

Revenue \$ 74.00  
THIS INSTRUMENT PREPARED BY:  
ROBERT F. SILER  
COWARD, HICKS & SILER, P.A.  
9 WEST MAIN STREET  
FRANKLIN, NORTH CAROLINA 28734

6  
\$74.00  
Real Estate  
Excise Tax



NORTH CAROLINA  
MACON COUNTY

Presented for Registration and  
recorded in the Office of the  
Register of Deeds for Macon  
County, North Carolina, in Book  
V-00, Page 14105-14106 this  
20th day of March, 1995,  
at 2:50 o'clock P M.

MACON  
2097

STATE OF  
NORTH  
CAROLINA

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED, made this the 20th day of March, 1995, by and between MILL CREEK GOLF CLUB OF FRANKLIN, INC., a North Carolina Corporation, of Macon County, North Carolina, Grantor, and WILLIAM V. ROSS and wife, GLORIA PORTER-ROSS, of 6415 N.W. 97th Court, Gainesville, Florida 32653-6821, the Grantee. (The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.)

WITNESSETH that the Grantor, in consideration of Ten Dollars and Other Valuable Consideration (\$10.00 OVC), the receipt of which is hereby acknowledged, has bargained and sold and by these presents does bargain, sell, and convey unto the Grantee, in fee simple, all that certain lot or parcel of land situated in Cartoogechaye Township, Macon County, State of North Carolina, and being more particularly described as follows:

Being Lot No. Thirty-Five B (35B), Phase III, Section II, of Mill Creek Estates, as shown on the plat thereof recorded on Plat Card Number 1351, Macon County Land Registry, to which plat reference is hereby made for a more complete description of the property hereby conveyed.

The Grantor further conveys to the Grantee an easement to be used in common with all others who now have or may hereafter acquire the right to use the same, for the existing access roads running from the property hereby conveyed to the State Road.

This conveyance is made subject to the Restrictive Covenants as set forth in the Declaration of Restrictive Covenants, recorded in Book M-16, Page 150, Macon County Land Registry, as amended by First Amendment to Declaration of Restrictive Covenants, recorded in Book D-17, Page 7, Macon County Land Registry, and by Second Amendment to Declaration of Restrictive Covenants, recorded in Book C-18, Page 525, Macon County Land Registry, pursuant to the Second Addendum to Declaration of Restrictive Covenants, recorded in Book M-18, Page 189, Macon County Land Registry, and as amended by the Third Amendment to Declaration of Restrictive Covenants, recorded in Book N-19, Page 1819-1820, Macon County Land Registry.

This conveyance is made subject to the Contract and Agreement between Mill Creek Golf Club of Franklin, Inc. and the Mill Creek Estates Property Owners' Association, Inc., recorded in Book G-18, Page 142, Macon County Land Registry.

This conveyance is made subject to easements of record for the use of utilities and roads.

By acceptance of this conveyance, the Grantee agrees for itself, its heirs, successors and assigns to become a member of Mill Creek Estates Property Owners' Association, Inc., and is subject to all rules and regulations of said Association.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple, subject to the exceptions herein enumerated.

AND, subject to the exceptions herein enumerated, the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that the property is free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whatsoever.

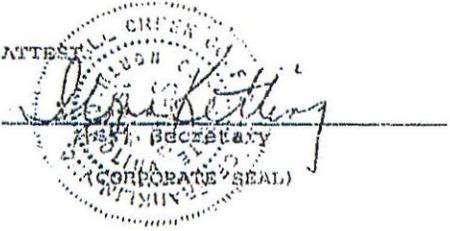
BOOK V-00  
PAGE(S) 14105-14106

14105

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal or if corporate has caused these presents 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.

MILL CREEK GOLF CLUB OF FRANKLIN, INC.

By: [Signature]  
Vice President



STATE OF NORTH CAROLINA  
COUNTY OF MACON

I, MARSHA H. BATES, a Notary Public, do hereby certify that ILONA KETTING personally appeared before me this day and acknowledged that she is Asst. Secretary of MILL CREEK GOLF CLUB OF FRANKLIN, INC., a North Carolina Corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by Asst. Secretary.

WITNESS my hand and Notarial Seal, this the 24th day of April, 1995.



Marsha H. Bates  
Notary Public  
My commission expires: 10-11-97

NORTH CAROLINA  
MACON COUNTY

The foregoing or annexed certificate of Marsha H. Bates, a Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Book V-80 at Pages 14405-14406.

This 24th day of Apr, 1995, at 2:07 o'clock P.M.

Jamet Robinson  
REGISTER OF DEEDS  
By Regina Farnish (Dep)

NORTH CAROLINA  
MACON COUNTY

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made this 29 day of June 1988, by and between MILL CREEK GOLF CLUB OF FRANKLIN, INC., A North Carolina corporation with its principal place of business in Macon County, North Carolina, hereinafter referred to as the Developer, and MILL CREEK ESTATES PROPERTY OWNERS' ASSOCIATION, INC., A North Carolina non-profit corporation, hereinafter referred to as the Association.

WITNESSETH:

WHEREAS, the Association is a property owners' association for Mill Creek Estates, Phase I, and only for Mill Creek Estates, Phase I. A membership in the Association is required for all owners of lots in Mill Creek Estates, Phase I, and

WHEREAS, the Developer or its predecessors in title have developed or are in the process of developing other portions of the Developer's property located on Mill and Mint Creeks in Cartoogechaye Township, Macon County, North Carolina, which property is collectively referred to herein as Mill Creek Development, and have placed restrictive covenants on various portions of said Development, and

WHEREAS, the restrictive covenants for portions of the development known as Golf Villas, single-family lots known as Mill Creek Estates, Phase II, and the planned unit townhouse development known as Mountain Vistas require the owners of property in said development to be members of a property owners' association, but do not specifically require them to be a member of the Association, and

WHEREAS, the parties hereto desire for all property owners in Mill Creek Estates, Phase I, Mill Creek Estates, Phase II, Mountain Vistas, Golf Villas, and Golf Vistas, and all other property of the Developer in the Mill Creek development to be members of one association, that association being Mill Creek Estates Property Owners' Association, Inc. (the Association), and

WHEREAS, the parties desire to execute such documents as may be necessary to enable all owners to be members of Mill Creek Estates Property Owners' Association, Inc.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein set forth, the parties agree as follows:

1. The Association shall amend its by-laws in a manner specified by its by-laws to conform with a proposed set of by-laws of Mill Creek Estates Property Owners' Association, Inc. attached hereto as Exhibit A, to provide that Mill Creek Estates Property Owners' Association, Inc. shall be the property owners for all owners of property in Mill Creek Development.

2. The Developer shall notify all owners of property in Mill Creek Estates, Phase II, Golf Villas, and Mountain Vistas that the association which they are required to be members of pursuant to their respective restrictive covenants shall be the Association.

3. The Developer and the Association shall contact the owners of townhouses in Golf Vistas and provide them the opportunity to join the Association.

4. The Developer shall convey to the Association all completed roads, water lines, sewer lines, security facilities, and other property which is for the beneficial use of all property owners in Mill Creek Development. Said conveyance shall be made subject to the rights of the Developer and others such as the golfing public to use the roads providing access to Mill Creek Golf Course, and subject to the rights of the Developer to use all such completed roads, water lines, sewer lines, and other facilities to connect to other roads, water lines, sewer lines, or facilities which may be constructed by the Developer in Mill Creek Development.

5. The Association shall be responsible for maintaining all roads, water lines, sewer lines, security facilities, and other property which is for the beneficial use of all owners of Mill Creek Development, except water lines, sewer lines, or driveways which provide services to an individual single-family lot or to an individual townhouse.

6. The Developer shall have the responsibility of constructing all future roads, water lines, and sewer lines in Mill Creek Development which shall provide service to areas in Mill Creek Development which may be developed by the Developer in the future. Said facilities shall be constructed to the standard of the existing systems, and the Developer shall obtain all

required permits and other documents in connection with the construction thereof. Upon completion of construction of portions of said facilities, the Developer shall convey the same to the Association, free and clear of all encumbrances. The Association shall be responsible for the maintenance of said systems as hereinabove set forth.

7. The Developer, subject to limitations of its power and authority, shall amend or attempt to cause to be amended, the Declaration of Restrictive Covenants for Mill Creek Estates, Phase II, Golf Villas, and Mountain Vistas, so that all owners of property in said development shall be members of Mill Creek Estates Property Owners' Association, Inc., and requiring that all members shall pay assessments and comply with the by-laws of said association. As provided in said by-laws, the amount of assessment may vary from property owner to property owner, depending on the services provided to each owner by the Association.

8. The Developer agrees that conveyances of all portions of Mill Creek Development developed in the future shall be by deeds requiring the owners to be members of Mill Creek Estates Property Owners' Association, Inc., and to abide by all of the by-laws, rules, and regulations of said Association.

9. Until the currently existing central sewage system serving the Development has twenty-five (25) users paying assessments to the Association, the Developer will pay to the Association the sum of Six Hundred and 00/100 Dollars (\$600.00) per calendar year as a special sewage system assessment. When the currently existing central sewage system serving Mill Creek Development has at least twenty-five (25) users paying assessments, but less than thirty-five (35) users paying assessments, the Developer shall pay to the Association the sum of Three Hundred and 00/100 Dollars (\$300.00) per calendar year as a special sewage assessment. After the central sewage system has thirty-five (35) members paying the assessment to the Association, the Developer will have no further special sewage assessment.

9. This contract shall be binding upon the parties and upon their successors and assigns.

BOOK G-18  
PAGE 142

IN TESTIMONY WHEREOF, the parties hereto have caused this instrument to be signed in the corporate name of each by the duly authorized officers of each, and the seal of each to be hereunto affixed by authority of the Board of Directors of each, the day and year first above written.

MILL CREEK GOLF CLUB OF FRANKLIN, INC.

BY: [Signature]  
President

ATTEST:

[Signature]  
Asst. Secretary

(CORPORATE SEAL)

MILL CREEK ESTATES PROPERTY OWNERS' ASSOCIATION, INC.

BY: [Signature]  
President

ATTEST:

[Signature]  
Secretary

(CORPORATE SEAL)

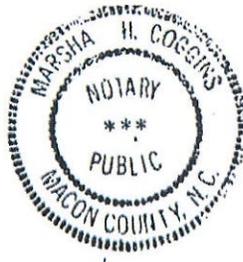
STATE OF NORTH CAROLINA  
COUNTY OF MACON

I, a Notary Public of the County and State aforesaid, certify that SUE D. ROSS personally came before me this day and acknowledged that she is Assistant Secretary of Mill Creek Golf Club of Franklin, Inc., a North Carolina corporation, and that by authority duly 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 Assistant Secretary.

Witness my hand and official stamp or seal, this 29th day of June, 1988.

[Signature]  
Notary Public

My Commission Expires: 8/28/89



STATE OF NORTH CAROLINA  
COUNTY OF MACON

I, a Notary Public of the County and State aforesaid, certify that Edna M. Bredlove personally came before me this day and acknowledged that she is Secretary of Mill Creek Estates Property Owners' Association, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice-President, sealed with its corporate seal and attested by her as its Secretary.

Witness my hand and official stamp or seal, this 11 day of June, 1988.

Sandra H. Bredlove  
Notary Public

My Commission Expires: 11-17-91



NORTH CAROLINA, MACON COUNTY  
The foregoing or annexed certificate(s) of Marsha H. Coggins  
N. P. of Macon County, State of NC; and Sandra H. Bredlove  
N. P. of Macon County, State of NC; attested by their Seal (s)  
are certified to be correct. Presented for registration and recorded in this  
office in Book G-18 Page 142. This 27 day of April 1989  
at 2:35 o'clock P. M.  
Milton Fouts  
Register of Deeds  
Milton Fouts & Co,  
Register of Deeds Franklin, N. C.

BOOK G-18  
PAGE 142