

1. Said easement shall not be utilized to provide access to or the emplacement of a trailer park on the lands served by said easement.
2. Said easement is for purposes of access and egress only.
3. That it is understood and agreed that the Party of the Second Part shall assist in the maintenance of said easement not to exceed One Thousand Dollars (\$1,000.00) in any one year or as mutually agreed upon by the parties hereto.
4. That all of the property served by said easement shall be restricted to lots with a minimum size of at least five (5) acres.
5. Those lots owned by the Parties of the First Part and that have access to said easement shall be sold for no less than Seven Thousand Five Hundred Dollars (\$7,500.00) per acre.
6. That the Parties of the First Part and the Party of the Second Part mutually agree that in the event either party should sell any of the lots or lands served by this easement to a disinterested third party, then and in that event, the selling party as a courtesy shall notify the other party of said sale.
7. That said property served by the easement shall be restricted to residential lots or farming as allowed by the Rutherford County Board of Commissioners, both parties being aware of the fact that at this time and upon the date of the execution of this easement there is not a county-wide zoning ordinance for Rutherford County, North Carolina.
8. That the property served by said easement shall be restricted so as to not allow any form of target practice, use of firearms, or hunting of any description on the premises.
9. That said property served by the easement shall be restricted not to allow use of dirt bikes or similar unlicensed vehicles that would create a loud noise.
10. Said easement shall be a non-exclusive easement for both the parties of the first part and the party of the second part.

TO HAVE AND TO HOLD said access easement thereunto belonging to the Party of the Second Part, her heirs, successors, and assigns, it being understood and agreed that said right of access as established herein is perpetual and runs with the land of the Party of the Second Part.

The Parties of the First Part covenant that they are seized of the premises in fee simple, have the right to convey said access easement, that the title is marketable and free of all encumbrances and that they will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions, if any, hereinabove stated.