

State of North Carolina, is adjudged to be correct. Therefore, let the foregoing Deed, with these certificates, be registered.

This 12th day of November, 1941.

S. R. Cathey, Asst.
Clerk Superior Court.

STATE OF NORTH CAROLINA,
TRANSYLVANIA COUNTY.

The foregoing certificate of J. H. Yelton Notary Public of Henderson County State of North Carolina is adjudged to be correct let the Deed with certificates be registered this 24 day of November, 1941.

Blanche Osborne Sims
Deputy Clerk Superior Court.

Filed for registration on the 24 day of Nov. 1941 at 3:30 O'clock P. M. and registered and verified on the 24 day of Nov. 1941 in book No. 77 of page 314.

Melvin L. Gillespie
Register of Deeds, Transylvania County.

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NORTH CAROLINA,
TRANSYLVANIA COUNTY.

THIS DEED, made this 24th day of November, A. D. 1941 by Edward H. McMahan, and wife Kathleen J. McMahan of Transylvania County and State of North Carolina of the first part, to Edna M. Goolsby of Transylvania County and State of North Carolina of the second part:

WITNESSETH, That the said parties of the first part in consideration of Ten and no/100 Dollars to them paid by the party of the second part, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey to said party of the second part, her heirs and assigns, a certain tract or parcel of land in Brevard Township, Transylvania County, state of North Carolina, adjoining the lands of and others, and bounded as follows, viz:

BEGINNING at a stone in the North margin of U. S. Highway #64, Southwest corner of the Fisher property, and runs thence, with the line of the Fisher property, North 1122 feet, more or less, to a stake in the Southern margin of the Transylvania Railroad Company right-of-way; thence, with the Southern margin of said right-of-way, South 56 deg. 45 min. West 615 1/2 feet, more or less, to a stake in said margin; thence South 534.5 feet, more or less, to an iron stake, Northwest corner of the Mary Randolph Witmer lot; thence, with the line of the Mary Randolph Witmer lot and the home lot of the party of the first part, East 256.2 feet, more or less, to an iron stake; thence South 10 deg. 4 min. East 265.7 feet, to a telephone pole in the North margin of U. S. Highway #64, in an easterly direction to the BEGINNING.

And being a part of that certain tract of land described in deed from M. J. Orr, et al., to George C. Witmer, dated April 6, 1896, and recorded in Book 14, page 55, Records of Deeds for Transylvania County, N. C.

And being the same property as described in a deed dated April 24, 1941 from Maude Boswell Witmer, to Edna M. Smith, and which is duly recorded in the office of the Register of Deeds for Transylvania County, N. C. in Deed Book #76, Page 247.

It is understood and agreed that the party of the second part, or his heirs or assigns, shall not construct any buildings on any of the twenty lots lying nearest U. S. Highway #64 in any subdivision of the property hereinabove described except residences or apartment houses costing not less than \$3,000.00.

It is understood and agreed that the property hereinabove described is subject to a right-of-way to Duke Power Company from the party of the first part, dated October 1, 1940, and recorded in Book #71, page 237, records of deeds for Transylvania County, and to the right-of-way of the telephone line now constructed across the lower part of said property.

This property is conveyed subject to the following protective covenants:

PROTECTIVE COVENANTS

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1967, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and wither to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these Covenants by judgment or Court order shall in no wise effect any of the other provisions which remain in full force and effect.

A. All lots in the tract shall be known and described as residential lots; No structure shall be erected, altered, placed, or permitted to remain on any residential building plot 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 and other outbuildings incidental to residential use of the plot.

B. No Building shall be located nearer to the front lot line or nearer to the side street line than the Building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 10 feet to any side street line; no building, except a detached garage or other outbuilding located 75 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7500 square feet of a width of less than 60 feet at the front building set back line.

D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

F. No dwelling costing less than \$2,500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet in the case of a one-story structure nor less than 500 square feet in the case of a one and one-half, two, or two and one-half story structure.

G. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

H. No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land, and all privileges and appurtenances thereto belonging, to the said party of the second part, her heirs and assigns, to her only use and behoof forever.

And the said parties of the first part, for them selves and their heirs, executors and administrators, covenant with said party of the second part, her heirs and assigns, that they are seized of said premises in fee and have the right to convey in fee simple; that the same are free and clear from all encumbrances, and that they do hereby forever warrant and will forever defend the said title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, The Said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Edward H. McMahan (Seal)

Attest:

Kathleen J. McMahan (Seal)

STATE OF NORTH CAROLINA,
TRANSYLVANIA COUNTY.

I, Robbie Gay Sledge, Notary Public, do hereby certify that Edward H. McMahan and Kathleen J. McMahan his wife, personally appeared before me this day and acknowledged the due execution of the annexed Deed of Conveyance, and the said Kathleen J. McMahan being by me privately examined, separate and apart from her husband, touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily, without fear of compulsion of her said husband, or any other person, and that she doth still voluntarily assent thereto.

Witness my hand and notarial seal, this 25th day of November, A. D. 1941.

(Notary Seal)

Robbie Gay Sledge N. P. (Seal)

My Commission expires
the 3rd day of September, 1943.