



\$11.00
Real Estate
Excise Tax

This instrument prepared by:
R. S. Jones, Jr.
JONES, KEY, MELVIN & PATTON, P. A.

NORTH CAROLINA
MACON COUNTY



WARRANTY DEED

THIS DEED, Made this the 28th day of August, 1991, by LESLIE E. SOBEL and wife, BEVERLY SOBEL, of Lauderhill, Florida, parties of the first part, and DAVID G. LEIBERT, single, of 1005 Concord Street, San Diego, California 92106, party of the second part; whether one or more; the neuter gender shall be deemed to include the masculine and the feminine and the singular number the plural, and vice versa;

WITNESSETH, That the said parties of the first part, in consideration of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey unto said party of the second part, his heirs and assigns, a certain tract or parcel of land in Ellijay Township, Macon County, State of North Carolina, being more particularly described as follows:

Lot No. 61B of Whisper Mountain Estates, addition to Block B as surveyed by A. E. Brown and as shown on his plat dated March 28, 1973, a copy of which is recorded in the Office of Register of Deeds for Macon County, North Carolina in Plat Cabinet 1, Slide 81, Page 4 to which we refer for a more complete description of said property. The property hereby conveyed is all of the property described in and conveyed by the deed from Albert B. Bass and wife, Gloria Bass to Leslie E. Sobel and Stephen G. Sobel, dated December 2, 1983 and recorded in the Office of the Register of Deeds for Macon County, North Carolina in Book 0-15, page 210.

This conveyance includes and is made subject to those stipulations, restrictions and easements contained in the aforementioned deed recorded in Deed Book 0-15, page 210, and being set forth therein as follows:

"This conveyance is made subject, however, to the following express stipulations and restrictions:

"1. The land hereby conveyed shall be used for residential purposes only and no building shall be erected, altered, placed or permitted to remain on said land other than single-family dwellings or cabins, together with garages, carports and other usual outbuildings, provided, however, campers of the self-contained variety may be placed upon said land and permitted to remain for a period of not more than four weeks in any calender year and further provided that any camper or trailer permitted on said land must conform to all local sanitary codes.

"2. No temporary houses, tents, trucks, lean-tos or any other type of canvas or makeshift structure shall be placed on the land described herein.

"3. All dwellings or cabins constructed on the land described herein

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shall be of a permanent nature and shall contain a minimum of 750 square feet of indoor living space.

"4. No building shall be placed closer than 10 feet to any outside boundary line, except that if two or more lots are improved as a unit, this restriction shall apply to the boundaries of the unit.

"5. There shall be a distance of at least 40 feet between all dwellings or cabins constructed on the land described herein.

"6. The lot hereinabove described shall not be used or maintained as a 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 materials shall be kept in clean and sanitary condition.

"7. No goods, wares or merchandise shall be manufactured or sold or offered for sale or possessed for sale on any portion of said land, and no trade, business or profession, or any boarding or rooming house shall be carried on thereon, and nothing shall be done or permitted therein that shall constitute a nuisance or shall be offensive to the neighborhood, provided, however, this restriction shall not be construed to restrict the renting of single family dwellings or cabins.

"8. Only a sewage system constructed, equipped and approved by the State Board of Health shall be installed upon the premises.

"9. No cattle, sheep, goats, pigs, rabbits, poultry or other livestock, except household pets, shall be kept or maintained on any part of said property.

"The above restrictions are covenants running with the land and shall be effective as to parties of the second part, their heirs and assigns, for a period of 40 years from May 28, 1971.

"Parties of the first part reserve for themselves, their heirs and assigns, an easement along all boundary lines and along all roadways which is necessary for water lines, electric distribution lines and all other utilities, together with the right to enter upon the lands conveyed herein for the purpose of installing, maintaining, inspecting, repairing, relocating or removing said utility lines.

"Parties of the first part further convey unto parties of the second part, their heirs and assigns, the right to use water from springs located on other lands of parties of the first part, said springs being located to the Southwest of the land herein described, together with the right to install along roadways and boundary lines, maintain, inspect, repair, relocate or remove water pipelines for the purpose of utilizing water from said springs.

"Parties of the first part further convey unto parties of the second part, their heirs and assigns, the right to use in common with parties of the first part, their heirs and assigns, and others who have the right to use the same, the roadway as it now exists running from the land conveyed herein to the public road; provided, however, parties of the first part specifically reserve for themselves, their heirs and assigns, the right to use any portion of said roadway falling within the boundaries of the land hereby conveyed."

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging, or in anywise thereunto appertaining, unto the said party of the second part, his heirs, successors,

and assigns, to their only use and behoof, in fee simple forever, subject to those exceptions, reservations and limitations following the description hereinabove set forth.

And the said parties of the first part covenant with said party of the second part, his heirs, successors and assigns, that they are seized of said premises in fee, and have the right to convey the same in fee simple; that the same are free and clear from all liens and encumbrances and that they will warrant and defend the said title to the same against the lawful claims of all persons whomsoever, subject to those exceptions, reservations and limitations following the description hereinabove set forth.

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


Leslie E. Sobel (SEAL)
LESLIE E. SOBEL

Beverly Sobel (SEAL)
BEVERLY SOBEL

STATE OF Florida Drivers License 5-140-070-57-761 Beverly
COUNTY OF Broward 5-140-525-50-104 Leslie

I, Denise Zditowsky, a Notary Public of the aforesaid County and State, hereby certify that LESLIE E. SOBEL and wife, BEVERLY SOBEL personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose therein expressed.

WITNESS my hand and Notarial seal, this the 25th day of March, 1993

Denise Zditowsky
Notary Public Notary Public, State of Florida
My Commission Expires My Commission Expires April 9, 1995
Bonded Thru Troy Fain - Insurance Inc.

(NOTARIAL SEAL)

STATE OF NORTH CAROLINA, COUNTY OF Macon Denise Zditowsky
The foregoing or annexed certificate(s) of Zditowsky, a N. P. of Broward County, State of FL; attested by her (Seal) is certified to be correct.

Presented for registration and recorded in this office in Book W-19
Page 295, this the 8th day of Apr, 1993 at 4:01
o'clock P M.

Janet Yubomas By Regina Parrish (Dep)
Register of Deeds
Macon County, North Carolina