207 — 301

STATE OF NORTH CAROLINA,

TRANSYLVANIA COUNTY.

R. H. Queen 5-23-74

This Deed Prepared by
RAMSEY, HILL, SMART & RAMSEY
John K. Smart, Jr., Attorney
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County Bar Association

**This Deed** Made this 5th day of March, A.D. 19 74,

by STELLAR - N. C., INC.,

A corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal office located at Brevard of the County of Transylvania, State of North Carolina, grantor, and EDWARD B. NELSON and wife, ANN GOWER NELSON, 211 S. Clark Street, Milledgeville, Georgia - 31061, grantees (singular or plural)

WITNESSETH, That the said party of the first part, in consideration of Ten Dollars ($10.00) to it paid by the grantees, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents, doth grant, bargain, sell and convey unto the said grantees the following land, situate, lying and being in Dunns Rock Township, Transylvania County, State of North Carolina and more particularly described as follows:

BEGINNING at an iron pin located in the center of a thirty-foot road serving the property belonging to the grantors, said iron pin being located North 19° 45' West 599.4 feet and South 36° 13' West 104.2 feet from a concrete monument located on the northwest side of the Walnut Hollow Road, common corner of the property of the grantors and Orr, and runs thence from said beginning point, North 75° 27' West 15 feet to an iron pin located in the west margin of the said thirty-foot road; thence South 83° 40' West 99.8 feet to an iron pin located in the south margin of a sixty-foot road serving other property belonging to the grantors and leading from the Walnut Hollow Road; thence with the south margin of said sixty-foot road on a radius of 139.43 feet in a westerly direction a distance of 42.7 feet to a stake; thence still with the south margin of said sixty-foot road, North 72° 53' West 61.8 feet to a stake; thence still with the south margin of said road in a westerly direction on a radius of 82.62 feet a distance of 48.8 feet to a stake; thence still with the south margin of said sixty-foot road, South 73° 34' West 136.7 feet to a stake; thence South 16° 26' East 10 feet to a stake; thence running still with the margin of the said sixty-foot road in a northwesterly direction on a radius of 83.72 feet a distance of 149.6 feet to a stake; thence with the west margin of said sixty-foot road, North 1° 12' East 17.6 feet to a stake; thence leaving said road running South 54° 23' West 253.2 feet to a stake; thence South 35° 10' West 96.2 feet to a stake; thence South 27° 18' West 49.4 feet to a stake; thence South 84° 12' East 338.7 feet to a stake located near the northwest margin of a driveway serving the property herein conveyed; thence South 56° 28' East 40.4 feet crossing the said driveway to a stake located on the east side of said drive; thence South 29° 35' East 171.2 feet to a point located in the center of the thirty-foot road serving the property of the grantors hereinabove referred to; thence with the center of said road, the following seven calls: North 42° 37' East 160.6 feet to a point; North 72° 12' East 56.3 feet to a point; North 66° 37' East 58.8 feet to a point; North 37° 25' East 43.9 feet to a point; North 27° 32' East 60.8 feet to a point; North 23° 35' East 75.3 feet to a point and North 18° 17' East 97 feet to the BEGINNING, containing 4.13 acres, more or less, as surveyed and platted by James B. Hemphill, RLS, on February 24, 1973.

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TOGETHER with a right of way thirty feet in width leading from the thirty-foot road referred to in the above description through other property of the grantor to the property herein described, said right of way to run along the roadbed which is now laid out and located.

It is understood and agreed that the property herein described as well as all other property belonging to the grantors and which was purchased from the Trustees of the Employees' Profit Sharing Retirement Plan of W. N. C. Pallet and Forest Products Company in Deed Book 195, page 668, shall be subject to the following restrictive and protective covenants:

1. LAND USE AND BUILDING TYPE: All property in this subdivision shall be used solely for residential purposes and only one residence may be constructed on a tract. However, it is specifically understood and agreed that there may be constructed a guest house or other approved structures, and such other outbuildings incidental to residential use in addition to the private dwelling.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans, specifications and site plans showing the location of the structure have been approved by the grantor, its successors or assigns, especially as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved.

Real Estate Excise Tax 0.70 0.00

STATE OF NORTH CAROLINA REVENUE STAMP

3. DWELLING SIZE: The minimum of the ground floor of the main structure, exclusive of one story open porches and garages, shall be not less than seven hundred twenty (720) square feet for one story dwellings.

4. BUILDING LOCATION: In any event no building shall be located on any lot nearer than twenty (20) feet to the front lot on all streets. No building shall be located nearer than twenty (20) feet to an interior lot line. No dwelling shall be located on any interior lot line nearer than twenty (20) feet to the rear lot line.

5. ROAD MAINTENANCE: Each property owner will pay pro rata share of road maintenance each year.

6. LOT SIZE: No lot shall be subdivided by any grantee, his heirs or assigns into tracts of less than two acres.

7. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

8. SIGNS: No sign of any kind shall be displayed to the public view on any lot 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 and sales period.

9. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes.

10. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained for a garbage 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.

11. COMPLETION OF STRUCTURES: Construction of any building shall be complete within one (1) year of the date that construction was begun.

## GENERAL PROVISIONS

1. GENERAL PROVISIONS: Any restriction above indicated may be modified by mutual consent of the grantor, its successors or assigns and the owner of the tract involved, if the grantor, its successors or assigns are of the opinion that the modification will not injure other property owners in the subdivision.

2. TERMS: 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

3. ENFORCEMENT: Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

4. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

5. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting shall be constructed as to block view of streets, roads or driveways.

6. TEMPORARY STRUCTURES: No mobile homes, trailers or any structure of a temporary nature may be placed upon the premises.

Taxes for this year shall be prorated.

Being a part of ~~Being~~ the same land described in deed from Trustees'-Employees' Profit Sharing Retirement plan of W.N.C. Pallet and Forest Products Company to the party of the first part, recorded in Deed Book 195, page 668.

TO HAVE AND TO HOLD, the aforesaid land and all privileges and appurtenances thereto, belonging to the said ~~grantor~~ grantees, their heirs and/or successors and assigns forever.

And the said grantor for itself, its successors and assigns, covenants with the said grantees, their heirs and assigns, that it is seized of said premises in fee, and has the right to convey the same in fee simple, that the same are free and clear from all incumbrances, and that it will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, said grantor has caused these presents to be signed in its name by its President, and its corporate seal to be hereto affixed and attested by its secretary this day and year first above written.

STELLAR - N. C., INC.

Attest: James F. Mulling
James F. Mulling, Secretary

By: E. Walter Kersey
E. Walter Kersey, President

STATE OF FLORIDA, POLK County.

This 18 day of March, A.D., 19 74, personally came before me, _____, a notary public, JAMES F. MULLING, who, being by me duly sworn, says that he knows the Common Seal of STELLAR - N. C., INC., and is acquainted with E. WALTER KERSEY who is the _____ President of said Corporation, and that he, the said JAMES F. MULLING, is the _____ Secretary of the said Corporation, and saw the said _____ President sign the foregoing instrument, and saw the said Common Seal of said Corporation affixed to said instrument by said _____ President, and that he, the said Secretary, signed his name in attestation of the execution of said instrument in the presence of said _____ President of said Corporation, as the act and deed of said Corporation.

Witness my hand and notarial seal, this the 18 day of March, A.D. 19 74

My commission expires NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES JUN. 28, 1975 GENERAL INSURANCE UNDERWRITERS, INC.

Notary Public

STATE OF _____, _____ County.

This _____ day of _____, A.D., 19 _____, personally came before me, _____, a notary public, _____ who, being by me duly sworn, says that he is _____ President of the _____ and that the seal affixed to the foregoing instrument in writing is its Corporate Seal, and that said writing was signed and sealed by him in behalf of said Corporation by its authority duly given. And the said _____ President acknowledged the said writing to be the act and deed of said Corporation.

Witness my hand and notarial seal, this the _____ day of _____, A.D., 19 _____.

My commission expires _____

Notary Public

STATE OF NORTH CAROLINA TRANSYLVANIA COUNTY.

The foregoing certificate of Harry Green,

is certified to be correct. This instrument was presented for registration this 23 day of MAY, 19 74, at 3:30 ~~A.M.~~, P.M., and duly recorded in the office of the Register of Deeds of Transylvania County, North Carolina, in Book 209 Page 301. This 23 day of MAY, A.D., 19 74

Fred Nelson
Register of Deeds

By Vida L Edwards
Assistant - Deputy Register of Deeds

Corporation Deed

FROM

STELLAR - N. C., INC.

TO

EDWARD B. NELSON and wife,

ANN GOWER NELSON.

7.00