

***8.7 Acres Nestled in the Woods
Hear the Sound of the State Stocked Trout Stream Below***



***Offered For \$59,900
MLS#401850***

8.7 acres nestled in the woods with large trees. Good homesite in private wooded setting overlooking the large bold Spring Creek state stocked trout creek on other side of road. Easy walking to a great fishing spot! Wonderful creek sounds throughout property! Paved frontage and also has another access by easement road to home site. Power, phone and fiber internet close by. Just a couple of minutes from Trust General Store and Cafe. A good opportunity for a reasonably priced scenic property for your mountain retreat!

Mountain Home Properties www.mountaindream.com
Contact: Steve DuBose - sdubose@mountaindream.com 828-622-3222
Cindy DuBose - cdubose@mountaindream.com cell 828-734-9158



TBD NC 209 Highway, Hot Springs, North Carolina 28743

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List Price: **\$59,900**

MLS#: **4018504** Category: **Lots/Acres/Farms** County: **Madison**
Status: **ACT** City Tax Pd To: **No City Taxes Paid** Tax Val: **\$51,077**
Subdivision: **None** Zoning: **RES** Complex:
Zoning Spec: **RES** Deed Ref: **577/298**
Parcel ID: **8755-12-9548** Apx Lot Dim:
Legal Desc: **See Deed Description Bk577 Pg298**
Apx Acres: **8.78**
Lot Desc: **Private**
Elevation: **2500-3000 ft.**



General Information

Type: **Acreage**
Can Divide?:
\$/Acres: **\$6,822.32**
Levels:

School Information

Elem: **Hot Springs**
Middle: **Madison**
High: **Madison**

Land Information

Apx Acres: **8.78**
Acres Cleared:
Acres Wood:
Min SF to Bld: **800**
Prop Found:
Rd Frontage: **Easement, State Road**
Lot Desc: **Private**
Restrictions: **Deed**

Utility/Plan Information

Sewer: **Septic Needed**
Water: **Well Needed**
Dwellings: **No**
Beds Septic:

Additional Information

Prop Finance: **Cash, Conventional** Lease Considered: **No**
Ownership: **Seller owned for at least one year**
Spcl Cond: **None**
Rd Respons: **Publicly Maintained Road, Privately Maintained Road**

Features

Lot Description: **Private**
View: **Water**
Fixtures Exclsn: **No**
Exterior Cover:
Road Surface: **Gravel, Paved**
Suitable Use: **Private Estate, Recreational/2nd House, Residential**
Utilities: **Fiber Optics, Wired Internet Available, Other - See Remarks**
Doors:
Basement Dtls:
Road Frontage: **Easement, State Road**
Patio/Porch:
Fire Sprinkler:

Association Information

Subject to HOA: **None** Subj to CCRs: **Yes** HOA Subj Dues: **No**
Prop Spc Assess: **No/No**
Spc Assess Cnfrm: **No/No**

Remarks Information

Public Rmrks: **8.7 acres nestled in the woods with large trees. Good homesite in private wooded setting overlooking the large bold Spring Creek state stocked trout creek on other side of road. Easy walking to a great fishing spot! Wonderful creek sounds throughout property! Paved frontage and also has another access by easement road to home site. Power, phone and fiber internet close by. Just a couple of minutes from Trust General Store and Cafe. A good opportunity for a reasonably priced scenic property for your mountain retreat!**
Directions: **From The junction of Hwy. 209 and Hwy. 63(Near Trust General Store) Go north on Hwy. 209 for 50 feet and turn up paved driveway. Park at top of hill and walk out the road to the left to property at end of road on left**

Listing Information

DOM: **191** CDOM: **191** Slr Contr:
UC Dt: DDP-End Dt: LTC:

MLS#: 4018504

TBD NC 209 Hwy, Hot Springs, NC 28743

Price: \$59,900



Beautiful woods!



Creek view from property



Creek on other side of road



Good home site



Easement access road



Scenic paved frontage



Beautiful woods!



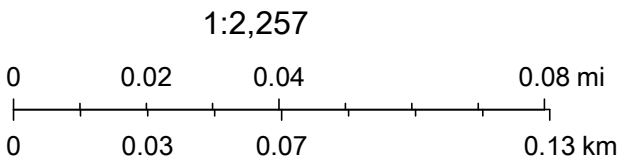


Access road

TBD NC Hwy 209

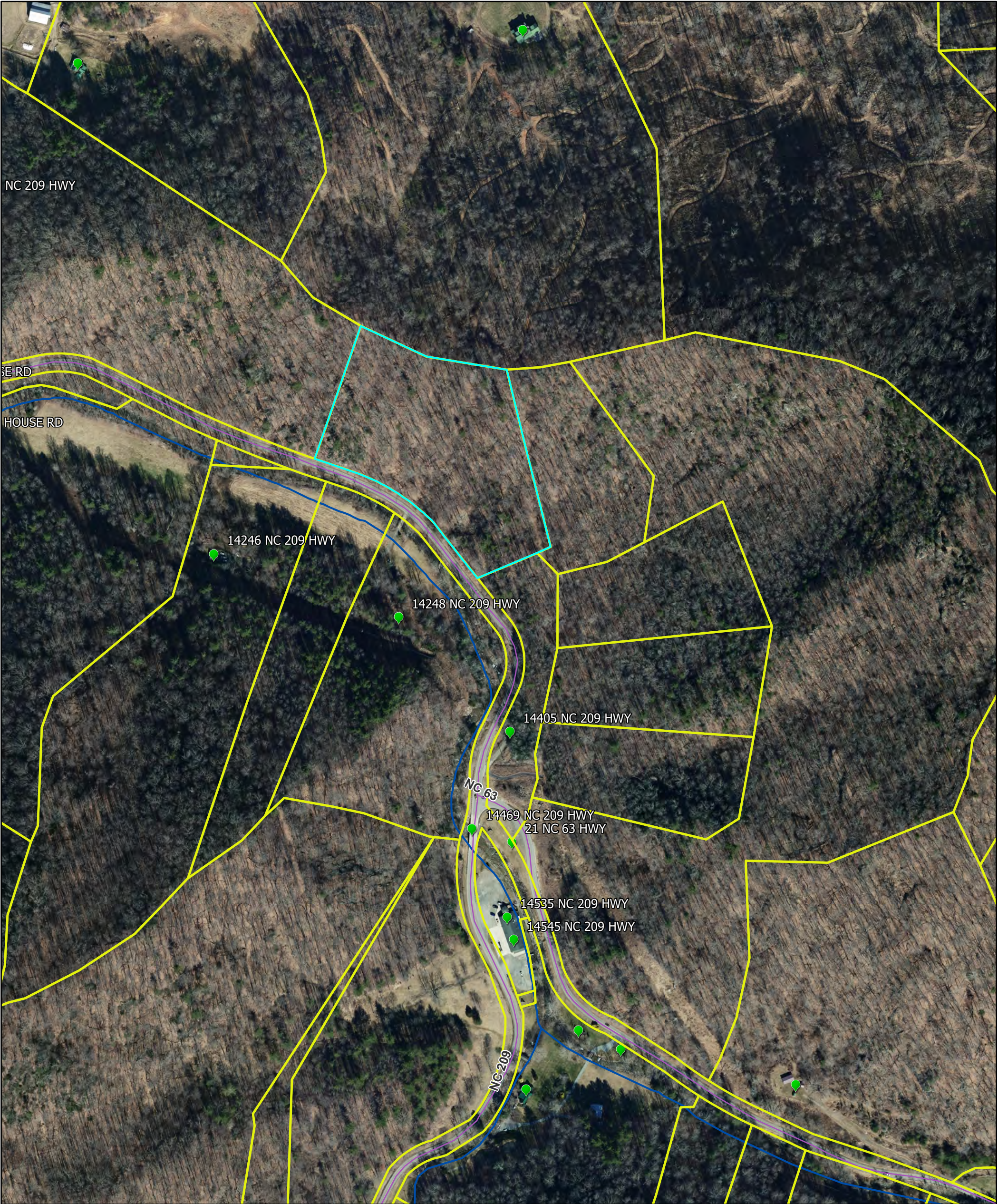


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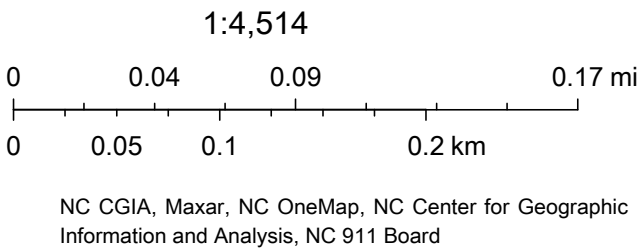


NC CGIA, Maxar, NC OneMap, NC Center for Geographic Information and Analysis, NC 911 Board

TBD NC Hwy 209



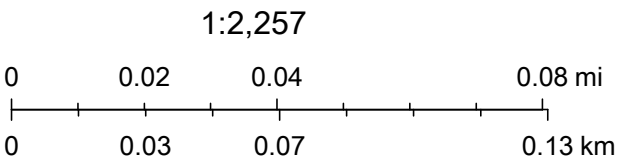
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TBD NC Hwy 209



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NC CGIA, Maxar, NC OneMap, NC Center for Geographic Information and Analysis, NC 911 Board

CLYDE REEVE
Formerly
HOMER & LOU REEVE
088 - 541

HANDY HIPPS

8.78 Ac
By DMD

TO HOT SPRINGS

209

ROAD

SPRING CREEK

N 17° 42' 00" E 483.40'

S 62° 44' 54" E 185.39'

NIP

1

2

3

4

5

6

7

8

9

10

11

RRS

End Nail

Formerly

HOMER & LOU RE

088 - 541

SW-67-12-46 35.52 feet to an RRS in the center of Highway 209; then with the Southwest line of the said Tract II and with the center of Highway 209 as follows: NW-38-42-18 246.76 feet; NW-46-37-00 87.19 feet; NW-57-32-00 100.71 feet; NW-65-45-00 156.26 feet; and NW-70-00-00 60.90 feet to the point of BEGINNING.

FURTHER CONVEYED HERewith, AS WELL AS RESERVED TO THE GRANTOR AND GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, is the perpetual and non-exclusive right of way for ingress, egress and regress and for the installation and maintenance of utility services, over a right of way having a width of 20 feet, the center line of which is described as follows:

BEGINNING at a point in the South line of the subject 8.78 acre tract, said point being denoted in the description of the boundary thereof as "the Northern terminus of the right of way hereinafter described"; then generally with or near the centerline of the existing road as follows: SE-33-57-28 54.47 feet; SE-50-21-37 31.44 feet; SE-24-42-57 16.82 feet; SW-03-22-08 55.45 feet; SE-04-53-19 149.37 feet; SW-01-42-47 54.66 feet; SW-13-16-51 177.44 feet; SW-08-48-10 91.61 feet; SW-14-22-15 64.37 feet; SE-08-19-02 108.66 feet; SW-33-29-50 51.38 feet; SW-15-13-49 31.09 feet; SE-00-12-33 35.73 feet; SW-24-34-21 17.63 feet; SW-24-34-21 19.45 feet; SW-40-09-52 53.95 feet; SW-82-57-55 44.43 feet to an RRS in the center of Highway 63.

RESTRICTIVE COVENANTS

WHEREAS Grantor owns the real property described as Tract II of Deed Book 157, Page 686, some portion of which Grantor may divide into residential lots and, to the extent Grantor does so and to the extent Grantor similarly restricts the same by recorded instrument, the Grantor desires to subject the same to a common and orderly plan of development, first for the benefit of the Grantor and then for the benefit of all present and future owners of lots similarly restricted; and, whereas Grantee has agreed to these restrictions as part of the consideration of this Deed; THEREFORE this Deed is made SUBJECT to the restrictions set forth on the attached "RESTRICTION EXHIBIT" the provisions of which shall benefit and bind all present and future owners of the subject 8.78 acre tract and which shall also benefit and bind other lots out of the said Tract II of Deed Book 157, Page 688, which are similarly restricted by recorded instrument, but which shall not benefit or bind other lots or parts out of the said Tract II which are not similarly restricted by recorded instrument.

RESTRICTION EXHIBIT

1. LAND USE AND BUILDING TYPE

The property herein described shall not be used for any other purpose other than for private residential purposes.. No commercial activities shall be conducted upon the premises herein concerned. Neither will there be permitted any conduct, enterprise, or usage that may create a nuisance, be unlawful, or act detrimentally to the peace, dignity, or value of the property described herein. It is further understood that the keeping of partially dismantled vehicles, junked cars, or unused equipment on the premises is prohibited. The keeping of old vehicles on the premises is prohibited unless such vehicles are being used for transportation.

No structure shall be erected on any lot other than a detached, single family residence, built of conventional building materials and placed on a permanent foundation, not to exceed three stories in height, and a private garage for not more than three vehicles. No more than one storage building shall be permitted per residence. The floor area of the main residential structures on any parcel shall not be less than 800 square feet of heated floor space, measured by exterior dimensions, but this shall not include porches,

balconies, garages, unfinished basements, or unheated areas. This shall not prevent the construction of homes built from modular sections, or logs. No building shall remain unfinished for more than two years after the digging of the foundation.

2. BUILDING LOCATION

No building shall be located on any lot nearer than twenty (20) feet to any property line.

3. NUISANCES

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

4. EASEMENTS

Easements for installation and maintenance of utilities are reserved ten feet on each side of every lot line. No structure of any kind shall be erected upon such utility easements. The grantees of utility easements shall have the right to access to said easements at all times to carry out the intent and purpose of the easement.

5. TEMPORARY STRUCTURE

No structure of a temporary nature, such as a trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Provided, however, that a mobile home or a bona-fide recreational vehicle may be used as a temporary dwelling for the owner while the owner is actively building a permanent dwelling, for a period of time not to exceed two years or until such time as a permanent residence is erected, whichever is the shorter period of time. This shall not prohibit the storage of a bona fide recreational vehicle, provided that no bus or other vehicle not originally designed and manufactured as a recreational vehicle shall be considered a recreational vehicle for these purposes. Neither shall this prohibit the use of a bona fide recreational vehicle as a temporary vacation house for the owner before the commencement of construction of a permanent dwelling, or as a guest house after the construction of a permanent dwelling, but for periods not exceeding six weeks in any year.

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6. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. Incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.,

7. SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless it is installed, located, and constructed in accordance with the requirements of the State of North Carolina.

8. RE-SUBDIVISION

The area of lots herein described shall not be reduced in size by subdivision except that owners of three contiguous lots may divide the inner or middle lots, thus increasing the size of the two remaining lots, which shall then be treated for all purposes pertinent to the building and use restrictions as enlarged single lots.

9. RIPARIAN RIGHTS

All owners shall respect the riparian rights of the downstream owners of any flowing water or any spring on any lot. No owner may divert, diminish, or pollute any such flowing water. It is provided, however, that an owner may make reasonable use of any such flowing water for reasonable and customary residential purposes.

10. SITUS AND SEVERABILITY

This agreement is entered in the State of North Carolina and shall be construed according to the laws thereof. Invalidity of any of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

11. ENFORCEMENT

Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

12. GENERAL PROVISIONS

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 years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years. If an instrument signed by the majority of the then owners of the property is recorded agreeing to change any restriction in whole or in part, then, and in that event, such amended restriction shall govern.

13. INTERIOR ROADS

The cost of maintaining and repairing the interior roads will be shared equally by the Grantee (or the heirs, successors and assigns of the Grantee) of every lot the deed for which is similarly restricted as this deed. Grantee acknowledges that the interior road or roads are not subject to public maintenance. Grantee accepts them in the condition in which they now are and agrees that Grantor will have no duty to maintain them or to participate in their maintenance. However, Grantor (or Grantor's designee) may, but shall not be obligated to, contract for and provide maintenance and recover the full cost of the same from lot owners in the shares stated above.

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:

SUBJECT to easements and restrictive covenants of record.

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

William H. Barutio (SEAL)
WILLIAM H. BARUTIO

Beverly J. Barutio (SEAL)
BEVERLY J. BARUTIO

..... (SEAL)

..... (SEAL)

.....
(Corporate Name)

By:

.....
President

ATTEST:

.....

.....
Secretary (Corporate Seal)

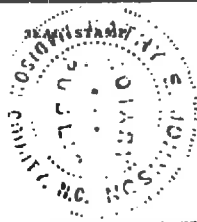
USE BLACK INK ONLY

..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)



NORTH CAROLINA, Madison County.

I, a Notary Public of the County and State aforesaid, certify that
..... WILLIAM H. BARUTIO and wife, BEVERLY A. BARUTIO Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this 4th day of February, 1992.
My commission expires: February 2, 1994 Kathy E. Johnson Notary Public

SEAL - STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that
..... Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this day of 19.....
My commission expires: Notary Public

SEAL - STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that
..... Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this day of 19.....
My commission expires: Notary Public

SEAL - STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that
..... Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this day of 19.....
My commission expires: Notary Public

SEAL - STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that
personally came before me this day and acknowledged that he is 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 19.....
My commission expires: Notary Public

SEAL - STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that
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..... 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 19.....
My commission expires: Notary Public

The foregoing Certificate(s) of Kathy E. Johnson, Notary Public,

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.

Lena Lee Buckner REGISTER OF DEEDS FOR MADISON COUNTY
By Deputy/Assistant-Register of Deeds.