

RECORDED  
and  
VERIFIED  
*BCS*

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*REV 7/10/96*

STATE OF NORTH CAROLINA

COUNTY OF UNION

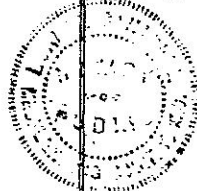
CERTIFIED COPY OF CORPORATE RESOLUTION

I, LAVERNE B. BOJAN, Secretary of PROVIDENCE ACRES HOMEOWNER'S ASSOCIATION, INC., being first duly sworn, depose and say as follows:

1. On the 2nd day of October, 1995, the Board of Directors of Providence Acres Homeowners Association, Inc. adopted the Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions of Providence Acres Homeowners Association, Inc., subject to the approval by a majority of the membership of the corporation;

2. That subsequent to the adoption of said Amendment and Restatement, fifty-one (51) of the total of sixty-one (61) member votes approved said Amendment and Restatement as evidenced by their notarized signatures affixed to written ballots or proxies;

3. That the attached Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions of Providence Acres Homeowners Association, Inc. has been duly adopted and has not been rescinded or amended and is the official act of the corporation.



0650.2

*Laverne B. Bojan*  
Laverne B. Bojan  
Secretary

Sworn to and subscribed before me,  
this 2nd day of January, 1996

*L. Cantree*  
Notary Public

My Commission Expires: July 19, 2000

Filed for record  
Date 1-4-96  
Time 11:35 o'clock A M  
JUDY G. PRICE, Register of Deeds  
Union County, Monroe, North Carolina  
by *Ray B. Miller* Deputy

Drawn by & Return to  
HENRY B. SMITH JR., P.A.  
SACRAMENTO, CA  
SACRAMENTO, CA 95811

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BE IT RESOLVED that the following Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions of Providence Acres Homeowners Association, Inc. be adopted:

AMENDMENT AND RESTATEMENT  
OF  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
PROVIDENCE ACRES HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT AND RESTATEMENT of the Declaration of Covenants, Conditions and Restrictions of Providence Acres Homeowners Association, Inc. is made this the 2nd day of October, 1995.

W I T N E S S E T H:

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for a portion of Providence Acres subdivision was recorded in Book 378 at Page 468 covering six (6) lots more particularly described by reference to the plats recorded in Plat Cabinet B, File 120-A and Plat Cabinet B, File 123-B in the Union County Registry; and

WHEREAS, those restrictions were later amended by a document recorded in Book 386 at Page 190 in the Union County Registry; and

WHEREAS, a Declaration of Covenants, Conditions and Restrictions of additional portions of Providence Acres subdivision were recorded in Book 386 at Page 190 in the Union County Registry covering Lots #7 through #68 as shown on plats recorded in Plat Cabinet B, File 161-B and Plat Cabinet B, File 162-A in the Union County Registry; and

WHEREAS, by consent without objection, the six (6) lots described on plats recorded in Plat Cabinet B, File 120-A and 123-B were released by the Association from required membership in the Association and the obligation to pay dues and assessments and are not subject to this Amendment and Restatement of the Declaration of Covenants, Conditions and Restrictions recorded in Book 386 at Page 194 in the Union County Registry; and

NOW, THEREFORE, subject to the consent and approval of a majority of the member votes of the Association, the Declaration of Covenants, Conditions and Restrictions of Providence Acres Homeowners Association, Inc. recorded in Book 396 at Page 194 in the Union County Registry is

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
PROVIDENCE ACRES HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by PROVIDENCE ACRES HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION" and any and all persons, firms, or corporations hereinafter acquiring any of the within described property.

W I T N E S S E T H:

WHEREAS, the "ASSOCIATION" is an incorporated association comprised of each person or persons owning property in Providence Acres, formerly Weddington Properties, Inc., Union County, North Carolina, more particularly described by plat thereof recorded in Plat Cabinet B, File No. 161B, and in Plat Cabinet B, File No. 162A, in the Union County Public Registry, to which reference is hereby made for a more complete description; and

WHEREAS, the ASSOCIATION agrees to continue the general plan of restrictive development, land use and occupancy set forth by Weddington Properties, Inc., by declaration of January 9, 1985 and recorded by Union County Register of Deeds on that date, for the protection of current owners of the property and future owners thereof.

NOW, THEREFORE, the ASSOCIATION hereby declares that all of the property described on said plat shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereafter.

ARTICLE I

DEFINITIONS

Section 1: "ASSOCIATION" shall mean and refer to the PROVIDENCE ACRES HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2: "OWNER" shall mean and refer to contract buyers and/or the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property but excluding those having such interest merely as security for the performance of an obligation.

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Section 3: "PROPERTY" shall mean and refer to that certain property shown on plat recorded in Plat Cabinet B, File No. 161B, and Plat Cabinet B, File No. 162A, the Office of the Union County Register of Deeds.

Section 4: "LOT" shall mean and refer to any plat of land or tract shown upon any recorded subdivision plat of the PROPERTY.

Section 5: "DWELLING UNIT" shall mean and refer to the ownership of enclosed living quarters upon a lot.

Section 6: "COMMON PROPERTY" shall mean and refer to the entrance way markers, shrubs, flowers, and all mechanisms which are a part of the entrance way sprinkler system.

#### ARTICLE II

##### ASSOCIATION'S DUTIES

Section 1: Owners' Property Value Preservation

a. The ASSOCIATION will maintain an entrance way to PROVIDENCE ACRES which will be aesthetically pleasing so as to enhance and preserve the value of owners' lots and dwelling units.

b. The ASSOCIATION will preserve the overall positive appearance of PROVIDENCE ACRES through attention to proper right-of-way maintenance, ensuring that the State of North Carolina clears all road rights-of-way a reasonable number of times throughout the year, that the State of North Carolina keeps all roads in good repair.

c. The ASSOCIATION will perform other beautification projects within PROVIDENCE ACRES as approved by a majority vote of the ASSOCIATION'S eligible members (see Article III)

subject to the following provisions:

d. The right of the ASSOCIATION to establish a monthly assessment to be paid by each owner for maintenance and beautification of the entrance way, upkeep of the common property as defined, and general maintenance of PROVIDENCE ACRES.

The annual assessment shall be \$35.00 per owner of each unimproved lot or lot with dwelling unit. Annual assessment shall be due and payable on January 1 of each year or at such other time or times as hereinafter provided by the Board of Directors of the ASSOCIATION. In addition to the annual assessment referred to above, a one-time special assessment of \$195.00 shall be payable by any lot owner to the ASSOCIATION, said payment to be a condition precedent to any written approval by the ASSOCIATION or its assigns of the lot owner's building plans and specifications. A majority vote of the eligible members (see Article III) must approve an increase in the annual assessment. Likewise, a majority vote of the eligible

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members must approve a decrease in the annual assessment.

Not later than December 1st of the preceding year the Board of Directors of the ASSOCIATION shall have determined and shall have given written notice to each owner of the annual assessment affixed against each owner for the immediately succeeding calendar year.

The ASSOCIATION may levy one additional special assessment during a calendar year if an emergency situation should arise warranting such measures, provided that a majority vote of eligible members approves such special assessment.

e. The right of the ASSOCIATION to suspend the voting rights of an owner for any period during which any assessment against the owner's lot remains unpaid and the right to enforce collection of the same.

Section 2: The ASSOCIATION shall, in addition to entrance way and common property (see Article I) maintenance and repairs, provide such other programs and benefits for the owners as the eligible members (see Article III) thereof by a two-thirds (66%) vote deem appropriate.

#### ARTICLE III

##### ADDITIONAL APPEARANCE RULES AND REGULATIONS

The ASSOCIATION, by and through its Board of Directors, may adopt rules and regulations concerning the overall positive aesthetic appearance of PROVIDENCE ACRES subdivision which shall apply to each lot covered by these Declarations, improved and unimproved. These rules and regulations are subject to being vetoed by a majority of the members, either by petition or by vote in a regular or special meeting.

#### ARTICLE IV

##### MEMBERSHIP, VOTING RIGHTS, OFFICERS AND MEETINGS

Section 1: Every owner of a lot, whether unimproved or improved with dwelling unit, which is subject to assessment, shall be a member of the ASSOCIATION. Membership is appurtenant to and may not be separate from ownership of any unimproved lot or dwelling unit which is subject to assessment.

Section 2: All owners of lots subject to assessment shall be entitled to one (1) vote for each lot or lot with dwelling unit owned. When more than one (1) person owns an interest in a lot or dwelling unit, all such persons shall be members. The vote for such lot or lot with dwelling unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot or any lot with dwelling unit. Any owner of a lot or a lot with dwelling unit whose assessment is more than 30 days in arrears, is declared ineligible to vote until such

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time as the assessment has been paid in full.

Section 3: There shall be a minimum of three (3) members of the Board of Directors of the ASSOCIATION who shall serve until their successors are duly elected. The Board of Directors shall have annual meetings and such other meetings as may be called by the President or any two (2) directors.

#### ARTICLE V

##### MAINTENANCE ASSESSMENTS

Section 1: The ASSOCIATION shall have the power to levy assessments for Providence Acres entrance way beautification and maintenance, maintenance of common property items as defined in Article I, and other general maintenance within Providence Acres as defined in Article II, with each owner being responsible for such annual assessment.

Any assessment not paid within thirty (30) days after the due date shall bear interest at a rate per annum as shall be determined by the Board of Directors of the ASSOCIATION, which rate shall not exceed the highest rate of interest allowed by law. It is understood and agreed that the Board of Directors will make all decisions with regard to application of such interest charges on a case by case basis.

In the event that the owner of any lot or lot with dwelling unit fails and refuses, after demand by the ASSOCIATION to pay said annual or special assessments, then the ASSOCIATION shall have a lien against said lot and/or dwelling unit and may enforce collection of said assessments, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including, without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such unpaid assessments shall be a charge against the said lot or lot with dwelling unit.

It is understood and agreed that the judgment as to the need for maintenance, repairs or improvements to entrance way or to common property as defined in Article I or general beautification of Providence Acres, if any, shall require an affirmative vote of a majority of the Board of Directors.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of the owner's lot or lot with dwelling unit.

Each owner of a lot or lot with dwelling unit shall be solely responsible for any repairs to entrance way or common property items as defined in Article I, if such repairs are the result of willful or negligent acts by said owner, his or her invitees, agents or guests.

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Section 2: The assessments levied by the ASSOCIATION will be used exclusively to preserve and enhance the value of the unimproved lots and lots with dwelling units within Providence Acres, and to support other programs or benefits as stated in Article II, Section 2, as a majority of the eligible membership, by vote, deems appropriate.

**ARTICLE VI**

**GENERAL RESTRICTIVE COVENANTS**

The ASSOCIATION does hereby covenant and agree with all persons, firms, or corporations hereafter acquiring title to any portion of the property, that the property is hereby subject to restrictive covenants as to the use thereof, which restrictions are duly filed for record in the Office of the Register of Deeds of Union County, North Carolina.