



Doc ID: 017963050006 Type: CRP
Recorded: 11/06/2006 at 12:18:31 PM
Fee Amt: \$29.00 Page 1 of 6
Workflow# 2075104
Buncombe County, NC
Otto W. DeBruhl Register of Deeds
BK **4312** PG **1915-1920**

Prepared by and return to:
VAN WINKLE LAW FIRM (als)
BOX 55

RECORDED COVENANTS

Between

**BUTLER MOUNTAIN ESTATE PROPERTY
OWNERS' ASSOCIATION, INC., and
BROWNCOR, INC.**

And

JANE B. MCNEIL and E.S. BROWN, JR.

COPY

2

STATE OF NORTH CAROLINA

RECORDED COVENANTS

COUNTY OF BUNCOMBE

THIS document is executed and entered into by and between Butler Mountain Estates Property Owners' Association, Inc., hereinafter referred to as "BMEPOA" with Browncor, Inc., hereinafter referred to as "Browncor" and Jane B. McNeil and E. S. Brown, Jr., this the 25 day of OCTOBER, 2006.

WHEREAS, Browncor owns certain property being the remainder of that property conveyed to it by a Deed recorded in Book 2270, Page 142 which has not been sold or conveyed to third parties. All of the said property still titled in the name of Browncor less the parcel under contract for Lot 326 is the property affected by these restrictions; and,

WHEREAS, this document is given in settlement of litigation between BMEPOA and Browncor and Jane B. McNeil and E. S. Brown, Jr.

NOW, THEREFORE, in consideration of the settlement of said litigation, it is agreed between the parties as follows:

1. Browncor and E. S. Brown, Jr. and Jane B. McNeil agree that none of them nor any of their successors or assigns acquiring title subsequent to this Agreement (except Lot 326 in the Highlands) shall undertake to widen Pinkerton Corner within the boundaries as shown on Plat Book 42, Pages 189 and 190. The parties acknowledge that previous Grantees from Browncor are not affected by this covenant.

2. With respect to the remaining property owned by Browncor, less and except Lot 326, all of which being a portion of the property described in the Deed Book 2270, Page 142, Browncor, Inc. agrees and covenants that:

- (a) Each lot sold hereafter by it will require a 100-foot building setback from the five (5) acre Bald at the top of Butler Mountain;
- (b) No lot will be sold to anyone less than ten (10) acres in size and no lot so sold hereafter may be further subdivided with the exception of Lot 326;
- (c) That all lots sold by Browncor will be restricted for residential purposes as restricted in the Covenants for the Butler Mountain Highlands, Deed Book 2404, Page 510 and Book 2505, Page 82 and Book 3401, Page 56;

3

- (d) That upon the sale of each lot by Browncor hereafter to a purchaser, Browncor shall collect and forward to BMEPOA the sum of Two Thousand and no/100 Dollars (\$2,000.00) as an impact fee for road maintenance expense for the roads within Butler Mountain Estates, Plat Book 42, Pages 189 and 190;
- (e) That other than the access easement of 30-feet in width on the South side of The Bald, no roads will be built to The Bald. This access easement shall be maintained by Butler Mountain Bald, Inc.

3. Browncor acknowledges that BMEPOA and the Butler Mountain Highlands Property Owners Association are two separate legal entities with responsibility for maintaining their own roads. The property owners in the Highlands use the roads in Butler Mountain Estates and, consequently, have an obligation to pay reasonable road maintenance fees which contribute toward the maintenance of the roads in Butler Mountain Estates and the gate.

4. Browncor covenants, for itself, its successors and assigns, that the water diverted to the West at the bottom of Pinkerton Corner in the Butler Mountain Highlands shall not be re-diverted to the East into Butler Mountain Estates, Plat Book 42, Pages 189 and 190.

5. With respect to the remaining property not previously conveyed or under contract, and that is described in Deed Book 2270, Page 142, Browncor shall use good faith efforts to encourage all purchasers and contractors to use Ebby Ridge Road for construction traffic.


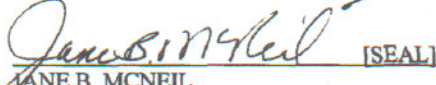
6. With respect to lots previously conveyed outside Butler Mountain Estates by Browncor or its predecessors in interest, no impact fee shall be payable to BMEPOA. The Lots and parcels subject to this provision include all parcels in Section 2 and Section 3 of Butler Mountain Estates, the Kerney McNeil Subdivision and all parcels conveyed out of the tracts described in Deed Book 1089, Page 171 that are not shown as part of Plat Book 42, Page 189 and 190; provided however, nothing herein shall limit or abridge the common law rights of BMEPOA to assert claims against any party who shall unreasonably overburden the easements over the roads in Butler Mountain Estates or unreasonably damage the roads therein.


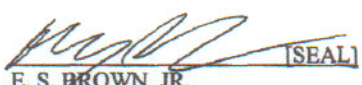
4

IN WITNESS WHEREOF, the parties have hereunto set forth their hands and seals the date and year first above written.

BUTLER MOUNTAIN ESTATES
PROPERTY OWNERS' ASSOCIATION,
INC.

BROWNCOR, INC.

By: 
 [SEAL]
JANE B. MCNEIL

By: 
 [SEAL]
E. S. BROWN, JR.

COPY

ND: 4823-1790-2081, Ver 1

5

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Carole S. Brezeale, a Notary Public of the State and County aforesaid, do hereby certify that Edward B. Shoff personally appeared before me this day and acknowledged that he is President of **Butler Mountain Estates Property Owners' Association, Inc.**, a non-profit corporation, and that he as President, being authorized to do so, executed the forgoing on behalf of the corporation.

Witness my hand and official stamp or seal, this the 25th day of October,



Carole S. Brezeale
NOTARY PUBLIC

Carole S. Brezeale
[Typed/Printed name of Notary Public]

My Commission Expires:

May 12, 2010

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Carole S. Brezeale, a Notary Public of the State and County aforesaid, do hereby certify that **E. S. Brown, Jr.** personally appeared before me this day and acknowledged that he is President of **Browncor, Inc.**, a corporation, and that he as President, being authorized to do so, executed the forgoing on behalf of the corporation.

Witness my hand and official stamp or seal, this the 25th day of October,



Carole S. Brezeale
NOTARY PUBLIC

Carole S. Brezeale
[Typed/Printed name of Notary Public]

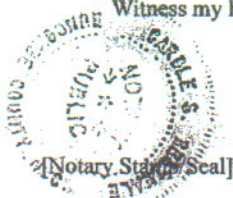
My Commission Expires:

May 12, 2010

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Carole S. Brezeale, a Notary Public of the County and State aforesaid, certify that **Jane B. McNeil** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp/seal this 25th day of October, 2006..



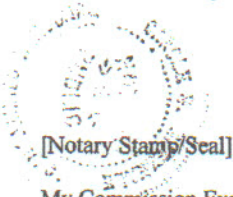
My Commission Expires:
May 12, 2010

Carole S. Brezeale
Notary Public
Carole S. Brezeale
[Typed/Printed Name of Notary Public]

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Carole S. Brezeale, a Notary Public of the County and State aforesaid, certify that **E. S. Brown, Jr.** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp/seal this 25th day of October, 2006..



My Commission Expires:
May 12, 2010

Carole S. Brezeale
Notary Public
Carole S. Brezeale
[Typed/Printed Name of Notary Public]