DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PROVIDENCE WOODS SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth, by PROVIDENCE WOODS, INC., hereinafter referred to as “Declarant”.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Union County, North Carolina, which is more particularly described by plats thereof recorded in Plat Cabinet B, File No. 89A; Plat Cabinet B, File No. 89B; and Plat Cabinet B, File No. 90A, in the Union County Public Registry, to which reference is herby made for a more complete description.

NOW, THEREFORE, Declarant hereby declares that all of the property described on said plat shall be held, sold and conveyed subject to the following easements, 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 rights, 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 thereof.

ARTICLE I. DEFINITIONS

Section 1. “Association” shall mean and refer to the Providence Woods Homeowners Associations, 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, or to the record owner of a dwelling unit if there is more than one dwelling unit per lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. “Property” shall mean and refer to that certain real property shown on plats recorded in Plat Cabinet B, File No. 89A; Plat Cabinet B, File No. 89B; and Plat Cabinet B, File No. 90A, in the Union County Public Registry of Deeds, and shall also mean and refer to additional phases of Providence Woods Subdivision as the same are developed and sold by the Declarant, which phases may be in either Union County or Mecklenburg County, North Carolina.

Section 4. “Tract” shall mean and refer to any plot of land or tract shown upon said recorded subdivision plats, and in addition, shall refer to any combination of tracts upon which is located one dwelling and/or any subdivision of tracts into separate ownership.

Section 5. “Declarant” shall mean and refer to Providence Woods, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.
ARTICLE II. PROPERTY RIGHTS AND ASSOCIATION’S DUTIES

Section 1. Owners’ Easements of Enjoyment. Every owner shall have a right and easement of ingress, egress and regress over the private roads within the property, to be used in common with others, for the purpose of providing access to tracts owned by the owner for himself, his family, licensees and invitees, subject to the following provisions:

(a) The right of the Association to establish a monthly assessment to be paid by each owner whose tract abuts a subdivision road for the maintenance, upkeep and repair to roads and road rights-of-way within the property, said assessments to be held by the Association in the road maintenance fund for future maintenance deemed necessary by the Association; provided, however, that the Declarant shall be exempt from the requirement of paying monthly assessments for future maintenance with regard to lots owned by it, and with respect to assessments already accrued on lots that Declarant obtains title to either due to a breach of a sales contract, a deed in lieu of foreclosure, or by foreclosure.

Commencing January 1, 1985, the annual assessment for road maintenance, upkeep and repairs shall be Sixty Dollars ($60.00) per owner of a tract, which annual assessment shall be due and payable on January 1 of each year. Annual assessments shall be prorated for any given year wherein Declarant, its successors or assigns, conveys a tract in Providence Woods subdivision. For the calendar year 1986 and thereafter, the annual assessment may be increased by the Board of Directors of Providence Woods Homeowners Association, Inc. without a vote of the membership, to an amount not more than Fifteen Percent (15%) in excess of the assessment for the previous year. A majority of the members of each class of the Association subject to assessment must approve an increase in the yearly assessment if the increase exceeds the assessment for the previous year by more than Fifteen Percent (15%).

Not later than December 15, 1985, and on the same date of each year thereafter, the Board of Directors of the Association shall have determined and shall have given written notice to each owner subject to assessment of the annual assessment affixed against each owner for the immediately succeeding calendar year. In addition to the annual assessments, the Association may levy in any calendar year special assessments for the purpose of supplementing the annual assessments if the same are inadequate to pay the necessary expenses of maintenance, upkeep and repair to the roads, road rights-of-way, and common areas, if any; provided, however, that any such special assessments shall have the assent of a majority of each class of the members subject to assessment of the Association at a duly called meeting.

The Declarant and its successors or assigns reserves the right at its discretion to continue maintenance of roads for such period of time and in such manner as the Declarant deems necessary, provided that the Association shall have full responsibility for such maintenance and repair after (i) receiving notice from the
Declarant that Declarant shall no longer continue to maintain and repair said roads, or
(ii) January 1, 1986, whichever shall first occur.

(b) The right of the Association to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid and enforce collection of the same; and
(c) The suspension of the voting rights of an owner who is a contract buyer for any period of time during which payments to the Declarant pursuant to the terms of said contract are delinquent, during which period of time the Declarant shall succeed to the voting rights of said owner.

Section 2. Association shall, in addition to responsibility for road maintenance and common area maintenance, if any, provide such other programs and benefits for the owners as the members thereof by a seventy-five percent (75%) vote deem appropriate; provided, however, that the Declarant shall have no obligation for any such assessments or other costs or expenses with regard to any tract owned by it, or with respect to assessments accrued as to any lots or dwelling units that Declarant obtains title to either due to a breach of the sales contract, a deed in lieu of foreclosure, or by foreclosure.

ARTICLE III. MEMBERSHIP, VOTING RIGHTS, OFFICERS AND MEETINGS

Section 1. Every owner of a tract which is subject to assessment shall be a member of the Association. Membership must be apparent to and may not be separated from ownership of any lot or dwelling unit which is subject to assessment. As Declarant develops additional phases of Providence Woods Subdivision, whether in Union County or Mecklenburg County, North Carolina, the owners of lots and/or dwelling units shall be members of the Association.

Section 2. The Association shall have two classes of voting memberships:

**Class A.** Class A members shall be all owners with the exception of Declarant and shall be entitled to one vote for each tract owned. When more than one person owns an interest in a tract, all such persons shall be members. The vote for such tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any tract.

**Class B.** The Class B member(s) shall be the Declarant and shall be entitled to five (5) votes for each tract owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or
(b) January 1, 1988.

Section 3. The Association shall have officers consisting of a President, Secretary, Treasurer and such other officers as the members shall elect, and shall adopt by-laws to govern its ordinary affairs, to which all owners shall be subject.
Section 4. Meetings shall be held on call of the President with not less than ten (10) nor more than thirty (30) days written notice to the owners, and at least once annually. Voting shall be by majority with fifty percent (50%) or more of each class present in person or by proxy constituting a quorum.

Section 5. There shall be three (3) members of the Board of Directors of the Association who shall serve until such time as their successors are duly elected. The Directors shall have annual meetings and such other meetings as may be called at the request of the President of the Association or by any two (2) Directors.

ARTICLE IV. MAINTENANCE ASSESSMENTS

Section 1. The Association shall have the power to levy assessments for street and right-of-way maintenance and repair and common area maintenance, if any, with each owner being responsible for such annual assessment. The Association shall have such rights and powers as are necessary to collect said assessments, including the right to institute civil actions for recovery of the same plus reasonable attorney’s fees.

Section 2. The assessments levied by the Association will be used exclusively to promote the safety and welfare of the owners by providing well maintained streets and roads and common areas, if any, within the property.

ARTICLE V. CONVEYANCE OF ROADS AND ROAD RIGHTS-OF-WAY

Declarant by deed will convey the street rights-of-way within the property to the Association for the purpose of maintenance of the streets and rights-of-way as private streets.

ARTICLE VI. GENERAL RESTRICTIVE CONVEYANTS

Declarant 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 restrictions to be recorded by Declarant.

IN WITNESS WHEREOF, Providence Woods, Inc. has caused this instrument to be executed in its name by its President and the corporate seal affixed hereto and attested by its Secretary, all in pursuance of authority duly given by resolution of the Board of Directors of the Corporation, this 3 day of December, 1982.

PROVIDENCE WOODS, INC.
STATE OF NORTH CAROLINA COUNTY UNION
RESTRICTIVE COVENANTS

WHEREAS, Providence Woods, Inc., a North Carolina Corporation with its principal place of business in Mecklenburg County, North Carolina, is the owner of certain tracts 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. 89A; Plat Cabinet B, File 89B; and Plat Cabinet B, File No. 90A; and

WHEREAS, Providence Woods, Inc., 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 1 through 5, 6 through 10, and 11 through 14, all inclusive, as shown on said plats.

NOW, THEREFORE, in consideration of the premises, Providence Woods, Inc., for itself, its successors, assigns and future grantees, does herby place and impose upon all if said tracts the following restrictions:

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.

2. No single-family dwelling, one-story in height, shall be erected or maintained on any of said tracts with a heated living area of 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 tracts shall have an enclosed heated living area of the main structure, exclusive of open porches, garages and other unheated space, of not less than Two Thousand Four Hundred (2,400) square feet. 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 must have a minimum of One Thousand Eight Hundred (1,800) square feet at ground level.

3. 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.

4. No residential building shall be located on any lot nearer than One Hundred (100) feet to the front lot line nor nearer than Fifty (50) 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 the two streets.
In the event of the unintentional violation of any of the building lines set forth, Providence Woods, Inc., 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 Percent (10%) of the marginal requirements of such building restrictions.

5. More than one tract (as shown on said plats) or parts thereof may be combined to form one or more building tracts by (or with the written consent of) Providence Woods, Inc., 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 Providence Woods, Inc., its successors and assigns, reserves the right to subdivide any tract which it owns. 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 year subsequent to commencement of construction, except with the written consent of Providence Woods, Inc., its successors or assigns, which written consent Providence Woods, Inc., 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 homes 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 system shall be installed and the sewage disposal shall be made by said system.

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 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 easements free and clear of all obstructions.

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 building setback line on said tract to the street line. No chain link fences shall be allowed within said area.

14. 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.

15. (A) The obligation for the repairs and maintenance of the private roads shown on the aforesaid plats shall be the responsibility of the Providence Woods Homeowners Association, Inc., with the owner of each tract, except as set forth in the Declaration of Covenants, Conditions and Restrictions attached hereto, being responsible for payment of the assessments levied by the Providence Woods Homeowners Association, Inc., which assessments shall be the personal obligation of the owner of each tract.

   (B) In the event that the ownership of any tract fails and refuses, after demand by the Providence Woods Homeowners Association, Inc. to pay said assessments, then the Providence Woods Homeowners Association, Inc. shall have a lien against said tract and may enforce collection of said assessments, together with reasonable attorney’s fees, by any and all remedies afforded at 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 assessment shall be a charge against the property.

   (C) It is understood and agree that the judgment as to whether or not said private road is in need of maintenance and repair and the judgment as to what expenditure, if any, shall be made for said maintenance and repairs, shall require an affirmative vote of a majority of the Board of Directors of Providence Woods Homeowners Association, Inc.

16. Nothing herein contained shall be construed as imposing any covenants and restriction on any property of the owner of this subdivision other than the property to which these restrictive covenants specifically apply.
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 of 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 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.

IN WITNESS WHEREOF, Providence Woods, 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 authority of its Board of Directors, this 3 day of December, 1982.

Typed by Pat Robinson, per original document as recorded in State of North Carolina, County of Mecklenburg.