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MCDOWELL CO, NC FEE \$26.00

PRESENTED & RECORDED:

11-24-2025 11:40:22 AM

LYDIA TILLEY EFFLER

REGISTER OF DEEDS

BY: MAGGIE FRYE

DEPUTY REGISTER OF DEEDS

BK: CRP 1521

PG: 378-389

Return to: Liza Rushford

North Carolina
McDowell County

**AMENDED AND RESTATED
DECLARATION OF RESERVATIONS AND PROTECTIVE COVENANTS
OF
GRANT'S MOUNTAIN ESTATES**

RECITATIONS:

WHEREAS, on March 14, 2002, Landstar Development, LLC, a Tennessee limited liability company, which was recognized by the North Carolina Secretary of State as a foreign entity (hereafter the "Declarant"), acquired 139.46 acres from Champion Realty Corporation, a Delaware corporation, also known as International Paper Corporation, in that certain deed recorded in deed book 677 at page 597 of the McDowell County Registry; and

WHEREAS, on June 26, 2002, the Declarant, acquired 503.583 acres from Champion Realty Corporation, also known as International Paper Corporation, in that certain deed recorded in deed book 689 at page 322 of the McDowell County Registry; and

WHEREAS, on August 28, 2002, the Declarant caused various survey plats, entitled "Grants Mountain Estates for Landstar Development, LLC" to be recorded in plat book 8 at page 5 of the McDowell County Registry; and

WHEREAS, on October 3, 2002, the Declarant filed its Declaration of Reservations and Protective Covenants in deed book 700 at page 229 of the McDowell County Registry; and

WHEREAS, on October 4, 2002, the Declarant caused various survey plats, entitled "Grants Mountain Estates, Phase I for Landstar Development, LLC" to be recorded in plat book 8 at page 22 of the McDowell County Registry (Note: By its terms, these plats voided plat book 8 at page 5 of the McDowell County Registry); and

WHEREAS, on October 11, 2002, the Declarant filed its revised Declaration of Reservations and Protective Covenants in deed book 701 at page 391 of the McDowell County Registry (hereafter the "Declaration"), and which replaced and superseded the initial Declaration; and

WHEREAS, on November 6, 2002, Grant's Mountain Property Owners Assoc., Inc. was

formed as a non-profit corporation by filing its Articles of Incorporation with the North Carolina Secretary of State; and

WHEREAS, on December 12, 2002, the Declarant caused various survey plats, entitled "Grants Mountain Estates, Phase II for Landstar Development, LLC" to be recorded in plat book 8 at page 33 of the McDowell County Registry; and

WHEREAS, Declarant has redivided Lots 21, 22 and 24 of Grants Mountain Estates Subdivision as shown on that certain plat of survey entitled "Resubdivision of Lots 24, 21, 22 and Tower Site Phase I, Grants Mountain Estates for Landstar Development, LLC" dated October 18, 2002 and recorded March 14, 2003 in Plat Book 8, Page 63, McDowell County Registry; and

WHEREAS, on March 14, 2003, the Declarant recorded an Amendment to the Declaration in deed book 721 at page 914 of the McDowell County Registry, which Amendment exempted portions of lots 21, 22, and 24 from the Declaration and noted the conveyance of portions of those lots to U.S. Cellular for a cell tower site; and

WHEREAS, on April 1, 2003, the Declarant caused a survey plat, entitled "Revised Lot 34, Phase I, Grants Mountain Estates" to be recorded in plat book 8 at page 70 of the McDowell County Registry; and

WHEREAS, on April 9, 2008, the Grant's Mountain Property Owners Association, Inc. recorded the Second Amendment to the Declaration in deed book 958 at page 11 of the McDowell County Registry, which Second Amendment included a new section entitled "Special Assessments"; and

WHEREAS, on December 1, 2015, the Grant's Mountain Property Owners Association, Inc. recorded the Third Amendment to the Declaration in deed book 1168 at page 928 of the McDowell County Registry, which Third Amendment amended language regarding the Annual Road Maintenance Dues; and

WHEREAS, on May 24, 2016, the Grant's Mountain Property Owners Association, Inc. recorded its Notice of Revocation and Rescission in deed book 1181 at page 701 of the McDowell County Registry, which Notice effectively revoked the amendment recorded on December 1, 2015 as described above; and

WHEREAS, on May 3, 2019 an Easement Agreement between the Grant's Mountain Property Owners Association, Inc. and Lovie Jean Carson Thompson was recorded in deed book 1274 at page 17 of the McDowell County Registry, regarding a 34.88 acre tract adjacent to the Grant's Mountain Estates and in which said adjacent tract was made subject to the Declaration, as amended, and dues and assessments of Grant's Mountain Property Owners Association, Inc. in return for an easement across the existing roads located in Grant's Mountain Estates; and

WHEREAS, the Grant's Mountain Property Owners Association, Inc. desires to amend

and restate the Declaration of Reservations and Protective Covenants.

NOW, THEREFORE, the Declaration of Reservations and Protective Covenants are hereby amended and restated, following approval at a duly called meeting of the membership, as follows:

ARTICLE I: The Grant's Mountain Estates subdivision

- 1.1 The Grant's Mountain Estates subdivision includes Phase I, lots 1 – 53 and Phase II, lots 54 – 82 and lot 90 plus the common areas, as shown on those survey plats recorded in plat book 8 at pages 22 and 33 of the McDowell County Registry. See also plat book 8, pages 63 and 70 of the McDowell County Registry. NOTE: Lots 83 through 89 do not exist.
- 1.2 Grant's Mountain Property Owners Assoc., Inc. (hereafter "GMPOA"), is a North Carolina non-profit corporation, and it is charged with and responsible for the governance of Grant's Mountain Estates and enforcement of the Declaration.
- 1.3 The purpose and intent of this Declaration is to provide enforceable standards of improvement and development whereby aesthetics, living conditions, and property values may be enhanced.
- 1.4 The Board of GMPOA, by majority vote, may make, modify, and enforce reasonable rules, regulations, and restrictions upon lots in the subdivision.

ARTICLE II: Restrictions

- 2.1 **FARM ANIMALS:** No lot shall be used except for residential and recreational purposes. No swine, livestock shall be raised or bred on any lot; however horses, ponies, donkeys, mules, and household pets such as cats or dogs, are permissible provided they are not bred or maintained for commercial purposes. There shall be a minimum of one (1) acre of pastureland for each horse or pony being kept on lots on a permanent basis. Chickens (hens) will be allowed as long as they are not free range and have a coop or structure with fencing for housing them. The structure shall be out of sight from common areas and roadways. Raising chickens cannot be for a business purpose and will be limited to 20 per lot. Roosters are prohibited.
- 2.2 **MINIMUM DWELLING SIZE:** No residence shall be erected, constructed, maintained or used or permitted to remain on any Lot other than one single-family dwelling of not less than 1,400 square feet for a one-story structure, or 1,800 square feet for a multi-level structure. On a multi-level structure, a full walk-out basement can be considered part of the square footage if it is heated space, a permanent floor (i.e. poured cement, etc.), and has minimum ceiling height of eight (8) feet throughout entire basement square footage. Once construction has begun on said dwelling, all exterior construction must be completed within one (1) year of the commencement of construction.
- 2.3 **OUTBUILDINGS (including Barns and Garages):** No more than three (3) outbuildings

may be constructed on any Lot. Said outbuildings shall be used only for the purposes of housing boats, cars, RVs, as well as farm animals, and lawn and garden equipment. Barns or outbuildings should conform generally in appearance with any dwelling upon a lot, although such improvements need not be constructed of materials identical to the main residence. In the event that horses or ponies are kept on any lot, an additional structure for housing such animals may be erected or placed on the lot provided such structure is kept in good repair and conforms generally in appearance to the dwelling located on such lot. Each Lot owner shall maintain any such improvements placed upon any Lot, and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot, with the exception of pre-existing structures. Said building must be constructed in a workman-like manner and may not be constructed more than one year prior to construction of the main residence. This building must be enclosed on at least three sides and the top, and with some sort of door, which would thus close in all four sides of the building. Once construction has begun on said outbuilding, all exterior construction must be completed within one (1) year of the commencement of construction.

- 2.4 **GUEST HOUSE:** On Lots of five (5.000) acres or greater, a guest suite building may be constructed, which is complimentary to the primary building and constructed of the same materials. If a guesthouse is constructed, the guesthouse must NOT be located within one hundred (100) feet of the primary building and cannot exceed the primary building either in height or square footage. Said guesthouse may only be constructed after the completion of construction of the primary residence. Once construction has begun on said guesthouse, all exterior construction must be completed within one (1) year of the commencement of construction.
- 2.5 **ALLOWABLE HOME TYPES:** There shall be no single-wide mobile homes/manufactured homes, no double-wide mobile homes/manufactured homes, no modular buildings, no previously constructed homes, systems built homes or buses situated on any Lot as a residence or for storage, either temporarily or permanently. Only stick-built or log homes are permitted to be built within Grant's Mountain Estates.
- 2.6 **BUSINESS:** No trade, commerce or other activity which may be considered a nuisance to the neighborhood, may be carried on upon any Lot. It is permissible to operate a home-based internet business, provided that deliveries to the home do not exceed two (2) UPS, Federal Express, or similar express carriers per day. No trade materials or inventories may be stored upon any Lot and no tractor trailer type trucks, house trailers, or mobile homes may be stored or regularly parked on any Lot. No junk or unsightly vehicles of any type or description or unsightly buildings may be placed upon any Lot. Home-based internet businesses shall be allowed to store small inventories within the residence or enclosed out building situated on the Lot. No advertisements of any kind will be permitted on any Lot for home-based businesses.
- 2.7 **TRAILER AND VEHICLE:** No tractor trailer type trucks may be stored or regularly parked on any Lot. Small trailers (e.g., utility, horse) boats or recreational vehicles may be stored on a lot if they are not visible from the roadway or an adjoining lot.
- 2.8 **NUISANCE:** Activities or conditions which may be or become a nuisance or annoyance to any Lot Owner within Grants' Mountain Estates is prohibited.

- 2.9 **SIGNAGE:** The Association reserves the right to erect signs in Grant's Mountain Estates. Signs may be erected by individual lot owners, but are limited to name, address, and "For Sale" signs no larger than three (3) feet by three (3) feet in size. Signs can be placed only on individual lots. Directional signs at the entrance and road intersections are prohibited. Signs must be neat, clean and must be made of metal or wood material. Any exceptions of this covenant must be approved by a majority vote of the officers of the Grant's Mountain Property Owners Association.
- 2.10 **EXTERIOR MAINTENANCE, WASTE:** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or construction materials. No waste of any nature shall be kept on any Lot except on a temporary basis in sanitary containers. Homeowners are responsible for maintaining their property in a neat and orderly condition, including lawn care, landscaping, and exterior building. Trash and recycling containers must be stored out of sight. Vehicles must be parked in designated parking areas and maintained in good condition. Covered vehicles need to be parked out of sight from the common road areas.
- 2.11 **CAMPERS AND CAMPING:** Lot Owners may stay overnight in professionally manufactured campers and camping equipment, placed on their Lot, provided that the camping equipment is not left on the Lot for more than seven (7) out of a thirty (30) day period. Permanent residence in any type of camping equipment is strictly forbidden. Campers must be set no less than 45 feet from the center of the road or 20 feet from another lot's property line and should be out of sight from common areas when parked or stored.
- 2.12 **PETS:** Homeowners are responsible for their pets' actions and should not allow the pets to run free. Homeowners are responsible for picking up after their pets.
- 2.13 **OFF ROAD VEHICLES:** Lot Owners and their guests may drive off-road vehicles in the common areas as long as they do not exceed the posted speed limit and as long as the driver has a valid drivers' license and insurance in case of an accident or incident involving damage to persons or property. Off road vehicles may not be used for racing, jumping, or track use and must have a muffler which minimizes loud engine noise.
- 2.14 **OUTDOOR BURNING:** The Association's Board has the authority to post a development-wide burn ban if there are moderate to severe fire levels for the county or surrounding area. Lot owners have the responsibility to inform their guests and invitees. Lot owners shall not discard any ash, ambers, or fireplace debris into wooden areas. When a Lot owner has a bonfire or burns debris on his Lot, a burn permit must be obtained from the local fire department authorities.
- 2.15 **HUNTING/FIREARMS:** Hunting of any kind or the discharge of high powered rifles is prohibited in Grant's Mountain Estates.
- 2.16 **DRIVING REQUIREMENTS and GATE CODE:** Lot owners, their invitees and guests, are required to drive the roads in the subdivision in a safe manner. Speed limits and driving requirements, and information about the gate code, are found in the Rules and Regulations.

- 2.17 **HOME OCCUPANCY:** Lot owners shall not allow excessive occupancy that the home is not built to support, pursuant to the local building code.
- 2.18 **MINING:** No well for the production of or from which there may be produced, oil, gas or minerals shall be dug or operated upon any lot not owned by Developer, nor shall any machinery, appliance or structure ever be placed, operated or maintained thereon in connection therewith, nor shall there be any subsurface mining or drilling activity thereon; provided further that the prohibition against drilling activity shall not include any drilling or excavation activity associated with the installation of utilities and communication facilities and any activities associated with soil testing, construction of building foundations or master drainage control.
- 2.19 **EROSION:** Any grading or other land use, which creates erosion runoff into streams or other lots, is prohibited. Any grading performed in violation of any county, state or federal ordinance, statute or regulation shall be deemed to be a noxious or offensive activity as defined in these covenants.
- 2.20 **ITEMS TO CONCEAL FROM VIEW:** All clotheslines, garbage cans, above-ground tanks, woodpiles, and other similar items shall be located or screened so as to be concealed from view of the other lots, streets and areas in the Development outside the lot on which such items are located. Each lot owner shall provide closed sanitary receptacles for garbage and all rubbish, trash, and garbage shall be regularly removed from each lot and shall not be allowed to accumulate thereon.
- 2.21 **SOLAR PANELS:** Solar energy collector panels are acceptable if they are installed as an integral and harmonious part of the architectural design of a structure or landscape. Free standing solar panels are also acceptable but must not be visible from the common areas or roadways. All solar panels must be approved by the ACC before installation.
- 2.22 **TREE CUTTING:** No commercial cutting of timber shall be permitted on any lot. However, the clearing of home sites or pastures is permitted provided that no more than twenty percent (20%) of trees that measure greater than twelve (12) inches in circumference at the base of the trunk of the tree on any lot may be cleared without the prior approval of the Architectural Control Committee. The removal of any dead or leaning trees is acceptable in any circumstance. Cutting of smaller trees/bush hogging is permitted and will not be considered part of the twenty percent (20%) allowed to clear so long as trees that are cut are eight (8) inches or less in circumference at the base of the trunk of the tree.
- 2.23 **FINES:** Pursuant to the powers granted to the association in G.S.47f-3-107.1 the association may impose fines if a homeowner is found to be in violation of a regulation. A hearing shall be held before the executive board or a hearing committee appointed by the board to determine if any lot owner should be fined or if planned community privileges or services should be suspended pursuant to the powers granted to the association in G.S. 473-3-102 (11) and (12). The lot owner charged shall be given notice of the charge, an opportunity to be heard and present evidence and notice of the decision. If it is decided that a fine be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and without further hearing, for each day more than five (5) days after the

decision that the violation occurs. Such fines shall be assessments secured by liens under G.S. 47f-3-116.

ARTICLE III: Subdivision of Lots; Multi-Lot Owners.

3.1 **SUBDIVISION OF LOTS:** Owners of lots ten (10.000) acres or greater, other than the Declarant, may divide a lot only if new Lot created is a minimum of five (5.000) acres or greater. All newly created lots of real property which are, and shall be, held, transferred, sold and conveyed are subject to the protective covenants and restrictions of the subdivision named Grant's Mountain Estates. All newly created lots, shall be subject to an assessment for maintenance and expenditures as listed hereinbelow.

3.2 **MULTI-LOT OWNERS:** Owners of more than one lot may not recombine their Lots for dues and assessments purposes. All multi-lot owners shall be subject to an assessment for maintenance and expenditure as listed hereinbelow.

ARTICLE IV: Easements and Setbacks. No structure, other than a fence, may be built within fifteen (15) feet of any property line. Easements for installation and maintenance of utilities and drainage facilities are reserved fifteen feet in width over all side Lot lines and Lot lines along any road in said Subdivision. In addition, the Grant's Mountain Estates is subject to easements, setbacks and road rights-of-way as shown on those certain plats recorded in the McDowell County Registry in Book 8, Pages 22, 33, 63, and 70. The Association has the right to erect and maintain any utility lines, appropriate drainage, electric lines or to grant any easements or rights-of-way on the Common property or within a utility easement, together with the right of ingress and egress for the purpose of installing and maintaining the same.

The roadways, rights-of-way and common areas constructed throughout the Subdivision are for the common use of the Association, Lot owners and their respective heirs, successors or assigns. There shall be no hunting from any roadway or designated easement.

ARTICLE V: GRANT'S MOUNTAIN PROPERTY OWNERS ASSOC., INC.

5.1 **THE ASSOCIATION:** On November 6, 2002, the Declarant caused Grant's Mountain Property Owners Assoc., Inc., to be formed as a North Carolina non-profit corporation by filing its Articles of Incorporation with the North Carolina Secretary of State. All owners of lots within Grant's Mountain Estates, and their successors and assigns, are members of the Association by virtue of said ownership. The Declarant administered the Association until the Declarant had conveyed 90% of the lots within Grant's Mountain Estates. Currently, the Declarant owns no lots in the Subdivision, and the Association governs and oversees the Subdivision, pursuant to this Declaration.

5.2 **VOTING RIGHTS:** The owners of a lot shall be entitled to one vote at any meeting of the membership. In cases where there are multiple owners of a lot, the multiple owners will be entitled to a total of one vote between them; in other words, there will be one vote per lot, regardless of how many persons or entities might own the lot.

5.3 **DUES AND ASSESSMENTS:** Every lot described on the Grant's Mountain Estates plat maps recorded in Book 8, Pages 22 and 33 of the McDowell County registry, shall be subject to an assessment for maintenance and expenditures as listed below. Note: The First Amendment to the Declaration (Deed Book 721, Page 914, McDowell County Registry)

exempts Lots 21, 22, and 24 and the Tower Sites from the Declaration and thus from assessment.

5.4 TYPES OF ASSESSMENTS: The Owner(s), and their successors and assigns, of each Lot in Grant's Mountain Estates is/are deemed to covenant and agree to pay these assessments.

1. Annual Dues;
2. Special Assessments for all Lots, as determined hereinbelow;
3. Special Assessments levied against specific lot(s) for any charges particular to that lot(s); and
4. A late fee, interest and cost of collection of an Assessment when delinquent, including a reasonable attorney's fee, whether or not suit is brought.

5.5 ANNUAL DUES: Each lot shall pay annual dues of \$500 per year, beginning with the execution and recording of this Revised and Amended Declaration. For the year following the year of recording of this document, the Board of Directors, by majority vote, may increase the annual dues by no more than ten percent (10%). The annual dues assessment may be increased by the affirmative vote of a majority of the members voting in person or by proxy at a duly called meeting for that purpose.

5.6 SPECIAL ASSESSMENTS: In addition to the annual dues, Special Assessments against all Lots may be approved at the annual meeting or at a special meeting duly called for that purpose. Any and all special assessments shall be approved by an affirmative vote of sixty-seven percent (67%) of all the Lot Owners entitled to vote and in attendance at the meeting, whether in person or by proxy. Special Assessments may include, but are not limited to:

- 1) If the cumulative annual dues collected proves inadequate for any year;
- 2) In the event of an emergency, such as a weather related event;
- 3) For repair or replacement of a capital improvement upon the Common Elements;
- 4) For any unexpected expenditures not provided for in the budget; and
- 5) For the purpose of defraying, in whole or part, the cost of any upkeep, maintenance or paving upon the Roads in the Subdivision.
- 6) The Board of Directors cannot exceed the approved Special Assessment amount by more than ten (10%) percent without holding a Special Meeting to vote to increase this amount.

5.7 SPECIAL ASSESSMENTS AGAINST SPECIFIC LOTS: If a common expense is incurred by the Association which is caused by the action or inaction of a Lot Owner, the Association may assess that expense exclusively against that Lot Owner's Lot. Likewise, fees, charges, late charges, fines, all collection costs, including reasonable attorney's fees actually incurred, and interest charged against a Lot Owner pursuant to the North Carolina Planned Community Act, this Declaration, Bylaws and Rules and Regulations are enforceable as Common Expense Assessments against specific lots.

5.8 DUE DATES: Annual Dues shall be due and payable on the 1st day of January of each year and considered delinquent after March 31st of that year. Any special assessments shall be payable in accordance with the appropriate Board of Directors resolution authorizing the same. Each Owner shall be liable for the payment of all assessments beginning with the assessment next due after the closing of the purchase of his Lot. Nothing contained herein

shall prohibit a seller from arranging with the purchaser the prorated reimbursement of any prepaid assessments, but neither shall the Association be liable to any party for such reimbursement. The Association shall, upon demand, furnish a written certificate setting forth the status of assessments applicable to a specified Lot, and may make a reasonable charge for the issuance of such certificate.

- 5.9 **REMEDIES FOR FAILURE TO PAY DUES AND ASSESSMENTS:** Any assessment which is not paid within ninety days of the due date, shall be deemed delinquent and shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per year. Any assessment attributable to a Lot which remains unpaid for a period of 90 days or longer shall constitute a lien on that Lot when a claim of lien is filed on record in the Office of the Clerk of Superior Court in McDowell County. All such assessments, together with interest, costs and reasonable attorney fees incurred by the Association in collecting delinquent assessments, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time the assessment became due. No Owner may escape liability for any assessment through nonuse of the Common Elements through abandonment of his property. The obligation of an Owner for delinquent assessments shall pass to his successors or assigns in title unless expressly excused by the Association, except that such personal obligation shall not pass to mortgagees or trustees under Deeds of Trust of such successor Owner or assignee. The Association may bring an action against the Owner personally obligated to pay such assessment or may foreclose the lien created herein in the same manner prescribed by the PCA in like manner of the foreclosure of deeds of trust. Costs, interest, and reasonable attorney fees as hereinabove provided shall be added to the amount of such assessment.
- 5.10 **SUBORDINATION OF THE LIEN:** A claim of lien for assessments provided for herein shall be subordinate to the lien of any first mortgage deed of trust which was recorded prior to the filing of the Lien, and to ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, that the sale or transfer of any Lot pursuant to an order of foreclosure of a deed of trust which predates the lien, shall extinguish the lien of assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve a Lot from liability or liens arising from assessments which become due thereafter.
- 5.11 **MAINTENANCE FUNDS:** The Grant's Mountain Estates Maintenance Fund shall be owned jointly by all the Lot owners within Grant's Mountain Estates, detailed in Bylaws Article 7.1 and shall be used only for:
- a) Maintenance expenses for entrance landscaping fencing and signage.
 - b) Maintenance of all common roads and grounds.
 - c) Electric bills, postage and insurance.
 - d) Community enhancement (mowing, etc).
 - e) All reasonable administration costs for the perpetual continuation of the Grant's Mountain Property Owners Association, Inc.
 - f) The payment of reasonable legal fees to enforce any violation of covenants contained or amended within this recorded document.
 - g) All current or future improvement to common grounds.
 - h) The hiring of Engineering or Specialty Firms is not covered by this fund and would

require an affirmative vote of (67%) of all the lot owners entitled to vote and in attendance in person or by proxy at the Special Meeting.

- 5.12 **FILING A LIEN:** Pursuant to the North Carolina Planned Community Act (hereafter the "Act" or the "PCA"), the Grant's Mountain Property Owners Association, Inc. has the authority to file a lien with the Register of Deeds of McDowell County on an assessment which is more than ninety (90) days past due. The Association may foreclose on said lien if the dues remain unpaid, pursuant to the Act.

ARTICLE VI: ARCHITECTURAL CONTROL COMMITTEE: An Architectural Control Committee (hereafter the "ACC") is established, and the members of the ACC shall be appointed by the Board of the Association.

- 6.1 **APPROVAL OF PLANS:** No improvements shall be erected, placed, altered, maintained or permitted to remain on any Lot, nor shall any construction be commenced thereon until plans for such improvements have been approved by action of the ACC in accordance with the provisions herein; provided however, that improvements and alterations completely within the interior of a building may be completed without approval. The term "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, outbuildings, water lines, sewers, electric and gas distribution facilities.
- 6.2 **FAILURE TO GET ACC APPROVAL:** Any lot owner who commences to build without written permission and stamped plan approval from the ACC is subject to a fine of up to \$100.00 per day for every calendar day from date of starting construction (i.e. digging footings, clearing lot to build) until receipt of approval letter from the ACC. The ACC reserves the right to bring legal action against lot owners who start building without approved plans.
- 6.3 **BUILDING STANDARDS:** The ACC may prepare and maintain "Building Standards" which summarizes its construction standards to be used as the criterion for the approval of proposed improvements. The ACC, or Property Owner Association shall have the power to modify, alter, supplement, or amend Building Standards at any time, but such change shall not be effective as to improvements, which have previously been approved. The actions of the ACC through its approval or disapproval of plans, and other information submitted pursuant hereto, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.
- 6.4 **COMMUNICATIONS:** All communications and submittals shall be addressed to Grant's Mountain Estates, 800 Grants Mountain Rd., Marion, N.C. 28752, or to any such address as the ACC shall hereinafter be designated in writing. The ACC shall reply in writing to all plan submittals within thirty (30) days of receipt hereof. The ACC shall have 30 days to approve complete plans that have been submitted by lot owner(s) or builder.
- 6.5 **LIABILITY OF THE ACC:** Neither the ACC, nor any member, employee or agent thereof, shall be liable to any owner of a Lot or to anyone submitting plans for approval or to any other interested party by reason of mistake in judgment, negligence, or nonfeasance in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or their duties hereunder.

6.6 **EXCEPTIONS:** The ACC may make exceptions to the provisions herein, when, in its sole discretion, such exceptions would not be in conflict with the intended character of the property subject to this Declaration when fully developed and occupied in accordance with the developer's plans and objectives therefore.

6.7 **IMPACT FEE:** An Impact Fee of \$1,000 will be charged by the ACC to a Lot Owner for building a new home to offset additional wear and tear upon the roads in the subdivision caused by heavy trucks and other equipment. In the event damage to the roads or common areas is caused by the construction of a new home, which is in addition to the normal wear and tear covered by the Impact Fee, the Lot Owner is liable to the Association for the costs incurred to repair the additional damage.

ARTICLE VII. COMMUNITY APPEARANCE:

7.1 Community appearance will be maintained by the Association. Association funds shall be used to maintain the road right of way and any common ground (i.e. entrance, landscaping, etc.). Maintenance will be done at the discretion of the Association. If the lot has been improved (built upon), then the owners of the improved lot shall maintain their lot(s) to neatly kept and mowed condition. All stumps, brush piles and debris shall be removed from lot(s), or hidden from sight from the roadways.

7.2 Downed trees, branches and debris which have fallen within the road rights of way shown on the recorded Plats (which is usually 30 feet from existing roadbed centerline) shall be removed at the lot owners' expense from which lot tree has fallen. The Association will notify the owner of the downed tree and the owner has (120) days from the date of the notice to have the tree, branches or debris removed. If the removal work is delayed longer than (120) days, the Association may hire a contractor to remove the issue, and the Lot owner will be sent a Special Assessment billed for the cost incurred.

ARTICLE VIII: COVENANTS:

8.1 These covenants are to run with the land and shall be binding on all parties and all persons claiming under them perpetually.

8.2 If any party or parties shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other person or persons owning Lots described herein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent such violation or to recover damages for such violation. The Association may enforce this Declaration by any proceeding at law or in equity, but has no duty to do so.

8.3 Invalidation of any of these covenants or any part thereof by judgments or Court order shall in no way effect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons, or the Association, to take action to restrain the violation of any of these covenants and restrictions shall not be construed as waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

CERTIFICATION

I hereby certify that the foregoing declaration were adopted by the Members of Grant's Mountain Property Owners Assoc., Inc. on the 24 day of November, 2025.

Liza Rushford Liza Rushford President Grants Mountain POA
Signature Name Printed Title

North Carolina, McDowell County

I, a Notary Public of the county and state aforesaid, certify that Liza Rushford personally came before me this day and acknowledged that he (or, she) is the President of Grant's Mountain Property Owners Assoc., Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed.

Witness my hand and official seal, this the 24th day of November, 2025. [Seal] _____

Cheyenne White Cheyenne White Notary Public
Signature Name Printed

My commission expires: 11/22/2027

