



Doc ID: 030718950008 Type: CRP  
Recorded: 11/30/2016 at 01:47:14 PM  
Fee Amt: \$186.00 Page 1 of 8  
Revenue Tax: \$160.00  
Workflow# 0000387258-0001  
Buncombe County, NC  
Drew Reisinger Register of Deeds  
BK 5496 Pg 861-868

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: \$ 160.00

Parcel Identifier No. POR 9740-22-0938-00000 (to be recombined with 9740-13-9218)

Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Mail/Box to: Marc Rudow, Roberts & Stevens, ROD Box 39

This instrument was prepared by: Susan S. Barbour, a licensed NC attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds. No title examination performed by deed preparer. File: 50540.05

Brief description for the Index: .754 acres PB 168/6 (recombination plat)

THIS DEED made November 25, 2016, by and between

GRANTOR

GRANTEE

**Gail Kahn Stakes, Tracy Kahn Hawkins and G. Edward Towson, II, as Co-Trustees of the Husband's Trust, Section Two, Article III of the Barbara Dejong Whitaker Revocable Declaration of Trust U/A/D November 20, 2009**

c/o Gould Killian CPA Group, PA  
100 Coxe Avenue, Asheville, NC 28801

**Dixon V. Talbert, Jr. and wife, Candace T. Talbert**

21 Pine Tree Circle  
Asheville, NC 28804

Enter in appropriate block for each Grantor and Grantee: name, mailing 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 Asheville, Buncombe County, North Carolina and more particularly described as follows:

**See attached Exhibits A and B, attached hereto and incorporated herein.**

The property hereinabove described was acquired by Grantor by instrument recorded in Book 5099, Page 1701, Buncombe County Registry

All or a portion of the property herein conveyed does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 168, at Page 6.

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, other than the following exceptions:

SUBJECT to easements, restrictions, *rights of way(s) of record*, and *ad valorem taxes not yet due and payable*.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

**SIGNATURE AND ACKNOWLEDGMENT PAGES TO FOLLOW**

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6

**EXHIBIT A**

**BEING** all that property identified as Area "C", containing 0.754 acres as shown and described on that plat entitled "Recombination Survey for Dixon V. Talbert, Jr. and wife, Candace T. Talbert" as recorded in Plat Book 168, at Page 6, Office of the Register of Deeds for Buncombe County, NC, reference to said plat being made for a more particular description of Area "C".

**TOGETHER WITH** a non-exclusive, appurtenant easement for the purposes of walking, recreational enjoyment, nature study and pedestrian access to Lake Barbara over and upon that thirty foot wide Aquatic Buffer area as shown on the above referenced recorded plat with the western line of the thirty foot wide buffer area running along and with the high water line of Lake Barbara and the eastern boundary of said buffer area running along and with the western most boundary of the above described Area "C".

**TOGETHER WITH AND SUBJECT TO** a non-exclusive, appurtenant easement for ingress, egress and regress over that area identified as "Proposed Access Easement" as more particularly shown and described on the above referenced plat and as also on plat recorded in Book 158, at Page 175 and as further conveyed by deed recorded in Book 5424, at Page 122 of said Registry (herein "Access Easement"). Said nonexclusive Access Easement is for the joint benefit of the Grantor's adjacent retained property and for the benefit of the Grantee's adjacent recombined property, including the above Area "C" with the exception that the portion of the "Proposed Access Easement" located solely within Area "C" and being that portion of the easement area extending from Point "A" to Point "B" as shown on Plat recorded in Plat Book 168, at Page 6 of said Registry shall be for the sole and exclusive use and benefit of the Grantees' adjacent recombined property.

**BEING** a portion of that property described in a deed to Tracy Kahn Hawkins, Gail Kahn Stakes and G. Edward Towson, II, Trustees of the Husband's Trust, Section 2, Article III of the Barbara DeJong Whitaker Revocable Declaration of Trust U/I/D November 20, 2009, as amended recorded in Book 5099, at Page 1701, Office of the Register of Deeds for Buncombe County, NC.

**EXHIBIT B TO  
GENERAL WARRANTY DEED**

**Reciprocal Restrictions on Development and Use.** Grantor and Grantee agree that the Property to be acquired by the Grantee pursuant to this General Warranty Deed (herein the "Property") and which Property is to be recombined with the Grantee's existing adjacent residential property upon closing as shown on the recorded plat referred to in Exhibit A to this Deed (herein "Grantee's Expanded Lot") and the remainder of the 32 Pine Tree Circle property as described by deed recorded in Book 5099, at Page 1701 of the Office of Register of Deeds of Buncombe County, NC to be retained by the Grantor following the sale of five portions to various other adjacent property owners (herein the "Grantor's Retained Property") shall also be subject to similar restrictions and agreements (collectively the "Restrictions"):

(a) The Grantee's Expanded Lot shall contain only one (1) habitable residential structure which shall be used solely for single family residential use. The Parties acknowledge that this restriction shall not be included in those restrictions applicable to the sale of property by Grantor to Charles and Susan Shanor by agreement of the Grantee all other adjacent property owners.

(b) The Grantor's Retained Property may contain one (1) main residential structure which shall be used solely for single family residential use and may also contain one (1) additional detached secondary house which shall be used solely for residential use by guests or family of the Grantor. A detached secondary house may be constructed no less than thirty (30) feet from any common boundary line with an adjacent property owner.

(c) In addition to the above, the Property, Grantee's Expanded Lot and Grantor's Retained Property (collectively the "Properties") may contain accessory buildings, structures and other improvements ancillary to the primary residential use of the Properties, including, but not limited to, a gazebo, storage shed, decks, patios, flower beds, small gardens, lighting, fencing garage and utilities to service such structures or other improvements (collectively the "Permitted Improvements"), but none of such Permitted Improvements shall be habitable for residential living or serve as temporary or permanent living quarters for any person. Notwithstanding the foregoing, the following are expressly permitted: (i) an addition or renovation to the existing single family residence located on the Grantee's Expanded Lot and the existing single family residence and the additional detached secondary structure on the Grantor's Retained Property, respectively, which addition or renovations is physically connected to such existing residence and the structure continues to be used for single family residential use, or (ii) a complete replacement or reconstruction of an existing residential dwelling located on Grantee's Expanded Lot or on Grantor's Retained Property. It is the intent of the Parties that the location of any residential structure allowed by these Restrictions may be located anywhere within the boundaries of the Properties as may be permitted by applicable laws and governmental regulations and as may be further governed by these Restrictions.

(d) These Restrictions shall run with and bind the land of the Grantor and Grantee and shall be enforceable by the Grantor and Grantee and subsequent heirs, successors and Assigns.

(e) These Restrictions shall run with and bind the land of the Grantor and Grantee and shall be enforceable by the Grantor and Grantee and their subsequent heirs, successors and Assigns for a term of thirty (30) years from the date the deed is recorded, after which period, the restrictive covenants shall be automatically extended for successive periods of ten (10) years.

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(g) These Restrictions may only be amended by the unanimous joinder and consent of Buyer, Seller and the other four adjacent Property owners who are all subject to this common scheme of Restrictions or their respective heirs, successors and assigns by written amendment recorded in the Office of the Register of Deeds for Buncombe County, North Carolina.

The Grantee joins in the execution of this **EXHIBIT B** to evidence Grantee's consent to these Reciprocal Restrictions as set forth herein.

This the 28 day of November, 2016.

**GRANTEE:**

*Dixon V. Talbert, Jr.* (SEAL)  
Dixon V. Talbert, Jr.

*Candace T. Talbert* (SEAL)  
Candace T. Talbert

STATE OF NORTH CAROLINA )  
 ) ss.  
COUNTY OF BUNCOMBE )

I, a Notary Public, certify that **Dixon V. Talbert, Jr. and wife, Candace T. Talbert**, personally appeared before me this day and having provided satisfactory evidence of his/her identity and who acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 28 day of November, 2016.

My commission expires:  
4-13-20

*Sandra G Carter*  
Notary Public

SEAL HERE:



Sandra G Carter  
Name typed or printed here

