

NORTH CAROLINA
JACKSON COUNTY

Tax Assessor's Office

OCT 09 1996

REGISTERED

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AMENDMENT TO RESTRICTIVE COVENANTS, TERMS AND CONDITIONS
GOVERNING CROSS CREEK ESTATES

THAT WHEREAS, Christine Serenci is the owner of those certain lands known as Cross Creek Estates as shown on a plat recorded in the office of the Register of Deeds for Jackson County, North Carolina, in Plat Cabinet 6 at Slide 803, as described in a deed recorded in the office of the Register of Deeds for Jackson County, North Carolina, in Deed Book 882 at page 175, all of which lands are situate, lying and being in Caney Fork Township, Jackson County, North Carolina; and,

WHEREAS, Cross Creek Estates is subject to the Restrictive Covenants, Terms and Conditions as recorded in the office of the Register of Deeds for Jackson County, North Carolina, in Book 876 at page 531 and,

WHEREAS, Christine Serenci constitutes in excess of 70% of the ownership of the lots subject to the Restrictive Covenants, Terms and Conditions above stated, and as set forth in the Restrictive Covenants, Terms and Conditions, desire to AMEND AND MODIFY those Restrictive Covenants, Terms and Conditions as hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Christine Serenci, for full value received, and in consideration of the premises, covenants and agrees with all persons, firms and other corporations hereafter acquiring any of the property described in Deed Book 882, page 175 and in Plat Cabinet 6, Slide 803, Jackson County Public Registry, that the same shall be and is hereby made SUBJECT TO the Restrictive Covenants, Terms and Conditions as hereinabove referenced and hereinafter amended and modified, which restrictions are to be construed as restrictive covenants running with the land and comprising the properties hereinabove referred to and hereinafter described, and which shall inure to the benefit of and be binding upon the heirs, successors and assigns of Christine Serenci, and all other acquiring parties and persons.

FURTHERMORE, Christine Serenci does hereby declare that such other real property as may later be made 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 occupied subject to the provisions of this declaration which are specified in any supplementary declarations. Every person hereinafter 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 Amendments and Modifications to those Restrictive Covenants are as follows:

- 1) Article VII, Paragraph (f) of the Restrictive Covenants, Terms and Conditions for Cross Creek Estates (DB 876-531) shall be amended to read as follows:

"The herein-described property shall not be, in any manner, divided or subdivided into lots less than 4.75 acres per lot except for Lot 1 as shown on the Subdivision map described in the Preamble and which is recorded in the office of the register of Deeds for Jackson County, North Carolina, in Plat Cabinet 6 at Slide 803. The owners of Lots 2, 3, 4, 5, 6, 7, 8, & 10

may subdivide, but only to the extent that the subdivision conforms to the lots shown on the Subdivision map described in the Preamble and which is recorded in the office of the register of Deeds for Jackson County, North Carolina, in Plat Cabinet 6 at Slide 803."

2) Article VII, Paragraph (g) of the Restrictive Covenants, Terms and Conditions for Cross Creek Estates (DB 876-531) shall be amended to read as follows:

"All lots shall be used solely and only for residential purposes and no structures, permanent or temporary, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached, single-family dwelling except for Lot 1 (Plat reference 6/803). Accessory buildings, such as private garages or storage buildings, barns or cabins, may be erected on the premises for use only in connection with and to serve the single-family dwelling, except for Lot 1 (Plat reference 6/803)."

3) Article VII, Paragraph (h) of the Restrictive Covenants, Terms and Conditions for Cross Creek Estates (DB 876-531) shall be amended to read as follows:

"No trade or business requiring customers to come to the subdivision, except for Lot 1 (Plat Reference 6/803), shall be carried on upon the herein-described lots, nor shall anything be done thereon which may be or may become an annoyance, nuisance, noxious or offensive activity to the Owner of Lots within the Subdivision. Notwithstanding any of the foregoing or following paragraphs, the Developer reserves the right to use Lot 1 (Plat Reference 6/803) for a barn lot and for possible storage, rental and distribution of hay, feed, or for office, sales or residence, etc. and for a possible trout pond bordered by log cabins for family use and possible lease. It is the intent of the Developer to create a picturesque and scenic setting for Lot 1 (Plat Reference 6/803), including the possible erection of a covered bridge. After construction, any and all construction material, equipment, supplies, etc. shall be kept inside the barn so as to be hidden from view. The cabins which may be erected on Lot 1 shall be constructed in a style which is consistent with log cabin construction of the Southern Appalachians or with the farmhouses on Caney Fork Creek. A maximum of 6 (six) cabins will be erected, each having a heated floor space of 400 square feet."

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

Enforcement of these covenants and restrictions shall be by action 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. The party bringing the action or suit shall be entitled to recover in addition to costs and disbursements by law, such sum as the court may adjudge to be reasonable for the services of his attorney.

Invalidation of any of these covenants and restrictions by judgment or court order in no wise shall affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Christine Serenci has caused these presents to be executed and duly acknowledged this the 9th day of ~~September~~, 1996.
October

Christine Serenci (SEAL)
CHRISTINE SERENCI

STATE OF NC
COUNTY OF Jackson

I, Jeanette K. Parris, a Notary Public do hereby certify that CHRISTINE SERENCI personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument, for the purposes therein expressed.

Witness my hand and notarial seal this the 9th day of ~~September~~, 1996.
October

Jeanette K. Parris (SEAL)
NOTARY PUBLIC

My Commission Expires:

31-97

NORTH CAROLINA
JACKSON COUNTY

The foregoing certificate of Jeanette K. Parris, Notary Public, is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book 934 at page .

This the 9th day of October, 1996, at 3:18 o'clock P.M.

Donald Burrell
REGISTER OF DEEDS