



**CLAREMONT
PROPERTY OWNERS
ASSOCIATION, INC.**

PO BOX 1118 FLAT ROCK NC 28731-1118

January 31, 2024

Dear Claremont Property Owner:

The annual budget for calendar year 2024 was approved by the Claremont Property Owners Association at the Annual Meeting on January 27, 2024. As provided in the approved budget, the assessment for the year, January 1, 2024 through December 31, 2024, is \$650.00 for each lot in Claremont.

In accordance with the By-laws of the Claremont Property Owners Association, the assessment is due and payable in full by March 1, 2024. Please remember that accounts paid after March 31, 2024, are subject to a late payment fee equal to prime plus 1%.

Year 2023 Assessment for one Lot\$ 650.00

Year 2023 Assessment for two Lots.....\$1300.00

Please make your check payable to: **Claremont Property Owners Association** and it mail to:

Claremont POA
PO Box 1118
Flat Rock, NC 28731-1118

If you have questions please contact me, Bryan Hanson, Treasurer. Thank you.

Respectfully submitted,

Anne Bryan Hanson

Anne Bryan Hanson, Treasurer
CPOA Board of Directors
bryanbhanson@hughes.net



NORTH CAROLINA

PROTECTIVE COVENANTS OF CLAREMONT SUBDIVISION

HENDERSON COUNTY

THIS DECLARATION of limitations, restrictions and uses is made and entered into this the 30th day of April, 1987, by W. STEPHEN GILBOY and wife, JOAN GILBOY, by their Attorney in Fact, R. MICHAEL GILBOY.

The undersigned W. Stephen Gilboy and wife, Joan Gilboy, (hereinafter called "the Developers"), by virtue of deeds recorded in Book 682 at Page 355, and Book 682, Page 359, of the Records of Deeds for Henderson County, are the owners of that real estate being developed as "Claremont Subdivision" as shown on plats filed or to be filed for record in the office of the Register of Deeds for Henderson County, North Carolina.

The said Developers desire to subject so much of said property described in Deed Book 682, Page 355, and Deed Book 682, Page 359, as is shown on said plats of Claremont Subdivision (whether now or hereafter recorded) to the following limitations, restrictions and uses which shall run with the land and be binding not only upon the undersigned developers but upon all of their successors in title.

NOW, THEREFORE, the said Developers do hereby make the following declaration as to the limitations, restrictions and uses to which the above-described tract of land known as Claremont Subdivision shall be subject:

1. All lots shall be used for residential purposes only. Each dwelling must have a minimum of eighteen hundred (1800) square feet of heated living space exclusive of garages, patios and porches, and must be a single-family dwelling.

2. The number of dwellings and other buildings constructed, placed or permitted to remain on a lot shall be as follows:

- A. On a lot consisting of less than three (3) acres, there shall be only one (1) dwelling.
 - B. On a lot consisting of three (3) or more acres, there shall be only one (1) principal dwelling, but a guest house may also be erected if approved by Developers or their assignee, which approval shall not be unreasonably withheld.
 - C. On any lot of any size, an outbuilding such as a detached garage, shed, barn, gazebo, playhouse, or the like may be erected only with the approval of Developers or their assignee, which approval shall not be unreasonably withheld.
 - D. The owner of two (2) or more adjoining lots may combine them for purposes of Paragraph B above by electing so to do in a duly executed and acknowledged instrument recorded in the office of the Register of Deeds for Henderson County. Thereafter, the lots described in the notice of election shall not be conveyed separately without the consent of Developers or their assignee, which shall not be unreasonably withheld.
3. Animals shall be kept or maintained only as follows:
- A. Dogs, cats, and other small animals or birds which are bona fide domestic pets may be kept on any lot, but not raised or sold on a commercial basis.
 - B. The owner of one or more adjoining lots consisting of a total area of three (3) acres or more may keep horses or ponies thereon with the consent of Developers

or their assignee, which shall not be unreasonably withheld, but neither horses nor ponies shall be raised or sold on a commercial basis.

- C. No other animals, livestock or poultry shall be kept or maintained anywhere in the subdivision.

4. No commercial activity of any kind may be conducted in the subdivision; and no signs of any nature (except one sign suitable for advertising the sale of a house or lot, or identifying the general contractor building a house) shall be maintained on any lot in said subdivision.

5. Only standard radio and television antennas shall be permitted in the subdivision, unless approved by Developers or their assignee. Developers will grant such approval only if they are satisfied that a proposed antenna will not reasonably be an annoyance to any property owners.

6. No metal or wire fences of any type shall be allowed unless screened from view from the subdivision roads and adjacent property.

7. All dwellings and any other structures must be located within the building set-back lines shown on the recorded plat; PROVIDED, that if two or more lots shall be under a single ownership, the interior set-back lines may be disregarded.

8. All concrete block foundations must be veneered with brick, stone or stucco.

9. All plumbing, lavatories and sanitation devices must be indoors. All sewage systems shall be connected to a septic tank or cesspool designed, located and constructed in accordance with the requirements of the Henderson County Health Department.

10. House trailers, travel trailers, mobile homes, recreational vehicles, boats in excess of 16 feet long, trailers for such boats, trucks (other than pick-ups, panel trucks, and vans) and portable camping equipment shall not be left visible from subdivision roads or adjacent property.

11. All telephone and electrical lines must be underground.

12. All building plans, elevations and specifications shall be submitted to Developers or their assignees for their approval prior to construction. Approval shall not be unreasonably withheld.

13. The exterior of all dwellings and other buildings must be completed within one (1) year from start of construction. Major landscaping and other site improvements relating to a dwelling must be completed within the time limits set out below:

A. If a certificate of occupancy is issued on or before June 30 of any year, such improvements must be completed by December 31 of that year.

B. If a certificate of occupancy is issued after June 30 of any year, such improvements must be completed by June 30 of the following year.

14. Developers reserve the right, in their discretion, to assign to an association of property owners in Claremont Subdivision all rights of approval or disapproval reserved to Developers in Paragraphs 2, 3, 5 and 12 above. As used in said Paragraphs, "assignee" means such an association.

15. The covenants set out in Paragraphs 1 through 13 above may be amended or modified by written instrument executed by the owners of two-thirds (2/3) of the lots in the subdivision, and duly recorded.

16. Claremont Drive, and any other roads now or hereafter shown on recorded plats of Claremont Subdivision, are private roads but are dedicated for the exclusive use of the property owners in Claremont Subdivision, for ingress and egress and for public utilities. A right of way is reserved over each lot in Claremont Subdivision for all roads abutting said lot. The following provisions apply to all roads in Claremont Subdivision:

- A. The cost of maintaining Claremont Drive, and any extensions of this road and roads branching off of it, whether now in existence or constructed hereafter shall be equally divided among all lots served by all of said roads. The maintenance cost paid by the owner of each lot, for that lot, shall be the total cost of maintenance of said roads divided by the total number of lots served by said roads. So long as Developers own lots in the subdivision, they shall pay for road maintenance on the same basis as any other lot owner; PROVIDED that as long as developers own at least thirty (30) lots in Claremont, Developers shall pay the entire cost of road maintenance.
- B. The owner of each lot, by the acceptance of a deed or other conveyance, agrees to pay to Developers, or their successors in interest as hereinafter defined, that lot's pro rata share of road maintenance as defined in Paragraph A above. Each lot is hereby made subject to a specific and continuing lien to secure the payment of such charges, including interest thereon, and this lien shall run with the land and be enforceable notwithstanding any change of ownership of the lot. The successive owners of each lot, by the acceptance of deeds therefor, shall be deemed to personally assume and agree to pay all such charges which are a lien upon the lot. Developers, or their successors

in interest as hereinafter defined, shall have the right to collect the charges, including interest, which are a lien on any lot by means of a civil action against the owner of such lot, and, upon obtaining judgment against the owner, to have the lot sold and the net proceeds of sale applied to the discharge of the judgment.

- C. All charges for road maintenance which are not paid within thirty (30) days after being billed to the lot owners shall bear interest at the rate of eight per cent (8%) per annum, compounded semi-annually, until paid. Upon demand, developers or their successors in interest shall furnish to any lot owner or mortgagee a certificate showing all amounts which are a lien against any lot as of a given date.
- D. Developers reserve the right, in their discretion, to assign to an association of the property owners in Claremont Subdivision the right to maintain the subdivision roads and to collect the cost thereof from the owners of the lots. Until such an assignment is made, all road maintenance shall be performed by Developers, who shall be reimbursed by the other lot owners as provided above. If Developers assign their rights to a property owners association, the association may, in its discretion, establish and collect an annual assessment against each lot for road maintenance. The amount of the assessment shall be the same for all lots, and shall be such amount as the association shall determine to be necessary in order to provide for road maintenance for the ensuing year. The association shall not be obligated to expend in any twelve-month period all of the assessments collected during that period, and may carry forward any balance remaining. The provisions of Paragraphs B and C above shall apply to such assessments.

E. Paragraphs A, B, C and D above shall apply only to maintenance of Claremont Drive, and any extensions of this road, or new roads connected to it. If, in the course of future development, any new and separate road (not connected to Claremont Drive) is constructed in Claremont Subdivision, Developers will file an amendment to these restrictive covenants, which amendment will provide for maintenance of any such new road by the owners of only those lots which it serves.

F. Developers assume no responsibility for maintenance of King Bridle Path, a 60-foot wide right of way located partly within Claremont Subdivision.

17. The covenants set out in Paragraphs 1 through 11 above shall run with the land and be binding on all parties and all persons claiming under the Developers for a period of thirty (30) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the owners of at least two-thirds (2/3) of the lots in the subdivision is recorded agreeing to change said covenants in full or in part, or to terminate them.

18. It shall be lawful not only for the undersigned Developers and their successors and assigns but also for any present or future owners of any lot or lots in the subdivision, who have derived or who shall hereafter derive title from or through the undersigned, and also for an association of such owners, if one shall hereafter be formed, to institute and prosecute any proceedings at law or in equity against any person or persons violating or threatening to violate the foregoing covenants.

19. Invalidation of any one of these covenants by judgment or Court order shall not affect any of the remaining provisions above set out, which shall remain in full force and effect.

The undersigned Developers do hereby declare that the advantages accruing to their property from the covenants and restrictions hereinabove set out constitute good and valuable consideration for the execution of this instrument.

R. MICHAEL GILBOY executes this instrument as Attorney in Fact for W. Stephen Gilboy and wife, Joan Gilboy, pursuant to authority contained in Power of Attorney recorded in Book 662, Page 41, Henderson County Registry.

IN WITNESS WHEREOF, the undersigned Developers have hereunto set their hands and seals the day and year first above written.

W. Stephen Gilboy
W. Stephen Gilboy by
R. Michael Gilboy Attorney in fact
 BY: _____ (SEAL)
 Attorney in fact
 Joan Gilboy *Joan Gilboy* by
 BY: *R. Michael Gilboy* Attorney in fact (SEAL)
 Attorney in fact

STATE OF NORTH CAROLINA
 COUNTY OF HENDERSON

I, *Gale P. Beal*, a Notary Public in and for the above County and State, do hereby certify that W. STEPHEN GILBOY by and through his attorney in fact, R. Michael Gilboy and Joan Gilboy, by and through her attorney in fact, R. Michael Gilboy appeared before me this day and acknowledged the due execution by them of the foregoing instrument.

WITNESS my hand and notarial seal, this the 30 day of April, 1987.

My commission expires: January 1991

Gale P. Beal
 Notary Public



North Carolina, Henderson County The foregoing certificate(s) of

Gale P. Beal
 Notary Public (Notary Public) is/are certified to be correct. This

instrument presented for registration and recorded in this office

this 30 day of April 1987 at 1:30 M. in Book 662 Page 41

R. Michael Gilboy *Joan Gilboy*
 Register of Deeds (Deputy)