

BK 1272PG607

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Drawn by & return to: R. Kenneth Helms, Jr., P. O. Drawer 99, Monroe, NC 28111-0099

STATE OF NORTH CAROLINA RECORDED
AND
COUNTY OF UNION

VERIFIED
MKH

Filed for record
Date 7/9/99
Time 4:35
KEY & PLAT, RECORDS OF DEEDS
1100 Centre Street, Hwy. 100/101/9

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE ASHTON
PHASE TWO

WHEREAS, RICK DUNCAN CONSTRUCTION, INC. (hereinafter "developer") owns certain real estate which is located in Union County, North Carolina, and shown on plat entitled "The Ashton Phase Two" and recorded in the office of the Union County Register of Deeds in Plat Cabinet E File 52, (hereinafter "the subdivision"), reference to which is hereby made for a more particular description and,

WHEREAS, Developer 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, to this end desires to subject the said real property to the covenants, conditions, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

NOW, THEREFORE, Developer, by this Declaration of Covenants, Conditions and Restrictions, does declare that all of the property described above shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns (hereinafter "Owners"), and shall inure to the benefit of each owner thereof:

1. These restrictive covenants shall hereafter apply to all presently subdivided lots, and, upon any further subdivision, shall thereafter apply to each such subdivided lot. The subject property may not be subdivided hereafter unless such subdivision shall result in lots of not less than one acre each.
2. Each 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 outbuildings customarily incidental to the residential use of each tract.
3. No single-family dwelling shall be erected and maintained on any of said tracts with the heated living area of less than 1,200 square feet.
4. Any outbuildings qualifying under Paragraph 2 above are to be constructed in substantial conformity with the construction of the residence, and have an exterior of similar construction to the exterior of the principal single-family dwelling on said lot.
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 on a tract and remodeling

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MONROE, NC

or converting same into a dwelling unit in this subdivision. No structure placed on any tract shall have an exterior of either block or cement block.

6. 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. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
7. No mobile homes, double wide mobile homes, or modular homes shall be allowed or maintained upon any of said tracts. No animals, live stock, or poultry of any kind shall be allowed or kept on any lot save and except dogs, cats, or other household pets which may be kept provided they are not kept, bred, or maintained for any commercial purposes.
8. 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 incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
9. No sign of any kind shall be displayed to the public view on any lot except one by a builder to advertise the property during the construction and sales period.
10. No subdivision of any lots will be permitted without the prior written consent of the developers.
11. No unlicensed or permanently inoperable vehicle, car, or parts thereof, or any items deemed unattractive or inappropriate to the general appearance of the neighborhood shall be located upon any premise within the subdivision.
12. No freestanding antenna or satellite dish shall be permitted in the front or side yard on any lot. Only radio and television antennas not exceeding fifteen (15) feet in height above the roof line of the residence and only dishes or disks not exceeding four (4) feet in diameter and not visible from any point on the street in front of the residence shall be permitted.
13. No chain link fence shall be erected on any Lot, and no fences shall be erected on any Lot closer to any street line than the building setback line shown on the recorded map (or in any case between the residential structure located on the Lot and the road right-of-way), nor shall any fence be erected except in accordance with the architectural control provisions of paragraph 18 below. Any fence constructed shall be a wood split rail fence.
14. No masonry mailbox supports shall be permitted.
15. Above ground pools are prohibited.
16. No drying or airing of any clothing or bedding shall be permitted outdoors on any Lot or in any other unenclosed area (including patios) within any lots other than between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday and 8:00 a.m. and 1:00 p.m. on Saturdays (except when any such day shall fall on a holiday) and clothes hanging devices such as lines, reels, poles, frames, etc. shall be stored out of sight other than during the time and days aforementioned.
17. No building, fence, wall, sidewalk, hedge, obstruction, driveway or other structure shall be commenced, erected or maintained upon any Lot nor shall any exterior addition, change or alteration thereto (including change of color) be made without the prior written approval of the Developer. The areas over which Developer shall have control shall include, but shall not be limited to, the size and plan of the residential structure, the location of the principal residential structure on the Lot, the size and plan of any attached garage, the location and manner of construction of any driveway, in-ground swimming pool, patio, mailbox or other exterior improvements, and the composition and color of all material used on the exterior of any structure. Developer shall also have control over the removal of any trees or other vegetation from any Lot and no party shall grade, excavate upon or otherwise alter the topography of any Lot or remove any tree greater than a 5" caliber or other vegetation therefrom without obtaining the prior written approval of Developer. It is provided, however, that nothing herein contained shall be construed

to permit interference with the development of the Property by Developer in accordance with its general plan of development. In order to assure that location of houses will be staggered where practical and appropriate, the structures will 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 Developer 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 locations shall be determined only after reasonable opportunity is afforded the Lot Owner to recommend a specific site. Any party requiring approval of any proposed improvements to any Lot shall submit to Developer plans and specifications showing in such detail and manner as Developer shall require the nature, shape, height, materials and locations of any such improvement. Developer, in its sole and absolute discretion, may require in particular instances that such plans and specifications be accompanied by a plat prepared by a registered land surveyor showing the location of the proposed improvements on the Lot. All decisions by Developer shall be based on Developer's discretionary determination as to whether any particular improvement is suitable and harmonious with the development of the subdivision. Developer's approval or disapproval of any proposed improvement shall be in writing. In the event that Developer fails to approve or disapprove any such proposed improvement within thirty (30) days after plans and specifications in such detail as Developer may require have been submitted to it, such plans and specification shall be deemed approved. Subsequent to the approval of any plans and specifications, the Owner shall have the responsibility for making such improvements in accordance with the plans and specifications as approved. Approval by Developer of any proposed improvements shall not constitute or be construed as approval of the structural stability, design or quality of any improvement or the compliance of any such improvement with applicable laws and codes. Refusal or approval of plans, specification or location may be based upon any grounds, including purely aesthetic considerations, which in the opinion of and the sole and uncontrolled discretion of Developer shall be deemed sufficient. The Developer will surrender the right of architectural control provided for herein at such times as Developer no longer has any ownership interest in any lot in the subdivision.

18. (a) The developers reserve an easement in and right at any time in the future, to grant a ten foot (10') 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, storm water drainage facilities and for installing septic system lines used to service other lots within the subdivision. Nothing herein is to be construed to reserve an easement for a septic drainfield or repair area in favor of any other lot in the subdivision.

(b) The developers also reserve an easement in and right at any time in the future to grant a five foot (5') right of way over, under, and along the side lines of each lot for the same uses and purposes set forth in Paragraph 16(a) above.

(c) The developers reserve an easement in and right at any time in the future to grant a five foot (5') right of way over, under, and along the property line abutting on street right of way expressly for highway purposes.

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

21. 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 developers. Any damage to such installations of the

developers 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.

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time, said covenants shall be 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, Rick Duncan Construction, Inc., Developer, by virtue of the provisions of the preamble of the aforesaid Declaration of Covenants, Conditions and Restrictions, has caused this instrument to be duly executed under seal as of the day and year first above written.

RICK DUNCAN CONSTRUCTION, INC.

Attest:

James Thomas Duncan By *James Richard Duncan*
Asst. Secretary President

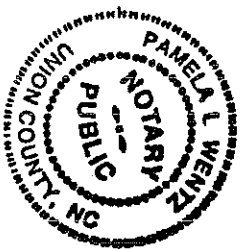
STATE OF NORTH CAROLINA
COUNTY OF UNION

Before me, a Notary Public, personally appeared this day James Thomas Duncan who, being duly sworn, says that he/she is the Asst. Secretary and that James Richard Duncan is the President of RICK DUNCAN CONSTRUCTION COMPANY, the corporation described in and which executed the foregoing instrument, that he/she knows the common seal of said corporation; that the foregoing instrument was executed in its corporate name by the said President and attested to by the said Asst. Secretary who affixed the common seal thereto, 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 8th day of July, 1999.

Pamela J. Wentz
Notary Public

My commission expires:
January 20, 2002



GRIFIN, SMITH,
CALDWELL, HELDER
& LEE, P.A.
ATTORNEYS AT LAW
MONROE, NC

BK 1272PG611

STATE OF NORTH CAROLINA
COUNTY OF UNION

The foregoing certificate of Paula F. Leahy
Notary(ies) Public of Union County, North Carolina, is/are hereby certified to be correct.
This instrument was presented for registration and recorded in this office in Book 1378, page 107.

This 9 day of July, 1998, at 4:35 o'clock A.M.

Paula F. Leahy
Register of Deeds

By: James J. Moore
Spdy

GRIFFIN, SMITH,
CALDWELL, HELDER
& LEE, P.A.
ATTORNEYS AT LAW
MONROE, NC

BK 1406PG564

STATE OF NORTH CAROLINA
COUNTY OF UNION

Paid for record
Date 06-21-2000 0017347
Time 4:20 o'clock P M
JUDY G. PRICE, Register of Deeds
Union County, Monroe North Carolina

AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE ASHTON, PHASES ONE AND TWO

THIS AMENDMENT of Declarations of Covenants, Conditions and Restrictions ("Restrictions") is entered into this 27th day of April, 2000 by Rick Duncan Construction, Inc., a North Carolina Corporation, Kevin Ross Puckett, and wife Stephanie A. Puckett, Maylon Ross Puckett and wife Ada G. Puckett, Thomas Chad Coppedge and wife Carrie Coppedge, Cary M. Preshar, and wife Aaron Mullis and wife Dena H. Mullis, Donald P. Malick, Jr. and wife Cindy L. Malick, and wife Jayme Carroll and wife Samantha Carroll (hereinafter referred to as "Developer and Lot Owners"), being all of the lot owners of the Ashton Subdivision Phases One and Two, as to restrictions pertaining to The Ashton Subdivision, Phases One and Two, Harold L. Clay and wife, Henrietta D. Clay, Susan A. Colpitta, unmarried, William B. York and wife, Joliette York, Jason

WITNESSETH:

THAT WHEREAS, Restrictions for The Ashton, Phase One have previously been recorded in Book 1270, Page 474, Union County Registry, and Restrictions for The Ashton, Phase Two have previously been recorded in Book 1272, Page 607, Union County Registry; and,

WHEREAS, the Developer and Lot Owners wish to amend the Restrictions to delete paragraph 15 of both Restrictions for Phase One and Phase Two and insert a new paragraph 15 and add language to paragraph 13 in both as set out below,

NOW THEREFORE, Developer and Lot Owners agree that the Restrictions for The Ashton, Phases One and Two as originally recorded in Book 1270, Page 474 and Book 1272, Page 607, Union County Registry, respectively, be amended as follows:

(a) add to the end of the last sentence in paragraph 13 in the Restrictions to the Ashton Phase One and The Ashton Phase Two the following:

"or a privacy fence constructed of wood or vinyl not exceeding 6 feet in height."

(b) delete paragraph 15 in the Restrictions to The Ashton Phase One and The Ashton Phase Two and insert new paragraph 15 in both The Ashton Phase One and The Ashton Phase Two as follows:

"15. Above ground pools are permitted only if enclosed by a solid wood or vinyl fence with a minimum and maximum height of six feet; provided said pool is located in the rear yard."

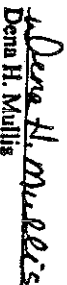
This Amendment of Covenants, Conditions and Restrictions shall run with the real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof. In so far as these amended Restrictions may differ from the original Restrictions, this amended Declaration of Covenants, Conditions and Restrictions shall control.

IN WITNESS WHEREOF, the undersigned, have caused this instrument to be duly executed under seal or have hereunto set their hands and seals the day and year first above written.

Rick Duncan Construction, Inc. (Lot 8)

By:  President

 (Lot 9)
Aaron Mullis

 (Lot 9)
Dena H. Mullis

RECORDED
AND
VERIFIED
CGG

CRISPIN, SMITH,
CALDWELL, HELDER
& LEE, P.A.
ATTORNEYS AT LAW
MONROE, NC

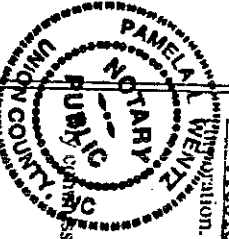
Pamela L. Wenz
Witness to all signatures below

<i>Jay Carroll</i> (Lot 1)	<i>Kevin Ross Puckett</i> (Lots 3, 10, & 13)
Jayne Carroll	Kevin Ross Puckett
<i>Janetia Rowald</i> (Lot 1)	<i>Stephania Puckett</i> (Lots 3, 10, & 13)
Janetia Rowald	Stephania Puckett
<i>Marylon Ross Puckett</i> (Lot 4)	<i>Thomas Chad Coppedge</i> (Lot 6)
Marylon Ross Puckett	Thomas Chad Coppedge
<i>Ada G. Puckett</i> (Lot 4)	<i>Carri Coppedge</i> (Lot 6)
Ada G. Puckett	Carri Coppedge
<i>Donald F. Majick, Jr.</i> (Lot 11)	<i>Carol M. Puckett</i> (Lot Kelly & Pauline (Lot 7))
Donald F. Majick, Jr.	Carol M. Puckett
<i>Cindy L. Malick</i> (Lot 11)	<i>Kelly L. Preslar</i>
Cindy L. Malick	Kelly L. Preslar
<i>William B. York</i> (Lot 12)	<i>Susan A. Goldring</i> (Lot 5)
William B. York	Susan A. Goldring
<i>Josette York</i> (Lot 12)	<i>Herold L. Clark</i> (Lot 2)
Josette York	Herold L. Clark
	<i>Hennifer D. Clark</i> (Lot 2)
	Hennifer D. Clark

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Pamela L. Wenz, a Notary Public, certify that:
James Richard Duncan, personally came before me this day and acknowledged that he/she is the
President of RICK DUNCAN CONSTRUCTION, INC., and that he/she, as
being authorized to do so, executed the foregoing on behalf of the

WITNESS my hand and official seal this 20th day of April, 2000.



Pamela L. Wenz
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF UNION

Before me, a Notary Public of said county and state, personally appeared this day
AARON MULLIS and wife DENA H. MULLIS and acknowledged the execution of the foregoing
instrument for the use and purposes therein expressed.

This the 28 day of April, 2000.

My commission expires:
6/22/2001

Pamela L. Wenz
Notary Public



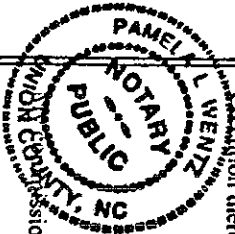
GRIFFIN, SMITH,
CALDWELL, HELDER
& LEE, P.A.
ATTORNEYS AT LAW
MONROE, NC

BK 14 06 PG 566

STATE OF NORTH CAROLINA
COUNTY OF UNION

Before me, a Notary Public of said county and state, do hereby certify that KRISTIE SMITH personally appeared before me this day, and after first being duly sworn, stated that in her presence JAYME CARROLL, SAMANTHA CARROLL, KEVIN ROSS PUCKETT, STEPHANIE A. PUCKETT, MAYLON ROSS PUCKETT, ADA G. PUCKETT, THOMAS CHAD COPPEDGE, CARRI COPPEDGE, DONALD P. MALICK, JR., CINDY L. MALICK, and CARY M. PRESLAR signed the foregoing instrument and acknowledged the execution thereof.

WITNESS my hand and official seal this 19th day of April, 2000.

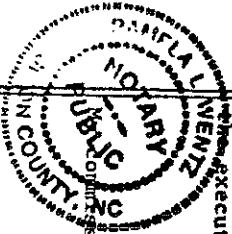


Pamela L. Wentz
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF UNION

Before me, a Notary Public of said county and state, do hereby certify that KRISTIE SMITH personally appeared before me this day, and after first being duly sworn, stated that in her presence KELLY L. PRESLAR, SUSAN A. COLPITTS, HAROLD L. CLAY and wife, HENRIETTA D. CLAY, and WILLIAM B. YORK and wife, JOSIETTE YORK signed the foregoing instrument and acknowledged the execution thereof.

WITNESS my hand and official seal this 19th day of June, 2000.



Pamela L. Wentz
Notary Public

GRAFFIN, SMITH,
CALDWELL, HELDEN
& LEE, P.A.
ATTORNEYS AT LAW
MONROE, NC

BK 1406PG567

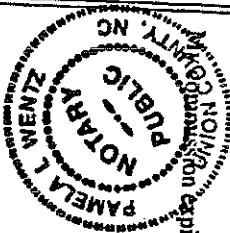
Witness to all signatures below

Jason Broadway (Lot 4)
Jason Broadway, Unmarried

Before me, a Notary Public of said county and state, personally appeared this day JASON BROADWAY and acknowledged the execution of THE AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ASHTON, PHASES ONE AND TWO, for the use and purposes therein expressed.

This the 1st day of June, 2000.

My Commission expires: 1/20/2002



Pamela S. Wentz
Notary Public

NORTH CAROLINA - UNION COUNTY
The foregoing certificate(s) of
Pamela L. Wentz, Edwinna M. Mason
Notary Public
are certified
to be correct: Filed for record this 21st day
of June, 2000, at 4:30pm
JUDY G. PRICE, REGISTER OF DEEDS
BY: Sherry Cocco
Amended

GRIFFIN, SMITH,
CALDWELL, HELDER
& LEE, P.A.
ATTORNEYS AT LAW
MONROE, NC