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 JUDY G. PRICE, Register of Deeds
 Union County, Monroe, North Carolina

Key
 J.T.

STATE OF NORTH CAROLINA
 COUNTY OF UNION

MODIFICATION OF RESTRICTIVE COVENANTS

WHEREAS, the undersigned parties are owners of seventy five or more percent of the lots located in the subdivision formerly known as Valley Ranch, Valley Ranch Estates, or Valley Ranch at Lake Providence, Phase I, II, III, and V, and to be henceforth known as Highview Estates at Lake Providence, and recorded respectively in the office of the Register of Deeds for Union County, North Carolina, in Plat Cabinet C, File Number 682, Plat Cabinet C, File Number 691, Plat Cabinet C, File Number 704, Plat Cabinet C, File Number 748, Plat Cabinet C, File Number 762, Plat Cabinet C, File Number 777, Plat Cabinet D, File Number 90, Plat Cabinet D File Number 126, Plat Cabinet D, File Number 404, Plat Cabinet D, File Number 655, Plat Cabinet D, File Number 656, Plat Cabinet D, File Number 722, Plat Cabinet D, File Number 837, Plat Cabinet D, File Number 859, and Plat Cabinet E, File Number 71; and recorded in the Union County Register of Deeds Book 486 at Page 565, Book 720 at Page 630, Book 727 at Page 122, and Book 755 at Page 246 and;

WHEREAS seventy five percent or more of the owners wish to modify the restrictive covenants as mentioned above in whole in the following manner:

WHEREAS, Highview Estates at Lake Providence Home Owners Association (hereinafter referred to as the Association) the owners of said tracts of land as shown on said plats, now desires for the use for itself, its successors and assigns and future grantees, to place and impose certain protective covenants and restrictions upon said tracts.

NOW THEREFORE, in consideration of the premises, Highview Estates at Lake Providence Home Owners Association, for itself, its successors, assigns and future grantees, does hereby place and impose upon all of 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 the one detached, single family dwelling, together with outbuildings customarily incidental to the residential use of the tract.

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2. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by an architectural committee comprised of three or more representatives appointed by the Board of Directors of the Association, fails to approve or disapprove such design and location within twenty-one (21) days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to have been fully complied with. It is provided, however that nothing contained shall be construed to permit interference with the development of the properties by the owners of the tracts.

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An Architectural Control Board (hereinafter referred to as the "ACB") is hereby created. All plans and specifications, including building site location, must be first submitted to said Board for approval. The ACB shall be composed of such individuals as shall be named by the Board of Directors of the Association. The powers of said Board shall include approval of all plans and specifications, including building site location, for any structure to be erected upon said tracts as well as the cutting of any trees located thereon, that is to say, no tree shall be cut from said lot during construction without the prior approval of the ACB.

3. No residential structure shall contain less than 2,500 square feet of heated and cooled area; provided, however, that if approved by the ACB, such residence may contain 2,500 square feet under the roof. No trailer mobile homes or pre-manufactured or pre-fabricated homes shall be permitted.
4. All outbuildings to be erected upon the premises shall be subject to the approval of the ACB, and all such outbuildings shall be erected to the rear of the main dwelling and no closer than 10 feet to the side tract line, in which event same shall be located no nearer than 60 feet from any side street.
5. All mailboxes, including the post which supports same, must be approved by the ACB, and all such mailboxes shall be of conventional design, and in no event shall be radical, unusual or grotesque type supports or boxes be used. Brick mailboxes are not permitted.
6. No trailer, mobile home, basement, tenant, shack, garage, barn, or other outbuilding erected on said tract shall be used as a residence, either temporary or permanently, nor shall any building erected on said lot have an exterior construction of any material other than brick or stucco unless approved by the ACB.
7. The grounds and shrubs shall be kept neatly trimmed at all times, and no unsightly personal property of any type, including but not limited to, junk automobiles, farm implements, and commercial vehicles or busses exceeding two tons shall be allowed to be kept parked on the premises or street on a regular or frequent basis; provided, that such personal property may be kept to the rear of the residence located thereon out of sight of the general public; provided further, that no mobile homes in any event shall be maintained on the premises.
8. No right of way or easement for ingress and egress shall be granted by the owner of said tract or any subsequent grantee thereof to any landowners adjoining said tract in Highview Estates at Lake Providence, without the express written approval of the ACB.
9. Garages or carports may be constructed on the side or to the rear of said residences and shall have on a rear or side car entrance, said carports or garages to be constructed in substantial conformity with the construction of the residence.
10. No residential building shall be located on any lot nearer than the minimum building set-back lines shown on the recorded plat. No residential building shall be located on any lot nearer to the side lot line than 15 feet, nor nearer the rear lot line than 40 feet.
11. More than one tract (as shown on said plats) or part thereof may be combined to form one or more building tracts by (or with the written consent of) the owners of said tracts, or their successors and 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 without the written approval of the ACB. 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.
12. 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 the ACB, which written consent the ACB agrees to give if the delay in construction is due to circumstances reasonably beyond the control of the owner of said tract.
13. 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 and cats. Horses may be allowed by consent in writing by the ACB.

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

15. 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.

16. Easements fifteen (15) feet in width along the front and rear lines and seven and one half (7 ½) feet in width along side lines are reserved for installation and maintenance of utilities, including the right to keep said easement free and clear of all obstructions. These easements along the rear and side lines are also reserved as drainage easements.

17. Split rail or wooden picket fences of not more than four (4) feet in height are permitted. All other fence types must be approved by the ACB.

18. 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.

19. Only concrete or asphalt drives shall be allowed on any lot servicing any dwelling. Upon application to the ACB, the ACB may allow up to one year (1) from the completion of the dwelling for surfacing of any driveway.

20. During construction of any building located on any lot, the owner or contractor, whomever is the responsible party, shall maintain at all times on the lot a temporary sanitation device (i.e. porta-john) for the purpose of waste disposal.

21. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owners of this subdivision other than the property to which these restrictive covenants specifically specify.

22. 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.

23. Invalidity of any one or more of these covenants by judgment of the court shall not adversely affect the balance of said covenants, which shall remain in full force and effect.

24. 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 seventy five percent (75%) of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

25. No metal buildings shall be placed upon said tract, and any wooden buildings placed thereon shall be first approved by the ACB; provided, however, that split rail or wood fences may be allowed upon said tract, conditioned upon prior approval of the ACB, and said ACB shall have the final and absolute authority concerning the location of any residence, fence or other structure located on said tract with respect to the setback and side tract lines.

26. These Restrictive Covenants may be enforceable in law or equity by an aggrieved party in Highview Estates at Lake Providence, jointly or severally, and invalidation of any one of

the Restrictive Covenants by judgment of a Court Order shall in no way effect any of the other provisions herein contained, which shall remain in full force and effect.

27. These restrictive covenants may be changed in whole or in part by recording in the Union County Public Registry, a written instrument agreeing to change said covenants signed by seventy five percent (75%) of the then land owners of the lots shown on the aforesaid subdivision plats.

28. Each owner of lots in the subdivision shall be responsible for the control of erosion and sedimentation upon each lot owned and shall take steps as may be required to avoid damage to existing erosion and sedimentation control installations.

29. In order to induce North Carolina Natural Gas Company to install lines to serve residences in said tracts, all new residences located on streets where service is available are required to use natural gas for water and space heating.

30. New lot or property owners are required to join the Association and pay annual dues, fees and assessments as determined by the Board of Directors of the Association.

Signed this 17th day of December, 1997

C. Stanswell #76 (SEAL)

Charles Bauls #9 (SEAL)

Maha Bauls #9 (SEAL)

Scott Coon (SEAL)

Karen Maierman #14 (SEAL)

David #14 (SEAL)

Franklin C. Hain #24 (SEAL)

Joanne Wescott #24 (SEAL)

Mark J. #21 (SEAL)

Jill #31 (SEAL)

Robert #24 (SEAL)

Major A. Jett #24 (SEAL)

John #18 (SEAL)

Nancy #18 (SEAL)

Barbara #30 (SEAL)

Sally #30 (SEAL)

Robert #32 (SEAL)

Mr. #32 (SEAL)

Franklin C. Hain #24 (SEAL)

Donna S. Hain #24 (SEAL)

Richard L. Hain #24 (SEAL)

Sherry L. Hain #24 (SEAL)

Young #24 (SEAL)

Joe #24 (SEAL)

Orville #17 (SEAL)

Lynn #76 (SEAL)

Thomas #17 (SEAL)

Deirdre #19 (SEAL)

Walter #19 (SEAL)

John #22-B (SEAL)

John J. Smith #22-B (SEAL)

____ (SEAL)

____ (SEAL)

____ (SEAL)

____ (SEAL)

____ (SEAL)

South Carolina, Lancaster County

I, a Notary Public of the County and State aforesaid, certify that C. Stan Sewell, Chaouki Boules, Maha Boules, Karen McTiernan, David McTiernan, Timothy R. Wescott, Joanne Wescott, Mark W. Spence, Jill Spence, Robert K. Tuttle, Sharon A. Tuttle, John Glenn, Nancy Glenn, Anthony Yeargin, Sally H. Yeargin, Lisa Trevisan, Chris Trevisan, Franklin C. Hamilton, Donna S. Hamilton, Richard L. McRae, Sherry L. McRae, Soeung Lang, Lang Myo, Ouida Krajewski, Lynn Sewell, Thomas W. Krajewski, Deirdre Caldwell, Wilch H. Caldwell, Jr., Gary P. Smith, and Robin T. Smith personally appeared before me this day and acknowledged the signature of the foregoing instrument. Witness my hand and official stamp or seal, the day 17th of December, 1997.

My Commission Expires: October 24, 1999

Dayle B. Lucas Notary Public

NORTH CAROLINA - UNION COUNTY
The foregoing certificate(s) of

Dayle B. Lucas Notary Public
of SC is/are certified
to be correct. Filed for record this 19th day
of March, 1998, at 9:55 AM

JUDY G. PRICE, REGISTER OF DEEDS
BY: maubruit
Asst. Dept.