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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 four 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

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. It is the intention of Watauga Vista, Inc. at this time, to amend those restrictions under "C. Amendments". Whereas some of the lots referred to in the previous restrictions have now been sold, all of them subject to said restrictions. It is the purpose of this instrument to make all of the lots sold or conveyed hereafter, subject to these amendments and to the original restrictions. All of the terms of said original covenants and restrictions are still in effect with regard to future conveyances except where they conflict with this instrument. There is a specific conflict with regard to minimum square footage. These amendments shall control. Therefore, these amendments are made for the purpose of further restricting the tracts hereinafter described and to make them more desirable and enjoyable residential areas.

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NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Watauga Vista, Inc., for full value received, and in consideration of the obligation of said corporation and to the landowners upon acceptance of deeds of conveyance to any of the lots upon the terms and conditions hereinafter set forth, does hereby restrict the following described areas in the manner hereinafter set forth

All of those certain pieces, parcels or tracts of land situate, lying and being in Millshoals Township, Macon County, North Carolina, the same being more particularly shown on four maps recorded in the places indicated below, said particular lots being numbered as follows, to wit:

(1) Being Lots Nos. 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35, as set out in the map or plat of Watauga Vista Subdivision, Section A, Millshoals Township, Macon County, North Carolina, which said map or plat is recorded in Plat Book 2 at Page 14, to which reference is hereby had.

(2) Being Lots Nos. 36, 37, 38, 39, 40, 41, 42, 43, 45, 46, 47, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, and 61, as set out in the map or plat of Watauga Vista Subdivision, Section #1, Millshoals Township, Macon County, North Carolina, which said map or plat is recorded in Plat Book 2 at Page 31, to which reference is hereby had.

(3) Being Lots Nos. 66, 67, 68, 69, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, and 84, as set out in the map or plat of Watauga Vista Subdivision, Section #3, Millshoals Township, Macon County, North Carolina, which said map or plat is recorded in Plat Book 2 at Page 42, to which reference is hereby had.

(4) Lots Nos. 1, 2, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20, as set out in the map or plat of Watauga Vista, Subdivision, Section #2, Millshoals Township, Macon County, North Carolina, which said map or plat is recorded in Plat Book 2 at Page 43, to which reference is hereby had.

COVENANTS, RESTRICTIONS, CONDITIONS AND AFFIRMATIVE OBLIGATIONS

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

1. Lots shall only be used for residential purposes except as hereinafter stated. No building, fence or other structure shall be erected, placed or altered on any lot above mentioned

in the four subdivisions, until the proposed building plans, specifications, exterior color and finish, plot plans (showing the proposed location of such buildings or structures, drives and parking areas), and construction schedule shall have been approved in writing by the Board of Control, hereinafter sometimes called the Board, of Watauga Vista, Inc., its successors and assigns. No alterations may be made in such plans after approval by the Board of Control is given, except by and with the consent of the Board in writing. No alterations in the exterior appearance of any building or structure shall be made without written approval of the Board of Control. One copy of all plans and related data shall be furnished the Board of Control for its records. Refusal of approval of plans, location or specifications may be based by the Board upon any grounds, including purely aesthetic considerations in the sole discretion of the Board.

2. No minimums are set forth as regards square footage requirement of dwellings either enclosed or unenclosed. There is no minimum requirement as regards to the construction costs. Watauga Vista has determined to restrict and control buildings and other constructions through its own architectural consultant and the Board of Control and the requirements imposed will be in the best interest of the property owners and Watauga Vista, Inc.

(3) The establishment of standard inflexible building setback lines for the property owners is completely impractical

in view of the great variety of contours, lot shapes, frontages and potential views. Accordingly, the location of structures on building lots will be independently determined as to each individual lot and will not only relate itself to the specific lot but will also be related to the surrounding property, and other lots. Generally location of houses and other structures on the building lots will be for the fullest enjoyment of the lot by the property owners. However, Watauga Vista, Inc., reserves to itself, its successors and assigns, the right to control absolutely and to decide in its sole discretion the precise site and location of any structure, house or dwelling on said lots, through the Board of Control.

(4) Watauga Vista, Inc., reserves unto itself, its successors and assigns, an easement and right of way, giving it the right to control absolutely the cutting and maintaining of view and vistas, in the interest of shared enjoyment of distant scenes by adjacent and neighboring lot owners. It is understood, however, that Watauga Vista, Inc., shall only maintain and cut views and vistas which enhance the enjoyment of owners and occupants of dwellings and that the cutting and maintaining of views will be done selectively, and to obtain an artistic result with every reasonable effort to preserve specimen trees and plants. As in paragraph 3, above, with reference to setback lines, the views will be cut and maintained independently and will be independently determined as to each individual building lot, and will not only relate to the specific lots, but will also be related to the surrounding property, both of the land owners and Watauga Vista, Inc.

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

(6) As aforesaid, none of the above numbered lots shall be used except for residential purposes. No structure except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one detached family dwelling and one small accessory building which may include a garage or servant's quarters, or a combination thereof. Provided the use of such building does not include any activity conducted as a business. Such accessory building may not be constructed prior to the construction of the main residence or dwelling. No tent, trailer, barn, outside toilets, or other building shall be allowed on any building lot.

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

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

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

(10) 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-fida 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.

(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.

(12) No commercial signs, including "for rent", "for sale" and

other similar signs, shall be erected or maintained on any lot except with the written permission of the Board, or except as may be required by legal proceedings.

(13) In the event that an 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 home site but it does require that either the owner or the agent work through the Watauga Vista officers when selling or leasing such site.

(14) Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Board.

(15) Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facilities in accordance with reasonable standards established by the Board. Burning of garbage routinely shall not be permitted on any building lot in the Watauga Vista home site.

(16) Prior to the occupancy of a residence on a lot, proper and suitable septic tank shall be constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such tank or tanks. No sewage shall be emptied or discharged into any marsh, creek or ravine, or onto the open ground. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system

ALL PREVIOUS RESTRICTIONS APPLY ONLY TO THOSE LOTS ALL READY SOLD. THE NEW RESTRICTIONS APPLY TO ALL LOTS SOLD OR CONVEYED AFTER THE DATE OF THE FIRST AMENDMENT.

1. A BOARD OF CONTROL IS CREATED TO APPROVE ALL NEW BUILDINGS, DRIVES AND PARKING LOTS, AND FOR MODIFICATIONS TO EXISTING STRUCTURES. GIVEN VERY BROAD POWERS.

2. NO FURTHER MINIMUMS ARE SET FORTH AS WV HAD DETERMINED THAT IT- THROUGH ITS BOARD OF CONTROL (BC) AND ARCHITECTURAL CONSULTANTS- WOULD IMPOSE REQUIREMENTS IN THE BEST INTEREST OF THE PROPERTY OWNERS.

3. NO SET-BACK LINES TO BE SET FORTH, HOWEVER THE LOCATION OF ALL NEW STRUCTURES ON BUILDING LOTS WILL BE INDEPENDENTLY DETERMINED BY WV THROUGH ITS BC.

4. WV RESERVED TO ITSELF, ITS SUCCESSORS AND ASSIGNS AN EASEMENT AND RIGHT OF WAY TO CONTROL ABSOLUTELY THE CUTTING AND MAINTAINING OF VISTAS AND VIEWS FOR ALL THE RIGHT REASONS. FOR EACH BUILDING LOT THE VIEWS WILL BE CUT AND MAINTAINED INDEPENDENTLY BUT WILL BE INDEPENDENTLY DETERMINED AS TO EACH LOT AND WILL ALSO RELATE TO THE SURROUNDING PROPERTY OF OTHER LAND OWNERS INCLUDING WV.

5. ONE YEAR FOR COMPLETION OF THE EXTERIOR OF HOUSES AND ALL OTHER STRUCTURES. *(board approval)*

6. ALL THE NUMBERED LOT LISTED SHALL ONLY BE FOR RESIDENTIAL PURPOSES. THE LOT MAY ALSO INCLUDE A SEPARATE STRUCTURE WHICH MAY INCLUDE A GARAGE OR A SERVANT'S QUARTER OR A COMBINATION THEREOF. WHICH MAY NOT BE USED FOR A SEPARATE BUSINESS. HOUSES MUST BE BUILT FIRST. NO TENT, TRAILER, BARN, OUTHOUSES OR OTHER BUILDINGS SHALL BE ALLOWED ON ANY BUILDING LOT.

7. A GUEST SUITE WITHOUT KITCHEN MAY BE INCLUDED IN MAIN DWELLING OR ACCESSORY BUILDING, BUT MAY NOT BE RENTED SEPARATELY

8. PROPERTY MUST BE MAINTAINED IN GOOD CLEAN CONDITION.

9. NO NUISANCES MAY BE CREATED OR PERMITTED IN ANY LOT.

10. FIRST OFFER OF SALE BY OWNER MUST BE MADE TO WV.

11. BUYER OR LEASEE MUST FIRST BE APPROVED IN WRITING BY BC

12. NO COMMERCIAL SIGNS INCLUDING FOR SALE OR RENT SIGNS ARE PERMITTED UNLESS WRITTEN PERMISSION HAS BEEN GRANTED BY BC.

13. SALE OR LEASES OF BUILDING LOTS MUST BE COMPLETED THROUGH BC.



is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such systems shall be obtained from such authority prior to the beginning of said system and subsequent to its completion. Where it is impractical or impossible to construct a sewage disposal system in accordance with accepted standards and specifications, then, in such event, Watauga Vista, Inc., will provide land as near as is practical to the building lot or building lots for the purpose of constructing an acceptable sewage disposal system, to be used either by an individual lot owner or by one or more lot owners in common, the cost of construction and maintenance to be shared by the lot owners, where joint and shared use becomes necessary. (This may become necessary where the soil overlay is insufficient on the individual lot to permit satisfactory drain fields.)

(17) Watauga Vista, Inc., reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cable, conduits, sewers, and storm sewers, water mains and other suitable equipment for the transmission and use of electricity, telephone, telegraph, gas, sewer, water, or other public conveniences or utilities on, in or over ten (10) feet along the rear of each lot, and five (5) feet along each side of each lot (and other such areas as are shown on the applicable plat); provided that Watauga Vista, Inc., may cut drainways for surface water wherever and whenever such action may appear to Watauga Vista, Inc., to be necessary in order to

UTILITIES R/W

maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. The rights herein reserved create no obligations on the part of Watauga Vista, Inc., to do any of the things above stated.

(18) No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, or buried underground.

(19) No lot shall be subdivided, or its boundary lines changed, except with the written consent and approval of the Board, however, Watauga Vista hereby expressly reserves to itself, its successors and assigns, the right to re-plat any lot shown on the plats of Watauga Vista, Inc. grounds prior to conveyance thereof, in order to create a modified building lot or lots, provided that no lot originally shown on a plat is reduced by more than 60% from its original size. The restrictions and covenants herein apply to each such building lot so created.

(20) Whenever Watauga Vista, Inc., is permitted by these covenants to correct, repair, clean, reserve, clear out, or do any action on the property of any lot owners, entering the property and taking such action shall not be deemed a trespass.

(21) There are existing roadways on the premises described and herein restricted. Watanga Vista, Inc., accepts no responsibility for maintaining said roadways, however, it does reserve from all conveyances of the land above described, a right of way 60 feet in width, 30 feet on either side of the centers of all roads shown which may be conveyed to the North Carolina Highway Commission, and specifically, there is reserved and dedicated roads on the map recorded in plat book 2 at Page 31, extending from the lines on the west side thereof where there is shown a 60 foot road 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, where a concrete monument is shown. 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 # 1 and 22 terminate at the center lines of the lots even though the road is not shown on said map. There is also retained a 60 foot right of way on all roads shown on that plat recorded in Plat Book 2 at Page 14, 30 feet from the centerline of each road shown thereon. This right of way may also be conveyed to the North Carolina Highway Department.

Right of Way

(22) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a

period of twenty-five (25) years from the date these covenants are recorded, at which time (the end of the twenty-five years) said covenants shall automatically extend for successive periods of ten years; provided, however, that at the commencement of any ten year renewal period or at any other time, any of the conditions, restrictions and covenants herein contained may be changed or amended in any manner by the mutual consent in writing of Watauga Vista, Inc., or its successors and assigns, and fifty-one (51%) per cent of the owners of the lots hereby restricted.

(23) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Either the present owner, or any successor in title to the present owner, of any of the property affected hereby may institute such proceedings.

(24) Invalidation of any one of these covenants, conditions or restrictions by a judgment or order of a Court of competent jurisdiction shall in no-wise affect the validity of any of the other provisions, which shall remain in full force and effect.

(25) 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 right which shall have already been vested in any person prior to the making of such amendments.

(26) There shall be no commercial use of the property described herein, except that Watauga Vista retains the right to

make and assign the right of commercial use for lands located within 350 lineal feet of U. S. Highway 441, and Lots 1 and 35, plat book 2 at page 14, Macon County Register of Deeds.

(27) The Board of Control shall be composed of an officer of Watauga Vista, Inc., or some person designated by them, one property owner in Watauga Vista, and a member of the firm of Monteith, Coward & Coward, Attorneys at Law, Sylva, North Carolina, or some person designated by them. A majority of this Board of Control may designate a representative to act in the event of a resignation or death of any member of the Board, or in the event one of the Board members fails to perform his duties under the restrictions set out herein. Neither the property owner nor the Board member representing Watauga Vista, Inc., shall receive any compensation for services on this Board. Watauga Vista, Inc., shall pay Monteith, Coward & Coward a reasonable fee for services on this Board. Said Board may record instruments changing membership on the Board. The Board's approval or disapproval of any action or request under covenants shall be in writing. The Board shall act promptly on all propositions put to it, and in the event that no suit to enjoin constructions has been commenced within 60 days after the beginning of a disapproved plan, approval will not be required and the covenants shall be deemed to have been fully complied with.

(28) In these covenants and restrictions, certain easements and reservations have been made in favor of Watauga Vista. It is not the intention of Watauga Vista in making these reservations

and easements to create any positive obligations on Watauga Vista, Inc., insofar as cutting views or vistas, building or maintaining roads, water systems, sewage systems, furnishing garbage disposal, beginning and prosecuting law suits to enforce these articles, cleaning or policing the areas affected, provide police protection, or to remove people, animals, plants or things that become offensive. Where a positive obligation is not pointed out, none shall be interpreted as existing.

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

IN WITNESS 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 Secretary, by authority of its Board of Directors on the

18th day of May, 1965.

WATAUGA VISTA, INC.

By: Malcolm A. Guss Meritt  
President

ATTEST:

Paul W. [Signature]  
Secretary

SEAL

STATE OF FLORIDA  
DADE COUNTY

I, Elaine M. Orr, a Notary Public in and for the County of Dade, State of Florida, do hereby certify that on this the 11th day of June, 1965, before me personally came Paul A. Lynch, 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 Paul A. Lynch, is the secretary of Watauga Vista, In c., 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 11th day of June, 1965.

MY COMMISSION EXPIRES JAN. 27, 1969  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES JAN. 27, 1969  
ISSUED THROUGH FRED W. DIESTELHORST

Elaine M. Orr  
NOTARY PUBLIC

North Carolina, Macon County. Elaine M. Orr  
The foregoing certificate of Elaine M. Orr  
SEAL Notary Public of Dade County, State of Florida  
attested by her notarial seal, is adjudged to be correct. Let the instrument with the certificates, be registered.  
Witness my hand and official seal, this 17th day of June, 1965

Edith R. Reed  
Asst. CLERK, SUPERIOR COURT

Filed for registration on the 17th day of June, 1965 at 3:30 P.M. and registered on the 17th day of June, 1965 at 3:30 P.M. in Book No. 117 Page 273 File 17 June 19 1965 Revaldore

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2<sup>nd</sup> Amends

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Amendment 2

SECOND 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 on the 17th day of June, 1965, Amendments to Covenants, Restrictions, Easements, etc. were registered in Book H-7 at page 273 of the Macon County Public Registry. It is the intention of Watauga Vista, Inc. at this time to further amend and add to the restrictions under the terms of "C. Amendments" of the original restrictions recorded in



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E-7

Book E-7 at page 124 by adding additional areas as herein described. Whereas some of the lots referred to in the previous restrictions have been sold, all of them subject to all covenants and restrictions heretofore registered. 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 restrictions and the amendments thereto shall still be in effect with regard to past and future conveyances. 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 areas.

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 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 the original covenants and restrictions recorded in Book E-7 at page 124 and the amendments to covenants and restrictions recorded in Book H-7 at page 273 of the Macon County Public Registry, said areas described as follows:

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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 three maps recorded in the places in the record indicated below, said particular lots being numbered as follows, to wit:

(5) Lots 55, 54B, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, and 115 as set out in the map or plat of Watauga Vista Subdivision, Section 4, Millshoals Township, Macon County, North Carolina, said map or plat being recorded in Plat Book 2 at page 74, to which record reference is had for a full and complete description of said land, roads and areas herein restricted.

(6) Lots 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, and 100, and 1, 2, 3, 4, the latter four lots being redrawn lots as set out in the map or plat of Watauga Vista Subdivision, Section B, Millshoals Township, Macon County, North Carolina, which said map or plat having been recorded in Plat Book 2 at page 75.

(7) Lots 201, 202, 203, 204, 205, 206, 207, 208, 209, as set out in the plat of Watauga Vista Subdivision, Section 5, Millshoals Township, Macon County, North Carolina, as drawn by Charlie W. McDowell, dated 5 July 1966, recorded in Plat Book 2 at page 71, to which reference is hereby had.

All of the lots hereinabove enumerated and all of the land located upon said maps are hereby made subject to the previous covenants and restrictions recorded in Book E-7 at page 124, and E-7 at page 273 and this instrument. The restrictions in these two referred to instruments are hereby reaffirmed by Watauga Vista, Inc. with the following change:

Building sizes and quality in the original covenants recorded in Book E-7 at page 124 of the Macon County Public Registry shall not be effective in any manner on the three sections herein described and restricted. The first amendments to covenants

14. EACH DWELLING MUST PROVIDE FOR TWO OFF-STREET PARKING SPACES.

\* 15. EACH OWNER SHALL PROVIDE GARBAGE RECEPTACLES NOT VISIBLE FROM THE ROAD. NO BURNING OF GARBAGE. *what else (no open)*

16. BEFORE OCCUPANCY OF A RESIDENCE, A SEPTIC TANK MUST BE IN PLACE. RESTRICTIONS AND REQUIREMENTS ARE SET-FORTH.

17. WV RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, EASEMENT AND RIGHTS ON AND OVER GROUND TO ERECT, MAINTAIN AND USE ELECTRIC AND TELEPHONE POLES, WIRES, CABLES, SEWERS, WATER METERS, ETC. FOR TRANSMISSION AND USE OF ELECTRICITY, TELEPHONES, GAS, WATER, ET IN OR OVER 10 FT ALONG REAR OF EACH LOT AND 5 FT. ALONG EACH SIDE. WV MAY ALSO CUT DRAINWAYS FOR SURFACE WATER.

18. NO FUEL OR SIMILAR TANKS MAY BE EXPOSED TO VIEW.

19. NO CHANGES IN LOT LINES OR BOUNDARIES WITHOUT CONSENT FROM BC.

20. WHENEVER WV IS REQUIRED TO ENTER ANY PROPERTY UNDER THESE COVENANTS IT WILL NOT BE CONSIDERED TRESPASS.

21. WV HAS NO RESPONSIBILITY IN MAINTAINING ROADWAYS, BUT RESERVES FROM ALL CONVEYANCES OF LAND A RIGHT OF WAY OF 60 FT IN WIDTH, 30 FT FROM THE CENTER OF EACH SIDE OF THE ROAD, WHICH MAYBE CONVEYED TO THE NC HIGHWAY COMM.

12-63 { 22. THESE COVENANTS RUN WITH THE LAND AND SHALL BE BINDING ON ALL PERSONS CLAIMING UNDER THEM FOR 25 YRS. FROM DATE OF RECORDING OF THESE SAID COVENANTS (JUNE 17, 1965)...AFTER THAT THEY SHALL EXTEND FOR SUCCESSIVE PERIODS OF 10 YRS. PROVIDED THAT AT COMMENCEMENT OF ANY 10 YR. PERIOD, OR AT ANY OTHER TIME, THESE CONDITIONS AND RESTRICTIONS MAYBE CHANGED OR AMENDED IN ANY MANNER BY MUTUAL CONSENT OF WV, ITS SUCCESSORS OR ASSIGNS, AND 51% OF THE OWNERS OF THE LOTS RESTRICTED. 1990

23. ENFORCEMENT IN LAW OR IN EQUITY.

24. INVALIDATION OF A CLAUSE DOES NOT INVALIDATE THE WHOLE.

13 { 25. GRANDFATHER CLAUSE. *will not alter its already vested.*

26. NO COMMERCIAL USE OF PROPERTY.

27. THE BC SHALL BE COMPOSED OF AN OFFICER OF WV, OR ITS DESIGNEE, ONE PROPERTY OWNER IN WATAUGA VISTA AND A MEMBER OF A NAMED LAW FIRM (WHO SHALL BE PAID). BC MUST ACT PROMPTLY ON ALL PROPOSITIONS.

recorded in Book H-7 at page 273 of the Macon County Public Registry as regards building sizes and quality shall not be effective on the three sections herein described. The three sections herein described shall be restricted as follows:

No buildings shall be erected with an enclosed floor area of less than 650 feet, exclusive of carport, patios, terraces and gazabos. Screened porches under roof shall be computed at one-half the square footage. There is no minimum requirements 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 Controls 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.

Other than this one change which relates only to the three areas described in this instrument none of the covenants, restrictions, easements, reservations, terms and conditions governing these three sections is altered or changed.

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 21<sup>st</sup> day of October, 1966.

WATAUGA VISTA, INC.

Corp. Seal

By: Malcolm G. MacNeill

ATTEST:

Donald E. Gaskins  
Secretary

STATE OF FLORIDA  
DADE COUNTY

I, Donis C. Brown, a Notary Public of and for the County of Dade, State of Florida, do hereby certify that on this the 21<sup>st</sup> day of October, 1966, 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 21<sup>st</sup> day of October, 1966.

My Commission Expires:  
Notary Public State of Florida at Large  
My Commission Expires June 13, 1967.

Donis C. Brown  
Notary Public

Seal

NORTH CAROLINA  
MACON COUNTY

I, A. WILSON PERRY, Clerk of the Superior Court of Macon County, North Carolina, do hereby certify that the foregoing certificate of Doris C. Brown, a Notary Public of Dade County, Florida, duly authenticated by his/her Notarial Seal thereto affixed, is adjudged by me this day to be correct, and in due form, and according to law, and said Second Amendments to Covenants, etc. is adjudged by me this day to have been properly acknowledged.

THEREFORE, let said instrument, with said certificate, and this certificate, be registered.

WITNESS my hand, this the 25 day of October, 1966.

A. Wilson Perry  
CLERK OF THE SUPERIOR COURT OF  
MACON COUNTY, NORTH CAROLINA

NORTH CAROLINA  
MACON COUNTY

Filed for registration this 25 day of Oct, 1966,  
at 11:00 o'clock A.M. and duly registered this 25 day of  
October, 1966, in Book P7 at page 41.

Lester V. Shope  
REGISTER OF DEEDS

366

T-7

3<sup>rd</sup> AMEND

06 Sept. 1967

THIRD AMENDMENTS TO COVENANTS, RESTRICTIONS, EASEMENTS,  
RESERVATIONS, TERMS AND CONDITIONS GOVERNING WATAUGA  
VISTA SUBDIVISION, MILLSHOAL TOWNSHIP, MACON COUNTY,  
NORTH CAROLINA

WHEREAS, Watauga Vista, Inc., is the owner of several separate and distinct areas of land located in Mills Shoal 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 on the 17th day of June, 1965, Amendments to Covenants, Restrictions, Easements, etc. were registered in Book H-7 at page 273 of the Macon County Public Registry and on the 25th day of October, 1966, Second Amendments to Covenants, Restrictions, Easements, etc. were registered in Book P-7 at page 41 of the Macon County Public Registry. It is the intention of Watauga Vista, Inc. at this time

to further amend and add to the restrictions under the terms or "C. Amendments" of the original restrictions recorded in Book E-7 at page 124 by adding additional areas as herein described. Whereas some of the lots referred to in the previous restrictions have been sold, all of them subject to all covenants and restrictions registered. 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. 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 and 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 the original covenants and restrictions recorded in Book E-7 at page 124 and the amendments to covenants and restrictions recorded in Book E-7 at page 273 and the second amendments to covenants and restrictions recorded in Book F-7 at page 41 of the Macon County Public Registry, 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 three maps recorded in the places in the record indicated below, said particular lots being numbered as follows, to wit:

(8) Lots 116-129 and 137-184, inclusive, as set out and drawn on the map or plat of Watauga Vista Subdivision, Section 6, Millshoals Township, Macon County, North Carolina, surveyed and mapped by Bob Swan, June, 1967, said map or plat being recorded in Plat Book 2 at page 84, to which reference is hereby had for a full and complete description of the land, roads and areas herein described.

(9) Lots 185-193, as set out in the map or plat of Watauga Vista Subdivision, Section 8, Millshoals Township, Macon County, North Carolina, surveyed and mapped by Bob Swan, July, 1967, recorded in Plat Book 2 at page 85, to which reference is hereby had for a full and complete description of the land, roads and areas herein described.

(10) Lots 210-253, as set out in the map or plat of Watauga Vista Subdivision, Section 8, Millshoals Township, Macon County, North Carolina, surveyed and mapped by Charlie W. McDowell, July 20, 1967, recorded in Plat Book 2 at page 83, to which reference is hereby had for a full and complete description of the land, roads and areas herein described.

All of the lots hereinabove enumerated and all of the land located upon said maps 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 this instrument. The restrictions in these three referred to instruments are hereby reaffirmed by Watauga Vista, Inc. with the following changes:

Building sizes and quality in the original covenants recorded in Book E-7 at page 124 of the Macon County Public Registry shall not be effective in any manner on the three sections herein

described and restricted. The first amendments to covenants recorded in Book H-7 at page 273 of the Macon County Public Registry as regards building sizes and quality shall not be effective on the three sections herein described. The three sections herein described shall be restricted as follows:

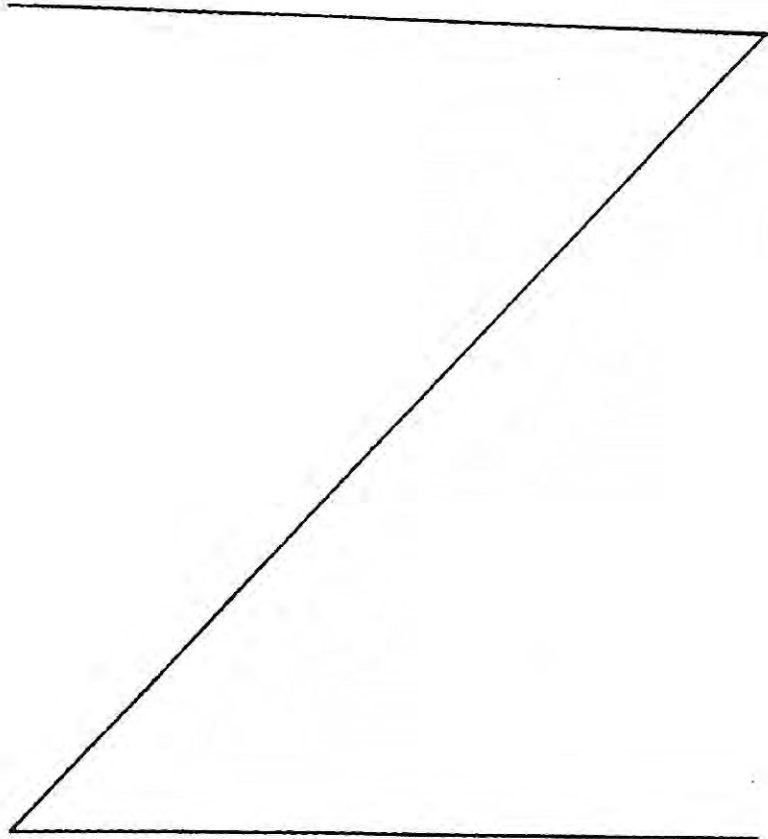
No buildings shall be erected with an enclosed floor space of less than 1,000 feet, exclusive of carport, patios, terraces and gazebos. Screened porches under roof shall be computed at one-half the square footage. There is no minimum requirements as regards to construction costs, however, it is the intention 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.

In addition to this change, a further addition and change is made, reference being had to the original covenants and restrictions recorded in the Macon County Public Registry in Book E-7 at page 124, paragraph "E" thereof, and Amendments to Covenants and Restrictions recorded in the Macon County Public Registry, Book H-7 at page 273, and specifically paragraph 21, thereof. The roadways existing at the time that the above referred to covenants and restrictions were made are still in existence with minor changes in said road system. There have been extensive additions and improvements incurred at the expense of Watauga Vista, Inc. Watauga Vista, Inc. declares that it has no

responsibility for maintaining said roadways and further declares that it has no responsibility for the maintenance thereof and shall not in the future, except by specific written instrument accept any responsibility for maintaining said roadways, if indeed it does, and it shall and does hereby reserve from all conveyances of the land herein described a right of way 60 feet in width, 30 feet on either side of the center of all roads shown on said maps or existing on the ground which may be conveyed to the North Carolina Highway Commission, except that it shall not convey rights of way to "dead-end" or "spur" roads. The reservation of this right to assign this right of way applies only to through roadways, that is, roads which connect with other roads in this subdivision or in any of the subdivisions recorded as herein stated. The rights retained in paragraph 21 of said amendments recorded in Book H-7 at page 273 and described in the original covenants recorded in Book E-7 at page 124, unless herein specifically changed, shall remain the same and are hereby reaffirmed in every aspect, and where applicable the rights to assign a 60 foot roadway at the location of said existing roads on the land or on the maps, which apply to all ten maps recorded as shown in this instrument and the three preceding instruments as herein stated and described as covenants and restrictions and changes thereto.

Other than these changes and additions which relate to all areas in all subdivisions as referred to in this instrument and the three preceding instruments, none of the covenants, easements, reservations, terms and conditions governing these sections is

altered or changed and specifically, the three 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 three 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 23<sup>RD</sup> day of June, 1967.

WATAUGA VISTA, INCORPORATED

*Seal*  
ATTEST:

*Donald E. Perkins*  
Assistant Secretary

By: *Malcolm G. MacNeill*  
President



28. THESE COVENANTS DO NOT CREATE ANY OBLIGATIONS ON WV.

**THE SECOND AMENDS. RECORDED OCT. 25, 1966**

WV CHOSE AGAIN TO AMEND RESTRICTIONS FOUND IN "C AMENDMENT"(SIC) ON LOTS LISTED ( SOME 46 ). THESE LOTS SUBJECT TO PREVIOUS RESTRICTIONS AS WELL AS CHANGE BELOW.

1. NO BUILDING MAYBE ERECTED WITH ENCLOSED FLOOR SPACE OF LESS THEN 650 FT., EXCLUSIVE OF CARPORT, PATIOS, TERRACES AND GAZEBOS. SCREENED PORCH UNDER ROOF COMPUTED AT 1/2 SQ. FT.,

**THE THIRD AMENDS. RECORDED SEPT. 6, 1967**

THESE CHANGES AFFECT SOME 113 LOTS LISTED.

1. ENCLOSED FLOOR SPACE NOW REQUIRED TO BE AT LEAST 1000 SQ. FT.

EXCLUSIVE OF CARPORTS, ETC. (SAME AS ABOVE)

2. REFERENCE IS MADE TO ROADS AND AGAIN THE 60 - 30 FT REQUIREMENT IS MENTIONED.

**THE FOURTH AMENDS. RECORDED NOV. 22, 1967**

THIS AMEND. MAKES ONE CHANGE AND INCLUDES SOME 120 LOTS.

1. ENCLOSED FLOOR SPACE REQUIRED REDUCED TO AT LEAST 800 SQ. FT.. PORCHES UNDER ROOF COMPUTED AT 1/2 SQ. FT.

**THE FIFTH AMEND. RECORDED AUG. 5, 1968**

SAME TYPE OF CHANGES FOR SOME 84 LOTS.

1. FOR LOTS 254 - 261 AND 263 - 277 THE ENCLOSED FLOOR SPACE MUST BE AT LEAST 800 SQ. FT.. ( NO MENTION OF PORCHES IN EXCLUSIONS. )

2. IN LOTS 278 - 329 900 SQ. FT REQUIRED. ( AGAIN NO MENTION OF PORCHES.)

**THE SIXTH AMEND. RECORDED JAN. 22, 1969**

SAME TYPE OF CHANGE FOR 7 LOTS.

1. FLOOR SPACE TO BE NO LESS THEN 900 SQ. FT. EXCLUSIVE OF ALL OTHER STRUCTURES AND PORCHES.

*Out  
Sept 1968  
WV A  
act of Dec*

*p29*

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 26<sup>th</sup> day of June, 1967, 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 Watsuga 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 26<sup>th</sup> day of

June, 1967.  
Seal

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

Doris C. Brown  
Notary Public

8

NORTH CAROLINA  
MACON COUNTY

*Frederic C. Byrd, asst.*  
I, ~~W. W. PERCY~~, Clerk of the Superior Court of Macon

County, North Carolina, do hereby certify that the foregoing certificate of *Doris C. Brown*, a Notary Public of Dade County, Florida, duly authenticated by his/her Notarial Seal, thereto affixed, is adjudged by me this day to be correct, and in due form, and according to law, and said Third Amendments to Covenants, etc. is adjudged by me this day to have been properly acknowledged.

THEREFORE, let said instrument, with said certificate, and this certificate, be registered.

WITNESS my hand, this the 6 day of Sept., 1967.

*Frederic C. Byrd*  
asst. CLERK OF THE SUPERIOR COURT OF  
MACON COUNTY, NORTH CAROLINA

NORTH CAROLINA  
MACON COUNTY

Filed for registration this 6 day of Sept., 1967, at 9:00 o'clock A.M. and duly registered this 6 day of Sept., 1967, in Book T-7 at page 366.

*W. W. Percy*  
REGISTER OF DEEDS



V-7

300

FOURTH 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 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 property 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. 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 of "C. Amendments" of the original restrictions recorded in Book E-7 at page 124 by making changes 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 and restrictions

recorded in Book M-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 T-7 at page 366, said 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 more particularly shown on three maps recorded in the places in the record indicated below, said particular lots being numbered as follows, to wit:

(8) Lots 116-184, inclusive, as set out and drawn on the map or plat of Watauga Vista Subdivision, Section 6, Millsheals Township, Macon County, North Carolina, surveyed and mapped by Bob Swan, June, 1967, said map or plat being recorded in Plat Book 2 at page 84, to which reference is hereby had for a full and complete description of the land, roads and areas herein described.

(9) Lots 185-193, as set out in the map or plat of Watauga Vista Subdivision, Section 4-A, Millsheals Township, Macon County, North Carolina, surveyed and mapped by Bob Swan, July, 1967, recorded in Plat Book 2 at page 85, to which reference is hereby had for a full and complete description of the land, roads and areas herein described.

(10) Lots 210-253, as set out in the map or plat of Watauga Vista Subdivision, Section 8, Millsheals Township, Macon County, North Carolina, surveyed and mapped by Charlie W. McDowell, July 20, 1967, and recorded in Plat Book 2 at page 83, to which reference is hereby had for a full and complete description of the land, roads and areas herein described.

At any place or in any detail or in any Lot Number or Section Number, and particularly paragraphs 8 and 9 above, where there is a conflict between the language in this the Fourth Amendments and the Third Amendments (which are recorded in Book T-7 at page 366) the language in the Fourth Amendments shall always control.

300

V-7

All of the lots hereinabove enumerated and all of the land located upon said maps 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 this instrument. The restrictions in these four referred to instruments are hereby reaffirmed by Watauga Vista, Inc., except as hereinabove stated.

Building sizes and quality in the original covenants recorded in Book E-7 at page 124 of the Macon County Public Registry shall not be effective in any manner on the three sections herein described and restricted. The first amendments to covenants recorded in Book H-7 at page 273 of the Macon County Public Registry as regards building sizes and quality shall not be effective on the three sections herein described. The three sections herein described shall be restricted as follows:

No buildings shall be erected with an enclosed floor space of less than 800 feet, exclusive of carport, patios, terraces and gazeboes. Porches under roof shall be computed at one-half the square footage. There is no minimum requirement as regards 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.

Other than these changes and additions which relate to all areas as referred to in this instrument and the four preceding instruments, none of the covenants, easements, reservations, terms and conditions governing these sections is altered or changed and specifically, the three 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 four 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 22 day of November, 1967.

WATAUGA VISTA, INCORPORATED

ATTEST: Scot  
Terrell H. Hines  
 Assistant Secretary

By: Malcolm H. MacNeill  
 President

STATE OF FLORIDA  
DADE COUNTY

I, David C. Brown, a Notary Public of and for the County of Dade, State of Florida, do hereby certify that on this the 22<sup>nd</sup> day of November, 1967, 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 Wetauga 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 22<sup>nd</sup> day of November, 1967.

My Commission Expires: SEAL  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES (DATE)

David C. Brown  
Notary Public

NORTH CAROLINA  
MACON COUNTY

The foregoing or annexed certificate of David C. Brown, a Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Book V-7 at page 300.

This 5 day of Dec., 1967, at 9:00 o'clock A.M.

Robert H. Hays  
REGISTER OF DEEDS

33  
**THE SEVENTH AMEND. RECORDED JULY 30, 1969.**

IN THIS SEVENTH AMENDMENT ALL REMAINING LOT MUST BE AT LEAST 1000 SQ. FT.  
NO MENTION OF PORCHES IN EXCLUSIONS.

36  
**THE EIGHTH AMEND. RECORDED SEPT. 11, 1970**

THIS SEEMS TO AFFECT ALL REMAINING LOTS AND EXPLAINS PREVIOUS RESTRICTIONS.

1. NO TYPE OF TRAILER OR MOBILE HOME ALLOWED ON ANY LOT EXPECT IF GARAGED OR NOT VISIBLE.
2. UPON PLANS FOR CONSTRUCTION BEING APPROVED, \$500 TO BE POSTED WITH BC TO INSURE COMPLIANCE WITH REQUIREMENT THAT CONSTRUCTION BE COMPLETED WITHIN ONE YEAR. IF OUTSIDE COMPLETED - MONEY REFUNDED WITH 6% INTEREST. IF OUTSIDE NOT COMPLETED, MONEY WILL BE FORFEITED.
3. ALL HOMES FROM FIRST AMENDMENT( JUNE 1965) MUST HAVE PERMANENT TYPE OF PLUMBING AND RUNNING WATER. PERMANENT TYPE SEWAGE DISPOSAL SYSTEM ALSO.

40  
**THE NINTH AMEND. RECORDED DEC. 9 & 10, 1970**

INCLUDES NEW PLATTED AREAS.

44  
**THE TENTH AMEND. RECORDED OCT. 25, 1971.**

INCLUDES NEW PLATTED AREAS.

**THE ELEVENTH AMEND. RECORDED APR. 28, 1972**

CHANGES PARAGRAPHS 10, 11 AND 13 OF FIRST AMEND. DATED MAY 18, 1965 AS FOLLOWS:

10. BUILDING LOTS SHALL BE OFFERED FOR SALE TO WV AT SAME PRICE OF HIGHEST BONA-FIDE OFFER. NO RESTRICTIONS ON MORTGAGING.
11. IF OWNER DECIDES TO SELL DWELLING, THE SALE OR LEASE MUST BE MADE TO A BUYER APPROVED BY BC. PROVIDED HOWEVER, THAT ANY PROPERTY OWNER

WHO DESIRES TO CONVEY HIS PROPERTY BY MORTGAGE OR DEED OF TRUST MAY DO SO AT ANY TIME WITHOUT PRIOR APPROVAL.

13. IN THE EVENT AN OWNER OF A LOT DESIRES TO SELL OR LEASE THE LOT, THE SALE OR LEASE MUST BE COMPLETED THROUGH THE BC; PROVIDED HOWEVER THE OWNER SHALL HAVE UNRESTRICTED RIGHTS TO EXECUTE A MORTGAGE OR A DEED OF TRUST.

*WVOA Bylaws adopted July 1, 1977*

*P52*

THE TWELFTH AMEND. DATED JUNE 9, 1978



*P53*

ALL PURCHASERS OF ANY LOT IN THE WATAUGA VISTA SUBDIVISIONS SOLD AFTER THE DATE OF THE ORIGINAL COVENANT ARE REQUIRED TO BECOME MEMBERS OF THE WATAUGA VISTA OWNERS' ASSOCIATION (WVOA) FEES ARE SET FORTH. FAILURE TO PAY FEES CONSTITUTES A LIEN AGAINST THE REAL PROPERTY IN FAVOR OF WV AND WVOA.

*this*

*this*

*P54-*

*IX. ... the terms of this instrument shall prevail over the terms of the ~~the~~ preceding instruments with reference to the covenants + restrictions.*

8/19/98

*? Mar 02 Dec 1980 - transfer to WVOA*

*Dec 1991 - release + dissolution all its from WV to WVOA*



① AUG 1964

6 PAGES

E-7

124

COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS, TERMS  
AND CONDITIONS GOVERNING WATAUGA VISTA SUBDIVISION, MILL-  
SHOALS TOWNSHIP, MACON COUNTY, NORTH CAROLINA

A. PREAMBLE

These presents, made and entered into this the 24th day of August, 1964, and placed on the Macon County records as hereinafter stated, are made for the purpose of governing Watauga Vista subdivision so that it shall be an area which shall be suitable and inviting to build and maintain homes.

B. AREA OF APPLICATION

The terms of this instrument and all parts thereof shall be applicable to the areas described and laid out on the four following maps which are recorded in the Macon County Register of Deeds office as follows:

(1) That map or plat of Watauga Vista Subdivision, Section A, Millshoals Township, Macon County, North Carolina, surveyed by Lake R. Ledford, and recorded on the 5th day of February, 1962, in Macon County Public Registry, Plat Book 2 at Page 14 and being all the numbered lots and areas located thereon, excepting Lots Numbers 1 and 35.

(2) That map or plat of Watauga Vista Subdivision, Section 1, Millshoals Township, Macon County, North Carolina, surveyed by Kenyon E. Hyde in April, 1963, and recorded on the 5th day of April, 1963, in Macon County Public Registry, Plat Book 2 at Page 31.

(3) That map or plat of Watauga Vista Subdivision, Section 3, Millshoals Township, Macon County, North Carolina, surveyed by Kenyon E. Hyde in April, 1964, recorded on the 24th day of June,

1964, in Macon County Public Registry, Plat Book 2 at Page 42.

(4) That map or plat of Watauga Vista Subdivision, Section 2, Millshoals Township, Macon County, North Carolina, surveyed by Kenyon E. Hyde in April, 1963, recorded on the 8th day of July, 1964, Plat Book 2 at Page 43.

C. RESIDENTIAL AREA COVENANTS

1. No lots shall be used except for residential purposes except as hereinafter stated. No building shall be erected, altered, or permitted to remain on any lot other than a one family residence. No lot shall have more than a one family residence. Nothing herein shall prevent the owners from dedicating to the public such roads alleys and parkways as they may deem proper.

2. Architectural Control. No building shall be erected unless it is compatible with the surroundings and harmony with the area and existing structures.

3. Detached garages, guest houses or servants quarters may be built in addition to the dwelling house.

4. Building sizes and quality. No building shall be erected with an enclosed floor area of less than 450 square feet, exclusive of carports, screened areas, patios, terraces and gazebos. It is the intention and purpose of these covenants to assure that all dwellings shall be of good quality and good workmanship.

5. Building materials. No buildings with tar paper siding or tin roofs may be built.

6. Trailer parks. There shall be no trailer parks located on this subdivision. Parking of trailers shall be permitted by

lot owners on their own premises for no longer than one year, and then they must be removed.

7. Other structures. No barn, shack, chicken houses, outside toilets or any other building shall be built or used at any time either on a temporary or permanent basis.

8. Sewage. No sewage or other pollution shall be discharged directly into a stream or upon the land. No open toilet shall be permitted. All septic tanks and sewage systems shall meet the minimum requirements as set out in Bulletin 5-19 "Residents Sewage Disposal Plants" published by the North Carolina Department of Health. Garbage may not be disposed of in any fashion except in some manner approved by Watauga Vista, Inc.

9. Drainage and pipe line easements. Watauga Vista hereby retains the right on and over any lot to construct and maintain water and sewer lines, storm and drain sewers for the purpose of draining the higher lots across the lower lots and conveyance of water from one lot to another.

D. COMMERCIAL

There shall be no commercial use of the property described herein, except that Watauga Vista retains the right to make and assign the right of commercial use for lands located within 350 lineal feet of U. S. Highway 441, and Lots 1 and 35, Plat Book 2 at Page 14, Macon County Register of Deeds.

E. PUBLIC UTILITIES

Watauga Vista has not, at the time of the placing of these