

THIS DECLARATION OF RESTRICTIVE COVENANTS made this the 11th day of October, 1984, by HAROLD L. POTTS and wife, NANCY E. POTTS, and KELLY T. BRADLEY and wife, GLENDA F. BRADLEY, acting as owners under those certain deeds recorded as follows: Book 446, Page 542, Book 440, Page 379-A; Book 424, Page 578; Book 420, Page 248; Book 418, Page 62; Book 416, Page 52, Book 415, Page 386; Book 415, Page 382; Book 415, Page 190; Book 415, Page 186; Book 415, Page 169; and Book 412, Page 333, all Jackson County Public Registry, as designated Tract IV as contained therein.

W I T N E S S E T H:

THAT, WHEREAS, the declarants herein are desirous of developing the lands hereinafter described and to subdivide the same into lots: and

WHEREAS, declarants desire to impose certain uniform restrictive covenants thereon prior to the sale of any portion of said lands to be applied to all such sales in order to protect the value and integrity of the individual parcels and to preserve uniformity of development;

NOW, THEREFORE, declarant does declare and impose the following restrictive covenants and conditions upon those lands described by deeds recorded as follows: Book 446, Page 542, Book 440, Page 379-A; Book 424, Page 578; Book 420, Page 248; Book 418, Page 62; Book 416, Page 52, Book 415, Page 386; Book 415, Page 382; Book 415, Page 190; Book 415, Page 186; Book 415, Page 169; and Book 412, Page 333, all Jackson County Registry:

COVENANTS, RESTRICTIONS, CONDITIONS, AND AFFIRMATIVE OBLIGATIONS

1. It is hereby agreed that each and every property owner within this 136 acre tract, upon the 1st day of January of each and every year, will contribute One Hundred and no/100 Dollars (\$100.00) toward the maintenance of the community road system.

This annual payment will continue until all the property owners decide, by a two-thirds vote, that more or less than \$100.00 is sufficient to maintain the community road. All monies collected will be held in an escrow account set up for this purpose with said escrow account not to accumulate more than \$3,000.00 at any one time. It is understood and agreed by and between the parties hereto that in the event of non-payment of said sum on said due date that the same shall become a lien upon the premises hereinabove described and shall be enforceable in any court of competent jurisdiction.

2. Grantees shall neither cause nor permit any offensive activity to be carried on upon the lands and premises above described, nor cause or permit anything to be done thereon; which may be or become an annoyance or a nuisance to the neighborhood. For the purpose of these restrictive covenants, the keeping of livestock, chickens, ducks, geese or other fowl, or of hogs, goats, horses or sheep shall be considered offensive activities, but this specification shall not exclude other offensive activities not herein set forth. Domestic pets must be confined to one's own property.

In addition, no non-registered automobiles or other unsightly items shall be allowed to collect upon said lands.

3. It shall be the responsibility of each and every owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings and grounds which shall tend to substantially decrease the beauty or value of the neighborhood, in whole or in part.

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This instrument prepared by:
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4. No owner may subdivide, sell or convey any part of said lands and premises in less than one acre parcels, or if the parcel left would be less than one acre, except as outlined according to lot number on a master recorded survey map.

5. Each owner shall provide receptacles for garbage in an area not generally visible from the road or provide underground garbage receptacles, similar or equal facilities. Burning of garbage or other refuse routinely shall not be permitted on any tract.

6. Said lands and premises shall be used for residential purposes and single family dwellings only and not for business, commercial, manufacturing or multi-family housing purposes. With respect to business use, an office or shop maintained in the home or even apart from the main dwelling, which does not interfere with the quiet enjoyment of neighboring property owners nor create excessive traffic, is not to be construed as a violation of these restrictive covenants. In maintaining said office or shop commercial signs or directions to properties will not be allowed.

Conversely, however, an owner renting out a dwelling to several individuals not related one to the other, i.e. rooming house or apartment house fashion would be considered in violation.

7. No building or structure and no septic tank or septic tank drain field shall in any event be placed, erected or maintained so that any part thereof lies within 15 feet of either boundary line of lands herein conveyed.

8. Prior to the occupancy of any residence on any tract, proper and suitable sewage disposal in the form of septic tanks or the like, shall be constructed for the disposal of all sewage and waste water. Sewage and waste water shall be discharged into such tank or tanks. No sewage or waste water shall be emptied or discharged directly into any stream, creek or ravine or onto open ground.

9. Any and all buildings and structures subsequently attached to or built apart from the main dwelling will be substantial and constructed with the same kind of materials and conform architecturally to the main building.

10. No fuel tanks or similar storage receptacles may be exposed to view from the road.

11. These covenants shall remain in force for a period of twenty five years from and after the date of the recording hereof and shall automatically extend for successive periods of ten years; provided, however, at the commencement of any ten year renewal period or at any other time, any of the conditions, restrictions and covenants herein contained may be changed or amended by the two-thirds vote of all property owners.

12. No tents, trailers, mobile homes or other similar living quarters shall be allowed on any lot except as temporary quarters during the construction of a permanent home. In any case, a maximum time limit of six months will exist for this purpose. This restriction does not include possession and storage of recreational vehicles, nor does it preclude their use for bonafide guests of the homeowner for reasonably brief periods of time.

13. All property owners shall install adequate culverts when constructing driveways intersecting with streets or roads, to prevent flooding or washing out of said streets or roads.

Damage caused by inadequate culverts or by heavy trucks and equipment will be repaired at the expense of the responsible landowner.

14. Grantees will erect or suffer to be erected or maintained on said lands only one residential establishment to be situated on no less than one acre, except as referred to numbered lots on a master recorded survey plat.

15. All dwellings shall be of new construction and no dwelling shall be constructed having less than 1000 square feet of ground floor area, exclusive of porches, terraces, carports and living area of other stories.

16. Declarant reserves the easement of a right of way at any time in the future to grant rights of way for telephone and electric light poles, wires and cables across and upon said lot at a distance of not more than three feet from the rear line or road right of way.

17. The owner of said land shall be allowed to maintain a garden of sufficient size to provide for the needs of the family occupying the home on said premises and no part of said garden shall be located within twenty five feet of the edge of the right of way of the road passing said property.

18. If the parties hereto, or any of them, their heirs, assigns, or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing or to recover damages or other dues for such violations.

19. Grantees will not cut nor clear the lands herein conveyed in excess of that required to properly landscape said lands.

20. If in the future it is possible to add the road system of this tract to the public roads of North Carolina, the property owners hereby agree to give to the State the necessary right of way to allow said takeover.

21. There are reserved by the declarant certain rights of way or easements of ingress and egress as shown on an unrecorded map prepared by Thomas H. Cabe, R.L.S. Such reservations are made in contemplation of eventual dedication to the N.C. Department of Transportation as a portion of the secondary roads system; however, no warranty of such dedication is made. Pending such dedication, each owner of any parcel or tract herein, and any subsequent assignees or grantees therefrom shall have the joint right, together with declarants, their successors and assigns, and all other owners and heirs, assigns, and successors of owners, to the use of said right of way for the purpose of ingress, egress and regress to and from the property.

There is further granted the joint right to construct, repair and maintain said rights of way, provided only that no action shall be taken which would hinder or impair the future dedication of said rights of way to the State of North Carolina. Declarants, however, do not warrant and do not assume any responsibility for construction, repair or maintenance of said rights of way, and it shall not be assumed that the laying out of said rights of way upon the referenced plat in any way imposes upon declarants any obligation whatsoever in this respect.

22. Invalidity of any one of these covenants, conditions or restrictions by a judgment or order of a court of

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competent jurisdiction shall in no wise affect the validity of any of the other provisions, which shall remain in full force and effect.

The foregoing covenants, conditions, restrictions and affirmative obligations are designed and placed upon the lots and land above described for the mutual benefit of the respective owners of said lots and for the purpose of the betterment of said lots and lands involved.

Witness our hands and seals, this the day and year first above written.

Harold L. Potts (SEAL)
HAROLD L. POTTS

Nancy E. Potts (SEAL)
NANCY E. POTTS

Kelly T. Bradley (SEAL)
KELLY T. BRADLEY

Glenda F. Bradley (SEAL)
GLENDA F. BRADLEY

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

I, Priscilla B. Holland, a Notary Public do hereby certify that HAROLD L. POTTS and wife, NANCY E. POTTS, being all the people mentioned herein, each personally appeared before me this day and acknowledged the due execution by them of the foregoing covenants, restrictions, easements, reservations, terms and conditions, for the purposes described therein.

WITNESS my hand and Notarial Seal this the 11th day of October, 1984.

Priscilla B. Holland
NOTARY PUBLIC

My commission expires: 8/11/86

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

I, Priscilla B. Holland, a Notary Public do hereby certify that KELLY T. BRADLEY and wife, GLENDA F. BRADLEY, being all the people mentioned herein, each personally appeared before me this day and acknowledged the due execution by them of the foregoing covenants, restrictions, easements, reservations, terms and conditions, for the purposes described therein.

WITNESS my hand and Notarial Seal this the 11th day of October, 1984.

Priscilla B. Holland
NOTARY PUBLIC

My commission expires: 8/11/86

STATE OF NORTH CAROLINA
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The foregoing certificate of Priscilla B. Holland, a notary public is certified to be correct. This instrument was presented for registration and recorded in Book 586 at page .

This the 11th day of October, 1984, at 2:40 P. M.

Conrad Burns
REGISTER OF DEEDS

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