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BOOK 503 PAGE 789

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
ASHLAND

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made this the 30. day of September, 1992, by and between Home by George Sessle, Inc., a North Carolina Corporation and Indian Trail Associates, a North Carolina General Partnership, hereinafter referred to collectively as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the real property shown on maps of Ashland which maps are recorded in File Cabinet D File No. 151 and File No. 152 of the Union County Public Registry, and desires to create thereon an exclusive residential community of single-family houses to be named Ashland; and

WHEREAS, Declarant desires to insure the attractiveness of the subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect, and enhance the values and amenities of all property within the subdivision, and, to this end, desires to subject the real property shown upon the aforesaid maps to the covenants, conditions, restrictions, and easements hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions, and Restrictions, does declare that all of the property shown on the aforesaid maps of Ashland is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, and easements set forth in this Declaration, and, that with this real property and be binding on all parties, having any right, title, or interest in said real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests solely as security for the performance of an obligation.

Section 2. "Property" shall mean and refer to the "Property" described in Article II.

DMK 583 MAR 7 89

Section 3. "Lot" shall mean and refer to any numbered plot of land with delineated boundary lines appearing on any recorded subdivision map of the Properties.

Section 4. "Declarant" shall mean and refer to Indian Trail Associates and Homes by George Steale, Inc. and shall also mean and refer to any person, firm, or corporation which shall hereafter become vested, at any given time, with title to two or more undeveloped Lots for the purpose of causing resident building(s) to be constructed thereon, and any such successor in title to Indian Trail Associates and Homes by George Steale, Inc. shall be a Declarant during such period of time as said party is vested with title to two or more such Lots (whether undeveloped or developed and un conveyed), but no longer.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, is located in Union County, North Carolina, and is more particularly shown on the map of Ashland recorded in Plat Cabinet B, File No. 151 and File No. 152 of the Union County Public Registry.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, or other structure shall be commenced or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, including the erection of awnings, awials, awnings, the placement of reflective or other material in the windows of a house or other exterior attachment, until the plans and specifications showing the nature, kind, shape, location, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location Control Committee composed of three (3) or more representatives appointed by Declarant. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The Architectural Control Committee shall have the right to charge a reasonable fee for reviewing such application in an amount not to exceed \$25.00. The Architectural Control Committee shall not approve any alterations, decorations, or modifications which would jeopardize or impact the soundness, safety, or appearance of any Lot. Refusal or approval of plans, specifications, builder, or location may be based on and uncontrolled discretion of the Architectural Control Committee shall be deemed sufficient. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties

DKK 583 MAY 7 90

by the Declarant in accordance with its general plan of development. In order to assure that location of houses will be suggested where practical and appropriate, the structures shall be located with regard to the ecological constraints and topography of each individual lot, taking into consideration topography, the location of large trees and similar considerations, the Architectural Control Committee reserves the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all lots. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the builder or lot owner to recommend a specific site.

Section 2. Approval of Builder. Any builder prior to performing any work on the Properties, must be approved by the Architectural Control Committee as to financial stability, building appearance and ability to build structures of the class and type of those which are to be built on the Properties. No person, firm, or entity shall be approved as a builder unless such person, firm, or entity obtains his approval in writing from construction of the type which builder is to perform upon the Properties. No owner will be permitted to act as his own builder, contractor, for the exterior of any structure, except where such owner obtains his approval in writing from the construction of the type of structure to be constructed upon the Properties, and otherwise meets the qualifications set forth upon the Architectural Control Committee as hereinafter set forth.

Section 3. Completion of Improvements. The exterior of all houses and other structures and site work and landscaping must be completed within one (1) year after the construction of same shall have commenced, except where completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency, or natural calamities.

Section 4. Enforcement. In the event any Owner violates the terms of this Article III, the Architectural Control Committee or its duly appointed agent, after thirty (30) days written notice to Owner to cure such violation and failure of Owner to so cure, shall be entitled to enter upon the property of Owner and cure such defect, including removal of any structure built in violation hereof, all at the cost and expense of Owner. This right of the Architectural Control Committee, or its agent, shall be in addition to all other general enforcement rights which the Architectural Control Committee may have for a breach of a violation of the terms of these covenants and restrictions and shall not be deemed a trespass by Company or its agent.

ARTICLE IV

USE RESTRICTIONS

Section 1. Land Use. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than a single-family dwelling not to exceed two and one-half (2-1/2)

000 503 MAR 7 91

stories in height, a private garage for each house for not more than two (2) cars, and other accessory structures customarily incidental to use of the plot.

Section 2. Building Lines. No building shall be located nearer to the front or side lines than the building setback lines shown on the recorded plat. If such lines are shown, in any event, no building shall be placed nearer to any front, side, or rear setback line as required by the Lincoln County Zoning Ordinance or any other applicable zoning ordinance.

Intentional violations not exceeding ten percent (10%) of the minimum building line requirements set forth shall not be considered a violation of this Section.

Section 3. Subdivision of Lots. No person or entity may subdivide or redivide any lot or lots without the prior written consent of the Decreeant.

Section 4. Size of Structure. No residential structure shall be erected or placed having a finished heated area of less than 900 square feet.

Intentional violations not exceeding two percent (2%) of the minimum square footage requirements herein set forth shall not be considered a violation of this Section.

Section 5. Temporary Structures. No structure of a temporary nature shall be erected or allowed to remain on any lot unless and until permission for the same has been granted by the Architectural Control Committee or its designated agent or representative. This Section shall not be applicable to temporary construction trailers, sales offices, and material storage facilities used during construction.

Section 6. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any lot or in any other unenclosed area (including porches) within the Property Lines shown between the hours of 8:00 A.M. and 5:00 P.M. on Monday through Friday and on a holiday) and clothes hanging devices such as lines, yards, poles, frames, etc., shall be stored out of sight other than during the times aforementioned.

Section 7. Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.

Section 8. Temporary Residences. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as residence.

Section 9. Satellite Dish Antennae. No satellite dish antenna

shall be erected or installed except in accordance with the architectural control provisions of Article III hereof.

Section 10. Harmony of Structures. No structure shall be constructed or moved onto any lot unless it shall conform to and be in harmony with existing structures in the tract.

Section 11. Retardance. A perpetual easement is reserved over the rear 10 feet of each lot for utility installation and maintenance and/or storm on recorded map. A perpetual easement is reserved over the rear 5 feet and rear 10 feet of each lot for public storm drain and/or storm on recorded map. Within any such easements above provided for, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation or operation of all facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 12. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot; one sign of not more than five square feet, advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sales period.

Section 13. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, birds, or maintained for any commercial purpose.

Section 14. Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste, and same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

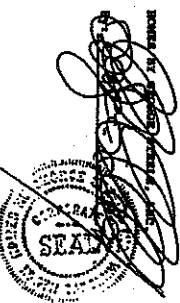
Section 15. Fences. No fences shall be erected on any lot closer to any street line than the building setback line shown on the recorded map, nor shall any fence be erected except in accordance with the architectural control provisions of Article III hereof.

Section 16. Sight Line Limitations. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular areas formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage has its maintained at sufficient height to prevent obstruction of such sight lines.

BOOK 583 PAGE 793

THE WITNESS HEREOF, the Notary Public, has caused this instrument to be executed and sealed in its corporate name this day and year first above written.

ATTORNEY
George C. Stedric
Secretary



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Sharon S. Little, a Notary Public, personally appeared this day Sharon S. Little who, being duly sworn, says that he/she is the Secretary and that George C. Stedric, Jr. is the President of Home By Design Realty, Inc., the corporation described in and which executed the foregoing instrument and that he/she knows the common seal of said corporation; that the foregoing instrument was executed in the corporate name by the said Sharon S. Little and attested to by the said Secretary who affixed the Sharon S. Little seal, Charter, all by order of the Board of Directors of said corporation and that the said instrument is the act and deed of the said corporation.

Witness my hand and notarial seal this 30 day of September, 1992.



Sharon S. Little
Notary Public

NORTH CAROLINA - Union County
The foregoing certificate(s) of Sharon S. Little
Notary Public of Mecklenburg, N.C.

is (are) certified to be correct. The instrument so prepared for registration and recorded in this office is Book 583 Page 288
this 30 day of Sept 19 92 at 4:35 o'clock pm.
By: *Sharon S. Little* Notary Public

ORRILL L. MYER, REGISTER OF DEEDS

Sharon S. Little
Notary Public