

STATE OF NORTH CAROLINA)
COUNTY OF VANCE)

DEED

THIS DEED, made and entered into this the 15th day of November, 1973, by and between VICTOR E. HEDRICK and wife MILDRED F. HEDRICK of Vance County, North Carolina, Parties of the First Part, and STACEY S. BAILEY and wife SUE D. BAILEY, of Vance County, North Carolina, Parties of the Second Part;

WITNESSETH:

That the said Victor E. Hedrick and Mildred F. Hedrick, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to them paid by Stacey S. Bailey and wife Sue D. Bailey, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do bargain, sell and convey unto the said Stacey S. Bailey and wife Sue D. Bailey, their heirs and assigns, a certain tract or parcel of land in Vance County, North Carolina, more particularly described as follows:

BEGIN at an iron pin on the northern edge of Country Club Drive, corner of Lots 65 and 66; run thence North 30° 33' East 165.2 feet to an iron pin in the line of Lot #68; run thence South 64° 16' East 170 feet to an iron pin, corner of lots 64, 65, 69 and 70; run thence South 39° 08' West 185.3 feet to an iron pin on the northern edge of Country Club Drive, corner of Lots 64 and 65; run thence along the northern edge of Country Club Drive (and along the perimeter of a curve having a radius of 279.03 feet) in a general northwesterly direction for a distance of 50 feet to a concrete monument in the northern edge of Country Club Drive; run thence North 59° 44' West 92 feet to the point of beginning. The same being Lot 65 as shown on plat of Kerr Lake Estates recorded in Plat Book P at page 25, Vance County Registry.



TO HAVE AND TO HOLD the aforesaid tract or parcel of land, and all privileges and appurtenances thereto belonging to the said Parties of the Second Part, their heirs and assigns, to their only

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MENDENHALL, N. C.

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Page 2

use and behoof in fee simple forever.

The above property is subject to the following conditions and restrictions:

- (1) The above property shall be used for residential purposes only; no crop allotment shall pass with this property, and the Parties of the Second Part agree 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 or devisees.
- (3) No dwelling may be located on the herein conveyed lot nearer than 35 feet to the front lot line (street right of way) or nearer than 35 feet to any side street line.
- (4) No dwelling may be located nearer than 15 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located more than 110 feet from the front lot line.
- (5) No dwelling may be located on any interior lot nearer than 40 feet to the rear lot line.
- (6) No dwelling may be erected, altered, placed or permitted to remain on the herein conveyed lot other than one detached single family dwelling not exceeding two and one-half (2-1/2) stories in height and the ground floor area of the dwelling shall contain not less than 1250 square feet in case of a one-story dwelling and not less than 1000 square feet for a dwelling of more than one story.
- (7) For the purposes of (3), (4), (5) and (6) above, eaves, steps, open porches and carports shall not be considered as a part of the dwelling.
- (8) No dwelling (or other structure permitted by these restrictions) shall be erected, altered, placed or permitted on the property hereby conveyed until the plans and specifications for such have been submitted to and approved in writing by Victor F. Hedrick, or in the event of his death, disability, or absence, by his executor, administrator, devisee or heir, or duly authorized agent or assignee. Such approval shall not be unreasonably withheld and is for the purpose of maintaining architectural continuity in the interest of the orderly development of Kerr Lake Estates.
- (9) No trailers shall be permitted to be used as a residence

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HENDERSON, N. C.

or dwelling and no objectionable out buildings shall be constructed on the herein conveyed lot. It being understood this does not prohibit the erection of a garage or other building which does not detract from the dwelling.

- (10) No animals, livestock or poultry of any kind shall be raised or bred on the herein conveyed lot, except that dogs, cats or any other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
- (11) No noxious or offensive activity shall be carried on upon the herein conveyed lot, nor shall anything be done on the land herein conveyed which may be or may become an annoyance or a nuisance to other properties now owned by the Parties of the First Part or to the neighborhood.
- (12) No part of the property herein conveyed 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (13) 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 County Health Department and North Carolina State Board of Health.
- (14) 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 thirty 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, or devisees. 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 Victor E. Hedrick and Mildred F. Hedrick covenant with the said Parties of the Second Part, their heirs and assigns, 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 from all encumbrances,

Deed

Page 4

except the above covenants and conditions, and that they will warrant and defend the said title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said Victor E. Hedrick and wife Mildred F. Hedrick have hereunto set their hands and seals this the day and year first above written.

Victor E. Hedrick (SEAL)
Victor E. Hedrick

Mildred F. Hedrick (SEAL)
Mildred F. Hedrick

STATE OF NORTH CAROLINA
COUNTY OF VANCE

The execution of the foregoing Deed was this day acknowledged before me by Victor E. Hedrick and wife Mildred F. Hedrick for the purposes therein expressed.

Witness my hand and notarial seal this the 19th day of November, 1973.

Ann M. Ellis
Notary Public
My commission expires: 7-31-75



STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Ann M. Ellis, Notary Public of Vance County, North Carolina, is certified to be correct. This instrument was presented for registration and recorded in this office in Book 487, Page 602.

this 19 day of November 1973, at 2:35 o'clock P.M.

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HENDERSON, N. C.

Jack St. John
Register of Deeds