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STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

The foregoing certificate of Bertha Jean Lance, a Notary Public in and for said County and State, is adjudged to be correct. Therefore, be the instrument with the certificate be registered.

Witness my hand this the 3rd day of October 1952.

F.M. McCall
Clerk Superior Court.

Filed for registration on the 3 day of Oct, 1952 at 11:00 o'clock A.M., and registered and verified on the 3 day of Oct, 1952 in Book 104 of Page 518.

Paul W. White
Register of Deeds,
Transylvania County.

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

KNOW ALL MEN BY THESE PRESENTS, that Pisgah Heights Corporation does hereby covenant and agree to and with all other persons, firms or corporation now owning or hereafter acquiring any property in the area hereinafter described that all of the lots shown upon the map of a part of Pisgah Heights designated as Section 2 of Pisgah Heights, which is recorded in the office of the Register of Deeds of Transylvania County, North Carolina in Plat Book 2 page 66, and now owned by Pisgah Heights Corporation are hereby subjected to the following restrictions as to the use thereof running with said properties by whomsoever owned, to-wit:

PART A. AREA OF APPLICATION

A-1 FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part B in their entirety shall apply to all lots hereinabove referred to.

PART B. RESIDENTIAL AREA COVENANTS

B-1 LAND USE AND BUILDING TYPES. No lots 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. Provided that Lot 1, Block 10, may be used for apartment purposes, with the necessary garage facilities.

B-2 DWELLING COSTS, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than Ten Thousand Dollars (\$10,000), based upon cost levels prevailing on the date these covenants are recorded it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than the which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1000 square feet for a one story dwelling, nor less than 800 square feet for a dwelling of more than one story.

B-3 BUILDING LOCATION. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines

shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, nor nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

B-4 LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet.

B-5 EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

B-6 NUISANCES. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance of a nuisance to the neighborhood.

B-7 TEMPORARY STRUCTURES. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

B-8 LIVESTOCK AND POULTRY. No animal, 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 that they are not bred or maintained for any commercial purpose.

B-9 GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a 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.

B-10 SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot except such system as located, constructed and equipped in accordance with standard requirements which are substantially equal to or exceed the minimum requirement for such system as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this state and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

PART C GENERAL PROVISIONS

C-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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

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C-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.

C-3 SEVERABILITY, 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 WITNESS WHEREOF Pisgah Heights Corporation has caused these presents to be executed in its name by its President and its corporate seal hereto affixed and attested by its Secretary all by order of its Board of Directors duly given this the 3rd day of October, 1952.

(CORPORATE SEAL)
ATTEST:

Ralph H. Ramsey, Jr.
Secretary

PISGAH HEIGHTS CORPORATION

BY Louis Carr
President

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

This is to certify that on the 3rd day of October 1952, before me personally came Ralph H. Ramsey, Jr Secretary with whom I am personally acquainted, who being by me duly sworn says that Louis Carr is the President and he is the Secretary of Pisgah Heights Corporation, the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation that the seal affixed to the foregoing instrument is said common seal and the name of corporation was subscribed thereto by the said President, and that said President and Secretary subscribed their names thereto, and 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 this the 3rd day of October, 1952.
(Notary Seal)
My commission expires the 8
day of April, 1954.

Bertha Jean Lance
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

The foregoing certificate of Bertha Jean Lance a Notary Public of Transylvania County, North Carolina is adjudged to be correct. Therefore, let the instrument with the certificate be registered.

Witness my hand this the 3rd day of October 1952.

F.M. McCall
Clerk Superior Court.

Filed for registration on the 3 day of Oct, 1952 at 3:30 o'clock P.M., and registered and verified on the 4 day of Oct, 1952 in Book 104 of Page 520.

David J. ...
Register of Deeds,
Transylvania County.

The following information was obtained from the records of the Department of Health and Human Services, Office of the Assistant Secretary for Health, regarding the activities of the National Health and Medical Research Council (NH&MRC) in the area of research on the health effects of ionizing radiation.

The NH&MRC has been active in the area of research on the health effects of ionizing radiation since its establishment in 1953. The Council's research program in this area has been directed towards the identification of the health effects of ionizing radiation, the determination of the dose-response relationship, and the development of methods for the assessment of the health risks of ionizing radiation.

The NH&MRC has conducted a number of studies in this area, including the following:

- 1. The Australian Radium Workers Study, which is a cohort study of radium dial painters.
- 2. The Australian Lung Cancer Study, which is a case-control study of lung cancer.
- 3. The Australian Thyroid Cancer Study, which is a case-control study of thyroid cancer.
- 4. The Australian Leukemia Study, which is a case-control study of leukemia.

The NH&MRC has also been active in the area of research on the health effects of ionizing radiation through its participation in international collaborative studies. The Council has participated in the following studies:

- 1. The International Commission on Radiological Protection (ICRP) studies, which are a series of studies on the health effects of ionizing radiation.
- 2. The International Agency for Research on Cancer (IARC) studies, which are a series of studies on the health effects of ionizing radiation.
- 3. The International Commission on the Protection of the Constitution (ICPC) studies, which are a series of studies on the health effects of ionizing radiation.

The NH&MRC has also been active in the area of research on the health effects of ionizing radiation through its participation in international conferences and workshops. The Council has participated in the following conferences and workshops:

- 1. The International Conference on the Health Effects of Ionizing Radiation, which was held in Sydney, Australia, in 1978.
- 2. The International Workshop on the Health Effects of Ionizing Radiation, which was held in Sydney, Australia, in 1980.

The NH&MRC has also been active in the area of research on the health effects of ionizing radiation through its participation in international publications. The Council has published the following publications:

- 1. The Australian Radium Workers Study, which is a report on the health effects of ionizing radiation.
- 2. The Australian Lung Cancer Study, which is a report on the health effects of ionizing radiation.
- 3. The Australian Thyroid Cancer Study, which is a report on the health effects of ionizing radiation.
- 4. The Australian Leukemia Study, which is a report on the health effects of ionizing radiation.

The NH&MRC has also been active in the area of research on the health effects of ionizing radiation through its participation in international organizations. The Council is a member of the following organizations:

- 1. The International Commission on Radiological Protection (ICRP).
- 2. The International Agency for Research on Cancer (IARC).
- 3. The International Commission on the Protection of the Constitution (ICPC).

The NH&MRC has also been active in the area of research on the health effects of ionizing radiation through its participation in international funding. The Council has received the following funding:

- 1. The Australian Government, which has provided the majority of the funding for the Council's research program.
- 2. The International Commission on Radiological Protection (ICRP), which has provided funding for the Council's participation in international collaborative studies.
- 3. The International Agency for Research on Cancer (IARC), which has provided funding for the Council's participation in international collaborative studies.
- 4. The International Commission on the Protection of the Constitution (ICPC), which has provided funding for the Council's participation in international collaborative studies.