

NORTH CAROLINA
JACKSON COUNTY

THE CERTIFICATE OF:

Nancy B. Gunter

IS CERTIFIED TO BE CORRECT:

Joe Hamilton
REGISTER OF DEEDS



Doc ID: 003089950008 Type: CRP
Recorded: 10/07/2004 at 04:43:51 PM
Fee Amt: \$35.00 Page 1 of 8
Jackson County, NC
Joe Hamilton Register of Deeds

BK 1455 PG 131-138

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF

COLE MOUNTAIN

WHEREAS, COLE MOUNTAIN LAND CO., INC., a North Carolina Corporation, herein referred to as "Declarant/Developer", has planned the development of COLE MOUNTAIN, a residential community described in Exhibit "A," hereto; and

WHEREAS, Declarant may cause to be incorporated a North Carolina non-profit corporation or some other corporation, partnership, Limited Liability Company, Trust or some other administrative organ (the Association) for the purpose of maintaining and improving the roadways and other utilities in COLE MOUNTAIN, and of administering the covenants, conditions, and restrictions and easements established hereby. Until such an organization is brought into being, the Declarant/Developers reserve unto themselves the right and responsibility of any such Association.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" shall be held, transferred, sold, conveyed, encumbered, leased, used, improved and occupied subject to the following covenants, conditions, restrictions and easements, all of 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.

ARTICLE I

RESTRICTIONS ON USE

1. Use of Tracts Restricted to Residential Purposes. All lots in Cole Mountain are restricted to the use of residential property and no commercial enterprise, including but not limited to manufacturing, business or apartment house, shall be conducted on said lands. Houses may be rented as a single family home. A lot owner may operate a home business that does not require their clients or customers to come to the owners home or require supply or product delivery. The lot owners shall be fully responsible and libel for the actions of their guests. Meetings or social gatherings outside of dwelling are to be held at reasonable hours. The Declarant/Developers/ shall have the right to grant variances or permission to change lot lines.

2. Portable Structures Prohibited. No trailers, mobile homes, double-wide, manufactured homes, may be moved onto any lot for any purpose. No motor home, recreational vehicle or camper, fifth-wheel or similar vehicle may be occupied as a dwelling on any lot at any time. However, a construction shed or camper may be placed on a lot and remain there temporarily during the course of active construction of a residence not to exceed one year after the footers being dug or issue date of constructions permit (whichever occurs first), otherwise no portable or temporary buildings, mobile homes or trailers may be placed on a lot. A modular home may be placed upon the property with the prior written approval of the Declarant/Developer, its assigns, and must be located on permanent masonry foundation, with no exposed block. All homes must have covered front porch, rear porch or deck and garage.

3. Lot Restrictions. Only one residential one-family dwelling and one out-building may be constructed per lot. All dwellings must have a roof slope of 7/12 or greater, and must have colors in keeping with those commonly used on other Jackson County, North Carolina homes. All exterior masonry walls shall be finished with stucco, rock work or brick veneer. There shall be no exposed and/or unfinished block. All dwellings must conform to North Carolina and Jackson County building codes applicable to construction within the development. (HUD Code Structure is NOT acceptable).

4. Vehicles. There shall be no unlicensed or uninsured vehicles allowed to remain on the premises for longer than sixty (60) days unless completely enclosed within a garage.

5. Recreational Vehicles, Boats, Cars and Trailers. Boats, boat trailers, small utility trailers and camper units shall be stored in inconspicuous portions of the lots behind constructed screening that matches the general decor of the other construction within said development and shall be permitted for storage purposes only and not occupied at any time.

6. Outbuildings. Outbuildings are limited to 750 square feet or 50% of the interior size of the dwellings, whichever is smaller. Outbuildings must be of similar material, color and finish as the dwelling. Outbuildings may not be constructed or placed upon any lot prior to the construction of dwelling.

7. Setback Restrictions. Subject to the exceptions hereinafter mentioned, no building or any part thereof may project beyond setback lines as follows:

- 15 feet from road right of way lines;
- 10 feet from rear property lines;
- 10 feet from either side property line;

Terraces, walls, low or open fences and low platforms or steps may be erected within setback lines, provided such construction shall not interfere with the exposure or view, or reasonable privacy of adjoining, or facing property.

8. Fences. Only wood rail type fencing may be constructed on any lot side facing a road or common area. It is permitted to "line" the inside of the wood fencing with a wire material to maintain pets within the property boundary. Chain link type fencing may not be used as a boundary fencing material. Ribbon wire, electric wire fencing or any fencing designed to injure or shock is not permitted. No "Privacy" fence is permitted as a boundary fence on the front side of any lot. Privacy fencing may not be higher than 7 feet and may not be constructed to where it may impair the mountain view from any other property.

9. Lot Maintenance. Lot owners are responsible for maintaining the lots in a neat, safe and sanitary condition. The lot owners must cut weeds once each year between April 1st and June 30th and again between August 15 and October 15th of each year as a minimum cutting schedule. Brush, dead trees, etc., may not be permitted to accumulate creating a fire or health hazard. Any part of a tree or bush overhanging a property line may be cut at the property line by either property owner.

Should it become necessary for the Declarant/Developer, its assigns or Property Owners Association to perform any repair or maintenance a lot owner has failed to do as express herein (cut weeds, clean up debris, or otherwise maintain the vegetation, clean driveway culvert, drainage, etc.) the lot owner shall be responsible for all expenses incurred including, but not limited to labor, equipment and legal fees. If the property owner does not pay for these repairs or maintenance in full within 45 days of notification, the Declarant/Developer, its assigns or Property Owners Association shall have the right to place an interest bearing lien upon the lot.

10. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. No garbage, trash, animal waste or residue, may be allowed to accumulate as to become malodorous, or attract vermin or insects or become a health hazard to any adjoining property.

11. Livestock. No farm animals including, but not limited to horses, cattle, goats, pigs, chickens, turkeys, mules, etc. shall be permitted to be raised, fed or kept on any parcel or lot. Common outdoor household pets shall be permitted with the number of pets not to exceed two per household. In no event may any breed which may be considered dangerous, i.e. pit bull or rottweiler dogs, poisonous reptiles, etc., shall be permitted on any lot. Any animal owned by a guest or tenant of the lot owner must comply with these restrictions and the property owner assumes full responsibility. No animal may be boarded for any fee or charge on any lot. Any lot containing 2 acres or more may have horses and/or cattle not to exceed one head per full acre of area (See fence requirements.)

Any animal or pet that is the subject of one or more written and signed complaints, including, but not limited to, unpleasant odor, noise or intimidation, received by the Developer or Property Owners Association within a six month period written by unrelated lot owners of four different lots within the development will be considered a nuisance. Any animal or pet considered to be a nuisance, based on the receipt of said written complaints, must be permanently removed from the development within ten (10) days of notification.

12. Nuisances. No noxious or offensive activity, including but not limited to the keeping of howling or barking dogs, loud music or noise, vehicle/engine noise, fireworks, the operation of go carts, dirt bikes and all other all terrain vehicles, shall be carried upon any lot; nor shall anything be done thereon which may become a nuisance to the neighborhood.

13. Assembly of Guests. All lot owners must provide off-road right of way parking for all guests. The lot owners shall be fully responsible and liable for the actions of their guest. Meetings and social gatherings outside of dwelling are to be held at reasonable hours.

14. Organized Group Meetings. There shall be no fraternities, sororities, church groups, or other such groups permitted to be housed or to hold meetings on any development lot. No group of meeting for any group whose intent, interest or purpose is for any illegal purpose to include, but not limited to, "para-military, dog, cock or any animal fighting, racial bigotry/supremacy, terrorist, fanatical or cult groups under the disguise of religion" shall be permitted on any development property.

15. Firearms. The discharge of firearms within the development is forbidden except for the protection of life.

16. Variances. The Declarant/Developers, its assigns, shall have the right to grant variances or permission to change lot lines.

ARTICLE II

ROADS, UTILITIES AND MAINTENANCE

1. Road Right of Way. Road rights of ways shall be 45' in width throughout said Development and are reserved for the use of the developers and lot owners in said Development, for ingress, egress and regress and utilities. The Declarant/Developer, its assigns, reserves the right to retain rights of ways and easements on all roads and utility easements referenced herein or granted to others and has the right to convey the same to any other owner or other properties.

2. Rate of Assessments. Any lot owner, prior to the beginning of construction of a home on the lands, shall pay to Cole Mountain Land Co., Inc or Jack A. Deitz or Sue C. Deitz, their heirs, assigns, executors of administrators, the sum of \$300.00 as an impact and as liquidated damages that may be caused to the roadways by heavy trucks and equipment. The impact fee shall increase by \$10.00 each January 1st, beginning January 1, 2005.

3. Road and Area Maintenance. Road and area maintenance shall be the responsibility of the property owners. Each property owner shall pay a proportionate share or \$200.00 per year per lot, whichever is greater, of the cost to properly maintain the entrance into the development at State Road #1318 (SR 1318) and all commonly utilized access road(s) into and within the development and the upkeep of all "common areas" within the development. If a property owner

owns more than one lot, then he shall pay one share for each lot owned. Beginning on January 1, 2005 and each January 1st thereafter this amount shall increase by \$10.00.

Properly maintained road shall be deemed as mowing weeds along the shoulders, cleaning ditches and culverts, complete grading, and gravel as needed. Properly maintained entrance and common areas is considered to be cutting grass and weeds whenever required to maintain a height no greater than eight inches, to repair or replace shrubbery, trees and other attractive and beneficial vegetation, ponds, streams, sheds, or amenities located on all grounds designated and deeded or dedicated as "common area."

4. Owner May Not Escape Liability by Non-use of Roads. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the roads or abandonment of his lot.

5. Effect of Non-Payment of Assessments; Remedies of the Association; the Personal Obligation of the Owner; the Lien. Any assessment not paid within 15 days after the due date shall be deemed delinquent and shall bear interest from the due date at such rate of interest as the Declarant/Association may from time to time determine, however, it shall not exceed 18% per year, which is the current rate. Any assessment, interest, penalties, court cost for collection, including reasonable attorney's fees shall constitute an "improvement" lien under NCGS §44A, and collectable under that General Statute and others, as well as common law.

The cost to enforce these Restrictive Covenants shall be assessed against any violator. The cost of collection of any fees or dues under these Restrictive Covenants by Declarant/Developer, its assigns or Property Owners Association shall be assessed against the non-paying owner, including reasonable attorney's fees.

6. Driveway Access. In the event that any lot owner makes a driveway connection with any road, said owner shall install a culvert of sufficient size (a minimum of 15 inches) in the ditch line along said drive to carry the normal flow of water of the ditch line through said culvert. No obstruction or fence may be placed within 22 ½ feet of the center line of any roadway.

7. Developer's Maintenance Fee. Until such time as the supervision of Road and Area Maintenance shall pass from the Declarant/Developer, its assigns, the Developer shall not be responsible for more than the actual number of lots owned up to a maximum of three lots for maintenance. After such time as the supervision of Road and Area Maintenance shall pass from the Declarant/Developer to the property owners association, the Declarant/Developer, its assigns, shall not be responsible for more than one share regardless of the number of lots owned by Declarant/Developer, its assigns, until such time as the Developer no longer owns property within the original development and at that time the Declarant/Developer, its assigns, responsibility for said expense shall terminate.

The supervision of road and area maintenance may pass from the Declarant/Developer, its assigns, to a property owners association at the time the Developer has sold 90% of the original development tract.

All fees may change where increase of maintenance or cost of maintenance is required.

8. Easement of Utilities. There shall be reserved unto the Developer, their heirs and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cable, cable TV, conduits, sewers, underground pipelines, underground conduits, cable and wires, storm sewers, water mains and other suitable equipment for the transmission and use of electricity, telephone, telegraph, cable television, gas, sewer, water or other conveniences or utilities on, in or over ten feet inside the outside boundary lines of each lot and on all road rights of ways. Any type of utility lines located on the lands shall be placed underground from the main service lines to the dwelling or outbuilding.

9. Satellite Dish, TV and Radio Antenna. All satellite dishes and antenna must be mounted on a free standing pole (or the side or rear exterior wall of a dwelling) within lot set back lines and have underground wiring to the dwelling. Antenna, dish and pole must be of a neutral,

non-metallic color. No pole, antenna or dish may be higher than 12 feet above the ground. Maximum dish size is 36 inch diameter, maximum antenna size is 48 inches. If the dish or antenna is mounted on the side or rear exterior wall of a dwelling, it may not extend above the highest roof elevation.

No "HAM", shortwave or other wireless transmissions that interfere with TV, radio, telephone reception of other lot owners within the development is permitted.

ARTICLE III

CONSTRUCTION AND IMPROVEMENTS

1. Construction Commencement. Owner shall have a period of one year from the date of commencement of construction in which to complete all exterior work required by such construction.

Each lot owner shall provide sufficient off-road parking at the commencement of and during construction of the dwelling on said lots.

2. Occupancy. No dwelling shall be occupied before obtaining a certificate of occupancy and completion of the exterior construction, including final painting, unless written approval for such occupancy is first obtained from the Developer.

3. Completion of Construction. Completion shall be considered when a certificate of occupancy is issued by the Jackson County Building Department and all construction debris removed and all exterior areas painted, stained, stuccoed, etc.

4. Additions. All garages, carports, and any subsequent additions to the dwelling shall be of the same kind and quality of material as the construction of the original dwelling, and the same shall conform architecturally with the dwelling.

5. Specifications. Each dwelling must contain at least 1500 square feet of heated living space above ground level and be no higher than two stories above ground level and must be placed on a continuous masonry foundation. Heated living space does not include porch, deck, garage, basement, carport, unfinished attics, lofts, outbuilding or patio.

6. Rubbish. Each lot owner shall be responsible for clearing all rubbish from the lot before, during and after construction, and to seed and/or gravel any disturbed earth within 30 days after the construction of the home is completed. All disturbed slopes, banks, and road sides shall be seeded or covered with burlap netting to prevent erosion until permanent seeding is done. Silt fencing shall be used as needed.

ARTICLE IV

TERMS AND AMENDMENTS

These Covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of 15 years from and after the date hereof, after which they shall be extended automatically for successive periods of 10 years unless an instrument is signed by majority of the then lot owners and recorded in the Office of the Register of Deeds of Jackson County, North Carolina, agreeing to change the covenants in whole or in part. When one or more persons or entities own more than one lot, they will be entitled to one vote for each lot owned.

The Developer/Declarant retains the rights to revise these Declarations as is necessary for the orderly development of the property. The Developer may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owner of other lots. The right to modify, waive, grant variances and adjustments shall be assignable to the Declarant, its successors and assigns, said right of the Declarant/Developer or

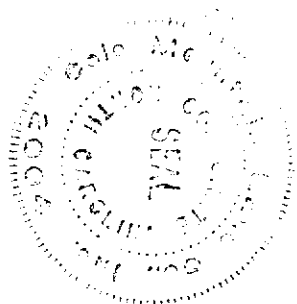
assigns shall terminate with the sale of the last lot in the Development to a third party.

The original Developer, for as long as the Developer owns twenty percent or more of the lands within Cole Mountain, retains the right to veto any change to the covenants, in whole or in part, when, in the Developers opinion, the change is not beneficial to the development. This retained right of veto is for the original developer and is assignable to a subsequent developer.

The Developer may, at any time after but not later than 90% of the development has been sold, appoint a three person committee from current property owners in said development, to create a not for profit property owners association and to formulate a democratic election of officers for a Cole Mountain Property Owners Association. The election is to be completed and the transfer of road and common area supervision by December 31st following the creation of the corporation and committee appointment.

Each owner of any tract shall, 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 Declarant and of the Association. Such owner or contracting party, for himself, his heirs, assigns, and successors, covenants, consents and agrees to and with the Declarant, the Association and the owner of each other tract to keep, observe, comply, and perform the covenants, conditions and restrictions contained in this Declaration.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, this 27th day of September, 2004.

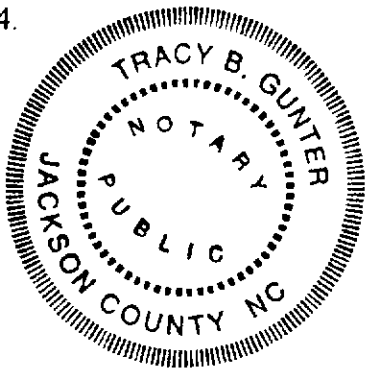


For: Cole Mountain Land Co., Inc.
Jack A. Deitz (Seal)
 Jack A. Deitz, President
Sue C. Deitz (Seal)
 Sue C. Deitz, Secretary

STATE OF NORTH CAROLINA
 COUNTY OF JACKSON

I, Tracy B. Gunter, a Notary Public of the County and State aforesaid, certify that Sue C. Deitz personally appeared before me this day and acknowledged that she is Secretary of Cole Mountain Land Co., Inc. and that by authority 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 27th day of September, 2004.



Tracy B. Gunter
 Notary Public

My Commission Expires: 01-21-2008

Prepared by: David H. Bryson, Jr. Attorney at Law
 10 East Main Street, Sylva, N.C. 28779
 Tele. (828) 586-5593 & Fax. 586-0304

EXHIBIT "A"
 COLE MOUNTAIN LAND CO., INC.
 GREENS CREEK TOWNSHIP

TRACT 1: BEGINNING at a 5/8" Iron pipe set (IPS) at a fence corner, said corner being a common corner of now or formally (N/F) Lloyd Buchanan Deed Book 334 at page 137 (DB 334/137), Jackson County Registry and N/F James M. Lewis, DB 1014/590 and being located S 61° 52' 47" E 297.86' from an existing set stone and runs thence with Lewis line, S 09° 41' 24" W 152.74' to a #4 existing rebar, S 09° 42' 19" W 161.04' to a #4 existing rebar; thence S 09° 37' 17" W 151.89' to a #4 existing rebar; thence S 09° 40' 14" W 85.82' to a #4 existing rebar; thence S 09° 38' 50" W 151.83' to a 5/8" iron pipe set (IPS); thence S 09° 38' 44" W 65.72' to a nail set in the western edge of the pavement, SR 1318; thence S 62° 29' 52" E 8.24' to a nail in the center line of SR 1318; thence with the centerline of SR 1318 the following courses and distances: N 27° 50' 08" E 33.34' to a nail in the centerline of road (typical), N 36° 25' 06" E 34.90', N 55° 30' 23" E 37.37', N 71° 59' 50" E 36.06', N 86° 18' 56" E 37.33', S 84° 47' 58" E 45.97', S 81° 05' 58" E 106.21', S 83° 44' 00" E 62.54', S 77° 28' 29" E 42.95', S 68° 07' 20" E 41.00', S 60° 29' 57" E 54.76', S 55° 36' 00" E 52.82', S 50° 41' 19" E 44.07', S 43° 44' 35" E 41.54', S 32° 31' 10" E 33.55', S 19° 53' 49" E 35.13', S 08° 58' 53" E 24.67' to a point in the centerline of a branch and the road, thence continuing with centerline of said road, S 08° 58' 53" E 56.72', S 12° 07' 46" E 48.61', S 20° 58' 06" E 45.99', S 28° 40' 20" E 40.91', S 36° 27' 30" E 44.37', S 46° 09' 00" E 45.48', S 57° 49' 46" E 33.46', S 68° 10' 00" E 39.74' and S 73° 01' 05" E 118.21' to a nail in the centerline of said road, thence leaving said road and with the line of N/F Mark S. Brooks, DB 1128/618, N 17° 30' 29" E 30.00' to a 5/8" IPS and N 17° 30' 36" E 170.26' to a 5/8" existing iron rod (EIR) at a fence and centerline of a branch; thence N 13° 47' 30" E 319.18' to a 5/8" EIR at a fence; thence, with the line of N/F Glenn J. Allison, DB 415/415, N 07° 32' 31" E 193.82' to a 5/8" EIR at a fence; thence N 27° 17' 38" E 71.90' to a 5/8" EIR at a fence; thence N 05° 05' 05" E 106.33' to an 5/8" EIR at a fence; thence N 06° 50' 52" W 61.81' to a 5/8" EIR at a fence, said point being located N 80° 20' 41" W 17.66' from a EIR in the centerline of an old road; thence, with the top of a ridge and with the line of N/F Lloyd Buchanan, DB 344/137, N 81° 27' 58" W 192.39' to a 5/8" IPS at a fence (typical) N 71° 22' 51" W 81.20'; N 79° 06' 21" W 74.81'; thence S 77° 47' 43" W 49.93'; N 89° 29' 22" W 97.50'; N 58° 16' 45" W 100.99', N 52° 42' 08" W 168.39'; N 80° 49' 24" W 64.66'; N 65° 05' 11" W 140.88' and N 70° 48' 30" W 93.77' to the point of BEGINNING, containing 16.67 acres as shown on a survey prepared by Roy J. Tucker, PLS, having a date of December 31, 2003, entitled "Jack A. Deitz" unrecorded.

TRACT 2: BEGINNING at a nail in the centerline of a bridge over Savannah Creek and SR 1318 known as Cole Allison Rd., said nail being located S 42° 34' 37" E 134.06' from an existing NC Dept. of Transportation Right of Way monument, and runs thence S 75° 52' 54" E 87.65' to a nail in the centerline of SR 1318, and S 63° 58' 04" E 104.17' to a point in the centerline of SR 1318; thence S 62° 03' 36" E 60.62' to a nail in the centerline of said road, said nail being located S 26° 46' 30" W 33.05' from a #4 existing rebar; thence S 62° 03' 36" E 145.03' to a nail in pavement; thence S 62° 45' 07" E 36.50' to a nail in pavement said nail being located S 41° 49' 52" W 20.00' from a 1" EIP and located on north edge of pavement; thence S 62° 52' 04" E 277.06' to a nail in pavement on the north side of the centerline of said road, said nail being located S 29° 27' 59" W 94.85' from a 3/4" EIP; thence N 85° 09' 04" E 165.00' to a nail in pavement on the north edge of the pavement; thence N 39° 09' 04" E 92.23' to a point, said point being located N 70° 47' 08" E 12.19' from a 5/8" IPS; thence N 39° 09' 04" E 56.27' to a nail set in west edge of pavement, a common corner of Tract 1 as hereinabove described; thence with the said Tract 1, S 62° 29' 52" E 8.24' to a nail in the centerline of said road; thence with the centerline of SR 1318 the following courses and distances: N 27° 50' 08" E 33.34' to a nail set in the centerline of said road (typical), N 36° 25' 06" E 34.90', N 55° 30' 23" E 37.37', N 71° 59' 50" E 36.06', N 86° 18' 56" E 37.33', S 84° 47' 58" E 45.97', S 81° 05' 58" E 106.21', S 83° 44' 00" E 62.54', S 77° 28' 29" E 42.95', S 68° 07' 20" E 41.00', S 60° 29' 57" E 54.76', S 55° 36' 00" E 52.82', S 50° 41' 19" E 44.07', S 43° 44' 35" E 41.54', S 32° 31' 10" E 33.55', S 19° 53' 49" E 35.13' and S 08° 58' 53" E 24.67' to a nail in the centerline of a branch and said road; thence continuing with centerline of said road, S 08° 58' 53" E 56.72', S 12° 07' 46" E 48.61', S 20° 58' 06" E 45.99', S 28° 40' 20" E 40.91', S 36° 27' 30" E

EXHIBIT "A"
 COLE MOUNTAIN LAND CO., INC.
 GREENS CREEK TOWNSHIP Continued

44.37' , S 46° 09' 00" E 45.48' , S 57° 49' 46" E 33.46' , S 68° 10' 00" E 39.74' and S 73° 01' 05" E 118.21' to a nail in the centerline of said road, said nail being located S 17° 30' 29" W 30.00' from a 5/8" IPS; thence leaving SR 1318 and with the line of N/F Mark S. Brooks, DB 1128/618, S 17° 30' 35" W 30.00' to a 5/8" IPS and S 17° 30' 36" W 327.62' to an existing axle, said axle being located N 02° 32' 29" E 150.24' from a 2 ½" existing truck spring; thence, leaving the line of Brooks, and with the line of J. Harrison & M. L. Bradley Subdivision, N 24° 05' 28" W 100.48' to a 5/8" IPS, N 53° 44' 53" W 165.27' to a 5/8" IPS, N 45° 38' 48" W 86.03' to a 3/4" existing rebar at a fence; N 45° 38' 48" W 139.98' to a 2 ½" existing angle iron and N 05° 37' 30" W 67.11' to a 20" marked white oak at a fence; thence N 00° 23' 35" E 20.96' to a 3/4" existing rebar at a fence corner; thence N 84° 47' 48" W 353.96' to a #5 existing rebar and N 84° 27' 54" W 890.26' to a point in the centerline of a creek, said creek being known as Savannah Creek, ; thence N 84° 40' 01" W 79.51' to a point, said point being located N 86° 51' 55" E 11.35' from an EIR; thence N 18° 12' 28" E 30.21' ; to a point in the centerline of Savannah Creek; thence with the creek, N 06° 03' 54" E 69.75', N 22° 44' 24" E 75.43', N 07° 17' 22" E 76.59', N 06° 33' 54" W 45.30', N 23° 41' 01" W 113.48' to a point in the centerline of creek and N 49° 31' 59" W 70.94' to the point of BEGINNING, containing 13.62 acres as shown on a survey prepared by Roy J. Tucker, PLS, entitled "Jack A. Deitz" and dated December 31, 2003, drawing #011304B, unrecorded.

Being the same lands as conveyed to the Grantor by a deed recorded in Deed Book 1212, page 108 of the Jackson County Registry.

Subject to the right of way of State Road 1318, known as Calvary Church Road as recorded in Book 1020, page 228, of the Jackson County Registry.