

F6 / 408-424  
9/12/1978

STATE OF NORTH CAROLINA  
COUNTY OF ASHE

DECLARATION OF RESTRICTIONS, CONDITIONS,  
EASEMENTS, COVENANTS, AGREEMENTS,  
LIENS AND CHARGES

THREE TOP MOUNTAIN

THIS DECLARATION made this 12th day of September, 1978,  
by Ecological Development Inc., hereinafter  
called "Declarant";

W I T N E S S E T H:

WHEREAS, declarant is the owner of that certain real  
property located in Ashe county, North Carolina, described in  
the Supplemental Declaration attached hereto as Exhibit A and  
made a part hereof; and

WHEREAS, it is the desire and intention of Declarant  
to sell the above described real property and to impose upon  
it mutual, beneficial restrictions, conditions, easements,  
covenants, agreements, liens and charges under a general plan  
or scheme of improvement for the benefit of all the said lands  
and the future owners of said lands;

NOW, THEREFORE, Declarant hereby declares that all of  
the property described above is held and shall be held, con-  
veyed, hypothecated, encumbered, leased, rented, used, occu-  
pied and improved subject to the following provisions, restric-  
tions, conditions, easements, covenants, agreements, liens and  
charges, all of which are declared and agreed to be in further-  
ance of a plan for the subdivision, improvement, and sale of the

said real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and every part thereof, and all of which shall run with the land and shall be binding on all parties having or acquiring any part thereof.

#### I. DEFINITIONS

The following terms as used in this Declaration and any Supplemental Declaration of Restrictions are defined as follows:

- (a) "Articles" means the articles of incorporation of the Association.
- (b) "Association" shall mean and refer to the THREE TOP MOUNTAIN PROPERTY OWNER'S ASSOCIATION, INC.
- (c) "Board" means the Board of Directors of the Association.
- (d) "By-Laws" means the by-laws of the Association.
- (e) "Committee" means the Architectural Control Committee.
- (f) "Declaration" means this Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges and any amendments hereto.
- (g) "Developer" means Ecological Development, Inc., its successors and assigns.
- (h) "Development" means all that real property situated in Ashe County, North Carolina, described in the Supplemental Declaration and all other real prop-

erty which may be annexed thereto as provided herein.

(I) "Owner" means: any person or legal entity, including Developer who holds fee simple title to any Lot; Except that where a lot is being sold by Developer under an agreement for deed, the Buyer thereunder and not the Developer shall be deemed to be the owner (This Definition is confined solely to the purposes of this Declaration).

(j) "Supplemental Declaration" means (1) the recorded Supplemental Declaration attached hereto as Exhibit A, those subsequently recorded; or, (2) in the case of real property being annexed to the Development, the recorded Supplemental Declaration which incorporates the provision of this Declaration therein by reference. In either event, the Supplemental Declaration shall include a description of the real property in the Development subject to the provisions of this Declaration and shall designate the permitted uses of such property.

(k) "Improvements" means all buildings, out-buildings, streets, roads, driveways, parking areas, fences, retaining and other walls, docks, piers, hedges, poles, antennae and any other structures of any type or kind.

(L) "Campsite" means a lot designated on the recorded plats or in a supplemental declaration for occupancy and use in accordance with these restrictions for camping purposes.

(m) "Lot" means any numbered lot or parcel within the development shown on a plat.

II. PRINCIPAL USES

The Supplement Declaration shall designate the principal uses of each Lot made subject to the Declaration. If a use other than those set out herein is designated, provisions relating to permissible uses may be set forth in the Supplemental Declaration. The provisions for Campsites and single Family Residential are set out below:

A. Campsites:

1. General. Owners thereof may place thereon tents, recreational vehicles and similar types of vehicles or equipment. Except as approved by the Committee or Developer, no permanent or semi-permanent structure or improvements may be erected on any Campsite, nor may any mobile home signed for permanent occupancy be located or placed thereon, it being the intention of Developer to exclude such mobile homes from use on the Campsites. No recreational vehicle other than those described or defined above shall be placed on any Campsite unless approval therefore shall have been obtained from the Committee or Developer. All recreational vehicles shall be maintained in an operable condition at all times.

2. Removal. Recreational vehicles may be placed on a Campsite for a consecutive period of not more than thirty (30) days and no more than 180 days each year and in no event shall any Campsite be the primary and principal residence of the owner or occupant thereof, it being the express intention of Developer that all the Campsites within the Development are intended for use and occupancy for recreational purposes only and are not to be used for primary residential purposes.

3. Camping Accessories. Notwithstanding any provisions herein contained to the contrary, picnic tables, benches, storage sheds, fire boxes of fireplaces and similar items of personal property providing they are of types which meet the standards published in the Association Rules and Regulations, may be placed on a Campsite. All personal property on a Campsite shall be maintained in good condition so as not to become unsightly. Owners wishing to erect tents upon a Campsite may do so, except that, unless in actual use, they shall not be left standing during the period between December 1st and the following April 1st.

4. Set-Back Requirements. Each recreational vehicle or tent placed upon a Campsite shall be at least: (a) 15 feet from the front lot line; (b) 15 feet from the back lot line; (c) 7 feet from side lot lines.

**B. Single Family Residential:**

1. Only Single Family Dwellings and such outbuildings as are usually accessory thereto shall be permitted on any Lot designated as single family residential. The following restrictions shall apply specifically to such Lots:

2. Minimum Area. No Dwelling shall be permitted on any lot with a first floor area (exclusive of roofed or unroofed porches, terraces, garages, carports or other outbuildings) of less than 600 square feet. Necessary parking area shall be provided by each individual Purchaser in a manner that will not obstruct road traffic.

3. Set-Backs. No building shall be located on any residential lot nearer to the front lot line than 10 feet. No building shall be located nearer than 15 feet from the side lot line or 15 feet from the rear lot line.

4. Time to Construct. There shall be no time limit during which construction of houses must be started, however, building must be completed within a period of one year from the date construction commences.

III COVENANTS RELATION TO USE,  
UPKEEP AND CONSTRUCTION ON LOTS

1. No Further Subdivision. No Lot or parcels shall be resubdivided or contain more than one (1) dwelling, or its boundary lines changed, except with the written consent of the Developer. However, Developer hereby expressly reserves the right to replat any two (2) or more Lots shown on the plat of said subdivision prior to their sale. The provisions hereof shall apply to each such Lot so created.

2. Approval for Plans and Location for Construction. No building, fence, wall or other structure shall be erected or maintained upon any Lot, nor shall any Lot, nor shall any exterior addition or change or alteration be made to any structure until two (2) copies of the plans and specifications showing the nature, kind, shape, height, materials, and other pertinent information relating to the proposed construction, together with two (2) copies of the plot plan showing the location of the proposed construction shall have been submitted to and approved in writing as to the harmony of the external design and location in relation to surrounding structures and topography by the Committee.

3. Temporary Structures. Unless specifically provided under this declaration, no shed, tent, trailer, basement, shack, garage or temporary building shall be erected, maintained or used on any lot or portion thereof; provided, however, that said temporary buildings for use incidental to the initial construction of improvements and structures permitted thereon may be constructed and maintained, but said temporary buildings shall be promptly removed upon the completion of such construction work, but in any event within one year from the date of construction of such temporary structure.

4. Compliance With All Applicable Governmental Regulations. All construction shall be in compliance with all applicable state and local governmental regulations including building codes and zoning regulations.

5. No Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. All Lots shall be kept free of accumulations of brush, trash, junk, building materials, inoperable automobiles or other unsightly things. After fourteen (14) days written notice to the Owner, sent to the address contained in the list maintained by the Association, the Association reserves the right of entry for the purpose of clearing away any such violation, assessing the cost thereof against the Owner and such assessment shall be in force as other liens herein provided for.. The Developer need not comply with this provision until all development work has been completed and the common properties deeded to the Association.

6. Restrictions on Signs and Mailboxes. No signs except those of the Developer will be permitted without the prior written consent of Developer. The Committee may require the grouping on mailboxes and newspaper containers and may make other requirements concerning their location on the lots.

7. Refuse Disposal and Concealment of Fuel Storage Tanks and Trash Receptacles. Fuel storage tanks on any lot shall not be visible from any street, or adjoining water or other common area within the subdivision. No accumulation of refuse or garbage except in such concealed receptacles, shall be permitted.

8. Maintenance of Lots and Improvements. The Owner shall be responsible for and shall maintain and keep in good condition the lot and all improvements thereon. In the event of failure of the Owner to maintain the lot and/or the improvements thereon in good condition, the Association may make such repairs and perform such maintenance as may be necessary for the general benefit of the remaining Owners. The cost thereof shall be assessed against the Owner, and such assessment shall be enforced as other liens herein provided for..

9. Mining and Drilling. No oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor wells for the production of, or from which there may be produced, oil or gas shall be dug or operated upon said premises, nor shall any machinery, appliance, or structure ever be placed, operated or maintained thereon in connection therewith. Nor shall any mineral excavation, or shafts, or machinery used incident thereto be permitted upon or in any Lot. No derrick or other structure intended for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.



10. Animals. No livestock, poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept and horses and ponies may be kept, provided none of such animals are kept, bred or maintained for any commercial purposes. No pets or other animals shall be kept in such number or in such manner as to constitute a nuisance.

11. Burning permits. No open fires shall be permitted without a burning permit secured from the appropriate governmental agency. Fires shall be contained within approved camp stoves or fire boxes.

#### IV RESERVATION OF EASEMENTS

1. Utility Easements. Developer hereby reserves the right without further consent from any land owner to grant to any public utility company, municipality, or other governmental unit, water or sewer company, an easement for a right-of-way in all streets and roads on which the land hereby conveyed abuts and also in and to a 10-foot strip of land located along the front lot line, and a 5-foot strip of land located along any other lot line, for the right to erect and lay, or cause to be erected or laid, maintained, removed, or repaired, all light, telephone, and telegraph poles, wires, water and gas pipes and conduits; catch-basins, surface drains, sewage lines, and other customary or usual appurtenances as may, from time to time, in the opinion of the Developer, or any utility company, or governmental authority, be deemed necessary maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby against Developer is hereby waived by the Buyer.

2. Connection to Sewerage and Water System. All buildings or structures to be inhabited or requiring water and/or sewerage disposal shall connect with central water and/or sewerage disposal utilities within thirty (30) days after being made available, at Owner's expense. However, wells may be maintained for outside use, including watering of lawns and swimming pools, but subject to approval of duly constituted public health authorities.

3. Septic Tanks and Wells: All septic tank systems and wells shall meet the requirements of the North Carolina State Board of Health and local Health Departments.

4. Traffic Regulation. Until such time as a public body accepts dedication of all roads shown on the above referenced plats, Declarant shall have the right and power and option to establish and enforce rules and regulations governing the operation of vehicles and conveyances, motor powered or otherwise, on the streets and roads of the subdivision. Such rule and regulation making power and option shall include, but is in no way limited to, the establishment and enforcement of speed limits, stop signs, yield signs, no parking zones, traffic control signals, safety zones and other traffic control and safety devices, rules and regulations together with reasonable remedies, including fines for violations of such rules or regulations. The right and power and option herein given to Declarant in this Article may be assigned to any appropriate governmental body or authority or to the Association.

## V. PROPERTY OWNERS' ASSOCIATION

1. Membership Covenant. All Owners of Lots in Three Top Mountain, are members of the Three Top Mountain Property Owners' Association upon signing the contract to purchase. Each Owner of a lot subject to these covenants and restrictions shall maintain one (1) membership for each lot owned by him and shall maintain such membership or memberships in good standing as long as such person is the Owner of such lot or lots and during such time shall abide by the By-Laws of the Association, as may be amended from time to time, and further agrees to pay to the Association an annual charge, initially \$35.00 per lot, payable in a manner established by said Association, said annual charge being a reasonable, necessary and proportionate charge for the maintenance, upkeep and operation of the Association.

Provided however, that in this respect, the Subdivider shall not be considered an Owner unless the annual assessment is insufficient any particular year, in which event, the Subdivider shall be responsible for any excess money required up to a limit of the then annual assessment per lot per year, measured by the number of lots not yet sold whether by Deed or by Agreement for Deed, i.e., those lots still owned by the Subdivider.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser or greater amount. Any change in the annual assessment from that made in the prior year, to be effective and binding on the Owner,

must be communicated to the Owner, in writing, on or before November 1 of the year preceding the year in which such assessment shall be charged.

In addition to the annual assessments authorized hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, but which may be payable annually over a period not to exceed five years, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that notwithstanding any provision of this Declaration, the Articles of Incorporation or the By-laws, any such assessment shall be approved by both (i) a vote of a majority of the record owners other than the developer, and holders of an Agreement for Deed; and (ii) the developer. Approval rights of the developer under this provision shall cease when the number of lots owned by the developer equals 20% or less of the total lots in the subdivision.

Provided however, that any portion of the annual assessment which has not been fully utilized during a particular calendar year, shall be applied to that portion of Special Assessment for Capital Improvement which may be due from the Subdivider under this section; and provided further, however, that the Subdivider's responsibility with respect to Special Assessments shall be limited up to the sum of the then annual assessment per lot per year, measured by the number of lots not yet sold whether by

Deed or Agreement for Deed, i.e., those lots still owned by the Subdivider.

The due date of any Special Assessment shall be fixed in the resolution authorizing such Assessment.

This membership covenant shall be deemed to run, with the land and the nonpayment of the annual charge when they become due shall bear an eight (8%) percent interest rate from the date due until paid and shall become a lien upon the applicable Lot in favor of said Association, and shall be enforceable by the said Association as by law may be provided.

2. Architectural Control Committee. The

Association shall select an Architectural Control Committee to perform the functions set out herein and such other functions as shall be assigned to it. Until such time as the Architectural Control Committee has been selected, the Developer may carry out that Committee's functions.

VI. REMEDIES FOR VIOLATIONS, AMENDMENTS AND TERM

1. Enforcement. Shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

2. No Rights Waived By Delay. No delay or omission on the part of the Developer or the Owner or Owners of any lot or lots in said property, in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, restrictions, conditions, easements, covenants, agreements, liens and charges herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against Developer for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein provisions, restrictions, conditions, easements, covenants, agreements, liens and charges which may be unenforceable.

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

4. Amendment. Any of the provisions of this Declaration may be annulled, amended, or modified as to all or part of the lots subject to these restrictions at any time by the filing in the Office of the Register of Deeds for Ashe County an instrument setting forth such annulment, amendment or modification, executed by either the Developer, or assigns at any time during which it owns of record, lots in Three Top Mountain or adjacent properties which it has or intends to subdivide or the Owner or Owners of record (as shown upon the records in the Office of the Register of Deeds for Ashe County at the time of filing of such instrument) of seventy-five percent. (75%) of the Lots subject to these restrictions.

5. Term. The provisions of this Declaration shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded at which time said covenants shall be automatically extended for successive periods of ten (10) years unless prior to the beginning of such a ten (10) year period an instrument signed by the then Owners of a majority of lots subject to this Declaration agreeing to terminate, amend or modify these restrictions shall have been recorded in the Office of the Register of Deeds for Ashe County, North Carolina.

6. The lots, in addition to the restrictions and conditions herein contained, are conveyed subject to all present and future rules, regulations, and resolutions of the County of Ashe, State of North Carolina, if any, relative to the zoning and the construction and erection of any buildings.

7. Notices. Any notice required to be sent to any member or Owner under the provisions of the Declaration

shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

- 8. Assignment. Once the Developer has conveyed by Warranty Deed or Agreement for Deed at least 550 lots, it may assign any and all rights and responsibilities, other than assessment obligations, it has under the terms of this declaration to the Three Top Mountain Property Owners' Association. In the event the Developer transfers all of its remaining interest in the Subdivision to third parties, the third parties shall become the Declarant and have all the rights and responsibilities of the Developer under the terms of this declaration.

IN WITNESS WHEREOF, THE DECLARANT HAS EXECUTED THIS DECLARATION THE DAY AND YEAR FIRST ABOVE WRITTEN.

(Seal)

(Corporate Seal)

Ecological Development, Inc.

By Martin G. Rothman  
Martin G. Rothman, President

ATTEST

Edward J. [Signature]  
Assistant Secretary



EXHIBIT A

I. Property subject to these declaration of restrictions, conditions, easements, covenants agreements, liens and charges:

Lots 22, 24 through 26 inclusive; lots 29 through 32 inclusive; lots 34 through 36 inclusive; lots 38 through 843 inclusive; lots 32 through 62 inclusive of the Plat of Glen Sections, as Recorded in Plat Book 3, Page 30 Three Top Mountain continuation of Ridgewood Section, a subdivision in Creston and West Jefferson Township, Ashe County, North Carolina, as Recorded in the office of the Register of Deeds of Ashe County, North Carolina, in Book 4, Page 22.

II. Lots 22, 24 through 26, 29 through 32, 34 through 36, 38 through 843 are designated for occupancy and use in accordance with the restrictions for single family residential purposes.

III. Lots 32-62 of the Plat of Glen Section Recorded in the office of the Register of Deeds of Ashe County, North Carolina, in Book 3, Page 30, are designated for occupancy and use in accordance with these restrictions for camping purposes.

Exhibit A  
Amended  
in 189/302  
MSP

STATE OF NORTH CAROLINA

Ashe County.

Office of Register of Deeds Filed for registration on the 13 day of September 19 78 at 9:20 o'clock A. M. and duly registered in said office this 13 day of September 19 78, in Book F.6 Page 408-424

Shirley B. Wallace  
Register of Deeds

By Deputy: Velma S. Taylor

STATE OF NORTH CAROLINA  
COUNTY OF ASHE

AMENDMENT TO DECLARATION OF RESTRICTIONS,  
CONDITIONS, EASEMENTS, COVENANTS,  
AGREEMENTS, LIENS AND CHARGES

THREE TOP MOUNTAIN

WHEREAS, Ecological Development, Inc., filed the above designated declaration, dated 12 September 1978, and recorded in the Ashe County Public Registry in Book F-6, at pages 408-424, with an attached Exhibit "A"; and

WHEREAS, the declarant, Ecological Development, Inc., wishes to amend Exhibit "A", and the same is hereby amended as follows:

Property subject to this Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges:

- I. Lots 22, 24-26, 29-32, 34-36, 38-51, 53-120, 122-130, 132-137, 141-148, 150, 154, 156, 158, 160-172, 174-184, 188, 189, 196, 206-210, 213-299, 306-316, 319-340, 362-365, 371, 376, 377, 382, 383, 385-391, 394-411, 422-466, 468, 469, 472, 476-494, 497, 499-523, 525-564, 575-587, 589-594, 604-634, 637-656, 659-720, 723-745, 752-821, 824, 828-839, 841-843 and Lots 53A, 74A, 158A, 160A, 161A, 255A, 316A, 446A, 449A, 519A, 536A, 543A, 544A, 546A, 548A, 548B, 550A, 555A, 581A, 583A, 584A, 604A, 611A, 682A, 695A, 702A, 706A, 732A, 771A, 790A, 793A, 814A, as recorded in plat Book 4, page 22, of the Public Records of Ashe County, N. C. and subsequent replat recorded in Plat Book 4, page 340-A.
- II. Lots 32-62 of the replat of the Glen Section as recorded in Plat Book 3, page 30, of the Public Records of Ashe County, N. C.
- III. All lots listed in Paragraph I above are designated for occupancy and use in accordance with the restrictions for single-family residential purposes.
- IV. All lots listed in Paragraph II above are designated for occupancy and use in accordance with the restrictions for camping purposes.

This 2 day of March, 1983.

ECOLOGICAL DEVELOPMENT, INC.

By: Robert Birenbaum  
Robert Birenbaum, President

(Corporate Seal)

ATTEST: [Signature]

NORTH CAROLINA  
ASHE COUNTY

AMENDED DECLARATION OF RESTRICTIONS,  
CONDITIONS, EASEMENTS, COVENANTS,  
AGREEMENTS, LIENS AND CHARGES

THREE TOP MOUNTAIN DEVELOPMENT  
PLAT BOOK 4, PAGE 355-A, ASHE COUNTY REGISTRY

THIS DECLARATION, made this 16th day of April, 1987,  
by Highlands Properties, Inc., hereinafter called "Declarant";

W I T N E S S E T H:

WHEREAS, declarant has acquired by virtue of deed recorded in Book of Deeds 158, pages 1490-1493, inclusive, Ashe County Registry, more than seventy-five percent (75%) of the lots subject to prior Declaration filed by prior developer, Ecological Development, Inc., and of record in Book F-6, pages 408-424, inclusive, Ashe County Registry; and

WHEREAS, said Declaration provided in Sub-paragraph 4 of Article VI thereof that "Any of the provisions of this Declaration may be annulled, amended, or modified as to all or part of the lots subject to these restrictions at any time by the filing in the Office of the Register of Deeds for Ashe County an instrument setting forth such annulment, amendment or modification, executed by either the Developer, or assigns, at any time during which it owns of record lots in Three Top Mountain or adjacent properties which it has or intends to subdivide or the owner or owners of record (as shown upon the records in the Office of the Register of Deeds for Ashe County at the time of filing of such instrument) of seventy-five percent (75%) of the lots subject to these restrictions"; and

WHEREAS, declarant herein plans to continue and improve the development of the lands described in Plat Book 4, page 355-A, Ashe County Registry, known as Three Top Mountain Development; and

WHEREAS, the original declarant, Ecological Development, Inc., now controls less than twenty-five percent (25%) of said development, and the present owner of more than seventy-five percent (75%) of said development, the declarant herein, modifies said Declaration as follows:

1. That Highlands Properties, Inc., the declarant herein, hereby adopts and ratifies the Declaration of record in Book F-5, pages 408-424, inclusive, Ashe County Registry, as the restrictions for said development or subdivision.

2. Amendment. Any of the provisions of this Declaration may be annulled, amended, or modified as to all or part of the lots subject to these restrictions at any time by the filing in the Office of the Register of Deeds for Ashe county an instrument setting forth such annulment, amendment or modification, executed by either the developer, or assigns, at any time during which it owns of record lots in Three Top Mountain or adjacent properties which it has or intends to subdivide or the owner or owners of record (as shown upon the records in the Office of the Register of Deeds for Ashe County at the time of filing of such instrument) of seventy-five percent (75%) of the lots subject to these restrictions.

This 16th day of April, 1987.

(CORPORATE SEAL)

HIGHLANDS PROPERTIES, INC.

*Amendment to F6/  
408-424  
(4-16-1987)*

STATE OF FLORIDA  
DADE COUNTY

I, a Notary Public of the County and State aforesaid, certify that A. Russell Maddox, personally came before me this day and acknowledged that he is Secretary of Highlands Properties, Inc., a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by A. Russell Maddox as its Secretary.

Witness my hand and official seal, this 16 day of April, 1987.



Mary Jane Maddox (SEAL)  
Notary Public

My commission expires:

Notary Public, State of Florida  
~~My Commission Expires Sept. 24, 1988~~  
Bonded Thru Troy Felt - Insurance, Inc.

NORTH CAROLINA, ASHE COUNTY

The foregoing certificate(s) of Mary Jane Maddox, A  
Notary Public of Dade County, Florida

is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Ashe County, North Carolina in Book 158 Page 2147-2148  
This 29th day of APRIL A.D., 1987  
9:05 o'clock A.-M.

SHIRLEY B. WALLACE  
SHIRLEY B. WALLACE  
Register of Deeds

By Deputy: Mary R. Hart