

BOOK 2729 PAGE 78

NORTH CAROLINA

WAKE COUNTY

THIS DECLARATION, made this 3rd day of May, 1979,
by CONSTRUCTIVE CONCEPTS CORPORATION, a North Carolina corporation,
hereinafter called DECLARANT;

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property
described in Article I of this declaration and is desirous of sub-
jecting said real property to the protective covenants hereinafter
set forth, each and all of which is and are for the benefit of such
property and for each owner thereof, and shall inure to the benefit
of and pass and run with said property, and each and every lot or
parcel thereof, and shall apply to and bind the successor in in-
terest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the
real property described in and referred to in Article I hereof is
and shall be held, transferred, sold, and conveyed subject to the
protective covenants set forth below:

ARTICLE I

The real property which is, and shall be held, trans-
ferred, sold, and conveyed subject to the protective covenants set
forth in the articles of this declaration is located in the County
of Wake, State of North Carolina, and is more particularly described
as follows:

Being all of Lots Nos. 1-10, inclusive and Lots 36-48, inclusive,
according to plat entitled "Final Plat, Ashebrook Subdivision,
Section One, Owner, Constructive Concepts, Raleigh, Wake County,
North Carolina", dated April 10, 1979, prepared by Bass, Nixon &
Kennedy, Inc., Consulting Engineers and recorded in Book of Maps
1979, Page 335, Wake County Registry.

ARTICLE II

The real property described in Article I hereof is sub-
jected to the protective covenants and restrictions hereby declared
to insure the best use and the most appropriate development of and

improvements of each lot thereon; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property, to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper set-backs from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein. Additional lots in Ashebrook Subdivision may be subjected to these covenants by appropriate reference to this declaration.

ARTICLE III

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. The Builder/Developer reserves the right to erect and place a temporary office within the community and to use it as a construction office during the development/construction phase of the community.

ARTICLE IV

No dwelling shall be permitted on any building lot which dwelling has less than eight hundred fifty square feet of finished living area exclusive of open porches, carports, garages, or storage areas.

ARTICLE V

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Builder/Developer to advertise the property during construction and sales. Entrance signs or markers shall be permitted at each section of the subdivision and may remain on the site for such period as they are properly maintained.

ARTICLE VI

BUILDING LOCATION. No building shall be located on any lot nearer than thirty feet to the front property line or nearer than twenty feet to any side street. No building shall be located nearer than ten feet to an interior lot line. For the purpose of this covenant, eaves and steps coming no closer than seven feet to the side lot line, and chimneys coming no closer than ten feet to the side lot line shall not be considered a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Declarant reserves the right to waive minor violations of the set back and side line requirements set forth in this paragraph. (Violations not in excess of ten per cent of the minimum requirements shall be deemed minor.)

ARTICLE VII

LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a mean width less than sixty-five feet or shall any dwelling be erected or placed on any lot having an area of less than 10,890 square feet; provided, however, a dwelling may be constructed on any lot shown on the above referred to recorded map.

ARTICLE VIII

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot and five

feet on each side line unless shown in excess of such distances on the recorded plat, in which case the plat shall control. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE IX

NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No trade materials or inventories may be stored upon the premises and no trucks, tractors, or inoperable automobiles may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot.

ARTICLE X

TEMPORARY STRUCTURES. No trailer, except as permitted in Article III, tent, shack, or barn shall be erected or placed on any lot covered by these covenants. A storage shed may be permitted on a lot after the plans and specifications or a photograph and a plot plan showing the proposed location have been approved by Declarant, its successors or assigns. A storage shed shall not be approved if its design, exterior materials, color or proposed location are inharmonious with other improvements in the subdivision.

ARTICLE XI

ANIMALS. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

ARTICLE XII

ARCHITECTURAL APPROVAL. No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications and plat showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the development, as to location of the building with respect to topography and finished ground elevation, and as to finished living area, by Declarant or by an architectural committee (the Architectural Committee) designated and appointed by Declarant or its assigns. In the event Declarant or said committee fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Declarant and members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE XIII

FENCES. Except with prior written approval by Declarant or the Architectural Committee: (1) no fence shall be erected or permitted to remain on any interior lot closer to the street than the rear of the dwelling located on such lot, and on any corner lot closer to the streets adjoining such lot than the rear dwelling corner nearest such street. All fencing shall be constructed of

wire material with wood posts. Wooden fencing can be used in the rear yard area as a privacy screen. Chain link fencing is prohibited.

The requirements of this paragraph for approval, and paragraph XII shall terminate upon the happening of any of the following events:

1. Declarant executes and records in the Wake County Registry an instrument terminating such requirements; or
2. The Sale to an owner occupant of the last lot now subject to or hereafter subjected to the provisions of this declaration.

ARTICLE XIV

TERM. 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-five years from the date these covenants are recorded, after which time said covenants shall automatically extend for successive one-year periods unless an instrument signed by a majority of the then owners of the lots is recorded prior to the end of any such one-year period agreeing to change said covenants in whole or in part.

ENFORCEMENT. Enforcement 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.

ARTICLE XV

SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenants in the future.

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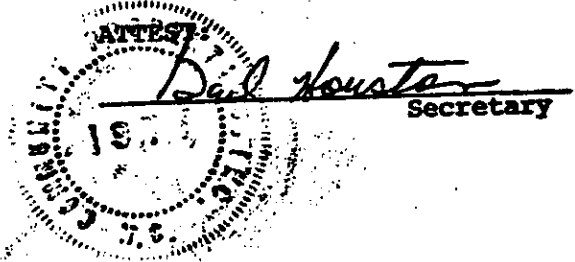
ARTICLE XIV

CONSTRUCTIVE CONCEPTS CORPORATION reserves the right to subject said property to a contract with Carolina Power & Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power & Light Company by the owner of each building.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed in its corporate name by its President, attested by its Secretary and its corporate seal to be hereunto affixed, by order of its Board of Directors duly given, all as of the day and year first above written.

CONSTRUCTIVE CONCEPTS CORPORATION

By: R. S. Collins Jr. President



STATE OF NORTH CAROLINA

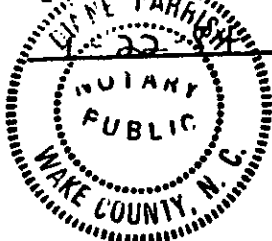
COUNTY OF WAKE

This 3rd day of May, 1979, personally appeared before me, Diane Parrish, a Notary Public in and for the said County and State, Robert S. Collins Jr., who, being by me duly sworn, says that he is the President of Constructive Concepts Corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given. And the said Robert S. Collins Jr., President, acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this 3rd day of May, 1979.

Diane Parrish
Notary Public

My Commission Expires:



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CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned, Trinity Baptist Church and Mary Shaw Bass are the owners and holders of Deed of Trust executed by Constructive Concepts Corporation, dated January 8, 1979 and recorded in Book 2697, Page 226, Wake County Registry securing Promissory Note payable to Trinity Baptist Church and Mary Shaw Bass in the face amount of \$101,462.50 and in which M. Marshall Happer, III is named as Trustee;

WHEREAS, the undersigned Trinity Baptist Church and Mary Shaw Bass and M. Marshall Happer, III, Trustee, desire by the execution of this instrument to subordinate said Deed of Trust to the foregoing Declaration.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the said Trinity Baptist Church and Mary Shaw Bass and M. Marshall Happer, III, Trustee hereby consent to the execution and delivery of the foregoing Declaration for Ashebrook Subdivision, Section One and to the filing thereof in the Office of the Register of Deeds of Wake County, North Carolina, and they do hereby further subject and subordinate said Deed of Trust to the foregoing instrument.

this 3rd day of May, 1979.

TRINITY BAPTIST CHURCH

By: William A. Granberry (SEAL)
William A. Granberry, Trustee

By: W. E. Riggan (SEAL)
W. E. Riggan, Trustee

By: Vernon Dalton (SEAL)
Vernon Dalton, Trustee

Mary Shaw Bass (SEAL)
Mary Shaw Bass

M. Marshall Happer, III (SEAL)
M. Marshall Happer, III, Trustee

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NORTH CAROLINA
WAKE COUNTY

I, Pat W. Remy, a Notary Public in and for the County and State aforesaid, do hereby certify that William A. Granberry, W. E. Riggan and J. Vernon Dalton, Trustees of Trinity Baptist Church, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 4th day of May, 1979.

My commission expires:

March 12, 1981

NORTH CAROLINA
WAKE COUNTY

I, Pat W. Remy, a Notary Public in and for the County and State aforesaid, do hereby certify that Mary Shaw Bass personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 4th day of May, 1979.

My commission expires:

March 12, 1981

NORTH CAROLINA
WAKE COUNTY

I, Pat T. Joyner, a Notary Public in and for the County and State aforesaid, do hereby certify that M. Marshall Happer, III, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 9th day of May, 1979.

My commission expires:

8/12/83

PAT T. JOYNER, Notary Public
RALEIGH, WAKE COUNTY, NORTH CAROLINA
MY COMMISSION EXPIRES AUGUST 12, 1983

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate 3 of Deane Loring

Pat W. Remy, Pat T. Joyner

(are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2729 Page 78

This 10 day of May, 1979, at 12:33 o'clock P.M.

R. S. MCKENZIE, JR., Register of Deeds

By Deane M. Chittous
Deputy Register of Deeds