

NORTH CAROLINA

UNION COUNTY

RESTRICTIVE COVENANTS

for record  
date 3-14-90 of book P M.  
OWELL PLYER, Register of Deeds  
Union County, Monroe, North Carolina

*Robert*

THIS DECLARATION made this 14th day of May, 1990, by Medlin Farms, Inc., a North Carolina corporation, hereinafter referred to as "Declarant" or "Seller"; and Paul J. Martin and Margaret H. Martin, Beneficiaries and holders of the first deed of trust item.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain tract of land hereinafter described located in Union County, North Carolina, and

RECORDED  
and  
VERIFIED  
JMG

WHEREAS, Declarant desires to subject and impose said property with mutual and beneficial restrictions, covenants, conditions and limitations of uses to which they may be put and place same under a general plan or scheme of improvement for the benefit and complment of said property, obligating the present and future owners of said property in accordance therewith.

NOW, THEREFORE, Declarant hereby declares that said property for which these restrictions are adopted are held and shall be held, conveyed, hypothecated, leased, rented, used, occupied and improved, subject to the following restrictions, all of which are declared and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property herein described. The declaration of restrictions is designed for the purpose of keeping said property desirable and uniform, and in suitable esthetic and practical design and use as herein specified; and all of the restrictions herein contained shall run with the land and be binding upon all parties having or acquiring any right, title or interest in or to all the real property or any part or parts thereof subject to such restrictions.

DESCRIPTION OF PROPERTY

All those certain tracts of land being situated in Lanes Creek Township, Union County, North Carolina, and known as tracts in Medlin Farms, Inc., its successors and assigns and more particularly described on plat recorded in the Office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet C, File No. 530.

RESTRICTIONS

In the following covenants and restrictions, whenever the term "Seller" shall appear or be used herein, it shall be deemed and construed to mean and include Medlin Farms, Inc., its successors and assigns; whenever the term "Purchaser" shall appear or be used herein, it shall be deemed and construed to mean and include all purchasers and their respective heirs, legal representatives, administrators, executors and assigns; whenever "Tract" shall appear or be used herein, it shall be deemed and construed to mean and refer to any lot or portion of lot of land as shown upon said recorded subdivision plat.

1. All tracts of the subject property shall be used solely and exclusively for residential purposes and the limited business purposes described herein.
2. With the exception of tracts numbered 1 and 6, no residential structure, other than as described herein, shall be erected, altered, placed, or permitted to remain on any tract other than one detached single-family dwelling and other accessory structures customarily incidental to country residential use and for farming and nursery operations. All such structures other than well houses shall be situated so that no wall or other portion thereof shall be any closer to the front of said lot than the front wall of the residential dwelling. Tracts numbered 1 and 6 may have more than one detached single-family dwelling, provided prior written approval is granted by Medlin Farms, Inc.
3. Limited business ventures for livestock, farm products and nursery operations will be allowed, provided, no wholesale or retail outlet structure

*Return to Piny & Family*

*Supplemental Declaration Expanding  
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is built on subject property without the express written permission of Medlin Farms, Inc. for allowing such, and further provided, that said business ventures do not become an annoyance or nuisance to the neighborhood; it being the intent of these restrictions to allow farming and nursery businesses to be carried on. However, no swine or fowl shall be raised, kept or maintained on any tract.

4. No building shall be constructed nearer than 125 feet to the center line of North Carolina State Roads 2113 and 2114, nor nearer than 15 feet to any side or rear lot line, unless prior written approval is given by Medlin Farms, Inc. for allowing an exception. On lots numbered 23 and 24, no building shall be constructed nearer than 40 feet to the proposed road right of way.

5. Any conventional residential building located on any tract shall have a minimum of 850 square feet of heated area. Any mobile home located on any tract shall not be less than 12 feet wide and 45 feet long. Any mobile home located on any tract shall not be more than eight (8) years old at the time of placement unless prior written approval is given by Medlin Farms, Inc. for allowing an older model to be located on any tract. The front door of any residence erected or situated on a tract shall face the main street on which any residence is located unless prior written approval is given by Medlin Farms, Inc. for allowing an exception.

6. All residences must be underpinned prior to having the electric power turned on by the local utility department, and within two (2) months from the time a mobile home is placed on any tract. Underpinning must be constructed of new materials, consisting of either brick, metallic or vinyl mobile home skirting. The use of any other type of material must receive written approval of the Seller prior to installation.

7. No basement, tent, shack, garage, barn or other outbuilding erected on any tract shall at any time be used as a temporary or permanent residence.

8. No outside toilet or toilet facilities shall be permitted outside the main structure. The main structure shall contain inside toilets which shall be connected to an approved septic tank system in accordance with state and county health regulations.

9. A fifteen (15) foot easement is reserved along the inside of the front lot line street right of way for utility and draining easements, and a ten (10) foot easement is reserved along the inside of each side and rear lot line. Other easements are reserved as shown on recorded map of Medlin Farms, Inc.

10. It shall be the responsibility of each property owner to prevent the development of any unclean, unsightly or unkempt conditions of building or grounds which shall tend to substantially decrease the beauty of the neighborhood as a whole or of a specific area. No unused objects, unused apparatus, uninsured or unlicensed automobiles or any portion thereof shall be permitted to remain exposed on any property. All property shall be kept clean and free of garbage, junk, trash, debris or any substance that might contribute to a health hazard or the breeding and habitation of snakes, rats, insects or other pests.

11. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owners of the subdivision other than the property to which these restrictive covenants specifically apply.

12. No offensive or noxious trade or activity shall be carried on upon any tract nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.

13. Seller hereby reserves the right to use, dedicate and declare any of the above described property owned by it as easement and right-of-way for streets for the purpose of providing temporary or permanent access to or from the above described property or other property owned by it, prior to its sale.

14. No lot or any portion thereof of any purchaser may at any time be used as a road, access road, street or alleyway without the express written permission of the Seller.

15. All driveways and driveway pipes shall be installed and constructed in accordance with those standards established by the North Carolina Department of Transportation for secondary residential streets.

16. If any person, firm or corporation hereinafter owning any of said property shall violate any of the restrictions, conditions and covenants herein, it shall be lawful for Medlin Farms, Inc. or any person, firm or corporation owning any of the above described property restricted hereby to prosecute any proceedings at law or in equity against the person, firm or corporation violating or attempting to violate any such restrictions, conditions, and covenants, and either to prevent him or it from doing so, or to recover damages or other dues for such violation.

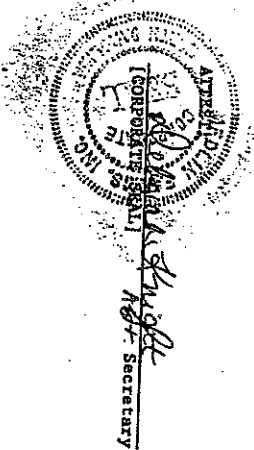
17. The restrictions herein imposed shall remain in full force and effect for a period of twenty (20) years from the date hereof, at which time said restrictions, conditions and covenants shall be automatically extended for successive period of ten (10) years each, unless by vote of a majority in interest of the then owners of the lots restricted hereby it is agreed to change said restrictions, conditions and covenants, in whole or in part.

18. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. The development of additional sections of Medlin Farms is contemplated by Seller, and these covenants and restrictions may be extended by supplemental declaration to surrounding and contiguous property owned by Seller by filing of record a supplemental declaration executed by Seller, or its successors or assigns.

THIS DECLARATORY STATEMENT OF LIMITATIONS, RESTRICTIONS AND COVENANTS shall run with the Land and is hereby declared and voluntarily executed this 14th day of May, 1990.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed in its name by its duly authorized officers, and its corporate seal to be hereto affixed by authority of its Board of Directors, this the 14th day of May, 1990; and Paul J. and Margaret H. Martin sign this document for the purpose of joining in this Declaration and consenting thereto. MEDLIN FARMS, INC.



*Virginia K. Doyer*  
Notary Secretary

By: *William D. Bryant*  
Vice President

*Paul J. Martin* (SEAL)  
Paul J. Martin

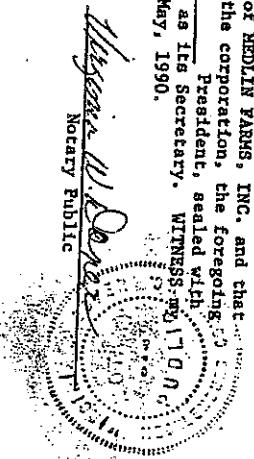
*Margaret H. Martin* (SEAL)  
Margaret H. Martin

*Margaret H.* (SEAL)

NORTH CAROLINA  
HECKLERBURG COUNTY

I, Virginia K. Doyer, a Notary Public for said County and State, do hereby certify that Deborah Knieht personally appeared before me this

day and acknowledged that she is <sup>the</sup> Secretary of MEDLIN FARMS, INC. and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Secretary. WITNESS my hand and notarial seal, this 14th day of May, 1990.



My commission expires: 7-15-90

NORTH CAROLINA

COUNTY

I, Paul J. Martin and Mary H. Martin, a Notary Public for said County and State, do hereby certify that Paul J. Martin and Mary H. Martin personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and notarial stamp or seal, this 14 day of May, 1990.

Notary Public

My commission expires:

NORTH CAROLINA - Union County Virginia M. Doolittle  
The foregoing certificate of Virginia M. Doolittle  
Notary Public of Mecklenburg Co., N.C.

Is (yes) certified to be correct. This instrument was prepared for registration and recorded in this office as Book 494 Page 381  
this 14 day of May 19 90 at 3:10 o'clock P M.  
By Virginia M. Doolittle Notary Public  
ONELL L. PLYLER, REGISTER OF DEEDS Ass'd Deputy