

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

This deed prepared by John K. Smart, Jr., Attorney
RAMSEY, HILL, SMART & RAMSEY, P. A., Attorney
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This Deed, made this 20th day of October, 1975, by
O. P. F., INC.,
a corporation organized and existing under and by virtue of the laws of the State of Florida

grantor, and WILLIAM E. GRAHAM and wife, FRED A. GRAHAM,

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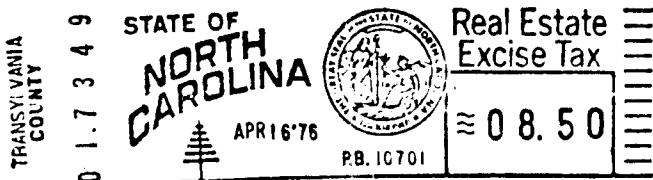
grantees, (said designation shall include the respective parties, whether one or more, individual or corporate and their respective successors in interest or assigns);

WITNESSETH: That the said grantor, in consideration of the sum of Ten Dollars and other good and valuable considerations to it paid by the grantees, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does grant, bargain, sell and convey unto the said grantees, their heirs and/or successors and assigns, subject to any limitations, easements and reservations set out below, the following land, situate, lying and being in Dunns Rock Township, Transylvania County, State of North Carolina, more particularly described as follows:

9540 BEGINNING at an iron pin located in the center of a branch, said iron pin being the southwest corner of Lot No. 13 of Middlemount Subdivision, which said property has been conveyed by the party of the first part to Wolfgang Seller and wife, and runs thence with the center of the branch, the following three calls: South 11° 46' West 56.02 feet; South 4° 37' West 76.02 feet and South 20° 42' West 40.58 feet to an iron pin located in the center of the branch; thence leaving said branch running South 44° 25' East crossing an iron pin at 37.6 feet a total distance of 87.44 feet to an iron pin located in the center of Middlemount Road; thence with the center of said road, South 46° 30' East 97.42 feet to a point located in the center of said road; thence still with the center of said road, North 51° 6' East 161.45 feet to an iron pin located in the center of the Middlemount Road, the southeast corner of the Selle property; thence North 66° 17' West 30 feet to an iron pin located in the west margin of the Middlemount Road; thence North 47° 18' West 271 feet to the BEGINNING, being all of Lot No. 14 of Middlemount Subdivision and containing .818 acres, more or less, as surveyed and platted by P. R. Raxter, RLS, on January 6, 1973.

This conveyance is made subject to those restrictive and protective covenants set out in that certain purchase agreement dated July 21, 1972, between O. P. F., INC. and William E. Graham, which said agreement is recorded in Deed Book 196, page 13, Records of Transylvania County.

There is also conveyed a right of way for a road known as the Middlemount Road, which said right of way is sixty feet in width and runs from the Cough Road through the Middlemount Subdivision to the property herein described.



RESIDENTIAL AREA COVENANTS

A-1. LAND, USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than two cars. However, it is specifically understood and agreed that there may be constructed on any lot having an area of two acres or more a guest house, in addition to the private dwelling, which shall be subject to the provisions of C-1, entitled "Architectural Control Committee."

A-2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee 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, QUALITY AND SIZE: No dwelling shall be permitted on any lot in Section A of said subdivision unless the same shall meet the following minimum standards. The ground floor of the main structure, exclusive of one story open porches and garages, shall be not less than fifteen hundred (1500) square feet for one story dwellings, nor less than one thousand (1000) square feet for a structure of more than one story.

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. LOT WIDTH AND AREA: No dwelling shall be erected or placed on any lot having an area of less than twenty thousand (20,000) square feet.

A-6. EASEMENTS: Easements for installation and maintenance of the utilities and drainage facilities are reserved as shown on the recorded plat. In addition, O.P.F., Inc. reserves the right of exclusive possession of an area one foot in width and running the entire length of each rear lot line, and no right of ingress or egress shall exist over said area without the written approval of O.P.F., Inc., its successors and assigns.

A-7. 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-8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, ten, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.

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 AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

Being

of the land described in the following deed:

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Current taxes shall be prorated.

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TO HAVE AND TO HOLD the aforesaid land and all privileges and appurtenances thereunto belonging to the said grantees, their heirs and/or successors and assigns, forever, subject to any reservations, easements and limitations set out above.

And the said grantor, for itself, its successors and assigns, covenants with the said grantees, their heirs and assigns, that it is seized of said premises in fee and has the right to convey the same in fee simple; that the said land and premises are free from any and all encumbrances (with the exceptions above stated, if any) and that it will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed in its name by its (Vice) President and its corporate seal to be hereto affixed and attested by its (Assistant) Secretary, all by order of its Board of Directors duly given, this the day and year first above written.

(Corporate Seal)
ATTEST
Joseph J. Oliveros
(Assistant) Secretary

O. P. F., INC.
By: [Signature] President

STATE OF Florida COUNTY OF State

I, Merle E. Donaldson, a Notary Public of said State and County, do hereby certify that Joseph J. Oliveros personally came before me this day and acknowledged that he (or she) is Secretary of O. P. F., Inc a corporation, and that by authority duly given and as the act of the said corporation, the foregoing instrument was signed in its name, by its President or Vice President, sealed with its corporate seal and attested by himself (or herself) as its Secretary

WITNESS my hand and notarial seal, this the 23rd day of Feb, 1976

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 24 1979
BONDED BY AMERICAN BANKERS INS. CO.
Merle E. Donaldson
Notary Public

STATE OF Fla COUNTY OF State

This is to certify that on the 23rd day of February, 1976, before me personally came, JULIAN M. FERNANDEZ, with whom I am personally acquainted, who being by me duly sworn says that he (or she) is the President (or Vice President) and that JOSEPH J. OLIVEROS is the Secretary (or Assistant Secretary) of O. P. F., INC., a corporation described in and which executed the foregoing instrument, that he (or she) knows the common seal of said corporation, that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by its President (or Vice President) and that the said President (or Vice President) and Secretary (or Assistant Secretary) subscribed their names thereto and the said common seal was affixed all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal.
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 24 1979
BONDED BY AMERICAN BANKERS INS. CO.
Merle E. Donaldson
Notary Public

STATE OF NORTH CAROLINA, COUNTY OF TRANSYLVANIA

The foregoing certificate of Merle E. Donaldson, a Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Deed Book 217, page 1.

This the 12 day of April, 1976 at 4:30 o'clock P m.

Frank H. Israel
Register of Deeds

By: _____
Deputy Register of Deeds

State of North Carolina
County of Transylvania

THIS DEED PREPARED BY
RAMSEY, HILL, SMART & RAMSEY, P. A.
Cecil J. Hill, Attorney
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THIS DEED, made this 26th day of February, 1976, by

JANE WHITE BROWN and husband, JAMES W. BROWN,

hereinafter called Grantors, to EDWIN B. GARRETT, JR., as Trustee for Sweetwater Farms Joint-Venture #7, under an undisclosed Trust Agreement,

, hereinafter called Grantees, (said designations shall include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns).

WITNESSETH: That the Grantors, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to them in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold and conveyed; and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantees, their heirs and/or successors and assigns, subject to any limitations, easements and reservations set out below, the following particularly described real estate, located in the Township of Dunns Rock, Transylvania County, North Carolina, to-wit:

Being all of Lot No. 2 of Section 1 of Sweetwater Farms, and more particularly described according to a plat thereof recorded in Plat File 1, page 17, reference to which is made for a more complete description of the lands hereby released.

Together with a right of way for travel of all kinds, on foot and with all types of vehicles, in common with all others entitled to the use thereof, over and along Quail Run Road and such other private roads in said Sweetwater Farms, Section 1, Development, as may be necessary for access from the property hereinabove described to a public road.

And being a part of that certain property described in that certain deed from Williamson Creek Corporation, Inc., to Edwin B. Garrett, Jr., as Trustee for Sweetwater Farms Joint-Venture #7 under an undisclosed Trust Agreement, dated July 15, 1974, and recorded in Book 208, page 659, Records of Deeds for Transylvania County, North Carolina.

And being the same property described in a deed from Edwin B. Garrett, Jr., as Trustee for Sweetwater Farms Joint-Venture #7, under an undisclosed Trust Agreement, to Jane White Brown, dated September 24, 1975, and recorded in Book 215, page 300.

The property hereinabove described is conveyed subject to the following:

1. The right of way of Quail Run Road, being a road with a 60-foot right of way, 30 feet of which lies on each side of the center line thereof.
2. The privileges and mutual and beneficial restrictions, covenants, equitable servitudes and charges set forth in that certain Declaration of Restrictive Covenants for Sweetwater Farms, dated July 15, 1974, and recorded in Book 209, page 370, Records of Deeds for Transylvania County, North Carolina.
3. All easements for public utilities of record.

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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.

AESTHETIC PROVISIONS AND COVENANTS

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B-1. SIGHT DISTANCE AT INTERSECTIONS: 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 or 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 O.P.F., Inc. who 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 record 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

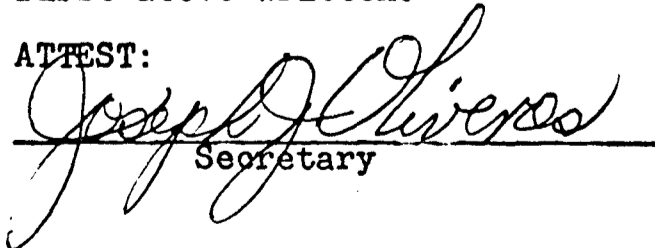
D-1. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

D-2. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.


D-3. SEVERALIBILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, O.P.F., Inc. has caused this instrument to be executed in its corporate name by its President and attested to by its Secretary all by order of the Board of Directors, the day and year first above written.

ATTEST:


Secretary

O.P.F., INC.

By: 
President

