

DRAWN BY AND MAIL TO: PERRY, PATRICK, FARMER AND MICHAUX, P.A. Field record  
1901 ROXBOROUGH ROAD, SUITE 100  
CHARLOTTE NC 28211 (Fh)

DECLARATION OF RESTRICTIONS

STATE OF NORTH CAROLINA  
COUNTY OF UNION

Date 11-14-94  
Time 4:57 o'clock P. M.  
JAY G. PRICE, Register of Deeds  
State of North Carolina, North Carolina

*Patricia*

THIS DECLARATION OF RESTRICTIONS, is made this 14th day of November, 1994, by and between PROVIDENCE OAKS PARTNERSHIP, a North Carolina general partnership (hereinafter "Developer"), and any and all persons, firms, or corporations subsequently acquiring any of the property hereinafter described.

STATEMENT OF PURPOSE

037208

Developer is developing a certain residential subdivision containing 53 lots (hereinafter "Lots") known as THE OAKS ON PROVIDENCE as the same is shown on plat thereof recorded in Plat Cabinet D, File No. 800 in the Union County, North Carolina, Public Registry (hereinafter "Development"). Developer desires to restrict the use and occupancy of the Lots in accordance with a general plan of development as hereinafter set forth for the protection of the lots and the future owners thereof.

NOW, THEREFORE, in consideration of the premises, Developer, for itself, its successors and assigns, hereby agrees with any and all persons, firms, or corporations acquiring any Lots in the Development that the same shall be, and are hereby, subject to the following restrictions, conditions, and covenants relating to the use and occupancy thereof:

1. LAND USE AND BUILDING TYPE. All Lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling, not to exceed two and one-half (2 1/2) stories in height, and a private garage for not more than three (3) cars and other outbuildings incidental to residential use of the lot. This section shall not prevent the use of model homes and construction trailers during the construction of residences within the subdivision.

2. BUILDING SETBACKS. No building shall be erected on any residential lot nearer to any street line than the building setback lines shown on the recorded map, and with respect to a corner lot no residence or other building shall be located nearer to the side street line than the building setback lines shown on the recorded map. With respect to corner lots the front lot line shall be deemed the street line having the shorter frontage, and any residence erected on such corner lot shall face the front lot line. No building, garage, carport, or other accessory building and structure incidental to the residential use of the lots shall be located nearer to a side lot line than permitted by Waxhaw/Union zoning ordinances. For purposes of determining compliance, noncompliance with the foregoing building line requirements, porches, terraces, eaves, wing-walls, and steps extended beyond the outside wall of a structure shall not be considered as part of the structure; provided, however, that this provision shall not be construed to authorize or permit encroachment of any structure upon any easement shown on the recorded plat or reserved herein or upon any other lot.

3. FENCES. No fence or wall shall be erected on any building plot closer to any street right-of-way than the building setback lines shown upon the recorded map. Chain link or other metal fencing is not permitted, except that 2"x4" mesh may be used with split rail fencing to contain children and animals within the yard. Perimeter fencing shall not have more than 50% of any of its surface closed as viewed from a point on a line of sight perpendicular to the line formed by the line of the fence; provided, however, this provision shall not prevent pre-fabricated picket fencing that may be slightly less open than the 50% requirement. A wall constructed of brick or stone masonry and used in lieu of a fence is exempt from the openness test. Fencing of a more solid or privacy nature may be used around patios, wood decks,

BK 748 PG 409

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or pools as privacy screens, said privacy fencing may be located at a distance no greater than ten (10) feet from the edge or circumference of the patio, deck or pool being screened. The fencing restrictions in this paragraph and paragraph 2 hereof shall not be applicable to model homes owned by builders.

4. LOT AREA AND WIDTH. No residential structure shall be erected or placed on any building plot, which plot has an area of less than the square footage or a width of less than the width permitted by Waxhaw-Union zoning ordinances.

5. TEMPORARY STRUCTURES AND OFF-STREET PARKING. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently. Mobile house trailers, on or off wheels, vehicles or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers", commercial vehicles of any kind operated by a member of the household occupying the dwelling on the Lot and any boats and boat trailers shall not be parked on the street or within the front or side street setback lines.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot within this subdivision in such manner as to be seen from any other Lot or any street within this subdivision, and no automobiles or other mechanical equipment may be dismantled or allowed to accumulate on any said Lot. Vehicles shall not be parked on the sidewalk or within the dedicated street right-of-way, nor shall vehicles be parked or stored on any part of the Lot not improved for that purpose, i.e. garage, driveway, carport or parking pad. This paragraph does not preclude occasional overflow parking within the street right-of-way for guests or other reasonable purposes provided that no inconvenience is imposed on the owners of other lots within this subdivision.

6. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets such as dogs and cats shall not exceed three in number except for newborn offspring of such household pets which are under (9) months in age. No savage or dangerous animals shall be kept or maintained on any Lot or in any dwelling.

7. DWELLING SIZE. The minimal heated square footage of a dwelling may not be less than 1200 square feet of heated area. Developer has the right to vary the minimum house size by 10%.

8. GARAGES, CARPORTS, BUILDINGS, ACCESSORY STRUCTURES AND POOLS. No metal carport or metal garage shall be erected or maintained on any Lot or attached to any residence building located on the Lot. No metal building or metal accessory structure of any kind shall be placed on any Lot. One noncommercial greenhouse may be located in the rear one quarter (1/4) of any Lot directly behind the residence. Construction of accessory buildings must conform in methods and materials to the primary residence. No above-ground pool structures shall be erected or maintained on any Lot.

9. EASEMENTS. Easements for installation, maintenance and repair of utilities and cable television (CATV) and drainage facilities are reserved as shown on the recorded map and over the rear ten (10) feet and each side five (5) feet of every Lot. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change

the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The party hereto reserves the right to create and impose additional easements or rights of way over unsold lot or lots for street, drainage, and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square (1) foot, one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by the builder to advertise the property during the construction and sales period, either on-site or at entry.

11. UNINTENTIONAL VIOLATIONS. In the event of the unintentional violation of any of the building line restrictions set forth herein, Developer reserves the right, by and with the mutual written consent of the owner of owners for the time being of such lot, to change the building line restriction set forth in the instrument provided, however, that such change shall not be in violation of any provisions of the zoning provisions of the Town of Waxhaw or County of Union.

12. SATELLITE DISHES OR DISCS. No free standing or roof-attached Radio or television transmission or reception towers, antennas, or discs shall be allowed on a lot, except that one dish or disc not exceeding three (3) feet in diameter and not visible from the street in front of the residence shall be allowed to be attached to the roof structure.

13. MAINTENANCE OF LOT. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any lot other than a clothesline located directly behind the residence. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure; provided however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collections by governmental or other similar garbage and trash removal units.

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

15. SEVERABILITY. Invalidiation 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.

16. TERM & AMENDMENT. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 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. These covenants may be amended during the first twenty-five year period by an instrument signed by the owners of not less than eighty (80%) of the lots.

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IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by its duly authorized Managing Partners as of the day and year first above written.

PROVIDENCE OAKS PARTNERSHIP, a (SEAL)  
Carolina general partnership

By: George P. Houston, Jr. (SEAL)  
Managing Partner

By: Vance E. Sonneberg (SEAL)  
Managing Partner

STATE OF NORTH CAROLINA  
COUNTY OF WICKLIFFENBURG

I, Renee P. Harder, a Notary Public for the County and State aforesaid, do hereby certify that George P. Houston, Jr., Managing Partner of PROVIDENCE OAKS PARTNERSHIP, a North Carolina general partnership, personally appeared before me on this 14th day and acknowledged the execution of the foregoing instrument.

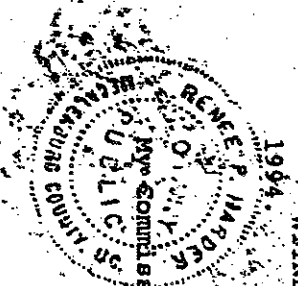
U.S. WITNESS my hand and official seal this 14th day of November,  
Renee P. Harder  
Notary Public

My Commission Expires: 6/27/95

STATE OF NORTH CAROLINA  
COUNTY OF WICKLIFFENBURG

I, Renee P. Harder, a Notary Public for the County and State aforesaid, do hereby certify that Vance E. Sonneberg, Managing Partner of PROVIDENCE OAKS PARTNERSHIP, a North Carolina general partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal this 14th day of November,  
Renee P. Harder  
Notary Public  
6/27/95



NORTH CAROLINA -- Union County Renee P. Harder  
The foregoing certificate(s) of Renee P. Harder  
Notary Public of Wickliffenburg Co., N.C.

(as) certified to be correct. This instrument was presented for registration and recorded in this office at Book 748 Page 409  
this 14th day of November, 1994 at 4:51 o'clock P. M.  
By: Judy G. Price Auditor/Registrar  
JUDY G. PRICE, REGISTER OF DEEDS

BK 912PG398

DRAWN BY AND MAIL TO:

PERRY, PATRICK, FARMER AND MICHAUX, P.A.  
1901 ROXBOROUGH ROAD, SUITE 100  
CHARLOTTE, NC 28211  
STATE OF NORTH CAROLINA (rh/sp)

COUNTY OF UNION

DECLARATION OF RESTRICTIONS

RECORDED

and

VERIFIED

JRS

Filed for record  
Date 10-16-96  
Time 10:45 o'clock A.M.  
JUDY G. PRICE, Register of Deeds  
Union County, Monroe, North Carolina

*[Handwritten signature]*

THIS DECLARATION OF RESTRICTIONS, is made this 14th day of October, 1996, by and between PROVIDENCE OAKS PARTNERSHIP, a North Carolina general partnership (hereinafter "Developer"), and any and all persons, firms, or corporations subsequently acquiring any of the property hereinafter described.

STATEMENT OF PURPOSE

Developer is developing a certain residential subdivision containing 33 lots (hereinafter "lots") known as THE OAKS ON PROVIDENCE as the same is shown on plat thereof recorded in plat Cabinet E, file No. 419 in the Union County, North Carolina, Public Registry (hereinafter "Development"). Developer desires to restrict the use and occupancy of the lots in accordance with a general plan of development as hereinafter set forth for the protection of the lots and the future owners thereof.

NOW, THEREFORE, in consideration of the premises, Developer, for itself, its successors and assigns, hereby agrees with any and all persons, firms, or corporations acquiring any lots in the Development that the same shall be, and are hereby, subject to the following restrictions, conditions, and covenants relating to the use and occupancy thereof:

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1. LAND USE AND BUILDING TYPE. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling, not to exceed two and one-half (2 1/2) stories in height, and a private garage for not more than three (3) cars and other outbuildings incidental to residential use of the lot. This section shall not prevent the use of model homes and construction trailers during the construction of residences within the subdivision.

2. BUILDING SETBACKS. No building shall be erected on any residential lot nearer to any street line than the building setback lines shown on the recorded map, and with respect to a corner lot no residence or other building shall be located nearer to the side street line than the building setback lines shown on the recorded map. With respect to corner lots the front lot line shall be deemed the street line having the shorter frontage, and any residence erected on such corner lot shall face the front lot line. No building, garage, carport, or other accessory building and structure incidental to the residential use of the lots shall be located nearer to a side lot line than permitted by Waxhaw/Union zoning ordinances. For purposes of determining compliance or noncompliance with the foregoing building line requirements, porches, terraces, eaves, wing-walls, and steps extended beyond the outside wall of a structure shall not be considered as part of the structure; provided, however, that this provision shall not be construed to authorize or permit encroachment of any structure upon any easement shown on the recorded plat or reserved herein or upon any other lot.

3. FENCES. No fence or wall shall be erected on any building plot closer to any street right-of-way than the building setback lines shown upon the recorded map. Chain link or other metal fencing is not permitted, except that 2"x4" mesh may be used with split rail fencing to contain children and animals within the yard. Perimeter fencing shall not have more than 50% of any of its surface closed as viewed from a point on a line of sight perpendicular to the line formed by the line of the fence; provided, however, this provision shall not prevent pre-fabricated picket fencing that may be slightly less open than the 50% requirement. A wall constructed of brick or stone masonry and used in lieu of a fence is exempt from the openness test. Fencing of a more solid or privacy nature may be used around patios, wood decks,

or pools as privacy screens, said privacy fencing may be located at a distance no greater than ten (10) feet from the edge or circumference of the patio, deck or pool being screened. The fencing restrictions in this paragraph and paragraph 2 hereof shall not be applicable to model homes owned by builders.

4. LOT AREA AND WIDTH. No residential structure shall be erected or placed on any building plot, which plot has an area of less than the square footage or a width of less than the width permitted by Waxhaw-Union zoning ordinances.

5. TEMPORARY STRUCTURES AND OFFSTREET PARKING. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently. Mobile house trailers, on or off wheels, vehicles or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers", commercial vehicles of any kind operated by a member of the household occupying the dwelling on the Lot and any boats and boat trailers shall not be parked on the street or within the front or side street setback lines.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot within this subdivision in such manner as to be seen from any other Lot or any street within this subdivision, and no automobiles or other mechanical equipment may be dismantled or allowed to accumulate on any said Lot. Vehicles shall not be parked on the sidewalk or within the dedicated street right-of-way, nor shall vehicles be parked or stored on any part of the Lot not improved for that purpose, i.e. garage, driveway, carport or parking pad. This paragraph does not preclude occasional overflow parking within the street right-of-way for guests or other reasonable purposes provided that no inconvenience is imposed on the owners of other lots within this subdivision.

6. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets such as dogs and cats shall not exceed three in number except for newborn offspring of such household pets which are under (9) months in age. No savage or dangerous animals shall be kept or maintained on any Lot or in any dwelling.

7. DWELLING SIZE. The minimal heated square footage of a dwelling may not be less than 1200 square feet of heated area. Developer has the right to vary the minimum house size by 10%.

8. GARAGES, CARPORTS, BUILDINGS, ACCESSORY STRUCTURES AND POOLS. No metal carport or metal garage shall be erected or maintained on any Lot or attached to any residence building located on the Lot. No metal building or metal accessory structure of any kind shall be placed on any Lot. One noncommercial greenhouse may be located in the rear one quarter (1/4) of any Lot directly behind the residence. Construction of accessory buildings must conform in methods and materials to the primary residence. No above-ground pool structures shall be erected or maintained on any Lot.

9. EASEMENTS. Easements for installation, maintenance and repair of utilities and cable television (CATV) and drainage facilities are reserved as shown on the recorded map and over the rear ten (10) feet and each side five (5) feet of every Lot. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change

the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The party hereto reserves the right to create and impose additional easements or rights of way over unsold lot or lots for street, drainage, and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square (1) foot, one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by the builder to advertise the property during the construction and sales period, either on-site or at entry.

11. UNINTENTIONAL VIOLATIONS. In the event of the unintentional violation of any of the building line restrictions set forth herein, Developer reserves the right, by and with the mutual written consent of the owner of owners for the time being of such lot, to change the building line restriction set forth in the instrument provided, however, that such change shall not be in violation of any provisions of the zoning provisions of the Town of Waxhaw or County of Union.

12. SATELLITE DISHES OR DISCS. No free standing or roof-attached radio or television transmission or reception towers, antennas, or discs shall be allowed on a lot, except that one dish or disc not exceeding three (3) feet in diameter and not visible from the street in front of the residence shall be allowed to be attached to the roof structure.

13. MAINTENANCE OF LOT. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any lot other than a clothesline located directly behind the residence. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure; provided however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collections by governmental or other similar garbage and trash removal units.

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

15. SEVERABILITY. 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.

16. TERM & AMENDMENT. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 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. These covenants may be amended during the first twenty-five year period by an instrument signed by the Owners of not less than eighty (80%) of the lots.

BK912PG401

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by its duly authorized Managing Partners as of the day and year first above written.

PROVIDENCE OAKS PARTNERSHIP, a (SEAL)  
Carolina general partnership

By: *George P. Houston, Jr.* (SEAL)  
George P. Houston, Jr.  
Managing Partner

By: *Vance E. Somenberg* (SEAL)  
Vance E. Somenberg,  
Managing Partner

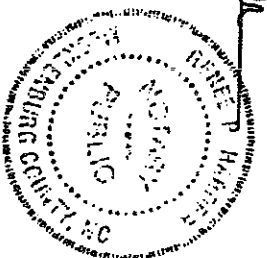
STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, Renee P. Harder, a Notary Public for the County and State aforesaid, do hereby certify that George P. Houston, Jr., Managing Partner of PROVIDENCE OAKS PARTNERSHIP, a North Carolina general partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal this 14th day of October, 1996.

*Renee P. Harder*  
Notary Public

My Commission Expires: 6/27/2000



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, Renee P. Harder, a Notary Public for the County and State aforesaid, do hereby certify that Vance E. Somenberg, Managing Partner of PROVIDENCE OAKS PARTNERSHIP, a North Carolina general partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal this 14th day of October, 1996.

*Renee P. Harder*  
Notary Public

My Commission Expires: 6/27/2000



The foregoing certificate(s) of  
*Renee P. Harder, NP 93*  
*Meck Co. NC*

is/are certified to be correct. This instrument  
and certificate are duly registered at the date  
and time and in the Book and Page shown on  
the first page herof.

Judy G. Price BY: *A. Maura CioCCA*  
Register of Deeds *Assistant/Deputy*  
Union County, NC

38.R&S 11/10/94