NORTH CAROLINA

JACKSON COUNTY

THIS DEED made, executed and delivered this the 14th day of December, 1977, by and between JERRY E. KEELER (unmarried) and EVE R. SULLIVAN and husband, JAMES K. SULLIVAN, parties of the first part, and BRIAN R. DORRELL and wife, CATHERINE P. DORRELL of 4108 NW 78 Way, Coral Springs, Florida 33065, parties of the second part;

WITNESSETH: 12-20-77 JS

THAT said parties of the first part, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to them in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents do hereby give, grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns, executors and administrators, all that piece, parcel or tract of land and rights of way, subject to the exceptions, restrictions and conditions and road right of way hereinafter set forth, lying and being in Mountain Township, Jackson County, North Carolina, and more particularly described as follows:

> BEGINNING at a stake in the center of Cliff High Road, said stake being a corner common to James Powell and Chalker-Varnedoe (Deed Book 442, Page 177) and runs thence with said Cliff High Road the following courses and distances: N 24° 10' E 125.39 feet; N 54° 07' E 152.40 feet; N 35° 04' E 170.27 feet; and, N 66° 05' E 312.99 feet; thence leaving said road, S 08° 03' 45" E 436.09 feet (passing an iron pipe set at 30 feet) to an iron pipe; thence S 46° 53' W 465 feet to an iron pipe found, the west corner of Chalker-Varnedoe; thence with Chalker-Varnedoe's line, N 45° 05' 15" W 396.05 feet (passing an iron pipe found at 366.05 feet) to the point of BEGINNING. Containing 6.000 acres, more or less, as per survey of David H. Bryson, Jr. & Assoc., dated December 4, 1977.

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TOGETHER with a right to use jointly and in common with the parties of the first part, their heirs, administrators, executors and assigns, and other property owners owning land in Rough Mountain Subdivision, the existing roads which begin at NCSR 1163, known as Taylor Creek Road, running with Cliff High Road and Spruce Pine Lane from NCSR 1163, together with the full rights of ingress, egress and regress for the purposes of use, maintaining, repairing, inspecting, and constructing said road.

Parties of the first part except and reserve unto themselves, their heirs, assigns, executors and administrators, a right of way for roadway thirty (30) feet in width, the centerline of same to run as follows: BEGINNING at a stake in the center of Cliff High Road, said stake being a corner common to James Powell and Chalker-Varnedoe (Deed Book 442, Page 177) and runs thence with said Cliff High Road the following courses and distances: N 24° 10' E 125.39 feet; N 54° 07' E 152.40 feet; N 35° 04' E 170.27 feet; and, N 66° 05' E. 312.99 feet, to intersection of Rough Mountain Lane, together with the right of ingress, egress and regress over, through and across the lands of the parties of the second part as hereinabove described for the purpose of constructing, maintaining, repairing, replacing and inspecting said right of way for roadway.

Parties fo the first part do hereby grant and convey unto the parties of the second part, their heirs and assigns, executors and administrators, a right of way for roadway thirty (30) feet in width, the centerline of same to run as follows: BEGINNING at a stake in the center of Cliff High Road, said stake being a corner common to James Powell and Chalker-Varnedoe (Deed Book 442, Page 177) and runs thence with said Cliff High Road the following courses and distances: N 24° 10' E 125.39 feet; N 54° 07' E 152.40 feet; N 35° 04' E. 170.27 feet; and, N 66° 05' E 312.99 feet, to intersection of Rough Mountain Lane, together with the right of ingress, egress and regress over, through and across the lands of the parties of the first part as hereinabove described for the purpose of constructing, maintaining, repairing, replacing and inspecting said right of way for roadway.

Subject to road right of way set forth in a deed recorded in Book 406 at Page 288, specific reference to which is hereby made for a full and complete description of said right of way.

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Parties of the first part, for themselves, their heirs, assigns, executors and administrators do further convey unto said parties of the second part, their heirs, assigns, executors and administrators, a right of way for power lines over, through and across other lands of the parties of the first part.

Subject to the restrictions and conditions, a copy of which is attached hereto.

TO HAVE AND TO HOLD said lands and premises and rights of way, with all rights, privileges and appurtenances thereunto belonging or in anywise appertaining unto the said parties of the second part, their heirs and assigns, executors and administrators, to them and their only use and behoof in fee simple, forever, subject to the exception, restrictions, and conditions and road right of way hereinabove set forth.

AND said parties of the first part, for themselves, their heirs, executors and administrators, covenant to and with the said parties of the second part, their heirs and assigns, that they are seized of said lands and premises in fee, and have a good and lawful right and power to convey the same in fee simple; that said lands and premises and rights of way are free and clear of all encumbrances, and that said parties of the first part, their heirs, executors and administrators, will, have and by these presents do hereby forever warrant and will forever defend the title to the same against the lawful claims of all persons whomsoever, subject to the exceptions, restrictions, and conditions and road right of way hereinabove set forth.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands and seal, this the day and year first above written.

Jerry E. Keeler (SEAL)
Jerry E. Keeler (unmarried)

STATE OF NORTH CAROLINA
DEC 21 '77
P.B. 10738

Real Estate Excise Tax
$ 12.00

Eve R. Sullivan (SEAL)
Eve R. Sullivan

James K. Sullivan (SEAL)
James K. Sullivan

JACKSON COUNTY

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BOOK 478 PAGE 226

STATE OF FLORIDA
COUNTY OF Broward

I, Barbara S. Keeler, a Notary Public do hereby certify that Jerry E. Keeler (unmarried) personally appeared before me this day and acknowledged the due execution by him of the foregoing and annexed instrument for the purposes therein expressed. Witness my hand and Notarial Seal, this the 14th day of December, 1977.

(SEAL)

Barbara S. Keeler
Notary Public

My Commission Expires: Notary Public, State of Florida at Large
~~My Commission Expires October 3, 1979~~

STATE OF FLORIDA
COUNTY OF Broward

I, Barbara S. Keeler, a Notary Public do hereby certify that Eve R. Sullivan and husband, James K. Sullivan personally appeared before me this day and acknowledged the due execution by of the foregoing and annexed instrument for the purposes therein expressed. Witness my hand and Notarial Seal, this the 14th day of December, 1977.

Barbara S. Keeler
Notary Public

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires October 3, 1979

NORTH CAROLINA
JACKSON COUNTY

The foregoing Certificates of Barbara S. Keeler and Barbara S. Keeler, Notaries Public are certified to be correct. This instrument was presented for registration on this the 20th day of December, 1977, and recorded in Book 478 at Page ___ at 10:20 o'clock A. M.

Register of Deeds

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CONDITIONS, RESTRICTIONS AND STIPULATIONS AFFECTING THE PROPERTIES KNOWN AS ROUGH MOUNTAIN, JACKSON COUNTY, NORTH CAROLINA.

1. Party (ies) of the second part shall neither cause nor permit any 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. No animal, livestock, or poultry of any kind shall be raised, bred or kept on any lands hereinabove described except that dogs, cats and other household pets may be kept, provided, that they are not bred or maintained for commercial purposes. For the purposes of these restrictive covenants the keeping of chickens, ducks, geese or other fowl or of hogs, goats or sheep shall be considered offensive activities, but this specification shall not exclude other offensive activities not herein set forth.

2. Said lands and premises shall be used for residential purposes and single family dwellings only, and not for business, manufacturing, commercial or apartment house purposes; the party (ies) of the second part shall erect or suffer to be erected or maintained on said lands only one residential establishment per acre.

3. No building or structure, and no septic tank or septic tank drain field shall in any event be placed, erected or maintained so that any part thereof lies within twenty five (25) feet of either boundary line of the lands herein conveyed.

4. No tool houses, sheds or other out-buildings shall be built apart from the dwelling unless approved by the parties of the first part.

5. All dwellings shall be of new construction and no dwelling shall be constructed having less than eight hundred (800) square feet of floor area. All dwellings must have a finished exterior. (excluding porches, etc.)

6. All garages, carports and any subsequent additions to the dwelling shall be of the same kind of material as the construction of the dwelling, same shall be substantial and conform architecturally with the dwelling.

7. No trailer, barracks type or other structure shall be moved onto any parcel of land in the area covered by these restrictions.

8. An easement and right of way are hereby expressly reserved in and over all existing access roads for travel of all kinds and in and over a strip of land five feet in width along the rear line, said lines and front line of properties for the construction and maintenance of electric light, power and telephone service lines, storm water drains, land drains, public and private sewers, pipe lines supplying gas and water; or other public or other quasi-public utility. Parties of the first part, their heirs and assigns, shall have the right to enter and permit others to enter upon said reserved roads and strip of land for any of the purposes for which the said easements and rights of way are reserved.

9. No mobile home or trailer of any kind are permitted upon the above described lands provided, however, that the party (ies) of the second part may reside in some form of trailer quarters on the said property during the period of the construction of a permanent residence on the above described property, and further provided that said trailer quarters shall not be maintained for a period in excess of sixty (60) days.

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10. No septic tank or other sewage disposal unit shall be erected within one hundred (100) feet of springs located on the adjacent property, or within twenty-five (25) feet of the side boundary lines of the above described property, or within seventy five (75) feet of certain springs which flow through the property herein conveyed or adjacent property.

11. Party (ies) of the second part shall neither cause or permit streams running through the property hereinabove conveyed or adjacent property to be in any way polluted and she/he/they do hereby covenant to keep the same litter free. Water is for domestic household use only.

12. The parties of the first part, their heirs and assigns, reserve the right to improve and maintain streets and roads within the said properties with the approval by the majority of the land owners of Rough Mountain. All property owners who use the Rough Mountain access roads will be subject to a road assessment of Forty Dollars ($40.00) per year for maintenance and improvement to the roads.

13. All roads and/or streets located within the confines shall be for the private use, benefit and enjoyment of the ownersof Rough Mountain properties, and their guests.

14. These covenants and restrictions shall be binding and effective in perpetuity in respect to the lands herein conveyed, and shall any of these terms, conditions and restrictions above stated be declared invalid shall remain in full force and effect; provided, however, that the said parties of the first part and their heirs and assigns, reserve the right to release, amend, change or modify these restrictions with the approval of the majority of the owners of Rough Mountain property.

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