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1978 - Covenants

PJ Development

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

RESTRICTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT P.J. DEVELOPMENT COMPANY, does hereby covenant and agree to and with all persons, firms or corporations hereafter acquiring any of the property hereinafter described:

Being all of the Lots of the subdivision known as LANSING DRIVE EXTENSION as shown on map recorded in Map Book Page 18 at Page 236 in the Mecklenburg Public Registry,

are hereby subject to the following restrictions as to the use thereof, running with said property, by whomsoever owned, to wit:
RESIDENTIAL AREA COVENANTS

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
2. **APPROVAL OF CONSTRUCTION.** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by P.J. Development Company as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall, garage, outbuilding or other structure shall be erected, placed, or altered on any lot unless similarly approved.
3. **DWELLING COST, QUALITY AND SIZE.** No dwelling shall be permitted on any lot at a cost to purchaser including said lot of less than \$60,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling area and size. The total heated floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,800 square feet for a one-story dwelling and not less than 2,000 square feet for a dwelling of more than one-story.
4. **BUILDING LOCATION.**

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back line shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line.

(b) No building shall be located nearer than 10 feet to any interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 100 feet or more from the minimum building setback line.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

In the event of the unintentional violation of any of the building line restrictions herein set forth, P.J. Development Company reserve the right by and with the mutual consent of the owners or owner for the time being of the lot or lots affected thereby, to change such restriction accordingly, provided, however, that such change shall not exceed 10 per cent of the marginal requirement of such building line restriction, except that a side yard unintentional violation may be as much as two feet.

5. EASEMENTS. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet on each lot. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

6. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. SIGNS. No sign shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes, and provided facilities for such pets and the pets themselves do not create a nuisance.

10. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment shall be kept in clean and sanitary condition.

11. MAINTENANCE OF PREMISES. It shall be the responsibility of

each lot owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such lot which shall tend to decrease the beauty of the neighborhood as a whole or the specific area, including proper maintenance of grass or suitable ground covering.

12. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants shall have been recorded, and after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of said lots has been recorded agreeing to change said covenants in whole or in part.

13. ENFORCEMENT. Enforcement shall be by proceedings at law in the county against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. In the event that suit is brought to enforce any covenant of this Restriction Agreement, or for breach of any covenant or condition herein contained, the party or parties bringing such action, upon determination of said suit in their favor, be entitled to reasonable attorneys' fees, which shall be fixed by the Court, in addition to enforcement of said covenants and any damages awarded by the Court.

14. SEVERABILITY. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

15. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this subdivision other than those particular lots to which the restrictions specifically apply.

IN WITNESS WHEREOF, P.J. DEVELOPMENT COMPANY has caused this instrument to be executed in its name by its President and attested by its Secretary, and its corporate seal to be hereunto affixed on this the 12th day of July, 1978.

P.J. DEVELOPMENT COMPANY
Attest:

/s/ By /s/ W. Pike Jones
Secretary President

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