

REAL ESTATE  
BOOK PAGE

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STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

PRESENTED  
FOR  
REGISTRATION

APR 14 3 09 PM '87

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CHARLES E. CROWDER  
REGISTER OF DEEDS  
MECKLENBURG CO. N.C. RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS, THAT BOB MCLEMORE AND CO., INC., being the owner of the real property located in Clear Creek Township, Mecklenburg County, North Carolina, constituting that certain subdivision known as ASHE PLANTATION, Phase I, a map of which is recorded in Map Book 21 at page 758 of the Mecklenburg County, North Carolina, Public Registry, does hereby covenant and agree with all persons, firms or corporations hereafter acquiring any of the lots shown on said map, that said lots shall be subject to the following restrictive covenants, governing the use thereof, which shall run with the property by whomsoever owned.

1. All lots shown on said map shall be used for residential purposes only. No structures shall be placed upon any of said lots except one detached single family dwelling, together with outbuildings customarily incidental to the residential use of the lot. At such time as any outbuilding is placed upon a lot, it must be built with new materials and painted and shall be kept in good repair at all times. As used in these restrictive covenants, the word "family" shall be deemed to include the owner of the lot, or the owners of the lot if there are two owners who are husband and wife, and any parent, grandparent, child, grandchild, greatgrandchild, uncle or aunt of such owner or owners.

2. No residence shall be erected or placed upon any lot in the subdivision containing less than the minimum amount of heated area as stated below:

(a) One story residences shall contain a minimum of 1,800 square feet of heated living area.

(b) Split level residences and other residences with more than one story shall contain not less than 2,000 square feet of heated living area.

Provided, however, a residence having less than the required square footage of finished heated living area may be constructed on any lot so long as (a) the residence is completely finished outside, (b) the residence contains not less than 1,000 square feet of finished heated living area, (c) the residence contains not less than 2,000 square feet of potential heated living area, and (d) prior to construction thereof the plans and specifications for the residence have been approved by Bob McLemore and Company, Inc. in accordance with Paragraph 4 of this instrument.

3. Any residence erected or placed upon any lot in the subdivision shall be subject to the following:

(a) A minimum of sixty percent (60%) of all exterior walls must be of brick veneer or stone veneer construction except that siding or other materials comparable in value to brick or stone veneer may be acceptable by and with mutual consent of the owner for the time being of such lot and Bob McLemore and Co., Inc. provided that any such variance and consent is to be so stated on the building plans.

(b) If air conditioning is not installed in a residence at such time as it is built, then the residence must contain an attic fan.

DRAWN BY AND MAIL TO:

Pender R. McElroy  
JAMES, MCELROY & DIEHL, P. A.  
600 South College Street  
Charlotte, N. C. 28202-42 #0065 000

FEE	12.50
<>	12.50
CASH	12.50

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~~(5)~~ ~~There must~~ <sup>5476-0917</sup> be installed in any residence a heating unit of such type that it will supply heat to each room individually.

(d) At the completion date of the construction of a residence on any lot, the front and side yards and a minimum of fifty-five (55) feet of rear yard adjoining the residence must be cleared of rubbish and construction materials and shrubbery must be planted along the front of the residence. In the event that the completion date of the residence is such that it is not practical to do such planting, such work may be delayed until the first planting season after the completion date. After a residence is occupied, the yards must be well maintained to each adjoining property line and street line at all times.

(e) All front porches and stoops must be constructed with hard tile floors or an equivalent thereof.

(f) No residence shall contain less than one and one-half (1 1/2) bathrooms.

4. Before construction is started on any residence in this subdivision, the plans and specifications for it must be approved by Bob McLemore and Co., Inc. as to design, number of rooms, plan, materials and harmony of exterior design with existing structures, and as to location with respect to topography and finished grade elevation. Where the term "equivalent" is used herein Bob McLemore and Co., Inc. shall have the right to determine what materials are equivalent to those specified. Said approval shall be in writing and shall appear on the final plans and specifications.

5. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on a lot and remodeling or converting same into a dwelling unit in this subdivision.

6. No subdivision of said lots nor combination of two or more lots by sale or otherwise shall be made, except that Bob McLemore and Co., Inc., its successors and assigns, shall have the right to combine one lot and any portion or whole of one or more additional lots into one integral building lot, and Bob McLemore and Co., Inc., its successors and assigns, shall have the right to subdivide a lot or group of lots, if because of land topography or drainage the said lot or group of lots shown on said recorded map is deemed not to be feasible as a building lot or lots by Bob McLemore and Co., Inc.

7. Until such time as an approved sewage disposal system shall become available to the subdivision, sewage disposal shall be made only by septic tank with a nitrification field which meets the approval of the North Carolina State Board of Health or other health authority having jurisdiction. In the event a sewage disposal system becomes available to the subdivision, no more septic tanks shall be installed and the sewage disposal shall be made by said system.

8. The water supply shall be made by community water system provided by a company approved by Bob McLemore and Co., Inc., and no other method of water supply shall be permitted.

9. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, nor shall swine, cattle, goats or sheep be kept on any lot.

10. No trailer, tent, shack, garage or other outbuilding erected on any lot shall be used at any time as a residence, temporarily or permanently, nor shall any structure of any temporary character be used as a residence. Any outbuilding constructed on any lot shall be built of the same exterior materials the house is constructed of to make all buildings of the same construction.

11. No above ground swimming pools shall be built, placed or allowed to remain on any lot.

12. No sign of any kind shall be displayed to the public view on any lot except: one professional sign or resident identification sign which shall not exceed three (3) square feet in size; one sign of not more than five (5) square feet advertising the property for sale or rent; signs used by a builder to advertise the property during the construction and sale period; or, larger signs placed by Bob McLemore and Co., Inc. for use in identifying the subdivision.

13. No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage, or other waste shall not be kept except temporarily in sanitary containers.

14. No fence, wall, hedge or mass planting having a height in excess of forty-two (42) inches shall be maintained or permitted on any lot between the building setback line on said lot and the front street line.

15. Underground shelter, if desired, may be provided so long as the same is not constructed closer than five (5) feet to any adjacent lot line.

16. If at any time Bob McLemore and Co., Inc. sells any lot to a person or persons, firm or corporation, and such person or persons, firm or corporation shall intend to sell such lot before any residence is constructed on said lot, Bob McLemore and Co., Inc. reserves the right and option, but not the obligation, to purchase the lot at a price not to exceed the original selling price with the option expiring thirty (30) days after the owner notifies Bob McLemore and Co., Inc. in writing of his or their intentions, said notice to be by registered mail with return receipt, and said notice shall contain the name and address of the intended purchaser and the price and all other terms of the intended sale.

17. Easements for installation and maintenance of utilities and drainage facilities, which shall specifically include, without limitation, any water system, are reserved as follows: as shown on the recorded plat; along all property lines bordering streets; and, 5 feet along each side property line and over the rear 10 feet of each lot. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in the easements. 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. Bob McLemore and Co., Inc. and its successors and assignees shall have the right to clear trees and any other items from the easement and to change the slope of the ground within the easement so as to facilitate drainage over the easement.

18. No building shall be located on any lot nearer to the front lot lines nor nearer to the side street lines than the minimum building setback lines shown on the aforesaid recorded map. No residential buildings shall be located on any lot nearer to the side lot line than fifteen (15) feet nor nearer to the

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rear lot line than forty (40) feet. PROVIDED, HOWEVER, that if a lot shall be a corner lot (that is, bounded on two different sides by a street or streets), then a residential building may be located nearer to the rear line on such lot than forty (40) feet, but such residential building shall not be located nearer the interior rear corner of such lot than a line constituting an arc having a radius of forty (40) feet measured from such interior rear corner. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, porches, stoops, terraces, eaves, wing-walls, steps, attached garages, attached carports and storage rooms extending beyond the outside wall of the structure shall not be considered a part of the structure.

19. There shall not be located on any lot any satellite dishes or other equipment utilized to receive a television transmission or signal, cable television signal or any other type of transmission or signal. Provided, however, this provision shall not prohibit a normal and standard sized television antenna utilized solely to receive a regular and usual non-cable and non-satellite television transmission or signal directly from a television transmitter and which antenna is located on top of or behind the residence on the lot.

20. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this subdivision other than the property to which these restrictive covenants specifically apply.

21. In the event of the unintentional violation on a lot in said subdivision of any of the building line restrictions herein set forth, Bob McLemore and Co., Inc., or its successors, reserves the right, by and with the mutual written consent of the owner at the time of such lot (if such owner is different from Bob McLemore and Co., Inc.), to change the building line restrictions set forth in this instrument as applicable to any such lot; provided, that any such change shall not exceed ten percent (10%) of the marginal requirements of such building line restrictions.

22. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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

24. 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 thirty (30) years from the date 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 in said subdivision has been recorded in the Mecklenburg County Registry agreeing to change said covenants in whole or in part.

25. J. Harold Barnes, Jr., Trustee, and Home Federal Savings and Loan Association, Charlotte, North Carolina, hereby enter into this instrument as, respectively, one of the Trustees in and the owner and holder of the deeds of trust recorded in Book 5447 at page 255 and in Book 5456 at page 404 in the Mecklenburg County Registry, and hereby consent to the imposition of these restrictive covenants upon the aforesaid land.

IN WITNESS WHEREOF, this instrument is executed under seal on  
the 9th day of April, 1987.

BOB McLEMORE AND CO., INC.

By: [Signature]  
President

[Signature]  
Secretary

[Signature] (SEAL)  
J. Harold Barnes, Jr., Trustee

HOME FEDERAL SAVINGS AND LOAN  
ASSOCIATION

By: [Signature]  
President

[Signature]  
Secretary