

See Rescission

Bk: 470 Pg. 700 Bg

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RECORDED and VERIFIED JBC

2 references see

STATE OF NORTH CAROLINA
COUNTY OF UNION

Filed for record
Date 1-9-85
Time 1:42 o'clock P.M.
MARY B CARRIKER Register of Deeds
Union County Monroe, North Carolina

RESTRICTIVE COVENANTS

WHEREAS, Weddington Properties, 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 a certain tract of land located in Union County, North Carolina, as shown on plats thereof recorded respectively in the Office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet B, File No. 161B and Plat Cabinet B, File No. 162A; and

WHEREAS, Declarant, the owner of said tract of land 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 Tracts 7 through 28 and Tracts 29 through 68, all inclusive, as shown on said plats thereof recorded respectively in the Office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet B, File No. 161B and Plat Cabinet B, File No. 162A.

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 tracts the following restrictions:

Drawn by Paul H. Weddington Properties, Inc. 1740 E. Park Blvd. Charlotte, NC 28205

1. Said Tract shall be used for residential purposes only, and no structure shall be erected, placed, altered, or permitted to remain on any tract other than one detached, single-family dwelling, together with out buildings customarily incidental to the residential use of the tract, said out buildings are to be constructed in substantial conformity with the construction of the residence. Declarant reserves the exclusive right to construct a roadway over any tract of land 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 tract of land not used for the roadway shall still be subject to these 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 tracts, 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.

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Any two-story dwellings erected or maintained on any of said tracts 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 tracts, 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 ground level. Prior to any improvements being erected on any tract, the floor plans for said improvements must be approved by the Declarant or its assigns. Such approval by either the Declarant or its assigns shall be given if such floor plans comply with all the restrictions contained in this paragraph 2 of these restrictive covenants.

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.

4. No residential building shall be located on any lot nearer than seventy-five (75) feet from the street right-of-way line of the street on which the lot fronts, nor nearer than thirty (30) feet to a side street line.

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

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

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 tract, 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) tract (as shown on said plat) or parts thereof, may be combined to form one (1) or more building tracts 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 tracts, if combined. No tract may be subdivided, by sale or otherwise, except Declarant, its successors and assigns, reserves the right to subdivide any tract which it owns. Notwithstanding the above, tracts numbered 47, 48, 49, 50 and 51 may be further

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subdivided provided that said subdivision(s) of tract(s) shall be limited to the rear 50 feet of each tract and that such subdivision(s) shall be in accordance to any governmental zoning or other laws which govern the subdivision of said tract(s). In the event any of the above referenced tracts should be subdivided, all of the restrictions contained in this document shall be binding on the newly subdivided tracts as well as on the remainder of the tracts now numbered 47, 48, 49, 50 and 51. Upon combination or subdivision of tracts, the easements reserved herein shall be applicable to the rear, side and front tract lines of such tract as combined or subdivided.

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 tract and remodeling or converting the same into a dwelling unit in this subdivision. No structure placed on any tract shall have an exterior of either block or cement block. Any dwelling constructed upon a tract must be completed within one (1) year subsequent to commencement of construction, except with the written consent of Declarant, its successors or assigns, which written consent Declarant, its successors or assigns, agrees to give if the delay in construction is due to circumstances reasonably beyond the control of the owner of said tract.

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

8. No mobile home or mobile home parks shall be allowed or maintained upon any of said tracts.

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

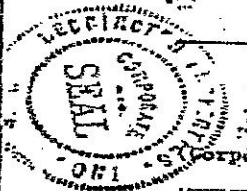
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11. No portion or part of any tract shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage or other waste shall not be kept, except in sanitary containers.
12. Easements thirty (30) feet in width along the exterior 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. All electric lines to all buildings must be installed underground before permanent electric service is connected except that Declarant, its successors or assigns, reserves the right to grant permission to install electric lines above ground where it is not feasible to install electric lines underground.
13. No fence or wall having a height in excess of forty-two (42) inches shall be maintained or permitted on any tract from the front building setback line on said tract to the street line. No chain link fences shall be allowed from the front of the dwelling to the street line.
14. No signs of any description shall be displayed upon any tract with the exception of "For Rent" or "For Sale", which signs shall not exceed two (2) feet by three (3) feet in size.
15. 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 386 at Page 194 in the Office of the Register of Deeds of Union County, North Carolina.
16. Notwithstanding Paragraph 1. above, Waddington Properties, Inc. reserves the right to convey any of the aforesaid tracts of land to Providence Acres Homeowners Association, Inc. for recreational purposes.
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.
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.

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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.

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 8th day of January, 1985.



WEDDINGTON PROPERTIES, INC.

By: [Signature]

ATTEST:

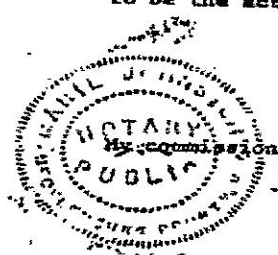
[Signature]
[Signature]

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

This the 8th day of January, 1985, personally came before me William A. [Signature], who, being by me duly sworn, says that he is the President of Waddington Properties, 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 be the act and deed of said corporation.

[Signature]
Notary Public



STATE OF NORTH CAROLINA-UNION COUNTY

The foregoing certificate of Marie Dubaster, a notary public of Mecklenburg County, State of NC is certified to be correct. Filed for record this the 9th day of January, 1985 at 1:47 o'clock P. M. in Book 386 Page 205.
BILLY B. CARRIER-REGISTER OF DEEDS BY: [Signature] Deputy