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THE COVENANTS, TERMS AND CONDITIONS  
CATSPAW SUBDIVISION  
in  
MOUNTAIN TOWNSHIP, JACKSON COUNTY  
NORTH CAROLINA

WHEREAS, Catspaw is the owner of a tract of land lying in Mountain Township, Jackson County, North Carolina, and is developing said tracts of land; and

WHEREAS, a large portion of the property will be used for roads, water rights of way, sewage disposals, parking areas, drives, dedicated parks, common areas and space necessary for access roads and residential use and for other areas of common use necessary for property enjoyment of the residential areas; and

WHEREAS, Catspaw is a partnership, and expects to deed and convey lots from the tracts of land herein referred to, and that said lots shall be subject to specific covenants, restrictions, and obligations hereinafter set forth; and

WHEREAS, it is the purpose of this instrument to make all of the lots or tracts of land described hereafter, and added to the description by reference or otherwise, subject to these restrictions, covenants, and easements. All of the terms hereof shall remain in effect in regard to future conveyances. These Covenants, Terms and Conditions are made for the purpose of restricting the tracts herein described and to make them more desirable and residential areas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Catspaw for full value received, and in consideration of the premises, the owner covenants and agrees with all persons, firms and other corporations hereafter acquiring any of the property hereinafter described, that the same shall be and is hereby subject to the following restrictions, easements, conditions, liens, conditions and covenants, relating to the use and occupancy thereof, said Restrictions to be construed as restrictive covenants running with the land and comprising the lots hereinafter described and which shall inure to the benefit of and be binding upon the heirs, successors and assigns of Catspaw and all other acquiring parties and persons.

Catspaw does hereby declare that such other real property as may later be subject to this declaration pursuant to the provisions thereof, from and after the filing of record of any supplementary declaration shall be held, transferred, sold, conveyed, used and occupies subject to the provisions of this declaration which are specified in any supplementary declarations. Every person hereafter acquiring any of the within described property made subject to this declaration, by acceptance of a deed or contract for deed or other conveyance of any interest in or to said property, whether or not it shall be so expressed in any such deed, contract for deed or other conveyance, regardless of whether the same shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take such property interest subject to this declaration and to the terms and conditions hereof and shall be deemed to have assented to same.

The property which is made subject to this declaration is more particularly described as follows:

TRACT I: BEGINNING at a stake in the Stub Hall line, beginning of that description found in the deed recorded in the Jackson County Public Registry, Book 368, page 556, this being a survey of a portion of the lands described in that deed; running thence N. 16° 30' E. 766.05 feet to a point in the centerline of an earth road; thence N. 1° 17' W. 277.56 feet with the centerline of said road to a point; thence N. 20° 52' E. 68.07 feet; thence continuing with the center of the road as follows: N. 7° 49' E. 97.32 feet; N. 17° 37' E. 195.66 feet; N. 29° 42' E. 98.53 feet; N. 49° 35' E. 144.52 feet; N. 68° 10' E. 198.85 feet; N. 75° 31' E. 97.31 feet; S. 59° 48' E. 241.76 feet, to a point just past the intersection with another dirt road; thence leaving said centerline of the dirt road: N. 25° 34' E. 187.11 feet to a point in the centerline of another dirt road and thence continuing with said dirt road; N. 14° 45' E. 98.98 feet; thence N. 12° 26' E. 107.69 feet; N. 46° 30' E. 118.66 feet; N. 3° 48' E. 98.98 feet; N. 13° 11' E. 195.60 feet; N. 27° 22' E. 68.94 feet; N. 5° 41' E. 112.89 feet to a point in the intersection of two dirt roads; thence continuing with the center of said dirt road, N. 72° 21' E. 363.42 feet; N. 57° 45' E. 100.07 feet; N. 66° 35' E. 99.36 feet; N. 72° 17' E. 56.59 feet to a 12" Chestnut standing at the edge of said road; thence leaving said road N. 42° 26' E. 74.55 feet to a 14" Birch which stand in the outside line of the parent tract; thence leaving the outside line and going in a calculated course to a double Whiteoak on top of the mountain in the Jackson-Macon line on a course of S. 17° 10' W. a distance of 2748.29 feet, a point in U.S.F.S. Tract #415; thence leaving the double Whiteoak with the Jackson-Macon County line and following the crest of the ridge and U.S.F.S. #415 boundary as follows: S. 73°



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00' W. 101.12 feet; S. 87° 37' W. 176.24 feet; N. 75° 05' W. 163.36 feet; N. 88° 47' W. 222.64 feet; N. 84° 33' W. 44.34 feet; N. 88° 24' W. 121.63 feet; S. 79° 24' W. 136.35 feet; S. 64° 15' W. 103.75 feet; S. 51° 00' W. 38.51 feet to the point of BEGINNING, containing 49.82 acres as surveyed by L. Stephen Foster, R.L.S., October 28, 1981.

TRACT II: BEGINNING at a 14" Birch in the line of a tract as described in Deed Book 294 at page 193, and in the northwesternmost corner of Lot 17 of Section B of Catspaw Subdivision, and being from the northeasternmost corner of Lot 1, Section A, of Catspaw Subdivision, N. 17° 10' 00" W. 61.47 feet, and running thence N. 62° 23' 10" E. 309.48 feet to a White Oak, N. 86° 02' 20" E. 174.35 feet to a Locust, S. 71° 48' 30" E. 196.89 feet to a Birch, corner of Lots 17 and 18; thence N. 54° 01' 30" E. 142.30 feet to a stone, N. 72° 28' 10" E. 150.55 feet to a stake; thence N. 84° 55' 00" E. 64.47 feet to a stake; N. 78° 08' 20" E. 148.69 feet to a stake; S. 87° 30' 30" E. 86.04 feet to a stake, corner of Lots 18 and 19; thence S. 70° 24' 50" E. 99.46 feet to a stake, S. 67° 47' 30" E. 99.33 feet; thence S. 82° 02' 20" E. 99.78 feet to a stake; thence S. 73° 33' 50" E. 75.23 feet to a stake; thence S. 65° 09' 10" E. 472.60 feet to a stake, corner of Lots 19 and 20; thence with the line of Lot 20 and bordering an area labeled as "future development" on the map hereinafter referred to, S. 15° 30' 00" W. 600 feet to an iron pipe; thence S. 57° 00' 00" W. 600 feet to an iron pipe at the intersection of the road shown on said map and the road leading to "future development" and being the corner of Lots 20, 21, 26 and 27; thence running with the line between Lots 26 and 27, and excluding Lot 27 from the description herein, S. 71° 11' 30" W. 718.18 feet to the center of the access road; thence running with said road, N. 20° 29' 40" W. 172 feet to the southernmost corner of Lot 25; thence continuing with said road and the line of Lot 25, N. 23° 58' 00" W. 54.71 feet; thence N. 38° 28' 30" W. 64.77 feet; thence N. 69° 42' 10" W. 159.34 feet; thence N. 75° 34' 10" E. 398.70 feet to a point in the intersection of the access road, being the westernmost corner of Lot 25 and being in the southerly line of Lot 24; thence continuing and running with said road, S. 66° 53' 30" W. 164.97 feet; thence S. 45° 00' 20" W. 162.92 feet; thence leaving said road and running with the westernmost boundary of Lot 24 and the line of Section A, Catspaw Subdivision, N. 17° 10' 00" E. 932.46 feet to a point in the center of the road; thence continuing N. 17° 10' 00" E. 61.47 feet to the point of BEGINNING. Being Section B with the exception of Lot 27 of same, and consisting of 48.66 acres, as shown on a map or plat entitled "Section B, Catspaw Subdivision", Jackson County, North Carolina, mapped and platted by L. Stephen Foster, Land Surveyor, and bearing date of 9/15/83, and being recorded in the Office of the Register of Deeds for Jackson County, North Carolina, in Slide 380 Cabinet 3.

COVENANTS, RESTRICTIONS, CONDITIONS AND  
AFFIRMATIVE OBLIGATIONS

The tracts of land are and shall be subject to certain covenants, restrictions, conditions and affirmative obligations, which shall constitute covenants running with the land as follows:

1. PURPOSES: Lots shall be used only for residential purposes except as hereinafter stated. No building, fence or other structure shall be erected, placed or altered on any lot above mentioned until the proposed building plans, specifications, exterior color and finish, plot plans (showing the proposed location of such building, structures, drives and parking areas), and construction schedules shall have been approved in writing by the Board of Control, hereinafter referred to as "Board" of Catspaw, its successors and assigns. No alterations may be made in such plans after approval by the Board of Control except with the consent of the Board in writing. No alterations in the exterior appearance of any building or structure shall be made without the written approval of the Board. One copy of all plans and related data shall be furnished to the Board of Control for its records. Refusal of approval of plans, location, or specifications may be based by the Board upon any grounds, including purely aesthetic consideration in the sole discretion of the Board of Control.

The partnership-developer, shall constitute the Board of Control for the first five years of the existence of the subdivision which dates from May 15, 1982. Thereafter, the Board of Control shall be composed as hereinafter stated.

2. DEFINITIONS: The following words and terms when used in this declaration or any supplementary declaration (unless the context clearly shall indicate otherwise) shall have the following meanings:

- a. "Association" shall mean and refer to Catspaw Property Owners Association, a North Carolina non-profit corporation.
- b. "Property" shall mean and refer to the existing property described herein and additions thereto as are subject to this declaration or any supplementary declarations under the provisions hereof.
- c. "Common Properties" shall mean and refer to those areas of land with any improvements thereon which are deeded to the Association and designated in said deed as "common properties". The term "common properties" shall also include any personal property acquired by the Association if said property is designated as "common properties". All common properties are to be devoted to and intended for the common use and enjoyment of the owners, subject to the fee schedule and operating rules adopted by the Association.



d. "Lot" shall mean and refer to any improved or unimproved parcel of land intended for the construction of a detached single family dwelling shown upon any recorded final subdivision map or any part of the properties with the exception of common properties as heretofore referred to in Paragraph 2c above.

e. "Owner" shall mean and refer to the record owner, whether one or more persons, firms, corporations, associations or any other legal entity of the fee simple title to a lot.

3. APPROVAL OF PLANS, MINIMUM REQUIRED AREA: No plan shall be approved unless the proposed dwelling shall have a minimum required square footage of enclosed dwelling area. The enclosed area shall be a minimum of 1,500 square feet exclusive of carports, screened areas, patios, terraces, gazebos, decks, garages, open porches and like areas. Any structure that has a permanent roof attached to the main dwelling and is a screened shed-type porch, or any of the other areas above set forth, shall constitute one-half (1/2) of the required footage in counting toward the minimum required square footage. Completely enclosed areas (garages, porches) with lean-to connected roofs connected with the main building constitute 50% in computing minimum square footage.

It is not deemed impractical to establish setback lines because of the character of the lots and in view of the gentral contours and potential views. Accordingly, the location of structures on building lots shall be governed by setback lines. On lots which consist of three acres or less, no house shall be built closer than thirty-five feet to a boundary line on the sides or back of the lot. On any lot of three acres or less, the house shall not be located any closer than thirty-five feet from the road right of way. Houses may be built within ten feet of the U.S.F.S. line whenever it is located adjacent thereto, notwithstanding language to the contrary.

4. VIEWS AND VISTAS: No view or vista may be cut by any owner or resident from the property of another. However, Catspaw reserves to itself, its successors and assigns, an easement and right of way, continuing nature, giving it the right to control absolute the cutting and maintaining of views and vistas, in the interest of shared enjoyment of distant scenes by adjacent and neighboring lot owners. It is under-

stood, however, that Catspaw may only maintain cut views and vistas which enhance the enjoyment of owners and occupants of dwellings and that the cutting and maintaining of views shall be done selectively, and to obtain an artistic result with every reasonable effort to preserve specimen trees and plants. The developer, Catspaw, has not responsibility at any time to expend any funds for the cutting and maintaining of vistas. If in fact Catspaw does exercise the right retained in this paragraph, the owner or occupant of the dwellings shall bear the full expense connected with such cutting and maintaining of vistas. Vistas and views may only be cut with the express written consent of the owners, notwithstanding the language above.

5. COMPLETION OF HOUSES AND STRUCTURES: The exterior of all houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies, or natural calamities, or acts of God.

6. ONE STRUCTURE PER LOT, NOT BUSINESSES, TRAILERS, OR BARNS: No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached family dwelling and one small accessory detached building which may include a garage, servant's quarters, or guest suite or combination thereof. But such facility may not be rented or leased except as a party of the entire premises including the main dwelling and such guest facility shall not result in over crowding the site. Provided the use of such building does not exclude any activity conducted as a business. Such accessory building may not be constructed prior to the construction of the main residence or dwelling. No tent, trailer, barn, outside toilets, shall be allowed on any lot.

7. A GUEST SUITE: A guest suite or like facility without a kitchen may be included as a part of the main dwelling or other accessory building, but such suite may not be rented or leased as above stated except as part of the entire premises as above stated, including the main dwelling.



8. MAINTENANCE AND UPKEEP: It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkempt conditions of building or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood, as a whole, or in a specific area.

9. ACTIVITIES ON LOTS: No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood, there shall not be maintained any plants or animals or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

10. SALE OR RENTAL: In the event a property owner desires to sell or lease his building lot or the improvements thereon, the sale or lease must be made to a buyer or lessee who has first been approved in writing by the Board of Control.

11. SIGNS: No commercial signs, including "For Rent", "For Sale", and other similar signs shall be erected or maintained on any lot except with the written permission of the Board of Control, or except as may be required by legal proceedings.

12. PARKING SPACES: Each lot owner shall provide space for parking four (4) automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Board of Control.

13. GARBAGE DISPOSAL: Each owner shall provide receptacles for garbage in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facilities in accordance with reasonable standards established by the Board of Control. Burning of garbage routinely shall not be permitted on any building lot in the subdivision.

14. SEPTIC TANKS AND SEWAGE DISPOSAL: Prior to the occupancy of a residence on a lot, proper and suitable septic tank or sewage disposal shall be constructed on such lot for the disposal of all sewage, and

all sewage shall be emptied or discharged into such tank or tanks. No sewage shall be emptied or discharged into any marsh, creek, ravine, or onto the open ground. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such systems shall be obtained from such authority prior to the beginning of the construction of a house on said lot and prior to the construction of said system. The North Carolina Board of Health provides directions, requirements, standards and recommendations. These requirements of the North Carolina Board of Health must be met by homeowners.

15. EASEMENTS FOR UTILITIES: Catspaw reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cable, conduits, sewers, underground pipelines, underground conduits, cable and wires, storm sewers, water mains and other suitable equipment for the transmission and use of electricity, telephone, telegraph, gas, sewer, water, or other public conveniences or utilities on, in or over ten (10) feet along the rear of each lot, and five (5) feet along each side of each lot (and other such areas as are shown on applicable plats); provided that Catspaw may cut drainways for surface water wherever and whenever such action may appear to Catspaw to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery or to make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The rights herein reserved create no obligation on the part of Catspaw to do any of the things above stated.

16. SUBDIVISION OF LOTS: No lot may be subdivided by an owner before the seventh anniversary of the recording of this document and then only with the written consent of the Board of Control and the



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developer, Catspaw. The minimum subdivided lot shall be one and one-half (1-1/2) acres. No lot smaller than three acres may be subdivided. In the event of the subdivision, the subdivided lot shall be subject to all the terms, conditions, restrictions of these restrictive covenants, inclusive of set-back lines and easements along the boundaries of the lot as subdivided. Each and every paragraph of these covenants and restrictions shall be applicable to the subdivided lot and the lot from which it is subdivided. No lot which is subdivided shall be considered subdivided until a plat of the subdivision is recorded. Every subdivision must be with the written consent of the Board of Control.

17. RE-PLATTING OF LOTS: Catspaw reserves the right to re-plat any lot in the subdivision before it is sold, and it shall exercise this right by the recording of such plat.

18. RIGHT TO REPAIR, CLEAN, ETC.: Catspaw is permitted by these covenants to correct, repair, clean, preserve, clear out, or do any action on the property of the lot owners. It may enter the property of the lot owners and take such action and not be deemed a trespass, or the violation of any statute or law.

19. EXISTING RIGHTS OF WAY: There are existing rights of way on the premises described herein. Catspaw accepts no responsibilities for maintaining said roadways; however, it does reserve from all conveyances of the land above described, a right of way 40 feet in width, 20 feet on either side of the centers of all roads shown and all rights of way shown on the final recorded plats.

20. DRIVEWAY CONNECTIONS: In the event owners make driveway connections with Catspaw roads, the lot owners shall be responsible for placing the platted roads back in the condition they were before the driveway connection was made. Lot owners shall have the further obligation to place culverts underneath each driveway and road where needed when drainage problems are caused by the construction of driveways. Where the earth is moved, the owner shall have the obligation of reseeding the areas and making them presentable.

21. BUILDING MATERIALS: No buildings with tar paper siding or tin roofs may be built.

22. TRAILER PARKS: There shall be not trailer parks located on this subdivision and parking of trailers shall not be permitted by the lot owners on these premises.

23. OTHER STRUCTURES RESTRICTED. No barn, shack, chicken houses, outside toilets, or other buildings shall be built or used at any time either on a temporary or a permanent basis. No trailer, camper, tool shed or other such temporary building shall be permitted on any lot. Temporary buildings shall be permitted during construction only and must be disassembled after construction is completed. No structure of a temporary character shall be placed upon any lot at any time except as hereinabove stated. No lumber, bricks, stones, cinder blocks, concrete or other building materials, scaffolding, mechanical devices or other things used for building purposes shall be stored on any lot except for the purpose of construction on such lot and shall not be stored any longer than the length of time reasonably necessary for the construction of the improvements in which same is to be used.

24. CUTTING OF TREES: No trees measuring six inches or more in diameter at ground level may be removed without the written approval of Catspaw unless located within ten feet of the main dwelling or accessory building, or within ten feet of the approved site of such building.

25. REPAIR WHEN OWNER REFUSES: All lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by the respective owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks and other exterior improvements. Upon the failure or refusal of any property owner to maintain his lot and the exterior of all improvements thereon in a neat and attractive condition, the developer may after thirty (30) days notice to such owner by registered mail, return receipt requested, enter upon such lot and perform such exterior maintenance as Catspaw, in the exercise of its sole discretion,



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may deem advisable or necessary. Such property owner shall be personally liable to the developer for the costs of such maintenance, and the liability for such costs shall be a permanent charge and lien upon such lot and improvements thereon and enforceable by Catspaw by an appropriate proceeding in law or equity. Although notice given as herein provided shall be sufficient to give Catspaw the right to enter upon such lot and perform such maintenance, entry for such purpose shall be only between the hours of 7 o'clock a.m. and 6 o'clock p.m. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall Catspaw, or its agents be liable for doing anything reasonably necessary or appropriate in connection with the carrying out of the provisions herein.

26. OWNERS ASSOCIATION HAS BEEN FORMED: In order to provide a permanent fund for the improvement, maintenance, and operation of the common properties (roadways, walkways, waterways, and other areas designated by the developer) includin , but not limited to, the payment of taxes and insurance thereon, and repairs, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and generally to provide a fund for other services important to the development and preservation of Catspaw community, each owner of each lot subject to these restrictions shall be, and become a member of, and pay dues to Catspaw Property Owners Association. Said Association has been organized for the purposes set out immediately above and each lot owner's membership therein shall become immediately effective at the time he acquires any right, title, or interest to property within Catspaw. At its inception, Catspaw Property Owners Association will not have sufficient funds with which to provide the maintenance and services hereinabove described. Catspaw reserves the right to supplement the Association's funds or to directly provide maintenance and services. But this reservation shall not be considered as an obligation of the Corporation to provide funds or maintenance and services to or on behalf of the Association.

Each lot owner is subject to these restrictions, by the acceptance of a deed conveying such lot, whether by Catspaw or some other owner, and contracts and agrees with Catspaw and with the owners of all other lots subject to these restrictions that he or she will be a member of and pay the dues to Catspaw Property Owners Association, and that he or she will abide by the provisions of the charter and By-Laws of that Association and by the Rules and Regulations set out in the Declaration of Catspaw recorded in Book 573 at page 153, of the Jackson County Public Registry, which said Declaration is by reference made a part hereof as if fully set out herein.

Without further assent or permit, Catspaw, for itself, its successors and assigns, hereby reserves the right, exercisable from time to time, to extend the scheme of this Declaration to other property developed as a part of, or in conjunction with the development of Catspaw by filing in the Office of the Register of Deeds of Jackson County, North Carolina, a supplementary Declaration in respect to the other property to be then subject to this Declaration.

Any such supplementary declaration, or any other declaration (including any supplementary declaration thereto) may set forth by reference the same covenants and restrictions set out in this Declaration; provided, that such supplementary declaration or any such other declaration (including any supplementary declaration thereto) may contain modifications of the covenants and restrictions set out herein, and such additional provisions as Catspaw may deem necessary or desirable; provided further, no such supplementary declaration shall revoke, modify or add to the covenants and restrictions hereby made applicable to the lots hereinabove described.

27. AMENDMENTS TO THE LIFE OF THESE COVENANTS: All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them, specifically including, but not limited to, the successors and assigns, if any, of Catspaw for a period of twenty-five years from the recording of this Declaration. After that, all said covenants shall



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be automatically extended for successive periods of ten years. At the commencement of any ten year renewal period or at any other time, any of the conditions, restrictions and covenants herein contained may be changed or amended in any manner by the mutual consent in writing of 75% of the lot owners of record agreeing to said changes.

28. VESTED RIGHTS REMAIN - AMENDMENTS - EFFECTIVE DATES OF AMENDMENTS

The covenants and restrictions of this Declaration may be amended from time to time. Amendments shall become effective upon the recording of same in the Office of the Register of Deeds for Jackson County. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein. Such amendments of the covenants and restrictions shall not at any time alter the rights which shall have already been vested in any person prior to the making of such amendment.

29. COMMERCIAL USE: There shall be no commercial use of the property described herein.

30. VIOLATION AND ENFORCEMENT OF COVENANTS: If any person, firm or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for Catspaw and any other person, firm or corporation owning any property subject to these restrictions to prosecute the violating party at law or in equity for any claim which these restrictions may create in such other owner or interested party either to prevent said person, firm or corporation from so doing such acts or to recover damages or other dues for such violation. In addition to the foregoing, Catspaw, its successors and assigns, shall have the right, whenever there shall be any building on any lot which is in violation of these restrictions, to enter upon such property whereon the violation exists and summarily abate or remove the same at expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. Any failure by the Corporation or the property owner to enforce any of the

covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these restrictions by judgment or court order shall in no way affect any of the other provisions not expressly held to be void, and all such remaining provisions shall remain in full force and effect.

31. ASSIGNMENT OF SALE OF RIGHTS. Catspaw shall at all times from and after the date hereof have the right to delegate any of the functions herein reserved to it. Further, notwithstanding any other provisions contained herein to the contrary, Catspaw shall have the right at all times to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to common properties to Catspaw Property Owners Association; provided, however, that the transferee, grantee or assignee shall take such title and rights subject to all obligations of Catspaw herein set out in respect thereto, and the transferee, grantee or assignee shall be deemed to have assumed the same.

32. TERMS DEEMED VALID. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid by judgment or court order, such prohibition or invalidity shall not affect any other provision or the application of any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are deemed to be severable.

33. OBLIGATIONS OF CATSPAW. Nothing herein shall be construed to require Catspaw to take any positive action to enforce the covenants and restrictions herein set forth. It is not the intention of Catspaw in making these reservations or restrictions to create any positive obligation on itself, insofar as cutting views and vistas, building, repairing buildings or maintaining roads, water systems, sewage systems, or furnishing garbage disposal, beginning and prosecuting lawsuits to enforce these articles, cleaning or policing the areas affected, provide

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police protection, or to remove people, animals, plants or things that become offensive. Where such a positive obligation is not pointed out, none shall be interpreted as existing.

34. COMPOSITION OF BOARD OF CONTROL. During the first five years from the date of the recording of this document, agents and owners of Catspaw, or, at Catspaw's discretion, property owners, shall constitute the Board of Control. Thereafter property owners shall select the members of the Board of Control except for two years Catspaw shall have one member on the Board who shall serve without compensation. The approval or disapproval of any action or request relative to the covenants shall be in writing. The Board shall act promptly on all propositions.

35. TITLE TO STREETS AND OTHER SPECIFIC PROPERTY. Catspaw, its successors and assigns, hereby retains the right to control, the right of disposition of all streets, rights of way, lakes, ponds and other common areas, within the property which is specifically made subject to this Declaration, and within other real rproperties subjected to this Declaration, in accordance with the provisions hereof, it shall have the right to change, alter, or close streets and rights of way not adjacent to lots previously conveyed to it, subject only to the rights of the owner or owners of such lots, their heirs and assigns, for the purposes of egress and ingress necessary to the full enjoyment of the property owned by them. Lot lines have been generally surveyed to the center of the streets and shown as the centerline on the maps which have been recorded.

36. SPRINGS AND WATER RIGHTS. Catspaw, its successors and assigns, hereby retains the right, title, control and disposition of all springs and the flow of water upon all of the property described herein. It retains the right to impound the flow of all springs and streams to use for domestic purposes for the general benefit of the entire Catspaw community. It may install underground water pipe



lines in those areas heretofore mentioned in Paragraph 15 in the community. It retains the right to go upon the lands whereon the spring and stream sites are located to install and build reservoirs, underground pipeline systems, pump stations, tanks and other facilities requisite for a sufficient water system. It may install, maintain and repair said water system. It may pipe the water from the source of the water, the springs or wells, to the respective lots.

Title to, and use of, the springs and the flow thereof is specifically excepted from the operation of all of the deeds of Catspaw. However, the lot purchasers, their heirs and assigns, shall have the right to use water from said spring or springs located upon their individual property for domestic purposes only, and to impound a portion of the flow thereof in reservoirs and to install, maintain and repair water systems for the use on their lots. They may pipe the water from one lot to another lot, but Catspaw can at any time do this, i.e., pipe water from one lot to another. The rights granted to the purchasers and excepted by Catspaw are perpetual, assignable and shall run with the land.

Property owners may tap on to any system which exists. The price for tapping onto the water system shall be:

- A) \$2,500.00 beginning June 1, 1985.
- B) \$3,000.00 beginning January 1, 1986.
- C) \$3,500.00 beginning January 1, 1990.
- D) \$4,000.00 beginning January 1, 1996.

No tap-ons will be allowed by the Developer until the foundation has been laid and construction is going forward past footings. Lots 1 through 26 shall have a water system available on or before June 1, 1985.

BOOK 573 PAGE 184

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

IN TESTIMONY WHEREOF, CATSPAW has caused these presents to be executed and duly acknowledged on the 1st day of April, 19 83.

Orville D. Coward (SEAL)  
ORVILLE D. COWARD

Malcolm H. MacNeill (SEAL)  
MALCOLM MACNEILL

STATE OF North Carolina  
COUNTY OF Jackson

Kent Coward (SEAL)  
KENT COWARD

I, Jeannette K. Smith, a Notary Public, do hereby certify that MALCOLM MACNEILL personally appeared before me this day and acknowledged the due execution by him of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 1st day of April, 1983.

My Commission Expires:

January 31, 1987

Jeannette K. Smith  
NOTARY PUBLIC

NORTH CAROLINA  
JACKSON COUNTY

I, Jeannette K. Smith, a Notary Public, do hereby certify that KENT COWARD and ORVILLE D. COWARD, each personally appeared before me this day and acknowledged the due execution by them of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 1st day of April, 1983.

My Commission Expires:

January 31, 1987

Jeannette K. Smith  
NOTARY PUBLIC

NORTH CAROLINA  
JACKSON COUNTY

The foregoing certificates of Jeannette K. Smith and Jeannette K. Smith, Notaries Public, are certified to be correct. This instrument was presented for registration and recorded in this office in Book 573 at page 184.

This the 20th day of January, 1984 at 3:50 o'clock  
P.M.

Orville D. Coward  
REGISTER OF DEEDS