

STATE OF NORTH CAROLINA

COUNTY OF MACON

Each of the certificate, or certificates, namely of

Debra H. Robb

a Notary or Notaries Public of the County and state designated is certified to be correct and filed for registration on the 10th day of June 2004 in book E-28 at page 107-111 at 2:44 o'clock P. M.

ADELAIDE K. GREEN, REGISTER OF DEEDS

BY Cynthia S. Stedman
DEPUTY / ASSISTANT

PREPARED BY: ORVILLE D. COWARD, JR.
REVENUE \$620.00



NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made, executed and delivered this 7th day of June, 2004, by and between ELDEN R. LEE and wife, JOAN C. LEE, GRANTORS and THOMAS J. TODD and wife, DAWN E. TODD, GRANTEES;

The designation Grantors and Grantees as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

W I T N E S S E T H :

THAT the Grantors, for a valuable consideration paid by the Grantees, the receipt of which is hereby acknowledged, have and by these presents do grant, bargain, sell and convey unto the Grantees in fee simple all that certain lot or parcel of land situated in Franklin Township, Macon County, North Carolina, and more particularly described as follows:

BEING the same lands, easements, privileges and appurtenances as described in the Deed dated May 30, 2000 from Lucio Gamboni and wife, Dorothy Gamboni to Elden R. Lee and wife, Joan C. Lee recorded in Deed Book Z-23, Pages 2157-2160, Macon County Public Registry and being described therein as follows:

"Being a portion of the lands, easements, privileges and appurtenances as described in and conveyed by Deed dated January 23, 1985 from Norman Dolson and wife, Virginia C. Dolson to Lucio Gamboni and wife, Dorothy Gamboni, recorded in Book E-16, Page 90, Macon County Public Registry, and being described more particularly as follows:

"BEGINNING at a 12 inch Walnut on the north bank of a stream, the beginning corner of the lands described in the deed hereinabove referred to; and runs thence from said point of Beginning with the boundaries of lands now or formerly owned by Drake (Book M-20, Page 774, Macon County Public Registry) and Ammons (Book G-19, Page 1639, Macon County Public Registry), respectively and consecutively, North 04-38-20 West 180.94 feet to an existing iron pipe; runs thence with the Southeast boundary of Lot 18, North 78-35-22 East 136.04 feet to an

existing iron pipe in the Southwest edge of a cul-de-sac at the end of a 60' wide right of way known as Doster Lane; runs thence with the edge of the cul-de-sac on a curve to the left and East having a radius of 50 feet and a length of 98 feet; runs thence on a curve to the right and East, having a radius of 20 feet and a length of 14.25 feet; runs thence on a curve to the left and East, having a radius of 384.22 feet and a length of 50.31 feet to an iron pipe set; runs thence with the West boundary of Lot 16, South 03-17-22 East, passing an iron pipe set at 180.34 feet, whole distance 195.34 feet; runs thence with the abovementioned stream and the boundary of lands now or formerly owned by Kama (Book X-12, Page 155, Macon County Public Registry) North 87-57-06 West 191.40 feet and North 81-08-22 West 80.14 feet to the point of BEGINNING, containing 1.23 acres and being denominated as Lot 17, Sec B, Chapel Hills Subdivision, as shown on survey map by Thomas H. Cabe, R.L.S., dated June 5, 1998 and revised on June 1, 2000, drawing #1927.

"Together with and subject to the rights of way easements, restrictions and conditions recited in the deed first hereinabove referred to as follows:

"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 all others who may now or hereafter acquire the right to use the same, the 60 foot wide road and utility right of way known as Doster Lane to its point of intersection with Chapel Drive, and the 60 foot wide road and utility right of way known as Chapel Drive, from said intersection in a general southerly direction to the point of intersection with State Road No. 1656, all as said rights of way are laid out and platted upon the plats of Chapel Hills, Section A and Section B by Clarence A. Jenkins, Registered Surveyor, under date of June 16, 1978.

"The lands hereby conveyed are made subject to the following express restrictions, covenants, conditions and affirmative obligations as to the use thereof, the same running with the land by whomsoever owned until January 1, 2000, at which time the same shall be automatically extended for successive periods of ten years each, unless by vote of those persons owning a majority of the property made subject hereto, it is agreed to change, amend or terminate the same, in whole or in part:

"1. No trade or business and no noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an

annoyance or nuisance to the neighborhood.

"2. No commercial, swine, poultry or dairy business shall be allowed upon the lands hereby conveyed.

"3. No lot or tract shall be re-subdivided into lots or tracts containing less than three-fourths ($\frac{3}{4}$) acre exclusive of road rights of way.

"4. No home with less than 750 square feet of heated floor space shall be erected on any lot and no building may be covered with metal roofing.

"5. No trailer, tent, shack, garage, basement, barn or other outbuildings erected on any lot 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. This restriction expressly prohibits the parking or locating upon any lot of a mobile home, camper, tent, trailer, or any other temporary type structure.

"6. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage, and all waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

"7. No individual sewage disposal system shall be permitted on any lots, unless such system is designed in accordance with the requirements, standards, and recommendations of the County Health Department. Approval of such system as installed shall be obtained from such authority.

"8. No building shall be erected on any lot within forty (40) feet of the centerline of any roadway, or within ten (10) feet of any property line.

"9. Parties of the first part have caused to constructed a system of roadways from the public road to the lands hereby conveyed and to adjoining lands. Each lot owner, his, her or their respective heirs, successors and assigns, will be granted the right to use said roadways in common with other lot owners, and the Grantors, their respective heirs, successors and assigns, and shall pay their proportionate share of the cost of maintenance, upkeep and repair of said roadway system, based upon the total number of persons having the right to use the same from time to time.

"10. In the event of a violation or breach of any of these restrictions, covenants, conditions and affirmative obligations, by any property owner, employee or agent of such owner, the owners of lots subject to these restrictions, or any of the, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof, or to prevent the violation or breach hereof.

"11. The invalidation by any Court having jurisdiction thereof of any of the restrictions, reservations, conditions, or affirmative obligations hereby imposed shall in no way affect any of the other restrictions, reservations, conditions, or affirmative obligations, each being deemed to be separate and individual covenants, conditions, restrictions, and affirmative obligations."

"The foregoing conveyance is made subject to easements for existing road rights of way and utility lines and facilities and to restrictions and conditions of record."

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantees in fee simple.

AND the Grantors covenant with the Grantees that Grantors is seized of the premises in fee simple, have the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantors will warrant and defend the title against the lawful claims of all persons whomsoever.

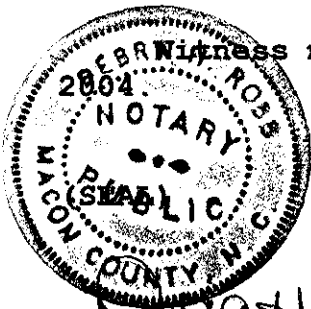
IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, or if corporate, has caused this instrument to be signed in its name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

 (SEAL)
ELDEN R. LEE

 (SEAL)
JOAN C. LEE

STATE OF NORTH CAROLINA
COUNTY OF MACON

I, [Signature], a Notary Public do hereby certify that
ELDEN R. LEE and wife, JOAN C. LEE, personally appeared before me
this day and acknowledged the execution of the foregoing and
annexed instrument for the purposes therein expressed.



Witness my hand and notarial seal this the 9th day of June,

[Signature] Notary Public

My commission expires: 5-9-09