

WHEREAS, Providence Woods South, Inc., a North Carolina corporation, with its principal place of business in Mecklenburg County, North Carolina (hereinafter referred to as "Declarant"), is the owner of certain tracts of land located in Union County, North Carolina, as shown on plat thereof recorded in the Office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet B, File No. 219A, Plat Cabinet B, File No. 219B, Plat Cabinet B, File No. 220A, Plat Cabinet B, File No. 218A and Plat Cabinet B, File No. 218B; and

WHEREAS, Declarant, the owner of said tract of land, known as Providence Woods South Subdivision, as shown on said plats, now desires for the use of itself, its successors and assigns and future grantees, to place and impose certain protective covenants and restrictions upon Lots #60 through #138 and Lots #161 and #162, all inclusive, as shown on said plats thereof recorded in the Office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet B, File No. 219A, Plat Cabinet B, File No. 219B, Plat Cabinet B, File No. 220A, Plat Cabinet B, File No. 218A and Plat Cabinet B, File No. 218B.

NOW, THEREFORE, in consideration of the premises, Declarant, for itself, its successors, assigns and future grantees, does hereby place and impose upon all of said lots the following restrictions:

1. Said lots shall be used for residential purposes only, and no structure shall be erected, placed, altered, or permitted to remain on any lot other than one detached, single-family dwelling, together with out buildings customarily incidental to the residential use of the lot, except that Declarant reserves the exclusive right to construct a roadway over any lot owned by it in this subdivision in order to grant access to owners of any adjacent property, and in such case, the remainder of any such lot not used for the roadway shall still be subject to those restrictions.

2. Any single-family dwelling, one-story in height, shall have an enclosed heated living area of the main structure, exclusive of open porches, garages, and other unheated spaces, of not less than Two Thousand (2,000) square feet. Any one and one-half story dwellings or tri-level or split-level type dwelling erected or maintained on any of said lots shall have an enclosed heated living area of the main structure, exclusive of open porches, garages, and other unheated spaces, of not less than Two Thousand Four Hundred (2,400)

Drawn By & Mail To:
Providence Woods South Inc.
1740 E. B Independence Blvd.
Charlotte, N.C. 28205

erected or maintained on any of said lots shall have an enclosed heating living area of the main structure, exclusive of open porches, garages and other unheated spaces, of not less than One Thousand Four Hundred (1,400) square feet at what is commonly known as the ground level. One guest house shall be permitted per lot provided it is attached to the residential building by a covered walkway. Prior to any improvements being erected on any lot, the plans for said improvements must be approved in writing by the Declarant or its assigns. All out buildings shall be constructed in a fashion which shall be complementary to the residential building on said lot.

3. Garages or carports must be attached to said residences, may be constructed only on the side or rear of said residences and shall have only a rear or side car entrance, said carports or garages to be constructed in substantial conformity with the construction of the residence. All driveways shall be constructed, within one year of the completion of construction of said residence, of either concrete or asphalt or other decorative type of material approved by Declarant.

4. Any owner(s) of a lot having as its property line(s) a lake or pond shall have the right in common with other lot owners similarly situated to use the entire lake or pond for recreational purposes. The term "recreational purposes" as used herein shall include fishing, canoeing, use of paddle boats, row boats and boats driven by electric motors, but shall not include boats driven by fuel operated engines. No lot owner shall change the physical size of the lake or pond (boundaries or depth) without the written permission of all other owners of lots having property line(s) on or within said lake or pond. Any owner(s) of a lot having as its property line(s) a lake or pond shall at all times keep the perimeter or bank of the lake or pond free of all unsightly objects and the weeds and grass neatly trimmed and cut.

5. No residential building shall be located on any lot nearer than sixty-five (65) feet from the street right-of-way line of the street on which the lot fronts, nor nearer than forty (40) feet to a side street line.

No building shall be located on any lot nearer to the side lot line than fifteen (15) feet, nor nearer the rear lot line than forty (40) feet.

The "front line" of any corner lot shall be the shorter of the two property lines along the two streets.

Any lot shaped similar to a triangle shall have as its front lot line the line adjacent to the road right-of-way. All other lot lines for triangular shaped lots shall be known as side lot lines.

In the event of the unintentional violation of any of the building lines set forth, Declarant, its successors or assigns, reserves the right, by and with the written mutual consent of the owner or owners for the time being of said lot, to change the building line restrictions set forth in this instrument; provided, however, that such change shall not exceed ten (10%) percent of the marginal requirements of such building restrictions.

6. More than one (1) lot (as shown on said plat) or parts thereof, may be combined to form one (1) or more building lots by (or with the written consent of) Declarant, or its successors or assigns, and in such event the building line requirements prescribed herein shall apply to such lots, if combined. No lot may be subdivided, by sale or otherwise, except Declarant, its successors and assigns, reserves the right to subdivide any lot which it owns. Upon combination or subdivision of lots, the easements reserved herein shall be applicable to the rear, side and front lot lines of such lot as combined or subdivided.

7. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on a lot and remodeling or converting the same into a dwelling unit in this subdivision. No structure placed on any lot shall have an exterior of either block or cement block. Any dwelling constructed upon a lot must be completed within one (1) year subsequent to commencement of construction, except with the written consent of Declarant, its successors or assigns.

8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, and no animals or poultry of any kind may be kept or maintained on any of said lots, except dogs, cats, and horses.

9. No mobile home or mobile home parks shall be allowed or maintained upon any of said lots. Declarant shall be permitted to erect a mobile office on any lot that it owns for the purpose of maintaining a sales information center.

sold or at a time that Declarant shall choose, but in no event shall said mobile office remain longer than three years from the date this instrument is recorded.

10. No trailer, basement, tent, shack, garage, or other out building erected on any lot shall be used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

11. Until such time as an approved sewage disposal system shall become available, sewage disposal shall be made only by septic tank with nitrification field or other system which meets the approval of the North Carolina State Board of Health, or other health authority having jurisdiction. In the event a sewage disposal system becomes available in the street immediately in front of said lot, no more septic tanks or other systems shall be installed, and the sewage disposal shall be made by said system.

12. No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage, or other waste shall not be kept, except in sanitary containers.

13. Easements thirty (30) feet in width along the exterior subdivision boundary lot lines and fifteen (15) feet in width along the interior lot lines are reserved for installation and maintenance of utilities, including the right to keep said easements free and clear of all obstructions. Declarant has constructed nature trails over a portion of said 15 ft. and 30 ft. easements for the enjoyment of the Providence Woods South Homeowners Association members and other assigns as shall be determined by Declarant. Declarant and its assigns shall have the right of ingress, egress and regress over and upon said nature trails including the right to maintain the nature trails in good condition. The nature trails referred to above are described as follows: /

Along the common side line of Lots #60 and #61 continuing to the rear of Lot #61, then along the rear lot lines of Lots #61, #62, across the right rear corner of Lot #64, continuing along the rear lot lines of Lots #65 and #66, then along the common side lines of Lots #67 and #162; also along the rear lot lines of #161 and #162; beginning again at the common side line of Lots #116 and #117 and continuing along the side lot line of Lot #116 which borders the rear lot line of Lot #118, continuing along the rear lot line of Lot #116 which borders the right

along the rear lot line of Lot #98 which runs toward Lot #97 and continuing along the common side line of Lots #97 and #98 to the street; also along the rear of Lot #98 which runs toward Lot #99 continuing along the common rear lot lines of Lots #98, #99, #100, #101, #102, #103, #104, #115, #114, #113, #109, #108 and along the rear of Lot #107 which shares a common line with the left side line of Lot #104, continuing along the side lot line of Lots #104 and #105 and joining the road right of way; also beginning at the common side line of Lots #75 and #76 and continuing along the rear lot lines of Lots #76, #77, #79, #80, #81, and across the left rear lot line of Lot #83 and continuing across the rear lot lines of Lots #84 and #85, continuing along the side lot line of Lot #86 which borders the property of Providence Woods Subdivision and the property owned now or formerly by J. W. Sawyer to the end of said side lot line; beginning again at the front of Lots #129 and #130 along their common side line to the lake and a 30 ft. easement for nature trails along the lake's edge in a westerly direction and across the lake's dam into another phase of Providence Woods South Subdivision which is yet to be recorded.

A map of the above described nature trails is on Page Seven of this document as a visual reference in determining the location of the said nature trails.

On the plat map recorded in Plat Cabinet B, File No. 220A, there is shown a 45 ft. access easement between Lots #93 and #94 which is to be utilized and maintained by the Providence Woods South Homeowners Association and other assigns as designated by Declarant. Declarant has constructed a decorative fence along the edges of said 45 ft. easement. The ownership of said fence shall be vested in the Providence Woods South Homeowners Association, Inc.

14. No motorized vehicles may be operated on any of said nature trails, except for maintenance purposes.

15. No fence or wall having a height in excess of forty-two (42) inches shall be maintained or permitted on any lot from the building setback line on said lot to the street line. No chain link fences shall be erected on any lot.

16. No signs of any description shall be displayed upon any lot with the exception of "For Rent" or "For Sale", which signs shall not exceed two (2) feet by three (3) feet in size, except that Declarant shall be allowed to maintain larger signs, which shall be tasteful in appearance, at its sales

the property to which these restrictive covenants specifically apply. The property described herein is also subject to that certain Declaration of Covenants, Conditions, and Restrictions duly filed for record in Book 395 at Page 77 in the office of the Register of Deeds of Union County, North Carolina.

18. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce these restrictive covenants by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceedings including a reasonable attorney's fee.

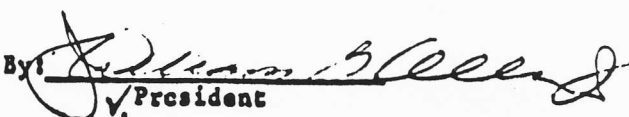
19. Invalidation of any one or more of these covenants by judgment or court shall not adversely affect the balance of said covenants, which shall remain in full force and effect.

20. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, 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 then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

21. Notwithstanding Paragraph 1 above, Providence Woods South, Inc. reserves the right to convey any of the aforesaid lots to Providence Woods South Homeowners Association, Inc. for recreational purposes.

IN WITNESS WHEREOF, Declarant has caused these presents to be signed in its name by its proper corporate officers and its corporate seal to be affixed hereto by authority of its Board of Directors, this the 17th day of December, 1985.

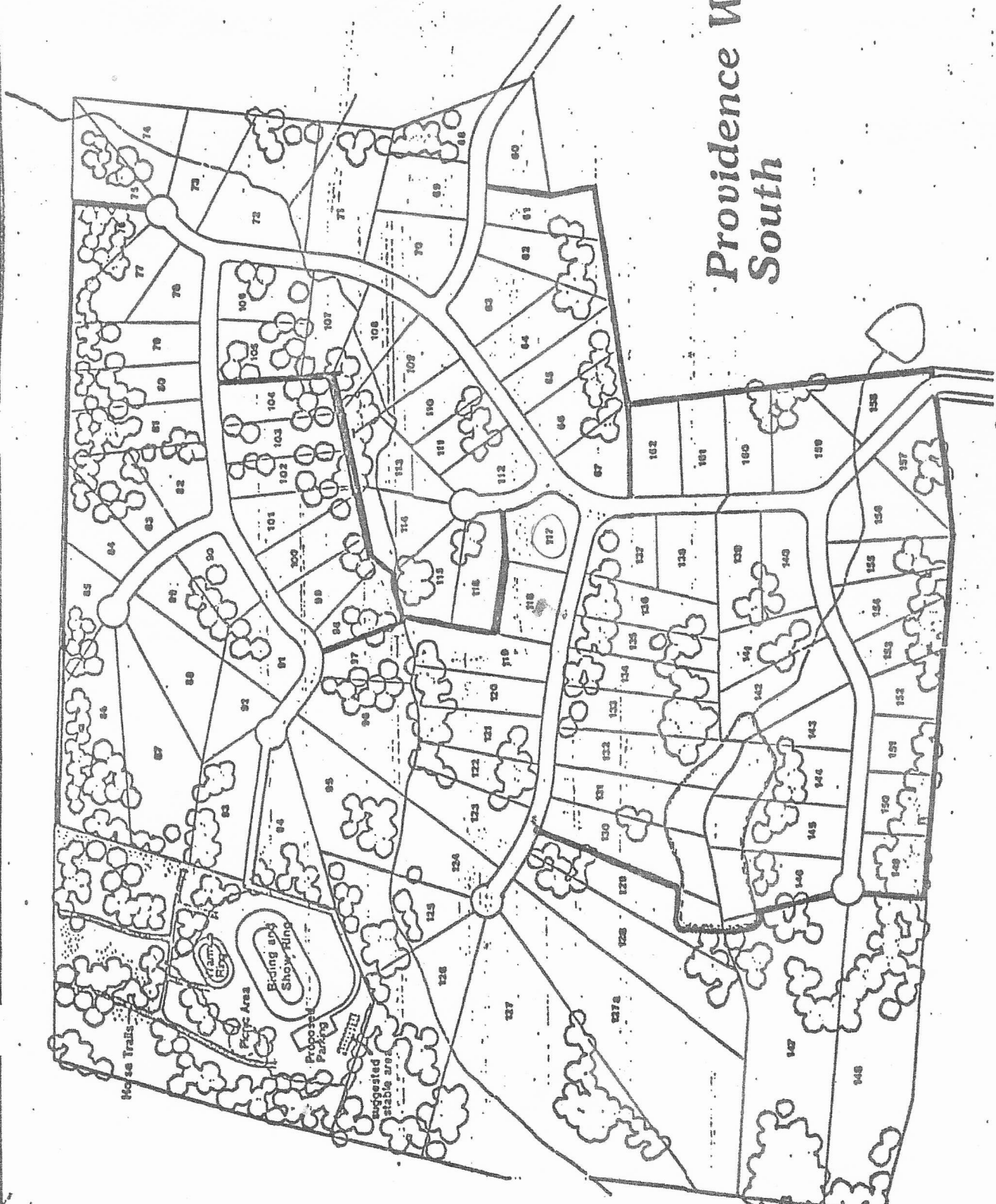
PROVIDENCE WOODS SOUTH, INC.

By: 
President




Secretary

Providence Wood South



COUNTY OF MECKLENBURG

This the 17th day of December, 1985, personally came before me William G. Decker, Jr., who, being by me duly sworn, says that he is the _____ President of Providence Woods South, Inc. and 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 ✓ President acknowledged the said writing to be the act and deed of said corporation.

William G. Decker, Jr.
Notary Public



My commission expires: 8-23-88

STATE OF NORTH CAROLINA-UNION COUNTY

The foregoing certificate of William G. Decker, Jr. a notary public of Mecklenburg County, State of NC is certified to be correct. Filed for record this the 18 day of Dec., 1985 at 1:30 o'clock P. M. in Book 399 Page 72.

MARY B. CARRIKER-REGISTER OF DEEDS

BY: John T. McGee, Deputy