

**2020000550**TRANSYLVANIA CO, NC FEE \$26.00
PRESENTED & RECORDED:**01-31-2020 11:58:26 AM**CINDY M OWNBEY
REGISTER OF DEEDS
BY: CHRISTINA HARRIS
DEPUTY REGISTER OF DEEDS**BK: DOC 909****PG: 286-294**

Return to Cassandra Effering

ROLLINS PLACE HOME OWNERS ASSOCIATION

The **Rollins Place Home Owners Association (RPHOA)** is hereby established by the homeowners of Rollins Place Subdivision for the proper execution of the Restrictive Covenants and Easements of Rollins Place (see below) and for the maintenance of the water wells and commonly shared driveways and for other benefits, such as snow removal, Subdivision beautification and other projects agreed to by the homeowners in Rollins Place.

The RPHOA shall be governed by the following as agreed to and/or amended by the homeowners.

- A. RPHOA shall have a treasurer and assistant treasurer who will maintain the RPHOA bank account and make collections and payments as agreed to by the homeowners for such things as maintenance, repair and insurance of the water well, snow removal, well electricity.
- B. RPHOA initial fee shall be \$250.00. In addition to the initial fee, the annual fee shall be \$250.00 per year (new homeowners pay a pro-rated annual fee for the first year) unless adjusted by agreement of a majority of the homeowners or unless the homeowner is not served by the shared well. The annual fee for homeowners not served by the shared well shall be \$125.00. The annual fee shall be due January 1 of each year and may be paid in full by January 1 or half of the annual fee may be paid by January 1 and the remainder paid by July 1.
- C. RPHOA shall maintain insurance on the water well to aid in the repair or replacement of the water well in the event of lightening damage or other damage or failure.
- D. RPHOA shall have a minimum of one meeting per year to attend to the business of the RPHOA. All homeowners shall be given two weeks notice of the date, time and location of the RPHOA meeting.
- E. Provisions of this agreement may be amended at an official meeting of the RPHOA and upon approval of a simple majority of the homeowners.
- F. All Rollins Place Subdivision lots shall be known and described as residential property. No commercial operation may be maintained within the Subdivision, including vacation rentals.

William A. Carr 12/13/19 (Seal)

WILLIAM A. CARR

Date

Lidia A. Macdonald-Carr 10/25/18 (Seal)

LIDIA A. MACDONALD-CARR

DATE

STATE OF NORTH CAROLINA

TRANSYLVANIA COUNTY

Sworn to and subscribed before me on this 13Day of December, 2018⁹

Sarah D Miner
Notary Public

SARAH D MINER
Notary Public - North Carolina
Transylvania County
My Commission Expires Aug 15, 2022

My Commission Expires August 15, 2022

Seth Gerring 12/11/19 (Seal)
SETH GERRING Date

Cassandra Gerring 11/29/18 (Seal)
CASSANDRA GERRING DATE

STATE OF NORTH CAROLINA

TRANSYLVANIA COUNTY

Sworn to and subscribed before me on this 11Day of December, 2018⁹

Sarah D Miner
Notary Public

SARAH D MINER
Notary Public - North Carolina
Transylvania County
My Commission Expires Aug 15, 2022

My Commission Expires August 15, 2022

Hank Shore 11/28/18 (Seal)
 HANK SHORE Date
Mary Hank Shore 11/28/18 (Seal)
 MARY SHORE DATE

STATE OF NORTH CAROLINA
 TRANSYLVANIA COUNTY

Sworn to and subscribed before me on this 28th

Day of NOV, 2018

Sarah D Miner
 Notary Public

SARAH D MINER
 Notary Public - North Carolina
 Transylvania County
 My Commission Expires Aug 15, 2022

My Commission Expires Aug 15, 2022

Joshua F. Harris 3/4/2019 (Seal)
 JOSHUA F. HARRIS Date
Katherine Harris 12/20/2019 (Seal)
 KATHERINE HARRIS DATE

SARAH D MINER
 Notary Public - North Carolina
 Transylvania County
 My Commission Expires Aug 15, 2022

STATE OF NORTH CAROLINA
 TRANSYLVANIA COUNTY

Sworn to and subscribed before me on this 20th

Day of December, 2018/19

Sarah D Miner
 Notary Public

My Commission Expires Aug 15, 2022

AGREED TO BY THE UNDERSIGNED HOMEOWNERS:

Patrick A. Dal Porto 10/17/18 (Seal)
 PATRICK A. DAL PORTO Date

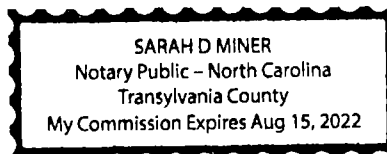
Susan B. Dal Porto 10/17/18 (Seal)
 SUSAN B. DAL PORTO DATE

STATE OF NORTH CAROLINA
 TRANSYLVANIA COUNTY

Sworn to and subscribed before me on this 17th
 Day of October, 2018

Sarah D Miner
 Notary Public

My Commission Expires Aug 15, 2022



David A. Stamey 10/15/18 (Seal)
 DAVID A. STAMEY Date

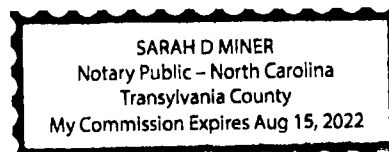
Jane B. Stamey 10/15/18 (Seal)
 JANE B. STAMEY DATE

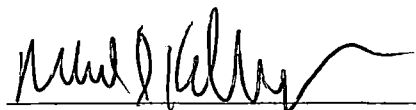
STATE OF NORTH CAROLINA
 TRANSYLVANIA COUNTY

Sworn to and subscribed before me on this 15th
 Day of October, 2018

Sarah D Miner
 Notary Public

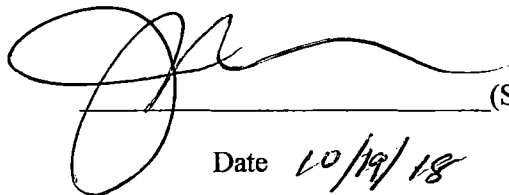
My Commission Expires Aug 15, 2022



 (Seal)

MICHAEL D. KILBOURNE Date 10/19/18

JONNA J. ARCHER

 (Seal)

Date 10/19/18

STATE OF NORTH CAROLINA

COUNTY OF TRANSYLVANIA

DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS
OF

ROLLINS PLACE

THESE RESTRICTIVE COVENANTS AND EASEMENTS are made and entered into this 20th of August, 2007, by Eric Laughter and Timothy Phillips, hereinafter individually and collectively referred to as "Developer", and all future purchasers and owners of property hereinafter described.

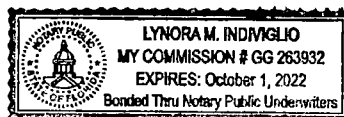
WITNESSETH:

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 19th of October, 2018, by Michael D. Kilbourne and Jonna J. Archer, who ✓ are personally known to me or who _____ produced _____ as identification.

(SEAL)


Notary Public, State of Florida



WHEREAS, Developer is the owner of that property described at Deed Book 357, Page 674, Transylvania County, North Carolina, Registry (hereinafter referred to as the "Subdivision"), located in Brevard Township, Transylvania County, North Carolina, and as shown on a plat or plats to be recorded in the Transylvania County Registry; and,

WHEREAS, Developer desires for the benefit of such property and for the benefit of future purchasers and owners of lots within the aforesaid Subdivision, that said Subdivision property shall be developed and used exclusively as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the advantage which Developer will receive from sale of such lots in a restricted subdivision, the Developer and its successors in title covenants and agrees and hereby restricts the above-referred to property as follows:

1. All of the lots the Subdivision shall be known and described as residential property. No commercial operation may be maintained within the Subdivision. No loud, obnoxious or offensive noises or activities of any kind shall be allowed at any time with the Subdivision.
2. No animals shall be kept on the property except normal domestic household pets ordinarily kept in homes. Such pets may not be kept or bred for any commercial purpose.
3. No lots shall be used or maintained as a dumping ground for rubbish, trash, or garbage, and all waste shall be kept in sanitary containers and shall be removed from each lot at least weekly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition in the rear of each house hidden from public view.
4. There is a water well located on Lot 3 of the Subdivision. The owners of Lots 1,2,3,4,5 and 6 in the Subdivision are hereby granted and conveyed a perpetual and reasonable right-of-way and easement to install, maintain, repair and replace water distribution lines and equipment as are reasonably necessary to obtain water from the water well to their respective lots in the Subdivision. The cost of the upkeep, repair, maintenance and replacement of the well and well equipment, including but not limited to the well pump, shall be equally shared by each lot owner sharing in the use of the water well and well equipment. The cost of the installation, repair, maintenance and replacement of any water distribution lines to and from the water well and their respective lot shall be the sale cost of the lot owner using said distribution lines.
5. The road right of way is reserved for the dedication and the installation of any utility including cable TV, and including the running of the water lines from the water well located on Lot 3 to the other lots within the Subdivision. The road serving as access to the lots in the Subdivision shall be State maintained.
6. All lots are subject to right-of-way of roads, streets, drives, or lanes passing over any part of any lot.
7. (A) Lots 2 and 3 each shares a common driveway as access to and from said lots. The owners of each of said lots shall equally share in the maintenance and repair expenses for those portions of said common driveway leading to and extending over the respective portions of said lots.
(B) Lots 4, 5 and 6 each shares a common driveway as access to and from said lots. The owner of each of said lots shall equally share in the maintenance and repair expenses for those portions of said common driveway leading to and extending over the respective portions of said lots.
8. Any damage to roadways caused by construction or heavy equipment shall be repaired by and at the expense of the property owner having the work performed.

9. All lots have the same set-back requirements as set forth in the Town of Brevard Zoning Ordinance, as it may be amended from time to time; however, the Developer may waive these should same be required as a result of any unusual topography or any other circumstance of any particular lot or any unintentional violation.
10. No manufactured homes or mobile homes shall be allowed within the Subdivision.
11. No residence shall exceed two stories in height above the basement level. No residence shall be permitted on any lot unless it contains at least one thousand four hundred (1400) square feet of heated and/or air conditioned floor space, exclusive of any heated and/or air conditioned basement.
12. Nothing shall require the Developer to continue development in the same or any other manner as to land now or hereafter owned by them.
13. Utility and drainage easements affecting all lots in this tract are reserved (5) feet in width along interior lot lines and over the rear (10) feet of each lot for installation and maintenance of utilities and drainage facilities appurtenant to the Subdivision, except that such easements shall not be applicable along interior lot lines where adjoining lots are owned by the same owner. Utility and drainage easements are also reserved within the bounds of the roadways as shown on the plat or plats to be recorded for the Subdivision. All utilities on lots within the Subdivision shall be underground, and no utility poles shall be permitted upon the subject property.
14. No junk or abandoned automobiles shall be kept on any lot.
15. No lot or tract of land within the Subdivision shall be re-subdivided so as to create an additional lot. No portion of any lot less than the whole thereof shall be sold or conveyed by any owner of any lot so as to attempt to create an additional building lot. The Developer does reserve the right, however, to sell and convey any part of any lot within the Subdivision in connection with and merged with any adjoining full lot so as to create one or more lots of larger area than shown on a recorded plat, and the owner acquiring title thereto shall have the right and privilege of selling and conveying such larger area of land so created by the Developer without violation of these covenants and restrictions. Combined lots shall not have interior easements.
16. Enforcement of the restrictive covenants shall be by proceeding at law in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. These restrictions and easements may be enforced by any owner of property within the Subdivision.
17. Invalidation of any of these covenants shall not affect any remaining restrictions as set forth herein.
18. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date hereof, at which time said covenants shall be automatically extended for successive periods often (10) years, unless by vote of those persons then owning a majority of said lots, it is agreed to change said covenants in whole or in part. These covenants may be amended at any time by vote of three- fourths (3/4) of the then owners of lots as shown on the plat or plats of the Subdivision, subject to the reserved right of consent by the Developer set forth in Paragraph 16 below.
19. The Developer reserves the right to assign all or any portion of the Developer's rights reserved herein to any appropriate person or entity. Developer shall have the right to combine existing lots or move lot lines within the Subdivision when such lots are owned by the Developer. So long as the Developer owns at least one lot in the Subdivision, the Developer shall have the right to modify or amend these restrictive covenants, without the consent or joinder of any other property owner within the Subdivision.

IN WITNESS WHEREOF, the parties hereto have caused these Restrictive Covenants and Easements to be executed this the day and year first above written.

DEVELOPER:

Original Signed by Eric Laughter (SEAL)

ERIC LAUTHER

Original Signed by Timothy Phillips (Seal)

TIMOTHY PHILLIPS

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Sara K. Bryson Notary Public of Henderson County, North Carolina, certify
that Eric Laughter and Timothy Phillips personally appeared before me this day and
acknowledged the due execution of the foregoing instrument

WITNESS, my hand and notarial seal this the 20th day of August, 2007, Original Signed by Sara K. Bryson
NOTARY PUBLIC

My Commission Expires: 3-21-10