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WARRANTY DEED-Form WD-601

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STATE OF NORTH CAROLINA, Davie County. THIS DEED, Made this 13 day of April, 1982, by and between Brady L. Angell and wife Grace M. Angell of Davie County and state of North Carolina, hereinafter called Grantor, and Robert Michael Angell and wife Ruby Leuna Angell of Davie County and State of North Carolina, hereinafter called Grantee, whose permanent mailing address is \_\_\_\_\_

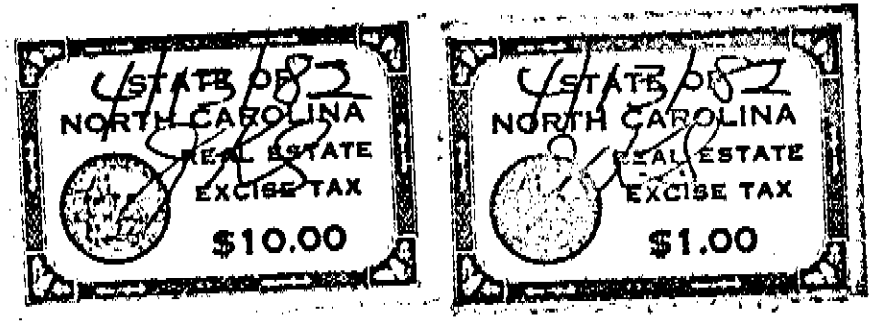
WITNESSETH: That the Grantor, for and in consideration of the sum of \*\*\*\*\*TEN\*\*\*\*\* Dollars and other good and valuable considerations to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs and/or successors and assigns, premises in Mocksville Township, Davie County, North Carolina, described as follows:

Being known and designated as Lot No. Nine(9) Section Two (2) Farmland Acres Subdivision property of Brady L. Angell and wife as per a survey and plat prepared by Roy L. Turner which plat is recorded in Map Book Five (5) at page 41, Davie County Registry, to which reference is hereby made for a more particular description as if fully set forth herein.

This conveyance is made subject to all restrictions, reservations and easements of record and particularly those Restrictive Covenants set forth by an instrument recorded in Book 104, page 889, Davie County Registry.

Said Restrictive Covenants are hereby amended under the authority to do so set forth therein to provide the Restriction No. 1 requiring a residential use only is modified with respect to Lots Nine (9) and Ten (10) to provide the additional permitted use of commercially growing and selling shrubbery and Christmas trees upon said lots.

Prepared By: George W. Martin



The above land was conveyed to Grantor by \_\_\_\_\_ See Book No. \_\_\_\_\_, Page \_\_\_\_\_. TO HAVE AND TO HOLD The above described premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantee, his heirs and/or successors and assigns forever. And the Grantor covenants that he is seized of said premises in fee, and has the right to convey the same in fee simple; that said premises are free from encumbrances (with the exceptions above stated, if any); and that he will warrant and defend the said title to the same against the lawful claims of all persons whomsoever. When reference is made to the Grantor or Grantee, the singular shall include the plural and the masculine shall include the feminine or the neuter. IN WITNESS WHEREOF, The Grantor has hereunto set his hand and seal, the day and year first above written.

\_\_\_\_\_(SEAL) - Brady L. Angell (SEAL) \_\_\_\_\_(SEAL) - Grace M. Angell (SEAL)

STATE OF NORTH CAROLINA, Davie COUNTY. Patricia B. Cope, a Notary Public of said County, do hereby certify that Brady L. Angell and wife Grace M. Angell Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed. Witness my hand and notarial seal, this the 13 day of April, 1982. My Commission Expires October 22, 1983 Patricia B. Cope, N. P. (SEAL)

STATE OF NORTH CAROLINA, \_\_\_\_\_ COUNTY. I, \_\_\_\_\_, a Notary Public of said County, do hereby certify that Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed. Witness my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. My Commission Expires: \_\_\_\_\_, N. P. (SEAL)

STATE OF NORTH CAROLINA, Davie COUNTY. The foregoing certificate(s) of Patricia B. Cope, Notary Public of Davie County is (are) certified to be correct. This instrument was presented for registration this 13 day of April, 1982 at 11:45 A. M., and duly recorded in the office of the Register of Deeds of Davie County, North Carolina, in Book 116, Page 237. This the 13 day of April, A. D., 1982. J. R. Smith, Register of Deeds. By \_\_\_\_\_ Assistant, Deputy Register of Deeds

This Deed drawn by \_\_\_\_\_

NORTH CAROLINA

DAVIE COUNTY

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that BRADY L. ANGELL and wife, GRACE ANGELL, hereinafter referred to as GRANTORS, do hereby covenant and agree to and with persons, firms, or corporations who acquire any property in any of the lots of FARMLAND ACRES as shown in Plat Book 5, page 40 & 41, Davie County Registry.

The following covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years. The preceding provisions of this paragraph notwithstanding, any restriction, covenant or condition hereinafter set forth may be removed, modified or changed by securing the written consent of the GRANTOR, which written consent shall be duly executed, acknowledged and recorded in the Office of the Register of Deeds of Davie County, North Carolina, and which written consent may be given or withheld within the uncontrolled and sole discretion of the GRANTOR, his successors or assigns.

If the parties or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning property situated in the abutting proposed development or subdivision to prosecute or enforce any provisions of these covenants in an action at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall

remain in full force and effect.

1. Lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on lot other than one detached, single family dwelling not to exceed two and one-half stories in height on any side fronting a street, and customary accessory buildings used in connection therewith for customary purposes. No building shall be erected or altered unless the plans and specifications therefor shall be approved in writing by the GRANTOR as to quality and appearance; provided, however, that if the GRANTOR does not disapprove the plans and specifications submitted to it within thirty (30) days from the time they are submitted, their approval shall be deemed to have been given. Home gardens are expressly permitted.

2. No lot shall not be re-subdivided.

3. No single family dwelling shall be built, erected, altered, or used on any lot unless it shall contain at least 1500 square feet of floor space in the main body of the house if the structure is a one-story building or at least 1900 square feet of floor space in the main body of the house if the structure is a two-story building, exclusive of basements, garages, carports, outhouses, porches, breezeways, stoops, and terraces. For the purposes of this paragraph, a split-level house shall be considered a one-story building. Said measurements are to be made from the outside wall lines.

4. All buildings shall be set back from the property line of the street abutting the front of said lot a distance of at least 70 feet from the side property line 20 feet, and in any event a distance as shall be approved by the Davie County Health Department in order to allow the proper construction of a septic tank and its attendant lines.

5. Any residence erected on a lot shall include a septic tank, and no outside toilets are to be erected. If sewer facilities shall become available in the future, and residences connect with

such facilities, then that portion of this paragraph relating to a septic tank shall not apply.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as either a temporary or permanent residence.

7. No lot shall be used for business, manufacturing, or commercial purposes, nor shall any swine, fowl, or livestock be kept or allowed to remain on any lot except that one horse or one cow shall be permitted per acre. Household pets may be kept or allowed to remain for non-commercial purposes on any lot if they are properly confined and do not constitute a nuisance.

8. Easements and rights of way for the maintenance of public utilities are reserved, but such easements and rights of way must be used so as to interfere as little as possible with the use of the property by the owners thereof.

9. In the event the Grantor, its successors or assigns, shall fail to give written approval of any act or thing as herein required within thirty (30) days of the request therefor, such approval shall be deemed given.

10. Any residence erected on a lot shall include a driveway so constructed as to withstand normal residential vehicular use.

11. Every lot shall be kept clean and mowed by the owner. Contractors shall keep building job sites reasonably clean and free of trash, rubbish and building material waste. Storage of building materials by contractors on the job sites shall not be prohibited if connected with the current building project on the lot. The GRANTOR reserves the right to clean and mow any lot if unclean and assess the property owners for the costs.

12. No junk vehicles, trash, or rubbish shall be permitted on any lot.

13. No lot can be used as access to abutting property.

IN TESTIMONY WHEREOF, the above parties have hereunto  
their hands and affixed their seals, this the 5 day of  
June, 1978.

Brady L. Angell (SEAL)  
Grace M. Angell (SEAL)

NORTH CAROLINA, Davie County.

I, Jewell S. Stokes, a Notary Public of  
said County, do hereby certify that BRADY L. ANGELL and wife,  
GRACE ANGELL, GRANTORS, personally appeared before me this  
day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 5 day of  
June, 1978.

Jewell S. Stokes  
NOTARY PUBLIC

My commission expires:

Jan. 12, 1983



NORTH CAROLINA, DAVIE COUNTY

The foregoing certificate of Jewell S. Stokes, Notary  
Public of Davie County is certified to be correct. This  
instrument was presented for registration this 5 day of  
June, 1978 at 4:00 P.M. and duly recorded in the office  
of the Register of Deeds of Davie County in Book 104, Page  
889.

J. K. Smith, Register of Deeds

By: Nancy Tetterow  
Assistant

Mail To: Robert M. Angell, Rt 9 Box 76, Mocks

NORTH CAROLINA

DAVIE COUNTY

AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS  
OF FARMLAND ACRES

THIS AMENDMENT made and entered into on the date hereinafter set forth by the undersigned, BRADY L. ANGELL, being the developer of FARMLAND ACRES, hereinafter referred to as OWNER.

W I T N E S S E T H :

THAT WHEREAS, BRADY L. ANGELL, as declarant, filed of record certain covenants, conditions and restrictions for FARMLAND ACRES in the Office of the Register of Deeds of Davie County, North Carolina, with several amendments thereto, those documents being filed as follows:

Restrictive Covenants, Deed Book 104, page 889.

Modification of Restrictive Covenants, Deed Book 122, page 357, Deed Book 128, page 489, Deed Book 146, page 235 and Deed Book 146, page 387.

AND WHEREAS OWNER is desirous of amending all of the above covenants, conditions, restrictions and amendments for FARMLAND ACRES;

AND NOW THEREFORE, in consideration of these premises and other good and valuable consideration, the undersigned OWNER hereby agrees as follows:

1. That this amendment is made in accordance with paragraph 2 of the restrictive covenants recorded in Deed Book 104, page 889 providing for modification by the OWNER.

2. That all of the above mentioned covenants, conditions and restrictions set forth by the restrictive covenants recorded in Deed Book 104, page 889 and the several amendments thereto are deleted from the following described portion of Lot 15, FARMLAND ACRES and herein described the 1.801 acre tract.

BEGINNING at an iron, Southwest corner of Lot 15 and Northwest corner of Lot 14 of Farmland Acres as the same appears on a map recorded in Map Book 5, page 200 and running thence North 07 degs. 46 min. 10 sec. East 176.11 feet to an iron, Northwest corner of Lot 15; thence South 85 degs. 11 min. 35 sec. East 430.0 feet to an iron; thence South 07 degs. 37 min. 35 sec. West 188.96 feet to an iron in the line of Lot 14; thence with the line of Lot 14 North 83 degs. 28 min. 43 sec. West 430.0 feet TO THE POINT AND PLACE OF BEGINNING, containing 1.801 acres, more or less, as surveyed May 5, 1989 by Hall's Land Surveying Co. and being the Western portion of Lot 15 of Farmland Acres.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 10 day of May, 1989.

June

Brady L. Angell (SEAL)  
Brady L. Angell

NORTH CAROLINA

Davie COUNTY.

I, Kenn Johnson, a Notary Public of the County and State aforesaid, certify that BRADY L. ANGELL personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 10 day of May, 1989

My commission expires:

My Commission Expires February 26, 1992

Kenn Johnson June  
Notary Public

