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RESTRICTIVE COVENANTS

(hereinafter ference)
In Necklenburg County, North
Located in Union County, North
Located in Providenc , North ones Developer) with its principal place of business north Carolina, is the owner of certain tracts of land North Carolina, as shown on a plat thereof recorded ce of the Register of Deeds for Union County, North Properties, es, Inc., a North Carolina with its principal place

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

impose for. THEREFORE, its of said tracts the in consideration assigns of the premises, lake providence properties, igns and future grantees, does hereby place e following restrictions:

shall be erected, placed, altered, or one detached, single-family dwelling, incidental to the residential use of Said Tract shall be used tor 9 5 7 residential purposes only, permitted to remain on any together with outbuildings residential , and no structure y tract other than s customartly

The state of the s

- deemed mature, kind, shape, heights, materials, and location of the same been submitted to an approved in writing as to harmony of external location in relation to surrounding structures and topography by the Directors of the Developer, or by an architectural control committee of three (3) or more representatives appointed by the Board. In the Board, or its designated committee, fails to approve or disapprove and location within fifteen (15) days after said plans and specific d location within fifteen (15) days after en submitted to it, approval will not be mened to have been fully complied with. It rein contained shall be construed to permit the properties by the Declarant in account alteration maintained building, therein 1 be made fence, Properties, nor shall ; Declarant in wall or a appointed by the Board. In the event said fails to approve or disapprove such design after said plans and specifications have not be required, and this paragraph will be to permit interference with the development n accordance with its general. other accordance shall any exterior add and specifications showing the location of the same shall have exterior addition to or its general plan of developdesign etenned and
- of all approval. Providence Properties, Inc. The powers of seal plans and specifications for any structure at last the cutting of any trees located therecally Architectural Control ਚ ACE lans ral Control Board (hereinafter referred s and specifications must be first subm shall be composed of such individiuals operties, Inc. The powers of said Board بـز 0 without the prior thereon, approval referred 0 d Board shall be named by to be erected upon said bard shall include approve that is to be assisted to be a said to be a s t de ACB. said tracts hereby
- heated area; contain 2,500 square residential structure shall provided, however, that if . however, under 다. 고 의 if approved the roof. contain 1288 s than 2,500 the ACB, suc 500 square feet 63 63 63 64 O.F
- subject erected aptde to the arra 711 outbuildings to be stbuildings to be erected upon the premises shall likewise be approval of the Developer, and all such outbuildings shall be rear of the main dwelling and no closer than 10 feet to the which event, same shall be located no nearer than 60 feet from the content of the same shall be located no nearer than 60 feet from the content of the c from
- s attache ŝ 5. All mailboxes, including a ACB, and all such mailboxe shall any radical, unusual including the Ç the post which supports same, mus shall be of conventional design, r grotesque type supports or boxa DOXES #BUM anc in no
- outbuilding erected on or permanenty, nor shall construction of concrete nor shall concrete block on said tract building erected with or asbestos sid basement, tent Ading. tent 9 ja D , shack, garage, barn, or as a residence, either ten said lot have an exterior an exterior emporarily other

WEAVER, BENNETT & BLAND, FO. BONNETT & BLAND, FO. BOX 2570
MATTHEWS, NG 25106
Th A-B

BOOK 4 | 2 PAGE 5 | 8

- provided, regular unsightly 9 ehall or frequent further, that personal ersonal property of any type, including, but not limited thes; farm implements, and commercial vehicles or buses excessed allowed to be kept parked on the premises of street on quent basis; provided, that such personal property may be the residence loacted thereon out of sight of the general ther, that no mobile home in any event shall be maintained ptie property e shall of any ę neatly trimmed e CT maintained on t all tim limited exceeding 9 ö kept. public on the
- land owner express owners No right-of-way or r of said tract or a ers adjoining said t itten approval r easement for ingress and egress shall be any subsequent grantee or grantees thereo tract in Lake Providence properties, Inc. al of Lake Providence Properties, Inc. 2 demestr for thereof to -without
- 0.0 Said the res 9. Garages d residences e C ն գ, Ses or constructed in carports shall have have may be substantial a rear or st conformity with the side car on the Side or e or rear of carports
- Hundred (100) center residential building line unless front specifically g shall be lot line no nor icated approved nearer 0 than y lot nearer a Sixty (60) f a writing by t the e than ACB, One ġ,

line "han an Fifteen ((15) feet, HOL shall be nearer er the rear any Lot line nearer Forty 8 the e 1e side (40) f f eet 10 Ė

ten e forth, Por time, being in this Cent being of said tract) to this instrument; provided nt (10%) of the marginal by and Lake event Providence with the unintentional violation the written Properties o change the build ed, however, that requirements of mutual consent building] of such of any successors ů, f the owner or owners to g line restrictions set ich change shall not excend building restrictions о М the 0 H building restrictions. SE IN Des Dixe. TESETVE

- 0 m dauxe deuxe tracts, ent acts, if combined. No tract may be Lake Providence Properties, Inc., the casements reserved herein ed to form one or more oursupposed to form one or more oursupposed inc., or it rent the building line requirements properties. No tract may be easements reserved herein chan one tract (as shown on more building trac ng tracts by (or with the side and it successors and assigns, and it ements prescribed herein shall apply to may be subdivided, by sale or otherwis inc., its successors and assigns, reservised. may be it owns. Upo in shall be ap s combined or said Upon combination or be applicable to the red or subdivided, plats) the written all apply to s, reserves or subdivision e rear, side consen may be
- or points on a trace and thereof on a trace and the placed on any the dwelling unit in this subdivision. No structure placed on any the dwelling unit in this subdivision. No structure placed on any dwelling constructed upon a construct of either block or tement block. Any dwelling constructed upon a creek with the written consent of lake providence Properties, Inc., its successing, which written consent lake providence Properties, Inc., its successions, which written consent lake providence Properties, Inc., its successions, agrees to give if the delay in construction is due to circumstance. Construction ion of new residential buildings only shall this covenant to prohibit the moving of any a tract and remodeling or converting the is subdivision. No structure placed on any y dwelling constructed unit to commencement of construction, at successors are Properties, Inc., its successors Ф С permitted, it shall have
- tract, nor shall nulsarice to the or maintained on in writting by La noxious ake1 e neighborhood, and no on any of said tracts a Providence tracts except thereon which is no animals or trade ę activity may become poultry of and cats. shall be an annoyance any kind may Horses may be may . 6 Hodn OH. be kept allowed
- tract, no available, field br of of Health, disposal sy system shall other Until such 9 other health authority em becomes available in e septic tanks or other **ਹ** system which meets made tanks or e by said (1) (2) approved the he approval of the North (
 y having jurisdiction. In
 n the street immediately i
 r system shall be inmade sewage installed Tank nk with nitrification h Carolina State Board In the event a sewage y in front of said ä With front shall Sewage ate Board pres
- dumpin not be Ping gro ns ground nd for nd for ru nottrog on or part or in sanitary sandtary o or any containers. shall be : e. Trash, นธะต่ garbage ů, maintained Ò shall

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710 installation and maintenance of utilities, in easements free and clear of all obstructions. side Seven lines are also Easements one-ha fifteen (7-1/2) fe reserved feet feet E C drainage easements. idth along side _____including the right to keep lone. These easements along t width along the e right to keep reserved <u>...</u> Said. 10 X

- 17, AL approved â the ACB
- signs any 18 any tract ; No signs of tract with th exceed t he f any description of any description of signs "For % description For Rent or shall "For ! 海洋经疗。 l be displayed Sale", which
- Δny dwelling. 200 ... 9 completion only concrete application the dwelling Ģ asphalt drives shall be allowed ation to the ACB, the ACB may all the ACB, the ACB r allowed on any may allow up : any driveway. g lot servicing
- the property restrictions 20 Nothing herein which these Ö contained shall be construed property of the owner of this restrictive covenants rued as imposing any covenant this subdivision other than specifically apply,
- restrain person or violation Enforcement shall be by proceedings persons violating or attempting to O Fj ő TROUGH damages. ,8 at law or i in equity against covenant, either or
- remain shall ۲. تا full not invalidation of any one force adversely and effect, affect Q H more of balance Ç, these covenants p下蛀霉 covenants, â which, shall
- covenants years unle years parties has arties and all persons claiming under them for a period of this from the date these covenants are recorded, after which time sants shall be automatically extended for successive periods of unless an instrument signed by a majority of the then owners of covenants agreeing to なべる 0 run with the land and change eaid covenants whole be binding on Khirty 0 of the e di di in part. (30)
- that split 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. placed metal buildings shall be a first approved 1 by the ACB; p and side tract and any wooden lines however,
- Court any aggrieved party in Lake and invalidation of any one Orger These shall remain Restrictive ב ב 1 ü full (ve Covenants may be enforceable in I ke Providence Properties, Inc., join he of these Restrictive Covenants by my effect any of the other provision I force and effect. force renants by judgment of a provisions herein conta in law or equity by jointly or severall severally, contained,

corporate this 74 IN WITNESS , seal O IT signed WHEREOF, Lake Providence Properties, Inc., has caused these signed in its name by its proper corporate officers and its to be affixed hereto by authority of its Board of Directors,

III . Cokponate SEAL)

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LAKE PROVIDENCE

PROPERTIES,

YOU ATTEST

Secretary

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4): Mauron, Chijta, Benton, y njugan

mail to: Andrew stallings
His Cari in 32.205

STATE OF NORTH CAROLINA

COUNTY OF UNION

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AMENDMENT COVENANTS

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RESTRICTIVE

WHEREAS, LAKE PROVIDENCE PROPERTIES, INC., a North Carolina Comporation, 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 Plet 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 these certain restrictions recorded in the Union County, North Carolina Public Registry in Book 412 at Page 511 and Page 515 and 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 thereon shall be located (Highview Road) center li ed on Lot 31 or any residential building e located no nearer to the side street center line than 40 feet.

their IN TESTIMONY WHEREOF, hands and seals C C C above designated parties Ö

Mojariet 6 Stallings (5	Andrew L. Staffings (8	ATT HST	LAKE PROVIDENCE PROPERTIES, INC.	This the 15 day of Alach
(Seal)	(Seal) C211		By: Willow f. Mer	1994, 1-00

Margaret

COUNTY OF UNION

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fled for record

Date 12-22-34

Date 13-32-34

Date 9:35 Octock 8.

Liby G. PRICE, Register of De
Union County, Mance, North C

RESTRICTIVE COVENANTS

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 III" 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 803, Plat Cabinet D, File Number 825, and Plat Cabinet D,

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 parmitted to remain on any tract other than one detached, single-family dwelling, together with outbuildings customarily incidental to the residential use of the tract.
- commenced, erected or maintained upon the properties, nor 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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be named by Lake Providence Properties, Inc. The powers of said Board shall include approval of all plans and specifications, Board shall include approval of all plans and specifications, Including building site location, for any structure to be exected upon said tracts as well as the cutting of any trees located upon 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 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 16 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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han 40 feet.

- ce Providence Properties, Inc., its succe serves the right to subdivide any tract wh bbination or subdivision of tracts, the easement it be applicable to the rear, side and front out, as combined or subdivided. 11.
- 12. Construction of new residential buildings permitted, it being the intent of this covenant to moving of any existing building or portion thereof remodeling or converting the same into a dwelling subdivision. No structure placed on any tract sexterior of either block or cement block. Any dwelling odivision. No structure placed on any tract shall have rerior of either block or cement block. Any dwelling construm a tract must be completed within one year subsequent management of construction, except with the written consent amencement of properties, Inc., its successors or assigns, witten consent Lake Providence Properties, Inc., its successor igns, agrees to give if the delay in construction is during agrees to give if the control of the owner of cumstances reasonably beyond the control of the owner of n con s only shall be to prohibit the on a tract and g unit in this shall have an ing constructed subsequent to tten consent of assigns, which is successors or tion is due to owner of said
- on upon any tract, nor shall anything be done thereon become an annoyance or nuisance to the neighborhood, and or poultry of any kind may be kept or maintained on itracts except dogs and cats. Horses may be allowed by writing by Lake Providence Properties, Inc. le or activity shall be carried ing be done thereon which may le neighborhood, and no animals or maintained on any of said s may be allowed by consent in
- 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 maintained as a dumping ground for rubbish or other refugarbage or other waste shall not be kept except containers. used or . Trash, sanitary
- 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.
- 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
- 26. These Requity by any severally, and Covenants by jud of the other pro Restrictive Covenants may be a aggrieved party in Valley invalidation of any one o igment of a Court Order shall ovisions herein contained, W be enforceable in law or ley Ranch, jointly or of these Restrictive all in no way effect any which shall remain in

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full force and effect.

- 27. These restrictive of part by recording in the Ur instrument agreeing to chang per cent (75%) of the 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 suthority of its Board of Directors, this the 20 day of

: -

JUDY G. PRICE, REGISTER OF DEEDS	this	is (and certified to be correct. This instrument was presented for registration and recorded in this office at Book		NORTH CAROLINA Union County The foregoing certificate(6) of	My Commission Expires Quantain D	Warness my hand and I	yoing intrument was yoing into the corporate at with its corporate stant Secretary.	ENCE PROPER	COUNTY OF WORTH CAROLINA	Assistant Secretary	Arreste
By Mama mitto		for registration and recorded in this office at Book	L. Sarathe Nowy Public of		ton Embed 12658 NOTEARY PUBLIC	notarial seal, this the 20	was signed in its name by its presideration, the record in its name by its presiderate seal, and attested by servery as	personally appeared hat he is the Assistant Second Inc., a North Carolina corpor	Z		By: Williamy, Noian, HI, President
AcutDeputy	A.W.	Page 2416	Canaranta e.			day	President,	*C # 18			INC.