

ENKA VILLAGE DEED

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STATE OF NORTH CAROLINA)

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COUNTY OF BUNCOMBE)

THIS INDENTURE, made and entered into this 18th day of September, 1958 by and between AMERICAN ENKA CORPORATION, a corporation organized and existing under the laws of the state of Delaware with a place of business at Enka, North Carolina, party of the first part, , County of Buncombe, State of North Carolina, parties of the second part:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of dollars, to it in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged, and a further consideration of the matters and things hereinafter recited, and subject to the restrictions, conditions and stipulations hereinafter expressed an set forth, has given, granted, bargained and sold, and by these presents, does give, grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns, forever in fee simple, all the following lot, parcel, or piece of land, situate lying and being in Enka Park, in Lower Hominy Township, Buncombe County, State of North Carolina, and being lot No. __ of block __ as shown on the plat of the property of the party of the first part recorded in the Office of the Register of Deeds for Buncombe County, North Carolina, and Record of Plats No. 30 at Page 46 and bounded more particularly described as follows:

SAVING, ACCEPTING AND RESERVING from the foregoing boundary of land, the following, to wit:

EXCEPTION No. 1. Rights of way for electric power, telephone, sewer and water lines in the across said lot, together with the right of the park commission hereinafter provided for, its agents, employees and/or assigns to go in and upon said lot for the purpose of repairing, maintaining, or replacing or relocating said lines; and reserving to the party of the first part, its agents, employees and/or assigns the right to relocate any and all sewer lines serving the above-described lot as it may seem fit.

EXCEPTION No. 2. An easement appurtenant to and for the benefit of the land owned by the party of the first part, situate in the Lower Hominy Township, Buncombe County, North Carolina as the dominant tenement, the unrestricted right to permit carried by the air current over, across, and upon the lands above-described, as the servient tenement, such dust, smoke, fumes, gases, chemicals, minerals, and other elements or substances, known or unknown, as may be released, liberated or discharged at or from the plants and facilities now or hereafter owned or operated by the party of the first part, its successors or assigns and incident to the manufacturer of rayon and nylon yarns and fibers and other such goods as the party of the first part does now, or may hereafter, manufacture and its plans or facilities located on any lands belonging to or which may hereafter be owned and occupied by the party of the first part, its successors or assigns.

EXCEPTION No. 3. A right-of-way over the land that is presently being used as alleyways, for the benefit of the lots presently being served by said existing alleyways; provided such existing alleyways may be closed with the common consent of the owners of the lots being served by these existing alleyways at such time as the alleyways shown on the above-mentioned plat are open.

TO HAVE BEEN TO HOLD the aforesaid land and premises with the appurtenances unto the said parties of the second part, their heirs and assigns forever, subject to the restrictions, conditions and stipulations hereinafter expressed to wit:

WHEREAS, the piece or parcel of land hereinbefore described is a part of a block or boundary of land as shown on the plat hereinbefore specifically referred to, the property of the party of the first part, and its assigns, which said land within said block or boundary has been divided into parcels or lots, and laid off and designed to be used exclusively for residential purposes; and

WHEREAS, the parties hereto desire, for the benefit of their own property, and for the benefit of future purchasers and owners of the lands shown within the lines of said block, that the same shall be developed and for a time hereafter used exclusively for private residential purposes;

NOW, THEREFORE, the parties of the second part for themselves and their heirs, executors, administrators, assigns, and successors in title to said lands hereby conveyed, by acceptance of this deed, to commit to and with the said party of the first part, its successors and assigns as follows:

I

That they will not erect or suffer to be erected on the land above-described any commercial or manufacturing establishment or house or building to be used as an apartment house, tenement house, boarding house, two-family dwelling house, sanitarium, sanatorium, or hospital of any kind or at any time use or suffer to be used any building or buildings erected thereon for any such purposes; and shall prior to the construction of any building or any addition to any existing building on the said lot,

submit to the Park Commission hereinafter provided the complete and detailed plans and specifications for said building or addition, which said plans and specifications shall be approved by the Park Commission before construction of said building or addition or any part thereof is begun, and that in the construction of said building or addition, said plans and specifications as so submitted and approved shall not be departed from or varied in any particular without the consent in writing of the said Commission or its agent; that they will not build more than one residence on any one lot shown and designated on said plat but may build thereon a garage in keeping with the premises and residence built thereon and of slightly appearance and subject to the approval of the Park Commission or its duly authorized agent as aforesaid; that they will not sell or convey said lot to the person that character.

II

That they will, together with all other lot owners in Enka Park, pay annually on or before the first day of February of each year hereafter to the Park Commission hereinafter provided for, fifteen cents per foot (up to a maximum of one hundred front feet) of the lot above-described (the front to be governed by the front of the residence built on said lot; if the residence is built on the corner of two streets and fronts both, the owner may select his front, but this right shall not apply to the alley) as a fund for beautification, preservation, improvement, operation and repairs of the public parks, streetlights, and sewer lines in said Enka Park, which said fund shall constitute and become from the date hereof each and every year a first lien on the above-described lot in favor of said Park Commission. If the said sum or sums are not paid as herein provided, then it shall be the duty of the said Park Commission, by its Treasurer, to give the said parties of the second part, their successors or assigns sixty (60) days notice of such default and if the same is not paid by the last day of notice, then the Treasurer of the Park Commission is hereby constituted a Trustee for sale and the said Trustee is hereby authorized and empowered, in case of such final default after notice, to sell the above-described lot before the Courthouse door in Asheville, North Carolina to the highest bidder for cash, after advertising such sale once a week or four consecutive weeks in a newspaper published in the City of Asheville and out of the proceeds arriving from such sale, the Trustee shall pay the costs and expenses of advertising and making such sale, with a 5% fee for service to the Trustee, and shall pay off and discharge the lien herein created and the surplus, if any, he shall pay over to the parties of the second part, their executors, administrators or assigns, but the said parties of the second part shall have two months from the date of said sale to redeem said land by paying to the said Trustee the purchase money, together with legal interest, costs and expenses, including the Trustee's fee for services. Upon failure to redeem such lot within said time, the Trustee is hereby authorized and directed to execute and deliver a deed in fee for said land to the purchaser thereof subject to the terms, provisions, exceptions, reservations, restrictions, and conditions set forth in this deed.

III

The first five persons buying lots in Enka Park shall, upon delivery of deeds therefore, constitute the first Park Commission of Enka Park. Between the hours of

4:00 and 9:00 a.m. on the first Monday in May of each and every year thereafter, at a place designated by the said Commission, but not more than three miles from the corner of Sand Hill Road and Crescent Street, the lot holders in Enka Park shall elect, by ballot, five Park Commissioners, who shall be lot owners, not more than two of whom shall reside on the same street in Enka Park. Each landowner will be entitled to cast only one ballot. The five persons receiving the highest number of votes cast at said election shall constitute the Park Commission. The Commissioners shall choose from among themselves a Chairman, a Secretary and a Treasurer. The office of Secretary and Treasurer may be held by the same person. The Treasurer shall take charge of all funds and disperse the same by order of the Commissioners. The Commissioners shall have charge of the operation of the Park and direct all work in the Park contemplated in these presents and shall order all disbursements by the Treasurer. The Commission shall have the authority to make such contracts as it shall deem to be necessary for the proper maintenance and improvement of the sewer system and street lighting system.

IV

That the foregoing covenants are to be covenants running with the land and shall be binding on all of the parties hereto and on all persons, firms or corporations claiming by, through or under them until January 1, 1985, at which time since covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of the lots in Enka Park it is agreed to change the covenants in whole or in part.

And the said party of the first part, for itself, its successors and assigns, represents to and covenants with the parties of the second part, their heirs and assigns that it is lawfully seized in fee simple of said land and premises and has the right and power to convey the same in fee simple, and has done so by these presents, subject to restrictions and conditions herein named.

In the said party of the first part, for itself, its successors and assigns, to further represent two covenants with the said parties of the second part, their heirs and assigns, that said lands and premises are free from any and all liens and encumbrances, other than restrictions and conditions herein contained and that it will and its successors and assigns, shall otherwise forever warrant and the title to the same against the lawful claims of persons whomsoever.

IN WITNESS THEREOF, the party of the first part has caused these presents to be signed in its name by a Vice President, attested by Maurice Winger Jr., Secretary, and its corporate seal thereto affixed, all by authority duly given, is the day and year above written.

AMERICAN ENKA CORPORATION