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Recorded: 09/13/2005 at 03:24:25 PM
Fee Amt: \$193.00 Page 1 of 4
Excise Tax: \$170.00
Workflow# 1930712
Buncombe County, NC
Otto W. DeBruhl Register of Deeds
BK 4105 PG 645-648

Excise Tax \$ 170.00

Recording Time, Book and Page

NORTH CAROLINA GENERAL WARRANTY DEED

Tax Lot No. _____ Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 20____
by _____

Mail after recording to James M. Edmonds (#54)
This instrument was prepared by James M. Edmonds, PO BOX 206, CANDLER NC 28715

Brief Description for the index

THIS DEED made this the 28th day of July , 2005

GRANTOR

**GARY D. McKINNEY and wife,
DENISE A. McKINNEY**

GRANTEE

**GEORGE O'NEAL KIMBRO and wife,
JODI KAE KIMBRO**

4072 Greystone Drive.
Clairmont, FL 34711

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 _____, Upper Hominy Township, Buncombe County, North Carolina and more particularly described as follows :

SEE ATTACHED SCHEDULE "A & B"

The property herein above described was acquired by Grantor by instrument recorded in _____ Book , _____ Page .

A map showing the above described property is recorded in _____ 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.

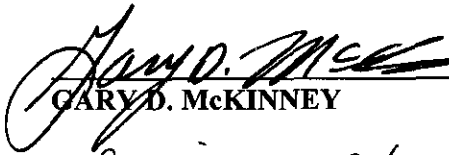
And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

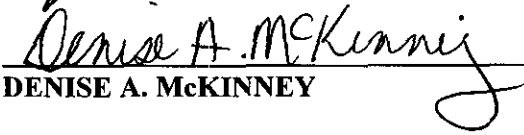
Title to the property herein above described is subject to the following exceptions:

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.

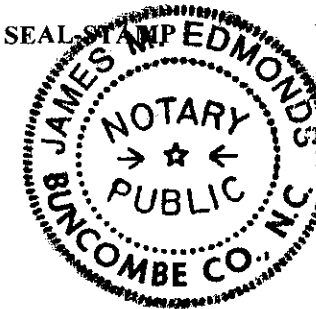
(Corporate Name)

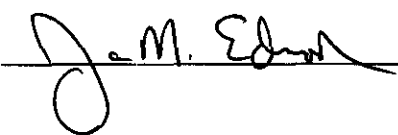
By: _____


GARY D. McKINNEY (SEAL)


DENISE A. McKINNEY (SEAL)

_____ (SEAL)



NORTH CAROLINA, Buncombe County.
I, the undersigned, a Notary Public of the County and State aforesaid, certify that Gary D. McKinney and Denise A. McKinney, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 12 of July, 2005
My commission expires: 2/5/08
 Notary Public

SEAL-STAMP

NORTH CAROLINA, Buncombe County.
I, a Notary Public of the County and State aforesaid, certify that, _____
_____, personally came before me this day and acknowledged that s/he is, _____, of, _____
_____, a corporation, and that s/he, as _____,
being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official stamp or seal, this _____ day of _____, 2005.

Notary Public
My Commission Expires: _____

The foregoing Certificate(s) of James M. Edmonds

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: Otto W. DeBruhl REGISTER OF DEEDS FOR Buncombe COUNTY
Karen A. Faber Deputy/Assistant-Register of Deeds.

SCHEDULE "A"

Lying and being in Upper Hominy Township, Buncombe County and Described as Follows:

BEGINNING at a rebar found, marking the Easternmost corner of the John M. Blondin property as described in Deed Book 3133 at Page 609 and further being shown in Plat Book 93 at Page 114, Buncombe County Registry, and from the Beginning corner thus established, runs with the Akers property as described in Deed Book 3745 at Page 373, South 31° 24' 52" East 115.53 feet to a rebar found; thence North 38° 29' 41" East 54.63 feet to a rebar found; thence with the Southern line of property as conveyed to Powell Shannon Elswick, et ux, North 85° 26' 46" East 637.43 feet to a rebar set; thence with the Taylor property, South 07° 22' 57" West 593.49 feet to a rebar set; thence with the new line of the Gary McKinney property, North 79° 26' 22" West 964.28 feet to a rebar set in the center of the 45 foot road right of way known as Ridgeway Road as further shown in Plat Book 86 at Page 155 and Plat Book 92 at Page 51 and Plat Book 90 at Page 127; thence more or less with the center of said road, North 03° 47' 18" West 108.82 feet; thence North 03° 49' 59" East 105.23 feet; thence North 20° 36' 08" West 70.44 feet; thence North 00° 06' 02" West 41.63 feet to a point located in said road and further in the line of the Blondin property; thence with the Blondin property, South 32° 25' 58" East 68.97 feet; thence leaving the right of way for Ridgeway Road and continuing with the Blondin property, South 72° 27' 55" East 172.42 feet to a rebar found; thence North 29° 49' 55" East 237.58 feet to the Point or Place of Beginning.

CONTAINING 10.0 acres, more or less and being all of that property designated as Tract Two on an unrecorded map entitled "Exempt Subdivision Plat of a Portion of the Property of Gary D. McKinney" dated June 22, 2005 by Stephen T. Paul, P.L.S.

CONVEYANCE is made together with and subject to utility easements, restrictions as set forth on Exhibit B, hereto attached, the 45 foot road right of way referred to a cartway as shown on Plat Book 34 at Page 51, Ridgeway Road as located withing said cartway and said 45 foot right of way and further with the non-exclusive easement for ingress, egress regress to the above described property over the 45 foot right of way, above referred to, to the nearest public road.

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SCHEDULE "B"

RESTRICTIONS FOR DEED FROM GARY D. MCKINNEY AND WIFE, DENISE A. MCKINNEY

THIS CONVEYANCE of the Property is subject to the restrictions set out below, which restrictions shall be binding on Grantee, his heirs, successors and assigns. If the Grantee, his heirs, successors or assigns shall violate or attempt to violate any of the restrictions herein, it shall be lawful for Grantor, his heirs, successors or assigns to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction and either to prevent him from so doing, or to recover damages for such violation. Invalidation of any one of these restrictions by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect. These restrictions may further be enforced pursuant to the same conditions by any Grantees from the Grantor of property which is a part of Deed Book 2441 at Page 353 of the Buncombe County Register of Deeds Office.

1. **Residential Property.** The property shall be known and described a private residential property and no portion of the Property shall be used for any other purpose. No structure shall be erected, altered, placed or permitted to remain on the Property other than one (1) single family residence, not to exceed two stories in height (excluding basement) and two (2) attached or detached private garages for not more than three (3) vehicles. All house plans and structures to be placed on the subject property must have the prior written approval of the Grantor. Single wide, double wide or triple wide mobile homes or said homes modified to be modular homes are expressly prohibited from the subject property. Any home placed on the subject property must have at least 1800 square feet of heated living space, which excludes basements. Any tract or parcel of land as conveyed by the Grantors, Gary D. McKinney and Denise A. McKinney shall not be further subdivided so as to create any additional building lot with the exception of that tract or parcel of land as originally conveyed to Robert C. Akers and wife, Jane Love Akers which may be subdivided one time to allow a second building site. It is the intention of these restrictions that no other tracts as conveyed by McKinney shall be further subdivided so as to create any additional building lots or housing sites. All foundations must be veneered with either brick or stone and final house plans must have the approval of the Grantor, as previously set forth.
2. **Road Maintenance.** It is agreed that Grantee shall periodically maintain the Road with the owner(s) of other lots as sold by the Grantor, including adequate pavements, sufficient to keep the road in stable condition, free of ruts and potholes, sufficient to allow comfortable passage by any type of motor vehicle over and across the Road and to and from any other road or street adjoining the Road. Grantee shall be responsible to pay a proportional share of the cost of maintenance of the Road and repairs to the Road with other Grantees from the Grantor. If the Grantee shall fail to pay his or her proportional cost in having the Road repaired or maintained, the Grantee shall subject himself or herself to liability in favor of the Grantor, his heirs, successors and assigns, having contributed their proportionate part of such costs. The aforesaid contributing parties may enforce such liability by instituting suit against the non-contributing party, obtaining judgment against him or her and enforcing the judgment through execution.
3. **No Trade of Business.** No trade or business and no noxious or offensive activities shall be carried on upon any of the Property, nor shall anything be done thereon which may become an annoyance or nuisance to the owner(s) of the other lots. All lots shall be used solely for residential purposes and no businesses may be maintained on the subject property.
4. **No Signs.** No billboards or signboards, except one suitable sign for identification or for sale and rent of the site, shall be placed or maintained on the Property.
5. **No Trailers.** No trailers of any kind, abandoned or unlicensed or any unsightly motor vehicle, temporary house or mobile home may be parked on the Property.
6. **No Dumping.** No portion of the Property shall be used or maintained as a dumping ground or pit for rubbish, trash or garbage. All such waste shall be kept in sanitary containers until disposed of.
7. **Wooden Fences Only.** No fence shall be constructed on the Property except for one constructed of wood and all wood and any other fence(s) shall be of the same quality, grade and color. Any existing chain link fences, presently on the subject property may remain.

THESE RESTRICTIONS shall be effective until December 31, 2024, at which time, unless a majority of the homeowners shall vote to change said restrictions, then the same shall automatically renew for an additional ten (10) year period.

Excise Tax **\$0.00**

Recording Time, Book and Page

NORTH CAROLINA GENERAL WARRANTY DEED

Tax Lot No. _____ Parcel Identifier No. _____

Verified by _____ County on the ____ day of _____, 20____

by _____

Mail after recording to James M. Edmonds (TITLE NOT EXAMINED)

This instrument was prepared by James M. Edmonds, PO BOX 206, CANDLER NC 28715

Brief Description for the index

THIS DEED made this the 2nd day of September, 2008

| GRANTOR | GRANTEE |
|--|---|
| POWELL SHANNON ELSWICK and wife, REBECCA C. ELSWICK | POWELL S. ELSWICK, AS TRUSTEE OF THE POWELL S. ELSWICK FAMILY TRUST, DATED APRIL 18, 2008 12903 Magnolia Pointe Blvd. Clermont, FL 34711 |

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 _____, Upper Hominy Township, Buncombe County, North Carolina and more particularly described as follows :

SEE ATTACHED SCHEDULE "A"

The property herein above described was acquired by Grantor by instrument recorded in _____ Book , _____ Page .

A map showing the above described property is recorded in _____ 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 herein above 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.

GRANTOR

(Corporate Name)

P.S. Elswick (SEAL)
Powell S. Elswick, ~~Notary Public~~

By: _____

Rebecca C Elswick (SEAL)

(SEAL)

(SEAL)



FLORIDA, LAKE County.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Powell S. Elswick ~~Grantor~~ ^{hannon} Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 20th of ~~August~~ ^{Sept.}, 2008

My commission expires: _____

Kathleen A. Dwyer Notary Public

SEAL-STAMP

NORTH CAROLINA, Buncombe County.

I, a Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that s/he is, _____ of, _____, a corporation, and that s/he, as _____, being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official stamp or seal, this _____ day of _____, 2005.

My Commission Expires: _____ Notary Public

The foregoing Certificate(s) of _____

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 _____ REGISTER OF DEEDS FOR _____ COUNTY
Deputy/Assistant-Register of Deeds.

SCHEDULE "A"

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LYING AND BEING IN UPPER HOMINY TOWNSHIP, BUNCOMBE COUNTY, NORTH CAROLINA

BEGINNING at a rebar found, marking the Southernmost corner of the Hugh H. Cole, Jr., et ux property as described in Deed Book 3797 at Page 858, Buncombe County Registry and from the beginning corner thus established, runs South 07° 22' 57" West 374.79 feet to a rebar set; thence with property as conveyed to Kimbro, South 85° 26' 46" West 637.43 feet to a rebar found in the Robert Akers line; thence with the Eastern line of the Robert Akers property, North 00° 30' 16" East 819.30 feet to a point located in a 45 foot road right of way known as Ridgeway Road as further shown on Plat Book 90 at Page 127; thence with said right of way, North 24° 45' 01" East 55.22 feet to a rebar found; thence North 59° 48' 35" West 22.50 feet; thence North 34° 44' 06" East 45.14 feet to a rebar found; thence crossing said road and running with the Cole property, South 59° 48' 35" East 18.92 feet to a rebar found; thence South 52° 22' 41" East 796.17 feet to the Point or Place of Beginning.

CONTAINING 10.00 acres, more or less and being all of that property designated as Tract One on an unrecorded map entitled "Exempt Subdivision Plat of a Portion of the Property of Gary D. McKinney", dated June, 22, 2005 by Stephen T. Paul, PLS.

THIS CONVEYANCE is made together with and subject to utility easements, restrictions as set forth on Exhibit B, hereto attached, the 45 foot road right of way referred to a cartway as shown on Plat Book 34 at Page 51, Ridgeway Road as located within said cartway and said 45 foot right of way and further with the non-exclusive easement for ingress, egress regress to the above described property over the 45 foot right of way, above referred to, to the nearest public road.

The Grantee, by the acceptance of this deed acknowledges that full power and authority is granted to the Grantee and the Successor Trustee, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of the land or any part of it; no person dealing with the Trustee or the Trustee's Successor Trustee shall be bound to see to the application of any purchase of any such sale or other disposition.