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Doc ID: 022318640010 Type: CRP
Recorded: 10/23/2009 at 10:16:42 AM
Fee Amt: \$41.00 Page 1 of 10
Workflow# 0000014399-0001
Buncombe County, NC
Otto W. DeBruhl Register of Deeds
BK **4733** PG **1334-1343**

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**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

**SUPPLEMENTAL DECLARATION OF NEIGHBORHOOD
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SUPPLEMENTAL DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 23rd day of October, 2009, by **BROOKGREEN, LLC**, a Georgia limited liability company, ("Declarant"), for the benefit of itself and all future owners of those certain portions of the property within the bounds of the Property described as Area I on a plat recorded in Plat Book 116, at Page 56 of the Buncombe County, North Carolina Registry (the "Property"), reference to which is hereby made for a more particular description.

BACKGROUND

WHEREAS, Declarant purchased the Property from Crest Mountain Communities, LLC to create and establish a Neighborhood within the Crest Mountain Community ("Crest Mountain") pursuant to Paragraph 2.2 of Article II of the Declaration of Covenants, Conditions, and Restrictions recorded on July 30, 2004 in Book 3730 at Page 91 of the Buncombe County, North Carolina Registry (the "Community Declaration");

WHEREAS, the Community Declaration states in Paragraph 2.2(a) of Article II that the lots within a particular Neighborhood may be subject to additional covenants;

WHEREAS, the Community Declaration states in Paragraph 2.2(a) of Article II that the Owners within a particular Neighborhood may be mandatory members of a Neighborhood Association in addition to the Crest Mountain Homeowner's Association ("Master association").

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, transferred, sold, conveyed, occupied and used subject to the following supplemental covenants, easements, uses, limitations, obligations and restrictions, all of which are declared and agreed to be in furtherance of a plan of a residential Neighborhood in the Crest Mountain Community called "The Villages at Crest Mountain", which Declarant believes will prove beneficial to the residents of Crest Mountain and Buncombe County, and shall be deemed to run with the Land and shall be a burden and benefit to the Declarant, its successors and assigns, and any person or entity acquiring or owning an interest in the Property, and their grantees, successors, heirs, executors, administrators, devisees, and assigns.

1. DEFINITIONS

Unless it is plainly evident from the context that a different meaning is intended, the following terms, words, and phrases shall have the following meanings when used in this Declaration:

1.1 Architectural Review Committee: The Crest Mountain committee that shall govern all construction within Crest Mountain, pursuant to the Guidelines. The Committee's general purpose is to keep Crest Mountain attractive for the owners and to protect property values therein.

1.2 Association: Means and refers to The Villages at Crest Mountain Homeowner's Association, Inc., a non-profit corporation to be organized and existing under the laws of North Carolina.

1.3 Base Assessments: Assessments levied on all Lots subject to assessment in this Declaration and the Community Declaration for the general benefit of all Lots.

1.4 Benefited Assessment: An assessment levied in accordance with the Community Declaration

1.5 Board of Directors or "Board": The body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under North Carolina corporate law.

1.6 By-Laws: The By-Laws of The Villages at Crest Mountain Homeowner's Association, Inc., which shall be established by the Declarant in furtherance of this document and shall be adopted in accordance with the conditions set forth herein.

1.7 Common Area: All real and personal property which belongs to the Crest Mountain Homeowner's Association for the use and enjoyment of the Owners of lots within the Crest Mountain Community.

1.8 Community Declarant: Crest Mountain Communities, LLC, a North Carolina limited liability company, as named in the Community Declaration, or any successor, successor-

in-title, or assign who takes title to any portion of the property for the purpose of development and sale.

1.9 Community Declaration: The Declaration of Covenants, Conditions, and Restrictions recorded on July 30, 2004 in Book 3730 at Page 91 of the Buncombe County, North Carolina Registry (the "Community Declaration"), which serves as the parent declaration for the Crest Mountain Community.

1.10 Construction: The physical disturbance of any Lot, including grading, excavation, or other site preparation thereof; and the location, placement, erection, construction of replacement of any structure, building, home, fence, parking area, driveway or landscaping.

1.11 Declarant: Brookgreen, LLC, a Georgia limited liability company or any successor, successor-in-title, or assign who takes title to any portion of the property for the purpose of development and sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

1.12 Exclusive Common Area: All real and personal property which belongs to The Villages at Crest Mountain Homeowner's Association for the exclusive use and enjoyment of the Owners of lots within The Villages at Crest Mountain Neighborhood.

1.13 Lot: Each numbered, platted lot, whether improved or unimproved, shown on any subdivision plat of the Properties, which is intended for development, use, and occupancy as a residence for a single family. The term shall refer to the land, if any, which is part of the Lot as well as any improvements thereon. The term shall not include Common Areas, Exclusive Common Areas, common property of any Association or property dedicated to the public.

In the case of a parcel of vacant land which has not been platted, the parcel shall be deemed to contain the number of Lots designated for residential use on the site plan approved by the Declarant until such time as the parcel is shown on a subdivision plat.

1.14 Master Association. The North Carolina Corporation formed as Crest Mountain Home Owners' Association, Inc.

1.15 Neighborhood. The separately developed residential area within Crest Mountain Community designated as The Villages at Crest Mountain, in which Owners of Lots may have common interests other than those common to all Members of the Master Association.

1.16 Neighborhood Assessments. Assessments levied against the Lots in The Villages at Crest Mountain to fund Neighborhood Expenses.

1.17 Neighborhood Expenses. The actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Lots within the Neighborhood, which may include a reasonable reserve for capital reserves and replacements, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein or in any supplemental Declaration applicable to a particular Neighborhood.

1.18 Owner. One (1) or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is under a recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

1.19 Property. The real property described as Area I on a plat recorded in Plat Book 116, at Page 56 of the Buncombe County, North Carolina Registry (the "Property"), reference to which is hereby made for a more particular description.

1.20 Special Assessment. An assessment levied in accordance with Section 10.6 of the Community Declaration.

II. DESIGNATION OF NEIGHBORHOOD

2.1 The Property that is subject to this Declaration is described as Area I on a plat recorded in Plat Book 116, at Page 56 of the Buncombe County, North Carolina Registry. The name of the Neighborhood is The Villages at Crest Mountain (hereinafter referred to as the "Neighborhood" or "the Villages"). The Property is located within the Town of Woodfin and the County of Buncombe and is presently zoned Mountain Village under its zoning authority. The current development of the Property and its use has been approved by the Town of Woodfin planning and zoning board and the town Board of Aldermen.

III. RESTATEMENT AND AMENDMENT OF COMMUNITY DECLARATION

3.1 All present and future Owners of the Property shall remain bound by the covenants, conditions and restrictions of the Community Declaration, which are incorporated herein by reference, except as amended or altered by this Declaration. These covenants, conditions and restrictions include, but are not limited to, the requirement for approval from the Crest Mountain Architectural Review Committee before any structure is constructed. If any conflict arises between the Declaration and the Community Declaration, all provisions of the Declaration shall control. If this Declaration is deemed to be silent on an issue or provision, then the Community Declaration shall apply on such issue or provision.

3.2 As defined in Section 2.2 of the Community Declaration, the Neighborhood is to be bound by the guidelines for Neighborhoods in the Community Declaration.

IV. USE AND RELATIONSHIP WITH GREATER CREST MOUNTAIN

4.1 All present and future Owners of the Property shall enjoy the benefit of access to all the amenities of Crest Mountain and shall remain responsible for the dues and assessments subject to the Community Declaration.

4.2 All owners within Crest Mountain will enjoy the amenities of the Neighborhood with the following specific exceptions that are limited to Neighborhood Owners:

- (a) Any fruits and vegetables yielded from the orchards, vineyards, gardens (public or private) and greenhouse. Crest Mountain owners outside of the Neighborhood may be allowed to participate in these amenities through some expressed agreement of the Association as defined in this Declaration. The Association must create a general policy setting the terms of this Agreement and it is to be equally applied to all Crest Mountain owners outside the Neighborhood.
- (b) Any and all utility proceeds produced by common energy production within the Neighborhood and sold shall be dispersed at the sole discretion of the Association.
- (c) The Neighborhood Homeowner's Initiation Fee Fund (See Paragraph 7.11) shall be dispersed at the sole discretion of the Association.
- (d) Exclusive Common Areas for the Neighborhood that are established as such by the Declarant or Association. Such Exclusive Common Areas shall be funded by the Association and not by the Master association.

V. USE OF PROPERTY AND NEIGHBORHOOD

5.1 The Declarant, at its sole discretion, may designate certain areas of the Neighborhood as Common Areas, which shall be used and enjoyed by all owners of Crest Mountain regardless of which Neighborhood that such owner resides. Such areas shall be run and maintained pursuant to the guidelines of the Community Declaration and Master association, if applicable, and the Declarant of this Declaration shall enjoy the same benefits as the Declarant of the Community Declaration.

5.2 The Declarant, at its sole discretion, may designate certain areas of the Neighborhood as Exclusive Common Areas as defined by Section 2.3 of the Community Declaration under the powers described in said Section. Certain areas that are hereby designated as Exclusive Common Areas and will be further described at a later date include:

- (a) a Greenhouse
- (b) the harvest and distribution of the Orchards and Vineyards
- (c) Village Gardens
- (d) Such other areas that Declarant may declare in the future

VI. THE ASSOCIATION

6.1 Pursuant to the Community Declaration, a North Carolina non-profit corporation known as The Villages at Crest Mountain Homeowner's Association, Inc. will be organized to provide for the administration of the Property in the Neighborhood. The Association shall administer the operation and maintenance of the Property and undertake and perform all acts and duties incident thereto in accordance with the terms of its Articles of Incorporation and Bylaws.

Every Owner shall be required to be and automatically be and remain a Member of the Association by virtue of ownership of a Lot. Every Owner shall be required also to be and remain a member of the Crest Mountain Homeowners Association, Inc.

6.2 In the administration of the operation and management of the Property, the Association shall have and it is hereby granted the authority and power to enforce the provisions of this Declaration, to levy and collect assessments in the manner provided in the Bylaws, to file liens for unpaid assessments, and to adopt, promulgate and enforce such rules and regulations governing the use of the Property as the Board of Directors may deem to be in the best interest of the Association in accordance with the Bylaws.

VII. OPERATION

7.1 Every Owner shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. No Owner, whether one (1) or more person, shall have more than one (1) membership per Lot owned. In the event a Lot is owned by more than one (1) person, all co-Owners shall be entitled to the privileges of membership, subject to the restrictions on voting set forth in this Declaration and By-Laws.

7.2 The Association shall have two (2) classes of membership, Class "A" and Class "B."

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall be entitled to one (1) equal vote for each Lot in which they hold the interest required for membership under this Declaration; there shall be only one (1) vote per lot.

In any situation where there is more than one (1) Owner of a particular Lot, the vote for such Lot shall be exercised as such co-Owners determine among themselves and advise the Secretary to the Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) person seeks to exercise it.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The Class "B" Member shall be entitled to one (1) equal vote for Lot that it owns which is submitted to the Declaration, and such vote shall be weighed equally to the vote allocated to each Class "A" Member. The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors during the Class "B" Control Period. After termination of the Control Period, the Class "B" Member shall have a right to disapprove actions of the Board of Directors as provided in this Declaration and/or the By-Laws.

The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

- (i) Two (2) years after expiration of the Class "B" Control Period, which shall be no later than December 31, 2015;
- (ii) Upon sale of 95% of lots available for sale from the Declarant (such lots need not be recorded as a plat or plats in the Buncombe County registry);

- (iii) When, in its discretion, the Declarant so determines and declares in a recorded instrument.

7.3 The Association shall be responsible for the administration, maintenance and improvement of the roads, bridges, water and sewer system, if any, (to the extent not publicly maintained) and other Exclusive Common Areas of the Property in the Neighborhood. The Association shall be permitted to contract with a third party manager or contractor to perform the administration, maintenance and improvement of such common facilities. Notwithstanding the above, each Owner shall be solely responsible for the construction, maintenance and improvement of private drives and utility lines leading from the primary access road as shown on the Plat to each individual Owner's Lot.

7.4 The Owners of each lot are responsible for providing funds necessary to the Association to carry out the above obligations and other obligations as set forth in this Declaration. These Neighborhood Assessments for Neighborhood Expenses shall be set out as dictated in Article X of the Community Declaration. The Association shall assess each Owner as provided herein for its share of such expenses as set forth in this Declaration and the Community Declaration. The Declarant is exempt from paying any Neighborhood Assessments.

7.5 Computation of Neighborhood Assessments. It shall be the duty of the Board of the Association to compute and collect Neighborhood Assessments pursuant to the methods stated in Paragraph 10.4 of Article X and other paragraphs laid out in the Community Declaration.

7.6 The Association shall have the power to levy Base, Special or Benefited Assessments for the Neighborhood as stated and described in the Community Declaration.

7.7 The Association shall have a lien against each Lot to secure payment of delinquent Neighborhood Assessments, as well as interest, late charges (subject to the limitations of North Carolina law), and costs of collection (including attorneys fees). Such lien shall be prior and superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, (b) the lien or charge of any first Mortgage of record made in good faith and for value, and (c) the liens of Community Assessments in Crest Mountain. Such lien, when delinquent, may be enforced by suit, judgment and judicial or non-judicial foreclosure in accordance with North Carolina law.

The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at the foreclosure sale and to acquire, hold, lease, and mortgage and convey the lot. The Association shall then have the same powers with such lot that the Master association shall have in regards to lots within the Crest Mountain Community.

7.8 The obligation to pay Neighborhood Assessments shall commence as to a Lot on the first day of a month following: (a) the month in which the Lot is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies Neighborhood Assessments, whichever is later. The omission or failure of the Board to fix the Neighborhood Assessments or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay

any assessments.

7.9 The Community Declaration shall state what property is exempt from payment of Neighborhood Assessments.

7.10 The Declarant, if still acting under the Declarant Control Period, or Association shall have the right to merge its duties, responsibilities and rights to the Master association to govern this specific Neighborhood pursuant to this Declaration and the Community Declaration.

7.11 Initiation Fee – Every Owner who purchases a lot from the Developer or Declarant shall pay to the Association an initiation fee of \$1,250.00 at the time of purchase of the Lot. The initiation fee may be amended from time to time by the Association but shall apply equally to each Lot. The Association shall be responsible for the use of this fund, which is intended for the establishment and initial upkeep of the common amenities, for common educational opportunities, for the hiring of affiliated professionals and consultants, and other needs as the Association sees fit.

VIII. AMENDMENT TO DECLARATION AND DECLARANT RIGHTS

8.1 Except as otherwise specifically authorized, this Declaration may only be amended pursuant to the same requirements in the Community Declaration and must be approved by the Community Declarant. The owners of the Property in the Neighborhood are the only eligible voters on such proposed amendments.

8.2 The Declarant reserves the following special declarant rights:

- (a) To complete all improvements shown on the Plans;
- (b) To maintain signs advertising the Neighborhood on any Common Area or Exclusive Common Area
- (c) To use easements through the Common Areas and Exclusive Common Areas for the purpose of making improvements to the Property

To appoint or remove any officer or member of the Board of the Association, subject to the limitations provided by North Carolina law

IX. ARCHITECTURAL STANDARDS

9.1 The construction of any home within the Neighborhood shall follow the same procedures and guidelines as those set out in Article XI of the Community Declaration with the following exceptions set out in this Declaration.

9.2 Before the sale of a lot can be completed, all potential Owners of a lot in the Neighborhood must have the Design Guidelines for a home submitted and approved before the Architectural Review Committee. The Architectural Review Committee has approved certain models that are deemed acceptable (except for exterior finishes which require a separate submission and approval and for which no review fee is required).

9.3 Each lot owner must commence construction of a residential dwelling within ninety (90) days after the initial purchase of the lot from the Declarant and must complete construction within twelve (12) months of purchasing the Lot.

9.4 Gardens. Gardens on Lots shall be permitted in the Neighborhood and are, in fact, encouraged. If a garden is planned, it shall not be required for approval by the Architectural Review Committee.

9.5 There shall be no minimum square footage requirements for homes built within the Neighborhood. The maximum square footage shall be 2,250 heated square feet. Garages shall be limited to no more than two cars in capacity. Detached garages are only permitted upon approval by the Architectural Review Committee.

9.6 The setback requirements for all homes constructed in the Neighborhood shall be six (6) feet from the property lines on all sides. Decks and other small constructions must be at least three (3) feet from all side and rear property lines and must be at least six (6) feet from the front property line.

9.7 Each home will either have a garage or a front-to-back tandem driveway for resident parking, or both. Driveways must be constructed no closer than two (2) feet from the side property line. There is no parking allowed on the streets, except in designated areas, in the Neighborhood except that a guest may temporarily park in front of the home owned by the party they are visiting.

9.8 Metal roofs are permitted and encouraged on accent elements of the roof structure, such as entries and porches.

9.9 Fences may be no taller than five (5) feet and must be approved by the Architectural Review Committee. All fences are to be made of natural materials and within the stylistic standards of the community.

9.10 Clotheslines visible from the street are prohibited.

9.11 All landscaping must be kept manicured with consideration for the solar exposure of the adjoining residence.

9.12 In addition to the easements granted in the Community Declaration, the Declarant will retain a six (6) foot easement along the property lines for utility and drainage purposes.

X. RESTRICTIONS

10.1 The restrictions of use on the Property by its Owners promulgated in the Community Declaration shall apply to the Property in the Neighborhood, except those that have been amended or altered by this specific Declaration. No lot shall be used for any purpose other than residential purposes and only one single-family home/residence may be constructed on a single lot. No lots within the Neighborhood may be subdivided.

XI. MISCELLANEOUS

11.1 The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity and enforceability of the remainder of this Declaration, and in such event, all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

11.2 No provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

11.3 No provisions contained in the Community Declaration that applies to the Property shall be deemed to have been abrogated or waived by reason of any failure to state such provisions in this Declaration or any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

11.4 The Declaration shall be construed and controlled by and under the laws of the State of North Carolina.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

BROOKGREEN, LLC

[Handwritten Signature]
BY: Jimmy C. Luke, II, Member/Manager

STATE OF
COUNTY OF

I, the undersigned Notary Public of the County and State aforesaid, certify that Jimmy C. Luke, II, personally appeared before me this day and acknowledged that he is the member/manager of Brookgreen, LLC, a Georgia limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name and on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this ____ day of October 14, 2009.

[Handwritten Signature]
Notary Public

My Commission Expires: _____

