

DEM 285 AND 721

the value of said property as a residential area.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the parties hereto do covenant and agree and declare to and with all of the persons, firms or corporations presently owning or hereafter acquiring any property or properties in the area above described that said property is hereby made subject to the following restrictions as to the use thereof running with said properties by whomsoever owned, to-wit:

1. Said property, the whole or any part thereof, shall be used for residential purposes, only;
2. Single family dwellings are the only type dwelling houses permitted; multi-family dwellings, duplexes, apartment houses or complexes and the like of any type or description are not permitted to be constructed or located on any portion of said property;
3. Dwelling houses shall contain a minimum of One Thousand Seven Hundred square feet (1,700 sq. ft.) of heated floor space;
4. No dwelling or any part thereof shall be erected on any lot nearer than ten (10) feet to the side boundary lines of said lot, nor nearer than thirty (30) feet to the front property line thereof; for purposes of this restriction, the front property line shall be considered any street right of way line which abuts said lot; PROVIDED, however, if the owner of two or more lots shall elect to use them for one residence, the boundary line or lines between the lots so used shall not be regarded as side boundary lines of the lots;
5. No dwelling located upon above described property shall be constructed in such manner as to leave showing in the main structure thereof any concrete block or concrete brick, asbestos siding or cinder block;
6. No more than one dwelling house shall be constructed on any one lot; said "lot" being determined as same is indicated by metes and bounds per plat recorded and referred to hereinabove;
7. No businesses of any kind or type shall be carried on or conducted on or within the boundaries of said property, except customary home occupations, as defined in the Union County Zoning Ordinance as amended from time to time; that irrespective of any so-called customary home occupations, absolutely no buildings or housing of any type, whether permanent or temporary shall be located or constructed on said property the primary purpose for which is to carry on or conduct business of any type, including customary home occupations; applicable provisions to customary home occupations and floor area permitted for such use as set out in the Union County Zoning Ordinance now existing and in the future as may be changed, re-numbered or amended, are incorporated herein and made a part hereof.
8. No house trailers or mobile homes of any size or description shall be located on said property for any purpose, either temporary or permanent, unoccupied camping trailers and travel trailers EXCEPTED, so long as there is no violation of Item 7, restriction above;
9. No junk motor vehicles or abandoned vehicles shall be located or maintained on said property;
10. No signboards of any description shall be placed or displayed on any residential lot except signs "For Rent" or "For Sale, which signs shall not exceed 2 feet by 3 feet in size;
11. No fence or other obstruction erected from the front line of a dwelling to the street right of way line shall exceed three (3) feet in height;

SMITH, SMITH
& PERRY
ATTORNEYS-AT-LAW
ROUNDT, N. C.

12. No animals shall be kept on said property except those generally considered household pets; the keeping of pigs, cattle, goats, and horses and mules shall be specifically prohibited, although this prohibition is not restricted to said animals, alone;

13. Parties hereto reserve for themselves, their successors and assigns, an easement in and right at any time in the future to grant a right-of-way under, over and along the side, rear and front property lines of each and every lot in the subdivision of Wind Gate, described hereinabove, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, water and sewer service or other utilities; said easement to extend 8 ft. on each side of each property line;

14. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, or persons, owning any real property situate in said subdivision to prosecute any proceedings at law or in equity against the person, or persons, or firm or corporation, violating or attempting to violate any such covenants, and either to prevent said violation or to recover damages or other dues for such violation.

15. These covenants or restrictions shall be considered covenants running with the land and shall remain in full force and effect for a period of thirty (30) years from the date of this declaration, and all future deeds of conveyance of any of said property during the term of these restrictions shall be and are hereby made subject to these restrictions.

16. The only manner in which these restrictions or covenants are subject to alteration, modification, or cancellation or change, as to said subdivision as a whole, or as to any subdivided lot or part thereof, is by written document executed and recorded by the owners of not less than seventy-five (75%) per cent of the subdivided lots or parts of said subdivision to which these restrictions apply, said document to be recorded in the Office of the Union County Register of Deeds.

17. It is mutually agreed and declared by and between the parties hereto that the above restrictions shall apply to the entire subdivision of Wind Gate and shall be binding upon all of said parties, their heirs, successors, assigns, administrators and executors, to the full extent as if said restrictions had been or would have been set out in detail in the deed of conveyance to said optlonees.

IN TESTIMONY WHEREOF, the said parties hereto have hereunto set their hands and seals this the day and year first above written.

NORTH CAROLINA -- Union County

I, Clara Laney, a Notary Public of said County do hereby certify that Jimmy Wilson Edwards and wife, Jo Ann Edwards and George A. Ayscue and wife, Orelia T. Ayscue, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, this the 23rd day of August, 1972.

Clara Laney
Notary Public
My commission exp. 08-31-1976

Jimmy Wilson Edwards
Jimmy Wilson Edwards

Jo Ann Edwards
Jo Ann Edwards (SEAL)

George A. Ayscue
George A. Ayscue (SEAL)

Orelia T. Ayscue
Orelia T. Ayscue (SEAL)

NORTH CAROLINA - UNION COUNTY.

The foregoing certificate(s) of Clara Laney is (are) certified to be correct. This instrument was pre-recorded or registration and recorded in this office in Book 346 Page 730.
This 28 day of March, 1972 at 2:15 o'clock P. M.

Clara Laney, Register of Deeds
By: Kevin B. Williams
Deputy.

Agnew
llh

RECORDED
AND
VERIFIED
2/5/88

STATE OF NORTH CAROLINA
AMENDMENT TO DECLARATION OF RESTRICTIONS
COUNTY OF UNION

WIND GATE SUBDIVISION

THIS AMENDMENT TO RESTRICTIONS, made and entered into this 5th day of April, 1987, by and between the undersigned owners of record of real estate located in Wind Gate Subdivision, Monroe Township, and more particularly described as shown on plat recorded in Plat Book 6, Page 125, Union County Registry, reference being made thereto and the same being incorporated herein by reference for a more particular description.

W I T N E S S E T H:

THAT, WHEREAS, the undersigned are the fee simple owners of not less than seventy-five percent (75%) of the subdivided lots or parcels of land of said subdivision and that all of said parties hereto do desire that said restrictions as recorded in Book 246, Page 720, Union County Registry, as to the use of said real property located in said subdivision, be amended.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the parties hereto do covenant and agree and declare to and with all of the persons, firms or corporations presently owning or hereafter acquiring any property or properties in the area above described that said property is hereby made subject to the following amended restrictions as to the use thereof running with said properties by whomever owned, to-wit:

Item #2 of said Declaration of Restrictions is hereby deleted and amended to read as follows:

"On-site, newly-constructed, single-family dwellings are the only type dwelling houses permitted. Any structure erected on any lot shall be newly-constructed and made of new materials. No previously constructed home may be erected on any lot."

Item #3 of said Declaration of Restrictions is hereby deleted and amended to read as follows:

"Dwelling houses shall contain a minimum of One Thousand Seven Hundred square feet (1,700 sq. Ft.) of heated, living floor space."

Item #5 of said Declaration of Restrictions is hereby deleted and amended to read as follows:

"No dwelling or outbuilding located upon above-described property shall be constructed in such manner as to leave showing, in the main structure thereof, any concrete block or concrete brick, asbestos siding or cinder block."

Item #8 of said Declaration of Restrictions is hereby deleted and amended to read as follows:

"No house trailers, mobile homes, or modular homes of any size or description shall be located on said property for any purpose, either temporary or permanent, unoccupied camping trailers and travel trailers EXCEPTED, so long as

