

REGISTERED

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NORTH CAROLINA
JACKSON COUNTY

RESTATEMENT OF CONDITIONS, RESTRICTIONS, AND STIPULATIONS
AFFECTING LOTS LOCATED IN THE SUBDIVISION KNOWN AS "HIGH TOP
MOUNTAIN" IN BARKERS CREEK AND DILLSBORO TOWNSHIPS, JACKSON
COUNTY, NORTH CAROLINA.

THIS RESTATEMENT made this the 14th day of June, 1993 by HARRY S. SCOTT and wife, ANNIE M. SCOTT; ELEANOR B. BROUGHTON, widow; JOHN CECCHINI and wife, MARGARET CECCHINI; RICHARD MILLS and wife, GRACE MILLS; DOYLE CROSE and wife, RUTH CROSE; KENNETH WING and wife, ANNETTE WING; JAMES H. GREENE and wife, VIRGINIA A. GREENE; and HARRY S. SCOTT and KERMIT R. TYNDALL as Co-Trustees under the Will of John V. Tyndall, Share B, all by and through their Attorney-in-Fact, HARRY S. SCOTT, as Declarants;

WHEREAS, the Declarants are all of the owners of High Top Mountain Subdivision as described in the deeds recorded in Book 426, page 15; Book 426, page 194 and Book 774, page 568, and also by plat recorded in Cabinet 4, Slot 121, Jackson County Public Registry; and

WHEREAS, it is the desire of said Declarants to amend and restate said restrictions, conditions and stipulations and convey parcels from the above-described tract subject to certain restrictions and conditions which are deemed to make the subdivision more desirable and to be for the benefit of all lot owners.

NOW, THEREFORE, in consideration of the premises, the Declarants hereby covenant and agree that each lot conveyed from the above-referenced tract shall be held, sold encumbered and conveyed subject to the following conditions, restrictions, and stipulations:

1. Party of the second part 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. It is agreed that one horse may be kept and maintained on any parcel of land having a minimum size of 1.5 acres or more and that each property owner shall be entitled to keep one horse for each 1.5 acres of land owned i.e., (1.5 acres - one horse, 3 acres - 2 horses; 4.5 acres - 3 horse, etc.) and that any barn or out-building erected to shelter this animal shall be at least 50 feet from any dwelling located on the property or adjacent property. The keeping of dogs, cats and other household pets is permitted but in no event shall any animal or livestock be bred or maintained for commercial purposes or boarded for others. For the purpose of limitation of this restrictive covenant, the keeping of ducks, geese or other fowl, or hogs, goats, or sheep shall be considered offensive activities and therefore excluded from permissible use of the parcels of land within the subdivision. In no event shall any lot owner have or permit others to have, any animal or breed of animal considered to be aggressive or dangerous (i.e. Pit Bull Dogs) on his property.
2. The lot of lots may be subdivided, sold or conveyed but in no event shall any house be constructed, moved or maintained on any parcel of land being smaller than one (1) acre size.
3. The lots shall be used for residential purposes only and not for business, manufacturing, commercial or apartment-house purposes. Rental of residential dwellings is permitted.

4. No building, structure or dwelling shall in any event be placed, erected or maintained so that any part thereof lies within thirty (30) feet of the "front" boundary of fifteen (15) feet of any other boundary line of the lands herein conveyed.
5. Any carport, outbuilding, garage, tool shed, storage building or any other structure may be closer to the entrance road than the dwelling. All structures must be maintained in good repair and attractive and pleasing in appearance.
6. Dwellings must contain a minimum of 960 square feet of finished, heated living area.
7. Manufactured homes must be less than 3 years old when placed upon property, must have a continuous masonry foundation finished with rock, brick or stucco, have wheels axles and tongue removed and a permanent covered porch attached having 120 square feet or more. Other dwellings must be of new construction and be 100% complete within 12 months from date foundation is started and have a certificate of occupancy prior to occupancy.
8. An easement and right of way are hereby expressly reserved in and over all existing access roads for travel of all kinds and in and over a strip of land thirty (30) feet in width from the front line and fifteen (15) feet from all other boundary lines for the construction and maintenance of electric power, telephone and cable TV service lines, storm water drains, land drains, public and private sewers, pipeline supplying gas and/or water, or other public or other quasi-public utility. Party of the first part, their heirs and assigns, shall have the right to enter and permit others to enter upon said reserved road and strip of land for any of the purposes for which the same easements and right of way are reserved.
9. Party of the second part shall neither cause or permit streams running through the property hereinabove conveyed or adjacent property to be any way polluted and he/she/they do hereby covenant to keep the same litter free and unpolluted. No property owner may or permit upon their property any change to the natural flow of streams or rain run-off that will alter existing water course at any boundary line from the existing water flow or course at time of purchase.
10. When 1/3 (approximately 104 acres) or more of the original "High Top Mountain" property is sold, the party of the first part reserves the right to transfer all their right, title and interest in the roads and all utilities and the responsibility for the repairs and maintenance of the streets, roads, and utilities situated with said subdivision to a property owners association, either formed by the property owners or formed by the parties of the first part, or in the event no property owners association is formed, to the property owners in the subdivision.

When the party of the first part decided to convey the roads and utilities, all owners of lots in the said subdivision will be notified in writing sixty (60) days before the transfer. Upon notification, the owners will proceed to form, at the owners expenses, a property owners association to assume full control and maintenance of the roads and utilities, provided however, that if no such association is formed within the sixty (60) day period, the party of the first part will have the right to convey the roads and utilities, including control and maintenance, to the lot owners.

The association of property owners will have the right to collect, on an annual basis by fees or assessment, funds for the repairs, improvement and maintenance of roads and utilities in the subdivision, computed on a per lot and or per

acre and/or per dwelling basis and computed on the same basis for all property owners. Initially the total cost of repairs and maintenance of the road system shall be divided by the percentage of acreage owned of the original 311 acres (i.e. 10 acre tract is 3.2% and the owner would pay 3.2% of the total cost of repair and maintenance of the road system, a 30 acres tract is 9.6% and the owner shall be responsible for 9.6% of repair and maintenance of road system). The exception to this is

(A); prior to a dwelling being placed or constructed upon a lot, the amount of repair and maintenance is 1/2 (i.e. 10 acre tract is 3.2% but if there is no dwelling the property owner is responsible for 1.6% and the 30 acre tract is responsible for 4.8% until such time as a dwelling is placed upon the property) and

(B); in the event additional dwelling are constructed or placed upon a parcel or lot the amount of road maintenance shall increase to 50% (i.e. the 10 acre tract with no dwelling is 1.6% with a single dwelling is 3.2% , with 2 dwelling is 4.8%, with 3 dwellings is 6.4% -- the 30 acre tract with no dwelling is 4.8%, with a single dwelling is 9.6%, with 2 dwellings is 14.4%, with 3 dwellings is 19.2% and so on). Additionally, there shall be one-time road maintenance impact fee of \$200.00 each time a dwelling is placed or constructed upon any lot or a barn or outbuilding larger than 400 square feet is constructed or placed upon any lot.

If it becomes necessary to collect the road repair and maintenance fees through legal means, the lot owner must pay for all court and legal expenses incurred. These fees must be current at the time title of property is transferred or clear title may not be conveyed and all outstanding amounts remains a lien upon the property to the new owners.

11. No advertising signs or billboard of any kind shall be erected or allowed to remain on said lots, except for a "For Sale" or "For Rent" sign not larger than 18 inches by 24 inches.
12. All roads and/or streets located within the confines shall be for the private use, benefit and enjoyment of the owners of lots within High Top Mountain, provided however, it is expressly restricted that in no event may the road located within the said subdivision be used as a means of access to any property located outside of the said subdivision.
13. The parties of the second part agree that any boats, motorcycles, motor homes, recreational vehicles, campers or vehicles of this nature shall be stored in a manner as to not be within the view of the road running within the subdivision.
14. These covenants and restrictions shall be binding and effective in perpetuity in respect to the lands herein conveyed, and shall any of these terms, conditions and restrictions above stated be declared invalid by any Court, those not so declared invalid shall remain in full force and effect; provide however, that the said party of the first part, their heirs and assigns, reserve the right to release, amend changes or modify these restrictions with the approval of the majority of the owners of lots in High Top Mountain.
15. As used in these conditions, restrictions, and stipulations, the designation of the "party of the first part" and "party of the second part" shall include parties, their heirs, successors, assigns, and firms and corporations and shall include singular, plural, masculine, feminine, or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has set his hand and seal,
this the day and year first above written.

WITNESSES AS TO ALL SIGNATURES:

Harry S. Scott (SEAL)
HARRY S. SCOTT

Rebecca W. Hutchinson
REBECCA W. HUTCHINSON

Annie M. Scott, by Harry S. Scott
attorney-in-fact (SEAL)
ANNIE M. SCOTT, by and through her
Attorney-in-Fact, HARRY S. SCOTT

Eleanor B. Broughton, by Harry S. Scott
attorney-in-fact (SEAL)
ELEANOR B. BROUGHTON, widow, by and
through her Attorney-in-Fact,
HARRY S. SCOTT

John Cecchini, by Harry S. Scott
attorney-in-fact (SEAL)
JOHN CECCHINI, by and through his
Attorney-in-Fact, HARRY S. SCOTT

Margaret Cecchini, by Harry S. Scott
attorney-in-fact (SEAL)
MARGARET CECCHINI by and through her
Attorney-in-Fact, HARRY S. SCOTT

Richard Mills, by Harry S. Scott
attorney-in-fact (SEAL)
RICHARD MILLS, by and through his
Attorney-in-Fact, HARRY S. SCOTT

Grace Mills, by Harry S. Scott
attorney-in-fact (SEAL)
GRACE MILLS by and through her
Attorney-in-Fact, HARRY S. SCOTT

Doyle Crose, by Harry S. Scott
attorney-in-fact (SEAL)
DOYLE CROSE, by and through his
Attorney-in-Fact, HARRY S. SCOTT

Ruth Crose, by Harry S. Scott
attorney-in-fact (SEAL)
RUTH CROSE by and through her
Attorney-in-Fact, HARRY S. SCOTT

Kenneth Wing, by Harry S. Scott
attorney-in-fact (SEAL)
KENNETH WING, by and through his
Attorney-in-Fact, HARRY S. SCOTT

Annette Wing, by Harry S. Scott
attorney-in-fact (SEAL)
ANNETTE WING by and through her
Attorney-in-Fact, HARRY S. SCOTT

James H. Greene, by Harry S. Scott
attorney-in-fact (SEAL)
JAMES H. GREENE, by and through his
Attorney-in-Fact, HARRY S. SCOTT

Virginia A. Greene, by Harry S. Scott
attorney-in-fact (SEAL)
VIRGINIA A. GREENE by and through her
Attorney-in-Fact, HARRY S. SCOTT

Harry S. Scott (SEAL)
HARRY S. SCOTT, Co-Trustee by and through
his Attorney-in-Fact, HARRY S. SCOTT

Kermit R. Tyndall, by Harry S. Scott
attorney-in-fact (SEAL)
KERMIT R. TYNDALL, Co-Trustee by and through
his Attorney-in-Fact, HARRY S. SCOTT

STATE OF FLORIDA
 COUNTY OF Orange

I, DONNA REECE SAWYER, a Notary Public of said State and said County, do hereby certify that HARRY S. SCOTT, personally appeared before me and acknowledged the due execution of the foregoing and annexed Deed of Conveyance.

Witness my hand and official seal this 11th day of June, 1993.

Donna Reece Sawyer

NOTARY PUBLIC / My Commission Expires: (NOTARIAL SEAL)

NOTARY PUBLIC, STATE OF FLORIDA.
 MY COMMISSION EXPIRES: SEPT. 13, 1993.
 BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA
 COUNTY OF Orange

I, DONNA REECE SAWYER, a Notary Public of said State and said County, do hereby certify that HARRY S. SCOTT, attorney-in-fact for ANNIE M. SCOTT, ELEANOR B. BROUGHTON, widow; JOHN CECCHINI and wife, MARGARET CECCHINI; RICHARD MILLS and wife, GRACE MILLS; DOYLE CROSE and wife, RUTH CROSE; KENNETH WING and wife, ANNETTE WING; JAMES H. GREENE and wife, VIRGINIA A. GREENE; and HARRY S. SCOTT and KERMIT R. TYNDALL as Co-Trustees under the Will of John V. Tyndall, Share B, personally appeared before me this day, and being by me duly sworn, says that he executed the forgoing and annexes instrument for and in behalf of ANNIE M. SCOTT, ELEANOR B. BROUGHTON, widow; JOHN CECCHINI and wife, MARGARET CECCHINI; RICHARD MILLS and wife, GRACE MILLS; DOYLE CROSE and wife, RUTH CROSE; KENNETH WING and wife, ANNETTE WING; JAMES H. GREENE and wife, VIRGINIA A. GREENE; and HARRY S. SCOTT and KERMIT R. TYNDALL as Co-Trustees under the Will of John V. Tyndall, Share B, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds for Jackson County, North Carolina, on the 7th day of November, 1986 in Book 646, Page 459, Jackson County Public Registry, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said HARRY S. SCOTT acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said ANNIE M. SCOTT, ELEANOR B. BROUGHTON, widow; JOHN CECCHINI and wife, MARGARET CECCHINI; RICHARD MILLS and wife, GRACE MILLS; DOYLE CROSE and wife, RUTH CROSE; KENNETH WING and wife, ANNETTE WING; JAMES H. GREENE and wife, VIRGINIA A. GREENE; and HARRY S. SCOTT and KERMIT R. TYNDALL as Co-Trustees under the Will of John V. Tyndall, Share B.

Witness my hand and official seal this 11th day of June, 1993.

Donna Reece Sawyer

NOTARY PUBLIC / My Commission Expires: (NOTARIAL SEAL)

NOTARY PUBLIC, STATE OF FLORIDA.
 MY COMMISSION EXPIRES: SEPT. 13, 1993.
 BONDED THRU NOTARY PUBLIC UNDERWRITERS.

NORTH CAROLINA
 JACKSON COUNTY

The foregoing certificate(s) of Donna Reece Sawyer, Notary Public is(are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 832, Page .

This 11th day of June, 1993, at o'clock, P. m.

Donna Reece Sawyer
 REGISTER OF DEEDS

THIS INSTRUMENT PREPARED BY:
 R. Phillip Haire
 HAIRE, BRIDGERS, & SPIRO, P.A.
 P.O. Box 248
 Sylva, North Carolina 28779