

BK831 PG551

VANCE COUNTY, H.C.
FILE FOR RECORD

30 SEP 23 PM 4:20

CRYSTINA S. ABBOTT
REGISTER OF DEEDS

VANCE COUNTY NC

09/23/98

\$130.00

Real Estate
Excise Tax

Excise Tax

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.
 Verified by County on the day of, 19
 by 6009

Mail after recording to

This instrument was prepared by B. H. Perry, Jr., Attorney, Henderson, NC

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 23 day of September, 19 98, by and between

GRANTOR

GRANTEE

ELIZABETH ANNE WORTHAM (single)

STANLEY E. HOBBS & wife DEBORAH C. HOBBS

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 x x x, Williamsboro Township, Vance County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT "A" FOR A LEGAL
DESCRIPTION OF THE REAL ESTATE HEREBY
CONVEYED

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book "v" page 862

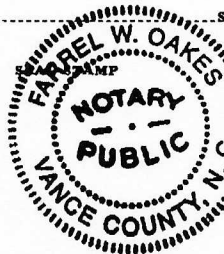
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

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:

- a) Restrictive Covenants set forth on the attached Exhibit "B", which is incorporated into and made a part hereof by reference
- b) Existing easements and rights of way for roads, highways and public utilities

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:
..... President
ATTEST:
..... Secretary (Corporate Seal)
NORTH CAROLINA, Vance County.
I, a Notary Public of the County and State aforesaid, certify that Elizabeth Anne Wortham
..... Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this 23 day of September, 1998
My commission expires: Oct 16, 2000 Farrel W. Oakes Notary Public



SEAL-STAMP

NORTH CAROLINA, County.
I, a Notary Public of the County and State aforesaid, certify that
personally came before me this day and acknowledged that he is Secretary of
..... a North Carolina corporation, and that by authority duly
given and as the act of the corporation, the foregoing instrument was signed in its name by its
President, sealed with its corporate seal and attested by as its Secretary.
Witness my hand and official stamp or seal, this day of 19.....
My commission expires: Notary Public

The foregoing Certificate of Farrel W. Oakes, Notary Public of Vance County, N.C.

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.

CYNTHIA S. ABBOTT
By: Shalanda C. Daniel REGISTER OF DEEDS FOR VANCE COUNTY
Deputy/Assistant Register of Deeds

EXHIBIT "A"

DESCRIPTION OF REAL ESTATE

Situated in Williamsboro Township, Vance County, North Carolina, and described as follows:

A tract or parcel of land containing 5.327 acres and designated as Tract "J" on plat of Property of E. Anne Wortham, prepared by Bobbitt Surveying, P.A., Registered Land Surveyors, dated August 3, 1994, which plat appears of record in Plat Book "V" page 862, Vance County Registry, reference to said recorded plat being hereby made for other and further description and certainty of location.

Together with a permanent, non-exclusive easement to use the 30-foot access easement extending along the northerly boundary of the foregoing described Tract "J", and shown on the recorded plat herein referred to, as a means of access, ingress and egress to and from SR-1329, but said Tract "J" is also subject to the right of other property owners whose lands adjoin said 30-foot access easement to share in the use thereof for gaining access, ingress and egress to and from their respective properties and SR-1329.



EXHIBIT "B"

RESTRICTIVE COVENANTS

1. The above-described tract shall be used for single-family residential purposes only; no dwelling may be erected, altered, placed or permitted to remain thereon other than one single-family dwelling (and garage) not to exceed two stories in height, exclusive of basement and/or attic.

2. No dwelling, building, structure, outbuilding, fence, wall or improvement of any nature whatsoever shall be constructed unless and until the plans for such construction shall have been approved in writing by Elizabeth Anne Wortham, or her successors, assigns or legal agent. The plans submitted for approval shall include:

- (a) The construction plans, specifications and description of materials including all exterior colors (approval by Elizabeth Anne Wortham shall not constitute a basis for liability for any reason, including, without limitation: (i) the failure of the plans to conform to any applicable building codes; or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements) and proposed landscaping (specifically including any clearing and/or tree removal) and grading; and
- (b) A plat showing the location of all proposed improvements (including proposed satellite systems).

The approval required hereinabove is a continuing approval in regards to all future alterations including exterior colors.

3. No plans for a dwelling shall be approved unless the living area of such dwelling, exclusive of one story, open porches and garages, measured from outside wall lines shall meet the following minimums, to wit:

- (a) 1,240 square feet for a one story dwelling; and
- (b) 940 square feet on the ground floor of a two story dwelling with a minimum of 300 square feet on the second floor of a two story dwelling.

4. No building shall be constructed which uses cinder or concrete blocks, asphalt shingles, tar paper, metal siding (exclusive of lap-side metal), without the prior written approval of Elizabeth Anne Wortham or her successors, assigns or legal agent, as a major exterior building material (these materials may be used as roofing materials, however).

5. No structure of a temporary character, including tents, trailers or mobile homes (single-wide and/or double-wide) shall be used on any lot at any time as a residence, either temporarily or permanently.

6. Approval of the plans by Elizabeth Anne Wortham shall be based upon compliance with the provision of these restrictions, quality of workmanship and material, harmony of external design with surrounding structures, locations of improvements with respect to topography and finished grade elevation, the effect of the construction on the outlook from the surrounding lots, the effect of the proposed construction on the natural tree growth and vegetation, and all other factors which in the sole opinion of Elizabeth Anne Wortham shall affect the desirability or suitability of the proposed improvement.

7. No animal, livestock (including pet pigs), or poultry of any kind shall be raised or bred on the property, except for dogs,

cats, or other household pets which may be kept and riding horses for the owner's personal use only; provided they are not kept, bred, or maintained for any commercial purpose and provided they do not become a nuisance or annoyance to the adjoining property owners.

8. No part of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and the same shall not be kept except in sanitary conditions. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No accumulation of trash, garbage, rubbish or waste shall be permitted, and the property shall be kept in an orderly and sanitary condition at all times.

9. No automobile or equipment that is inoperable will be allowed to remain on the property and/or any adjoining road or street for more than fifteen days.

10. No billboards or signs (except those suitable for sale of the property) shall be permitted or maintained on the property.

11. No owner shall drive or park or permit any other person to drive or park any heavy equipment (including tractor trailers and trucks in excess of one ton), three wheelers, four wheelers or dirt bikes on any road or drive adjacent to, or through the property except moving vans and/or construction vehicles, which may be driven or parked thereon for the temporary purpose of moving the owner in or out of a dwelling and/or for the construction of improvements.

12. All utilities serving the property shall be installed at the sole expense of the owner.

13. No water supply system for human consumption or sewage disposal system shall be permitted on the property unless the location, construction and design are in full compliance with requirements, standards and recommendations of the Vance County Health Department and North Carolina State Board of Health. No outdoor toilets or privy shall be constructed on any part of the property.

14. No noxious or offensive activity shall be carried on upon the herein described property, nor shall anything be done on the property herein described which may be or may become any annoyance or a nuisance to the neighborhood.

15. **ENFORCEMENT:** Enforcement shall be by proceeding at law or in equity, either to restrain violation or to recover damages against any covenant or restriction set forth herein. Failure to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same.

16. **SEVERABILITY:** Invalidation of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force or effect.

17. **DURATION:** These provisions are to run with the property and shall be binding on the owner or owners thereof, and all persons claiming under them for a period of 30 years from the date these restrictions are recorded.

18. **UTILITIES:** The conveyance of the property is made and accepted subject to any easements and/or rights of way that may have been granted for power, lights, telephone lines, drainage facilities, water facilities and/or sewage facilities.