

BK1081 PG604

VANCE COUNTY, N.C.
FILED FOR RECORD

2005 MAR 24 PM 4:24

CYNTHIA S. ABBOTT
REGISTER OF DEEDS

VANCE COUNTY NC

03/24/2005

\$50.00

01793



Real Estate
Excise Tax

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax	Recording Time, Book and Page
Tax Lot No. _____ Parcel Identifier No. _____	
Verified by _____ County on the _____ day of _____, _____	
by _____	
Mail after recording to _____	
This instrument was prepared by STAINBACK & SATTERWHITE – Michael E. Satterwhite	
Brief description for the Index Lot 9, Dockside Cove Subdivision	
THIS DEED made this <u>22nd</u> day of <u>March</u> , <u>2005</u> , by and between	
GRANTOR	GRANTEE
ROGERS & FRANKLIN DESIGN BUILDERS, INC.	ALAN B. LASSITER and wife, CHERYL F. LASSITER

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.q. 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 _____, Williamsboro Township, Vance County, North Carolina and more particularly described as follows:

Lot 9 containing 0.90 acre according to survey and plat entitled "Survey for Michael L. Jethro and Ethel Marie Jethro" as prepared by Alan's Surveying Company, PA, dated June 24, 1998, and last revised June 20, 2002 [sic] as appears in Plat Book "W," Page 608, in the office of the Register of Deeds of Vance County.

ALSO CONVEYED HERewith to the grantees, their heirs, successors and assigns, is a perpetual, non-exclusive easement appurtenant of ingress, egress and regress as follows:

(a) over and across that certain 30-foot private right of way, and over and across that certain 20-foot pedestrian easement as shown on the above-described plat of the property and as shown on plat recorded in Plat Book "W," Page 952, in the office of the Register of Deeds of Vance County, from State Road 1329 (Thomas Road) to and from the property of the United States of American (John H. Kerr Reservoir; tract Map L-1132) and to and from Lot 9, all as shown on said plats recorded in Plat Book "W" Page 608, and Plat Book "W" Page 952 in the office of the Register of Deeds of Vance County.

(b) over and across that certain 30-foot private right of way as shown on the above-described plat of the property from State Road 1329 (Thomas Road) to and from the end of said right of way which terminates near the western property line of Lots 10 and 11, all as shown on said plat recorded in Plat Book "W," Page 608, in the office of the Register of Deeds of Vance County, and continuing 10 foot on either side of the common property line of Lots 10 and 11 to and from the property of the United States of America (Kerr Reservoir; Tract Map L-1132). [05-MS-207]

The property hereinabove described was acquired by Grantor by instrument recorded in Book 958, Page 317

A map showing the above described property is recorded in Plat Book "W" page 608

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. Existing rights of way for roadways and public utilities of record.
- b. Restrictive Covenants as appear in Book 773, Page 19, Vance County Registry, and as attached hereto as Schedule "A."
- c. Declaration for Road and Dock Slip Maintenance as appears in Book 988, Page 639, Vance County Registry.

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.

USE BLACK INK ONLY

ROGERS & FRANKLIN DESIGN BUILDERS, INC.

(Corporate Name)

By John C. Rogers
President

(SEAL)

(SEAL)

(SEAL)

SEAL-STATE OF NORTH CAROLINA, Vance County.



I, a Notary Public of said county and state, do hereby certify that **JOHN C. ROGERS** personally came before me this day and acknowledged that he is President of **ROGERS & FRANKLIN DESIGN BUILDERS, INC.**, a North Carolina corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation. **WITNESS** hand and official stamp or seal this 22nd day of March 2005.

My Commission Expires: 9/26/08

Kathy Falkner Denton
Notary Public

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate (s) of Kathy Falkner Denton, Notary Public of
Vance County, NC 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, REGISTER OF DEEDS

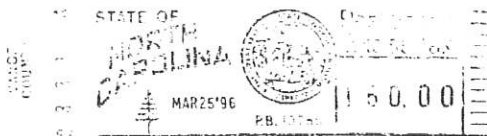
By: Cynthia S. Abbott Deputy

SCHEDULE "A"

Attached to and made a part of that certain General Warranty Deed from Rogers & Franklin Design Builders, Inc. to Alan B. Lassiter and wife, Cheryl F. Lassiter, dated March 22, 2005.

1. **USE OF LOT:** The lot shall be used for single family residential purposes only; no dwelling may be erected, altered, placed or permitted to remain on the lot other than one (1) detached single-family dwelling (and garage) not to exceed two (2) stories in height, exclusive of basement or attic.
2. **SUBDIVIDING LOT:** The lot shall not be subdivided without the written consent of the grantor, its successors, assigns, or duly authorized agent, to wit: John C. Rogers and/or John M. Franklin.
3. **PRIOR APPROVAL OF IMPROVEMENTS:** No dwelling, building, structure, outbuilding, fence, wall or other improvement of any nature whatsoever (except for interior alterations to existing structures not affecting the external structure or appearance of any improvement on any portion of the lot) shall be constructed on the lot until the plans and building specifications for such construction have been approved in writing by the grantor, its successors, assigns, or duly authorized agent [NOTE: The improvements to be constructed on the lot have been approved by the Grantor]. The grantor's approval required hereinabove is a continuing approval in regards to all future alterations, including exterior colors.
4. **MAINTENANCE REQUIREMENT:** The approved dwelling shall thereafter be maintained in a state of good repair (i.e. landscaped, grass mowed, painted, etc.).
5. **PERMITTED ANIMALS:** No animals, livestock, or poultry of any kind shall be raised or bred on the lot, except dogs, cats, or any other household pets may be kept (i) provided they are not kept, bred, maintained for any commercial purpose; (ii) they (dogs) are confined and maintained in an appropriate fenced area; (iii) they (dogs) are not permitted to roam; and (iv) they (dogs) shall not become an annoyance or a nuisance to other lot owners in Dockside Cove.

6. **WASTE DISPOSAL:** No part of the lot 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 containers.
7. **SIGNS:** No billboard or sign of any kind shall be displayed for public view on the lot except one sign of not more than nine (9) square feet advertising the lot for sale.
8. **PERMITTED VEHICLES:** The lot owner shall not 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 either of the private easements or the private pedestrian easement.
9. **NOXIOUS ACTIVITY PROHIBITED:** No noxious or offensive activity shall be carried on or allowed upon any portion of the lot nor shall anything be done thereon that may be or become a nuisance or annoyance. Final determination of what constitutes a nuisance or annoyance shall be made by the grantor, its successors, assigns, or its duly authorized agent.
10. **DISABLED VEHICLES:** Any motor vehicle or other motor conveyance not in a running condition must be removed from the lot within thirty (30) days. No disabled, junked or dismantled motor vehicle shall be allowed on the lot.
11. **DURATION:** The restrictions and conditions contained on this Schedule "A" are covenants running with the lot and shall be binding on the lot owner and all persons claiming under them for a period of thirty (30) years from the date of recordation, after which time, said covenants shall be automatically extended for additional periods of ten (10) years each, unless an instrument signed by three-fourth's (3/4) of the owners of similarly restricted lots in Dockside Cove have been recorded in which it is otherwise agreed. These restrictions cannot be altered or changed prior to that date without the written consent of the grantor, its successors, assigns, or duly authorized agent.



VANCE COUNTY, N. C.
 DEED RECORD
 MAR 25 PM 1:31
 CYNTHIA S. ABBOTT
 REGISTER OF DEEDS

02952

01284

Excise Tax

VANCE COUNTY, N. C.
 FILED FOR RECORD

Recorded in Plat Book 773 Page 1907

Tax Lot No. _____ Parcel Identifier No. CYNTHIA S. ABBOTT
 Verified by _____ County on the _____ day of _____, 19
 by _____

Mail after recording to Paul R. Ross
 PO Box 66, Henderson, NC 27536
 This instrument was prepared by Hight, Faulkner & Ross - Paul R. Ross
 Brief description for the Index _____

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 20th day of March, 19 96, by and between

GRANTOR

GRANTEE

Waverly Critcher, Inc.

Harry L. Richie
 and wife,
 Peggy J. Richie

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 Williamsboro Township,

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

Being that certain tract or parcel of land containing 11.062 acres as shown on that plat of property surveyed for Waverly Critcher, Inc. as prepared by G. Vance Powell, Registered Land Surveyor, dated February, 1996 as recorded in Plat Book "V", Page 497, Vance County Registry.

This document is being rerecorded to include the restrictive covenant prohibiting singlewide mobile homes, which said restriction was express provided for in the Offer to Purchase and Contract between the parties hereto for the above described property.

Paul R. Ross
 Paul R. Ross, Closing Attorney

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

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

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:

Subject to a 30 foot easement as recorded in Deed Book 519, Page 455, Vance County Registry.

No singlewide mobile home shall be allowed to be placed on any postion of the real property described herein.

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)
Waverly Critcher, Inc.

By: *[Signature]*

President

ATTEST

[Signature: Audrey C. Duke]
Secretary (Corporate Seal)

USE BLACK INK ONLY

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)

SEAL-STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this day of, 19.....

My commission expires: Notary Public

SEAL-STAMP

NORTH CAROLINA, Vance County.

I, a Notary Public of the County and State aforesaid, certify that Audrey C. Duke personally came before me this day and acknowledged that s he is Secretary of Waverly Critcher, Inc. 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 her President, sealed with its corporate seal and attested by as its Secretary. Witness my hand and official stamp or seal, this 20th day of March, 19 96.

My commission expires: 06/29/97 Paul R. Ross Notary Public

The foregoing Certificate of Paul R. Ross, Notary Public of Vance Co., 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

REGISTER OF DEEDS FOR Vance COUNTY

By: *[Signature]*

Deputy/Assistant - Register of Deeds

VANCE COUNTY, N. C.
FILED FOR RECORD

2003 MAR -6 AM 10: 56

CYNTHIA S. ABBOTT
REGISTER OF DEEDS

01530

PREPARED BY: STAINBACK & SATTERWHITE - Michael E. Satterwhite

STATE OF NORTH CAROLINA

COUNTY OF VANCE

**DECLARATION
FOR
ROAD AND DOCK SLIP MAINTENANCE**

THIS DECLARATION FOR ROAD AND DOCK SLIP MAINTENANCE is established this 5th day of March 2003 by **ROGERS & FRANKLIN DESIGN BUILDERS, INC.**, a North Carolina business corporation, P.O. Box 527, Kittrell, North Carolina, 27544, hereinafter referred to as "Developer;"

WITNESSETH:

WHEREAS, Developer is the owner of certain lots and parcels of land acquired by deed dated June 10, 2002, from Michael L. Jethro and wife, Ethel Marie Jethro, as recorded in Book 958, Page 317, Vance County Registry, being further described as follows:

STAINBACK & SATTERWHITE ATTORNEYS AT LAW HENDERSON, N.C.

Lot 2R containing 1.44 acres, Lot 3R containing 1.43 acres, Lot 5 containing 1.15 acres, Lot 6 containing 1.15 acres, Lot 8 containing 0.90 acre, Lot 9 containing 0.90 acre, Lot 10 containing 0.91 acre, and Lot 11 containing 0.93 acre according to survey and plat entitled "Survey for Michael L. Jethro and Ethel Marie Jethro" as prepared by Alan's Surveying Company, PA, dated June 24, 1998, and last revised June 20, 2002 [sic] as appears in Plat Book "W," Page 608, in the office of the Register of Deeds of Vance County.

and

WHEREAS, Developer does hereby declare and place the following declaration for road and dock slip maintenance as a term of all subsequent conveyances, i.e. the lots hereinabove set forth; and

WHEREAS, the term "Purchaser" shall be defined to include all Purchases of the lots in the subdivision known as Dockside Cove, their heirs, successors and assigns.

NOW, THEREFORE, Developer hereby agrees with all Purchasers of lots in the subdivision known as Dockside Cove as follows:

1. **ROAD MAINTENANCE** [Existing 30-foot private right of way from State Road 1329 (Thomas Road) to the end of said right of way at the eastern property line of Lot 1, Plat Book "W," Page 608, including the 10-foot private pedestrian easement adjoining the eastern property line of Lot 1 and Lot 2R, Plat Book "W," Page 608]:

- a. The owners of Lot 2R, Lot 3R, Lot 5, Lot 6, Lot 8, Lot 9, Lot 10 and Lot 11 (i.e. the Developer and any subsequent lot Purchasers) shall each be responsible for one-eighth (1/8) of the cost of maintaining said 30-foot existing private right of way and 10-foot private pedestrian easement in an all-weather state of good repair on a prorata basis, i.e. the owner of each lot shall be responsible for one-eighth (1/8) of the cost thereof.
- b. To this end, Developer and all other lot owners (i.e. Purchasers) shall be members of an unincorporated association to be denominated "Dockside Cove Road and Dock Slip Maintenance Association" (hereinafter the "Association").
- c. The Association shall be charged with the responsibility of contracting for any road maintenance work as set forth hereinabove and shall be responsible for any decisions regarding the need for maintenance and the manner and

extent of said maintenance, improvement or repair, with a vote of the majority of the Association members controlling all decisions by the Association.

- d. The Association shall meet on the second Monday of January of each and every year at which time it shall set and collect the annual assessment for said maintenance on a prorata basis from the lot owners.
- e. Should any lot owner (i.e. the Developer and any subsequent lot Purchasers) fail to pay the annual assessment as set forth above, then in that event, the assessment shall become a lien upon their lot until discharged through payment.
- f. **NOTWITHSTANDING** the above, as long as the Developer owns a lot in the subdivision, the Developer shall make all decisions regarding the need for maintenance and the manner and extent of said maintenance, improvement or repair, and the amount of assessment therefore.

2. **ROAD MAINTENANCE** [30-foot private right of way from State Road 1329 (Thomas Road) along the southern property line of Lot 8 to Lot 10 and Lot 11, and thereafter continuing 10-foot on either side of the common property line of Lots 10 and 11 to and from the property of the United States of America (Kerr Reservoir; Tract Map L-1132):

- a. The owners of Lot 8, Lot 9, Lot 10 and Lot 11 (i.e. the Developer and any subsequent lot Purchasers) shall each be responsible for one-fourth (1/4) of the cost of maintaining said 30-foot private right of way along State Road 1329 (Thomas Road) along the southern property line of Lot 8 to Lot 10 and Lot 11 and thereafter continuing 10-foot on either side of the common property line of Lots 10 and 11 to and from the property of the United States of America (Kerr Reservoir; Tract Map L-1132) in an all-weather state of good repair on a prorata basis, i.e. the owner of each lot shall be responsible for one-fourth (1/4) of the cost thereof.
- b. The provisions of Paragraph 1(b), (c), (d), (e) and (f) shall also apply to road maintenance under this paragraph, Paragraph 2.

3. **ROAD MAINTENANCE** [20-foot private right of way along the western property line of Lots 1 and 2R (within Lot 3R)]:

- a. The owners of Lot 2R and Lot 3R (i.e. the Developer and any subsequent lot Purchaser) shall each be responsible for one-half (1/2) of the cost of maintaining said 20-foot private right of way along the western property line of Lot 1 and 2R (within Lot 3R) in an all-weather state of good repair on a prorata basis, i.e. the Owner of each lot shall be responsible for one-half of the cost thereof.
- b. The provisions of Paragraph 1(b), (c), (d), (e) and (f) shall also apply to road maintenance under this paragraph, Paragraph 3.

4. **DOCK SLIP MAINTENANCE** [Ten (10) slip dock adjoining the property of the United States of America (John H. Kerr Reservoir; Tract Map L-1132)]:

- a. The owners of Lot 2R, Lot 3R, Lot 5, Lot 6, Lot 8, Lot 9, Lot 10 and Lot 11 (i.e. the Developer and any subsequent lot Purchasers) shall each be responsible for one-tenth (1/10) of the cost of maintaining said ten (10) slip dock (or should a Purchaser acquire more than one dock slip in connection with the purchase of a lot, then in that event, one-tenth (1/10) of the cost for each dock slip acquired) in an all-weather state of good repair on a prorata basis, i.e. the owner of each lot shall be responsible for one-tenth (1/10) of the cost thereof (except as set forth above).
- b. The provisions of Paragraph 1(b), (c), (d), (e) and (f) shall also apply to dock slip maintenance under this paragraph, Paragraph 4.

This agreement contains the entire understanding of the Developer and all subsequent lot Purchasers and may only be modified by written and agreed upon changes thereto and will be binding upon the Developer, Purchasers, their heirs, successors and/or assigns.

IN WITNESS WHEREOF, Rogers & Franklin Design Builders, Inc. has caused this instrument to be signed in its corporate name by its duly authorized officer the day and year first above written.

**ROGERS & FRANKLIN DESIGN BUILDERS,
INC.**

BY: _____

John C. Rogers
JOHN C. ROGERS, President

STAINBACK & SATTERWHITE ATTORNEYS AT LAW HENDERSON, N.C.

STATE OF NORTH CAROLINA

COUNTY OF VANCE

I, a Notary Public, of said county and state, do hereby certify that **JOHN C. ROGERS** personally came before me this day and acknowledged that he is President of **ROGERS & FRANKLIN DESIGN BUILDERS, INC.**, a North Carolina corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official stamp or seal this 5th day of March 2003.



Kathy Falkner Denton
NOTARY PUBLIC

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Kathy Falkner Denton, Notary Public of Vance County, NC is 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

STAINBACK & SATTERWHITE ATTORNEYS AT LAW HENDERSON, N.C.