

and N 23-12 W 15.41 feet to an iron pipe (set) in the centerline of an existing access road; thence running with the centerline of said road and with a line common to Lot 53, N 48-07 E 42.53 feet, N 56-43 E 33.47 feet and N 72-26 E 15.77 feet to an iron pipe (set) in said road centerline; thence turning and leaving said road and continuing with the line of Lot 53, N 36-17 E 48.75 feet to an iron pipe (set); thence with a line common to lands owned, now or formerly, by Kessler, S 59-25 E 230.63 feet to the BEGINNING.

ALSO HEREIN CONVEYED is a non-exclusive, perpetual right-of-way and easement over and across the existing access road which traverses the above-described lot, said road having a right-of-way width of 30 feet, 15 feet on each side of the centerline thereof, and whose centerline forms a portion of the west boundary line and which traverses the north portion of the above-described lot and which leads therefrom over and across Lot 12 of Winding Oaks, Phase Two, and over and across the existing 30-foot right-of-way and easement, within which is situate an existing access road, which traverses lands owned, now or formerly, by Forrester and which also traverses and serves Willow Tree Lane Subdivision, for the purposes of ingress, egress and regress and utilities thereon from the above-described lot to the public road.

EXCEPTING AND RESERVING FROM this conveyance is a non-exclusive, perpetual right-of-way and easement 30 feet in width, 15 feet on each side of the centerline thereof, over and across the existing access road, the centerline of which forms a portion of the west boundary line and which traverses the north portion of the above-described lot and over and across the 30-foot right-of-way and easement which runs along the east portion of the above-described lot, so as to provide ingress, egress and regress and utilities thereon from the remaining appurtenant lands of Grantors to the public road.

THIS CONVEYANCE IS SUBJECT TO the rights of others in and to the use of the existing rights-of-ways and easements 30 feet in width, as above-referenced, as a means of ingress, egress and regress and utilities thereon to the public road.

THIS CONVEYANCE IS SUBJECT TO the various rights-of-ways and easements in favor of Blue Ridge Mountain EMC for the distribution of electric power to the lands owned, now or formerly, by Forrester.

THIS CONVEYANCE IS SUBJECT TO the following Restrictive Covenants and Conditions which shall run with the land as above-described as follows:

- 1) House trailers, mobile homes, pre-fabricated homes, or modular homes are not allowed in the subdivision;
 - (a) Constructed dwellings must contain at least 900 square feet of enclosed floor space exclusive of garages, carports, screened areas, porches, patios, terraces, and decks;
 - (b) Recreation vehicles and travel trailers may be used if permanent dwelling is under construction, but construction to shell home stage must be completed within one year of start of construction; and
 - (c) No commercial vehicles, including tractor trailers and semi-tractor trailers shall be permitted to be stored or parked on any lot within the subdivision. However, motor homes, recreation vehicles and campers may be stored upon said lots after construction is completed so long as said motor homes, recreation vehicles and campers are not used for living quarters or residences.
- 2) No un-licensed, unused, discarded, or salvaged motor vehicle, or any part thereof, and no unusable or salvaged household appliance, or any part thereof, shall be placed or left upon the above-described lot;

- 3) No livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets are permitted so long as they do not number more than two and as long as they are kept within the boundary line of the property and not raised for commercial purposes;
- 4) The grounds of the above-described lot shall be kept in good condition. The yard will be mowed and kept in a clean fashion; and
- 5) The above-described lot shall be subject to Road Maintenance Fees as prescribed by those owners who participate in the maintenance of the subdivision road which serves Willow Tree Lane Subdivision and shall be subject to a Road Maintenance Fee of \$100.00 per year for the maintenance of the roads which serve the Newcomb and Baluvelt Property.

EXCEPTING AND RESERVING FROM this conveyance is a 6-foot by 6-foot area upon which is situate a well, together with a non-exclusive, perpetual right-of-way and easement to lay and maintain a waterline leading from said well over and across the above-described lot to those lots which obtain water from said well and to go upon the above-described lot whenever the same is reasonably necessary for the purpose of inspecting, maintaining and repairing said well and water system including waterlines.

FOR SOURCE OF TITLE reference Deed Book 1142, Page 92, Cherokee County Registry.

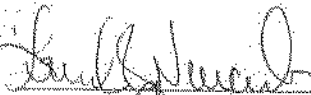
To Have and to Hold the above described land and premises, with all the appurtenances thereto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns forever, (subject to the terms, conditions, covenants, restrictions, exceptions and reservations hereinabove 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 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.

RAY NEWCOMB CONSTRUCTION, LLC

 (SEAL)
Ray A. Newcomb, Jr., Member/Manager

 (SEAL)
Linda J. Newcomb, Member/Manager