

x E7/124, H7/273, O8/254, (P741), T7/366, V7/300, Z7/145 x
C8/195, F8/284, R8/6, Y8/249, D9/173, C12/25 x
SYNOPSIS OF COVENANTS, RESTRICTIONS, ETC.
(AND AMENDMENTS THERETO)

Book E-7 Page 124

THE ORIGINAL COVENANTS DATED 8/24/64 BUT RECORDED
9/5/64.

A. PURPOSE TO GOVERN WATAUGA VISTA (WV) SUBDIVISION SO THAT IT WOULD
BE AN AREA "SUITABLE AND INVITING TO BUILD AND MAINTAIN HOMES"

B. AREA OF APPLICATION AS DESIGNATED.

C. RESIDENTIAL AREA COVENANTS (AND RESTRICTIONS).

- 1.. ONLY ONE FAMILY RESIDENCES AND ONE PER LOT.
- 2.. BUILDINGS MUST BE COMPATIBLE WITH SURROUNDINGS AND IN HARMONY WITH AREA AND EXISTING STRUCTURES.
- 3.. DETACHED GARAGES AND SERVANTS' QUARTERS PERMITTED.
4. NO BUILDING MAYBE LESS THAN 450 SQ. FT. (EXCLUSIVE OF SCREENED PORCHES, PATIOS, CARPORTS, ETC.). ALL BUILDINGS MUST BE OF GOOD QUALITY AND WORKMANSHIP.
5. NO BUILDINGS WITH TAR PAPER SIDINGS OR TIN ROOFS PERMITTED.
- * 6. NO TRAILER PARKS. LOT OWNERS MAY PARK TRAILER ON THEIR PREMISES NO LONGER THAN ONE YEAR
7. NO OTHER STRUCTURES PERMITTED.
8. SEWAGE RESTRICTIONS.
9. WV TO RETAIN RIGHTS OVER ANY LOT TO CONSTRUCT AND MAINTAIN WATER AND SEWER LINES, STORM AND DRAIN SEWERS FOR PURPOSE OF DRAINING HIGHER LOTS AND FOR CONVEYANCE OF WATER FROM ONE LOT TO ANOTHER.

D. NO COMMERCIAL USE OF PROPERTY.

E. PUBLIC UTILITIES WILL BE GIVEN EASEMENTS; ROADS ARE RESERVED AND DEDICATED.

F. WV, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT TO AMEND THESE COVENANTS AND RESTRICTIONS FROM TIME TO TIME, HOWEVER RIGHTS ALREADY VESTED IN ANY PERSON MAY NOT BE AMENDED

G. ENFORCEMENT MAYBE IN LAW OR EQUITY.

FILED 17 JUNE 65 3:30p H7 PAGE 273

THE FIRST AMENDMENT DATED 5/18/65 —

WV CHOSE TO AMEND THE RESTRICTIONS ON THE LOTS LISTED (SOME 87) IN THE DOCUMENT. THESE RESTRICTIONS ARE FOUND UNDER "C AMENDMENT"(SIC).

C-12

25

NORTH CAROLINA
MACON COUNTY

The foregoing certificate of BETTY HUNT, a Notary Public,
is certified to be correct. This instrument was presented for
registration and recorded in this office in Book C-12 at page
25.

This the 23 day of June, 1978 at 3:40 o'clock P.M.

Milton Forts (jr)
REGISTER OF DEEDS

NORTH CAROLINA
JACKSON COUNTY

The foregoing certificate of BETTY HUNT, a Notary Public,
is certified to be correct. This instrument was presented
for registration and recorded in this office in Book _____
at page _____.

This the _____ day of June, 1978 at _____ o'clock _____M.

REGISTER OF DEEDS

STATE OF FLORIDA
COUNTY OF DADE

I Betty Hunt a notary public, due hereby certify that before me personally came Richard D. Kaplan with whom I am personally acquainted, who being by me duly sworn, says that Robert H. Infeld is the president, and that he, the said Richard D. Kaplan is the secretary of said corporation, that he knows the common seal of Watauga Vista, Inc., the corporation described in and which executed the foregoing instrument, that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said president and that said president and secretary subscribed their names thereto and said common seal was affixed all by order of the board of directors of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 9th day of June 1978.

My commission expires:

Betty Hunt
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 21, 1981
BONDED THRU GENERAL INS. UNDERWRITERS

Seal

C-12
25
Total of date / per
of cases.

Initial membership fee is \$50.00; Annual maintenance fee is \$35.00 per vacant lot. (On a lot occupied by a residence, \$75.00 per lot.) A \$300-00 road reconstruction fee must be paid by the lot owner before commencement of construction of a house on a vacant lot. This membership requirement covenant shall run with the land.

Failure to make these payments constitutes a lien against the real property of such purchaser in favor of Watauga Vista, Inc., and Watauga Vista Owner's Association.

VIII. These restrictions and covenants herein stated along with the previous covenants and restrictions are reaffirmed and made in conformity with the original covenants recorded in Macon County, North Carolina in Book E-7 at page 124, and especially in conformity with the power to amend therein, and each lot owner or property owner does by the acceptance of any deed subject to this or any preceding restrictive covenant or agreement consent to said amendments and restrictions contained in the original or any amendment thereto inclusive of this instrument.

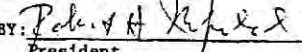
IX. Unless any part of the covenants or restrictions or amendments is shown herein, the previous twelve instruments of restrictions and covenants shall remain as they are and as amended and none of the covenants, easements, reservations, terms and conditions governing these sections is altered or changed and specifically these sections herein restricted are restricted in the exact language except where they conflict with the terms hereof, the terms of this instrument shall prevail over the terms of the twelve preceding instruments with reference to the covenants and restrictions.

In testimony whereof, Watauga Vista, Inc. has caused these presents to be executed and its corporate name and its corporate seal to be affixed by its president, duly attested by its assistant secretary, by authority of its board of directors on the 9th day of June, 1978.

ATTEST:


Secretary

WATAUGA VISTA, INC.

BY: 
President

VI. NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Watauga Vista, Inc. for full value received and in consideration of the obligations of said corporation to the present land owners and the future land owners and on acceptance by the purchasers or land owner of deeds of conveyance for any lots described or referred to herein or in the covenants and restrictions referred to upon the conditions herein set forth and heretofore set forth, does hereby restrict those areas referred to and described in any of those instruments referred to in paragraph III above and further does hereby restrict those areas described as follows:

All of those certain pieces, parcels or tracts of land situate, lying and being in Millshoals Township, Macon County, North Carolina, and Savannah Township, Jackson County, North Carolina, and being particularly described and shown on various plats or maps recorded in the Register of Deeds Office of Jackson County, North Carolina, and Macon County, North Carolina, and said particular lots being referred to by plats, said subdivisions, being lettered, numbered and described in the following places in the Public Registry of Macon County, North Carolina:

SECTION	PLAT BOOK	PAGE
A	2	14
1	2	31
3	2	42
2	2	43
4	2	74
B	2	75
5	2	76
6	2	84
4a	2	85
8	2	83
7	2	96
9	2	97
10	2	110
12	2	117
11	2	118
6 addition	3	10
13	3	8
14	3	9
15	3	12
16	3	21
	2	71
58A through 60B Rev.	2	119
4A Rev.	3	2
11A	4	29
B	4	57

The Jackson County Public Registry:

15	3	13
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Reference is had to all of the covenants and restrictions above referred to in Paragraph III hereof and the covenants and restrictions to said maps are appended by reference hereto and the same are recorded.

VII. The restrictions in the twelve instruments as set forth in Paragraph III are hereby reaffirmed by Watauga Vista, Inc. except as hereinafter stated and hereby amended as follows:

The covenants and restrictions above referred to and the lands described herein to which said covenants and restrictions are amended are amended and added to as follows:

The purchaser of any lot (in the Watauga Vista Subdivisions) sold after the date of this covenant is required to become a member of the Watauga Vista Owner's Association, a North Carolina Corporation, to continue as a member so long as he owns the lot; and to pay fees to the Association as from time to time are provided by the By-Laws of the Association, such current fees are as follows:

- WVOA

TWELFTH AMENDMENTS TO COVENANTS, RESTRICTIONS,
EASEMENTS, RESERVATIONS, TERMS AND CONDITIONS
GOVERNING WATAUGA VISTA SUBDIVISION, MILLSHOALS
TOWNSHIP, MACON COUNTY, NORTH CAROLINA, AND
SAVANNAH TOWNSHIP, JACKSON COUNTY, NORTH CAROLINA.

12TH AMEND

I. WHEREAS, Watauga Vista, Inc. is the owner of several separate and distinct areas of land located in Millshoals Township, Macon County, North Carolina, and Savannah Township, Jackson County, North Carolina, and it is developing said tracts of land, and whereas, a large part of the property will be used for roads, water rights of way, sewage disposal, parking areas, drives, dedicated parks or areas and space necessary for access roads and residential use and for other areas of common use necessary for proper enjoyment of the residential areas, and

II. WHEREAS, Watauga Vista, Inc. is a private corporation and expects to deed and convey lots for the tracts hereinafter described and referred to, to individuals, firms or corporations and that said lots shall be subject to the specific covenants, restrictions and obligations hereinafter set forth;

III. AND, WHEREAS, Watauga Vista, Inc. did cause to be recorded, "Covenants, Restrictions and Easements, etc." as follows:

- (1) On the 5th day of September, 1964, Book E-7 at page 124.
- (2) On the 17th day of June, 1965, "Amendments to Covenants, etc." in Book H-7 at page 273.
- (3) On the 25th day of October, 1966, "Second Amendments to Covenants, etc." in Book P-7 at page 41.
- (4) On the 6th day of September, 1967, "Third Amendments to Covenants, etc." in Book T-7 at page 366.
- (5) On the 22nd day of November, 1967, "Fourth Amendments to Covenants, etc." in Book V-7 at page 300.
- (6) On the 5th day of August, 1968, "Fifth Amendments to Covenants, etc." in Book Z-7 at page 145.
- (7) On the 22nd day of January, 1968, "Sixth Amendments to Covenants, etc." in Book C-8 at page 195.
- (8) On the 30th day of July, 1969, "Seventh Amendments to Covenants, etc." in Book F-8 at page 284.
- (9) On the 11th day of September, 1970, "Eighth Amendments to Covenants, etc." in Book O-8 at page 254.
- (10) On the 9th day of December, 1970, and the 10th day of December, 1970, "Ninth Amendments to Covenants, etc." in Macon County, Book R-8 at page 6, and in Jackson County, Book 358 at page 111.
- (11) On the 25th day of October, 1971, "Tenth Amendments to Covenants, etc." in Macon County, North Carolina in Book Y-8 at page 249, and in Jackson County, North Carolina on the 6th day of April, 1972, in Book 369 at page 193.
- (12) On the 28th day of April, 1972, "Eleventh Amendments to Covenants, etc." in Macon County, North Carolina in Book D-9 at page 173, and in Jackson County, North Carolina on the 1st day of May, 1972 at page 225, Book 369.

IV. WHEREAS, it is the intention of Watauga Vista, Inc. at this time and by this instrument to further amend the original restrictions and all others listed above as herein set out.

V. WHEREAS, some of the lots referred to in the restrictions set forth above have been sold, all subject to various covenants and restrictions. It is the purpose of this instrument to make all lots described herein or referred to and hereafter conveyed subject to the covenants and restrictions above referred to and the same is hereby done. All the terms of the original covenants and amendments thereto shall remain in effect except as amended therein.

VIII.. These restrictions and covenants herein stated along with the previous covenants and restrictions are reaffirmed and made in conformity with the original covenants recorded in Macon County, North Carolina, in Book E-7 at page 124, and especially in conformity with the power to amend therein, and each lot owner or property owner does by the acceptance of any deed subject to this or any preceding restrictive covenant or agreement consent to said amendments and restrictions contained in the original or any amendment thereto inclusive of this instrument.

VIII. Unless any part of the covenants or restrictions or amendments is shown herein, the previous eleven instruments of restrictions and covenants shall remain as they are and as amended and none of the covenants, easements, reservations, terms and conditions governing these sections is altered or changed and specifically these sections herein restricted are restricted in the exact language except where they conflict with the terms hereof, the terms of this instrument shall prevail over the terms of the eleven preceding instruments with reference to the covenants and restrictions.

IN TESTIMONY WHEREOF, Watauga Vista, Inc. has caused these presents to be executed in its corporate name and its corporate seal to be affixed by its President, duly attested by its Assistant Secretary, by authority of its Board of Directors on the ___ day of April, 1972.

ATTEST:
Donald Gaskins
 Assistant Secretary

WATAUGA VISTA, INC.
 By: *Malcolm G. MacNeill*
 President

Corp. Seal

STATE OF FLORIDA
 COUNTY OF DADE

I, Esther M. Miles, a Notary Public, do hereby certify that before me personally came Donald Gaskins, with whom I am personally acquainted, who, being by me duly sworn, says that Malcolm G. MacNeill is the President, and that he, the said Donald Gaskins is the Assistant Secretary of said corporation that he knows the common seal of said Watauga Vista, Inc., the corporation described in and which executed the foregoing instrument, that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said president and that said president and assistant secretary subscribed their names thereto and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this the 18 day of April, 1972.

My Commission Expires: April 15, 1974
Notary Public Commission No. 12, 1973
 Issued by Governor Jim N. Clark, Sr.

Esther M. Miles
 Notary Public

NORTH CAROLINA
 MACON COUNTY

The foregoing or annexed certificate of Esther M. Miles, a Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Book D-9 at page 173.

This 28 day of April, 1972, at 2:30 o'clock P.M.

John T. Skape
 REGISTER OF DEEDS

Paragraphs Ten, Eleven and Thirteen of the restrictions bearing the date of May 18, 1965, recorded in Book H-7 at page 273 of the Macon County Public Registry are hereby amended and changed so that said paragraphs read as follows:

(10) In the event the owner desires to sell a building lot within the Watauga Vista, Inc., grounds, together with its improvements, if any, then said building lot shall be offered for sale to Watauga Vista, Inc., in writing at the same price at which the highest bona-fide offer, which shall be described in writing to Watauga Vista, Inc., has been made for the lot, and Watauga Vista, Inc. shall have thirty (30) days within which to exercise its option to purchase said property at this price; and should Watauga Vista, Inc., fail or refuse, within thirty (30) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price; then the owner of said property shall have the right to sell said property subject, however, to all covenants and limitations herein contained. Provided, however, that at any time the owner may within his sole discretion, without any permission from anyone, especially Watauga Vista, Inc. have the unrestricted right to execute a mortgage or deed of trust for any lot owned by him and in the event of foreclosure, the purchaser at the foreclosure sale shall not be required to be approved by Watauga Vista, Inc. Such foreclosure sale shall be held without any control being exercised by Watauga Vista, Inc. or its agents or attorneys. No language in paragraph ten shall be construed as being in derogation of the unbridled and unrestricted rights of the owner or owners of said lots to give deeds of trust and mortgages or other credit instruments upon said lots, using them for security.

(11) In the event a property owner desires to sell or lease his building, the sale or lease must be made to a buyer or lessee who has first been approved in writing by the Board of Control. Provided, however, that any property owner who desires to convey his property by deed of trust or mortgage may do so at any time without the approval of the Board of Control, Watauga Vista, or any other person or corporation and that owner shall have the unbridled and unrestricted right to execute and deliver a mortgage or deed of trust on the property restricted herein and in the event of a foreclosure the purchaser at such foreclosure or judicial sale shall not be required to be approved by Watauga Vista, Inc., the Board of Control or any other person, firm or corporation.

(13) In the event that the owner of a building lot desires to sell or lease a building lot, the sale or lease must be completed through and recorded with the Board of Control. This does not preclude the use of an agent in the sale or lease of a Watauga Vista homesite but it does require that either the owner or the agent work through the Watauga Vista officers when selling or leasing such site, provided, however, that any lot owner shall have the unrestricted right to execute a mortgage or deed of trust on the lot or property that he owns in Watauga Vista subdivisions and restricted herein, which are the subject of these covenants, and in the event of foreclosure or sale under any credit instrument, the purchaser at such sale shall not be required to be approved by Watauga Vista, Inc., the Board of Control or any other person, firm or corporation.

Seems to contradict

subject to the covenants and restrictions above referred to and the same is hereby done. All the terms of the original covenants and amendments thereto shall remain in effect except as amended therein.

VI. NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Watauga Vista, Inc. for full value received and in consideration of the obligations of said corporation to the present land owners and the future land owners and on acceptance by the purchasers or land owner of deeds of conveyance for any lots described or referred to herein or in the covenants and restrictions referred to upon the conditions herein set forth and heretofore set forth, does hereby restrict those areas referred to and described in any of those instruments referred to in paragraph III above and further does hereby restrict those areas described as follows:

All of those certain pieces, parcels or tracts of land situate, lying and being in Millshoals Township, Macon County, North Carolina, and Savannah Township, Jackson County, North Carolina, and being particularly described and shown on various plats or maps recorded in the Register of Deeds Office of Jackson County, North Carolina, and Macon County, North Carolina, and said particular lots being referred to by plats, said subdivisions, being lettered numbered and described in the following places in the Public Registry of Macon County, North Carolina:

SECTION	PLAT BOOK	PAGE
A	2	14
1	2	31
3	2	42
2	2	43
4	2	74
B	2	75
5	2	76
6	2	84
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9	2	97
10	2	110
12	2	117
11	2	118
6Addition	3	10
13	3	8
14	3	9
15	3	12
16	3	21

The Jackson County Public Registry:

15	3	13
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Reference is had to all of the covenants and restrictions above referred to in Paragraph III hereof and the covenants and restrictions to said maps are appended by reference hereto and the same are recorded.

VII. The restrictions in the eleven instruments as set forth in Paragraph III are hereby reaffirmed by Watauga Vista, Inc. except as hereinafter stated:

ELEVENTH AMENDMENTS TO COVENANTS, RESTRICTIONS,
EASEMENTS, RESERVATIONS, TERMS AND CONDITIONS
GOVERNING WATAUGA VISTA SUBDIVISION, MILLSHOALS
TOWNSHIP, MACON COUNTY, NORTH CAROLINA, AND
SAVANNAH TOWNSHIP, JACKSON COUNTY, NORTH CAROLINA.

11TH AMEND

I. WHEREAS, Watauga, Inc. is the owner of several separate and distinct areas of land located in Millshoals Township, Macon County, North Carolina, and Savannah Township, Jackson County, North Carolina, and it is developing said tracts of land, and whereas, a large part of the property will be used for roads, water rights of way, sewage disposal, parking areas, drives, dedicated parks or areas and space necessary for access roads and residential use and for other areas of common use necessary for proper enjoyment of the residential areas, and

II. WHEREAS, Watauga Vista, Inc. is a private corporation and expects to deed and convey lots for the tracts hereinafter described and referred to, to individuals, firms or corporations and that said lots shall be subject to the specific covenants, restrictions and obligations hereinafter set forth;

III. AND, WHEREAS, Watauga Vista, Inc. did cause to be recorded, "Covenants, Restrictions and Easements, etc." as follows:

- (1) On the 5th day of September, 1964, Book E-7 at page 124.
- (2) On the 17th day of June, 1965, "Amendments to Covenants, etc." in Book H-7 at page 273.
- (3) On the 25th day of October, 1966, "Second Amendments to Covenants, etc." in Book P-7 at page 41.
- (4) On the 6th day of September, 1967, "Third Amendments to Covenants, etc." in Book T-7 at page 366.
- (5) On the 22nd day of November, 1967, "Fourth Amendments to Covenants, etc." in Book V-7 at page 300.
- (6) On the 5th day of August, 1968, "Fifth Amendments to Covenants, etc." in Book Z-7 at page 145.
- (7) On the 22nd day of January, 1968, "Sixth Amendments to Covenants, etc." in Book C-8 at page 195.
- (8) On the 30th day of July, 1969, "Seventh Amendments to Covenants, etc." in Book F-8 at page 284.
- (9) On the 11th day of September, 1970, "Eighth Amendments to Covenants, etc." in Book O-8 at page 254.
- (10) On the 9th day of December, 1970, and the 10th day of December, 1970, "Ninth Amendments to Covenants, etc." in Macon County, Book R-8 at page 6, and in Jackson County, Book 358 at page 111.
- (11) On the 25th day of October, 1971, "Tenth Amendments to Covenants, etc." in Macon County, North Carolina, in Book Y-8 at page 249, and in Jackson County, North Carolina, on the 6th day of April, 1972, in Book 369 at page 193.

IV. WHEREAS, it is the intention of Watauga Vista, Inc. at this time and by this instrument to further amend the original restrictions and all others listed above as herein set out.

V. WHEREAS, some of the lots referred to in the restrictions set forth above have been sold, all subject to various covenants and restrictions. It is the purpose of this instrument to make all lots described herein or referred to and hereafter conveyed

STATE OF FLORIDA
COUNTY OF DADE

I, Ronald A. Torres, a Notary Public of Dade County, Florida, do hereby certify that on this the 20 day of October 1971, before me personally came Doris C. Brown, with whom I am personally acquainted, who, being by me duly sworn, says that William G. McNeill is the President, and that she, the said Doris C. Brown is the Assistant Secretary of said Corporation, that she knows the common seal of said Watauga Vista, Inc., the corporation described in and which executed the foregoing instrument, that the seal affixed to the foregoing instrument is said common seal, and the name of the Corporation was subscribed thereto by the said President and that said President and Assistant Secretary subscribed their names thereto and said common seal was affixed, all by order of the Board of Directors of said Corporation, and that the said instrument is the act and deed of said Corporation.

WITNESS my hand and Notarial Seal, this the 20 day of October, 1971.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES APR. 26, 1975

Ronald A. Torres (N.P. Seal)
Notary Public

NORTH CAROLINA
MACON COUNTY

The foregoing or annexed certificate of Ronald A. Torres a Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Book 73 at Page 221.

This 25 day of October, 1971, at 1:00 o'clock P. M.

Lake W. Shape
REGISTER OF DEEDS

<p>NORTH CAROLINA MACON COUNTY</p>	<p>TENTH AMENDMENTS TO COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS, TERMS AND CONDITIONS GOVERNING WATAUGA VISTA SUBDIVISION, MILLSHOL TOWNSHIP AND SAVANNAH TOWNSHIP, MACON AND JACKSON COUNTY, NORTH CAROLINA</p>	<p>MONTEITH, COWARD, AND COWARD ATTORNEYS AT LAW 43 W. MAIN STREET SALVA, N. C. 28776</p>
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Y-8

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Reference is had to all of the covenants and restrictions above referred to in Paragraph III hereof and the covenants and restrictions to set maps are appended by reference hereto and the same are recorded.

VIII. The restrictions in the ten instruments as set forth in Paragraph III are hereby reaffirmed by Watauga Vista, Inc. except as hereinafter stated:

This instrument does not change any of the previous amendments and this instrument is placed on the record to include a newly platted area as shown on said map of Section 16. The only change is stated hereafter in Paragraph XII.

IX. These restrictions and covenants stated herein along with the previous covenants and restrictions are reaffirmed and made in conformity with the original covenants recorded in Macon County in Book E-7 at page 124, and especially in conformity with the power to amend therein and each lot owner or property owner does by the acceptance of any deed subject to this, or any preceding restrictive covenant or agreement consent to said amendments and restrictions contained in the original or any amendment thereto inclusive of this one.

X. It has been the custom and policy of the owners and Watauga Vista since the beginning of the subdivision referred to herein to place gates over all the roads and give free access to the owners of said lots. This policy and custom has met with no objection from any lot owner or user. It is expressly agreed and understood that any person buying any of the lands herein described or referred to in paragraph VII above consents to this restriction. Hereafter Watauga Vista, Inc., its successors, assigns, or lessees shall have the right to place protective gates across all roads and it is affirmed that Watauga Vista has had and retained this right from the beginning of its development. All of the previous amendments, covenants and restrictions are incorporated herein and shall be referred to in deeds or other instruments made in conformity herewith by owners of the lots herein described referring to the book and page number of this instrument as it is recorded in Jackson and Macon Counties, North Carolina.

GATES

XI. Unless any part of the covenants or restrictions or amendments thereto is shown herein, the previous ten instruments of restrictions and covenants shall remain as they are and as amended and none of the covenants, easements, reservations, terms and conditions governing these sections is altered or changed and specifically these sections herein restricted are restricted in the exact language except where they conflict with the terms hereof. The terms of this instrument shall prevail over the terms of the ten preceding instruments with reference to the covenants and restrictions.

IN TESTIMONY WHEREOF, Watauga Vista, Inc. has caused these presents to be executed in its corporate name and its corporate seal to be hereunto affixed, by its President, duly attested by its Assistant Secretary, by authority of its Board of Directors on the 20th day of October, 1971.

WATAUGA VISTA, INC.

ATTEST: (Pop. Seal)
Doris C. Brown
Assistant Secretary

By: Malcolm H. Mac Mill
President

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IV. WHEREAS, it is the ^{Y-X}intention of Watauga Vista, Inc. at this time and by this instrument to further amend the original restrictions and all others listed above as herein set out.

V. WHEREAS, some of the lots referred to in the restrictions set forth above have been sold, all subject to various covenants and restrictions. It is the purpose of this instrument to make all lots described herein or referred to and hereafter conveyed subject to the covenants and restrictions above referred to and the same is hereby done. All the terms of the original covenants and restrictions above referred to and the same is hereby done. All the terms of the original covenants and amendments thereto shall remain in effect except as amended therein.

VI. NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Watauga Vista, Inc. for full value received and in consideration of the obligations of said corporation to the present land owners and the future land owners and on acceptance by the purchasers or land owner of deeds of conveyance for any lots described or referred to herein or in the covenants and restrictions referred to upon the conditions herein set forth and heretofore set forth, does hereby restrict those areas referred to in those instruments listed in Paragraph III above and further does hereby restrict those areas described as follows:

All of those certain pieces, parcels or tracts of land situate, lying and being in Millshoals Township, Macon County, North Carolina, and Savannah Township, Jackson County, North Carolina, and being particularly described and shown on various plats or maps recorded in the Register of Deeds Office of Jackson County, North Carolina, and Macon County, North Carolina, and said particular lots being described as follows:

No. 19. All those lots set out on a map or plat of Watauga Vista Subdivision, Section 16, Millshoals Township, Macon County, North Carolina, as surveyed and mapped by Irving C. Hoffman, and certified on the 8th day of June, 1971, to which reference is hereby had, in Macon County, North Carolina, for a full and complete description of said lands, roads and access areas as shown and described.

VII. All of the maps of Watauga Vista, Inc. Subdivision are lettered, numbered and described in the following places in the Public Registry of Macon County, North Carolina:

SECTION	PLAT BOOK	PAGE
A	2	14
1	2	31
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4	2	74
B	2	75
5	2	76
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12	2	117
11	2	118
6 Addition	3	10
13	3	8
14	3	9
15	3	12
16	3	21

The Jackson County Public Registry:

15	3	13
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25 OCT 1971

Y-8

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4 PAGES

10TH AMEND

TENTH AMENDMENTS TO COVENANTS, RESTRICTIONS, EASEMENTS,
RESERVATIONS, TERMS AND CONDITIONS GOVERNING WATAUGA
VISTA SUBDIVISION, MILLSHOAL TOWNSHIP AND SAVANNAH
TOWNSHIP, MACON AND JACKSON COUNTIES, NORTH CAROLINA

I. WHEREAS, Watauga Vista, Inc. is the owner of several separate and distinct areas of land located in Millshoals Township, Macon County, North Carolina, and Savannah Township, Jackson County, North Carolina, and it is developing said tracts of land, and whereas, a large part of the property will be used for roads, water rights of way, sewage disposal, parking areas, drives, dedicated parks or areas and space necessary for access roads and residential use and for other areas of common use necessary for proper enjoyment of the residential areas, and

II. WHEREAS, Watauga Vista, Inc. is a private corporation and expects to deed and convey lots from the tracts hereinafter described to individuals, firms or corporations and that said lots shall be subject to the specific covenants, restrictions and obligations hereinafter set forth;

III. AND, WHEREAS, Watauga Vista, Inc. did cause to be recorded, "Covenants, Restrictions and Easements, etc." as follows:

- (1) On the 5th day of September, 1964, Book E-7 at Page 124.
- (2) On the 17th day of June, 1965, "Amendments to Covenants, etc." in Book H-7 at page 273.
- (3) On the 25th day of October, 1966, "Second Amendments to Covenants, etc." in Book P-7 at page 41.
- (4) On the 6th day of September, 1967, "Third Amendments to Covenants, etc." in Book T-7 at Page 366.
- (5) On the 22nd day of November, 1967, "Fourth Amendments to Covenants, etc. in Book V-7 at page 300.
- (6) On the 5th day of August, 1968, "Fifth Amendments to Covenants, etc." in Book Z-7 at page 145.
- (7) On the 22nd day of January, 1968, "Sixth Amendments to Covenants, etc." in Book C-8 at page 195.
- (8) On the 30th day of July, 1969, "Seventh Amendments to Covenants, etc." in Book F-8 at page 284.
- (9) On the 11th day of September, 1970, "Eighth Amendments to Covenants, etc." in Book O-8 at page 254.
- (10) On the 9th day of December, 1970, and the 10th day of December, 1970, "Ninth Amendments to Covenants, etc." in Macon County, Book R-8 at page 6, and in Jackson County, Book 358 at page 111.

All the instruments hereinabove set forth are recorded as above specified.

STATE OF FLORIDA
COUNTY OF DADE

I, Doris C. Brown, a Notary Public of Dade County, Florida, do hereby certify that on this the 2nd day of December, 1970, before me personally came Donna Bomback, with whom I am personally acquainted, who, being by me duly sworn, says that Malcolm G. MacNeill is the President, and that she, the said Donna Bomback, is the Assistant Secretary of said corporation, that she knows the common seal of said Watauga Vista, Inc. the corporation described in and which executed the foregoing instrument, that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said President and that said President and Assistant Secretary subscribed their names thereto and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this the 2nd day of December, 1970.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JUNE 13, 1971

Doris C. Brown
Notary Public Seal

NORTH CAROLINA
MACON COUNTY

The foregoing or annexed certificate of Doris C. Brown, a Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Book R-8 at page 6.

This 9 day of December, 1970, at 9:30 o'clock A. M.

Robert H. Stapp
REGISTER OF DEEDS

NORTH CAROLINA
JACKSON COUNTY

The foregoing or annexed certificate of _____ a Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Book _____ at page _____.

This _____ day of _____, 1970, at _____ o'clock _____ M.

REGISTER OF DEEDS

JACKSON CO
ADD

X. It is expressly pointed out that part of the lands herein described in Section 15 are located in Jackson County and part are revised lots as shown on said map from other sections heretofore recorded in Macon County, North Carolina. All of the previous amendments, covenants and restrictions and the original covenants and restrictions are incorporated as aforestated herein and shall be referred to in deeds or other instruments made in conformity herewith by owners of the lots herein described referring to the book and page number of this instrument as it is recorded in Jackson County, North Carolina.

XI. Unless any part of the covenants and restrictions or amendments thereto is shown herein, the previous nine instruments shall remain as they are and as amended and none of the covenants, easements, reservations, terms and conditions governing these sections is altered or changed and specifically these sections herein restricted are restricted in the exact language except where they conflict with the terms hereof. The terms of this instrument shall prevail over the terms of the nine preceding instruments with reference to the covenants and restrictions.

IN TESTIMONY WHEREOF, Watauga Vista, Inc. has caused these presents to be executed in its corporate name and its corporate seal to be hereunto affixed, by its President, duly attested by its Assistant Secretary, by authority of its Board of Directors on the 21st day of ^{December} ~~November~~, 1970.

WATAUGA VISTA, INC.

By: *Walter G. McNeil*
President

ATTEST:
Donna Bomback
Assistant Secretary

Corp. Seal

VII. All of the maps of Watauga Vista, Inc. subdivision are lettered, numbered and described in the following places in the Public Registry of Macon County, North Carolina:

SECTION	PLAT BOOK	PAGE
A	2	14
1	2	31
3	2	42
2	2	43
4	2	74
B	2	75
5	2	76
6	2	84
4a	2	85
8	2	83
7	2	96
9	2	97
10	2	110
12	2	117
11	2	118
6 Addition	3	10
13	3	8
14	3	9
15	3	12

In Jackson County Public Registry:

15	3	13
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All of said covenants and restrictions are attached hereto and made a part hereof and recorded in Jackson County, North Carolina.

VIII. The restrictions in the nine instruments as set forth in paragraph III above are hereby reaffirmed by Watauga Vista, Inc. except as hereinafter stated:

There are no changes in previous amendments and this instrument is placed on the record to include new platted areas as shown on said map of section 15.

IX. These restrictions and covenants stated herein along with the previous covenants and restrictions are reaffirmed and made in conformity with the original covenants recorded in Macon County in Book E-7 at page 124, and especially in conformity with the power to amend therein and each lot owner or property owner does by the acceptance of any deed subject to this or any preceding restrictive covenant or agreement consent to said amendments and restrictions contained in the original or any amendment thereto.

IV. WHEREAS, it is the intention of Watauga Vista, Inc. at this time and by this instrument to further amend the original restrictions and all others listed above as herein set out.

V. WHEREAS, some of the lots referred to in the restrictions set forth above have been sold, all subject to various covenants and restrictions. It is the purpose of this instrument to make all lots described herein or referred to and hereafter conveyed subject to the covenants and restrictions above referred to and the same is hereby done. All the terms of the original covenants and amendments thereto shall remain in effect except as amended therein.

VI. NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Watauga Vista, Inc. for full value received and in consideration of the obligations of said corporation to the present land owners and the future land owners and on acceptance by the purchasers or land owner of deeds of conveyance for any lots described or referred to herein or in the covenants and restrictions referred to upon the conditions herein set forth and heretofore set forth, does hereby restrict those areas referred to in those instruments listed in paragraph III above and further does hereby restrict those areas described as follows:

All of those certain pieces, parcels or tracts of land situate, lying and being in Millshoals Township, Macon County, North Carolina, and Savannah Township, Jackson County, North Carolina, and being particularly described and shown on various plats or maps recorded in the Register of Deeds Office of Jackson County, North Carolina, and Macon County, North Carolina, and said particular lots being described as follows:

(18) Those lots set out on a map or plat of Watauga Vista Subdivision, Section 15, Millshoals Township, Macon County, North Carolina, and Savannah Township, Jackson County, North Carolina, as surveyed and mapped by Irving C. Hoffman, November 10, 1970, and recorded in Plat Book 3 at page 13, to which reference is hereby had in Jackson County, North Carolina, and Plat Book 3 at page 12 in Macon County, North Carolina to which reference is hereby had for a full and complete description of said lands, roads and access areas shown and described.

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R-8

5 PAGES

9TH - AMEND

NINTH AMENDMENTS TO COVENANTS, RESTRICTIONS,
EASEMENTS, RESERVATIONS, TERMS AND CONDITIONS
GOVERNING WATAUGA VISTA SUBDIVISION, MILLSHOALS
TOWNSHIP, MACON COUNTY, NORTH CAROLINA, AND
SAVANNAH TOWNSHIP, JACKSON COUNTY, NORTH CAROLINA.

I. WHEREAS, Watauga Vista, Inc. is the owner of several separate and distinct areas of land located in Mills Shoals Township, Macon County, North Carolina, and Savannah Township, Jackson County, North Carolina, and is developing said tracts of land, and whereas, a large part of the property will be used for roads, water rights of way, sewage disposal, parking areas, drives, dedicated parks or areas and space necessary for access roads and residential use and for other areas of common use necessary for proper enjoyment of the residential areas, and

II. Whereas, Watauga Vista, Inc. is a private corporation and expects to deed and convey lots from the tracts hereinafter described to individuals, firms or corporations and that said lots shall be subject to the specific covenants, restrictions and obligations hereinafter set forth;

III. And, whereas, Watauga Vista, Inc. did cause to be recorded, "Covenants, Restrictions and Easements, etc." as follows:

- (1) On the 5th day of September, 1964, Book E-7 at page 124.
- (2) On the 17th day of June, 1965, "Amendments to Covenants, etc." in Book H-7 at page 273.
- (3) On the 25th day of October, 1966, "Second Amendments to Covenants, etc." in Book P-7 at page 41.
- (4) On the 6th day of September, 1967, "Third Amendments to Covenants, etc." in Book T-7 at page 366.
- (5) On the 22nd day of November, 1967, "Fourth Amendments to Covenants, etc." in Book V-7 at page 300.
- (6) On the 5th day of August, 1968, "Fifth Amendments to Covenants, etc." in Book Z-7 at page 145.
- (7) On the 22nd day of January, 1968, "Sixth Amendments to Covenants, etc." in Book C-8 at page 195.
- (8) On the 30th day of July, 1969, "Seventh Amendments to Covenants, etc." in Book F-8 at page 284.
- (9) On the 11th day of September, 1970, "Eighth Amendments to Covenants, etc." in Book O-8 at page 254.

STATE OF FLORIDA
COUNTY OF DADE

I, [Signature], a Notary Public of Dade County, Florida, do hereby certify that on this the 17 day of September, 1970, before me personally came Donna Bomback, with whom I am personally acquainted, who, being by me duly sworn, says that Malcolm G. MacNeill is the President, and that she, the said Donna Bomback, is the Assistant Secretary of said corporation, that she knows the common seal of said Watauga Vista, Inc. the corporation described in and which executed the foregoing instrument, that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said President and that said President and Assistant Secretary subscribed their names thereto and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this the 17 day of September, 1970.

SEAL
NOTARY PUBLIC OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCTOBER 1, 1973
BOARDED THROUGH FRED W. DISTELHORST

[Signature]
Notary Public

NORTH CAROLINA
MACON COUNTY

The foregoing or annexed certificate of Elaine M. Orr, a Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Book

0-8 at page 254

This 17 day of September, 1970, at 1:30 o'clock P. M.

[Signature]
REGISTER OF DEEDS

254

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or property owner does by the acceptance of any deed subject to this or any preceding restrictive agreement consent to said amendments and restrictions contained in the original or any amendment thereto.

X. Other than these changes or additions which relate to all areas as referred to in this instrument and the eight preceding instruments, none of the covenants, easements, reservations, terms and conditions governing these sections is altered or changed and specifically, the sections herein restricted are restricted in the exact language except where they conflict with the terms hereof. The terms of this instrument shall prevail over the terms of the eight preceding instruments with reference to the covenants and restrictions.

IN TESTIMONY WHEREOF, Watauga Vista, Inc. has caused these presents to be executed in its corporate name and its corporate seal to be hereunto affixed, by its President, duly attested by its Assistant Secretary, by authority of its Board of Directors on the 11th day of September 1970.

ATTEST:
Donna Lomback
Assistant Secretary
SEAL

WATAUGA VISTA, INCORPORATED
By: W. W. ...
President

be parked on the premises of any lot only when it is garaged so that the trailer or mobile home cannot be seen from the outside, in an approved plan set forth in those paragraphs requiring approved plans. No travel trailer or boat trailer shall be placed upon a lot unless it is garaged in a closed garage and approved in the overall plan as set forth in the previous covenants and restrictions.

At the time that the plans are approved and construction begins the lot owner must post \$500.00 in cash with the Board to insure compliance with the paragraph with reference to construction within one year. If the outside of the house is completed within one year the money will be refunded to the owner with 6% interest. If the outside is not completed within one year said \$500.00 will be forfeited to Watauga Vista, Inc. as damages and thereafter Watauga Vista, Inc. may pursue the remedies to enforce these articles as provided herein. The purpose of this amendment is to insure that even if a building is not completed that it may be made presentable with the use of said funds by Watauga Vista, Inc.

As a further restriction and in connection with paragraph 16 of the covenants, restrictions, and easements recorded in Book R-7 at page 273, every dwelling house completed on the lands covered by these articles must have a permanent type plumbing and running water and permanent type sewage disposal system. No temporary water, plumbing, or sewage system is allowed.

IX. The amendments contained herein and these restrictions and covenants stated herein along with the previous covenants and restrictions are reaffirmed and made in conformity with the original covenants recorded in Book E-7 at page 124 and especially in conformity with the power to amend therein and each lot owner

(11) These lots set out in the map or plat of Watauga Vista Subdivision, Section 14, Millsboals Township, Macon County, North Carolina, surveyed and mapped by Irving C. Hoffman, Jr., July 27, 1970, recorded in Plat Book 3 at page 9, to which reference is hereby had for a full and complete description of said lands, roads and areas shown and described.

VII. All of the maps of Watauga Vista, Inc. subdivision are lettered, numbered and described in the following places in the Public Registry of Macon County, North Carolina:

SECTION	PLAT BOOK	PAGE
A	2	14
1	2	31
3	2	42
2	2	43
4	2	74
B	2	75
5	2	76
6	2	84
4a	2	85
8	2	83
7	2	96
9	2	97
10	2	110
12	2	117
11'	2	118
6 Addition	3	10
13	3	8
14	3	9

VIII. The restrictions in the eight instruments as set forth in paragraph III above are hereby reaffirmed by Watauga Vista, Inc. except as hereinafter stated:

Watauga Vista, Inc. reserves to itself all springs located on any lot, along with the right to impound the flow thereof and install underground water pipelines and to convey and assign the use of the flow thereof to other lot owners and to go upon the lands whereon the same is located to install, maintain and repair water systems. However, the lot owner shall have the right to use water from said spring or springs for domestic purposes and to impound the flow thereof and to install a water pipeline system for their individual use.

In addition to the restrictions and in explanation of the previous restrictions referred to above, no type of trailer or mobile home may be allowed on any lot except that the same shall

~~WATER~~

V. WHEREAS, some of the lots referred to in the restrictions set forth above have been sold, all subject to various covenants and restrictions. It is the purpose of this instrument to make all lots described herein or referred to and hereafter conveyed subject to the covenants and restrictions above referred to and the same is hereby done. All the terms of the original covenants and amendments thereto shall remain in effect except as amended therein.

VI. NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Watauga Vista, Inc. for full value received and in consideration of the obligations of said corporation to the present land owners and future land owners, and on the acceptance by any purchaser or land owner of deeds of conveyance for any lot described or referred to herein or in the covenants and restrictions referred to upon the conditions herein set forth and heretofore set forth, does hereby restrict those areas referred to in those instruments listed in paragraph III above and further does hereby restrict those areas described as follows:

All of those certain pieces, parcels or tracts of land situate lying and being in Millshoals Township, Macon County, North Carolina, and being particularly described and shown on various maps or plats recorded in the Register of Deeds Office of Macon County, North Carolina, said particular lots being described as follows:

(16) Those two lots set out in a map or plat of an addition to Watauga Vista Subdivision, Section 6, Millshoals Township, Macon County, North Carolina, surveyed and mapped by Irving C. Hoffman, July 7, 1970, recorded in Plat Book 3 at page 10, to which reference is hereby had for a full and complete description of said lands, roads and areas shown and described.

(17) Those lots set out in a map or plat of Watauga Vista Subdivision, Section 13, Millshoals Township, Macon County, North Carolina, surveyed and mapped by Irving C. Hoffman, May 27, 1970, recorded in Plat Book 3 at page 8, to which reference is hereby had for a full and complete description of said lands, roads and areas shown and described.

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6 PAGES

8th AMEND

EIGHTH AMENDMENTS TO COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS, TERMS AND CONDITIONS GOVERNING WATAUGA VISTA SUBDIVISION, MILLSHOALS TOWNSHIP, MACON COUNTY, NORTH CAROLINA.

I. WHEREAS, Watauga Vista, Inc. is the owner of several separate and distinct areas of land located in Millshoals Township, Macon County, North Carolina, and is developing said tracts of land, and whereas a large part of the property will be used for roads, water rights of way, sewage disposal, parking areas, drives, dedicated parks or areas, and space necessary for access roads and for residential use, and for other areas of common use necessary for proper enjoyment of the residential areas, and

II. WHEREAS, Watauga Vista, Inc. is a private corporation and expects to deed and convey lots from the tracts hereinafter described to individuals, firms or corporations and that said lots shall be subject to the specific covenants, restrictions and obligations hereinafter set forth;

III. AND, WHEREAS, Watauga Vista, Inc. did cause to be recorded, "Covenants, Restrictions and Easements, etc." as follows:

- (1) On the 5th day of September, 1964, Book E-7 at page 124.
- (2) On the 17th day of June, 1965, "Amendments to Covenants, etc." in Book H-7 at page 273.
- (3) On the 25th day of October, 1966, "Second Amendments to Covenants, etc." in Book P-7 at page 41.
- (4) On the 6th day of September, 1967, "Third Amendments to Covenants, etc." in Book T-7 at page 366.
- (5) On the 22nd day of November, 1967, "Fourth Amendments to Covenants, etc." in Book V-7 at page 300.
- (6) On the 5th day of August, 1968, "Fifth Amendments to Covenants, etc." in Book Z-7 at page 145.
- (7) On the 22nd day of January, 1968, "Sixth Amendments to Covenants, etc." in Book C-8 at page 195.
- (8) On the 30th day of July, 1969, "Seventh Amendments to Covenants, etc." in Book F-8 at page 284.

IV. WHEREAS, it is the intention of Watauga Vista, Inc. at this time and by this instrument to further amend the original restrictions and all others listed above as herein set out.

STATE OF FLORIDA
COUNTY OF DADE

I, [Signature], a Notary Public of Dade County, Florida, do hereby certify that on this the 17th day of September, 1970, before me personally came Donna Bomback, with whom I am personally acquainted, who, being by me duly sworn, says that Malcolm G. MacNeill is the President, and that she, the said Donna Bomback, is the Assistant Secretary of said corporation, that she knows the common seal of said Watauga Vista, Inc. the corporation described in and which executed the foregoing instrument, that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said President and that said President and Assistant Secretary subscribed their names thereto and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this the 17th day of September, 1970.

SEAL
NOTARY PUBLIC OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 12/31/73
BONDED THROUGH FRED W. DISTELHORST

[Signature]
Notary Public

NORTH CAROLINA
MACON COUNTY

The foregoing or annexed certificate of Elaine M. Carr, a Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Book

0-8 at page 254

This 17 day of September, 1970, at 1:30 o'clock P.M.

[Signature]
REGISTER OF DEEDS

254

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254

or property owner does by the acceptance of any deed subject to this or any preceding restrictive agreement consent to said amendments and restrictions contained in the original or any amendment thereto.

X. Other than these changes or additions which relate to all areas as referred to in this instrument and the eight preceding instruments, none of the covenants, easements, reservations, terms and conditions governing these sections is altered or changed and specifically, the sections herein restricted are restricted in the exact language except where they conflict with the terms hereof. The terms of this instrument shall prevail over the terms of the eight preceding instruments with reference to the covenants and restrictions.

IN TESTIMONY WHEREOF, Watauga Vista, Inc. has caused these presents to be executed in its corporate name and its corporate seal to be hereunto affixed, by its President, duly attested by its Assistant Secretary, by authority of its Board of Directors on the 11th day of September 1970.

ATTEST:

Dennis Lombard
Assistant Secretary
SEAL

WATAUGA VISTA, INCORPORATED

By: W. M. ...
President

be parked on the premises of any lot only when it is garaged so that the trailer or mobile home cannot be seen from the outside, in an approved plan set forth in those paragraphs requiring approved plans. No travel trailer or boat trailer shall be placed upon a lot unless it is garaged in a closed garage and approved in the overall plan as set forth in the previous covenants and restrictions.

At the time that the plans are approved and construction begins the lot owner must post \$500.00 in cash with the Board to insure compliance with the paragraph with reference to construction within one year. If the outside of the house is completed within one year the money will be refunded to the owner with 6% interest. If the outside is not completed within one year said \$500.00 will be forfeited to Watauga Vista, Inc. as damages and thereafter Watauga Vista, Inc. may pursue the remedies to enforce these articles as provided herein. The purpose of this amendment is to insure that even if a building is not completed that it may be made presentable with the use of said funds by Watauga Vista, Inc.

As a further restriction and in connection with paragraph 16 of the covenants, restrictions, and easements recorded in Book R-7 at page 273, every dwelling house completed on the lands covered by these articles must have a permanent type plumbing and running water and permanent type sewage disposal system. No temporary water, plumbing, or sewage system is allowed.

IX. The amendments contained herein and these restrictions and covenants stated herein along with the previous covenants and restrictions are reaffirmed and made in conformity with the original covenants recorded in Book E-7 at page 124 and especially in conformity with the power to amend therein and each lot owner

(RE THESE LOTS SET OUT IN THE MAP OR PLAT OF WATAUGA VISTA SUBDIVISION, SECTION 14, MILLSBOARDS TOWNSHIP, MACON COUNTY, NORTH CAROLINA, SURVEYED AND MAPPED BY IRVING C. HOFFMAN, JR., JULY 27, 1970, RECORDED IN PLAT BOOK 3 AT PAGE 9, TO WHICH REFERENCE IS HEREBY HAD FOR A FULL AND COMPLETE DESCRIPTION OF SAID LANDS, ROADS AND AREAS SHOWN AND DESCRIBED.

VII. All of the maps of Watauga Vista, Inc. subdivision are lettered, numbered and described in the following places in the Public Registry of Macon County, North Carolina:

SECTION	PLAT BOOK	PAGE
A	2	14
1	2	31
3	2	42
2	2	43
4	2	74
B	2	75
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7	2	96
9	2	97
10	2	110
12	2	117
11	2	118
6 Addition	3	10
13	3	8
14	3	9

VIII. The restrictions in the eight instruments as set forth in paragraph III above are hereby reaffirmed by Watauga Vista, Inc. except as hereinafter stated:

Watauga Vista, Inc. reserves to itself all springs located on any lot, along with the right to impound the flow thereof and install underground water pipelines and to convey and assign the use of the flow thereof to other lot owners and to go upon the lands whereon the same is located to install, maintain and repair water systems. However, the lot owner shall have the right to use water from said spring or springs for domestic purposes and to impound the flow thereof and to install a water pipeline system for their individual use.

In addition to the restrictions and in explanation of the previous restrictions referred to above, no type of trailer or mobile home may be allowed on any lot except that the same shall

~~WATER~~

V. WHEREAS, some of the lots referred to in the restrictions set forth above have been sold, all subject to various covenants and restrictions. It is the purpose of this instrument to make all lots described herein or referred to and hereafter conveyed subject to the covenants and restrictions above referred to and the same is hereby done. All the terms of the original covenants and amendments thereto shall remain in effect except as amended therein.

VI. NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Watauga Vista, Inc. for full value received and in consideration of the obligations of said corporation to the present land owners and future land owners, and on the acceptance by any purchaser or land owner of deeds of conveyance for any lot described or referred to herein or in the covenants and restrictions referred to upon the conditions herein set forth and heretofore set forth, does hereby restrict those areas referred to in those instruments listed in paragraph III above and further does hereby restrict those areas described as follows:

All of those certain pieces, parcels or tracts of land situate lying and being in Millshoals Township, Macon County, North Carolina, and being particularly described and shown on various maps or plats recorded in the Register of Deeds Office of Macon County, North Carolina, said particular lots being described as follows:

(16) Those two lots set out in a map or plat of an addition to Watauga Vista Subdivision, Section 6, Millshoals Township, Macon County, North Carolina, surveyed and mapped by Irving C. Hoffman, July 7, 1970, recorded in Plat Book 3 at page 10, to which reference is hereby had for a full and complete description of said lands, roads and areas shown and described.

(17) Those lots set out in a map or plat of Watauga Vista Subdivision, Section 13, Millshoals Township, Macon County, North Carolina, surveyed and mapped by Irving C. Hoffman, May 27, 1970, recorded in Plat Book 3 at page 8, to which reference is hereby had for a full and complete description of said lands, roads and areas shown and described.

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6 PAGES

8th AMEND

EIGHTH AMENDMENTS TO COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS, TERMS AND CONDITIONS GOVERNING WATAUGA VISTA SUBDIVISION, MILLSHOALS TOWNSHIP, MACON COUNTY, NORTH CAROLINA.

I. WHEREAS, Watauga Vista, Inc. is the owner of several separate and distinct areas of land located in Mills Shoals Township, Macon County, North Carolina, and is developing said tracts of land, and whereas a large part of the property will be used for roads, water rights of way, sewage disposal, parking areas, drives, dedicated parks or areas, and space necessary for access roads and for residential use, and for other areas of common use necessary for proper enjoyment of the residential areas, and

II. WHEREAS, Watauga Vista, Inc. is a private corporation and expects to deed and convey lots from the tracts hereinafter described to individuals, firms or corporations and that said lots shall be subject to the specific covenants, restrictions and obligations hereinafter set forth;

III. AND, WHEREAS, Watauga Vista, Inc. did cause to be recorded, "Covenants, Restrictions and Easements, etc." as follows:

- (1) On the 5th day of September, 1964, Book E-7 at page 124.
- (2) On the 17th day of June, 1965, "Amendments to Covenants, etc." in Book H-7 at page 273.
- (3) On the 25th day of October, 1966, "Second Amendments to Covenants, etc." in Book P-7 at page 41.
- (4) On the 6th day of September, 1967, "Third Amendments to Covenants, etc." in Book T-7 at page 366.
- (5) On the 22nd day of November, 1967, "Fourth Amendments to Covenants, etc." in Book V-7 at page 300.
- (6) On the 5th day of August, 1968, "Fifth Amendments to Covenants, etc." in Book Z-7 at page 145.
- (7) On the 22nd day of January, 1968, "Sixth Amendments to Covenants, etc." in Book C-8 at page 195.
- (8) On the 30th day of July, 1969, "Seventh Amendments to Covenants, etc." in Book F-8 at page 284.

IV. WHEREAS, it is the intention of Watauga Vista, Inc. at this time and by this instrument to further amend the original restrictions and all others listed above as herein set out.

STATE OF FLORIDA
COUNTY OF DADE

I, Lois M. Orr, a Notary Public of and for the County of Dade, State of Florida, do hereby certify that on this the 18th day of July 1969, before me personally came Donna Bomback, with whom I am personally acquainted, who, being by me duly sworn, says that Malcolm G. MacNeill is the President, and that she, the said Donna Bomback, is the Assistant Secretary of said corporation, that she knows the common seal of said Watauga Vista, Inc. the corporation described in and which executed the foregoing instrument, that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said President and that said President and Assistant Secretary subscribed their names thereto and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this the 18th day of July 1969.

My Commission Expires: SEAL

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 27, 1973
BONDED THROUGH FRED W. DISTELHORST

Lois M. Orr
Notary Public

NORTH CAROLINA
MACON COUNTY

The foregoing or annexed certificate of Lois M. Orr, a Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Book F-8 at page 284.

This 30 day of July, 1969, at 10:30 o'clock A.M.

Robert V. Shape
REGISTER OF DEEDS

shall be subject to this restriction: No building shall be erected with any enclosed floor space of less than 1,000 square feet exclusive of carports, patios, terraces and gazebos. There is no minimum requirement as regards of construction costs, however, it is the intention of Watauga Vista, Inc. and it has determined to restrict and control buildings and all construction through its own architectural consultant and especially the Board of Control, and it shall be in the best interests of the property owners and home owners and Watauga Vista, Inc. and it is absolutely necessary that each lot owner construct buildings of good quality with good workmanship.

IX. This amendment and all of the restrictions and covenants, etc. stated herein and reaffirmed herein have been made in conformity with the original covenants recorded in Book E-7 at page 124 and especially in conformity with the power to amend stated therein and each lot owner or property owner does by the acceptance of any deed subject to this or any preceding restrictive agreement consent to said amendments and restrictions contained in the original or any amendment thereto.

X. Other than these changes or additions which relate to all areas as referred to in this instrument and the seven preceding instruments, none of the covenants, easements, reservations, terms and conditions governing these sections is altered or changed and specifically, the sections herein restricted are restricted in the exact language except where they conflict with the terms hereof. The terms of this instrument shall prevail over the terms of the seven preceding instruments with reference to the covenants and restrictions.

IN TESTIMONY WHEREOF, Watauga Vista, Inc. has caused these presents to be executed in its corporate name and its corporate seal to be hereunto affixed, by its President, duly attested by its Assistant Secretary, by authority of its Board of Directors on the 11th day of July, 1969.

ATTEST: Seal
Norma Bombach
 Assistant Secretary

WATAUGA VISTA, INCORPORATED
 By: Wanda S. White
 President

VI. NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Watauga Vista, Inc. for full value received and in consideration of the obligations of said corporation to the present land owners and future owners, and on the acceptance by them of deeds of conveyance for any lot described or referred to therein upon the conditions herein set forth and heretofore set forth, does hereby restrict those areas referred to in those instruments listed in paragraph III above and further does hereby restrict those areas described as follows:

All of those certain pieces, parcels or tracts of land situate, lying and being in Millsheals Township, Macon County, North Carolina, and being particularly described and shown on various maps or plats recorded in the Register of Deeds Office of Macon County, North Carolina, said particular lots being described as follows:

(14) Those lots set out in the map or plat of Watauga Vista, Subdivision, Section 11, Millsheals Township, Macon County, North Carolina, surveyed and mapped by Bob Swan, July, 1969, recorded in Plat Book 2 at page 118, to which reference is hereby made for a full and complete description of said lands, roads and areas shown and described.

(15) Those lots set out in the map or plat of Watauga Vista, Subdivision, Section 12, Millsheals Township, Macon County, North Carolina, surveyed and mapped by Bob Swan, June, 1969, recorded in Plat Book 2 at page 117, to which reference is hereby made for a full and complete description of said lands, roads and areas shown and described.

VII. All of the maps of Watauga Vista, Inc. subdivision are lettered, numbered and described in the following places in the Public Registry of Macon County, North Carolina:

SECTION	PLAT BOOK	PAGE
A	2	14
1	2	31
3	2	42
2	2	43
4	2	74
B	2	75
5	2	76
6	2	84
4a	2	85
8	2	83
7	2	96
9	2	97
10	2	110
11	2	118
12	2	117

VIII. The restrictions in the seven instruments set forth in paragraph III above are hereby reaffirmed by Watauga Vista, Inc. except as hereinafter stated:

Hereafter, as to all sections, including all lots now owned by Watauga Vista, Inc. or hereafter acquired by Watauga Vista, Inc. and hereafter conveyed

SEVENTH AMENDMENTS TO COVENANTS, RESTRICTIONS, EASEMENTS,
RESERVATIONS, TERMS AND CONDITIONS GOVERNING WATAUGA
VISTA SUBDIVISION, HILLSHOALS TOWNSHIP, MACON COUNTY,
NORTH CAROLINA.

I. WHEREAS, Watauga Vista, Inc. is the owner of several separate and distinct areas of land located in Millshoals Township, Macon County, North Carolina, and is developing said tracts of land, and whereas a large part of the property will be used for roads, water rights of way, sewage disposal, parking areas, drives, dedicated parks or areas, and space necessary for access roads and for residential use, and for other areas of common use necessary for proper enjoyment of the residential areas, and

II. WHEREAS, Watauga Vista, Inc. is a private corporation and expects to deed and convey lots from the tracts hereinafter described to individuals, firms or corporations and that said lots shall be subject to the specific covenants, restrictions and obligations hereinafter set forth;

III. AND, WHEREAS, Watauga Vista did cause to be recorded "Covenants, Restrictions and Easements, etc." as follows:

- (1) On the 5th day of September, 1964, Book Z-7 at page 124.
- (2) On the 17th day of June, 1965, "Amendments to Covenants, etc." in Book H-7 at page 273.
- (3) On the 25th day of October, 1966, "Second Amendments to Covenants, etc." in Book P-7 at page 41.
- (4) On the 6th day of September, 1967, "Third Amendments to Covenants, etc." in Book I-7 at page 366.
- (5) On the 22nd day of November, 1967, "Fourth Amendments to Covenants, etc." in Book V-7 at page 300.
- (6) On the 5th day of August, 1968, "Fifth Amendments to Covenants, etc." in Book Z-7 at page 145.
- (7) On the 22 day of January, 1968, "Sixth Amendments to Covenants, etc." in Book C-8 at page 195.

IV. It is the intention of Watauga Vista, Inc. at this time and by this instrument to further amend the original restrictions and all others listed above as herein set out.

V. WHEREAS, some of the lots referred to in the restrictions set forth above have been sold, all subject to various covenants and restrictions. It is the purpose of this instrument to make all lots described herein or referred to and hereafter conveyed subject to the covenants and restrictions above referred to and the same is hereby done. All the terms of the original covenants and amendments thereto shall remain in effect except as amended therein.

STATE OF FLORIDA
DADE COUNTY

I, Doris C. Brown, a Notary Public of and for the County of Dade, State of Florida, do hereby certify that on this the 2nd day of December, 1968, before me personally came Donald E. Gaskins, with whom I am personally acquainted, who, being by me duly sworn, says that Malcolm G. MacNeill is the President, and that he, the said Donald E. Gaskins, is the Assistant Secretary of Watauga Vista, Inc. the corporation described in, and which executed the foregoing instrument, that he knows the common seal of said corporation, that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said President and that said President and Assistant Secretary subscribed their names thereto and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this the 2nd day of December, 1968.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JUNE 13, 1971

Doris C. Brown
Notary Public
Seal

NORTH CAROLINA
MACON COUNTY

The foregoing or annexed certificate of Doris C. Brown, a Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Book C-8 at page 195.

This 22 day of January, 1969, at 9:30 o'clock
A.M.

Lake W. Shope
REGISTER OF DEEDS

and lot owner to construct buildings of good quality with good workmanship.

All the amendments to the original covenants recorded in Book E-7 at page 124, have been made in conformity with the power of amendments stated therein and each lot owner or property owner does by the acceptance of any deed subject to this or any preceding restrictive agreement consent to said amendments and restrictions and covenants contained therein.

Other than these changes or additions which relate to all areas as referred to in this instrument and the six preceding instruments, none of the covenants, easements, reservations, terms and conditions governing these sections is altered or changed and specifically, the section herein restricted is restricted in the exact language except where they conflict with the terms hereof. The terms of this instrument shall prevail over the terms of the six preceding instruments with reference to the covenants and restrictions.

IN TESTIMONY WHEREOF, Watauga Vista, Inc. has caused these presents to be executed in its corporate name and its corporate seal to be hereunto affixed, by its President, duly attested by its Assistant Secretary, by authority of its Board of Directors on the 2nd day of December, 1968.

ATTEST:

Donald E. Hubins
Assistant Secretary

WATAUGA VISTA, INCORPORATED

By: Walter A. MacNeil
President

recorded in Book P-7 at page 41, and (4) the third amendments to covenants recorded in Book T-7 at page 366, (5) the fourth amendments to covenants recorded in Book V-7 at page 300, and (6) the fifth amendments to covenants recorded in Book Z-7 at page 145, said areas to be described as follows:

ALL of those certain pieces, parcels or tracts of land, situate, lying and being in Mills Shoals Township, Macon County, North Carolina, and being more particularly shown on the map recorded in the Register of Deeds Office of Macon County, North Carolina, said particular lots being numbered as follows, to-wit:

(13) Lots 330-336, inclusive, as set out in the map or plat of Watauga Vista Subdivision, Section 10, Mills Shoals Township, Macon County, North Carolina, surveyed and mapped by Charles W. McDowell, September, 1968, recorded in Plat Book 2 at page 110, to which reference is hereby had for a full and complete description of the lands, roads and areas herein described.

All of the lots hereinabove enumerated and all of the land located upon said map are hereby made subject to the previous covenants and restrictions recorded in Book E-7 at page 124, and H-7 at page 273 and P-7 at page 41 and T-7 at page 366 and V-7 at page 300 and Z-7 at page 145 and this instrument. The restrictions in these six referred to instruments are hereby reaffirmed by Watauga Vista, Inc. except as hereinafter stated.

As to Section 10, Lots 330-336, inclusive, no buildings shall be erected with an enclosed floor space of less than 900 square feet, exclusive of carport, porches, patios, terraces and gazebos. There is no minimum requirement as regards to construction, costs, however, it is the intention of Watauga Vista, Inc. and it has determined to restrict and control buildings and all construction through its own architectural consultant and especially the Board of Control and it shall be in the best interests of the property owners and Watauga Vista, Inc. It is incumbent upon each builder

Easements, etc." in Book V-7 at page 300, and (5) on the 5th day of August, 1968, "Fifth Amendments to Covenants, Restrictions, Easements, etc." in Book Z-7 at page 145. It is the intention of Watauga Vista, Inc. at this time to further amend and add to the restrictions under and by virtue of the provisions and amendments in the original restrictions recorded in Book E-7 at page 124 by making changes and additions hereinafter set forth.

WHEREAS, some of the lots referred to in the previous restrictions have been sold, all of them subject to all covenants and restrictions. It is the purpose of this instrument and the recording hereof to make all of the lots described herein or conveyed hereafter subject to the covenants and restrictions recorded prior to the recording of this instrument and the same is hereby done. All of the terms of the original covenants and the amendments thereto shall still be in effect with regard to past and future conveyances, except as amended before this date. Therefore, these amendments are hereby made for the purpose of restricting the tracts hereinafter described so as to make them more desirable and enjoyable residential districts.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Watauga Vista, Inc. for full value received and in consideration of the obligations of said corporation to the present land owners, the subdivision and the future land owners and on the acceptance by them of deeds of conveyance to any of the lots upon the terms and conditions hereinafter set forth and heretofore set forth, does hereby restrict the following described areas in the manner set forth in (1) the original covenants recorded in Book E-7 at page 124, and (2) the amendments to covenants recorded in Book E-7 at page 273, and (3) the second amendments to covenants

~~EASEMENT~~ 1964

Law 69

6TH AMEND

SIXTH AMENDMENTS TO COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS, TERMS AND CONDITIONS GOVERNING WATAUGA VISTA SUBDIVISION, MILLSHOALS TOWNSHIP, MACON COUNTY, NORTH CAROLINA.

WHEREAS, Watauga Vista, Inc. is the owner of several separate and distinct areas of land located in Millshoals Township, Macon County, North Carolina, and is developing said tracts of land, and whereas a large part of the property will be used for roads, water rights of way, sewage disposal, parking areas, drives, dedicated parks or areas, and space necessary for access roads and for residential use, and for other areas of common use necessary for proper enjoyment of the residential areas, and

WHEREAS, Watauga Vista, Inc. is a private corporation and expects to deed and convey many lots from the tracts hereinafter described to individuals, firms or corporations and that said lots shall be subject to the specific covenants, restrictions and obligations hereinafter set forth;

AND, WHEREAS, Watauga Vista, Inc. did on the 5th day of September, 1964, cause to be registered in Book E-7 at page 124, in the office of the Register of Deeds for Macon County, North Carolina, "Covenants, Restrictions, Easements, etc." and caused the following amendments to be registered: (1) On the 17th day of June, 1965, "Amendments to Covenants, Restrictions, Easements, etc." in Book H-7 at page 273; (2) on the 25th day of October, 1966, "Second Amendments to Covenants, Restrictions, Easements, etc." in Book P-7 at page 41; (3) on the 6th day of September, 1967, "Third Amendments to Covenants, Restrictions, Easements, etc." in Book T-7 at page 366; and (4) on the 22nd day of November, 1967, "Fourth Amendments to Covenants, Restrictions,

NOT THE date of this Amendment

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STATE OF FLORIDA
DADE COUNTY

I, John F. Dennis, a Notary Public of and for the County of Dade, State of Florida, do hereby certify that on this the 25th day of July, 1968, before me personally came Donald E. Gaskins, with whom I am personally acquainted, who, being by me duly sworn, says that Malcolm G. MacNeill is the President, and that he said Donald E. Gaskins, is the Assistant Secretary of Watauga Vista, Inc. the corporation described in, and which executed the foregoing instrument, that he knows the common seal of said corporation, that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said President and that said President and Assistant Secretary subscribed their names thereto and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this the 25th day of July, 1968.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA IN DADE
MY COMMISSION EXPIRES MAR. 14, 1969
REVOCABLE THROUGH FILING W. DEEDS/RECORDS

John F. Dennis
Notary Public
Seal

NORTH CAROLINA
MACON COUNTY

The foregoing or annexed certificate of John F. Dennis a Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Book 3-7 at page 145.

This 5 day of August, 1968, at 11:00 o'clock A.M.

Lester V. Chapel
REGISTER OF DEEDS

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does by the acceptance of any deed subject to this or any preceding restrictive agreement consent to said amendments and restrictions and covenants contained therein.

Other than these changes or additions which relate to all areas as referred to in this instrument and the five preceding instruments, none of the covenants, easements, reservations terms and conditions governing these sections is altered or changed and specifically, the section herein restricted is restricted in the exact language except where they conflict with the terms hereof. The terms of this instrument shall prevail over the terms of the five preceding instruments with reference to the covenants and restrictions.

IN TESTIMONY WHEREOF, Watauga Vista, Inc. has caused these presented to be executed in its corporate name and its corporate seal to be hereunto affixed, by its President, duly attested by its Assistant Secretary, by authority of its Board of Directors on the 25th day of July, 1968.

WATAUGA VISTA, INCORPORATED

ATTEST:

Donald E. Gardner
Assistant Secretary

By: *Walter H. MacNeil*
President

Corp. Seal

feet, exclusive of carport, patios, terraces and gazebos. There is no minimum requirement as regards to construction costs, however, it is the intention of Watauga Vista, Inc. and it has determined to restrict and control buildings and all construction through its own architectural consultant and especially the Board of Control and it shall be in the best interests of the property owners and Watauga Vista, Inc. It is incumbent upon each builder and lot owner to construct buildings of good quality with good workmanship.

(b.) As to Section 9, Lots 278-329, inclusive, no buildings shall be erected with an enclosed floor space of less than 900 feet, exclusive of carport, patios, terraces, and gazebos. There is no minimum requirement as regards to construction costs, however, it is the intention of Watauga Vista, Inc. and it has determined to restrict and control buildings and all construction through its own architectural consultant and especially the Board of Control and it shall be in the best interests of the property owners and Watauga Vista, Inc. It is incumbent upon each builder and lot owner to construct buildings of good quality with good workmanship.

All the amendments to the original covenants recorded in Book E-7 at page 124, have been made in conformity with the power of amendment stated therein and each lot owner or property owner

amendments to covenants recorded in Book V-7 at page 300, said areas described as follows:

ALL of those certain pieces, parcels or tracts of land, situate, lying and being in Millshoals Township, Macon County, North Carolina, and being more particularly shown on the map recorded in the Register of Deeds Office of Macon County, North Carolina, said particular lots being numbered as follows, to wit:

(11) Lots 254-261 and 263-277, inclusive, as set out in the map or plat of Watauga Vista, Subdivision, Section 7, Millshoals Township, Macon County, North Carolina, surveyed and mapped by C. W. McDowell, June, 1968, recorded in Plat Book 2 at page 96, to which reference is hereby had for a full and complete description of the land, roads and areas herein described.

(12) Lots 278-329, inclusive, as set out in the map or plat of Watauga Vista Subdivision, Section 9, Millshoals Township, Macon County, North Carolina, surveyed and mapped by Charlie W. McDowell, June, 1968, recorded in Plat Book 2 at page 97, to which reference is hereby had for a full and complete description of the lands, roads and areas herein described.

All of the lots hereinabove enumerated and all of the land located upon said map are hereby made subject to the previous covenants and restrictions recorded in Book E-7 at page 124, and H-7 at page 273 and P-7 at page 41 and T-7 at page 366 and V-7 at page 300 and this instrument. The restrictions in these five referred to instrument are hereby reaffirmed by Watauga Vista, Inc. except as hereinafter stated.

Building sizes and quality on the two sections described and restricted herein shall be in strict adherence to the terms and restrictions as to size as follows:

(a.) As to Section 7, Lots 254-261 and 263-277, no buildings shall be erected with an enclosed floor space of less than 800

Easements, etc." in Book V-7 at page 300. It is the intention of Watauga Vista, Inc. at this time to further amend and add to the restrictions under and by virtue of the provisions for amendments in the original restrictions recorded in Book E-7 at page 124 by making changes and additions hereinafter set forth.

WHEREAS, some of the lots referred to in the previous restrictions have been sold, all of them subject to all covenants and restrictions. It is the purpose of this instrument and the recording hereof to make all of the lots described herein or conveyed hereafter subject to the covenants and restrictions recorded prior to the recording of this instrument and the same is hereby done. All of the terms of the original covenants and the amendments thereto shall still be in effect with regard to past and future conveyances, except as amended before this date. Therefore, these amendments are hereby made for the purpose of restricting the tracts hereinafter described so as to make them more desirable and enjoyable residential districts.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Watauga Vista, Inc. for full value received and in consideration of the obligations of said corporation to the present land owners, the subdivision and the future land owners and on the acceptance by them of deeds of conveyance to any of the lots upon the terms and conditions hereinafter set forth and heretofore set forth, does hereby restrict the following described areas in the manner set forth in (1) the original covenants recorded in Book E-7 at page 124, and (2) the amendments to covenants recorded in Book H-7 at page 273, and (3) the second amendments to covenants recorded in Book P-7 at page 41, and (4) the third amendments to covenants recorded in Book P-7 at page 41, and (5) the fourth

Z-7

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FIFTH AMENDMENTS TO COVENANTS, RESTRICTIONS, EASEMENTS,
RESERVATIONS, TERMS AND CONDITIONS GOVERNING WATAUGA
VISTA SUBDIVISION, MILLSHOALS TOWNSHIP, MACON COUNTY,
NORTH CAROLINA.

WHEREAS, Watauga Vista, Inc. is the owner of several separate and distinct areas of land located in Millshoals Township, Macon County, North Carolina, and is developing said tracts of land, and whereas a large part of the property will be used for roads, water rights of way, sewage disposal, parking areas, drives, dedicated parks or areas, and space necessary for access roads and for residential use, and for other areas of common use necessary for proper enjoyment of the residential areas, and

WHEREAS, Watauga Vista, Inc. is a private corporation and expects to deed and convey many lots from the tracts hereinafter described to individuals, firms or corporations and that said lots shall be subject to the specific covenants, restrictions and obligations hereinafter set forth;

AND, WHEREAS, Watauga Vista, Inc. did on the 5th day of September, 1964, cause to be registered in Book E-7 at page 124, in the office of the Register of Deeds for Macon County, North Carolina, "Covenants, Restrictions, Easements, etc." and caused the following amendments to be registered: (1) On the 17th day of June, 1965, "Amendments to Covenants, Restrictions, Easements, etc." in Book H-7 at page 273; (2) on the 25th day of October, 1966, "Second Amendments to Covenants, Restrictions, Easements, etc." in Book F-7 at page 41; (3) on the 6th day of September, 1967, "Third Amendments to Covenants, Restrictions, Easements, etc." in Book T-7 at page 366; and (4) on the 22nd day of November, 1967, "Fourth Amendments to Covenants, Restrictions,

covenants upon the record, given any easements for public utilities through and over the subdivision, but it does hereby retain the right to assign and convey to power companies and telephone companies and television companies serving the area, the right or easement to cross the lands herein described for the purpose of setting and maintaining overhead wires for the transmission of power, telephone and television signals. Reserved from all conveyances from the lands herein described are right of way to the North Carolina Highway Commission for 60 foot easements as shown on said plats where roads are located and shown. Specifically there is reserved and dedicated a road on the map recorded in Plat Book 2 at Page 31 extending from the lines where a 60 foot road is shown along the central lot lines from west to east and along the upper lot lines from west to east so that these two roads join in the southernmost point on said map. There is also a 60 foot right of way retained and dedicated although the road is not shown on the map in Plat Book 2 at Page 42 along the dotted lines from east to west and continuing past Lot #84; on the Plat recorded in Book 2 at Page 43, there is hereby retained and dedicated a 60 foot right of way on the road where Lots Numbers 1 and 22 terminate at the center lines of the lots even though the road is not shown on said map.

F. AMENDMENTS

Watauga Vista, Inc., its successors and assigns, shall have the right to amend these covenants and restrictions from time to time, but such amendments, 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 amendments.

G. ENFORCEMENT

Enforcement of these covenants, restrictions, terms and conditions shall be by proceeding at law or equity against any person or persons violating any covenants as the law may be applicable, on such occasions.

IN TESTIMONY WHEREOF, Watauga Vista, Inc., has caused these covenants to be signed in its corporate name and attested by its secretary and its corporate seal thereto affixed.

WATAUGA VISTA, INCORPORATED

By: Walter H. MacNeil
President

Corporate
Seal

ATTEST:

Shirley M. [Signature]
Secretary

STATE OF FLORIDA
DADE COUNTY

I, Mary F. Brennan, a Notary Public in and for the County of Dade, State of Florida, do hereby certify that on this the 31st day of August, 1964, before me personally came SHIRLEY M. Vogel, with whom I am personally acquainted, who, being by me duly sworn, says that Malcolm G. McNeill is the President and that he, the said Shirley M Vogel, is the Secretary of Watauga Vista, Inc., the corporation described in, and which executed the foregoing instrument, that he knows the common seal of said corporation, that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said President and that said President and Secretary subscribed their names thereto and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this the 31st day of August, 1964.

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA at LARGO
MY COMMISSION EXPIRES AUG. 21, 1968
BONDED THROUGH FELD W. DIEBTELHORN

Seal Mary F. Brennan
NOTARY PUBLIC

(mirrored text)
The foregoing certificate of Notary Public of Dade County, State of Florida, attested by his/her notarial seal, is adjudged to be correct. Let the instrument with the certificate, be registered.
Witness my hand and official seal, this 5 day of Sept 1964
Mary F. Brennan
CLERK, SUPERIOR COURT
Filed for registration on the 5 day of Sept 1964 at 9:00 o'clock AM, and registered and verified in the office of the Register of Deeds for Macon County in Book No. E-7
Page 124. This 5 day of Sept 1964
Lake T. Shop
Register of Deeds for Macon County