

W. Jett Porter
711 Princess St.
Wilmington NC

28401

BOOK 996 PAGE 232

STATE OF NORTH CAROLINA
COUNTY OF PENDER

DECLARATION OF RESTRICTIONS
FOR
SHELTER CREEK PLANTATION
AND HUNTING CLUB

KNOW ALL MEN BY THESE PRESENTS that HOLLY SHELTER TIMBER CORPORATION, a North Carolina Corporation, (hereinafter called "DECLARANT") is the owner of all of the interest and equity in that certain tract of land known as SHELTER CREEK PLANTATION AND HUNTING CLUB, as that subdivision is shown on a map of survey recorded in the Pender County Registry in Map Book 29 at Pages 20 and 21; and it is the DECLARANT'S desire to insure the uniform use of said property for the purposes of timber, land and game management and for compatible outdoor sporting activities, and to prevent the impairment of the natural attractiveness of the property, and to secure to each owner of land within the subdivision the full benefit and enjoyment of such owner's property with no greater restriction than is necessary to insure the same advantages to the other property owners within SHELTER CREEK PLANTATION AND HUNTING CLUB.

NOW, THEREFORE, the undersigned do hereby covenant and agree and declare to and with all persons, firms or corporations now owning or hereafter acquiring any property in HOLLY SHELTER PLANTATION AND HUNTING CLUB, that all of the tracts or lots in said subdivision as shown on a map recorded in Map Book 29, Pages 20 and 21 of the Pender County Registry, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

ARTICLE I.

DEFINITIONS

1. "LANDOWNERS' ASSOCIATION" shall mean and refer to SHELTER CREEK LANDOWNERS' ASSOCIATION, INC., its successors and assigns.

2. "Owner" shall hereafter mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Tract which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3. "Common Area" shall mean all real property owned by the Landowners' Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Tract is described as follows:

BEING all of those parcels of land shown as "Common Area" or as "CLUBHOUSE SITE" on the map of survey entitled "Survey for Shelter Creek Plantation and Hunting Club" which is

Recorded and Vc
Joyce M. Swiceg
Register of Doc
...

recorded in the Pender County Registry at Map
Book 29, Pages 20 and 21.

The parcels of property specifically labeled as "common area" is to accommodate septic tank drain lines and such other sewer systems as the Landowners' Association may require. The parcel labeled on said map of survey as "CLUBHOUSE SITE" shall be set aside for a Club House and such other outbuildings and structures as the Landowners' Association may deem appropriate.

Ad valorem taxes on said tract are to be paid by the Association.

4. "Tract" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

5. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additional property as may hereafter be brought within the jurisdiction of the Landowners' Association.

6. "Declarant" shall mean and refer to HOLLY SHELTER TIMBER CORPORATION ("Corporation"), its successors and assigns.

ARTICLE II.

PROPERTY RIGHTS

1. Owners' Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Tract, subject to the following provisions and such other provisions as are set forth herein:

(a) the right of the Landowners' Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;

(b) the right of the Landowners' Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his Tract remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

2. Delegation of Use. Any owner may delegate, in accordance with the Rules, Regulations or By-Laws of the Landowners' Association, his right of enjoyment to the Common Area and facilities to the members of his family and to such other persons as is specifically authorized by the said Rules, Regulations or By-Laws.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

1. Every owner of a Tract which is subject to assessment shall be a member of the SHELTER CREEK PLANTATION LANDOWNERS' ASSOCIATION. Membership shall be appurtenant to and may not be separated from ownership of any TRACT which is subject to assessment.

2. The LANDOWNERS' ASSOCIATION shall have two classes of voting membership:

CLASS A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Game Preserve Tract and/or Land Management Tract owned. When more than one person holds an interest in any such Tract or Tracts, all such persons shall be members. The vote for such Tract shall be exercised as they among them determine, but in no event shall more than one vote be cast with respect to any Tract. In the event an Owner owns more than one Tract, he shall be entitled to one vote for each Tract owned.

CLASS B: Class B member(s) shall be the Declarant owning property within SHELTER CREEK PLANTATION and shall be entitled to three (3) votes for each Land Management or Game Preserve Tract owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1997,

ARTICLE IV.

COVENANTS FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessment. Each owner of any Tract, by acceptance of a deed to any Tract within SHELTER CREEK PLANTATION AND HUNTING CLUB; whether or not it is expressly set forth in a deed, is deemed to covenant and agree to pay to the LANDOWNERS' ASSOCIATION: (1) annual, quarterly, or monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys fees, shall be charge on the land and shall be a continuing lien upon the property against which each assessment is

made. Each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

2. Purpose of Assessments. The assessments levied by the LANDOWNERS' ASSOCIATION shall be used exclusively to promote the recreation, health, safety and welfare of the property owners and for the improvements and maintenance of the Common Areas, including, but not limited to club house facilities and roadways.

3. Maximum Annual Assessment. Until January 1, 1996, the maximum monthly assessment, which shall be established annually as of July 1 of each year, shall be \$70.00 per month per Game Preserve Tract and/or Land Management Tract. The LANDOWNERS' ASSOCIATION may elect to bill and collect said amount in advance on a quarterly, semi-annual or annual basis.

(a) After January 1, 1996, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) After January 1, 1996, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4. Special Assessment for Capital Improvements. In addition to the regular assessment authorized above, the LANDOWNERS' ASSOCIATION may levy, in any assessment year, a special assessment payable within a time specified for the purpose of defraying, in whole or in part, expenses, debts, or other obligations of the LANDOWNERS' ASSOCIATION or for the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or drainage ditches, sewer lines, roadways and rights of way, including fixtures and personal property related thereto, provided that any such special assessment have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for any Action Authorized under Sections 3 and 4, of this Article. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all members not less than 30 nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same

notice requirement, and the required quorum and the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Uniform Rate of Assessment. Both regular and special assessments must be fixed at a uniform rate for all Tracts and may be collected on monthly, quarterly, semi-annual or annual basis. For purpose of assessment, a LAND MANAGEMENT TRACT AND A CABIN TRACT shall be collectively considered as one tract, and a GAME PRESERVE TRACT AND A CABIN TRACT shall be collectively considered as one tract.

7. Date of Commencement of Annual Assessments/Due Dates: The regular assessments provided herein are established as of July 1 of each year. The Board of Directors of the LANDOWNERS' ASSOCIATION shall fix the amount of the regular assessment at least prior to June 1 of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates, and whether the dues are to be paid monthly, quarterly, semi-annually or annually shall be established by the Board of Directors.

8. Effect of Nonpayment of Assessments/Remedies: Any assessment that is not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight (8%) per annum. The LANDOWNERS' ASSOCIATION may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Area or right of ways, or by non-use of his Tract.

9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust. Sale or transfer of any Tract shall not affect the assessment lien. However, the sale or transfer of any Tract pursuant to foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Tract from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V.

CLASSIFICATION OF PROPERTY, USE RESTRICTIONS AND OTHER GENERAL PROVISIONS

1. CLASSIFICATION AND USE OF PROPERTY. The DECLARANT'S intent is to create a subdivision of large, individually owned acreage tracts that are suitable for timber management while at the same time allowing the owners of such acreage tracts to enjoy game

management and related outdoor sporting activities. The Declarant recognizes that timber management often requires control burning and use of heavy equipment that is inconsistent with residential uses. Likewise, residences and other man made structures interfere with game management, hunting and other outdoor sporting activities. For that reason the Declarant has established classifications of property within SHELTER CREEK PLANTATION AND HUNTING CLUB that provide for vast areas that are to be used exclusively for timber management, game management, hunting, fishing and other outdoor sporting activities; and, other areas set aside for residential use and for the construction of such buildings and other structures as may be required for the use and enjoyment of the owners.

The Declarant therefore hereby establishes three use classifications:

A. GAME PRESERVE TRACTS. TRACTS 1, 2, 3, 4 and 5B are hereby designated as "GAME PRESERVE TRACTS". In addition to its primary use for timber management, GAME PRESERVE TRACTS may be used for a game and shooting preserve that may be open to the general public. Permitted activities on the Game Preserve Tracts include, sporting clays, shooting range, hunting, fishing, dog training and other outdoor sporting activities. The owner of a Game Preserve Tract may, with the express permission of the owner of other tracts within SHELTER CREEK PLANTATION AND HUNTING CLUB, use other tracts within the subdivision for fishing, hunting and other related outdoor activities in conjunction with the operation of a game preserve business as the owner of such other tract may expressly agree and which are not inconsistent with these restrictions. Deer and Bear shall not be hunted by the use of dogs on any GAME PRESERVE TRACT. The owner of a GAME PRESERVE TRACT may erect a cabin and such other out-buildings and other man made structures as are convenient for the operation of a the preserve or the use of the Tract by its owner.

B. LAND MANAGEMENT TRACTS. TRACTS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 are hereby designated as "LAND MANAGEMENT TRACTS" and are subject to the following restrictions and provisions:

(1) The tracts designated as "LAND MANAGEMENT TRACTS" are to be used exclusively for timber management, hunting, and fishing. Except as permitted above, LAND MANAGEMENT TRACTS shall not be used for commercial, industrial or residential uses. Provided, however, an Owner of a LAND MANAGEMENT TRACT may construct ponds for the commercial production of fish and other aquatic or marine products, particularly catfish, provided no outbuildings or other equipment incident thereto are to be situated, constructed or stored on such LAND MANAGEMENT TRACT.

(2) Unless specifically permitted by the LANDOWNERS' ASSOCIATION, no man made structure shall be erected on any LAND MANAGEMENT TRACT, except roadways, dikes, ponds, lakes, game blinds, gates, pump houses, wind mills, quail release pens, it being the intent of the Declarant that all tracts designated as LAND MANAGEMENT TRACTS remain as natural in appearance as possible.

(3) Deer and Bear shall not be hunted by the use of dogs on any LAND MANAGEMENT TRACT.

(4) The LANDOWNERS' ASSOCIATION shall have the right to designate LAND MANAGEMENT TRACTS as a waterfowl preserve to allow for extended shooting seasons. Each owner of a LAND MANAGEMENT TRACT shall abide by such rules as are applicable to retain such designation. In no event shall the owner of a LAND MANAGEMENT TRACT operate such tract as a commercial game preserve.

(5) LAND MANAGEMENT TRACTS may not be further subdivided unless such part of the subdivided tract becomes a part of an existing, adjacent whole tract.

(6) No noxious or offensive trade or activity shall be carried on or maintained on any LAND MANAGEMENT TRACT, nor any use be made of any portion of such tract which may be or become an annoyance or nuisance to the other tract owners.

(7) It shall be the obligation of the owner or any LAND MANAGEMENT TRACT to provide, install and maintain adequate culvert or drain pipe beneath such owner's driveway as it crosses any ditches in order that the natural flow of drainage will not at any time be blocked along the roadways serving the various tracts or lots.

C. CABIN TRACTS. Tracts designated as "CABIN TRACTS" are subject to the following restrictions and provisions:

(1) CABIN TRACTS shall be used exclusively for residential purposes.

(2) No mobile home or manufactured home using "I-beam floor supports" shall be constructed or moved onto any CABIN TRACT. Provided, however, modular housing that uses

substantially similar building techniques as "stick built" or on site construction shall be permitted.

(3) Until such time as municipal sewage is available, sewage disposal shall only be by septic tank to meet the approval of the North Carolina Board of Health and the Pender County Health Department. Declarant hereby grants to the owner of each CABIN TRACT an easement over, under and across any roadways to the areas designated as SEPTIC DRAIN FIELD. The cost of constructing any septic disposal system is the obligation of the owner the CABIN TRACT and not the Declarant. Declarant makes no warranty as to the condition of soils on any CABIN TRACT or the suitability of drainage or septic systems.

(4) Any owner of a CABIN TRACT may elect to manage the timber resources on said tract.

2. RETENTION OF EASEMENT. The Declarant reserves unto itself a perpetual, alienable and releasable easement and right over, on and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone, television cable, gas, sewer, water or other public or private convenience or utilities or for the construction of drainage ditches on, in or over any tract or lot within 30 feet of its borders.

3. DRAINAGE. Notwithstanding the easements granted hereinabove, Declarant shall have no responsibility for maintaining any drainage easements in connection with any lots or tracts sold. All maintenance shall be the responsibility of the owner of such tract or lot, his heirs, successors and assigns. Within the easements reserved to the Declarant, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change or obstruct the direction or flow or drainage channels in the easement. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract except for those improvements for which the LANDOWNERS' ASSOCIATION assume or which a public authority or utility company is responsible.

4. VIOLATION OF COVENANTS. If at any time any lot owner or his, her or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other persons owning any lot or lots in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenants and either prevent him or them from so doing or recover damages or

other dues for such violation.

5. INVALIDATION OF COVENANT. Invalidation of any one or more of these covenants by judgment or court order shall not be deemed to affect any of the other provisions hereof, which shall remain in full force and effect.

6. DURATION OF COVENANTS. All covenants and restrictions herein shall run with the land and shall be binding on all parties owning lots in said subdivision for a period of twenty (20) years from the date hereof, at which time these covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of said lots, not under legal disability, it is agreed to revoke or amend same.

7. ROADWAYS AND MAINTENANCE. The roadways within SHELTER CREEK PLANTATION AND HUNTING CLUB are private and are not state maintained. The Declarant anticipates their use for pickup trucks and four wheel drive vehicles. The Declarant is under no obligation to make further improvements or maintenance to the roadways. It shall be the duty of the LANDOWNERS' ASSOCIATION to maintain the roadways within SHELTER CREEK PLANTATION AND HUNTING CLUB in passable condition for the use and benefit of each tract owner.

8. DATES FOR TIMBERING OPERATIONS. Timbering shall be allowed on any tract within SHELTER CREEK PLANTATION AND HUNTING CLUB only between the dates of April 1 through August 15 of each year. The LANDOWNERS' ASSOCIATION shall have the right to require a cash bond before any timbering shall commence adequate to cover the cost of roadway repair. The landowner initiating the removal of timber shall ultimately be responsible for damage to the roadways within the SHELTER CREEK PLANTATION AND HUNTING CLUB. In the event the removal of timber from a landowner's tract causes damage to the roadway, the LANDOWNERS' ASSOCIATION shall have the absolute right to use the cash bond to pay for roadway repairs. In the event the cash bond is insufficient to pay for the damages to the roadways, the LANDOWNERS' ASSOCIATION shall have the right to repair the roadways and to charge to the account of the landowner responsible for removal of timber such amounts as may, in the discretion of the LANDOWNERS' ASSOCIATION, be required to repair the roadway and such amount may be declared a lien upon such landowner's property.

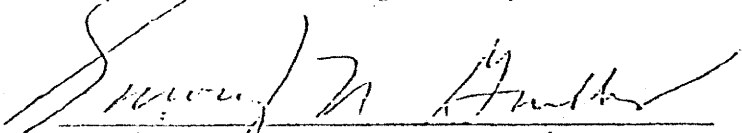
9. RESTRICTIONS OF JOINT OWNERSHIP. No more than three persons shall jointly own any Tract within SHELTER CREEK PLANTATION AND HUNTING CLUB. In the event title to a Tract is held by a corporation or partnership, such partnership or corporation shall, on or about January 1 or each calendar year, designate no more than three partners or shareholders who shall have the right to use the common areas or facilities. In the event more than three owners own a Tract with SHELTER CREEK PLANTATION AND HUNTING CLUB

(in the event said restriction is declared invalid), the LANDOWNERS' ASSOCIATION shall have the right to make an additional assessment to such Tract to reasonably cover the additional cost related to the use of the common areas and facilities.

10. AMENDMENTS. The Declarant reserves the right to amend these restrictive covenants in a manner consistent, in its discretion, with the intent and purpose of these restrictive covenants.

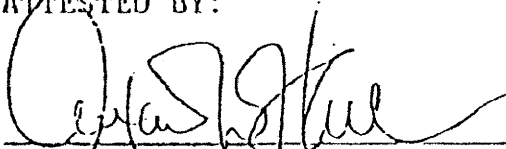
11. ADDITIONAL TRACTS. Declarant reserves the right to add additional tracts of land to SHELTER CREEK PLANTATION AND HUNTING CLUB and to subject such additional tracts to similar, but not necessarily identical, restrictive covenants that are consistent with the general intent set out herein. The owners of any tracts within the original SHELTER CREEK PLANTATION AND HUNTING CLUB shall have an easement and the right to use any of the roadways and common areas established for any other such tract and the owners of any other such additional tracts shall have the right to use any of the roadways and common areas and facilities set aside for the use of the owners in the original SHELTER CREEK PLANTATION AND HUNTING CLUB. The owners of tracts within such additional tracts shall also be mandatory members of the LANDOWNERS ASSOCIATION and shall be bound by the Articles, By-laws, rules and regulations established for the LANDOWNERS ASSOCIATION.

IN TESTIMONY WHEREOF, the Declarant has hereunto caused this instrument to be signed by its president and attested by its secretary all as duly authorized this the 10th day of August, 1994.



President, Holly Shelter Timber Corporation

ATTESTED BY:



Secretary, Holly Shelter Timber Corporation



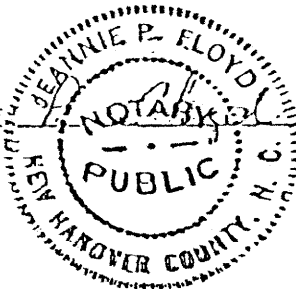
STATE OF NORTH CAROLINA

COUNTY OF PENDER New Hanover

I, Jeanne P. Floyd, Notary Public for said County and State, certify that ALEXANDER M. HALL personally came before me this day and acknowledged that he is Secretary of Holly Shelter Timber Corporation, a corporation and that by authority duly give 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 its secretary.

Witness my hand and official seal, this the 17th day of August, 1994.

Jeanne P. Floyd
Notary Public



My Commission Expires: 4-1-95

North Carolina - Pender County

The foregoing (or annexed) certificate of

Jeanne P. Floyd

is certified to be correct.

This 18 day of August, A.D. 1994

JOYCE M. SWICEGOOD — Register of Deeds

By: Joyce M. Swicegood
Deputy Assistant Register of Deeds

Shelter Creek Landowners

June 16, 2009

To: Members – Shelter Creek Landowners Association

From: Rules Committee

C/O Buz Warren

buzwarren@bellsouth.net

PO Box 627

Wrightsville Beach, NC 28480

Please review the updated recommendations and let me know of any changes or additions to our proposals by email or in writing. We will present for approval the final recommendations at our next membership meeting.

Activities on properties under the jurisdiction of the Shelter Creek Landowner's Association.

1. On Club Property, and on all property subject to the rules of the Shelter Creek Landowner's Association, the calendar year will be divided into three parts.
 - a. From February 1st until September 1st of each year the use of firearms on club property and landowner property, for hunting and shooting, is unrestricted. The use of heavy equipment and construction is unrestricted, subject to uses allowed under the Declaration of Restrictions. Noisemaking tools, such as chain saws, are permissible.
 - ✓ b. From September 1st through October 15th the use of heavy equipment, including farm equipment on club or landowner property is only allowed from 9:00 A.M. to 4:00 P.M. No firearms are to be used at the Clubhouse during this period. Non-hunting use of firearms are restricted to an individual landowner's tact between the hours of 9 to 4.
 - c. From October 15th through February 1st non-hunting use of firearms at any locations is restricted to Sunday only between the hours of 9 to 4. The use of light farm equipment is to take place only between the hours of 9 to 4 on Sundays. The days of Friday and Saturday are designated as quiet time and non-hunting shooting or the use of heavy or light equipment is restricted on private landowner areas. Small construction projects such as deer stands, etc. should take place only on Sundays between the hours of 9 to 4.
2. Cooler Etiquette -Each deer or bear harvested will be registered on the club's sign-in report, indicating the sex, weight, condition, and time of kill.
All game that will be placed in the cooler will be tagged with name, telephone number, date killed with maximum of eight days stay allowed.
The refuse pit is to be placed across Godwin Road from the club house. The Pit will be dug out to several feet above waterline to make refuse more accessible to scavengers.
3. Violations - Provision for violation of covenants is addressed under Section C Paragraph 4 in the Declaration of Restrictions for Shelter Creek Club.
Any fines or penalties will be determined by the executive committee.
4. Construction, laborers are not to have access to club house or adjacent club facilities, exception, only when accompanied by a member of Shelter Creek.
5. Security of roads – Gates to property should be improved or additional gates erected. Our club is becoming too accessible to outsiders. The existing gate should be replaced with a solid secure one. The present gate should be erected on club property at the entrance to Alex Hall's road intersecting with Godwin Road.

family C?

6. Guests - Non members will need to have a member present to be on the property to hunt. Construction workers restricted to area of owner's land being improved.
7. Hunting dates are to be posted in the clubhouse for all members benefit.
8. Club Property - As of this date the only joint equipment in operation is one disk and one spreader. These two items will be identified by bright orange paint.
9. Deer Management - We should strive to fill up our allotment of deer tags. If more doe tags are desired, they can be secured from the Wildlife Commission. Bucks should be harvested only if eight points or bigger. Spike horn, cow horn, small does and button bucks should not be harvested. We are a hunting club. Please use common sense. If in doubt, don't shoot!
10. Violation of game laws - Anyone member or guest shooting before or after legal shooting time should be referred to the executive committee as soon as possible.
11. The executive committee should be expanded to include a secretary. Bill Jones has volunteered to fill this position. A website has been set up to better communicate with all members.

www.sheltercreek.us

shelter - User name

shelter - Password

+ FAMILY

12. The use of the Clubhouse is for members and their guest only, and only when the guests are present with the member or one of the member's family. The interior of the Clubhouse is a "no smoking" zone and no dogs or other animals are allowed. Beds and bedrooms are on a first come first serve basis. Any item left in the refrigerator or freezer must have its owner's name and date when placed in the refrigerator. All unlabeled undated food products will be thrown out. If there is to be more than one member and more than one guest staying overnight, notice must be given to the Housemother at least a week in advance. Anyone who spends the night in the Clubhouse must put their name, address, and dates in the Clubhouse registry. Anyone not a member must be clearly identified as the guest of a specific member in the book. Damage to the Club property will be billed to the member and/or guest present on the property at the time the damage occurred. Daytime use of the Clubhouse and picnic shelter is permissible by groups as long as at least one member is present at all times. For groups of excess of 5 individuals, notice should be given to the Housemother at least a week in advance. Trash generated by a member and/or guest is the responsibility of the member to remove from Club property. If unlabeled articles are left at the Clubhouse or on Club Property (firewood, beer...) they will be deemed available to anyone who wants to use them unless clearly marked and identified as the personal property of a specific club member. Anyone who is on the property as a guest of the landowner who is not in the immediate presence of the landowner, whether on Club Property or on the individual landowner's property, must have a signed and dated permission slip. The presence of someone who is not a landowner on the Club property without written permission for that specific time may be considered trespassing.
13. The Executive Committee should be expanded to include a Housemother. Jerry Simmons has volunteered to continue to fill this position.

Shelter Creek Landowners' Association

Minutes

Meeting of the Members Fall Meeting
Tuesday September 22, 2009

Shelter Creek Landowners' Association Members:

In Attendance: Alex Hall, Tuney Nunnelee II, Gary Nunnelee, Jim Gillespie, Jr., Buzz Warren, Lamon Spainhour, Jr., Jeff Warner, Bob Warwick, Steve Warwick, Jerry Simmons, Jerry Simmons, Jr., Bill Jones

The members of Shelter Creek Landowners Association held its annual fall meeting on Tuesday September 22, 2009 at the Cape Fear Club.

Bob Warwick handed out the previous year's financial report.

Jeff Warner has completed the construction of a cleaning station in the back building.

A new front property gate was installed at a cost of \$700.

Club house will be cleaned monthly during the hunting season and Gordon removes trash every Monday.

Jerry Simmons suggested we cancel Direct TV and apply funds to purchase a new HDTV. Decision was unanimous and Alex Hall volunteered to research and purchase a new set.

Jeff Warner will spread 2 loads of gravel – one at the main gate and at Alex Hall's turn entrance.

Bill Jones was voted in as club secretary and all current officers were reappointed for the following year.

Club website:

www.sheltercreek.us
shelter – User name
shelter – Password

Primary Discussion: Vote on Rules Committee recommendations and revisions proposed by Alex Hall.

Discussions were lively and spirited with disagreement between all week hunting quiet time vs. limited tractor, equipment and firearm use during a specific period everyday on a member's tract.

Question #1 referencing 3 periods in the calendar year dominated the majority of the meeting. Alex handed out additional revisions most notably 1(c):

1(c): From October 15th through February 1 - Alex's **Recommendations:**

1. Non-hunting use of fire arms on an individual's tract Monday through Saturday 10:00 AM to 3:30 PM and Sundays 9:00AM to 4:00 PM.
2. Use of light farming and land clearing activity is restricted to 10:00AM to 3:30PM.
3. There shall be no use of heavy equipment (bull dozer, excavator, timber removal) during this period.
4. Small construction projects shall take place only between the hours of 10:00AM and 3:30PM.

Voting on Alex's **Recommendations** 1, 2 and 4 were either tied or voted down by a small margin. Therefore, the recommendations DID NOT CARRY.

All of the Rules committee recommendations 1-13 were approved with the following exceptions. #12 (club house member, guest use and guidelines) was tabled until further discussion. Also, during spring Turkey Season, quiet time is before 10AM and after 4PM. The season fluctuates every year, 2010 is April 10th – May 8th.

Below is a condensed summary of equipment, firearm use and quiet time periods. Refer to the actual Rules committee recommendations for exact wording.

February 1st until September 1st: Unrestricted use

Turkey Season exception – tractor equipment and firearms allowed between 10AM-4PM
Timbering

September 1st until October 15th: Unrestricted use from 9AM to 4PM on individual's tract only

Please note that if opening day falls on the 15th members are asked to begin quiet period all day – as a courtesy.

Firearms restricted on club house common area property beginning September 1st.

October 15th through February 1st: Full Restriction QUIET TIME

Sunday exception 9AM to 4PM on individual's property only – firearm, tractor equipment use and light construction permitted – Sunday only.

Members with property next to the club house or in close proximity were most annoyed by noise and skeet shooting activity. All members were sympathetic to their situation and voted accordingly to restrict shooting beginning September 1st.

Note that operating tractors anytime to remove large game or for assisting members in emergencies is acceptable.

*If one member notices a rules violation by another member or has cause for concern over a members activity, please first contact that member directly and voice your concern.

Respectfully Submitted,

WR Jones, Jr.

*Additional Note on Rules Violation:

If one member notices a rules violation by another member or has cause for concern over a members activity, please first contact that member directly and voice your concern. Courtesy in this regard is much preferred over 3rd party or committee directives. We are all friends and value each others opinion and right of property enjoyment. New members or members that seldom visit their property may not be fully aware of the rules or disturbance caused by an unintentional action. Hopefully they will appreciate a heads-up to avoid future incident. Only after repeated offenses should their action brought before committee be considered