

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

1969 SEP 19 AM 11 16

REGISTER OF DEEDS
MECKLENBURG CO. N.C.DECLARATION OF RESTRICTIONS

WHEREAS, Providence Acres, Inc., a North Carolina corporation with its principal office and place of business in the City of Charlotte, caused to be recorded in Map Book 14 at page 537 in the office of the Register of Deeds for Mecklenburg County a map or plat of a portion of Providence Plantation consisting of certain lots of land lying in Providence Township and owned by the corporation, and

WHEREAS, Providence Acres, Inc. desires now for the use and benefit of itself, its successors and assigns, and its future grantees, to place and impose certain conditions and restrictions on all of the lots of land in Providence Plantation shown on the map aforesaid;

NOW, THEREFORE, in consideration of the premises, Providence Acres, Inc., for itself, its successors and assigns, and its future grantees, does place and hereby impose upon all of the lots of land shown on said subdivision map of Providence Plantation recorded as aforesaid, the following conditions and restrictions:

1. (a) All lots shown on the recorded map or plat shall be used for residential purposes only and no building shall be erected, placed or permitted to remain on any lot, or combination of contiguous lots, except as herein provided, other than one single family dwelling not to exceed two and one-half stories in height above ground, a private garage or carport for not more than four cars, and such outbuildings as may be approved for use in connection with the dwelling. Providence Acres, Inc. reserves the right to permit the erection of duplex residences on corner lots, but Providence Acres, Inc. shall not be obligated to grant such permission to the owner of any corner lot. If Providence Acres, Inc. grants permission for the erection of a duplex residence on any one or more corner lots, any duplex residence erected

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thereon shall be not more than two stories in height above ground and designed for occupancy by not more than two families, together with a private garage or carport for not more than six cars, and such outbuildings as may be approved for use in connection with such duplex dwelling. In the absence of prior written approval by Providence Acres, Inc. for the erection of a duplex dwelling on a corner lot, then there may be erected on such corner lot only one single family dwelling.

2. No building, fence, wall, outbuilding or other accessory feature to the dwelling structure shall be erected, placed or altered on any lot, or combination of contiguous lots, until the complete construction plans, plot plan and specifications showing, among other details, the external appearance and the proposed location of the building, fence, wall, outbuilding or other accessory feature on the lot have been approved in writing by Providence Acres, Inc. Providence Acres, Inc., or its designated agent, shall have fifteen (15) days after receipt of such plans and specifications for proposed construction to accept or reject the same in whole or in part; if neither acceptance nor rejection has been made in writing by Providence Acres, Inc., or its designated agent, within said fifteen (15) days, then the plans and specifications shall be deemed to be approved, as submitted, automatically. After Providence Acres, Inc., or its designated agent, grants permission for construction, the actual construction in accordance with the approved construction plans, plot plan and specifications, together with the requirements of these covenants, shall be the responsibility of the owner and/or builder. Any permission granted by Providence Acres, Inc., or its designated agent, for construction under this covenant shall not constitute or be construed as an approval by Providence Acres, Inc. of the structural stability, design, or quality of any building.

3. No dwelling erected on any lot shall cost less than Seventeen Thousand Five Hundred Dollars, based upon costs prevailing on the date these covenants are recorded, it being the intent and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

4. Single family dwellings shall contain not less than 1,800 square feet of enclosed and heated living area for one-story dwellings, not less than 2,250 square feet of enclosed and heated floor area exclusive of garage, carport, unheated storage areas and non-living space for split-level dwellings; not less than 1,600 square feet of enclosed and heated ground floor area for a one and one-half story dwelling, a two story

dwelling and a two and one-half story dwelling. Ground floor area as used herein shall not include basements, attached or detached garages, unheated storage areas, carports or open porches of any type. All buildings shall have a roof of either slate, tile, asbestos shingles, first grade heavy weight asphalt composition shingles or other similar roofing material approved by Providence Acres, Inc. as to both texture and color.

5. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines designated by Providence Acres, Inc. for the particular lot or combination of contiguous lots. No building shall be located nearer than 10 feet to any interior lot line and no structure shall be erected on any easement shown on the recorded map or plat or upon any easement described in this Declaration of Restrictions. For the purpose of this covenant, eaves, steps and uncovered porches or terraces shall not constitute a part of any building, provided, however, that this exception shall not be construed to permit encroachment upon an adjacent lot or upon an easement shown on the recorded map or plat or referred to in this instrument. No fence, wall, hedge, mass planting or other similar obstruction exceeding two and one-half feet in height shall be permitted between the front lot line and the front building setback line designated by Providence Acres, Inc., and no low tree branches or other types of obstructions shall be placed or permitted to remain in the sight line approaches to any street or to street intersections.

6. Before any unimproved lot may be sold to any person, firm or corporation other than Providence Acres, Inc., or its successor, the owner or owners of such lot shall offer first in writing to sell the lot to Providence Acres, Inc., or its successor, at a price equal to the highest bona fide offer made to such owner or owners for said lot. If Providence Acres, Inc., or its successor, does not accept or reject in writing said offer of sale within ten days from the date of receipt of the same, the then owner or owners of such lot shall have the right to sell the same without any further or additional obligation to offer the same to Providence Acres, Inc.

7. Providence Acres, Inc. reserves the right but shall not be obligated to waive in writing any violation of the front building setback line or either side lot line provided that such violation does not exceed 10% of the established or prescribed requirements and the violation thereof was unintentional.

8. No lot or assembly of contiguous lots shall be subdivided by sale or otherwise so as to reduce either the total lot area shown on the recorded map or plat, or the purchased assembly of contiguous lots as herein provided for, except by and with the written consent of Providence Acres, Inc.

9. No residence of a temporary nature shall be erected or allowed to remain on any lot or assembly of contiguous lots, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot or assembly of contiguous lots either temporarily or permanently.

10. Any driveway erected in, on or upon any lot or assembly of contiguous lots shall have either an asphaltic concrete surface or a cement concrete surface to the dwelling and garage or carport from the pavement of the street fronting the lot or assembly of contiguous lots and that portion of such driveway located within the public right of way shall be put in place in strict accordance with the regulations and requirements of the North Carolina State Highway Department.

11. Septic tanks installed and wells placed within any lot or assembly of contiguous lots shall be installed or placed therein in accordance with applicable laws of the State of North Carolina and the rules, regulations or ordinances of the Mecklenburg County or the Charlotte-Mecklenburg Health Department. Septic tanks and related effluent drainage fields shall not be located nearer than 75 feet to a well or wells situated on the same lot, or assembly of contiguous lots, and shall not be located nearer than 100 feet to any well or wells situated on the adjacent lots or assemblies of contiguous lots.

In the event a community, district, sectional, county or municipal sanitary sewerage system or water distribution facility, or both, shall be provided or made available by private or public agencies for use by the lots shown on the recorded map, then within two years after the completion of any such systems the use of the septic tanks for sanitary sewage disposal, or wells to provide water for human consumption as the case may be, shall be abandoned and the connection necessary to serve the lot shall be made. No well within any lot or assembly of contiguous lots shall furnish water for use beyond the boundaries of the lot or assembly of contiguous lots.

If any government agency or private or public utility deems it necessary or advisable to erect one or more structures within the area shown on the recorded map hereinbefore identified, in order to furnish utilities to the vicinity, including the area shown on the said map, then, with the prior written consent of Providence Acres, Inc., or its designated agent, any lot within the area may be used for such purpose, provided:

(a) The structure placed upon the lot has the general exterior appearance of a residence and is approved as to both appearance and size by Providence Acres, Inc.

(b) The use of any such structure shall be limited to a telephone exchange, telephone repeater junction or switching

facility, electric power transformer house, or sub-station, pumping station, control station for gas distribution, water tank, clerical office, library, or any combinations of such uses; and any such structure shall have adequate paved and screened-off-street parking for the vehicles of visitors, employees or patrons. All services and operational functions conducted on the premises shall be within the enclosure of the structure.

(c) The yard storage of machinery, equipment parts or accessories shall be fully screened by a wall or by shrubbery of sufficient height to conceal such storage.

(d) No open portion of the lot shall be used as a storage place or garage for any type of commercial vehicles which shall be housed in a garage enclosure which shall be limited in size to accommodate not more than six vehicles.

(e) The limitations, restrictions and provisions of all other paragraphs of this document, except paragraph one, shall apply to the non-dwelling use permitted by this paragraph unless inconsistent with the permissive non-dwelling use herein granted.

12. Domestic animals, livestock or poultry of any kind, and household pets, may be raised, bred or maintained for family or personal use on any lot or assembly of contiguous lots, but no domestic animals, livestock, poultry or household pets shall be kept, raised, bred or maintained for any commercial purposes.

13. No sign or bulletin boards of any description shall be displayed on any lot with the exception of signs "For Rent" or "For Sale" which signs shall not exceed two by three feet in size.

14. No noxious, offensive or illegal activity shall be carried on upon any lot or assembly of contiguous lots nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

15. (a) Providence Acres, Inc. reserves an easement in and right at any time in the future to grant a ten feet right-of-way over, under and along the rear line of each lot or assembly of contiguous lots for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, or other utilities including water, sanitary sewerage and storm water drainage services.

(b) Providence Acres, Inc. also reserves an easement in and right at any time in the future to grant a five foot right-of-way over, under and along the side lines of each lot or assembly of contiguous lots for the same uses and purposes set forth in Paragraph 15(a) above.

(c) Providence Acres, Inc. reserves an easement in and right at any time in the future to grant a five foot right of way over, under and along the property line abutting on street right of way expressly for highway purposes.

16. 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 twenty-five years from the date these covenants are recorded, and after that time these covenants shall be extended automatically for successive periods of ten years unless an instrument, signed by a majority of the then owners of the lots shown upon the subdivision map recorded as aforesaid, has been registered, agreeing to change said covenants in whole or in part.

17. These covenants may be enforced by Providence Acres, Inc. or any lot owner or owners by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant, or covenants, either to restrain violation thereof or to recover damages.

18. Invalidation of any one of these covenants by judgment, court order or statute, shall not affect any of the other provisions hereof which shall remain in full force and effect.

19. Nothing contained herein shall be held or construed to impose any restrictions on or easements in any land of Providence Acres, Inc. other than the land shown on the subdivision map hereinbefore referred to.

IN WITNESS WHEREOF, Providence Acres, Inc. has caused this instrument to be executed in its corporate name by its President or Vice-President, attested by its Secretary or Assistant Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given, this the 12th day of September, 1969.

PROVIDENCE ACRES, INC.

Attest:

BY: N. P. Lincey
President

William H. Bauhardt
Secretary



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 12th day of September, A. D., 1969, personally came before me H. H. Kenney, who, being by me duly sworn, says that he is the President of Providence Acres, Inc. and that 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 H. H. Kenney acknowledged the said writing to the the act and deed of said Corporation.

[Signature]
 Notary Public

My commission expires: 1-22-70

STATE OF NORTH CAROLINA The foregoing
 COUNTY OF MECKLENBURG certificate(s)
 of Mary D. McClelland,

a Notary Public of said County and State
 is ~~not~~ certified to be correct.
 This 16th day of September, 1969

Recorded in Book 3128 Page 557 and Verified.
 CHARLES E. CROWDER, Register of Deeds

By [Signature]
 Deputy

