

**2020001089**

TRANSYLVANIA CO, NC FEE \$26.00

PRESENTED &amp; RECORDED:

02-28-2020 03:01:13 PM

CINDY M OWNBEY

REGISTER OF DEEDS

BY: BETH C LANDRETH

ASSISTANT

**BK: DOC 912****PG: 249-251**

## PROTECTIVE COVENANTS FOR GEORGIA HILL SUBDIVISION

Prepared by: Donald Jordan

THESE PROTECTIVE COVENANTS are adopted as of February 28, 2020 by Bracken Mountain Builders, Inc., the Owner and Developer of the Georgia Hill Subdivision, as shown on the Plats recorded in Plat File 19, Slides 138 and 139, Transylvania County Registry (Development).

1. **Property Protected.** These Protective Covenants shall apply to all six of the lots platted as Lots 1 through 6 within the Development, as shown on the Plats. These Covenants may be referenced in the Deed to a Lot, but shall apply even if a reference is not made. The Covenants may be applied in the future to the portion of the Plat referenced "Future Development", in Developer's sole discretion.

2. **Residential Use Only.** Each lot in the Development shall be used for single family residential purposes only. Business from the home may be conducted only if it can be done without compromising the residential nature of the Development. No buildings may be erected on any lot other than the initial dwelling constructed by or approved by the Developer.

3. **Property Owners Association.** The Development does not have any common areas, but all lots will share in the use of the driveway (or service alley) and the walking path, as shown on the Plats. Each owner shall bear a prorata one-sixth share of common costs associated with maintenance and repair of the driveway and path, as well as the bank east of the driveway. The owners may at some time organize a non-profit corporation to serve as an Association of the property owners. After an association has been formed, all property owners within the Development shall be members upon acquisition of a lot in the Development.

4. **Architectural Control.** Except for the initial construction, before any work is performed on a building, fence or other improvements on a Lot, the plans and specifications for the proposed improvements shall be submitted to the Architectural Control Committee for its review and approval. The purpose of the review is to ensure that any changes to a Lot and building are harmonious with existing structures and other improvements in the Development. The Architectural Control Committee shall be the Developer until all lots are sold, and shall later consist of the owners of three Lots in the Development, to be elected by all lot owners. If the Architectural Control Committee fails to approve or disapprove the design within 30 days after the date of the submission of the plans and specifications, the proposed plans shall be considered to have been approved, and further approval will not be required.

5. **Alteration of Lots.** No lot may be subdivided or consolidated with other lots, except by and with the written consent of all Lot Owners. Developer reserves the right to adjust boundary lines and to create new lots within the area marked for future development.

6. **Assessments.** After the Association is formed, it shall have the responsibility for enforcement of these Covenants, and it shall have the power to levy assessments against lots for costs incurred, and to adjust those assessments as needed to meet the obligations of the Association. Any assessment not paid within 60 days after it is due shall bear interest at the rate of 12% per annum, and shall constitute a continuing lien on the lot. The Association shall have a right to file liens, but unpaid assessments shall constitute liens whether filed or not. Liens may be enforced in judicial proceedings in the manner as is provided in N.C.G.S. § 47F-3-116.

7. **Easements.** Each Lot owner shall have easement within the driveway or alley area for the construction and maintenance of power and telephone service lines, storm water drains, sewer, pipelines supplying gas and water, or other public or quasi-public utilities.

8. **Structures and Banners.** No trailer or motor home or outbuildings, regardless of purpose or function, shall be placed on the property at any time, either temporarily or permanently. No flags, banners, or signs shall be displayed on properties in the Development, except real estate signs when a property is for sale, and except for American Flags.

9. **Nuisances.** No activity shall take place on any Lot which becomes an annoyance or a nuisance to the other residents in the Development. The Developer anticipates that the six owners


will have quiet and peaceful enjoyment of their properties. If, however, a chronic nuisance develops, the owners of four of the Lots shall have the power to adopt a set of Rules to define acceptable limits. The decision of this two-thirds majority shall be conclusive as to any such activities.

10. **Animals.** No livestock or other animal of any kind shall be raised, bred or kept on any lot, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not bred or maintained for commercial purposes. Chickens shall be allowed, but only if and to the extent permitted by the City of Brevard.

11. **Enforcement.** Enforcement of these Covenants shall be by proceedings against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Any Lot owner shall have the power to seek enforcement, whether or not an Association has been formed. In the event of such litigation, in addition to any damages awarded, the prevailing party may recover reasonable attorneys fees incurred in the litigation, without regard to the amount in controversy.

12. **Binding Effect.** Invalidation of any one of these covenants by judgment or court order shall not affect any of the other covenants, which shall remain in full force and effect. All of the Covenants set forth above shall be covenants running with the land, and successive owners shall take said lots subject to the Covenants. The Covenants shall be binding on all parties and all persons claiming under them in perpetuity. These Covenants may be amended at any time by an instrument signed by the owners representing at least two-thirds of the Lots in the Development.

BRACKEN MOUNTAIN BUILDERS, INC.

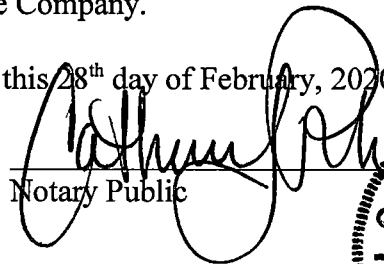
  
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Jacob Dinkins, President

NORTH CAROLINA  
TRANSYLVANIA COUNTY

~~Catherine L. Planché~~  
I, ~~Donald E. Jordan~~, a Notary Public of the specified County and State, certify that Jacob Dinkins personally appeared before me this day and acknowledged that he is the President of Bracken Mountain Builders, Inc. a North Carolina corporation, and that by authority duly given he signed the foregoing instrument and as the act of the Company.

Witness my hand and official stamp or seal, this 28<sup>th</sup> day of February, 2020

My commission expires: May 24, 2022

  
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Notary Public

