

RECORDED
and
VERIFIED

KSC
D.P.P.
10/1/88

STATE OF NORTH CAROLINA)
))
COUNTY OF UNION))

RESTRICTIVE COVENANTS

WHEREAS, Providence Woods South, Inc., a North Carolina corporation, with its principal place of business in Mecklenburg County, North Carolina (hereinafter referred to as "Declarant") is the owner of certain tracts of land located in Union County, North Carolina as shown on a plat thereof recorded in the Office of the Register of Deeds for Union County, North Carolina in Plat Cabinet B, File 294B; and

WHEREAS, Declarant, the owner of said tract of land known as Providence Woods South Subdivision, Phase V, 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 Lots 1487, 1489Q, 1488, 1483, 1487, 148U and Lots 149 through 158, all inclusive as shown on said plat thereof recorded in the Office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet B, File 294B; and

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

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

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

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

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

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

In the event of the unintentional violation of any of the building lines

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

5. 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, reserve 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.

6. 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 of either block or cement block. Any dwelling constructed upon a lot must be completed within one (1) year subsequent to commencement of construction, except with the written consent of Declarant, its successors or assigns.

7. 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.

8. No mobile home or mobile home parts 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 their sales information center.

14. 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 877 in the office of the Register of Deeds of Union County, North Carolina.

15. 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.

15. 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.

17. 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.

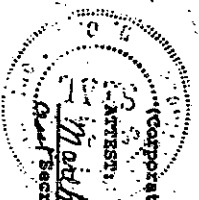
18. Notwithstanding Paragraph 1 above, Providence Woods South, Inc., reserves the right to convey any of the aforesaid lots to Providence Woods South Homeowners Association, Inc. for recreational purposes.

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 3rd day of

October, 1986.

PROVIDENCE WOODS SOUTH, INC.

(Corporate Seal)



Mathie Hubbard
Clerk Secretary

Robert R. Phillips
Vice President

Vice President

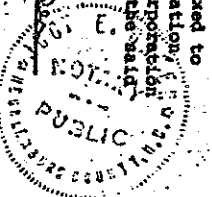
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This the 3rd day of October, 1986, personally came before me the W. W. Adams, Sr., 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 corporation and that said writing was signed and sealed by him in behalf of said corporation its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.

My Commission expires: 11/19/90

Robert R. Phillips
Notary Public



STATE OF NORTH CAROLINA - COUNTY OF WYOMING

The foregoing certificate of Walter B. Baker

County, State of Wyoming is certified to be correct.

Filed for record this the 21 day of May 1906 at 12:40 o'clock P. M. in Room 410 Page 948.

BY: Spencer B. Stephens Deputy

RECORDED
and
VERIFIED
JBC

STATE OF NORTH CAROLINA)
COUNTY OF UNION))

RESTRICTIVE COVENANTS

[Signature]

WHEREAS, Providence Woods South No. Two, Inc., a North Carolina corporation, with its principal place of business in Mecklenburg County, North Carolina (hereinafter referred to as "Declarant"), is the owner of certain tracts of land located in Union County, North Carolina, as shown on plat thereof recorded in the Office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet B, File No. 197A; 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 #31 through #43 and #53 through #59, all inclusive, as shown on said plat thereof recorded in the Office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet B, File No. 197A.

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:

*Drawn by and mail to:
Providence Woods South No. Two, Inc.
1740 E. Independence Blvd.
Charlotte, N.C. 28205*

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

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

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

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

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

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

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

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

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

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

9. No mobile home or mobile home parts 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. 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 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.

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 Book 375 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.

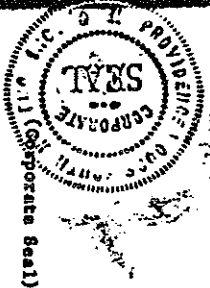
19. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless 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 No. Two, 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 August, 1985.

PROVIDENCE WOODS SOUTH NO. TWO, INC.

By: W. L. Davis
President



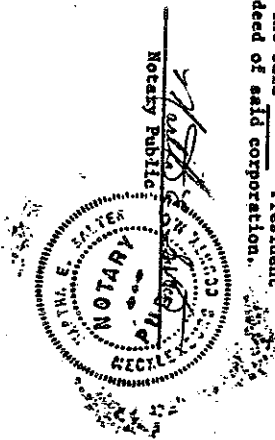
ATTEST:

Maitha E. Roberts
Asst. Secretary

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This the 29th day of August, 1985, personally came before me the William G. Allen, who, having by me duly sworn, says that he is President of Providence Woods South No. Two, Inc. and the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said President acknowledged the said writing to the act and deed of said corporation.

My commission expires: 8-23-88



STATE OF NORTH CAROLINA—UNION COUNTY
The foregoing certified of

Notary (Notarize) Public of North & South County, State of NC

is (and) certified to be correct. This instrument was presented for registration and recorded in this office in Book 395 Page 105 this the 29th day of Sept, 1985 at 1:00 o'clock P.M. By: Guy D. Chapman Deputy
Mary B. Carraker-Register of Deeds

RECORDED
and
VERIFIED
[Signature]

STATE OF NORTH CAROLINA
COUNTY OF UNION

MODIFICATION OF
RESTRICTIVE COVENANTS

THIS MODIFICATION OF RESTRICTIVE COVENANTS, made this 12 day of January, 1987, by and among PROVIDENCE WOODS SOUTH, INC. ("Declarant"); KLUTZ HEALTY & CONSTRUCTION, INC., a corporation, SOUTHERN CROSS BUILDERS, INC., a corporation, and DUDLEY D. STONE and wife, BRENDA R. STONE (the latter four parties being referred to collectively as "Lot Owners"), and ~~Ronald G. Russell~~ and wife Deborah ~~(w. Russell)~~

W I T N E S S E T H:

THAT WHEREAS, the undersigned are all the owners of lots shown on that plat of PROVIDENCE WOODS SOUTH, PHASE V, MAP 3, recorded in Plat Cabinet B, File No. 294B, Union Public Registry; and

WHEREAS, said property is subject to certain Restrictive Covenants recorded in Book 410 at Page 943, Union Public Registry, which contain a provision as follows: "12. . . . No chain link fences shall be erected on any lot." and

WHEREAS, it was not the intention of the Declarant to prohibit the erection of chain link fences around swimming pools, tennis courts, or other improvement and amenities within a lot;

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, the undersigned Declarant and Lot Owners hereby modify the aforesaid Restrictive Covenants by adding to the end of paragraph 12 thereof the following sentence:

"Provided, however, that nothing in this paragraph 12 nor elsewhere in these Restrictive Covenants nor in any other document referred to or incorporated herein, shall be construed to prohibit or restrict the erection of chain link fence for the purpose of wholly or partially enclosing a swimming pool, tennis court, or other similar improvement or amenity provided such fence is not erected within five feet (5') of any lot line."

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above mentioned.

PROVIDENCE WOODS SOUTH, INC.

By: *[Signature]*
President

ATTEST: *[Signature]*
Secretary

Corporate
Seal



KLUTZ REALTY & CONSTRUCTION, INC.

By: [Signature] President

ATTEST: [Signature] Secretary



Corporate Seal

SOUTHERN CROSS BUILDERS, INC.

By: [Signature] President

ATTEST: [Signature] Secretary



Corporate Seal

[Signature] (SEAL)
Dudley D. Stone

[Signature] (SEAL)
Brenda R. Stone

STATE OF NORTH CAROLINA
COUNTY OF [Signature]

I, a Notary Public of the State and County aforesaid, certify that [Signature] personally appeared before me this day and acknowledged that s/he is the Secretary of PROVIDENCE WOODS SOUTH, 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, seated with its corporate seal and attested by him or her as its Secretary, this 7th day of January, 1987.

[Signature]
Notary Public



My commission expires: 10/3/90

BOOK 415 PAGE 531

Ronald E. Russell
RONALD E. RUSSELL

Deborah W. Russell
DEBORAH W. RUSSELL (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public of the State and County aforesaid, certify that
Ronald E. Russell and Deborah W. Russell personally appeared before me
this day and acknowledged the due execution of the foregoing instrument.
Witness by hand and official seal this 13th day of September 1987.

Ronald E. Russell
NOTARY PUBLIC
NOTARY PUBLIC

My commission expires:

1/03/90

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, a Notary Public of the State, and County aforesaid, certify that Walter R. Lutz personally appeared before me this day and acknowledged that he is the Secretary of LUTZ REALTY & CONSTRUCTION, INC, a North Carolina corporation, and that by authority duly given and as the name of the corporation, the foregoing instrument was signed in its attested by him or her as its President, sealed with its corporate seal and of Wake, this 5th day of January, 1987.

Ruth B. Flagg
Notary Public

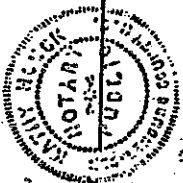
My commission expires: 12.1.91
STATE OF NORTH CAROLINA
COUNTY OF Wake



I, a Notary Public of the State and County aforesaid, certify that Walter R. Lutz personally appeared before me this day and acknowledged that he is the Secretary of SOUTHERN CROSS BUILDERS, INC., a North Carolina corporation, and that by authority duly given and as the name of the corporation, the foregoing instrument was signed in its attested by him or her as its President, sealed with its corporate seal and of Wake, this 5th day of January, 1987.

Kathy Hix
Notary Public

My commission expires: August 1st, 1990
STATE OF NORTH CAROLINA
COUNTY OF Wake



I, a Notary Public of the State and County aforesaid, certify that DUDLEY D. STONE and wife, BRENDA R. STONE personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 5th day of January, 1987.

John E. DeLoach
Notary Public



My commission expires: 1/5/90

STATE OF NORTH CAROLINA-DIXON COUNTY
The foregoing certificate (s) of Robt. B. Huges, Kelly Slouch
and John E. DeLoach Notary (Notaries)

Public of Wake County, State of NC by (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 445 Page 529, this the 16 day of January, 1987 at 10:39 o'clock A.M.
JUDY B. CHAPMAN, REGISTRAR OF DEEDS By: John A. Mann Deputy