

This is a typed copy of the original Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges of El Shaddai Estate Subdivision II & III which combined in 1988.

This Declaration was made October 14, 1983 and filed in Macon County records. Also attached are copies of Amendments made: December 1984, April 1991, July 1997.

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 El Shaddai Estates Homeowners Association, Inc.
- (c) "Board: means the Board of Directors of the Association.
- (d) "By-Laws" means the by-Laws of the Association
- (e) "Committee" means the Architectural Control Committee
- (f) "Declaration" means this Declaration of Re Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges and any amendments thereto.
- (g) "Developers" Richard Stover and wife, Tomie L. Stover, or their heirs and/or successors and assignees.
- (h) "Development" means all that real property situated in Macon County, North Carolina, described in Schedule" A" attached hereto and by reference thereto incorporated herein 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; except that where a lot is being sold by Developer under an agreement for deed, the Buyer there under and not the Developer shall be deemed to be the owner (this definition is confined solely to the purposes or the Declaration).
- (j) "Supplemental Declaration" means any Declaration filed for record in Macon County, North Carolina subsequent to the filing of record of this document; or in the event of real being annexed to the Development, the recorded Supplemental Declaration which incorporates the provisions of the 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 the 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 and other walls, poles, antennas and other structures of any type or kind.
- (l) "Lot" means any numbered lot of 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 each lot made subject to this Declaration. If a use other than that 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:

Single Family 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, all lots shall be used for single family dwelling, purposes only.

Permanent Improvements

No buildings shall be erected, placed or permitted to remain on any lot other than family dwelling or dwellings and such out buildings as are usually accessories thereto.

Minimum Use

No residence shall be permitted on any lot containing less than six hundred (600) square feet of heated floor space.

Necessary parking shall be provided by each individual lot owner in a manner that will not obstruct road traffic.

Temporary Structures and Vehicles

Except as expressly provided herein, no house trailer, mobile home, travel trailer and/or other temporary type residence shall be placed or located upon any lot; provided, that an owner or building contractor may reside in a travel trailer as temporary shelter during the period of construction of any residential dwelling on the lot. Temporary shelter placed and maintained during a period of construction may be utilized for residential purposes and for supervision of construction project for a period not to exceed two and one half (2 ½) years from the date of commencement of construction.

Upon completion of construction of a residential dwelling an owner may park any travel trailer (s) upon said lot for storage purposes.

Residential Construction of Rustic Design

All building construction shall be limited to two (2) stories in height not including a basement for the foundation of the building.

Each Dwelling and all other buildings on any lot shall be “log cabin”, chalet or rustic design and must be placed on block foundation. Any other design for residential dwelling or improvement on a subdivision lot shall not be commenced or maintained by an owner of a lot unless and until plans and specifications by an owner of a lot unless and until plans and specifications setting forth the nature, kind, shape, height, materials and location of the same have been given in writing as to the harmony of the exterior design and location of said structure in relation to surrounding structures

and lots by the Developer or by the Board of Directors of the Association as hereinafter provided or an architectural committee composed of three or more representatives appointed by the Board of Directors.

Failure of the Developer or of the Board as successor to the Developer, or through the designated committee of the Board to approve or disapprove such plans or specifications within thirty (30) days after submission for approval by an owner shall constitute an approval for construction.

Residential Dwellings—Permissible Materials

No sheet metal roofing shall be utilized in construction of any structure on any lot. The outside walls of a residential structure shall be of either masonry asbestos or similar siding, or weather-boarding or light material of equal value. In the event that the outside walls are constructed of wood, each side shall be painted or stained within twelve (12) months from the date of construction thereof.

Note: See Amendment filed Book B-19 Page 1458-1459 which reads as follows:

The following sentence shall be deleted:

“No sheet metal roofing shall be utilized in construction of any residential structure on any lot.”

And the following sentence is added:

“Sheet Metal Roofing: the only permissible metal roofing materials shall be Gal-alum, Copper, Aluminum.”

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 two and one-half (2 ½) construction year period as herein provided, all small building materials must be covered beside and behind the structure during this period of time.

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 accumulation of brush, trash, junk, building material, inoperable automobiles and vehicles or other unsightly things. After fourteen (14) days written notice to the owner, sent to the address contained in the list maintained by the Association, the Association 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 this provision by anyone until all development work has been completed and the common properties if any, deeded to the Association.

Refuse Disposal and Concealment of Fuel Storage Tanks Trash Receptacles

Owners shall enclose any fuel storage tank on any lot so as to render it invisible from any street, adjoining water, or other common area, if any, within the subdivision.

Owners shall not allow accumulation of refuse of 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 the 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.

Animals

No livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept; provided that none of such animals shall be kept, bred or maintained for any commercial purposes.

No pets or other animals shall be kept in such number or in such manner so as to constitute a nuisance.

Burning Permits

No open fires shall be permitted without a burning permit secured from the appropriate governmental agency. Any fire shall be contained with approved camp stoves or fireboxes.

Drainage Facilities

Owner shall keep and maintain drain tiles serving any lot in good working order and condition.

Dangerous Substances

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

Tree Maintenance

No tree on any lot having a diameter of ten (10) inches or more shall be severed from the lot without the prior written approval of the Developer and the Homeowners' Association; provided that Developer, his heirs and/or successors and assigns in interest reserve an easement and right-of-way to cut and maintain any view or vista so as to enhance the view from any lot of any scenic view.

Note: See Amendment Filed Book K-17 Page 230/231 reads as follows:

Provided, however, before cutting any trees on a lot, the Developer or Association shall first notify the owner of that lot, in writing, by certified mail.

Thereafter said lot owners shall have 120 days to respond before any trees are cut. The said lot owner shall have the right to meet on the lot with the Developer or Association representative for the purpose of marking the trees to be cut with ribbons. All cut trees and debris shall be removed from the lot by the Developer or Association.

Lot Subdivision

Owner of a lot shall have no right to subdivide a lot that has been transferred from Developer to himself or his predecessors in title.

Fences

No fence shall be erected on any lot line by an owner of a height greater than four (4) feet along any lot line.

No lot owner shall erect or maintain a chain-link fence on any portion of a lot.
The following was added as a new section in 1984, located in Book D-16 Page 212.

Water System:

Developer or the Association, or their successors or assigns, will install a central water system and a connecting water main to all lots in said subdivision. Developer has set aside a water easement and will construct a well, storage tank, pump house, water pump and water system for use by the lot owners; provided, however, that the cost to construct and install the system shall be borne by the lot owners, from a fund formed by contributions from each lot owner that will use the system. It is understood that the water system shall not be constructed until such time as there is sufficient funds to cover the cost thereof, and that the system may be constructed in phases. developer does hereby covenant that each and every lot owner who may now have or who may hereafter acquire a lot in said subdivision shall have the right to take water from said water system and to hook into the existing water pipeline; but only upon payment of an equitable share of the initial construction costs; said rights, privileges and easements to be used in common with said developer, their heirs, successors and assigns, and all other who now have or who may hereafter acquire the right to use the same. This covenant and grant is conditioned however, upon each property owner (whether using the above-described water system as a primary or stand-by source of water), his heirs, successors and assigns paying a proportionate share of the costs of maintenance and upkeep of said water system. It is further expressly understood and agreed that the developers make no warranties as to the quality or quantity of water from said water system, and that they shall have no liability therefore, and said lot owners who may now have or who may hereafter acquire a lot in said subdivision, by their acceptance of these covenants, do hereby agree for themselves, their heirs, successors and assigns, to pay their proportional share of the cost of maintenance and up keep of said well, storage tank, pump house, water pump and water system (whether being used as a primary or standby source of water), said amount to be paid unto the developers when assessed or to their successors in interest (The Association), and to hold the developers harmless as to the quality and quantity of water from said water system. It is further expressly agreed and understood that no septic tank or septic field lines or buildings shall be constructed within on hundred (100) feet of the water well, or within 50 feet of the boundary lines of any lot. Each lot owner shall have the right and option to drill a well on his or her lot, and shall not be required to use the community water system, provided, however that no well shall be drilled within 50 feet of the boundary lines of any lot.

III. RIGHTS-OF-WAY AND EASEMENTS

The undersigned Declarant reserves unto itself, its successors and assign, a perpetual alienable and releasable easement and right-of way ten (10) feet in width on, over and under the ground of each lot and/or along the roadway to the State-maintained road for the purpose of construction, erecting, maintaining and using electricity, telephone, cable vision, water, gas, sewer and drainage lines in such locations as are most practical and convenient but so as to not render a lot impracticable for use as a residential building site.

The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable, releasable and non-exclusive road right-of way for purposes of ingress, egress and regress over, on and across all existing roads in or to the lands herein restricted and over, on and across all roadways, whether existing or not, shown on any recorded plat of said subdivision. Unless otherwise shown on a conveyance or plat, said road right-of way shall be 15 feet in width on either side of the centerline of the roadway.

Said road rights-of-way are for the benefit, use and enjoyment of the owners and their heirs, successors and assigns, and every conveyance of the lands herein restricted shall be deemed to be subject unto said easements while conveying to the Grantee under said conveyance a similar right appurtenant to his lands to the benefit, use and enjoyment of said easements in common with the undersigned Declarant, its successors and assigns, said road right-of-way and easement to provide access to a State-maintained road.

IV. PROPERTY OWNERS' ASSOCIATION

Membership Covenant

All owners of lots in this subdivision shall become members of the Association upon executing and delivering a contract to purchase a lot or lots in this subdivision.

Each owner of a lot subject to these covenants and restrictions shall maintain one (1) membership for each lot owned by him and shall maintain such membership or memberships in good standing as long as such person is the owner of such lot or lots. Any lot owner shall abide by the By-Laws of the Association as may be amended from time to time and further agrees to pay to the Association an annual maintenance charge as hereinafter set forth.

Assessments

SECTION ONE: Purpose for Assessments

The Developer and its successors in interest, including the Association as herein provided, shall, pursuant to the power to levy assessments as herein provided for the purpose of financing its operations and constructing and maintaining roads and other improvements for services within or for the benefit of subdivision lots, including roads, water and utility easement, described according to a plat of survey by William G. Davis & Associates, William G. Davis, R<K<S<., dated September 21, 1982 and filed for record at 9:30 AM March 10, 1983, in Plat Cabinet No. 1 Slide No. 267 Page 4, office of the Register of Deeds of Macon County, North Carolina, reference to which is made herby for incorporation herein and any amendments thereto hereafter filed by Declarant, their heirs and/or successors and assigns in interest at the office of the Register of Deeds of Macon County, North Carolina, consider the cost of providing such development and maintenance in making the determination of the annual assessments or any special assessments to Lot owners in accordance with the assessment 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 and, 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 Section Two and Three 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 joint and several personal obligation of each lot 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 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 December 1 of each calendar year, the Developer or the Association as assignee of any and all rights and responsibilities of Developer, shall establish the annual assessment based 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 expenditures 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 situated as determined by review of information available to any person, firm or corporation by any government agency, lending institution or private enterprise which provide such statistical data upon request; provided that in any event the minimum annual assessment for each lot shall not be less than Seventy-Five Dollars (\$75.00).

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 Developer or the Treasurer of the Association as provided in Section Five 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 improvements 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) Telephone, gas, sewer, cable television or electrical utility charges for each lot which expense shall be the sole responsibility of each respective lot owner; and;
- (c) Ad valorem taxes for any lot, improvement thereon or personal property owned by owner of any lot.

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 lot 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 expenditure is appropriated. The period of the assessment and manner of payment shall be determined by the Board of Directors of the Association.

SECTION FIVE: Date of Commencement of Annual Assessments Due Date

In equal semi-annual installments on or before January 1 and July 1 of each calendar year, or in such other reasonable manner as to Developer or the Board of Directors of the Association as designee of the Developer by and through its Treasurer shall designate.

The annual assessment (s) provided for in this Article IV shall as to each lot commence upon either the execution and delivery of a contract for deed or the recordation of a deed of conveyance, whichever in time first occurs (“commencement date”).

The first semi-annual installment for each such lot shall be an amount (rounding the sum to be nearest whole dollar) equal to the semi-annual payment for the calendar year in progress on such commencement date, divided by the number of days in the current semi-annual payment period and multiplied by the number of days then remaining in such semi-annual payment period.

The Developer or the Association as assignee of 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 certificate 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 here above provided, then such assessment, together with any interest thereon and any cost of collection, including attorney 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 and if his successor in title assumes this 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 lot owner was obligated to pay immediately preceding the transfer of title thereto; and such prior lot 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 lot owner and his successor in title creating the relationship of principal and surety as between themselves other than one by virtue of which such prior lot 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 10th day of January and the 10th day of July respectively as herein set forth within which such assessment is due, shall bear interest at the rate of ten (10) percent per annum from such date (delinquency date) and shall be payable in addition to the basic assessment amount 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 percent (15%) of the amount of the delinquent assessment and any and all other costs of collection, including but not limited to Court costs.

Each lot owner by execution and delivery of a contract for deed or in the alternative 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 the aforesaid lien in appropriate proceeding at law or in equity.

The Developer and its assigns, including the Association as herein provided 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.

- a) The lien and permanent charge for the annual and any special assessments (together with interest thereon and any 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 for 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 for 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.
- b) Such subordination procedure is merely a subordinating 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 or trust or his assignees or transferee by foreclosure or by sale or transfer in 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 any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous owner of such lot of any personal obligation, or relieve and subsequent lot owner from liability for any assessment coming due after such sale or transfer of title to a subdivision lot.
- c) 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 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 or the lien of any deed or trust pursuant to the said sale or transfer.

SECTION EIGHT: Exempt Property

Each lot shall be exempt for the assessments created hereunder until the execution and delivery of a contract for deed from owner to Developer, or in the alternative, the execution and delivery of a deed from Developer, his heirs and/or successors and assigns in interest to owner, whichever event first occurs.

Except as expressly provided in this Section Eight, no lot shall be exempt for assessments.

V. Remedies for Violation, Amendments, Term and Miscellaneous Provisions

Enforcement

These 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, Restriction, Easements, Reservations, Terms and Conditions may be by proceedings at law or in equity against any person or persons violator or to recover damages. Either the undersigned Developer, or any successor in title to the undersigned to the undersigned 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 Deeds of Macon 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 at any time during which it owns of record lots in the property subject to this Declaration or an owner of adjacent properties which it intends or has intention to subdivided or, in alternative, by the owner or owners of record as set forth or the records in the Office of the Register of Deeds of Macon County, North Carolina at any time of the filing of such instruments by consent in writing of Seventy Five Percent (75%) of the owners of Lot subject to these restrictions.

Invalidation

Invalidation if any one 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 other provisions which shall remain in full force and effect.

Developer's Obligation (s)

In this instrument, certain easements and reservations of rights have been made in favor of the undersigned Developer. It is not the intention of the undersigned Developer in making these reservations and easements to create any positive obligations on the undersigned Developer in so far as building or maintaining roads, water systems, sewage system, furnishing garbage disposal beginning and prosecuting lawsuits to enforce the provisions of this instrument, or of removing people, animals, plants, or thing that become offensive and violate this instrument.

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 for the date these covenants are filed for record at the office of the Register of Deeds of Macon County, North Carolina at which time said covenants shall be automatically extended for successive periods of ten (10) years unless prior to the beginning of such ten (10) year period an instrument signed by the then Owner (s) of a majority of Lots subject to this Declaration agreeing to terminate, amend, or modify these restrictions shall have been recorded in the Office of the Register of Deeds of Macon County, North Carolina.

Governmental Regulations

The property herein described and Lots subdivided there from, in addition to being subject to his Declaration, are conveyed subject to all present and future rules, regulations, and resolutions of the County of Macon, 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 the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member of Owner of record (s) of the Association at the time of such mailing.

Assignment

The Developer may assign any and all rights and responsibilities it has under the terms of this Declaration of the Property Owner's Association and shall do so within ten years for the date of the first subdivision lot sale.

In Witness Whereof, the Declarant has hereunto set his hand and seal, of if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

These were signed by Richard L. Stover and Tomie L Stover