

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

J. L. R. Nipp
10.04.72

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THIS DEED, Made and entered into this 27th day of October, 1972, between EDITH LOWE THOMAS, (Widow) of the County of Transylvania, State of North Carolina, of the first part, and WILLIAM H. GROTH, and wife, FRANCIS D. GROTH, of the County of Transylvania, and State of North Carolina, of the second part,

W I T N E S S E T H :

That the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations, in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have bargained and sold, conveyed and confirmed, and by these presents do bargain and sell and convey and confirm, unto the said parties of the second part, their heirs and assigns forever, all of the following described piece or parcel of land lying and being in the Township of Brevard, County of Transylvania, and State of North Carolina, and known and designated as follows, viz:

Being Lot #6, Section "A", Thomas Woods Subdivision as shown on a plat thereof recorded in Plat Book 5, Page 8, of the Transylvania County Registry, reference to same being hereby made for more complete and accurate description.

It is agreed as part of the consideration of this conveyance that the following restrictions shall be applicable to the property in Thomas Woods Subdivision, Section "A" and more especially to the property herein conveyed:

RESIDENTIAL AREA COVENANTS

A-1. LAND USE AND BUILDING TYPE: All property in Section A of this subdivision shall be used solely for residential purposes and only one residence may be constructed on a tract. However it is specifically understood and agreed that there may be constructed a guest house or other approved structures in addition to the private dwelling.

A-2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans, specifications and site plans showing the location of the structure have been approved by the grantor, her heirs or assigns, especially as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be as provided in part C hereof.

A-3. DWELLING SIZE: The minimum of the ground floor of the main structure, exclusive of one story open porches and garages, shall be not less than eleven hundred (1100) square feet for one story dwellings, nor less than nine hundred (900) square feet for a structure of more than one story.

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- A-4. BUILDING LOCATION: No building shall be located on any lot except at such location as may be determined by the Architectural Control Committee. In any event no building shall be located on any lot nearer than twenty (20) feet to the front lot on all streets. No building shall be located nearer than ten (10) feet to an interior lot line. No dwelling shall be located on any interior lot line nearer than twenty (20) feet to the rear lot line.
- A-5. RIGHT OF WAYS: The right of way of all roads and streets to this development shall be 60 feet in width.
- A-6. LOT SIZE: No lot shall be subdivided by any grantee, his heirs or assigns.
- A-7. EASEMENTS: The grantor for herself, her heirs and assigns, reserves the right to extend power, water and other utility lines across or under a tract in such a manner as not to enter upon the property for repairing and maintaining the same.
- A-8. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
- A-9. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- A-10. LIVESTOCK & POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes.
- A-11. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained for a garbage dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- A-12. COMPLETION OF STRUCTURES: Construction of any building shall be complete within one (1) year of the date that construction was begun.

AESTHETIC PROVISIONS AND COVENANTS

- B-1. SIGHT DISTANCE AT INTERSECTION: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

ARCHITECTURAL CONTROL COMMITTEE

- C-1. MEMBERSHIP: The Architectural Control Committee shall be composed of five (5) members duly appointed by the President of the company (grantor), her heirs and assigns and shall serve for a period of one year. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate his successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then recorded owners of the majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee, or to withdraw from the Committee, or to restore to it any of its powers and duties.
- C-2. PROCEDURE: The Committee's approval or disapproval as required by the covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been

commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

GENERAL PROVISIONS

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D-1. GENERAL PROVISIONS: Any restriction above indicated may be modified by mutual consent of the grantor, her heirs or assigns and the owner of the tract involved, if the grantor, her heirs or assigns are of the opinion that the modification will not injure other property owners in the subdivision.

D-2. TERMS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or part.

D-3. ENFORCEMENT: Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

D-4. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appertaining, unto the said parties of the second part, their heirs and assigns forever.

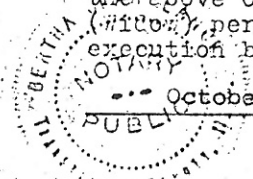
And the said party of the first part does covenant with the said parties of the second part, their heirs and assigns, as follows: FIRST, That the said party of the first part is the owner and lawfully seized of said land and premises. SECOND, That she has good right and full power to convey the same. THIRD, That the same are free from all incumbrances whatsoever. And, FOURTH, That the said parties of the second part, their heirs and assigns, shall quietly enjoy and possess the same, and that the said party of the first part, her heirs, executors and administrators, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year above written.

Edith Lowe Thomas (SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

I, Bertha Jean Lance, a Notary Public in and for the above County and State, do hereby certify that EDITH LOWE THOMAS, (~~wife~~) personally appeared before me this day and acknowledged the due execution by her of the foregoing Deed of conveyance. WITNESS my hand and notarial seal, this 27th day of October, 1972.



My commission expires: 4-11-75 -3-

Bertha Jean Lance
Notary Public