

The foregoing certificate(s) of
William H. McKeever
is/are certified to be correct.
This 11 day of Feb, 2005.
Cherokee County
Register of Deeds
By: Debbie Dockery
Debbie Dockery
Assistant/Deputy

FILED in Cherokee County, NC
on Feb 18 2005 at 10:54:53 AM
by Debbie Dockery
Register of Deeds
BOOK 1142 PAGE 108

Issued Feb 18 2005
\$260.00
State of North Carolina
Cherokee County
Real Estate Excise Tax

WARRANTY DEED

This instrument was prepared by William H. McKeever of the law firm of McKeever, Edwards, Davis and Hays, P.A. Title to the lands and/or interest in lands described herein is not certified unless a separate, written title opinion has been given to, or title insurance obtained for, the Grantees herein by said law firm.

State of North Carolina
County Of Cherokee

Title File No. 4060-C

This Indenture made the 7th day of February 2005, by and between:

RAY NEWCOMB CONSTRUCTION, LLC,
a North Carolina Limited Liability Company

hereinafter called Grantors, and

KELLY M. AUSTIN and wife, PAULA AUSTIN

5881 Charter Lane
Davis, NC 28831

hereinafter called Grantees, (said designations shall include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns).

Witnesseth, That the Grantors, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to them in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantees, their heirs and/or successors and assigns, (subject to the terms, conditions, covenants, restrictions, exceptions and reservations hereinafter stated, if any), the following particularly described real estate, located in Cherokee County, North Carolina to-wit:

All that certain tract or parcel of land containing 1.12 acres, more or less, designated as Lot 51 of the Newcomb and Blauvelt Property, District #4, Notta Township, Cherokee County, North Carolina, and being more particularly described according to a plat of survey dated December 17, 2004, by Felix Edward Palmer, Jr., P.L.S., and from said plat described as follows:

BEGINNING on an iron pipe (found), the easternmost corner of the herein-described lot and a corner common to Lot 12 of Winding Oaks, Phase Two, said BEGINNING corner being situate; N 59-25 W 176.93 feet from a nail (found) at the base of an iron pipe (found) which is situate in a line common between Lot 12 of Winding Oaks, Phase Two and lands owned, now or formerly, by Kesler, and runs thence from said BEGINNING corner and with a line common to Lots 12 and 11 of Winding Oaks, Phase Two, respectively, S 48-03 W 15.50 feet, S 48-03 W 24.87 feet, S 48-03 W 98.25 feet to an iron pipe (found), and S 43-25 W 128.71 feet to an iron pipe (set); thence with a line common to Lot 52, N 65-15 W 46.78 feet and N 65-15 W 10.54 feet to an iron pipe (set) in a ditch; thence running with the centerline of said ditch and continuing with the line of Lot 52, N 16-08 W 25.48 feet, N 22-51 W 44.65 feet, N 01-09 W 47.41 feet, N 33-18 W 26.29 feet, N 13-53 W 26.91 feet, N 25-13 W 15.89 feet,



CHEROKEE COUNTY, NORTH CAROLINA
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and N 23-12 W 15.41 feet to an iron pipe (set) in the centerline of an existing access road; thence running with the centerline of said road and with a line common to Lot 53, N 48-07 E 42.53 feet, N 56-43 E 33.47 feet and N 72-26 E 15.77 feet to an iron pipe (set) in said road centerline; thence turning and leaving said road and continuing with the line of Lot 53, N 36-17 E 48.75 feet to an iron pipe (set); thence with a line common to lands owned, now or formerly, by Kessler, S 59-25 E 230.63 feet to the BEGINNING.

ALSO HEREIN CONVEYED is a non-exclusive, perpetual right-of-way and easement over and across the existing access road which traverses the above-described lot, said road having a right-of-way width of 30 feet, 15 feet on each side of the centerline thereof, and whose centerline forms a portion of the west boundary line and which traverses the north portion of the above-described lot and which leads therefrom over and across Lot 12 of Winding Oaks, Phase Two, and over and across the existing 30-foot right-of-way and easement, within which is situate an existing access road, which traverses lands owned, now or formerly, by Forrester and which also traverses and serves Willow Tree Lane Subdivision, for the purposes of ingress, egress and regress and utilities thereon from the above-described lot to the public road.

EXCEPTING AND RESERVING FROM this conveyance is a non-exclusive, perpetual right-of-way and easement 30 feet in width, 15 feet on each side of the centerline thereof, over and across the existing access road, the centerline of which forms a portion of the west boundary line and which traverses the north portion of the above-described lot and over and across the 30-foot right-of-way and easement which runs along the east portion of the above-described lot, so as to provide ingress, egress and regress and utilities thereon from the remaining appurtenant lands of Grantors to the public road.

THIS CONVEYANCE IS SUBJECT TO the rights of others in and to the use of the existing rights-of-ways and easements 30 feet in width, as above-referenced, as a means of ingress, egress and regress and utilities thereon to the public road.

THIS CONVEYANCE IS SUBJECT TO the various rights-of-ways and easements in favor of Blue Ridge Mountain EMC for the distribution of electric power to the lands owned, now or formerly, by Forrester.

THIS CONVEYANCE IS SUBJECT TO the following Restrictive Covenants and Conditions which shall run with the land as above-described as follows:

- 1) House trailers, mobile homes, pre-fabricated homes, or modular homes are not allowed in the subdivision;
 - (a) Constructed dwellings must contain at least 900 square feet of enclosed floor space exclusive of garages, carports, screened areas, porches, patios, terraces, and decks;
 - (b) Recreation vehicles and travel trailers may be used if permanent dwelling is under construction, but construction to shell home stage must be completed within one year of start of construction; and
 - (c) No commercial vehicles, including tractor trailers and semi-tractor trailers shall be permitted to be stored or parked on any lot within the subdivision. However, motor homes, recreation vehicles and campers may be stored upon said lots after construction is completed so long as said motor homes, recreation vehicles and campers are not used for living quarters or residences.
- 2) No un-licensed, unused, discarded, or salvaged motor vehicle, or any part thereof, and no unusable or salvaged household appliance, or any part thereof, shall be placed or left upon the above-described lot;

- 3) No livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets are permitted so long as they do not number more than two and as long as they are kept within the boundary line of the property and not raised for commercial purposes;
- 4) The grounds of the above-described lot shall be kept in good condition. The yard will be mowed and kept in a clean fashion; and
- 5) The above-described lot shall be subject to Road Maintenance Fees as prescribed by those owners who participate in the maintenance of the subdivision road which serves Willow Tree Lane Subdivision and shall be subject to a Road Maintenance Fee of \$100.00 per year for the maintenance of the roads which serve the Newcomb and Baluvelt Property.

EXCEPTING AND RESERVING FROM this conveyance is a 6-foot by 6-foot area upon which is situate a well, together with a non-exclusive, perpetual right-of-way and easement to lay and maintain a waterline leading from said well over and across the above-described lot to those lots which obtain water from said well and to go upon the above-described lot whenever the same is reasonably necessary for the purpose of inspecting, maintaining and repairing said well and water system including waterlines.

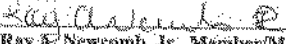
FOR SOURCE OF TITLE reference Deed Book 1142, Page 92, Cherokee County Registry.

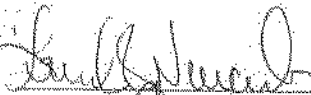
To Have and to Hold the above described land and premises, with all the appurtenances thereto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns forever, (subject to the terms, conditions, covenants, restrictions, exceptions and reservations hereinabove stated, if any).

And the Grantors covenant to and with the Grantees, their heirs and/or successors and assigns, that the Grantors are lawfully seized in fee simple of said land and premises, and have full right and power to convey the same to the Grantees in fee simple, and that said land and premises are free from any and all encumbrances (with the exceptions above stated, if any), and that they will and their heirs, executors, administrators and/or successors shall forever warrant and defend the title to said land and premises, with the appurtenances, unto the Grantees, their heirs and/or successors and assigns, against the lawful claims of all persons whomsoever.

In Witness Whereof each 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.

RAY NEWCOMB CONSTRUCTION, LLC

 (SEAL)
Ray A. Newcomb, Jr., Member/Manager

 (SEAL)
Linda J. Newcomb, Member/Manager

STATE OF NORTH CAROLINA

COUNTY OF CHEROKEE

I, William H. McKeever, a Notary Public of the aforesaid state and county, do hereby certify that Ray A. Newcomb, Jr. and Linda J. Newcomb, Member/Managers of Ray Newcomb Construction, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Managers on behalf of and as the act of the company referred to in this acknowledgment.

WITNESS my hand and Notarial Seal this 12 day of February 2005.

My Commission expires:

11/16/2006

William H. McKeever
Notary Public



Prepared By

McKeever, Edwards, Davis & Hays, P.A.
Attorneys at Law
Suites 2, 4 & 5 Professional Bldg.
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Murphy, North Carolina
PHONE: (828) 837-2178

DEED STAMPS: \$ 248.05