

RECORDED
AND
VERIFIED
9-13-72

BOOK 250 PAGE 33

PLAT

STATE OF NORTH CAROLINA
COUNTY OF UNION

NORTH HILLS SUBDIVISION, SECTION II
RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that SINCO, INC., a North Carolina corporation, does hereby covenant and agree to and with all persons, firms, or corporations hereafter acquiring any of the property below described:

BEING LOTS 25 through 40, inclusive, of Section II of North Hills Subdivision as shown on a plat prepared by Robert F. Knight, R.L.S., June 1972, and recorded in Plat Book 6 on page 159, Union County Registry.

That said property is hereby made subject to the following restrictions as to the use thereof running with said property by whomsoever owned, to-wit:

1. All lots in the tract above described shall be used for residential purposes. No structure shall be erected, altered, placed, or permitted to remain on any of the lots above described other than a building designed for use and occupancy as a residence, a private garage for not more than two cars, and other out-buildings incidental to residential use of said lots. Apartment houses are expressly permitted to be constructed upon said property. Said lots may be also used for punching, drilling, or boring wells to supply water for any party or parties and well houses and structures used in connection with the furnishing of water are expressly permitted, including but not restricted to parties residing on lots other than the lot upon which said well is located.
2. No dwelling house shall be erected upon any of said lots nearer to the streets than forty (40) feet from the front lot line.
3. No residence or other building, except a well house, shall be located on any of said lots nearer than ten (10) feet from any lot side line, except a detached garage located one hundred (100) feet or more from the front lot line and may be located not nearer than six (6) feet to any side lot line.
4. Nothing herein contained shall be construed to prevent the owner of more than one adjacent lot or portion thereof from utilizing more than one lot for a residence site, provided the side line and setback restrictions herein set forth are complied with, with reference to the parcel of land being

CRITIN & CLARK
ATTORNEYS-AT-LAW
BOHNC, N. C.

utilized as a residential site.

5. The enclosed and heated living area of the main structure, exclusive of open porches, garages, basements and other unheated spaces, shall be not less than eight hundred (800) square feet for such dwelling.
6. No concrete block, asbestos siding, or composition tar type exterior dwelling shall be permitted.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be permitted on any lot at any time as a residence, either temporarily or permanently.
8. No fence or hedge growth which forms a fence shall extend nearer the street than the building set back line.
9. No noxious or offensive activities 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.
10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept bred or maintained for any commercial purposes.
11. No signs of any description shall be displayed on any of said lots, except the signs, "For Rent" or "For Sale", which signs shall not exceed 2 x 2 feet in size.
12. No owner shall use, or permit to be used, any lot in this subdivision for dumping rubbish, trash, garbage or other waste.
13. It is expressly understood and agreed by the parties hereto that the foregoing covenants, conditions, reservations, restrictions and encumbrances shall be covenants running with the land; but nothing herein contained shall be held to impose any restrictions upon, or encumbrances in any lot of the undersigned not herein specifically referred to, this instrument applying to and affecting only said lots shown upon the aforementioned map.
14. The restrictions herein imposed shall remain in full force and effect for a period of thirty (30) years from the date hereof provided that the same may be renewed by an instrument executed by the owners of at least 75% of the lots shown upon said recorded plat.

15. If the party hereto, or its successors, shall violate or attempt to violate any of the said covenants herein, it shall be lawful for any person or persons owning any real property situated in said development or subdivision subject to similar restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation.

16. Invalidation of any one 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.

17. In the event of the unintentional violation of any of the building line restrictions herein set forth, the party hereto reserves 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 percent (10%) of the marginal requirements of such building restrictions.

18. Any of the lots, or any part of same, restricted by this agreement may be used for the purpose of operating a water distribution system, including but not restricted to the boring, punching or drilling of wells, the construction of buildings, erecting tanks, installation of water lines or other apparatus on the same for the purpose of supplying water to any person, firm or corporation, for sale or otherwise. An easement, ten (10) feet in width, is reserved along and adjacent to the street right-of-way for the purpose of laying water lines used in connection with any water distribution system. Easement is also reserved along the side, rear and front lot lines for installation of utility lines.

IN TESTIMONY WHEREOF, SINCO, INC., has caused this instrument to be signed in its corporate name by its President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given, this 20th day of August, 1972.

GRIFFIN & CLARK

ATTORNEYS-AT-LAW
MONROE, N. C.

ATTEST:

Thelma J. Kelley
Assistant Secretary

SINCO, INC.

BY: Bruce M. Simpson
Bruce M. Simpson, President

NORTH CAROLINA
UNION COUNTY

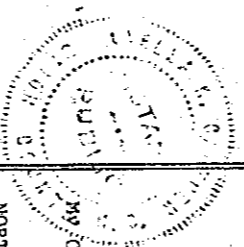
THIS IS TO CERTIFY that on the 17th day of August, 1972, before me,
Quella K. Carter, a Notary Public, personally appeared

Wray J. Henry, with whom I am personally acquainted, who being
by me duly sworn, says that Bruce N. Simpson is the President and that

Wray J. Henry is the Secretary Secretary of Sameco, Inc., the
corporation described in and which executed the foregoing instrument; that he
knows the common seal of said corporation; that the seal affixed to the fore-
going instrument is said common seal, and the name of the corporation was
subscribed thereto by said President, and that the said President and Wray
Secretary subscribed their names thereto and said common seal was affixed,
all by order of the Board of Directors of said corporation, and that the said
instrument is the act and deed of the said corporation.

Witness my hand and notarial seal, this 17th day of August, 1972.

Quella K. Carter
Notary Public



My Commission expires: 8-11-76

NORTH CAROLINA
UNION COUNTY

The foregoing certificate of Quella K. Carter, Notary Public,
is certified to be correct. This instrument was presented for registration
and recorded in this office in Book 250 on page 33.

This 10 day of August, 1972, at 11:40 o'clock A. M.

Oliver Deering
REGISTRAR OF DEEDS
By: D. Boyd G. W. W. W. W.