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Fee Amt: \$99.00 Page 1 of 8  
Excise Tax: \$64.00  
Lenoir County, NC  
Margaret Seymour Register of Deeds

BK 1494 PG 89-96

WARRANTY DEED

Prepared by:  Joseph S. Bower  
 WHITE & ALLEN, P.A.

NORTH CAROLINA

LENOIR COUNTY

OFFICE OF LENOIR COUNTY  
TAX ADMINISTRATOR  
by SW  
date 1-16-07

358700654364

**INDEXED**

THIS DEED, made this 12th day of January, 2007, by ALMETA RUN PARTNERSHIP, a North Carolina General Partnership, by and through its partners, Daniel Kent Barrow and Capital Investor Group, Inc., Grantor; to FRANK E. MATTSON, Grantee;

W I T N E S S E T H:

That Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has sold, and by these presents, does grant, bargain, sell and convey unto Grantee, his heirs and assigns, in fee simple, that parcel of land lying and being in Institute Township, Lenoir County, North Carolina, and more particularly described on Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the aforesaid 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 said premises in fee, has the right to convey the same in fee simple, that title is marketable and free

64.00  
STP.

and clear of all encumbrances, and that Grantor will warrant and defend the title against the claims of all persons whomsoever, subject to valid and enforceable utility easements, rights-of-way and restrictions of record, if any, and a pro rata share of the current year's ad valorem property taxes. Further property is being conveyed subject to those Restrictive Covenants attached hereto as Exhibit "B" and incorporated. The designation Grantor and Grantee as used herein herein by reference. shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in the manner prescribed by law, the day and year first above written.

ALMETA RUN PARTNERSHIP

BY: *Daniel Kent Barrow* (SEAL)  
DANIEL KENT BARROW  
Partner

CAPITAL INVESTOR GROUP, INC.

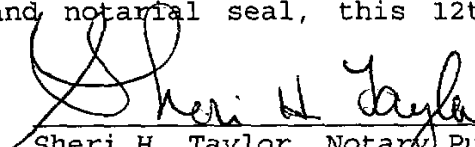
BY: *Walter R. Reinhardt* (SEAL)  
WALTER R. REINHARDT  
President

NORTH CAROLINA

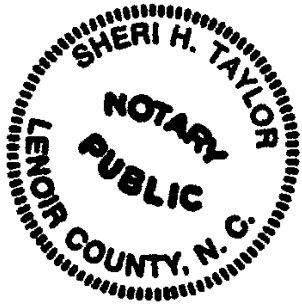
LENOIR COUNTY

I, Sheri H. Taylor, a Notary Public of said County and State certify that DANIEL KENT BARROW, being personally known to me or identified by satisfactory evidence, came before me this day and acknowledged that he is Partner of ALMETA RUN PARTNERSHIP, a North Carolina general partnership, and that by authority duly given, he voluntarily executed the foregoing instrument, as the act of such general partnership.

Witness my hand and notarial seal, this 12th day of January, 2007.

  
Sheri H. Taylor, Notary Public

My commission expires: 2/26/2011



NORTH CAROLINA

LENOIR COUNTY

I, Sheri H. Taylor, Notary Public, certify that WALTER R. REINHARDY being personally known to me or identified by satisfactory evidence, personally came before me this day and acknowledged that he is President of CAPITAL INVESTOR GROUP, INC., a corporation, and that he, as President, being authorized to do so, voluntarily executed the foregoing on behalf of the corporation.

12<sup>th</sup> Witness my hand and official seal or stamp, this the day of January, 2007.

Sheri H. Taylor  
Sheri H. Taylor, Notary Public

(OFFICIAL SEAL)

My commission expires: 2/26/2011

Sht #1  
096519-00001

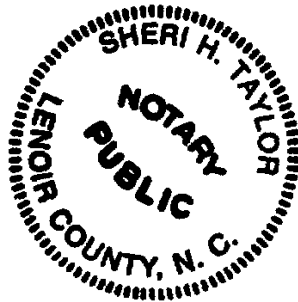


Exhibit "A"

ATTACHMENT TO WARRANTY DEED by ALMETA RUN PARTNERSHIP, a North Carolina General Partnership, by and through its partners, Daniel Kent Barrow and Capital Investor Group, Inc., Grantor; to FRANK E. MATTSON, Grantee;

BEING all of Lots 52 and 53 as depicted on a map entitled "FINAL PLAT FOR ALMETA RUN" dated November 1994, prepared by Claude L. Whitfield, P.E., said map recorded in Plat Cabinet 5, Page 190, Lenoir County Registry, reference to which is hereby made for a more detailed description.

Sht #1  
096519-00001

## EXHIBIT "B"

### RESTRICTIVE COVENANTS ALMETA RUN SUBDIVISION

1. **LAND USE AND BUILDING TYPE:** No lot shall be used except for single-family residential purposes. No type of commercial enterprise shall be allowed on any lot. No structure shall be erected or placed, or permitted to remain on any other lot other than one (1) detached, single-family residence and such outbuildings as are usually accessory to a single-family residence, including a private garage with space for not more than three (3) automobiles and a second story for guests and/or servants quarters, which garage shall not be rented separately for remuneration. No mobile, modular or manufactured home shall be placed on any lot without prior written approval by Almeta Run, Partnership, (the "Declarant") or its successors and assigns.
2. **DWELLING SIZE:** No dwelling containing less than two thousand fifty (2,050) square feet of heated area shall be erected or permitted on any lot, exclusive of store rooms, attics, garages, carports, and porches.
3. **LOT SIZE:** No lot or parcel shall be subdivided or decreased in size, but two (2) or more adjacent lots may be combined and used as one lot, and three or more adjacent lots may be subdivided into a lesser number of lots, provided that the total area of the smallest lot so subdivided shall not be smaller than the smallest lot in the entire subdivision.
4. **SETBACK LINES:** The minimum front set back lines for all lots and the minimum side set back lines for corner lots shall be as set forth on the Plat for Almeta Run as recorded in Plat Cabinet 5, Page 190, Lenoir County Registry. No dwelling or outbuilding shall be located nearer than twelve (12) feet from any side lot line (except side lot lines of any corner lot), or nearer than ten (10) feet from the back line of said lot. The location of all dwellings and outbuildings on any lot must have the prior written approval of the Declarant, which shall have the authority to grant variances for inadvertent deviations of ten percent (10%) or less. The side setback shall not apply to any internal lot line where an owner has combined one or more lots in compliance with Item 3 above. These requirements shall apply to any dwelling, garage, carport, detached building, or other structure.
5. **TEMPORARY STRUCTURES:** No temporary structures, trailers, mobile homes, motor homes, travel trailers, temporary garages, tents, shacks, barns, or other such outbuildings shall be placed or erected on any lot or used as a residence at any time.
6. **CONSTRUCTION TIME:** Once construction of a dwelling or other improvement is started on any lot, the improvements must be substantially completed within twelve (12) months from the commencement, at least in outward appearance.
7. **UNUSED AUTOMOBILES:** No stripped, partially wrecked, or junked trailers or motor vehicles, or parts thereof, shall be permitted to be parked or kept on any lot. All motor

vehicles or any type kept on any lot shall have current North Carolina registration and inspection certificates. No truck or vehicle in excess of a one-ton load capacity shall be parked or permitted to remain on any lot.

8. **ADVERTISING**: No sign, billboard or other advertising structure of any kind may be erected or maintained upon any lot except a "For Sale" sign may be placed on a lot which actually is for sale. Provided, however, the construction identification signs showing the name of the builder may be exhibited upon the lot during the period of construction.
9. **ELECTRONIC APPARATUS**: No radio station or short wave operator of any kind shall operate from any lot or residence. No CB antennae or outside solar structure of any kind shall be placed or erected on a lot.
10. **UNDERGROUND UTILITY CONNECTIONS**: All dwelling connections for utilities, including, but not limited to, water, electricity, gas, telephone, and television, shall run underground from the proper connecting points to the dwelling structure in such a manner as may be acceptable for the appropriate utility authority.
11. **ANIMALS**: No animals, livestock, horses, or poultry of any kind shall be raised, bred, or kept on any lot, except that a reasonable number of dogs, cats, and other household pets may be kept thereon, provided they are not bred, kept, or maintained for commercial purposes, and provided, further, that they shall not at any time constitute either a private or a public nuisance.
12. **EXTERIOR RESTRICTIONS**: No dwelling shall be erected, placed or permitted to remain on any lot or plot with an exterior of concrete or cinder blocks or asbestos shingles.
13. **SEWER**: All plumbing fixtures and sources of sewage located on a lot shall be connected to an individual septic tank or other sewer system located upon such lot and approved by the appropriate governmental authorities and Declarant. Each such approved individual septic or other sewer system shall be maintained in good and proper working order and condition by the owner in accordance with the requirements of governmental authorities having jurisdiction. No outside toilet shall be constructed or permitted on any lot except during construction and as herein expressly provided.
14. **EASEMENTS**: Easements for the installation of utilities and drainage facilities may be reserved upon and across the various lots, and also "sight distance" easements and "sign easements" (and designated as such, upon which entrance signs or pillars may be placed and maintained) are reserved upon certain lots, but only as any and all of the same are noted or shown, designated and delineated on the recorded plat referred to in the above description.
15. **FENCES**: No chain-link fencing or wire fencing shall be allowed on any lot. Only fencing of a decorative type shall be allowed, such as brick and wood.

16. **NUISANCE**: All lot owners shall be required to keep their respective lots free and clear of rubbish and debris, and no building materials shall be allowed to remain upon said lots except during the period of construction or a dwelling thereon. No noxious, offensive or illegal trade or activity shall be carried on upon any lot, nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to other lot owners or the neighborhood.
17. **STREET LIGHTING REQUIREMENTS**: The Declarant, reserves to itself, its successors and assigns, the right to subject all of the lots and lands shown on said map recorded in the Lenoir County Registry, to a contract for the installation of street lighting on said lands, which contract may require a continuing monthly payment to the appropriate authority by each residential customer and/or owner of any lands shown on said recorded map.
18. **DRIVEWAYS**: Each lot shall be permitted no more than one driveway without the prior written approval of the Declarant, its successors and assigns.
19. **TERM**: The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of five (5) years each, unless an instrument signed by a majority in number of the then owners of the lots in the subdivision has been executed and recorded prior to the expiration of said initial period of twenty (20) term of the same, agreeing to change, modify, or rescind said covenants.
20. **ENFORCEMENT**: Any lot owner may enforce these restrictions and conditions by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or conditions, either to restrain violation thereof or to recover damages therefor.
21. **SEVERABILITY**: Invalidation of any one of these covenants or conditions by judgment or order of any Court shall in no way affect any of the other provisions and shall remain in full force and effect.
22. **WAIVER**: No provisions contained in these restrictions shall be deemed to have been waived, abandoned, or abrogated by reason of failure to enforce them by Declarant, its successors and assigns or purchasers of any lot herein, their heirs and assigns as to the same or similar future violations.