

Prepared by and Hold for: Kristoff Law Offices, P.A.

NORTH CAROLINA

JOHNSTON COUNTY

RESTRICTIVE COVENANTS
ASHER POINTE

KNOW ALL MEN BY THESE PRESENTS:

Samuel Wilkins and Laurie Wilkins ("Declarant") do hereby covenant, stipulate and agree on behalf of themselves and to and with all persons, firms and corporations who own or may hereafter acquire any tract in the land described below, that said land shall be subject to the restrictions and limitations set out below as to the use thereof running with said properties by whomsoever owned. The property is described as follows:

Lying and being in Meadow Township, Johnston County, North Carolina and more particularly described as follows:

BEING all of Lots 1-14, Asher Pointe Subdivision, Plat Book 102, Pages 381 and 382, Johnston County Registry, to which plat reference is hereby made for a full and complete description of said Lots. Lots 1-3 are now shown as Lots 1R, 2R and 3R, Asher Pointe Subdivision, Plat Book 103, Page 115, Johnston County Registry (herein referred to as the "Lot" or "Lots")

This property shall be subject to the following restrictions and limitations as to the use thereof, running with said properties by whomsoever owned, to-wit:

1. GENERAL PURPOSE. The real property described above is subject to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each tract; to preserve, as far as practicable, the natural beauty of said property; to encourage and secure the erection of attractive homes on said property.

2. DWELLING SIZE AND TYPE. No dwelling house shall be erected on the above described Lots having less than 1,300 square feet of heated and living area. Declarant or someone designated by Declarant in writing, shall have absolute authority to grant a variance of

up to 10% of said minimum square footage requirement. No Lot shall be used for any purposes other than single-family residences. No building, barn or outbuilding shall be constructed on said property not used in connection with the dwelling house as a storage building. Any storage building shall be built in the same manner and of the same quality of construction as the single-family type residence. Any storage building whose size is less than 12 feet x 16 feet shall be attractive and neat in appearance and of quality construction. All storage buildings shall be located to the rear of the erected home as not to be located in the front yard. Storage buildings constructed of metal will not be allowed to be erected on the Lots. Any dwelling erected on said lands shall be built of either brick, vinyl (with a quality of 4.0 grade or higher) or cement siding. Storage buildings that are pre-fabricated or pre-constructed are permitted to be located on the Lots. Metal carports may be located on the Lots in the Subdivision, provided that such metal carports are used in conjunction with the dwelling house located on the Lot. Metal carports and metal building may be located in the rear yard of any Lot. All outbuildings, storage buildings and single-family residences that are constructed or installed on any Lot must be approved in writing by Declarant or someone designated in writing by Declarant.

3. PROHIBITION ON RESUBDIVISION. The owners of said Lots may not vary lines of said Lots without the written approval of Declarant and shall not re-subdivide the Lots in such a manner that the number of Lots within the subdivision will be increased.

4. AUTOMOBILE NUISANCES. No portion of said lands shall be used for storing junked automobiles or other vehicles which are not operative. No cars, trucks, campers or boats shall be permitted to remain on the street or in front of any dwelling constructed on any Lot in the subdivision. All boats and travel or utility trailers shall be stored and placed in a garage, carport or on the rear of the said Lots, unless otherwise approved in writing by Declarant or someone designated in writing by Declarant.. Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or carport and shall not be visible from the street. Any abandoned or unlicensed vehicle located on any Lot or street in the subdivision shall be removed at the expense of the owner of the Lot upon which said vehicle is located.

5. PROHIBITED STRUCTURES. Only stick-built single family homes shall be permitted to be constructed or placed on and Lot. No new or used mobile home, manufactured home, modular home or trailer house shall be placed on any Lot. No storehouse, garage or other type business shall be constructed or operated on said lands with the exception of a two car detached garage used with the house. No structure of a temporary character including, but not limited to, tents, shacks, garages, barns or other outbuildings, shall be used on any Lot at any time as a residence, either temporarily or permanently. Metal carports and metal buildings may be located on the Lots in the Subdivision, provided that such metal carports and metal buildings are used in conjunction with the dwelling house located on the Lot. Metal carports and metal buildings are not Prohibited Structures.

6. PROHIBITED ACTIVITIES. No property shall be used for manufacturing or commercial purposes. No commercial signs of any type shall be displayed in said subdivision except real estate "FOR SALE" signs not to exceed three (3) feet square and the subdivision sign. However, a Lot owner may use a portion of their home for a home office.

7. ELECTRICITY. The developer reserves the right to subject the real property in subdivision to a contract with Duke Energy Progress 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 Duke Energy Progress by the owner of each building.

8. BUILDING SETBACKS. Any house, garage or outbuilding constructed on any Lot in said subdivision shall be constructed in accordance with the setback requirements set forth in the Johnston County Subdivision Regulations in effect at the time that said house, garage or outbuilding is constructed on a Lot.

9. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each Lot and 5 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, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change 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 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.

10. ANIMALS. No animal or livestock of any kind shall be raised, bred or maintained on any Lot except that no more than three (3) pets of the customary household variety may be kept on any Lot provided that (1) they are not kept, bred or maintained for commercial purposes and (2) the animal shall not run at large in the subdivision or be kept in violation of applicable governmental laws and ordinances. Any pet that is not on the premises of the homeowner shall be on a leash and accompanied by the owner or someone with the owner's permission. No dog shall be tied to a pole, tree, post or similar structure on any Lot nor shall any dog be kept in a pen on any Lot. No dog shall be permitted to remain in the yard overnight and must be kept inside of the dwelling on the Lot overnight. The owner of any pet which damages another Lot owner's personal or real property shall be responsible for any such damage caused by such pet. No livestock shall be kept or maintained on said property. Adequate and attractive fencing shall be used to restrain all pets for the purpose of keeping them on the property of the owner.

11. YARD APPEARANCE. The owner of each Lot shall keep the Lot mowed regularly, including that area from the Lot line to the edge of the street and shall keep the Lot clear of any unsightly objects. In addition, it shall be the responsibility of each Lot owner to prevent and correct unclean, unsightly, or unkept conditions of buildings or Lots. All Lots shall be kept clean and free of garbage, junk, trash, debris, and any substance and condition that might contribute to an unsightly condition, health hazard or the breeding and habitation of snakes, rats or insects. The owners of Lots shall see to the maintenance and protection of landscaping, the proper drainage of the Lots so as to prevent soil erosion, and the maintenance of the home and other structures and improvements located on said Lot so as to insure their good condition and appearance.

12. GENERAL NUISANCES. No noxious or offensive activity shall be carried on

upon said lands, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other property owners.

13. FENCING. No fence or fencing-type barrier of any kind shall be placed, erected or permitted to remain on any Lot forward of the front corners of the principal dwelling located on the Lot, to wit, the front yard. In no event shall hog-wire or chicken-wire fencing be allowed on any portion of the property subject to these restrictive covenants.

In addition, any fencing erected for use as a dog or animal pen shall be located behind the dwelling located on the Lot and shall be located at least 20 feet from the rear property line and least 20 feet from both side property lines. The location of the dog or animal pen may be varied only by written consent from Declarant, or such person or persons as Declarant shall designate in writing. Any fence that is installed on any Lot must be approved in writing by Declarant or someone designated in writing by Declarant.

14. SATELLITE DISHES. All satellite dishes shall be located behind each dwelling constructed on a Lot in said subdivision. In addition, any satellite dish located on a corner Lot must be approved in writing by Declarant, or such person or persons as Declarant shall designate in writing. Subject to any regulations of the Federal Communications Commission ("FCC"), as they may be amended from time to time, no exterior antennas of any kind or satellite dishes or discs larger than 1 meter in diameter shall be placed, allowed or maintained upon any Lot in the subdivision. Any satellite dish or disc 1 meter in diameter or smaller may be erected provided that such dish or disc is not attached to the street-facing elevation of a home and shall be mounted on the roof of the home, unless otherwise agreed to in writing by Declarant, or such person or persons as Declarant shall designate in writing

15. PARKING. Adequate off-street parking shall be provided by the owner of each Lot for the parking of automobiles owned by such owner and his or her guests. No cars, vehicles or trucks shall be parked on the streets in Asher Pointe. Lot owners shall not permit the parking of boats, trailers, campers, commercial vehicles and other similar vehicles on the streets in Asher Pointe and such vehicles shall not be parked in the front yard of any Lot. A maximum of 3 such items shall be allowed to be parked on a Lot, but a fence that has been approved by Declarant in writing shall be installed on the Lot to shield such items from view. If such fence has not be installed within 45 days after such item has been parked on a Lot, such item shall be immediately removed from the Lot.

16. MAILBOXES. There shall be no individual mailboxes installed on any Lot. Asher Pointe shall be served by a mail kiosk that shall contain mailboxes for all Lots in Asher Pointe.

17. POOLS. The installation of a pool on any Lot shall require prior written approval from the Declarant or someone designed in writing by Declarant.. All pools shall be located in the side or rear yard of a Lot. All pools must be fenced for safety purposes and each Lot owner shall be required to install safety features such as locks for the fences surrounding the pool or covers for the pool when not in use. All pools require the procurement of a building permit from Johnston County and must be building code compliant.

18. 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 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 in writing signed by a majority of the then owners of the lands has been recorded, agreeing to change said covenants in whole or in part.

19. ENFORCEMENT. 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 thereof or to recover damages. Declarant covenants, stipulates and agrees on behalf of themselves and of any and all persons, firms, corporations, who or which may hereafter acquire any portion of the above-described lands, that any violation of the restrictions and limitations as to the use hereof herein set forth shall entitle any person or persons or corporation who or which may then own any tract in said development to bring such actions or proceedings at law or in equity as shall be necessary and appropriate to enforce compliance with the restrictions and limitations herein set forth.

20. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

21. AMENDMENT. While Declarant owns any of the Lots described herein, or for such shorter period as allowed by law, Declarant shall have the absolute right to amend these Restrictive Covenants, which amendment or amendments shall be binding upon all property owners within the subdivision. Thereafter, these Restrictive Covenants may be amended by an instrument signed by not less than seventy-five percent (75%) percent of Lot owners.

22. IMPERVIOUS MATERIALS. All other provisions herein contained notwithstanding, any impervious material placed upon a Lot shall not exceed an average of 6,700 square feet of the total square footage of the Lot. "Impervious Material" is defined as rooftops of homes, garages and outbuildings, paved or asphalt driveways, walkways and patios.

23. DRIVEWAYS AND ROAD MAINTENANCE. Temporary gravel driveways are permissible prior to the completion of construction of any dwelling. All permanent driveways placed on the lot must be made of concrete and be at least 10 feet in width and shall be a minimum length of 20 feet, unless determined otherwise in the sole discretion of Declarant or someone designated in writing by Declarant. All driveway connections for each lot shall be installed to meet North Carolina Department of Transportation (NCDOT) "Typical Driveway Turnout Grades" and the driveway pipe shall be installed to meet NCDOT specifications and standards. Any driveway pipes or connections that are not properly installed with respect to size design specifications and require any type of work or reinstalling before the NCDOT will accept the public road for addition to the state road system shall be the responsibility of the owner of each individual lot. Declarant or its successors or assigns, shall have the right to correct improperly installed driveways and be paid by the individual lot owner should the individual lot owner not remedy the driveway property which might delay NCDOT from accepting the road for maintenance. Declarant shall be responsible for the construction and maintenance of the roads

within the subdivision and shall insure that all such roads are in compliance with the regulations of the NCDOT until such time as such roads are accepted and dedicated to the State of North Carolina for state maintenance.

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IN WITNESS WHEREOF, Declarant has hereunto set their hands and seals, this the
day of June, 2025.

Samuel Wilkins (SEAL)
SAMUEL WILKINS

Laurie Wilkins (SEAL)
LAURIE WILKINS

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

I, the undersigned notary public, in and for the County and State aforesaid, do hereby certify that Samuel Wilkins and Laurie Wilkins personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial stamp or seal on this the 26 day of June, 2025.

Shelley Watkins Morris
NOTARY PUBLIC

My commission expires:

4-17-2026

