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Consent & Restriction Covenant
Book 356 Pg 663

NORTH CAROLINA BOOK 265 PAGE 554
UNION COUNTY

CONTRACT AND AGREEMENT

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

W I T N E S S E T H:

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

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

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions, the parties to this agreement do hereby covenant and agree with each other and to and with all of the persons, firms or corporations hereafter acquiring any of the property in the subdivision, known as Lake Monroe Estates, Sections II, III and IV, as above described, that the same shall be and is hereby made subject to the following restrictions as to the use thereof running with said property by whomsoever owned, to-wit:

1. No lot of land included and described above shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any of said lots other than one detached single family dwelling, not to exceed 2 1/2 stories in height and a private

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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 feet for a one-story dwelling, nor less than 1,200 square feet for a dwelling of more than one-story.

3. No building shall be located on any lot nearer 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. Basements for installation and maintenance of utilities and drainage facilities are reserved over the rear and front 10 feet of each lot.

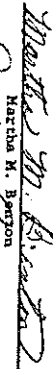
5. In the event of the unintentional violation of any of the building line restrictions, herein set forth, the parties hereto reserve the right by and with the mutual written consent of the owner or owners for the time being of such lot to change the building line restrictions set forth in this instrument; 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 erected or allowed to remain on said lot other than a "For Sale" sign not larger than two feet by three feet.

7. 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 date 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 streets, 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 filed in the office of the Register of Deeds for Union County.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

 (SEAL)
WILLIAM D. BENTON

 (SEAL)
MARTHA M. BENTON

 (SEAL)
JOSEPH N. ROSS
 (SEAL)
PAULA C. ROSS

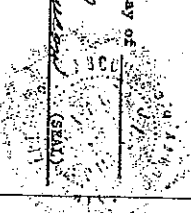
BOOK 265 PAGE 556

NORTH CAROLINA - Union County

I, Donald R. Pearson, Notary Public, do hereby certify that William D. Benton and wife, Martha M. 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 25th day of April, 1974.

Donald R. Pearson
Notary Public



My Comm. Expires:

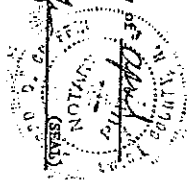
11-11-76

NORTH CAROLINA - Union County

I, Hubert S. Willy, Notary Public, do hereby certify that Joe N. Ross and wife, Paula C. Ross, 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 April, 1974.

Hubert S. Willy
Notary Public



My Comm. Expires:

1-25-76

STATE OF NORTH CAROLINA - Union County

The foregoing certificates of Donald R. Pearson and Hubert S. Willy, Notary Public of Union County, ~~was~~ (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 265, page 554.

This 25th day of April, 1974 at 9:00 o'clock A.

M.

Thomas S. Campbell Marie S. Pugh
Register of Deeds Deputy Register of Deeds

*Memorandum to Restrictions, Copied
Book 356 Pg. 663*

NORTH CAROLINA
UNION COUNTY

BOOK 265 PAGE 554

CONTRACT AND AGREEMENT

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W I T N E S S E T H:

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

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

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions, the parties to this agreement do hereby covenant and agree with each other and to and with all of the persons, firms or corporations hereafter acquiring any of the property in the subdivision, known as Lake Monroe Estates, Sections II, III and IV, as above described, that the same shall be and is hereby made subject to the following restrictions as to the use thereof running with said property by whomever owned, to-wit:

1. No lot of land included and described above shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any of said lots other than one detached single family dwelling, not to exceed 2 1/2 stories in height and a private

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 feet for a one-story dwelling, not less than 1,200 square feet for a dwelling of more than one-story.

3. No building shall be located on any lot nearer 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, hereta 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 erected or allowed to remain on said lot other than a "For Sale" sign not larger than two feet by three feet.

7. 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 date 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 streets, 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 filed in the office of the Registrar of Deeds for Union County.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

 (SEAL)
William D. Benton

 (SEAL)
Martha M. Benton

 (SEAL)
Joe N. Kops

 (SEAL)
Paula C. Kops

NORTH CAROLINA - Union County

I, Burke R. Dawson, Notary Public, do hereby certify that William D. Benton and wife, Martha M. 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 25th day of April, 1974.

Burke R. Dawson
Notary Public

My Comm. Expires:

3-15-76

NORTH CAROLINA - Union County

I, Burke R. Dawson, Notary Public, do hereby certify that Joe N. Ross and wife, Paula C. Ross, 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 April, 1974.

Burke R. Dawson
Notary Public

My Comm. Expires:

1-24-76

STATE OF NORTH CAROLINA - Union County

The foregoing certificates of Burke R. Dawson Notary Public of Union

County, ~~is~~ (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 265, Page 554.

This 25th day of April, 1974 at 9:00 o'clock A.

Mary D. Campbell Burke R. Dawson
Register of Deeds Deputy Register of Deeds