

NORTH CAROLINA

FRANKLIN COUNTY

RESTRICTIVE COVENANTS FOR ASHLEIGH ACRES SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the undersigned are the sole owners in fee simple of the following described property situate in Dunn Township, Franklin County, North Carolina, and comprising Lots 1-8 of the development known as "Ashleigh Acres Subdivision", as the same appear on plat thereof made by Cawthorne & Associates, Registered Land Surveyor, dated 15th day of September, 1986, and recorded in Plat Record File 3, Slide 43-E, of the Franklin County Registry, reference to said plat being hereby specifically referred to for a more particular and accurate description of said property; and,

WHEREAS, the undersigned contemplate the development of said property and the conveyance of lots therein; That it is the desire of the undersigned that the purchasers and subsequent owners of said property be protected by the covenants hereinafter set forth to the mutual advantage of the owners or the purchasers of any or all of said property;

NOW, THEREFORE, for and in consideration of the premises and as an inducement and incentive to the prospective buyers to purchase and develop said property, the undersigned do hereby covenant and agree to and with all persons, firms or corporations hereinafter acquiring any property in the above-described subdivision, that all of the lots on the map above referred to and now owned by the undersigned are hereby subject to the following restrictions as to the use thereof running with said property by whomsoever owned, and all subsequent conveyances thereof shall be subject to the terms, restrictions and conditions of the following covenants, to-wit:

1. All lots in this subdivision shall be used only for residential purposes and/or agricultural purposes; that no more than one residence with customary outbuildings shall be permitted on any one lot; that any residence, to include any doublewide mobile home or modular home placed upon any lot, may not be more than two years old at the time it is placed on the property without the written consent of the developers and all residences must contain a minimum of 1,000 square feet which must be permanently underskirted with brick or block or other suitable underskirting within ninety (90) days after placement on the lot.
2. All buildings to include outbuildings must be set back at least fifty (50) feet from the front right-of-way line and ten (10) feet from any side or back line, that all driveways installed on the property from its abutting roadway must use a pipe of sufficient size to insure proper drainage which shall be a minimum of fifteen (15) inches in diameter; that all water wells and septic tanks must comply with good health practices and Franklin County Health Department and State of North Carolina Regulations.
3. That no incomplete, temporary or "junk type" structures shall be permitted on any lot nor any camping trailer, basement, tent, shack, garage, barn or other outbuilding which is used as a residence, either temporary or permanently, nor shall any inoperative vehicles or equipment of any kind be located or permitted on any property.
4. That there shall be no resubdivision of any lot in this subdivision except that two or more lots may be joined together as a single lot or a portion of a lot may be added to an adjoining lot to create a single lot, however, in no instances shall there be allowed any re-subdivision which will create additional lots within the subdivision.
5. No hogs, goats, chickens, or other forked-footed animals shall be raised, bred, or kept on any aforesaid designated property. No animals shall be kept, bred or maintained for any commercial purpose. All dogs shall be penned or tied.
6. Non of the aforesaid designated property shall be used or maintained as dumping for rubbish or trash. Garbage and other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal or such material shall be kept in a clean and sanitary condition.

7. No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards, and recommendations of the Franklin County Health Department. Approval of such systems as installed shall be obtained from such authority.

8. No public garages or repair of automobiles for nonresidents shall be allowed. No junk cars shall be allowed. No commercial enterprise or business shall be carried on.

9. That all roads within Ashleigh Acres Subdivision are to be considered private roads for the use and benefit of all of the property owners within said subdivision as a means of ingress, egress and regress to and from State Road 1748; it is specifically understood and agreed that all lots shall be conveyed to the center line of the private roads as shown on the above-referenced plat of Ashleigh Acres; however, the ownership of each lot is subject to the right-of-way for said private roads as shown on said plat. That the maintenance and upkeep of all roads as shown on said plat shall become the responsibility of the individual lot owners within the subdivision and that they shall be jointly responsible for the maintenance and upkeep of said private roads; that further, the owners of said lots in Ashleigh Acres Subdivision shall be considered a Property Owners Association for the purpose of maintaining said roads and shall assess each property owner according to his or her road frontage for the necessary maintenance and repairs to said private roads; that any property owner who does not pay his pro rata share of the maintenance as established by the Property Owners Association shall be subject to civil suit in Franklin County, North Carolina, for the collection of said proportionate share of the costs.

10. That all lots within Ashleigh Acres Subdivision are subject to general utility easements for telephone, electric and other utility lines and connections and the developers are hereby authorized and directed to execute any and all agreements with the Public Utilities for the erection of said utilities, to include cablevision; that further, the developers are authorized to contract for public lighting along the private streets within the subdivision and the owners of lots upon which lights are erected may be required to pay a continuing monthly pament for said lighting. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date hereof and shall be automatically extended for successive periods of ten years unless changed, altered, amended or revoked as hereinafter set out. Any restriction may be changed, altered or amended or revoked in whole or in part by the owners of the lots in the subdivision whenever the owners of at least two-thirds (2/3) of said lots so agree in writing. Any invalidation of any one of these covenants or restrictions shall in no way affect any of the other provisions which shall thereafter remain in full force and effect.

11. If any person, firm or corporation or their heirs, successors or assigns, violate or attempt to violate any of these covenants and restrictions prior to the expiration date of the same, it shall be lawful for any person owning a lot within the subdivision to prosecute and maintain any proceeding at law or equity against such person or persons to prevent him or them from doing so and/or to recover damages for such violations.

IN TESTIMONY WHEREOF, the sellers hereinafter named have set their hands and seals, this the 5th day of December, 1986.

Karl K. Strickland (SEAL)
Karl K. Strickland

Stephan D. Bulluck (SEAL)
Stephan D. Bulluck

NORTH CAROLINA
COUNTY OF Franklin

I, Phyllis L. Davis, Notary Public, do hereby certify that
KARL K. STRICKLAND AND STEPHAN D. BULLUCK, each personally appeared before me
this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 5th day of December 1986.

Phyllis L. Davis
Notary Public

My Commission expires: 7-13-87
(SEAL)

North Carolina, Franklin County
The foregoing certificate of Phyllis L. Davis,
a Notary Public, is certified to be correct.
This the 11th day of December, 1986.

Martha D. Shearin
Martha D. Shearin, Register of Deeds

NORTH CAROLINA - FRANKLIN COUNTY
Filed for registration the 11th day of
December, 1986 at 10:50 A.M.
in Book 871 Page(s) 135-137
Martha D. Shearin
MARTHA D SHEARIN, REGISTER OF DEEDS