

REGISTERED

2002 NOV -5 P 4: 54

Joe Hamilton
 REGISTER OF DEEDS
 JACKSON CO. N.C.

This Instrument prepared by Kimberly R. Coward, Attorney at Law, Cashiers, NC 28717

AMENDED AND RESTATED

DECLARATION OF RESTRICTIVE COVENANTS

FOR

TAHALA SHORES

THIS AMENDED AND RESTATED DECLARATION made this 28 day of October, 2002, by the WOODS MOUNTAIN PROPERTY OWNERS ASSOCIATION, INC., a North Carolina corporation, herein referred to as "Declarant," and by the individual property owners joining in the execution of this instrument as set forth in the exhibits attached, herein referred to collectively as "Owners."

WITNESSETH:

THAT, WHEREAS, the Declarant is the successor to the rights, title, interest and authority of the developer of Tahala Shores Subdivision, Unit I; and

WHEREAS, the developer subjected the property known as Tahala Shores Subdivision, Unit I to a Declaration of Restrictive Covenants, recorded in Book 477, Page 1, Jackson County Registry, to which reference is specifically made; and

WHEREAS, the Declarant and sixty-seven percent (67%) of the Owners have approved amended and restated protective covenants affecting Tahala Shores Subdivision, Unit I, and it is the intent of the Declarant and the Owners hereinafter set forth, as evidenced by the attached written consents signed by said owners, to amend, supplement and restate the aforesaid restrictions by this Declaration.

NOW, THEREFORE, the Declarant and Owners hereby declare that all of the lots and parcels in the development known as Tahala Shores Subdivision, Unit I, in Hamburg Township, Jackson County, North Carolina, are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of Chapter 47F of the North Carolina General Statutes and provisions of this Declaration in furtherance of a plan of development established for the purpose of enhancing and protecting the value, desirability and attractiveness thereof.

The provisions of this Declaration are intended to create mutual and equitable servitudes upon each of said lots and parcels owned by Declarant and those lots owned by Owners as set forth in the consents attached hereto, in favor of said lots and parcels; to create reciprocal rights between their respective Owners of all such lots and parcels; to create privity of contract and estate between the Grantors of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all other such lots and parcels in the Development and their respective Owner's present and future.

I. DEFINITIONS

The following terms used in this Declaration are defined as follows:

A. "Association" means Woods Mountain Property Owners Association, Inc., a North Carolina non-profit corporation, with its principal place of business in Jackson County, North Carolina.

B. "Board" means the Board of Directors of the Woods Mountain Property Owners Association, Inc.

C. "Bylaws" means the Bylaws of the Association.

D. "Common Areas" means all easements for roadways, public and private utilities, pedestrian and recreation easements, or incidents therein which the Declarant and Owners declare to be a Common Area and/or which the Association acquires and accepts as such.

E. "Committee" means the Architectural Control Committee.

F. "Declarant" means the Association.

G. "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.

H. "Improvements" means all buildings, out-buildings, streets, roads, driveways, parking areas, fences, retaining and other walls, septic tanks, drain fields, hedges, poles, antenna, and other structure of any type or kind or any land clearing whatsoever.

I. "Lot" means any numbered lot in Tahala Shores Subdivision, Unit I, together with an appurtenant easement for pedestrian and vehicular egress, ingress and regress thereto over and across each road abutting said lot which is shown on the Plat.

J. "Member" means an owner who is a member of the Association.

K. "Owner" means any person, firm, corporation, or other legal entity (including the Declarant) who or which holds fee simple title to any lot or who by joining in the execution of this document succeeds in interest to a property made subject to this Declaration.

L. "Plat" means any map of the Declaration Property or portions thereof, which is on record in the Jackson County Registry.

M. "Property" or "Declaration Property" means that certain real property described herein.

N. "Residence" means the single family dwelling located upon a tract of Declaration Property.

O. "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) adult persons not so related who shall maintain a common household in such dwelling. Use of a portion of a dwelling as an office by an occupant of such dwelling shall not affect the classification of the dwelling as single-family, so long as such office is not open to clients and/or customers and does not result in increased vehicular traffic over the roads of the subdivision.

P. "Supplemental Declaration" means any instrument executed by an Owner and recorded in the Jackson County Registry, subjecting to the provisions of this Declaration a Lot in Tahala Shores Subdivision, Unit I.

II. OWNER'S RIGHT AND EASEMENT OF ENJOYMENT IN THE ROADS

The non-exclusive right to use all roadways within the Declaration Property shall be an appurtenance to each tract within said property and every owner shall have a right and easement of enjoyment in and to said roads in common with all other owners, subject to:

A. All rules and regulations governing the use and enjoyment of the roads by the Association;

B. The right of the Association to establish easements over the roads for service to or in favor of any private or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers, water pipes, cable television lines or hook-ups or any other utility services serving any tracts within the Declaration Property;

C. All provisions of this Declaration not enumerated above, and all restrictions and provisions contained on the plats of the Property.

III. OWNER'S RIGHT OF ENJOYMENT IN THE COMMON AREAS

The use and enjoyment of common areas and improvements thereon, whether before or after conveyance to the Association, shall be subject to the powers of the Association as set forth in its Articles and Bylaws and the rules and regulations governing the use of such property and improvements as may from time-to-time be adopted by the Association.

IV. RESIDENTIAL RESTRICTIONS

A. Each lot shall be used for single-family residential dwellings and guest houses for bona fide non-paying guests, only. No business, commercial, or multiple residential structure shall be erected on any lot, and no existing dwelling shall be used for any purpose other than a single-family residence. In the event that a residence is rented, any guest house located on the same lot as said residence may be used only by the tenant of said residence and/or the bona fide non-paying guests of such tenant.

B. No lot shall may be subdivided, except for the purpose of adding the subdivided portions thereof to adjoining lot or lots. In the event of such subdivision for such purpose, all of the lot so subdivided shall become part or parts of such adjoining lot or lots, and shall lose its identity as a lot. In such event, the adjoining lot, together with the portion of a subdivided lot added thereto, shall be considered a single lot for purposes of this Declaration. For example, if Lot 3 is subdivided into two smaller parts, and one portion is combined with Lot 2 and the other portion is combined with Lot 4, Lot 3 will cease to exist, and Lot 2 and Lot 4 will be larger lots.

C. No animal not usually considered to be a household pet may be kept or maintained on any lot. All pets shall be kept reasonably confined and controlled so as not to become a nuisance. Pets shall not be bred or maintained for commercial purposes.

D. No improvement shall be erected or placed within thirty (30) feet of the front lot line, twenty-five (25) feet of the rear lot line and ten (10) feet from the side lot line. All lake front lots shall comply with the applicable Nantahala Power and Light Company setbacks, rules and regulations.

E. Additions and detached garages, guest houses and other outbuildings on any lot shall be in architectural conformity to the dwelling located on such lot.

F. All dwellings shall be of new construction no more than 2 stories in height entirely above ground level, and shall contain no less than seventeen hundred (1700) square feet of living area, one thousand (1000) square feet of which is in the first story entirely above ground level, exclusive of porches, terraces, carports and garages.

G. No dwelling shall be occupied prior to the completion and painting of the exterior thereof without prior written approval of the Committee. No guest house shall be occupied prior to the completion and painting of both the main dwelling and the guest house and the issuance of county certificates of occupancy for both the main dwelling and the guest house without prior written approval of the Committee.

H. No mobile home, manufactured home, relocatable dwelling, lean-to or other temporary structure shall be erected or placed on any lot without the express written permission of the Committee.

I. No sign other than a sign listing the owners' name and/or a sign identifying the lot shall be placed or displayed on any lot. The Association shall be entitled to remove, without notice, any unapproved sign, to include "for sale," "for rent," "open house," and/or a sign containing the name of a real estate broker.

J. Construction of any improvements, once commenced, shall be completed within twelve (12) months unless approval to extend the construction time is granted by the Architectural Control Committee. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive allowable building days or which have been partially or totally destroyed and not rebuilt within twelve (12) months shall be deemed nuisances. The Corporation may remove any such nuisance or repair or complete the same at the cost of the Owner, and assess the Owner for the cost of the same in accordance with Article IV of this Declaration.

K. Within sixty (60) days of completion of construction of improvements, owner shall cause no less than twenty five running feet of the driveway used for access to said improvement to be surfaced ("paved") with either asphalt or concrete. The provisions of this Paragraph K shall apply only to those lots with driveways higher in elevation than the road known as "Woods Mountain Road". For the purpose of this provision, the portion of said driveway to be paved shall be measured from the margin of the subdivision road bordering the lot of owner toward the residence to which said driveway leads. Owner shall submit the plans and specifications for such paving to the Architectural Control Committee in accordance with Article IV, hereinbelow.

L. Owner(s) 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.

M. 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, unsanitary, or a hazard to health. The Association, upon reasonable written notice to the owner, shall have the right to rectify such offensive situations, and/or any nuisance defined in the preceding paragraph, 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 situation and/or nuisance.

N. No owner shall accumulate on his lot any junk vehicles, or any litter or garbage except in receptacles provided by owner for such purpose. All rubbish, garbage, trash receptacles and fuel storage tanks shall be buried or screened, and clotheslines shall be screened, in a manner so as not to be visible from any roadway or from adjacent property.

O. Tents and/or overnight camping on any lot is prohibited. The use of tents and related equipment will be allowed on any lot upon which is situated a completed, single-family dwelling as defined in Paragraphs A. and G., above.

P. Recreational vehicles, boats and boat trailers shall be permitted on lots, provided, however, that the Committee shall have the right to require that such vehicles, boats and trailers be located on the lots in such a manner as that they do not interfere with the use of the road

rights-of-way or block the view of the road from vehicles on the road (create blind drives). Recreation vehicles shall not be occupied while parked on a lot.

Q. No off-road vehicle, "dirt bike" or other such vehicle (with the exception of golf carts and motorcycles used for ingress and egress purposes, only) shall be operated on any lot or roadway in Declaration Property. (Since one of its purposes is to limit noise, this restriction shall be broadly construed to include all such vehicles, notwithstanding the number of wheels.)

V. EASEMENTS

A. The following 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.

- (i) **Roadways.** Rights-of-way for purposes of ingress and egress and of installing, maintaining and operating utilities, including water, electricity, television cables, guy wires, braces and anchors shall be shown as roadways on recorded plats of the Declaration Property. No parking of motor vehicles on any road right-of-way shall be permitted. Truck traffic on the access roads shall be restricted to trucks required for improving residential lots and common areas within Tahala Shores Subdivision and all other residential lots and common areas subject to this Declaration.
- (ii) **Other Easements.** Any other easements shown on the plat.
- (iii) **Utilities.** A five foot wide strip running along the inside of all side lot lines for the installation, maintenance and operation of utilities, including radio and television transmission cables, and the accessory right to locate guy wires, braces and anchors, and to cut, trim or remove trees and plantings wherever necessary upon such lots in connection with such installation, maintenance and operation.

B. 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 shall be maintained by the owner except those for which a public authority or utility company is responsible.

VI. CONTROL OF IMPROVEMENTS

There is hereby created an Architectural Control Committee, comprising the Board of Directors of the Association.

A. No improvement, including the surfacing of the twenty five (25) feet of the driveway as set forth in Article IV, Section K., shall be commenced, erected, placed or altered until the plans and specifications for such improvement or alteration shall have been approved by the Committee. Requests for such approval shall be submitted to the Committee in the manner and form prescribed by it.

B. The Committee may disapprove any application:

1. If, in the judgment of a majority of the Committee reasonably exercised, the proposed request fails to meet the criteria set forth in this Declaration.

2. Because of the reasonable dissatisfaction of the Committee with grading plans, surface drainage, location of the proposed improvements on a lot, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height, or style of the proposed

improvements, the materials used therein, the kind, pitch, or type of roof proposed to be placed thereon.

3. If, in the judgment of a majority of the Committee reasonable exercised, the proposed improvements would not be harmonious with the improvements erected on other lots.

C. The Committee shall, from time to time, adopt written rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of applications; required number of copies of plans and specifications; provisions for notice of approval or disapproval, including a thirty (30) day time period after which approval becomes automatic by reason of failure to disapprove.

D. The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owners of other lots.

E. At any time prior to completion of construction of an improvement the Committee may require a certification, upon such forms as it shall furnish, from the contractor, owner, or a licensed surveyor that such improvement does not violate any setback, ordinance, or statute or encroach upon any easement or right-of-way of record.

F. Notwithstanding the approval of the Committee of plans and specifications or its inspection of the work in progress, neither it, Declarant, the Association, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans and specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans and specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

G. Any applicant shall have the right to appeal to the Board of Directors of the Association any decision of the Committee within thirty (30) days after entry of such decision.

VII. THE ASSOCIATION

A. General: The Association is a North Carolina non-profit corporation organized to further and promote the common interests of property Owners in the Development. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles and Bylaws.

B. Membership: Every person, firm, corporation, or other legal entity having a vested possessory interest in any lot in Declaration Property 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 without the express written consent of the Association. Lots contiguous to Declaration Property may be added to Declaration and subjected to the provisions of this Declaration by filing for record a Supplemental Declaration, executed by the Owner and the Association.

C. Classes of Members: There shall be one (1) class of members.

D. Votes: Each member shall be entitled to one vote for each lot owned by said member. If a lot is owned by other than one natural person, the owner(s) shall designate a voting member in writing to the Association. Voting shall be in person or by mail ballot. Voting by proxy shall be permitted.

E. Board of Directors: The affairs of the Association shall be governed by the Board of Directors. The Board will be composed of persons for the terms set forth in the bylaws.

F. Privileges of Members: Members in good standing shall have a license to use the

Common Areas subject to the provisions of the Declaration, and subject to such other rules and conditions as may be established by the Board, and shall have the right to cast a vote on Association matters.

G. Suspension of Privileges of Membership: The Board may suspend the license of any member to use the Common Areas or to vote on Association matters for:

- (i) Any period during which any Corporation charge on such member's lot remains unpaid;
- (ii) The period of any continuing violation by such member of the provisions of the Declaration after the existence thereof shall have been declared by the Board;
- (iii) A period to be determined by the Board, for repeated violations of the By-Laws or the rules and regulations of the Corporation.

H. Fines for non-compliance: The Board may levy fines upon any member, as determined by the Board, for repeated violations of the Bylaws or the rules and regulations of the Corporation. Said fines, if unpaid by member, shall constitute a lien on the member's lot pursuant to Article VIII, Section C.7, below.

VIII. ASSESSMENTS

A. Administration, Maintenance and Improvement: The Association shall be responsible for the administration, maintenance and improvement of the roads and common areas in Tahala Shores, Unit I.

B. 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 prorata share of such expenses.

C. Assessments; Personal Obligations of Owners; Creation of Lien: Each owner hereby covenants, and each owner of any tract by acceptance of a deed therefor whether or not it shall be so expressed in any such deed or other conveyance is deemed to covenant (which covenant shall run with the land and be binding on every owner) and agrees to pay to the Association:

- (1) Initiation Fees as established by the Board from time to time.
- (2) Annual assessments for administration and maintenance.
- (3) Annual assessments for capital improvements.
- (4) Special assessments for administration, maintenance and capital improvements.
- (5) An "impact" assessment for abnormal road usage during the construction of improvements, to be due and payable at the time a building permit is issued for construction on any tract.
- (6) A "damage" assessment for injury to or destruction of Association property by a member or guest of an Association Member, said injury and destruction not to include ordinary wear and tear.
- (7) An assessment or fine levied by the Board for failure by Owner to comply with the rules and regulations of the Association or failure to pay any other assessment levied by the Board.

D. 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 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.

E. Rate of Assessment: All annual and special assessments shall be fixed at a uniform rate for all lots.

The Board of Directors shall fix the amount of the annual assessment and the "impact" assessment at least 30 days in advance of each annual assessment period. Written notice of annual and special assessments shall be sent to each owner at the address last given by Member to the Association. 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.

F. Effect of Non-Payment of Assessments; Remedies of The Association; The Personal Obligation of Owner; The Lien:

1. Any assessment levied against a lot remaining unpaid for a period of 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, Section 47F-3-116. 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. All fees, charges, late charges, fines, interest, and other charges are enforceable as assessments. The Association shall have any other remedy available under the law.

2. If any assessment against a lot is not paid by the due date, such assessment shall be delinquent and shall bear interest from the due date at the rate of eighteen per cent (18%) per annum, or the maximum interest rate allowed by law, whichever is lower.

3. If any delinquent assessment is not paid within (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.

G. Owner May Not Escape Liability by Non-use of Roads, and/or Common Areas: No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the roads and/or common areas or abandonment of his lot.

H. Suspension of Owner's Rights While Delinquent: The Association shall not be required to allow the exercise of any rights or privileges of membership on account thereof to any owner or to any persons claiming under such owner until all assessments and charges have been paid in full.

IX. REMEDIES

A. Enforcement: Declarant and each person to whose benefit this Declaration inures, including all rights to use the Association, may proceed at law or in equity to prevent the occurrence, continuation, 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 attorneys' fees.

B. Suspension of Privileges: The Board may suspend all voting rights, if any, and all rights to use the Association's Common Areas of any Owner for any period during which any Association assessment against such Owner remains unpaid, or during the period of any continuing violation of the provision of this Declaration of such Owner after the existence thereof has been declared by the Board.

C. Cumulative Rights: Remedies specified herein are cumulative and any enumeration herein 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 provision 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 difference violation.

X. GRANTEE'S ACCEPTANCE

Each grantee or purchaser of any lot or parcel shall by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such lot or parcel, accept such deed or contract upon and subject to each and all of the provisions of this Declaration. By such acceptance, such grantee or purchaser shall for himself, his heirs, devisees, personal representatives, grantee, successors and assigns, lessees and/or lessors, covenant, consent and agree to observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

XI. SEVERABILITY

Every 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.

XII. CAPTIONS

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

XIII. TERM AND AMENDMENT

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 January 1, 2013, A.D., after which time they shall be automatically extended for successive periods of ten (10) years unless the affirmative vote of sixty-seven percent (67%) of the voting members of the Association decides to the contrary.

The Declaration may be amended by affirmative vote of sixty-seven per cent (67%) of the owners of all lots in the Development subjected hereto and by the subsequent recordation of an amendment to this Declaration duly executed by (a) the requisite number of such owners required to effect such amendment, or (b) by the Association, in which latter case, such amendment shall have attached to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of such owners to effect such amendment, certified by the Secretary of Association.

IN WITNESS WHEREOF, the Woods Mountain Property Owners Association, Inc. has caused these presents to be executed by its _____ President and its corporate seal to be hereto affixed and attested by its ASST Secretary, all by order of its Board of Directors duly given, the day and year first above-written.



WOODS MOUNTAIN PROPERTY OWNERS ASSOCIATION, INC.,
a North Carolina non-profit corporation

BY: [Signature]
President

ATTEST:

[Signature]
ASST. Secretary

STATE OF NC

COUNTY OF Macon

I, a Notary Public of the County and State aforesaid, do hereby certify that Sandi Eichhorn personally appeared before me this day and acknowledged that he is Asst. Secretary of WOODS MOUNTAIN PROPERTY OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, and that by authority duly given 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 her as its Asst Secretary.



WITNESS my hand and official stamp or seal, this the 28 day of October, 2002.

Kimberly A. Russell
Notary Public

My Commission Expires: dec 10, 2007

STATE OF NORTH CAROLINA

COUNTY OF JACKSON

The foregoing certificate(s) of _____ and _____ is/are certified to be correct.

This instrument was presented for registration and recorded at _____ o'clock _____ M., in Deed Book _____, Page _____.

This _____ day of _____, 2002.

Register of Deeds

OWNER CONSENT

We, **THOMAS C. COLLIER** and wife, **NANCY COLLIER**, the Owners of Lots 1 and 2 of Unit I, Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for Tahala Shores, Hamburg Township, Jackson County, North Carolina.

This the 16th day of Aug., 2002.

Thomas C. Collier (SEAL)
THOMAS C. COLLIER

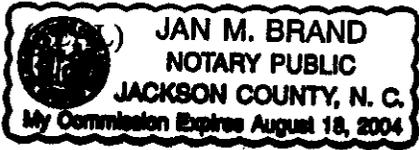
Nancy Collier (SEAL)
NANCY COLLIER

STATE OF NORTH CAROLINA

COUNTY OF JACKSON

I, a Notary Public of the County and State aforesaid, do hereby certify that THOMAS C. COLLIER and wife, NANCY COLLIER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 16th day of AUGUST, 2002.



Jan M. Brand
Notary Public

My Commission Expires: 8/16/04

W:/01-0638/consent/Lots1&2.Collier

OWNER CONSENT

We, **DONALD A. BECKNER** and wife, **ALICE BECKNER** the Owners of Lot 3 of Unit I, Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for Tahala Shores, Hamburg Township, Jackson County, North Carolina.

This the 20 day of June, 2002.

Donald A. Beckner (SEAL)
DONALD A. BECKNER

Alice Beckner (SEAL)
ALICE BECKNER

STATE OF Florida

COUNTY OF Lee

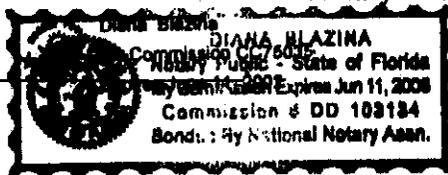
I, DIANA BLAZINA a Notary Public of the County and State aforesaid, do hereby certify that DONALD A. BECKNER and wife, ALICE BECKNER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 20 day of June, 2002.

(SEAL)

Diana Blazina
Notary Public

My Commission Expires: _____



W:\00\00-863\DA\BECKNER.LOT.3

OWNER CONSENT

We, **DAVID R. TILGHMAN** and wife, **EILEEN K. TILGHMAN**, the Owners of Lot 4 of Unit I, Tahala Shores Subdivision, does hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for Tahala Shores, Hamburg Township, Jackson County, North Carolina.

This the 29 day of August, 2002.

David R Tilghman (SEAL)
DAVID R. TILGHMAN

Eileen K Tilghman (SEAL)
EILEEN K. TILGHMAN

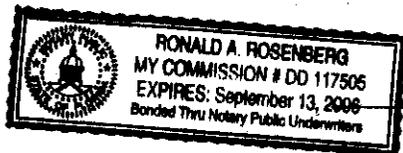
STATE OF Florida

COUNTY OF Dade

I, a Notary Public of the County and State aforesaid, do hereby certify that **DAVID R. TILGHMAN** and wife, **EILEEN K. TILGHMAN**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 29 day of August, 2002.

(SEAL)



[Signature]
Notary Public

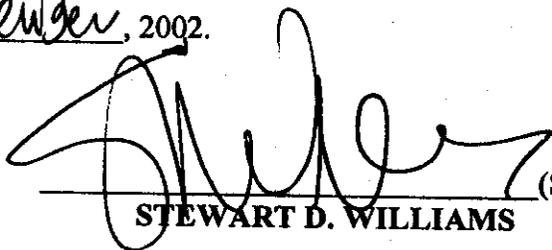
My Commission Expires: _____

W:/01-0638/ CONSENT/LOT4. TILGHMAN

OWNER CONSENT

I, **STEWART D. WILLIAMS** a single man, the Owner of Lot 6 of Unit I, Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for Tahala Shores, Hamburg Township, Jackson County, North Carolina.

This the 13th day of September, 2002.



STEWART D. WILLIAMS (SEAL)

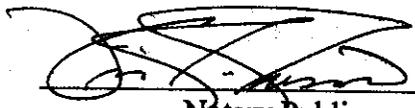
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I, a Notary Public of the County and State aforesaid, do hereby certify that STEWART D. WILLIAMS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 13th day of September, 2002.

(SEAL)



Notary Public

My Commission Expires: _____

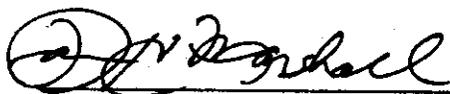
W:\01-0638\ CONSENT\LOT6.WILLIAMS

OFFICIAL NOTARY SEAL
VIVIAN R. BUSSO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CS066663
MY COMMISSION EXP. FEB. 6, 2004

OWNER CONSENT

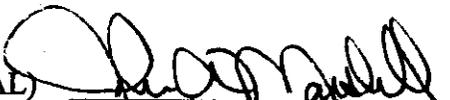
We, **PAM MARSHALL and husband JOHN A. MARSHALL**, the Owners of Lot 9 of Unit I, Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for Tahala Shores, Hamburg Township, Jackson County, North Carolina.

This the 29th day of May, 2002.



(SEAL)

PAM MARSHALL



(SEAL)

JOHN A. MARSHALL

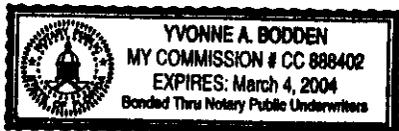
STATE OF Fla.

COUNTY OF Miami-Dade

I, a Notary Public of the County and State aforesaid, do hereby certify that **PAM MARSHALL and husband, JOHN A. MARSHALL**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 29 day of May, 2002.

(SEAL)





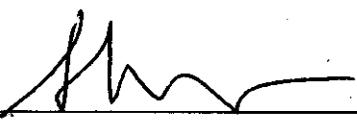
Notary Public

My Commission Expires: _____

OWNER CONSENT

We, **SAMUEL B. LOW** and wife, **TESS SOTO LOW**, the Owners of Lots 10 and 11 of Unit I, Tahala Shores Subdivision, does hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for Tahala Shores, Hamburg Township, Jackson County, North Carolina.

This the 10 day of September, 2002.

 (SEAL)  (SEAL)
SAMUEL B. LOW **TESS SOTO LOW**

STATE OF Florida

COUNTY OF Alachua

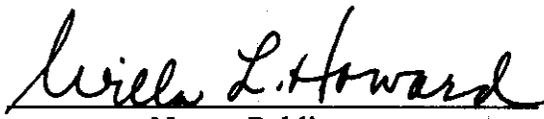
I, a Notary Public of the County and State aforesaid, do hereby certify that **SAMUEL B. LOW** and wife, **TESS SOTO LOW**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 10th day of September, 2002.

(SEAL)



Willa L. Howard
Commission # DD 036880
Expires August 3, 2005
Bonded Thru
Atlantic Bonding Co., Inc.


Notary Public

My Commission Expires: Aug. 3, 2005

W:/01-0638/CONSENTS/LOT10&11.LOW

OWNER CONSENT

The undersigned _____ President of **SHEPHERD'S WATCH PROPERTY OWNER'S ASSOCIATION, INC.**, a North Carolina non-profit corporation, which said corporation is the Owner of Lot 14⁴⁰⁰ and all of Green Area 1, containing 9.71 acres, Green Area 2, containing 0.75 acres and Green Area 3, containing 0.77 acres and all property within the right-of-way containing a total of 9.47 acres, of Unit I, Tahala Shores Subdivision, does hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for Tahala Shores, Hamburg Township, Jackson County, North Carolina.

This the 10 day of July, 2002.

SHEPHERD'S WATCH PROPERTY OWNER'S ASSOCIATION, INC., a North Carolina non-profit corporation

BY: *Daniel F. Smith*
President

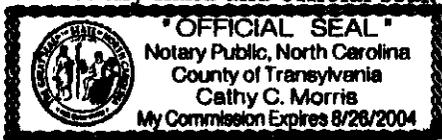
STATE OF NORTH CAROLINA

COUNTY OF JACKSON

I, Cathy Morris, certify that Daniel F. Smith personally came before me this day and acknowledged that he/she is President of SHEPHERD'S WATCH PROPERTY OWNER'S ASSOCIATION, INC a North Carolina non-profit corporation, and that he/she, as President, being authorized to do so executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 10th day of July, 2002..

(SEAL)



Cathy C. Morris
Notary Public

My Commission Expires: August 26, 2004

OWNER CONSENT

We, ^{single} MARTHA BARNETT and ^{single} husband, ROBERT HALLER, SR., the Owners of Lot 16 of Unit I, Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for Tahala Shores, Hamburg Township, Jackson County, North Carolina.

This the 12th day of June, 2002.

Martha Barnett (SEAL)
MARTHA BARNETT

Robert Haller, Sr. (SEAL)
ROBERT HALLER SR.

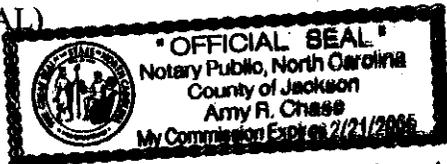
STATE OF North Carolina

COUNTY OF Jackson

I, a Notary Public of the ^{single} County and State aforesaid, do hereby certify that MARTHA BARNETT and ^{single} husband, ROBERT HALLER SR., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 12th day of June, 2002.

(SEAL)



Amy R. Chase
Notary Public

My Commission Expires: 2/21/2005 2005 (ARC)

W:/01-0638/CONSENT/LOT 16. BARNETT.HALLER

OWNER CONSENT

We, **RUSSELL B. FAULKNER** and wife, **NANCY M. FAULKNER**, the Owners of Lot 17 of Unit I of Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for the Subdivision known as Tahala Shores, Unit I, in Hamburg Township, Jackson County, North Carolina.

This the 26 day of June, 2002.

Russell B. Faulkner (SEAL)
RUSSELL B. FAULKNER

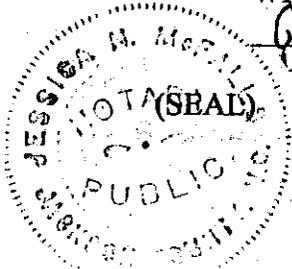
Nancy M. Faulkner (SEAL)
NANCY M. FAULKNER

STATE OF North Carolina

COUNTY OF Jackson

I, a Notary Public of the County and State aforesaid, do hereby certify that **RUSSELL B. FAULKNER** and wife, **NANCY M. FAULKNER**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 26 day of June, 2002.



Jessica N. McHalls
Notary Public

My Commission Expires: September 05, 2006.

W:\01\01-0638\d\CONSENT\ Lot 17.Faulkner

OWNER CONSENT

We, **ROBERT ALLEN COLE and wife, KATHLEEN COLE**, the Owners of Lot 18 of Unit I of Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for the Subdivision known as Tahala Shores, Unit I, in Hamburg Township, Jackson County, North Carolina.

This the 29th day of May, 2002.

[Signature]
ROBERT ALLEN COLE

(SEAL)

[Signature]
KATHLEEN COLE

(SEAL)

STATE OF Fl.

COUNTY OF _____

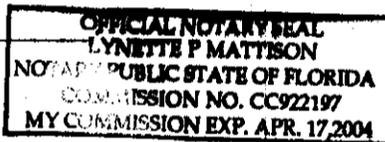
I, a Notary Public of the County and State aforesaid, do hereby certify that **ROBERT ALLEN COLE and wife, KATHLEEN COLE**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 29th day of May, 2002.

(SEAL)

[Signature]
Notary Public

My Commission Expires: _____

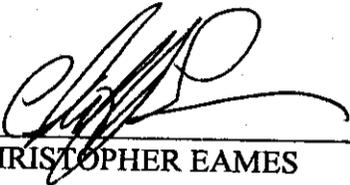


W:\01\01-0638\OWNER.CONSENT\LOT18.ALLEN

OWNER CONSENT

We **CHRISTOPHER EAMES** and wife, **KRISTA EAMES** the Owners of Lots 20, 21 and 22 of Unit I of Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for the Subdivision known as Tahala Shores, Unit I, in Hamburg Township, Jackson County, North Carolina.

This the 20 day of July, ~~2001~~ 2002


CHRISTOPHER EAMES

(SEAL)


KRISTA EAMES

(SEAL)

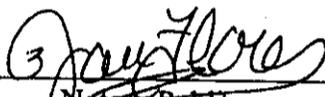
STATE OF Georgia

COUNTY OF FULTON

I, a Notary Public of the County and State aforesaid, do hereby certify that **CHRISTOPHER EAMES** and wife, **KRISTA EAMES**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 20 day of July, 2002.





Notary Public

My Commission Expires: _____

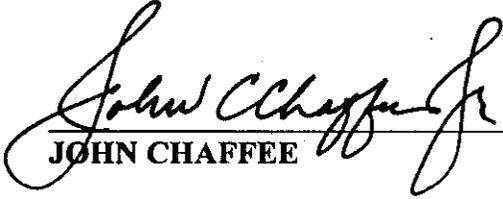
Notary Public, Fulton County, Georgia
My Commission Expires July 9, 2005

W:\01\01-0638\OWNER.CONSENT/EAMES.

OWNER CONSENT

I ^{CH}JOHN ^{JE.}CHAFFEE Owner of Lots 23, 24, 30, 31 and 34 of Unit I, Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for Tahala Shores, Hamburg Township, Jackson County, North Carolina.

This the 27th day of August, 2002.

 (SEAL)
JOHN CHAFFEE

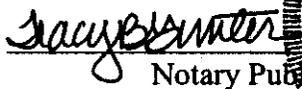
STATE OF NC

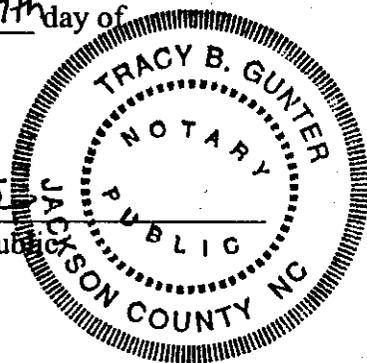
COUNTY OF Jackson

I, a Notary Public of the County and State aforesaid, do hereby certify that JOHN CHAFFEE personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 27th day of August, 2002.

(SEAL)


Notary Public



My Commission Expires: 01-21-2003

W:\00\00-863\D\Chaffee.lots 23,24,30,31&34

OWNER CONSENT

I, **ROBERT O. TADDONIO** a single man, Owner of Lot 25 of Unit I of Tahala Shores Subdivision, does hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for the Subdivision known as Tahala Shores, Unit I, in Hamburg Township, Jackson County, North Carolina.

This the 11th day of October, 2002.


ROBERT O. TADDONIO (SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

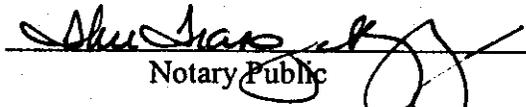
I, a Notary Public of the County and State aforesaid, do hereby certify that ROBERT O. TADDONIO, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 11th day of October 2002.

(SEAL)



Thu Trang Nguyen
Commission # DD 065725
Expires Oct. 17, 2005
Bonded Thru
Atlantic Bonding Co., Inc.


Notary Public

My Commission Expires: 10/17/05

W:\01\01-0638\OWNER.CONSENT\LOT 25.TADDONIO

OWNER CONSENT

We, **RICHARD MICHAEL** and wife, **PATRICIA MICHAEL**, the Owners of Lot 26 of Unit I of Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for the Subdivision known as Tahala Shores, Unit I, in Hamburg Township, Jackson County, North Carolina.

This the 31 day of May, 2002.

Richard Michael (SEAL)
RICHARD MICHAEL

Patricia Michael (SEAL)
PATRICIA MICHAEL

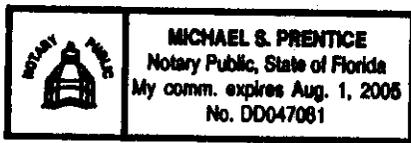
STATE OF Florida

COUNTY OF Miami Dade

I, a Notary Public of the County and State aforesaid, do hereby certify that RICHARD MICHAEL and wife, PATRICIA MICHAEL, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 31 day of May, 2002.

(SEAL)



Michael S. Prentice
Notary Public

My Commission Expires: August 1, 2005.

W:\01\01-0638\OWNER.CONSENT/Lot 26.Michael

OWNER CONSENT

We, **JOHN H. TOUCHTON, JR., and wife, SARA TOUCHTON**, the Owners of Lot 29 of Unit I of Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for the Subdivision known as Tahala Shores, Unit I, in Hamburg Township, Jackson County, North Carolina.

This the 30th day of MAY, 2002.

Sara H Touchton
John H. Touchton (POA) (SEAL)
JOHN H. TOUCHTON, JR.

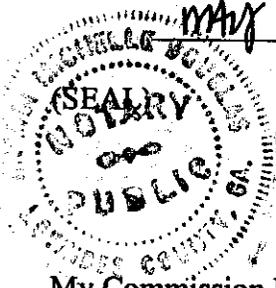
Sara Touchton (SEAL)
SARA TOUCHTON

STATE OF Georgia

COUNTY OF Lowndes

I, a Notary Public of the County and State aforesaid, do hereby certify that JOHN H. TOUCHTON, JR., and wife, SARA TOUCHTON, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 30th day of MAY, 2002.



Brandi U. Dylas
Notary Public

My Commission Expires: Notary Public, Lowndes County, Georgia
My Commission Expires Dec. 5, 2005

OWNER CONSENT

We, **DALE DETWEILER** and wife, **KRISTINE R. DETWEILER** the Owners of Lot 32 of Unit I, Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for Tahala Shores, Hamburg Township, Jackson County, North Carolina.

This the 26th day of August, 2002.

Dale Detweiler (SEAL) Kristine R. Detweiler (SEAL)
DALE DETWEILER **KRISTINE R. DETWEILER**

STATE OF Florida

COUNTY OF Sarasota

I, a Notary Public of the County and State aforesaid, do hereby certify that **DALE DETWEILER** and wife, **KRISTINE R. DETWEILER**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 26 day of August, 2002.



Cynthia S. Geisler
Notary Public

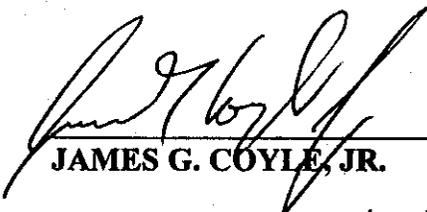
My Commission Expires: 03/02/2005

W:\00\00-863\0\Consent. Lot 32. Detweiler

OWNER CONSENT

We, **JAMES G. COYLE, JR., and wife, CANDACE COYLE**, the Owners of Lot 35 of Unit I of Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for the Subdivision known as Tahala Shores, Unit I, in Hamburg Township, Jackson County, North Carolina.

This the 10th day of June, 2002.



JAMES G. COYLE, JR. (SEAL)



CANDACE COYLE (SEAL)

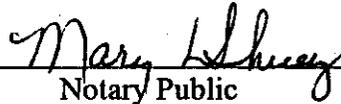
STATE OF North Carolina

COUNTY OF Jackson

I, a Notary Public of the County and State aforesaid, do hereby certify that **JAMES G. COYLE, JR., and wife CANDACE COYLE**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 10 day of June, 2002.





Notary Public

My Commission Expires: 9/25/2004

OWNER CONSENT

We, **DAVID G. SCOTT and wife, CYNTHIA L. SCOTT**, Owners of Lot 35 of Unit I, Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for Tahala Shores, Hamburg Township, Jackson County, North Carolina.

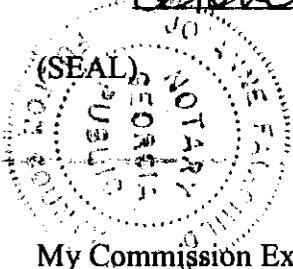
This the 9 day of October, 2002.

David G. Scott (SEAL) *Cynthia L. Scott* (SEAL)
DAVID G. SCOTT CYNTHIA L. SCOTT

STATE OF GA.
COUNTY OF FULTON

I, a Notary Public of the County and State aforesaid, do hereby certify that **DAVID G. SCOTT and wife, CYNTHIA L. SCOTT**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 15 day of October, 2002.



June Fairchild
Notary Public

Notary Public, Fulton County, GA
My Commission Expires May 3, 2005

My Commission Expires: _____

OWNER CONSENT

We, **HAROLD F. MUTH, JR., and wife, LYNDA MUTH**, the Owners of Lot 36 of Unit I of Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for the Subdivision known as Tahala Shores, Unit I, in Hamburg Township, Jackson County, North Carolina.

This the 28 day of June, 2002.

Harold F. Muth Jr. (SEAL)
HAROLD F. MUTH, JR.

Lynda A. Muth (SEAL)
LYNDA A. MUTH

STATE OF Fulton Georgia

COUNTY OF Fulton

I, a Notary Public of the County and State aforesaid, do hereby certify that **HAROLD F. MUTH, JR., and wife, LYNDA A. MUTH**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 28th day of June, 2002.

(SEAL)

Mona E. Gullusep
Notary Public

Notary Public Fulton County, Georgia
My Commission Expires May 16, 2005

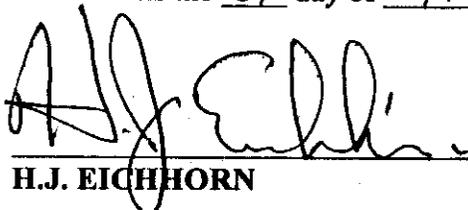
My Commission Expires: _____



OWNER CONSENT

We, **H.J. EICHHORN and wife, SANDY EICHHORN**, the Owners of Lot 37 of Unit I of Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for the Subdivision known as Tahala Shores, Unit I, in Hamburg Township, Jackson County, North Carolina.

This the 24 day of May, 2002.

 (SEAL)
H.J. EICHHORN

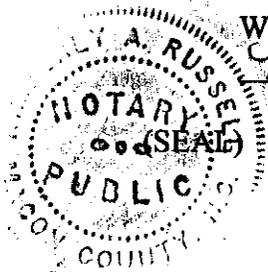
 (SEAL)
SANDY EICHHORN

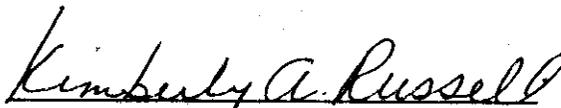
STATE OF NC

COUNTY OF Macon

I, a Notary Public of the County and State aforesaid, do hereby certify that H.J. EICHHORN and wife, SANDY EICHHORN, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 24 day of May, 2002.




Notary Public

My Commission Expires: My Commission Expires February 10, 2007

WA01\01-0638\d\OWNER.CONSENT/Lot 37.Eichhorn

OWNER CONSENT

We, **ANDREW SPERLANES and wife, JANICE SPERLANES**, the Owners of Lot 38 of Unit I of Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for the Subdivision known as Tahala Shores, Unit I, in Hamburg Township, Jackson County, North Carolina.

This the 27 day of August, 2002.

[Signature] (SEAL)
ANDREW SPERLANES

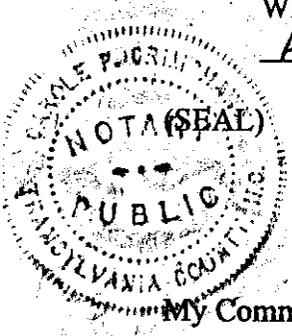
[Signature] (SEAL)
JANICE SPERLANES

STATE OF North Carolina

COUNTY OF Jackson

I, a Notary Public of the County and State aforesaid, do hereby certify that **ANDREW SPERLANES and wife, JANICE SPERLANES**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 27 day of August, 2002.



[Signature]
Notary Public

My Commission Expires: 07-04-2007

W:\01\01-0638\OWNER.CONSEN/Lot38.Sperlanes

OWNER CONSENT

I, **LISA WILLIAMS** a single woman, the Owner of Lot 39 of Unit I of Tahala Shores Subdivision, does hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for the Subdivision known as Tahala Shores, Unit I, in Hamburg Township, Jackson County, North Carolina.

This the 5 day of June, 2002.

Lisa Williams (SEAL)
LISA WILLIAMS

STATE OF Florida

COUNTY OF Collier

I, a Notary Public of the County and State aforesaid, do hereby certify that LISA WILLIAMS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 5 day of June, 2002.

(SEAL)



Traci Luker
Notary Public

My Commission Expires: 4/23/06

W:\01\01-0638\OWNER.CONSENT/Lot 39.Williams

OWNER CONSENT

We, **RAYMOND L. LAWRENCE and wife, DIANA LAWRENCE**, the Owners of Lot 41 of Unit I of Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for the Subdivision known as Tahala Shores, Unit I, in Hamburg Township, Jackson County, North Carolina.

This the 3 day of July, 2002.

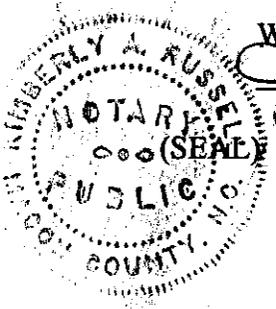
Raymond L Lawrence (SEAL)
RAYMOND L. LAWRENCE

Diana Lawrence (SEAL)
DIANA LAWRENCE

STATE OF NC

COUNTY OF Macon

I, a Notary Public of the County and State aforesaid, do hereby certify that **RAYMOND L. LAWRENCE and wife DIANA LAWRENCE**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



WITNESS my hand and official stamp or seal, this the 3 day of July, 2002.

Kimberly A. Russell
Notary Public

My Commission Expires February 10, 2007

My Commission Expires: _____

OWNER CONSENT

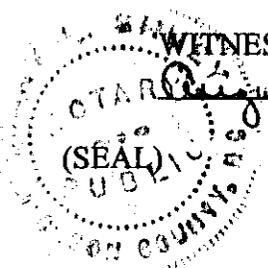
I, **LAURA L. NEVIUS** a single woman, the Owner of Lot 42 of Unit I of Tahala Shores Subdivision, does hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for the Subdivision known as Tahala Shores, Unit I, in Hamburg Township, Jackson County, North Carolina.

This the 31st day of August, 2002.

Laura L. Nevius (SEAL)
LAURA L. NEVIUS

STATE OF North Carolina
COUNTY OF Jackson

I, a Notary Public of the County and State aforesaid, do hereby certify that LAURA L. NEVIUS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



WITNESS my hand and official stamp or seal, this the 31st day of August, 2002.

Mary L. Hester
Notary Public

My Commission Expires: 9/25/2004

W:\01\01-0638\OWNER.CONSENT/Lot42/Nevius

OWNER CONSENT

We, **JOHN A. ROSENOW and wife, JEAN ROSENOW**, the Owners of Lot 43 of Unit I of Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for the Subdivision known as Tahala Shores, Unit I, in Hamburg Township, Jackson County, North Carolina.

This the 12 day of June, 2002.

John A. Rosenow (SEAL)
JOHN A. ROSENOW

Jean Rosenow (SEAL)
JEAN ROSENOW

STATE OF Wake North Carolina

COUNTY OF Wake

I, a Notary Public of the County and State aforesaid, do hereby certify that **JOHN A. ROSENOW and wife, JEAN ROSENOW**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

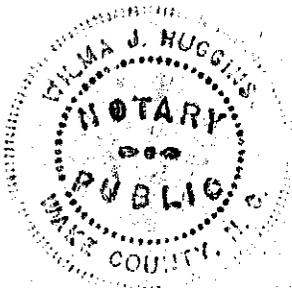
WITNESS my hand and official stamp or seal, this the 28 day of June, 2002.

(SEAL)

Wilma J. Huggins
Notary Public

My Commission Expires: 12-1-2006

W:\01\01-0638\OWNER.CONSENT/Lot 43.Rosenow



OWNER CONSENT

We, **DIETER ZIESAK and wife, REGINA ZIESAK**, the Owner of Lot 44 of Unit I of Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for the Subdivision known as Tahala Shores, Unit I, in Hamburg Township, Jackson County, North Carolina.

This the 9th day of July, 2002.

Dieter Ziesak (SEAL)
DIETER ZIESAK

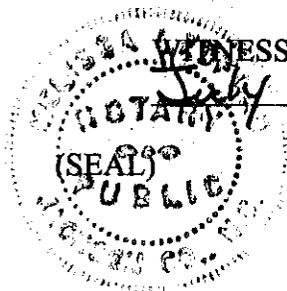
Regina Ziesak (SEAL)
REGINA ZIESAK

STATE OF NC

COUNTY OF Jackson

I, a Notary Public of the County and State aforesaid, do hereby certify that DIETER ZIESAK and wife, REGINA ZIESAK, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 9th day of July, 2002.



Melissa Ledford
Notary Public

My Commission Expires: July 27, 2003

W:\01\01-0638\d\OWNER.CONSENT/Lot44.Ziesak

OWNER CONSENT

We, **WILLIAM F. BERENS and wife, CHARLOTTE BERENS**, the Owners of Lot 45 of Unit I of Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for the Subdivision known as Tahala Shores, Unit I, in Hamburg Township, Jackson County, North Carolina.

This the 18th day of June, 2002.

William F. Berens (SEAL)
WILLIAM F. BERENS

Charlotte Berens (SEAL)
CHARLOTTE BERENS

STATE OF Georgia

COUNTY OF Gwinnett

I, a Notary Public of the County and State aforesaid, do hereby certify that **WILLIAM F. BERENS and wife, CHARLOTTE BERENS**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 18 day of June, 2002.

(SEAL)



Lisa M Zsoldos
Notary Public

My Commission Expires MAY 30, 2006

OWNER CONSENT

We, **LYNN SCHNARS and wife, JOYCE SCHNARS**, the Owner of Lot 46 of Unit I of Tahala Shores Subdivision, do hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for the Subdivision known as Tahala Shores, Unit I, in Hamburg Township, Jackson County, North Carolina.

This the 13th day of June, 2002.

Lynn Schnars (SEAL)
LYNN SCHNARS

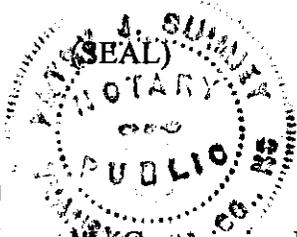
Joyce Schnars (SEAL)
JOYCE SCHNARS

STATE OF NORTH CAROLINA

COUNTY OF TRANSYLVANIA

I, a Notary Public of the County and State aforesaid, do hereby certify that LYNN SCHNARS and wife, JOYCE SCHNARS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 13th day of June, 2002.



Patsy J. Summey
Notary Public

My Commission Expires: 4/10/2004

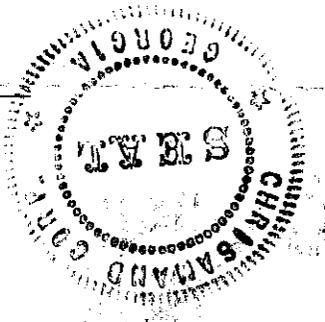
OWNER CONSENT

The undersigned _____ President of **CHRISAMAND Corporation**, a Georgia corporation, which said corporation is the Owner of Lot 47 of Unit I, Tahala Shores Subdivision, does hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for Tahala Shores, Hamburg Township, Jackson County, North Carolina.

This the 28 day of MAY, 2002.

CHRISAMAND CORPORATION, a Georgia corporation

BY: Fred S. Hill
President



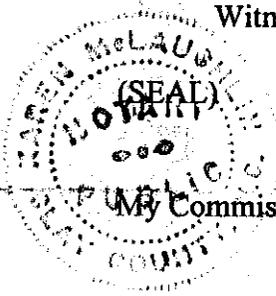
STATE OF NORTH CAROLINA

COUNTY OF JACKSON

I, Karen McLauchlin certify that Fred S. Hill personally came before me this day and acknowledged that he/she is President of **CHRISAMAND CORPORATION**, a Georgia corporation, and that he/she, as President, being authorized to do so executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 28th day of May, 2002.

Karen McLauchlin
Notary Public Karen McLauchlin



My Commission Expires: 7-11-2006

W:/01-0638/D/Consent/Lot47.Chrisamand corp

OWNER CONSENT

I, **VIRIGINA JOHNSON**, the Owner of Lot 49 of Unit I, Tahala Shores Subdivision, does hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for Tahala Shores, Hamburg Township, Jackson County, North Carolina.

This the 27 day of August, 2002.

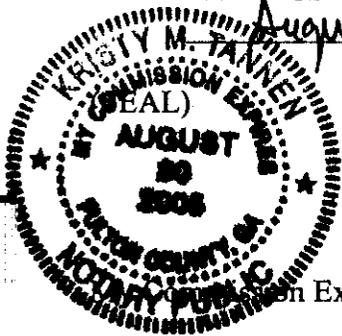
Virginia Johnson (SEAL)
VIRIGINA JOHNSON

STATE OF Georgia

COUNTY OF Fulton

I, a Notary Public of the County and State aforesaid, do hereby certify that VIRIGINA JOHNSON personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 27th day of August, 2002.



[Signature]
Notary Public

Commission Expires: Aug 30 2005

W:\00\00-863\D\Consents\Lot49.Johnson

OWNER CONSENT

TAHALA TRAIL

The undersigned _____ President of **WOODS MOUNTAIN PROPERTY OWNERS ASSOCIATION, INC.**, a North Carolina non-profit corporation, which said corporation is the Owner of Tract T-1, Woods Mountain Trail, ~~Arrowhead Path~~, Arrowhead Court and High Point Drive of Unit I, Tahala Shores Subdivision, does hereby consent and agree to the foregoing Amended and Restated Declaration of Restrictive Covenants for Tahala Shores, Hamburg Township, Jackson County, North Carolina.

This the 30th day of SEPTEMBER 2002.

WOODS MOUNTAIN PROPERTY OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation

BY: H. J. Eichhorn
President

STATE OF NORTH CAROLINA

COUNTY OF ~~JACKSON~~ MACON

I, Kimberly A. Russell, certify that H. J. Eichhorn personally came before me this day and acknowledged that he/she is President of **WOODS MOUNTAIN PROPERTY OWNERS ASSOCIATION, INC.**, a North Carolina non-profit corporation, and that he/she, as President, being authorized to do so executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 30 day of September, 2002.

Kimberly A. Russell
Notary Public



My Commission Expires: ~~My Commission Expires~~ February 10, 2007

W:/01-638/d/consent/woodsmtn

NORTH CAROLINA
JACKSON COUNTY

The foregoing certificates of Kimberly A. Russe, Jan M. Brand, Diana Blazina, Ronald A. Rosenberg, Vivian R. Russo, Yvonne A. Badden, Willa L. Howard, Cathy C. Morris, Amy R. Chase, Jessica N. McFallis, Lynette P. Mathison, Jon Flores, Tracy B. Gunter, Thu Trang Nguyen, Michael S. Pentice, Bradi Michelle Douglas, Cynthia S. Geister, Mary L. Shuck, b. Anne Fairchild, Mona E. Chulbin, Carole P. Grimshawe, Traci E. Luker, Wilma J. Huppine, Melissa Ledford, Lisa M. Zsoldos, Peter J. Summey, Karen McLaughlin, Kristy M. Tannen each a

Notary Public is certified to be correct. This instrument was presented for registration and recorded in this office in Book 1168 Page

This 5th of November 2002 4:54p P. M.

Joe Hamilton

JOE HAMILTON, REGISTER OF DEEDS

Register of Deeds Office
Jackson County
Sylva, North Carolina

Certificate of Authenticity

This is to certify that the following images are true and accurate reproductions of records originated during the normal course of business by the Jackson County Register of Deeds and that they meet the definition of "duplicate" as described in G.S. § 8C, Article 10, Rule 1001. It is further certified that any micrographic format created through conversion or duplication of these images complies with the Uniform Photographic Copies of Business and Public Records as Evidence Act, as described in G.S. § 8-45.1, and forms a durable medium for reproducing the original record. It is also certified that processes exist to prevent the unauthorized creation, addition, alteration, deletion, or deterioration of these images, and that these images were scanned under the direction of the undersigned on the date indicated below.

The records consist of:

Record of Deeds

The records begin with:

VOLUME: 1168 YEAR: 2002 PAGE: 1

and end with:

VOLUME: 1168 YEAR: 2002 PAGE: 871

Date scanning began: 10-16-02

Date scanning ended: 11-06-02

Scanning Resolution (dpi): _____

Leis Banner, Rep
Equipment Operator