

REGISTERED

SEP 30 4 24 PM '93

STATE OF NORTH CAROLINA  
COUNTY OF JACKSON

CATSPA.W.RES

RESERVED FOR  
 FIRST AMENDMENT TO  
 COVENANTS, TERMS AND CONDITIONS GOVERNING  
 CATSPA.W SUBDIVISION:

WHEREAS, the undersigned, has filed of record, covenants, terms and conditions governing Catspaw Subdivision in Deed Book 573, Page 168, Jackson County Public Registry; and

WHEREAS, the undersigned constitutes in excess of 75% of the ownership of the acreage of the real property subject to said covenants, terms and conditions governing Catspaw Subdivision pursuant to paragraph 27 of said restrictions, recorded in Book 573, Page 168, Jackson County Public Registry; and

WHEREAS, the undersigned is desirous of amending said restrictions for the purpose of clarity, conciseness and the benefit of said property, and for the benefit of owners and future purchasers. And that all of the lands shown on six (6) plats prepared by Stephen Foster and Ben West, Registered Land Surveyors, and recorded in Plat Cabinet 6 at Slides 634, 635, 636, 637, 638 and 639, Jackson County Public Registry, shall be subject to these restrictive covenants.

NOW, THEREFORE, said covenants, terms and conditions governing Catspaw Subdivision are hereby amended, modified and changed to read as follows:

- 1) Non-exclusive road rights of way and utility easements are reserved on all roads in the subdivision as set forth on the plat hereinabove referred to. This reservation is made for the benefit of the undersigned, their heirs, successors, and assigns, for ingress, egress, and regress to all the lots in the development from the state road, to wit: NCSR #1163. Said right of way shall be 45' in width for those roads lying within the development, 22 1/2 feet on either side of the centerline of same, as shown on the above referenced plat. In the event that the North Carolina Department of Transportation should take over the maintenance of said roads, or any portion thereof, this reservation is made for the benefit of the Department of Transportation and its successors with the intent that no further consent shall be required of any land owners then holding title in the subdivision. No warranty, either express or implied, is made by the undersigned herein, as to whether or not the subdivision roads will, if ever, be made public roads.
- 2) All lots within the subdivision shall be used for residential or agricultural use only. No non-agricultural commercial use may be made of any of the lots or tracts of land. Home occupations that do not include undue noise or heavy traffic are allowed.
- 3) Lots or Tracts may be further subdivided, provided that such subdivision is in compliance with the requirements of the North Carolina Health Department.
- 4) No junk yard, salvage yard, or scrap yard of any kind shall be permitted. No vehicle shall be permitted on the property without a current license plate, except for antique or collectible vehicles, tractors and farm equipment.
- 5) No mobile homes or house trailers shall be used as a temporary or permanent residence or located on any lot.
- 6) No noxious, offensive, or unsightly use shall be made of any lot or tract of land. No activity shall be maintained that creates a nuisance to the neighborhood.

This Instrument prepared by: J. K. Coward, Jr.  
 Attorney at Law, of the firm of Coward, Hicks & Siler, P.A.  
 43 West Main Street, Sylva, North Carolina 28779

7) Recreational vehicles or motor homes may be temporarily parked on the property for a period not in excess of 90 consecutive days, but cannot be used as permanent residence.

8) No swine are permitted on the property. Other farm animals such as horses, cattle, sheep and goats, and household pets are permitted. Owners are charged with the responsibility of controlling their animals/pets at all times and shall keep all animals/pets restrained on their lots.

9) No activity which will result in the maintenance, deposit or accumulation of trash, refuse, debris, mud or other objectionable matter, will be permitted except during the construction of a home.

10) Each lot or tract or re-subdivided lot, is subject to the following setback lines: 40 feet from the centerline of any subdivision road and 5 feet from all other property lines.

11) No exposed concrete block is to be used in construction. No metal roof of silver color shall be permitted on a residence.

12) Trash containers are to be located behind the main residence situate on each lot or tract and screened from view. Satellite television dishes must also be located behind the main residence of each lot or tract.

13) Oil and gas tanks must be screened from view or buried underground.

14) Each lot owner upon the purchase of any lot within Catspaw Subdivision shall become a member of Catspaw Property Owners Association and shall pay to said Association an annual fee which shall be applied towards the maintenance and upkeep of roads within the subdivision (not private driveways) and the access road which provides vehicular ingress, egress and regress from the public road to said subdivision. The first annual assessment shall be in the amount of \$100.00 per lot and will be due and payable on the date each owner accepts a deed to his particular lot. All annual assessments due thereafter shall be due on the first day of January of each year, commencing on the first day of January, 1994. If a lot once sold by the owner or developer is subdivided into additional lots, then those owners shall be subject to the annual fee and conditions upon the transfer of the deed as herein referenced, the assessment for the pending year shall be pro-rated based upon the number of weeks remaining in said initial year. The Association, from time to time whenever the same is reasonably necessary, shall have the right to increase or decrease said annual fee as determined by a majority of the then lot owners and members of said Association. Each lot within the subdivision shall be subject to a lien in favor of the Association for the annual assessments set forth herein. Each assessment, together with such interest thereon as hereinafter provided, shall be a permanent and continuing lien upon the lot against which it relates, and shall also be the joint and several personal obligation of each property owner, and each property owner by acquiring or holding an interest in any lot shall thereby covenant to pay such amount as when the same shall become due. If an assessment is not paid on the date when due, as hereinabove provided, such assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum or that rate of interest which at the time of delinquency represents the top rate of interest which does not constitute a usurious rate of interest by law, and the Association may bring legal action against the property owner personally obligated to pay the same, or foreclose its lien against the lot to which it relates or pursue either such course at the same time or successively. Each property owner, by his acceptance of a deed or other conveyance to a lot, vests in the

Association the right and power to bring all actions against him/her personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding in law or in equity. The Association shall have the power to bid on the lot at any foreclosure sale and to acquire, hold, lease, mortgage or convey the same. No property owner may be released from any liability for the assessments provided for herein by non-use of the lot. Provided, however, that the lien for the annual assessments authorized herein with respect to any parcel is hereby made subordinate to the lien of any mortgage, or its assigns, placed upon such parcel if, but only if, all such assessments with respect to such parcel have a due date on, or prior to, the date such mortgage is filed for record, has been paid.

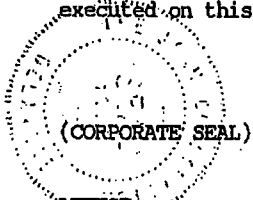
15) The exterior of all houses and other structures must be completed within one (1) year after commencement of construction. All dwellings shall have a minimum of 900 square feet of heated living space.

16) These Covenants, Conditions, Restrictions, Limitations and Affirmative Obligations are intended to and shall run with the lots by whomsoever owned and shall be binding on all parties who acquire a lot and all parties claiming under them for a period of twenty (20) years from and after the date of the recording of these Covenants, at which time (the end of 20 years) said Covenants and Restrictions shall be automatically extended for a successive period of ten (10) years unless by a vote of the majority of the then owners of the lots in such subdivision, and the owner of the remaining land vote otherwise. This does not prevent the owners of lots and the owner of the remaining land from changing or revising the above listed Restrictions or Covenants by a majority vote of said lot owners.

17) Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or both, and against the land to enforce any lien created by these covenants. Failure by the developer or by the owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to seek enforcement of the covenant or restriction at a later time.

18) Invalidation of any one of these covenants, restrictions, reservations, terms, conditions by a judgment or order of a court of competent jurisdiction shall not affect the validity of any of the other provisions contained herein but shall remain in full force and effect.

IN TESTIMONY WHEREOF, the undersigned has caused these presents to be executed on this the 23rd day of September, 1993.



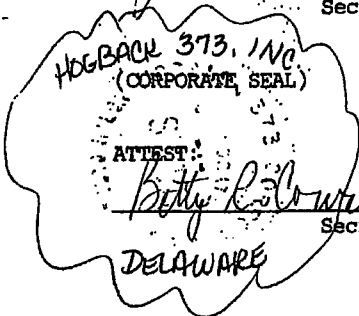
CATSPA, A Partnership

BY THE JOAN CORPORATION, A Delaware Corporation

BY: M. G. MacNeill  
MALCOLM G. MACNEILL, President

ATTEST:

Joan B. MacNeill  
Secretary



HOGBACK 373, INC., A Delaware Corporation

BY: Quinn D Conrad  
President

ATTEST:

Betty L. Conrad  
Secretary

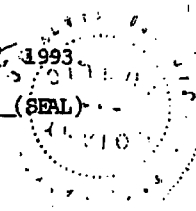
STATE OF NORTH CAROLINA  
COUNTY OF JACKSON

I, Rose Barker, a Notary Public of the aforesaid County and State, do hereby certify that BETTY R. COWARD personally came before me this day and acknowledged that she is Secretary of HOGBACK 373, INC., a Delaware 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 Secretary.

WITNESS my hand and Notarial Seal, this the 23rd day of September, 1993

My Commission Expires:  
1-23-96

Rose Barker  
NOTARY PUBLIC



STATE OF NORTH CAROLINA  
COUNTY OF JACKSON

I, Rose Barker, a Notary Public of the aforesaid County and State, do hereby certify that JOAN G. MACNEILL personally came before me this day and acknowledged that she is Secretary of THE JOAN CORPORATION, a Delaware 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 Secretary.

WITNESS my hand and Notarial Seal, this the 23rd day of September, 1993.

My Commission Expires:  
1-23-96

Rose Barker  
NOTARY PUBLIC



NORTH CAROLINA  
JACKSON COUNTY

The foregoing certificate of Rose Barker Notary Public is certified to be correct. This instrument was presented for registration and recorded in this office in Book 84 at page

This 30 of September 1993 at 4:24 P. M.

Register of Deeds Carroll Summy