

STATE OF NORTH CAROLINA  
CHEROKEE COUNTY

Deed Reference: Book 751, Page 142  
Book 776, Page 144  
Book 812, Page 13  
Book 858, Page 122

**AMENDMENT TO DECLARATION OF RESTRICTIONS, CONDITIONS,  
EASEMENTS, COVENANTS, AGREEMENTS, LIENS, AND CHARGES OF WILDCAT**

WITNESSETH:

WHEREAS, Wildcat is a real property development established, organized, controlled and governed by the Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens, and Charges of Wildcat recorded in Deed Book 751, Page 142 of the Cherokee County, North Carolina Registry on December 11, 1995 (“Original Declaration”);

WHEREAS, in accordance with the Original Declaration, Bylaws, and its Articles of Incorporation filed on October 18, 2006, Wildcat Homeowners Association (“Association”) is the duly organized and authorized Association of Lot Owners for Wildcat;

WHEREAS, the Original Declaration may have been amended by those documents recorded in Book 776, Page 144; Book 812, Page 13; Book 858, Page 122 of the Cherokee County, North Carolina Registry;

WHEREAS, the Original Declaration provided for the preservation and enhancement of the property values, amenities, and opportunities in Wildcat and for the maintenance of the properties and the improvements thereon, and to that end subjects the real property described therein, together with any and all such additional property subsequently annexed, to the restrictions, conditions, easements, covenants, agreements, liens, and charges of Wildcat for the benefit of said property and each Owner thereof;

WHEREAS, the Association was created for the efficient preservation of the values and standards in said community and to administer and enforce the provisions of the Original Declaration and to collect and disburse the assessments and charges of Wildcat;

WHEREAS, the Original Declaration provided for its amendment by consent in writing of seventy-five (75%) percent of the owners of lots subject to the same;

WHEREAS, in order to address concerns related to large tracts of land adjacent to the Wildcat Community that are not currently subject to the Original Declaration, the Association desires to amend the Original Declaration in accordance with the terms and conditions contained therein, so that if and when an owner of said tracts desires to annex that property and subject it to the Original Declaration, as amended, the Association, by and through its Board of Directors can act efficiently to safeguard property values, amenities, and opportunities in Wildcat;

WHEREAS, the Association intends and agrees that the restrictions and other agreements contained in this Declaration shall apply to all present and future Owners of properties within the Subdivision from and after the date of recordation with the Cherokee County Register of Deeds; and

WHEREAS, members owning the requisite percentage of Lots in Wildcat consented in writing to adopt this Amendment to Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens, and Charges of Wildcat.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and conditions contained herein, including the mutual advantage and benefit to the Owners in connection with the ownership of property within a restricted subdivision having a uniform general scheme of development, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the Original Declaration shall be amended as follows:

Article V is deleted in its entirety and replaced with the following:

V. REMEDIES FOR VIOLATIONS, AMENDMENTS, TERMS, 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, Restrictions, Easements, Reservations, Terms, and Conditions may be by proceedings 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. The Association or any property owner may institute such proceeding.

### Amendment

The declaration may be amended by affirmative vote or written agreement signed by Lot Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

### Invalidation

Invalidation of any one of the provisions of this instrument by a court of competent jurisdiction shall in no way affect the validity of any of the other provisions which shall remain in full force and effect.

### Term

The provisions of this Declaration shall run with the land and shall be binding on all parties and persons claiming under them in perpetuity unless and until Lot Owners of Lots to which at least eighty percent (80%) of the votes in the Association are allocated agree to terminate the community by the execution of a termination agreement. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement and all ratifications thereof shall be recorded in every county in which a portion of the planned community is situated and is effective only upon recordation.

### 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 Cherokee County, 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 a member or owner of record of the Association at the time of such mailing.

### Supplemental Declaration and Annexation of Additional Real Property to Community

The Association, by and through its Board of Directors, shall have the authority to add additional adjacent real property to the terms and conditions of the Declaration by recording a supplemental declaration subjecting the property to the Declaration and describing the property to be added, if unanimously agreed to by the Board of Directors and the owner of the real property being so annexed.

The Board shall have the authority to promulgate infrastructure design standards, in addition to any of the covenants and restriction contained in the Declaration. In the event that the Board of Directors approves an annexation of additional property, any such supplemental declaration shall be subject to the infrastructure design standards described above and any conditions agreed to by the Board.

This provision in no way limits the Association's ability to adopt a Supplemental Declaration by affirmative vote or written agreement signed by Lot Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated, in the event that the Board of Directors cannot agree unanimously or it decides, in its discretion, that such vote would be in the best interests of the membership.

IN WITNESS WHEREOF, the undersigned officers of Wildcat Homeowners Association hereby certify that the above AMENDMENT TO DECLARATION OF RESTRICTIONS, CONDITIONS, EASEMENTS, COVENANTS, AGREEMENTS, LIENS, AND CHARGES OF WILDCAT is duly adopted by the Association and its membership in accordance with and pursuant to the Original Declaration.

This \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(Seal)

Wildcat Homeowners Association

by: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

NORTH CAROLINA  
CHEROKEE COUNTY

I \_\_\_\_\_, Notary Public for said County and State, certify that \_\_\_\_\_ personally came before me this day and acknowledged that s/he is Secretary of Wildcat Homeowners Association, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself/himself as its Secretary.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.