

REGISTERED

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*Orville D. Coward, Jr.*  
REGISTER OF DEEDS  
NORTH CAROLINA

Prepared by:  
Orville D. Coward, Jr.  
9 West Main Street  
Franklin, NC 28734

STATE OF NORTH CAROLINA  
COUNTY OF MACON AND COUNTY OF JACKSON

"H"-LOTS

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
AND AMENDMENT TO COVENANTS AND RESTRICTIONS

GOLF PROPERTIES, INC., a North Carolina corporation, and SECURITY-HIGHLANDS II LIMITED PARTNERSHIP, a South Carolina limited partnership authorized to do business in the State of North Carolina, a Memorandum of Partnership Agreement of the same being recorded in the office of Register of Deeds for Macon County, North Carolina, in Book D-18 at page 267, and being recorded in the office of Register of Deeds for Jackson County, North Carolina, in Book 713 at page 141, by and through its sole general partner, SECURITY SAVINGS AND LOAN ASSOCIATION, a State chartered Savings and Loan Association, organized and existing under the laws of the State of Mississippi, the owners of the lands described hereinbelow, pursuant to the Amended Declaration of Protective Covenants and Restrictions Providing for Highlands Falls Community Association, Inc., recorded in the office of Register of Deeds for Macon County, North Carolina, in Book K-14 at page 204, and recorded in the office of Register of Deeds for Jackson County, North Carolina, in Book 600 at page 68, and also pursuant to the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Highlands Falls Country Club Community, recorded in the office of Register of Deeds for Macon County, North Carolina, in Book K-14 at page 203, and recorded in the office of Register of Deeds for Jackson County, North Carolina, in Book 600 at page 49, hereby submit the following described property to be encumbered by and subject to the provisions of the above referenced documents:

Lying and being in Highlands Township, Macon County, and Cashiers Township, Jackson County, North Carolina, and more particularly described as follows:

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BEING all of the lots in Block H, Section II, Highlands Falls Country Club Subdivision, as shown on the plat recorded in Plat Cabinet 5, Slide 426, Jackson County Public Registry. Reference is hereby specifically made to said plat as so recorded for a full and complete description of said lots.

BEING all of the lots in Block J, Section II, Highlands Falls Country Club Subdivision, as shown on the plat recorded on Plat Card # 777, Macon County Public Registry. Reference is hereby specifically made to said plat as so recorded for a full and complete description of said lots.

Said Amended Declaration recorded in Book K-14 at page 204, Macon County Public Registry, and in Book 600 at page 68, Jackson County Public Registry, is amended by adding the following language to Article VII, Section 4 "Enforcement":

All members of the Highlands Falls Community Assoc., Inc., both present and future shall be deemed to have entered into a contract with the Association, for the purposes of N.C.G.S. 44A-8. Such contract shall be evidenced by the lot owner's acceptance of a deed from Golf Properties, Inc., or its successors or assigns, and such lot owner's consequent membership in the Association. Upon any member's noncompliance with the requirements of either the Architectural Review Board or the Environmental Control Committee established by the above referenced and other documents, the Committee or Board shall have the right to enter upon the land of such member for the purposes of inspecting, repairing or doing any act which would bring such member's property into compliance with the requirements of the Committee or Board. Such entry shall not be a trespass upon land, but shall be deemed to have been contracted for as above provided. The Committee or Board shall thereafter have the right to assess such member for any expense incurred and such activity and assessment shall be a lien upon the property of the member. The Committee or Board shall have the right to enforce such lien pursuant to the provisions of N.C.G.S. 44A-2 et. seq.

Article IV, Section 3 of said Amended Declaration is amended by adding the provision that the easements and roads together with the utilities thereon and thereunder as shown on the above referenced plats will be conveyed on completion to Highlands Falls Community Association, Inc., subject to such retained easements as shall be designated by the grantors in such conveyances.

Said Amended Declaration is further amended by adding the following language to Article VI, Section 1:

"(d) for a sewer treatment facility of those lots connected to the central sewer system in Section II."

Said Amended Declaration recorded in Book K-14 at page 204, Macon County Public Registry, and in Book 600 at page 68, Jackson County Public Registry (hereinafter called "Amended Declaration"), and said Declaration recorded in Book K-14 at page 203, Macon County Public Registry, and in Book 600 at page 49, Jackson County Public Registry (hereinafter called "Declaration"), are amended further by adding the following provisions, and all of the lots in Block H, Section II, Highlands Falls Country Club Subdivision, as shown on the above-referenced plat thereof recorded in the Jackson County Public Registry, are hereby made subject to the following provisions:

The lots in Block H, Section II, Highlands Falls Country Club Subdivision, are so situated as to have attractive views and vistas, and the value and desirability of the lots in Block H, Section II, are increased by the views and vistas. In some instances, in order to protect, preserve and enhance the views and vistas that can be enjoyed from the lots in Block H, Section II, it will be necessary that trees, shrubs and foliage be pruned, trimmed or removed upon other lots in Block H, Section II. If any owner of any lot within Block H, Section II, shall desire to have the views and vistas from such owner's lot protected, preserved or enhanced by the pruning, trimming or removal of any trees, shrubs or foliage situated upon any other lot within Block H, Section II, such owner (hereinafter called the "Applying Owner") shall apply in writing to have such work performed. The application shall be submitted in writing to the Board of Directors of Highlands Falls Community Association, Inc. ("the Association") or to such committee as may from time to time be designated by the Board of Directors of the Association to receive and act on such applications ("the Committee"). Upon receipt of such application, the Board of Directors of the Association or the Committee as the case may be, shall notify the owner (hereinafter called the "Affected Owner") of the lot upon which the trees, shrubs or foliage in question are situated, and shall give the Affected Owner the opportunity to be heard upon the application. The Board of Directors of the Association or the Committee as the case may be, shall be empowered to and shall act upon the application and shall, within 30 days of receipt of the application, decide whether to grant the Applying Owner's request, or to partially grant the Applying Owner's request, or to deny the Applying Owner's request, and it shall, upon making

its decision, notify the Applying Owner and the Affected Owner in writing. If the Board of Directors of the Association or the Committee as the case may be, decides that the Applying Owner's request should be granted or partially granted, it shall proceed to perform the pruning, trimming or removal and shall be directly responsible for the performance of the work and for its employees, agents or general contractors who actually perform the work, and it shall not delegate the work either to the Applying Owner or to the Affected Owner. The costs of the work and any other costs and expenses incurred directly or indirectly by the Association in connection with the process of the application and the work shall be borne entirely by the Applying Owner. The Applying Owner may be required, prior to the beginning of the work, to deposit with the Association such amount of money as may be deemed necessary by the Board of Directors of the Association or the Committee as the case may be, to cover the Association's costs of performing the work and any other costs or expenses incurred in the process of the application and the work, such other costs and expenses to include without limitation, administrative expenses and legal fees. At the conclusion of the process of the application and the work, any excess deposit shall be refunded to the Applying Owner, or, if the deposit is inadequate, the Applying Owner shall immediately pay to the Association any of said costs and expenses incurred by the Association over and above the deposit, and if the Association is required to make written demand upon the Applying Owner for the payment of costs and expenses, the amount owed shall bear interest at the rate of 18% per annum from the date of the demand, and the Applying Owner's liability therefor shall be enforceable to the same extent as any other unpaid assessment owing from an owner within the subdivision to the Association. The Board of Directors of the Association or the Committee as the case may be, shall from time to time have the authority to impose such other regulations and requirements on the process set forth herein as it shall reasonably deem appropriate and proper. The Board of Directors of the Association or the Committee as the case may be, shall have full and complete discretion in making the decision on any applications submitted hereunder and in performing any work pursuant thereto. If the decision on any application is made by the Committee, the decision shall be appealable to the Board of Directors of the Association, but the decision of the Board of Directors of the Association, whether acting initially upon the application or upon appeal from the Committee, shall be binding and final. Any work performed on any lot pursuant to these provisions shall include complete and total clean-up of the affected lot including landscaping and re-landscaping, if necessary. Nothing herein shall be deemed to permit any owner of any lot to prune, trim or remove any trees, shrubs or foliage from any lot, including his own lot, whether or not the same be done to protect, preserve or enhance any views or vistas, without the express prior written

permission of the Association, and the provisions hereof shall not be deemed to modify or impair the provisions of the above mentioned Declaration or Amended Declaration in regard to the cutting or removal of vegetation, trees, plants, shrubs or foliage, including particularly but without limitation paragraphs 8 and 9, ARTICLE II, of the above mentioned Declaration.

IN TESTIMONY WHEREOF the parties have hereunto set their hands and seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate seal)  
Attest:  
Lynda N. White  
Its Asst Secretary

GOLF PROPERTIES, INC.  
By: David R. Fowle  
Its Vice - President

SECURITY-HIGHLANDS II LIMITED PARTNERSHIP, a South Carolina limited partnership

By: SECURITY SAVINGS AND LOAN ASSOCIATION, its sole general partner

By: John Howard Lohm  
Its Executive President

(Corporate seal)  
Attest:  
Clayton C. L. Smith  
Its Corp. Secretary

STATE OF NORTH CAROLINA  
COUNTY OF MACON

I, LYNN W. JONES, a Notary Public, do hereby certify that Lynda N. White personally appeared before me this day and acknowledged that she is Asst. Secretary of GOLF PROPERTIES, INC., a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by himself as its Asst Secretary.

WITNESS my hand and Notarial Seal, this the 24<sup>th</sup> day of August, 1990.

My Commission Expires:  
My Commission Expires 2-10-91

Lynn W. Jones  
Notary Public

(Notary Seal)

STATE OF MISSISSIPPI  
COUNTY OF Hinds

I, KAREN E. KENNEDY, a Notary Public, do hereby certify that Alice C. Hamill personally appeared before me this day and acknowledged that she is Corp. Secretary of SECURITY SAVINGS AND LOAN ASSOCIATION, sole general partner of SECURITY-HIGHLANDS II LIMITED PARTNERSHIP, a South Carolina limited partnership, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Exec. Vice President, sealed with its corporate seal, and attested by KEE self as its Corp. Secretary.

WITNESS my hand and Notarial Seal, this the 28<sup>th</sup> day of August, 1990.  
My Commission Expires: March 12, 1992  
Karen E. Kennedy  
Notary Public

(seal)

NORTH CAROLINA  
MACON COUNTY

The foregoing or annexed certificates of Lynn W. Jones and Karen E. Kennedy, Notaries Public, are certified to be correct. This instrument was presented for registration and recorded in this office in Book V-18 at page 1077-1082

This 10<sup>th</sup> day of Sept., 1990, at 9:00 o'clock  
A.M.  
Janet Thomas <sup>RP</sup>  
REGISTER OF DEEDS

NORTH CAROLINA  
JACKSON COUNTY

The foregoing or annexed certificates of Lynn W. Jones and Karen E. Kennedy, Notaries Public, are certified to be correct. This instrument was presented for registration and recorded in this office in Book 763 at page 489.

This 5<sup>th</sup> day of September, 1990, at 9:24 o'clock  
A.M.  
Carol Summ  
REGISTER OF DEEDS