


2008006458


 TRANSYLVANIA CO, NC FEE \$20.00
 STATE OF NC REAL ESTATE EXTX
\$20.00
 PRESENTED & RECORDED:
 11-07-2008 10:27:26 AM
 CINDY M OWNBEY
 REGISTER OF DEEDS
 BY: BETH C LANDRETH
 ASSISTANT
BK: DOC 477
PG: 830-832

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: ~~20.00~~

Parcel Identifier No. 9508725716000 Verified by *jm* County on the 7 day of Nov, 2008
By: _____

Mail/Box to: Brian P. Philips, P.A., 30 N. Country Club Road, P.O. Box 432, Brevard, NC 28712

This instrument was prepared by: Brian P. Philips, P.A., 30 N. Country Club Road, P.O. Box 432, Brevard, NC 28712

Brief description for the Index: _____

THIS DEED made this 6th day of November, 2008, by and between

GRANTOR	GRANTEE
Richard A. Beaudry and wife, Staci A. Beaudry	Kyle G. Mathews, Single 62 Crystal Creek Drive Pisgah Forest, NC 28768

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 _____, Little River Township, Transylvania County, North Carolina and more particularly described as follows:
See Attached

The property hereinabove described was acquired by Grantor by instrument recorded in Book 305 page 175-176.

A map showing the above described property is recorded in Plat Book 4 page 143.

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)

Richard A. Beaudry (SEAL)
Richard A. Beaudry

By: _____
Title: _____

Staci A. Beaudry (SEAL)
Staci A. Beaudry

By: _____
Title: _____

(SEAL)

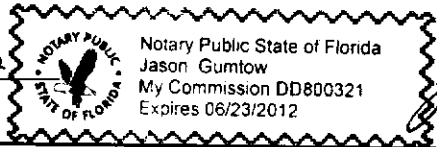
By: _____
Title: _____

(SEAL)

Florida
State of ~~North Carolina~~ - County of Lee

I, the undersigned Notary Public of the County and State aforesaid, certify that Richard A. Beaudry and wife, Staci A. Beaudry 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 5th day of November, 2008.

My Commission Expires: 06/23/2012



Jason Gumtow
Notary Public

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 _____, 20__.

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 _____, 20__.

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.

By: _____ Register of Deeds for _____ County
Deputy/Assistant - Register of Deeds

ATTACHMENT

BEING all of Lot 23 of Crystal Creek Subdivision as shown on the plat thereof recorded in Plat file 4, Slide 143, Transylvania County Registry, reference to which is hereby made for a more complete description thereof.

Subject to restrictive covenants recorded in Book 409. Page 455, Transylvania County Registry.

**REAL ESTATE EXCISE
TAX PAID: \$36.00**
Excise Tax \$36.00

Filed for registration on the 7 day of Sept
2001 at 4:20 o'clock P. M. and registered and
verified on the 7 day of Sept 2001
in Book No: 01 of page 483
Vickie C Edwards
Register of Deeds, Transylvania County
By: Bern C Sales, Deputy
000067 000483
Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
Verified by _____ County on the 7th day of September, 2001
by _____ SM

Mail after recording to Richard N. Adams, 302 South Caldwell Street, Brevard, NC 28712
This instrument was prepared by Richard N. Adams, Attorney at Law
Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 7 day of September, 2001, by and between

GRANTOR

JAMES T. FENG EL and wife,
DANIELLE LEE SENIURA

GRANTEE

KYLE G. MATHEWS, SINGLE
305 Maple Street
Brevard, NC 28712

Enter in appropriate block for each party: name, 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 City of _____, _____ Township, Transylvania County, North Carolina and more particularly described as follows:

See Attached Exhibit "A"

000067 000484

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:

- 1. Payment of Ad Valorem taxes
- 2. Restrictive Covenants and Easements of Record
- 3. Matters of Survey

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.

.....
(Corporate Name)

By:

..... President

ATTEST:

..... Secretary (Corporate Seal)

USE BLACK INK ONLY

James T. Fengel (SEAL)
JAMES T. FENDEL

Danielle Lee Seniura (SEAL)
DANIELLE LEE SENIURA

..... (SEAL)

..... (SEAL)



NORTH CAROLINA, Transylvania County.

I, a Notary Public of the County and State aforesaid, certify that James T. Fengel and wife, Danielle Lee Seniura ***** Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 7 day of September 2001

My commission expires: 10-24-2004 *Rhonda J. Taylor* Notary Public

SEAL-STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that Secretary of a 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 as its Secretary. Witness my hand and official stamp or seal, this day of

My commission expires: Notary Public

The foregoing Certificate(s) of Rhonda J. Taylor

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.

By Vickie L Edwards REGISTER OF DEEDS FOR Transylvania COUNTY
Beth C Sales Deputy/Assistant - Register of Deeds

000067 000485

SCHEDULE A

BEING all of Lot #24 and Lot #25 of the CRYSTAL CREEK SUBDIVISION more particularly described and shown on a plat recorded in Plat File 4, Slide 143, Transylvania County Registry.

TOGETHER WITH and subject to the right to use for transportation of all types, in common with the other property owners the subdivision roads as the same are now located to provide a means of ingress, egress and regress to the above lots from the public road.

This property is conveyed subject to certain Restrictions, set out below. These Restrictions shall exist, and be enforceable by the Grantor or any Grantee of the Grantor herein, to and until June 1, 2003, after which time they shall not apply unless re-imposed by some act of the Grantees, their heirs or assigns. This time limit shall not apply to the other provisions herein for road rights and maintenance, which shall be permanent.

1. This lot shall be developed for residential use only, and no commercial activity or logging operations shall be conducted thereon. No activity shall be carried on, the noise and smell of which constitutes a nuisance; nor shall anything be done which will tend to pollute the local streams.
2. This lot shall be kept free of junk or junked (i.e., inoperable) vehicles. Major mechanical work on vehicles, if of a non-commercial nature, may be done, but only if done out of sight of anyone's residence and at least fifty feet from the edge of the road.
3. Trash shall be set out, if at all, in secure cans, and in any event out of sight of the public. Burning (other than cleared brush) shall be done, if at all, only in containers of a type approved by the State Forest Warden. Brush cleared from the lot must be burned or hauled away; but if burned, a burning permit shall be obtained.
4. Horses or cattle may be kept, non-commercially, in the number of one animal per fenced acre. Except for those, and household pets, other animals shall not be kept.
5. Such culverts as the Grantees choose to install shall first be approved (as to type, size and length) by the Grantor, which reserves the right (until the date noted above) to disapprove unsatisfactory culverts and prevent their use.
6. Metal or other pre-fabricated outbuildings shall be allowed only if approved by the Grantor herein.
7. No mobile home may be placed on this lot.

ROADS AND ROAD MAINTENANCE:

This lot is conveyed together with, and likewise subject to, a joint easement of right of way for road and public utility purposes, at the location shown of the survey plat above noted. The Grantor reserves the right to grant and the right to use this easement to others further along the road, and hereby expressly grants to the Grantees, their heirs and assigns, the right in common with others to use the road for access to Lyday Creek Road. Through the last day of 1991 or until 50 lots in Crystal Creek shall have sold, whichever shall come first, the Grantor will maintain the roads. Toward the expense of this maintenance, both of these lots shall be subject to requirement of paying single road maintenance fee of \$100.00/year for so long as there is only one owner of both lots and one residence on both combined lots at such time they become two residence, each lot will be subject to payment of \$100.00/year from each lot, or for each residence on each lot or whichever number is greater. This sum shall be due during the first week in January of each year, for that ensuing year. While the Grantor maintains the roads, the payments shall be made to the Grantor; who will deposit them in and disburse them from, a specific bank account, for application only to road maintenance. From and after the time that the Grantor no longer maintains the roads, as noted above, the owners of lots in Crystal Creek shall be responsible for the road maintenance, the collection of the yearly fees, and the management of the bank account. A majority of the owners shall be legally empowered to do this, and a two-thirds majority shall be legally able to alter the maintenance fee, up or down, so long as (a) all of whatever fee is levied goes for maintenance unanimous decision can obligate the lot owners to contribute to upgrading the roads or other community projects unrelated to road maintenance. Unpaid road maintenance fees shall constitute a lien on the delinquent lot, enforceable as law provided.