

Approved June/2015

**DECLARATION OF  
RESTRICTIVE COVENANTS FOR  
WINDOVER FARMS**

These Restrictive Covenants shall apply to WINDOVER FARMS, lots 1 through 50 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 and 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 three vehicles), one guest house (if and only if the lot in question is at least two acres in size), one barn for horses, donkeys, or cows (subject to the requirements for barns, set out below) and/or one attractive, unobtrusive greenhouse, gazebo, or storage shed.

A-2. **ARCHITECTURAL CONTROL**: No building or structure shall be erected or brought onto any lot, nor existing building or structure 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. Storage sheds:

- Must be no larger than 144 sq. ft. interior space, and no taller than 12 feet at the peak.
- Must be custom built to match the main structure as closely as possible in architectural style, siding, roofing, roof line, windows, and paint scheme.
- Where possible, all storage sheds must be located where they will be the least visible from adjacent streets and adjoining lots.

The approval procedures, for any new structure, shall be as outlined in part B-2 hereof.

A-3. **DWELLING SIZE**:

On lots 1 through 33, 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).

On lots 34 through 39 and lots 49 and 50 the principle dwelling shall have at least 1800 square feet of enclosed floor area (heated living area, excluding garage) on the ground floor in the case of a single-story dwelling, or at least 1400 square feet of enclosed floor area (heated living area, excluding garage) with the second floor containing not less than 600 square feet (in the case of a dwelling of more than one story).

On lots 40 through 48, the principal dwelling shall have at least 1500 square feet of enclosed floor area (heated living area excluding garage) in the case of a single-story dwelling, or at least 1200 square feet of enclosed ground floor area (heated living area, excluding garage) in the

case of a dwelling of more than one story, with the second floor containing not less than 600 square feet.

Note that all dwellings must also meet the specifications outlined in active Deed Restrictions.

**A-4. BUILDING LOCATION:**

On lots 1 through 33, 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.

On lots 34 through 50, no building of any sort shall be located on any lot nearer than twenty feet from the lot line fronting on a street, nor nearer than ten feet from the rear lot line, nor nearer than fifteen feet from the side lot lines. Barns shall meet the same setbacks required for dwellings. (Barns apply to lot 50 only.)

**A-5. LOT SIZE AND RE-SUBDIVISION:** There shall be no re-subdivision of lots 1 through 22, or lots 34 through 50, 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 wherever 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 motorbike on a lot or on a subdivision street is a nuisance. These examples are intended to illustrate, rather than limit, the definition of nuisance.

**A-10. TEMPORARY STRUCTURES:**

On all lots, 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 and/or address, 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, unless they are approved by the Architectural Control Committee.

A-12. **ANIMALS:** Except for horses, cows, female and/or neutered male donkeys, 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, donkeys, and cows are allowed only on lots 23 through 33 and on lot 50, 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, donkey, 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. **GRASS MOWING:** Lots 1 through 33 are subject to the requirement that the grass be mowed at least once a month during the grass-growing season. 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 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-15. **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. 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 be deemed to give anyone the right to use the subdivision roads for access to property outside of the subdivision.

A-16. **COMMERCIAL PLANT GROWING:** Lots 40, 47, and 48 are permitted to plant low growing shrubs or trees on Duke Power's right of way as long as they are in compliance with Duke Power regulations.

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. The various lot owners in Windover Farms shall, at the annual meeting of the Windover Farms Property Owners Association, by majority vote, elect, and/or reaffirm by election, the members of the Committee. Elections can also take place

at a special members meeting that is called for that purpose. 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 directly to the Committee members 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 fails to disapprove submitted plans within thirty days after submission, approval shall be deemed to have been given, and construction may proceed.

Records of all plan requests and Committee responses shall be maintained in the ACC files. These files will be maintained by the Committee, and reviewed, as necessary, to ensure the consistency of all Committee actions.

Should any plans to be approved involve a potential conflict of interest (e.g. plans are for changes to property owned by a member of the ACC or a project that the ACC member(s) is involved with as a builder/contractor), then that ACC member(s) must recuse him/herself from voting on the plans. Recused members would be replaced, in order, by the Vice-President, the Treasurer, or the Secretary of the WFPOA – this replacement would last only for the duration of the project in question.

B-3. **ROAD REPAIR PLANNING**: Each year, approximately one month prior to the annual meeting of the Windover Farms Property Owners Association, the Architectural Control Committee will meet to:

- Develop an estimate of near and long-term road repair needs
- Estimate approximate costs for these repairs

They will then meet with the Treasurer to:

- Ensure that we will have adequate funds to meet the projected road maintenance costs.
- If necessary, adjust the road maintenance fees and work with the WFPOA officers to otherwise amend the budget to ensure that adequate funds will be available.

These findings will be presented to the membership at the annual meeting

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. Notwithstanding the pro-ration formula, the minimum that any lot shall pay as road maintenance shall be the annual sum of two hundred 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 Windover Farms Property Owners Association, as delegated by the Architectural Control Committee.

C-2. **ROAD MAINTENANCE**: All roads serving platted lots within Windover Farms shall be maintained out of the annual road maintenance fees. The right of way access road connecting Windover Drive to 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 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 50 and the owners thereof, to and until December 31, 2023, 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.

I \_\_\_\_\_ do hereby certify that the foregoing is a true and exact copy of the Declaration of Restrictive Covenants for Windover Farms, which were duly adopted, by majority vote of the lots subject to this document, in July of 2015.

This the \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Vice-President  
Windover Farms Property Owners Association