

# HICKORY HILLS

# SUBDIVISION

## PROTECTIVE COVENANTS

Conditions, Covenants, Restrictions, and Easements Affecting Property of the Hickory Hill Subdivision owned by Southeastern Jurisdictional Administrative Council, Inc., and operated as Lake Junaluska Assembly, Haywood County, N.C.

THIS DECLARATION, made this 17th day of June, 1996, by Southeastern Jurisdictional Administrative Council, Inc. (SEJAC), hereinafter called the Declarant,

### WITNESSETH:

SEJAC owns and operates Lake Junaluska Assembly as a religious assembly ground whose charter provides that it was established for the benefit of the United Methodist Church as "... a resort for religious, charitable, educational and benevolent purposes...". It is empowered to make rules and regulations by and through its duly elected SEJ Administrative Council. The SEJ Administrative Council is dedicated to the training, edification, and inspiration of people who are interested in and concerned with Christian principles and concepts.

WHEREAS, Declarant is the owner of the real property described in Clause I of this Declaration, and is desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations, easements, liens, and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof;

NOW, THEREFORE, SEJAC hereby declares that the real property described in and referred to in Clause I hereof is, and shall be, held, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens, and charges hereinafter set forth.

### *Definition of Terms*

Building Site shall mean any lot, or portion thereof, or any two or more contiguous lots, or a parcel of land or record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these covenants.

Declarant shall mean and refer to the Southeastern Jurisdictional Administrative Council, Inc.

## CLAUSE I

### *Project Subject to This Declaration*

The real property which is, and shall be held, and shall be conveyed, transferred, and sold subject to the conditions, restrictions, covenants, reservations, easements, liens, and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in the County of Haywood, State of North Carolina, and is more particularly described as follows, to wit:

Hickory Hill, section one subdivision plat showing property of Lake Junaluska Assembly, Waynesville township, Haywood County, North Carolina, dated 14 May, 1996, was prepared by Hayes, Seay, Mattern & Mattern, Inc., Greensboro, North Carolina.

No property other than that described above shall be deemed subject to this Declaration, unless specifically made subject thereto.

The Declarant may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, liens, and charges herein set forth by appropriate reference hereto.

## CLAUSE II

### *General Purposes of Conditions*

The real property described in Clause I hereof is subjected to the covenants, restrictions, conditions, reservations, liens, and charges hereby declared. This is to insure that the statements of its charter are upheld, the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures. In general, these provisions are to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

**A All building sites in the tract shall be known and described as residential building sites. No structures shall be erected, altered, places, or permitted to remain on any building site other than on detached single-family dwelling, not to exceed three stories in height, a private garage for not more than three cars, and other outbuilding incidental to residential use of the premises.**

**B No building shall be erected, placed, or altered, on any premises in said development until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building, with respect to topography and finished ground elevation, by a person so designated by the Executive Director of SEJAC. In the event said person fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to them or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with.**

**C No building shall be located on any building site less than 20 feet from the front lot line for all sites covered by these covenants, nor less than 20 feet from any side street line. No building shall be located less than 10 feet from any side lot line and each building must be at least 10 feet from each other. No residence shall be so located as to reduce the rear yard of the plot on which it is located to less than 50 feet for external lots or 25 feet for internal lots.**

**D No residential structure shall be erected or placed on any building site, which has an area of less than 6,000 square feet or a width of less than 60 feet at the front building setback line for interior lots, and less than 70 feet for corner lots.**

**E No business, trade, or retail activity shall occur on upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.**

**F No trailer, Class One or Class Two premanufactured dwelling as identified in Volume Seven CABO with North Carolina Amendments, basement, tent, shack, garage, barn, or other outbuilding erected on a building site covered by these Covenants shall be at any time used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.**

**The keeping of a mobile home or travel trailer, either with or without wheels, on any parcel of property covered by these covenants is prohibited. A motor boat, house boat, or other similar water borne vehicle may be maintained, stored, or kept on any parcel of property covered by these covenants only if housed completely with a structure which has been architecturally approved by provisions of paragraph B thereof.**

**G** No main residential structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches, and garages, is less than 1200 square feet in the case of a one-story structure, or less than 1000 square feet in the first floor in the case of a one and a half, two, two and one-half-story, or three-story structure.

**H** Five feet-wide permanent easement along each boundary and along road right of ways is hereby reserved for each building site for drainage, utility installation, and maintenance.

**I** No animal, livestock, or poultry of any kind, other than dogs or cats, provided they are not kept or maintained for commercial purposes, shall be kept or maintained in the house or on any part of said property. Dogs shall be kept on a leash or properly enclosed in pens at all times.

**J** The premises hereby conveyed shall not be conveyed or otherwise alienated, nor shall the title or possession thereof pass to another without the written consent of the Declarant, except that the Declarant shall not withhold such consent if and after a written consent is given to permit such conveyance or alienation by a majority of the owners of the fifteen (15) building sites included within these covenants most immediately adjacent to the said premises, and which adjoin or face said premises for a distance of five (5) building sites which are most immediately adjacent thereto and across any street upon which said premises front; except transfer of title by way of devisee or inheritance, in which case the devisee or heir shall take such property subject to the restrictions herein imposed, and except that said property may be mortgaged or subjected to judicial sale, provided, in any such case, that no purchaser of said premises at judicial sale shall have the right to convey or otherwise alienate said premises without the written consent of the Declarant first had and obtained in the manner above stated.

In the event there is a total of less than fifteen (15) building sites which meet the consent requirements of this Section, then a sufficient number of the most immediately adjacent building sites included within these covenants and lying to the rear of said premises shall be included to obtain the required fifteen (15) building sites.

It is understood, however, that the rights hereby reserved to the Declarant shall apply with equal force and effect to its successors and assigns; but in the event the ownership and control of the rights hereby reserved, pass from the hands of SEJAC, either by reason of appointment of a Receiver, assignment for the benefit of creditors, bankruptcy, by sale under legal process of any kind, by the transfer of the ownership of a majority stock to other than the Corporation's interests, or otherwise, the provision for consents by the Grantor in this Section J, provided for, shall be deemed to be sufficiently obtained when obtained only from a majority of the owners of the said adjoining and facing building sites, as specified in Section J herein, and thenceforth the right to enforce the restrictions in this Section J of this deed contained shall immediately pass to the said owners of the said adjoining and facing building sites.

**K** No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein except upon approval by the architectural committee as provided in Section B.

**L** Oil drilling, oil development operations; refining, mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these Covenants.

**M** These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2022, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the building sites covered by these covenants it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person or persons owning any real property situated in said tract, or the Homes Association as provided in Section M, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant, and either to prevent him or them from doing so or to recover damages or other dues for such violation.

**N** Invalidity of any one of these Covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

**O** No radio or television transmission or reception towers, antennas, or discs greater than 18" in diameter shall be erected on a building site other than customary antenna which shall not extend more than ten (10) feet above the top roof line ridge of the house. In no event shall free standing transmission or receiving towers, discs, or dishes be permitted.

**P** An area 50' wide is reserved as an undisturbed buffer line for perimeter lots for property described in Clause I of this Declaration. No land disturbance or tree cutting is permitted within this buffer without permission of the person so designated by the Executive Director of SEJAC. Declarant hereby reserves and shall have temporary easements for itself, its agents, and employees for the purpose of construction improvements thereon, and completing development of the properties.

### **CLAUSE III**

**A Each owner shall pay annually a SERVICE CHARGE in an amount fixed by the SEJ Administrative Council for police protection, fire protection, street maintenance, street lighting, and upkeep of common areas.**

**B Each owner shall pay each year a GROUNDS FEE as fixed by the SEJ Administrative Council which shall entitle the family to all activities sponsored by Lake Junaluska except those termed "SPECIAL" where an additional charge beyond the grounds fee is required.**

**C Each owner shall be responsible for monthly charges through SEJAC Utility Department. Charges may include water, sewer, fire protection, and solid waste as applicable.**

**D In order to carry out the aims, objectives and purposes for which SEJ Administrative Council was organized and to maintain a community whose aims, objectives and purposes are compatible with those of Declarant, Grantee, his heirs and assigns, and any future owner of the land herein described, agree that if they desire to sell said land, the Grantees, his heirs and assigns, and any future owner of the land, shall first offer Declarant OPTION TO REPURCHASE said land on the same terms and at a price no higher than the lowest price the Grantee/Owner has agreed to accept from any bona fide purchaser. The OPTION TO REPURCHASE shall be in writing and shall set forth the terms and the price at which said property is being offered for sale. The Option shall be delivered to the Executive Director of the Declarant (or to any other officer of Grantor designated to receive said Option) at the principal office of SEJ Administrative Council, Lake Junaluska, North Carolina. Declarant shall have thirty days from actual receipt of the Option or to decline to exercise the Option.**

**E Each owner shall pay an IMPACT FEE for new construction and/or additions as fixed by the SEJ Administrative Council, Inc.**

**PROSPECTIVE PROPERTY PURCHASER QUESTIONNAIRE**

**NAME** \_\_\_\_\_  
(Example: John T. Doe and wife Jane P. Doe)

**ADDRESS** \_\_\_\_\_

**STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**TELEPHONE (h)** \_\_\_\_\_ **(w)** \_\_\_\_\_

**FAX** \_\_\_\_\_

**CHURCH OR SYNAGOGUE** \_\_\_\_\_

**PASTOR, PRIEST, RABBI** \_\_\_\_\_

**PARTICIPATION: HIGH** \_\_\_\_ **MEDIUM** \_\_\_\_ **LOW** \_\_\_\_

**WHAT IS YOUR SPECIAL PROPERTY INTEREST?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_