

BK 0329 PP 842

14600

FILED
WANDA C. SCOTT
REGISTER OF DEEDS

95 JUN -1 AM 9:47

BY: *[Signature]*
DEPUTY
WATAUGA COUNTY, NC

116 462

Excise Tax *5146.00*

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.
Verified by County on the day of, 19
by

Mail after recording to

This instrument was prepared by *✓* CLAUDE D. SMITH, JR., P.C., ATTORNEY AT LAW, P.O. BOX 351
BOONE, NC 28607 TEL (704) 265-1311

Brief description for the Index 5.00 & 1.78 acre tracts in Silver Leaf Subdivision

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 10th day of May, 19 95, by and between

GRANTOR

GRANTEE

Silver Leaf, Inc., a North Carolina Corporation

Vernon A. Ball

P. O. Box 6958
Lakeland, FL 33807

28702 Megan Drive
Bonita Springs, FL 33923

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee 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.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple/ all that certain lot or parcel of land situated in the City of Watauga County, North Carolina and more particularly described as follows: Subject to restrictions as referred to herein on attached "Schedule B" Cove Creek Township,

SEE ATTACHED "SCHEDULE A" FOR DESCRIPTION

**TAX INFORMATION
RECORDED**
6-1-95 BB
Tax Supervisor

The property hereinabove described was acquired by Grantor by instrument recorded in (Tract I) Book 55 Page 249, Watauga County Registry

A map showing the above described property is recorded in Plat Book subject to restrictions as referred to herein on attached "Schedule B" 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:

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.

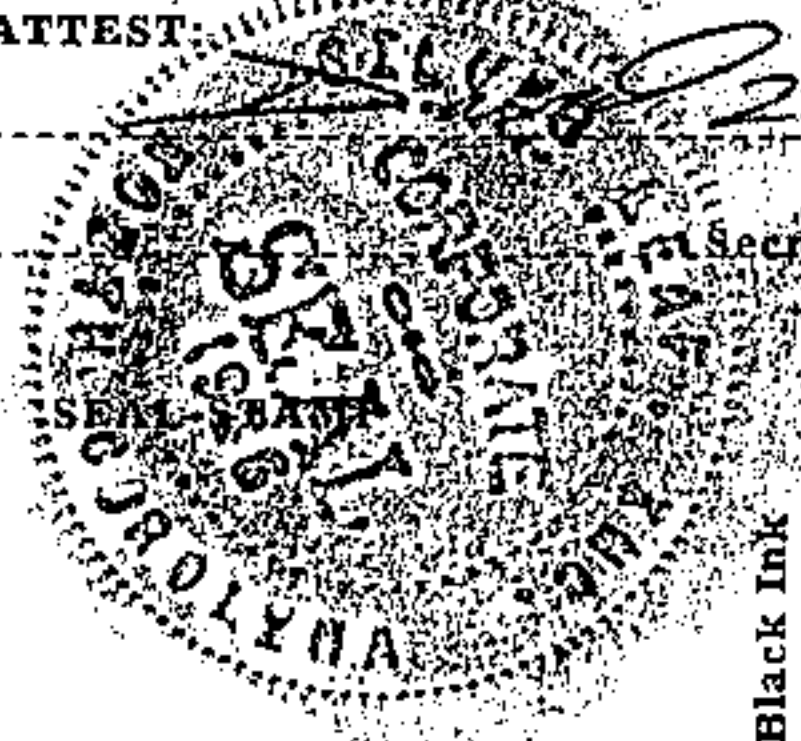
Silver Leaf, Inc. (Corporate Name)

By: Wm. H. Wakeman, III President

ATTEST: [Signature] Secretary (Corporate Seal)

USE BLACK INK ONLY

(SEAL) (SEAL) (SEAL) (SEAL)



Florida 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

Florida NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that DAVID L. WAKEMAN personally came before me this day and acknowledged that he is Secretary of Silver Leaf, Inc.



WILLIAM L. COSTINE My Comm Exp. 2/01/97 Bonded By Service Inc. No. CC259848 Personally Known [Signature] as its Secretary.

Witness my hand and official stamp or seal, this 18th day of MAY, 19 95

My commission expires: 2-1-97 William L. Costine Notary Public

NORTH CAROLINA, WATAUGA COUNTY

The foregoing Certificate(s) of William L. Costine, Notary Public, State of Florida

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.

By Wanda C. Scott REGISTER OF DEEDS FOR Watauga COUNTY Deputy/ Register of Deeds

"SCHEDULE A"**COVE CREEK TOWNSHIP WATAUGA COUNTY NORTH CAROLINA****TRACT I:**

BEGINNING on a point in the centerline of a 60.0 foot roadway, said point located S 5 degrees 6 minutes West 89.36 feet from an iron; thence with the Dorsey line, South 5 degrees 04 minutes West 871.62 feet to a point in the centerline of a 60.0 foot roadway; thence with the centerline of said roadway the following courses and distances: South 70 degrees 26 minutes West 79.35 feet, North 89 degrees 35 minutes West 60.45 feet, South 38 degrees 23 minutes West 49.79 feet to the intersection of roadways; thence with the centerline of a 60.0 foot roadway, North 75 degrees 40 minutes West 123.12 feet, North 60 degrees 50 minutes West 172.60 feet, North 46 degrees 47 minutes West 51.90 feet, North 24 degrees 40 minutes West 61.00 feet, corner to Jackson, North 3 degrees 00 minutes West 67.65 feet, North 13 degrees 12 minutes East 91.63 feet, North 33 degrees 37 minutes East 60.45 feet; thence leaving said road and continuing with Jackson, North 27 degrees 28 minutes West 240.47 feet to a point in the centerline of a 60.0 foot roadway in the line of Lot 34, Section 1, Silver Leaf Development as shown on a plat recorded in Plat Book 4 Page 233 Watauga County Registry; thence continuing with the centerline of said road, North 80 degrees 27 minutes East 29.17 feet, South 89 degrees 33 minutes East 89.35 feet; South 82 degrees 42 minutes East 92.77 feet; South 69 degrees 41 minutes East 93.92 feet; South 39 degrees 28 degrees East 97.34 feet; South 53 degrees 50 minutes East 103.70 feet; South 44 degrees 53 minutes East 45.00 feet; South 67 degrees 56 minutes East 26.88 feet; North 53 degrees 15 minutes East 50.76 feet; North 23 degrees 08 minutes East 96.12 feet; North 13 degrees 44 minutes East 69.02 feet, North 3 degrees 32 minutes West 203.71 feet; North 3 degrees 16 minutes East 61.91 feet, North 13 degrees 27 minutes East 65.35 feet; North 71 degrees 24 minutes East 37.67 feet to the BEGINNING, containing 6.00 acres by coordinate geometry, as shown on survey by H. J. Matheson, RLS L-2561 dated September 12, 1986, Map # M86260

TRACT II:

BEGINNING on a point the centerline intersection of 60.0 foot roadways, the Northeast corner of Lot 47, Section One of the Silver Leaf Development as recorded in Plat Book 4 at Page 233, Watauga County Registry, and the most southern corner of the 9.56 acre tract as recorded in Deed Book 155 at Page 899, Watauga County Registry; thence with the centerline of said roadway, Section One, Silver Leaf Development as shown on said plat, North 82 degrees 15 minutes West 165.37 feet; North 66 degrees 36 minutes West 152.81 feet; North 56 degrees 00 minutes West 45.77 feet; North 47 degrees 50 minutes West 157.39 feet; North 31 degrees 55 minutes West 45.12 feet; and North 17 degrees 29 minutes West 33.11 feet; thence leaving said roadway with a division line of the Wakeman property, North 70 degrees 50 minutes East 174.07 feet to a point in the centerline of a 60.0 foot roadway; thence with the centerline of said roadway South 24 degrees 40 minutes East 61.00 feet; South 46 degrees 47 minutes East 51.90 feet; South 60 degrees 50 minutes East 172.60 feet and South 75 degrees 40 minutes East 123.12 feet to a point in the centerline intersection of 60.0 foot roadways; thence with the centerline of said roadway, South 38 degrees 23 minutes West 26.80 feet and South 5 degrees 42 minutes East 115.27 feet to the BEGINNING, containing 1.78 acres, all according to plat and survey by Fred L. Rash, RLS No. L-1109 and dated August 26, 1976, and updated on February 1, 1990 by Hencle J. Matheson, RLS No. L-2561.

There is reserved from the above described tracts a 30.0' easement along the pattern of the tract that adjoins existing roadways.

This conveyance of the above described tracts is made subject to the restrictions as contained in the attached "Schedule B".

"SCHEDULE B"**DECLARATION OF RESTRICTIONS****SILVER LEAF SUBDIVISION**

SILVER LEAF, INC.
Developer

Post Office Box 6958
Lakeland, FL 33807

1. No tents shall be placed and no trailers or mobile homes shall be parked longer than fifteen days on any of the subject property, other than during the construction of a permanent building for a maximum of one year.
2. No exposed block, unsightly buildings, trash, junked cars or farm animals (not including horses) shall be on any of the subject property at any time.
3. All lots shall be used for residential purposes or lodging facility exclusively.
4. The Grantee herein and his heirs or assigns shall become a member of the Silver Leaf Property Owners Association; said association to be comprised of all the property owners in the Silver Leaf Development (including, but not limited to the subject property and adjoining property owners in Section I of Silver Leaf Subdivision) with one membership for each property owner of any of the subject property. Each property owner shall pay annual assessments as required by Silver Leaf Property Owners Association and each property owner shall have one vote in said association. Silver Leaf Property Owners Association shall have the right to place a lien upon any of the subject property in the event such property owner fails to pay association assessments as required by this restriction and covenant.
5. The Developer reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement over, upon, across and under each lot for the erection, maintenance, installation and use of electrical and telephone poles, wires, cable, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities, and the Developer may further cut drainways for surface water wherever and whenever such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any tress, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Developer further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision or to locate same upon any adjacent lot with the permission of the owner of such adjacent lot. Such rights may be exercised by an licensee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility or service. The Developer guarantees that in exercising the rights of this easement that no water, sewer, or power lines shall be located in any area more than ten (10) feet from the property line, except to service the premises.
6. No building shall be located closer than twenty (20) feet to the street line and not closer than fifteen (15) feet to the adjoining property line.

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from July 1, 1995 after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a

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majority of the then owners of lots affected by such covenants has been recorded, agreeing to change said covenants in whole or in part.

In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Developer shall have the right, whenever there has been constructed on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it has not been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the rights to do so hereafter, as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions in this Declaration of Restrictions contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.