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UNION COUNTY NORTH CAROLINA

BOOK 265 MSE 554

CONTRACT AND AGREEMENT

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parties of the second part, all of Union County, North Carolina; Benton, parties of the first part, and Joe N. Ross and wife, Paula C. Ross, day of April, 1974, by and between William D. Benton and wife, Martha M. THIS CONTRACT AND ACRESHENT, made and entered into this 24th.

is hereby made for a the Register of Deeds for Union County, North Caroline, to which reference recorded in Plat Book 7, on pages 100, 101, and 102, in property is more particularly described by plats of said subdivision certain real estate located in Monroe Township, Union County, North THAT WHEREAS, the parties more particular description; and Estates, Sections II, III. and IV. which this agreement are the owners

with the lands and shall be binding upon all of the owners of said property of said property, best interest of each and all of them that restrictions be placed upon all of the property above described and are WHEREAS, all of the parties to this agreement are all of the owners which restrictions shall be considered covenants running that it is for the

described, that the same shall be and is hereby made subject to restrictions as division, known covenant and agree with each other and to mutual to the use thereof running with said property by whomsdever and in consideration of the premises and the any of the property in the suband with all of the to this agreement do hereby III and IV. as above the following

placed or permitted to remain on except for residential purposes. No lot of land included and described above shall be used No building shall be and $2\ 1/2$ stories in height and a private erected, altered, than one detached

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garage for not more than three cars.

- 2. No dwelling shall be permitted on any of said lots, unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,800 square feat for a one-story dwelling nor less than 1,200 square feat for a dwelling of more than one-story.
- 3. No building shall be located on any lot mearer than 75 feet to the front lot line, nearer than 30 feet to any side line, or nearer than 10 feet to any rear lot line, providing however, that this restriction as to either side line may be wholly or partially waived by a quitclaim deed by the adjoining owner.
- 4. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear and front 10 feet of each lot.
- 5. In the event of the unintentional violation of any of the building line restrictions, herein set forth, the parties hereto reserve the right by and with the mutual written consent of the owner or owners for the time being of such lot to change the building line restrictions set forth in this instrument; provided, however, that such change shall not exceed ten per cent (10%) of the marginal requirements of such building restrictions.
- 6. No sign or billboard shall be exected or allowed to remain on said lot other than a "For Sale" sign not larger than two feat by three feet.
- 2. All of the conditions, limitations and restrictions, as above set forth, shall be binding upon the owners of any part of the lands above described, and upon their heirs and assigns, for a period of 25 years from the dace hereof, and shall continue automatically thereafter unless after the expiration of said period, the owners of the majority of the acreage of land hereby restricted exclusive of atreets, shall execute and acknowledge an agreement, or agreements, in writing releasing said land or any portion thereof from any or all of the above restrictions which shall be filled in the office of the Register of Deeds for Union County.

IN WINUSS WHEREOF, the parties have herounto set their hands and is the day and year first above written.

Faula C. Ross	Other R. Rose Lasa	led Y Kush	Martin M. B. Carton	Millian D Benton
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BOX 265 PLEE 556

	STATE OF NATH CAROLINA - Union County The foregoing cartificates of Beulal & Beautan The foregoing cartificates of Beulal & Beautan Notative Public of Mania County, so (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 465, Page 554. This 35k-day of Canall, 1974 at 7,00 o'clock A. M. Prace & Banker Deputy Register of Deeds Register of Deeds Deputy Register of Deeds	GAROI Ge me t	NORTH CAROLINA - Union County 1. Secular Research, Notary Public, do hereby certify that William D. Benton and wifa, Martha K. Benton, personally appeared before me this day and acknowledged the due execution of the foregoing contract and agreement. Witness my hand and Notarial seal, this 25 day of Country Public (SYAL) Ny Country Public (SYAL) Ny Country Public (SYAL) Ny Country Public (SYAL)
l			Carlotter, et

NORTH CAROLINA
UNION COUNTY

BOOK 265 MS: 554

CONTRACT AND AGREEMENT

parties of the second part, day of April, 1974, by and between William D. Benton and wife, Martha M. parties THIS CONTRACT AND AGREEMENT, made and entered into this 24th. O.F the first part, and Joe N. Ross and wife, Paula C. Ross, all of Union County, North Carolina;

FITNESSETH:

ļ property Carolina, the Register hereby made for in Plat Book 7, on pages 100, 101, and 102, 5 known as Lake Monroe Estates, THAT WHEREAS, of Deeds particularly described by plats of said subdivision located in Monroe Township, Union County, North the particular description; Union County, North Carolina, this agreement are the owners Sections ä III. Ħ to which reference the office of and IV. which

their of said best interest of each and all of of the property the lands and shall be binding upon all of the owners heirs property, which WHEREAS, all of the parties described and are of the opinion that it is for restrictions shall be considered covenants them that restrictions agreement are all of the owners be placed upon all of said property, running

restrictions as division, covenant and agree with each other covenants and conditions, the parties to this agreement do heraby corporations hereafter moun NOW, THEREFORE, to the use thersof running with said property by whomsoever as Lake Monroe Estates, same shall be and is hereby made subject to for and in consideration acquiring any of the property in the suband to Sections and with all of of the premises and the the persons IV. as above the following

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- land hereby restricted exclusive of streets, shall execute and acknowledge described, and upon their heirs and assigns, for a period of 25 years from an agreement, set forth, shall be binding upon the owners of any part date hereof, and shall continue automatically thereafter unless after or agreements, in writing releasing said land or any portion the Register of Deeds for Union County. All of the conditions, limitations and restrictions, as above or all of the above said period, the owners of the majority of the acreage of which shall of. the lands above 0

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IN WITHESS WHEREOF,

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set their hands and

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	Rister of Deeds	e) certified to be correct, and recorded in this office		My Comm. Expires:	before me this day and acknowledged the due contract and agreement. Witness my hand and Notarial seal,	NORTH CAROLINA - Union County I. Laford A Hold County certify that Joa N. Ross and wife, Paula C.	My Comm. Expires: 3-15-76	foregoing contract and agreement. Witness my hand and Notarial seal, this Miness my hand and Notarial seal, this	nion County
	O'Tail X. Poly. Deputy Register of Daeds	Notar's Public of Municipal Public of Clock Municipal Public of Municipal Public o	8	ETY Fublic 0 0 0 5	execution of the foregoing	Ross, personally appeared	ary Public	ed the due execution of the	, Notary Public, do hereby Hartha M. Benton, personally