

## 5 Acres of Creekfront Paradise in Villages of Plott Creek!



- A very special opportunity to own almost 5 acres of creekfront paradise
- Serene, gated privacy in Villages of Plott Creek!
- Easy paved access and less than 10 minutes to the vibrant mountain town of Waynesville
- Power, cable and phone all available at the property
- Amazing setting with Plott Creek flowing thru the middle of the property!
- Large trees and gentle topography
- Incredible scenic creekfront home site where you can create your own magical mountain retreat!



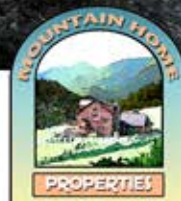
Offered for \$175,000  
MLS# 4085254



**Mountain Home Properties** [www.mountaindream.com](http://www.mountaindream.com)

Contact: Steve DuBose - [sdubose@mountaindream.com](mailto:sdubose@mountaindream.com) 828-622-3222

Cindy DuBose - [cdubose@mountaindream.com](mailto:cdubose@mountaindream.com) 828-734-9158



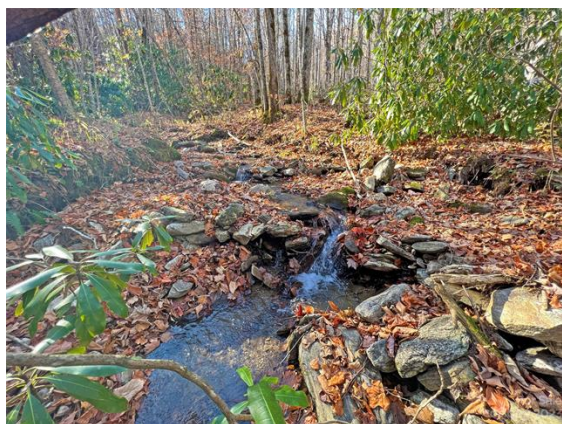


# 104-A Sweetwater Lane Unit #104-A, Waynesville, North Carolina 28786

## 104-A Sweetwater Lane #104-A, Waynesville, North Carolina 28786

List Price: **\$175,000**

MLS#: **4085254** Category: **Lots/Acres/Farms** County: **Haywood**  
Status: **ACT** City Tax Pd To: **No City Taxes Paid** Tax Val: **\$104,100**  
Subdivision: **Villages of Plott Creek** Zoning: **RES** Complex:  
Parcel ID: **7685-96-8271** Deed Ref: **1085/712**  
Legal Desc: **CABC 1854**  
Apprx Acres: **4.88** Apx Lot Dim:  
Lot Desc: **Creekfront, Private, Stream/Creek, Waterfall - Artificial**  
Elevation: **3500-4000 ft.**



### General Information

Type: **Acreage**  
Can Divide?:  
\$/Acres: **\$35,875.36**  
Levels:

### School Information

Elem: **Hazelwood**  
Middle: **Waynesville**  
High: **Tuscola**

### Land Information

Apprx Acres: **4.88**  
Acres Cleared:  
Acres Wood:  
Min SF to Bld: **1,500**  
Prop Found:  
Rd Frontage:  
Lot Desc: **Creekfront, Private, Stream/Creek, Waterfall - Artificial**  
Restrictions: **Private Road**  
**Architectural Review, Deed, Use**

### Utility/Plan Information

Sewer: **Septic Needed**  
Water: **Well Needed**  
Dwellings: **No**  
Beds Septic:

### Additional Information

Prop Finance: **Cash, Conventional, Exchange** Lease Considered: **No**  
Ownership: **Seller owned for less than one year**  
Spcl Cond: **None**  
Rd Respons: **Privately Maintained Road**

### Features

Lot Description: **Creekfront, Private, Stream/Creek, Waterfall - Artificial**  
Waterbody Nm:  
View: **Mountain(s), Water**  
Fixtures Exclsn: **No**  
Exterior Cover:  
Road Surface: **Paved**  
Suitable Use: **Private Estate, Recreational/2nd House, Residential**  
Utilities: **Cable Available, Cable Connected, Electricity Connected, Wired Internet Available**  
Comm Feat: **Gated Community**

Lake/Wtr Amen: **None**  
Doors:  
Basement Dtls:  
Road Frontage: **Private Road**  
Patio/Porch:  
Fire Sprinkler:

### Association Information

Subject to HOA: **Required** Subj to CCRs: **Yes** HOA Subj Dues: **Mandatory**  
HOA Mangemnt: **Bill Kaddy** HOA Phone: **828-246-4951** Assoc Fee: **\$900/Annually**

### Remarks Information

Public Rmrks: **A very special opportunity to own almost 5 acres of creekfront paradise in Villages of Plott Creek! Serene, gated privacy with easy paved access and less than 10 minutes to the vibrant mountain town of Waynesville. Power, cable and phone all available at the property. Amazing setting with Plott Creek flowing thru the middle of the property! Large trees and gentle topography. Incredible scenic creekfront home site where you can create your own magical mountain retreat!**  
Directions: **From Hwy. 23-74 take Exit 100 and bear right onto Eagle's Nest Rd. Turn left on Will Hyatt Rd. to right on Plt Creek Rd. Continue to the entrance of Villages of Plott Creek on left. Go thru gate and continue to slight right onto Sweetwater Lane to property on right. From downtown Waynesville take South Main St. to right on Hazelwood Ave. which will become Plott Creek Rd. Continue until you reach the entrance of Villages of Plott Creek on left. Follow the rest of directions as noted above.**

### Listing Information

DOM: **0** CDOM: **0** Slr Contr:  
UC Dt: DDP-End Dt: LTC:



# 104-A Sweetwater Lane Unit #104-A, Waynesville, North Carolina 28786

MLS#: 4085254

104-A Sweetwater Ln Unit #104-A, Waynesville, NC 28786

Price: \$175,000











**Community Pavilion**

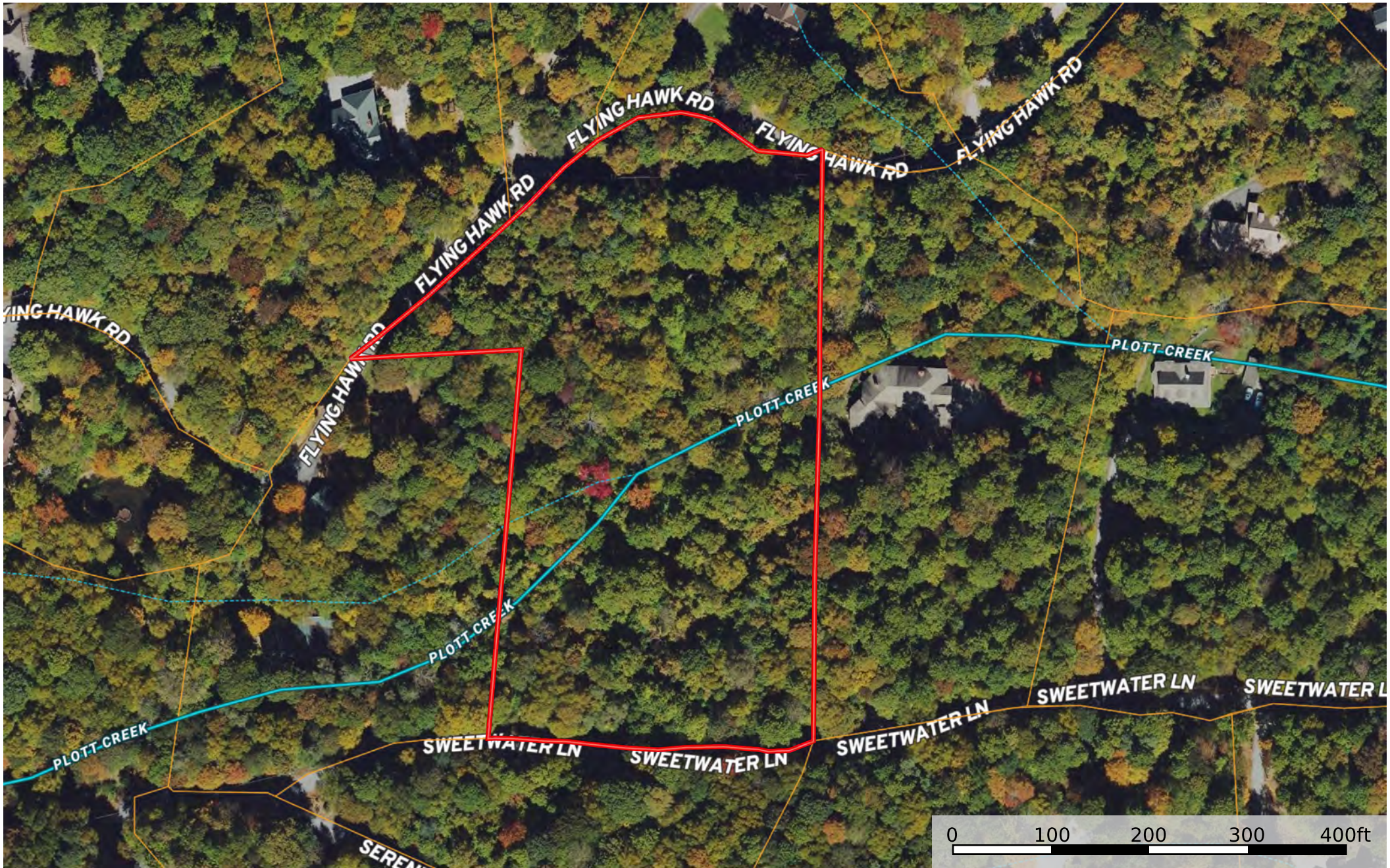


**Community pavilion**



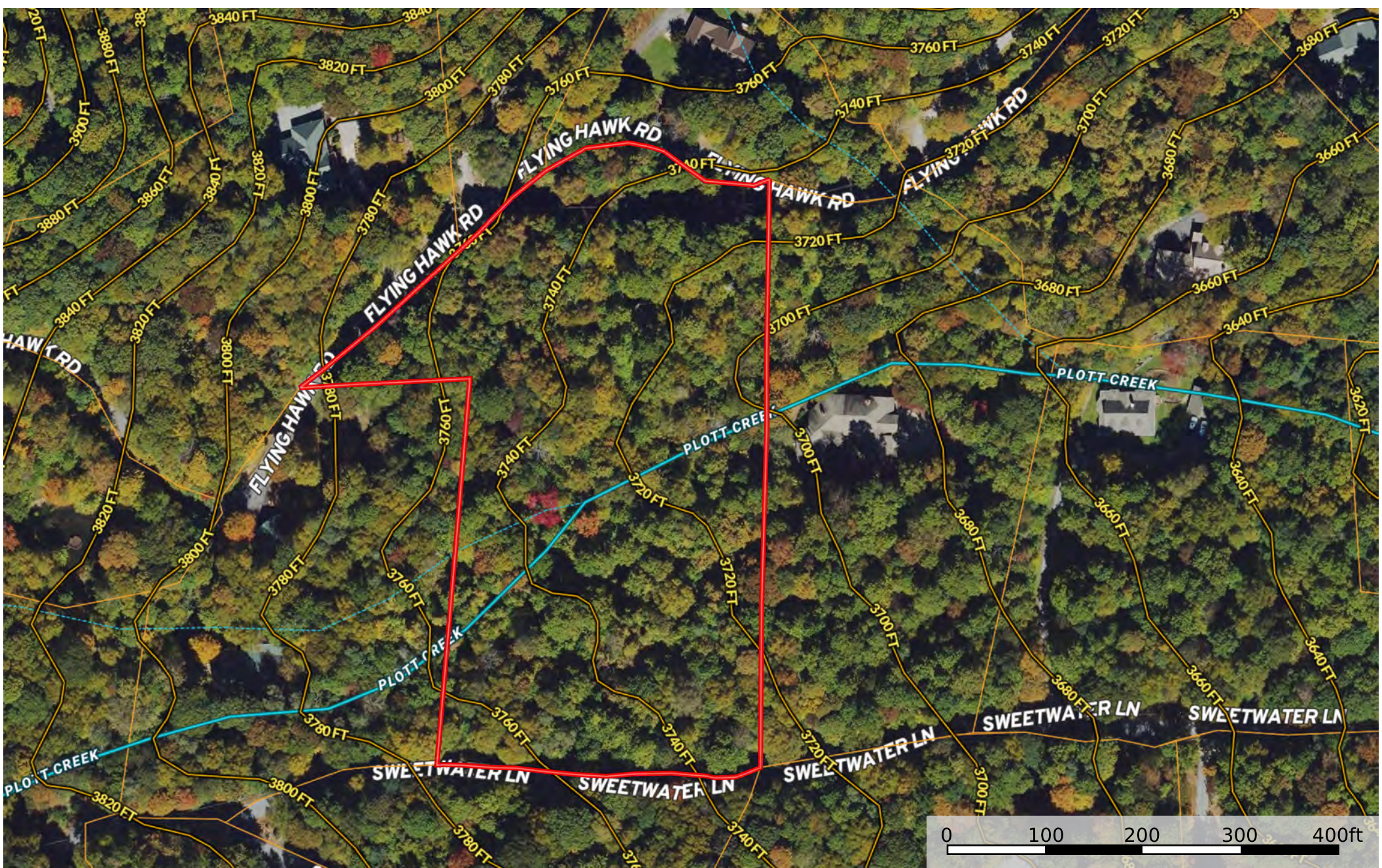


104-A Sweetwater Lane  
North Carolina, 4.8 AC +/-





104-A Sweetwater Lane  
North Carolina, 4.8 AC +/-



Boundary Stream, Intermittent River/Creek Water Body



State of North Carolina, County of

I, Raymond M. Herron, Register of Deeds of Haywood County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Raymond M. Herron  
Register of Deeds  
Date: 5-1-98  
by: [Signature]

"I hereby certify that this plat was reviewed and approved by the Haywood County Planner for recording in the office of the Register of Deeds of Haywood County."

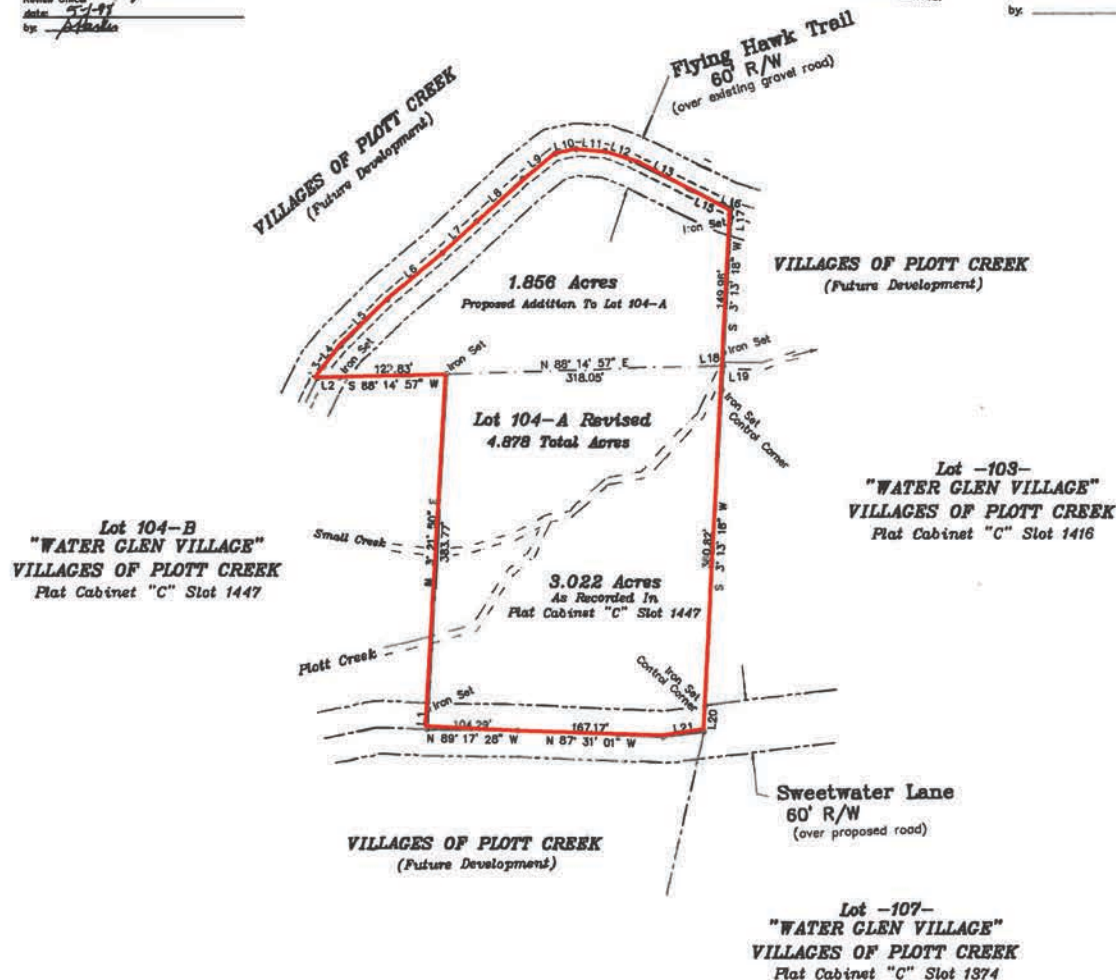
Kathleen Boyd  
Haywood County Planner  
Date: 4-30-98

REGISTERED  
C PAGE 1854  
PLAT - 1 PM 12:39

State of North Carolina, County of Haywood

Filed for registration on the 1st day of May 1998  
At 12:39 clock PM, and recorded in Plat Cabinet  
Slot 1854

James R. Manning  
Register of Deeds - Haywood County  
by: [Signature] Assistant Deputy



---NOTES---

- 1 - Acreage calculated by Coordinate Computation Method.
- 2 - All property corners not described are computed "points" only.
- 3 - Property is subject to all applicable easements and rights of way of record.
- 4 - Error of closure meets or exceeds 1:10000+.
- 5 - This Survey meets the requirements of a Class "A" Survey.
- 6 - North is Deed North of Deed Book 391, Page 718.
- 7 - There is no recoverable Horizontal Control within 2000'.
- 8 - Property is not in a flood hazard area.
- 9 - All roads are private.
- 10 - This is a recombination of an existing parcel of land.

**REVISION OF LOT 104-A  
"WATER GLEN VILLAGE"  
VILLAGES OF PLOTT CREEK  
J. T. POWELL, JR. & OTHERS  
OWNERS / DEVELOPERS  
Waynesville Township Haywood County, N.C.**

scale: 1" = 100' date: April 27, 1998 drawn by: DGG

survey by: J. RANDY HERRON, R.L.S. L-3202  
Herron Surveying, P.C.  
311-A Miller Street Waynesville, NC 28786  
(704) 456 - 5761

references: Deed 399-1027 1985-360-A

PIN # 7655-05-3991



POW104A.DWG  
LOT 104-A, B, C, D LOT 104

I, J. RANDY HERRON certify that this plat was drawn under my supervision from an actual survey made under my supervision; that the boundaries not surveyed are clearly indicated as drawn from information found in referenced documents; that the ratio of precision as calculated is 1:12,000+; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my hand and seal this 27th day of April 1998.

J. Randy Herron  
Registered Land Surveyor  
Registration number L-3202  
4-27-98

Line	Bearing	Distance			
L1	N 3° 21' 50" E	22.53'	L12	S 70° 13' 34" E	32.13'
L2	S 88° 14' 57" W	25.64'	L13	S 63° 48' 15" E	74.41'
L3	N 28° 08' 57" E	15.70'	L14	N 0° 00' 00" E	0.00'
L4	N 38° 47' 05" E	30.62'	L15	S 64° 39' 18" E	47.27'
L5	N 45° 35' 50" E	74.34'	L16	S 72° 24' 57" E	5.40'
L6	N 50° 12' 12" E	83.13'	L17	S 3° 13' 18" W	13.89'
L7	N 47° 43' 43" E	83.47'	L18	S 3° 13' 18" W	15.26'
L8	N 47° 25' 19" E	71.74'	L19	S 3° 13' 18" W	27.76'
L9	N 52° 42' 38" E	46.91'	L20	S 3° 13' 18" W	30.21'
L10	N 77° 29' 50" E	25.16'	L21	S 83° 02' 39" W	47.26'
L11	S 86° 09' 17" E	33.37'			



**OWNERS' ASSOCIATION DISCLOSURE ADDENDUM**

**NOTE:** For when Residential Property and Owner's Association Disclosure Statement is not required (For example: New Construction, Vacant Lot/Land) or by agreement of the parties.

Property: **Lot 104-A Flying Hawk Trail, Waynesville, NC 28786**

Buyer: \_\_\_\_\_

Seller: **Joey Fitts, Juliana G. Fitts**

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Buyer and Seller for the Property.

For the purposes of this Addendum, "Development" means any planned community or condominium project, as defined by North Carolina law, which is subject to regulation and assessment by an owners' association.

Any representations made by Seller in this Addendum are true to the best of Seller's knowledge, and copies of any documents provided by Seller are true copies relating to the Development, to the best of Seller's knowledge. Seller does not warrant the accuracy, completeness, or present applicability of any representation or documents provided by Seller, and Buyer is advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

1. Seller represents to Buyer that the Property is subject to the following owners' association(s) [insert N/A into any blank that does not apply]:

☒ (specify name): **Villages of Plott Creek HOA** whose regular assessments ("dues") are \$ **900.00** per **year**. The name, address and telephone number of the president of the owners' association or the association manager are: **Bill Kaddy - 828-246-4951**

Owners' association website address, if any: \_\_\_\_\_

☐ (specify name): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager are: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

2. Seller represents to Buyer that the following services and amenities are paid for by the above owners' association(s) from the regular assessments ("dues"): (Check all that apply)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Master Insurance Policy                                    | <input type="checkbox"/> Street Lights                         |
| <input checked="" type="checkbox"/> Real Property Taxes on the Common Areas                    | <input type="checkbox"/> Water                                 |
| <input type="checkbox"/> Casualty/Liability Insurance on Common Areas                          | <input type="checkbox"/> Sewer                                 |
| <input type="checkbox"/> Management Fees   | <input checked="" type="checkbox"/> Private Road Maintenance   |
| <input type="checkbox"/> Exterior Building Maintenance   | <input type="checkbox"/> Parking Area Maintenance              |
| <input type="checkbox"/> Exterior Yard/Landscaping Maintenance                                 | <input type="checkbox"/> Common Areas Maintenance              |
| <input type="checkbox"/> Trash Removal   | <input type="checkbox"/> Cable                                 |
| <input type="checkbox"/> Pest Treatment/Extermination  | <input type="checkbox"/> Internet service                      |
| <input checked="" type="checkbox"/> Legal/Accounting   | <input type="checkbox"/> Storm Water Management/Drainage/Ponds |
| <input checked="" type="checkbox"/> Recreational Amenities (specify): <b>Open Air Pavilion</b> | <input checked="" type="checkbox"/> Gate and/or Security       |

☒ Other (specify) **One time \$3,000 impact fee when home construction begins**

☐ Other (specify) \_\_\_\_\_

Page 1 of 2



This form jointly approved by:

North Carolina Bar Association

North Carolina Association of REALTORS®, Inc.

Buyer initials \_\_\_\_\_ Seller initials JE JS



STANDARD FORM 2A12-T

Revised 7/2022

© 7/2023



3. As of this date, there are no other dues, fees or Special Assessments payable by the Development's property owners, except: **none**

4. As of this date, there are no unsatisfied judgments against or pending lawsuits involving the Property, the Development and/or the owners' association, except: **none**

5. The fees charged by the owners' association or management company in connection with the transfer of Property to a new owner (including but not limited to document preparation, move in/move out fees, preparation of insurance documents, statement of unpaid assessments, and transfer fees) are as follows: **none**

6. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

The parties have read, understand and accept the terms of this Addendum as a part of the Contract.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

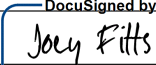
Name: \_\_\_\_\_

Print Name

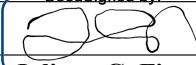
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 11/4/2023

DocuSigned by:  
Seller:   
Joey Pitts 55CB488...

Date: 11/4/2023

DocuSigned by:  
Seller:   
Juliana G. Pitts 1C444...

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_



STATE OF NORTH CAROLINA  
COUNTY OF HAYWOOD

REGISTERED  
OK 449 PAGE 963

95 SEP 29 PM 4:54

9987 CHD

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF THE  
VILLAGES OF PLOTT CREEK SUBDIVISION  
(AS AMENDED)

REGISTER OF DEEDS  
HAYWOOD CO., N.C.

THIS AMENDED DECLARATION, made and entered into this the 29  
day of September, 1995, by and among:

J. T. POWELL, JR. AND WIFE, JEAN POWELL,  
J. T. POWELL, III AND WIFE, SHARON POWELL,  
By their Attorney in Fact, Gerald W. Powell,

and

GERALD W. POWELL, UNMARRIED,

and

SAMMIE N. POWELL

and

DALENE POWELL, Wife of SAMMIE N. POWELL, and

J. N. POWELL, JR. and wife, DORIS POWELL,

By their Attorney in Fact, SAMMIE N. POWELL,

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hereinafter referred to as "Subdividers";

and all future owners of the property more particularly described  
on the attached Exhibit "A",

hereinafter referred to as "Homeowners".

W I T N E S S E T H:

WHEREAS, the Subdividers are the current owners of lots in the  
subdivision known as the VILLAGES OF PLOTT CREEK, being more  
particularly described on the attached Exhibit "A".

WHEREAS, the Subdividers have previously recorded restrictions  
in Deed Book 448 at Page 1725, Haywood County Registry, and by  
these presents desire to amend same.

WHEREAS, Subdividers for the benefit of such property and for  
the benefit of future homeowners, desire to restrict said  
subdivision which shall be developed and used exclusively as  
hereinafter set forth; and,

NOW, THEREFORE, for and in consideration of the premises and  
the advantages for which the Subdividers and the future homeowners  
will receive from the sale of such lots in a restricted  
subdivision, Subdividers, for themselves, their successors and  
assigns in title hereby revoke the restrictions previously recorded



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which affect unconveyed lots and restrict the above referred unconveyed lots as follows:

1. Use Restrictions. All the land lots shall be considered agricultural and residential property and shall be used for private agricultural and residential purposes only. No commercial enterprise or commercial animal or commercial agricultural operation shall be maintained on any lot.

2. Buildings. All buildings erected shall be in compliance with applicable building, zoning, and health codes of the State of North Carolina. All buildings erected on each lot shall be completely finished and all construction debris removed within twenty-four (24) months of commencement of construction. No Homeowner shall voluntarily cease construction subsequent to commencement and shall always make a continued effort to complete all construction in a timely manner according to the size of the constructed dwelling. Each Homeowner is responsible for their construction site being maintained in a neat and orderly manner.

No residence erected shall be more than a single family residence and shall have a minimum of 1500 square feet of heated area, with a minimum of 1200 square feet of heated area on the main level, excluding, but not limited to garages, carports, decks, porches. All exposed block shall be covered in rock, brick and/or stucco.

3. Subdividing. Lots may be subdivided once. Subdivision shall not result in a Homeowner obtaining additional votes in the Homeowners' Association if the subdividing Homeowner retains any ownership interest, individually or corporate, in the subdivided lot or lots.

4. Nuisances. All buildings, fences, and grounds of each lot shall be maintained in a neat and orderly manner at all times. Refuse piles, trash, scrap metals, non-operative vehicles, old household appliances and equipment not associated with farming shall not be allowed to be placed or maintained on any lot. All oil and/or gas tanks shall be buried, or hidden with an enclosed wooden fence or landscaping shrubbery.

Adjoining Homeowners, by mutual agreement, shall cut or trim trees and plants so as to maintain views and vistas in the interest of shared enjoyment of distant scenes. The cutting or trimming shall be done selectively so as to attain an artistic or pleasing result. Subdividers (Homeowners' Association after assumption date) reserve a right of access to cut and trim trees after the Homeowners have agreed same. Subdivider (or Homeowners' Association) shall notify the Homeowner in writing thirty (30) days in advance of the Subdividers' intention to perform same including



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in said notice what trees or plants will be cut or trimmed and the extent of same. Nothing contained in this paragraph shall be construed to place an affirmative obligation on the Subdividers or Homeowners' Association to do or perform such cutting or trimming.

5. Land Clearing and Excavating. No owner shall clear-cut timber on any lot. Excavation on any lot shall be done in a manner to maintain proper drainage, prevent erosion, and in no way to cause adverse environmental detriment to the owners or adjoining lots. No mineral exploration or mining will be allowed.

6. Animals. No owners shall allow their animals to trespass on adjoining lots. All animals must be fenced or constrained and maintained in a healthful condition. No livestock, swine or any other animal which would constitute a private or public smell or nuisance shall be allowed upon any lot. No exotic pets such as lions, tigers, etc. shall be permitted without the written approval of all other property owners.

7. Utility Easements. A utility easement is reserved ten (10) feet in width over and across each and every lot, the centerline of said ten-foot utility easement to run with all the boundary lines of said lots. The Subdividers do hereby reserve unto themselves, their heirs, assigns, and successors, a utility easement within the margins of all dedicated roads, streets, and road rights of way within the Subdivision. The utility easements reserved herein shall be for the purpose of construction, maintaining and repairing telephone and electric lines, as well as any future cable, water, sewer, or any and all other utilities.

8. Setback Requirements. The setback requirements for all buildings shall be 30 feet from all property lines or 40 feet from the center of any road right of way. Subdividers (Homeowners' Association after all lots are sold by Subdividers) reserve the right to amend the setback requirement in the event the above setback line is impractical or is a hardship upon any Homeowner.

9. Temporary Structures. No temporary structure, including but not limited to mobile homes, RV's, camper and/or travel trailer, and any other like outbuilding, shall be placed or maintained on any lot, with the exception of the first six months of construction of a permanent dwelling. During the first six months of construction, Subdividers will allow one temporary structure per lot. The Homeowner shall maintain the temporary structure and surroundings in a neat and orderly manner.

Subsequent to a six-month period allowing a temporary structure, the Homeowner shall then enclose the temporary structure in a garage or outbuilding, constructed with the same exterior siding and roof as the future primary dwelling. If the temporary



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structure is not enclosed as hereinabove mentioned, then the Homeowner will remove the temporary structure from the property in a timely manner. Subsequent to construction, the lot shall be used strictly for rural residential homes and the normal outbuildings connected with same.

10. Road Construction. Subdividers shall be responsible for the initial construction of paved roads (8" of ABC stone with 3 bituminous surface treatments, 16 feet in width where practicable) within the Subdivision and two security gates (rock pillars with key code on the second entrance and with smaller rock pillars without key code at the first entrance). Homeowners, pursuant to the obligations imposed by these restrictions and the Homeowners' Association, shall be responsible for their pro rata share of maintenance and repair of the roads and gates.

11. Road Maintenance. Subsequent to the initial improvements for proper drainage and paving of the subdivision roads, the future maintenance and repair of those roads and road rights of way within the Subdivision shall be equitably divided and apportioned to each lot within each section of the subdivision, with the owner of each lot (including Subdividers) therefore being responsible for the pro-rata share of said road maintenance and repair in the Subdivision. The owner of each residential lot shall, by the acceptance of a deed or other conveyance for such lot, be deemed obligated to pay to the Subdividers or the Homeowners' Association after assumption date an annual assessment or charge to be fixed, established or collected on a lot by lot basis. Said annual assessment or charge shall be due on January 1 of the year for which it is assessed. Each lot subject to these restrictions is hereby made subject to a continuing lien to secure the payment of each assessment or charge when due. Such assessment or charge shall be in an amount to be fixed from year to year by the Subdividers or the Homeowners' Association after assumption date, which may establish different rates from year to year as it may deem necessary and may establish different rates for various general classifications of lots according to use or location of said lots. Subdividers or the Homeowners' Association after assumption date may levy additional assessments if necessary to meet the needs of the Subdivision or any portion thereof. The judgment of the Subdividers or the Homeowners' Association after assumption date in making the assessments or charges or additional assessments and the expenditure of funds shall be final.

The Subdividers shall be responsible for making and collecting the assessments against the owners until the Homeowner's Association as herein provided assumes those responsibilities. A road impact fee not to exceed \$500 (subject to modification by Homeowners' Association at 5 year intervals) may be charged to each lot owner, either by the Subdividers or by the Homeowners'



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Association after assumption date, for the repair and maintenance of said subdivision roads prior to or during the construction of a permanent residence or dwelling.

12. Reservation of Right of Way by Subdividers. Subdividers own undeveloped property lying west of the Subdivision which they intend to develop. Subdividers reserve a right of way for ingress, egress and regress and utilities over the dedicated rights of way within the Subdivision. Subdividers, their heirs and assigns shall be responsible for helping maintain on the same basis as contained herein any right of way used by Subdividers, their heirs and assigns; however, Subdividers reserve the right to negotiate binding road maintenance agreement with any third party buying the remainder of the Subdividers which shall have a road maintenance agreement compatible with the one contained herein or one which assumes greater responsibility for any road used.

13. Homeowners' Association. Membership is mandatory in the Homeowner's Association to be created by Subdividers subsequent to this declaration of restrictive covenants. Homeowner, by acceptance of title to a lot within this Subdivision, is automatically a member of same and subject to the Declarations and By-Laws of the Association. Prior to conveyance of fourteen lots within this Subdivision to Homeowners, Subdividers shall be responsible for the duties of the Homeowners Association. After conveyance of fourteen lots (herein referred to as "assumption date") as aforesaid then the Homeowners Association shall assume those duties.

14. Notices. Any notice required to be sent to any owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as owner of record on the public records of Haywood County, North Carolina.

15. Costs and Expenses. Any lot owner (which term shall include all members of the lot owner's family) breaching the term of this declaration shall be liable for all costs of such breach, including court costs and reasonable attorney's fees.

16. Duration of Restrictions. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of those persons owning 75% of said tracts agree to change said covenants in whole or in part.



IN WITNESS WHEREOF, the said Subdividers have hereunto set their hands and seals, the day and year first above written.

*J. T. Powell Jr. by attorney-in-fact*

*Gerald Powell* (SEAL)  
J. T. POWELL, JR., by his attorney-in-fact

*Jean Powell by attorney-in-fact*

*Jean Powell* (SEAL)  
JEAN POWELL, by her attorney-in-fact

*Gerald Powell* (SEAL)  
GERALD POWELL

*J. T. Powell III by attorney-in-fact*

*Gerald Powell* (SEAL)  
J. T. POWELL, III, by his attorney-in-fact

*Sharon Powell by attorney-in-fact*

*Sharon Powell* (SEAL)  
SHARON POWELL, by her attorney-in-fact

*J. N. Powell Jr. by attorney-in-fact*

*Sammie N. Powell* (SEAL)  
J. N. POWELL, JR., by his attorney-in-fact

*Doris Powell by attorney-in-fact*

*Doris Powell* (SEAL)  
DORIS POWELL, by her attorney-in-fact

*Sammie N. Powell* (SEAL)  
SAMMIE N. POWELL

*Dalene Powell by attorney-in-fact*

*Dalene Powell* (SEAL)  
DALENE POWELL, by her attorney-in-fact

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STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

I, a Notary Public of said County and State, do hereby certify that GERALD W. POWELL, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 29th day of September, 1995.

Leanna R. Moody (SEAL)  
NOTARY PUBLIC

My Commission Expires: May 5, 1997

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

I, a Notary Public of said County and State, do hereby certify that SAMMIE N. POWELL, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 29th day of September, 1995.

Leanna R. Moody (SEAL)  
NOTARY PUBLIC

My Commission Expires: May 5, 1997

696000



STATE OF NORTH CAROLINA  
COUNTY OF HAYWOOD

I, the undersigned Notary Public of said County and State, do hereby certify that GERALD W. POWELL, Attorney-In-Fact for J.T. POWELL, JR., and Wife, JEAN POWELL, and J.T. POWELL, III, and Wife, SHARON POWELL, personally appeared before me this day and after being first duly sworn, say that GERALD W. POWELL executed the foregoing instrument for and in behalf of the said J.T. POWELL, JR., and Wife, JEAN POWELL, and J.T. POWELL, III, and Wife, SHARON POWELL and that his authority to execute and acknowledge said instrument is contained in a Power Of Attorney duly executed, acknowledged, and recorded; and that this instrument was executed under and by virtue of the authority given by said Power of Attorney granting GERALD W. POWELL, Power of Attorney for J.T. POWELL, JR., and Wife, JEAN POWELL, and J.T. POWELL, III, and Wife, SHARON POWELL.

I do further certify that the said GERALD W. POWELL acknowledged the due execution of the foregoing instrument for the purposes therein expressed for and in behalf of the said J. T. POWELL, JR., and Wife, JEAN POWELL, and J.T. POWELL, III, and Wife, SHARON POWELL.

Witness my hand and Notarial Seal, this the 29th day of September, 1995.

Reanna R. Moody  
NOTARY PUBLIC

My Commission Expires:

May 5, 1997

000970



STATE OF NORTH CAROLINA  
COUNTY OF HAYWOOD

I, the undersigned Notary Public of said County and State, do hereby certify that SAMMIE N. POWELL, Attorney-In-Fact for J. N. POWELL, JR., and Wife, DORIS POWELL, and DALENE POWELL, Wife of SAMMIE N. POWELL, personally appeared before me this day and after being first duly sworn, say that SAMMIE POWELL executed the foregoing instrument for and in behalf of the said J. N. POWELL, JR., and Wife, DORIS POWELL, and DALENE POWELL, Wife of SAMMIE N. POWELL, and that his authority to execute and acknowledge said instrument is contained in a Power Of Attorney duly executed, acknowledged, and recorded; and that this instrument was executed under and by virtue of the authority given by said Power of Attorney granting SAMMIE N. POWELL Power of Attorney for J. N. POWELL, JR., and Wife, DORIS POWELL, and DALENE POWELL, Wife of SAMMIE N. POWELL.

I do further certify that the said SAMMIE N. POWELL acknowledged the due execution of the foregoing instrument for the purposes therein expressed for and in behalf of the said J. N. POWELL, JR., and Wife, DORIS POWELL, and DALENE POWELL, Wife of SAMMIE N. POWELL.

Witness my hand and Notarial Seal, this the 29th day of September, 1995.

Leanna R. Moody  
NOTARY PUBLIC

My Commission Expires:

May 5, 1997

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

THE FOREGOING CERTIFICATE(S) of Leanna R. Moody

is/are certified to be correct. This instrument was presented for registration this the 29 day of September, 1995, at 4:54 p.m. and duly recorded in the Office of the Register of Deeds for Haywood County in Book 449, Page 963.

Amy R. Munay  
REGISTER OF DEEDS, HAYWOOD COUNTY

By: Jackie S. Davis, Deputy

0000971