Article XII: PROPERTY OWNERS COVENANT

JANUARY 16, 2014

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

This Property Owners Covenant, made and entered into this the 16th day of January, 2014, supersedes the Property Owners Covenant dated the 17th of January, 1989, by and between CHRISTMOUNT CHRISTIAN ASSEMBLY, INC., a North Carolina Corporation, (formerly Southeastern Christian Assembly, Inc.), said Corporation having its principal office and place of business in Black Mountain Township, Buncombe County, North Carolina, party of the first part, and ALL PAST PURCHASERS AND FUTURE PURCHASERS AND/OR LESSEES OF THE LOTS AND TRACTS OF LAND located in CHRISTMOUNT CHRISTIAN ASSEMBLY, INC. GROUNDS in Black Mountain Township, Buncombe County, North Carolina, hereinafter more particularly described, parties of the second part.

WITNESSETH:

WHEREAS, Christmount Christian Assembly, Inc. formerly owned all of the property located in the Christmount Christian Assembly, Inc. Grounds in Black Mountain Township, Buncombe County, North Carolina, and is now the owner of the remaining unsold portions of said land as the same are described by plats duly of record in the Office of the Register of Deeds for Buncombe County, North Carolina and such additional plats as may be hereafter recorded in said office of said Register of Deeds to all of which reference is hereby expressly made; and

WHEREAS, Christmount Christian Assembly, Inc. was established to develop, promote and provide for camps, retreats, workshops and conferences of religious, social service and educational organizations, and to insure that said lands be used exclusively for the purposes hereinbefore set forth, and for Christian residential community furthering such aims, and

WHEREAS, it is necessary to set forth certain restrictions, conditions, covenants and stipulations affecting said property, running with the land, and binding on the Sellers and Purchasers of said property, the same to be binding on any Lessor or Lessees of said Property:

NOW, THEREFORE, for and in consideration of the matters and things hereinabove set, and in further consideration of the sum of One Dollar ($1.00) paid to the party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby agree and covenant that the said lots and tracts of land hereinabove referred to shall be subject to the following restrictions, conditions and stipulations, and that the same shall run with the land, and are as follows:

SECTION A: OWNERSHIP OF LAND

1. That said lands shall be held, owned and occupied subject to the provisions of the Charter, Bylaws, rules and regulations of Christmount Christian Assembly, Inc., said party of the first part.
2. That said lands and premises shall be owned and held subject to the payment to the party of the first part, its successors and assigns, of assessments which may, from time to time, be required for the installation, repair and maintenance, and operation of streets, alleys, lights, water, and utilities of any and all descriptions.

3. In order to insure a continuity of interest in the purposes of Christmount Christian Assembly, Inc. which has depended and will continue to depend to a great extent upon the support and volunteer services of the residents;

The grantee (property owner) shall notify the grantor, party of the first part (Christmount), by certified mail of the intention to sell, lease or rent or in any other way convey property to another person or organization. In the case of an intent to sell or deed the property to another person a representative of Christmount Christian Assembly, Inc. will meet with the prospective new owner to discuss the privileges and responsibilities of ownership, and to present the prospective owner with a copy of the Property Owners Covenant for signature.

All deed for transfer of property must be registered in the Office of the Register of Deeds, Buncombe County, and notice of said registration mailed to Christmount Christian Assembly, Inc.

4. 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-five years, at which time said covenants shall be reviewed by the Administrative Board, in consultation with the property owners; and changed or extended for successive periods of twenty-five years, by vote of the Administrative Board of Christmount Christian Assembly, Inc. within six months of the anniversary date of these covenants.

SECTION B: USE OF RESIDENTIAL PROPERTY

1. All lots owned or sold to individuals shall be known and described as residential lots, and no part of said lots shall be used for any commercial establishment. However, this does not preclude a homeowner renting a portion of their home for residential purposes.

2. No more than one house and a private garage/carport shall be constructed on any single residential lot; lots may not be sub-divided. Storage sheds and other small buildings must be approved by the Administrative Board after consideration of the Advisory Committee on Property and Land.

3. No annoyance or nuisance to the neighborhood shall be permitted. No livestock or poultry may be kept on this property.

4. In accordance with the Buncombe County Code of Ordinances concerning Animal Control, all dogs must be kept on the owner’s property. Dogs may be off owner’s premises if on a leash and under the physical control of a competent person.

5. Parking vehicles upon any part of a Christmount maintained roadway on a continuing basis is not permitted and such vehicles are subject to being towed at the owner’s expense.

6. Christmount bears no liability for any vehicle that is damaged by the plowing of snow or other road maintenance work if the car is parked within three (3) feet of the road edge.

7. No boats, trailers and recreation vehicles longer than 25 ft. and/or unlicensed and/or uninsured vehicles shall be on a residential lot.

8. No Class 4 commercial vehicles or larger; tractors and/or heavy construction equipment shall be on a residential lot except for deliveries and temporary construction purposes.

9. No lot shall be used or maintained as a dumping ground. Trash, garbage or other wastes shall be kept in sanitary containers. No incinerators or open burning of leaves or brush is allowed on property.
10. No trailer, recreational vehicle, tent, nor any structure that has not received a certificate of occupancy shall be used as a temporary or permanent residence.

11. Easements affecting all lots are reserved for installation and maintenance of utilities and drainage facilities. No easement shall be allowed on any lot unless specifically approved by the Administrative Board of Christmount Christian Assembly.

12. The party of the first part herein reserves the right to lay, repair, and maintain sewer, lights, water, and other utility lines fifteen (15) feet in width, with the right of ingress, egress, and regress, to, over and across said property for the purpose of laying, repairing and maintaining same.

SECTION C: CONSTRUCTION PROCEDURES

1. No building shall be erected, placed, or altered on any lot until site plan, floor plan including parking areas, elevation plans and specifications have been approved in writing by the Administrative Board of Christmount Christian Assembly, Inc., following review by the Property and Land Committee.

2. The main floor area of the structure, exclusive of porches, garages and decks, shall contain at least seven hundred and fifty (750) square feet and shall be so constructed as to allow for year round living.

3. Structures must meet Buncombe County setback requirements: twenty (20) feet for front yard, ten (10) feet for side yard, twenty (20) feet for back yard and thirty-five (35) feet for height. A variance these restrictions except for height may be granted by the Administrative Board upon request of the property owner when the contour of the land or the accessibility of the building site prohibits compliance. The variance must then be approved by the Buncombe County Planning and Development Department.

4. Connections to existing sewer and water lines must be made by or under the supervision of Christmount Christian Assembly, Inc. Fees for these connection privileges must be made at the time permission is granted for the connections.

5. A monetary deposit will be made with Christmount Christian Assembly, Inc. to insure the builder’s repair of any damage to roads, water and sewer lines, adjoining property and aesthetic value of the area.

6. Driveways serving lots shall have asphalt, concrete or other hard surface pavement to prevent excessive washing of stone or dirt onto existing paved roads.

7. Drainage culverts must be placed properly under driveways to control water flow if Christmount’s Property & Land Committee deems it necessary. Christmount’s Property & Land Committee will also determine the diameter of culverts to be installed (a minimum of 12”).

8. A Buncombe County building permit must be obtained.

9. These building requirements must be monitored by subcommittee of the Christmount Christian Assembly, Inc. Property and Land Committee.

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Invalidation of any one of these covenants or restrictions by judgment or order of a court of competent jurisdiction shall in no wise affect the remainder thereof, or any other provisions which shall remain in full force and effect. Enforcement shall be proceedings at law, or in equity, against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its Moderator of the Board, attested by its Secretary, and its Corporate Seal to be hereto affixed, all by authority duly given by its Administrative Board, this the day and year first above written.

Christmount Property Owners Covenant – January 2014
Sarah D. Draper  
Moderator, Administrative Board

County SUFFOLK  State MARYLAND

I, WILLIAM E. WERTL  
Notary Public for said county and state do hereby certify that Sarah D. Draper personally appeared before me the 9th day of JANUARY, 2014 and acknowledged the due execution of the forgoing instrument.
My Commission expires 11/14/12  Signed  William E. Werts

Betty Curtis  
Secretary, Administrative Board

County DURHAM  State NORTH CAROLINA

I, SAM SAWAYA  
Notary Public for said county and state do hereby certify that Betty Curtis personally appeared before me the 12th day of JANUARY, 2014 and acknowledged the due execution of the forgoing instrument.
My Commission expires JULY 29, 2014  Signed  Sama Sawaya