

STATE OF NORTH CAROLINA  
COUNTY OF ALAMANCE

**RESTRICTIVE COVENANTS  
FOR  
WINDING CREEK SUBDIVISION**

**The Robert M. Brame Revocable Trust**, a North Carolina trust (hereinafter “Declarant”) hereby declares that the real property described on **Exhibit A** attached hereto and made a part of Winding Creek Subdivision (hereinafter the “Subdivision”) is and shall hereafter be held, transferred, sold and conveyed subject to the following restrictive covenants, which shall be appurtenant to and run with the land, by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE. All lots shall be used for single family residential purposes; provided, however, Declarant or Declarant’s assign, may use any Lot within the Property as a temporary sales office and/or model home for the purposes of carrying on business related to the development, improvement and sale of lots and/or homes within the Property. The temporary sales office may be a trailer and shall not be required to have a foundation. No construction of any kind will be permitted without preapproval of the declarant and the architectural review committee and must include site, construction, and detail plans. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one detached, single-family dwelling, not to exceed two and one-half (2 1/2) stories on height (exclusive of a dwelling with a walk-out basement), a private attached or unattached garage for not more than three (3) cars, and other out-buildings incidental to residential use of the Lot, not to exceed in size 1000 square feet total or the allowable square footage allowed under Alamance County’s impervious surface requirements. Any out-building or detached garage shall be constructed in same design and of same materials as the main dwelling. A mother-in-law suite or structure, AirBnb, or short-term office may be permitted according to Alamance County Planning Department Regulations and subject to approval from the Declarant. Recycling of materials during all construction must comply with Alamance County Recycling ordinance.

Garages, carports, and other accessory structures designed for accessory parking of automobiles constructed on the Lots shall meet the following requirements:

- a) be a front-entry if not prominent or set back from front; or
- b) be a side-entry if attached to the house; or
- c) be an either front-, side- or rear-entry if constructed as a detached accessory building separate from the house; and
- d) if constructed as a detached accessory building separate from the house, the building shall be located in line with or behind the half-way point of the house (stoops, porticos, open colonnades, open decks and open porches excluded).

2. DWELLING SIZE. The minimum heated square footage of a dwelling, exclusive of open or screened porches, carports, garages, finished attics, decks, and basements, may not be less than 1,800 square feet nor larger than 3,500 square feet . Each dwelling must be “site built”, though certain customary components may be partially assembled offsite, such as roof trusses, window units, cabinetry, etc.
3. BUILDING SETBACKS; HOUSE LOCATION. No dwelling shall be located on any lot nearer to the front property line than 30 feet, or nearer any side line than 10 feet or to any rear line than 20 feet. For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, carports, steps and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the Zoning Ordinance as it exists as of the date of issuance of a certificate of occupancy for such dwelling. Any dwelling erected on a Lot other than a corner shall face the street on which the Lot abuts. On corner lots, a dwelling may be erected so as to face the intersection of the two streets on which the Lot abuts. The Declarant reserves the right to waive minor violations (up to 25 percent) of the setback and sideline requirements set forth in this Article. Nothing herein shall mean that the Architectural Committee cannot withhold its approval of the location of a building regardless of the fact that such building meets the requirement of the paragraph.

4. FENCES AND WALLS. No fence or wall shall be erected on any Lot closer to any side street than the side building setback line. No fence or wall shall be erected any closer than ten (10) feet from a front corner of the dwelling. Chain-link fencing and vinyl fencing are not permitted. Any fence or wall installed within the Subdivision must meet all requirements of the Zoning Ordinance and must be approved by the declarant and the Architectural Review Committee as well as provided in Article VIII of the Declaration Of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Winding Creek Home Owners' Association, Inc. (the "Declaration"), recorded in the office of the Register of Deeds of Alamance County, North Carolina. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or Lots nor to any fence installed by the Declarant at any entrance to or along any street within the Subdivision.
  
5. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any Lot covered by these covenants. No trailer, basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant.
  
6. PARKING: DRIVEWAYS AND PARKING PADS. All driveways and parking pads shall be paved with a concrete or masonry (including semi-pervious pavers) surface, and shall extend into the garage from the service street. A common masonry wall between 4"-12" will be placed on either side of the ditch at the street. Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e., garage, driveway, or parking pad. No unenclosed parking shall be constructed or maintained on any Lot except paved driveway and an attached paved parking pad, which pad shall be designed for the parking of not less than one (1) vehicle.

No mobile house trailer (whether on or off wheels), vehicle or enclosed body of the type which may be placed on or attached to a

vehicle (known generally as “campers”), tractor trailer trucks or cabs, or commercial vehicle of any kind shall be parked on any street or on any Lot within the Subdivision. No boat or boat trailer shall be parked anywhere within the Subdivision, but boats and boat trailers or a camper may be stored with all 4 sides out of sight within a garage. One golf cart will be permitted per residence to use on common area trails and must be stored out of sight within a garage.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot in such manner as to be seen from any other Lot, any street within the Subdivision or the Common Area, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot. Any vehicles must remain registered and licensed.

All driveway pipes must be constructed to meet North Carolina Department of Transportation (“NCDOT”) standards. Any questions regarding the construction of the driveway pipes may be obtained from the local NCDOT office. No obstruction to permanent NCDOT acceptance is permitted in right of way.

7. ANIMALS. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that a maximum of six (6) chickens (specifically excluding any roosters which are not allowed within the Subdivision), and domesticated dogs, cats, or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes. In no event shall any dwelling have more than two (2) dogs and/or two (2) cats. Any chickens must be fenced or contained behind the house in an approved HOA design not to exceed 50 square feet. All dogs kept outside must be securely fenced in an approved HOA design. No dogs may be kept permanently outside. Horses shall be permitted to be ridden on the common pathways of the Subdivision, but no horses shall be permitted to be boarded, kept, or maintained overnight on any Lot or common area in the Subdivision. A miniature donkey or goat may be substituted for a dog with same restrictions as that for a dog.

8. NUISANCES; BUSINESS ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business trade or activity may be conducted on any Lot unless permitted by and preapproved by letter by the HOA and any Alamance County Zoning Ordinance.
  
9. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except signs used to advertise Lots for sale during the construction and sales period by authorized agent with permission of HOA, being one sign of not more than ten (10) square feet advertising the property for sale or rent, and signs of not more than ten (10) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs not be placed on a Lot, and they be placed only 60 days in advance and removed within 2 days of said event.
  
10. ANTENNAS; SATELLITE DISHES OR DISCS. No radio or television transmission or reception towers or antennas shall be erected on a Lot other than a customary television or radio reception antenna, which shall not extend more than ten (10) feet above the top roof ridge of the house. However, a satellite antenna receiver or disc will be permitted on a Lot if: i) the receiver or disc is not larger than 2 feet (2') in diameter; ii) the receiver or disc is located on a side of the house away from the street and within the building setback lines applicable to that lot; iii) the receiver or disc is located or screened in such a way that it cannot be seen from any street within the Subdivision. Any such screening must be approved as provided in Article VIII of the Declaration. In no event shall any free-standing transmission or receiving tower be permitted on any Lot.
  
11. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the Subdivision, except that small, inflatable, temporary wading pools shall be permitted.

12. MAILBOX KIOSK. Subject to the approval of the US Postal Service, all mailboxes shall be of uniform style as selected by the Declarant.
13. MAINTENANCE OF LOT; CONSTRUCTION; GENERAL APPEARANCE. Each owner shall keep their Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such Lot shall repair the damage and reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the owner may, at his option, either completely remove the damaged structure and landscape area on which the structure stood or repair or reconstruct the structure. Trees which may fall and cause any interruption to traffic may be removed by HOA.

All construction, landscaping or other work which has been commenced on any Lot shall be in accordance with the Declaration and shall be continued with reasonable diligence to completion. No partially completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The owner of each Lot shall at all times keep contiguous public street free from any dirt, mud, garbage, trash, or other debris resulting from any construction on his Lot.

The owner of each Lot shall maintain the grounds and improvements on his Lot, including but not limited to, plantings, landscaping, and lawns, at all times in a neat and attractive manner. All new building permits shall adhere to the Landscape/Site Plan prepared for the Subdivision by preapproval of HOA. Dead trees may be removed which would pose a hazard to home owners.

14. CLOTHESLINES. No exterior clothesline may be erected or maintained on any Lot.

15. OUTSIDE RECREATIONAL EQUIPMENT. No portable basketball goals will be allowed. Permanent basketball goals will be allowed subject to architectural approval; however, permanent basketball goals may not be attached to the dwelling and must have a clear backboard. Trampolines shall be allowed as long as the trampoline is screened and not visible from roadways within the community.
16. GARBAGE; UNSIGHTLY STORAGE. All trash and rubbish shall be kept in garbage cans stored in such a manner as to not be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by the governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to an approved enclosure the night of the scheduled pickup.
17. SEPTIC TANKS; COUNTY WATER Each Lot shall be serviced by a private septic tank. No septic systems may be installed in a regulated stream buffer. The location of septic systems may restrict the size and location of improvements on a Lot. The restrictions and locations of septic systems are available from the Alamance County Environmental Health Department. The owner of each Lot should conduct routine inspections of the Lot's septic system for proper maintenance, function and pumping as recommended by the Alamance County Environmental Health Department.
18. REMOVAL OF TREES. Except in the case of an emergency situation that does not permit any delay, no living tree larger than 6" in diameter at a point measured 3' off the ground shall be removed from any Lot without the approval of the Declarant and/or the architectural committee. The foregoing provision shall apply only to Lots that have been occupied pursuant to a certificate of occupancy issued by Alamance County.

19. LANDSCAPE CRITERIA AND TREES. Provisions for proper protection, preservation, installation, maintenance, and management of trees and green spaces will be provided for any Lot which has a permit to build, or site plan required. A plan must be submitted to join with any building permit which shows these areas of concern:

- a. Existing trees located within primary open spaces shall be protected from cutting except for safety or security needs, or otherwise not in control of homeowners such as utilities as per other sections of this Declaration.
- b. Trees larger than 12" diameter in secondary open spaces must be protected from cutting except for placement of homes, buildings, drives, walks, gardens, security, safety, utilities or other items required for health, safety or welfare of the homeowner.
- c. During construction, areas of protection must be marked out in such a way to notify any workers on the site to be aware of and protect areas to be protected. Such notifications may include signs, ropes with flagging and plans of areas in permit boxes, etc. Any construction on Lots which may impact potential loss of trees in primary spaces by activity of placement of materials shall be protected by similar use of roping, etc. Under no condition is Lot to be clear of trees. Where required, any trees in protected zones must be replanted and left undisturbed for natural aesthetics.
- d. Any new construction which uses irrigation for gardens or lawns or plantings shall first use harvested water from rain into simple storage methods such as cisterns, tanks or other fashion. No tanks for water storage may be exposed and must not be visible from any street in the Subdivision during times of low vegetation. All grasses and lawns or planting which use irrigation should use moisture sensors and low volume spray apparatus.
- e. Any exterior lighting must be shielded to prevent light from diffusing directly onto other Lots. All lighting should use an efficient style of lighting available at the time of installation.
- f. At least 50% of total of walks, drives and patios should have surface shade coverage based upon the average of 5 years growth as calculated by noon on June 21st. Should damage

occur by natural events, care should be made to replant to re-establish shade coverage within 5 years.

- g. A minimum of 30% of primary tree protection areas must be protected from all construction activity.
- h. All open space primary areas shall be protected with exceptions being health, safety, welfare, utilities or trails established for the enjoyment of the homeowners. Any trails must be cut utilizing as low-intensity of hydro-axing or system available.

20. EXTERIOR MAINTENANCE. The owner of each Lot shall maintain the grounds and improvements on his Lot, including, but not limited to, plantings, landscaping, and lawns, at all times in a neat and attractive manner.

21. STREET AND ENTRANCE LIGHTING. Declarant reserves the right to Subject the Subdivision to a contract with a Power Company (“Duke Energy”) for installation of entrance and street lighting, which contract requires a continuing monthly payment to Power Company by the Homeowners’ Association only. No street light-poles are to be installed with the exception of on main roads; no light-poles are to be installed on Lots. This is not to prevent low height and low impact security or service lighting on Lots but rather prevent light from adjoining Lot nuisance.

22. EASEMENTS. Easements for the installation and maintenance of storm water drainage facilities are reserved as shown on the recorded plats. Within such easements, no structure, plantings, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a Lot shall be maintained continuously by the owner of such Lot, except for improvements for which a public authority or utility company is responsible.

Declarant reserves the right to create and impose additional easements or right-of-way over any unsold Lot or Lots by the recording of appropriate instruments in the Alamance County

Registry, and such instruments shall not be construed to invalidate any of these covenants.

Declarant reserves an easement for installation and maintenance of utilities and drainage facilities within a ten-foot (10') area along the lot line of each lot. Within these easements, no structures, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

The Declarant, the HOA and their successors and assigns shall at all times have the right of access upon such easements for the purpose of landscaping, planting, mowing, maintaining, repairing, or replacing the easement area in violation of the provision of this Declaration.

Easements are also reserved for the benefit of the Declarant and the HOA and their respective successors and assigns, over, across and under those portions of the Lots for the purpose of installing, maintaining, and repairing any appurtenances, and the street lighting in the Subdivision.

Easements are also reserved for the benefit of the Declarant and the HOA and their respective successors and assigns, over, across and under those portions of the Lots, Easements and Common Open Space where entry signs are located, for the purpose of installing, operating, repairing and maintaining landscaping and subdivision entrance signage, landscaping and fencing in the easement area. No building, structure, fill, embankment, fence, driveway, planting, swing or other obstruction shall be permitted in such area, other than those installed by the Declarant or the HOA.

23. COMMON AREA. Common Area shall mean all real property (including the improvements thereto) owned by the HOA for the

common use and enjoyment of the Owners. The Common Area to be owned by the HOA at the time of the conveyance of the first Lot is described with greater particularity in **Exhibit A** attached hereto and incorporated herein by this reference. Common Area shall remain in the ownership of the HOA.

Declarant reserves the right, in its sole discretion, to convey from time to time additional property to the HOA, which property may include all or any portion of the property, including any additional land annexed by the Declarant pursuant to Article IX of the Declaration and the HOA shall accept any such conveyance of additional property and thereafter such additional property shall be held by the HOA as Common Area. Improvements may include, but shall not be limited to, roadways, retention or detention ponds or erosion control devices.

The Homeowners Association shall be responsible for the maintenance of Common Area if any. Common Area shall mean common open space which shall be maintained for forestry or agricultural or active recreational use or passive recreational uses. Common Area shall not include public roads within the property, but shall include any entry signs and landscaping areas located in the Subdivision. All Common Area may be subjected to easements for utilities, including sewer and waterlines, easements for ingress and egress as necessary for installation, maintenance, and repair of utilities or storm-water facilities, and may be subjected to easements for any encroachments arising from initial improvements. Common Area shall also be subject to easements as provided within the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Winding Creek Homeowners Association, Inc.

In accordance with Alamance County declarations regarding the development of the Subdivision, the 30' opaque buffers, land use buffers and stream buffers designated as common open space or common area on the recorded plat of the Subdivision shall be the responsibility of the HOA. Stream buffers located on individual Lots shall be the responsibility of the individual Lot owners. Removal of vegetation in the land use and stream buffers is not permitted except under tree/vegetation disease/death conditions.

The HOA or individual Lot owner, as applicable, shall be responsible for planting replacements should any of the buffer vegetation be removed for any reason. No building or structures shall be permitted in the buffers, unless expressly allowed by Alamance County and the HOA approval.

24. RIVER BASIN NUTRIENT REDUCTION POLICY. Follow North Carolina state guidelines for River Nutrient Reduction Policy.
25. SUBDIVISION OF LOTS. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded maps or plats, except by and with the written consent of the Declarant. Adjoining Lot owners may affect land swaps to adjust common boundaries, so long as no additional parcels are created.
26. COUNTY RECYCLING PROGRAMS. All Lot owners are encouraged to participate in the various recycling programs available to Alamance County Residents. Information regarding the recycling programs can be located at the Alamance County Solid Waste Management Department.
27. UNINTENTIONAL VIOLATIONS. Declarant, or the persons or firms to whom the architectural review and approval authority has been delegated pursuant to the Declaration, may, but shall not be obligated to, waive any violation of the designated and approved building setback lines on any Lot, provided that no waiver may be granted for a violation in excess of 25% of the applicable requirements. No such waiver shall be effective unless the Lot and all structures thereon are in full compliance with the applicable provisions of the Zoning Ordinance or a variance has been obtained for such a violation. Waivers shall be effective upon recording of same in the Alamance County Registry or other Governing office.
28. ENFORCEMENT. Enforcement shall be the responsibility of the homeowners of the Subdivision, but the Declarant, the Architectural Committee of any Lot owner shall also have the right to bring enforcement proceedings. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, Bylaw or rules and

regulations adopted by the HOA, either to restrain violation or to recover damages, or both. The prevailing party in any enforcement proceeding shall be entitled to recover from the adverse party a reasonable sum for reimbursement of attorney's fees and court costs incurred in enforcing or defending matters related to these covenants in an amount to be determined by the court. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

29. SEVERABILITY. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
  
30. TERM. These covenants shall run and bind the land and all owners thereof for a period of twenty-five (25) years from the date they are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These covenants may be amended during the first five year period by the Declarant, without the approval or joinder of any other person. These covenants may also be amended during the first twenty-five (25) year period by an instrument signed by the then-owners of not less than seventy percent (70%) of the Lots, and thereafter an instrument signed by then-owners of not less than sixty percent (60%) of the Lots. Notwithstanding the foregoing, during the Declarant Control Period as defined in the Declaration of Covenants, Conditions, and Restrictions, Easements, Charges and Liens for Winding Creek Homeowners Association, Inc. recorded with the Alamance County Registry contemporaneously herewith, any such amendment to these covenants must be approved by the Declarant and in no event may Declarant's rights hereunder be amended or altered without the prior written consent of Declarant.
  
31. WINDING CREEK HOMEOWNERS ASSOCIATION, INC. The owners of Lots within the Subdivision are Members of the Winding Creek Homeowners Association, Inc. (the "HOA") and are subject to and bound by the Declaration, which provides additional restrictions on such Lots. All capitalized terms used herein shall have the same meaning as provided in the Declaration.

30. DECLARANT. Nothing contained in these covenants shall be construed to permit interference with the development of the Lots by the Declarant so long as said development follows the general plan of development previously approved by Alamance County.

(Signature Pages to Follow)

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed under seal, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

DECLARANT

Robert M. Brame, Trustee of the Robert M. Brame Revocable Trust dated June 1, 2006, as it may have been amended from time to time

\_\_\_\_\_  
Robert M. Brame (SEAL)

STATE OF NORTH CAROLINA \_\_\_\_\_ COUNTY OF ALAMANCE

I, \_\_\_\_\_, A Notary Public for said County and State, certify that Robert M. Brame personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

EXHIBIT A

Legal Description From Winding Creek Subdivision Recorded Plat

