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

SIXTH AMENDMENT TO
THE DECLARATION OF PLANNED COMMUNITY, COVENANTS,
RESTRICTIONS, AND EASEMENTS
FOR
THE SETTLEMENT AT THOMAS DIVIDE

THIS SIXTH AMENDMENT TO THE DECLARATION OF PLANNED
COMMUNITY, COVENANTS, RESTRICTIONS, AND EASEMENTS FOR THE
SETTLEMENT AT THOMAS DIVIDE, hereinafter the "Declarations," is made this the
5th day of September, 2025 by BRYSON CITY HORSE PROPERTY, LLC, a North
Carolina Limited Liability Company, hereinafter "Declarant."

WITNESSETH:

WHEREAS, pursuant to those certain Declarations recorded in Book 358, Page
638 of the Swain County Registry, the Declarant is authorized by Section 4.9 of said
Declarations to amend the Declarations; and

WHEREAS, Declarant has not previously designated any Limited Common
Areas or Declarant Retained Control Areas; and

WHEREAS, pursuant to Sections 3.12 and 9.4(c) of the Declarations and NCGS
§47F-115(c), Declarant may dedicate certain property as Limited Common Area; and

WHEREAS, by deed of even date herewith, Declarant has dedicated the
Roadways and Walking and Riding Trail around the main pasture as Common Areas and
conveyed and dedicated the Pastures as Limited Common Area in accordance with this

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

6th Amendment.

NOW THEREFORE, based upon the authority provided in Section 4.9 of the Declarations and NCGS §47F-2-117, THE DECLARATION OF PLANNED COMMUNITY, COVENANTS, RESTRICTIONS, AND EASEMENTS FOR THE SETTLEMENT AT THOMAS DIVIDE, first recorded in Book 358, Page 638 of the Swain County Registry, North Carolina, is hereby amended to add the following:

(NEW) Section 6.4. Dedication of Limited Common Area and Limited Common Area Assessment. That 29.62 acre tract of real property more particularly depicted in that survey prepared by Herron Associates for Bryson City Horse Property, LLC and recorded in Plat Cabinet 5, Slide 88 of the Swain County Registry, less and except that 0.042 Additional Barn area, is dedicated as a “Limited Common Area,” as such term is defined in N.C. Gen. Stat. §47F-1-103(18).

Members of the Association who execute the Thomas Divide Pasture Use Agreement, and agree to be bound by and comply with the terms of the Thomas Divide Pasture Management Plan, shall have right to use of the above declared Limited Common Area.

Members with right to use the Limited Common Area shall be assessed a separate assessment by the Association for the expenses associated with the maintenance, repair or replacement of such Limited Common area and elements in accordance with NCGS §47F-115(c) and the Association’s Pasture Management Plan.

THE DECLARANT FURTHER GIVES NOTICE OF AMENDMENT TO

Section 7.1. Residential, currently restricts the use and occupancy to a single family for residential use. The Developer amends 7.1 to clarify that a lease of a lot must be for the entirety of the tract; renting a portion of a lot or structure, such as a room, apartment or guest house is not permitted.

Section 7.1. of the Declarations is amended to state as follows:

(Amended) Section 7.1 Residential. Each of the Lots in THE SETTLEMENT AT THOMAS DIVIDE shall be, and the same hereby are, restricted exclusively to single family residential use and shall be occupied only by a single family and guests. Any lease or sublease of a lot must be for the entire lot. Leasing or subleasing a portion of a lot, such as a room with in a structure, basement apartment or guest house is prohibited.

Section 9.4. Assessment Attributable to Fewer Than All Lots. Section 9.4(a), currently provides for the payments of a road impact fee of \$1,500 for new construction. Section 9.4(a) was previously amended by the Fifth Amendment (Book 458, Page 402) to allow for an additional road impact fee for new construction if Certificate of Occupancy is not

issued within 365 days of commencement of construction. The Developer now amends Section 9.4(a) to increase the road impact fee from \$1,500 to \$3,000.

Section 9.4. of the Declarations is amended to state as follows:

(Amended) Section 9.4 Assessment Attributable to Fewer Than All Lots.

(a) At the time any lot owner commences construction of an improvement on their lot, such lot owner shall pay to the Association an impact fee of \$3,000 for the purpose of repairing any and all damage to said subdivision roadways, streets, and other Common Areas in the THE SETTEMENT AT THOMAS DIVIDE. If construction of such improvement is not complete, or Certificate of Occupancy has not been issued by the Building and Code Enforcement Office of Swain County within one year (365 days) of first commencing such improvement, then such lot owner shall pay to the Association another \$3,000 impact fee. The additional \$3,000 impact fee shall be due and payable on the 366th day after commencement of construction and each year thereafter on the anniversary of the initial commencement of construction until exterior of the house is complete. The Association shall have the authority to grant a waiver of any subsequent \$3,000 impact fee if, in the Association's sole discretion, there were a Natural Disaster or other Act of Nature that reasonably prevent the lot owner from completing construction within one year of commencement of construction.

IN WITNESS WHEREOF, the Declarant hereby adds Section 6.4 and amends Sections 7.1 and 9.4(a) of the Declarations as stated above.

BRYSON CITY HORSE PROPERTY, LLC

By: *Benjamin Logan* (SEAL)
Benjamin Logan, Manager

STATE OF North Carolina
COUNTY OF Jackson

I, Jessie I Collier, a Notary Public of the County and State aforesaid, certify that BENJAMIN LOGAN personally came before me this day and acknowledged that he is the Manager of BRYSON CITY HORSE PROPERTY, LLC a North Carolina Limited Liability Company, and that by authority duly given and as the act of that company, the foregoing instrument was signed in its name, under seal, by him as its Manager.

Witness my hand and official seal, this 5th day of September, 2025.

Jessie I. Collier
Notary Public

My Commission Expires: 10/15/2027

