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NORTH CAROLINA,  
UNION COUNTY.

THIS CONTRACT AND AGREEMENT, made and

entered into this 15th day of November, 1971, by and between  
AARON W. PLYLER and wife, DOROTHY M. PLYLER, and WADLOW W. MASSEY  
and wife, BERTHA W. MASSEY, of Union County, North Carolina:

W I T N E S S E T H :

THAT, WHEREAS, Aaron W. Plyler and wife, Dorothy M. Plyler  
are the owners of that certain real property known as Northwood  
Subdivision and shown on plat recorded in Plat Book 6, at page 103,  
Union County Registry, and have conveyed to the said Wadlow W.  
Massey and wife, Bertha W. Massey two lots shown on said plat of  
said subdivision by deed dated October 25, 1971, and recorded in  
the office of the Register of Deeds for Union County, N. C., and  
WHEREAS, the parties hereto, being all of the owners of property  
located in said subdivision, desire that certain restrictions be  
placed on the use of said property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Aaron W. Plyler and wife, Dorothy M. Plyler and Wadlow  
W. Massey and wife, Bertha W. Massey, do hereby covenant and agree  
to and with all persons, firms or corporations now owning or here-  
after acquiring any property in said subdivision, and which property  
is now owned by the parties hereto, that said property shall be,  
and is hereby made subject to the following restrictions as to the  
use thereof, running with said properties, by whomsoever owned,  
to-wit:

1. Said lots shall be used for residential purposes and  
single family houses only, and not for business, manufacturing,  
commercial or apartment house purposes; provided, however, this  
restriction shall not apply to schools, churches or to the office  
of a professional man which is located in his residence.

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2. Only one residence and such outbuildings as are appurtenant thereto shall be erected or allowed to remain on each lot. No residential structure which has previously been erected upon another site may be moved onto said lot and located thereon. However, this restriction shall not apply to modular units or other such prefabricated structures used in the construction of new dwellings.

3. No residence shall be erected or allowed to remain on said lots which shall have a heated area of less than 1100 square feet. The area covered by porches, breezeways and garages shall not be considered in computing said footage.

4. No residence shall be erected or allowed to remain upon said lots which does not have an exterior of permanent type material such as brick, redwood, asbestos siding, and the like, nor shall said lot be used under any circumstances for garage apartment or house trailer or mobile home purposes, nor for a junk yard.

5. No sign or billboard of any kind shall be erected or allowed to remain on said lots other than a "for sale" sign not larger than two feet by three feet.

6. Parties of the first part reserve an easement of a right of way at any time during the life of these restrictions to grant rights of way for telephone and electric light poles, wires and cables across and upon said lots and for a water way along the front of said lot.

It is agreed and understood that the above restrictions shall be considered covenants running with the land and shall be binding upon the owners thereof, their heirs and assigns for a period of twenty five years from the date hereof.

It is mutually agreed by and between the parties hereto that all deeds that may be executed by the parties hereto in the future for the conveyance of any portion of said property, above described shall be made subject to the above restrictions and that this

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agreement shall be recorded in the office of the Register of Deeds for Union County and that the same may be referred to by proper reference in future deeds relative to said restrictions, conditions, and limitations.

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

[Signature]  
AARON W. PLYLER (SEAL)

[Signature]  
DOROTHY N. PLYLER (SEAL)

[Signature]  
WADLOW W. MASSEY (SEAL)

[Signature]  
BERTHA W. MASSEY (SEAL)

NORTH CAROLINA,  
UNION COUNTY.

Personally appeared before me this day Aaron W. Plyler and wife, Dorothy M. Plyler and Wadlow W. Massey and wife, Bertha W. Massey, and acknowledged the execution of the foregoing instrument for the uses and purposes therein expressed.

1972. Witness my hand and Notarial Seal, this 5<sup>th</sup> day of June, 1972.

[Signature]  
Notary Public

My Commission expires: 6/21/75  
NORTH CAROLINA,  
UNION COUNTY.

The foregoing certificate of Billie B. Gordon, a Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Book 248, page 479

This 13 day of June, 1972, at 2:48 o'clock P.M.  
[Signature] Register of Deeds  
By [Signature] Deputy