

DECLARATION OF
RESTRICTIVE COVENANTS FOR
WINDOVER FARMS, LOTS 1-33

These Restrictive Covenants shall apply to WINDOVER FARMS, Lots 1 through 33 inclusive, said lots of said subdivision being more fully described on the plats recorded in the office of the Register of Deeds of Transylvania County, North Carolina, in Plat File 3, Slides 196 - 196 A+B.

A-1. LAND USE AND BUILDING TYPE. No lot shall be used except for private residential purposes, and no buildings shall be erected or brought onto any lot except the following, any or all of which are allowed: One single-family dwelling (not to exceed two and one-half stories in height), one private garage (for not more than two vehicles), one guest house (if and only if the lot in question is at least two acres in size), and one barn for horses or cows (subject to the requirements for barns, set out below).

A-2. ARCHITECTURAL CONTROL. No building shall be erected or brought onto any lot, nor existing building externally altered, unless and until the construction plans and specifications have been approved by the Architectural Control Committee as to materials, harmony of external design with existing structures, location with respect to topography, and finish grade elevation. No fence or wall shall be built or altered unless similarly approved. The approval procedures shall be as provided in part B-2 hereof. In no event shall any structure with a metal roof be built or brought onto any lot.

A-3. DWELLING SIZE. The principal dwelling on each lot shall have at least 1500 square feet of enclosed floor area on the ground floor (in the case of a single-story dwelling), or at least 1200 square feet of enclosed floor area (in the case of a dwelling of more than one story).

A-4. BUILDING LOCATION. No building of any sort shall be located on any lot nearer than thirty feet from the lot line fronting on a street, nor nearer than twenty feet from the rear lot line, nor nearer than fifteen feet from the side lot lines. Barns shall be located at least one hundred feet back from the road.

A-5. LOT SIZE AND RE-SUBDIVISION. There shall be no re-subdivision of lots 1 through 22, unless all pieces of the lot in question are being added to adjacent lots to augment their size. As to lots 23 through 33, the lots may be re-subdivided in the manner just noted, or (if and only if the resultant lots shall each be at least two acres in area) into free-standing lots.

A-6. CONSTRUCTION DURATION. Any building constructed on any lot shall be completed (at least externally) within eighteen months of groundbreaking.

A-7. DRIVEWAYS, CULVERTS, AND ROAD DAMAGE. All driveways shall be paved within nine months of the completion date of any dwelling. Paving shall be, at a minimum, one and one-half inches of asphalt or four inches of concrete. Culverts shall be installed by the lot owner where ever driveways cross road ditches, and shall be made of galvanized steel, at least fifteen inches in diameter. The cost of repairing damage to subdivision roads, which is caused by construction activities on any lot shall be charged to the lot owner involved, and if unpaid within thirty days of being billed, shall be a lien on the lot involved, which may be filed by the Architectural Control Committee and collected in the same manner as a lien for road maintenance.

A-8. EASEMENTS. Easements for the installation and maintenance of utility lines and for drainage facilities are reserved within the road rights of way as shown on the recorded plats, and along ten foot wide strips lying five feet on each side of all side and rear lot lines. Along the rear (i.e., northeast) lines of lots 5 through 8 inclusive, there is reserved a fifteen foot wide easement for installation and maintenance of buried power lines, as shown on the recorded plat.

A-9. NUISANCES. No noxious or offensive activity shall be carried on upon any lot. "Noxious or offensive" means anything the sight, smell or noise of which would offend neighbors of ordinary sensitivities, or unreasonably diminish their use and enjoyment of their own lots. Trash, rubbish, or junk cars are all nuisances by definition. Operation of an unnecessarily loud motor-bike on a lot or on a subdivision street is a nuisance. These examples are

060084

intended to illustrate, rather than limit, the definition of nuisance.

A-10. TEMPORARY STRUCTURES. No structure of a non-permanent character, such as a house trailer, motor home, travel trailer, tent, et cetera, shall be used even temporarily as a dwelling on any lot. House trailers (mobile homes) are deemed temporary structures, and are forbidden, whether or not they would be tied down, placed on foundations, or otherwise treated.

A-11. SIGNS. Except for a single professionally made sign of not more than one square foot identifying the lot owner, or a single sign of not more than five square feet advertising the property for sale, or a single sign to identify the builder (in the case of a building under construction), there shall not be any signs of any kind displayed to the public view on any lot.

A-12. ANIMALS. Except for horses, cows, dogs, cats, or household pets, no animal of any sort shall be raised or kept on any lot; nor shall any animal whatsoever be kept or raised for commercial purposes. Horses and cows are allowed only on lots 23 through 33, and then only if kept in a securely fenced area (with fence to be approved as provided in A-2) of at least one acre per horse or cow. Any animals permitted to be kept on a lot shall be kept so as not to cause problems with insects or odors, which would constitute nuisances under part A-9 of these Restrictions.

A-13. GARBAGE AND REFUSE. No lot shall be used or maintained as a dumping ground for garbage or refuse. Trash, garbage and other refuse shall be kept in sanitary containers.

A-14. SATELLITE DISHES. Outdoor dish antennas for the reception of signals from geosynchronous satellites are not permitted on any lot.

A-15. GRASS MOWING. All lots are subject to the requirement that the grass be mowed at least once a month during the grass-growing season. On lots 1 through 22, all grass is to be mowed. On lots 23 through 33, grass shall be mowed for a distance of one hundred feet back from the edge of the road right of way. If grass is not mowed as required herein, the developer (or, after it shall be assigned this right, the Architectural Control Committee) shall cause the grass to be mowed, and the actual cost thereof shall be charged to the lot owner, and shall if unpaid within thirty days be a lien on the lot involved, to be filed and collected in the same manner as a lien for road maintenance.

A-16. ROAD USE. All roads within Windover Farms are private, for the use of the developer, his heirs and assigns, and of the owners of the various lots in Windover Farms (including future lots, higher-numbered than 33). The lot owners have the appurtenant right to use the roads within Windover Farms for ingress and egress. Ownership of a lot within Windover Farms shall not (with the exception of the developer, as to future development) be deemed to give anyone the right to use the subdivision roads for access to property outside of the subdivision.

B-1. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall consist of three members, who shall serve for one year terms and who may serve any number of consecutive terms. Until June 30, 1995 (or sooner if the developer so chooses), the members of the Committee shall be appointed by the developer. From and after July 1, 1995 (or upon assignment of the right by the developer to the lot owners), the various lot owners in Windover Farms shall, by majority vote, elect the members of the Committee, who shall thereafter serve until death, resignation, or replacement by similar majority vote. Interim vacancies on the Committee shall be filled by the remaining Committee members. A majority of the members of the Committee may designate a representative to act for the Committee in all administrative matters. Neither the members of the Committee nor its representative shall be entitled to any compensation for services on or for the Committee.

B-2. APPROVAL OF PLANS. All construction plans which require Committee approval under part A-1 shall be submitted to the Committee or its representative in writing or in the form of drawings, blueprints, or the like. The Committee's approval or disapproval shall likewise be in writing, and sent or delivered to the applicant. Disapproval shall be specific, and shall relate to the goal of maintaining harmony of design in the subdivision (both as to building type and materials, and placement of buildings on the lots). In the event that the Committee or its representative shall fail to disapprove submitted plans within thirty days after submission, approval shall be deemed to

have been given, and construction may proceed.

C-1. ROAD MAINTENANCE FEES. Each lot owner shall be responsible for his or her pro-rata share of the cost of maintaining the roads within Windover Farms. The pro-ration shall be calculated according to the number of lots in Windover Farms (including lots higher-numbered than 33). The developer, after road construction has been completed, will pay a road maintenance fee based on the number of platted lots unsold. Notwithstanding the pro-ration formula, the minimum that any lot shall pay as road maintenance shall be the annual sum of one hundred twenty dollars. The road maintenance fee shall become due on the first day of January of each calendar year, and shall become overdue on the first day of March thereafter. Payment of road maintenance fees shall be made to the Architectural Control Committee.

C-2. ROAD MAINTENANCE. All roads serving platted lots within Windover Farms (including lots higher-numbered than 33) shall be maintained out of the annual road maintenance fees. The unpaved access road off Island Ford Road is included among the roads to be maintained. Road maintenance, computation of road maintenance fees, billing for those fees, collection of the fees, and filing liens and civil actions in aid of that collection, shall be the responsibility of the developer until June 30, 1995, or until such sooner date as the developer shall assign these responsibilities to the Architectural Control Committee. Fees collected for road maintenance may be accumulated for future maintenance expenses, or expended for one or more of the following purposes only: maintenance of roadbeds, ditches, drainage lines, and pavement, maintenance of road banks within the margins of the rights of way (including seeding, re-seeding, fertilizing, liming and mowing), and costs of billing for and collecting the road fees, including court costs and attorney fees.

D-1. TERM. These covenants are to run with the land, and shall be binding on lots 1 through 33 (and such later lots as the developer may subject hereto) and the owners thereof, to and until December 31, 2013, after which date these covenants shall continue in effect unless and until an instrument executed by a majority of the lots subject hereto shall have been recorded, agreeing to abolish or diminish these covenants in whole or in part.


In testimony whereof the developer has hereunto set his hand and seal, this the third day of June, 1988.

R. Wayne Taylor (Seal)
R. Wayne Taylor, developer

State of North Carolina
Transylvania County

I, Jewell B. Webb, a Notary Public of said State and County, do hereby certify that R. Wayne Taylor, who is personally known to me, came before me this day and acknowledged his due execution as developer of Windover Farms of the foregoing Declaration of Restrictive Covenants. Witness my hand and official seal, this the 6 day of June, 1988.

Jewell B. Webb
Notary Public



My commission expires: September 28, 1991

The foregoing certificate of Jewell B. Webb, Notary Public, is certified to be correct. Let the instrument with the certificate be recorded. This instrument was presented for recording in the office of the Register of Deeds of Transylvania County, North Carolina, and recorded in Deed Book 306, Page 309, this the 7 day of June, 1988. At 10.30 A.M.

Fred H Israel
Register of Deeds
Transylvania County, North Carolina