

SCHEDULE "B"

RESTRICTIVE COVENANTS AND CONDITIONS GOVERNING THE USE AND
ENJOYMENT OF LOT #102, CHEROKEE HILLS GOLF COURSE PROPERTY(S)

1. This Lot(s) is designated as a Residential Lot(s), and is not designated a commercial area, public area, or water supply area for what is known as the Cherokee Hills Golf Course properties.
2. This Lot shall be used solely for residential purpose(s).
3. No residence or dwelling house, private garage or other out buildings incidental to residential use shall be designed so as to accomodate more than one family for residential purposes.
4. No apartment house, that is to say, any building that is designed to house two or more families, shall be erected constructed or placed upon the herein described Lot(s).
5. All residential structure(s) constructed on this Lot(s) shall have a minimum of 1200 square feet of living area, exclusive of porches, car ports, garages, basements, and patios, and shall be of a permanent construction type based upon plans approved by the current owner/developer of the Cherokee Hills Golf Course Property(s).
6. No residence, dwelling house, carport, garage or structure of any type shall be erected, placed, or situate closer than TEN (10) feet to any adjoining property line.
7. This Lot(s) as herein described shall not be subdivided for any purpose.
8. No trailer, basement, tent, incompleated structure, barn or other out buildings shall be erected, placed, or allowed to remain upon this described property and used as a residence temporarily or permanently.
9. The herein described Lot(s) shall not be used at any time for the purpose(s) of any trade, business, or manufacture; and no commercial enterprise or business shall be conducted, carried on, or maintained on any portion of the herein described Lot(s).
10. No livestock, cattle, animals or fowls shall be kept on any portion of this Lot(s); provided, household pets, including cats and dogs, may be kept and maintained on the herein described property(s).
11. No car or other vehicle which is not currently licensed and operative shall be kept upon the herein described Lot(s) or upon any roadway adjacent or appurtenant thereto.
12. That before any dwelling or premises shall be occupied on the herein described Lot(s), a septic tank and sewage disposal tank shall constructed in accordance with the requirements of the North Carolina State Board of Health. All sewage from the premises shall be turned into such sewage disposal facility and the same shall be continously maintained in a proper state of sanitation. The affluent from such septic tank or sewage disposal shall not be permitted to discharge into a stream, storm sewer, or open ditch or drain unless it first has been passed through an absorption field approved by the proper public health authority; provided, that in the event that an approved sanitary system is installed for use of all the community upon which said premises are located, then, and in that event, proper connection of said premises shall be made therewith at which time the singular or private septic/septic tank facilities on the herein described Lot(s) shall be abandoned.

13. The herein described Lot(s) shall not be used as a dumping ground for rubbish, garbage, or other waste. All waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of waste shall be kept in a clean and sanitary condition.

14. In the event that, for any reason, any one(s) of the restrictive covenants and conditions herein set forth shall be construed by judgment or decree of any court of record to be invalid, such action shall affect in no wise any of the other provisions hereof which shall remain in full force and effect the provisions and covenants hereof being not interdependent but severable.

568-90

This instrument was prepared by NOLAND W. SMITH of the law firm of McKeever, Edwards, Davis and Hays, P.A. Title to the lands and/or interest in lands described herein is not certified unless a separate, written title opinion has been given to, or title insurance obtained for, the Grantees herein by said law firm.

State of North Carolina,
County of Cherokee

TITLE FILE NO. 1321-A

This Indenture, made the 2nd day of June, 1988 by and between:

W. CALVIN PETTEY and wife, HELEN M. PETTEY

hereinafter called Grantors, and ARTHUR S. BOLDT and wife, VIRGINIA M. BOLDT
1103 Lakeside Drive
Edinboro, PA 16412

hereinafter called Grantees, (said designations shall include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns).

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 and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantees, their heirs and/or successors and assigns, (subject to the terms, conditions, covenants, restrictions, exceptions and reservations hereinafter stated, if any), the following particularly described real estate, located in Cherokee County, North Carolina to-wit:

All that certain tract or parcel of land containing 1.77 acres, more or less, and being designated as Lot 102 of Cherokee Hills Golf Course Properties, Murphy Township, Cherokee County, North Carolina, and being bounded on the South by Lot 103, on the East by Craig, on the North by Lot 101, and on the West by a subdivision access road and being more particularly described according to a plat of survey by Palmer's Surveying, Inc., Felix E. Palmer, R.L.S., dated June 7, 1984, and from said plat of survey described as follows:

BEGINNING on an angle iron set in a fence line and in the line of Craig, the Northeast corner of Lot 103 and the Southeast corner of Lot 102 and runs then with said fence line and the line of Craig the following two courses and distances: N 08-43 E 130.19 feet, and N 10-48 E 229.76 feet to an angle iron set in said fence line, said point being a point in common with the lines of Lot 61, Lot 101, and the herein described lot; then turning and leaving said fence line and with the South line of Lot 101 S 69-58 W 407.59 feet to an angle iron set on or near the East margin of an access road; then continuing with the line of Lot 101 S 69-58 W 29.75 feet to a point in the centerline of said road and being a point in common with the line of Lot 104; then with the centerline of said road and the line of Lot 104 S 18-12 E 72.54 feet to a point in the centerline of said road, said point being a point in common with the lines of Lot 104, 103, and 102; then turning and leaving said road centerline and with the line of Lot 103 S 67-22 E 50.01 feet to angle iron set on or near the Eastern margin of said access road; then continuing with the line of Lot 103 S 67-22 E 302.32 feet to the BEGINNING.

ALSO HEREIN CONVEYED is a non-exclusive, perpetual right-of-way and easement 50 feet in width, 25 feet on each side of the centerline thereof over and across the existing subdivision access road which extends out to the main subdivision access road known as Poor House Mountain Trail and extends therefrom through the remaining appurtenant lands of the Cherokee Hills Golf Course Properties to N.C.S.R. #1558 so as to provide vehicular and utility ingress, egress, and regress from the herein described tract to the aforementioned state maintained road.

EXCEPTING AND RESERVING from this conveyance is a non-exclusive, perpetual right-of-way and easement 50 feet in width, 25 feet on each side of the centerline thereof over and across the subdivision access road which connects with Poor House Mountain

Trail being the main subdivision access road for the purposes of ingress, egress, regress, and utilities to the appurtenant Cherokee Hills Golf Course Properties.

THIS CONVEYANCE IS SUBJECT TO the restrictive covenants and conditions which shall be appurtenant to and run with the lots herein conveyed as it relates to the Cherokee Hills Golf Course Properties, the specific restrictive covenants being set forth on Schedule "B" attached hereto and by reference thereto incorporated herein.

For source of title reference Deed Book 566, Page 21, Cherokee County, North Carolina Registry.

CHEROKEE COUNTY, NORTH CAROLINA

FILED

BY: Thom H. Hays

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 the terms, conditions, covenants, restrictions, exceptions and reservations hereinabove stated, if any).

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 heirs, 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, each 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.

By: _____
(Corporate Name)

By: _____

President

ATTEST:

Secretary (Corporate Seal)

SEAL-STAMP

W. Calvin Pettey (SEAL)
W. CALVIN PETTEY

Helen M. Pettey (SEAL)
HELEN M. PETTEY

USE BLACK INK ONLY

(SEAL)

(SEAL)

(SEAL)

(SEAL)