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BOOK 532 PAGE 755

PREPARED BY AND RETURN TO:
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RESTRICTIVE COVENANTS
FOR
ASBURY DOWNS, PHASE II

By

WHEREAS, Vann V. Secrest, Jr. and wife, Jane H. Secrest (hereinafter "Secrest") of Union County, North Carolina, are the owners of a certain tract of land located on S.R. 1665 (known as Changy Road), said tract being more particularly described in Deed recorded in Book 94, Page 117, Union County Registry;

AND WHEREAS, Secrest, as the owner of said property, now desires for the use of themselves, their heirs, assigns, and future grantees to place and impose certain protective covenants and restrictions on that portion of the said property which is more particularly described on plat recorded in Plat Cabinet C, Files 888, 889, 890, 891 and 892, Union County Registry, which shall be known as Asbury Downs, Phase II.

NOW, THEREFORE, in consideration of the premises herein, Secrest, for themselves, their heirs, assigns and future grantees, do hereby place and impose upon the said property the following restrictions:

1. Each lot shall be used for residential purposes only and no structures shall be erected, placed, altered or permitted to remain on any lot other than one detached, single family dwelling, together with outbuildings customarily incidental to the residential use of each lot.
2. No single-family dwelling, one-story in height, shall be erected and maintained on any of said lots with a heated living area of less than 1,300 square feet, excluding porches, carports, garages, and basements. Any split-level residence or two story or more residence shall contain a minimum of 1,000 square feet of enclosed heated living area on the ground floor (main entry level), excluding the basement, and shall contain a total heated living area of not less than 1,400 square feet. No residence shall be more than two and one-half stories in height, plus a basement. Construction shall be started within six months from the date of purchase of the lot and completed within twelve months from date of purchase.
3. If any original lot purchaser shall fail to construct a new residence within twelve (12) months from the date of the lot purchase, Secrest shall have a continuing option to repurchase the said lot from the original purchaser for the original purchase price.
4. No dwelling shall be located on any lot nearer than 50 feet to the front street right of way line of the nearest street or streets on which the lot fronts, with a side line setback of 15 feet and a rear yard setback of 50 feet. The "front street" of any corner lot shall be the shorter of the two property lines along the two adjoining streets.

In the event of an unintentional violation of any of the building setback lines set forth herein, Secrest and their heirs, reserve the right, by and with the written mutual consent of the owner/owners for the time being of said lot and the adjoining lots, to change the building setback line requirements set forth in this instrument in respect to such lot, provided, however, that such change will not exceed 10% of said building setback requirements.

5. 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 onto a lot and remodeling or converting same into a dwelling unit in this subdivision. The exterior construction material for each residential building shall be 90% brick and no structures (principal residence, garage, carport or outbuilding) placed on any lot shall have any portion of its exterior constructed of either concrete or cinder block. Any damage done to the streets

and/or other utilities during construction shall be repaired by the responsible lot owner.

6. Carports and/or garages are to be constructed in substantial conformity with the construction of the residence, and be built with the same exterior building materials as the principal single-family dwelling on said lot. All carports and garages shall have a rear or side entrance. All other outbuildings qualifying under paragraph 1 above are to be constructed of wood, brick, stone or similar facing material and painted and/or stained to match the principal residential outbuilding.

7. All plumbing fixtures, dishwashers, toilets or sewage disposal system shall be connected to a septic tank sewage system constructed by the lot owner and approved by the Union County Health Department unless public sewage becomes available in the subdivision.

8. No noxious or offensive trade or activity shall be permitted on any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No structure of a temporary character, such as a trailer, basement, tent, shack, garage, barn, mobile home, modular home or other outbuilding, shall be used on any lot at any time as a residence, either temporary or permanently.

9. No modular home (preconstructed living unit), mobile home or mobile home park shall be allowed or maintained upon any of the subdivision lots. No motor homes, campers, travel trailers or other similar vehicles shall be parked on any subdivision street right of way or lot, except in a garage, carport or in the rear yard behind the residence. Further, no bus or truck larger than a pickup truck shall be parked on any lot or the right of way of any subdivision street, and no motorcycles, motorbikes, all terrain vehicles (ATV) or similar motor vehicles shall be permitted in the subdivision. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets. All dogs must be penned or on a leash at all times.

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No non-organic trash, garbage or other waste can be burned on any lot in the subdivision.

11. No inoperable, stripped, partially wrecked, or junk motor vehicles, or part thereof, shall be permitted to be parked or kept on any subdivision street, right of way, or lot.

12. Every satellite reception dish or devise, above-ground swimming pool or outdoor closeline shall be located in the rear yard and screened from view by adjoining lots, the subdivision streets and any common areas in the subdivision by means of landscaping or attractive screening material.

13. No subdivision of any lot shall be permitted which reduces the original subdivision lot to an area of less than 40,000 square feet.

14. No sign of any kind shall be displayed to the general view on any lot, except a professional sign of not more than two square feet, or a sign of not more than five square feet to advertise the property for sale or rent.

15. Only wood fences, chainlink fences and split-rail fences with woven wire (but not chicken or hog wire) shall be permitted along the side and rear lot lines of each lot, provided

such fences do not exceed four feet in height. All other type fences and any fence in excess of four feet in height must be approved in writing by Secret prior to installation or construction. No fence shall be located nearer to the street right of way than the front corners of the principal residence.

16. No residence, outbuilding or other accessory feature to the dwelling structure shall be erected, placed or altered on any lot unless the construction plans, specifications, exterior color scheme and a plot plan of proposed construction have been approved in writing by Secret. Secret shall have thirty (30) days after receipt of the plot plan and the plans, specifications and color scheme for the proposed construction to accept or reject the same in whole or in part, and if Secret fails to accept or reject the same within the said thirty (30) days, the plans, specifications and plot plan shall be deemed to be approved. After permission for construction is granted by Secret, compliance with the approved construction plans and specifications and plot plan shall be the responsibility of the owner. Any permission granted by Secret for construction pursuant to this covenant shall not constitute or be construed as an approval by Secret of the structural stability, design or quality of any building.

17.(a). Secret reserves an easement in and right at any time in the future to grant a fifteen (15) foot wide right of way over, under and along the rear line of each lot 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 sewage service and storm water drainage facilities.

(b). Secret also reserves an easement in and right at any time in the future to grant a seven and one-half (7.5) foot wide right of way over, under and along the side lines of each lot for the same uses and purposes set forth in paragraph 17(a) above.

(c). Secret reserves an easement in and right at any time in the future to grant a fifteen (15) foot wide right of way over, under and along the property line abutting on any street right of way for the same uses and purposes as set forth in Paragraph 17(a) above.

18. Each lot owner in the subdivision shall be responsible for the control of erosion and sedimentation upon each lot owned and shall take such steps as may be required to avoid damage to erosion and sedimentation control installations of the developer. Any damage to such installations of the developer caused by any act or failure of any owner of a lot shall be repaired by such owner who shall save and hold the developer harmless from any loss or liability whatsoever on account thereof.

19. Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate any covenants, either to restrain violation or to recover damages.

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

21. As used throughout these restrictive covenants, "lot" shall include any subsequent combination of lots or portions of lots into a single lot and any subsequent subdivision of one or more lots into multiple lots.

22. These covenants are to run with the land and shall inure to and be binding on all parties, their heirs, successors and assigns, claiming under them for a period of thirty (30)

BOOK 532 PAGE 758

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, the undersigned has caused these presents to be signed and sealed in their names, this the 27th day of December, 1991

Jane H. Secret (SEAL)
Jane H. Secret

Jane H. Secret (SEAL)
Jane H. Secret

NORTH CAROLINA, UNION COUNTY.

I, a Notary Public of the County and State aforesaid, certify that Vann V. Secret and Jane H. Secret, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 27th day of December, 1991.

My commission expires: 8/9/92 *Jane H. Secret* Notary Public



NORTH CAROLINA - Union County *Jane H. Secret*
The foregoing certificate(s) of *Jane H. Secret*

Jane H. Secret Notary Public of *Union*

is (was) certified to be correct. This instrument was presented for registration and recorded in this office at Book *532*, Page *255*
this *30* day of *December*, 19 *91* at *4:45* o'clock *P.*M. *AS*
ONEL L. PLYER, REGISTER OF DEEDS *Donald J. Morris* *AS* *AS*
Notary/Deputy