

DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS  
BY JOHN WADE BELL, III AND ANN T. BELL

KNOW ALL MEN BY THESE PRESENTS;

The said property shall be subject to the following restrictive covenants and conditions which shall be deemed appurtenant to the said premises and shall run with title to the same, so as to be binding upon the heirs, successors and assign of the said declarants, to wit:

1. There shall be no residence placed upon said premises which contains less than two thousand (2,000) square feet of interior living space, not including porches, decks, patios, and garages. Any residence so built shall be a single family dwelling only.

2. Prior to the commencement of construction on said premises, architectural and landscape plans must be submitted to a three-person Architectural Review Board appointed by John W. Bell, III and Ann T. Bell or their duly appointed agent, from which board written approval must be first obtained before construction can begin. The review Board shall be composed of John Wade Bell, III, Ann T. Bell, and a licensed architect, and in the event of a resignation of one or more of the said members they shall nominate a successor, and if they should fail to nominate a successor within thirty (30) days, then the remaining members of the Review Board may appoint successors to replace those persons resigning or otherwise ceasing service on the Board. Architectural guidelines will be provided to all purchasers.

3. The above-specified minimum area shall be completed within twelve (12) months from commencement of construction, and occupancy shall not commence until the minimum of two thousand square feet of living area has been completed.

4. All buildings placed upon said premises shall be for residential purposes only, and there shall not be conducted there from, any commercial business or endeavor that requires business visits to the premises; however, home "telephone" type business will be permitted.

5. Lot # 18 is the only lot designated to permit a potential bed and breakfast establishment limited to 3 to 4 guest rooms, and dining facilities for guests. Any guest house must conform to architectural guide lines established by Architectural Review Board. Parking areas will be broken into small attractively landscaped areas for 3 - 4 cars with berms and hedges so as not to be visible from any public vantage point. Access to this property will be limited to existing lane should bed and breakfast usage be implemented. The owners may keep not more than 2 horses, 6 sheep, or 2 cows on said premises provided that they shall erect and maintain proper fencing to prevent the animals from running at large and provide architecturally compatible shelter for the containment of said animals. Additionally, any such animals shall be cared for with good husbandry practices. Manure and waste products from such animals shall be regularly removed from said premises.

6. There shall be no outbuildings other than utility

buildings, a guest house an/or garages placed upon said premises, and such utility buildings, guest house and/or garages shall not be placed upon said premises until such time as the owner shall have built a residence thereon, containing the minimum requirements as set forth in Covenants Nos. 1, 2, and 3, above. Detached garages and outbuildings shall reflect the architecture of the residence and be appropriate to the setting.

7. All residences or other structures as built upon said premises shall be constructed so as to have seventy-five (75) foot minimum front yard from the front of the residence to the street right-of-way, seventy-five(75) foot from the back of the residence and fifty (50) foot side set backs, unless waived by the review board.

8. No concrete or block foundation shall remain exposed, said foundation must be covered with brick or stucco or other appropriate facing.

9. No sign of any kind shall be displayed to public view on said premises except one professional sign of not more than eight (8) square feet advertising the property for rent or sale, or signs used by the builder to advertise the property during the construction or sales period, or an estate sign used to name the property, e.g. Winterhaven - The Smiths. No product advertising permitted.

10. Nothing will be done on said premises which may be or become an annoyance or nuisance to the owner of any lot, or to the neighborhood in which the lot is situated. No animals, livestock

or poultry of any kind shall be raised, bred or kept on the above-described property, or any portion of such property, conveyed by this deed, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose and provided that they shall not cause a disturbance whether by frequent or continual barking or other wise.

11. No tract as conveyed by the Declarants shall be divided or subdivided for any reason; and, not more than one single-family dwelling shall be placed or constructed on any such tract.

12. The Declarants, their heirs, successors and assigns, reserve a right-of-way over and through said premises for the purpose of installing and maintaining sewer, water, gas, electricity or cable television lines or any other utility-type lines required to service the property.

13. There shall be no mobile home, double-wide mobile homes or modular homes placed upon said premises. Motor homes must be garaged.

14. All power, telephone, television cable lines or other lines will be buried underground from the street right-of-way to the residence constructed on said premises.

15. Satellite receivers shall be dark in color, no larger than 18 inches in diameter and concealed in appropriate chimney or eave location.

16. All septic systems shall be installed and maintained by the homeowner in compliance with state and county sanitation requirements.

17. Roof materials shall be wood shingle, high quality textured composition shingle, standing seam copper, terne metal or slate roofing.

18. Fences will be constructed of wood in board or rail manner appropriate to the rural environment. All fences, walls, mailboxes, and other such exterior appurtenances must be approved by the Architectural Review Committee.

19. No noxious or offensive activities shall occur on any premises to cause discomfort or annoyance to the neighborhood. There should not be maintained any device or vehicle of any sort which creates offensive noise or unsightly views which may diminish or destroy the enjoyment of property.

20. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other protective covenants, which shall remain in full force and effect.