

NORTH CAROLINA

RANDOLPH COUNTY

RESTRICTIVE COVENANTS
ASHBROOK WOODS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that ASHBROOK DEVELOPMENT COMPANY, a corporation of Randolph County, North Carolina, being the owner of all of the lots in the subdivision known as ASHBROOK WOODS in Trinity Township, Randolph County, a plat of which is duly recorded in the office of the Register of Deeds for Randolph County, North Carolina, in Plat Book 14 at Page 56, does hereby covenant and agree with all other persons, firms or corporations hereafter acquiring any lot or lots in said subdivision that said lots are hereby subject to the following restrictive covenants with a purpose of promoting a well classified and regulated residential subdivision:

- (1) The numbered lots in this subdivision shall be used for residential purposes only and no building other than single family residences shall be built upon any lot. This restriction is not intended and does not prevent the occupant of any residential structure upon lots in this subdivision from engaging in an occupation upon the premises requiring the performance of personal services such as, but not limited to, bookkeeping, accounting, cosmetology, or similar services, provided no person engaged in business from their residence shall display any name or sign board or any advertisement.
- (2) No residence shall be built upon a lot having less than 15,000 square feet within the subdivision unless a community or public sewer system is installed to serve said lot with the written approval of the developing corporation executing these restrictive covenants.
- (3) No exposed concrete blocks, except of a special design or bond for decoration purposes, asbestos siding or asphalt siding may be used in buildings in this subdivision.
- (4) All houses built in this subdivision shall have a heated living area of at least 1200 square feet, except that a house having 1100 square feet of heated living area may be built provided such house is at least 60 feet wide on the front with a carport which does not open to the front of the lot. The area of porches, carports, garages and basements shall not be included in computing the minimum square footage for houses in this subdivision.
- (5) No trailer, mobile homes, tent, shack or other structure shall be placed on said property to be used as a dwelling, either permanently or temporarily, and no detached outbuildings or tool sheds except such outbuilding as may be constructed of the same texture material as the residence and shall not be visible from the street.
- (6) No house shall be built near the front property line of the lot than is shown as a minimum building line for this specific lot on the recorded plat. No house shall be built closer to a side lot line than 10 feet provided further that minimum set back lines as shown on the plat shall govern even as to side lot lines for corner lots in the subdivision.
- (7) No junk cars, house trailers or any other machinery or equipment not related to the upkeep of the property shall be stored on any lot so as to be exposed or visible to the street.

(8) No solid or wire mesh fence, nor any fence more than four feet in height shall be installed closer to the street than the front of the house.

(9) No house shall be constructed on any lot in the subdivision with a metal roof.

(10) No chickens, pigs, goats, cows, horses, ponies or any other animals other than small domesticated animals such as cats and dogs kept as pets shall be maintained on any lot.

(11) No outside toilets shall be erected or permitted on any lot.

(12) The plans and specifications for any house to be built in this subdivision must be submitted to George Clements Building, Inc., for written approval of the design and specification and shall not be constructed upon any lot in this subdivision without the written approval of said agent of this development.

(13) If the developer or any subsequent owner of any lot in this subdivision or their heirs or assigns shall violate or attempt to violate any of the restrictive covenants hereinabove set out during the existence of these restrictive covenants, it shall be lawful for any person or persons owning any other lot or lots in said development or subdivision to prevent such violation by injunction and to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such restrictive covenant to prevent such violation and to recover damages for other dues for such violations.

(14) In validation of any one of these foregoing restrictive covenants shall in no wise affect any of the other restrictive covenants contained herein which shall remain in full force and effect. All of the restrictions as set forth above are made for the purpose of providing a general scheme or plan of development for the benefit of the loan owner or owners of all lots in the subdivision and said covenants are and shall be binding upon the present owners of said lands, their successors, heirs and assigns, and shall be covenants running with the land, binding on all future owners of said land or any portion thereof for a period of fifteen years from the date of this instrument, provided further that the restrictive covenants hereinabove contained may be extended for an additional period of ten years thereafter by the execution of a like instrument by all of the then owners of the lots in this subdivision and recorded in the office of the Register of Deeds for Randolph County.

IN TESTIMONY WHEREOF, the said ASHBROOK DEVELOPMENT COMPANY has caused this instrument to be executed in its corporate name by its proper officers and attested with its corporate seal, this the 31st day of May, 1971.

ASHBROOK DEVELOPMENT COMPANY

BY _____
President

ATTEST:

J.C. Sallent
Secretary

(corporate seal)



NORTH CAROLINA

COUNTY OF Guilford

I, Ramona Caudle, a Notary Public of said County and State do hereby certify that L. C. Zalbert personally came before me this day and acknowledged that he/~~she~~ is Secretary of ASHBROOK DEVELOPMENT COMPANY, and that, by authority duly given and as the act of the Corporation, the foregoing Restrictive Covenants were signed in its name by its President, sealed with its corporate seal, and attested by himself/~~herself~~ as its Secretary.

Witness my hand and official seal this the 31st day of May, 1971.

Ramona Caudle
Notary Public

My Commission expires Feb. 28, 1975



Ramona Caudle,
N. P. of Guilford Co - N.C.

4:51 P. June 71
Wanda Phillips, asst.