

Exhibit 1

Property 6

Description:

All of the land situated in the County of Ashe, State of North Carolina, and bounded and described as follows, to-wit:

Being a portion of the property conveyed to Frederic D. Seifer and wife, Deborah J. Cestaro-Seifer in that certain Deed recorded in Deed Book 183, Page 43-45; and all the property recorded in Deed Book 181, Page 1469-1472, and Deed Book 183, Page 518-520 of the Ashe County Registry, and being more particularly described as follows:

BEGINNING on a fence post at the northeastern corner of Lot 6 of River Run, said post being South 78-58-58 East 0.20 feet from a 1/2 inch rebar found; thence with the Eastern and Southern line of Lot 6 and Lot 4 six courses: (1) South 06-24-24 West 483.68 feet to a 1/2 inch conduit found; (2) South 69-53-47 West 423.75 feet to a point; (3) North 77-37-18 West 45.00 feet to a 1/2 inch conduit found; (4) North 77-37-18 West 150.01 feet to a 1/2 inch conduit found; (5) South 78-03-00 West 393.03 feet to a cottonwood; (6) South 78-02-22 West 4.36 feet to a point on the East bank of the South Fork of the New River; thence with said East bank six courses: (1) North 03-38-11 West 60.82 feet to a point; (2) North 09-24-31 West 161.75 feet to a point; (3) North 21-33-46 West 77.03 feet to a cottonwood; (4) North 23-58-10 West 127.83 feet to a point; (5) North 45-14-43 West 92.48 feet to a point; (6) North 57-08-23 West 110.04 feet to a 1/2 inch rebar found; thence with the Western line two courses: (1) North 56-01-00 East 597.05 feet to a 1/2 inch rebar found; (2) North 55-51-41 East 173.00 feet to a point in the centerline of a proposed 60 foot right of way; thence with said centerline six courses; (1) South 65-24-01 East 62.24 feet to a point; (2) South 76-08-29 East 412.32 feet to a point; (3) South 53-11-54 East 146.46 feet to a point; (4) South 52-52-12 East 22.23 feet to a point; (5) South 47-13-26 East 30.15 feet to a point; (6) South 45-42-09 East 51.07 feet to a point; thence South 35-06-07 East 19.04 feet to the BEGINNING, containing 19.344 acres as calculated by coordinate geometry, from field data gathered by The Thomas Herman Company, NCRLS L-2633, dated November 6, 1995.

The above described property is a composite description of the following properties and is also described as follows:

1) All of Lots 4, 5, and 6 of River Run at the Foot Bridge on the South Fork as shown on the revised subdivision plat recorded in Plat Book 5, Page 253, Ashe County, North Carolina, Public Registry, together with a non-exclusive road right-of-way easement over and across the subdivision roads as shown on said subdivision plat.

Exhibit 1

5.429 ± AC

- 2) A 2.538 acre tract, being the 6.518 acre tract described in Deed recorded in Deed Book 183, Page 43, Ashe County Public Registry, less and except a 3.98 acre tract conveyed in Book 183 at Page 521, to which deeds reference is hereby made.
- 3) A 2.895 acre tract as described in Deed recorded in Deed Book 183, Page 518, Ashe County Public Registry, to which deed reference is hereby made.

Subject to the following:

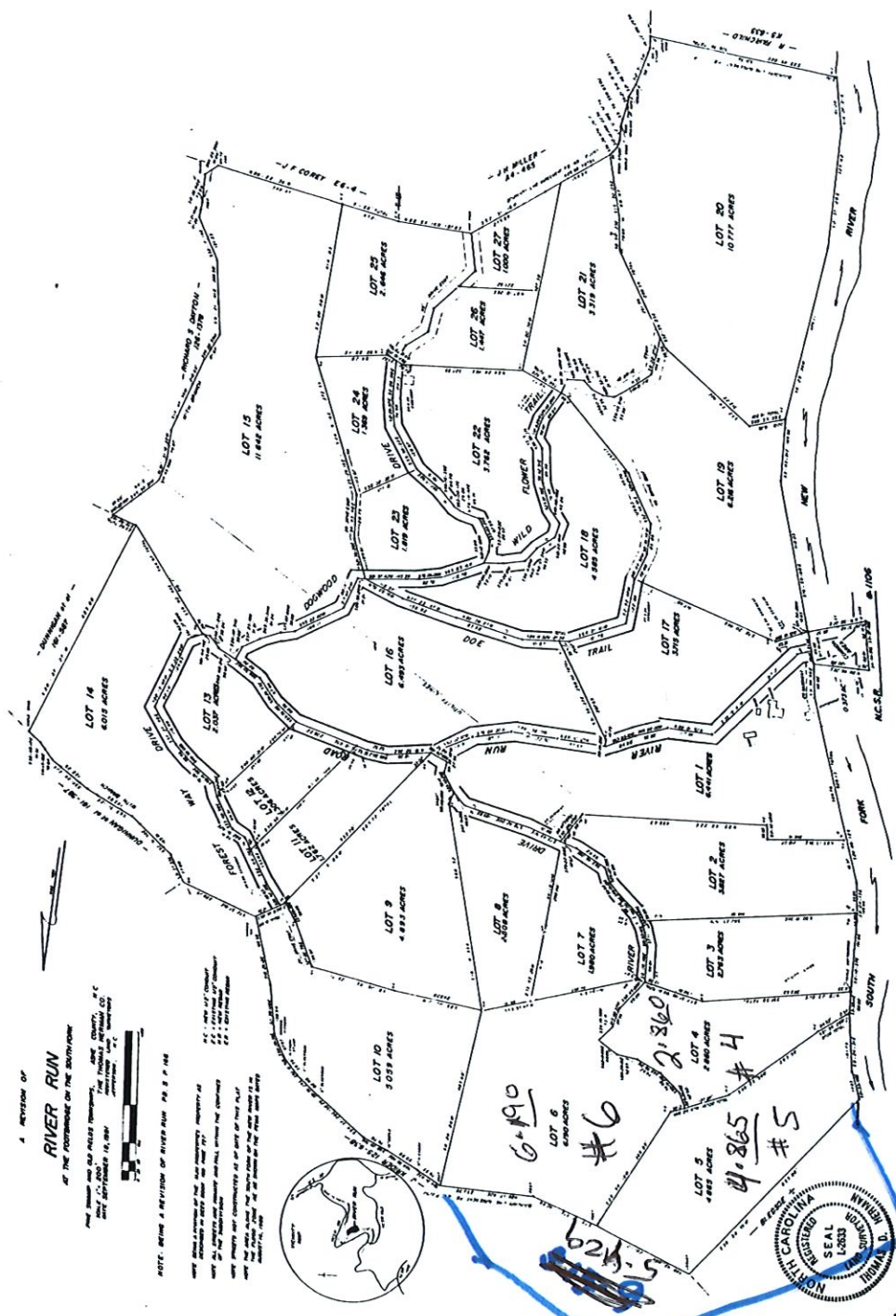
- ✓ 1) Restrictive Covenants and other terms and conditions described in Declaration of Restrictions recorded in Deed Book 181, Page 1461, Ashe County Public Registry and Deed recorded in Book 181, Page 1469.
- ✓ 2) Restrictive Covenants and right of ways described in Restrictive Covenants for Southfork Hills recorded in Book 183, Page 33, and amended in Book 185, Page 1848, and Deed recorded in Book 183, Page 43, and Deed recorded in Book 183, Page 521, Ashe County Public Registry.
- 3) Road Maintenance fees for a 6.518 acre tract as set forth in Deed recorded in Deed Book 183, Page 521, Ashe County Public Registry.

Also subject to the Supplemental Declaration of Restrictions recorded in Deed Book 208, Page 2367-2368, Ashe County Public Registry. ✓

The property being the same property described in the Quitclaim Deed dated March 2, 1998, and recorded July 29, 1998, at Book 231, Pages 2327 through 2329.

Commonly known as: [N/A; located in Fleetwood, North Carolina]  
County: Ashe  
Parcel ID No(s).: 15198 088; 15198039 004; 15198039 005; 15198039 006  
Titled to: Iris M. Tilley, Trustee for Tilley Six Trust (record deed)  
Transfer(s): [N/A]  
Nominee notice(s) of lien: August 6, 2018, 18M47 (Tilley Six Trust)

# Plat BK S, pg 253



A REVISION OF  
**RIVER RUN**  
 AT THE FORK OF THE SOUTH FORK  
 OF THE RIVER RUN  
 IN THE COUNTY OF JOHN LEE, NORTH CAROLINA  
 AS SHOWN ON PLAT 14, 1981  
 PREPARED BY  
 THOMAS D. HERMAN, SURVEYOR  
 JOHN LEE COUNTY, NORTH CAROLINA  
 DATE OF SURVEY: 1996

NOTE: BEING A REVISION OF RIVER RUN, PG. 8 P. 188

THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY BY ME OR AN ASSISTANT UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION IS 1:10,000. THE LATITUDES AND LONGITUDES WERE DETERMINED BY MEASUREMENTS IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 19th day of September, 1996.

THOMAS D. HERMAN  
 SURVEYOR  
 JOHN LEE COUNTY, NORTH CAROLINA

NORTH CAROLINA, JOHN LEE COUNTY  
 I, Thomas D. Herman, of John Lee County, North Carolina, a Notary Public in and for John Lee County, North Carolina, do hereby certify that I am a Notary Public in and for John Lee County, North Carolina, and that I am duly qualified to perform the duties of a Notary Public in and for John Lee County, North Carolina.  
 My Commission Expires on 12/31/96  
 Witness My Hand and Official Seal this 19th day of September, 1996.  
 THOMAS D. HERMAN  
 Notary Public  
 John Lee County, North Carolina

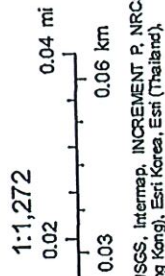
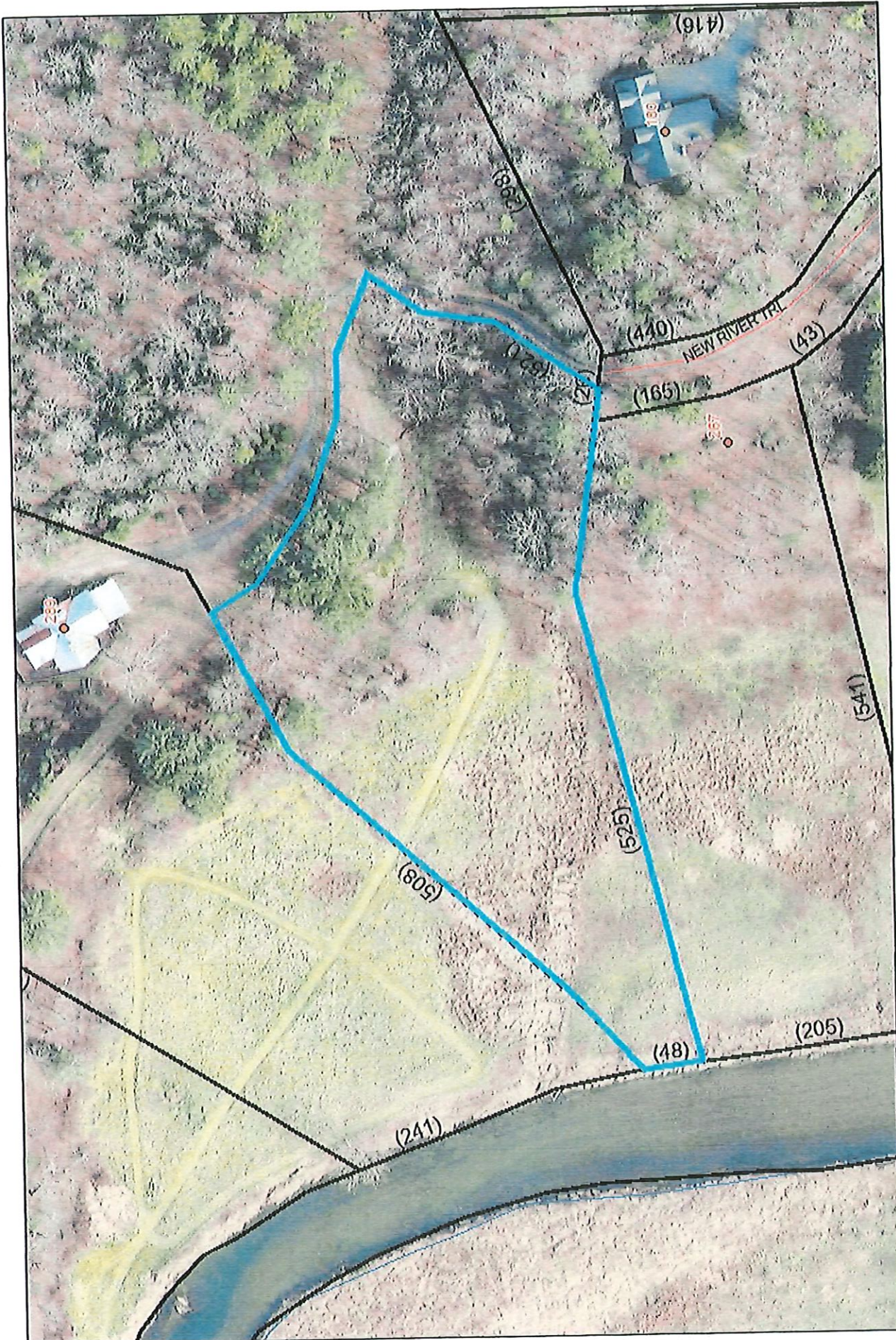


I, a Notary Public of the County and State aforesaid, do hereby certify that I am a Notary Public in and for John Lee County, North Carolina, and that I am duly qualified to perform the duties of a Notary Public in and for John Lee County, North Carolina.  
 My Commission Expires on 12/31/96  
 Witness My Hand and Official Seal this 19th day of September, 1996.  
 THOMAS D. HERMAN  
 Notary Public  
 John Lee County, North Carolina



STATE OF NORTH CAROLINA  
 JOHN LEE COUNTY  
 I, Thomas D. Herman, do hereby certify that this map was drawn from an actual field survey by me or an assistant under my supervision, that the ratio of precision is 1:10,000. THE LATITUDES AND LONGITUDES WERE DETERMINED BY MEASUREMENTS IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 19th day of September, 1996.  
 THOMAS D. HERMAN  
 SURVEYOR  
 JOHN LEE COUNTY, NORTH CAROLINA





1:1,272

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand)

December 8, 2022

ALBK S. 16 253  
Lot 4

Parcel Number: 15198039004  
 Property Address: RIVER RUN (15198 039)  
 Neighborhood: TILLEY IRIS M (TRUSTEE)  
 Owner: 7213 KEPLEY RD  
 CHAPEL HILL, NC 27517





1:6,775  
 0 0.05 0.1 0.2 mi  
 0 0.075 0.15 0.3 km

April 15, 2023

# Flood

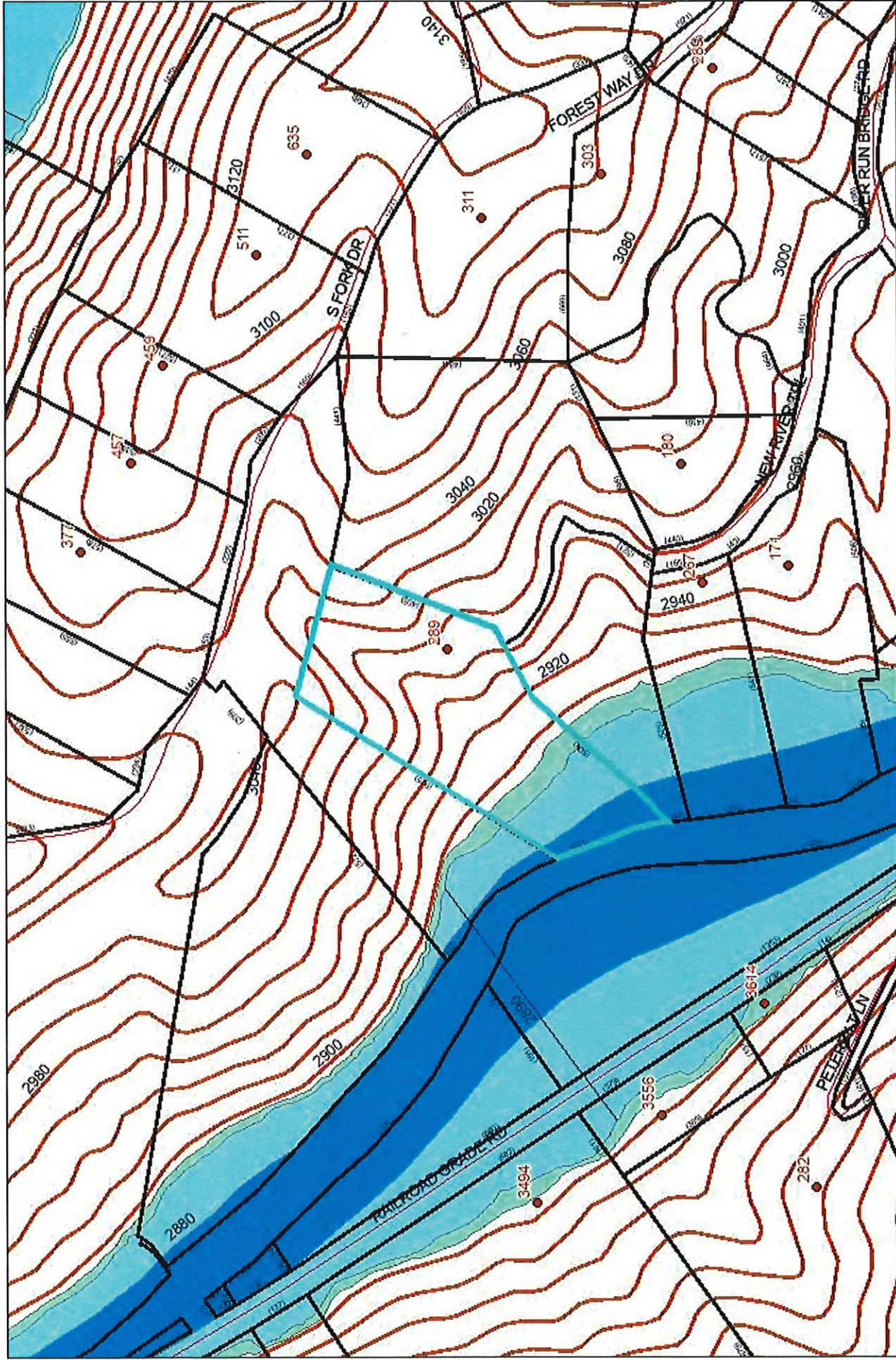
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Parcel Number  
 Property Address  
 Neighborhood  
 Owner

15198039005  
 289 NEW RIVER TRL  
 RIVER RUN (15198 039)  
 TILLEY IRIS M (TRUSTEE)  
 7213 KEPLEY RD

CHAPEL HILL, NC 27517



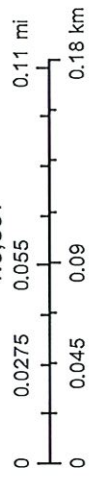


Parcel Number  
 Property Address  
 Neighborhood  
 Owner

15198039005  
 289 NEW RIVER TRL  
 RIVER RUN (15198 039)  
 TILLEY IRIS M (TRUSTEE)  
 7213 KEPLEY RD  
 CHAPEL HILL, NC 27517

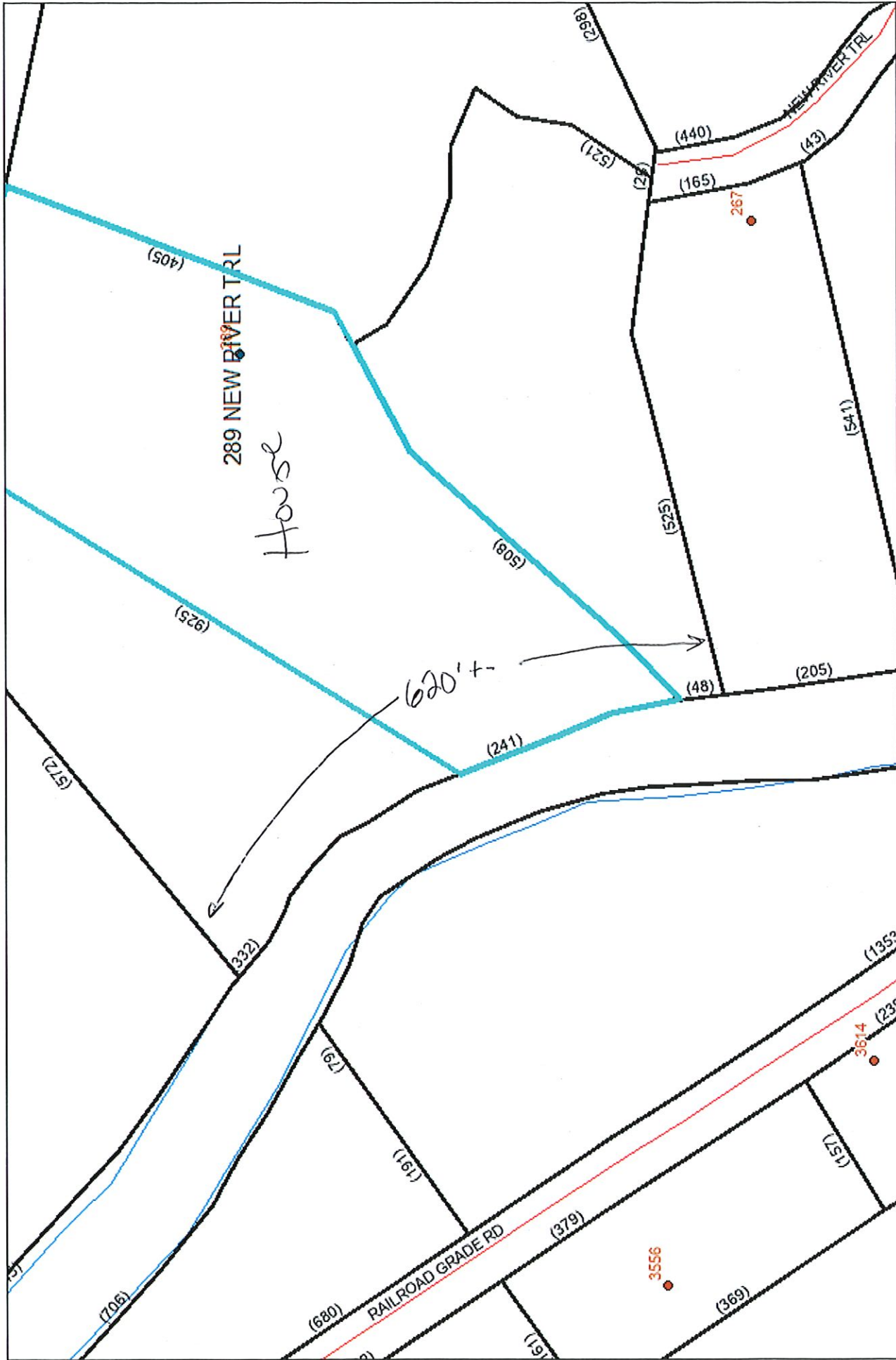
April 15, 2023

1:3,387



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,  
 Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),





1:1,694  
 0 0.0125 0.025 0.045 0.09 mi  
 0 0.0225 0.045 0.09 km  
 Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

April 17, 2023

Parcel Number 15198039005  
 Property Address 289 NEW RIVER TRL  
 Neighborhood RIVER RUN (15198 039)  
 Owner TILLEY IRIS M (TRUSTEE)  
 7213 KEPLEY RD  
 CHAPEL HILL, NC 27517





Search

Results List

Details

Parcels

- Tax Bill ([/assets/ashe/TaxBill/Han](#))
- Property Record Card (<https://gis.ashecountytax.com/ITSPublic/appraisalcard.asp>)
- Google Maps

Parcel Number: 1519801 ([https://gis.ashecountytax.com/ITSPublic/appraisalcard.asp](#))

Property Address: 5.429 A FROM SOUTH 1106 "9

Land Units: 5.429 A

Neighborhood: PINE S

Fire District: FLEET

Legal Description: 5.429 A FROM SOUTH 1106 "9

Owner: TILLEY IRIS M (TRUST)  
7213 KEPLEY RD  
CHAPEL HILL, NC 27514

Ownership Type: 00231/2

Book/Page: [/assets/districts/page=2](#)

Sale Year: \$0

Sale Price: \$0

Plat Book/Page: [/assets/districts/page=0](#)

Land Value: \$81,400

Building Value: \$0

Other Value: \$0

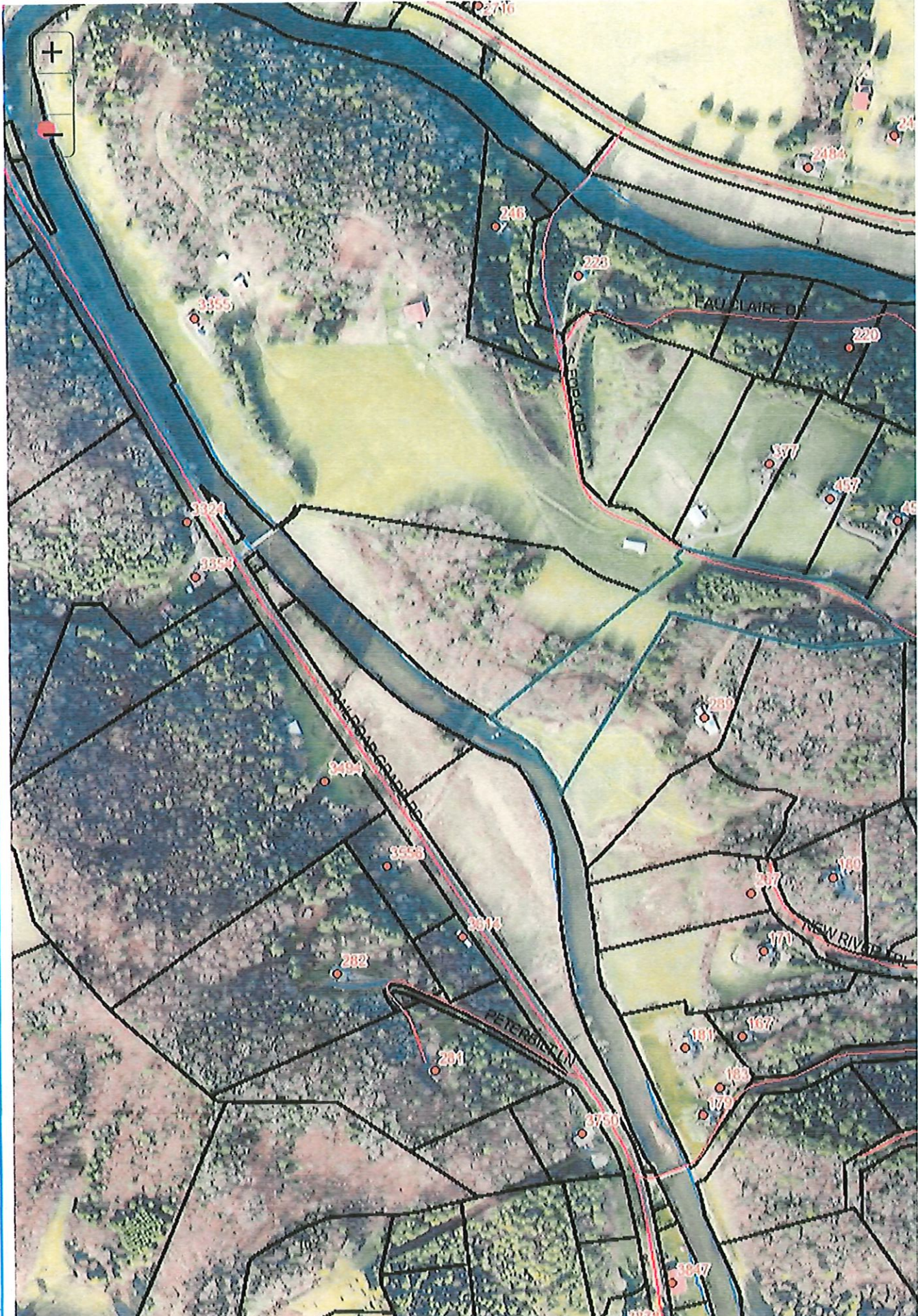
Market Value: \$81,400

Deferred Value: \$0

Total Assessed Value: \$81,400

Zoom To

Clear





FLR ID	TOTAL AREA	FIN AREA	APR VAL	ADJ. VAL	BLDG	USE	MOD	GRD	G. FTR	N. RDE	RCN	B. ADJ	AYB	EYB	CD	NORM DEP	1% GD	A. VALUE	DEPRECIATION	EX- AT-	SRC=	LAST ACTION	CORRELATION OF VALUE	MARKET	
CLASS: 502 Vacant STYLE:																									

CONSTRUCTION DETAIL											
DEPR. BUILDING VALUE - CARD	DEPR. OB/XF VALUE - CARD	MARKET LAND VALUE - CARD	TOTAL MARKET VALUE - CARD	TOTAL APPRAISED VALUE - PARCEL	TOTAL APPRAISED VALUE - CARD	TOTAL PRESENT USE VALUE - LAND	TOTAL VALUE DEFERRED - PARCEL	TOTAL TAXABLE VALUE - PARCEL	TOTAL TAXABLE VALUE - CARD	PRIOR APPRAISAL	PERMIT
0	0	81,400	81,400	81,400	81,400	0	0	81,400	81,400	0	NO.
0	0	81,400	81,400	81,400	81,400	0	0	81,400	81,400	0	NO.

SALES DATA											
OFF. RECORD	DATE	DEED	TYPE	Q/U	V/I	INDICATE					
BOOK	PAGE	MO	YR			SALES PRICE					
00231	2324			Q	V	0					

HEATED AREA

NOTES

LRMK: RIVERFRONT/ WOODS STEEP DOWN LRMK: 1/21/05 MH  
 LRMK: MH 8/30/2010 MAP: 2953.00 MAP: MH 03-24-2014.

BLDG DIMENSIONS																			
TYPE	SUBAREA	CS AREA	RPL CS	CODE	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG #	AYB	EYB	DEP SCH	OVR	% COMP	OB/XF DEPR. VALUE	
TOTALS				0	TOTAL OB/XF VALUE														

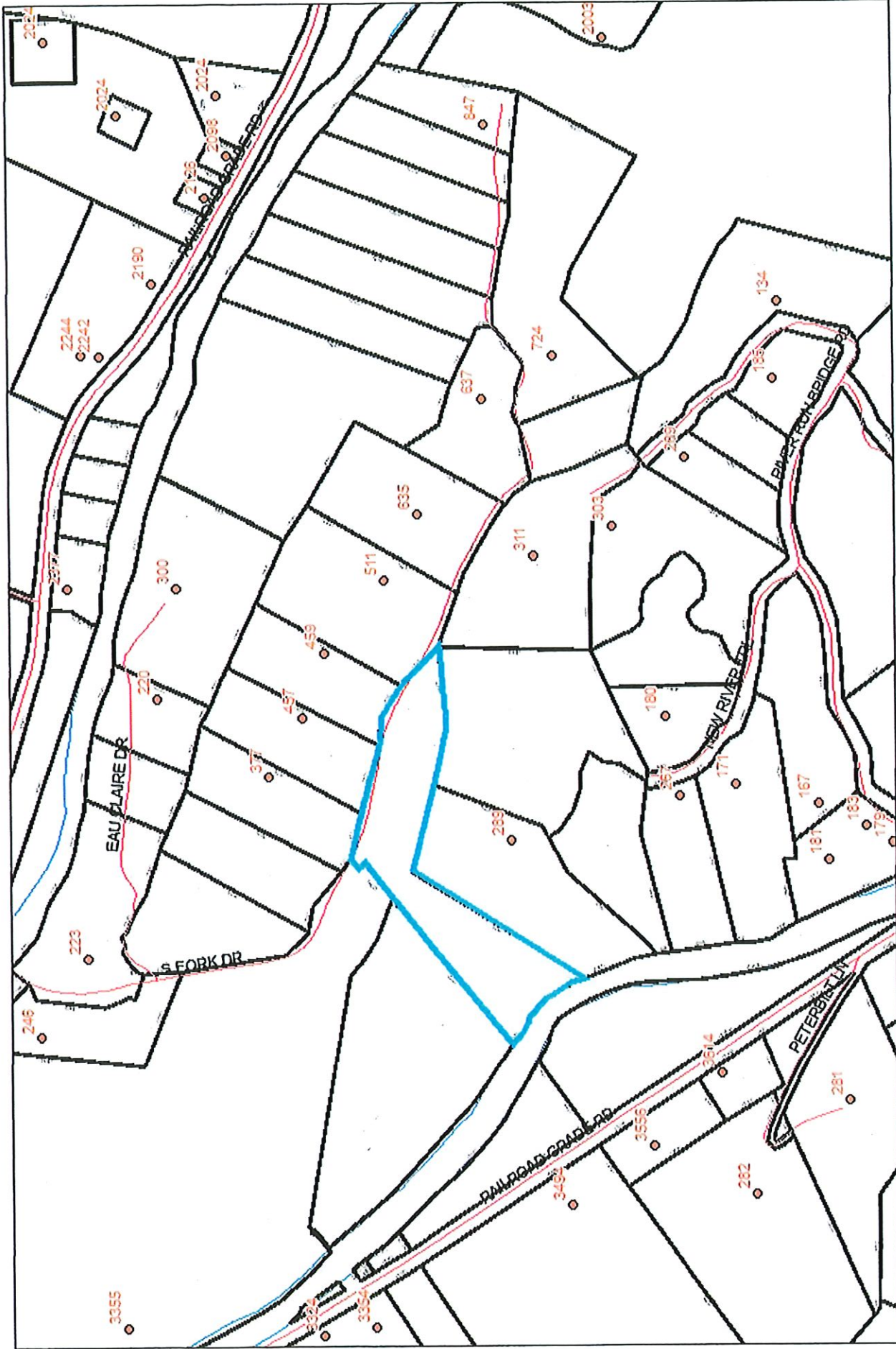
  

LAND INFORMATION																		
HIGHEST AND BEST USE	USE	PRICE CODE	LOCAL METHD	ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LNJ MOD	COND FACT	ADJ	LAND UNIT PRICE	UNIT TYPE	TOTAL ADJUST	TOTAL LAND UNITS	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES
RESIDENTIAL UNDEVELOPED	91	33			1.0000	0	1.0000	0	1.0000	15,000.00	AC	0.000	15,000.00	5.429	15,000.00	81,400		
TOTAL MARKET LAND DATA					5.429									5.429		81,400		

TOTAL PRESENT USE DATA

15198088 (2870932) Group:0

12/8/2022 1:27:34 PM.



December 9, 2022

1:5,088

0 0.0425 0.085 0.17 mi

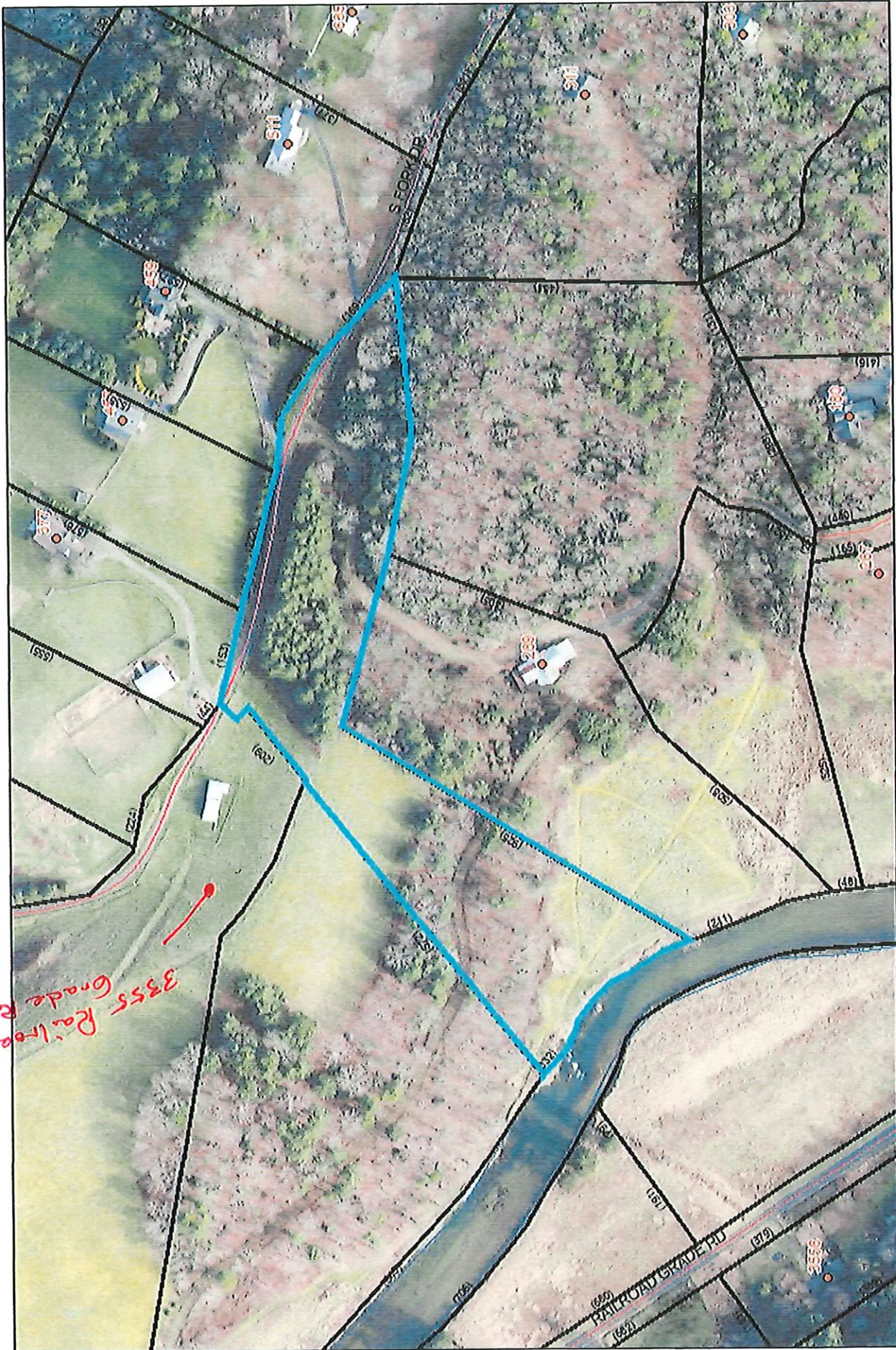
0 0.05 0.1 0.2 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Parcel Number  
 Property Address  
 Neighborhood  
 Owner

15198088  
 PINE SWAMP TOWNSHIP  
 TILLEY IRIS M (TRUSTEE)  
 7213 KEFLEY RD  
 CHAPEL HILL, NC 27517





December 8, 2022

1:2,544

0 0.02 0.04 0.08 mi

0 0.0325 0.065 0.13 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Parcel Number 15198088

Property Address PINE SWAMP TOWNSHIP

Neighborhood TILLEY IRIS M (TRUSTEE)

Owner 7213 KEPLEY RD

CHAPEL HILL, NC 27517





**ASHE COUNTY TAX COLLECTOR**  
 150 GOVERNMENT CIRCLE, SUITE 2275  
 JEFFERSON, NC 28640-8963

**2022 PROPERTY TAX BILL**

TILLEY IRIS M (TRUSTEE)  
 7213 KEPLEY RD  
 CHAPEL HILL, NC 27517

IMPORTANT INFORMATION	
<b>OFFICE LOCATION:</b>	150 Government Circle STE 2200 Jefferson, NC 28640
<b>OFFICE HOURS:</b>	Monday-Friday 8:00 am - 5:00 pm
<b>PHONE NUMBERS:</b>	Tax Collection (336) 846-5577 Valuation (336) 846-5554 Personal Property (336) 846-5551 Fax (336) 846-5564
<b>WEBSITE:</b>	<a href="http://www.ashecountytax.com">http://www.ashecountytax.com</a>
<b>ASHE COUNTY E-SERVICE</b>	
<b>PAY BY PHONE:</b>	1-888-869-3817
<b>ON-LINE PAYMENTS:</b>	<a href="http://www.ashecountytax.com">http://www.ashecountytax.com</a> Click on TAXPAYER SEARCH & PAY link
<b>CREDIT CARD:</b>	A processing fee applies.

YEAR	ACCOUNT#	BILL#	PARCEL ID	PERSONAL VALUE	REAL PROPERTY MARKET VALUE	
2022	98714	37389	15198088	0	81,400	
<b>SENIOR CITIZEN / DISABILITY / OTHER EXCLUSIONS</b>		<b>DEFERRED VALUE</b>		<b>TAXABLE VALUE</b>		
0		0		81,400		
<b>REAL PROPERTY DESCRIPTION:</b>			<b>PERSONAL PROPERTY ITEMS</b>			
5.429 A FROM SOUTHFORD LANS, INC OFF NCSR 1106 '9						
<b>TAXING DISTRICT</b>	<b>RATE PER \$100 VALUE</b>	<b>AMOUNT DUE</b>	<b>EARLY PAYMENT DISCOUNT INFORMATION:</b> An early payment discount of 2% will be applied to your current year taxes if paid by August 31st. This does not apply to solid waste, Town of Lansing, or delinquent amounts. The discount has been calculated for you.		<b>COUNTY OF ASHE, NC</b> <b>How Your Tax Dollar is Spent</b> <b>FISCAL YEAR 2022-2023</b>	
COUNTY TAX	0.5100	415.14			Debt Service	1.7%
FLEETWOOD FIRE	0.0400	32.56			Capital Projects	9.3%
CURRENT TAX YEAR		447.70			Cultural / Recreation	4.9%
<b>TOTAL DUE IF PAID BY 01/31/2022</b>					General Government	17.3%
			Social Services	19.7%		
			Other Human Services Appropriations	8.8%		
			Public Safety	20.0%		
			Education	14.7%		
			Economic & Physical Development	3.6%		
				100%		

**ALL PAYMENTS WILL BE APPLIED TO THE OLDEST BILL**

PLEASE DETACH & RETURN THIS PORTION WITH YOUR PAYMENT

**ASHE COUNTY TAX ADMINISTRATION 2022 PROPERTY TAX BILL**

PARCEL ID	TAX YEAR	CURRENT YEAR DUE
15198088	2022	447.70
BILL #	DUE DATE	TOTAL DUE IF PAID BY 01/31/2022
37389	9/1/2022	447.70
ACCOUNT #	INTEREST BEGINS AFTER	
98714	01/05/2023	

TO CHANGE YOUR MAILING ADDRESS,  
 PLEASE FILL IN YOUR NEW ADDRESS BELOW

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 TILLEY IRIS M (TRUSTEE)  
 7213 KEPLEY RD  
 CHAPEL HILL, NC 27517

MAKE CHECK PAYABLE & REMIT TO:

**ASHE COUNTY TAX COLLECTOR**  
 150 GOVERNMENT CIR STE 2275  
 JEFFERSON NC 28640-8963

**AMOUNT ENCLOSED \$** \_\_\_\_\_



**Quitclaim Deed**

FILED in ASHE County, NC  
on Jul 29 1998 at 3:47:03 PM  
by SHIRLEY B WALLACE  
Register of Deeds  
BOOK 231 Pages 2324-2326

Page 1

RECORDING REQUESTED BY: Iris M. Tilley  
AND WHEN RECORDED MAIL TO:  
Iris M. Tilley  
4920 Farmington Road  
Chapel Hill, North Carolina 27514

SPACE ABOVE THIS LINE FOR RECORDERS USE

EXEMPT-INTER SPOUSAL TRANSFER/TAX KEY # R&T 11911  
QUITCLAIM DEED

This Indenture made the 1st day of March, 1998.

Between Iris M. Tilley, the party of the First part, and Thomas Tilley, the party of the second part,

Witnessed: That the said party of the first part, in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS OF VALUE, lawful money of the United States of America, to Iris M. Tilley in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, does hereby release and forever QUITCLAIM unto the parties of the second part, and to His heirs and assigns, all of the land situated in the County of Ashe, State of North Carolina and bounded and described as follows, to-wit:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

Together with, all buildings and improvements located thereon, and with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

To have and to hold the said premises, together with the appurtenances, unto the party of the second part, and to His heirs and assigns forever.

In Witness Whereof the party of the first part has executed this conveyance the day and year above written.

Signed and Delivered In the Presence of

Iris M. Tilley  
Iris M. Tilley

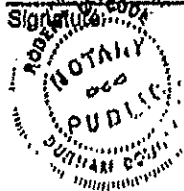
State of North Carolina  
County of Durham

On March 1, 1998 before me Robert W. Cook, personally appeared <sup>Iris M.</sup> ~~Thomas~~ Tilley personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Robert W. Cook  
Signature

My Commission Expires: 2/16/2003  
Conveyance-Spousal Quitclaim- Page 1 of 1



## EXHIBIT "A"

Thomas Tilley

Thomas Tilley hereby accepts and acknowledges the following:

Being a portion of the property conveyed to Fredaric D. Seifer and wife, Deborah J. Cestaro-Seifer in that certain Deed recorded in Deed Book 103, Page 43-45; and all the property recorded in Deed Book 101, Page 1469-1472, and Deed Book 103, Page 518-520 of the Ashe County Registry, and being more particularly described as follows:

BEGINNING on a fence post at the northeastern corner of Lot 6 of River Run, said post being South 70-50-50 East 0.20 feet from a 1/2 inch rebar found; thence with the Eastern and Southern line of Lot 6 and Lot 4 six courses: (1) South 06-24-24 West 403.68 feet to a 1/2 inch conduit found; (2) South 69-53-47 West 423.75 feet to a point; (3) North 77-37-10 West 45.00 feet to a 1/2 inch conduit found; (4) North 77-37-10 West 150.01 feet to a 1/2 inch conduit found; (5) South 70-03-00 West 393.03 feet to a cottonwood; (6) South 70-02-22 West 4.36 feet to a point on the East bank of the South Fork of the New River; thence with said East bank six courses: (1) North 03-30-11 West 60.82 feet to a point; (2) North 09-24-31 West 161.75 feet to a point; (3) North 21-33-46 West 77.03 feet to a cottonwood; (4) North 23-50-10 West 127.03 feet to a point; (5) North 45-14-43 West 92.48 feet to a point; (6) North 57-00-23 West 110.04 feet to a 1/2 inch rebar found; thence with the Western line two courses: (1) North 56-01-00 East 597.05 feet to a 1/2 inch rebar found; (2) North 55-51-41 East 173.00 feet to a point in the centerline of a proposed 60 foot right of way; thence with said centerline six courses: (1) South 65-24-01 East 62.24 feet to a point; (2) South 76-00-29 East 412.32 feet to a point; (3) South 53-11-54 East 146.46 feet to a point; (4) South 52-52-12 East 22.23 feet to a point; (5) South 47-13-26 East 30.15 feet to a point; (6) South 45-42-09 East 51.07 feet to a point; thence South 35-06-07 East 19.04 feet to the BEGINNING, containing 19.344 acres as calculated by coordinate geometry, from field data gathered by The Thomas Herman Company, NCRLS L-2633, dated November 6, 1995.

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- 1) All of Lots 4, 5, and 6 of River Run at the Foot Bridge on the South Fork as shown on the revised subdivision plat recorded in Plat Book 5, Page 253, Ashe County, North Carolina, Public Registry, together with a non-exclusive road right-of-way easement over and across the subdivision roads as shown on said subdivision plat.
- 2) A 2.530 acre tract, being the 6.510 acre tract described in Deed recorded in Deed Book 103, Page 43, Ashe County Public Registry, less and except a 3.980 acre tract conveyed in Book 103 at Page 521, to which deeds reference is hereby made.
- 3) A 2.095 acre tract as described in Deed recorded in Deed Book 103, Page 518, Ashe County Public Registry, to which deed reference is hereby made.

This conveyance is made subject to and there is also conveyed herewith the following:

- 1) Restrictive Covenants and other terms and conditions described in Declaration of Restrictions recorded in Deed Book 101, Page 1461, Ashe County Public Registry and Deed recorded in Book 101, Page 1469.
- 2) Restrictive Covenants and right of ways described in Restrictive Covenants for Southfork Hills recorded in Book 103, Page 33, and amended in Book 105, Page 1048, and Deed recorded in Book 103, Page 43, and Deed recorded in Book 103, Page 521, Ashe County Public Registry.
- 3) Road Maintenance fees for a 6.510 acre tract as set forth in Deed recorded in Deed Book 103, Page 521, Ashe County Public Registry.

This conveyance is made subject to Supplemental Declaration of Restrictions recorded in Deed Book 208, Page 2367, Ashe County Public Registry.





Search

**Results List**

**Details**

**Parcels**

- Tax Bill  
(</assets/Ashe/TaxBillHan>)
- Property Record Card  
(<https://gis.ashecountytax.com/ITSPublic/appraisalcard.aspx>)
- Google Maps

Parcel Number: 151980-0001  
(<https://gis.ashecountytax.com/ITSPublic/appraisalcard.aspx>)

Property Address: 7213 KEPLEY RD, CHAPEL HILL, NC 27514

Land Units: 2.86 AC

Neighborhood: RIVER FRONT

Fire District: FLEETWOOD

Legal Description: 2.860 A LOT 4 ADJ JIMMIE NEW RIVER

Owner: TILLEY IRIS M (TRUST)  
7213 KEPLEY RD  
CHAPEL HILL, NC 27514

Ownership Type: Single-Family Residential

Book/Page: 00231/2  
(</assets/Ashe/Deeds/00231/2>)  
page=2

Sale Year: 2018

Sale Price: \$0

Plat Book/Page: 151980-0001  
(</assets/Ashe/Deeds/151980-0001>)  
page=&

Land Value: \$87,900

Building Value: \$0

Other Value: \$0

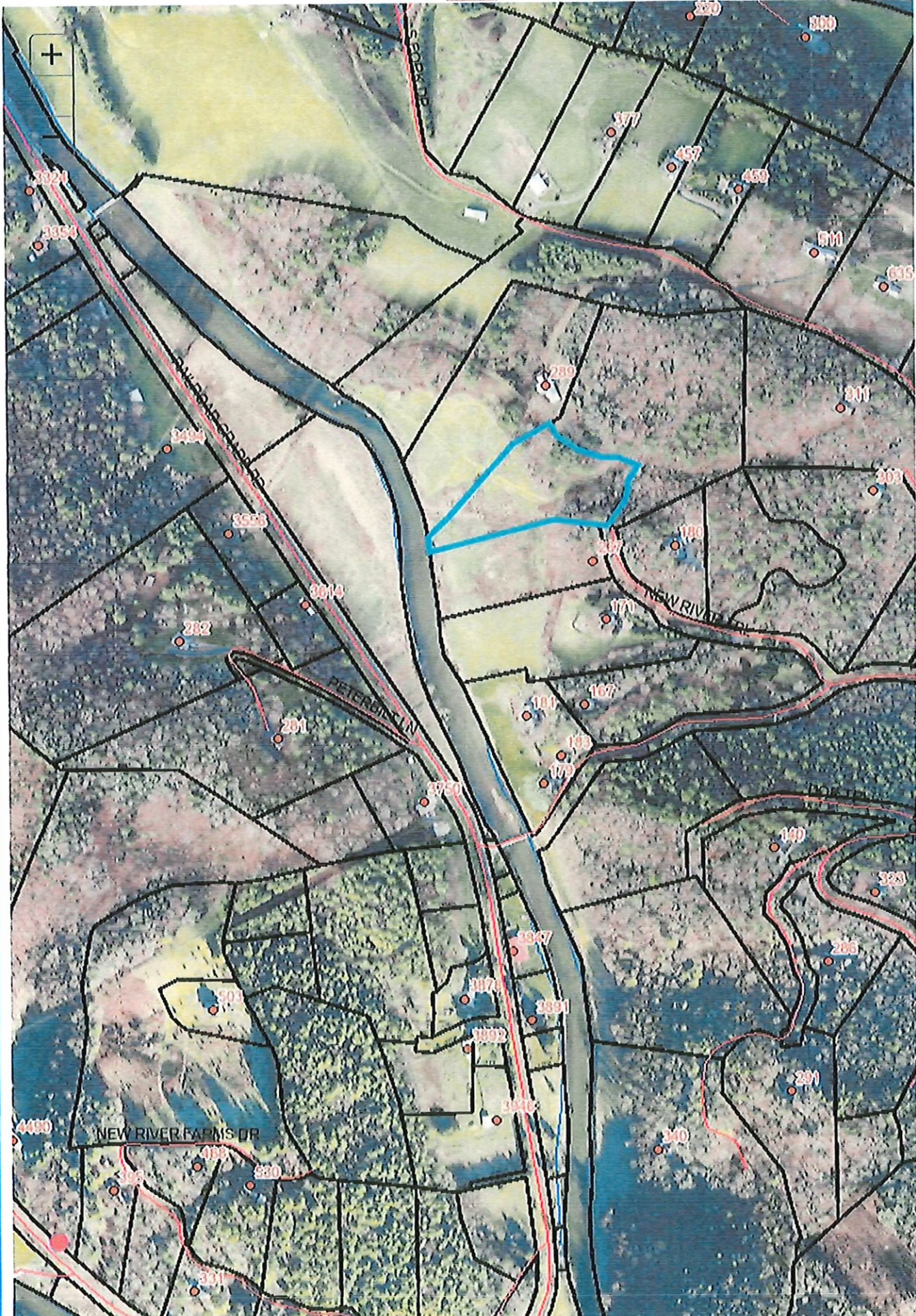
Market Value: \$87,900

Deferred Value: \$0

Total Assessed Value: \$87,900

Zoom To

Clear





**TILLEY IRIS M (TRUSTEE)**

98714 COUNTY TAX (100), FLEETWOOD FIRE (100)  
 2.860 A LOT 4 ADJ J W BLEDSOE OFF 1.106 DIRT NEW R  
 Reval Year: 2019 Tax Year: 2023  
 Appraised By: on NB: 450027 RIVER RUN (15198 039)

PLAT: / UNTO ID 26869  
 ID NO: 26869

SPLIT FROM ID

CARD NO. 1 of 1  
 2.8600 AC  
 TW-15 Ct- FR-12

SRC= AT- LAST ACTION  
 EX- CORRELATION OF VALUE

CONSTRUCTION DETAIL		MARKET VALUE										DEPRECIATION			CREDENCE TO		MARKET						
FLR ID	TOTAL AREA	FIN AREA	APR. VAL	ADJ. VAL	BLDG	USE	MOD	GRD	G. FTR	N. RDE	RCN	B. ADJ	LAYE	EYB	CD	NORM DEP	% GD	A. VALUE	DEPR. BUILDING VALUE - CARD	DEPR. OB/XF VALUE - CARD	MARKET LAND VALUE - CARD	TOTAL MARKET VALUE - CARD	
																			0	87,900	87,900	87,900	87,900

CLASS: 502

Vacant  
 STYLE:

TOTAL APPRAISED VALUE - CARD		TOTAL APPRAISED VALUE - PARCEL		TOTAL PRESENT USE VALUE - LAND		TOTAL VALUE DEFERRED - PARCEL		TOTAL TAXABLE VALUE - PARCEL		PRIOR APPRAISAL		PERMIT	
BLDG	USE	MOD	GRD	G. FTR	N. RDE	RCN	B. ADJ	LAYE	EYB	CD	NORM DEP	% GD	A. VALUE

OFF. RECORD		DEED		INDICATE		
BOOK	PAGE	MO	YR	O/U	V/T	SALES PRICE
00231	2324			0	V	0

HEATED AREA

NOTES  
 LRMK: #1 SMALL RIVER FRONTGE WOODS LRMK: MH 5/26/05  
 LRMK: MH 3/10/2010 LRMK: MH 08/29/2013 MAP: 2953

SUBAREA		RPL CS		CODE		DESCRIPTION		COUNT		LTH		WTH		UNITS		UNIT PRICE		ORIG % COND		BLDG #		OVR		DEP SCH		EYB		AYB		% COMP		OB/XF DEPR. VALUE	
TYPE	SUBAREA	GS AREA	LOCAL ZONING	PRICE METHD	USE CODE	FRONTAGE	DEPTH	DEPTH / SIZE	COND FACT	ADJ FCTR	LAND UNIT PRICE	TOTAL LAND UNITS	UNIT TYPE	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES															
RESIDENTIAL		91	33			1.0000	0	0.0000	15,000.00	1.860	AC	0.000	15,000.00	27900																			
UNDEVELOPED		90	33			1.0000	0	0.0000	60,000.00	1.000	AC	0.000	60,000.00	60000																			
WATERFRONT HOMESITE										2.360				87900																			
TOTAL MARKET LAND DATA																																	
TOTAL PRESENT USE DATA																																	

15198039004 (2854419) Group:0 12/8/2022 1:28:21 PM.





### Results List

### Details

### Parcels

- Tax Bill ([/assets/Ashe/TaxBillHan](#))
- Property Record Card (<https://gis.ashe/ITSPublic/appraisalcard.as>)
- Google Maps

Parcel Number: 1519800  
[\(https://ITSPublic/apprais](#)

Property Address:

Land Units: 2.86 AC

Neighborhood: RIVER I

Fire District: FLEETV

Legal Description:  
 2.860 A LOT 4 ADJ J  
 NEW R

Owner:  
 TILLEY IRIS M (TRUS  
 7213 KEPLEY RD  
 CHAPEL HILL, NC 275

Ownership Type:

Book/Page: 00231/2  
[/ashe/di](#)  
 page=2

Sale Year:

Sale Price: \$0

Plat Book/Page: [/ashe/di](#)  
[/ashe/di](#)  
 page=&

Land Value: \$87,900

Building Value: \$0

Other Value: \$0

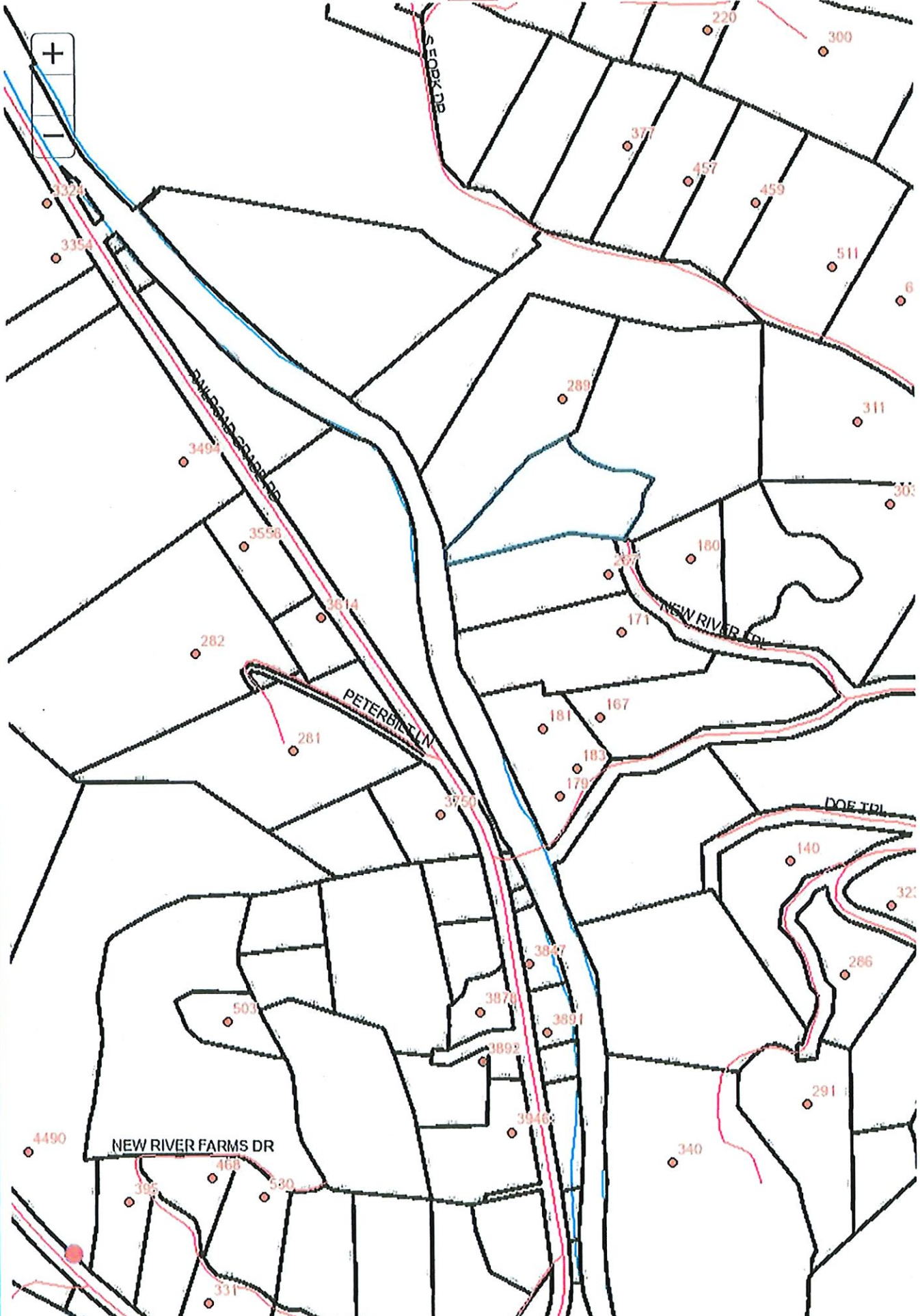
Market Value: \$87,900

Deferred Value: \$0

Total Assessed Value: \$87,900

Zoom To

Clear





**ASHE COUNTY TAX COLLECTOR**  
 150 GOVERNMENT CIRCLE, SUITE 2275  
 JEFFERSON, NC 28640-8963

**2022 PROPERTY TAX BILL**

TILLEY IRIS M (TRUSTEE)  
 7213 KEPLEY RD  
 CHAPEL HILL, NC 27517

**IMPORTANT INFORMATION**

**OFFICE LOCATION:** 150 Government Circle STE 2200  
 Jefferson, NC 28640

**OFFICE HOURS:** Monday-Friday 8:00 am - 5:00 pm

**PHONE NUMBERS:** Tax Collection (336) 846-5577  
 Valuation (336) 846-5554  
 Personal Property (336) 846-5551  
 Fax (336) 846-5564

**WEBSITE:** <http://www.ashecounitytax.com>

**ASHE COUNTY E-SERVICE**

**PAY BY PHONE:** 1-888-869-3817

**ON-LINE PAYMENTS:** <http://www.ashecounitytax.com>  
 Click on TAXPAYER SEARCH & PAY link

**CREDIT CARD:** A processing fee applies.

YEAR	ACCOUNT#	BILL#	PARCEL ID	PERSONAL VALUE	REAL PROPERTY MARKET VALUE	
2022	98714	37388	15198039004	0	87,900	
SENIOR CITIZEN / DISABILITY / OTHER EXCLUSIONS		DEFERRED VALUE		TAXABLE VALUE		
0		0		87,900		
REAL PROPERTY DESCRIPTION			PERSONAL PROPERTY ITEMS			
2,860 A LOT 4 ADJ J W BLEDSOE OFF 1106 DIRT NEW R						
TAXING DISTRICT	RATE PER \$100 VALUE	AMOUNT DUE	<b>EARLY PAYMENT DISCOUNT INFORMATION:</b> An early payment discount of 2% will be applied to your current year taxes if paid by August 31st. This does not apply to solid waste, Town of Lansing, or delinquent amounts. The discount has been calculated for you.		<b>COUNTY OF ASHE, NC</b> <b>How Your Tax Dollar is Spent</b> <b>FISCAL YEAR 2022-2023</b>	
COUNTY TAX	0.5100	448.29			Debt Service	1.7%
FLEETWOOD FIRE	0.0400	35.18			Capital Projects	9.3%
CURRENT TAX YEAR		483.45			Cultural / Recreation	4.9%
<b>TOTAL DUE IF PAID BY 9/31/2022</b>					General Government	17.3%
					Social Services	19.7%
					Other Human Services Appropriations	8.8%
					Public Safety	20.0%
					Education	14.7%
					Economic & Physical Development	3.8%
						100%

**ALL PAYMENTS WILL BE APPLIED TO THE OLDEST BILL**

PLEASE DETACH & RETURN THIS PORTION WITH YOUR PAYMENT

**ASHE COUNTY TAX ADMINISTRATION 2022 PROPERTY TAX BILL**

PARCEL ID	TAX YEAR	CURRENT YEAR DUE
15198039004	2022	483.45
BILL #	DUE DATE	TOTAL DUE IF PAID BY 9/31/2022
37388	9/1/2022	483.45
ACCOUNT #	INTEREST BEGINS AFTER	
98714	01/05/2023	

TO CHANGE YOUR MAILING ADDRESS,  
 PLEASE FILL IN YOUR NEW ADDRESS BELOW

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 TILLEY IRIS M (TRUSTEE)  
 7213 KEPLEY RD  
 CHAPEL HILL, NC 27517

**AMOUNT ENCLOSED** \$ \_\_\_\_\_

**MAKE CHECK PAYABLE & REMIT TO:**  
**ASHE COUNTY TAX COLLECTOR**  
 150 GOVERNMENT CIR STE 2275  
 JEFFERSON NC 28640-8963



Quitclaim Deed

FILED in ASHE County, NC  
on Jul 29 1998 at 3:47:03 PM  
by SHIRLEY B WALLACE  
Register of Deeds  
BOOK 231 Pages 2324-2326

RECORDING REQUESTED BY: Iris M. Tilley  
AND WHEN RECORDED MAIL TO:  
Iris M. Tilley  
4920 Farrington Road  
Chapel Hill, North Carolina 27514

SPACE ABOVE THIS LINE FOR RECORDERS USE  
EXEMPT-INTER SPOUSAL TRANSFER/TAX KEY # R&T 11911  
QUITCLAIM DEED

This Indenture made the 1st day of March, 1998.

Between Iris M. Tilley, the party of the First part, and Thomas Tilley, the party of the second part,

Witnessed: That the said party of the first part, in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS OF VALUE, lawful money of the United States of America, to Iris M. Tilley in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, does hereby release and forever QUITCLAIM unto the parties of the second part, and to His heirs and assigns, all of the land situated in the County of Ashe, State of North Carolina and bounded and described as follows, to-wit:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

Together with, all buildings and improvements located thereon, and with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

To have and to hold the said premises, together with the appurtenances, unto the party of the second part, and to His heirs and assigns forever.

In Witness Whereof the party of the first part has executed this conveyance the day and year above written.

Signed and Delivered in the Presence of

*Iris M. Tilley*  
Iris M. Tilley

State of North Carolina  
County of Durham

On March 1, 1998 before me Robert W. Cook, personally appeared <sup>Iris M.</sup> ~~Thomas~~ Tilley personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

*Robert W. Cook*  
Signature

My Commission Expires:

*2/16/2003*

Conveyance-Spousal Quitclaim- Page 1 of 1



## EXHIBIT "A"

Thomas Tilley

Thomas Tilley hereby accepts and acknowledges the following:

Being a portion of the property conveyed to Frederic D. Seifer and wife, Deborah J. Costara-Seifer in that certain Deed recorded in Deed Book 183, Page 43-45; and all the property recorded in Deed Book 181, Page 1469-1472, and Deed Book 183, Page 518-520 of the Ashe County Registry, and being more particularly described as follows:

BEGINNING on a fence post at the northeastern corner of Lot 6 of River Run, said post being South 78-58-58 East 0.20 feet from a 1/2 inch rebar found; thence with the Eastern and Southern line of Lot 6 and Lot 4 six courses: (1) South 06-24-24 West 483.68 feet to a 1/2 inch conduit found; (2) South 69-53-47 West 423.75 feet to a point; (3) North 77-37-10 West 45.00 feet to a 1/2 inch conduit found; (4) North 77-37-18 West 150.81 feet to a 1/2 inch conduit found; (5) South 70-03-00 West 393.03 feet to a cottonwood; (6) South 78-02-22 West 4.36 feet to a point on the East bank of the South Fork of the New River; thence with said East bank six courses: (1) North 03-30-11 West 60.02 feet to a point; (2) North 09-24-31 West 161.78 feet to a point; (3) North 21-33-46 West 77.03 feet to a cottonwood; (4) North 23-58-10 West 127.83 feet to a point; (5) North 45-14-43 West 92.48 feet to a point; (6) North 57-00-23 West 110.04 feet to a 1/2 inch rebar found; thence with the Western line two courses: (1) North 56-01-00 East 597.05 feet to a 1/2 inch rebar found; (2) North 55-51-41 East 173.00 feet to a point in the centerline of a proposed 60 foot right of way; thence with said centerline six courses: (1) South 65-24-01 East 62.24 feet to a point; (2) South 76-00-29 East 412.32 feet to a point; (3) South 53-11-54 East 146.46 feet to a point; (4) South 52-52-12 East 22.23 feet to a point; (5) South 47-13-26 East 30.15 feet to a point; (6) South 45-42-09 East 51.07 feet to a point; thence South 35-06-07 East 19.04 feet to the BEGINNING, containing 19.344 acres as calculated by coordinate geometry, from field data gathered by The Thomas Herman Company, NCRLS L-2633, dated November 6, 1995.

The above described property is a composite description of the following properties and is also described as follows:

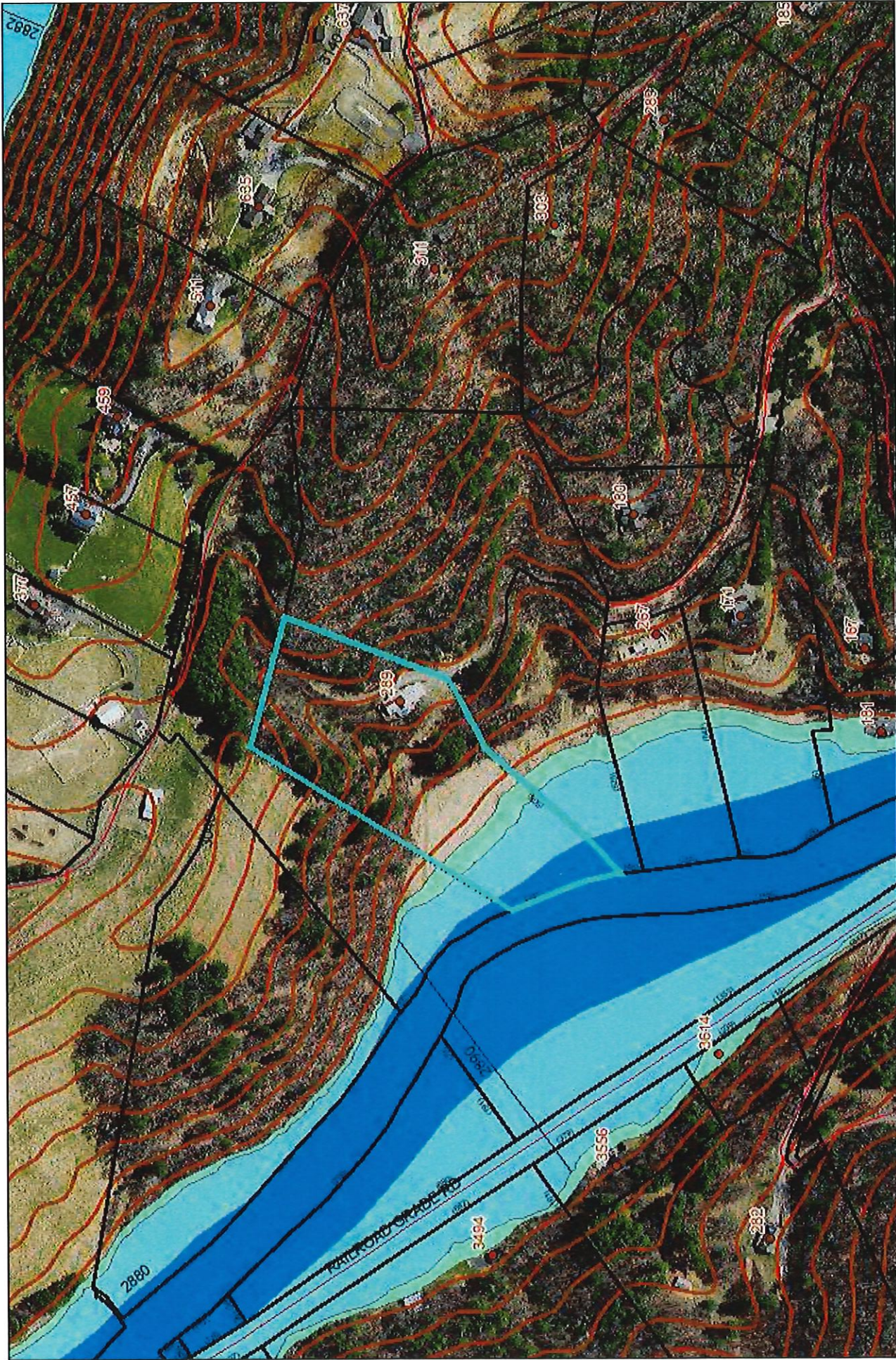
- 1) All of Lots 4, 5, and 6 of River Run at the Foot Bridge on the South Fork as shown on the revised subdivision plat recorded in Plat Book 5, Page 253, Ashe County, North Carolina, Public Registry, together with a non-exclusive road right-of-way easement over and across the subdivision roads as shown on said subdivision plat.
- 2) A 2.530 acre tract, being the 6.510 acre tract described in Deed recorded in Deed Book 183, Page 43, Ashe County Public Registry, less and except a 3.980 acre tract conveyed in Book 183 at Page 521, to which deeds reference is hereby made.
- 3) A 2.895 acre tract as described in Deed recorded in Deed Book 183, Page 518, Ashe County Public Registry, to which deed reference is hereby made.

This conveyance is made subject to and there is also conveyed herewith the following:

- 1) Restrictive Covenants and other terms and conditions described in Declaration of Restrictions recorded in Deed Book 181, Page 1461, Ashe County Public Registry and Deed recorded in Book 181, Page 1469.
- 2) Restrictive Covenants and right of ways described in Restrictive Covenants for Southfork Hills recorded in Book 183, Page 33, and amended in Book 185, Page 1848, and Deed recorded in Book 183, Page 43, and Deed recorded in Book 183, Page 521, Ashe County Public Registry.
- 3) Road Maintenance fees for a 6.510 acre tract as set forth in Deed recorded in Deed Book 183, Page 521, Ashe County Public Registry.

This conveyance is made subject to Supplemental Declaration of Restrictions recorded in Deed Book 208, Page 2367, Ashe County Public Registry.





1:3,387  
 0 0.0275 0.055 0.11 mi  
 0 0.045 0.09 0.18 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

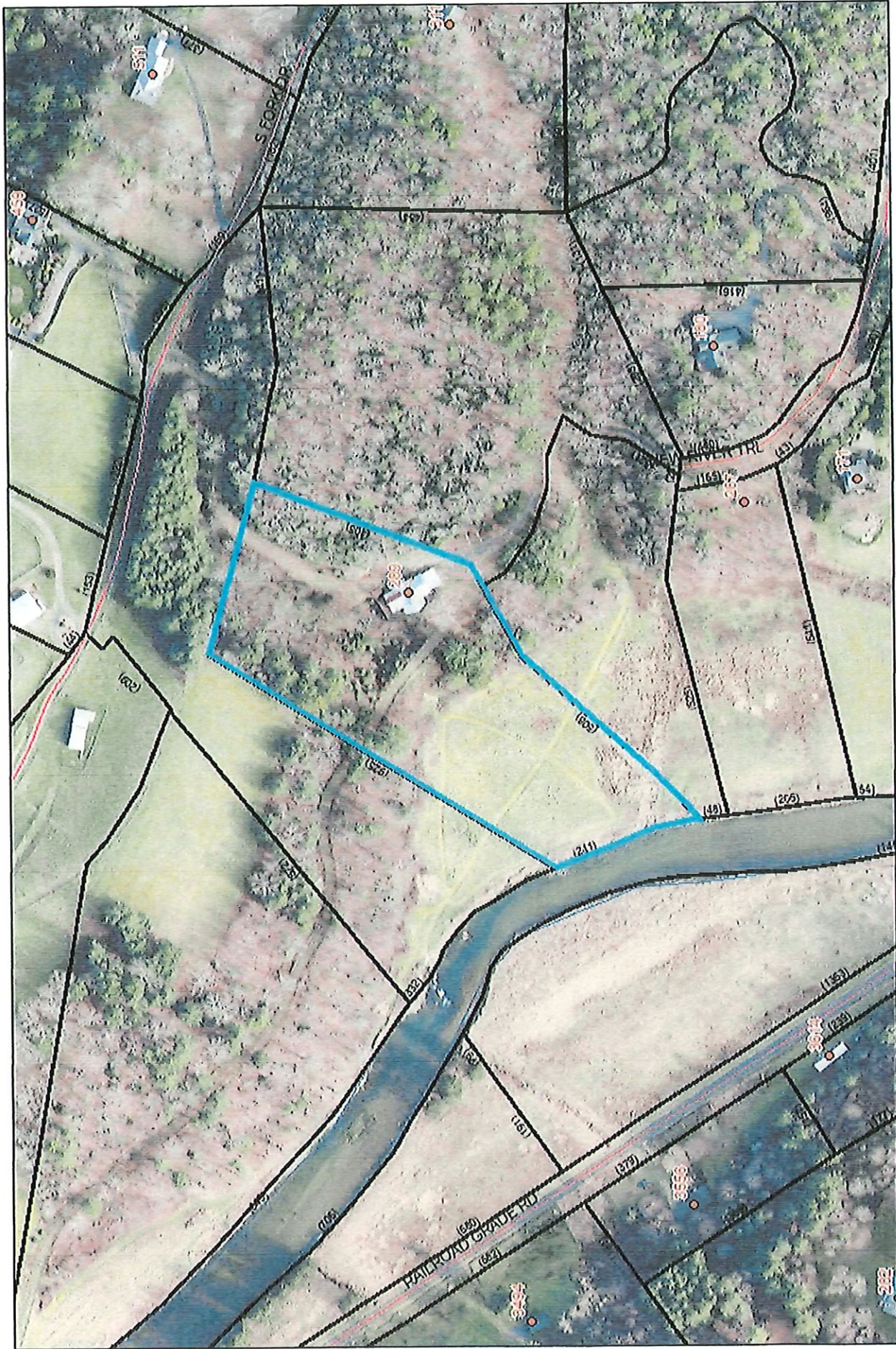
April 15, 2023

**6/15**

15198039005  
 289 NEW RIVER TRL  
 RIVER RUN (15198 059)  
 TILLEY IRIS M (TRUST) DE  
 7213 KEPLEY RD  
 CHAPEL HILL, NC 27517

Parcel Number  
 Property Address  
 Neighborhood  
 Owner





1:2,544  
 0 0.02 0.04 0.08 mi  
 0 0.0325 0.065 0.13 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

December 8, 2022

15198039005  
 289 NEW RIVER TRL  
 RIVER RUN (15198 039)  
 TILLEY IRIS M (TRUSTEE)  
 7213 KEPLEY RD  
 CHAPEL HILL, NC 27517

ALBK 5, Pg 253  
 Lot 5

Parcel Number  
 Property Address  
 Neighborhood  
 Owner



**TILLEY IRIS M (TRUSTEE)**  
 289 NEW RIVER TRL  
 98714

PLAT: / UNREQ ID 26870  
 \*\* REVIEW SKETCH \*\* ID NO: 26870

SPLIT FROM ID

COUNTY TAX (100), FLEETWOOD FIRE (100), SOLID WASTE (1)  
 4.8650 AC  
 1W-15 CI- FR-12

CONSTRUCTION DETAIL					MARKET VALUE					DEPRECIATION				
BLDG	USE	MOD	GRD	G. FIR	N.R.D.E	R.C.N	B. ADJ	AYB	EYB	CD	NORM DEP	% GD	A. VALUE	CREDENCE TO
1	81	D	B+5	1	1	351160	288930	1991	1985	83	17	83	299,800	

TYPE: Solid Log  
 STYLE:

Plumbing	Water/Heat	1.00
Plumbing	Kitchen Sink	1.00
Plumbing	3 Fixtures (Plumbing)	3.00
BSMT	Finish Type	3
Special	Quality (RT3)	1309.00
Special	Feature	105XTFP
2nd	Fireplace (Same Chimney)	2000.00
Special	Feature	10EXTFP
2nd	Fireplace (Same Chimney)	2000.00
Special	Feature	20DESGBP
Fireplace	(Stone 2.0)	6000.00
Special	Feature	BGAR3C
Double	Car (Partition)	3000.00
Special	Feature	BSMTBBW
Special	Feature	SWL-PRIV
Air	Conditioning Type	02
Central	Cover	W2
Exterior	Cover	W2
Wood	Siding	0.00
Exterior	Cover	LV
Log	veneer	0.00
Heat	Type	1
Central	Warm Air	0.00
Interior	Wall Construction	2
Paneled		0.00
Roofing	Material	4
Metal		0.00
Roofing	Type	101
Foundation	Wall	4
Formed	concrete	0.00
Plumbing	Fixtures	7200.000
TOTALS		11.00

FLR ID	TOTAL AREA	FIN AREA	APR. VAL	ADJ. VAL
1.0	1,997	1,997	176,830	0
B	1,997	1,909	19,970	32,730
SUBAREA				
GS AREA	5,150	RPL CS		
TOTALS	2,655.00		32,590	

TYPE	GS AREA	RPL CS	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG #	AYB	EYB	DEP SCH	OVR	% COMP	OB/XF DEPR. VALUE	
OPF	368.00	5.150	SHED	1.000	26	20	520	0.00	0.00	1	1	1	C	100	2000	2000	
WDDK-R	2,287.00																
TOTALS	2,655.00			1.000	26	20	520	0.00									

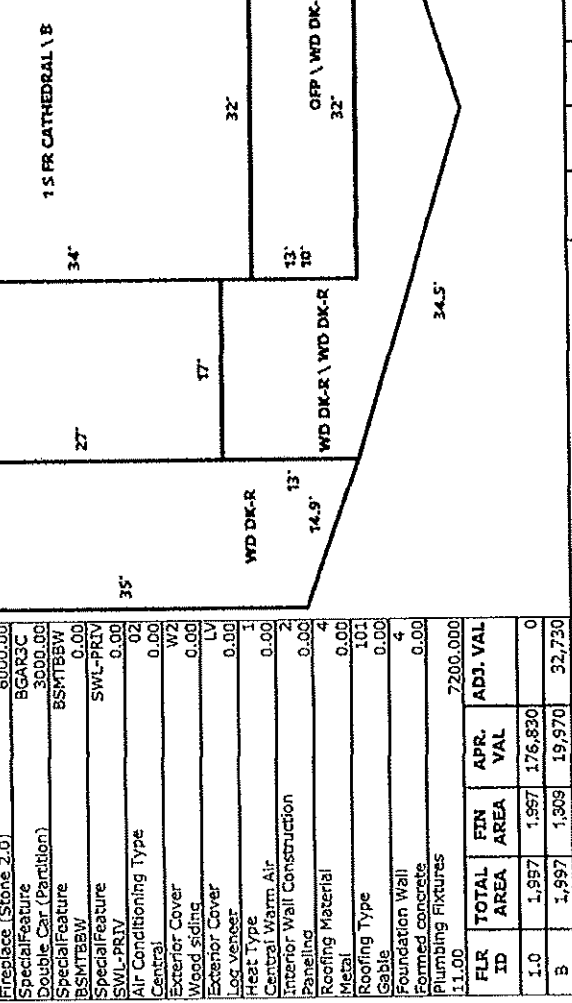
BLDG DIMENSIONS	
HIGHEST AND BEST USE	LOCAL ZONING
RESIDENTIAL UNDEVELOPED	91 33
WATERFRONT HOMESITE	90 33

TOTAL MARKET LAND DATA	TOTAL PRESENT USE DATA
TOTAL MARKET LAND DATA	TOTAL PRESENT USE DATA
15198039005 (2875090) Group-0	12/8/2022 1:31:00 PM

PRIOR APPRAISAL	PERMIT		
BUILDING VALUE	CODE	DATE	NO.
OBXF VALUE	304	2000	1
LAND VALUE	148,000		
PRESENT USE VALUE	0		
DEFERRED VALUE	0		
TOTAL VALUE	424,200		

OFF. RECORD BOOK	DATE MO	DEED PAGE	TYPE	Q/U	V/I	INDICATE SALES PRICE
002331	2327			O	V	

HEATED AREA 3,306  
 NOTES  
 LRMK: #1 RIVER FRONT PHOTO-089767 LRMK: MH  
 3/10/2010 LRMK: MH 08/29/2013 MAP: 2953



FLR ID	TOTAL AREA	FIN AREA	APR. VAL	ADJ. VAL	DEPTH	FRONTAGE	DEPTH	MOD	COND FACT	ADJ FCTR	LAND UNIT PRICE	TOTAL LAND UNITS	UNIT TYPE	TOTAL ADJUST PRICE	LAND VALUE	LAND NOTES
1.0	1,997	1,997	176,830	0	0	0	1.0000	0	0.0000	0.0000	15,000.00	3.865	AC	15,000.00	58,000	
B	1,997	1,909	19,970	32,730	0	0	1.0000	0	0.0000	0.0000	60,000.00	1.000	AC	60,000.00	60,000	
TOTALS														118,000		



Search

Results List

Details

Parcels

- Tax Bill (</assets/Ashe/TaxBillHan>)
- Property Record Card (<https://gis.ashecountytax.com/ITSPublic/appraisalcard.asp>)
- Google Maps

Parcel Number: 151980; (https://gis.ashecountytax.com/ITSPublic/appraisalcard.asp)

Property Address: 289 NE

Land Units: 4.865 A

Neighborhood: RIVER I

Fire District: FLEET

Legal Description: 4.865 A LOT 5 ADJ J N NEW R

Owner: TILLEY IRIS M (TRUS 7213 KEPLEY RD CHAPEL HILL, NC 27

Ownership Type:

Book/Page: 00231/2 /ashe/d page=2

Sale Year:

Sale Price: \$0

Plat Book/Page: / (/asse /ashe/d page=&

Land Value: \$118,00

Building Value: \$299,80

Other Value: \$2,000

Market Value: \$419,80

Deferred Value: \$0

Total Assessed Value: \$419,80







# ASHE COUNTY GOVERNMENT



Search

Results List

Details

Parcels

- Tax Bill ([/assets/Ashe/TaxBillHan](#))
- Property Record Card (<https://gls.ashecountytax.com/ITSPublic/appraisalcard.at>)
- Google Maps

Parcel Number: 151980: (https://ITSPub/apprais

Property Address: 289 NE

Land Units: 4.865 A

Neighborhood: RIVER I

Fire District: FLEET

Legal Description: 4.865 A LOT 5 ADJ J NEW R

Owner: TILLEY IRIS M (TRUS 7213 KEPLEY RD CHAPEL HILL, NC 27

Ownership Type:

Book/Page: 00231/2 /ashe/d page=2

Sale Year:

Sale Price: \$0

Plat Book/Page: / (asse /ashe/d page=&

Land Value: \$118,00

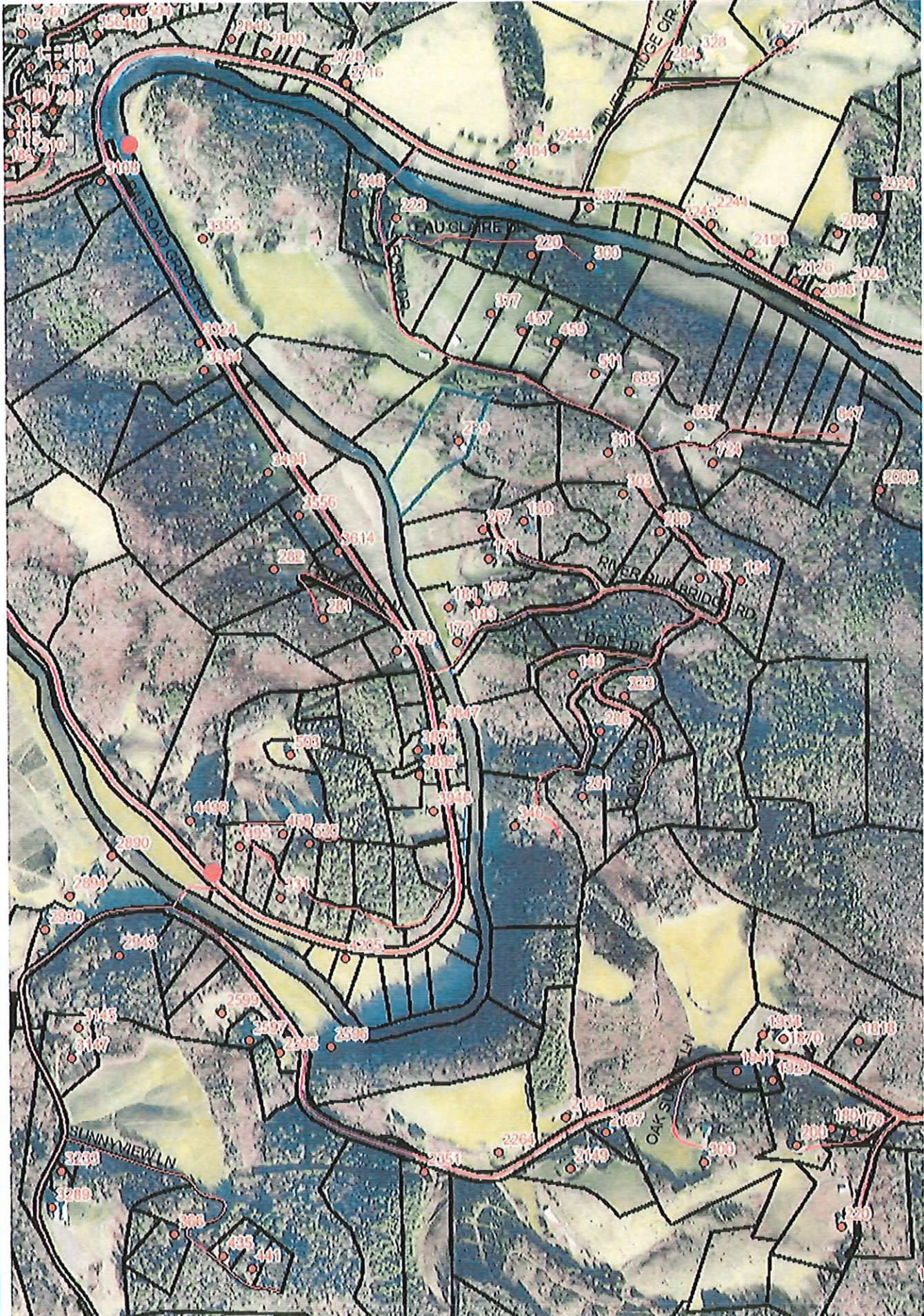
Building Value: \$299,80

Other Value: \$2,000

Market Value: \$419,80

Deferred Value: \$0

Total Assessed Value: \$419,80







**ASHE COUNTY TAX COLLECTOR**  
 150 GOVERNMENT CIRCLE, SUITE 2275  
 JEFFERSON, NC 28640-8963

**2022 PROPERTY TAX BILL**

TILLEY IRIS M (TRUSTEE)

7213 KEPLEY RD

CHAPEL HILL, NC 27517

**IMPORTANT INFORMATION**

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 Jefferson, NC 28640  
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**PHONE NUMBERS:** Tax Collection (336) 846-5577  
 Valuation (336) 846-5554  
 Personal Property (336) 846-5551  
 Fax (336) 846-5564  
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**PAY BY PHONE:** 1-888-869-3817  
**ON-LINE PAYMENTS:** <http://www.ashecountytax.com>  
 Click on TAXPAYER SEARCH & PAY link  
**CREDIT CARD:** A processing fee applies.



YEAR	ACCOUNT#	BILL#	PARCEL ID	PERSONAL VALUE	REAL PROPERTY MARKET VALUE
2022	98714	37390	15198039005	0	419,800
SENIOR CITIZEN / DISABILITY / OTHER EXCLUSIONS		DEFERRED VALUE		TAXABLE VALUE	
0		0		419,800	
REAL PROPERTY DESCRIPTION			PERSONAL PROPERTY ITEMS		
4.865 A LOT 5 ADJ J W BLEDSOE OFF 1106 DIRTY NEW R					
TAXING DISTRICT	RATE PER \$100 VALUE	AMOUNT DUE	<b>EARLY PAYMENT DISCOUNT INFORMATION:</b> An early payment discount of 2% will be applied to your current year taxes if paid by August 31st. This does not apply to solid waste, Town of Lansing, or delinquent amounts. The discount has been calculated for you.	<b>COUNTY OF ASHE, NC</b> <b>How Your Tax Dollar is Spent</b> <b>FISCAL YEAR 2022-2023</b>	
COUNTY TAX	0.5100	2,140.98		Debt Service	1.7%
FLEETWOOD FIRE	0.0400	167.92		Capital Projects	9.3%
SOLID WASTE	150.0000	150.00		Cultural / Recreation	4.9%
CURRENT TAX YEAR		2,468.90		General Government	17.3%
<b>TOTAL DUE IF PAID BY 8/31/2022</b>				Social Services	19.7%
				Other Human Services Appropriations	8.8%
				Public Safety	20.0%
				Education	14.7%
				Economic & Physical Development	3.6%
					100%

**ALL PAYMENTS WILL BE APPLIED TO THE OLDEST BILL**

PLEASE DETACH & RETURN THIS PORTION WITH YOUR PAYMENT

**ASHE COUNTY TAX ADMINISTRATION 2022 PROPERTY TAX BILL**

PARCEL ID	TAX YEAR	CURRENT YEAR DUE
15198039005	2022	2,468.90
BILL #	DUE DATE	TOTAL DUE IF PAID BY 8/31/2022
37390	9/1/2022	2,468.90
ACCOUNT #	INTEREST BEGINS AFTER	
98714	01/05/2023	

TO CHANGE YOUR MAILING ADDRESS,  
 PLEASE FILL IN YOUR NEW ADDRESS BELOW

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

TILLEY IRIS M (TRUSTEE)

7213 KEPLEY RD

CHAPEL HILL, NC 27517

**MAKE CHECK PAYABLE & REMIT TO:**

**ASHE COUNTY TAX COLLECTOR**  
 150 GOVERNMENT CIR STE 2275  
 JEFFERSON NC 28640-8963

AMOUNT ENCLOSED \$



Quitclaim Deed

FILED in ASHE County, NC  
on Jul 29 1998 at 3:47:13 PM  
by SHIRLEY B WALLACE  
Register of Deeds  
BOOK 231 Pages 2327-2329

RECORDING REQUESTED BY: Thomas Tilley  
AND WHEN RECORDED MAIL To:  
Thomas Tilley  
4920 Farrington Road  
Chapel Hill, North Carolina 27514

SPACE ABOVE THIS LINE FOR RECORDERS USE

QUITCLAIM DEED

This Indenture made the 2nd day of March, 1998.

Between Thomas Tilley, the party of the First part, and Iris M. Tilley, Trustee for the Tilley Six Trust, the party of the second part,

Witnessed: That the said party of the first part, in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS OF VALUE, lawful money of the United States of America, to Thomas Tilley in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, does hereby release and forever QUITCLAIM unto the parties of the second part, and to His heirs and assigns, all of the land situated in the County of Ashe, State of North Carolina and bounded and described as follows, to-wit:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

Together with, all buildings and improvements located thereon, and with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

To have and to hold the said premises, together with the appurtenances, unto the party of the second part, and to His heirs and assigns forever.

In Witness Whereof the party of the first part has executed this conveyance the day and year above written.

Signed and Delivered in the Presence of Thomas Tilley  
Thomas Tilley

State of North Carolina

County of Durham

On March 2, 1998, before me Robert W. Cook, personally appeared Thomas Tilley personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Robert W. Cook  
Notary

My Commission Expires: 2/16/2003  
Conveyance-Grantor Quitclaim- Page 1 of 1

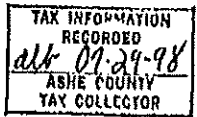
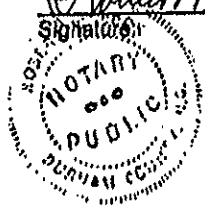


EXHIBIT "A" The Tilley Six Trust

*The Tilley Six Trust hereby accepts and acknowledges the following:*

Being a portion of the property conveyed to Frederic D. Seifer and wife, Deborah J. Castaro-Seifer in that certain Deed recorded in Deed Book 183, Page 43-45; and all the property recorded in Deed Book 181, Page 1469-1472, and Deed Book 183, Page 510-520 of the Ashe County Registry, and being more particularly described as follows:

BEGINNING on a fence post at the northeastern corner of Lot 6 of River Run, said post being South 70-50-58 East 0.20 feet from a 1/2 inch rebar found; thence with the Eastern and Southern line of Lot 6 and Lot 4 six courses; (1) South 06-24-24 West 483.68 feet to a 1/2 inch conduit found; (2) South 69-53-47 West 423.75 feet to a point; (3) North 77-37-10 West 45.00 feet to a 1/2 inch conduit found; (4) North 77-37-18 West 150.01 feet to a 1/2 inch conduit found; (5) South 70-03-00 West 393.03 feet to a cottonwood; (6) South 70-02-22 West 4.36 feet to a point on the East bank of the South Fork of the New River; thence with said East bank six courses; (1) North 03-30-11 West 60.82 feet to a point; (2) North 09-24-31 West 161.75 feet to a point; (3) North 21-33-46 West 77.03 feet to a cottonwood; (4) North 23-58-10 West 127.03 feet to a point; (5) North 45-14-43 West 92.48 feet to a point; (6) North 57-00-23 West 110.04 feet to a 1/2 inch rebar found; thence with the Western line two courses; (1) North 56-01-00 East 597.05 feet to a 1/2 inch rebar found; (2) North 55-51-41 East 173.00 feet to a point in the centerline of a proposed 60 foot right of way; thence with said centerline six courses; (1) South 65-24-01 East 62.24 feet to a point; (2) South 76-08-29 East 412.32 feet to a point; (3) South 53-11-54 East 146.46 feet to a point; (4) South 52-52-12 East 22.23 feet to a point; (5) South 47-13-26 East 30.15 feet to a point; (6) South 45-42-09 East 51.07 feet to a point; thence South 35-06-07 East 19.04 feet to the BEGINNING, containing 19.344 acres as calculated by coordinate geometry, from field data gathered by The Thomas Herman Company, NCRLS L-2633, dated November 6, 1995.

The above described property is a composite description of the following properties and is also described as follows:

- 1) All of Lots 4, 5, and 6 of River Run at the Foot Bridge on the South Fork as shown on the revised subdivision plat recorded in Plat Book 5, Page 253, Ashe County, North Carolina, Public Registry, together with a non-exclusive road right-of-way easement over and across the subdivision roads as shown on said subdivision plat.
- 2) A 2.530 acre tract, being the 6.518 acre tract described in Deed recorded in Deed Book 183, Page 43, Ashe County Public Registry, less and except a 3.900 acre tract conveyed in Deed Book 183 at Page 521, to which deeds reference is hereby made.
- 3) A 2.095 acre tract as described in Deed recorded in Deed Book 183, Page 518, Ashe County Public Registry, to which deed reference is hereby made.

This conveyance is made subject to and there is also conveyed herewith the following:

- 1) Restrictive Covenants and other terms and conditions described in Declaration of Restrictions recorded in Deed Book 181, Page 1461, Ashe County Public Registry and Deed recorded in Book 181, Page 1469.
- 2) Restrictive Covenants and right of ways described in Restrictive Covenants for Southfork Hills recorded in Book 183, Page 33, and amended in Book 185, Page 1848, and Deed recorded in Book 183, Page 43, and Deed recorded in Book 183, Page 521, Ashe County Public Registry.
- 3) Road Maintenance fees for a 6.518 acre tract as set forth in Deed recorded in Deed Book 183, Page 521, Ashe County Public Registry.

This conveyance is made subject to Supplemental Declaration of Restrictions recorded in Deed Book 208, Page 2367, Ashe County Public Registry.





December 8, 2022

1:2,544

0 0.02 0.04 0.08 mi

0 0.0325 0.065 0.13 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

PL BK 5, pg 253 Lot 6

15198039006  
 RIVER RUN (15198 039)  
 TILLEY IRIS M (TRUSTEE)  
 7213 KEPLEY RD  
 CHAPEL HILL, NC 27517

Parcel Number  
 Property Address  
 Neighborhood  
 Owner



CARD NO. 1 of 1 COUNTY TAX (100), FLEETWOOD FIRE (100) DEPR. TAX (100), FLEETWOOD FIRE (100)  
 6.1900 AC 6.190 A LOT 6 ADJ J W BLEDSOE OFF 1106 (NO ROAD) 6.1900 AC 6.190 A LOT 6 ADJ J W BLEDSOE OFF 1106 (NO ROAD)  
 TW-15 CI- FR-13 TW-15 CI- FR-13

CONSTRUCTION DETAIL		MARKET VALUE		DEPRECIATION		CORRELATION OF VALUE														
FLR ID	TOTAL AREA	FIN AREA	APR. VAL	BLDG USE	MOD	GRD	G. FTR	N. RDE	RCN	E. ADJ	AYB	EYB	CD	NORM DEP	% GD	A. VALUE	CR	DEPR. BLDG VALUE - CARD	MARKET	
																			117,900	0
																			117,900	0

CLASS: 502  
 Vacant  
 STYLE:

TOTAL APPRAISED VALUE - PARCEL		TOTAL APPRAISED VALUE - CARD	
117,900	0	117,900	0
TOTAL PRESENT USE VALUE - LAND		TOTAL PRESENT USE VALUE - PARCEL	
0	0	0	0
TOTAL TAXABLE VALUE - PARCEL		TOTAL TAXABLE VALUE - CARD	
117,900	0	117,900	0

PRIOR APPRAISAL		PERMIT	
BLDG VALUE	OBX VALUE	DATE	NO.
0	0		
117,900	0		
0	0		
0	0		
117,900	0		

OFF. RECORD		DEED		INDICATE		
BOOK	PAGE	MO	YR	Q/U	V/I	SALES PRICE
00231	2324			0	V	0

HEATED AREA  
 NOTES  
 LRMK: MH 1/19/05 LRMK: MH 3/10/2010 LRMK: MH 08/25/2013  
 MAPJ: 2953.00

SUBAREA		RPL CS		TOTAL OB/XF VALUE	
TYPE	CS AREA				
				0	

LAND INFORMATION																		
HIGHEST AND BEST USE	USE CODE	PRICE METHD	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LN D MOD	COND FACT	ADJ FCTR	LAND UNIT PRICE	TOTAL LAND UNITS	UNIT TYPE	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES	
RESIDENTIAL UNDEVELOPED	91	33		0	0	1.0000	0	0.0000		15,000.00	5.190	AC	0.000	15,000.00	77900			
SUBDIVISION HOMESITE	93	33		0	0	1.0000	0	0.0000		40,000.00	1.000	AC	0.000	40,000.00	40000			
TOTAL MARKET LAND DATA												6.190				117900		

TOTAL PRESENT USE DATA  
 15198039006 (2854420) Group:0  
 12/8/2022 1:32:29 PM.





# ASHE COUNTY GOVERNMENT



Search

Results List

Details

Parcels

- Tax Bill ([/assets/Ashe/TaxBill/Han](#))
- Property Record Card (<https://gis.ashecountytax.com/ITSPublic/appraisalcard.asp>)
- Google Maps

Parcel Number: 151980: (https://gis.ashecountytax.com/ITSPublic/appraisalcard.asp)

Property Address:

Land Units: 6.19 AC

Neighborhood: RIVER

Fire District: FLEET

Legal Description: 6.190 A LOT 6 ADJ J... ROAD)

Owner: TILLEY IRIS M (TRUS... 7213 KEPLEY RD CHAPEL HILL, NC 27...

Ownership Type:

Book/Page: 00231/2 /ashe/d... page=2

Sale Year:

Sale Price: \$0

Plat Book/Page: / (/asse... /ashe/d... page=&

Land Value: \$117,90

Building Value: \$0

Other Value: \$0

Market Value: \$117,90

Deferred Value: \$0

Total Assessed Value: \$117,90

Zoom To

Clear







Search

Results List

Details

Parcels

- Tax Bill  
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Property Address:

Land Units: 6.19 AC

Neighborhood: RIVER

Fire District: FLEET

Legal Description:  
 6.190 A LOT 6 ADJ J (ROAD)

Owner:  
 TILLEY IRIS M (TRUST)  
 7213 KEPLEY RD  
 CHAPEL HILL, NC 27514

Ownership Type:

Book/Page: 00231/2  
 (/assets/districts/page=2)

Sale Year:

Sale Price: \$0

Plat Book/Page: (/assets/districts/page=&)

Land Value: \$117,90

Building Value: \$0

Other Value: \$0

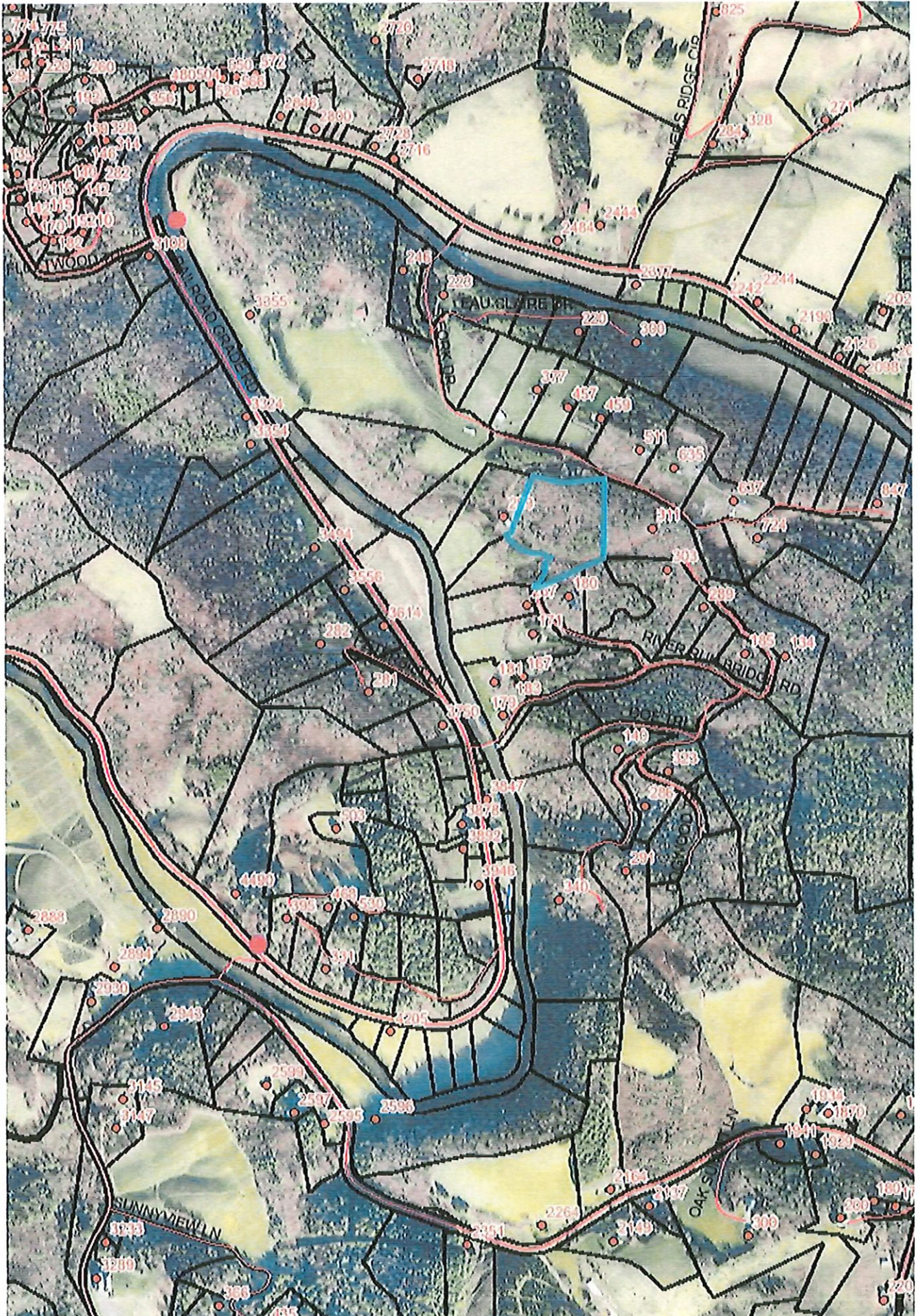
Market Value: \$117,90

Deferred Value: \$0

Total Assessed Value: \$117,90

Zoom To

Clear







**ASHE COUNTY TAX COLLECTOR**  
 150 GOVERNMENT CIRCLE, SUITE 2275  
 JEFFERSON, NC 28640-8963

**2022 PROPERTY TAX BILL**

TILLEY IRIS M (TRUSTEE)  
 7213 KEPLEY RD  
 CHAPEL HILL, NC 27517

**IMPORTANT INFORMATION**

**OFFICE LOCATION:** 150 Government Circle STE 2200  
 Jefferson, NC 28640  
**OFFICE HOURS:** Monday-Friday 8:00 am - 5:00 pm  
**PHONE NUMBERS:** Tax Collection (336) 846-5577  
 Valuation (336) 846-5554  
 Personal Property (336) 846-5551  
 Fax (336) 846-5564  
**WEBSITE:** <http://www.ashecounlytax.com>

**ASHE COUNTY E-SERVICE**

**PAY BY PHONE:** 1-888-869-3817  
**ON-LINE PAYMENTS:** <http://www.ashecounlytax.com>  
 Click on TAXPAYER SEARCH & PAY link  
**CREDIT CARD:** A processing fee applies.



YEAR	ACCOUNT#	BILL#	PARCEL ID	PERSONAL VALUE	REAL PROPERTY MARKET VALUE
2022	98714	37387	15198039006	0	117,900
SENIOR CITIZEN / DISABILITY / OTHER EXCLUSIONS		DEFERRED VALUE		TAXABLE VALUE	
0		0		117,900	
REAL PROPERTY DESCRIPTION			PERSONAL PROPERTY ITEMS		
6.190 A LOT 6 ADJ J W BLEDSOE OFF 1106 (NO ROAD)					
TAXING DISTRICT	RATE PER \$100 VALUE	AMOUNT DUE	<b>EARLY PAYMENT DISCOUNT INFORMATION:</b> An early payment discount of 2% will be applied to your current year taxes if paid by August 31st. This does not apply to solid waste, Town of Lansing, or delinquent amounts. The discount has been calculated for you.	<b>COUNTY OF ASHE, NC</b> <b>How Your Tax Dollar is Spent</b> <b>FISCAL YEAR 2022-2023</b>	
COUNTY TAX	0.5100	601.29		Debt Service	1.7%
FLEETWOOD FIRE	0.0400	47.16		Capital Projects	9.3%
CURRENT TAX YEAR		648.46		Cultural / Recreation	4.9%
<b>TOTAL DUE IF PAID BY 08/31/2022</b>				General Government	17.3%
			Social Services	19.7%	
			Other Human Services Appropriations	8.8%	
			Public Safety	20.0%	
			Education	14.7%	
			Economic & Physical Development	3.6%	
				100%	

**ALL PAYMENTS WILL BE APPLIED TO THE OLDEST BILL**

PLEASE DETACH & RETURN THIS PORTION WITH YOUR PAYMENT

**ASHE COUNTY TAX ADMINISTRATION 2022 PROPERTY TAX BILL**

PARCEL ID	15198039006	TAX YEAR	2022	CURRENT YEAR DUE	648.46
BILL #	37387	DUE DATE	9/1/2022	TOTAL DUE IF PAID BY 08/31/2022	648.46
ACCOUNT #	98714	INTEREST BEGINS AFTER	01/05/2023		

TO CHANGE YOUR MAILING ADDRESS,  
 PLEASE FILL IN YOUR NEW ADDRESS BELOW

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

TILLEY IRIS M (TRUSTEE)

7213 KEPLEY RD

CHAPEL HILL, NC 27517

**AMOUNT ENCLOSED** \$ \_\_\_\_\_

MAKE CHECK PAYABLE & REMIT TO:

**ASHE COUNTY TAX COLLECTOR**  
 150 GOVERNMENT CIR STE 2275  
 JEFFERSON NC 28640-8963

**Quitclaim Deed**

FILED in ASHE County, NC  
on Jul 29 1998 at 3:47:03 PM  
by SHIRLEY B WALLACE  
Register of Deeds  
BOOK 231 Pages 2324-2326

Page 1

RECORDING REQUESTED BY: Iris M. Tilley  
AND WHEN RECORDED MAIL TO:  
Iris M. Tilley  
4920 Farrington Road  
Chapel Hill, North Carolina 27514

SPACE ABOVE THIS LINE FOR RECORDERS USE  
EXEMPT-INTER SPOUSAL TRANSFER/TAX KEY # R&T 11911  
QUITCLAIM DEED

This Indenture made the 1st day of March, 1998.

Between Iris M. Tilley, the party of the First part, and Thomas Tilley, the party of the second part,

Witnessed: That the said party of the first part, in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS OF VALUE, lawful money of the United States of America, to Iris M. Tilley in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, does hereby release and forever QUITCLAIM unto the parties of the second part, and to His heirs and assigns, all of the land situated in the County of Ashe, State of North Carolina and bounded and described as follows, to-wit:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

Together with, all buildings and improvements located thereon, and with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

To have and to hold the said premises, together with the appurtenances, unto the party of the second part, and to His heirs and assigns forever.


In Witness Whereof the party of the first part has executed this conveyance the day and year above written.

Signed and Delivered in the Presence of

Iris M. Tilley  
Iris M. Tilley

State of North Carolina  
County of Durham

On March 1, 1998 before me Robert W. Cook, personally appeared <sup>Iris M.</sup> Thomas Tilley personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

Robert W. Cook  
Signature  


My Commission Expires: 2/16/2003  
Conveyance-Spousal Quitclaim- Page 1 of 1

TAX INFORMATION  
RECORDED  
dlr 07-24-98  
ASHE COUNTY  
TAX COLLECTOR



## EXHIBIT "A"

Thomas Tilley

Thomas Tilley hereby accepts and acknowledges the following:

Being a portion of the property conveyed to Frederic D. Seifer and wife, Deborah J. Castaro-Seifer in that certain Deed recorded in Deed Book 183, Page 43-45; and all the property recorded in Deed Book 101, Page 1469-1472, and Deed Book 103, Page 518-520 of the Ashe County Registry, and being more particularly described as follows:

BEGINNING on a fence post at the northeastern corner of Lot 6 of River Run, said post being South 70-50-50 East 0.20 feet from a 1/2 inch rebar found; thence with the Eastern and Southern line of Lot 6 and Lot 4 six courses: (1) South 06-24-24 West 483.68 feet to a 1/2 inch conduit found; (2) South 69-53-47 West 423.75 feet to a point; (3) North 77-37-10 West 45.00 feet to a 1/2 inch conduit found; (4) North 77-37-10 West 150.01 feet to a 1/2 inch conduit found; (5) South 70-03-00 West 393.03 feet to a cottonwood; (6) South 70-02-22 West 4.36 feet to a point on the East bank of the South Fork of the New River; thence with said East bank six courses: (1) North 03-30-11 West 60.02 feet to a point; (2) North 09-24-31 West 161.75 feet to a point; (3) North 21-33-46 West 77.03 feet to a cottonwood; (4) North 23-50-10 West 127.83 feet to a point; (5) North 45-14-43 West 92.48 feet to a point; (6) North 57-08-23 West 110.04 feet to a 1/2 inch rebar found; thence with the Western line two courses: (1) North 56-01-00 East 597.05 feet to a 1/2 inch rebar found; (2) North 55-51-41 East 173.00 feet to a point in the centerline of a proposed 60 foot right of way; thence with said centerline six courses: (1) South 65-24-01 East 62.24 feet to a point; (2) South 76-08-29 East 412.32 feet to a point; (3) South 53-11-54 East 146.46 feet to a point; (4) South 52-52-12 East 22.23 feet to a point; (5) South 47-13-26 East 30.15 feet to a point; (6) South 45-42-09 East 51.07 feet to a point; thence South 35-06-07 East 19.04 feet to the BEGINNING, containing 19.344 acres as calculated by coordinate geometry, from field data gathered by The Thomas Herman Company, NCRLS L-2633, dated November 6, 1995.

The above described property is a composite description of the following properties and is also described as follows:

- 1) All of Lots 4, 5, and 6 of River Run at the Foot Bridge on the South Fork as shown on the revised subdivision plat recorded in Plat Book 5, Page 253, Ashe County, North Carolina, Public Registry, together with a non-exclusive road right-of-way easement over and across the subdivision roads as shown on said subdivision plat.
- 2) A 2.530 acre tract, being the 6.510 acre tract described in Deed recorded in Deed Book 183, Page 43, Ashe County Public Registry, less and except a 3.980 acre tract conveyed in Book 103 at Page 521, to which deeds reference is hereby made.
- 3) A 2.895 acre tract as described in Deed recorded in Deed Book 103, Page 518, Ashe County Public Registry, to which deed reference is hereby made.

This conveyance is made subject to and there is also conveyed herewith the following:

- 1) Restrictive Covenants and other terms and conditions described in Declaration of Restrictions recorded in Deed Book 101, Page 1461, Ashe County Public Registry and Deed recorded in Book 101, Page 1469.
- 2) Restrictive Covenants and right of ways described in Restrictive Covenants for Southfork Hills recorded in Book 103, Page 33, and amended in Book 105, Page 1040, and Deed recorded in Book 103, Page 43, and Deed recorded in Book 103, Page 521, Ashe County Public Registry.
- 3) Road Maintenance fees for a 6.510 acre tract as set forth in Deed recorded in Deed Book 103, Page 521, Ashe County Public Registry.

This conveyance is made subject to Supplemental Declaration of Restrictions recorded in Deed Book 208, Page 2367, Ashe County Public Registry.



**Quitclaim Deed**

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on Jul 29 1998 at 3:47:03 PM  
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Register of Deeds  
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Iris M. Tilley

State of North Carolina  
County of Durham

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WITNESS my hand and official seal.

Robert W. Cook  
Signature

My Commission Expires: 2/16/2003  
Conveyance-Spousal Quitclaim- Page 1 of 1

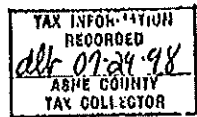


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- 2) Restrictive Covenants and right of ways described in Restrictive Covenants for Southfork Hills recorded in Book 183, Page 33, and amended in Book 185, Page 1840, and Deed recorded in Book 183, Page 43, and Deed recorded in Book 183, Page 521, Ashe County Public Registry.
- 3) Road Maintenance fees for a 6.510 acre tract as set forth in Deed recorded in Deed Book 183, Page 521, Ashe County Public Registry.

This conveyance is made subject to Supplemental Declaration of Restrictions recorded in Deed Book 208, Page 2367, Ashe County Public Registry.



NORTH CAROLINA

## Declaration of Restrictions

ASHE COUNTY

**RIVER RUIN**

KNOW ALL MEN BY THESE PRESENTS, that MJM Properties, a North Carolina General Partnership, (hereinafter called "Declarant"), does hereby covenant and agree to and with all persons, firms or corporations hereinafter acquiring any of the property below described:

Being all of the following tract of land as described in Plat Book 5- Page 253, Ashe County Registry, reference is hereby made for a more complete description.

WHEREAS the real property described in this deed is subjected to the protective covenants and restrictions hereby declared in order to insure the best use and most appropriate development and improvement of each tract thereof and for the benefit of the parcels or tracts located thereon (hereinafter called the "tracts"); to protect the owners of all other tracts against such improper use of the surrounding tracts as will depreciate the value of their property.

WHEREAS, the Property is subjected to these Covenants in order to insure the best use and the most appropriate development of the Property and the tracts located therein; to protect the owners thereof against such improper use of surrounding tracts as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the Property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to encourage and insure the highest and best development of the Property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on the Property; to prevent hazardous and inharmonious improvement of the Property; to secure and maintain an aesthetically pleasing quality of development and improvement of the Property, and thereby to enhance the values of the Property.

NOW THEREFORE, Declarant hereby declares that this property is hereby subject to the following restrictions as to the use thereof, running with said property or any part, parcel, or portion, by whomsoever owned, to wit:

1.-Architectural and Site Plan Review. No driveway, home, building, fence or other structure, including satellite antennas, solar collectors, radio receivers or transmitters, etc., whether portable, temporary, or permanent shall be constructed, erected, placed, altered, or changed on any tract until the proposed building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), landscaping plan, and construction schedule shall have been approved in writing by the Declarant, its successors or assigns. Upon written request by Property Owners for approval of plans, the Declarant shall have thirty (30) days to approve or disapprove the plans. In the event of failure to approve or disapprove within the thirty (30) days, said approval will not be required, provided the design of the proposed building is in harmony with existing structures in the area. Garages must be constructed of the same or compatible materials as specified for the dwelling. Refusal of approval of plans, location, or specifications may be based upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Declarant, shall deem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Declarant. One copy of all plans and related data shall be furnished the Declarant for its records. No residence shall be erected or allowed to remain on the granted premises that has less than one thousand (1000) square feet of heated floor space, exclusive of porches, decks, and garage. Developer may allow phased construction of a residence upon review of plans. No mobile homes will be allowed.

2. Siting. To assure that homes, buildings and other structures, if any, will be located so that desirable views and privacy will be available and maintained to the owners of tracts within the Property, and that buildings will be located with regard to the topography of each tract, taking into consideration the location of large trees, buildings previously built or approved pursuant to these Covenants for adjacent tracts and other aesthetic and environmental considerations, Declarant shall have the right to control and to decide the precise site and location of any buildings or other structures and driveway access within the Property. The location shall be determined only after reasonable opportunity is afforded the Property Owner to recommend a specific site. The pasture along the river will be sold subject to restrictions which will restrict its usage to agricultural purposes.

3. Tree and Bush Removal. No large trees measuring ten (10) inches or more in diameter at ground level may be removed without the written approval of the Declarant, unless located within ten (10) feet

of the main dwelling or accessory building or within ten (10) feet of the approved site for such building. Unless Declarant gives prior written approval, no trees shall be removed from any tract until the owner shall be ready to begin construction, following submission of building plans and approval of the same.

**4. Completion of Construction.** The exterior of all buildings and other structures must be completed within twelve (12) months after the construction of a particular building or structure shall have commenced, except where such completion is impossible or would result in great hardship to the Property Owner or builder due to strikes, fires, national emergency or natural calamities. Houses or other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. Substantially all of the landscaping shown in plans submitted to and approved by the Declarant must be completed within one (1) year of the initial occupancy.

**5. Minimizing Construction Disturbances.** During the continuance of construction, the Property Owner shall require the contractor to maintain the site of the building in a reasonably clean and uncluttered condition, and construction may not commence before 7:00 a.m. or be continued after 7:00 p.m. more than sixty (60) days a year, nor may construction activities take place on any Sunday. Declarant may waive the time and day restrictions if Declarant deems no undue nuisance is caused to any other Property Owner in the area.

**6. Service Yards.** All garbage receptacles, electric and gas meters, heat pump and air-conditioning equipment, clotheslines, water pumps, fuel tanks, equipment and service yards contents on the Property must be placed or stored in safe landscaped, fenced or screened-in areas to conceal them from the view on the roads, the river, and adjacent properties; or installed within the main dwelling house, within an approved accessory building or buried underground.

**7. Lights, Signs and Advertising Devices.** No "For Sale," commercial, promotional or advertising signs, lights, banners, flags or ornaments, whether mobile or fixed, may be erected or maintained on the Property by anyone except where approved in writing by the Declarant. Declarant reserves the right, after two (2) days' notice is given to the Property Owner, to enter upon the lands or premises of any Property Owner to remove any such nonconforming sign, light, banner, flag, ornament or advertising device at the expense of the owner thereof.

**8. Noxious and/or Offensive Activity.** No offensive or noxious activity shall be carried on upon the Property. "Offensive or noxious" activity or behavior shall include but not be limited to a public nuisance *per se* and shall also include any behavior which is inconsistent with both the reasonable pleasurable use of the Property by Property Owners and their reasonable expectations of vacationing, year-round living, studying, or working free of excessively noisy behavior disrespecting the rights of others, flashing or excessively bright lights (including automatic security lights which are of questionable value and if installed shall be limited in their automatic operation to no later than 10 P.M.), racing or loud vehicles (No motorcycles, mopeds, minibikes, ATVs, or go-carts may be operated on the roads within the development or on individual lots if they are loud enough to disturb adjoining landowners), significantly loud electronic music distractions, or other similar unreasonable behavior or activity curtailing or likely to curtail the reasonable pleasure and use of the Property by others who are not participating in such offensive or noxious activity. No exterior speaker, horn, whistle, bell or other sound device, except devices intended for use and used exclusively (and with reasonable regard for neighbors) for safety or security purposes, shall be located, used or placed upon any part of the Property without prior permission from Declarant. Any facility with mechanical or other equipment which creates unreasonable noise, odors, glare, vibrations or electrical disturbances beyond the property lines of the owner of such facility is prohibited. No open burning will be permitted. No hunting will be allowed within the Property. Hazardous chemicals such as those commonly used, by some growers, to control mites on christmas trees are extremely dangerous and as such will not be allowed within the development. Any animals, livestock, poultry, or household pets must be kept, maintained, and properly controlled by the owner so as to avoid becoming a nuisance (noise, odors, etc.) or danger to other property owners (notoriously dangerous dogs such as dobermans, pit bulls, chows, etc. will not be allowed). No part of said premises shall be used or occupied injuriously as to affect the use, occupation, or value of the adjoining premises for residential purposes (home based businesses are allowable with exceptions- i.e., used car lots, hogs or hog farms, dog kennels, etc.). The Declarant will retain the right to regulate which businesses are acceptable so long as Declarant owns property in the development, thereafter it shall be the responsibility of the POA. This approval must be in writing. ).

**9. Tenants** Any property owners desiring to rent their residences shall insure that such tenants are fully informed and familiar with these restrictive covenants and any other rules and regulations affecting the subject premises and shall insure that the tenants comply with the same.

**10. Easements.** Developers reserve unto themselves and their successors, a perpetual alienable and releasable easement over, upon, across, and under each tract for the erection, maintenance, installation, and use of electrical, telephone, cable television wires, cables, conduits, sewers, water



mains, and other suitable equipment for the conveyance and use of electrical, telephone, cable television wires, cables, conduits, sewers, water mains or other public utilities and conveniences. This reservation shall not be considered an obligation of Declarant to provide and maintain any such utility or service. The Developer may further cut drainways for surface water wherever and whenever such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety, and appearance. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. All drainage areas in the development are designed for the benefit of all property owners to accommodate the runoff of surface water, and no owner may alter or change any drainage area without the written approval of the Developer.

**11. Duty to Insure.**

(a) **Property Owners.** Each Property Owner shall insure his buildings for their replacement value against loss by fire or other hazards.

(b) **Repair or Replacement of Damaged or Destroyed Property.** In the event of damage or destruction by fire or other casualty to any building, the owner of such building shall, within thirty (30) days of the receipt of the insurance proceeds paid pursuant to an insurance policy covering such building but in no event later than six (6) months from the date of such damage or destruction either (i) commence reconstruction of the damaged or destroyed building, or; (ii) clear the tract upon which the damaged or destroyed building is located of all debris and reseed the entire tract. In the event: (i) restoration of the building is commenced but is terminated before completion of the building and such termination continues for a period of at least ninety (90) days; or (ii) the tract is not cleared of debris within thirty (30) days after commencement of clearance of the tract; or (iii) restoration or commencement of clearance of the tract does not occur within said six (6) month period, Declarant shall have the right to clear the tract of debris and reseed the tract. The cost of such repairs shall be an expense attributable to the tract and becomes an immediately due and payable special assessment against the tract collectible in the same manner as any other assessment.

In the event a tract shall be cleared and reseeded, then it shall be the obligation of the owner of such tract to continue to maintain the tract.

**12. Duty of Property Owners to Inform Declarant of Current Address.** Each Property Owner shall have the affirmative duty and obligation to inform Declarant in writing of any change of ownership of the Property, the Property Owner's current address, and of any known failure of the Property Owner to receive any information from the Declarant at the correct address of the Property Owner. No Property Owner may be excused from his obligations established in these Covenants if the Declarant mailed notice of such obligation, assessment, bill, statement, or other notice to the last address of said Property Owner which is recorded on the books of Declarant and for which Declarant has not received the Property Owner's current address or notice of change of ownership from the Property Owner.

**13. Enforcement.** Declarant shall have the right, but shall not be obligated, to proceed at law or in equity to require full and complete compliance with the terms of these Covenants or to prevent the violation or breach thereof. Violators shall be personally obligated to reimburse Declarant in full for all its direct and indirect costs or damages resulting from the violation or breach, including but not limited to legal fees and expenses incurred by Declarant in maintaining compliance with these Covenants, and such obligation shall also constitute a lien upon the property of any Property Owner in accordance with these Covenants.

Declarant retains an easement and license to enter upon any part of the Property, after reasonable notice, to engage in such repair, maintenance, upkeep or reconstruction as may be necessary to enforce compliance with these Covenants, and the full cost of such maintenance, repair, upkeep or reconstruction shall constitute a lien upon the Property Owner's property and shall be a personal obligation of the Property Owner in accordance with these Covenants.

**14. Subdivision and Replatting of Property.** No tract shall be subdivided, or its boundary line changed, except with the written consent of Declarant. Declarant hereby expressly reserves to itself, its successors, or assigns, the right to re-plot any tract shown on the plat of any said subdivision prior to its sale in order to create a modified building tract or tracts. The covenants herein shall apply to any of said modified tracts resulting from said subdivision as if the resulting tracts had been originally platted in such manner. No tract shall be used as access to other property not a part of River Run, except as approved by Declarant. Declarant, however, retains the right to add additional property to the development provided such additional property be subject to these Covenants.

**15. Membership, Notice, Voting Rights and Certain Obligations of Members of the River Run Property Owners Association, Inc.**

**General.** A property owner's association - River Run Property Owners Association, Inc., a non-profit corporation to be organized and to exist under the laws of the State of North Carolina (hereinafter

called the "POA") will be formed as soon as fifty percent of the acreage is sold and membership therein shall be mandatory. Each landowner, including Declarant shall have one vote for each tract owned. The purposes of said non-profit corporation shall be to promote the welfare of the Property Owners and the Property, to enforce these Covenants, to maintain the common properties and roads (those roads serving more than one tract of land in multiple ownership) within River Run, to fix, levy and collect payment of charges and assessments, to pay expenses in connection with the POA, and such other purposes as may be set forth in the Articles of Incorporation and By-Laws of the POA. Whether or not such a P.O.A. has been established, each property owner shall be responsible for his prorata share for the use, maintenance, and repair of the roads in the development. Repair of roads, bridges, and other improvements made necessary by damage created by construction equipment or resulting from events other than normal wear and tear shall become the immediate and sole obligation of the property owner responsible for such damage. For road maintenance, each tract owner's prorata share of maintenance shall be based on the number of tracts owned. Prior to the establishment of the POA, the Declarant shall be responsible for assessing these costs. For each tract the Declarant hereby covenants, each tract owner by acceptance of a deed hereafter is deemed to covenant and agree to pay any and all such assessments. As soon as fifty per cent (50%) of the tracts have been sold and conveyed, Declarant may cause the POA to be activated by the issuance of Membership Certificates to Property Owners. The POA may not be activated prior to the sale and conveyance of fifty per cent (50%) of the tracts unless agreed to by Declarant and by a majority vote of the Property Owners. Upon activation as aforesaid, the POA shall then assume management of the affairs of the Association. There shall be one (1) membership for each tract owned. At such time as the POA becomes active, a meeting shall be called of all Property Owners, the purpose of which shall be the adoption of By-Laws and election of the Board of Directors, all by majority vote of the Property Owners, voting in person or by proxy. The types or classes of members, voting rights, Board of Directors matters, etc. shall be determined by the By-Laws of the POA. Until the POA has become active and assumes the affairs of the Association, Declarant shall manage the affairs and make all decisions. Even after formation of the POA, Declarant shall retain the right of Siting and Architectural Review. Such approval rights shall belong solely to the Declarant, until such time as the Declarant no longer owns any property within said development, at which time such approval rights shall be the responsibility of the Property Owners Association, the formation of which is governed by these restrictions.

#### 16. COMMON PROPERTIES

**General.** Title to all Common Property within River Run shall be held by the River Run Property Owners Association, Inc. (the "POA"). All Common Property shall be devoted to and intended for the common use and enjoyment of the Property Owners, Declarant, their guests and invitees. Common Property will be deeded to the POA by Declarant upon formation of the POA.

**Extent of Members' Easements in Common Property.** Every member of the POA, and Declarant, shall have a right and easement of access, use and enjoyment in all Common Property and such easement shall be appurtenant to and shall pass with the title to every tract within the Property; provided, however, that the rights and benefits created hereby shall be subject to the rights and functions of Declarant and the POA as set forth in these Covenants and subject to such Rules and Regulations, as may from time to time be established by Declarant and/or the POA.

#### 17. ASSESSMENTS AND OTHER CHARGES

**A. Collection and Use of Assessments and Other Charges.** The assessments, fees, charges and liquidated damages described in these covenants or hereafter established by the River Run Property Owners Association, Inc. (the "POA") shall be collected by Declarant until activation of the POA as herein provided, and thereafter by the POA, and used exclusively for carrying out the functions described in these covenants and the By-Laws and/or the Rules and Regulations of the POA. The POA shall establish the various types, classes and categories of assessments applicable to the tracts within the Property and the Board of Directors of the POA shall annually establish a budget and fix the amount of the assessment against each Property Owner and give notice of assessments to every Property Owner subject thereto. Declarant shall not be subject to any assessments set forth herein or hereafter established for any property or tracts owned by Declarant.

**B. Standard Assessment.** Each Property Owner shall pay an annual assessment of Two Hundred Dollars (\$200.00) per tract owned until such time as Declarant activates the POA as herein provided, after which the POA shall establish the amount or type of the Standard Assessment (Each Property Owner who owns more than one tract shall be assessed as if they only own one tract until and unless more than one residence is built on these tracts).

**C. Time and Method of Payment of Assessments.** Any assessment year shall run from July 1, to June 30. For any assessment year, each Property Owner shall pay in advance, either annually or periodically, all annual assessments due on said property.

**D. Effect of Non-Payment of Assessments and Other Charges.** The following actions may be taken by the Declarant until activation of the POA as herein provided and thereafter by the POA in the event a



Property owner fails to make payment of any assessments set forth above or other charges and obligations when due:

(a) Interest on Late Payment. An interest charge at an ANNUAL PERCENTAGE RATE OF PRIME PLUS TWO PERCENT will be charged on all late payments of assessments.

(b) Personal Liability. If the assessment or charge is not paid within thirty (30) days after the past due date, the POA may bring an action at law or in equity against the Property Owner personally, and there shall be added to the amount of such assessment the cost of preparing and filing the legal documents in such action, and in the event a judgment order against the Property Owner is obtained, such judgment shall include interest on the assessment as provided in (a) above, reasonable attorney's fees and expenses to be fixed by the court and the costs of the action.

(c) Execution on Lien. Subject to Section 7-2 relating to subordination of the lien to mortgages and other encumbrances, the POA may execute its lien upon the subject property according to procedures prescribed by the law of North Carolina.

(d) Other Rights. In addition to the above, the POA shall reserve the rights it may have under and according to applicable law to attach and execute against any personal assets of a Property Owner in order to receive assessments due.

#### 18. DURATION, OBLIGATION, AND APPURTENANCY OF RIGHTS AND OBLIGATIONS CREATED HEREIN

Protection of Mortgages and Other Encumbrances. No violation or breach of, or failure to comply with, any provision of this Declaration and no action to enforce any such provision or to prevent a violation shall effect, defeat, render invalid or impair the lien of any mortgage, deed of trust or other lien on any property if such lien or deed of trust is taken in good faith and for value and is recorded prior to the time an instrument describing such property and listing the name or names of the owners of fee simple title to the property and giving the owners of fee simple title to the property and giving notice of a claimed violation, breach or failure to comply with the provisions of this Declaration as recorded. Any such violation, breach or failure to comply shall not affect, defeat, render invalid or impair the title or interest of the holder of any such mortgage, deed of trust or other lien for title or interest acquired by any purchaser upon foreclosure of any such mortgage, deed of trust or upon foreclosure of any such mortgage, deed of trust or other lien, nor shall the former owner's violation, breach or failure to comply result in any liability, personal or otherwise, of any mortgage holder or new owner resulting from foreclosure. Any such new owner on foreclosure shall, however, take subject to this Declaration with the exception of the former owner's violations hereof or failures to comply herewith respect to such new owner, his heirs, personal representatives, successors or assigns; provided, however, that any action of the new owner, after taking title to, or possession of, such property, which constitutes a violation shall cause such new owner to be subject to all assessments, charges, restraints, restrictions, burdens and obligation under the Covenants.

#### 19. INTERPRETATION AND CONSTRUCTION

Interpretation. In all cases, the provisions of this Declaration shall be given that reasonable interpretation or construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations of the Property, which will carry out the intent of the Declarant as expressed in the recitals of these Covenants, and which will preserve the Property as a situs for a high quality, attractive, well maintained, privately-governed commercial and residential resort community.

Contrary to the restrictive common law rule of construction, these Covenants shall by this Covenant be interpreted broadly to touch and concern the Property with recognition of modern, economic, land use planning and real estate finance and development principles, theories and practices. It is Declarant's intent, and all Property Owners who take subject to these Covenants do covenant and agree and are thereby estopped to deny, that any function of Declarant or the POA, and any other covenant, condition, restriction or obligation within these Covenants is intended to promote the use and enjoyment of the Property, is intended to foster the creation, preservation or enhancement of economic or intangible values associated with the Property, and does touch and concern, benefit and burden and run with the Property.

The provisions of these Covenants shall be given full force and effect notwithstanding the existence of any subsequently adopted zoning ordinance which allows a less restricted use of the Property.

20. These restrictions shall constitute covenants which shall attach to and run with the land, as provided by law, until December 31, 2020, and thereafter for successive periods of ten (10) years each unless prior to the end of such period all the owners of the property execute and file for registration in the Ashe County Public Registry, an instrument terminating or modifying these restrictions.

21. In the event of a violation or breach of any of these restrictions by the property owner or agent, the owners of property in the immediate neighborhood, or the subdivision, jointly or individually, shall have the right to proceed at law to compel a compliance to the terms hereof. Should the property owner or agent be found in violation or breach of these covenants all legal expenses shall be borne by the defendant property owner.

22. These restrictions will be recorded in the Office of the Register of Deeds for Ashe County, North Carolina, and will be incorporated in any conveyance or conveyances of the hereinabove described tract.  
23. Invalidation of any of the covenants by judgment or court order shall in no way affect any of the other provisions, and all of the other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, Mark Randall Sechrest, Managing Partner for MRM Properties, has hereunto set his hand and seal to this instrument, this the 19<sup>th</sup> day of September, 1991.

Mark Randall Sechrest (seal)

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

I, Linda P. Critcher a Notary Public of said County and State, do hereby certify that MARK SECHREST personally appeared before me this day and acknowledged the execution of the foregoing instrument.  
WITNESS my hand and official seal this 19<sup>th</sup> day of Septe, 1991.

My Commission expires:

8-19-94

Linda P. Critcher  
Notary Public

NOTARIAL SEAL

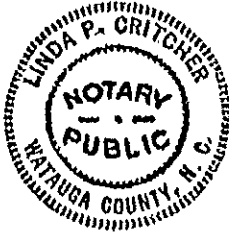




EXHIBIT A TO JOINDER AGREEMENT  
BETWEEN MJM PROPERTIES,  
A NORTH CAROLINA GENERAL PARTNERSHIP  
AND MONTY W. MATTHEWS AND WIFE, SUZANNE L. MATTHEWS

BEING all of Lot 1 of River Run at the Foot Bridge on the South Fork as shown on the revised subdivision plat recorded in Flat Book 5, Page 253, Ashe County, North Carolina, Public Registry, together with a non-exclusive road right-of-way easement over and across the subdivision roads as shown on said subdivision plat.

JOINDER AGREEMENT

THIS JOINDER AGREEMENT is made this 19th day of September, 1991, between MJM Properties, A North Carolina General Partnership, as Developer, and Monty W. Matthews, and wife, Suzonne L. Matthews, as owners of Lot 1 in the River Run Subdivision, under that certain deed for Lot 1 of River Run Subdivision as recorded in DB Page of the Ashe County Registry do hereby join in submitting all of their interests in and to the property described on Exhibit A attached hereto to the Restrictive Covenants for the RIVER RUN Subdivision.

IN WITNESS Whereof, they have hereto set their hands and caused this Joinder Agreement to be duly executed this 19th day of September 1991.

Mark R. Seehrest, Managing Partner for MTM Properties  
Monty W. Matthews  
Suzanne Louise Matthews  
by Monty W. Matthews, AIF

Signed and sealed before me this 19th day of September, 1991.

Phyllis M. Bare  
Notary Public

My commission expires 09-29-93.



NORTH CAROLINA, ASHE COUNTY

The foregoing certificate(s) of Phyllis M. Bare & Linda P. Critcher, both Notaries Public of the aforesaid stated Counties & States

is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Ashe County, North Carolina in Book 181, Page 1461-1468

This 19th day of September AD, 1991 at 1:22 o'clock P.M.

Shirley B. Wallace

**SHIRLEY B. WALLACE**  
Register of Deeds

Mary R. Hart, Deputy



BK 181, PG 1469

STATE OF NORTH CAROLINA  
Real Estate Excise Tax  
220.00  
SEP 1991  
NO. 19823

STATE OF NORTH CAROLINA  
Ashe County  
Office of Register of Deeds Filed for  
registration on the 19th day of  
September 91, at 1:23 o'clock P.M.  
and duly registered in said office this 19th day  
of September 91, in Book 181  
Page 1469-1472  
Shirley B. Wallace  
Register of Deeds

Mary R. Hart, Deputy  
Recording Time, Book and Page

Excise Tax \$220.00

Tax Lot No. .... Parcel Identifier No. ....  
Verified by ..... County on the ..... day of ....., 19 .....

Mail after recording to .....

This instrument was prepared by Miller and Moseley, Attys. at Law, P. O. Box 49, Boone, NC 28607

Brief description for the Index

**NORTH CAROLINA GENERAL WARRANTY DEED**

THIS DEED made this 17th day of September, 1991, by and between

**GRANTOR**  
MJM Properties, a North Carolina General Partnership

**GRANTEE**  
Frederic D. Seifer and wife,  
Deborah J. Castaro-Seifer  
310 State of Franklin Road  
Johnson City, TN. 37604

Enter in appropriate block for each party; name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Pine Swamp Township, Ashe County, North Carolina and more particularly described as follows:

THAT CERTAIN TRACT OF LAND AS DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

EXHIBIT A TO WARRANTY DEED  
 FROM MJM PROPERTIES, A NORTH CAROLINA GENERAL PARTNERSHIP  
 TO FREDERIC D. SEIFER AND WIFE, DEBORAH J. CESTARO-SEIFER  
 DATED SEPTEMBER 17, 1991

BEING all of Lots 4, 5 and 6 of River Run at the Foot Bridge on the South Fork as shown on the revised subdivision plat recorded in Plat Book 5, Page 253, Ashe County, North Carolina, Public Registry, together with a non-exclusive road right-of-way easement over and across the subdivision roads as shown on said subdivision plat.

This conveyance is made subject to the following:

1. Declaration of restrictive covenants recorded in Book 181, Page 1461, Ashe County, North Carolina, Public Registry.
2. Riverfront pasture is restricted to agricultural use only, said riverfront pasture being a portion of Lots 4 and 5 of River Run as shown on revised plat recorded in Plat Book 5, Page 253, Ashe County, North Carolina, Public Registry and being particularly described as follows:

BEGINNING on a cottonwood at the northwestern corner of said Lot 5; thence with the northwestern line of said Lot 5 North 36 degrees 50 minutes 55 seconds East 269.96 feet to a point; thence with a new line South 44 degrees 30 minutes 19 seconds East 259.38 feet to a 1/2 inch conduit found in the line between Lot 4 and Lot 5; thence with a new line South 23 degrees 18 minutes 18 seconds East 262.04 feet to a 1/2 inch conduit found in the southern line of Lot 4; thence with said southern line South 78 degrees 03 minutes 00 seconds West, passing through a cottonwood at 393.03 feet, for a total distance of 397.39 feet to a point on the eastern bank of the South Fork of the New River; thence with said eastern bank the following three courses and distances: One (1), North 03 degrees 38 minutes 11 seconds West 60.82 feet to a point; Two (2), North 09 degrees 24 minutes 31 seconds West 161.75 feet to a point and Three (3), North 21 degrees 33 minutes 46 seconds West 77.03 feet to the BEGINNING, containing 3.079 acres.

Agricultural use shall be deemed to include construction of a barn, gazebo, and pond.

3. Grantee, their heirs, successors and assigns, shall be entitled to subdivide Lot 5 of River Run as shown on the revised plat recorded in Plat Book 5, Page 253, Ashe County, North Carolina, Public Registry, subject to the following conditions.
  - (a) Said lot may only be subdivided one time, with the resulting lots comprising a minimum of one (1) acre each; and
  - (b) Developer shall retain the right to determine the house site on said lots in accordance with the Declaration of Restrictions.



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FILED	Sep 04, 2015
AT	01:27:31 pm
BOOK	00463
START PAGE	0782
END PAGE	0784
INSTRUMENT #	03711

## RIVER RUN ON THE SOUTHFORK PROPERTY OWNERS' ASSOCIATION, INC. Supplemental Rules and Restrictions

*last revised September 1, 2015*  
Page 1 of 2

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*While the by-laws expressly provide for the POA's Board of Directors to establish rules without a membership vote, the board has always sought consensus among the members so that these rules reflect the desires of the community at-large, rather than those of the board or its individual members. Rules, regulations and policies listed here were established either by the POA membership, or by the Declaration of Restrictions (covenants, conditions & restrictions) and reaffirmed, by majority vote at the annual members' meetings.*

- Before horses can be brought to the development, owners must present a certificate indicating a Coggins test has been performed with a negative result. (1995)
- Fine for improper cutting of trees set at \$250 per tree. (DECL, 1997)
- Fine for per day or per occurrence violations set at \$5. (1997)
- Businesses in River Run require Board approval. The context of "businesses" in the discussion establishing this rule was, beyond those mentioned in the Declaration of Restrictions, the operation of the River Farm Inn, i.e. lodging. (DECL, 2000)
- Burn piles for the purposes of disposal of trash, construction debris, yard waste (leaves, limbs, branches, trees) are prohibited. (DECL, 2001)
- Board must be notified of any changes in property ownership; notification must include the name and mailing address of the new owner. (DECL, 2001)
- Fine for violations of Declaration of Restrictions, items #1, and #2 (Architectural and Site Plan Review, and Siting, respectively) set at \$500. This applies to approval for new

*Following each rule, is the annual meeting year(s) the rule was established or discussed and reaffirmed; a rule established in the Declaration of Restrictions is designated with DECL.*

RIVER RUN ON THE SOUTHFORK  
PROPERTY OWNERS' ASSOCIATION, INC.  
Supplemental Rules and Restrictions

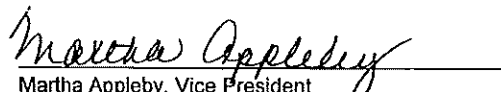
*last revised September 1, 2015*

Page 2 of 2

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- construction and alterations to existing residences and structures. (2001)
- Construction crews may not arrive on site, nor begin work earlier than 7 a.m. (2002, 2003)
  - Special assessment when, or if, River Farm Inn (Lot 1) resumes operating as a lodging business, amount of which is base annual assessment multiplied by the number of rental units. (2006)
  - Special assessment for new construction, additions, or any project the scope of which requires a construction permit. Amount is currently \$1500. (2006)
  - River Run is intended to be an owner-occupied development where owners are directly responsible for their properties. If an owner decides to rent their property they are permitted to do so, but they must be personally responsible for conducting the rental. Property owners conducting such rentals must provide their direct contact telephone number(s) to the POA and be available on a 24-hour basis for the duration of the rental. The use of rental property management companies is not allowed; however, the Board may make an exception, after review, for long-term (six months or longer) rentals. (2008, 2009, 2010, 2015)

Submitted by:



Martha Appleby, Vice President  
River Run on the Southfork  
Property Owners' Association, Inc.

*Following each rule, is the annual meeting year(s) the rule was established or discussed and reaffirmed; a rule established in the Declaration of Restrictions is designated with DECL.*



STATE OF NORTH CAROLINA  
COUNTY OF ASHE

I, IRMA O ROOP a Notary Public for said County and State, do certify that, Martha Blount Appleby, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 4 day of Sept, 2015.

Irma O. Roop  
Notary Public

My commission expires: 2/18/2017

NOTARIAL SEAL:

Irma O Roop  
Notary Public  
Ashe County, NC  
My Commission Expires Feb. 18, 2017

BK 185, Pg 1848

NORTH CAROLINA  
ASHE COUNTY

AMENDED RESTRICTIVE COVENANTS  
AND RESTRICTIONS AGREEMENT  
AFFECTING SOUTHFORK HILLS  
SUBDIVISION, a development  
in Old Fields Township, Ashe  
County, North Carolina

The undersigned, being all of the owners of lots within Southfork Hills Subdivision hereby agree that the prior Restrictive Covenants and Restrictions Agreement affecting this development are hereby cancelled and rendered null and void, the same appearing of record in the Ashe County Public Registry in Book 183, at pages 33-36, and in lieu of said original Restrictive Covenants and Restrictions Agreement, the following is hereby adopted:

1. No dwelling shall be erected or allowed to remain on said property that has less than 850 square feet of heated floor space.

2. No building shall be erected or allowed to remain upon the granted premises on any lot or tract which is less than one-half ( $\frac{1}{2}$ ) acre in size, and no building shall be erected which is closer than fifteen (15) feet from any street right of way or closer than ten (10) feet from the property line of any adjoining lot or tract. In order to assure that houses will be located with regard to the topography on each individual lot or tract and adjoining lot or tract, the precise site and location of any building shall be approved in writing by Southfork Lands, Inc. or by the Southfork Hills Property Owners Association when the same may be formed.

3. No building shall be erected upon the granted premises which has cinder blocks or concrete blocks visible from the exterior of such building nor shall any building be erected thereon with exterior asphalt or asbestos siding or cobble or creek stone.

4. No mobile homes, house trailers, tents or junk or inoperable motor vehicles shall be allowed upon any granted lot or tract, if the same is visible from any street right of way within said development. No building of a temporary character shall be erected or allowed to remain on said property for a continuous period in excess of three (3) months unless approved by Southfork Lands, Inc. or by Southfork Hills Property Owners Association when the same is formed.

5. When the construction of a building is commenced by the owner of any lot or tract in said development, the exterior construction of said



PAGE TWO

building shall be completed and said structure shall be ready for occupancy within twelve (12) months from the date construction is started.

6. No animals, livestock or poultry, with the exception of domestic pets and horses, shall be kept or maintained on said property except that in addition to domestic pets and horses, mules may also be kept and maintained on that certain tract of land containing 6.518 acres which is presently owned by Frederic D. Seifer and wife, Deborah J. Cestaro-Seifer.

7. Each person or persons erecting a residence on said property shall install a septic tank or water system in accordance with the rules, regulations and specifications as approved by the North Carolina Department of Public Health and State Stream Sanitation Department.

8. The owners of any granted lot or lots agree that they will maintain their respective premises in a neat, presentable and attractive condition, including but not limited to, the keeping of garbage in closed containers, the cutting of grass and weeds, and the removal from the premises of trash and debris; and said property owners further agree that when deemed necessary by the developers, Southfork Hills Property Owners Association, or its successors, heirs and assigns, that said developers may perform or cause to be performed the above maintenance work, and the owners agree to reimburse said developers for all expense incurred in the performance of said maintenance work on their individual premises.

9. No part of said premises shall be used or occupied injuriously as to affect the use, occupation or value of the adjoining or adjacent premises for residence purposes, or the neighborhood wherein said premises are situated.

10. All owners of lots or tracts within the development shall pay an annual assessment of not less than Two Hundred (\$200) Dollars per year to be used for the maintenance and upkeep of all development lots. This lot maintenance shall be payable to Southfork Lands, Inc., until such time as the Southfork Hills Property Owners Association is formed and at such time all owners of lots or tracts shall become members of said property owners association and shall be subject to all assessments and rules and regulations as may be adopted by said property owners association. In

PAGE THREE

the event that any owner or owners should re-subdivide any lot or tract and a dwelling shall be constructed upon said subdivided lot or tract, the owner of said dwelling and land shall be subject to the same road maintenance fee and obligation to become a member of the Southfork Hills Property Owners Association as all other owners of lots or tracts within said development.

11. Invalidation of any one or more of the foregoing covenants by judgment, court order or otherwise shall in no way affect any of the other covenants or restrictions herein set forth, and they shall remain in full force and effect.

The above covenants and restrictions are placed on the property hereinabove set forth as a part of a general plan of development for the benefit of all owners of the property hereinabove specified within said development, and said covenants are and shall be binding upon the present owners of said lands, their successors, heirs and assigns and shall be covenants running with the land, binding on all future owners of said tracts.

All covenants and restrictions herein set forth shall remain with the land and be binding on all parties and persons claiming under them until and including 31 December 2020 and after said initial period, said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the owners of a majority of the lots or tracts of land herein affected by this instrument has been recorded in the Office of the Register of Deeds for Ashe County agreeing to a modification or change of the same in whole or in part.

This 25<sup>th</sup> day of March, 1992.



ATTEST:

Jimmy R. Miller  
Jimmy R. Miller, Assistant Secretary

SOUTHFORK LANDS, INC.

By: Charles F. Pritchard (SEAL)  
Charles F. Pritchard, President

Larry Thomas Watson (SEAL)  
Larry Thomas Watson



VANNOY & REEVES  
ATTORNEYS AND COUNSELLORS AT LAW  
P. O. BOX 393  
WEST JEFFERSON, NORTH CAROLINA 28694

BK 183 - PG 43

STATE OF NORTH CAROLINA  
Ashe County  
Office of Register of Deeds Filed for  
registration on the 18th day of  
December 1991, at 9:56 o'clock A.M.  
and duly registered in said office this 18th day  
of December 1991, in Book 183  
Page 43-45



Shirley B. Wallace  
Register of Deeds  
*Ann M. Woodie, Deputy*

Excise Tax \$72.00

Recording Time, Book and Page

Tax Lot No. .... Parcel Identifier No. ....  
Verified by ..... County on the ..... day of ....., 19 ....  
by .....

Mall after recording to .....

This instrument was prepared by VANNOY & REEVES BY: *[Signature]*  
Brief description for the Index Jimmy D. Reeves

**NORTH CAROLINA GENERAL WARRANTY DEED**

THIS DEED made this 16th day of December, 19 91, by and between

GRANTOR

GRANTEE

SOUTHFORK LANDS, INC.

FREDERIC D. SEIFER and wife,  
DEBORAH J. CESTARO-SEIFER  
113 Southwest Avenue  
Johnson City, TN 37601

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Old Fields Township, Ashe County, North Carolina and more particularly described as follows:

See Schedule "A" hereto attached.

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SCHEDULE "A"

A certain tract of land containing 6.518 acres according to a survey by Randy G. Rhodes, Registered Land Surveyor No. L-3094, located in Old Fields Township, Ashe County, North Carolina, bounded on the north and east by Southfork Lands, Inc., on the south by M.J.M. Properties (Book 169, page 729) and on the west by J. W. Bledsoe (Book H-3, page 350), and described as follows according to a boundary survey dated April, 1991:

BEGINNING on a 1/2" rebar at an oak stump in the eastern line of the Bledsoe property, said iron being the western most corner of the Southfork Lands, Inc. property; thence with the Bledsoe line, N 09-13-40 E 84.74 feet to a point, referenced by a 1/2" rebar located N 63-57-57 W 9.39 feet; thence with a division line S 63-57-57 E 299.83 feet to a 1/2" rebar, S 63-57-57 E 37.30 feet to the centerline of a proposed 60.00' right of way; thence with the centerline of said proposed road, S 07-45-05 E 324.76 feet, S 38-28-54 E 85.35 feet, S 70-47-52 E 66.29 feet, S 70-26-36 E 29.93 feet, S 44-35-24 E 177.02 feet, S 65-13-27 E 64.05 feet, S 75-57-55 E 412.32 feet, S 53-01-20 E 146.46 feet, S 52-41-38 E 22.23 feet, S 47-02-52 E 30.15 feet, S 45-31-35 E 51.07 feet; thence leaving road S 34-55-33 E 19.04 feet to a 1/2" rebar in River Run Subdivision line (M.J.M. Properties); thence with said line S 89-31-59 W 250.40 feet to a 1/2" rebar, N 73-07-37 W 190.77 feet to a 1/2" rebar, N 69-45-46 W 279.07 feet to a 1/2" rebar found at a locust, Bledsoe's corner; thence with said line N 64-06-16 W 252.93 feet to a 1/2" rebar, N 52-00-55 W 94.35 feet to a 1/2" rebar, N 44-09-22 W 52.02 feet to a 1/2" rebar, N 24-54-06 W 612.39 feet to the point of BEGINNING, inclusive of the right of way of the proposed 60.00' roadway.

This conveyance is made subject to that certain Restrictive Covenants and Restrictions Agreement which appears of record in the Ashe County Public Registry in Book 183, at pages 33-36, to which reference is hereby made for a complete recital of said covenants and restrictions.

There is also conveyed unto the Grantees, their heirs and assigns, an easement of right of way from NCSR #1106 over a proposed 60.00' right of way described as follows:

BEGINNING on a point in the centerline of NCSR #1106; thence with the centerline of a proposed 60.00' right of way, S 43-57-20 W for a distance of 167.20 feet to a point; thence S 46-55-42 W for a distance of 101.17 feet to a point; thence S 45-30-31 W for a distance of 58.71 feet to a point; thence S 37-04-38 W for a distance of 57.79 feet to a point; thence S 14-48-28 W for a distance of 59.09 feet to a point; thence S 04-09-35 W for a distance of 133.41 feet to a point; thence S 14-53-43 E for a distance of 63.99 feet to a point; thence S 06-25-25 E for a distance of 72.23 feet to a point; thence S 00-47-05 W for a distance of 59.37 feet to a point; thence S 07-45-05 E for a distance of 430.29 feet to a point; thence S 38-28-54 E for a distance of 85.35 feet to a point; thence S 70-47-52 E for a distance of 66.29 feet to a point; thence S 70-26-36 E for a distance of 29.93 feet to a point; thence S 44-35-24 E for a distance of 177.02 feet to a point; thence S 65-13-27 E for a distance of 64.05 feet to a point; thence S 75-57-55 E for a distance of 412.32 feet to a point; thence S 53-01-20 E for a distance of 97.07 feet to the southeast corner of a 2.51 acre tract.

There is RESERVED unto the Grantor, its successors and assigns, an easement of right of way over and across the aforementioned proposed 60.00' roadway; said right of way to be 60.00' in width, 30.00' in width on each side of the centerline of said proposed roadway.

There is also RESERVED unto the Grantor, its successors and assigns, a perpetual easement to obtain water from that certain spring and reservoir located on the above-described property, together with the right to enter upon said lands for the purposes of inspecting, maintaining and repairing said spring, reservoir and water lines leading from the same to the residence located on that certain tract of land which, by a deed of even date herewith, is being conveyed to Douglas M. Rudersdorf and wife, Elizabeth B. Rudersdorf; provided, however, that the Grantees herein, or their heirs or assigns, shall have no financial responsibility or liability in connection with the maintenance of the aforementioned spring and reservoir.

Other than the water right hereinabove specifically reserved for the benefit of Douglas M. Rudersdorf, et ux., their heirs and assigns, the Grantor hereby quitclaims any further interest it has in the water rights to the aforementioned spring, covenants to take no intentional action which would disrupt the flow of the aforementioned spring, and will allow the placement and maintenance of a fence line placed as close as physically possible to the spring source and between the aforementioned spring source and the roadway.



The property hereinabove described was acquired by Grantor by instrument recorded in .....

A map showing the above described property is recorded in Plat Book ..... page.....

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.

And 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 title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the 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.

SOUTHFORK LANDS, INC. (Corporate Name)
BY: Charles J. ... President
ATTEST: ... Secretary (Corporate Seal)
USE BLACK INK ONLY (SEAL) (SEAL) (SEAL) (SEAL)

NORTH CAROLINA, ... County.
I, a Notary Public of the County and State aforesaid, certify that ... Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this ... day of ... 19... My commission expires ... Notary Public

FLORIDA ... Broward ... County.
I, a Notary Public of the County and State aforesaid, certify that Thomas ... Secretary of Southfork Lands, 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 him as its Secretary. Witness my hand and official stamp or seal, this 12 day of December, 1991. Notary Public State of Florida, My commission expires 5-10-95. Mario Jude Indiviglio

The foregoing Certificate(s) of Mario Jude Indiviglio, a Notary Public of the State of Florida At Large

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Shirley B. Wallace REGISTER OF DEEDS FOR Ashe COUNTY
By Ann M. ... Deputy Register of Deeds

STATE OF NORTH CAROLINA  
Ashe County

BK 183, <sup>pg</sup> 521

Office of Register of Deeds Filed for  
registration on the 31st day of  
December, 1991, at 2:21 o'clock P.M.  
and duly registered in said office this 31st day  
of December 1991, in Book 183  
Page 521-523

Shirley B. Wallace  
Register of Deeds

*Ann. M. Hord* Deputy

*-0- P.S.*  
Mail after recording to: JAMES EARL BLEDSOE husband, and wife RUBY D. BLEDSOE  
Rt.1 Box 13 Fleetwood, NC 28628

This instrument was prepared by: GRADY LONON, Attorney at Law  
Post Office Box 422  
Jefferson, North Carolina 28640

## NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED is made today, December 31, 1991 by and between:

GRANTOR	GRANTEE
<p>FREDERIC D. SEIFER husband, and wife DEBORAH J. CESTARO-SEIFER by Attorney in Fact, FREDERIC D. SEIFER</p>	<p>JAMES EARL BLEDSOE husband, and wife RUBY D. BLEDSOE</p>

The designations 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, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Old Fields Township, Ashe County, North Carolina and more particularly described as follows:

See ATTACHMENT "A"

This property is subject to those certain Restrictive Covenants and Restrictions Agreement of record in Book 183, pages 33-36 and the reservation of water right as recorded in Book 183, page 43-45, Ashe County Registry, said documents incorporated as though fully set out herein. There is also conveyed herein that certain right of way from HCSR #1106 as set forth in deed of record in Book 183, pages 43-45, said document incorporated by reference as though fully set out herein.

Grantor covenants and agrees to pay any road maintenance fees due under the above-referenced Restrictive Covenants and Restrictions Agreement for the entire 6.518 acre tract Grantor purchased from SOUTHFORK LANDS, INC. by deed of record in book 183 pages 43-45, said document incorporated by reference as though fully set out herein, during the lifetime of the survivor of LARRY JAMES BLEDSOE and the now-living children of LARRY JAMES BLEDSOE for so long as LARRY JAMES BLEDSOE or at least one of his children is the record owner of the land herein conveyed.

By signing this deed, Grantor covenants that all persons and firms who have provided labor, services or materials to the property hereinabove described have been paid in full and that there are no claims outstanding which would entitle the holder thereof to claim a lien against the property hereinabove described.

The property hereinabove described was acquired by Grantor by instrument recorded in book 183 pages 43-45.

GRADY LONON, Attorney at Law, P.O. Box 422, Jefferson, N.C. 28640 (919)246-7165



## ATTACHMENT "A"

## LEGAL DESCRIPTION

A certain tract of land containing 3.980 acres according to a survey by Randy G. Rhodes, Registered Land Surveyor No. L-3094, located in Old Fields Township, Ashe County, N.C., bounded on the north and east by Charles Prichard, on the south by Seifer and on the west by J.W. Bledsoe (DB H-3 page 350) and described as follows according to a boundary survey dated April, 1991:

BEGINNING on a 1/2 inch rebar at an oak stump in the eastern line of the Bledsoe property, said iron being the westernmost corner of the grantors property; thence with the Bledsoe line N 09-13-40 E 84.74 feet to a point, referenced by a 1/2 inch rebar located N 63-57-57 W, 9.39 feet; thence with a division line S 63-57-57 E 299.83 feet to a 1/2 inch rebar; S 63-57-57 E 37.30 feet to the centerline of a proposed 60.00 feet right of way; thence with the centerline of said proposed road S 07-45-05 E 324.76 feet; S 38-28-54 E 85.36 feet; S 70-47-52 E 66.29 feet; S 70-26-36 E 29.93 feet; S 44-35-24 E 177.02; S 65-13-27 E 1.81 feet thence leaving road S 56-01-01 W 172.97 feet to a 1/2 inch rebar, Bledsoe's corner; thence with said line N 64-06-16 W 151.48 feet to a 1/2 inch rebar; N 52-00-55 W 94.35 feet to a 1/2 inch rebar; N 44-09-22 W 52.02 feet to a 1/2 inch rebar; N 24-54-06 W 612.39 feet to the point of BEGINNING.

Acreage is inclusive of the right of way of the proposed 60.00 feet roadway, of which grantor excepts and reserves; there is also conveyed an easement of right of to NCSR 1106 over the proposed 60.00 feet roadway, said right of way described as follows:

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, except for the exceptions hereinafore stated.

And 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 title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafore stated.

IN WITNESS WHEREOF, the 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.

*[Signature]* (SEAL) \_\_\_\_\_ (SEAL)  
FREDERIC D. SEIFER

*[Signature]* (SEAL) \_\_\_\_\_ (SEAL)  
DEBORAH J. CESTARO-SEIFER

(Affix Seal Below) STATE OF NORTH CAROLINA, ASHE COUNTY.

SHERRIE SEVERT  
Notary Public  
Ashe County  
North Carolina

I, a Notary Public of the County and State aforesaid, certify that FREDERIC D. SEIFER husband, and wife DEBORAH J. CESTARO-SEIFER by Attorney in fact, FREDERIC D. SEIFER, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 31st day of December, 1991.

My commission expires 4-22-96 *[Signature]*  
(Notary Sign Above)

NORTH CAROLINA - ASHE COUNTY  
The foregoing Certificate(s) of Sherrie Severt, a Notary Public of Ashe County, NC

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof. SHIRLEY S. WALLACE, Register of Deeds for Ashe County.  
By: *[Signature]* Deputy/Assistant - Register of Deeds

NORTH CAROLINA  
ASHE COUNTY

RESTRICTIVE COVENANTS AND  
RESTRICTIONS AGREEMENT  
AFFECTING SOUTHFORK HILLS  
SUBDIVISION, a development  
in Old Fields Township, Ashe  
County, North Carolina

1. No dwelling shall be erected or allowed to remain on said property that has less than 850 square feet of heated floor space.

2. No building shall be erected or allowed to remain upon the granted premises on any lot or tract which is less than one-half ( $\frac{1}{2}$ ) acre in size, and no building shall be erected which is closer than fifteen (15) feet from any street right of way or closer than ten (10) feet from the property line of any adjoining lot or tract. In order to assure that houses will be located with regard to the topography on each individual lot or tract and adjoining lot or tract, the precise site and location of any building shall be approved in writing by Southfork Lands, Inc. or by the Southfork Hills Property Owners Association when the same may be formed.

3. No building shall be erected upon the granted premises which has cinder blocks or concrete blocks visible from the exterior of such building nor shall any building be erected thereon with exterior asphalt or asbestos siding or cobble or creek stone.

4. No mobile homes, house trailers, tents or junk or inoperable motor vehicles shall be allowed upon any granted lot or tract, if the same is visible from any street right of way within said development. No building of a temporary character shall be erected or allowed to remain on said property for a continuous period in excess of three (3) months unless approved by Southfork Lands, Inc. or by Southfork Hills Property Owners Association when the same is formed.

5. When the construction of a building is commenced by the owner of any lot or tract in said development, the exterior construction of said building shall be completed and said structure shall be ready for occupancy within twelve (12) months from the date construction is started.

6. No animals, livestock or poultry shall be kept or maintained on the said property except that horses and/or mules may be kept and maintained on that certain tract of land containing 6.518 acres which is the subject of a present proposed conveyance from Southfork Lands, Inc., to Frederic D. Seifer and wife, Deborah J. Cestaro-Seifer.



PAGE TWO

7. Each person or persons erecting a residence on said property shall install a septic tank or water system in accordance with the rules, regulations and specifications as approved by the North Carolina Department of Public Health and State Stream Sanitation Department.

8. The owners of any granted lot or lots agree that they will maintain their respective premises in a neat, presentable and attractive condition, including but not limited to, the keeping of garbage in closed containers, the cutting of grass and weeds, and the removal from the premises of trash and debris; and said property owners further agree that when deemed necessary by the developers, Southfork Hills Property Owners Association, or its successors, heirs and assigns, that said developers may perform or cause to be performed the above maintenance work, and the owners agree to reimburse said developers for all expense incurred in the performance of said maintenance work on their individual premises.

9. No part of said premises shall be used or occupied injuriously as to affect the use, occupation or value of the adjoining or adjacent premises for residence purposes, or the neighborhood wherein said premises are situated.

10. All owners of lots or tracts within the development shall pay an annual assessment of not less than Two Hundred (\$200) Dollars per year to be used for the maintenance and upkeep of all development lots. This lot maintenance shall be payable to Southfork Lands, Inc., until such time as the Southfork Hills Property Owners Association is formed and at such time all owners of lots or tracts shall become members of said property owners association and shall be subject to all assessments and rules and regulations as may be adopted by said property owners association. In the event that any owner or owners should re-subdivide any lot or tract and a dwelling shall be constructed upon said subdivided lot or tract, the owner of said dwelling and land shall be subject to the same road maintenance fee and obligation to become a member of the Southfork Hills Property Owners Association as all other owners of lots or tracts within said development.

11. Invalidity of any one or more of the foregoing covenants by judgment, court order or otherwise shall in no way affect any of the other

PAGE THREE

covenants or restrictions herein set forth, and they shall remain in full force and effect.

The above covenants and restrictions are placed on the property hereinabove set forth as a part of a general plan of development for the benefit of all owners of the property hereinabove specified within said development, and said covenants are and shall be binding upon the present owners of said lands, their successors, heirs and assigns and shall be covenants running with the land, binding on all future owners of said tracts.

All covenants and restrictions herein set forth shall remain with the land and be binding on all parties and persons claiming under them until and including 31 December 2020 and after said initial period, said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the owners of a majority of the lots or tracts of land herein affected by this instrument has been recorded in the Office of the Register of Deeds for Ashe County agreeing to a modification or change of the same in whole or in part.

This 16th day of December, 1991.

SOUTHFORK LANDS, INC.

By: Charles F. Pritchard (SEAL)  
Charles F. Pritchard, President



ATTEST:

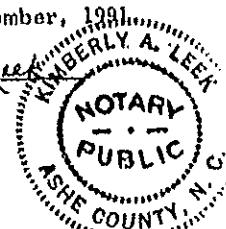
Jimmy R. Miller  
Jimmy R. Miller, Assistant Secretary

NORTH CAROLINA  
ASHE COUNTY

This day personally appeared before the undersigned Notary Public, in and for said County and State, Jimmy R. Miller, and acknowledged that he is Assistant-Secretary of Southfork Lands, 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 him as its Assistant-Secretary.

WITNESS my hand and notarial seal this 16th day of December, 1991.

Kimberly A. Leek  
NOTARY PUBLIC



My Commission Expires: 9/7/94

## NORTH CAROLINA, ASHE COUNTY

The foregoing certificate(s) of Kimberly A. Leek,  
a Notary Public of Ashe County, NC

\_\_\_\_\_ is (are) certified to be correct. This instrument was presented  
 for registration this day and hour and duly recorded in the office of the Register of  
 Deeds of Ashe County, North Carolina in Book 183, Page 33-36  
 This 10th day of December, A.D., 1991 at  
9:53 o'clock A.M.

Shirley B. Wallace

SHIRLEY B. WALLACE  
 Register of Deeds

*Ann M. Woodie, Deputy*



STATE OF NORTH CAROLINA  
COUNTY OF ASHE

SUPPLEMENTARY DECLARATION OF  
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS (the "Supplementary Declaration") is made as of this 24 day of November, 1995, by MJM Properties, a North Carolina partnership (the "Developer"), and Frederic D. Seifer and wife, Deborah J. Gestaro-Seifer (hereinafter referred to as "Owners");

W I T N E S S E T H:

WHEREAS, Developer heretofore filed a Declaration of Covenants and Restrictions for the River Run development with the Register of Deeds of Ashe County, North Carolina as recorded in Book 181 at Page 1461 ("Declaration") thereby submitting the property described therein to the covenants, conditions, restrictions, easements, charges and liens therein set forth, all of which are for the benefit of said property and each owner thereof; and

WHEREAS, the Owners are the owners of an approximately 2.895 acre tract of land located in Ashe County, North Carolina set forth and described in Deed recorded in Book 183 at Page 518, Ashe County Registry (the "Property"), which tract adjoins and is contiguous to the River Run Development and Lots 4, 5 and 6, River Run development (the "Lots"); and

WHEREAS, Owners desire to sell and convey said Property and Lots to Thomas E. Tilley and wife Iris M. Tilley (the "Purchaser"); and

WHEREAS, as part of the consideration for said conveyance the Purchaser has required that the Property be granted legal access by the River Run subdivision roads and said Lots; and

WHEREAS, as part of the consideration for said conveyance the Owners have requested that the Property be restricted against residential construction; and

WHEREAS, pursuant to Paragraph 14 of the Declaration, the Developer has reserved the right to approve access to property outside the River Run development over tracts and property subject to the Declaration; and

WHEREAS, Developer and Owners are desirous of subjecting the the Property to said restriction and providing access thereto over and across the Lots;

NOW, THEREFORE, Developer and Owners for themselves, their heirs, successors and assigns, and for their future grantees, and their heirs, successors and assigns, hereby do declare that access to the Property shall be over and across the River Run subdivision roads and Lots 4, 5 and 6, River Run, as shown on the plat thereof recorded in Plat Book 5 at Page 253, Ashe County Registry and that said Property shall hereafter be restricted against residential construction by Purchaser, their heirs, successors or assigns in the Ashe County Registry and the Property and Lots shall be held, transferred and sold and conveyed subject to this Supplementary Declaration.

This Supplementary Declaration shall run with the title to the Property and the Lots and be binding for and during the period the River Run Declaration shall remain in force and effect.

IN WITNESS WHEREOF, the undersigned have caused their hand and seals to be set as of the day and year first above written.

MJM PROPERTIES, A NORTH CAROLINA GENERAL PARTNERSHIP

By: Mark Randall Sechrest  
Mark Randall Sechrest, Managing Partner

OWNERS:

[Signature] (SEAL)  
Frederic I. Seifer  
[Signature] (SEAL)  
Deborah J. Cestaro-Seifer

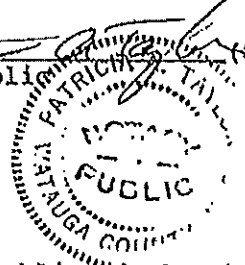
STATE OF North Carolina  
COUNTY OF Watauga

I, Patricia A. Taylor, a Notary Public, do hereby certify that Mark Randall Sechrest, General Partner of MJM Properties, a North Carolina General Partnership personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official stamp or seal, this 7th day of November, 1995.

[Signature] (SEAL)  
Notary Public

My commission expires: 10/24/2000



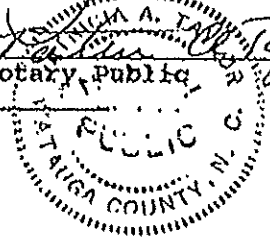
STATE OF North Carolina  
COUNTY OF Watauga

I, Patricia A. Taylor, a Notary Public, do hereby certify that Frederic I. Seifer and wife, Deborah J. Cestaro-Seifer personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official stamp or seal, this 7th day of November, 1995.

[Signature] (SEAL)  
Notary Public

My commission expires: 10/24/2000



NORTH CAROLINA, ASHE COUNTY

The foregoing certificate(s) of PATRICIA A. TAYLOR  
A NOTARY PUBLIC OF WATAUGA COUNTY NC

is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Ashe County, North Carolina in Book 208, Page 2367-2368.  
This 8TH day of NOVEMBER AD, 1995  
10:39 o'clock A M.

SHIRLEY B. WALLACE  
SHIRLEY B. WALLACE  
Register of Deeds

AND M. Wendie Best

OWNER Tom Jiles ADDRESS 289 New River Trail

OCCUPANT John SUBDIVISION \_\_\_\_\_

HOUSE  MOBILE HOME \_\_\_\_\_ BUSINESS \_\_\_\_\_ LOT AREA Sufficient LOT # \_\_\_\_\_

SEPTIC TANK: (SIZE 1000 GALS.) PRIVY: (NUMBER \_\_\_\_\_)

No. Bedrooms 3 No. Bathrooms 1

Garbage Disposal Unit Yes  No

Auto. Dishwasher Yes  No

Auto. Wash. Machine Yes  No

Nitrification Field 600 sq. ft.

Depth of stone in lines 13"

FHA CASE # \_\_\_\_\_ VA CASE # \_\_\_\_\_

FARMERS HOME ADM. CASE # \_\_\_\_\_

Contractor Dwight & Bob Harney

Address \_\_\_\_\_

PERMIT # 80-39 DATE 8-25-81

APPROVED: YES  NO \_\_\_\_\_

APPROVED BY: D. Elliott

DHS Form 1106 Rev. 2/76

SEMAGE DISPOSAL RECORD

DEPARTMENT OF HUMAN RESOURCES  
DIVISION OF HEALTH SERVICES

WATER SUPPLY: Individual  Public \_\_\_\_\_

If well, type: Bored \_\_\_\_\_ Drilled \_\_\_\_\_ Dug \_\_\_\_\_

Distance from nearest pollution \_\_\_\_\_ Ft.

REMARKS: \_\_\_\_\_



**NOTE:** Make sketch of installation showing location of house, septic tanks, privies, water supplies on adjacent property, etc. Write in measurements in order that installations may be located at later date.

