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Fee Amt: \$51.00 Page 1 of 3  
Workflow# 0000761740-0001  
Buncombe County, NC  
Drew Reisinger Register of Deeds  
BK 6196 PG 1875-1877

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**NON-STANDARD  
FILING**

Return to: Erin F. Dunnuck, Esq., Dunnuck Law Firm, PLLC, 16 Broad Street, Asheville, NC 28801

References: Deed Book 1928, Page 462  
Deed Book 1928, Page 476  
Deed Book 2291, Page 821  
Deed Book 5646, Page 336  
Deed Book 6050, Page 1280

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

**AMENDMENT TO THE COVENANTS, RESTRICTIONS, EASEMENTS,  
RESERVATIONS, TERMS AND CONDITIONS GOVERNING FAIRWAY VIEW  
ESTATES, A RESIDENTIAL SUBDIVISION IN  
BUNCOMBE COUNTY, NORTH CAROLINA**

THIS AMENDMENT TO THE COVENANTS, RESTRICTIONS, EASEMENTS,  
RESERVATIONS, TERMS AND CONDITIONS GOVERNING FAIRWAY VIEW ESTATES, A  
RESIDENTIAL SUBDIVISION IN BUNCOMBE COUNTY, NORTH CAROLINA  
("Amendment") is made this 11<sup>th</sup> day of March, 2022 by Fairway View  
Homeowners Association, Inc. ("Association").

WHEREAS, Fairway View Homeowners Association is the association of Lot Owners at  
Fairway View Estates, which is located in Buncombe County, North Carolina; and

WHEREAS, the Association is subject to the Covenants, Restrictions, Easements,  
Reservations, Terms and Conditions Governing Fairway View Estates, a Residential Subdivision  
in Buncombe County, North Carolina, recorded in the Buncombe County Registry of Deeds in  
Deed Book 1928 at Page 462 ("Covenants"), as amended, and the Bylaws of Fairway View  
Homeowners Association ("Bylaws"); and

WHEREAS, in accordance with the Covenants, the requisite number of owners of Lots  
signed a written agreement adopting this amendment to the Covenants; and



NOW THEREFORE, the Covenants of Fairway View are hereby amended as follows:

The Covenants are amended by striking Section 36 of the Covenants in entirety and replacing it with the following Section 36:

36. LEASING OR RENTING:

Single Family Residential Lots may be rented only in their entirety; no fraction or portion may be rented. All leases shall be in writing and shall be for an initial term of no less than six (6) months, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee current copies of the Declaration, Bylaws, and the rules and regulations which are available from the Board. The Board may adopt reasonable rules regulating leasing and subleasing.

IN WITNESS WHEREOF, the undersigned officers of Fairway View Homeowners Association, Inc. hereby certify that the above amendment to the Covenants was duly adopted by the Association and its membership in accordance with and pursuant to the Covenants, Restrictions, Easements, Reservations, Terms and Conditions Governing Fairway View Estates, a Residential Subdivision in Buncombe County, North Carolina.

This 11<sup>th</sup> day of March, 2022

Fairway View Homeowners Association, Inc.

by:

  
\_\_\_\_\_  
President

Attest:

  
\_\_\_\_\_  
Secretary

STATE OF NORTH CAROLINA  
COUNTY OF Buncombe

I Page Pearson, Notary Public for Buncombe County,  
North Carolina (state), certify that Lynn Lederer personally  
appeared before me this day, and acknowledged that he (she) is secretary of Fairway View  
Homeowners Association, Inc., and that by authority duly given and as an act of the Association,  
the foregoing instrument was signed in its name by its president and attested by himself (herself) as  
its secretary.



in my hand and official seal, this the 11<sup>th</sup> day of March, 2022.

Page Pearson  
Notary Public

My commission expires 07-11-2026.



Doc ID: 034634910003 Type: CAP  
 Recorded: 04/15/2021 at 11:12:59 AM  
 Fee Amt: \$26.00 Page 1 of 3  
 Workflow# 0000680131-0001  
 Buncombe County, NC  
 Drew Reisinger Register of Deeds

BK **6050** PG **1280-1282**

Return to: Erin F. Dunnuck, Esq., Dunnuck Law Firm, PLLC, 16 Broad Street, Asheville, NC 28801

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STATE OF NORTH CAROLINA  
 COUNTY OF BUNCOMBE

**AMENDMENT TO THE COVENANTS, RESTRICTIONS, EASEMENTS,  
 RESERVATIONS, TERMS AND CONDITIONS GOVERNING FAIRWAY VIEW  
 ESTATES, A RESIDENTIAL SUBDIVISION IN  
 BUNCOMBE COUNTY, NORTH CAROLINA**

THIS AMENDMENT TO THE COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS, TERMS AND CONDITIONS GOVERNING FAIRWAY VIEW ESTATES, A RESIDENTIAL SUBDIVISION IN BUNCOMBE COUNTY, NORTH CAROLINA ("Amendment") is made this 7<sup>th</sup> day of April, 2021, by Fairway View Homeowners Association of Buncombe County ("Association").

WHEREAS, of Fairway View Homeowners Association of Buncombe County is the association of Lot Owners at Fairway View, which is located in Buncombe County, North Carolina; and

WHEREAS, the Association is subject to the Covenants, Restrictions, Easements, Reservations, Terms and Conditions Governing Fairway View Estates, a Residential Subdivision in Buncombe County, North Carolina, recorded in the Buncombe County Registry of Deeds in Deed Book 1928 at Page 462 ("Covenants"), as amended, and the Bylaws of Fairway View Homeowners Association of Buncombe County ("Bylaws"); and

WHEREAS, in accordance with the Covenants, the requisite number of owners of Lots signed a written agreement adopting this amendment to the Covenants; and



NOW THEREFORE, the Covenants of Fairway View are hereby amended as follows:

The Covenants are amended by striking Section 13 of the Covenants in its entirety and replacing it with the following Section 13:

13. SEWER AND WATER:

- (a) Every family dwelling unit shall have permanent plumbing and running water and a permanent sewage disposal system. No temporary plumbing, water, or sewage systems are allowed. No private wells may be drilled or maintained on any residential lot without the prior written approval of the Association.
- (b) Sewer service line definition: A sewer service line is an individual residence sewer pipe which comes from a home and connects to the main sewer line. Sewer service lines are maintained by the individual home owners.
- (c) Sewer main line definition: A sewer main line is a larger pipe located in a utility easement behind, adjacent to, or in front of a lot which carries waste water to one of the two sewer lift stations in the Fairway View Estates community. These are the pipes which service multiple residences and carry waste water from the connected sewer service lines to the lift stations. Sewer main lines are maintained by the Fairway View Homeowners Association.
- (d) Some lots have their sewer service line connected to the sewer main line underneath Fairway View Drive. In the event that one of these sewer service lines requires maintenance, the home owner is responsible for the plumbing repair/replacement of the sewer service line in its entirety, but if the repair needs to be performed under Fairway View Drive, the Fairway View Homeowners Association will be responsible for the repair of the road after the plumbing repair is completed.
- (e) Water service line definition: A water service line brings fresh water to an individual residence and it extends between the house and the shutoff valve at the water meter. Water service lines are maintained by the individual home owners.
- (f) Water main line definition: A water main line is the pipe that supplies fresh water to multiple residences in the Fairway View Estates community. Water main lines are located in utility easements, and include a connection to a water meter for each residence. The residence water meter is located in a meter pit, and includes a shutoff valve that allows for isolation of the water supply to the house. The water main lines, the connecting lines between the main line and the water meters, and the water meters are maintained by the Town of Weaverville Water Department.

IN WITNESS WHEREOF, the undersigned officers of Fairway View Homeowners Association of Buncombe County hereby certify that the above amendments to the Covenants was duly adopted by the Association and its membership in accordance with and pursuant to the Covenants, Restrictions, Easements, Reservations, Terms and Conditions Governing Fairway View Estates, a Residential Subdivision in Buncombe County, North Carolina.

This 7<sup>th</sup> day of April, 2021.

Fairway View Homeowners Association of Buncombe County

by: [Signature]  
President

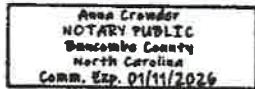
Attest: [Signature]  
Secretary

STATE OF NORTH CAROLINA  
COUNTY OF Buncombe

I Anna Crowder, Notary Public for Buncombe County, North Carolina (state), certify that Michael Windsor + Lynn Lederer personally appeared before me this day, and acknowledged that he (she) is secretary of Fairway View Homeowners Association of Buncombe County, and that by authority duly given and as an act of the Association, the foregoing instrument was signed in its name by its president and attested by himself (herself) as its secretary.

Witness my hand and official seal, this the 7<sup>th</sup> day of April, 2021

(SEAL)



[Signature]  
Notary Public

My commission expires 01/11/2026



OK 1928 PG 462

Prepared by and return to:  
William F. Wolcott, III - Attorney  
STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

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COVENANTS, RESTRICTIONS, EASEMENTS,  
RESERVATIONS, TERMS AND CONDITIONS  
GOVERNING FAIRWAY VIEW ESTATES,  
A RESIDENTIAL SUBDIVISION  
IN BUNCOMBE COUNTY, NORTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that BAWL PROPERTIES, LLC, a North Carolina limited liability company, (herein "Developer") does hereby covenant and agree with all other persons, firms or corporations now owning or hereafter acquiring any property in the area hereinafter described, for full value received, and the landowner covenants and agrees upon acceptance of deeds of conveyance to any of the lots described in the plat of this subdivision upon the terms and conditions hereinafter set forth, that all of the numbered lots shown upon the plat of the subdivision of the property entitled "FAIRWAY VIEW ESTATES", recorded in Plat Book 66, at Page 46, of the Buncombe County, N.C. Registry (herein "Fairway View") and hereby subjected to the following restrictions as to the use thereof, running with said properties by whomsoever owned, to wit:

1. PURPOSE:

The primary purpose of these covenants and restrictions and the foremost consideration in the origin of the same has been the creation of a residential community which is aesthetically pleasing and functionally convenient; attracting residents seeking privacy, security and superior facilities in a beautiful environment.

2. DEFINITIONS:

A. "Residential Lot" or "Lots" shall mean any unimproved parcel of land located within Fairway View, which is intended for use as a site for a single-family detached dwelling.

B. "Family Dwelling Unit" shall mean and refer to any improved property intended for use as a single family detached dwelling unit located within Fairway View.

C. "Lot Owner" shall mean and refer to the owner or owners as shown by the real estate records in the office of the Register of Deeds of Buncombe County, North Carolina, of fee simple title to any residential lot or family dwelling unit situated within Fairway View.

D. "Intended for Use" shall mean the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which Developer has conveyed the property.

E. "Developer" shall mean BAWL PROPERTIES, LLC, a North Carolina limited liability company, or its successors or assigns of its individual or total rights and duties hereunder.

F. "Single-Family Detached Dwelling," shall mean a structure arranged or designed to be occupied by one (1) family and family servants and which is not attached to any other dwelling.

3. RESIDENTIAL USE:

All Lots shall be used for residential purposes exclusively.

4. SUBDIVIDING AND BOUNDARY RELOCATION:

No lot shall be subdivided or its boundary lines relocated, for any purposes other than to merge an additional lot or part thereof so as to create a lot larger than the original lot. No subdivision or boundary relocation shall be made without the written approval of Developer, its successors and assigns except, however, Developer hereby expressly reserves to itself, its successors or assigns, the right to replat any lot or lots, shown on the recorded plats, prior to the conveyance thereof, in order to create a modified lot or lots. These restrictions herein apply to each lot which may be so created.

5. COMMERCIAL USE:

No commercial, industrial, or religious enterprises, undertaking or use shall be permitted, except as identified on the recorded Plat.

5. ARCHITECTURAL REVIEW:

A. No family dwelling unit, garage, fence, wall, swimming pool, mailbox or other structure shall be commenced, erected or maintained upon any lot in Fairway View; nor shall any exterior addition to any existing structure or change or alteration therein; nor shall any landscaping or site work be done until complete final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location and floor plan therefor, and showing front, side and rear elevations thereof, the name of the contractor and landscaper have been submitted to and approved by Developer or Architectural Review Committee appointed by the Developer, and as to location in relation to surrounding structure and topography.

Prior to the construction of any structure, a site plan to scale must be approved on a topographic map which shows the location of the house, all drives, walks and parking areas, with each clearly indicated. Prior to any physical disturbance of the site, special drainage and/or irreplaceable features are to be identified and provisions for their protection clearly established. This includes large and/or specimen trees, rock

outcroppings, springs and streams, and concentrations of azaleas, rhododendrons, and other shrubs and wild flowers. Silt fences shall be required prior to any physical disturbance. Culverts needed for ingress or egress shall be provided by lot owner and shall be as specified by the engineer for the Architectural Review Committee when established, or by the Developer.

B. Refusal or approval of plans, specifications, contractor and landscaper, or location of any structure may be based upon any grounds including purely aesthetic considerations which at the sole discretion of Developer shall be deemed sufficient. Any contractor prior to performing any work within Fairway View must be approved by Developer. No person, firm or entity shall be approved as a contractor unless such person, firm or entity obtains his income primarily from construction or landscaping of the type which the contractor is to perform and is licensed by the State of North Carolina for his services. In the event any owner violates the terms of this section, Developer or its duly appointed agent, shall give written notice to the lot owner to cure such violation within thirty (30) days, Developer shall be entitled to enter upon the property of the lot owner and remedy such defect including removal of any structure built in violation hereof, all at the expense of the lot owner. This right of Developer or its agent, shall be in addition to all other general enforcement rights which Developer may have for a breach or violation of the terms of these covenants and restrictions and shall not be deemed a trespass by Developer or its agent.

C. At the completion of all construction in accordance with the plans submitted, the lot owner shall request an on-site inspection by Developer. No home may be occupied until an Occupancy Permit has been issued by Developer. Approvals will not be unreasonably withheld, but in addition to the above, the following will be required:

- (1) Final landscaping development plans must be approved and carried out without undue delay.
- (2) Exterior lighting must be approved.
- (3) All clean-up must be completed.

7. BUILDING SIZE:

No structure except as herein provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family detached dwelling not exceeding two (2) stories in height above the basement, with a minimum requirement of at least a two (2) car garage which may be attached. Such dwelling shall contain a minimum of 1,800 square feet of heated, living space for a one-story dwelling. All two-story family dwelling units shall contain a minimum of 1,400 square feet of enclosed heated, living space for the main floor, with a total minimum of 2,000 square feet of enclosed heated, living space. Garages,

porches, patios, greenhouses or other areas, unfinished basements or cellars shall not be considered floor space in meeting the above requirements. No carports are permitted.

8. BUILDING REQUIREMENTS:

A. All driveways and parking areas must be paved with asphalt or concrete paving unless another driveway material is approved in by Developer.

B. All play equipment shall be placed so that it is not visible from any street. Treehouses are considered structures requiring full approval by Developer.

C. No outside clothesline shall be permitted.

D. No decorative features such as sculptures, bird baths, bird houses, fountains or other decorative embellishments shall be permitted that are visible from any street unless approved by Developer.

E. Each house must have a minimum 200 AMP electric service. Each family dwelling unit must have permanent electric service supplied by Carolina Power and Light Company or its successor normally supplying electric service to Fairway View.

F. Log cabins are not permitted.

G. No concrete blocks may be exposes unless they are plastered or stuccoed.

H. No unpainted sheet metal may be exposed.

I. All roof stacks and plumbing vents shall be placed on the portion of the family dwelling unit roof facing away from the front lot line.

J. Window air conditioning units are not permitted. All compressor units shall be ground mounted. Compressor units shall be screened by approved fencing or planting.

K. Satellite dishes which do not exceed 24 inches in diameter are permitted; provided, the location of said structure must be approved by the Developer so as to hide the dish from public view. No other satellite dishes or other outside TV or other communication antennas shall be permitted.

9. TEMPORARY STRUCTURES:

No structure of a temporary character shall be placed upon any portion of Fairway View at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any family dwelling unit. Temporary shelters, including mobile homes, trailers, recreational

vehicles, and tents, may not, at any time, be used as temporary or permanent residences or be permitted to remain on any portion of Fairway View after completion of construction thereon as hereinabove provided. Basements or partially complete houses will be considered temporary and may not be inhabited.

10. SETBACKS

Front and rear setbacks for buildings from the lot line shall be a minimum of 30 feet. Side setbacks shall be 10 feet. Relief from said building setback lines may be given by Developer to any lot owner upon a showing of extraordinary circumstances by the lot owner. Such extraordinary circumstances may include unusual topography, lot shape, frontages and also potential views to give property owners the fullest enjoyment of their lots. The establishment of building setback lines is given in order to assure that location of houses will be staggered where practical and appropriate so that the maximum amount of view and privacy will be available to each house, and so that the structures will be located with regard to the ecological constraints and topography of each lot, taking into consideration topography, the location of large trees and similar considerations. Developer reserves the right to control absolutely the precise site and location of any residential unit or other structure upon all lots. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site.

11. EXTERIOR CONSTRUCTION:

The exterior of all houses and other structures as well as site work and landscaping must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the lot owner due to strikes, fire, natural emergencies or natural calamities. Residential units and other dwelling structures may not be occupied until the exterior thereof has been completed. If the exterior is not completed within one (1) years, One Thousand Dollars (\$1,000.00) in liquidated damages shall be paid to Developer by the lot owner, and \$1,000 per month shall be paid to the Developer by the lot owner in liquidated damages for each month thereafter until completed.

12. TREES:

No trees measuring twelve (12) inches or more in diameter at a point two (2) feet above ground level, no flowering trees or shrubs, nor any evergreens may be removed without the written approval of Developer, unless located within fifteen (15) feet of a building, or within the right-of-way of driveways and walkways. Excepting herefrom shall be damaged trees, or trees which must be removed because of any emergency. Should a lot owner remove any tree or vegetation as herein provided without the above-described written approval, said lot owner shall be liable for liquidated

damages to Developer in the sum of Five Hundred Dollars (\$500.00) per tree or other plant removed.

13. SEWER AND WATER:

Every family dwelling unit shall have permanent plumbing and running water and a permanent sewage disposal system. No temporary plumbing, water, or sewage systems are allowed. No private wells may be drilled or maintained on any residential lot without the prior written approval of Developer.

14. STORAGE TANKS:

Fuel storage receptacles may not be exposed to view and must be installed either within the family dwelling unit, buried underground or screened with an enclosure first approved by Developer. Bottled gas is not permitted.

15. TRASH:

Each lot owner shall provide sanitary containers for garbage, and all garbage receptacles, tools and equipment for use by the lot owner or otherwise shall be placed in a fenced enclosure to shield same from general visibility from roads abutting the lot owner's property, from the golf course, and also from neighboring properties. Trash, garbage and other waste shall be kept in said sanitary containers. No trash, garbage, construction debris or other unsightly or offensive material shall be placed upon any portion of Fairway View except as temporary and incidental to bona fide improvement of said area of Fairway View.

16. ANTENNAE:

All utilities, wires, cable, antennae and the like, or any kind (such as telephone, electrical, television, radio and citizens band radios) must be placed underground except as may be expressly authorized by these restrictions or expressly permitted and approved in writing by Developer.

17. ROADWAYS AND TRAFFIC CONTROL:

Both the access road from Reems Creek Road (State Road 1003) to the Fairway View Estates Subdivision and the subdivision roads within Fairway View shall be constructed and maintained as private roads by the Developer (and thereafter the Fairway View Homeowners Association referenced in Section 39 hereof) and will not be constructed to standards sufficient for inclusion into the State highway system as a public road. Each lot owner will share pro rata the cost of the maintenance of these roads.

If the roads are not taken over by a governmental agency for regulation and maintenance, then Developer shall have the power to place any reasonable restrictions upon the use of roadways,

including but not limited to the types and sizes of vehicles using the roads, the maximum and minimum speeds of vehicles, all other necessary traffic and parking regulations and the maximum noise level of vehicles.

18. OFF-STREET PARKING:

Each owner of a family dwelling unit shall provide sufficient space for parking of any and all vehicles off the roadways. Except for guests and invitees of the lot owner, parking on roadways shall not be permitted.

19. VEHICLES:

No disabled or abandoned vehicles shall be permitted on any lot neither shall any vehicle be stored thereon, unless garaged nor shall major repairs be permitted upon any vehicle parked upon any lot. All vehicles must have an unexpired registration and be lawfully licensed.

20. VEHICLE STORAGE:

Any recreational vehicles, boats, motorcycles, motorbikes, motor homes, campers and the like must be parked in an enclosed area screened from view from the street and the golf course. Garage doors must be closed at all times when not in use.

21. LOT UPKEEP:

It is the responsibility of each lot owner to prevent any unclean, unsightly, or unkempt condition of buildings or grounds to exist on the lot owner's property. Developer shall have the right, but not the duty, to enter upon any lot for the purpose of abating any unclean, unsightly or unkempt condition of buildings or grounds which tend to decrease the beauty of the neighborhood as a whole or the specific area. The cost of such abatement and any damage resulting from such entry shall be at the expense of the specific lot owner and shall not be deemed a trespass.

22. NUISANCES:

No obnoxious or offensive activity shall be carried on upon any portions of Fairway View nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any lot owner, tenant or guest thereof in any area of Fairway View thereby diminishing the enjoyment of other lots by their owners. No plant, animal, 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 Fairway View by the lot owners, tenants, and guests thereof, may be maintained. Developer reserves the right in its sole discretion to determine a nuisance, and upon ten (10) days' written notification to the lot owner by Developer, the activity must cease.

23. EROSION CONTROL:

Developer shall have the right to protect from erosion the land designated as areas upon which residential building shall take place, by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as providing drainage ways and/or dams or other means deemed expedient or necessary by Developer to provide and insure against such erosion. Developer, however, is under no duty to take such actions as hereinabove provided.

24. FIRES:

No outdoor fire shall be built within Fairway View. No leaves, trash, garbage or similar debris shall be burned except as permitted by Developer. Outdoor grilling shall be done with the greatest of care in view of fire and smoke hazards and general pollution.

25. SIGNS:

No signs, including "For Rent," "For Sale" or other similar signs shall be erected, placed, allowed or maintained on any lot by anyone, including but not limited to the lot owner, a realtor, a contractor or subcontractor, except with the written permission of Developer or as may be required by legal proceedings. If such permission is granted, Developer reserves the right to restrict size, color and content of such signs.

26. WATER COURSES:

No lake shall be constructed, neither shall the course of any stream be changed, nor any culverts installed in any stream without prior written approval of Developer.

27. ANIMALS:

No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other commonly domesticated household pets may be kept, provided that they are not bred or maintained for commercial purposes. Pets, when running loose, must be kept strictly within the boundaries of the owner's property. At all other times, they must be kept securely on a leash. No pets are permitted if they are kept so as to constitute a nuisance. Violation of this restriction shall allow Developer to prohibit the lot owner from keeping or maintaining such animals on subdivision property.

28. VACANT LOTS:

Unused and/or vacant lots are not to be trespassed upon for any reason.



29. HUNTING AND FIREARMS:

Hunting or trapping of animals, fowl or game is prohibited, and the discharge of firearms or bows or arrows for any purpose shall be prohibited.

30. EASEMENTS:

Developer reserves to itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain, and use electric telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, cable television, security cable equipment, telephone equipment, gas, sewer, water, or other private or public conveniences or utilities on, over, and under the rear and front five (5) feet of each lot, and then five (5) feet along all sides of each lot, and such other areas as shown on the applicable plats; provided further that Developer may cut drainways or utilize existing natural drainways for surface water wherever and whenever such action may appear to Developer to be necessary in order to maintain proper drainage and reasonable standards of health, safety and appearance. Developer further reserves unto itself, its successors and assigns, a perpetual alienable and releasable easement and right to cut any trees, bushes or shrubbery 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. Excluding the right to give easements to Developer and without Developer's consent in its absolute discretion, no lot owner may give easements through their property to other property owners for the purpose of roads or utilities.

Developer reserves the right to locate wells, pumping stations and tanks within any portion of Fairway View, provided, however, that if the owner of any lot upon which such pumping station, well or tank shall be located is other than Developer and the applicable recorded plat of such lot owner's property does not designate such property for use as aforesaid, then such pumping station, tank or well shall not be located upon such lot owner's property without the permission of such lot owner.

In addition, Developer reserves unto itself, its successors and assigns, a perpetual alienable and releasable easement and right on and over and under all lots to dispense pesticides and take other action which in the opinion of Developer is necessary or desirable to control insects and vermin. The Developer reserves the right to cut fire breaks and other activities which in the opinion of Developer are necessary to control fires. Developer, however, is under no duty to take such actions as hereinabove provided.

31. TRESPASS:

Whenever Developer is permitted by these covenants to correct, repair, clean, preserve, clean out or do any action on any lot or on the easement areas adjacent thereto, entering such lot or easement area and taking such action shall not be deemed a trespass on the part of Developer.

32. Enforcement:

A. All covenants, restrictions and affirmative obligations set forth herein shall run with the land and shall be binding on all parties and persons claiming under them.

B. Enforcement of these covenants and restrictions shall be by any proceeding at law or equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain or enjoin violations, or to recover damages, or in addition to the lien enforcement rights set out in Article 2 of Chapter 44A of the North Carolina General Statutes, by any appropriate proceeding at law or equity against the land to enforce any lien created by these covenants. The remedies given therein are distinct, cumulative remedies and the exercise of any of them shall not be deemed to exclude the rights of Developer to exercise any or all of the others or those which may be permitted by law or equity. The failure to enforce any rights, restrictions or conditions contained herein, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bear or affect its enforcement. Any person entitled to file a legal action for violation of these covenants shall be entitled as part of any judgment in favor of the filing party to recover reasonable attorney's fees as a part of such action.

33. FUTURE RESTRICTIONS:

Developer reserves the right in each instance to add additional restrictive covenants in respect to lands conveyed in the future by or to the Developer and to amend these covenants and restrictions from time to time, but such amendments shall not at any time alter the rights which shall have already been vested in any person or entity prior to such amendments.

34. SEVERABILITY:

Should any covenant, restriction, article, paragraph, subparagraph, sentence, clause, phrase or term herein contained be declared to be void, invalid, illegal or unenforceable, for any reason whatsoever, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect any other provisions hereof which are hereby declared to be severable

and which shall remain in full force and effect.

35. RESPONSIBILITY FOR OTHERS:

Lot owners are obligated to assume the responsibility that any and all dependants, guests, servants, visitors and building contractors working for the lot owner observe and maintain all the rules, regulations, covenants and restrictions binding the lot owners themselves.

36. LEASING OR RENTING:

A lot owner may lease or rent the family dwelling unit owned by such lot owner; provided, however, that the tenant or lessee shall be bound by all covenants and restrictions contained herein. At no time may a lot owner lease or rent a portion of the family dwelling unit unless the entire family dwelling unit is leased or rented.

37. VARIANCES:

In case of hardship and for good cause shown, Developer may in its sole discretion grant variances from any of these covenants and restrictions. The decision of Developer to grant or not grant variances as herein provided is based upon Developer's sole and absolute discretion.

38. SPECIAL RESTRICTIONS AFFECTING ALL LOTS ABUTTING GOLF COURSES:

Although Developer does not include within the subdivision any recreational facilities, some lots may abut a golf course. For those lots only, the following special restrictions apply:

A. The landscaping pattern of that portion of any residential lot within fifty (50) feet of the lot line bordering a golf course shall be in general conformity with the overall landscaping pattern for the golf course area as communicated to the lot owner by Developer.

B. No fence shall be erected or maintained along or near a lot line adjoining the golf course; all other fences shall be subject to the requirements of section 6 hereof.

C. Until such time as a family dwelling unit is constructed on a residential lot, Developer reserves an easement to permit and authorize registered golf course players to enter upon such lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. Lot owners are encouraged to allow golf course players to enter their lot to recover golf balls.

D. All lot owners shall be obligated to refrain from any actions which would detract from the playing qualities of the

golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning trash, leaves or other debris, the maintenance of dogs or other pets on the lot under conditions interfering with play in any way, and permitting children to be on the fairway in such a manner as to interfere with play in any way.

E. As an owner adjoining the golf course, the lot owner is aware that continuous maintenance is required on the golf course and that these activities are not considered a nuisance.

39. HOMEOWNERS ASSOCIATION:

There will be a Fairway View Homeowners Association ("Association") formed by the Developer for the purpose of maintaining the private roads, any private utilities, and any common areas. Such Association would have the authority to charge and collect assessments from lot owners as might be necessary to properly and adequately maintain the private roads, any private utilities, and any common areas. These assessments shall be enforced and become a lien in favor of the Association if unpaid in accordance with Section 32B hereof.

The Developer reserves for itself and its successors in interest the right to assign and transfer to the Association all or any portion of (i) the interests of the Developer in the private roads, in any private utilities, and in any other common area or property interests within the subdivision; and (ii) the rights, powers, duties, and obligations of the Developer set forth in this Declaration of Restrictions.

40. JOINDER:

Bill B. Wiggins and Edna T. Wiggins, husband and wife, and William F. Wolcott, III, Trustee under that certain Deed of Trust recorded in Deed of Trust Book 1661, at Page 223, of the Buncombe County Public Registry, join herein for the purposes of consenting to this Declaration of Restrictions.

IN WITNESS WHEREOF, said BAWL PROPERTIES, LLC, Bill B. Wiggins, Edna T. Wiggins, and William F. Wolcott, III, as Trustee, the parties have caused these presents to be signed in its limited liability company name by its duly authorized

Manager, or personally, as applicable, this the 25th day of September, 1996.

BOWL PROPERTIES, LLC  
A North Carolina Limited Liability Company

BY: Dewey V. Andrew (SEAL)  
Manager

Bill B. Wiggins (SEAL)  
BILL B. WIGGINS

Edna T. Wiggins (SEAL)  
EDNA T. WIGGINS

William F. Wolcott, III (SEAL)  
WILLIAM F. WOLCOTT, III  
Trustee

STATE OF NORTH CAROLINA  
COUNTY OF HUNCOMBE

I, a Notary Public of the County and State aforesaid, certify that Dewey V. Andrew personally came before me this day and acknowledged that he is Manager of BOWL PROPERTIES, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of the company, executed the foregoing instrument. Witness my hand and official stamp or seal, this 25TH day of SEPTEMBER, 1996

Valerie H. Ryan  
Notary Public

My Commission Expires:

3/22/2000



STATE OF TN

COUNTY OF Montgomery

I, a Notary Public of the County and State aforesaid, certify that BILL B. WIGGINS and wife, EDNA T. WIGGINS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this 25 day of Sept, 1996.

Peggy G. Byrd  
Notary Public



My Commission Expires:

Aug 17, 1998

STATE OF NORTH CAROLINA

COUNTY OF HUNCOMBE

I, a Notary Public of the County and State aforesaid, certify that WILLIAM F. WOLCOTT, III, Trustee, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, this 25th day of September, 1996.

Valerie H. Ryan  
Notary Public



My Commission Expires:

3/22/2000

State of North Carolina, County of Buncombe

Each of the foregoing certificates, namely of

Valerie H. Ryan + Peggy G. Byrd

a notary or Notaries public of the State and County designated is hereby certified to be correct.

Filed for registration on this the 3 day of October, 1996 at 2:07 P.M.

Otto W. DeBruhl

OTTO W. DeBRUHL  
Register of Deeds, Buncombe County

Judy R. Smith

Asst/Dep. Register of Deeds