

12:58

882

ROWAN COUNTY

APR 7 1992

MOBILE DOCUMENT AMOUNT

32.00 TRAN 10



Real Estate Excise Tax

FILED ROWAN COUNTY

'92 APR 7 PM 12 54

BOB MERWIARDT

REC. FEES

BY *Mona M. Eafe, lat* 0688 PAGE 882

SALES PRICE: \$ 16,000.00

REVENUE STAMPS: \$ 32.00

Excise Tax

Recording Time, Book and Page

Tax Lot No.

Parcel Identifier No.

Verified by

County on the

day of

, 19

by

Mail after recording to Homesley, Jones, Gaines & Fields P. O. box 1235, Mooresville, NC 28115

This instrument was prepared by Walter H. Jones, Jr., Attorney at Law

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 2nd day of April, 1992, by and between

GRANTOR

GRANTEE

HOWARD MILLER and wife, LOIS C. MILLER, of Forysth County, North Carolina

ANTHONY P. HOLLAND and wife, MARILYN A. HOLLAND

Route 10, Box 7620 Mooresville, NC 28115

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 Atwell Township,

Rowan

County, North Carolina and more particularly described as follows:

BEGINNING at a point in the eastern margin of the right of way of Air Park Drive, a common corner with Lot 11 of Miller Air Park, Section 11, as shown on Book of Plats Page 1886 of the Rowan County Registry; thence with the line of Lot 11 South 88-56-57 East 289.10 feet to a point; thence with a new line of Lot 12 South 03-16-00 West 234.25 feet to a point, a common corner with Lot 12-B (see Deed to Perry Miller recorded in Book 687, Page 512); thence with the line of Lot 12-B North 88-56-57 West 289.10 feet to a point in the eastern margin of Air Park Drive, another common corner with Lot 12-B; thence with the eastern margin of Air Park Drive North 03-16-00 East 234.25 feet to the point and place of Beginning, the same containing 1.554 acres, more or less, according to that certain survey prepared by James T. Hill, R.L.S., dated December 31, 1991.

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

A map showing the above described property is recorded in Plat Book at page 1886

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:

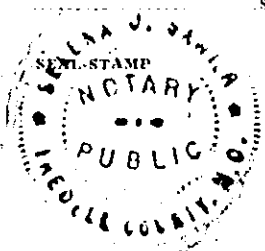
- (1) Any and all easements, rights-of-way and restrictions of record.*
- (2) Any and all zoning and planning ordinances.
- (3) Any discrepancies as an accurate survey of the premises might reveal.
- (4) Any and all other matters of record.

*This conveyance is made subject to those certain Restrictive Covenants attached hereto and incorporated herein by reference.

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) *Howard Miller* (SEAL)
 By: *Lois C. Miller* (SEAL)
 President
 ATTEST: (SEAL)
 Secretary (Corporate Seal) (SEAL)

USE BLACK INK ONLY



NORTH CAROLINA, Irredell County.
 I, a Notary Public of the County and State aforesaid, certify that HOWARD MILLER and wife, LOIS C. MILLER Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 2nd day of April, 1992.
 My commission expires: 3/18/96 *Selena J. Sawyer* Notary Public

Use Black Ink

SEAL-STAMP NORTH CAROLINA, County.
 I, a Notary Public of the County and State aforesaid, certify that Secretary of 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 President, sealed with its corporate seal and attested by as its Secretary. Witness my hand and official stamp or seal, this day of, 19.....
 My commission expires: Notary Public

The foregoing Certificate(s) of Selena J. Sawyer, a Notary Public for Irredell County, North Carolina

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.

Bethie M. Earls REGISTER OF DEEDS FOR ROWAN COUNTY
 By *Mona M. Earls* Deputy Assistant - Register of Deeds 4/7/92 nc

DECLARATION OF RESTRICTIONS

WHEREAS, HOWARD MILLER and wife, LOIS C. MILLER, of Forsyth County, North Carolina, are the owners of the above described property and they are hereafter referred to as the Developers; and

WHEREAS, Developers desire now for the use and benefit of themselves, their heirs and assigns, and their future grantees, to place and impose certain conditions and restrictions on the above described land.

NOW, THEREFORE, in consideration of the premises, Developers, for themselves, their heirs and assigns, and their future grantees, do place and hereby impose upon the above described land, the following conditions and restrictions:

1. All lots shown on the recorded map or plat shall be used for single family residential purposes only and no building shall be erected, placed or permitted to remain on any lot or combination of contiguous lots except as herein provided other than one single family dwelling not to exceed two and one-half stories in height above ground, a private garage or carport or carport for not more than four cars, and such outbuildings as may be approved for use in connection with the dwelling.

2. No building, fence, wall, outbuilding or any accessory feature to the dwelling structure shall be erected, placed or altered on any lot or combination of contiguous lots until the complete construction plans, plot plan, and specifications showing, among other details the external appearance and the proposed location of the building, fence, wall, outbuilding or other accessory feature on the lot have been approved in writing by Developers. Developers or their designated agent shall have fifteen (15) days after receipt of such plans and specifications for proposed construction to accept or reject the same in whole or in part; if neither acceptance nor rejection has been made in writing by Developers or their designated agent within said fifteen (15) days, then the plans and specifications shall be deemed to be approved as submitted automatically. After Developers or their designated agent grant permission for construction, the actual construction in accordance with the approved construction plans, plot plan and specifications, together with the requirements of these covenants, shall be the responsibility of the owner and/or builder. Any permission granted by Developers or their designated agent for construction under this covenant shall not constitute or be construed as an approval by Developers of the structural stability, design, or quality of any building.

3. Single family dwellings constructed on the lots shall contain not less than 1,400 square feet of enclosed heated living area for the ground level area, one story with basement, split level or two or more stories. Enclosed and heated floor area as used herein shall not include basements, attached or detached garages or unheated storage areas, carports or open porches of any type. All buildings shall have a roof of either slate, tile, asbestos shingles, first grade heavy weight asphalt composition shingles or other similar roofing material approved by Developers as to both texture and color. All power lines, telephone lines or other utility service to any dwelling constructed on said property or to a detached garage or outbuildings shall be underground and approved by the proper authority.

4. All construction shall comply with the applicable governmental regulations with regard to setback line and rear line lot requirements, if any. No structure shall be erected on any easement shown on the recorded map or plat or upon any easement described in these Restrictions. For the purpose of this

covenant, eaves, steps and uncovered porches or terraces shall not constitute a part of any building, provided, however, that this exception shall not be construed to permit encroachment upon an adjacent lot or upon an easement shown on the recorded map or plat or referred to in this instrument.

5. Before any unimproved lot may be sold to any person, firm or corporation other than Developers, the owner or owners of such lot shall offer first in writing to sell the lot to Developers at a price equal to the highest bona fide offer made to such owner or owners for said lot. If Developers do not accept or reject in writing said offer of sale within fifteen (15) days from the date of receipt of the same, the then owner or owners of such lot shall have the right to sell the same without any further or additional obligation to offer the same to Developers.

6. Developers reserve the right but shall not be obligated to waive in writing any violation of the front building set-back line or either side lot line provided that such violation does not exceed 10 percent of the established or prescribed requirements.

7. No lot or assembly of contiguous lots shall be subdivided by sale or otherwise so as to reduce either the total lot area shown on the recorded map or plat or the purchased assembly of contiguous lots as herein provided for, except by and with the written consent of Developers.

8. No residence of a temporary nature shall be erected or allowed to remain on any lot or assembly of contiguous lots, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot or assembly of contiguous lots either temporarily or permanently.

9. Any driveway erected in, on or upon any lot or assembly of contiguous lots shall have either an asphalt surface or a packed gravel surface or a cement concrete surface to the dwelling and garage or carport from the pavement of the street fronting the lot or assembly of contiguous lots, and that portion of such driveway located within the public right of way shall be put in place in strict accordance with the regulations and requirements of the North Carolina State Highway Department.

10. Septic tanks installed and wells placed within any lot or assembly of contiguous lots shall be installed or placed therein accordance with applicable laws of the State of North Carolina, and the rules, regulations or ordinances of the Rowan County or the Rowan County Health Department. Septic tanks and related effluent drainage fields shall not be located nearer than 100 feet to a well or wells situated on the same lot or assembly of contiguous lots and shall not be located nearer than 100 feet to any well or wells situated on the adjacent lots or assemblies of contiguous lots and shall comply in all respects with the Health Department rules and regulations.

11. Dogs, cats, and other household pets may be kept, provided they are not bred or maintained over three in number and then in such a manner so that the same shall not constitute an annoyance or nuisance to the neighborhood or shall in any way be detrimental or injurious to the health of the neighborhood or adjacent neighbors. No fowl or swine of any kind shall be raised, kept or bred on any lot except horses can be kept on lots but not more than two horses per lot.

12. No sign or bulletin boards of any description shall be displayed on any lot with the exception of signs "For Rent" or "For Sale" which signs shall not exceed two by three feet in size.

13. No noxious, offensive or illegal activity shall be carried on upon any lot or assembly of contiguous lots nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

14. Developers reserve an easement in and right at any time in the future to grant a ten foot right of way over, under and along the rear, side and front lines

of each lot or assembly of contiguous lots for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service, or other utilities including water, sanitary sewerage and storm water drainage services.

15. These 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 years from the date these covenants are recorded, and after that time these covenants shall be extended automatically for successive periods of ten years unless an instrument, signed by a majority of the then owners of the lots shown upon the subdivision map recorded as aforesaid, has been registered, agreeing to change said covenants in whole or in part.

16. These covenants may be enforced by Developers or any lot owner or owners by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or covenants either to restrain violation thereof or to recover damages.

17. Invalidation of any one of these covenants by judgment, court order or statute shall not affect any of the other provisions hereof which shall remain in full force and effect.

18. Nothing herein contained shall be held or construed to impose any restrictions on or easements in any land of Developers other than the land above described.