

**DECLARATION OF RESTRICTIONS**

**CAROLINA CARIBBEAN CORPORATION**  
TRUSTEES  
Jackson Town, Union County, North Carolina

1. No building, trailer, tent, barn, or other outbuilding or structure shall be located closer than one hundred (100) feet to the street line and not closer than fifty (50) feet to the adjoining property lines.
  2. All tracts shall be used for residential purposes exclusively, except with the written permission of Carolina Caribbean Corporation, its successors and assigns.
  3. It shall be the responsibility of each tract owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on each tract which shall tend to substantially decrease the beauty of the neighborhood as a whole or the possible area.
  4. No noxious or offensive activities shall be carried on upon any tract, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.
  5. In the event that the owner of any tract permits trash to collect on the same and on request fails to remove the trash within thirty (30) days, agents of Carolina Caribbean Corporation may enter upon the said tract to remove the trash, without such entrance and removal being deemed a trespass, all at the expense of the owner of said tract; provided, however, that such expense shall not exceed \$50.00. This provision shall not be construed as an obligation on the part of Carolina Caribbean Corporation to provide trash removal service.
  6. The Company reserves to itself, its successors and assigns, a perpetual, inalienable, releasable easement over, upon, across and under each tract for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, TV, cables, telephone equipment, gas, sewer water or other public convenience or utilities. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.
  7. No tree measuring six inches or more in diameter at ground level may be removed without the written approval of Carolina Caribbean Corporation, unless located within ten (10) feet of the main dwelling or necessary building or within ten (10) feet of the approved site for such building.
  8. No animals, livestock or poultry of any kind shall be raised, kept or bred on any tract except horses, ponies and household pets.
  9. No tract shall be subdivided, or its boundary lines changed, except with the written consent of Carolina Caribbean Corporation, its successors and assigns.
  10. Nothing herein contained shall be held to impose these restrictions on any remaining property of Carolina Caribbean Corporation.
  11. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of ten (10) years from May 1, 1970, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of tracts affected by such covenants has been recorded, agreeing to change said covenants in whole or in part. Provided that any time after May 1, 1975, two-thirds (2/3) of the owners of the tracts affected by such covenants may with the prior written consent of Carolina Caribbean Corporation and by instrument duly signed and recorded change the said covenants in whole or in part.
- In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of tracts in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, Carolina Caribbean Corporation shall have the right, whenever there shall have been built on any tract in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction contained in this Declaration of Restrictions shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

WORTH CAROLINA - Union County

The foregoing declaration of Trustees  
Caroline D.P.

is (are) certified to be correct. This instrument was prepared, registered and recorded in this office at Book 2833 Page 180.

This 10 day of June, 1970 at 9:38 AM

A.M.

Glenn Henry  
Deputy of Deeds  
Deputy D. Saunders, Deputy

600 S. C. National Plaza, Room  
Charlotte, N. C. 28202  
Tel: 377-7000

J. IONNELL LAMMETER



Recorder, Deed and Mortgage Department  
Approved by Law

BOOK 203 PAGE 180

RECORDED  
AND  
VERIFIED  
10/10/08

APPROVED BY  
RECORDS SECTION  
11/24/08  
501 JMD

U45

STATE OF NORTH CAROLINA  
COUNTY OF UNION

RESTRICTIONS

WHEREAS, CAROLINA CARIBBEAN CORPORATION, a North Carolina Corporation, is the owner of a parcel of land in JACKSON TOWNSHIP, Union County, State of North Carolina, which is to be developed as a subdivision, which parcel of land is more particularly described as follows:

BEING all of the tracts or lots as shown on subdivision plat one of Triple-C Mini-Ranches, recorded in Map Book 6, page 44, in the Union County, North Carolina, Public Registry.

WHEREAS, the said Carolina Caribbean Corporation desires now for the use and benefit of itself, its successors and assigns, and for future owners of tracts in said subdivision to place and impose certain conditions and restrictions on the said tracts in the said subdivision;

NOW, THEREFORE, in consideration of the premises, Carolina Caribbean Corporation for itself, its successors and assigns, and for its future grantees, their heirs, successors and assigns, does hereby place and impose on all the tracts in the above-described parcel of land, the conditions and restrictions set out in the "Declaration of Restrictions - Triple-C Mini-Ranches" attached hereto and made a part hereof as though fully set out herein.

IN WITNESS WHEREOF, Carolina Caribbean Corporation has caused this instrument to be signed in its name by its Vice President, and its corporate seal to be hereto affixed and attested by its Assistant Secretary, all in pursuance of authority duly given by resolution of the Board of Directors of Carolina Caribbean Corporation.

This 9th day of June, 1970.

[CORPORATE SEAL]

CAROLINA CARIBBEAN CORPORATION

ATTEST:

By:

Assistant Secretary

Vice President

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STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

This 9<sup>th</sup> day of June, A.D., 1970, personally came before me GLEN B. HARRYMAN who, being by me duly sworn, says that he is the Vice President of CAROLINA CARIBBEAN CORPORATION and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said GLEN B. HARRYMAN acknowledged the said writing to be the act and deed of said Corporation.

Notary Public

My Commission Expires:

January 15, 1975