

BK 2329 PG 2159 - 2164 (6) DOC# 10073532
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Fee: \$26.00 Tax: \$340.00
Franklin County, North Carolina
Brandi Smith Brinson, Register of Deeds

Submitted electronically by Law Office of Patricia S. Horne, PLLC in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Franklin County Register of Deeds.

Prepared by:
J. Michael Weeks
J. Michael Weeks, P.A.
P. O. Box 1097
Zebulon, NC 27597

Mail to: GRANTEE

This instrument was prepared by J. Michael Weeks, a licensed North Carolina attorney, without a title examination. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

TAX ID# 048968

Revenue: \$340.00

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED, made this 23rd day of March, 2023, by and between:

**TIDEWATER INVESTORS VIII, LLC, a NC Limited Liability Company,
1011 W. Gannon Ave., Zebulon, NC 27597,**

GRANTOR, and

**GREGORY FILIMON and wife, MARIA FILIMON, 1028 Todd Rd., Knightdale,
NC 27545;**

GRANTEE.

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 Dunn Township, Franklin County, North Carolina, and more particularly described as follows:

BEING all of that certain tract or parcel of land containing 11 acres as shown on a map of a survey by Nathan R. Hymiller, Jr., Professional Land Surveyor, dated June 28, 2022 entitled "Division of Land for Tidewater Investors VIII, LLC, Dunn Township, Franklin County, North Carolina", and recorded in Book of Maps 2022, Page 272, Franklin County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1883, Page 802, Franklin County Registry.

COVENANTS RESTRICTING USE OF LAND

This conveyance is made subject to the following Covenants Restricting the use of the land hereby conveyed:

1. All references to the Property in these Covenants shall mean the land conveyed by this Deed. All references to the Grantor shall mean the Grantor and the Grantor's successors and assigns. All references to Owner shall mean the Grantee and the Grantee's heirs, successors and assigns.
2. No signboards, billboards or advertising signs of any description shall be displayed on the Property.
3. The Property shall be used for single family residential purposes only. No more than three (3) single family residential dwellings may be constructed on the Property with the front elevation of one (1) dwelling facing Hagwood Road and the front elevation of two (2) dwellings facing Stallings Road. The driveway servicing a residential dwelling on the Property shall be paved with asphalt or other material approved by Grantor.
4. The building plans for any residential dwelling or accessory buildings (car ports, storage buildings, sheds) shall be submitted to the Grantor for approval before any construction activity is commenced upon the Property. The Grantor shall have 30 days to approve or disapprove of the building plans. If the Grantor fails to approve or disapprove of the building plans within 30 days of submittal, then the plans are approved for purposes of these covenants; provided, however, any changes or modifications to the building plans shall be submitted to the Grantor for approval following the same procedure as for the original building plans.
5. No material, equipment, trailers and/or motor vehicles shall be visible from Hagwood Road or Stallings Road when stored or parked on the Property.
6. No structure of a temporary nature shall be erected or allowed to remain upon the Property and no trailer, camper, shack, tent, garage, barn, or other structure shall be used as a residence on the Property.
7. No noxious, offensive, or illegal activity or any activity constituting a hazard or nuisance to the adjoining lands shall be carried on upon the Property.

8. The Owner of the Property may have livestock on the Property provided (a) the livestock is kept in appropriate barns, stables, shelters, pens and fenced in areas located behind the Owner's residence and not visible from Hagwood Road or Stallings Road and (b) the livestock are kept free of any disease that is communicable to other animals. No livestock or pets may be kept on the property for commercial purposes. No pets may be kept on the Property unless appropriate precautions are taken to prevent the pets from straying or wandering from the Property.

9. The Owner shall keep the Property in an orderly condition and shall keep any improvements thereon in a suitable state of repair and shall promptly repair any damage thereto by fire or other casualty. All landscaping for the single-family residence shall be maintained in a manner that compliments the residence and is attractive when viewed from the public right of ways (Hagwood Road and/or Stallings Road).

10. The Property shall not be used in whole or in part for storage of rubbish or for the storage of any property that will cause any odor, noise or air pollution that will be a nuisance to the occupants of the surrounding land. No wrecked or inoperable motor vehicles, equipment or other unsightly items shall be allowed to remain on the Property outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish or other debris for collection by governmental or other similar garbage and trash removal units.

11. Appropriate fencing shall be constructed and maintained on the Property to control the livestock and pets being kept on the Property. The Owner shall not attach the Owner's fence to the fence on an adjoining tract of land without the consent of that landowner.

12. No firearms may be discharged on the Property.

13. No off-road motor bikes, three (3) wheelers, four (4) wheelers or other off-road vehicles shall be operated on the Property unless the engines are muffled to prevent the exhaust sounds from disturbing occupants of the adjoining lands. No racing of motor vehicles, motorcycles or all-terrain vehicles (three (3) wheelers or four (4) wheelers) shall be allowed on the Property.

14. No satellite receiver, antenna, radio tower or similar device for receiving communication signals shall be erected on the Property that may be visible from the public right of ways (Hagwood Road and/or Stallings Road).

15. The Grantor is vested with the power and authority to enforce these Covenants. Enforcement of these Covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate these Covenants. In addition to all other amounts due the enforcing party for a violation of these Covenants, the party violating these Covenants shall be liable to the party enforcing these Covenants for all reasonable attorney's fees and court costs incurred by the party enforcing these Covenants. Failure or forbearance by the Grantor to enforce any one or more of these Covenants shall not be deemed a waiver of the right to do so thereafter. In any action or proceeding filed to enforce these Covenants by injunction or

restraining order, there shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of these Covenants cannot be adequately remedied by an action at law or by recovery of damages.

16. The invalidation of any one or more of the foregoing Covenants by judgment or court order shall in no way affect the enforcement of the remaining Covenants and the remaining Covenants that are not affected by the judgment or court order shall remain in full force and effect.

17. These Covenants shall run with the title to the Property and shall be binding upon and enforceable against the current and all successive owners of the Property.

18. These Covenants shall be interpreted and enforced in accordance with the laws of the State of North Carolina.

19. These Covenants shall expire and shall be null, void and unenforceable ten (10) years from the date of the recording of these Covenants unless (a) the Covenants are renewed by a document executed by all of the then Owners of the Property and the Grantor and (b) the document renewing the Covenants is recorded in the Franklin County Registry prior to the expiration of the existing Covenants.

revenue stamps associated with the purchase of the Option Property.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belong 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:

1. Franklin County ad valorem taxes for 2023 and subsequent years.
2. Right-of-way of Stallings Road and Hagwood Road.
3. Easements, restrictions, and rights of way of record.
4. All matters which would be revealed by a visual inspection of the property or an accurate survey of the same.
5. Compliance with building, zoning and environmental regulations and codes.
6. The Covenants set forth in this Deed restricting the use of the property.
7. The rights granted the Grantor by the Option to Purchase set forth in this Deed.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

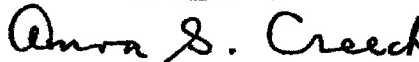
TIDEWATER INVESTORS VIII, LLC

By: 
Michael J. Leith, General Manager

NORTH CAROLINA
COUNTY OF Johnston

I, a Notary Public of the County and State aforesaid, certify that MICHAEL J. LEITH personally came before me this day and acknowledged that he is the General Manager of TIDEWATER INVESTORS VIII, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument for the purpose stated therein on behalf of the entity.

Witness my hand and official stamp or seal, this 28th day of March, 2023.



Notary Public

My Commission Expires: 12-18-2024 Hand printed name: Anna S. Creed

