

**PLAN OF DEVELOPMENT WITH RESTRICTIVE  
AND PROTECTIVE COVENANTS  
WINDSOR PARK, SECTION 1  
DOBSON, SURRY COUNTY, NORTH CAROLINA**

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This Declaration made this 21 day of May, 1987, by FRED R. SNOW, SR., LOIS J. SNOW, BENNY G. SNOW, and DIANNE B. SNOW, hereinafter called Declarant.

**WITNESSETH:**

Declarant is the owner of the following described premises located in Dobson Township, Surry County, North Carolina:

That certain tract of real property designated as Windsor Park, Section 1, shown on plat recorded in the Office of the Register of Deeds of Surry County, North Carolina, in Plat Book 11, Page 21.

The Declarant has established a general plan for the improvement of said premises, and does hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which any portion of said premises shall be improved or sold and conveyed by it as owner thereof. Each and every one of these covenants, conditions, reservations, and restrictions is and all are, for the benefit of each owner of any portion of said premises, or any interest therein, and shall inure to and pass with each and every portion of said premises, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions, reservations, and restrictions are, and each thereof is, imposed upon said premises and are to be construed as restrictive covenants running with the title to said premises and with each and every lot or parcel thereof until May 1, 2007, at which time said covenants, conditions, reservations, and restrictions shall be extended automatically for successive periods of ten (10) years unless otherwise agreed by a vote of the majority of the then owners of said lots (each lot shall be entitled to one vote). A right to change any or all of said covenants, conditions, reservations, and restrictions by a majority vote of the lot owners during the

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original term of this Declaration, as well as during any extensions thereof, is reserved to said owners. If an owner or owners of any lot or parcel of the above described premises, or their successors in title, shall violate any of the covenants, conditions, reservations, and restrictions herein set forth, it shall be lawful for any other person owning any lot or portion of said premises to prosecute any proceedings at law or in equity against the person, persons, firms, or corporations violating any of said covenants, conditions, reservations, and restrictions and either to prevent their so doing or to recover damages from such violation, or both. Invalidation of any of these covenants, conditions, reservations, and restrictions by judgment, court order, statute, or judicial decision shall in no way affect any of the other provisions herein contained which shall remain in full force and effect.

1.

Each lot located in the above described premises shall be used only for single family residential purposes. No lot or portion of said premises shall contain at any time more than one (1) residence. No single-wide or double-wide mobile home, trailer, tent, shack, barn, or temporary building shall be erected or placed on any lot or portion of said premises, temporarily or permanently, nor shall any structure of temporary character be used as a residence. Necessary out buildings, storage buildings, or garages, whether detached or not, shall be of the same design and shall be constructed as an integral part of the residence to be served thereby. No residence or structure of any kind of what is commonly known as "cinderblock" or "sheet metal" construction shall be erected or placed on any lot or portion of said premises unless the same shall be covered over on all its outside walls with stucco or brick or stone or aluminum, vinyl, or wood exterior siding. Driveways to all structures shall be paved with asphalt or concrete. No lot shall at any time be subdivided into two (2) or more lots for the purpose of constructing a dwelling thereon. Provided, however, that lots 2 through 7, inclusive, on the aforementioned recorded plat have been designated and zoned for construction of multi-family residential condominiums, and such multi-family residential condominiums may be located on said lots.

2.

Each single-story residential structure shall contain at least 1,500 square feet of enclosed heated living area, exclusive of basement. Each two-story residential structure shall contain 2,000

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square feet of enclosed heated living area, exclusive of basement, with a minimum of 1,000 square feet on first floor. Each split-level residential structure shall contain at least 1,800 square feet of enclosed heated living area, with a minimum of 1,400 square feet on first floor. Each one and one-half (1½) story residential structure shall contain at least 1,800 square feet of enclosed heated living area, with a minimum of 1,350 square feet on first floor. Each split-foyer structure shall contain at least 1,500 square feet of enclosed heated living area on upper level. No building or any part thereof, including garages and covered porches, shall be erected on any lot nearer than forty (40) feet to the front street line, or nearer than fifteen (15) feet to either side lot line, or nearer than twenty (20) feet to the rear lot line, or nearer than twenty (20) feet to a side street line. If two (2) or more lots are acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners. Steps, open porches, and overhanging eaves shall be allowed to extend no more than five (5) feet onto the foregoing minimum requirements. Provided, however, that Declarant excepts from the foregoing requirements lots 2 through 7, inclusive, on the aforementioned recorded plat, should multi-family condominiums be constructed on said lots. As to condominiums, no condominium building or any part thereof, including garages and porches, shall be erected on these designated lots nearer than thirty (30) feet to the front street line, or nearer than ten (10) feet to either side lot line, or nearer than twenty (20) feet to the rear lot line.

3.

No horses, cattle, swine, goats, poultry, fowl, or other such animals shall be kept upon any lot or portion of the aforesaid premises. Domestic pets for personal use and not for commercial use, as well as those structures reasonably necessary for their care and maintenance, are permitted by this instrument. No fenced-in front yard shall be permitted on any lot. All types of containers for the purpose of storing fuel, such as oil, gas or coal, must be either below ground level or totally enclosed and screened from view. No signs or other commercial advertisements shall be displayed on any portion of said premises. No commercial activity, trade, business, or profession shall be conducted on any portion of said premises. No weeds, underbrush, or unsightly growth shall be permitted to grow or to remain upon said premises. No refuse piles, junk cars, tires, automotive parts, chain hoists, junk appliances, or other unsightly objects shall be placed, or allowed to be placed upon any portion of said premises. No exterior radio or television antenna or aerial, nor satellite dish, shall be permitted on front side of any lot. No commercial trucks, vans, buses

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(including school buses), travel trailers, campers, or boats shall be parked on the front portion of any lot or upon any street located within the Windsor Park Development.

4.

The Declarant reserves the right to grant utility easements of all kinds affecting any or all of the lots in Windsor Park Development, including but not limited to easements for electrical service, sewer service, or water service. Water and sewer services shall be supplied to residences located within the Windsor Park Development from a central water and sewer system owned, operated, and supervised by the Town of Dobson, and all lot owners shall be required to utilize this system.

5.

Declarant reserves the right to subject additional property to the coverage of this instrument by appropriate reference hereto.

WITNESS the hand(s) and seal(s) of the Declarant as of the day and year first above written.

*Fred R. Snow, Sr.* (SEAL)  
FRED R. SNOW, SR.

*Lois J. Snow* (SEAL)  
LOIS J. SNOW

*Benny G. Snow* (SEAL)  
BENNY G. SNOW

*Dianne B. Snow* (SEAL)  
DIANNE B. SNOW

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STATE OF NORTH CAROLINA  
COUNTY OF SURRY

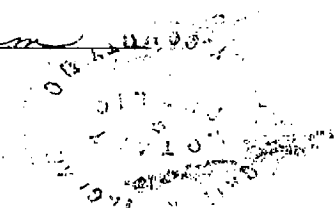
I, Gail K. Ingram a Notary Public of said County, do hereby certify that FRED R. SNOW, SR., LOIS J. SNOW, BENNY G. SNOW, and DIANNE B. SNOW, each personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 21 day of May, 1987.

Gail K. Ingram  
Notary Public

My commission expires:

5-14-91



prepared by: G. WILBORN RIVES  
ATTORNEY AT LAW  
Post Office Box 636  
Dobson, N. C. 27017

STATE OF NORTH CAROLINA, COUNTY OF SURRY

The foregoing or following certificate(s) of Gail K. Ingram  
AP of Surry

is (are) certified to be correct.

DENNIS W. "BUD" CAMERON  
REGISTER OF DEEDS

11-80

BY: Carolyn Comer  
Assistant-Deputy

FILED FOR REGISTRATION  
DENNIS W. "BUD" CAMERON  
REGISTER OF DEEDS  
SURRY COUNTY, N.C.

MAY 29 11 24 AM '87