

AMENDED CONDITIONS, RESTRICTIONS AND STIPULATIONS AFFECTING
THE PROPERTIES OF JACK C. STOVALL, JACKSON COUNTY, NORTH
CAROLINA, RECORDED IN PLAT BOOK 4 PAGE 73 (CABINET
SLIP)

1. Party(ies) of the second part (Grantee) 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. No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot hereinabove described, except that dogs, cats and other household pets may be kept, provided, that they are not bred or maintained for commercial purposes. For the purposes of these restrictive covenants the keeping of chickens, ducks, geese, or other fowl or of hogs, goats or sheep shall be considered offensive activities, but this specification shall not exclude other offensive activities not herein set forth.

2. Party(ies) of the second part (Grantee) will not subdivide, sell or convey any part of said lands and premises less than the whole thereof, and shall not lease, sell or convey said lot or any portion thereof, or any building thereon, to any person of bad character.

3. Said lands and premises shall be used for residential purposes and single family dwellings only, and not for business, manufacturing, commercial or apartment house purposes; the party(ies) of the second part (Grantee) shall erect or suffer to be erected or maintained on said lands only one residential establishment.

4. No building or structure, and no septic tank or septic tank drain field shall in any event be placed, erected or maintained so that any part thereof lies within ten (10) feet of either boundary line of the lands herein conveyed. In the event two or more contiguous lots or parcels which are subject to these restrictions are owned by the same party and are used as a single building site, the set back herein provided for shall not apply to the common lot lines of such lots or parcels but shall only apply to the outside boundary lines of such contiguous lots or parcels.

5. No tool houses, sheds or other out-buildings shall be built apart from the dwelling.

6. All dwellings shall be of new construction and no dwelling shall be constructed having less than eight-hundred (800) square feet of ground floor area, exclusive of open porches, terraces, carports and garages. It being understood that covered porches are included in the minimum square footage required.

7. No dwelling shall be occupied before completion of the exterior construction including final painting, unless written approval for such occupancy is first obtained from party of the first part (Grantor).

8. All garages, carports and any subsequent additions to the dwelling shall be of the same kind of material as the construction of the dwelling, same shall be substantial and conform architecturally with the dwelling.

9. No trailer, barracks type or other structures shall be moved onto any lot or parcel of land in the area covered by these restrictions.

10. An easement and right-of-way are hereby expressly reserved in and over all existing access road for travel of

all kinds and in and over a strip of land five feet in width along the rear line, side lines and front line of the lots for the construction and maintenance of electric light, power and telephone service lines, storm water drains, public and private sewers, pipe lines supplying gas and water, or other public or other quasi-public utility. Party of the first part (Grantor), their heirs and assigns, shall have the right to enter and permit others to enter upon said reserved roads and strip of land for any of the purposes for which the said easements and rights-of-way are reserved. In the event two or more contiguous lots or parcels which are subject to these restrictions are owned by the same party and are used as a single building site, the easement and right-of-way herein reserved shall not apply to the common boundary lines of such contiguous lots or parcels but shall apply only to the outside boundary lines of such contiguous lots or parcels.

11. The owner of said lands shall be allowed to maintain a vegetable garden of sufficient size to provide for the needs of the family occupying the home on said premises and no part of said garden shall be located within ten (10) feet of the edge of the right-of-way of the road passing said property.

12. No mobile home or trailer of any kind are permitted upon the above described lands; provided, however, that the party(ies) of the second part (Grantee) may reside in some form of trailer quarters on the said property during the period of construction of a permanent residence on the above described property, and further provided that said trailer quarters shall not be maintained for a period in excess of sixty (60) days.

13. No septic tank or other sewage disposal unit shall be erected within one-hundred (100) feet of springs located on the adjacent property, or within twenty-five (25) feet of the side boundary lines of the above described property, or within seventy-five (75) feet of certain springs which flow through the property herein conveyed or adjacent property.

14. Party(ies) of the second part (Grantee) shall neither cause or permit streams running through the property hereinabove conveyed or adjacent property to be in any way polluted and she/he/they do hereby covenant to keep the same litter free.

15. Party(ies) of the second part (Grantee) shall neither cause or permit the lake front area of this subdivision to be in any way polluted and she/he/they do hereby covenant to keep the same litter free.

16. These covenants and restrictions shall be binding and effective in perpetuity in respect to the lands herein conveyed, and shall any of these terms, conditions and restrictions above stated be declared invalid by any Court, those not so declared invalid shall remain in full force and effect; provided, however, that these restrictions may be released, amended, changed, or modified by the owners of a majority of the lots to which these restrictions apply.

17. No advertising sign or bill board of any kind shall be erected or allowed to remain on said lands other than a "For Sale" or "For Rent" sign not larger than two feet by three feet.

18. All roads and/or streets located within the confines shall be for the private use, benefit and enjoyment of the owners of lots. All such private roads and/or streets shall be maintained by the owners of lots to which such road serves as a means of access. The cost of maintenance of each road shall be divided equally among the owners of lots

using such road as a means of access, and the decision of a majority of the owners using each private road shall be binding upon the owners of all lots using such road.

19. These restrictions shall not affect or apply to any property of Jack C. Stovall other than the property shown on the plat recorded in Plat Book 4 at Page 73 (Cabinet _____, Slot _____) of the Jackson County Registry, unless such property is conveyed with specific reference to these restrictions. Jack C. Stovall reserves the right to sell or convey other property owned by him in the vicinity of the property shown on the plat recorded in Plat Book 4, Page 73 (Cabinet _____, Slot _____) either subject to these same restrictions, subject to modified or different restrictions, or unrestricted, in his sole discretion.