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Paul Bollinger, 9 Thomas St.  
T-ville, NC 27360

12.00

NORTH CAROLINA )  
                  )  
RANDOLPH COUNTY )

RESTRICTIVE COVENANTS  
  
ASHETON WOODS

KNOW ALL MEN BY THESE PRESENTS, that H & F ASSOCIATES, a North Carolina partnership, does hereby covenant and agree to and with all persons, firms, and corporations hereafter acquiring any of the property shown on the unrecorded plat of ASHETON WOODS, consisting of property more specifically described in deed book 1704, p. 1901 in the office of the Register of Deeds for Randolph County, No. Carolina, and that said property is hereby subjected to the following restrictions as to the use thereof, which restrictions shall be and are covenants running with the land, binding upon whosoever shall own said property, to-wit:

- A) 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 lot other than one detached single family dwelling.
- B) No single wide mobile home of less than 60 ft. in length shall be erected on any residential building lot. No double wide mobile home of less than 44 ft. in length shall be erected on any residential building lot. No permanent dwelling house of either brick or wood construction shall be constructed which does not contain a minimum of 1200 square ft. of heated floor space. No building shall be erected on any residential lot nearer any street line than 75 ft.. With respect to a corner lot, no residence shall be located nearer than 15 ft. to the side street line. With respect to corner lots, the front line shall be deemed the street line having the shorter frontage, and any building consisting of a residency erected on such corner lot shall face the front lot line. No building other than a residence shall be located nearer than 30 ft. to the side street line and no buildings, including a residence shall be located nearer than 15 ft. to any side lot line.
- C) No fence, wall, hedge, or shrub plantings which obstructs sight lines at elevations between 2 and 6 ft. above the road, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points 25 ft. 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 limitations shall apply on any lot within 10 ft. 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 line is maintained at sufficient height to prevent obstruction of sight lines.

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- D) No noxious or offensive trade or activities shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No motor vehicles, off road vehicles, farm machinery or other vehicles in non working order shall be allowed to remain on any residential lot longer than 60 days.
- E) No camper, basement, tent, shack, garage, barn or other out building erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Provided, however that this restriction shall not apply to mobile homes which meet the criteria and guidelines set forth elsewhere in these covenants.
- F) No cinderblock, concrete or concrete block in any structure shall be visible from the street.

It is hereby reserved over the rear 10 ft. of each lot an easement for installation and maintenance of utilities and drainage facilities; provided however, that if an easement for installation and maintenance of such facilities and drainage facilities is shown on the recorded map of ASHETON WOODS, that such easement as shown in the recorded map shall take precedence over the easement hereby set forth.

- G) No billboards or signs shall be erected nor allowed to remain on said property except for one professional sign not more than 1 square foot, 1 sign of not more than 5 square feet advertising property for sale or signs used by a builder to advertise property during the construction and sales period.
- H) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All such waste shall not be kept except in sanitary containers. All incinerators or other equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- I) No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with requirements, standards, and recommendations of Randolph County, North Carolina.
- J) All driveways shall be paved with either with concrete, asphalt, gravel, or similar type material.
- K) Any restrictions, covenants, or conditions here and above set forth may be removed, modified, or changed by securing the written consent of H & F Associates, or its successors or assigns, which written consent shall

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be duly executed, acknowledged and recorded in the office of the Register of Deeds, for Randolph County, North Carolina and which written consent may be given or withheld within the uncontrolled and sole discretion of H & F Associates, or its successors or assigns until such time as all of the lots existing in ASHETON WOODS as of the date of this instrument are purchased from H & F Associates.

- L) 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 twenty (20) years from the date of 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 such covenants in whole or in part.

IN TESTIMONY WHEREOF, H & F ASSOCIATES, has caused these presents to be signed by its partner, attested by its partner, and has caused its common seal to be affixed hereto.

This the 14 day of March, 1988.

H & F Associates, a North Carolina partnership

By: *Wilson Hunt*  
PARTNER

ATTESTED:

*Martha S. Flippin*  
PARTNER

NORTH CAROLINA  
RANDOLPH COUNTY

This the 14<sup>th</sup> day of March, 1988, personally came before me *Rebecca W. Everhart* a Notary Public, *of Davidson County*, who, being by me duly sworn, says he knows the common seal or the principal of H & F Associates and is acquainted with *Wilson Hunt* who is the partner of said partnership, and that he said *Martha S. Flippin* is the partner of said partnership, and saw the said partner sign the foregoing instrument, and that he signed his name in attestation of the execution of said instrument in the presence of said partner of said partnership.

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WITNESS my hand and notarial seal, this 14<sup>th</sup> Mar-11, 1988.

Rebecca W. Everhart  
Notary Public

My Commission Expires:  
December 21, 1992

REBECCA W. EVERHART  
NOTARY PUBLIC  
DAVIDSON COUNTY, N. C.

NORTH CAROLINA - Randolph County

The foregoing certificate(s) of Rebecca W. Everhart

Notary Public of Davidson County, NC

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1216  
Page 173, This 14<sup>th</sup> day of March, 1988 at 12:53 o'clock P. M.

Ann Shaw, Register of Deeds  
By Paul Cavicutt, Deputy Register of Deeds