

John

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RECORDED

and
VERIFIED

JSM

*Walter H. ...
John H. ...
Robert H. ...
John H. ...
James H. ...*

STATE OF NORTH CAROLINA
COUNTY OF UNION

DECLARATION OF RESTRICTIONS

THIS AGREEMENT, Made and entered into this 26 day of
May, 1976, between OLIVE BRANCH ACREAGE ASSOCIATES,
a North Carolina partnership (hereinafter sometimes referred to
as "Olive Branch"), and any and all persons, firms or corporations
acquiring any of the property hereinafter described.

W I T N E S S E T H:

WHEREAS, Olive Branch is the owner of the following described
tracts of land located in Marshville Township, Union County, North
Carolina, and more particularly described as:

1. A tract of land containing 297.73 acres, more or less,
more particularly described in deed recorded in Book 269 at Page
386, in Union County Public Registry, less that 10.771 acre tract
previously conveyed by deed recorded in Book 286 at Page 638 in
the Union County Registry.

2. A 6.19-acre tract more particularly described in deed
recorded in Book 271 at Page 604 in the Union County Public Registry;
and

WHEREAS, Olive Branch plans to cause a division of a portion
of the above property into parcels containing approximately five (5)
acres each; and

WHEREAS, Olive Branch has agreed to restrict the use and
occupancy of that portion of the above property, so divided in
accordance with the general plan of development as hereinafter
set forth for the protection of said property and the future owners
thereof; and

WHEREAS, the property to be divided into approximately five (5)
acre tracts shall be the entire 6.19-acre tract referred to above
and that portion of the 297.73-acre tract lying east of Bull Branch,
less the 10.771 acre tract heretofore conveyed as described above.
For information and for purposes of identification, Bull Branch flows
in a generally northerly direction across or bordering the property
referred to above to be divided into approximately five (5) acre
parcels and Bull Branch lies to the east of State Road No. 1631.

RESTRICTIONS

NOW, THEREFORE, in consideration of the premises, Olive Branch
agrees with any and all persons firms and corporations acquiring the
6.19-acre tract described above or acquiring any portion of the 297.73-
acre tract described above that lies to the east of Bull Branch, except
that 10.771 acre tract heretofore conveyed by deed recorded in Book 286
at Page 638 in the Union County Public Registry, 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,
and no structure shall be erected, placed, altered or permitted to
remain on said property other than one single-family dwelling, and
any accessory structure customarily incidental to the residential use
of said property or any structure incidental to carrying on normal
farming activities upon said property. Any single-family dwelling
constructed upon said property shall contain a living area of a minimum
of 1,500 square feet exclusive of porches, stoops, terraces, garages and
carports. No structure upon said property shall be of shell-type con-
struction nor shall any structure have an exterior of cinder block.

*Indorsed in the name of the partnership only as per
Donald C. Perry, Attorney.*

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2. The above property shall not be used at any time as a mobile home park or a trailer park, and no mobile homes shall be allowed to be placed or to remain on said property.
 3. The approximate five-acre parcels of land to be conveyed by Olive Branch may be divided by the owner thereof into two (2) separate parcels provided that both parcels thereafter shall contain a minimum of 2.25 acres.
 4. No commercial use shall be made of the above property. Provided that the owners or occupants thereof may conduct normal farming operations and may maintain on said property livestock and poultry for their own personal use, provided that no live-stock or poultry, other than horses and cattle, shall be allowed within 150 feet from the side and rear property lines of the parcel or parcels of land owned by any respective owner.
 5. No structure of a temporary nature shall be erected or allowed to remain on any parcel and no trailer, shack, tent, garage, barn, or any other structure of a similar nature shall be used as a residence, either temporarily or permanently.
 6. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners or occupants of the other parcels restricted herein.
 7. Olive Branch, for itself, its successors, and assigns, reserves as an easement for utilities, maintenance and drainage along the rear ten (10) feet and for ten (10) feet adjoining each sideline of parcels conveyed by Olive Branch which are subject to these restrictions.
 8. No trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles, or similar unsightly items, shall be allowed to remain on any parcel outside an enclosed structure, except this shall not prohibit temporary deposits of trash, rubbish and debris for pick-up by Governmental or other similar garbage and trash removal service units.
 9. Olive Branch reserves the right for itself, its successors, and assigns, with the consent of the owner for the time being, of any of the parcels restricted herein to amend or release any restrictions herein in the event of the unintentional violation of the same.
 10. The foregoing restrictions shall be constructed to be covenants running with the land and shall be binding and effective for a period of 25 years from the date of the recordation of these restrictions in the Union County Public Registry and shall thereafter be automatically extended for successive periods of ten (10) years each unless by the vote of a majority in interest of the then owners of the property herein it is agreed to change, amend, or revoke, the restrictions in whole or in part.
- If any person, firm, or corporation shall violate or attempt to violate any of said restrictions it shall be lawful for any other person, firm, or corporation owning any of said property (or any interest therein) to prosecute any proceedings at law or in equity against the person, firm, or corporation violating or attempting to violate the same, and either to prevent him, it, or them from so doing or to recover damages for such violation.

Invalidation of any one or more of said restrictions by judgment or Court order shall in no way affect any of the other provisions herein, which shall remain in full force and effect.

Nothing herein shall be construed as imposing any restrictions, covenants, or conditions upon any other property owned by Olive Branch other than the property specifically described herein.

IN WITNESS WHEREOF, Olive Branch Acreage Associates have executed this Agreement this 26th day of May, 1976.

OLIVE BRANCH ACREAGE ASSOCIATES,
A PARTNERSHIP

By *Archie B. Carroll, Jr.* (SEAL)
ARCHIE B. CARROLL, JR., General Partner

By *Roy Rabun* (SEAL)
ROY RABUN, General Partner

By *F. W. Vandenberg* (SEAL)
F. W. VANDENBECK, General Partner

By *James Larry Hobbom* (SEAL)
JAMES LARRY HOBBS, General Partner

By *Robert E. Kenyon* (SEAL)
ROBERT E. KENYON, General Partner

By *L. H. Goddin* (SEAL)
L. H. GODDIN, General Partner

By *William J. Ritter* (SEAL)
WILLIAM J. RITTER, General Partner

By *James B. Cubertson* (SEAL)
JAMES B. CUBERTSON, General Partner

By *J. Ray Zahir* (SEAL)
J. RAY ZAHIR, General Partner

By *C. L. Supan* (SEAL)
C. L. SUPAN, General Partner

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STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Paul M. Dean, a Notary Public for said County and State aforesaid, do hereby certify that ARCHIE R. CARROLL, JR. personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

WITNESS my hand and notarial seal, this 27th day of April, 1976.

My commission expires:

4-9-81

Paul M. Dean
NOTARY PUBLIC

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Paul M. Dean, a Notary Public for said County and State aforesaid, do hereby certify that ROY RABUN personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

WITNESS my hand and notarial seal, this 27th day of April, 1976.

My commission expires:

4-9-81

Paul M. Dean
NOTARY PUBLIC

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Paul K. Wood, a Notary Public for said County and State aforesaid, do hereby certify that F. W. VANDERBECK personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

WITNESS my hand and notarial seal, this 2 day of June, 1976.

My commission expires:

June 27, 1979

Paul K. Wood
NOTARY PUBLIC

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Paul K. Wood, a Notary Public for said County and State aforesaid, do hereby certify that JAMES LARRY MORROW personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

WITNESS my hand and notarial seal, this 27 day of June, 1976.

My commission expires:

June 27, 1979

Paul K. Wood
NOTARY PUBLIC

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Paul D. Dean, a Notary Public for said County and State aforesaid, do hereby certify that ROBERT E. KENYON personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

WITNESS my hand and notarial seal, this 27th day of July, 1976.

My commission expires:

4-9-81

STATE OF NORTH CAROLINA

COUNTY OF ~~WAKE~~ Jessup

I, Barbara B. Bulinski, a Notary Public for said County and State aforesaid, do hereby certify that L. H. GODDIN personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

WITNESS my hand and notarial seal, this 1st day of August, 1976.

My commission expires:

February 9, 1979

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, DAVID K. WOOD, a Notary Public for said County and State aforesaid, do hereby certify that WILLIAM J. RITTER personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

WITNESS my hand and notarial seal, this 1st day of September, 1976.

My commission expires:

June 27, 1979

STATE OF NORTH CAROLINA

COUNTY OF ~~ROBERT~~ Mecklenburg

I, Caroline J. Waverly, a Notary Public for said County and State aforesaid, do hereby certify that JAMES ACCOUBERTSON personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

My commission expires:

July 19, 1978

6-29-76 Caroline J. Waverly
Notary Public



Barbara B. Bulinski
Notary Public



David K. Wood
Notary Public



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STATE OF North Carolina
COUNTY OF Wake

I, David T. Wood, a Notary Public for said County and State aforesaid, do hereby certify that J. RAY RABUN personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

WITNESS my hand and notarial seal, this 2 day of June 1976.

My commission expires:

June 27, 1979

David T. Wood
Notary Public



STATE OF ~~VERMONT~~ North Carolina
COUNTY OR ROANOKE Wake

I, Barbara S. Bielinski, a Notary Public for said County and State aforesaid, do hereby certify that G. L. SUPAN personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

WITNESS my hand and notarial seal, this 9th day of February 1976.

My commission expires:

February 9, 1977

Barbara S. Bielinski
Notary Public



The foregoing Certificates of Opal M. Dean, N.P. of Mecklenburg county, N.C. and Donald K. Wood, N.P. of Mecklenburg County, N.C. and Barbara S. Bielinski, N. P. of Forsyth County, N.C. and Caroline P. Yancey, N.P. of Mecklenburg County, N.C. are certified to be correct. This instrument was presented for registration and recorded in this office in Book 288 Page 120. This 27th day of August, 1976 at 2:42 O'clock P.M.

Harry B. Carriker
Register of Deeds

By: James S. Thomas
Deputy

DRAWN BY:

ERWIN, KORNFIELD & MCHENRY
401 Court Plaza Building
501 Elizabeth Avenue
CHARLOTTE, N. C. 28204