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MELISSA ROACH  
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BY: MELISSA ROACH  
REGISTER OF DEEDS  
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*Melissa B. Roach*

STATE OF NORTH CAROLINA  
COUNTY OF CLAY

**SIXTH SUPPLEMENTAL  
DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS,  
RESERVATIONS, TERMS AND CONDITIONS GOVERNING  
SHILOH DEVELOPMENT**

WHEREAS, the undersigned, Shiloh Stables, Inc., is the developer and Donald L. Coleman, JR., Successor Trustee of the Donald L. Coleman and Virginia A. Coleman joint Declaration of Trust dated June 3, 1993 are the owners of a certain tract or parcel of land in Shooting Creek Township, Clay County, North Carolina, said tract being more particularly described as follows:

In Shooting Creek Township, Clay County, N.C. and being the Lot 18, Shepard's Burch Cove East, 1.35 acres and 1.12 acres, as shown on the plat of survey by Jeffery B. Weatherly, P.L.S. # L-2988, dated May 28, 1997 entitled "Survey for Donald L. Coleman and wife, Virginia A. Coleman, Lot 18, Shepard's Burch Cove East" recorded in Plat Cabinet 3, at Slide 151, in the Office of the Register of Deeds of Clay County, N.C. reference to which is made for a more complete description.

AND WHEREAS, it is the plan of the undersigned to devote said land exclusively for residential purposes; and as a part of the development plan of said properties that the same shall be restricted according to the use and development herein intended by the Owner and Developer.

AND WHEREAS, it is further the plan of the undersigned to annex the above described property to Shiloh Development for the purpose of the furtherance of a plan for subdivision improvements and sale of said real property.

AND WHEREAS, the Declaration of Covenants, Restrictions, Easements, Reservations, Terms and Conditions Governing Shiloh Development and its Supplementals and its Amendments allows for the annexation of additional real property to the Development.

NOW, THEREFORE, Declarant declares that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the provisions, restrictions, conditions, easements, covenants, agreements, liens and charges as set forth in the DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS, TERMS AND CONDITIONS GOVERNING SHILOH DEVELOPMENT, DATED April 26, 2001 AS RECORDED IN Deed Book 236 at page 201, SUPPLEMENTAL recorded in Deed Book 244, Page 87, SECOND SUPPLEMENTAL as recorded in Deed Book 260, Page 33, THIRD SUPPLEMENTAL as recorded in Deed Book 263, Page 212, AMMENDMENT as recorded in Deed Book 270, Page 27, FOURTH SUPPLEMENTAL as recorded in Deed 270, Page 28 and FIFTH SUPPLEMENTAL as recorded in Deed 274, Page 225, WHICH ARE HEREBY INCORPORATED HEREIN BY REFERENCE AS IF FULLY COPIED HEREIN, all of which are declared and agreed to be in furtherance of a plan for subdivision improvements and sale of said real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of said real property and every part thereof, all of which shall run with the land, be appurtenant thereto and shall be binding on all parties having acquired any part thereof.

#### **I. DEFINITIONS**

The following terms as used in this Declaration and Supplemental Declaration of Restrictions are defined as follows:

- (a) "Articles" means the Articles of Incorporation of the Association.
- (b) "Association" shall mean or refer to Shiloh Development Homeowners' Association.
- (c) "Board" means the Board of Directors of the Association.
- (d) "By-Laws" means By-Laws of the Association.
- (e) "Declarant" means Shiloh Stables, Inc. its successors and/or assigns.
- (f) "Declaration" means this Declaration of Covenants, Restrictions, Easements, Reservations, Terms and Conditions Governing Shiloh Development.
- (g) "Developer" means Shiloh Stables, Inc., its successors and/or assigns.
- (h) "Development" means all real property situate in Shooting Creek Township, Clay County, North Carolina, in the aforementioned recorded plat of survey and all other property which may be annexed thereto as provided herein.

(i) "Owner" means any person, firm, corporation, trust or other legal entity, including Developer, who holds fee simple title to any lot.

(j) "Supplemental Declaration" means any Declaration filed for record in Clay County, North Carolina, subsequent to the filing of record of this document; or in the event of real property being annexed to the Development, the recorded Supplemental Declaration which incorporates the provisions of this Declaration therein by reference. In either event, the Supplemental Declaration shall include a description of the real property in the Development subject to the provisions of this Declaration and shall designate the permitted uses of such property.

(k) "Improvements" means all buildings, out-buildings, streets, roads, driveways, parking areas, fences and retaining walls and other walls, poles, antennas, and other structures of any type or kind.

(l) "Lot" means any numbered or unnumbered lot or parcel of land within the Development as shown on a registered plat of survey.

## **II. PRINCIPAL USES**

This Declaration shall designate the principal uses of lots. If a use other than set out herein is designated, the provisions relating to permissible uses may be set forth in a Supplemental Declaration. The provisions for residential use of a lot are set forth below:

### **Residential Dwelling**

Except that as to those areas which may be designated on a plat or otherwise for a common enjoyment and use by all lot owners, lots in the subdivision shall be used for single family dwelling purposes only and shall not be higher than two (2) stories exclusive of basements.

### **Outbuildings**

Each Owner of land may place only one (1) outbuilding per acre. However, no metal structures may be used as outbuildings.

### **Satellite Dishes**

Satellite dishes must be Eighteen inches (18") or less in diameter.

### **Minimum Use**

No residence shall be erected with an enclosed, heated floor area of less than 1,200 square feet on the main level, exclusive of basements, garages, carports, screened areas, porches, patios, terraces and decks.

### Temporary Structures and Vehicles

No mobile homes, modular homes, house trailers, motor homes, campers, tents or commercial vehicles (including tractor trailers and semi-tractor trailers) shall be used for permanent residences on any lot. However, a motor home or camper may be used for temporary housing during the construction of a home, but only for a one (1) year period to commence on the first day of construction and terminate exactly one (1) year later. Motor homes and campers may be stored upon said lots after construction is completed so long as said motor homes and campers are not used for living quarters or residences. No commercial vehicles (including tractor trailers and semi-tractor trailers) shall be permitted to be stored or parked on any lot within the subdivision.

### Masonry Walls

All exposed masonry walls shall be covered with stucco, brick or rock.

### Construction of Homes

The exterior of all houses and other structures shall be completed within one (1) year after the commencement of construction of the same. All building debris shall be cleaned up and removed from the lot and a reasonable amount of landscaping (such as removal of excess dirt, leveling or terracing of yards) shall be done within said one (1) year period and the yards reasonably maintained thereafter.

### Construction Material Storage

All construction material placed upon any lot shall be assimilated so as not to interfere with the use and enjoyment of appurtenant lots thereto.

In the event that an Owner temporarily terminates construction of a residential building on or before the requisite one (1) year construction period as herein provided, all small building materials must be stored inside the structure and all large materials must be covered and stored beside and behind the structure during this period of time.

### Junk Cars and Appliances

No unlicensed, unused, discarded, or salvaged motor vehicle, of any kind, or any part thereof, and no unusable or salvaged household appliance, or part thereof, shall be placed or left anywhere on any lot outside of any enclosed building or on the right of way of any subdivision road.

### No Nuisances

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. All lots shall be kept free of accumulations of brush, trash, junk, building materials, inoperable

automobiles or other unsightly things. After fourteen (14) days of written notice to the Owner, sent to the address contained in the list maintained by the Association and/or the Developer, the Association and/or the Developer, reserves the right of entry for the purpose of clearing away any such violations, assessing the cost thereof against the Owner and such assessments shall be enforceable against the Owner as other liens herein provided for. The Developer shall not be required to comply with these provisions by anyone until all development work has been completed and the common properties, if any, deeded to the Association.

#### Fences

Fences made of wood are permitted. Developer retains the right to determine if any other types of fences will be allowed.

#### Refuse Disposal, Concealment of Fuel Storage

##### Tanks and Trash Receptacles

Owners shall enclose any fuel storage tank on any lot so as to render it not visible from any street, adjoining water, or other common area, if any, within the subdivision.

Owners shall not allow accumulation of refuse or garbage on any lot except in a concealed receptacle.

#### Septic Tanks

Prior to the occupancy of any residence on any lot, a proper and suitable septic tank and accompanying system shall be installed on such parcel for the disposal and treatment of all sewage. No sewage shall be emptied or discharged into any marsh, stream, or ravine, or upon the surface of the ground. No sewage disposal system shall be permitted or used on any lot unless said system is located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority, and approval of said system shall be obtained from said authority prior to occupancy of any dwelling on any lot.

#### Maintenance of Lots

It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt condition(s) of building or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or of the specific area. Excavation and landscaping of a lot shall conform to approved practices of the appropriate County or state agency having jurisdiction over such matters.

In the event of failure of Owner to maintain the lot and/or the improvements thereon in good condition, the Association may make such repairs and perform such maintenance as may be necessary for the general benefit of the remaining Owners. The cost thereof shall be assessed against the Owner and such assessment shall be enforced as other liens as herein provided.

### Animals

No animals, including, but not limited to swine, fowl, sheep, cattle or like farm animals, may be kept or raised on the property, except dogs, cats, and other household pets are permitted so long as they are kept within the lot boundary lines and are not raised for commercial purposes.

This is an equestrian community and horses shall be permitted so long as the lot owner has at least two (2) acres of land; one (1) horse per acre.

### Dangerous Substances

Owner shall not store or permit to be stored any toxic chemicals, wastes or pesticides on any lot.

### Lot Subdivision

No lots may be subdivided into any lots less than two (2) acres by anyone other than the Developer. No lot, or combination of lots, shall be further subdivided by any person, other than the Developer, nor shall any boundary lines of a lot, or a combination of lots, be altered by any person, other than the Developer, if the effect of such subdividing or alteration shall result in any of the altered lots having less than 2.00 acres, unless the subdivided portion containing less than 2.00 acres be merged with another lot. Provided, however, that an entire lot may be conveyed at the same time to two (2) or more adjoining lot owners with each of the grantees receiving a portion of the lot, so that the lot so conveyed ceases to exist as a separate lot. Where portions of a lot are conveyed to one or more adjoining lot owners for the purpose of merging such portion of that lot with an existing lot, each portion so conveyed shall not be deemed a separate lot and building site, but shall be considered an addition to the lot of the acquiring land owner.

### Setback Restrictions

No residence or other building shall be constructed closer than thirty (30) feet from the centerline of a subdivision road or closer than twenty (20) feet from any interior lot boundary lines. The interior lot set back shall not apply to the common boundary of lots where one owner owns two (2) or more adjoining lots.

## III. RIGHT-OF-WAY AND EASEMENTS

The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable, releasable and non-exclusive road and utility right-of-way for the purposes of ingress, egress and regress and utilities on, over, across and under all subdivision roads, whether existing or not, or as shown on the above-referenced recorded plat of survey, for the benefit of properties now owned or hereafter acquired by Declarant. Declarant further reserves the right to grant said right-of-way for the benefit of additional properties owned by third parties in its sole discretion.

Said road and utility rights-of-way, as well as designated riding trails, are for the benefit, use and enjoyment of the subdivision lot owners and their heirs, successors and assigns, and every conveyance of the lands herein restricted shall be deemed to be subject to said easements, while conveying to the Grantee under said conveyance a similar right, appurtenant to his or her lands, in common with the Declarant, its successors and assigns, and other lot owners who have similar rights appurtenant to their lands.

The Declarant has constructed the roads serving the subdivision and the designated riding trails throughout the subdivision. The maintenance of the subdivision roads and the designated riding trails shall be the joint responsibility of the Owners on a prorata basis with each lot in said subdivision bearing their proportionate share of the road repair and maintenance expenses. The Declarant shall be considered an Owner for road maintenance purposes for all lots unsold. At such time as seventy-five (75%) percent of the lots are sold, the Declarant shall turn over the responsibility for providing and paying for all road maintenance to the Owners or the Association. However, the Declarant shall continue to be an Owner for sharing the responsibility of paying the maintenance and repair expenses for said subdivision access roads as well as the designated riding trails until such time as all remaining lots have been conveyed by the Declarant. Each Owner shall be furnished with an accounting of the expenses for road maintenance and trail maintenance. In the event that action is necessary to enforce payment of the road and trail maintenance expenses, the Owner(s) failing to pay said road maintenance expenses shall be responsible for all court costs, expenses of collections and reasonable attorney fees for the attorney of the Declarant or the Association.

NOTICE IS HEREBY GIVEN that all roads set out in the herein described subdivision shall be private roads and that said roads are not and will not be constructed to a minimum standard so as to allow their inclusion on the State Highway System and WILL NOT, THEREFORE, BE MAINTAINED BY THE STATE HIGHWAY SYSTEM OF NORTH CAROLINA.

NOTICE IS FURTHER GIVEN that horses shall be permitted to travel from the stables located at Shiloh Stables to the designated riding trails throughout the subdivision and also all road ways serving the subdivision as well as on the designated riding trails throughout the subdivision.

#### IV. PROPERTY OWNERS ASSOCIATION

##### Membership Covenant

All Owners in this subdivision shall become members of the Association upon its organization. Each Owner of a lot subject to these covenants and restrictions shall maintain one (1) membership per lot. All Owners shall abide by the Bylaws of the Association as may be amended from time to time and further agree to pay to the Association an annual maintenance charge as hereinafter as set forth.

## Assessments

### SECTION ONE

Purpose for Assessments. The Developer and its successors in interest, including the Association as herein provided shall, pursuant to these Declarations, have the power to levy assessments as herein provided for the purpose of financing the operations of the Association and maintaining roads and other improvements for services within or for the benefit of subdivision lots, including roads, and/or utility easements of the subdivision in accordance with the formula herein set forth.

### SECTION TWO

#### Creation of Lien and Personal Obligation for Assessments

Each lot is and shall be subject to a lien and permanent charge in favor of the Developer or the Association in the event of transfer by the Developer to the Association of any and all rights and responsibilities it has under and pursuant to the terms of this indenture for the annual and special assessments set forth in Sections Three and Four of this Article IV. Each assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the lot or lots against which it relates and shall also be the joint and several personal obligation of each Owner at the time the assessment becomes due and payable and upon such Owner's successor in title if unpaid on the date of the conveyance of the lot. Each and every Owner covenants to pay such amounts to the Developer or the Association when the same shall become due and payable. The purchaser of a lot at a judicial or foreclosure sale shall be liable only for the assessments due and payable after the date of such sale.

### SECTION THREE

Annual Assessments. No later than January 1 of each calendar year the Developer or the Association, as assignee of any and all rights and responsibilities of the Developer, shall establish the annual assessments upon the following considerations: (1) the cash reserve, if any, on account with a lending institution as created for the benefit of the lots of the subdivision; (2) the expenditure devoted to the benefit of the subdivision lots during the immediately preceding twelve (12) month period; and (3) the projected annual rate of inflation for the forthcoming year foreseeable for the County in which the land subject hereto is situate as determined by review of information available to any person, firm or corporation by any governmental agency, lending institution or private enterprise which provides such statistical data upon request; provided that the annual sum total of all assessments for each lot shall not exceed SIXTY DOLLARS (\$60.00) per unimproved lot and ONE HUNDRED TWENTY DOLLARS (\$120.00) for each improved lot until developer turns over the assessments collection to the Association as herein provided.

Developer, or the Association as assignee of the Developer as herein provided, shall give written notice to each Owner of each lot the annual assessment fixed against each respective lot for such immediately succeeding calendar year.

The annual assessments levied by the Developer or the Association as herein provided shall be collected by the Developer or the Treasurer of the Association as provided in Section Five (5) of this Article IV.

The annual assessments shall not be used to pay for the following expenses:

- (a) Casualty insurance of individual Owners for their lots and improvements thereon or for their possessions within any improvement thereon, any liability insurance of such Owner insuring themselves and their families individually, which insurance coverage shall be the sole responsibility of the Owner(s);
- (b) Water, telephone, gas, sewer, cable television or electrical utility charges for each lot which expense shall be the sole responsibility of each respective Owner; and
- (c) Ad valorem taxes for any lot, improvement thereon, or personal property owned by Owner.

#### SECTION FOUR

Special Assessments. In addition to annual assessments, the Developer, or the Association as assignee of the Developer as herein provided, may levy in any calendar year, special assessments for the purpose of supplementing the annual assessments if the same are inadequate to pay expenses and for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements on any lot or appurtenances thereto; provided, however, that any such special assessment by the Association shall have the assent of the majority of the votes represented in person or proxy, at a meeting at which a quorum is present, duly called for the express purpose of approving such expenditure(s), written notice of which shall be sent to all Owners not less than Ten (10) days nor more than Sixty (60) days in advance of such meeting, which notice shall set forth the purpose of the meeting. Any special assessments shall be fixed against the specific lot or lots for which an expenditure is appropriated. The period of the assessment and manner of payments shall be determined by the Developer, or the Association as assignee of the Developer as herein provided, by the Board.

#### SECTION FIVE

##### Date of Commencement of Annual Assessments - Due Dates

Assessments are due in annual installments on or before June 1 of each calendar year.

The annual assessment(s) provided for in this Article IV shall be paid in advance and the first

annual installment for each such lot shall be due on January 1 of the year following the purchase of any lot.

The Developer, or the Association as assignee of the Developer, shall upon demand at any time, furnish any lot owner liable for any such assessment a certificate in writing setting forth whether the same has been paid. A reasonable charge may be made for the issuance of any certificate. Such certificates shall be conclusive evidence of any payment of any assessment therein stated to have been paid.

## SECTION SIX

### Effect of Non-payment of Assessments, the Personal Obligation of the Owner; the Lien; Remedies of Developer and/or its Assignees, including the Association

If an assessment is not paid on the date when due as hereinabove provided, then such assessment, together with any interest thereon and any cost of collection, including attorney's fees as hereinafter provided, shall be a charge and continuing lien on the respective lot to which it relates and shall bind such property in the hands of the Owner, his heirs, legal representatives, successors and assigns for payment thereof. The personal obligation of the then Owner to pay such assessment and related costs shall remain his personal obligation, such prior Owner shall nevertheless remain as fully obligated as before to pay the Developer or its assignee any and all amounts which said Owner was obligated to pay immediately preceding the transfer of title thereto; and such prior Owner and his successor in title who may assume such liability shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and his successor in title creating the relationship of the principal and surety as between themselves other than one by virtue of which such prior Owner and his successor in title would be jointly and severally liable to make any lot assessment payment.

Any such assessment not paid by the 15th day of March as herein set forth within which such assessment is due, shall bear interest at the rate of Eight (8%) percent per annum from such date (delinquency date) and shall be payable in addition to the basic assessment amount then due and payable.

The Developer or its assigns, including the Association, may institute legal action against any Owner personally obligated to pay any assessment or foreclose its lien against any lot to which it relates or pursue either such course at the same time or successively. In such event, the Developer or its assigns, including the Association, shall be entitled to recover attorney's fees actually incurred but not exceeding Fifteen (15%) percent of the amount of the delinquent assessment and any and all other costs of collection, including, but not limited to, court costs.

By the acceptance by Owner of a deed or other conveyance for a lot in the subdivision, vests the Developer or its assigns, including the Association as herein provided, the right and power to institute all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in appropriate proceeding at law or in equity.

The Developer and its assigns, including the Association as herein provided, shall have the power to bid on any lot at any foreclosure sale and to require, hold, lease, mortgage and convey any lot purchased in connection therewith.

No Owner shall be relieved from liability from any assessment provided for herein by abandonment of his lot or lots.

## SECTION SEVEN

### Subordination of the Charges and Liens to Deeds of Trust Secured by Promissory Notes

The lien and permanent charge for the annual and any special assessment (together with interest thereon and any such costs of collection) authorized herein with respect to any lot is hereby made subordinate to the lien of any deed of trust placed on any lot if, but only if, all such assessments with respect to any such lot having a due date on or prior to the date of such deed of trust is filed of record have been paid in full. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such lien of deed of trust is filed of record prior to the satisfaction, cancellation or foreclosure of such lien of deed of trust or sale or transfer of any mortgaged lot pursuant to any proceeding in lieu of foreclosure or the sale under power contained in any deed of trust.

- (a) Such subordination procedure is merely a subordination and not to relieve any lot owner of the mortgaged property of his personal obligation to pay all assessments coming due at a time when he is a lot owner; shall not relieve such property from the lien and permanent charge provided for herein (except as to the extent the subordinated lien and permanent charge is extinguished as a result of such subordination or against the beneficiary of the lien of a deed of trust or his assignees or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by power of sale); and no sale or transfer for such property to the beneficiary of the lien of any deed of trust or to any other person pursuant to a foreclosure sale, or pursuant to a sale under power, shall relieve any existing or previous owner of such lot of any personal obligation, or relieve any subsequent lot owner from liability for any assessment coming due after such sale or transfer of title to a subdivision lot.

- (b) Notwithstanding the foregoing provision, the Developer or its assigns, including the Association as herein provided may, in writing at any time, whether before or after any lien of deed of trust is placed upon a subdivision lot, waive, relinquish or quitclaim in whole or in part the right of the Developer or its assigns, including the Association as herein provided, to any assessment provided for hereunder with respect to such lot coming due during the period while such property is or may be held by any beneficiary of the lien of any deed of trust pursuant to the said sale or transfer.

## V. REMEDIES FOR VIOLATIONS, AMENDMENT TERMS AND MISCELLANEOUS PROVISIONS

### Enforcement

Theses Covenants, Restrictions, Easements, Reservations, Terms and Conditions shall run with the land and shall be binding on all parties and all persons claiming under them.

Enforcement of these Covenants, Restrictions, Easements, Reservations, Terms and Conditions may be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Either the Developer or any successor in title to the Developer, or any Owner of any property affected hereby may institute such proceedings.

### Amendment

These Covenants, Restrictions, Easements, Reservations, Terms and Conditions may be altered, amended or repealed at any time, by filing in the Office of the Register of Deed of Clay County, North Carolina, an instrument setting forth such annulment, amendment or modification, executed by either the Developer or its assigns and/or successors in interest any time during which it owns of record lots in the Development subject to this Declaration or Declarant is an Owner of adjacent properties which it intends or has intention to subdivide or, in the alternative, by the Owner or Owners of record as set forth on the records in the office of the Register of Deed of Clay County, North Carolina at any time of the filing of such instruments by consent in writing of Seventy-Five (75%) percent of the Owners of lots subject to these restrictions.

### Invalidation

Invalidation of any one (1) of the provisions of this instrument by a Judgment or Order of a court of competent jurisdiction shall in no wise affect the validity of any of the provisions which shall remain in full force and effect.

### Developer's Obligations

In this instrument, certain easements and reservations of rights have been made in favor of the Developer. It is not the intention of the Developer in making these reservations and easements to create any positive obligations on the Developer insofar as building or maintaining roads, water systems, sewage systems, furnishing garbage disposal, beginning and prosecuting lawsuits to enforce the provisions of this Declaration, or of removing people, animals, plants or things that become offensive and violate this Declaration. Where a positive obligation is not specifically set forth herein, none shall be interpreted as existing as it relates to the Developer.

### Term

The provisions of this Declaration shall run with the land and shall be binding on all parties and all persons claiming under them for a period of Thirty (30) years from the date these Covenants are filed for record at the office of the Register of Deeds of Clay County, North Carolina at which time the said Covenants shall be automatically extended for successive periods of Ten (10) years unless prior to the beginning of such ten year period an instrument signed by the then Owner(s) of Seventy-five (75%) percent of lots subject to this Declaration agreeing to terminate, amend or modify these Covenants shall have been recorded in the office of the Register of Deeds of Clay County, North Carolina.

### Governmental Regulations

The property herein described and lots subdivided therefrom in addition to being subject to this Declaration, are conveyed subject to all present and future rules, regulations and resolutions of the County of Clay, State of North Carolina, if any, relative to zoning and the construction and erection of any buildings or other improvements thereon.

### Notices

Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or Owner of record(s) of the of the Developer, or its assigns, including the Association, at the time of such mailing.