

North Carolina, Henderson County The foregoing certificate(s) of Deborah K. Richtman Notary Public (Notaries Public) is/are certified to be correct, this instrument presented for registration and recorded in this office this 8 day of Oct, 2004 at 12:20 p.m. in book 1201, page 427
Nedra W. Mobbs Register of Deeds
Cyrene Shuler (Assistant Deputy)

\$776.00 PAID 10-8-04
Henderson Co., N.C., Register of Deeds

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: 776.00

Parcel Identifier No 9546-06-2479 Verified by _____ County on the _____ day of _____,

By: _____

Mail/Box to The Neumann Law Firm, 46 East Main Street, Brevard, NC 28712

This instrument was prepared by: David C. Neumann, Attorney at Law

Brief description for the Index: _____

THIS DEED made this 8th day of October, 2004, by and between

GRANTOR	GRANTEE
Lewis R. Jablonski and Nancy L. Jablonski, husband and wife	Joseph A. Gondolf, Jr. and Claudia M. Gondolf, husband and wife PO Box 688 California, MD 20619

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 _____ Township,

Henderson County, North Carolina and more particularly described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1066 page 14

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, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(Entity Name)

Lewis R. Jablonski (SEAL)
Lewis R. Jablonski

By: _____

Nancy L. Jablonski (SEAL)
Nancy L. Jablonski

Title: _____

By: _____ (SEAL)

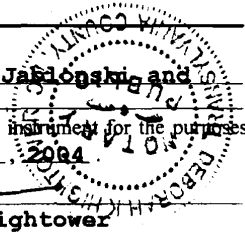
Title: _____

By: _____ (SEAL)

Title: _____

State of North Carolina - County of Transylvania

I, the undersigned Notary Public of the County and State aforesaid, certify that Lewis R. Jablonski and Nancy L. Jablonski, husband and wife personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 8th day of October, 2004



My Commission Expires: 07/28/06

Deborah K. Hightower
Notary Public **Deborah K. Hightower**

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, _____.

My Commission Expires: _____

Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal, this _____ day of _____, _____.

My Commission Expires: _____

Notary Public

The foregoing Certificate(s) of _____ 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.

_____ Register of Deeds for _____ County

By: _____ Deputy/Assistant - Register of Deeds

BEING all that certain lot and parcel of land located in the Crab Creek Township of Henderson County, North Carolina, and being more particularly described as follows:

BEGINNING at an existing iron stake in the southwestern most corner of a tract of property owned by Joseph T. Guy and described in Deed Book 1054 at Page 404 of the Deed Records of Henderson County; said point also being located on Plat Slide 3684 of the Henderson County Plat Records;

THENCE from said point of beginning and following the southern boundary line of the Joseph T. Guy property described above, North 87° 46' 55" East a distance of 73.40 feet to an existing iron stake; THENCE South 71° 59' 14" East a distance of 78.84 feet to an existing iron stake; THENCE South 47° 57' 36" East a distance of 126.41 feet to an existing iron stake; THENCE South 59° 00' 44" East a distance of 56.22 feet to an existing iron stake; THENCE South 80° 09' 03" East a distance of 65.35 feet to an existing iron stake; THENCE North 86° 02' 46" East a distance of 64.97 feet to an existing iron stake; THENCE South 88° 47' 39" East a distance of 103.49 feet to a point in the southern boundary line of the Joseph T. Guy property described above;

THENCE leaving said boundary line and running South 36° 21' 18" West a distance of 60.80 feet to an iron pipe set; THENCE South 36° 21' 18" West a distance of 206.19 feet to an iron pipe set; THENCE South 35° 37' 13" West a distance of 130.32 feet to an iron pipe set; THENCE South 31° 22' 48" West a distance of 244.06 feet to an existing iron stake; THENCE North 86° 06' 16" West a distance of 241.17 feet to an existing iron pipe; THENCE North 32° 55' 42" East a distance of 128.11 feet to an existing iron pipe; THENCE North 01° 19' 53" West a distance of 61.09 feet to an existing iron pipe; THENCE North 35° 52' 17" East a distance of 42.21 feet to an existing iron pipe; THENCE North 07° 03' 41" West a distance of 408.26 feet to the PLACE OF BEGINNING. CONTAINING 4.26 acres.

TOGETHER WITH AND SUBJECT TO a perpetual non-exclusive right of way for ingress, egress, regress and for utilities. Said right of way being sixty (60) feet in width and having a southern boundary line which is more particularly described as follows:

BEGINNING at a point in the northeasternmost corner of the property herein above conveyed; said point being in the southern boundary line of the Joseph T. Guy property; and said point also being the intersection of the northwesternmost corner of the property retained by the Grantor herein and the northeasternmost corner of the Grantee; thence from said point South 36 degrees 21 minutes 18 seconds West a distance of 60.80 feet; said point is herein denominated as the PLACE OF BEGINNING;

THENCE South 88° 47' 39" East a distance of 283.52 feet to an existing iron stake; THENCE South 32° 24' 49" East a distance of 40.92 feet to a point located in the western margin of Black Jack Road, a private road.

The 60 (sixty) foot right of way shall extend from the southern margin described above to the southern boundary line of Joseph T. Guy property (Deed Book 1054, Page 404). Note that the triangular portion in the northeastern corner of property retained by Grantor shall be included in the right of way of the Grantee.

Grantor Specifically permits the Grantees the right to plant trees along both sides of the 60 (sixty) foot right of way and to landscape the triangular portion.

Subject to the following restrictions:

1. The property shall be restricted to residential use, with a minimum of four (4) acres per residence,
2. No mobile homes or manufactured homes are permitted. This includes both single-wide, double-wide and modular homes.
3. No vinyl siding is permitted. Examples of acceptable exterior materials would include log, stained wood (such as cedar), brick, natural-stone or stucco.
4. Roof and exterior material are to be of a natural gray/brown color blending in with the color of the woods. In the case of a log home, the exterior stain color would be of a gray/brown color, but the roof color can be green.
5. Each house is to have at least a two-car garage.
6. Large farm animals are not permitted, except horses (as long as there is a minimum of two acres of pasture per horse).

7. Any barn, shed or other type of buildings will be kept uncluttered and in good condition.

8. Animals are not allowed to roam off the owner's property.

9. No excessive noise, either animal or mechanical, such as excessive target practicing with a gun, or other disturbances are allowed.

10. Trees are to be left un-timbered, meaning that no commercial logging or clear cutting is allowed. Certain areas of trees may be designated in a particular deed or deeds as a "conservancy area", to be left in a natural state and to never be timbered, with the exception of fallen or diseased trees. These specific descriptions as to "conservancy areas" would be listed in each individual deed.

11. The above restrictive covenants cannot be modified or amended without the recorded notarized consent of all the parties subject to the above restrictive covenants. Notwithstanding the above, the "conservancy areas" referred to in restriction number 10 above can never be changed or modified, but will apply to the relevant land in perpetuity.

12. The remaining property still owned by Nancy T. Young recorded in Deed Book 965 at Page 279 and Deed Book 935 at Page 392, Henderson County Registry, is to be subject to the eleven restrictive covenants specified above.



This document presented and filed:
01/12/2012 10:52:33 AM

lh
NEDRA W. MOLES, Henderson COUNTY, NC
Transfer Tax: \$200.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$200.00

Parcel Identifier No. 9968653 Verified by _____ County on the ____ day of _____, 20____

By: _____

Mail/Box to: Hogan & Brewer, PLLC - 229 North Main Street, Hendersonville, NC 28792 - File No. 11-2813

This instrument was prepared by: Sherri L. Brewer

Brief description for the Index: 2 Tracts off Deer Meadow Lane

THIS DEED made this 6th day of January, 2012, by and between

GRANTOR	GRANTEE
LYNN REGNERY, Trustee of the LYNN REGNERY DECLARATION OF TRUST u/a/d April 13, 1992	JOSEPH A. GONDOLF, JR. and wife, CLAUDIA M. GONDOLF
7423 Fisherman Creek Drive Wilmington, NC 28405	P. O. Box 881 Hendersonville, NC 28793

Enter in appropriate block for each Grantor and Grantee: name, mailing 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 Crab Creek Township, Henderson County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT A.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1074 page 635.

All or a portion of the property herein conveyed _____ includes or X does not include the primary residence of a Grantor.

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, other than the following exceptions:

Subject to Henderson County ad valorem taxes.
Subject to Restrictions, Easements, and Rights of Way of Record.

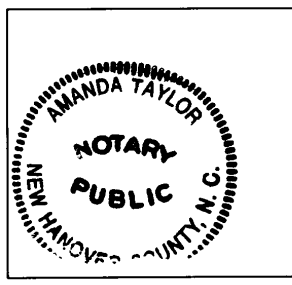
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

_____ Lynn Regnery trustee (SEAL)
(entity name) LYNN REGNERY, Trustee

By: _____ (SEAL)
Print Name and Title

By: _____ (SEAL)
Title: _____

By: _____ (SEAL)
Title: _____



(Affix Seal)

State of NORTH CAROLINA - County of New Hanover

I, the undersigned Notary Public of the County and State aforesaid, certify that LYNN REGNERY, Trustee personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 6 day of January, 2012.

My Commission Expires:
January 1, 2014

Amanda Taylor
AMANDA TAYLOR Notary Public
Notary's Printed or Typed Name

BEING all that certain lot or parcel of land situated in Crab Creek Township, Henderson County, North Carolina, and more particularly described as follows:

Tract One:

BEING the 4.83 acre tract shown on a survey entitled "Map of Survey made for Owner Nancy T. Young (Recombination)" by Laughter, Austin and Associates, P.A., Drawing File Number 01179R, Job Number 01-179, recorded in Plat Slide 3870 of the Henderson County Registry, reference is hereby made to said Survey and Plat for a more particular description of said Tract.

Tract Two:

BEING a one-fourth (1/4) undivided interest in and to the property described below:

BEGINNING at a point located at the centerline of the right of way of Jeter Mountain Road (SR 1133) said point also being located at the southernmost corner of the 8.32 acre Boyd Tract as shown on Plat Slide 3670, Henderson County Registry; thence from said beginning point, leaving the right of way of Jeter Mountain Road and running with the boundary of the afore referenced Boyd Tract the following 7 courses and distances; North 69 deg. 40 min. 26 sec. East 76.24 feet to a point; thence South 86 deg. 21 min. 10 sec. East 68.66 feet to a point; thence North 14 deg. 24 min. 47 sec. West 55.80 feet to a point; thence North 17 deg. 01 min. 10 sec. East 79.33 feet to a point; thence North 35 deg. 22 min. 16 sec. East 66.21 feet to a point; thence North 64 deg. 58 min. 30 sec. East 154.58 feet to a point; thence South 86 deg. 01 min. 33 sec. East 77.11 feet to a point; thence leaving the boundary of the Boyd Tract South 00 deg. 17 min. 37 sec. West 28.67 feet to a point; thence South 00 deg. 17 min. 37 sec. West 16.43 feet to a point; thence North 86 deg. 01 min. 33 sec. West 68.37 feet to a point; thence South 64 deg. 58 min. 30 sec. West 131.05 feet to a point; thence South 35 deg. 22 min. 16 sec. West 47.05 feet to a point; thence South 17 deg. 01 min. 10 sec. West 59.40 feet to a point; thence South 14 deg. 24 min. 47 sec. East 74.83 feet to a point; thence with a curve to the left in a southeasterly direction, said curve having a radius of 22 feet and an arc distance of 41.49 feet (chord equals South 39 deg. 37 min. 02 sec. West 35.61 feet) to a point; thence North 86 deg. 21 min. 10 sec. West 90.80 feet; thence South 69 deg. 40 min. 26 sec. West 76.80 feet to a point located at the centerline of the right of way of Jeter Mountain Road (SR 1133); thence with a curve to the left in a northwesterly direction, said curve having a radius of 135.96 feet and an arc distance of 46.35 feet (chord equals North 07 deg. 39 min. 45 sec. West 46.12 feet to the point and place of BEGINNING.

And BEING that tract 45 feet in width running along the Boyd Tract as shown on that plat entitled "Being a Minor Subdivision for James Lee and Amanda H. Boyd" recorded on Plat Slide 3670, Henderson County Registry, reference to which is hereby made and incorporated herein for greater certainty of description.

TOGETHER WITH and SUBJECT TO a perpetual non-exclusive right of way for ingress, egress, regress, and for utilities. Said right of way being sixty (60) feet in width and described as the "Proposed 60 Foot Right of Way" across the 4.83 acres of Nancy T. Young property which is herein conveyed. The sixty (60) feet right of way shall extend from the Southern boundary line of the Joseph T. Guy property (Deed Book 1054, Page 404) South 60 feet as described in said Plat. The triangular portion located in the Northeasternmost corner is included in the right of way described above. Said right of way is further described on a Survey prepared for Nancy T. Young by Laughter, Austin and Associates, P.A. under Drawing File No. 01179R, Job No. 01-179 and recorded in the Henderson County Deed Registry at Plat Slide 3870.

This property is also conveyed TOGETHER WITH and SUBJECT TO a perpetual non-exclusive right of way for ingress, egress, regress and for utilities and described as follows:

Said right of way being known as Black Jack Road. Said right of way being forty-five (45) feet in width and running from Jeter Mountain Road (SR 1133) to the property being shown on that Plat entitled "Owner: Nancy T. Young" recorded in Plat Slide 2547 and on that Plat entitled "Being a Minor Subdivision for James Lee Boyd and Amanda H. Boyd" recorded in Plat Slide 3670, and continues across that 3.02 acre tract shown on that Plat entitled "Owner: Nancy T. Young" recorded in Plat Slide 3015, and continues across the Nancy T. Young property recorded in Deed Book 965, at Page 279, Henderson County Registry as shown on that Plat entitled "A Recombination of Gene Osteen Orr Property" recorded in Plat Slide 3497, and continues in a Northerly direction across the Eastern forty-five (45) foot wide strip of that property conveyed to Nancy T. Young in Deed Book 965, at Page 279, Henderson County Registry, until the Eastern edge of said non-exclusive forty-five (45) foot wide right of way reaches the Southeast corner of the Joseph T. Guy property described in Deed Book 1054 at Page 404 and in Plat Slide 3684 of the Henderson County Registry, reference to which is hereby made and incorporated herein for a more specific description. SUBJECT TO the non-exclusive right of others who legally may have the right to use said forty-five (45) foot wide right of way for ingress, egress, regress and for utilities.

Road Maintenance Agreement:

The owners will be responsible for paying a pro rata share for road maintenance and repair of any road running across said forty-five (45) foot wide right of way

along with other parties who use said right of way as access to their houses, then to be divided by the number of houses using said road. This right of way shall be appurtenant to and run with the transfer of title of the real property described above and conveyed herein.

Said right of way is also described in a Warranty Deed from Nancy T. Young, unmarried to Joseph T. Guy and wife, Merry P. Guy, dated March 9, 2001 and recorded in Deed Book 1054 at Page 404 of the Henderson County Registry. Reference is hereby made to said deed for a more particular description of said right of way.

Restrictive Covenants:

The above-described real property is conveyed SUBJECT TO those Restrictive Covenants specified below, reference to which is hereby made and incorporated herein for greater certainty of description:

1. The property shall be restricted to residential use, with a minimum of four (4) acres per residence.
2. No mobile homes or manufactured homes are permitted. This includes single-wide, double-wide, and modular homes.
3. No vinyl siding is permitted. Examples of acceptable exterior materials would include log, stained wood (such as cedar), brick, natural stone, or stucco.
4. Roof and exterior material are to be of a natural gray / brown color blending in with the color of the woods. In the case of a log home, the exterior stain color would be of a gray / brown color, but the roof can be green.
5. Each house is to have at least a two (2) car garage.
6. Large farm animals are not permitted, except horses (as long as there is a minimum of two acres of pasture per horse).
7. Any barn, shed, or other type of buildings will be kept uncluttered and in good condition.
8. Animals are not allowed to roam off the owner's property.
9. No excessive noise, either animal or mechanical, such as excessive target practicing with a gun, or other disturbances are allowed.
10. Trees are to be left un-timbered, meaning that no commercial logging or clear cutting is allowed. Certain areas of trees may be designated in a particular deed

or deeds as a "conservancy area", to be left in a natural state and to never be timbered, with the exception of fallen or diseased trees. These specific descriptions as to "conservancy areas" would be listed in each individual deed.

11. Rental Units / Structures (over a barn or otherwise) as primary residences are prohibited.

12. No building or structure (residential or non-residential) may be placed within 70 feet of the access driveway serving the property described above and conveyed herein.

13. The above restrictive covenants cannot be modified or amended without the recorded notarized consent of all the parties subject to the above restrictive covenants. Notwithstanding the above, the "conservancy areas" referred to in restriction number 10 above can never be changed or modified, but will apply to the relevant land in perpetuity.