

BOOK 412 PAGE 515

VERIFIED and ORDERED  
KAPL  
Koe

STATE OF NORTH CAROLINA  
COUNTY OF UNION

RESTRICTIVE COVENANTS

WHEREAS, Lake Providence Properties, Inc., a North Carolina Corporation (hereinafter referred to as Developer) with its principal place of business in Mecklenburg County, North Carolina, is the owner of certain tracts of land located in Union County, North Carolina, as shown on a plat thereof recorded respectively in the office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet 13 File Number 303A; and,

WHEREAS, Lake Providence Properties, Inc., the owner and Developer of said tract of land as shown on said plat, now desires for the use of itself, its successors and assigns and future grantees, to place and impose certain protective covenants and restrictions upon said tract.

NOW, THEREFORE, in consideration of the premises, Lake Providence Properties, Inc., for itself, its successors/ assigns and future grantees, does hereby place and impose upon all of said tracts the following restrictions:

1. Said Tract shall be used for residential purposes only, and no structure shall be erected, placed, altered, or permitted to remain on any tract other than one detached, single-family dwelling, together with outbuildings customarily incidental to the residential use of the tract.
2. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to an approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Developer, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within fifteen (15) days after said plans and specifications have been submitted to it, approval will not be required, and this paragraph will be deemed to have been fully complied with. It is provided, however, that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development.

An Architectural Control Board (hereinafter referred to as "ACB") is hereby created. All plans and specifications must be first submitted to said Board for approval. The ACB shall be composed of such individuals as shall be named by Lake Providence Properties, Inc. The powers of said Board shall include approval as well as the cutting of any trees located thereon, that is to say, no tree shall be cut from said lot without the prior approval of the ACB.

3. No residential structure shall contain less than 2,500 square feet of heated area; provided, however, that if approved by the ACB, such residence may contain 2,500 square feet under the roof.

4. All outbuildings to be erected upon the premises shall likewise be subject to the approval of the Developer, and all such outbuildings shall be erected to the rear of the main dwelling and no closer than 10 feet to the side tract line, in which event, same shall be located no nearer than 60 feet from any side street.

5. All mailboxes, including the post which supports same, must be approved by the ACB, and all such mailboxes shall be of conventional design, and in no event shall any radical, unusual or grotesque type supports or boxes be used.

6. No trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding erected on said tract shall be used as a residence, either temporarily or permanently, nor shall any building erected on said lot have an exterior construction of concrete block or asbestos siding.

DRAWN BY & MAIL TO:  
WEAVER, BENNETT & BLAND, P.A.  
P.O. BOX 2570  
MATTHEWS, NC 28106  
MAB

See Amendment  
Re-699 B-869

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7. The grounds and shrubs shall be kept neatly trimmed at all times, and no unsightly personal property of any type, including, but not limited to, junk automobiles, farm implements, and commercial vehicles or buses exceeding two tons shall be allowed to be kept parked on the premises of street on a regular or frequent basis; provided, that such personal property may be kept to the rear of the residence located thereon out of sight of the general public; provided, further, that no mobile home in any event shall be maintained on the premises.

8. No right-of-way or easement for ingress and egress shall be granted by the owner of said tract or any subsequent grantee or grantees thereof to any land owners adjoining said tract in Lake Providence Properties, Inc., without the express written approval of Lake Providence Properties, Inc.

9. Garages or carports 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.

10. No residential building shall be located on any lot nearer than One Hundred (100) feet to the front lot line nor nearer than Sixty (60) feet to a side street center line unless specifically approved in writing by the ACB.

No residential 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.

In the event of the unintentional violation of any of the building lines set forth, Lake Providence Properties, Inc., 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 tract) to change the building line restrictions set forth in this instrument; provided, however, that such change shall not exceed Ten Percent (10%) of the marginal requirements of such building restrictions.

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

12. 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 tract and remodeling or converting the same into a dwelling unit in this subdivision. No structure placed on any tract shall have an exterior of either block or cement block. Any dwelling constructed upon a tract must be completed within one year subsequent to commencement of construction, except with the written consent of Lake Providence Properties, Inc., its successors or assigns, which written consent Lake Providence Properties, Inc., its successors or assigns, agrees to give if the delay in construction is due to circumstances reasonably beyond the control of the owner of said tract.

13. No noxious or offensive trade or activity shall be carried on upon any tract, 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 tracts except dogs and cats. Horses may be allowed in writing by Lake Providence Properties, Inc.

14. 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 tract, no more septic tanks or other system shall be installed and the sewage disposal shall be made by said system.

15. No portion or part of any tract 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.

BOOK 1 | 2 PAGE 5 | 7

16. Easements fifteen (15) feet in width along the front and rear lines and seven and one-half (7-1/2) feet in width along side lines are reserved for installation and maintenance of utilities, including the right to keep said easements free and clear of all obstructions. These easements along the rear and side lines are also reserved as drainage easements.

17. All fences must be approved by the ACB.

18. No signs of any description of any description shall be displayed upon any tract with the exception of signs "For Rent" or "For Sale", which signs shall not exceed two (2) feet by three (3) feet in size.

19. Only concrete or asphalt drives shall be allowed on any lot servicing any dwelling. Upon application to the ACB, the ACB may allow up to 1 year from the completion on the dwelling for surfacing of any driveway.

20. 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.

21. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either or restrain violation or to recover damages.

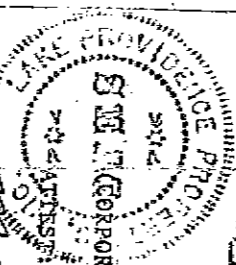
22. Invalidation of any one or more of these covenants by judgment of court shall not adversely affect the balance of said covenants, which shall remain in full force and effect.

23. These covenants are to run with the land and shall be binding on all parties and all 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.

24. No metal buildings shall be placed upon said tract, and any wooden buildings placed thereon shall be first approved by the ACB; provided, however, that split rail or wood fences may be allowed upon said tract, conditioned upon prior approval of the ACB, and said ACB shall have the final and absolute authority concerning the location of any residence, fence or other structure located on said tract with respect to the set back and side tract lines.

25. These Restrictive Covenants may be enforceable in law or equity by any aggrieved party in Lake Providence Properties, Inc., jointly or severally, and invalidation of any one of these Restrictive Covenants by judgment of a Court Order shall in no way effect any of the other provisions herein contained, which shall remain in full force and effect.

IN WITNESS WHEREOF, Lake Providence Properties, Inc., 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 24 day of November 1986.



ST. T. (CORPORATE SEAL)

*Richard R. Brown*  
Assistant Secretary

LAKE PROVIDENCE PROPERTIES, INC.

BY *William H. III*  
President

*6 foot fence*

RECORDED  
and  
VERIFIED  
RPP

Drawn by: Dawson, Clayton, Benton, & O'Driscoll

Map 1 to: Andrew Stallings

116 Orr in 2005  
Matthews, NC 27005

BK 699PG 869

*Robert*

STATE OF NORTH CAROLINA  
COUNTY OF UNION

AMENDMENT TO RESTRICTIVE  
COVENANTS

WHEREAS, LAKE PROVIDENCE PROPERTIES, INC., a North Carolina corporation, with its principal place of business in Mecklenburg County, North Carolina, has developed a certain tracts of land in Union County, North Carolina which is shown on a tract thereof recorded in the Union County, North Carolina Public Registry in Plat Cabinet B, File Number 350 B which plat is a revision of that certain plat recorded in Plat Cabinet B in File Number 306 B;

AND WHEREAS, Andrew L. Stallings and wife, Margaret G. Stallings, are the owners of that certain lot designated as Lot 31, Section III, Phase II of Lake Providence Sub-Division as shown on Plat Cabinet B, File 350 B as recorded in the Union County Public Registry;

AND WHEREAS, Lake Providence Properties, Inc. and Andrew L. Stallings and wife, Margaret G. Stallings, are desirous of amending those certain restrictions recorded in the Union County, North Carolina Public Registry in Book 412 at Page 511 and Page 515 and in Book 432 at Page 304;

NOW THEREFORE, for valuable consideration, the parties hereto, for themselves, their successors and assigns do hereby amend the aforementioned restrictions in the following respect as regards Lot 31, Section III, Phase II of Lake Providence Sub-Division as recorded in Plat cabinet B, File 350 B in the following respect:

The house located on Lot 31 or any residential building thereon shall be located no nearer to the side street (Highview Road) center line than 40 feet.

IN TESTIMONY WHEREOF, the above designated parties do set their hands and seals

This the 25 day of April

1994.

LAKE PROVIDENCE PROPERTIES, INC.

BY: *W. Robert*  
President

ATTEST:

BY: *Andrew L. Stallings*  
ASSISTANT SECRETARY

Andrew L. Stallings

(Seal)

021175

*Margaret G. Stallings*

(Seal)

Margaret G. Stallings

See Restricted Mod.  
BK 1071 pg 145

RECORDED  
and  
VERIFIED  
BGS

BK 755 PG 246

Filed for record  
Date 12-22-64  
Time 9:30 o'clock A. M.  
JUDY G. PRICE, Register of Deeds  
Union County, North Carolina

Priority  
Made to:  
APB

STATE OF NORTH CAROLINA  
COUNTY OF UNION

030418

RESTRICTIVE COVENANTS

attorney  
APB

WHEREAS, Lake Providence Properties, Inc., a North Carolina corporation (hereinafter referred to as "Developer") with its principal place of business in Union County, North Carolina, is the owner of certain tracts of land located in Union County, North Carolina, as shown on plats thereof entitled "Valley Ranch, Phase I" and recorded respectively in the office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet D, File Number 803, Plat Cabinet D, File Number 825, and Plat Cabinet D, File Number 837; and

WHEREAS, Lake Providence Properties, Inc., the owner and Developer of said tracts of land as shown on said plats, now desires for the use for itself, its successors and assigns, and future grantees, to place and impose certain protective covenants and restrictions upon said tracts.

NOW, THEREFORE, in consideration of the premises, Lake Providence Properties, Inc., for itself, its successors, assigns and future grantees, does hereby place and impose upon said tracts the following restrictions:

1. Said Tract shall be used for residential purposes only, and no structure shall be erected, placed, altered, or permitted to remain on any tract other than one detached, single-family dwelling, together with outbuildings customarily incidental to the residential use of the tract.

2. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Developer, or by an architectural control committee composed of three (3) or more representatives appointed by the Board, or its designated committee, fails to approve or disapprove such design and location within fifteen (15) days after said plans and specifications have been submitted to it, approval will not be required, and this paragraph will be deemed to have been fully complied with. It is provided, however that nothing herein contained shall be construed to permit interference with the development of the properties by the Developer in accordance with its general plan of development.

An Architectural Control Board (hereinafter referred to as "ACB") is hereby created. All plans and specifications, including building site location, must be first submitted to said Board for approval. The ACB shall be composed of such individuals as shall

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3. No residential structure shall contain less and 2,500 square feet of heated area; provided, however, that if approved by the ACB, such residence may contain 2,500 square feet under the roof.
4. All outbuildings to be erected upon the premises shall likewise be subject to the approval of the Developer, and all such outbuildings shall be erected to the rear of the main dwelling and no closer than 10 feet to the side tract line, in which event same shall be located no nearer than 60 feet from any side street.
5. All mailboxes, including the post which supports same, must be approved by the ACB, and all such mailboxes shall be of conventional design, and in no event shall any radical, unusual or grotesque type supports or boxes be used.
6. No trailer, mobile home, basement, tenant, shack, garage, barn, or other outbuilding erected on said tract shall be used as a residence, either temporarily or permanently, nor shall any building erected on said lot have an exterior construction of concrete block or asbestos sidings.
7. The grounds and shrubs shall be kept neatly trimmed at all times, and no unsightly personal property of any type, including, but not limited to, junk automobiles, farm implements, and commercial vehicles or buses exceeding two tons shall be allowed to be kept parked on the premises or street on a regular or frequent basis; provided, that such personal property may be kept to the rear of the residence located thereon out of the sight of the general public; provided, further, that no mobile homes in any event shall be maintained on the premises.
8. No right of way or easement for ingress and egress shall be granted by the owner of said tract or any subsequent grantee thereof to any landowners adjoining said tract in Lake Providence Properties, Inc., without the express written approval of Lake Providence Properties, Inc.
9. Garages or carports 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.
10. No residential building shall be located on any lot nearer than the minimum building set-back lines shown on the recorded plat. No residential building shall be located on any lot nearer to the side lot line than 15 feet, nor nearer the rear lot line

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than 40 feet.

11. More than one tract (as shown on said plats) or part thereof may be combined to form one or more building tracts by (or with the written consent of) Lake Providence Properties, Inc., or its successors and assigns, and in such event the building line requirements prescribed herein shall apply to such tracts, if combined. No tract may be subdivided, by sale or otherwise, except Lake Providence Properties, Inc., its successors and assigns, reserves the right to subdivide any tract which it owns. Upon combination or subdivision of tracts, the easements reserved herein shall be applicable to the rear, side and front tract lines of such tract, as combined or subdivided.

12. 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 tract and remodeling or converting the same into a dwelling unit in this subdivision. No structure placed on any tract shall have an exterior of either block or cement block. Any dwelling constructed upon a tract must be completed within one year subsequent to commencement of construction, except with the written consent of Lake Providence Properties, Inc., its successors or assigns, which written consent Lake Providence Properties, Inc., its successors or assigns, agrees to give if the delay in construction is due to circumstances reasonably beyond the control of the owner of said tract.

13. No noxious or offensive trade or activity shall be carried on upon any tract, 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 tracts except dogs and cats. Horses may be allowed by consent in writing by Lake Providence Properties, Inc.

14. 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 tract, no more septic tanks or other systems shall be installed and the sewage disposal shall be made by said system.

15. No portion or part of any tract 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.

16. Easements fifteen (15) feet in width along the front and rear lines and seven and one-half (7 1/2) feet in width along side lines are reserved for installation and maintenance of utilities, including the right to keep said easement free and clear of all obstructions. These easements along the rear and side lines are

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also reserved as drainage easements.

17. All fences must be approved by the ACB.

18. No signs of any description shall be displayed upon any tract with the exception of signs "For Rent" or "For Sale", which signs shall not exceed two (2) feet by three (3) feet in size.

19. Only concrete or asphalt drives shall be allowed on any lot servicing any dwelling. Upon application to the ACB, the ACB may allow up to one (1) year from the completion of the dwelling for surfacing of any driveway.

20. During construction of any building located on any lot, the owner or contractor, whomever is the responsible party, shall maintain at all times on the lot a temporary sanitation devise (i.e. porta-john) for the purpose of waste disposal.

21. 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 specify.

22. 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.

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

24. These covenants are to run with the land and shall be binding on all parties and all 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.

25. No metal buildings shall be placed upon said tract, and any wooden buildings placed thereon shall be first approved by the ACB; provided, however, that split rail or wood fences may be allowed upon said tract, conditioned upon prior approval of the ACB, and said ACB shall have the final and absolute authority concerning the location of any residence, fence or other structure located on said tract with respect to the setback and side tract lines.

26. These Restrictive Covenants may be enforceable in law or equity by any aggrieved party in Valley Ranch, jointly or severally, and invalidation of any one of these Restrictive Covenants by judgment of a Court Order shall in no way affect any of the other provisions herein contained, which shall remain in



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full force and effect.

27. These restrictive covenants may be changed in whole or in part by recording in the Union County Public Registry, a written instrument agreeing to change said covenants signed by seventy-five per cent (75%) of the then owners of the lots shown upon the aforesaid subdivision plat.

28. Each owner of lots in the subdivision shall be responsible for the control of erosion and sedimentation upon each lot owned and shall take such steps as may be required to avoid damage to erosion and sedimentation control installations of the Developer. Any damage to such installations of the Developer caused by any failure of any owner of a lot shall be repaired by such owner who shall save Developer harmless from any loss or liability whatsoever on account thereof.

29. In order to induce North Carolina Natural Gas Company to install lines to serve residences in said tracts, all residences are required to use natural gas for water and space heating.

IN WITNESS WHEREOF, Lake Providence Properties, Inc. has caused these presents to be signed in its name by its proper corporate officers and its corporate seal to be affixed, hereto by William V. Nolan, III, 1994.

LAKE PROVIDENCE PROPERTIES, INC.  
By: William V. Nolan, III, President

APPROVE:  
John S. Spivey  
Assistant Secretary  
STATE OF NORTH CAROLINA  
COUNTY OF UNION  
John S. Spivey

I, John S. Spivey, a Notary Public, do hereby certify that John S. Spivey personally appeared before me this day and acknowledged that he is the Assistant Secretary of LAKE PROVIDENCE PROPERTIES, INC., a North Carolina corporation, 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 William V. Nolan, III as its Assistant Secretary.

WITNESS my hand and notarial seal, this the 20<sup>th</sup> day of December, 1994.

My Commission Expires John S. Spivey  
Notary Public  
12-6-98

NORTH CAROLINA - Union County  
The foregoing certificate(s) of John S. Spivey, Notary Public of Union County, N.C.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 755 Page 250  
this 20<sup>th</sup> day of December, 19 94 at 9:30 o'clock A M.  
JUDY G. PRICE, REGISTER OF DEEDS By: Mary B. Nixto As Deputy