

*with
Track*

30 lots

Phase VII

RECORDED
BOOK

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 a certain tract of land located in Union County, North Carolina, containing 32.16 acres more or less, attached hereto as Exhibit "A" and incorporated by reference, and

WHEREAS, Declarant, the owner of said tract of land, now desires for the use of itself, its successors and assigns and future grantees, to place and impose certain protective covenants and restrictions on said 32.16 acre tract more or less, described on Exhibit "A" hereto.

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) square feet. Any two-story dwellings erected or maintained on any of said lots shall have an enclosed heated living area of the main structure, exclusive of

Mailed by: W. David Thurman, P.O. Box 34607, Charlotte, N.C.
Providence Woods South, Inc. 377-4164 08234

open porches, garages and other unheated spaces, of not less than Two Thousand Eight Hundred (2,800) square feet. Any multi-level or multi-story dwelling 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 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.

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 twenty (20%) 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 exposed exterior or 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. Said mobile office shall be removed after all of the above described lots are sold or at a time that Declarant shall choose, but in no event shall said mobile office remain longer than five 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.

14. No fence or wall having a height in excess of sixty (60) 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 except for enclosing tennis courts.

15. 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 information center.

16. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this subdivision other than 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 Deed Book 5173 at Page 801 in the office of the Mecklenburg County, North Carolina Public Registry and in Book 395 at Page 77 in the office of the Register of Deeds of Union County, North Carolina.

17. 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.

18. 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.

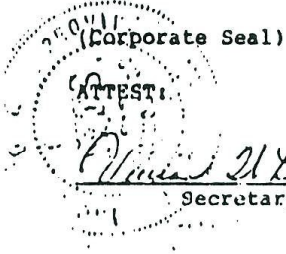
19. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless 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.

20. 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 29th day of October, 1987.

PROVIDENCE WOODS SOUTH, INC.

By William B. Allen
President



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This the 29th day of October, 1987, personally came before me William B. Allen, Jr., who, being by me duly sworn, says that he is the Vice 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 Vice President acknowledged the said writing to be the act and deed of said corporation.

Judy E. Baker
Notary Public

My commission expires: 1/03/92

NORTH CAROLINA -- Union County
The foregoing certificate(s) of Judy E. Baker
Notary Public of Meck. Co. N.C.

(cert) certified to be correct. This instrument was presented for registration and recorded in this office at Book 428, Page 516
on 19 day of November, 19 87 at 9:51 o'clock A. M.
JUDY B. CHAPMAN, REGISTERED CLERK

By: Jean I. Moore Deputy/Asst.

Beginning at a point in the center line of State Road #1346 (Hemby Road) in a line of the R. S. Morris, Jr., Estate property as described in Book 368, page 846, Union County Registry; thence along and with State Road #1346 two calls as follows: 1st. North 85° 48' 49" West, 350.77 feet; 2nd. North 89° 55' 08" West, 226.07 feet to a point; thence with three lines of Providence Woods South as follows: 1st North 21° 01' 52" East, 404.19 feet to an iron; 2nd. North 08° 30' 32" East, 995.72 feet to a concrete monument; 3rd. South 84° 13' 23" East, 715.0 feet to a concrete monument in a line of property of Mandy Corporation as described in Book 331, page 697, Union County Registry; thence with two lines of said Mandy Corporation property as follows: 1st. South 05° 46' 37" West, 150.0 feet to an iron; 2nd. South 84° 16' 23" East, 437.39 feet to an iron in a line of other property of Providence Woods South as shown on a plat recorded in plat Cabinet B, File 197-A, in the office of the Register of Deeds of Union County; thence with a line of said property, South 04° 40' 36" East, 872.45 feet to an iron in a line of property of the R. S. Morris, Jr., Estate; thence with three lines of the said Morris property as follows: 1st. North 86° 56' 28" West, 296.21 feet to an iron; 2nd. North 83° 01' 01" West, 471.75 feet to an iron; 3rd. South 25° 23' 17" West, 361.64 feet to the point of BEGINNING, containing 32.16 acres, more or less, according to a survey and plat thereof by Sam Malone & Associates dated February 24, 1987.

Exhibit "A"

Phase V

*Reference
Kee*

STATE OF NORTH CAROLINA)
COUNTY OF UNION)

RESTRICTIVE COVENANTS

RECORDED
and
VERIFIED
BGS

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 Mecklenburg County, North Carolina, and Union County, North Carolina, as shown on plats thereof recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina, in Map Book #21, Page #452, and on plats thereof recorded respectively in the office of the Register of Deeds for Union County, N. C. in Plat Cabinet B, File #287A and Plat Cabinet B, File #287B; 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 139, 141, 142, 143, 144, 145, 146, 147, 159, and 160 (there is no lot 140), 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 287A and Plat Cabinet B, File 287B. Lots 145, 146, and 147 are also shown on plats thereof recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina in Map Book #21, Page 452.

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.

Drawn by and Mail to:
Providence Woods South, Inc.
1740 E. Independence Blvd.
Charlotte, NC 28205

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) square feet. Any two-story dwellings 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 Eight Hundred (2,800) square feet. Any multi-level or multi-story 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 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, 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.

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. Said mobile office shall be removed after all of the above described lots are 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. 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.

14. 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 information center.

15. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this subdivision other than 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 Deed Book 5173 at Page 801 in the office of the Mecklenburg County, North Carolina Public Registry and in Book #395 at Page #77 in the office of the Register of Deeds of Union County, North Carolina.

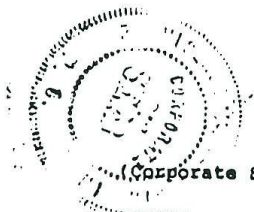
16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce these restrictive covenants by appropriate legal or equitable proceedings, 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.

17. 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.

18. 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.

19. 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 22nd day of August, 1986.



(Corporate Seal)

PROVIDENCE WOODS SOUTH, INC.

WILLIAM G. ALLEN, JR.

By: William G. Allen, Jr.
Vice President

ATTEST:

Winn H. Kelly
Secretary

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This the 22nd day of August, 1986, personally came before me William G. Allen, Jr., who, being by me duly sworn, says that he is the Vice 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 Vice President acknowledged the said writing to be the act and deed of said corporation.

Judy Baker
Notary Public

My commission expires: 1/1/90

STATE OF NORTH CAROLINA-UNION COUNTY
The foregoing certificate of Judy Baker a notary public of Mecklenburg County, State of NC is certified to be correct. Filed for record this the 22nd day of Aug., 1986 at 1:45 o'clock p. M. in Book 419 Page 417.
MARY B. CARRIKER-REGISTER OF DEEDS
BY: Jean J. Moore, Deputy

SUBDIVISION STREET DISCLOSURE STATEMENT

SUBDIVISION: Providence Woods South, Phase V, Union County, and Mecklenburg County, North Carolina, consisting of Lots 139, 141, 142, 143, 144, 145, 146, 147, 159, and 160, as shown on plats recorded in the office of the Register of Deeds for Union County, North Carolina in Plat Cabinet B, File 287A and Plat Cabinet B, File 287B, and lots 145, 146, and 147 as shown on plats thereof recorded in the office of the Register of Deeds for Mecklenburg County, North Carolina, in Map Book 21, Page 452, said recordings shall hereafter be referred to as "Recordings."

The undersigned Developer and Seller does hereby certify that there are various 60-foot private road(s) shown on said "Recordings" and that said 60-foot private roads are designed and built to Union County standards and have been so approved by the Union County authorities and have been designed and built to State standards but have not been so approved by State authorities. The undersigned Developer and Seller also certifies that the design and construction of said private road(s) was intended to meet the minimum standard sufficient to allow inclusion on the County and/or State system for maintenance.

The undersigned Developer and Seller certifies that said 60-foot private road(s) aforesaid has/have not been dedicated as public road(s) under the Union County Subdivision Ordinance, and that said road(s) is/are defined as a private road(s) for the purposes of maintenance as related to the County and/or State Highway Department.

Until such time as said 60-foot private road(s) shall meet the minimum standards adopted by the County and/or State Highway Department for acceptance in the Highway System, the responsibility for maintenance and repair to said private road(s) shall be borne by the Providence Woods South Homeowners Association, Inc.

This the 22nd day of August, 1986.

DEVELOPER AND SELLER:

PROVIDENCE WOODS SOUTH, INC.

By: Virginia H. Kitley
Secretary

I hereby acknowledge receipt of the above Subdivision Street Disclosure Statement, this the _____ day of _____, 19_____.

BUYER: _____

BUYER: _____

Address of Buyer:

