

BK953 PG054

VANCE COUNTY NC

04/30/2002

\$36.00

VANCE COUNTY, N.C.

FILED FOR RECORD

Prepared By: John H. Zollicoffer, Jr.
Zollicoffer & Long
P.O. Drawer 19
Henderson, NC 27536



Real Estate
Excise Tax

2002 APR 30 PM 12:03

CYNTHIA S. ABBOTT
REGISTER OF DEEDS

STATE OF NORTH CAROLINA

COUNTY OF VANCE

DEED

2979

THIS DEED, made and entered into this the 3rd day of April, 2002, by and between EDMUND L. WADDILL, JR. and wife, NANCY RAND WADDILL of Wilson, North Carolina; BAGLEY W. REYNOLDS and husband, JOHN NELSON REYNOLDS of Wilmington, North Carolina; LUCY C. COOPER (Single) of Milwaukee, Wisconsin; and GENEVIEVE W. RAND and husband, KENAN RAND, of Wilson, North Carolina, Parties of the First Part; and LESHER & ASSOCIATES, INC., Party of the Second Part;

WITNESSETH:

That the said Parties of the First Part in consideration of the sum of One Hundred Dollars and other valuable consideration to them paid by the Party of the Second Part, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey to the said Party of the Second Part, its successors and assigns, a certain tract or parcel of land in Vance County, North Carolina, more particularly described as follows:

Lot 10 (containing 0.852 acres) located on plat of survey of property of the Waddill Heirs entitled "West Hills IV Subdivision" prepared by John Lee Hamme, Civil Engineer & Land Surveyor on December 5, 1991 and recorded on or about May 14, 1992 in Plat Book "V" at Page 46, Vance County Registry.

The above lot is subject to a Road Maintenance Agreement recorded in Book 694 at Page 218 and utility rights-of-way of record.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereto belonging to the said Party of the Second Part, its successors and assigns, to its only use and behoof in fee simple forever, subject, however to the following restrictions which are covenants running with the land:

1. The above described lot of land shall be used for single family residential purposes only; no crop allotment shall pass with this property and the Party of the Second Part agrees to sign any and all documents required by any branch of the government to effect this.
2. The above lot herein conveyed shall not be subdivided without the written consent of the Parties of the First Part, their heirs, assigns, devisees or authorized agent.
3. No building or enclosed structure may be erected, altered, placed or permitted to remain on the herein conveyed lot other than one detached single family dwelling (and garage or storage facility). No such building or enclosed structure shall be erected, located or maintained on said lot until the plans and specifications for

said building or structure have been submitted to and approved in writing by the Parties of the First Part, their heirs, assigns, devisees or authorized agent.

4. No residence shall be erected, altered, maintained, or permitted to remain on the land herein conveyed containing less than 1,600 square feet of enclosed heated living area (excluding porches and garages) if the residence is one story in height, or containing less than 1,800 square feet of enclosed heated living area (excluding porches and garages) if the residence is two stories in height.
5. The location of every residence, garage, or storage facility to be erected on the land herein conveyed shall be approved in writing by the Parties of the First Part or their heirs, assigns, devisees or authorized agent; no residence or building may be located nearer than 40 feet to any street right of way line, or 25 feet to any side or interior line or rear lot line (provided, however, the Parties of the First Part, their heirs, assigns, devisees or authorized agent shall have the right to modify these setbacks in their sole uncontrolled discretion due to extenuating circumstances). For the purpose of this restriction, eaves, steps and open porches shall not be considered as a part of the residence.
6. Approval of the plans, specifications and location of structures shall be based upon compliance with the provisions of these restrictions, quality of workmanship and materials, harmony of external design with surrounding structures, location of improvements with respect to topography and finished grade elevation and other structures on the properties in the subdivision, the effect of the construction on the outlook from 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 the Parties of the First Part shall affect the desirability or suitability of the proposed improvement.
7. No animals, livestock, or poultry of any kind shall be raised or bred on the herein conveyed lot, except that dogs, cats, and other household pets (normally found in homes) may be kept provided they are not kept, bred, or maintained for any commercial purpose.
8. No part of the property herein conveyed shall be used or maintained as a dumping ground for rubbish, trash, garbage, junked or abandoned materials or other waste and the same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
9. No water supply system for human consumption or sewage disposal system shall be permitted on the lot herein conveyed unless the location, construction and design are in full compliance with requirements, standards and recommendations of the Vance

DEED

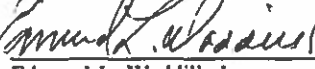
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County Health Department and North Carolina State Board of Health.

10. Adequate off-street parking shall be provided by the land owner for the parking of their automobiles.
11. No noxious or offensive activity shall be carried on upon the herein conveyed lot, nor shall anything be done on the lot herein conveyed which may be or may become an annoyance or a nuisance to the other properties now owned by the Parties of the First Part, their heirs, assigns or successors in title, or to the neighborhood.
12. The owners of the lot herein conveyed (and their successors in title) are subject to and bound by the Roads Maintenance Agreement recorded in Book 694 at Page 218, Vance County Registry.
13. These restrictions and conditions are covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date of this Deed and cannot be altered or changed prior to that date without the written consent of the Parties of the First Part, their heirs, assigns, devisees or authorized agent. The invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other covenants which shall remain in full force and effect. The enforcement of these covenants may be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

And the said Parties of the First Part covenant with the said Party of the Second Part that they are seized of said premises in fee and have the right to convey in fee simple, that the same are free and clear of all encumbrances and that they will warrant and defend the said title to the same against the claims of all persons whomsoever.

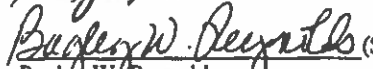
IN TESTIMONY WHEREOF, the Parties of the First Part have hereunto set their respective hands and affixed their respective seals this the day and year first above written.

 (SEAL)
Edmund L. Waddill, Jr.

 (SEAL)
Lucy C. Cooper (Single)

 (SEAL)
Nancy Rand Waddill

 (SEAL)
Genevieve W. Rand

 (SEAL)
Bagley W. Reynolds

 (SEAL)
Kenan Rand

 (SEAL)
John Nelson Reynolds

DEED

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STATE OF NORTH CAROLINA
COUNTY OF Wilson

I, Pamela B. Bachara, a Notary Public in and for said County and State, do hereby certify that EDMUND L. WADDILL, JR. and wife, NANCY RAND WADDILL, personally appeared before me this day and acknowledged the execution of the foregoing Deed.

Witness my hand and official seal this 7 day of April, 2002.

Pamela B. Bachara
Notary Public

My Commission Expires: 12-28-06

STATE OF NORTH CAROLINA
COUNTY OF Brunswick

I, Brenda L. Williams, a Notary Public in and for said County and State, do hereby certify that BAGLEY W. REYNOLDS and husband, JOHN NELSON REYNOLDS, personally appeared before me this day and acknowledged the execution of the foregoing Deed.

Witness my hand and official seal this 4th day of April, 2002.

Brenda L. Williams
Notary Public

My Commission Expires: January 22, 2007

STATE OF Wisconsin
COUNTY OF MILWAUKEE

I, CATHERINE E. KENNEDY, a Notary Public in and for said County and State, do hereby certify that Lucy C. Cooper (Single) personally appeared before me this day and acknowledged the execution of the foregoing Deed.

Witness my hand and official seal this 6 day of April, 2002.

Catherine E. Kennedy
Notary Public

My Commission Expires: 12-31-06

STATE OF NORTH CAROLINA
COUNTY OF Wilson

I, Terry J. Amerson, a Notary Public in and for said County and State, do hereby certify that GENEVIEVE W. RAND and husband, KENAN RAND, personally appeared before me this day and acknowledged the execution of the foregoing Deed.

Witness my hand and official seal this 9th day of April, 2002.

Terry J. Amerson
Notary Public
WILSON COUNTY, NC

Terry J. Amerson (SEAL)
Notary Public

My Commission Expires: 12/26/06



STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificates of Pamela B. Bachera and Terry J. Amerson, Notaries Public of Wilson County, NC; Brenda L. Williams, Notary Public of Brunswick County, NC and Catherine E. Kendrigan, Notary Public of Wisconsin, 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, REGISTER OF DEEDS

By Cynthia S. Abbott
Register of Deeds