

State of North Carolina
County of Henderson

This Indenture, Made this 16th day of March, 1970, by and between

RILEY JONES and wife, MARY ELLEN JONES,
hereinafter called Grantors, and

THOMAS L. TATHAM FARM, INC. 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 given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantees, their heirs and/or successors and assigns (subject, however, to any conditions, restrictions, limitations, reservations or exceptions appearing after the description below), the following particularly described real estate, located in Edneyville Township, Henderson County, North Carolina, to-wit:

BEGINNING at a stone, the southwest corner of the Riley L. Jones tract as recorded in Deed Book 410, at page 655, of the records of Henderson County, North Carolina, and runs thence from said beginning with the west line of aforesaid tract, North 5° East 429 feet and North 16° East 1699.5 feet to the center of Little Clear Creek; thence up and with same South 41° East 1072.5 feet to the mouth of a branch; thence up said branch South 10° East 354.7 feet; thence leaving the line of the original tract, South 46° 30' West 1481 feet to an iron pin in the south line of the original tract; thence with the original line, North 59° West 282 feet to the BEGINNING, and containing 34.75 acres and being the west portion of the Riley Jones tract referred to above.

To Have and to Hold the above described land and premises, with all appurtenances thereunto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns forever.

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, the Grantors have hereunto set their hands and seals, or, if corporate, has caused this Deed to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

Riley Jones [SEAL] Mary Ellen Jones [SEAL]
Riley Jones [SEAL] Mary Ellen Jones [SEAL]

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON
Nadine Brown a Notary Public of said County and State, do hereby certify that
Riley Jones and wife, Mary Ellen Jones,
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and notarial seal, this 16th day of March, 1970
My commission expires 6/18/70
Nadine Brown Notary Public

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON
The foregoing certificate(s) of Nadine Brown

Notary Public (Notaries Public) is/are certified to be correct. This instrument presented for registration and recorded in this office this 7 day of Sept 19 88 at 10:50 P. M. in Book 724 Page 634
Riley M. Madwell Register of Deeds
Valerie C. Simpson (Assistant) (Deputy)

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

RESTRICTIVE COVENANTS

The undersigned, MARK. L. VERHAEGHE, being the owner of a parcel of real property described on Exhibit A attached hereto known as Lyda Lake does agree that said property was designed to be used exclusively for recreational purposes servicing the residences abutting said lake; and the undersigned desires for the benefit of his own property and for the benefit of future purchasers and existing owners of real property bordering Lyda Lake that said property be maintained and used exclusively for recreational purposes and that from and after the execution and recording of this instrument, Lyda Lake shall be held and owned subject to the restrictive covenants herein imposed, which covenants shall be covenants running with the land and be kept by the owners of all or any part of Lyda Lake, their heirs, successors and assigns for and during the term hereinafter specified.

Now, therefore, in consideration of the premises and the execution of a document releasing the undersigned from the terms of an agreement between Verhaeghe and Leonard V. Austin and wife, Joan B. Austin, dated December 23, 1986, and recorded in Deed Book 690, at Page 536, of the Henderson County Registry, Mark L. Verhaeghe hereby establishes the following restrictive covenants and conditions concerning the real property described in Exhibit A, to wit:

1. These covenants, limitations, restrictions, reservations and uses to which the Lyda Lake may be put shall run with the land and take effect immediately and shall be binding on the undersigned and all persons claiming under him until ten years from the date the restrictive covenants are recorded in the Office of the Register of Deeds of Henderson County, at which time these covenants, limitations, restrictions, reservations and uses shall be extended automatically for successive periods of ten years each unless it is agreed by vote of all of the then owners of the parcels bordering Lyda Lake that the same may be changed or eliminated. Each parcel owner (tenants by the entirety and joint owners to have one vote) shall have one vote with reference to any action to change or eliminate these restrictions.



2. If any bordering parcel owner, or owner of any portion of Lyda Lake as described in Exhibit A or his heirs or assigns, shall violate or attempt to violate any of the covenants, limitations, restrictions, reservations and uses to which the lake may be put, then it shall be lawful for any person or persons, or parties owning any of said bordering parcels or the lake site to prosecute a proceeding at law or in equity against the person, persons or parties violating or attempting to violate any such limitations, restrictions, reservations and uses, or to recover damages or other dues for such violation.

3. Invalidation of any one of these covenants, limitations, restrictions, reservations, and uses by judgment or court order shall not in any way affect any other provisions or covenants which will remain in full force and effect.

4. No business or commercial enterprise shall be conducted on Lyda Lake. The said Lyda Lake, described on Exhibit A, shall be used solely for recreational purposes for owners of bordering parcels, their families and guests.

5. Subject to the forces of nature, the size and configuration of Lyda Lake shall not be altered.

6. Every effort shall be made to protect the environment of Lyda Lake. Bordering property owners shall not allow any debris, waste, human waste, refuse or noxious substances to be deposited into the lake.

7. Except to the extent authorized in recorded deeds of conveyance, no buildings, structures, docks, platforms, or other improvements shall be constructed in the lake.

8. Water shall not be drawn from the lake by any lot owner, for any purpose, if the drawing of said water acts or serves to reduce the lake water level.

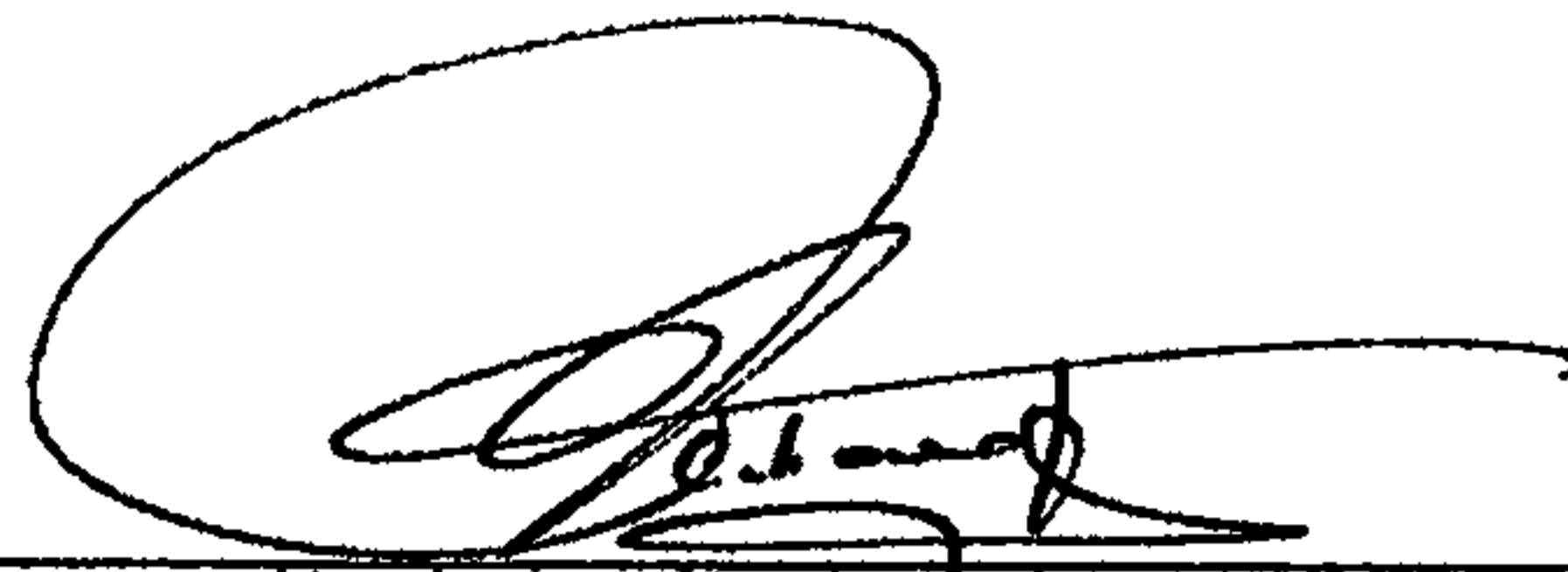
9. No bordering lot owner shall place any animals in the lake or cause any animals to come into contact with the lake, if said contact will serve to



contaminate the lake or render it dangerous for human use. This provision shall not prevent the stocking of the lake with fresh water fish and shall not prevent use of the lake by birds and other natural water fowl.

10. No noxious or offensive activities shall be carried on on Lyda Lake, nor shall anything be done therein which may become or which may be an annoyance or nuisance to the neighborhood.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Mark L. Verhaeghe (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

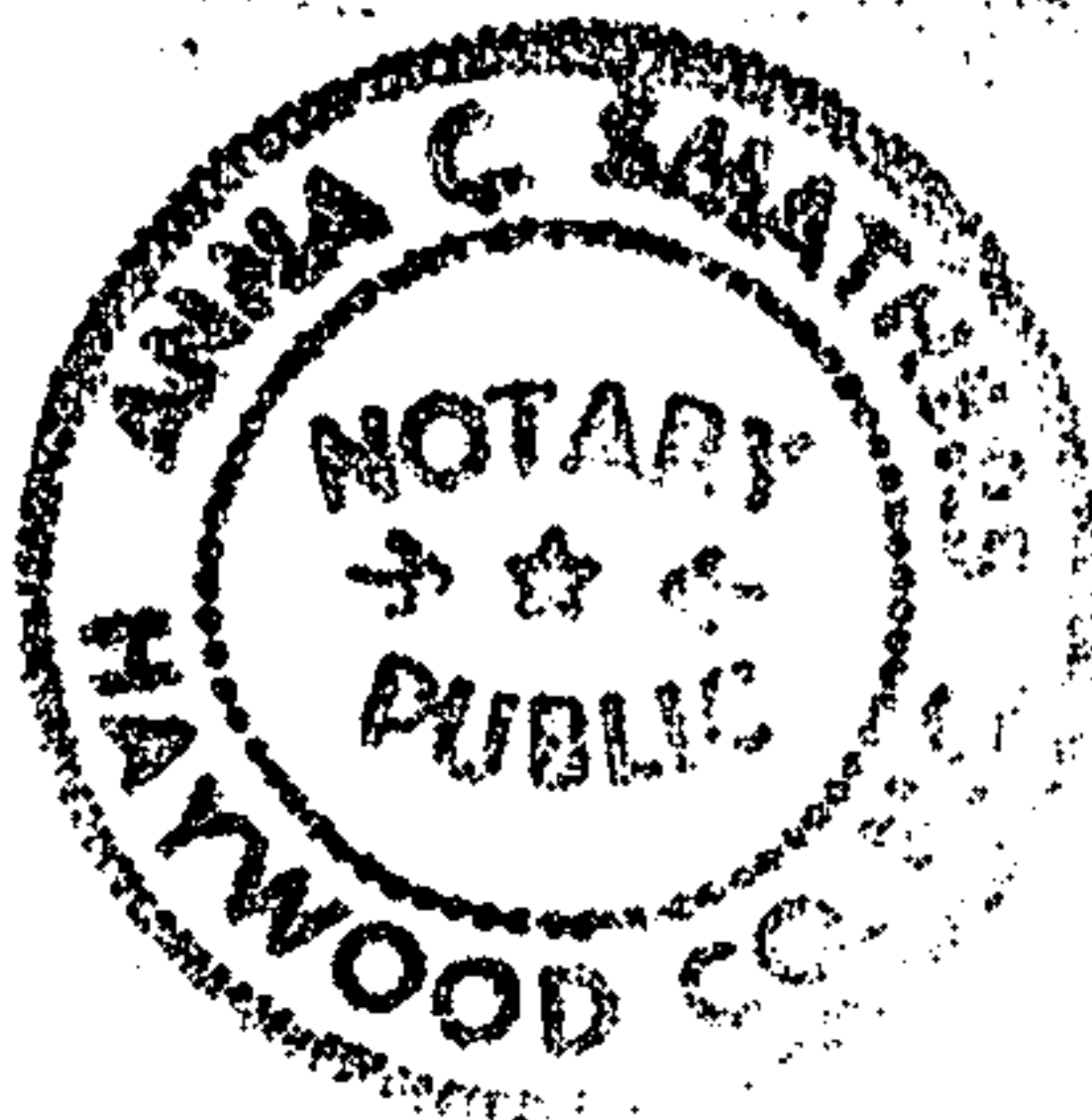
I, Anna C. Smathers, a Notary Public in and for the above County and State, do hereby certify that Mark L. Verhaeghe personally appeared before me this day and acknowledge the due execution by him of the foregoing instrument.

WITNESS my hand and notarial seal, this the 4th day of August, 1988.



Notary Public

My commission expires: 8-16-89



North Carolina, Henderson County The foregoing certificate(s) of Anna C. Smathers

Notary Public (Notaries Public) is/are certified to be correct. This instrument presented for registration and recorded in this office this 7 day of Sept 1988 at 9:30 A.M. in Book 124 Page 635
Rogert Massey (Assistant) (Deputy)
Register of Deeds

BEGINNING at an iron pin, said iron pin being the northeastern corner of that tract described in Deed Book 584, at Page 545, Henderson County Registry; thence from said point, North 89 deg. 31 min. 58 sec. West 28.1 feet to a point; thence South 11 deg. 6 min. 39 sec. East 369.08 feet to an iron pin; thence South 64 deg. 28 min. 44 sec. West 109.69 feet to a point in the edge of a lake; thence with the high water mark of said lake the following calls: North 70 deg. 27 min. 44 sec. West 29.49 feet to a point; South 67 deg. 21 min. 24 sec. West 91.44 feet to an iron pin; North 80 deg. 49 min. 39 sec. West 60.18 feet to a point; North 82 deg. 7 min. 13 sec. West 60.37 feet to a point; South 80 deg. 6 min. 16 sec. West 150 feet to a point; South 84 deg. 20 min. 16 sec. West 103.03 feet to a point; thence South 35 deg. 39 min. 11 sec. East 60.79 feet to a point; South 1 deg. 6 min. 24 sec. West 75.91 feet to a point; South 4 deg. 13 min. 16 sec. West 77.03 feet to a point; South 6 deg. 19 min. 19 sec. East 100.85 feet to a point; South 3 deg. 5 min. 32 sec. East 37.69 feet to a point; South 60 deg. 7 min. 53 sec. East 54.98 feet to a point; South 83 deg. 5 min. 44 sec. East 30.78 feet to a point; South 73 deg. 23 min. 6 sec. East 43.97 feet to a point; South 66 deg. 23 min. 12 sec. East 49.39 feet to a point; South 50 deg. 30 min. 23 sec. East 48.22 feet to a point; South 64 deg. 31 min. 40 sec. East 49.45 feet to an iron pin in the corner of a concrete spillway; thence South 69 deg. 32 min. 36 sec. East 25.65 feet to a point; North 77 deg. 1 min. 12 sec. East 26.41 feet to a point; North 50 deg. 36 min. 1 sec. East 39.71 feet to a point; North 39 deg. 48 min. 36 sec. East 213.38 feet to a point; North 38 deg. 59 min. 57 sec. East 72.80 feet to a point at the end of a seawall; thence North 35 deg. 22 min. 20 sec. East 101.07 feet to a point; North 14 deg. 35 min. 29 sec. East 24.16 feet to a point; thence North 12 deg. 51 min. 54 sec. West 10.77 feet to a point; thence leaving the margin of said lake, North 82 deg. 11 min. 38 sec. East 74 feet to a point; thence North 33 deg. 2 min. 20 sec. West 122.5 feet to an iron pin; thence North 12 deg. 54 min. 51 sec. West 462.52 feet to the point of BEGINNING.

BEING all of the 5.05 acre lake known as Lyda Lake and the strip of land and right of way located on the eastern margin of said lake and being all and every portion of any property currently owned by Mark Verhaeghe located on the northern side of North Carolina Highway 280, whether or not included in the specific metes and bounds description.

SUBJECT TO rights of way, water rights, lake agreements and court orders currently existing in the Henderson County Registry.

SUBJECT TO final court judgment granting lake rights easements in case 85-CvD-325 (Buncombe County District Court).

