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MACON COUNTY, NC

TODD RABY

REGISTER OF DEEDS

NC FEE \$34.00

Prepared by and return to:

Tori Schiffli, Ridenour & Goss, P.A.
PO Box 965, Sylva, NC 28779

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR INDIAN HILLS SUBDIVISION, SECTIONS I, II, AND III**

THIS AMENDED AND RESTATED DECLARATION is made June 28, 2025, by INDIAN HILLS SUBDIVISION HOMEOWNERS' ASSOCIATION, INC., a North Carolina non-profit corporation, hereinafter referred to as the "Association."

THAT, WHEREAS, T & C Land, Inc. ("Declarant") acquired certain real property in Macon County, North Carolina as described in a deed from Robert C. Parker and wife, Helen J. Parker, and Neal L. Parker and wife, Katherine L. Parker to Declarant, dated October 12, 1995, and recorded in Deed Book B-21 at Page 1420 of the Macon County Public Registry, to which reference is specifically made; all of the property described in a deed from Robert C. Parker and wife, Helen J. Parker, and Neal L. Parker and wife, Katherine L. Parker to Declarant, dated September 11, 1998, and recorded in Deed Book U-22 at Page 1466 of the Macon County Public Registry, to which reference is specifically made; and all of the property described in a deed from Robert C. Parker and wife, Helen J. Parker, and Neal L. Parker and wife, Katherine L. Parker to Declarant, dated April 4, 2001, and recorded in Deed Book O-24 at Page 2202 of the Macon County Public Registry, to which reference is specifically made ("Property");

WHEREAS, Declarant recorded those certain Declarations as follows: Declaration of Restrictive Covenants for Indian Hills Subdivision, dated October 12, 1995, in Book B-21 at Page 1428 of the Macon County Public Registry, to which reference is specifically made; Declaration of Restrictive Covenants for Indian Hills Subdivision, Section II, dated October 26, 1998, in Book X-22 at Page 1070 of the Macon County Public Registry, to which reference is specifically made; and Declaration of Restrictive Covenants for Indian Hills Subdivision, Section III, dated September 6, 2002, in Book Z-25 at Page 1571 of the Macon County Public Registry, to which

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

reference is specifically made;

WHEREAS, pursuant to Section 47F-2-117 of the North Carolina General Statutes, the Declaration may be amended by the Association if at least sixty-seven percent (67%) of the owners of lots in the development entitled to vote affirmatively adopt the amendment;

WHEREAS, at a meeting of the Owners on June 28, 2025, sixty-seven percent (67%) or more of the Owners of Lots affirmatively voted to amend and restate the Declaration, such voting record is attached hereto as Exhibit A.

NOW THEREFORE, Indian Hills Subdivision Homeowners' Association, Inc., a North Carolina non-profit corporation, (the "Association") hereby declares that all of the Property described above shall be held, transferred, sold, conveyed, encumbered, leased, used, improved and occupied subject to the provisions of Chapter 47F of the North Carolina General Statutes and subject to the following covenants, conditions, restrictions and easements which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, conditions, restrictions and easements shall run with the land and be binding upon all persons having or acquiring any right, title or interest in the above-described property or any part thereof and shall insure to the benefit of each Owner thereof.

ARTICLE I

Definitions

For the purpose of this Declaration the following definitions shall control:

1. "Articles of Incorporation" means the Articles of Incorporation of INDIAN HILLS SUBDIVISION HOMEOWNERS' ASSOCIATION, INC., a North Carolina non-profit corporation.
2. "Assessment" means all fees, charges, late charges, fines, interest, and other charges levied by the Association.
3. "Association" means INDIAN HILLS SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.
4. "Board" means the Board of Directors of the Association.
5. "Bylaws" means the Bylaws of the Association as amended from time to time.
6. "Declaration" means this instrument, together with those exhibits which are attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof.
7. "Development" or "Property" means the property as shown on the Plat, together with any other property which Declarant may hereafter annex to the Development in the manner provided herein.
8. "Improvements" means all buildings, out-buildings, streets, road, driveways, wells,

waterlines, parking areas, fences, retaining and other walls, hedges, poles, antennas, signs, landscaping, recreational structure, external lighting, and any other structure or improvement of any type or kind.

9. "Lot" means any parcel of land subject to this Declaration or so designated on any plat of property that has been subjected to this Declaration.

10. "Member" means any individual designated by an Owner to be a Member of the Association. For any Lot owned by a legal entity, the Owner must give written documentation to the Board of who their designated Member is.

11. "Owner" means any person, firm, corporation, or other legal entity that owns fee simple title to any Lot.

12. "Person" means a person or persons, firm, corporation, or other legal entity.

13. "Plat" means (i) the plat entitled "Indian Hills Subdivision," prepared by Turlington Land Surveying, Larry Turlington, R.L.S., dated September 25, 1995, as recorded on Plat Card #1994 of the Macon County Public Registry, to which reference is specifically made; (ii) the plat entitled "Indian Hills Subdivision, Section II," prepared by Turlington Surveying, P.A., Larry Turlington, R.L.S., dated July 28, 1998, revised on October 5, 1998, as recorded on Plat Card #2734 of the Macon County Public Registry, to which reference is specifically made; (iii) the plat entitled "Indian Hills Subdivision, Section II," prepared by Turlington Surveying, P.A., Larry Turlington, R.L.S., dated October 1, 1998, as recorded on Plat Card #2735 of the Macon County Public Registry, to which reference is specifically made; and (iv) the plat entitled "Indian Hills Subdivision," prepared by Turlington Surveying, P.A., Larry Turlington, R.L.S., dated April 27, 2002, revised on August 9, 2002, as recorded on Plat Card #3640 of the Macon County Public Registry, to which reference is specifically made.

14. "Residence" means the single-family dwelling located upon a Lot of Development.

15. "Single-family dwelling" means a residential dwelling for one or more persons, each related to the other by blood, marriage, or legal adoption or, alternately, a group of not more than four (4) persons not so related who shall maintain a common household in such dwelling.

ARTICLE II

Submission of Property to the Act and Creation of Planned Community

1. Submission of Property and Creation of the Development. Pursuant to and subject to the terms and provisions of the Act, the Declarant and the Association hereby submit all the Property to the North Carolina Planned Community Act.

2. Name. The name of the planned community created hereunder is "Indian Hills Subdivision."

ARTICLE III The Association

1. General. The Association is a North Carolina non-profit corporation organized to further and promote the common interests of Owners. The Association shall have such powers as are set forth in Section 47F-3-102 of the General Statutes and in its Articles and Bylaws.

2. Membership. Every Owner who is a natural person, and a natural person designated by multiple Owners or other entity, shall be a Member of the Association, and such membership shall run with the land as an appurtenance thereto and shall not be severable from the Ownership interest therein. All Members are subject to the Association's rules and regulations.

3. Class of Members and Voting. There shall be one class of Members. Each Lot shall be entitled to one vote. Voting shall be in person, by proxy, by mail ballot, by telephone conference, videoconference, or any other electronic means by which each participating member can hear and be heard by all other participating members.

4. Board of Directors. The affairs of the Association shall be governed by the Board, as set forth in the Bylaws. The Board of Directors of the Association shall constitute the Executive Board as defined in Chapter 47F-1-103(13) of the North Carolina General Statutes.

5. Association Records. All financial and other records, including records of meetings of the Association and the Board, shall be made reasonably available for examination by any Owner and the Owner's authorized agents as required in Chapter 55A of the General Statutes. Such records shall include all cash receipts and expenditures and all assets and liabilities. The Association shall make an annual income and expense statement and balance sheet available to all Lot Owners at no charge and within 75 days after the close of the fiscal year to which the information relates.

ARTICLE IV Assessments

1. Administration, Maintenance, and Improvement. The Association shall be responsible for the administration, maintenance, and improvement of the roads and water systems within the subdivision, in addition to the Development entrance, and mailbox area.

2. Financial Responsibility of Owners; Assessments by Association. The Owners are responsible for providing funds necessary to the Association to carry out the above purpose. The Association shall assess each Owner as provided herein for its prorated share of such funds.

3. General. Pursuant to the powers granted to it in its Articles and Bylaws, the Association is hereby expressly authorized to levy Annual and Special Assessments against all Lots in the Development for the operation, management, maintenance, repair, replacement, and improvement of the private roads, water systems, Development entrance, and mailbox area and to provide all common community services required or desired within the Development for the use and benefit of all Owners. Such assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and a continuing lien on each Lot against which such

assessment is made. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the private roads, water systems, Development entrance, or mailbox area, abandonment of their Lot, or by renunciation of membership in the Association. An Owner may give to the Association, subject to the acceptance thereof by the Association, a deed in lieu of foreclosure for collection of liens as provided for herein.

4. Annual Assessments. The Association shall provide and pay for out of the funds derived from Annual Assessments, the following:

- a. Maintenance, repair, improvement, and replacement of the private roads, water systems, Development entrance, and mailbox area within the Development; and,
- b. Management, bookkeeping, accounting, legal, and other professional fees incurred by the Association in carrying out the duties as set forth herein or in the Bylaws.

5. Special Assessments. Special Assessments may be levied against Lots for such reasons as are provided in this Declaration and on such terms as provided by the Board of Directors or the Members of the Association. Either the Board of Directors or the Members of the Association may levy and impose Special Assessments upon a majority vote. The purposes for which Special Assessments may be levied include, but are not limited to, providing funds to pay unusual, extraordinary, or unexpected expenses of the Association, or to pay for the construction, reconstruction, repair, and replacement of capital improvements. Furthermore, in the event of a violation of this Declaration by an Owner, which violation such Owner fails or refuses to correct or rectify, the Association may correct or rectify such violation and levy the cost of such maintenance or repairs to rectify such violation against such Lot as a Special Assessment.

6. Damage or Impact Assessments. The Board may assess a damage assessment for injury to or destruction of roads, by a Member or guest of an Owner or Member, whereas said injury and destruction does not include ordinary wear and tear. The Board may also assess an impact assessment for abnormal road usage during the construction of improvements on any Lot, or during any other improvement or maintenance that requires heavy equipment or trucks to travel over the roads of Indian Hills Subdivision.

7. Budget. The Board of Directors shall adopt a proposed annual budget for the planned community, and, within thirty (30) days thereof shall provide to all Owners a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The meeting shall be held not less than ten (10) nor more than sixty (60) days after mailing of the summary and notice. The budget shall be deemed ratified unless at that meeting a majority of all the Owners vote at the meeting to reject the budget.

8. Amount of Assessments. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period. Notice of annual and special assessments shall be sent to each Owner by United States mail to the mailing address or electronic mailing address last given by Owner or Member to the Association. If no mailing

address has been given to the Association, the Association will send said Notice to the Owner's address shown on the Macon County tax records. The due dates shall be established by the Board of Directors. The Association shall upon demand and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

9. Effect of Non-Payment of Assessments; Remedies of The Association; The Personal Obligation of Owner; The Lien. Any assessment levied against a Lot remaining unpaid for a period of thirty (30) days or longer shall constitute a lien on that Lot when a claim of lien is filed of record in the office of the clerk of superior court in the manner provided in the North Carolina General Statutes § 47F-3-116. All fees, charges, late charges, and other charges imposed by the Association pursuant to this Declaration are enforceable as assessments. Except as provided in subsection (a) of this section, the Association may foreclose the claim of lien in like manner as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the General Statutes. The Association shall have any other remedy available under the law.

- a. The Association may not foreclose an assessment lien under Article 2A of Chapter 45 of the General Statutes if the debt securing the lien consists solely of fines imposed by the Association, interest on unpaid fines, or attorneys' fees incurred by the Association. The Association, however, may enforce the lien by judicial foreclosure as provided in Article 29A of Chapter 1 of the General Statutes.
- b. If any assessment against a Lot is not paid by the due date, the Association may impose reasonable charges for late payment, not to exceed the greater of twenty dollars (\$20.00) per month or eighteen percent (18%) of any assessment installment unpaid, and, after notice and an opportunity to be heard, suspend privileges or services provided by the Association (except rights of access to Lots) during any period that assessments or other amounts due and owing to the Association remain unpaid for a period of thirty (30) days or longer.
- c. If any delinquent assessment is not paid within thirty (30) days from the date of the notice of assessment and is placed in the hands of an attorney for collection, there shall be added to the amount due all costs of collection including reasonable attorney's fees. The Owner may not be required to pay attorneys' fees and court costs until the Owner is notified in writing of the Association's intent to seek payment of attorneys' fees and court costs. The notice must be sent by first-class mail to the property address and, if different, to the mailing address for the Owner in the Association's records. The notice shall set out the outstanding balance due as of the date of the notice, and state that the Owner has fifteen (15) days from the mailing of the notice to pay the outstanding balance without the attorneys' fees and court costs. If the Owner pays the outstanding balance within this period, then the Owner shall have no obligation to pay attorneys' fees and court costs.

ARTICLE V

Residential Restrictions

1. Land Use and Building Types. No Lot or portion thereof shall be used except for residential purposes and only one detached single-family residence may be erected, placed, or permitted on any tract. The single-family residence must not exceed two stories in height, not including a basement. Each Lot is permitted to have one additional accessory building, which includes but is not limited to a detached garage or storage shed, but at no time shall the accessory building be used for residential purposes. Any accessory building shall be located and stored in areas not generally visible from the view of the Development roadways.

2. Commercial Activity. There shall be no commercial activity on any Lot, including but not limited to the offering of any item for sale on-site, the manufacturing of any item, any repair shop, childcare center, rest home, or any type of business office that would cause additional traffic, noise, odors, or other nuisances within the Development.

3. Recreational Vehicles, Boats, and Trailers. Recreational vehicles, campers, boats, and boat trailers may be stored or parked on a Lot at any time, so long as they are not being used for residential purposes. However, all recreational vehicles, campers, boats, and boat trailers shall be located and stored in areas not generally visible from the view of the Development roadways.

4. Portable Structures Prohibited for Residential Use. No boat, travel trailer, recreational vehicle, manufactured home, park model RVs, tiny home, mobile home, relocatable dwelling, tent, lean-to or other temporary structure may be used as a temporary or permanent residence on the property.

5. Short-Term Rentals. No Lot or improvement within Indian Hills Subdivision, Sections I, II, or III shall be rented or leased for residential purposes for a term of less than six (6) months. In support of this restriction, the Members of the Association find that this restriction is necessary to preserve the quiet, single-family residential nature of the Association and to protect against short-term transient occupation by non-owners who are unfamiliar with the Association's roads, increased traffic flow, off-lot parking, and potential danger to pedestrians. The Association is authorized to enact rules and regulations to implement and enforce this restriction.

6. Leasing of Property. The Leasing of a Residence and Lot shall not relieve the Owner of any of its obligations under this Declaration, nor of any liability for violations of this Declaration relating to such Property. Every purchaser, tenant, or lessee shall take possession subject to the provisions of this Declaration.

7. Minimum Square Footage Requirements. No single-family dwelling constructed or rebuilt on any Lot shall contain less than 1,000 square feet of finished enclosed heated living space, excluding basement, garages, and open porches. All single-family dwellings constructed on any Lot must be built on site and in such a manner as to meet the requirements of any state and local Building Codes.

8. Lot Size and Set Backs. No Lot shall be subdivided or re-subdivided. Any and all improvements shall be located at least fifteen feet (15') from the front, side, and rear Lot lines.

9. Completion of Construction. Construction and improvements, once commenced, shall be completed within twelve (12) months. In the event of a natural disaster, fire, or other national emergency that results in the Owner's inability to complete construction within twelve (12) months, the Owner can seek written Board approval to extend the deadline for completion of construction subject to the Board's discretion. Any addition or modification to any existing improvements, once commenced, shall be completed within twelve (12) months. Construction, improvements, additions, or modifications not so completed, or construction that has been partially or totally destroyed and not rebuilt or cleaned away so as to leave a neat and tidy appearance, within twelve (12) months, shall be deemed a nuisance, unless the Owner has received written Board approval obtaining an extension.

10. Maintenance of Lots and Improvements. All Lots, whether occupied or unoccupied, and all improvements placed thereon shall at all times be maintained in such a manner as to prevent their becoming unsightly, unkept, unsanitary, or a hazard to health. If not so maintained, the Association shall have the right to rectify such offensive situations, and the costs of such undertakings shall be a Special Assessment against the Lot Owner and the Lot. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from its actions to so rectify any offensive situations.

11. Removal of Trees. No tree over forty-four inches (44") in circumference measured at any point within four feet (4') of its base may be removed from any Lot without prior written approval from the Board, unless such tree restricts the construction of a single-family dwelling. The Board shall not unreasonably withhold approval if an Owner initiates a request subject to this restriction.

12. Storage of Garbage, Trash or Rubbish. No trash, litter, garbage, or waste shall be accumulated, deposited, burned, or kept on any Lot except in a suitable container located and stored in areas not generally visible from the view of the Development roadways.

13. Fuel Storage Tanks; Electronic Generators. All fuel tanks or containers shall be either buried underground or screened, hidden, or fenced by landscaping or fencing consistent with normal safety precautions.

14. Animals and Livestock. No animals, livestock, or poultry of any kind shall be permitted on any tract except domesticated pets, such as dogs and cats, provided that, the same shall be kept reasonably confined on said Lot or confined via leash while walking said pets in the neighborhood so as not to become a nuisance, and, provided further, that such domesticated pets are not kept for commercial purposes, including but not limited to breeding. The Board is authorized to assess a special assessment on Owners who violate this section.

15. Signs. No sign of any kind shall be displayed to the public view on any Lot unless approved in writing by the Board. This provision shall not apply to the Association.

16. Nuisance. No nuisance, and no noxious or offensive activities or noise shall be permitted upon any Lot.

17. Culverts and Drainage. All Owners are required to install and properly maintain a culvert under their driveways at the intersection of the existing road right of way. The culvert shall

be a minimum of twelve inches (12") in diameter to provide for appropriate drainage.

ARTICLE VI Easements

1. Reservations of Easements. The following perpetual easements over each Lot and the right of ingress and egress to the extent reasonably necessary to exercise such easements are reserved to the Association, its successors and assigns.

- a. Utilities. A ten foot (10') wide strip along the rear of each Lot and a five foot (5') wide strip along the front and each side of said Lot for the installation, maintenance and operation of utilities including, electric and telephone poles, water lines, septic lines, radio and television transmission cables and the accessory right to cut, trim or remove trees and plantings wherever necessary upon such Lots in connection with such installation, maintenance, and operation, and for the installation and maintenance of landscaping and permanent landscape structures ("hardscape").
- b. Private Roads. An easement thirty feet (30') in width, lying fifteen feet (15') on either side of the centerline, on, over, and under all roads in the Property are reserved for the use of all Owners for ingress and egress to all Lots; for the purpose of installing, maintaining, and operating utilities thereon or thereunder; for the purpose of drainage control; and, for purposes of maintenance of said private roads.
- c. Other Easements. Any other easements shown on the Plat, including well easements.

2. Use or Maintenance by Owners. The areas of any Lots affected by the easements reserved herein shall be maintained continuously by the Owner of such Lot with the exception of the actual roadways, which shall be maintained by the Association. No structures, plantings, or other materials shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth. Improvements within such areas, including but not limited to driveways, shall be maintained by the Owner except those for which a public authority or utility company is responsible.

3. Limitation on Liability for Use of Easement. No Owner shall have any claim or cause of action against Association or its licensees arising out of exercise or non-exercise of any easement reserved hereunder or shown on the Plat.

ARTICLE VII Remedies

1. Enforcement. The Association and each person to whose benefit this Declaration inures, may proceed at law or in equity to prevent the occurrence, continuance, or violation of any provisions of this Declaration, and the court in such action may award the successful party reasonable expenses in prosecuting such action, including reasonable attorneys' fees.

2. Cumulative Rights. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provisions of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

3. Effect of Waiver of Violation. No waiver of a breach or violation of any of the covenants, conditions, restrictions and easements in this Declaration shall be construed as a waiver of any succeeding breach of the same covenant, conditions, restriction and waiver.

ARTICLE VIII

Miscellaneous

1. Covenants, Conditions, Restrictions and Easements Run with Land. All covenants, conditions, restrictions, and easements contained in this Declaration shall constitute covenants running with land.

2. Grantee's Acceptance. Each Owner of any Lot, by acceptance of a deed conveying title thereto, or by the execution of a contract for the purchase thereof, shall accept such title or contract subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges, and immunities of the Association. Such Owner or contracting party, for himself, his heirs, assigns, and successors, covenants, consents and agrees to and with the Association and the Owner of each other Lot to keep, observe, comply, and perform the covenants, conditions and restrictions contained in this Declaration.

3. Severability. Each provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

4. Captions. Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions thereof.

5. Governing Law; Venue. This Declaration shall be construed in accordance with and shall be governed by the law of the State of North Carolina. Venue for any lawsuit to enforce any provision hereof or to obtain any remedy with respect hereto shall be brought in the state courts located in Macon County, North Carolina, and for this purpose each Owner by becoming such hereby expressly and irrevocably consents to the jurisdiction of any such court.

ARTICLE IX

Term and Amendment

1. Term. The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until June 28, 2055, after which time the same shall be automatically extended for successive periods of ten (10) years each, unless terminated by written instrument signed by at least eighty percent (80%) of the

Owners of all Lots in the Development and recorded in the office of the Register of Deeds for Macon County, North Carolina, within thirty (30) days of June 28, 2055, or within thirty (30) days of the expiration of any ten (10) year extension period thereafter.

2. Amendment. This Declaration may be amended only by affirmative vote or written agreement signed by Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated and shall be effective when recorded in the Office of the Register of Deeds for Macon County, North Carolina.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Association has caused this instrument to be executed as of the day and year first above written.

INDIAN HILLS SUBDIVISION
HOMEOWNERS' ASSOCIATION, INC., a
North Carolina non-profit corporation

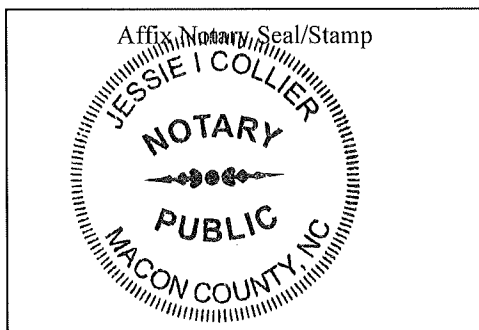
By: *Cheryl Myers* (SEAL)
CHERYL MYERS, President

STATE OF NORTH CAROLINA

COUNTY OF JACKSON

I, *Jessie I Collier*, a Notary Public, do hereby certify that Cheryl Myers personally appeared before me this day and acknowledged that she is the President of Indian Hills Subdivision Homeowners' Association, Inc., a North Carolina non-profit company, and that she, as President, being authorized to do so, executed the foregoing on behalf of Indian Hills Subdivision Homeowners' Association, Inc.

Witness my hand and official seal, this the 3 day of July, 2025.



Jessie I. Collier
Notary Public (Official Signature)

My commission expires: 10/15/2027

EXHIBIT A

Voting Record

[See Attached]

Voting Record

The undersigned, being the members in good standing of Indian Hills Subdivision Homeowners' Association, Inc. (the "Association") at a meeting of the Association on JUNE 28, 2025 at MACON COUNTY NC GALLERY do hereby submit our vote as indicated below:

Name(s)	Address / Lot	Vote to Amend and Restate Declarations (Y/N)	Signature(s)
LINDA RYAN	# 20	Y	Linda Ryan
Kelly Barkan	# 12	Y	Kelly Sullivan
Cheryl Myers	# 8	Y	Cheryl Myers
D. NEW GASS	# 5	Y	D. New Gass
Elizabeth Cardale Mallory	# 9	Y	Elizabeth C. Mallory
Laurel Hall	# 23	Y	Laurel E. Hall
Linda + Bruce Menard	# 7	Y	Linda + Bruce Menard

Name(s)	Address / Lot	Vote to Amend and Restate Declarations (Y/N)	Signature(s)
Susan Crowell	Lot #16	Y	Susan Crowell
WARREN BARRONE Warren Barrone	LOT 27, 28 & 29	X	Warren Barrone
LUKE BARRONE	LOT 25	Y	Luke Barrone
David Smith	128 Indian Trail #3	Y	David Smith
JACK Rizzo	Indian Trail 644 Lot 22	Y	Jack Rizzo
Mae Van Hooser	Lot #19 543 Indian Trail	Y	Mae Van Hooser
Ray Van Horan	Lot #19 543 Indian Trail	Y	Ray Van Horan
Beth Gray	Lot #18 512 Indian Trail	Y	Beth Gray
ROY GRAY	Lot #18 512 Indian Trail	Y	Roy Gray
Jim Myers	Lot #8 354 Indian Trail	Y	Jim Myers

Name(s)	Address / Lot	Vote to Amend and Restate Declarations (Y/N)	Signature(s)
Tony Nixon	Lot # 20 60 Bear Trail	yes	
Lance Keltner	Lot # 11 115 Indian Trail	yes	
Bud Colcord	Lot # 1 50 Indian Trl	yes	
Barbara Anderson	Lot # 2 86 Indian Trail	yes	Barbara A. Anderson
Cathy (Kate) Jerolamon	589 Indian Lot # 21	yes	Cathy Jerolamon
Jeff Layton	400 Indian Trl Lot # 10	yes	Jeff Layton
Adrienne Landrum	Lot # 6 210 Indian Trl	yes	Proxy
Brenda Jacobs	Lot # 14/15 62 Doe Trl	yes	Proxy
Janel Burchett	Lot # 13 41 Doe Trl	yes	Proxy
James Pooley	Lot 24 104 Gray Rd.	yes	Proxy

