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SHERRI C. ROGERS
REGISTER OF DEEDS
BY: TARA E. REINHOLD
DEPUTY

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STATE OF NORTH CAROLINA
COUNTY OF HAYWOOD

References:

Deed Book 566, Page 960	Deed Book 766, Page 642
Deed Book 584, Page 1330	Deed Book 776, Page 1469
Deed Book 586, Page 1079	Deed Book 786, Page 394
Deed Book 608, Page 627	Deed Book 807, Page 2394
Deed Book 649, Page 201	Deed Book 904, Page 633
Deed Book 707, Page 365	Deed Book 1047, Page 1135

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for The Willows Property Owners Association, Inc. (the "Declaration") is made this 18th day of June, 2025 (the "Effective Date"), by THE WILLOWS PROPERTY OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation (henceforth, "Association"). This Declaration replaces in its entirety any and all previous Declarations and Amendments.

BACKGROUND FACTS

WHEREAS, on **July 25, 2003**, Frank P. Petzold, Jr. and joined by his spouse, Connie V. Petzold (collectively "Declarant"), recorded a Declaration of Covenants, Conditions and Restrictions (**FIRST DECLARATION**) at Book 566, Page 960, Haywood County North Carolina Registry, subjecting the following real property to certain easements, restrictions, covenants and conditions, said easements, restrictions, covenants and conditions to run with the land:

"Being Lot Nos. 1, 2, 4 through 13, The Willows, Section One, being shown and described on a plat of survey by Vaughn & Melton, dated May 14, 2003, as recorded in Cabinet C, Slot 3343, Haywood County Registry, to which reference is hereby made for a more complete and particular description thereof."

WHEREAS, on **January 7, 2004**, Frank P. Petzold Jr. and joined by his spouse, Connie V. Petzold, as well as the owners of lots 9, 10, 11 and 12, recorded an Amendment of Declaration of Covenants, Conditions and Restrictions for The Willows Section One, lots 9, 10, 11 and 12 in Book 584, Page 1330, Haywood County North Carolina Registry. The recorded Amendment was not signed by any of the lot owners.

WHEREAS, on **January 29, 2004**, Frank P. Petzold, Jr. and joined by his spouse, Connie V. Petzold, as well as the owners of lots 9, 10, 11 and 12, recorded an Amendment of Declaration of Covenants, Conditions and Restrictions for The Willows Section One, lots 9, 10, part of 11 and 12 in Book 586, Page 1079, Haywood County North Carolina Registry. The recorded Amendment was signed by one lot owner.

WHEREAS, on **September 9, 2004**, Frank P. Petzold, Jr. and joined by his spouse, Connie V. Petzold, recorded a Declaration of Covenants, Conditions and Restrictions (**SECOND DECLARATION**) at Book 608, Page 627, Haywood County North Carolina Registry, subjecting the following real property to certain easements, restrictions, covenants and conditions, said easements, restrictions, covenants and conditions to run with the land:

*“Being **Lot Nos. 14 through 36**, The Willows, Section Two, being shown and described on a plat of survey by Vaughn & Melton, dated August 16, 2004, as recorded in Cabinet C, Slot 3780, Haywood County Registry, to which reference is hereby made for a more complete and particular description thereof.”*

WHEREAS, on **November 9, 2005**, Frank P. Petzold, Jr. and joined by his spouse, Connie V. Petzold, recorded a Declaration of Covenants, Conditions and Restrictions (**THIRD DECLARATION**) at Book 649, Page 201, Haywood County North Carolina Registry, subjecting the following real property to certain easements, restrictions, covenants and conditions, said easements, restrictions, covenants and conditions to run with the land:

*“Being **Lot Nos. 37 through 56**, The Willows, Section 3, being shown and described on a plat of survey by Vaughn & Melton, dated September 7, 2005, as recorded in Cabinet C, Page 4223, Haywood County Registry, to which reference is hereby made for a more complete and particular description thereof.”*

WHEREAS, on **June 6, 2007**, Frank P. Petzold, Jr. and joined by his spouse, Connie V. Petzold, recorded a Declaration of Covenants, Conditions and Restrictions (**FOURTH DECLARATION**) at Book 707, Page 365, Haywood County North Carolina Registry, subjecting the following real property to certain easements, restrictions, covenants and conditions, said easements, restrictions, covenants and conditions to run with the land:

*“Being **Lot Nos. 57 through 82**, The Willows, Section 4, being shown and described on a plat of survey by Vaughn & Melton, dated February 27, 2007, as recorded in Cabinet C, Page 4918, Haywood County Registry, to which reference is hereby made for a more complete and particular description thereof.”*

WHEREAS, on **July 30, 2009**, The Willows Property Owners Association, Inc. entered into a “Waiver and Agreement” between Alex J. Ramos and wife, Lynette M. Ramos, waiving all member rights of Lot 56 with The Willows Property Owners Association, Inc., as recorded in Book 766, Page 642, Haywood County Registry. Lot 56 will NOT be made subject to this Amended and Restated Declaration.

WHEREAS, on **January 22, 2010**, Frank P. Petzold, Jr. and joined by his spouse, Connie V. Petzold, recorded a Declaration of Covenants, Conditions and Restrictions (**FIFTH DECLARATION**) at Book 776, Page 1469, Haywood County North Carolina Registry, subjecting the following real property to certain easements, restrictions, covenants and conditions, said easements, restrictions, covenants and conditions to run with the land:

*“Being **Lot No. 89** of The Willows, being shown and described on a plat of survey of lots 85, 87, 89 The Willows, by Vaughn & Melton, dated November 19, 2009, as recorded in Cabinet C, Page 5664, Haywood County Registry, to which reference is hereby made for a more complete and particular description thereof.”*

WHEREAS, on **July 26, 2010**, Frank P. Petzold, Jr. and joined by his spouse, Connie V. Petzold, recorded a Declaration of Covenants, Conditions and Restrictions (**SIXTH DECLARATION**) at Book 786, Page 394, Haywood County North Carolina Registry, subjecting the following real property to certain easements, restrictions, covenants and conditions, said easements, restrictions, covenants and conditions to run with the land:

*“Being **Lot Nos. 93/95WI and 97WI** of The Willows, being shown and described on a plat of survey of lots 93/95WI & 97WI, The Willows, by Vaughn & Melton, dated July 14, 2010, as recorded in Cabinet C, Page 5772, Haywood County Registry, to which reference is hereby made for a more complete and particular description thereof.”*

WHEREAS, on **August 15, 2011**, Frank P. Petzold, Jr. and joined by his spouse, Connie V. Petzold, recorded a Declaration of Covenants, Conditions and Restrictions (**SEVENTH DECLARATION**) by the recitation in Exhibit B of a Deed from Frank P. Petzold and wife, Connie V. Petzold, to Micah T. Johnson and wife, Kimberly T. Green, recorded on August 15, 2011 at Book 807, Page 2394, Haywood County Registry, subjecting the following real property to certain easements, restrictions, covenants and conditions, said easements, restrictions, covenants and conditions to run with the land:

*“Being **Lot No. 92**, The Willows, being shown and described on a plat of survey by Vaughn & Melton, dated July 14, 2009, as recorded in Cabinet C, Page 5562, Haywood County Registry, to which reference is hereby made for a more complete and particular description thereof.”*

WHEREAS, **Lot 94** of The Willows, being shown and described on a plat of survey of Lot 94, The Willows, by Vaughn & Melton, dated March 14, 2016, as recorded in Cabinet C, Page 7066, Haywood County Registry, was made subject to the “**SIXTH DECLARATION**” by the recitation in Exhibit A of a Deed from Frank P. Petzold, Jr. and wife, Connie V. Petzold by AIF Frank P. Petzold, Jr. to Robert C. Green and daughter, Kimberly T. Green, as joint tenants with right of survivorship, recorded on **April 15, 2016** at Book 904, Page 633, Haywood County Registry.

WHEREAS, Lot 99 & existing lot 97 of The Willows, being shown and described on a plat of survey Combination of Lot 99 and Existing Lot 97, The Willows, by Lawrence Kevin Ensley, dated September 7, 2021, as recorded in Cabinet D, Page 1552, Haywood County Registry, was made subject to the **“SIXTH DECLARATION”** by the recitation in Exhibit A of a Deed from Frank P. Petzold, Jr. and wife, Connie V. Petzold to Craig Eugene Harris and wife, Winifred Jones Harris, recorded on **November 9, 2021** at Book 1047, Page 1135, Haywood County Registry.

NOW THEREFORE, The Association wishes to unify each of the seven (7) individual Declarations by the recording of a Declaration that amends and restates each individual Declaration, and any Amendments, into ONE Amended and Restated Declaration. This Amended and Restated Declaration shall supersede and replace the **“FIRST DECLARATION,” “SECOND DECLARATION,” “THIRD DECLARATION,” “FOURTH DECLARATION,” “FIFTH DECLARATION,” “SIXTH DECLARATION”** and **“SEVENTH DECLARATION”** and all amendments recorded prior to the recording of this instrument. Article VIII, Section 3 of the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Declarations provide that those Declarations may be amended by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners.

NOW THEREFORE, The Association hereby declares that all of the properties in The Willows shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, and which shall run with the 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, which are for the following purposes:

- A. To insure the best use and most appropriate development and improvements of the described Lots;
- B. To protect the Owners of “The Willows” Subdivision against any improper use that will impair or depreciate the value of the property and/or other Lots in the Subdivision;
- C. To guard against poorly designed and proportioned structures and structures built of improper or unsuitable material as regulated and controlled by Haywood County Building Codes and North Carolina Building Codes;
- D. To preserve, so far as practical, the natural beauty of “The Willows” Subdivision;
- E. To encourage the building of homes with appropriate locations on said building sites and to secure and maintain proper setbacks from streets, ridges and adjacent property lines; and
- F. To ensure that all work performed by any contractor working in “The Willows” Subdivision must be done in accordance and must comply with all Haywood County and North Carolina codes, slope and pre-development ordinances.

ARTICLE I DEFINITIONS

The following terms used in this Declaration are defined as follows:

1.1 “Association” shall mean and refer to The Willows Property Owners Association, Inc., its successors and assigns.

1.2 “Assessment” means those charges made by the Association against each Lot for the purposes set forth in this Declaration.

1.3 “Board” means the duly elected Board of Directors of the Association.

1.4 “Common Elements” means all gates, landscaping, roads, cul de sacs, together with any area in which the Association has an easement or right and an obligation of maintenance thereof.

1.5 “Common Expenses” means expenses for the maintenance, upkeep, repair, replacement and improvement of the Common Elements and the improvements located on the Common Elements, and to provide all common community services required or desired within “The Willows” Subdivision for the general use and benefit of all Owners.

1.6 “Construction Period” shall begin with the approval date of a building permit issued by Haywood County Building Inspections and end with the approval date of a Certificate of Occupancy issued by Haywood County Building Inspections.

1.7 “Declaration” means this Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Willow Property Owners Association, Inc.

1.8 “Declarant” shall mean and refer to Frank “Skip” P. Petzold, Jr.

1.9 “Director” means a member of the Board.

1.10 “Effective Date” is the date upon which something is considered to take effect, which may be a past, present or future date.

1.11 “Governing Documents” means this Declaration, any Supplemental Declaration, and the Articles of Incorporation and the By-Laws of the Association, as the same may be amended from time to time and filed on record. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, this Declaration and any Supplemental Declaration, the Articles of Incorporation, and the By-Laws, in that order, shall control.

1.12 “Impact Fee” shall mean the fee levied before an Owner can begin new construction of a residential dwelling on their Lot, said fee being for the purpose of defraying the cost of maintenance or repair to the road system due to construction activities upon their Lot.

1.13 “Lease” shall mean a contractual agreement for the regular, exclusive occupancy of a residential dwelling unit by any person other than the Lot Owner, or the immediate family of the Lot Owner, for which the Lot Owner receives, or the tenant provides, any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

1.14 “Lot” shall mean and refer to any plot of land shown upon said recorded subdivision plat map of the Properties.

1.15 “Member” means any Owner of a Lot.

1.16 “Mobile Home,” also referred to as a “Manufactured Home,” shall mean and refer to a home which is built in a factory and delivered to the end user on its own steel trailer and axle system. This type of home is installed at the home site, leaving the steel frame in place as part of the floor structure of the home itself. The wheels and axles may or may not be removed. Refer to NCGS §143-143.9 (6) and NCGS §143-145 (7) for definition of “manufactured home.” This type of home is NOT ALLOWED in The Willows.

1.17 “On-Frame Modular Home” shall mean and refer to a home built with a permanent steel frame. An on-frame modular home is considered manufactured housing and conforms to HUD building code. This type of home is NOT ALLOWED in The Willows.

1.18 “Off-Frame Modular Home” shall mean and refer to a home built without a steel frame underneath and is lifted by a crane onto a foundation at the home site. An off-frame modular home is not considered manufactured housing and must conform to all local building codes in the jurisdiction in which they are permanently located. This type of home IS ALLOWED in The Willows. The roof pitch for any “Off-Frame Modular Home” shall be at least a 7/12 pitch.

1.19 “Outbuilding” shall mean and refer to a structure not attached to the primary residential dwelling on an Owner’s Lot. This may include a tool shed, gazebo, chicken coop, playhouse, garage, animal shelter, greenhouse, carport, she shed, barn, workshop, studio shed, pool house, storage shed, wood shed, etc.

1.20 “Owner” or “Lot Owner” shall mean and refer to the recorded owners, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.21 “Planned Community Act” shall mean and refer to the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes, that governs the creation, operation, and destruction of a planned community in the state of North Carolina.

1.22 “Plat” or “Plat-Map” shall mean a map of a particular neighborhood, subdivision or tract of land, detailing where the original surveyors established property lines and separated each parcel or lot.

1.23 “Properties” shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.24 “Short-Term Rental” According to the North Carolina Vacation Rental Act, a short term rental is a rental of a residential property for a period of less than 90 days.

1.25 “Stick-Built Home” shall mean and refer to a home that is built 100% on-site from the ground up.

1.26 “Supplemental Declaration” means any future Declaration that incorporates the provisions of this Declaration in the Supplemental Declaration by reference and which shall apply to Lots being annexed to The Willows Subdivision according to the terms and provisions contained in this Declaration.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

2.1 Membership. Every Owner of a Lot, including Declarant with unsold Lots, as shown on said recorded Subdivision plat maps shall be a Member of The Willows Property Owners Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to the assessment. Each new Member shall be required to provide actual notice to the Association within ten (10) days from the date of his acquisition of title to property within “The Willows” Subdivision qualifying him for membership in the Association.

2.2 Voting Rights. Each Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to a Lot. In the event of disagreement among such persons, such persons shall not be recognized and such vote or votes shall not be counted. After notice and opportunity to be heard, as required by N.C. Gen. Stat. § 47F-3-102 (11) (12) of the North Carolina Planned Community Act, the Board may prohibit any Owner from voting, either in person or by proxy, if such Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any assessment payment due the Association.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

3.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excluding the Declarant with unsold lots, by acceptance of a deed is deemed to covenant and agree to pay to the Association:

- A. Annual assessments;
- B. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and
- C. Individual assessments levied against an individual Lot Owner for damage inflicted on any Common Element.

The annual, special, and individual assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due.

3.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively:

- A. To promote the recreation, health, safety and welfare of the residents in "The Willows" Subdivision;
- B. To maintain any gates located in "The Willows" Subdivision;
- C. To maintain the lawn care and landscaping located within "The Willows" Subdivision;
- D. To maintain and repair "The Willows" Subdivision roads, culverts, swells, and ditches;
- E. To participate in the maintenance of the private access road leading to "The Willows" Subdivision known as Upward Way Road. Said participation shall be based on payment equal to a proportionate share of the annual assessment being charged to each Lot Owner in "The Willows;" and
- F. For any other purposes as are consistent with this Article and as may be directed by the Association.

Failure or neglect of the Association to maintain "The Willows" Subdivision roads, which result in failure or damage to the roads, shall not be imputed to the Declarant, and under no circumstances shall Declarant assume responsibility for such failure or neglect on the part of the Association. Declarant accepts no responsibility for any damage to "The Willows" Subdivision roads, now or in the future, due to acts caused by nature.

3.3 Determination of Assessments. Within thirty (30) days after the adoption of any proposed budget by the Board of Directors, the Board shall provide to all Owners a summary of the budget and notice of a meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board shall set a date for a meeting of the Owners to consider ratification of the budget. Such meeting to be held not less than thirty (30) nor more than sixty (60) days after mailing of the summary of the budget and notice of the meeting. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless, at that meeting, a majority of all the Owners in the Association rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

The Assessment for the fiscal year shall be determined based upon the budget adopted by the Board and ratified by the Owners (N.C. Gen. Stat. § 47F-3-103 (c)). The Association shall then promptly notify all Owners in writing of the amount of the Assessment for each Lot for the upcoming fiscal year.

3.4 Annual Assessments. As of the recording of this “Declaration,” the annual assessment shall be Four Hundred and Forty Five Dollars (\$445.00) per Lot and shall be due the first day of January of each and every year, or as modified by the Board of Directors. Prior to the recordation of this Amended and Restated Declaration, for every two adjacent lots combined and recorded with the Haywood County Tax Administration, Members shall pay one annual assessment. The annual assessment may be increased by the Board of Directors, each year, up to but not more than ten percent (10%) above the annual assessment from the previous year. The annual assessment may be increased above 10% by a vote of two-thirds ($\frac{2}{3}$) of the membership who are voting in person or by proxy at a meeting duly called for such purpose.

Annual assessments are not prorated. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of issuance.

3.5 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, provided that any such assessment shall have the assent of two-thirds ($\frac{2}{3}$) of the votes of the Members who are voting in person or by proxy at a meeting called for this purpose.

3.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and will be collected on an annual basis.

3.7 Individual Assessments. If a Lot Owner is legally responsible for damage inflicted on any Common Element, the Association may direct such Lot Owner to repair such damage, or the Association may itself cause the repairs to be made and recover damages from the responsible Lot Owner (N.C. Gen. Stat. § 47F-3-107(b)).

3.8 Impact Fee. In addition to the annual and special assessments authorized above, the Association will levy an impact fee which is immediately due and payable when an Owner obtains from the appropriate governmental authority a building permit for the construction of a residential dwelling. Said impact fee is to be applied to the cost of maintenance or repair to the road system due to the construction activities upon individual Lots. Written notice, quorum, or voting is not required for collection of the impact fee. As of the recording of this “Declaration,” the impact fee is One Thousand Five Hundred and Fifty Eight Dollars (\$1558.00). The impact fee may be increased by the Board of Directors of the Association each year in an amount up to but not more than ten percent (10%) above the impact fee from the previous year.

3.9 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum with an additional late fee not to exceed the greater of twenty dollars (\$20.00) per month, or ten percent (10%) of any assessment installment unpaid (N.C. Gen. Stat. § 47F-3-115; N.C. Gen. Stat. § 47F-3-102 (11)). The Association may bring an action at law against the Owner personally obligated to pay pursuant to N.C. Gen. Stat. § 47F-3-116. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the subdivision roads, access roads or abandonment of his Lot.

3.10 Surplus Funds. The Association shall not be obligated to spend in any year all the assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the annual assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board of Directors, in its discretion, may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

ARTICLE IV MEETINGS, NOTICE AND QUORUM

4.1 Meetings and Notice. The NC Planned Community Act requires that a meeting of the Association be held at least once each year. Special meetings of the Association may be called by the President, a majority of the Board, or by Lot Owners having ten percent (10%), or any lower percentage specified in the Bylaws, of the votes in the Association. Written notice of any meeting shall be sent to all Members not less than 30 days nor more than 60 days notice by hand-delivery or prepaid U.S. Mail to the mailing address of each Lot or to any other mailing address designated in writing by the Lot Owner, or sent by electronic means, including by electronic mail to an electronic mailing address designated in writing by the Lot Owner.

4.2 Meeting Quorum. A quorum is present throughout any meeting if persons entitled to cast 60% of the votes of the Association are present in person or by proxy at the beginning of the meeting. If business cannot be conducted because a quorum is not present, the meeting may be adjourned to a later date by a majority vote of those present in person or by proxy. Notwithstanding any provision to the contrary in the Declaration or the Bylaws, the quorum requirement at the next meeting is one half of the quorum requirement applicable to the meeting adjourned for lack of quorum. This provision continues to reduce the quorum by fifty percent (50%) from the previous meeting until such time as a quorum is present and business can be conducted. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE V RESTRICTIONS

BUILDING RESTRICTIONS

5.1 Residential Use. All Lots shall be used for single-family residential purposes only. No structure shall be erected, placed, altered or permitted to remain on any Lot other than one (1) detached, single-family residence dwelling and related structures incidental to the residential use of the Lot. One (1)

accessory dwelling unit (ADU) per existing single-family dwelling shall be permitted and must comply with all applicable local, state, and federal laws. Prior to the construction of a residential dwelling and/or ADU, Lot Owner shall submit their siting and construction plans to the Board of Directors to confirm compliance with the building restrictions listed below.

Commercial use, manufacturing, mercantile, daycare, storing, vending, congregate living, or multi-family use shall not be allowed; A home office or a home-based business shall be permitted; however, no activity which hosts invitees from the general public shall be allowed as outlined in Section 5.21. Short-term and long-term rentals are permitted.

5.2 Types of Homes Allowed. “Stick-Built Homes” and “Stick-Built Off-Frame Modular Homes” are allowed to be constructed in The Willows. A “Stick-Built Home” shall mean and refer to a home that is built 100% on-site from the ground up in accordance with all local, state and regional building codes for the destination site. This is the most common and traditional building method. A “Stick-Built Off-Frame Modular Home” shall mean and refer to a home which is built in sections in a climate-controlled factory setting and then transported and assembled on the home site. “Stick-Built Off-Frame Modular Homes” do not contain a steel floor, axles or wheels and are built according to local, state and regional building codes for the destination site. The roof pitch for any “Stick-Built Off-Frame Modular Home” shall be at least a 7/12 pitch.

5.3 Types of Homes Not Allowed. Mobile homes, manufactured homes, and On-Frame Modular Homes are NOT allowed in The Willows. These types of homes are regulated by HUD, the Housing and Urban Development division of the federal government. Any type of home built on a steel frame and delivered on its own wheels and axles, whether or not the frame, wheels and axles of such a home are removed at the home site, will NOT be allowed in The Willows.

5.4 Temporary Structures for Housing Not Allowed. No structure of a temporary character (mobile home, manufactured home, tent, trailer, camper/RV, shack, shed, basement, partially completed residential dwelling, temporary garage, earth-covered structure or any other temporary outbuilding) shall, at any time, be used as a residence, either temporarily or permanently. The exception to this restriction is when a Lot Owner, who has received prior approval from the Board of Directors, may park one (1) Recreational Vehicle (RV) on their Lot to be used for temporary housing during the “Construction Period” of their residential dwelling as outlined in Section 5.8.

5.5 Dwelling Size and Height. Any one-story dwelling erected upon any Lot shall contain not less than 1,200 square feet, outside measurement of enclosed floor heated area exclusive of porches, decks, bridgeways, carports, steps and garages. Any two-story dwelling erected upon any Lot shall contain not less than 1,000 square feet on the first level and a minimum total of 1,500 square feet, outside measurement of enclosed floor heated area exclusive of porches, decks, bridgeways, carports, steps and garages.

No dwelling shall exceed two (2) stories or forty (40) feet in height, including open porches and garages and excluding the foundation/basement area.

5.6 Setbacks. No building shall be constructed within the minimum building setback lines as follows: a) Twenty (20) feet from the boundary line of the Subdivision road right of way adjacent to said building; and b) Twenty (20) feet from any Subdivision Lot line not adjoining the Subdivision road. The Board of Directors may issue a variance with regard to setbacks when such setbacks shall constitute a hardship for any Lot Owner. Any such variance issued shall be recorded with the Haywood County Register of Deeds.

5.7 Completion of Construction. Construction of a residential dwelling upon any Lot shall be completed within the “Construction Period” of eighteen (18) months. For the purposes of this Section, “Construction Period” shall begin with the approval date of a building permit issued by Haywood County Building Inspections and end with the approval of a Certificate of Occupancy issued by Haywood County Building Inspections.

The Board of Directors may grant extensions where such completion is made impossible because of matters beyond the control of the Owner such as strikes, casualty losses, national emergencies or acts of God. Any construction on an Owner’s Lot not completed within the “Construction Period,” approved by the Board of Directors in advance, shall be deemed to be a nuisance. The Association, their successors or assigns, may remove any such nuisance or repair or complete the same at the cost of the Lot Owner upon which said nuisance may exist.

5.8 Recreational Vehicle (RV) Use During Home Construction. A recreational vehicle (RV) will be permitted, upon prior approval by the Board, for use during the construction of a residential dwelling. The following conditions must be satisfied before a Lot Owner may park one (1) RV on their Lot:

- A. The Board has approved, in writing, the site and construction plans;
- B. The Lot Owner has signed a contract with the Board outlining the terms and conditions for obtaining an “RV Use Permit;”
- C. The Lot Owner has obtained a permanent residential address from the Haywood County Addressing Office;
- D. The Lot Owner has obtained an approved building permit from Haywood County Building Inspections;
- E. The Lot Owner has paid the impact fee to the Association’s treasurer; and
- F. The Lot Owner has installed the following items on their construction site that meets the requirements and is approved by Haywood County:
 - 1. An approved and operating water source (well or spring);
 - 2. An approved and operating septic system;
 - 3. An approved and operating temporary power pole;
 - 4. A stone or gravel driveway complete with a culvert and water ditch line, if applicable; and

5. An inspection box that is accessible and contains the approved house plans and building permit.

LOT USE RESTRICTIONS

5.9 Subdivision of Lot. A Lot Owner may not subdivide, or change the boundary lines of numbered Lots as shown upon recorded Subdivision plat maps for “The Willows” Subdivision. Any Lot Owner who previously combined two adjacent Lots into one larger Lot, with the Haywood County Tax Administration, may subdivide their Lot back to the original platted boundary lines as shown upon recorded plat maps for “The Willows” Subdivision.

5.10 Household Pets, Livestock and Poultry. Household pets may be kept or maintained on any Lot. Additionally, livestock and poultry, with the exclusion of swine, may be kept or maintained on any Lot. No household pet, livestock or poultry may be kept on any Lot until after a Certificate of Occupancy has been issued by Haywood County Building Inspections and the Owner is residing on said Lot. The exception to this restriction is when a Lot Owner has received prior approval from the Board to park one (1) Recreational Vehicle (RV) on their Lot to be used for temporary housing during the “Construction Period” of their residential dwelling as outlined in Section 5.8. Household pets may be kept or maintained on Owner’s Lot as long as the Lot Owner is living in the Recreational Vehicle during the “Construction Period.”

In no event shall the commercial use or production of any animals, livestock or poultry be permitted. Household pets, livestock and poultry must be properly controlled and maintained within the boundaries of Owner’s Lot. The use of such pets, livestock or poultry shall not constitute a danger or nuisance to other Lot Owners or to the neighborhood.

5.11 Trash, Garbage, Junk, and Trade Materials. No trash or garbage shall be allowed to accumulate on any individual Lot, and it will be the responsibility of each Property Owner to discard trash and garbage at the nearest collection center. No Property Owner shall accumulate on any individual Lot any form of junk, including inoperative, wrecked, abandoned, or unregistered/unlicensed vehicles (passenger, commercial, recreational). No trade materials or inventories may be stored on any individual Lot.

5.12 Signs. No commercial signs or billboards except standard accepted real estate signs shall be erected or maintained on the premises.

5.13 Use of Vehicles, Motorcycles, Golf Carts and ATV’s (All-Terrain Vehicles). The use of any vehicle, motorcycles, golf carts and ATV’s (all-terrain vehicles) and other like recreational vehicles shall be limited to “The Willows” Subdivision roads and are expressly prohibited on horse trail or utility easements.

When possible, all Lot Owners having four-wheel drive vehicles, shall place such vehicles in four-wheel drive when traveling the gravel roads within “The Willows” Subdivision, as well as the private access road, Upward Way Road, in order to prevent unnecessary damage to such roads. It is understood by

all Lot Owners that inclement weather such as ice, snow, rain and sleet can limit ingress and egress in the mountain terrain of said Subdivision.

5.14 Speed Limit. The speed limit for any vehicle, motorcycle, golf cart, ATV or any other recreational vehicle shall be no more than twenty (20) miles per hour and shall not be operated in such a manner as to create excessive noise, dust, destruction or other nuisance to the neighborhood.

5.15 Noxious and Offensive Activities. No noxious or offensive activities or nuisances shall be permitted on any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. All valid laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction relating to any portion of "The Willows" Subdivision shall be complied with. The Board of Directors, in its sole discretion, shall have the power and authority to determine what constitutes a noxious, offensive, or annoying behavior.

5.16 Maintenance of Lots. Each Lot Owner shall keep and maintain his Lot and any improvements located thereon in good order, condition and repair and shall promptly perform all necessary maintenance and repair to said Lot and any improvements, which, if not performed, would negatively affect the Subdivision in its entirety. Should any Lot Owner fail to keep and maintain his Lot or any improvements thereon in good order, condition and repair, the Association may enter upon the Lot of any Owner for the purpose of repairing or maintaining said Lot and its improvements. The costs incidental to said maintenance and repair or replacements, including reasonable attorney's fees and other costs in connection with repairing or maintaining said Lot shall become the personal obligation of the Lot Owner and shall become a lien against the subject Lot with the same force and effect of a lien created by said Owner's failure to pay charges when due. This Section shall apply only to Lots which have been improved by the erection of a residential dwelling.

5.17 Compliance with Federal, State and Local Laws. The use of Lots within "The Willows" Subdivision must be in full compliance with all federal, state and local laws. Sanitary arrangements must meet all governmental health ordinances and approved types of septic systems. A certificate of compliance and/or approval from the Haywood County Health Department must be filed with the Association before construction is commenced. Construction on Lots must be in full compliance with Haywood County's Mountain Ridge Protection Ordinance.

5.18 Open Burning. Open burning on any Lot must not be commenced until a burn permit is obtained from the North Carolina Forest Service or the Haywood County Fire Marshal's office. Under no circumstances shall anything other than plant growth (leaves, logs, stumps, tree branches or yard trimmings) be burned per North Carolina Regulation 15A NCAC 2D.1900 "Open Burning." Recreational fires, portable outdoor fireplaces/fire pits, stationary outdoor fireplaces and stationary outdoor fire pits are regulated by the North Carolina Fire Prevention Code and do not require an open-burning operational permit. During periods of hazardous forest fire conditions or during air pollution episodes, a burn ban may be issued prohibiting all open fires.

5.19 Site Work by Lot Owners. Lot Owners, on occasion, may rough-cut a drive and turn around pad on selected parcels being offered for sale. Any site work on individual Lots is done solely for temporary access and is not preparation for a home site. The Association strongly recommends that each Lot Owner consult an engineer or professional to design and locate his or her driveway and house site.

5.20 Clear-cutting of Timber. Clear-cutting of timber on any Lot will be disallowed except for use as pasture, farmland or building site and in any event not to exceed forty (40) percent of the total acreage of any Lot.

5.21 Home Office. An Owner may maintain an office in the residential dwelling constructed on such Owner's Lot if:

- A. The occupation or activity is conducted entirely within the dwelling;
- B. The occupation requires no external alterations or the use of outdoor storage of machinery or equipment that creates noise, odor, smoke, dust or glare or is dangerous or otherwise detrimental to persons residing in the home or in adjacent Lots;
- C. No exterior evidence of the occupation or activity exists;
- D. No articles are displayed or otherwise offered for sale upon the Lot;
- E. There is no equipment or process inside that may disrupt neighboring dwellings; and
- F. Such an office generates no traffic by clients, customers or other persons related to the business.

5.24 Outbuildings. Examples of Outbuildings include: tool shed, gazebo, chicken coop, playhouse, garage, animal shelter, greenhouse, carport, she-shed, barn, workshop, studio shed, pool house, storage shed, wood shed, etc. and are to be used for their intended purpose. As stated in Section 5.4 Temporary Structures for Housing Not Allowed, no Outbuilding shall, at any time, be used as a residence either temporarily or permanently.

The erection or placement of any Outbuilding larger than twelve (12) feet in any direction requires a building permit and inspection from Haywood County Building Inspections. All Outbuildings, regardless of size, shall require the Lot Owner to submit their building and siting plans to the Board of Directors to confirm compliance with use and setback requirements.

5.25 Parking. Each Lot Owner shall provide sufficient space on his Lot for vehicle parking for himself, his family members residing on the Lot, and for his guests. Personal vehicles, camper/RV, boat, boat trailer, personal watercraft, utility trailer, farm-use vehicle or any other vehicle shall be licensed/registered, parked, and maintained on Owner's Lot. The long-term parking of the vehicles listed above shall not occur until after a Certificate of Occupancy has been obtained for construction of a new home or a residential dwelling already exists.

Since the roads and cul-de-sacs within “The Willows” Subdivision are private and maintained by the Association, personal vehicles, camper/RV, boat, boat trailer, personal watercraft, utility trailer, farm-use vehicle or any other vehicle shall not be parked or maintained on any road, cul-de-sac or Common Element. The exception to this section is for construction vehicles or equipment being used, on a temporary basis, for construction activity.

5.26 Discharge of Firearm/Target Practice. Lot Owners are prohibited from discharging a firearm or target practicing from dusk to dawn.

5.27 Hunting/Trapping. Hunting and trapping within “The Willows” Subdivision, a residential community, is prohibited.

ARTICLE VI EASEMENTS

6.1 Declarant Right of Way and Easement. Declarant does reserve to himself, his successors and assigns, from all conveyances of the land above described, a right of way and easement as shown on all Plats of Surveys recorded for “The Willows” Subdivision for the purposes of ingress and egress to all future phases of development of adjoining lands of Declarant whether now owned or hereafter acquired. The right and easement to the use of said roads may be assigned to such Association for the mutual use and benefit of subdivision Lot Owners.

6.2 Utilities. For all Plats of Surveys recorded for “The Willows” Subdivision, the Declarant reserves unto himself, his heirs, successors and assigns, a perpetual easement and right of way to erect, maintain and use electric and telephone lines, wires, cables, conduits, sewers, water mains and other suitable equipment for the transmission and use of electricity, telephone, gas, sewer, water or any other public conveniences or utilities. The utility easement along the outside boundary, rear, and side of each Lot in “The Willows” Subdivision will be as shown on the recorded Plat of Survey for that Lot.

Utility easements (including power lines) are not to be used to extend services beyond the property lines of this development, “The Willows” Subdivision, without the prior written permission of Declarant, his heirs and assigns.

The Declarant will not be responsible for the installation of any utilities, including but not limited to, electrical, water, sewer, septic systems, television cables, telephone lines or systems, or satellite dishes. The Declarant will not provide for or assume the cost of the utility services described herein, the cost of such services to be solely the expense of Lot Owners.

6.3 Additional Property. Declarant shall have the right, at his election without the consent of any Lot Owner or Owners, to bring within the coverage and operation of this Amended and Restated Declaration additional properties within “The Willows” Subdivision as may be developed in the future. The addition to property authorized hereby shall be made by filing of record in the office of the Register of Deeds of Haywood County, North Carolina, a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the operation and effect of the Covenants and Restrictions of this Amended and Restated Declaration to such additional property.

6.4 Communication Tower and Antenna. Declarant reserves unto himself, his heirs, successors and assigns, a perpetual twenty (20') foot easement and right of way to erect, maintain and use a communication tower and antenna along the ridgeline located within "The Willows" Subdivision.

ARTICLE VII PREVENTION OF EROSION

7.1 Erosion Control. No excavation or grading work on any Lot shall be performed until the Lot Owner obtains a Land Disturbing Permit from Haywood County Erosion and Sediment Control. No excavation or grading work on any Lot shall be performed in such a manner as to cause erosion upon or hardships to adjoining Lots or Common Element. The Owner of any Lot shall take any corrective actions required by state, local, governmental agencies, or by the Homeowners Association, for the purpose of implementing effective and adequate erosion control. If said Owner fails to take the specified corrective action immediately, the Homeowners Association may then exercise its right to enter upon the Lot in order to take the necessary corrective action. The cost of such work, when performed by the Association, shall be paid by said Owner of the Lot on which the work is performed. The provisions of this paragraph shall not be construed as an obligation on the part of the Declarants, his successors or assigns, to perform grading work or to construct or maintain erosion prevention devices.

7.2 Driveway Culvert and Water Ditch Line. Depending upon the location of the Lot Owner's driveway and the slope of the roadway, a driveway culvert and/or water ditch line may not be required. If a driveway culvert is required, Lot Owner must provide and install, if one does not exist, a minimum of one (1) corrugated culvert with minimum dimensions of fifteen (15") inches in diameter and thirty (30') feet long to allow proper drainage of roadways and property. If a water ditch line is required, Lot Owner must construct a minimum fifty-foot (50') water ditch line as his or her driveway is constructed. The 50' ditch line provides drainage along the drive into the upper end of the culvert. The purpose of this ditch line is to direct water surplus from the driveway into the culvert and not allow water run-off onto the common road system. The installation of the driveway culvert and water ditch line will be the sole cost of the Lot Owner and must be installed at the time driveway construction is commenced. During and after such construction, Lot Owner must maintain and restore the Subdivision road to its original condition, prior to construction, including but not limited to replacing road bond on the road right of way.

ARTICLE VIII GENERAL PROVISIONS

8.1 Access or Continuation to an Adjacent or Contiguous Property. The property, roads and utilities of "The Willows," present or future phases of "The Willows," shall not be used for access or continuation to an adjacent or contiguous property, exclusive of the Declarant, his heirs, assigns, or of record, unless written permission is granted by the Declarant and recorded in the Haywood County Clerk's Office.

8.2 Enforcement. The Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amended and Restated Declaration. Failure by the Association or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.3 Severability. 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.

8.4 Amendment. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Association herein reserves the right to amend these restrictions by written amendment signed by not less than seventy-five (75%) percent of the Lot Owners. Any approved amendments must be recorded. Any such amendment shall not affect the lien of any mortgage then encumbering any of the properties within "The Willows" or remove from Declarant the powers herein granted, or impair Declarant in completing the development and sale of all Lots in "The Willows."

ARTICLE IX VARIANCES

The Board of Directors of The Willows Property Owners Association, in its discretion may allow reasonable variances and adjustments of these Restrictions in order to alleviate practical difficulties and hardship in their enforcement and operation. Any such variances shall not violate the spirit of the intent of this document to create a subdivision of Lots owned in fee by various persons.

To be effective, a variance hereunder shall be recorded in the Haywood County Register of Deeds Office, shall be executed on behalf of the Association, and shall refer specifically to this Declaration.

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IN WITNESS WHEREOF, the undersigned President of The Willows Property Owners Association, Inc. hereby certifies that the above Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Willows were duly adopted by the Association and its membership.

This 2nd day of July, 2025.

THE WILLOWS PROPERTY OWNERS ASSOCIATION, INC.

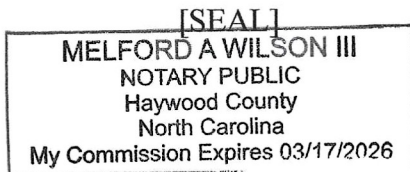
by: _____

President

STATE OF NORTH CAROLINA
COUNTY OF HAYWOOD

I, Melford A. Wilson III, Notary Public for said County and State,
certify that Christopher Shane Trathauer personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 2nd day of July, 2025.



[Signature]
Notary Public

My commission expires 03/17/2026.