

C TIME: 12:45
O BOOK: 4221
P PAGE: 217
Y FILED: 5-12-06

Prepared by G. Glenn Adams, Member, Ashley Investments, LLC, PO Box 7, Bessemer City, NC 28016
~~to~~ return to

NORTH CAROLINA
GASTON COUNTY

**DECLARATION OF RESTRICTIONS, CONDITIONS, EASEMENTS, COVENANTS AND
AGREEMENTS OF ASHLEY PLACE PATIO HOME SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that Ashley Investments, LLC, a North Carolina Limited Liability Company with offices in Gaston County, North Carolina, hereinafter referred to as "DEVELOPER," does hereby covenant and agree to and with all persons, firms, and corporations hereinafter acquiring any of the lots located in Ashley Place Patio Home Subdivision, as shown on plat by Michael Larry Cloninger, Registered Land Surveyor, and recorded in the Gaston County Registry in Plat Book 72 at Page 18 are hereby made subject to the following restrictions as to the use thereof, running with the said property or land to whenever owned or by whomsoever owned, to-wit:

1. **Lot Use.** All lots of the subdivision shall be used to construct single-family residences. No building or structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling stick built on site, said dwelling not to exceed one and one-half stories in height, with one attached private garage for two cars and off-street concrete parking for two cars. In addition one storage building may be built at the rear of the dwelling and used as an accessory building for the principle dwelling owner, said storage building not to exceed twelve feet by sixteen feet in size. Subject to the reservations set forth herein, all proposed construction must be of an external design consisting of not less that eighty (80%) per cent brick masonry. The Architectural Review Committee by a unanimous committee vote may grant variances to the foregoing 80% brick requirement. All proposed construction must be in harmony with the external design of existing and proposed structures and the proposed dwelling and other improvements must compliment other dwellings within the subdivision. The Architectural Review Committee (ARC) must approve all plans prior to any construction. Harold Robinson, Bob Tate and Glenn Adams are to be the initial members of this committee and shall continue to serve unless replaced by the Developer until such time as 85% of the lots are sold at which time the Ashley Place Homeowners Association (APHA) shall take charge and elect or appoint said members as they see fit. The grass area of the front yard of each residence shall be fescue sodded in a manner approved by the Developer or its assigns.

Any storage building permitted hereunder shall have **brick exterior walls** and shall be erected so that its outward structure and appearance are in keeping with the general architecture of the main dwelling erected on said building lot. *All garage doors shall be white.* Each storage building shall be constructed on site from new building materials (metal or poly materials are not allowed). The design and location of the building must be approved in writing by the ARC prior to construction.

2. Square Footage Requirement. The heated ground floor area of the main structure, exclusive of garages, porches and decks, shall not be less than 1,200 square feet for a one-story dwelling, nor less than 900 square feet in the case of a one and one-half story dwelling. No dwelling, exclusive of open porches and garages, shall contain less than 1,200 square feet of heated floor space.

3. Setback Lines. No dwelling shall be located on any lot nearer to the front lot line than the building set-back line shown on said recorded plat, but in no event shall any dwelling be located on any lot nearer than: (a) *twenty-five (25) feet to the front line*; (b) *twelve and one-half (12.5) feet to any side street line and* (c) *twenty feet (20.0') to any rear lot line.* While dwellings may be located at zero lot clearance with interior lot lines, no dwelling shall be located on any lot nearer than twelve (12) feet to any dwelling located on any other lot. The ARC must approve the specific site location of the dwelling and storage building in writing before construction commences. The interior side yard of each lot is subject to a twenty-four inch (24") easement for roof overhang from an adjacent dwelling and to provide the owner of adjacent dwelling with a means of access to perform routine maintenance on the adjacent dwelling. For the purposes of this covenant, eaves, steps, decks, overhangs, open porches and fireplaces shall not be considered as a part of the dwelling structure. Each lot adjacent to a lot with a zero lot line is subject to a ten (10) foot wide temporary access easement during construction not to exceed one hundred twenty (120) days. See-through windows, downspouts, air conditioning units, vents and meter boxes may not be installed or placed on the zero lot line. In the event of a conflict between the deed restrictions and the zoning or other regulations of the City, the more restrictive of the two shall apply.

4. Temporary Structures. Structures of any temporary character, trailers, recreational vehicles, basements, tents, shacks, garages, barn or storage buildings may not be placed on a lot and used as a residence, either temporary or permanent.

5. Business Activities, Animals and Unlicensed Vehicles. Noxious or offensive activity shall not be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. General on going business activities shall be not conducted from a dwelling, however, this will not prevent home offices. Livestock, poultry, swine, including potbelly pigs, or any animals or reptiles other than household pets may not be kept on the premises. Junk cars or unlicensed vehicles are not allowed to accumulate on the premises. A lot owner may not perform any mechanical work on a vehicle except in the garage. Animals, including those termed as household pets, may not be bred for commercial purposes on the premises. A dog house or fixed animal area may be located in the rear of the

house provided the same located more than twenty (20) feet from any side or rear lot line.

6. Combination of Lots. If a dwelling is placed on more than one lot, then the combination of said lots shall be considered as one lot and subject to all restrictions as herein set forth and the same shall not be subject to a drainage and utility easements along the common interior lot lines of said lots. Also, the dwelling must face toward a street.

7. Wall/fences. The ARC must approve all wall/fences and the same shall be consistent with the character of the wall/fence surrounding the subdivision. A wall/fence may not exceed: (a) eight (8) feet in height in the rear of any residence (excluding required retaining walls) nor less than four (4) feet in height or higher than eight (8) feet in height in the side yard of any residence. Each wall/fence shall be erected on any lot farther than twenty (20) feet from the front lot line. All *fence gates shall be black and constructed from ornamental metal.*

8. Mailboxes. Each lot owner or the owner's contractor shall install a *cast iron mailbox (or equivalent)* at the time of construction of the residence by the owner or the owner's contractor; the mailbox design shall be similar and the ARC shall approve each mailbox prior to the mailbox being erected.

9. Signs. No sign shall be erected or allowed to remain on said property except "*For Sale*" or "*For Rent*" signs, and these shall not exceed three (3) feet in width by two (2) feet in height and the same must be removed within seventy-two (72) hours of the completion of sale or occupancy of renter. A lot owner may display a political sign for a registered political candidate sixty (60) days before the primary election and sixty (60) days before the general election. A political sign may not exceed three (3) feet in width by two (2) feet in height and the same must be removed from a lot within seventy-two (72) hours of the election.

10. Trash and Construction Debris. Trash, garbage, rubbish, debris, waste material or other refuse may not be deposited or allowed to accumulate or remain on any part of said land, nor upon any land or lands contiguous thereto. All construction debris must be contained and removed entirely from a lot prior to occupancy. All household garbage and debris must be placed in containers with lids and all such containers shall be located so that the same is not visible from the street except on pickup days.

11. Further Subdivision of a Lot. A lot may not be subdivided and sold if said sale would cause a violation of these restrictions or any city regulation. A lot may not be used as a means of access to an adjacent tract or parcel of real property not part of the Subdivision.

12. Developer's Right to Re-purchase. To assure the orderly development of the subdivision, the Developer reserves the right to re-purchase at the original sales price at any time, without penalty, interest, or other charges, any lot on which construction of a residence is not begun within two (2) years of the date of the purchase of the lot from Developer. The Developer reserves the right to extend this building period for cause by written instrument.

13. Exterior Construction Materials. The exterior of a dwelling shall be brick veneer, said

brick must be molded *Northampton* manufactured by Triangle Brick (Raleigh plant), 6523 Apex Road, Durham, North Carolina and distributed by *Bennett Brick Company*, Kings Mountain, North Carolina or another licensed supplier. All exterior shingles shall be *black dimensional (230# minimum) or equivalent*; all windows shall be *white vinyl clad* units; and all exterior trim shall be *white vinyl or aluminum* covered. All *gutters shall be white*. All dwellings and accessory buildings shall have a *minimum roof pitch of 7/12*. All roof overhangs shall be sixteen inches on all structures. Prior to the construction of any dwelling or storage building, the property owner shall submit to the ARC or its assigns building plans (including complete construction drawing and site plan) for approval and no construction shall be begun unless or until said building plans, including site location and any other requirements imposed by the ARC, have been approved in writing by the ARC or its assigns. The purpose of this prior approval covenant is to insure compliance with duties designated in this Declaration as to quality of design and construction and to accomplish a total protective community plan including the outward appearance of any dwelling or storage building constructed upon any of the lots in the subdivision. The ARC must approve all exterior awnings, including the form, shape and color.

14. Driveways and Curbing. Every driveway constructed in the subdivision shall be paved with a hard surface of concrete (no coloring permitted). All curbing will be 'concrete valley type' eliminating the need for driveway piping. If drainage pipes are required and prior to installation, the lot owner or the owner's contractor must secure the written approval of the ARC and the designated Bessemer City Officials if within the City right of way.

15. Homeowners Association. Once eighty-five percent (85%) of the total lots have been sold, the Developer shall incorporate **Ashley Place Homeowners Association**, hereinafter referred to as **APHA**. The **APHA** shall be formed for the purpose of administering the front island entrance and sign and other common areas and performing other functions to insure the desired development and living conditions of **Ashley Place, including appointing members to the ARC**. Every property owner in the Subdivision is subject to the rules and regulations and shall be a member of **APHA** and the owner or owners of each lot shall have one (1) vote for each lot owned in the Subdivision. **APHA** shall elect its own Board of Directors and officers, and shall administer, execute and enforce the by-laws and purposes of the association.

APHA Membership shall be appurtenant to and may not be separated from ownership of any lot and the membership shall be transferred automatically when an owner conveys, devises, gives or otherwise transfers the lot, even though such conveyance, devise, or gift does not make mention of membership rights of the Association. The owner of each lot in Subdivision, by acceptance of a deed thereof, is deemed to covenant and agree to pay to annual dues, assessments or charges levied from time to time by the Association. Such covenants shall be deemed to arise whether or not it is expressly stated in the deed or other conveyance to the owner.

The initial annual dues for each member of **APHA** shall be Fifty dollars (\$50.00) per lot or combination of lots and the same is due and payable to **APHA** when invoiced by **APHA**. The Directors in accordance with the by-laws of the association shall determine successive dues and assessments and charges.

APHA shall promote the health, safety, and welfare of the property owners within the Subdivision including and without limiting its purposes or services, the following:

(1) Maintaining any common areas conveyed to the Association, including subdivision signs and lighting;

(2) Enforcement of the provisions of Declaration of Restrictions, Conditions, Easements, Covenants and Agreement.

AHPA may also adopt and enforce rules and regulations not inconsistent with this Declaration for the operation and administration of the same.

16. Radio, Television Antenna and Exterior Electronic Devices. Radio or television aerial or antenna or disc or any other exterior electronic device of any kind (greater than twenty-four [24] inches in diameter) may not be installed or maintained on the exterior of any dwelling located on a building plot or on any portion of any building plot. Any such installation shall be restricted from street view.

17. Reservation of Additional Right of Way. In addition to the street right of way for streets as shown on the plat, the Developer reserves for the benefit of the City of Bessemer City, North Carolina, an additional five (5) feet easement along each side of each street right of way for unknown future needs.

18. Term of Covenants. These covenants are to run with the land and shall be binding upon 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 has been recorded, agreeing to change said covenants in whole or in part.

19. Enforceability. If the parties hereto, or any of them, or their heirs, assigns, or successors in title, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing or to recover damages or other dues for violation.

20. Invalidation. If any of these covenants are rendered invalid by judgment or court order the same shall in no way affect any of the other provisions which shall remain in full force and effect.

21. Right to Amend. The Developer or its assigns reserves the right at any time in the future to amend these restrictions so as to make them inapplicable to unintentional violations of minor nature. In addition, the ARC or its assigns shall have the power to and may allow reasonable variances and adjustments to these Declarations in order to overcome practical

difficulties and prevent unnecessary hardships.

IN TESTIMONY WHEREOF, ASHLEY INVESTMENTS, LLC, the Developers, has caused this instrument to be signed in its official name by its duly authorized Member/Managers, pursuant to authority duly given, this the 5th day of May 2006.

Ashley Investments, LLC

BY: Harold B. Robinson
Harold B. Robinson, Member/Manager

BY: G. Glenn Adams
G. Glenn Adams, Member/Manager

NORTH CAROLINA
GASTON COUNTY

I, JoAnn Hall, a Notary Public, do hereby certify that **Harold B. Robinson** and **G. Glenn Adams**, personally came before me this day and acknowledged that they are the Member/Managers of Ashley Investments, LLC, a North Carolina Limited Liability Company and they have the authority to execute the foregoing instrument which they have voluntarily executed.

Witness my hand and notary seal, this 5th day of May 2006.

JoAnn Hall (SEAL)
Notary Public

My Commission Expires: 11/23/2008