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Jackson County, NC
Shandra Sims Register of Deeds

BK **2363** PG **81-86**

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

**SECOND AMENDMENT TO
COVENANTS, TERMS AND CONDITIONS GOVERNING
CATSPA W SUBDIVISION**

WHEREAS, Members of the Catspaw Property Owners' Association have voted to maintain Catspaw Community as a subdivision with covenants that will automatically renew every ten years beginning on September 23, 2033, unless the members make changes.

WHEREAS, Covenants and Restrictions that were recorded as the First Amendment to Covenants, Terms and Conditions governing Catspaw Subdivision in Book 841 at Page 647 of the Jackson County Public Registry are amended in accordance with NCGS 47F-2-117 using this Member action by written ballot to add an automatic renewal clause leaving the other Covenants and Restrictions remain unchanged.

WHEREAS, all of the lands shown on six (6) plats prepared by Stephen Foster and Ben West, Registered Land surveyors, and recorded in Plat Cabinet 6 at Slides 634, 635, 636, 637, 638 and 639, Jackson County Public Registry, shall be subject to these restrictive covenants.

NOW, THEREFORE, said Covenants, Terms, and Conditions Governing Catspaw Subdivision will hereby read as follows:

1) Non-exclusive road rights of way and utility easements are reserved on all roads in the subdivision as set forth on the plat hereinabove referred to. This reservation is made for the benefit of the undersigned, their heirs, successors, and assigns, for ingress, egress, and regress to all the lots in the development from the state road, to wit: NCSR #1163. Said right of way shall be 45' in width for those roads lying within the development, 22 1/2 feet on either side of the centerline of same, as shown on the above referenced plat. In the event that the North Carolina Department of Transportation should take over the maintenance of said roads, or any portion thereof, this reservation 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 landowners then holding title in the subdivision. No warranty, either express or implied, is made by the undersigned herein, as to whether or not the subdivision roads will, if ever, be made public roads.

This document prepared by Ross P Henderson
Chairman of Governance Committee Catspaw POA
429 Cats Paw Rd. Cullowhee, North Carolina 28723

- 2) All lots within the subdivision shall be used for residential or agricultural use only. No non-agricultural commercial use may be made of any of the lots or tracts of land. Home occupations that do not include undue noise or heavy traffic are allowed.
- 3) Lots or Tracts may be further subdivided, provided that such subdivision is in compliance with the requirements of the North Carolina Health Department.
- 4) No junk yard, salvage yard, or scrap yard of any kind shall be permitted. No vehicle shall be permitted on the property without a current license plate, except for antique or collectible vehicles, tractors and farm equipment.
- 5) No mobile homes or house trailers shall be used as a temporary or permanent residence or located on any lot.
- 6) No noxious, offensive, or unsightly use shall be made of any lot or tract of land. No activity shall be maintained that creates a nuisance to the neighborhood.
- 7) Recreational vehicles or motor homes may be temporarily parked on the property for a period not in excess of 90 consecutive days, but cannot be used as permanent residence.
- 8) No swine are permitted on the property. Other farm animals such as horses, cattle, sheep and goats, and household pets are permitted. Owners are charged with the responsibility of controlling their animals/pets at all times and shall keep all animals/pets restrained on their lots.
- 9) No activity which will result in the maintenance, deposit or accumulation of trash, refuse, debris, mud or other objectionable matter, will be permitted except during the construction of a home.
- 10) Each lot or tract or re-subdivided lot, is subject to the following setback lines: 40 feet from the centerline of any subdivision road and 5 feet from all other property lines.
- 11) No exposed concrete block is to be used in construction. No metal roof of silver color shall be permitted on a residence.
- 12) Trash containers are to be located behind the main residence situated on each lot or tract and screened from view. Satellite television dishes must also be located behind the main residence of each lot or tract.
- 13) Oil and gas tanks must be screened from view or buried underground.
- 14) Each lot owner upon the purchase of any lot within Catspaw Subdivision shall become a member of Catspaw Property Owners Association and shall pay to said Association an annual fee which shall be applied towards the maintenance and upkeep of roads within the subdivision (not private driveways) and the access road which provides vehicular ingress, egress, and regress from the public road to said subdivision. The first annual assessment shall be in the amount of \$100.00 per lot and will be due and payable on the date each owner accepts a deed to his particular lot. All annual assessments due thereafter shall be due on the first day of January of each year, commencing on the first day of January, 1994. If a lot once sold by the owner or developer is subdivided into additional lots, then those owners shall be subject to the annual fee and conditions upon the transfer of the deed as herein referenced, the assessment for the pending year shall be prorated based upon the number of weeks remaining in said initial year. The Association, from time to time whenever the same is

reasonably necessary, shall have the right to increase or decrease said annual fee as determined by a majority of the then lot owners and members of said Association. Each lot within the subdivision shall be subject to a lien in favor of the Association for the annual assessments set forth herein. Each assessment, together with such interest thereon as hereinafter provided, shall be a permanent and continuing lien upon the lot against which it relates, and shall also be the joint and several personal obligation of each property owner, and each property owner by acquiring or holding an interest in any lot shall thereby covenant to pay such amount as when the same shall become due. If an assessment is not paid on the date when due, as hereinabove provided, such assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum or that rate of interest which at the time of delinquency represents the top rate of interest which does not constitute a usurious rate of interest by law, and the Association may bring legal action against the property owner personally obligated to pay the same, or foreclose its lien against the lot to which it relates or pursue either such course at the same time or successively. Each property owner, by his acceptance of a deed or other conveyance to a lot, vests in the Association the right and power to bring all actions against him/her personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding in law or in equity. The Association shall have the power to bid on the lot at any foreclosure sale and to acquire, hold, lease, mortgage or convey the same. No property owner may be released from any liability for the assessments provided for herein by non-use of the lot. Provided, however, that the lien for the annual assessments authorized herein with respect to any parcel is hereby made subordinate to the lien of any mortgage, or its assigns, placed upon such parcel if, but only if, all such assessments with respect to such parcel have a due date on, or prior to, the date such mortgage is filed for record, has been paid.

15) The exterior of all houses and other structures must be completed within one (1) year after commencement of construction. All dwellings shall have a minimum of 900 square feet of heated living space.

16) These Covenants, Conditions, Restrictions, Limitations and Affirmative Obligations are intended to and shall run with the lots by whomsoever owned and shall be binding on all parties who acquire a lot and all parties claiming under them for a period of twenty (20) years from and after the date of the recording of these Covenants, at which time (the end of 20 years) said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots in such subdivision, and the owner of the remaining land vote otherwise. This does not prevent the owners of lots and the owner of the remaining land from changing or revising the above listed Restrictions or Covenants by a majority vote of said lot owners.

17) Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or both, and against the land to enforce any lien created by these covenants. Failure by the developer or by the owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to seek enforcement of the covenant or restriction at a later time.

18) Invalidation of any one of these covenants, restrictions, reservations, terms, conditions by a judgment or order of a court of competent jurisdiction shall not affect the validity of any of the other provisions contained herein but shall remain.

G.S. 47F-2-103 (b) The rule against perpetuities may not be applied to defeat any provision of the declaration, bylaws, rules, or regulations adopted pursuant to G.S. 47F-3-102(1).

CERTIFICATION OF THE VOTE, Catspaw Governance Committee, Ross Henderson chairperson, conducted a member action by written ballot in accord with NCGS 55A-7-08 starting with a record date of May 12, 2023 and ending on June 13, 2023. As of the record date for this vote there were fifty four (54) lots in the association. Signed ballots with forty four (44) affirmative votes were received before June 13, 2023. This represents 81% of the total membership, exceeding the 67% required by the statute.

Ross Henderson, Governance Chair Ross P. Henderson

Myrna Mahon, Member Myrna Mahon

THE OWNERS OF RECORD, on the date this document is recorded are annexed as Exhibit A and the County Register is requested to record the annexed document and to index it against the names of all owners thereon.

IN TESTIMONY WHEREOF, the undersigned has caused these presents to be executed on this 1st day of September 2023.

CATSPAW PROPERTY OWNERS ASSOCIATION, INC.

BY: Franklin C. Lee, President
FRANKLIN C. LEE, PRESIDENT

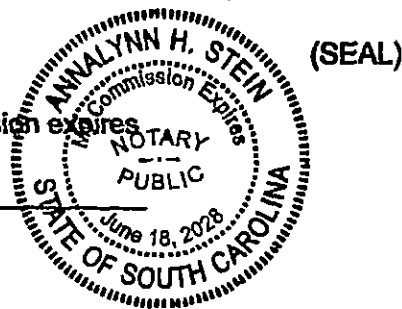
STATE OF South Carolina

COUNTY OF Charleston

I, Annalynn Stein, Notary Public of the aforesaid County and State, do hereby certify that Franklin C. Lee, personally came before me this day and acknowledged that he is the PRESIDENT of CATSPAW PROPERTY OWNERS ASSOCIATION, INC. and that by authority duly given said writing is an act for the corporation.

WITNESS my hand and Notarial Seal, this the 1st day of September 2023.

Annalynn H. Stein
Notary Public Signature



My commission expires

EXHIBIT A

Catspaw POA Owner List

Name	Mail Address				# of Votes
Aderhold, H Randolph & Anne G	PO Box 1105	Mt. Pleasant	SC	29465	2
Allgood, James G Jr	13230 Lazzaro Ct	Estero	FL	33928	1
Boland, Paul J & Diana L	14555 Indigo Lakes Cir	Naples	FL	34119	1
Cats Mountain Retreat SVCS LLC	208 Rebecca Cir	Swansea	SC	29160	1
Cyr, Myong C	2056 N. Corte Ranch Merlita	Tucson	AZ	85715	1
Dasher, William B Jr	455 Old Tucker Rd	Macon	GA	31210	1
Dillard, Mark A & Emalee E	212 Silvermill Ct	Columbia	SC	29210	1
Farrish, James III	PO Box 1091	Highlands	NC	28741	1
Farrow, Glen M & Mary G Evans	509 Brighton Cir	Easley	SC	29642	1
Field, Paul K & Carol A	PO Box 44	Scaly Mountain	NC	28775	2
Garner, Gregory & Robert P	7195 Manasota Key Rd	Englewood	FL	34233	3
Harris, Donny C and Cheryl L	972 Ridge Rd	Lawrenceville	Ga	30043	2
Hastie, Mindy F	6800 Sorrel Ln	Cincinnati	OH	45243	1
Haugen, Willis G Jr & Jeanne N	7013 Stone Ct	Columbus	GA	31904	1
Henderson, Ross P and Susan	3124 Ortega Dr	Tallahassee	FL	32312	1
Holmes, Mark R and Lauren J, Trustees	1561 Belfast Ct	Apopka	FL	32712	2
Husband, Art	3417 Tequesta Dr	Hoover	AL	35226	1
Karimi, Isabel Etal & Sabsina	11649 61st St N	West Palm Beac	FL	33412	2
Katsiyannis, Antonis	1225 Carradine Rd	Seneca	SC	29678	1
Kee, William Given and Lee, Franklin Carver	64 Society St	Charleston	SC	29401	3
Lloyd, John T & Holly S	2018 Elmwood Cir	Snellville	GA	30078	1
Long, Sidney Page & Sullivan, William T	663 Walnut Gap Rd	Cullowhee	NC	28723	1
Lurie, Jack M & Kathi A	1264 Walnut Gap Rd	Cullowhee	NC	28723	3
Mahon, Mryna J	218 Clayson Dr	Cullowhee	NC	28723	1
Mcinerney, Joseph G III & Carloline Lewis	934 Scotland Drive	Mt Pleasant	SC	29464	1
Mercer, John	1054 Double Bridges Rd	Elberton	GA	30635	1

Name	Mail Address				# of Votes
Meuldijk, Ronald & Robin	791 Windchime Way	Seneca	SC	29678	1
Mitchell Family Properties LLC	811 Ridgewood Ct	Opelika	AL	36801	1
Larry Moss LLC	1822 Norton Rd	Cashiers	NC	28717	1
Osburn, William O	1101 Hillcrest Pkw, Box 212	Dublin	GA	31021	1
Rosin, Bruno & Diane	106 Patrol Club Rd	Greenville	SC	29609	1
Stone, Thomas E	2512 Hollins Dr NW	Kennesaw	GA	30152	1
Sullivan, Stephen M IV	PO Box 1765	Conyers	GA	30012	1
Trufelli, Nicole A	5253 Center St	Jupiter	FL	33458	1
Weaver, Russell A & Kristie B	7219 Fairview Rd	Batesburg	SC	29006	2
Wilkinson Properties LLC	3301 S Flagler Dr	West Palm Beac	FL	33405	1
Williams, Aline Z Heirs	307 E Oak Cir	Madison	MS	39110	2
Williamson, Alden & Olson, Bailey	4609 Stone Ridge Trl	Sarasota	FL	34232	2
Ziegler, Mary Ann	12443 92nd Way	Largo	FL	33773	2
Total Lots	54				