

NORTH CAROLINA buildings shall be located on any lot nearer than 30 feet to
line or nearer than 20 feet to any side street line. No
UNION COUNTY be located nearer than 10 feet to an interior lot line.
side yard shall be required for a garage or other necessary
50 feet or more from the minimum building set back line.
be set back from the minimum building set back line.
600 square feet

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this 18th day of
October, 1960, by and between CHARLES D. ROBERTS, JR., and wife, MARIE GORDON
ROBERTS of Atlanta, Georgia, and MARGARET LOUISE ROBERTS, (single) of Union
County, North Carolina,

WITNESSETH:

THAT WHEREAS, the parties to this agreement and the owners of that
certain real property located in the Western limits of the City of Monroe
and North of N. C. Highway #200, which property is known as all of Lots Nos.
85 through 157, inclusive, and Lots Nos. 168 through 185, inclusive, all of
Stewart Park (Third Section), as shown by a plat of said subdivision re-
corded in Plat Book No. 4 on page 179 in the office of the Register of Deeds
for Union County, North Carolina; AND WHEREAS, all of the parties hereto
being the owners of all of the properties, above described, desire that said
property shall be restricted as hereinafter set forth,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the parties to
this agreement hereby covenant and agree to and with all persons, firms, or
corporations, now owning or hereafter acquiring any of Lots Nos. 85 through
157, inclusive, and Lots Nos. 168 through 185, inclusive of Stewart Park
(Third Section), as shown on plat recorded in Plat Book 4 on page 179, to
which reference is hereby made, and which property is now owned by the
parties hereto, shall be, and is hereby made subject to the following re-
strictions as to the use thereof running with said properties 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 garage for not more than two (2) cars.
2. No dwelling shall be permitted on any of said lots, the construction of which shall cost less than \$8,000.00, based upon cost levels prevailing on the 1st day of January, 1954. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one-story.

3. No building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other accessory building located 50 feet or more from the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear 5 feet of each lot.

5. 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 20 years from January 1, 1960, 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.

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.

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 mentioned restrictions and that this 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.

Charles D. Roberts, Jr.
Charles D. Roberts, Jr.

Marie Gordon Roberts
Marie Gordon Roberts

Margaret Louise Roberts
Margaret Louise Roberts

STATE OF GEORGIA
COUNTY OF FULTON

The execution of the foregoing Contract and Agreement was this day acknowledged before me by Charles D. Roberts, Jr. and wife, Marie Gordon

SMITH & GRIFFIN
ATTORNEYS-AT-LAW
MORNING, N. C.