

NORTH CAROLINA—FRANKLIN COUNTY.

THIS DEED, Made this 19 day of March A. D., 1962, by
WILLIAM CLIFTON PERRY and wife MARGARET B. PERRY
of Franklin County and State of North Carolina, of the first part, to
WALLACE C. TIPPETT and wife JANIE C. TIPPETT

of Franklin County and State of North Carolina, of the second part:

WITNESSETH, That said William Clifton Perry and wife Margaret B. Perry
in consideration of ONE HUNDRED AND NO/100 DOLLARS and other good and valuable/^{considerations}
them paid by Wallace C. Tippet and wife Janie C. Tippet ~~DOLLARS~~ to

the receipt of which is hereby acknowledged, have vs bargained and sold, and by these presents do grant, bargain, sell and
convey to said Wallace C. Tippet and wife Janie C. Tippet their heirs and assigns,

a certain tract or parcel of land in Louisburg Township, Franklin
County, State of North Carolina

adjoining the lands of Cottrell and others and being more particularly described as follows:

~~XXXXXX~~ BEGINNING at a stake on the Eastern side of Jeffress Drive, said point being the northwestern corner for William Clifford Joyner and the Southwestern corner for the lots herein conveyed; thence along the Eastern edge of Jeffress Drive, North 4 degrees 30 minutes/200 feet to an iron stake in the Eastern edge of Jeffress Drive and the Northern boundary line of the "Sherwood Hills" subdivision'; thence along the Northern boundary line of the Sherwood Hills subdivision South 87 degrees 45 minutes East 210 feet to a stake in the Cottrell line; thence along the Cottrell line South 1 degree 15 minutes West 203.3 feet to a stake in the Cottrell line; said point being the Northeastern corner for William Clifford Joyner and the Southeastern corner for the lots herein conveyed; thence along the Northern line for William Clifford Joyner, North 86 degrees 00 minutes West 220.5 feet to the point and place of beginning, and being Lots No. 34 and No. 35 of the "Sherwood Hills" Subdivision, as shown on map of said subdivision, said map being duly recorded in the office of the Register of Deeds of Franklin County, North Carolina, in Map and Cornerstone Book 5 at page 123. STAMPS AFFIXED: \$2.75

THE FOLLOWING COVENANTS AND RESTRICTIONS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM, VIZ:

1. No lots shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot, other than one detached single-family dwelling, a private garage and other structures for use in connection with said dwelling; provided, that any such structures shall be designed, constructed and maintained in keeping with the style and design of said building. 2. No building shall be constructed within seventy (70) feet of the center of the roadway fronting each lot. In any event no building shall be located on any lot nearer than fifty (50) feet to the front lot line, or nearer than twenty (20) feet to any side line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. 3. No dwelling shall be entered or placed on any lot having a continuous width of less than one hundred feet from front to back, nor shall any dwelling be erected or placed on any lot having an area of less than 18,000 square feet.

4. No dwelling shall be permitted on any lot at a prevailing cost of less than \$15,000, exclusive of porches, garages and terraces, said construction based upon cost levels prevailing in the date these covenants are recorded, and no dwelling shall be constructed with any exterior finish other than brick, brick veneer, stone, imitation stone, wood or a material equal to or superior to the above mentioned, or a combination of any of these, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and material substantially of the same or better than that which can be purchased on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence, either temporarily or permanently. 6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. 7. The purchaser or purchasers of any lot in the "Sherwood Hills Subdivision" through which lot a stream, branch, or creek passes, or the purchaser or purchasers of any lot bounded by a stream, branch or creek, must keep said stream, branch, or creek, free and clear of all debris and stagnant water so far as the said stream, branch or creek passes through or bounds any lot. 8. No lot as shown by the official map of the above lots shall be re-sub-divided unless such part of the subdivided lot becomes a part of a whole lot and the remainder of the subdivided lot becomes a part of another whole lot. In no event, however, shall more than one dwelling be erected on any one lot or any one lot to which there has been made an addition. 9. No family living on any lot in "Sherwood Hills Subdivision" shall be permitted to raise, any animals of any kind, and shall not at any time keep or maintain upon said premises any horses, cows or pigs. 10. No dwelling shall be constructed on any lot in the "Sherwood Hills Subdivision" to be used solely as rental property. 11. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them, for a period of twenty-five years from the date of this deed, at the expiration of which period said covenants and restrictions shall terminate. 12. If any person, firm or corporation, and their heirs or assigns, shall violate or attempt to violate any of these covenants and restrictions prior to the expiration of same, it shall be lawful for the person or persons owning more than one-half of the property contiguous to the property of the party violating or attempting to violate any of these covenants or restrictions, to prosecute and maintain any proceeding at law or equity against such person or persons to prevent him or them from doing so and/or to recover damages for such violations.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land, and all privileges and appurtenances thereto belonging, to the said WALLACE C. TIPPETT and wife JANIE C. TIPPETT their heirs and assigns, to their only use and behoof forever.

And the said William Clifton Perry and wife Margaret B. Perry for them sel. ves. and their heirs, executors, and administrators, covenant with said Wallace C. Tippet and wife Janie C. Tippet, their heirs and assigns, that they are seized of said premises in fee, and have right to convey in fee simple; that the same are free and clear from all encumbrances, and that they do hereby forever warrant and will forever defend the said title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said William Clifton Perry and wife Margaret B. Perry have hereunto set their hand and seal, the day and year first above written.

William Clifton Perry (SEAL)

Margaret B. Perry (SEAL)

Attest: ----- (SEAL)

STATE OF NORTH CAROLINA—FRANKLIN COUNTY.

I, Gladys V. Perry, Notary Public, do hereby certify that WILLIAM CLIFTON PERRY and wife MARGARET B. PERRY ~~his wife~~, personally appeared before me this day and acknowledged the due execution of the annexed Deed of Conveyance.

Witness my hand and notarial seal this 26 day of March, A. D., 19 62

My commission expires 1-5-64 (NP SEAL) Gladys V. Perry N. P. (SEAL)

STATE OF NORTH CAROLINA—FRANKLIN COUNTY.

I, -----, Notary Public, hereby certify that ----- and ----- his wife, personally appeared before me this day and acknowledged the due execution of the annexed Deed of Conveyance; and the said ----- being by me privately examined, separate and apart from her said husband, touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily, without fear or compulsion of her said husband or any other person, and that she doth still voluntarily assent thereto.

Witness my hand and notarial seal this ----- day of -----, A. D., 19 -----

My commission expires -----

STATE OF NORTH CAROLINA—FRANKLIN COUNTY.

The foregoing certificate of Gladys V. Perry, a Notary Public, of Franklin County, State of North Carolina, is adjudged to be correct. Let the instrument, with the certificates, be registered.

Witness my hand, this 2nd day of April, A. D., 19 62

Jno. W. King
Clerk of the Superior Court.

Filed for record 9:30 A. M. o'clock, 2nd day of April, 19 62, and recorded.

Alex T. Wood, Register of Deeds.

By: Martha M. Speed, Asst.