

504
✓ State of North Carolina
County of Transylvania

8/12/85
grm

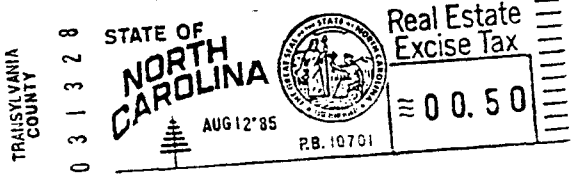
THIS DEED PREPARED BY
Ramsey, Smart, Ramsey & Pratt, P. A.
Gayle E. Ramsey, Attorney
Copyright 1975 - Transylvania County Bar Association

THIS DEED, made this 2nd day of November, 1984, by CECIL C. ARNETTE and Wife, CAROLINE A. ARNETTE, hereinafter called Grantors, to WILLIAM OGDEN and Wife, ALGIE OGDEN, shall include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns).

278 315

WITNESSETH: That the Grantors, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to them in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantees, their heirs and/or successors and assigns, subject to any limitations, easements and reservations set out below, the following particularly described real estate, located in the Township of Eastatoe, Transylvania County, North Carolina, to-wit:

Being all of the same land described on the page which is attached hereto, designated as Exhibit "A" and incorporated herein by reference.



46061

Being the same land described in the following deed (s):

Current taxes shall be TO HAVE AND TO HOLD the above described land and premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns, forever, subject to any reservations, easements, and limitations set out above. And the Grantors covenant to and with the Grantees, their heirs and/or successors and assigns, that the Grantors are lawfully seized in fee simple of said land and premises, and have full right and power to convey the same to the Grantees in fee simple, and that said land and premises are free from any and all encumbrances (with the exceptions above stated, if any), and that they will and their executors, administrators and/or successors shall forever warrant and defend the title to the said land and premises, with the appurtenances, unto the Grantees, their heirs and/or successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the grantors have hereunto set their hands and seals, or, if corporate, has caused this Deed to be executed by its authorized officers and its seal to be hereunto affixed, the day and year first above written
Cecil C. Arnette (SEAL) Caroline A. Arnette (SEAL)
Cecil C. Arnette (SEAL) Caroline A. Arnette (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF TRANSYLVANIA
I, _____, a Notary Public of the County and State and County, do hereby certify that
personally appeared before me this day and acknowledged the due execution of the (NOTARY SEAL) foregoing instrument.
WITNESS my hand and Notarial Seal, this _____ day of _____ November, 19 84
My commission expires _____, Notary Public.

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, James M. Davis, a Notary Public of the State of Florida at Large, do hereby certify that Cecil C. Arnette and Caroline A. Arnette, his wife,
personally appeared before me this day and acknowledged the due execution of the (NOTARY SEAL) foregoing instrument.
WITNESS my hand and Notarial Seal, this 13 day of November, 19 84
My commission expires OCT 27 1986, Notary Public.

STATE OF NORTH CAROLINA, COUNTY OF TRANSYLVANIA.
The foregoing certificate of James M. Davis

Notary (ies) Public is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book 278, page 315. This 12 day of August, 1985, at 2:30 o'clock P. M.

Fred H. Israel By:

EXHIBIT "A"

BEGINNING at an iron pin located South 80 deg. 52 min. East 209.38 feet from a stake located in the northwest margin of a 60 foot wide road right-of-way, said stake also being located in the property line of lands now or formerly belonging to Hemlock Hills Christian Association, Inc., said stake also being the northwest corner of Lot No. 44 of Round Mountain West Venture as described in a deed from Cecil C. Arnette and wife, Caroline A. Arnette, to Alan C. Mercer and wife, Eleanor Mercer, dated January 17, 1983, and recorded in Book 257, page 844, Records of Deeds for Transylvania County, North Carolina, said iron pin and point of beginning also being the northwest corner of Lot No. 43 and the northeast corner of Lot No. 44, and runs thence along the dividing line between Lots Nos. 43 and 44, South 09 deg. 29 min. West 213.63 feet to an iron pin, said iron pin being a common corner of Lots Nos. 43, 44, 45 and 40; thence leaving the dividing line between Lots Nos. 43 and 44 and along the dividing line between Lots Nos. 43 and 40, South 74 deg. 57 min. East 227.51 feet to a stake, said stake being a common corner of Lots Nos. 39, 40, 42 and 43; thence leaving the dividing line between lots Nos. 43 and 40 and along the dividing line between Lots Nos. 42 and 43 the following calls: North 09 deg. 29 min. East 8.80 feet to an iron pin and North 09 deg. 29 min. East 228.01 feet to an iron pin located in the center of a 60 foot wide road right-of-way, said iron pin being the northwest corner of Lot No. 42 and the northeast corner of Lot No. 43; thence leaving the dividing line between Lots Nos. 42 and 43, North 80 deg. 52 min. West 226.41 feet to the BEGINNING. Containing 1.17 acres, more or less, and being all of lot No. 43 of Round Mountain West Venture as surveyed and platted by P. R. Raxter, RLS, on November 3, 1980.

There is also conveyed a right-of-way to the public road over and along the sixty foot wide right-of-way of the road hereinabove referred to which connects the land hereinabove described with the public road, said right-of-way to be for travel of all kinds, on foot and with all types of vehicles, with the right of ingress, egress and regress over and along the same in common with the Grantors and all others entitled to the use thereof.

This conveyance is made subject to the following: (1) the right-of-way of that portion of the sixty foot wide road which traverses the northeastern portion of the property; (2) the Declaration of Restrictions which is attached hereto, designated as Exhibit "B" and incorporated herein by reference; (3) the rights-of-way of all utility lines which may presently traverse the property; and (4) all rights-of-way for public utilities which may presently appear of record.

DECLARATION OF RESTRICTIONS

1. Set-back Requirements: No building shall be constructed nearer than twenty-five (25) feet from the front or rear lot line; nor nearer than fifteen (15) feet from any side lot line.
2. Buildings: No building shall be constructed on any lot having a living space of less than six hundred (600) square feet. Corrugated tin shall not be permitted as a building material. All plans for cabins^{*} to be constructed on any lot must be approved in writing by The Property Owners Association of subject property. No temporary shacks or lean-tos shall be permitted on any lot. No permanent house trailers shall be permitted on any lot. *or roads
3. Outdoor Toilet Facilities: No outhouses, privies, or toilets shall be permitted on any lot.
4. Animals: No chickens, turkeys, goats, sheep nor other livestock shall be permitted on any tract. This restriction shall not preclude the keeping of household pets, such as dogs and cats, on any lot, so long as said pets are not kept on said lots or raised thereon for commercial purposes. Horses and cattle may be stabled or pastured on any tract provided the number of animals does not exceed two (2) head per acre and the tract is properly fenced and approved by the association.
5. Fires: No open fires shall be permitted on any lot that remains unattended; nor shall any other condition be permitted to exist on any lot or building thereon which would constitute a fire hazard.
6. Trash and Garbage: All trash, garbage, tin cans, or other debris must be disposed of by burying or burning. Dumping of trash or the maintenance of an open dump shall not be permitted.
7. Nuisance: Nothing shall be done on any tract which constitutes a nuisance to other lots in the adjoining tract, or any of the nature areas, waterfalls, or lakes. The pollution of any streams or other water course, including lakes, ponds, or springs, is prohibited; and the interference with any natural water course is specifically prohibited, including dams.
8. Roads: No parking of automobiles, trailers, or other vehicles shall be permitted on any of the dedicated roads.
9. Sewage Disposal: No sewerage system shall be permitted on the lot except such system as is located, constructed, and equipped in accordance with the minimum requirements of the State Board of Health. Approval of such system shall be obtained from the health authority having jurisdiction. In the event the grantor, its successors or assigns, or other person, firm, or corporation, provides a public sewerage system available to the lot, sewage disposal thereon shall be by said sewerage system.
10. Use of Lots; Easement; Subdivision: All lots are hereby restricted for residential purposes. No commercial use shall be permitted on any lot. A reasonable access for utility easements over, upon, and across all lots is hereby specifically reserved.
11. Term: The foregoing restrictions shall run with the title to the land conveyed, and shall remain in full force and effect for twenty (20) years from the date hereof, at which time they will be automatically renewed for successive periods of ten (10) years; unless by vote of a majority of the then-owners of said lots the same shall be abrogated or modified.
12. Enforcement: If the owner or occupant of any lot, their heirs, or assigns, shall violate or attempt to violate any of the restrictions herein contained, it shall be lawful for any person owning another lot to prosecute any proceeding at law or in equity against said persons violating or attempting to violate such restriction by either preventing such violation or to recover damages for such violation.
13. Separability: In the event that any of these restrictions shall be invalidated by any judgement or court order, the remaining restrictions shall remain in full force and effect. In the event that court action is necessary to enforce any of these restrictions, and such moving party shall be successful therein, the Defendant shall pay reasonable attorney's fees and court costs as may be fixed by the court having jurisdiction of such action.
14. Road Maintenance: Grantees shall pay to the Property Owners Association his or her proportionate share of road maintenance costs on private roads and said property on an annual basis until such time as the State of North Carolina assumes the maintenance of said roads.
15. No lot owner by virtue of owning a lot shall have a view easement over any other lot or be entitled to cut or top trees on any adjoining lot without having first obtained the written permission of the owner of the adjoining lot.

32
Revenue

278
318
QUIT-CLAIM DEED

8/12/85
pm

RAMCO FORM B


This Quit-Claim Deed, Executed this 28th day of January, A. D. 19 85, by
WILLIAM OGDEN and ALGIE OGDEN, his wife
first party, to Joseph C. Brumback and Floris T. Brumback, his wife
whose postoffice address is 1500 Concord Avenue, Merritt Island, FL 32952
second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, re-
lease and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which
the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being
in the County of Transylvania State of North Carolina, to-wit:

Being all of the same land described on the page which is attached
hereto, designated as Exhibit "A" and incorporated herein by
reference.

46088
NORTH CAROLINA

STATE OF NORTH CAROLINA AUG 12 '85 PS. 10701		Real Estate Excise Tax = 0 3. 0 0
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To Have and to Hold the same together with all and singular the appurtenances thereunto
belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim what-
soever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said
second party forever.

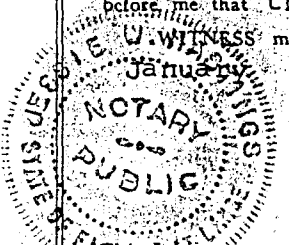
In Witness Whereof, The said first party has signed and sealed these presents the day and year
first above written.
Signed, sealed and delivered in presence of:

<u>Ray C. Meade</u>	<u>William Ogden</u>	LS
<u>Jerry L. Thomas</u>	<u>Algie Ogden</u>	LS

STATE OF FLORIDA,
COUNTY OF Brevard }

I HEREBY CERTIFY that on this day, before me, an
officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared
to me known to be the person^S described in and who executed the foregoing instrument and they acknowledged
before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of
January, A. D. 1985.



Jewel W. Hastings

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 13 1987
BONDED THRU GENERAL INSURANCE, INC.

This instrument prepared by: Joseph C. Brumback
Address: 1500 Concord Avenue
Merritt Island, FL 32952

→

308

278

319

STATE OF NORTH CAROLINA-TRANSYLVANIA COUNTY

The foregoing certificate of Jessie W. Hastings
a Notary Public () of the

State and County designated, is (are) certified to
be correct,

This 12 day of August, 19 85

Fred H. Israel
Register of Deeds

Filed for registration on the 12 day of Aug
19 85 at 2:30 o'clock PM, and registers
verified on the 12 day of August 1985
In Book No. 278 of page 318

Fred H. Israel
Register of Deeds, Transylvania County

BEGINNING at an iron pin located South 80 deg. 52 min. East 209.38 feet from a stake located in the northwest margin of a 60 foot wide road right-of-way, said stake also being located in the property line of lands now or formerly belonging to Hemlock Hills Christian Association, Inc., said stake also being the northwest corner of Lot No. 44 of Round Mountain West Venture as described in a deed from Cecil C. Arnette and wife, Caroline A. Arnette, to Alan C. Mercer and wife, Eleanor Mercer, dated January 17, 1983, and recorded in Book 257, page 844, Records of Deeds for Transylvania County, North Carolina, said iron pin and point of beginning also being the northwest corner of Lot No. 43 and the northeast corner of Lot No. 44, and runs thence along the dividing line between Lots Nos. 43 and 44, South 09 deg. 29 min. West 213.63 feet to an iron pin, said iron pin being a common corner of Lots Nos. 43, 44, 45 and 40; thence leaving the dividing line between Lots Nos. 43 and 44 and along the dividing line between Lots Nos. 43 and 40, South 74 deg. 57 min. East 227.51 feet to a stake, said stake being a common corner of Lots Nos. 39, 40, 42 and 43; thence leaving the dividing line between lots Nos. 43 and 40 and along the dividing line between Lots Nos. 42 and 43 the following calls: North 09 deg. 29 min. East 8.80 feet to an iron pin and North 09 deg. 29 min. East 228.01 feet to an iron pin located in the center of a 60 foot wide road right-of-way, said iron pin being the northwest corner of Lot No. 42 and the northeast corner of Lot No. 43; thence leaving the dividing line between Lots Nos. 42 and 43, North 80 deg. 52 min. West 226.41 feet to the BEGINNING. Containing 1.17 acres, more or less, and being all of lot No. 43 of Round Mountain West Venture as surveyed and platted by P. R. Raxter, RLS, on November 3, 1980.

There is also conveyed a right-of-way to the public road over and along the sixty foot wide right-of-way of the road hereinabove referred to which connects the land hereinabove described with the public road, said right-of-way to be for travel of all kinds, on foot and with all types of vehicles, with the right of ingress, egress and regress over and along the same in common with the Grantors and all others entitled to the use thereof.

This conveyance is made subject to the following: (1) the right-of-way of that portion of the sixty foot wide road which traverses the northeastern portion of the property; (2) the Declaration of Restrictions which is attached hereto, designated as Exhibit "B" and incorporated herein by reference; (3) the rights-of-way of all utility lines which may presently traverse the property; and (4) all rights-of-way for public utilities which may presently appear of record.

DECLARATION OF RESTRICTIONS

1. Set-back Requirements: No building shall be constructed nearer than twenty-five (25) feet from the front or rear lot line; nor nearer than fifteen (15) feet from any side lot line.
2. Buildings: No building shall be constructed on any lot having a living space of less than six hundred (600) square feet. Corrugated tin shall not be permitted as a building material. All plans for cabins* to be constructed on any lot must be approved in writing by The Property Owners Association of subject property. No temporary shacks or lean-tos shall be permitted on any lot. No permanent house trailers shall be permitted on any lot. *or roads
3. Outdoor Toilet Facilities: No outhouses, privies, or toilets shall be permitted on any lot.
4. Animals: No chickens, turkeys, goats, sheep nor other livestock shall be permitted on any tract. This restriction shall not preclude the keeping of household pets, such as dogs and cats, on any lot, so long as said pets are not kept on said lots or raised thereon for commercial purposes. Horses and cattle may be stabled or pastured on any tract provided the number of animals does not exceed two (2) head per acre and the tract is properly fenced and approved by the association.
5. Fires: No open fires shall be permitted on any lot that remains unattended; nor shall any other condition be permitted to exist on any lot or building thereon which would constitute a fire hazard.
6. Trash and Garbage: All trash, garbage, tin cans, or other debris must be disposed of by burying or burning. Dumping of trash or the maintenance of an open dump shall not be permitted.
7. Nuisance: Nothing shall be done on any tract which constitutes a nuisance to other lots in the adjoining tract, or any of the nature areas, waterfalls, or lakes. The pollution of any streams or other water course, including lakes, ponds, or springs, is prohibited; and the interference with any natural water course is specifically prohibited, including dams.
8. Roads: No parking of automobiles, trailers, or other vehicles shall be permitted on any of the dedicated roads.
9. Sewage Disposal: No sewerage system shall be permitted on the lot except such system as is located, constructed, and equipped in accordance with the minimum requirements of the State Board of Health. Approval of such system shall be obtained from the health authority having jurisdiction. In the event the grantor, its successors or assigns, or other person, firm, or corporation, provides a public sewerage system available to the lot, sewage disposal thereon shall be by said sewerage system.
10. Use of Lots; Easement; Subdivision: All lots are hereby restricted for residential purposes. No commercial use shall be permitted on any lot. A reasonable access for utility easements over, upon, and across all lots is hereby specifically reserved.
11. Term: The foregoing restrictions shall run with the title to the land conveyed, and shall remain in full force and effect for twenty (20) years from the date hereof, at which time they will be automatically renewed for successive periods of ten (10) years; unless by vote of a majority of the then-owners of said lots the same shall be abrogated or modified.
12. Enforcement: If the owner or occupant of any lot, their heirs, or assigns, shall violate or attempt to violate any of the restrictions herein contained, it shall be lawful for any person owning another lot to prosecute any proceeding at law or in equity against said persons violating or attempting to violate such restriction by either preventing such violation or to recover damages for such violation.
13. Separability: In the event that any of these restrictions shall be invalidated by any judgement or court order, the remaining restrictions shall remain in full force and effect. In the event that court action is necessary to enforce any of these restrictions, and such moving party shall be successful therein, the Defendant shall pay reasonable attorney's fees and court costs as may be fixed by the court having jurisdiction of such action.
14. Road Maintenance: Grantees shall pay to the Property Owners Association his or her proportionate share of road maintenance costs on private roads and said property on an annual basis until such time as the State of North Carolina assumes the maintenance of said roads.
15. No lot owner by virtue of owning a lot shall have a view easement over any other lot or be entitled to cut or top trees on any adjoining lot without having first obtained the written permission of the owner of the adjoining lot.

TRANSLVANIA COUNTY

031939

STATE OF NORTH CAROLINA
 DEC 30 '85
 RB. 10761
 Real Estate Excise Tax
 11.00

Filed for registration on the 27 day of Dec 19 85 at 4:30 o'clock P.M. and registered and verified on the 27 day of Dec 19 85
 In Book No. 281 of page 705
 Fred H. Small
 Register of Deeds, Transylvania County

281 705

Excise Tax 11.00

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
 Verified by _____ County on the 27 day of December, 19 85
 by Amo

Mail after recording to RAMSEY, HILL, SMART, RAMSEY & PRATT, P.A.
 P.O. Box 949, Brevard, North Carolina 28712

This instrument was prepared by Gayle E. Ramsey

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 12th day of December, 19 85, by and between

GRANTOR

CECIL C. ARNETTE (acting individually and as Trustee for Round Mountain West Joint Venture under the terms of an undisclosed trust agreement) and wife, CAROLINE A. ARNETTE,

GRANTEE

LLOYD B. BROWN and wife,
 JULIA A. BROWN
 P.O. Box 111
 Boiling Spring Lake, North Carolina 28461

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.q. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in ~~the City of~~ _____, Eastatoe Township, Transylvania County, North Carolina and more particularly described as follows:

Being all of the same land described on the page which is attached hereto, designated as Exhibit "A" and incorporated herein by reference.

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book page.....

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, 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.

.....
(Corporate Name)

By:

.....
President

ATTEST:

.....
Secretary (Corporate Seal)

USE BLACK INK ONLY

Cecil C. Arnette (SEAL)
Cecil C. Arnette, Trustee

Cecil C. Arnette (SEAL)
Cecil C. Arnette

Caroline A. Arnette (SEAL)
Caroline A. Arnette

..... (SEAL)

FLORIDA

NORTH CAROLINA, PALM BEACH County.

SEAL-STAMP

I, a Notary Public of the County and State aforesaid, certify that CECIL A ARNETTE (acting individually and as trustee for Round Mountain West Joint Venture under the terms of an undisclosed trust agreement) and wife, CAROLINE A. ARNETTE Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 17 day of December, 1985.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 27, 1986
James M. Davis Notary Public

SEAL-STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that

personally came before me this day and acknowledged that he is Secretary of

..... a North Carolina corporation, and that by authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by its

President, sealed with its corporate seal and attested by as its Secretary.

Witness my hand and official stamp or seal, this day of, 19.....

My commission expires: Notary Public

The foregoing Certificate(s) of *James M. Davis*

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Fred H. Spaul REGISTER OF DEEDS FOR TRANSYLVANIA COUNTY

By Deputy/Assistant - Register of Deeds

TRACT I:

BEGINNING at an iron pin found in the center of a road right-of-way which connects Lots 42 and 43 of Round Mountain West Venture with the old logging road described in Tract I in a deed from Hemlock Hills Christian Association, Inc., dated August 22, 1980, and recorded in Book 243, page 737, Records of Deeds for Transylvania County, said iron pin found being the northwest corner of Lot No. 42 and the northeast corner of Lot No. 43 of Round Mountain West Venture, and runs thence South 80 deg. 52 min. East 202.46 feet to an iron pin found, said iron pin being located in the northern property line of Lot No. 13 of Arrowhead Ridge Subdivision; thence along the property line of Lot No. 13 the following three calls: North 87 deg. 46 min. 21 sec. West 99.98 feet to an iron pin found; South 03 deg. 08 min. 30 sec. East 200.01 feet to an iron pin; South 88 deg. 45 min. 25 sec. East 89.39 feet to an iron pin found; thence leaving the property line of said lot and along the property line of Lot No. 38 the following two calls: South 71 deg. 05 min. West 116.94 feet to a drill hole and South 27 deg. 46 min. 30 sec. East 145.00 feet to a stake; thence leaving the property line of Lot No. 38, North 83 deg. 37 min. 05 sec. West 166.47 feet to a stake located in the dividing line between Lots 39 and 40; thence along said dividing line, North 11 deg. 58 min. 15 sec. West 147.54 feet to stake, said stake being a common corner of Lots Nos. 39, 40, 42 and 43; thence along the dividing line between Lots Nos. 42 and 43 the following two calls: North 09 deg. 29 min. East 8.80 feet to iron pin and North 09 deg. 29 min. East 228.01 feet to the BEGINNING. Containing 1.19 acre, more or less, and being all of Lot No. 42 and part of the northern portion of Lot No. 39 of Round Mountain West Venture as surveyed and platted by P. R. Raxter, RLS, in October and December, 1985, and as shown on an unrecorded plat dated December 11, 1985, designated as Drawing No. H-147 (8-232).

TRACT II:

Together with a right-of-way for road purposes to the old logging road described in Tract I in the deed recorded in Book 243, page 737, hereinabove referred to, and thence over and along said old logging road to the public road, said right-of-way to said old logging road to be 30 feet in width, extending 15 feet on each side of a line which is described as follows: Beginning at the northwest corner of Lot No. 42 of Round Mountain West Venture, as hereinabove described, and runs thence, North 09 deg. 10 min. 30 sec. East 70.42 feet to a stake located in the center of said old logging road; thence over and along said old logging road as the same is now located and as described in the deed recorded in Book 243, page 737, hereinabove referred to, to the public road. It is understood and agreed that the rights-of-way herein conveyed shall be used by the Grantees in common with Hemlock Hills Christian Association, Inc., the Grantors and all others entitled to the use thereof and that said rights-of-way shall be for travel of all kinds, on foot and with all types of vehicles, with the right of ingress, egress and regress over and along the same.

This conveyance is made subject to the following: (1) the declaration of restrictions which is attached hereto, designated as Exhibit "B" and incorporated herein by reference; (2) the rights-of-way of all utility lines which may presently traverse the property, (3) all rights-of-way for public utilities which may presently appear of record and (4) the rights-of-way of all roads which may presently traverse the property, including, but not limited to, any portion of the road hereinabove referred to which extends from the northwest corner of Lot No. 42 to the old logging road described in Tract I in the deed recorded in Book 243, page 737, hereinabove referred to, which may presently traverse the property.

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708 EXHIBIT "B"

DECLARATION OF RESTRICTIONS

1. Set-back Requirements: No building shall be constructed on any lot nearer than twenty-five (25) feet to the front or rear lot line; nor nearer than fifteen (15) feet to any side lot line.

2. Buildings: No building having an enclosed living space of less than six hundred (600) square feet shall be constructed on any lot. Corrugated tin shall not be permitted as a building material. All plans for cabins or roads to be constructed on any lot must be approved in writing by the Round Mountain Property Owners Association. No temporary shacks or lean-tos shall be permitted on any lot. No permanent house trailers shall be permitted on any lot. No camper vehicle, mobile camping unit, or tent shall be permitted on any lot for more than thirty (30) days in any calendar year.

3. Outdoor Toilet Facilities: No outhouses, outdoor privies or toilets shall be permitted on any lot nor shall any solid or liquid waste from any camper vehicle or mobile camping unit be dumped or disposed of on any lot.

4. Animals: No chickens, turkeys, goats, sheep or other livestock shall be permitted on any lot. This restriction shall not preclude the keeping of household pets, such as dogs and cats, on any lot, so long as said pets are not kept or raised thereon for commercial purposes. Horses and cattle may be stabled or pastured on any lot provided the number of animals does not exceed two (2) head per acre and the lot is properly fenced and approved by Round Mountain Property Owners Association.

5. Fires: No open fires shall be permitted on any lot that remains unattended; nor shall any other condition be permitted to exist on any lot or in any building thereon which would constitute a fire hazard.

6. Trash and Garbage: All trash, garbage, tin cans, or other debris must be disposed of off of the lot by removal to an approved County maintained trash dump or receptacle located outside of the subdivision in which the lot is located. Dumping of trash or the maintenance of an open dump is prohibited.

7. Nuisance: Nothing shall be done on any lot which constitutes a nuisance to other lots in the subdivision in which the lot is located or in any of the common areas, nature areas, waterfalls, or lakes. The pollution of any stream or other water course, including lakes, ponds, or springs, is prohibited; and the interference with any natural water course is specifically prohibited, including the construction of dams on any lot.

8. Roads: No parking of automobiles, trailers, or other vehicles shall be permitted on any road other than a private driveway located entirely on an individual lot and provided that said driveway does not form a part of the road system serving the other lots in the subdivision in which the lot is located.

9. Sewage Disposal: No sewerage system shall be permitted on any lot except such system as is located, constructed, and equipped in accordance with the minimum requirements of the North Carolina State Board of Health. Approval of such system shall be obtained from the health authority having jurisdiction. In the event the Grantor, the Grantor's successors or assigns, or some other person, firm, or corporation provides a public sewerage system available to the lot, sewage disposal thereon shall be by said sewerage system.

10. Use of Lots: All lots are hereby restricted for residential purposes. No commercial use or activity shall be permitted on any lot.

11. Easements: The following easements over each lot or parcel and the right to ingress and egress to the extent

reasonably necessary to exercise such easements, are reserved to Grantor, Grantor's successors, assigns or licensees:

A. Utilities. A five (5) foot wide strip running along the inside of all lot lines, however, where lot lines run along the center of roads or along road right-of-way lines, such strips shall, at the option of Grantor, be ten (10) feet in width and run along either the inside or the outside of the road right-of-way line, but Grantor, after having located said ten-foot wide strip on a particular lot, may not thereafter relocate said strip on said lot without the express written consent of the owner of said lot. Said strips shall be used for the installation, maintenance and operation of utilities, including radio and television transmission cables, and the accessory right to locate guy wires, braces or anchors or to cut, trim or remove trees and plantings wherever necessary upon lots in connection with such installation, maintenance and operation.

B. Roadways. An easement on, over and under all roadways which are used and maintained by Grantor or Round Mountain Property Owners Association in the subdivision in which the lot is located for the purpose of installing, maintaining and operating utilities thereon or thereunder; for purposes of drainage control; for access to any lot or parcel; and for purposes of maintenance of said roadways.

C. Use of and Maintenance by Owners. The areas of any lots affected by the easements reserved herein shall be maintained continuously by the owners of such lots, but 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 owners of said improvements except those for which a public authority or utility company is responsible.

12. Resubdivision: No lot or parcel may be further subdivided without the written permission of Grantor or Grantor's successors, assigns or licensees.

13. Term: These restrictions shall run with the title to the land conveyed, and shall remain in full force and effect until January 1, 2005, at which time they will be automatically renewed for successive periods of ten (10) years unless modified or abolished by a majority of the votes cast by the eligible voting members of Round Mountain Property Owners Association in a special election held for the purpose of determining whether or not such restrictions should be modified or abolished.

14. Enforcement: If the owner or occupant of any lot shall violate or attempt to violate any of the restrictions herein contained, it shall be lawful for the Grantor, or the Grantor's successors or assigns, or Round Mountain Property Owners Association or any individual member thereof to prosecute any proceeding at law or in equity against said persons violating or attempting to violate such restrictions by either preventing such violation or to recover damages for such violation.

15. Separability: In the event that any of these restrictions shall be invalidated by any judgment or court order, the remaining restrictions shall remain in full force and effect. In the event that court action is necessary to enforce any of these restrictions, and such moving party shall be successful therein, the Defendant shall pay all reasonable attorney's fees and court costs as may be fixed by the court having jurisdiction of such action.

EXHIBIT "B" CONT'D.

710

281 16. Road Maintenance: Each lot owner shall pay annually to Round Mountain Property Owners Association his or her proportionate share of road maintenance costs on all private roads maintained by the Grantor or by Round Mountain Property Owners Association until such time as the State of North Carolina assumes responsibility for the maintenance of said roads.

17. No View Easements: No lot owner by virtue of owning a lot shall have a view easement over any other lot or be entitled to cut or top trees on any adjoining lot without first having obtained the written permission of the owner of the adjoining lot.

18. ROUND MOUNTAIN PROPERTY OWNERS ASSOCIATION: The owner of each lot which is subject to this Declaration of Restrictions and any subsequent amendments thereto, shall, by reason of such ownership, be a member of Round Mountain Property Owners Association (the "Association") and shall pay all annual assessments made by the Association for road maintenance, tree removal and maintenance, and maintenance of any common areas which are made available for the use of the lot owner, however, in the event that said lot owner has not paid an assessment made by the Association within sixty days after said assessment is levied, said levy shall constitute a lien against said lot from the date of the filing of a notice of assessment and lien in the office of the Register of Deeds for Transylvania County. Said lien shall include the amount of any delinquent assessment, plus any other charges thereon, including interest at twelve percent per annum from the date of delinquency and costs of collection, including attorney's fees. Said notice of assessment and lien shall state the amount of such assessment and such other charges and a description of the lot which has been assessed; however, no such lien shall be recorded against any lot which is owned either in part or in whole by Cecil C. Arnette, James Morgan, Sr., Robert Westman or Leon Stromire until such time as any such lot has been deeded by any or all of said individuals to some person or entity other than themselves or one which is owned in whole or in part by them or any one of them, provided, however, that they may subject any person who has contracted to purchase a lot from them to the obligation to pay all road maintenance assessments levied by the Association against the lot which that person has contracted to purchase during the term that his contract remains in effect, however, in the event that his contract is terminated due to his failure to comply with its terms, no unpaid assessments levied against the lot during the term of the contract shall be a lien against the interest in said lot owned by Cecil C. Arnette, James Morgan, Sr., Robert Westman or Leon Stromire. Each notice of assessment and lien shall be signed by any officer of the Association on behalf of the Association. Such lien shall be prior to all other liens recorded subsequent to the filing of such notice of assessment and lien except that liens of first mortgages and deeds of trust incurred for the purpose of constructing a residence or other improvement and which are recorded in accordance with applicable law shall be superior to any and all such liens provided for herein. The lien provided for herein may be foreclosed by suit by the Association in like manner as a deed of trust, and in such event, the Association may be a bidder at a foreclosure sale. The Association may also pursue any other remedy against any member or lot owner owing money to the Association which is available to it by law for the collection of debt. Upon payment of said assessment and charges in connection with which such notice has been so recorded, or other satisfaction thereof, the Board of Directors of the Association shall cause to be recorded a further notice stating satisfaction and the release of the lien thereof.

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

This deed prepared by: Gayle E. Ramsey
RAMSEY, SMART, RAMSEY & HUNT, PA Attorney
Copyright 1973, Transylvania County Bar Association

This Deed, made this Twenty-second-----day of August, 1980, 197 , by
*** HEMLOCK HILLS CHRISTIAN ASSOCIATION, INC. ***
a corporation organized and existing under and by virtue of the laws of the State of North Carolina,
grantor, and CECIL C. ARNETTE and wife, CAROLINE ARNETTE, 243 737

grantees, (said designation shall include the respective parties, whether one or more, individual or corporate and their respective successors in interest or assigns);

WITNESSETH: That the said grantor, in consideration of the sum of Ten Dollars and other good and valuable considerations to it paid by the grantees, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does grant, bargain, sell and convey unto the said grantees, their heirs and/or successors and assigns, subject to any limitations, easements and reservations set out below, the following land, situate, lying and being in Eastatoe-----Township, Transylvania----- County, State of North Carolina, more particularly described as follows:

TRACT I

26679
A right-of-way for road purposes over and along a portion of an old logging road which leads to the public road, said right-of-way to be thirty (30) feet in width, extending fifteen (15) feet on each side of a line which runs along the center of a portion of said old logging road, said line being more fully described as follows: BEGINNING at a point in the center of said old logging road, said point standing North 36 deg. 32 min. East 259.57 feet from an iron pin, said iron pin being the northeast corner of Lot No. 42 of Round Mountain West Venture and the northwest corner of Lot No. 13 of Arrowhead Ridge Subdivision, both lots as shown on a plat prepared by P. R. Raxter, RLS, dated August 7, 1980, and runs thence from said point of beginning along the center of said old logging road the following eight (8) calls: South 55 deg. 28 min. West 157.13 feet to a stake; South 67 deg. 40 min. West 60.74 feet to a stake; North 80 deg. 31 min. West 94.67 feet to a stake; South 80 deg. 20 min. West 64.19 feet to a stake; North 75 deg. 10 min. West 83.88 feet to a stake; South 87 deg. 56 min. West 294.87 feet to a stake; South 70 deg. 13 min. West 32.63 feet to a stake; South 55 deg. 04 min. West 8.57 feet to a stake in the center of said road in the property line of the Grantees, and in the line of Lot No. 44 of Round Mountain West Venture.

TRACT II

A right-of-way for road purposes to the old logging road hereinabove described in Tract I and thence over and along said old logging road to the public road, said right-of-way to said old logging road to be thirty (30) feet in width, extending fifteen (15) feet on each side of a line which is described as follows: BEGINNING at an iron pin standing North 80 deg. 52 min. West 202.50 feet from another iron pin, said other iron pin being the northwest corner of Lot No. 13 of Arrowhead Ridge Subdivision and the northeast corner of Lot No. 42 of Round Mountain West Venture, said point of Beginning also being the northwest corner of Lot No. 42 and the northeast corner of Lot No. 43 of Round Mountain West Venture, all of said lots being as shown on a plat prepared by P. R. Raxter, RLS, dated August 7, 1980, and runs thence from said point of beginning, North 09 deg. 10 min. 30 sec. East 70.42 feet to a stake in the center of said old logging road; thence over and along said old logging road as the same is now located to the public road.

IT IS UNDERSTOOD AND AGREED by the parties hereto that the rights-of-way hereinabove described shall be used by the Grantees in common with the Grantor and all others entitled to the use thereof and that said rights-of-way shall be for travel of all kinds, on foot and with all types of vehicles, with the right of ingress, egress and regress over and along the same.

Being 243

738

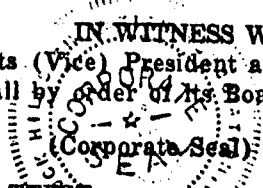
of the land described in the following deed:

Current taxes shall be

TO HAVE AND TO HOLD the aforesaid land and all privileges and appurtenances thereunto belonging to the said grantees, their heirs and/or successors and assigns, forever, subject to any reservations, easements and limitations set out above.

And the said grantor, for itself, its successors and assigns, covenants with the said grantees, their heirs and assigns, that it is seized of said premises in fee and has the right to convey the same in fee simple; that the said land and premises are free from any and all encumbrances (with the exceptions above stated, if any) and that it will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed in its name by its (Vice) President and its corporate seal to be hereto affixed and attested by its (Assistant) Secretary, all by order of its Board of Directors duly given, this the day and year first above written.



HEMLOCK HILL CHRISTIAN ASSOCIATION, INC.

ATTEST: Carl J. Blythe, Jr.
(Assistant) Secretary

By: Joseph T. Henson
(Vice) President

STATE OF _____ COUNTY OF _____

I, _____, a Notary Public of said State and County, do hereby certify that _____ personally came before me this day and acknowledged that he (or she) is _____ of _____ a corporation, and that by authority duly given and as the act of the said corporation, the foregoing instrument was signed in its name, by its President or Vice President, sealed with its corporate seal and attested by himself (or herself) as its _____.

WITNESS my hand and notarial seal, this the _____ day of _____, 19____.

My commission expires _____ Notary Public

STATE OF South Carolina, COUNTY OF Greenville

This is to certify that on the 16th day of September, 1980, before me personally came, Joseph T. Henson with whom I am personally acquainted, who being by me duly sworn says that he (or she) is the President (or Vice President) and that Carl J. Blythe, Jr. is the Secretary (or Assistant Secretary) of Hemlock Hill Christian Ass., Inc., a corporation described in and which executed the foregoing instrument, that he (or she) knows the common seal of said corporation, that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by its President (or Vice President) and that the said President (or Vice President) and Secretary (or Assistant Secretary) subscribed their names thereto and the said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal. Robert C. Stoner
Notary Public

My commission expires January 4, 1987

STATE OF NORTH CAROLINA, COUNTY OF TRANSYLVANIA

The foregoing certificate of Robert C. Stoner, a Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Deed Book 243, page 737.

This the 18 day of Sept, 1980 at 2:30 o'clock P m.
Jul H. Israel
Register of Deeds

By: _____
Deputy Register of Deeds

340 589

Filed for registration on the 2 day of July 1991 at 10:20 o'clock A.M. and registered and verified on the 2 day of July 1991 in Book No. 340 of page 589

Vicki D. Edwards Register of Deeds, Transylvania County By Jean M. Hooper Deputy

Excise Tax -0-

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No. Verified by County on the 2 day of July 1991 by

Mail after recording to RAMSEY, HILL, SMART, RAMSEY & PRATT, P.A. P.O. Box 949, Brevard, N. C. 28712

This instrument was prepared by Gayle E. Ramsey Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 20th day of May, 1991, by and between

GRANTOR

GRANTEE

CECIL C. ARNETTE (acting individually and as Trustee for Round Mountain West Joint Venture under the terms of an undisclosed trust agreement) and wife, CAROLINE A. ARNETTE, acting by and through her Attorney-in-Fact, Cecil C. Arnette

LLOYD B. BROWN and wife, JULIA A. BROWN

897,000

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in ~~the City of~~ Eastatoe Township, Transylvania County, North Carolina and more particularly described as follows:

Being all of the same land described on the page which is attached hereto, designated as Exhibit "A" and incorporated herein by reference.

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book page.....

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, 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.

(Corporate Name)
By: -----

President
ATTEST:

Secretary (Corporate Seal)

USE BLACK INK ONLY

Cecil C. Arnette (SEAL)
Cecil C. Arnette, Trustee
Cecil C. Arnette (SEAL)
Caroline A. Arnette, acting by and through her Attorney-in-Fact, Cecil C. Arnette
By: *Cecil C. Arnette* (SEAL)
Cecil C. Arnette, Attorney-in-Fact
Cecil C. Arnette (SEAL)
Cecil C. Arnette

SEAL-STAMP Florida ~~NORTH CAROLINA~~ DADE County.

I, a Notary Public of the County and State aforesaid, certify that CECIL C. ARNETTE (acting individually and as Trustee for Round Mountain West Joint Venture under the terms of an undisclosed trust agreement) Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my

hand and official stamp or seal of this Notary Public State of Florida, this 5 day of JUNE, 1991.

My commission expires: BONDED THRU GENERAL INS. UND. *J. R. Pardee* Notary Public

STATE OF FLORIDA, COUNTY OF ~~PALM BEACH~~ DADE

I, a Notary Public, do hereby certify that CECIL C. ARNETTE, Attorney-in-Fact for CAROLINE A. ARNETTE, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of CAROLINE A. ARNETTE, and that his authority to execute and acknowledge said instrument is contained in an instrument dated June 30, 1986, which was duly executed and acknowledged on June 30, 1986, and recorded in the office of the Register of Deeds for Transylvania County, North Carolina, on July 7, 1986, in Deed Book 286, page 247, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said CECIL C. ARNETTE, Attorney-in-Fact acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said CAROLINE A. ARNETTE.

WITNESS my hand and Notarial Seal, this the 5 day of JUNE, 1991.

J. R. Pardee
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 25, 1993
BONDED THRU GENERAL INS. UND.

My Commission Expires: _____

STATE OF NORTH CAROLINA, COUNTY OF TRANSYLVANIA

The foregoing certificate(s) of *J. R. Pardee*, Notary(ies) Public, is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book 340, page 589. This 2 day of July, 1991, at 10:00 o'clock A.M.

By: *John M. Edwards* Deputy Register of Deeds *Verkie S. Edwards* Register of Deeds

EXHIBIT "A"

TRACT I:

BEGINNING at an iron pin found in the center of a road right-of-way which connects Lots 42 and 43 of Round Mountain West Venture with the old logging road described in Tract I in a deed from Hemlock Hills Christian Association, Inc., dated August 22, 1980, and recorded in Book 243, page 737, Records of Deeds for Transylvania County, said iron pin found being the northwest corner of Lot No. 42 and the northeast corner of Lot No. 43 of Round Mountain West Venture, and runs thence South 80 deg. 52 min. East 202.46 feet to an iron pin found, said iron pin being located in the northern property line of Lot No. 13 of Arrowhead Ridge Subdivision; thence along the property line of Lot No. 13 the following three calls: South 87 deg. 46 min. 21 sec. West 99.98 feet to an iron pin found; South 03 deg. 08 min. 30 sec. East 200.01 feet to an iron pin; South 88 deg. 45 min. 25 sec. East 89.39 feet to an iron pin found; thence leaving the property line of said lot and along the property line of Lot No. 38 the following two calls: South 71 deg. 05 min. West 116.94 feet to a drill hole and South 27 deg. 46 min. 30 sec. East 145.00 feet to a stake; thence leaving the property line of Lot No. 38, North 83 deg. 37 min. 05 sec. West 166.47 feet to a stake located in the dividing line between Lots 39 and 40; thence along said dividing line, North 11 deg. 58 min. 15 sec. West 147.54 feet to stake, said stake being a common corner of Lots Nos. 39, 40, 42 and 43; thence along the dividing line between Lots Nos. 42 and 43 the following two calls: North 09 deg. 29 min. East 8.80 feet to iron pin and North 09 deg. 29 min. East 228.01 feet to the BEGINNING. Containing 1.19 acre, more or less, and being all of Lot No. 42 and part of the northern portion of Lot No. 39 of Round Mountain West Venture as surveyed and platted by P. R. Raxter, RLS, in October and December, 1985, and as shown on an unrecorded plat dated December 11, 1985, designated as Drawing No. H-147 (8-232).

TRACT II:

Together with a right-of-way for road purposes to the old logging road described in Tract I in the deed recorded in Book 243, page 737, hereinabove referred to, and thence over and along said old logging road to the public road, said right-of-way to said old logging road to be 30 feet in width, extending 15 feet on each side of a line which is described as follows: Beginning at the northwest corner of Lot No. 42 of Round Mountain West Venture, as hereinabove described, and runs thence, North 09 deg. 10 min. 30 sec. East 70.42 feet to a stake located in the center of said old logging road; thence over and along said old logging road as the same is now located and as described in the deed recorded in Book 243, page 737, hereinabove referred to, to the public road. It is understood and agreed that the rights-of-way herein conveyed shall be used by the Grantees in common with Hemlock Hills Christian Association, Inc., the Grantors and all others entitled to the use thereof, and that said rights-of-way shall be for travel of all kinds, on foot and with all types of vehicles, with the right of ingress, egress and regress over and along the same.

Being all of the same land originally described in a deed from Cecil C. Arnette (acting individually and as Trustee for Round Mountain West Joint Venture under the terms of an undisclosed trust agreement) and wife, Caroline A. Arnette, to Lloyd B. Brown and wife, Julia A. Brown, dated December 12, 1985, and recorded in Book 281, page 705, Records of Deeds for Transylvania County, North Carolina.

This is a deed of correction which is given to correct an error in Tract I in Exhibit "A" in the deed recorded in Book 281, page 705, hereinabove referred to in which the first call in the tenth line of the description incorrectly ran North 87 deg. 46 min. 21 sec. West 99.98 feet to an iron pin found instead of South 87 deg. 46 min. 21 sec. West 99.98 feet to an iron pin found.

This conveyance is made subject to all restrictions, easements and other matters either set out or referred to in the deed recorded in Book 281, page 705, hereinabove referred to. The covenants of title hereinafter set forth shall not be applicable to the period of time which has elapsed since the recordation of said deed at 4:30 P.M. on December 27, 1985.