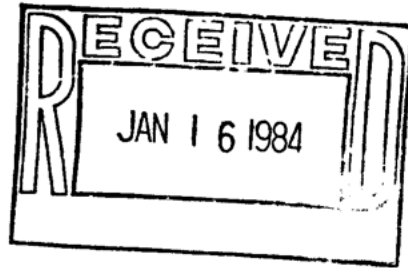


See Addition to
Cov. + Restrictions 525-180



477-47
see
addition
589-68
5-3-89
[Signature]

STATE OF NORTH CAROLINA
COUNTY OF CHEROKEE

COVENANTS, RESTRICTIONS, RESERVATIONS, TERMS & CONDITIONS
GOVERNING SUNNY POINT RIDGE SUBDIVISION

WHEREAS, the undersigned corporation, being the owner of a certain tract or parcel of land described hereafter intends to develop said lands; and,

WHEREAS, the undersigned has or will subdivide said land(s) into lots for the purpose of selling the same for residential purposes; and,

WHEREAS, the undersigned desires that the lot(s) in said subdivision be subject to certain covenants, restrictions, reservations, terms and conditions for the protection of both the present owners and the assignees of the present owners and for the benefit of all subdivision lots;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as owner of the land herein described, for full value received and consideration of the obligation of said owner(s) to purchase portions of said lands hereinafter described, do hereby establish these covenants, restrictions, reservations, terms and conditions which shall apply to and include any lands which by deed or writing refer to this instrument as well as any conveyances which include that certain tract or parcel of land conveyed by a deed dated October 28, 1983 from Mountain Vacation Lands, Inc., a North Carolina corporation to Acme Research, Inc., a Florida corporation, d/b/a Sunny Point Mountain Land Company as filed for record at 11:00 A.M., December 13, 1983 in Deed Book 474, Page 187, Office of the Register of Deeds of Cherokee County, North Carolina, reference to which is made hereby for incorporation herein.

The specific covenants, restrictions, reservations, terms and conditions are as follows:

1.

Except that as to any area(s) which may be designated on a

plat or otherwise for common enjoyment and use of all lot owners, all lots shall be used for residential purposes only.

2.

All lot owners shall allow extensions across the subject property of utility easements, as such become available, for water, electricity, and telephone to adjacent lots.

3.

Any dwelling house erected on said lots shall have inside toilet facilities with underground sewage disposal as approved in writing by the State Health Department of North Carolina.

4.

No building shall be erected, altered, or placed on any lot which shall be built with exterior walls of concrete block or asphalt brick.

5.

Any building erected, altered, or placed on any lot constructed with wood exterior materials shall be painted or stained prior to or contemporaneously with completion of construction of said improvement to said lot.

6.

No mobile home shall be placed on any lot at any time, either temporarily or permanently.

7.

No travel trailers, utility trailers or campers shall be placed or utilized on any subdivision lot for a period of more than four (4) months within any calendar year.

8.

The housing and maintenance of domestic animals other than dogs, cats and chickens shall not be permitted unless requested in writing to the undersigned or its assignees in interest and until the receipt of written approval by the undersigned for said request. Under no circumstances, however, shall livestock or animals of any kind be maintained on any subdivision lot for commercial purposes.

9.

Any structure erected on any subdivision lot shall be

completed within twelve (12) months from that date of commencement of construction.

10.

No portion of the subject property may be used for storage of junked or inoperative automobiles, household appliances, or other discarded rubbish or trash.

11.

Under no condition is the timber on said property to be cut commercially or for any other purpose(s) than for necessary cutting and clearing for a home until payment to the undersigned corporation or its successors and assigns with interest of the purchase price for said lot.

12.

No residence or other building shall be constructed closer than 25 feet from the margin of any subdivision access road or closer than 20 feet from any adjoining subdivision lot boundary line.

13.

Enforcement of these covenants, restrictions, reservations, terms and conditions may be by proceedings at law or in equity against any person, firm, association, partnership or corporation violating or attempting to violate any covenant(s) either to restrain violation thereof or to recover damages resulting therefrom. The undersigned owner, or its successors and assigns in interest of the subject property effected hereby may institute such legal proceedings.

Any violation of any one (1) of the provisions of this instrument by a judgment or by order of a Court of competent jurisdiction shall in no wise affect the validity of any of the other provisions hereof which provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned party has 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.

ACME RESEARCH, INC., d/b/a SUNNY
POINT MOUNTAIN LAND COMPANY

By: Frank R. Pinter
Frank R. Pinter, President

ATTEST:

Grace V. Pinter
Grace V. Pinter, Secretary

(Corporate Seal)

copy

* * * * *

STATE OF FLORIDA
COUNTY OF Broward

I, FRANKLIN J. PINTER, a Notary Public of
said State and County, certify that Grace V. Pinter personally
came before me this day and acknowledged that he/she is
Secretary of Acme Research, Inc., a 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 herself as its
Secretary.

WITNESS my hand and Notarial Seal, this 17 day of
JANUARY, 1984.

N.P. Seal

Franklin J. Pinter
Notary Public

My Commission Expires 11-28-85

NOTARY PUBLIC
FRANKLIN J. PINTER
N.P. Seal

* * * * *

NORTH CAROLINA
CHEROKEE COUNTY

The foregoing certificate(s), namely of Franklin J. Pinter
a Notary Public of the
State and County designated, duly attested by notarial seal,
is/are certified to be correct this 25 day of
Jan., 1984.

FILED for registration on the 25 day of
Jan, 1984, at 4:12 o'clock P.m. and
registered in the office of the Register of Deeds for Cherokee
County, North Carolina, in Book 4771, Page 17.

Allen Curtis
Register of Deeds for
Cherokee County, N.C. *Dy*