

REGISTERED

2003 MAY 27 P 2:35

Joe Hamilton
REGISTER OF DEEDS
JACKSON CO. N.C.

This instrument prepared by Kimberly R. Coward, Attorney at Law, Cashiers, NC 28717.

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

AMENDED AND RESTATED
DECLARATION OF
PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
TATER KNOB ESTATES SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION is made this the 27th day of May, 2003, by **TATER KNOB PROPERTY OWNERS ASSOCIATION, INC.**, a North Carolina non-profit corporation, hereinafter referred to as "Association", joined by the individual property owners of Tater Knob Estates Subdivision who have joined in execution of this instrument, as set forth in the signature pages attached hereto, herein referred to collectively as "Owners". The terms "Declarant" and "Owners" shall be used herein as neuter singular designation of the parties hereto, their successors, heirs and/or assigns.

WITNESSETH:

THAT, WHEREAS, by Declaration of Restrictions, Covenants and Agreements for Tater Knob, Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, recorded in Book 447, Page 269, Book 500, Page 85 and Book 526, Page 729, DMD Corporation, the initial developer of Tater Knob Estates, subjected the real property described therein to a common scheme of development with uniform restrictions binding each respective owner and purchaser of lots in Tater Knob Estates Subdivision to a uniform set of restrictions; and

WHEREAS, those subject to said Declaration have caused to be incorporated a North Carolina non-profit corporation, TATER KNOB PROPERTY OWNERS ASSOCIATION, INC., for the purpose of maintaining and improving the common areas benefiting Tater Knob Estates Subdivision, and of administering the covenants, conditions, restrictions and easements established hereby; and

WHEREAS, at least sixty-seven (67%) percent of all of said Owners and the Declarant have voted affirmatively to amend the Declaration of Restrictions, Covenants and Agreements by and with this amendment and complete restatement of the said Declaration; and it is the intent of the Declarant and the Owners, as evidenced by the attached certification by the Secretary of the Tater Knob Property Owners Association, Inc., and the attached written consent signed by said Owners to amend and completely restate the aforesaid restrictions by this AMENDED AND RESTATED DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR TATER KNOB ESTATES SUBDIVISION, as set forth on the attached consents.

NOW, THEREFORE, WITNESSETH, that all of the Property described in Exhibit "A" attached hereto and incorporated herein by reference, shall be held, transferred, sold, conveyed, encumbered, leased, used, improved and occupied subject to the provisions of Chapter 47F of the

North Carolina General Statutes and subject to the following covenants, conditions, restrictions and easements which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, conditions, restrictions and easements shall run with the land and be binding upon all persons having or acquiring any right, title or interest in the above-described property or any part thereof, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS

For the purpose of this Declaration the following definitions shall control:

Section 1. "Articles of Incorporation" means the Articles of Incorporation of TATER KNOB PROPERTY OWNERS ASSOCIATION, INC., and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, as may be adopted from time to time pursuant to the terms hereof. Said Articles of Incorporation are attached as Exhibit "B" hereto and incorporated herein by reference.

Section 2. "Association" means TATER KNOB PROPERTY OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation.

Section 3. "Bylaws" means the Bylaws of TATER KNOB PROPERTY OWNERS ASSOCIATION, INC., and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 4. "Common Areas" means all real, tangible and intangible property interests owned by the Association for the common use and enjoyment of the Members of the Association.

Section 5. "Declaration" means this instrument, together with those exhibits which are attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof.

Section 6. "Lot" means any plot of land so designated upon any recorded plat of the Declaration Property or portions thereof.

Section 7. "Member" means a natural person who is either the sole Owner or the person designated by the Owner as defined in this Declaration and in the Bylaws of the Association.

Section 8. "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any lot of Declaration Property.

Section 9. "Plat" means any map of the Declaration Property, which is on record in the Jackson County Registry.

Section 10. "Residence" means the single family dwelling located upon a lot of Declaration Property.

Section 11. "Property" or "Declaration Property" means that certain real property described in Exhibit "A" hereto.

Section 12. "Single-family dwelling" means a residential dwelling, under one roof, for one or more persons, each related to the other by blood, marriage, or legal adoption or, alternately, a group of not more than four (4) persons not so related who shall maintain a common household in such dwelling.

II. OWNER'S RIGHT AND EASEMENT OF ENJOYMENT IN THE ROADS

The non-exclusive right to use all roadways within the Declaration Property shall be an appurtenance to each lot within said property and every owner shall have a right and easement of enjoyment in and to said roads in common with all other owners, subject to:

1. All rules and regulations governing the use and enjoyment of the roads by the Association;

2. The right of the Association to establish easements over the roads for service to or in favor of any private or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers, water pipes, cable television lines or hook-ups or any other utility services serving any tracts within the Declaration Property;

3. All provisions of this Declaration not enumerated above, and all restrictions and provisions contained on the plats of the Property.

III. OWNER'S RIGHT OF ENJOYMENT IN THE COMMON AREAS

The use and enjoyment of common areas and improvements thereon, whether before or after conveyance to the Association, shall be subject to the powers of the Association as set forth in its Articles and Bylaws and the rules and regulations governing the use of such property and improvements as may from time-to-time be adopted by the Association.

IV. ADMINISTRATION, MAINTENANCE AND IMPROVEMENT OF ROADS AND COMMON AREAS; FINANCIAL RESPONSIBILITY OF OWNERS, AGREEMENT FOR ASSESSMENTS AND ENFORCEMENT THEREOF

Section 1. Administration, Maintenance and Improvement.

The Association shall be responsible for the administration, maintenance and improvement of the roads and other common areas in Tater Knob Estates Subdivision.

Section 2. Financial Responsibility of Owners; Assessments by Association.

The Owners are responsible for providing funds necessary to the Association to carry out the above purpose. The Association shall assess each Owner as provided herein for a prorata share of such expenses.

Section 3. Assessments; Personal Obligation of Owners; Creation of Lien.

Each Owner, by acceptance of a deed for a lot, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

- (1) Annual assessments for administration and maintenance.
- (2) Annual assessments for capital improvements.
- (3) Special assessments for administration, maintenance and capital improvements.
- (4) An assessment for damage to or destruction of Association property by a Member or guest of a Member, agents, employees, contractors or subcontractors of a Member, said damages or destruction not to include ordinary wear and tear.
- (5) An assessment levied by the Board for failure by Owner to comply with the rules and regulations of the Association or failure to pay any other assessment levied by the Board.

Section 4. Budget.

The Board of Directors shall adopt a proposed annual budget for the planned community and, within 30 days thereof, shall provide to all owners a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The meeting shall be held not less than 10 nor more than 60 days after mailing of the summary and notice. The budget shall be deemed ratified unless at that meeting a majority of all lot owners in the Association reject the budget.

Section 5. Rate of Assessment.

All annual and special assessments shall be fixed at a uniform rate for each of the following two classes of lots: Improved Lots and Unimproved Lots. For purposes of this Section 5, a lot shall be deemed to be improved once construction of an improvement thereon has commenced.

Section 6. Payment of Assessments.

The assessments levied by the Association shall be paid to the Association on or before August 1 of each year and considered delinquent after September 1 or on the dates fixed by

resolution of the Board. Written notice of the charge and the date of payment shall be sent to each Owner at the address last given by Member to the Association.

Section 7. Effect of Non-Payment of Assessments; Remedies of The Association; The Personal Obligation of Owner; The Lien.

A. Any assessment levied against a lot remaining unpaid for a period of 30 days or longer shall constitute a lien on that lot when a claim of lien is filed of record in the office of the clerk of superior court in the manner provided in the North Carolina General Statutes, Section 47F-3-116. The Association may foreclose the claim of lien in like manner as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the General Statutes. All fees, charges, late charges, fines, interest, and other charges are enforceable as assessments. The Association shall have any other remedy available under the law, including but not limited to those set forth in North Carolina General Statutes Chapter 47, Sections 47F-3-107 and 47F-3-107.1

B. If any assessment against a lot is not paid by the due date, such assessment shall be delinquent and shall bear interest from the due date at the rate of eighteen per cent (18%) per annum, or the maximum interest rate allowed by law, whichever is lower.

C. If any delinquent assessment is not paid within (30) days from the due date as established herein or by resolution of the Board of Directors, and is placed in the hands of an attorney for collection, there shall be added to the amount due all costs of collection, including reasonable attorney's fees.

Section 8. Owner May Not Escape Liability by Non-Use of Roads and/or Common Areas.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the roads and/or common areas or abandonment of his lot.

Section 9. Suspension of Owner's Rights While Delinquent.

A hearing shall be held before the Board of Directors to determine if any Owner should be fined or if planned community privileges or services should be suspended. The Owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision.

Section 10. Surplus Funds.

The provisions of N.C.G.S. § 47-F-3-114 notwithstanding, the Association shall have no duty to refund surplus funds as described therein, after taking into account any reserves properly established by the Board, unless the per lot credit to the Owners in Tater Knob Estates Subdivision would be in excess of \$500.00 per lot.

Section 11. Prior to Construction.

At least 30 days prior to commencement of construction of any structure on any lot, the Owner shall submit to the Board of Directors a sketch of such structure and information sufficient to determine compliance with the provisions of Sections 1, 2 and 3 of Article V of this Declaration.

V. RESTRICTIONS ON USE

Section 1. Use of Lots Restricted to Residential Purposes.

No lot shall be used except for one single family dwelling. There shall be no commercial activity on any lot.

There shall be no heated habitable structure on any lot other than said single family dwelling, nor shall any structure, other than said single family dwelling, contain an operating toilet.

Section 2. Setbacks.

Any and all improvements except landscaping shall be located not less than ten (10) feet from all lot lines. In addition, any and all improvements except landscaping shall be located not less than fifteen (15) feet from the centerline of any road and shall comply with all setbacks required by the Jackson County Building Codes. In the event the Jackson County Building Code setbacks are in excess of those stated herein, the Building Code requirements will supercede the setbacks set forth hereinabove.

Section 3. Minimum Square Footage Requirements.

No single-family dwelling shall contain less than 1,000 square feet of finished, enclosed, heated living space.

Section 4. Completion of Construction.

Construction and improvements, once commenced, shall be completed within twenty-four (24) months. Improvements not so completed or upon cessation of construction for twelve (12) consecutive months or construction which has been partially or totally destroyed and not rebuilt or cleaned away so as to leave a neat and tidy appearance, within twelve (12) months shall be deemed a nuisance. For purposes of this Section 4, completion of construction shall be defined as the date upon which a certificate of occupancy is issued to the Owner by the Jackson County Building Department.

Section 5. Maintenance of Lots and Improvements.

All lots, whether occupied or unoccupied, and all improvements placed thereon shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Association shall have the right to rectify such offensive situations, and the costs of such undertakings shall be a special assessment against the lot owner and the lot. Neither the Association nor any of its agents, employees or contractors shall be liable for trespass or any damage which may result from its actions to so rectify any offensive situations.

Section 6. Burning of Garbage, Trash or Rubbish Prohibited.

No Owner shall burn any trash, garbage or refuse on the Property.

Section 7. Storage of Garbage, Trash or Rubbish

No Owner shall accumulate on his lot any junk vehicles, or any litter or garbage except in receptacles provided by owner for such purposes. All rubbish, garbage, trash receptacles and fuel storage tanks shall be concealed in a manner so as to not be visible from any roadway or from adjacent property.

Section 8. Portable Structures Prohibited.

No travel trailer, mobile home, modular home, manufactured home, relocated dwelling, tent, lean-to or other temporary structure may be placed or erected on any lot.

Section 9. Resubdivision of a Lot.

No lot may be subdivided, except for the purpose of eliminating a lot by adding the subdivided portions thereof to adjoining lots. In the event of such subdivision for such purpose, all of the subdivided portions shall become parts of such adjoining lots, and the lot shall lose its identity as a lot, thus reducing the number of homesites in the subdivision. In such event, each adjoining lot, together with the portion of the subdivided lot, shall be considered a single lot for purposes of this Declaration.

Section 10. Animals.

No animal not usually considered to be a household pet may be kept or maintained on any lot. All pets shall be kept reasonably confined and controlled so as not to become a nuisance.

Section 11. Access to Lots.

There shall be no access to any lot within the subdivision other than by roads shown on

the plat of said property. There shall be no access from any lot within the subdivision to any adjacent lands not within the subdivision. No Owner may grant a right-of-way through its lot for the purpose of affording access to property not within the Declaration Property.

Section 12. Camping Prohibited.

Overnight camping on any lot is prohibited.

Section 13. Recreational Vehicles, Commercial Vehicles.

No recreational vehicle, travel trailer, "fifth wheel", or commercial van or truck rated more than one ton in capacity shall be permitted on any lot. No commercial van or truck with less than one-ton capacity may be parked on the roadway, but shall be screened from view on a lot so as not to be visible from any roadway or from adjacent property.

Section 14. Unregistered Vehicles.

No unregistered motorcycle, motor bicycle, "dirt bike" or other such vehicle shall be operated on any lot or roadway in Declaration Property. (Since one of its purposes is to limit noise, this restriction shall be broadly construed to include all such vehicles, notwithstanding the number of wheels.)

Section 15. Nuisances.

Owner(s) shall neither cause nor permit any noxious or offensive activity to be carried on upon the lands and premises above-described, nor cause or permit anything to be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

VI. EASEMENTS

Section 1. Reservations of Easements.

The following easements over each lot and the right of ingress and egress to the extent reasonably necessary to exercise such easements are reserved to the Association.

(a) **Roadways.** Rights-of-way for purposes of ingress and egress and of installing, maintaining and operating utilities, including water, electricity, television cables, guy wires, braces and anchors shall be shown as roadways on recorded plats of the Declaration Property. No parking of motor vehicles on any road right-of-way shall be permitted.

(b) **Other Easements.** Any other easements shown on the plat.

(c) **Utilities.** A five-foot wide strip running along the inside of all side lot lines for the installation, maintenance and operation of utilities, including radio and television transmission cables, and the accessory right to locate guy wires, braces and anchors, and to cut, trim or remove trees and plantings wherever necessary upon such lots in connection with such installation, maintenance and operation.

Section 2. Use and Maintenance of Easements by Owners.

The areas of any lots affected by the easements reserved herein shall be maintained continuously by the Owner of such lot with the exception of the actual roadways, which shall be maintained by the Association. No structures, plantings or other materials shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth. Improvements within such areas shall be maintained by the owner except those for which a public authority or utility company is responsible.

VII. THE ASSOCIATION; ADMINISTRATION, MAINTENANCE AND IMPROVING OF ROADS AND COMMON AREAS; FINANCIAL RESPONSIBILITY OF OWNERS THEREFOR; AGREEMENT FOR ASSESSMENTS AND ENFORCEMENT THEREOF

Section 1. General. The Association is a North Carolina non-profit corporation organized to further and promote the common interests of property owners in the Development. The

Association shall have such powers as are set forth in Section 47F-3-102 of the General Statutes and in its Articles and Bylaws.

Section 2. Membership. The membership in the Association shall consist of Members, as defined in Article I, Section 7. When the Owner is more than one person, a corporation, a partnership, a trust, a limited liability company, or other entity, said Owner shall designate, in writing, one natural person to be the Member, as follows: Multiple owners shall designate one of the individual owners; a corporation shall designate either its president or vice president; a partnership shall designate a general partner; the trustee of a trust shall designate a trustor, a trustee or a primary beneficiary; a limited liability company shall designate one of its Members or its manager.

A. Classes of Members. There shall be one class of Members.

B. Associate Members. The immediate family of the Member, designated in accordance with the provisions of this Section 2, above, shall be considered "Associate Members", and shall have the right to use amenities and to serve as a director, to hold office, but shall not have the right to vote. (For purpose of this Paragraph B, a family member is the spouse of a Member or a child of a Member who is less than 23 years of age and residing with the Member or at an institution of higher learning).

C. Votes. Each Member shall be entitled to one vote for each lot owned by said Member. If a lot is owned by other than one natural person, the owner(s) shall designate a voting Member in writing to the Association. Voting shall be in person, by mail ballot or by proxy.

Section 3. Board of Directors. The affairs of the Association shall be governed by the Board of Directors. The Board shall be composed of persons for the terms set forth in the Bylaws.

VIII. GENERAL PROVISIONS

Section 1. Covenants, Conditions, Restrictions and Easements Run with Land.

All covenants, conditions, restrictions and easements contained in this Declaration shall constitute covenants running with land.

Section 2. Grantee's Acceptance.

Each Owner of any lot, by acceptance of title thereto, or by the execution of a contract for the purchase thereof, shall accept such title or contract subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges, and immunities of the Association. Such Owner or contracting party, for himself, his heirs, assigns, and successors, covenants, consents and agrees to and with the Association and the owner of each other lot to keep, observe, comply, and perform the covenants, conditions and restrictions contained in this Declaration.

IX. REMEDIES

Section 1. Enforcement.

The Association and each person to whose benefit this Declaration inures, may proceed at law or in equity to prevent the occurrence, continuance, or violation of any provisions of this Declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including reasonable attorneys' fees.

Section 2. Cumulative Rights.

Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provisions of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

Section 3. Effect of Waiver of Violation.

No waiver of a breach or violation of any of the covenants, conditions, restrictions and

easements in this Declaration shall be construed as a waiver of any succeeding breach of the same covenant, conditions, restriction and waiver.

X. SEVERABILITY

Each provision of this Amended and Restated Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

XI. TERM AND AMENDMENT

The provisions of this Amended Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in Declaration Property until December 31, 2022, A.D., after which time they shall be automatically extended for successive periods of ten (10) years unless sixty-seven percent (67%) of the voting Members of the Association decide to the contrary.

The Declaration may be amended by affirmative vote sixty-seven per cent (67%) of votes eligible to be cast by Association Members entitled to vote and by the subsequent recordation of an amendment to this Declaration duly executed by the Association, and such amendment shall have attached to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of such owners to effect such amendment, certified by the Secretary of the Association.

XII. GENDER

Wherever the context so requires, the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, TATER KNOB PROPERTY OWNERS ASSOCIATION, INC. and Owners, have caused this instrument to be executed and its corporate seal to be affixed all by order of its Board of Directors duly given, this the day and year first above-written.

TATER KNOB PROPERTY OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation

(CORPORATE SEAL)

BY: Ralph B. Small
President

ATTEST:

Lynn E. Doolittle
Secretary

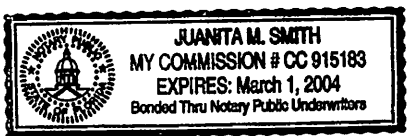
STATE OF Florida
COUNTY OF Indian River

I, a Notary Public of the County and State aforesaid, do hereby certify that Lynn E. Doolittle personally appeared before me this day and acknowledged that she is _____ Secretary of TATER KNOB PROPERTY OWNERS ASSOCIATION, INC., a North Carolina non-profit 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 her as its _____ Secretary.

WITNESS my hand and official stamp or seal, this the 9th day of May, 2003.

(SEAL) Juanita M. Smith
Notary Public

My Commission Expires: 3-1-04



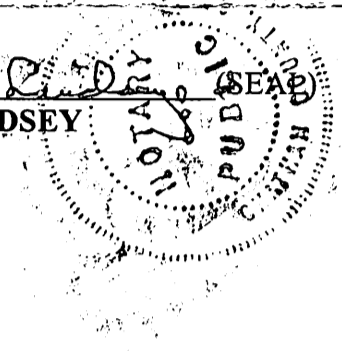
OWNER CONSENT

We, **LEWIS JAMES LINDSEY** and wife, **ELIZABETH C. LINDSEY** the Owners of Lot 2 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 584, Page 430, Jackson County Registry, do hereby consent and agree to the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 31 day of October, 2002.

 (SEAL) **LEWIS JAMES LINDSEY**

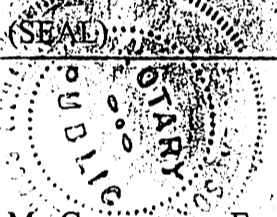
 (SEAL) **ELIZABETH C. LINDSEY**

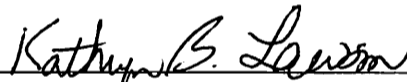


STATE OF Georgia
COUNTY OF Chatham

I, a Notary Public of the County and State aforesaid, do hereby certify that LEWIS JAMES LINDSEY and wife, ELIZABETH C. LINDSEY, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 31 day of October, 2002.




Notary Public

My Commission Expires: May 21, 2005
KATHRYN B. LAWSON
Notary Public, Chatham County, GA
My Commission Expires May 21, 2005

OWNER CONSENT

I, WILLIAM P. ADAMS, JR., the Owner of Lot 3 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 1000, Page 535, Jackson County Registry, and Jennifer, wife of William P., do hereby consent and agree in the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 31 day of October, 2002.

William P. Adams Jr. (SEAL) Jennifer de Jordan (SEAL)
WILLIAM P. ADAMS JR. ADAMS

STATE OF Tx

COUNTY OF Quitman

I, a Notary Public of the County and State aforesaid, do hereby certify that WILLIAM P. ADAMS, JR. and JENNIFER ADAMS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 31 day of October, 2002.



Rebecca J. Watson
Notary Public

My Commission Expires: 05-23-2003

OWNER CONSENT

We, **CLARK W. SMITH, Trustee of the Smith Revocable Real Property Trust, u/a/d November 12, 2001** and **CAROL ROGERS SMITH, Trustee of the Smith Revocable Real Property Trust, u/a/d November 12, 2001**, the Owners of Lot 4A, Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 1136, Page 582, Jackson County Registry, do hereby consent and agree to the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 21 day of October, 2002.

 (SEAL)
CLARK W. SMITH, Trustee

 (SEAL)
CAROL ROGERS SMITH, Trustee

STATE OF Georgia

COUNTY OF Effingham

I, a Notary Public of the County and State aforesaid, do hereby certify that CLARK W. SMITH Trustee, and CAROL ROGERS SMTIH Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 21st day of October, 2002.

(SEAL)



Notary Public

My Commission Expires: _____

TERRI L. STILLE
Notary Public, Effingham County, GA
My Commission Expires October 17, 2005



W:\01-01784\consent.Smith

OWNER CONSENT

We, AMY J. FABER, the Owner of Lot 5 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 1070, Page 262, Jackson County Registry, and JAMES FABER, husband of Amy, do hereby consent and agree in the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 2nd day of Jan, 2002.

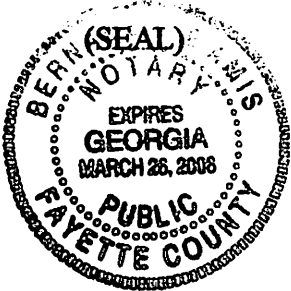
Amy J. Faber (SEAL) James Faber (SEAL)
AMY J. FABER JAMES FABER

STATE OF GA

COUNTY OF Fayetteville

I, a Notary Public of the County and State aforesaid, do hereby certify that AMY J. FABER and JAMES FABER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 2 day of JAN, 2002



Bernadette Comi
Notary Public

My Commission Expires: 3-26-2008

OWNER CONSENT

We, **WILLIAM RUDERMAN** and his wife, **CHERYL RUDERMAN**, the Owners of Lot 6 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 1164, Page 47 Jackson County Registry, do hereby consent and agree in the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 23rd day of September, 2002.

William Ruderman (SEAL)
WILLIAM RUDERMAN

Cheryl Ruderman (SEAL)
CHERYL RUDERMAN



STATE OF Florida
COUNTY OF Orange



I, a Notary Public of the County and State aforesaid, do hereby certify that **WILLIAM RUDERMAN** and **CHERYL RUDERMAN**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 23rd day of September, 2002.

(SEAL)



Jill P. Lantz
Notary Public
JILL P. LANTZ
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # CC867448
EXPIRES 10/5/2003
BONDED THRU ASA 1-888-NOTARY1

My Commission Expires: _____

OWNER CONSENT

We, **PHILLIP J. ROGERS** and wife, **MIRIAM ROGERS**, the Owners of Lot 7 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 1122, Page 624, Jackson County Registry, do hereby consent and agree to the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 4 day of October, 2002.



PHILLIP J. ROGERS (SEAL)



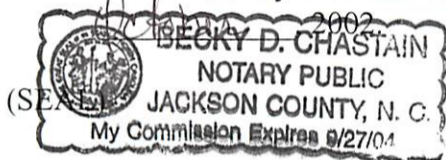
MIRIAM ROGERS (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF JACKSON

I, a Notary Public of the County and State aforesaid, do hereby certify that PHILLIP J. ROGERS and wife, MIRIAM ROGERS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 4th day of





Notary Public

My Commission Expires: Sept. 27, 2004

OWNER CONSENT

We, **ANDREW I. RANKOW**, a single man and **WEBSTER C. STEARNS**, a single man, the Owners of Lot 8 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 1152, Page 779, Jackson County Registry, does hereby consent and agree to the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 1st day of Oct., 2002.

Andrew I. Rankow (SEAL)
ANDREW I. RANKOW

Webster C Stearns (SEAL)
WEBSTER C. STEARNS

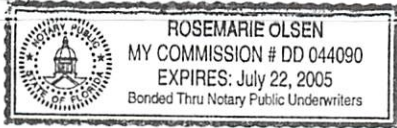
STATE OF FLORIDA

COUNTY OF BROWARD

I, a Notary Public of the County and State aforesaid, do hereby certify that **ANDREW I. RANKOW**, a single man and **WEBSTER C. STEARNS**, a single man, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 1st day of Oct, 2002.

(SEAL)



Rosemarie Olsen
Notary Public

My Commission Expires: 7-22-05.

OWNER CONSENT

I, **LYNN E. DOOLITTLE, Trustee, of the Lynn E. Doolittle Trust**, dated February 8, 2001, the Owner of Lot 10 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 1118, Page 116, Jackson County Registry, does hereby consent and agree to the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 7th day of October, 2002.

 (SEAL)
LYNN E. DOOLITTLE, Trustee

STATE OF North Carolina
COUNTY OF Jackson

I, a Notary Public of the County and State aforesaid, do hereby certify that LYNN E. DOOLITTLE, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 7th day of October, 2002.




Notary Public

My Commission Expires: March 19, 2003.

OWNER CONSENT

I, **WILLIAM M. DREW, Trustee of the William M. Drew Living Trust, dated August 2, 2001**, the Owner of Lot 11 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 1136, Page 201, Jackson County Registry, does hereby consent and agree to the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 20th day of Sept, 2002.

William M Drew (SEAL)
WILLIAM M. DREW, Trustee

STATE OF North Carolina
COUNTY OF Jackson

I, a Notary Public of the County and State aforesaid, do hereby certify that WILLIAM M. DREW, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

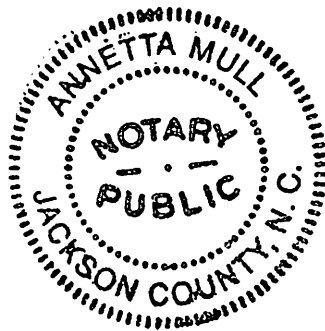
WITNESS my hand and official stamp or seal, this the 20th day of Sept., 2002.

(SEAL)

Annetta Mull
Notary Public

My Commission Expires: August 26, 2007

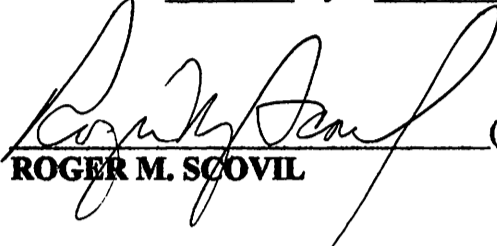
W:\01\01-0784\Consent\Drew.consent



OWNER CONSENT

We, **ROGER M. SCOVIL**, and wife, **MARYEARLE SCOVIL**, the Owners of Lot 12 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 985, Page 15, Jackson County Registry, do hereby consent and agree in the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 3rd day of October, 2002.



ROGER M. SCOVIL

(SEAL)  (SEAL)

MARYEARLE SCOVIL

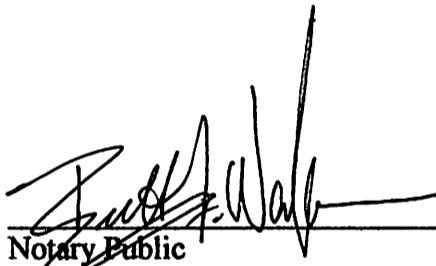
STATE OF GA

COUNTY OF FULTON

I, a Notary Public of the County and State aforesaid, do hereby certify that **ROGER M. SCOVIL**, and wife, **MARYEARLE SCOVIL**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 3rd day of OCTOBER, 2002.





Notary Public

BRETT F. WALKER
Notary Public, Fulton County, Georgia
My Commission Expires November 18, 2002

My Commission Expires: _____

OWNER CONSENT

We, **JERRY LEE COOK and wife, MICKEY BRYSON COOK**, the Owners of Lot 13 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 911, Page 574, Jackson County Registry, does hereby consent and agree in the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 18 day of October, 2002.

Jerry Lee Cook (SEAL) Mickey Bryson Cook (SEAL)
JERRY LEE COOK **MICKEY BRYSON COOK**

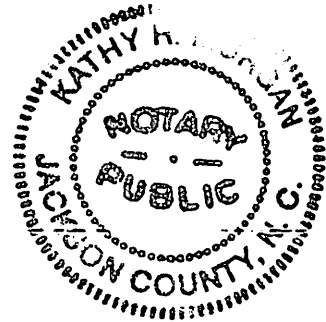
STATE OF NC

COUNTY OF Jackson

I, a Notary Public of the County and State aforesaid, do hereby certify that **JERRY LEE COOK and MICKEY BRYSON COOK**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 18 day of October, 2002.

(SEAL)



Kathy H. Morgan
Notary Public

My Commission Expires: ~~By~~ Commission Expires September 28, 2008

OWNER CONSENT

I, **JAMES R. LARSON**, Trustee under that certain Trust Agreement dated, March 26, 1998, the Owner of Lot 14 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 990, Page 589, Jackson County Registry, does hereby consent and agree to the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 10th day of Oct, 2002.

James R. Larson Trustee
(SEAL)
JAMES R. LARSON, Trustee

STATE OF North Carolina

COUNTY OF Jackson

I, a Notary Public of the County and State aforesaid, do hereby certify that JAMES R. LARSON, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 10 day of Oct, 2002.



Mary L. Seabury
Notary Public

My Commission Expires: 9/25/2007.

OWNER CONSENT

We, **RICHARD A. ERDLITZ and ELIZABETH M. ERDLITZ**, Trustees of the **Richard A. Erdlitz and Elizabeth M. Erdlitz Living Trust**, dated **October 28, 1992**, the Owners of Lot 15 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 814, Page 644, Jackson County Registry, does hereby consent and agree in the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 23rd day of SEPTEMBER 2002.

Richard A. Erdlitz (SEAL)
RICHARD A. ERDLITZ, Trustee

Elizabeth M. Erdlitz (SEAL)
ELIZABETH M. ERDLITZ, Trustee

STATE OF NORTH CAROLINA

COUNTY OF JACKSON

I, a Notary Public of the County and State aforesaid, do hereby certify that **RICHARD A. ERDLITZ and ELIZABETH M. ERDLITZ, TRUSTEES**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 23rd day of September, 2002.



Len C. Bryson
Notary Public

My Commission Expires: 3/16/2007

OWNER CONSENT

I, **MELBA W. RILOTT, Trustee for the Melba W. Rilott Trust**, the Owner of Lot 16 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 688, Page 471, Jackson County Registry, does hereby consent and agree to the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 30th day of September, 2002.

Melba W. Rilott (SEAL)
MELBA W. RILOTT, Trustee

STATE OF North Carolina

COUNTY OF Jackson

I, a Notary Public of the County and State aforesaid, do hereby certify that MELBA W. RILOTT, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 30 day of September, 2002.

(SEAL)

W. Debra Blackburn
Notary Public

My Commission Expires: My Commission Expires March 19, 2003



OWNER CONSENT

We, **ALARICH TOPFL and wife, EVA TOPFL**, the Owners of Lot 17 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 1028 Page 299, Jackson County Registry, do hereby consent and agree in the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 1 day of October, 2002.

Alarich Topfl (SEAL) Eva Topfl (SEAL)
ALARICH TOPFL **EVA TOPFL**

STATE OF Georgia
COUNTY OF DeKalb

I, a Notary Public of the County and State aforesaid, do hereby certify that **ALARICH TOPFL and EVA TOPFL**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 1 day of October, 2002.



Lisa Harris
Notary Public

My Commission Expires: March 17, 2003

OWNER CONSENT

I, **JOHN KOVAS**, a single man, the Owner of lot 18 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 524, Page 31, Jackson County Registry, does hereby consent and agree to the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 23 day of Sept, 2002.

 (SEAL)
JOHN KOVAS

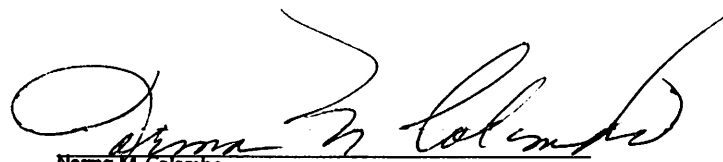
STATE OF Florida
COUNTY OF Palm Beach

I, a Notary Public of the County and State aforesaid, do hereby certify that JOHN KOVAS, a single man, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 23 day of September, 2002.

(SEAL)




Norma M. Colombo Notary Public
MY COMMISSION # DD068404 EXPIRES
November 11, 2005
BONDED THRU TROY FAIN INSURANCE, INC

My Commission Expires: _____

OWNER CONSENT

I, **NANCY JANE GREISER, Trustee, to the Nancy Jane Greiser Trust**, the Owner of Lot 20 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 716, Page 533, Jackson County Registry, does hereby consent and agree in the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

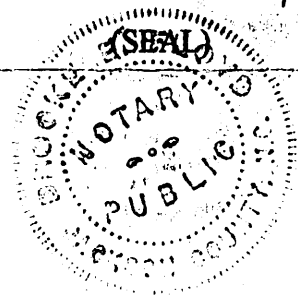
This the 25th day of Sept, 2002.

Nancy Jane Greiser, Trustee (SEAL)
NANCY JANE GREISER, Trustee
FLDL G626-630-26-529-0
EXP0129-07

STATE OF North Carolina
COUNTY OF Jackson

I, a Notary Public of the County and State aforesaid, do hereby certify that NANCY JANE GREISER, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 25th day of Sept, 2002.



Bronck E. Boyd
Notary Public

My Commission Expires: August 23, 2004

OWNER CONSENT

We, **MARGARET FARRELL BOWDOIN and husband WILLIAM BOWDOIN**, the Owners of Lot 21 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 990, Page 460, Jackson County Registry, do hereby consent and agree to the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 9th day of October, 2002.

Margaret Farrell Bowdoin (SEAL) William R. Bowdoin (SEAL)
MARGARET FARRELL BOWDOIN **WILLIAM BOWDOIN**

STATE OF Georgia

COUNTY OF Cobb

I, a Notary Public of the County and State aforesaid, do hereby certify that MARGARET FARRELL BOWDOIN and husband, WILLIAM BOWDOIN, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 9 day of October, 2002.



[Signature]
Notary Public

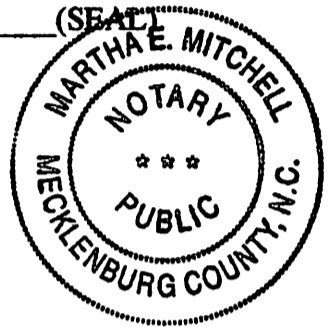
My Commission Expires: 5-7-5

OWNER CONSENT

I, **JOANNA MALONEY, a widow**, the Owner of Lot 22 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 533, Page 343, Jackson County Registry, do hereby consent and agree in the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 24th day of Sept., 2002.

Joanna Maloney
JOANNA MALONEY



STATE OF North Carolina

COUNTY OF Mecklenburg

I, a Notary Public of the County and State aforesaid, do hereby certify that JOANNA MALONY, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 24 day of September, 2002.

(SEAL)

Martha E. Mitchell
Notary Public

My Commission Expires: May 1, 2007

OWNER CONSENT

We, **JOHN M. CHENEY, Trustee of the John M. Cheney Revocable Family Trust Agreement dated, September 21, 2001** and **ANNE P. CHENEY, Trustee of the Anne P. Cheney Revocable Family Trust Agreement dated, September 21, 2001**, the Owners of Lot 26 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 1132, Page 720, Jackson County Registry, do hereby consent and agree to the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 12 day of October, 2002.

John M. Cheney Revocable Family Trust Anne P. Cheney Revocable Family Trust
John M. Cheney, Trustee (SEAL) Anne P. Cheney (SEAL)
JOHN M. CHENEY, Trustee ANNE P. CHENEY, Trustee

STATE OF Florida

COUNTY OF Orange

I, a Notary Public of the County and State aforesaid, do hereby certify that JOHN M. CHENEY, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 12 day of October, 2002.

(SEAL)



Sandra J. Hall
MY COMMISSION # CC930151 EXPIRES
June 3, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

Sandra J. Hall
Notary Public

My Commission Expires: June 3, 2004.

STATE OF Florida

COUNTY OF Orange

I, a Notary Public of the County and State aforesaid, do hereby certify that ANNE P. CHENEY, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 12 day of October, 2002.

(SEAL)



Sandra J. Hall
MY COMMISSION # CC930151 EXPIRES
June 3, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

Sandra J. Hall
Notary Public

My Commission Expires: June 3, 2004.

OWNER CONSENT

We, **JAMES S. BRUCE** and **MARY JOANNE BRUCE**, Trustees of The James S. Bruce and Mary Joanne Bruce Living Trust, dated October 22, 1992, the Owners of Lot 27 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 826 Page 742 Jackson County Registry, do hereby consent and agree in the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

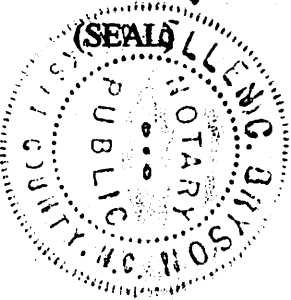
This the 20th day of SEPT., 2002.

James S. Bruce (SEAL) Mary Joanne Bruce (SEAL)
JAMES S. BRUCE, Trustee MARY JOANNE BRUCE, Trustee

STATE OF North Carolina
COUNTY OF JACKSON

I, a Notary Public of the County and State aforesaid, do hereby certify that JAMES S. BRUCE, Trustee, and MARY JOANNE BRUCE, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 20th day of September, 2002.



Allen G. Byson
Notary Public

My Commission Expires: 3/16/2007

OWNER CONSENT

We, **CARLYLE K. MARTIN and wife, LILLA GAYLE MARTIN**, the Owners of a Lots 29 and 30 in Tater Knob Estates Subdivision, as described in those certain deeds recorded in Book 799, Page 555, and Book 530, Page 652, Jackson County Registry, do hereby consent and agree to the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 13 day of Nov, 2002.

Carlyle K. Martin (SEAL)
CARLYLE K. MARTIN

Lilla Gayle Martin (SEAL)
LILLA GAYLE MARTIN

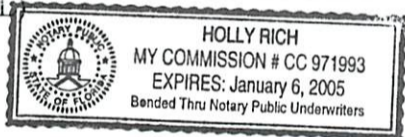
STATE OF Florida

COUNTY OF Clay

I, a Notary Public of the County and State aforesaid, do hereby certify that **CARLYLE K. MARTIN and wife, LILLA GAYLE MARTIN**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 13th day of November, 2002.

(SEAL)



Holly Rich
Notary Public

My Commission Expires: 1-6-05.

W:\01\01-0784\Consent.Martin.consent Lot 29&30

*Mr. and Mrs.
Carlyle K. Martin
3135 Highway 17 South
Orange Park, FL 32073*

OWNER CONSENT

We, **FELICITY S. JETER and husband, DANIEL B. JETER**, the Owners of Lot 32 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 1130, Page 399, Jackson County Registry, do hereby consent and agree to the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 23 day of September, 2002.

Felicity S. Jeter (SEAL)
FELICITY S. JETER

Daniel B. Jeter (SEAL)
DANIEL B. JETER

STATE OF Georgia

COUNTY OF Colquitt

I, a Notary Public of the County and State aforesaid, do hereby certify that FELICITY S. JETER and husband, DANIEL B. JETER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 23 day of September, 2002.



A. Phillips
Notary Public

My Commission Expires: 5-13-05

OWNER CONSENT

I, **DIANNE K. RAY**, the Owner of Lot 33 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 1102 Page 808, Jackson County Registry, and **MICHAEL E. RAY**, husband of Dianne K., do hereby consent and agree in the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 30th day of December, 2002.

Dianne K. Ray (SEAL) [Signature] (SEAL)
DIANNE K. RAY **MICHAEL E. RAY**

STATE OF Georgia
COUNTY OF Fulton

I, a Notary Public of the County and State aforesaid, do hereby certify that **DIANNE K. RAY** and **MICHAEL E. RAY**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 30th day of December, 2002.

(SEAL)

Terril L. Thomas
Notary Public

My Commission Expires: 12/22/04



W:\01\01-0784\Consent.Ray.consent

OWNER CONSENT

We, BONNIE JEAN SMALL, PARKS ^{24th}SMALL, LEIGH BEAUCHAMP and ASHLEY OLSON, the Owners of Lot 34 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 1086, Page 450, Jackson County Registry, and RALPH SMALL, husband of Bonnie Jean, do hereby consent and agree in the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 24th day of September, 2002.

Bonnie Jean Small (SEAL) Ralph Small (SEAL)
BONNIE JEAN SMALL RALPH SMALL

STATE OF North Carolina
COUNTY OF Jackson

I, a Notary Public of the County and State aforesaid, do hereby certify that BONNIE JEAN SMALL and RALPH SMALL, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 24 day of September, 2002.



Debra H Blackburn
Notary Public

My Commission Expires: My Commission Expires March 19, 2003

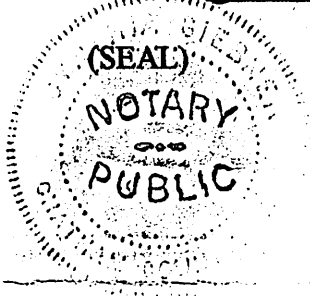
OWNER CONSENT

Leigh Beauchamp (SEAL)
LEIGH BEAUCHAMP
s.

STATE OF Georgia
COUNTY OF Chatham

I, a Notary Public of the County and State aforesaid, do hereby certify that LEIGH BEAUCHAMP personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 22nd day of October, 2002.



Cynthia Adams
Notary Public

My Commission Expires: 9/17/05

NOTARY PUBLIC
CYNTHIA ADAMS
My Commission Expires 9/17, 2005

OWNER CONSENT

Ashley S. Olson (SEAL)
ASHLEY OLSON
v.
s.

STATE OF Georgia

COUNTY OF Gwinnett

I, a Notary Public of the County and State aforesaid, do hereby certify that
ASHLEY OLSON personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 10th day of
October, 2002.

(SEAL)

Rhonda R. Kennedy
Notary Public

RHONDA R. KENNEDY

Notary Public, Gwinnett County, Georgia

My Commission Expires June 27, 2006



My Commission Expires:

W:10101028 Consent.Small.consent

OWNER CONSENT

Park Small (SEAL)
PARKS, SMALL
E. 853

STATE OF Florida

COUNTY OF Okeechobee

I, a Notary Public of the County and State aforesaid, do hereby certify that PARKS SMALL, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 21 day of January, ~~2002~~. 2003

(SEAL)



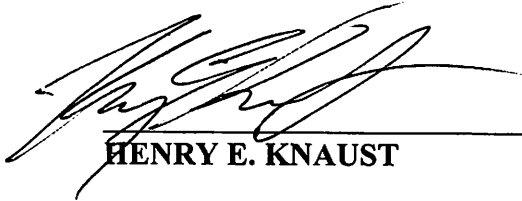
Shalina Nemeth
Notary Public

My Commission Expires: 2-1-07

OWNER CONSENT

We, **HENRY E. KNAUST and wife, DONNA J. KNAUST**, the Owners of Lot 35 in Tater Knob Estates Subdivision, as described in that certain deed recorded in Book 1130, Page 516, Jackson County Registry, do hereby consent and agree to the foregoing Amended and Restated Declaration of Protective and Restrictive Covenants for Tater Knob Estates Subdivision, Hamburg Township, Jackson County, North Carolina.

This the 9th day of October, 2002.



(SEAL)

HENRY E. KNAUST



(SEAL)

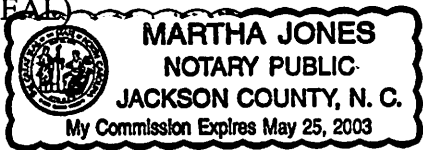
DONNA J. KNAUST

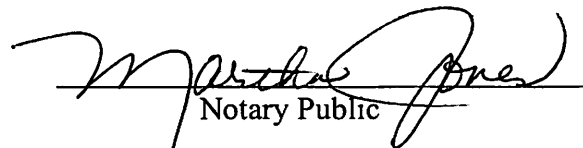
STATE OF North Carolina
COUNTY OF Jackson

I, a Notary Public of the County and State aforesaid, do hereby certify that HENRY E. KNAUST and wife, DONNA J. KNAUST, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 9th day of October, 2002.

(SEAL)



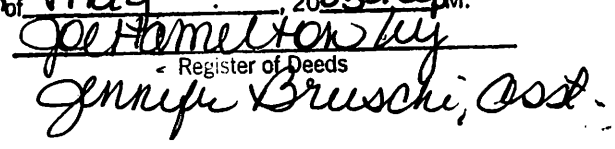

Notary Public

My Commission Expires: May 25, 2003.

W:\01\01-0784\Consent.Knaust.consent

Shalina Nemeth, Martha Jones,
Cynthia Giebner, Rhonda R. Kennedy,
Holly Rich, Amy Phillips, Terri L. Thomas,
Farukh Riaz, Martha E. Mitchell, Sandra J. Hall,
Debra H. Blackburn, Lisa Harris, Brooke E. Floyd,
Mary L. Shuey, Ellen C. Bryson, Norma M. Colombo,
Annetta Mull, Brett F. Walker, Kathy R. Morgan,
Rosemarie Olsen, Nancy B. Burnette
The foregoing certificates of Juanita M. Smith, Kathryn B. Lawson,
Rebecca J. Watson, Terri L. Stille, Bernadette Amis,
Jill D. Lantz, Becky D. Chastain each a Notary

Public is certified to be correct. This instrument was presented for registration and recorded in this office. In Book 1186 at page 020
This 27th of May, 2002 2:35 P.M.


Register of Deeds
Jennifer Bruschi, Asst.