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This instrument prepared by:
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STATE OF NORTH CAROLINA
COUNTY OF JACKSON

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FLATWATER ESTATES SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FLATWATER ESTATES SUBDIVISION, hereinafter the "Declarations," is made this the 25 day of October, 2022 by ROBERT L. HOOPER, hereinafter "Declarant," and KATHY WELLS; AMANDA C. HERRON and husband, CHRISTOPHER M. HERRON; and ROBERT L. HOOPER, hereinafter "Members."

WITNESSETH:

WHEREAS, pursuant to those certain Declarations recorded in Book 1801, Page 553 of the Jackson County Registry, the Declarant is authorized by Sections 7, 23, and 24 of said Declarations to amend the Declarations for Flatwater Estates Subdivision; and

WHEREAS, Member Kathy Wells is the owner of Lot 9, Flatwater Estates, depicted in Plat Cabinet 18, Slide 63 by deed recorded in Book 1966, Page 554 of the Jackson County Registry; and

WHEREAS, Member Amanda C. Herron and husband Christopher M. Herron are the owners of Lot 7, Flatwater Estates, depicted in Plat Cabinet 25, Slide 116 by deed recorded in Book 2342, Page 1073 of the Jackson County Registry; and

Submitted electronically by "Ridenour & Goss, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Jackson County Register of Deeds.

WHEREAS, Declarant and Member, Robert L. Hooper, is the owner of all other lots and lands within Flatwater Estates Subdivision by deeds originally recorded in Book 392, Page 224 and a portion of Book 502, Page 553 of the Jackson County Registry; and

WHEREAS, the parties hereto constitute 100% of the membership of Flatwater Estates.

NOW THEREFORE, based upon the Developer's Control provisions and the unanimous consent of all Members of Flatwater Estates, THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FLATWATER ESTATES SUBDIVISION recorded in Book 1801, Page 553 of the Jackson County Registry, is hereby amended in its entirety, and restated as follows:

The property that is subject to this declaration is amended to include only those Lots 5-10 on that certain survey by Davenport, Ivey and Assoc., Inc. Professional Land Surveyors for Robert L. Hooper dated May 2, 2019 and recorded in Plat Cabinet 23, Slide 145 of the Jackson County Registry. Said property may hereinafter referred to as the Development. Developer retains the right to add additional lands to the Development which shall be subject to the same covenants and restrictions.

The term Developer or Declarant includes the original Developer, Robert L. Hooper, and any successor Developer of the Association. Any Assignment of Developer's Rights must be by written instrument recorded in the Jackson County Registry.

THEREFORE, Developer declares, and the Members consent to, the following covenants, conditions, and restrictions on use, which shall be covenants running with the land by whomsoever owned and shall constitute a material part of the consideration for the purchase and sale of the land

1. Lot. The word "Lot" as used in this document shall mean land conveyed by the Developer from the land described above or any subdivision of a lot into multiple lots by a purchaser from the Developer if permitted in #4 below. For the purpose of assessments by the association, all land owned by the Developer prior to a conveyance from the Developer shall be considered one lot.
2. North Carolina Planned Community Act. Regardless of the number of lots that initially or ultimately are included within the Development, Chapter 47F of the North Carolina General Statutes, the North Carolina Planned Community Act, shall apply in full to the Development pursuant to the authority of § 47F-1-102 (b) (1).
3. Land Use.

The Development is restricted to one single-family residential dwelling per lot and subject to the following:

- a. All residential structures must contain a minimum of 1200 square feet of heated living space.
 - b. No on frame modulars, mobile homes, or log homes are permitted.
 - c. A maximum of one (1) detached structure is permitted provided that a single family residential structure is likewise located on such lot. Any such outbuilding must match the color and style of the residence.
 - d. No lot may be subdivided by any Member other than the Declarant.
 - e. No commercial business may be operated from the property. A home based business is allowed provided that such business does not generate additional traffic within the Development.
4. Dwelling Quality. All dwellings and outbuildings erected upon any lot must be erected in such a manner as to meet the requirements of the North Carolina Building Code.
 5. Utility Easements. Easements for the installation and maintenance of utilities, to include but not limited to electric, cable, water, sewer and telephone service and drainage facilities are expressly reserved over a ten (10) foot wide strip of land lying five (5) feet on each side of each lot boundary line and over that strip of land lying twenty-five (25) feet on either side of the centerline of each development road right of way. The owner of each lot shall maintain that portion of the lot lying within the easement areas. Provided that no utilities benefiting another lot, owner are located in the common boundary of adjoining lots, if a single owner purchases 2 or more adjoining lots, then the utility easement shall apply only to the exterior boundary of the adjoining lots.
 6. Utilities. Except where the cost of placing utilities underground will be prohibitively expensive, which shall be determined in the sole discretion of the developer, his successor-developers and assigns, all utilities must be placed, located, and maintained underground.
 7. Membership in a Property Owner's Association. The owner of each lot shall become a member of the Property Owners Association and shall pay to the Association an annual assessment that shall be applied toward the administrative costs of the association, maintenance and repair of all subdivision roads and common areas within the development and the access road from the development to the public road. Such areas shall be maintained and/or repaired to the condition that existed on the date these covenants were recorded or the condition that existed upon final completion by the developer, whichever is better. Any unpaid assessment shall become a lien upon that lot owner's lot as set forth in the North Carolina Planned Community Act, including the right to foreclose on the lien as set forth therein. The association shall have the right to name a trustee to conduct the foreclosure. No lot owner shall be released from any liability for the assessment because of non-use of that owner's lot. The Association shall have all powers allowed by the North

Carolina Planned Community Act, including without limitation, the power to charge interest and reasonable attorney fees for all unpaid assessments, including unpaid assessments (fines) for violation of the Declaration as provided in 47F-3-107.1.

The Developer expressly reserves a period of control of the association pursuant to the authority of North Carolina General Statutes § 47F-3-103 (d), during which period the Developer, or persons designated by the Developer, may appoint, and remove the officers and members of the executive board of the Association. The period of Developer control shall last until such time as the Developer has sold 50% of all lots, subject to this Declaration, exclusive of land transferred as part of a conservation easement; or until the Developer shall assign Developer rights to the Association which will not occur prior to such time as the Developer has sold 50% of all lots, based on a total number of lots consisting of a minimum of seven (7) lots and a maximum of fifteen (15) lots.

8. Development Roads.

- a. Developer expressly dedicates and conveys easements for all existing roads within the development, all roads constructed in the future as development roads and all easements from the development to the state road, if any. Easements conveyed are twenty-four (24) feet in width, twelve (12) feet of either side of the centerline of the subdivision roads, except that the width of the easement conveyed across the lands not within the development shall be the maximum width the developer can legally convey, or twenty-four (24) feet, whichever is less.
- b. Maintenance. Developer expressly states that the development roads are not suitable for acceptance by the North Carolina Department of Transportation as state-maintained roads. The Property Owner's Association shall maintain the development roads. Except as a lot owner, the developer has no responsibility for the maintenance of any development roads though the Property Owner's Association has the responsibility, and the Developer control of the Association continues until 50% of the lots have sold.
- c. Reservation of Easement. The Developer reserves a non-exclusive easement, twenty (24) feet in width, for ingress, egress, regress and for utilities centered across all development roads, either presently existing or constructed in the future. This reservation is for the benefit of the developer, its successor- developers and assigns to access all lots within the development and for the benefit of any other lands that the Developer now owns or may acquire in the future adjoining the development.
- d. In the event that the North Carolina Department of Transportation should desire to make public roads out of any or all of the roads contained in the development, or to perform maintenance on any road within the development, the reservation in paragraph e. of this section is made for the

benefit of the Department of Transportation and its successors, with the intent that no further consent shall be required of any lot owner then holding title to any lot. No warranty is made by the Developer regarding whether or not the development roads will ever be made public roads.

- e. A development road is defined as any road constructed by the developer that crosses any lot to provide access to a different lot.
9. Garbage Disposal. No lot shall be used or maintained in an unsightly manner or as a dumping ground for rubbish, trash, debris, or felled trees. Rubbish, trash, debris, garbage, and other waste shall be kept only in sanitary containers.
10. Vehicles. Any vehicles not parked in a garage must be parked in front of the garage doors. No more than 2 vehicles belonging to the owners of any lot may be kept outside of the garage at any one time exclusive of vehicles belonging to guest. No unregistered vehicles may be kept on property unless stored in a garage.
11. Playground Equipment. No playground equipment shall be allowed on a lot other than under the footprint of the residence, including any porches.
12. Exterior Siding and Paint. Vinyl siding and log siding is prohibited. All exterior painting, including color and style, shall first be approved by the Developer or the Property Owners Association.
13. Small Dish Receivers. Placement of small dish receivers shall be approved by Developer or the Property Owners Association before placement.
14. Boats and Campers. No motorboats and campers shall be placed or permitted to remain on any lot.
15. Outdoor Equipment. All lawncare equipment, exercise equipment must be kept indoors unless in use. No pools, ponds or trampolines are permitted on the lots.
16. Animals. Lot owners shall be limited to no more than two dogs per lot. Any fencing or kennels must be confined to the footprint of the residence, including any porches. Dogs must be leashed while outdoors. No farm animals, including but not limited to chickens, fowl, goats, pigs, horses and cattle are permitted within the Development.
17. Fences: No lot owner shall construct a fence that will block the access or view of the riparian area or river of any lot owner in Flat Water Estates Subdivision.
18. Nuisances. No noxious or offensive trade or activities shall be carried on upon any lot nor shall anything be done which may be or become a nuisance or annoyance to the neighborhood. Loud noises of any nature

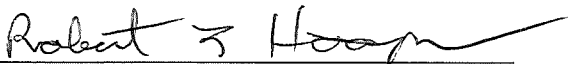
whatsoever, fireworks and the discharge of firearms are prohibited. No wrecked, disabled, or junked motor vehicle or vehicle without current license plates and registration shall be permitted to remain upon any lot unless housed in a garage enclosure. No machinery, machinery parts or motor vehicle parts shall be allowed to remain on any lot.

19. Reservation of Special Declarant's Rights. Until the end of the period of Developer control as described in paragraph #7 of this Declaration, the Developer's reserves all Special Declarant rights as defined in § 47F-I-1 03 (28) of the North Carolina Planned Communities Act including, without limitation, the right (i) to complete improvements indicated on plats and plans filed with the declaration; (ii) to exercise any development right; (iii) to maintain sales offices, management offices, signs advertising the Development, and models; (iv) to use easements through the common elements for the purpose of making improvements within the Development or within real estate which may be added to the Development; (v) to make the Development part of a larger Development or group of planned communities; (vi) to make the Development subject to a master association; or (vii) to appoint or remove any officer or executive board member of the association or any master association during the period of declarant control.
20. Time. These covenants are to run with the land and shall be binding on all persons acquiring title to any of the lots up to and including the 1st day of January, 2030. This Declaration shall be automatically and continuously extended for additional 10-year periods, unless by the affirmative vote of the owners of not less than two-thirds of the lots, the owners vote to extinguish this Declaration.
21. Amendments. After the end of the period of Developer control as described in paragraph #7 of this Declaration, this document may be amended by an instrument signed by, or on the affirmative consent of the owners of not less than fifty per cent (50%) of the lots. All amendments must be recorded in the Jackson County Registry.
22. Developer Amendment. Until the end of the period of Developer control as described in paragraph #7 of this Declaration, the Developers, and their successor developers, reserve the right to amend, modify or vacate any restriction contained in this Declaration whenever, in the opinion of the Developers or their successor developers, the circumstances warrant such action as being necessary or desirable; provided however, such action must be reasonable and in harmony with the plan of development. This provision expressly anticipates that the Developers and their successor developers shall have the right to allow a lot within the development to be used as access to property that is outside of the development. The Developer may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in

unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owner of other lots.

23. Easements to Run with the Land in Perpetuity. Notwithstanding the time limitations and the ability to amend the Declarations in paragraphs 22, 23 and 24 above, it is the intent of the Developers that all easements for ingress, egress, and utilities, both conveyed and reserved, shall be perpetual and appurtenant to the lands conveyed and shall not expire at the expiration of these covenants and shall not be amended without the express agreement of all benefited and burdened parties.
24. Voting. On any vote for extension or amendment of these covenants, each lot shall receive one vote, regardless of the size of the lot, the number of owners of each lot or its value.
25. Enforcement. Enforcement of these restrictions and conditions, by the lot owner or Developer, shall be as provided in Chapter 47F of the North Carolina General Statutes.
26. Severability. Invalidation of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions, which shall remain in full force and effect.

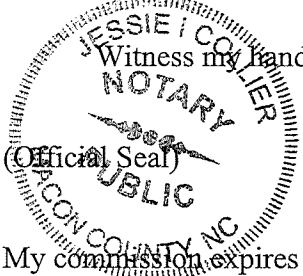
IN TESTIMONY WHEREOF, Developer and Member has caused this instrument to be executed on the day and year first written above.


ROBERT L. HOOPER, Declarant and Member

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

I Jessie I Collier, a Notary Public, do hereby certify that ROBERT L. HOOPER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 31st day of May, 2022.


(Official Seal)


Signature of Notary Public

My commission expires October 5, 2022

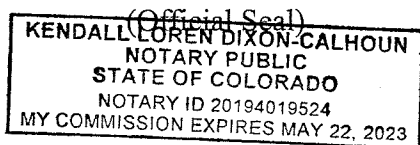
IN TESTIMONY WHEREOF, Member has caused this instrument to be executed on the day and year first written above.

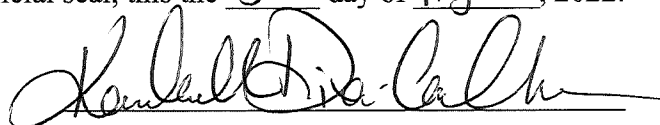

KATHY WELLS, Member

STATE OF Colorado
COUNTY OF Montezuma

I Kendall Loren Dixon-Calhoun, a Notary Public, do hereby certify that KATHY WELLS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 31st day of August, 2022.




Signature of Notary Public

My commission expires 5/22, 23

IN TESTIMONY WHEREOF, Member has caused this instrument to be executed on the day and year first written above.

Amada C. Herron, member
AMANDA C. HERRON, Member

Christopher M. Herron, member
CHRISTOPHER M. HERRON, Member

STATE OF Virginia
COUNTY OF Goochland

I Tabetha Russell, a Notary Public, do hereby certify that AMANDA C. HERRON and CHRISTOPHER M. HERRON personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 25 day of October, 2022.

(Official Seal)

Tabetha Russell
Signature of Notary Public

My commission expires 02/29, 2024

TABETHA LAVERNE RUSSELL NOTARY PUBLIC REG. #7906593 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES 02/29/2024
