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Filed for registration on the 8 day of Dec 1989 at 1130 o'clock AM, and registered and verified on the 8 day of Dec 1989 In Book No. 323 of page 197
Fred H. Neal
Register of Deeds, Transylvania County

Excise Tax \$10.00

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.
Verified by Transylvania County on the 8 day of December, 1989 by Du

Mail after recording to George T. Perkins, III
This instrument was prepared by George T. Perkins, III
Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 29th day of November, 1989, by and between

GRANTOR

REYNOLDS DEVELOPMENT CORPORATION
a Florida Corporation

GRANTEE

LINDA T. WHITMIRE
757 Rosman Highway
Brevard, NC 28712

004417

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.q. 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 Cathys Creek Township,

Transylvania County, North Carolina and more particularly described as follows:

BEGINNING at an unmarked point, said unmarked point being located the following five (5) calls from a control corner set in the southernmost corner of Lot 9 as shown on a plat recorded in Plat Cabinet 2, Slide 218, Transylvania County Register of Deeds Office, said control corner also being the Southeastern corner of Lot 8 as shown on said plat and from said control corner N. 47° 57' W. 118.90 ft. to an iron pin; N. 57° 10' W. 114.44 ft. to an iron pin; N. 28° 09' W. 58.49 ft. to an iron pin; N. 79° 55' 52" W. 47.11 ft. to an iron pin; thence continuing the same direction 11 ft. to the BEGINNING from said beginning N. 18° 41' 33" W. 37.10 ft. to an iron pin; thence continuing the same direction 77.78 ft. to an iron pin; thence N. 64° 02' 46" E. 92.68 ft. to an iron pin; thence N. 18° 20' 42" W. 259.60 ft. to an iron pin; thence S. 49° 17' W. 13.45 ft. to an unmarked point; thence N. 77° 14' W. 26.90 ft. to an unmarked point; thence S. 77° 40' W. 58.14 ft. to an unmarked point; thence S. 67° 20' W. 57.81 ft. to an unmarked point; thence S. 33° 21' W. 77.31 ft. to an unmarked point; thence N. 38° 40' W. 97.56 ft. to an unmarked point; thence S. 67° 29' W. 50.45 ft. to an unmarked point; thence S. 43° 00' W. 98.23 ft. to an unmarked point; thence N. 75° 24' W. 111.09 ft. to an unmarked point; thence S. 32° 57' E. 27.97 ft. to an iron pin; thence continuing the same direction 73.69 ft. to an unmarked point; thence S. 45° 09' E. 285.52 ft. to an iron pin; thence S. 17° 46' 25" W. 71.82 ft. to an iron pin set in the center line of View Road; thence along the center line of View Road four (4) calls as follows: S. 77° 04' 27" E. 120.94 ft. to an unmarked point; thence N. 75° 27' E. 68.87 ft.; thence N. 58° 25' E. 72.79 ft.; thence N. 55° 15' E. 31.52 ft. to the BEGINNING.

Also conveyed herewith is a 25-foot right-of-way for ingress and egress over the remaining property of the grantor for ingress and egress to the above described property, said

right-of-way being located as follows:

BEGINNING at the beginning point of the above described tract, said right-of-way running N. 18° 41' 33" W. 37.10 ft. to an iron pin; thence continuing the same direction 77.78 ft. to an iron pin; thence N. 64° 02' 46" E. approximately 25 ft. to an unmarked point and running in a parallel line S. 18° 41' 33" E. to the point where said line intersects with the center line of View Road, and being a portion of Lots 6 & 7 and some additional property as shown on a plat in Plat Cabinet 2, Slide 218, Transylvania County Registry.

This property is subject to restrictive covenants and road maintenance for Reynolds Subdivision as attached and marked Exhibit "A". The grantees, by the acceptance and recordation of this deed, agree that they will pay their pro-rata share of the cost of up-keep and maintenance.

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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.

REYNOLDS DEVELOPMENT CORPORATION

(Corporate Name)

By: George L. Reynolds
George L. Reynolds
President

ATTEST: Mary Reynolds
Mary Reynolds
Secretary (Corporate Seal)

USE BLACK INK ONLY

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)

SEAL-STAMP

NORTH CAROLINA, County.

Use Black Ink

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

SEAL-STAMP

FLORIDA
~~NORTH CAROLINA~~ Palm Beach County.

I, a Notary Public of the County and State aforesaid, certify that Mary Reynolds

personally came before me this day and acknowledged that S. he is Secretary of

Reynolds Development Corporation a Florida ~~NORTH CAROLINA~~ corporation, and that by authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by its

President, sealed with its corporate seal and attested by her as its Secretary.

Witness my hand and official stamp or seal, this 4th day of December, 1989.....

My commission expires: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 21, 1990
NOTARY PUBLIC

The foregoing Certificate(s) of Jeffrey C. White

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.

Paul H. Maul REGISTER OF DEEDS FOR Transylvania COUNTY

By Deputy/Assistant - Register of Deeds

RESTRICTIVE COVENANTS

1. Land, Use and Building Type: No lot or tract shall be used except for residential purposes. No building shall be erected, altered, or permitted to remain on any lot or tract other than one detached single-family dwelling not to exceed two and one-half stories in height. A private garage may be erected in connection therewith for not more than two cars. Only one single detached dwelling may be erected upon any one lot or tract when lot size is less than two acres in size. Any lot exceeding two acres in size may be subdivided into lots no less than one acre in size upon the prior approval of the developer to insure proper access and to maintain continuity within the subdivision with no adverse effect to any roads, easements, or rights of way that may be in existence. No building may be erected on any lot or tract in said subdivision with less than 1250 square feet of floor space exclusive of open porches and garages. There shall be no Modular or Mobile Homes erected in this development, or used homes moved onto a lot in this development.

2. Building Location: No building shall be located on any lot or tract closer than 25 feet to the front line nor closer than 15 feet to the rear or any side line.

3. Easements: Easements affecting all lots or tracts in said subdivision are reserved for the installation of utilities and drainage facilities. No utility company or organization, so using the easements herein reserved, shall be liable for any damage necessarily done to the shrubbery, trees, flowers, or other property located upon any lot.

4. Nuisances: No trade or business of any character shall be carried on or conducted upon any lot or tract, or part thereof, in said subdivision. No noxious or offensive activities shall be carried on or conducted on any lot or tract, or part thereof, in said subdivision, or in any street in said subdivision, nor shall anything be done or caused to be done thereon which may be or become a nuisance or annoyance to the neighborhood.

5. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuildings, shall be erected or used on any lot or tract at any time as a residence, either temporary or permanent.

6. Signs: No sign of any kind shall be displayed to the public view on any lot or tract 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.

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

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8. Garbage and Refuse Disposal: No lot or tract shall be used or maintained for a garbage dumping ground for rubbish, trash, garbage, or other waste, and all 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.

9. Culverts: All culverts constructed by lot or tract owners shall be trouble-free and shall be so constructed that they will not cause damage to other lot or tract owners or the streets in any part of said subdivision.

10. Enforcement: If any of the owners of any part of any lot or tract contained in said subdivision, or their heirs, successors, or assigns, shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for George Reynolds and wife, Mary Reynolds, their heirs or assigns, or for any other person or persons owning real estate in said subdivision to prosecute any proceeding at law or in equity against any person or persons so violating or attempting to violating any covenant or restriction as to the use of any lot or tract of real estate contained in said subdivision to restrain said violation or violations and to recover damages for said violation. In the event that a suit is so prosecuted, the defendant to said suit, if the plaintiff is successful, shall pay all of the costs incurred by the plaintiff, including a reasonable amount for attorney fees to be taxed as costs.

If for any reason any covenant or agreement therein contained shall be held to be invalid or unenforceable by any court, said ruling shall not in any way invalidate or affect any of the other covenants or restrictions herein.

11. Terms: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for a successive period of 10 years, unless by note of those persons then owning a majority of said lots or tracts it is agreed to change said covenants in whole or in part, or that said building restrictions or covenants shall no longer be of any force or effect.

12. Road Maintenance: Each property owner shall pay One Hundred Dollars (\$100.00) per year as a fee for road maintenance. This shall be applied to the access road only and not to any driveways leading to the private lands of any individual owner. This road maintenance agreement shall be binding for a period of three years at which time it will be renewed unless a majority of the property owners vote to change or update as deemed necessary for the good of all concerned, or until such time as the developer decides to turn road and road maintenance over to property owners. The charge for road maintenance shall be adjusted as necessary for the rise of inflation and the purchasing power of the dollar.