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STATE OF NORTH CAROLINA
COUNTY OF UNION

DECLARATION OF RESTRICTIONS - RESERVATION OF EASEMENTS

THIS AGREEMENT TO DECLARE RESTRICTIONS on real estate, made and entered into this 20th day of September, 1977, between HESBIT & RUSHING CONSTRUCTION, INC., a North Carolina corporation with its principal office and address at Route 2, Graham, North Carolina, and any and all persons, firms, entities & corporations acquiring any of the property hereinafter described.

WITNESSETH: That whereas, Hesbit & Rushing Construction, Inc. is the owner of the subdivision known as BOTANY WOODS, located in Buford Township, Union County, North Carolina, and more particularly shown by metes and bounds of all lots and perimeter description of the entire subdivision by map and survey dated September 15, 1977, by Carroll L. Rushing, R.L.S., said map or plat being recorded in the Office of the Register of Deeds for Union County, North Carolina in Plat Cabinet A, File 102-A, reference being made thereto and the same being incorporated herein for a more particular description. All lots shown on said plat, and all land within said perimeter description are subject to the restrictions as herein-after set out.

And whereas, Hesbit & Rushing Construction, Inc. has agreed to restrict the use and occupancy of said property so divided in accordance with the general plan of development as hereinafter set forth and for the protection of said property and future owners.

NOW, THEREFORE, in consideration of the premises, Hesbit & Rushing Construction, Inc. agrees with any and all persons, firms, entities and corporations hereafter acquiring any lot or lots in Botany Woods, that the same shall be and is hereby made subject to the following restrictions, conditions, and covenants relating to the use and occupancy thereof:

1. Said property shall be used for residential purposes only;
 2. No structure shall be erected, placed, installed, altered or permitted to remain on said property other than one single-family dwelling per lot as deeded, and any accessory structure customarily incident to the residential use of said property;
 3. Any single-family dwelling constructed upon said property shall contain a minimum heated living area of 1,000 square feet, exclusive of porches, stoops, terraces, garages and carports;
- 3(a). Minimum building set back lines: All portions of a dwelling house shall be constructed or "set back" at least forty (40) feet from the front of lot upon which the same is constructed; the front of the lot shall be considered the portion(s) of the lot that abut(s) on the subdivision street(s) right of way line(s) that serves said lot, and any portion thereof; the dwelling shall be set back from the street or alley to remain closer than fifteen (15) feet to the rear or side lines of any lot.

John A. IV
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COUNTY CLERK
UNION COUNTY
NORTH CAROLINA

4. No structure upon said property shall be of shanty-type construction nor shall any structure have an exterior of cinder block, except that the foundation of said structure may be of cinder block;
 5. Said property shall not be used at any time as a mobile home park or trailer park, and no mobile home(s) shall be allowed to be placed or to remain on said property; provided, however, this restriction shall not be applicable to any camping or travel trailer used for camping and parked on the property, provided the same shall not be occupied as a dwelling;
 6. No commercial use shall be made of said property, other than for customary home occupations as described in the Union County Zoning Ordinance presently applicable and as from time to time amended;
 7. No structure of a temporary nature shall be erected or allowed to remain on any parcel, and no trailer, shack, tent, garage, or any other structure of any type other than the dwelling house shall be used as a residence, either temporarily or permanently;
 8. No noxious or offensive trade or activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners or occupants of the other parcels herein restricted;
 9. Hebble & Bushing Construction, Inc., for itself, its successors and assigns, reserves an EASEMENT for utilities, maintenance and drainage along the rear ten (10) feet and for ten (10) feet adjoining each side-line, and for ten (10) feet on the front (road side) of each lot deeded or conveyed;
 10. No trash, rubbish, debris, junk, stored materials, wrecked or impounded vehicles, trailers, or similar unsightly items shall be allowed to remain on any parcel, and no enclosed structure, except that this restriction shall not prohibit the temporary deposits of trash, rubbish and debris for pick-up by governmental or other similar garbage and trash removal service units;
 11. Hebble & Bushing Construction, Inc. reserves the right for itself, its successors and assigns, with the consent of the owner of the parcel, if and at any time, to amend or release any restriction herein in the event of the unintentional violation of the same; provided, however, any such release or amendment shall be within the sole discretion of Hebble & Bushing Construction, Inc.;
 12. If any person, firm, entity or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any other person, firm, entity or corporation owning any of said property or any interest in any of said property to commence any proceedings at law or in equity against the person, firm, entity or corporation violating or attempting to violate the same, and either to prevent the same, or to recover damages for such violation, and/or to make said violator conform to said restrictions;
 13. Invalidation of any one or more of said restrictions by judgment or court order shall in no manner affect any of the other provisions herein, which shall remain in full force and effect.
- The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective for a period of TWENTY-TWO (22) years from the date of the recording of these restrictions in the Union County Registry. After such time, these restrictions shall be thereafter automatically extended for successive periods of ten (10) years, each, unless by the vote of a

SAM'L SMITH,
 PEERY & MILLS
 ATTORNEYS-AT-LAW
 MONROE, N. C.

majority in interest of the then owners of the property (said vote having occurred within a thirty (30) day period immediately prior to the last date of the restriction period in question) herein it is agreed to change, amend, or revoke the restrictions in whole or in part.

IN WITNESS WHEREOF, Nesbit & Neshing Construction, Inc. has caused these provisions to be signed in its name by its President and its corporate seal to be hereunto affixed and attested by its Secretary all by order of its Board of Directors, this the day and year first above written.

NESSBIT & NESHING CONSTRUCTION, INC.

by *Charles R. Nesbit*
Charles R. Nesbit, President



NORTH CAROLINA—Union County,

This is to Certify that on the day of *September*, 1977, before me, _____ a Notary Public, personally came *Charles R. Nesbit* _____ with whom I am personally acquainted, who, being by me duly sworn, says that *Charles R. Nesbit* _____ is the

President, and that _____ is the Secretary of the *Nesbit & Neshing Construction, Inc.* the corporation described in and which executed the foregoing instrument; that he knows the common seal of the said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the said corporation as subscribed thereto by the said _____ President, and that the said _____ Secretary, subscribed their names thereto, and said common seal was affixed, all in the order of the Board of Directors of said corporation, and that the said instrument is the true and legal act and deed of the said corporation.

Witness my hand and notarial seal, this *23rd* day of *September*, 1977.
My Commission expires *08-01-88* _____
Charles R. Nesbit
Notary Public (L. S.)

NORTH CAROLINA—Union County.

The foregoing certificate 69 of _____ CANNON S. GRANN _____ Notary Public

of _____ Union _____ County, is certified to be correct. This instrument was presented for registration and recorded in this office in Book _____ Page 810

This _____ day of _____ 1977, at _____ o'clock _____ P. M.
Mary B. Carrister-Register of Deeds BY *Sam S. Gattly* Deputy