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NORTH CAROLINA  
McDOWELL COUNTY

PATRICIA A REEL  
REGISTER OF DEEDS  
MCDOWELL COUNTY, NC

DECLARATION OF COVENANTS,  
RESERVATIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, RESERVATIONS and RESTRICTIONS made on the 26<sup>th</sup> day of March, 1998, by LLOYD R. JOHNSON and wife, SHERIA C. JOHNSON and DENNIS PARKER and wife, GEORGIA PARKER, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in McDowell County, North Carolina, which is more particularly described by plat thereof recorded in Plat Book 54, at page 27 in the McDowell County Public Registry.

NOW, THEREFORE, Declarant hereby declares that all of the property described on said plat shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs successors and assigns, and shall inure to the benefit of each owner thereof.

Declarant does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the property that the property is hereby subject to restrictions as to the use thereof as set out herein. These restrictions shall be binding and effective for such period of time as is set forth herein.

DECLARATION OF RESTRICTIONS

FOR

THE VILLAGE AT WINDING STAIRS

McDowell County, North Carolina

DECLARATION OF RESTRICTIONS

1. No building, fence or other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by the Declarant or their successors and assigns. Refusal of approval of plans, location or specifications may be based by the Declarant upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Declarant shall seem sufficient. No alterations may be made in such plans after approval by the Declarant is given except by and with the written consent of the Declarant. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Declarant. One copy of all plans and related data shall be furnished to the Declarant for its records.
2. No building shall be located closer than twenty (20) feet to the street line and not closer than fifteen (15) feet to the adjoining property line. In order to assure that houses will be located with regard to the topography of each individual lot, the "Declarant" reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon any lot or building plot consisting of more than one lot, provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site.
3. The exterior of all houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or building due to strikes, fires, national emergencies or natural calamities. Antique hand-hewn logs, as long as available, must be used. Otherwise, declarant must approve of any other exterior materials.
4. All lots shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any other lot other than one (1) detached single family dwelling not to exceed two (2) stories in height and one small one-story

accessory building which may include a detached private garage and/or servant's quarters, provided the use of such dwelling or accessory building does not include any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building. All dwellings constructed on any lot shall contain at least 1,200 square feet of heated floor space.

5. A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory kitchen.

6. It shall be the responsibility of each lot owner to prevent the development of unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

8. In the event the owner of any residential lot permits any underbrush, weeds, etc., to grow upon any lot to the height of two (2) feet, (except as part of a landscaping plan approved by the Declarant) and on request fail to have the premises cut within thirty (30) days, agents of the Declarant may enter upon said land to remove the same at the expense of the owner; provided, however, that such expense shall not exceed Ten (\$10.00) Dollars annually. The Declarant may likewise enter upon said land to remove nay trash which has collected on said lot without such entrance and removal being deemed a trespass, all at the expense of the owner of said lot; provided, however, that such expense shall not exceed Fifteen (\$15.00) Dollars annually. This provision shall not be construed as an obligation on the part of the Declarant or the Association to provide garbage or trash removal services.

9. No commercial signs, including "For Rent", "For Sale", and other similar signs, shall be erected or maintained on any lot except with the written

permission of the Declarant or except as may be required by legal proceedings, it being understood that the Declarant will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. Property identification and like signs exceeding a combined total of more than three (3) square feet may not be erected without the written permission of the Declarant.

10. Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Declarant. No parked junked vehicles shall be parked or allowed to remain on any lot.

11. Each lot owner shall provide receptacles for garbage, in screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Declarant.

12. The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement over, upon, across and under each lot for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities, and the Declarant may further cut drainways for surface water wherever and whenever such action may appear to the Declarant to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision, or to locate same upon any adjacent lot with the permission of the owner of such adjacent lot. Such rights may be exercised by any licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service. The Declarant guarantees that in exercising the rights

of this easement that no water, sewer, or power lines shall be located in an area more than ten (10) feet from the property line.

13. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

14. No trailer, tent, metal storage building or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently.

15. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed within the main dwelling house, within the accessory building, or buried underground.

16. No large trees measuring six inches or more in diameter at ground level may be removed without the written approval of the Declarant, unless located within ten (10') feet of the main dwelling or accessory building or within ten (10') feet of the approved site for such building. No trees shall be removed from any lot until the owner shall be ready to begin construction without the consent of the Declarant.

17. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Declarant. However, the Declarant hereby expressly reserves to itself, its successors or assigns, the right to re-plat any two (2) or more lots shown on the plat of any said subdivision prior to their sale in order to create a modified building lot or lots. The restrictions and covenants herein apply to each such building lot so created.

18. It is agreed that as soon as a sufficient number of lots have been sold in this development a property owners' association to be known as The Village At Winding Stairs Property Owners' Association shall be formed with one membership for each property owner and that this Association in conjunction with the Declarant shall establish reasonable annual assessment

charges for road maintenance and maintenance of the trails and recreational areas.

19. Duty to Insure: (A) Property Owners. Each Property Owner shall insure his buildings for their replacement value against loss by fire or other hazards. (B) Repair or Replacement of Damaged or Destroyed Property. In the event of damage or destruction by fire or other casualty to any building, the owner of such building shall, within thirty (3) days of the receipt of the insurance proceeds paid pursuant to an insurance policy covering such building but in no event later than six (6) months from the date of such damage or destruction either (i) commence reconstruction of the damaged or destroyed building, or; (ii) clear the tract upon which the damaged or destroyed building is located of all debris and reseed the entire tract. In the event: (i) restoration of the building is commenced but is terminated before completion of the building and such termination continues for a period of at least ninety (90) days; or (ii) the tract is not cleared of debris within thirty (30) days after commencement of clearance of the tract; or (iii) restoration or commencement of clearance of the tract does not occur within said six (6) month period, Declarant shall have the right to clear the tract of debris and reseed the tract. The cost of such repairs shall be an expense attributable to the tract and becomes an immediately due and payable special assessment against the tract collectible in the same manner as any other assessment.

In the event a tract shall be cleared and reseeded, then it shall be the obligation of the owner of such tract to continue to maintain the tract.

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from December 1, 1997, 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 lots affected by such covenants has been recorded, agreeing to change said covenants in whole or in part.

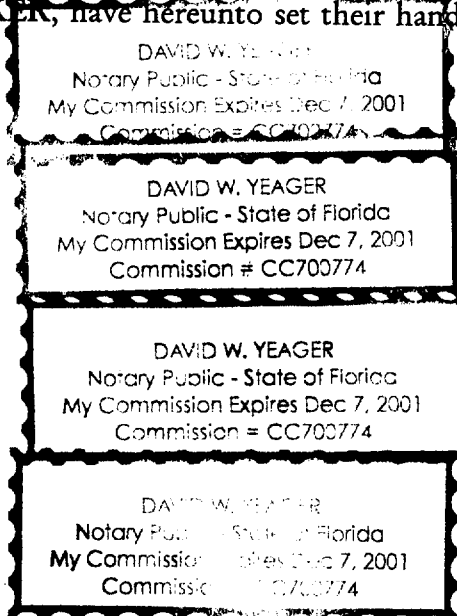
In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms

hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this deed, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any Court of any restrictions in this Declaration of Restrictions contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.



Sheria C. Johnson and Georgia Parker (spouses of Declarant) join in this agreement but are not to be considered Declarant for purposes of this agreement.

IN TESTIMONY WHEREOF, the Declarant, LLOYD R. JOHNSON and DENNIS PARKER, have hereunto set their hands and seals, the day and year first above written.



*Lloyd R. Johnson* (SEAL)  
LLOYD R. JOHNSON

*Sheria C. Johnson* (SEAL)  
SHERIA C. JOHNSON

*Dennis Parker* (SEAL)  
DENNIS PARKER

*Georgia Parker* (SEAL)  
GEORGIA PARKER

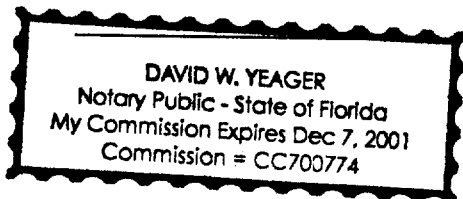
NORTH CAROLINA  
McDOWELL COUNTY

I, a Notary Public do hereby certify that this day personally appeared before me LLOYD R. JOHNSON and wife, SHERIA C. JOHNSON and acknowledged the due execution of the foregoing Declaration for the purposes therein expressed.

WITNESS my hand and notarial seal, this the 26 day of March, 1998.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires:



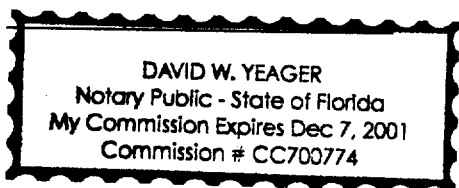
NORTH CAROLINA  
McDOWELL COUNTY

I, a Notary Public do hereby certify that this day personally appeared before me DENNIS PARKER and wife, GEORGIA PARKER and acknowledged the due execution of the foregoing Declaration for the purposes therein expressed.

WITNESS my hand and notarial seal, this the 26 day of March, 1998.

  
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NOTARY PUBLIC

My Commission Expires:



NORTH CAROLINA

MCDOWELL COUNTY

The foregoing certificates of DAVID W. YEAGER, NOTARY PUBLIC are certified to be correct. Filed for registration at 9:33 AM this 28th day of April, 1998 in Book 557 Page 446.

PATRICIA A. REEL  
REGISTER OF DEEDS

BY Caroline A. Reel  
DEPUTY