

NORTH CAROLINA)
I
CATAWBA COUNTY)

17617

BOOK 13
WARRANTY DEED

THIS DEED, made this 1st day of June, 1988, by and between LANDMARK PROPERTIES, INC., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, party of the first part; and ✓GERALD E. ROWLETT and wife, CAROLYN P. ROWLETT of Catawba County, North Carolina, parties of the second part;

Rt 3 Box 18 Taylorsville, N.C. 28681
WITNESSETH:

THAT the said party of the first part, in consideration of One Hundred (\$100) Dollars and other good and valuable considerations to it paid by the parties of the second part, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns, all of that certain tract or parcel of land situate, lying and being in Newton Township, Catawba County, North Carolina, and more particularly described as follows:

BEING Lot No. 41 of Block "A" of The Knolls Subdivision, Section 5, according to a plat of the same prepared by Sam Rowe, Jr., Registered Surveyor, which plat is recorded in Book of Plats 21 at Page 162, Catawba County Registry, to which plat reference is hereby made for greater certainty of description.

The following covenants are to run with the land and be binding on all parties claiming under them until December 31, 2025, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of those persons then owning the majority of the lots in The Knolls, Section 5 it is agreed to change said covenants in whole or in part.

- (1) This lot shall be used for residential purposes only. No structure shall be placed on the lot other than one detached single family dwelling and a private garage which may have as a part of said garage a storage room.
- (2) No trade or business and no noxious or offensive activities shall be carried on upon this lot. No livestock or poultry may be kept on this property, except for household pets.
- (3) No trailer or mobile home shall be erected on the lot nor shall any structure be moved onto the lot.
- (4) No residence having less than 1,750 square feet of heated floor space, exclusive of garage, carport, basement, or other auxiliary structure shall be erected on the lot. Any residence having living quarters on more than one floor must contain at least 1,200 square feet of heated floor space on the principal floor; provided, however, a house having two full floors above ground level must contain at least 1,000 square feet of heated floor space on the principal floor.
- (5) All homes constructed shall be at least thirty-five (35) feet from the road right-of-way and at least ten (10) feet from either side property line. On corner lots, all houses constructed shall be set back at least fifteen (15) feet from the side street.
- (6) No sign of any kind shall be displayed to the public view on the lot, except one sign of not more than five (5) feet advertising the property for sale or rent.
- (7) No fences of any nature shall be allowed on the portion of the lot from the street to the front of the house. This restriction shall not prohibit fences in the rear yard of the house.

This lot is subject to the drainage easement shown on plat recorded in Plat Book 21 at page 162 in the office of the Register of Deeds for Catawba County.

REVENUE \$14.50



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 use and behoof forever.

AND the said party of the first part for itself, its successors and assigns, covenants with the said parties of the second part, their heirs and assigns, that it is seized of said premises in fee, and has the right to convey the same in fee simple, that the same are free and clear from all encumbrances and that it will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be hereto affixed and attested by its Secretary, this day and year first above written.

LANDMARK PROPERTIES, INC.

By Hurshell H. Keener
President



[Signature]
Secretary

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RUTH MACKIE
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REGISTER OF DEEDS
CATAWBA CO., N.C.

NORTH CAROLINA)
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CATAWBA COUNTY)

This 1st day of June, 1988, personally came before me, HURSELL H. KEENER who being by me duly sworn says that he is the President of Landmark Properties, Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said President acknowledged the said writing to be the act and deed of said corporation.

Esther S. Balatow
Notary Public



My commission expires:
August 3, 1992

STATE OF NORTH CAROLINA, CATAWBA COUNTY

The foregoing certificate of Esther S. Balatow, a Notary Public of Catawba Co., N.C. is certified to be correct. Filed this 1st day of June 1988 at 12:43 P.M. and recorded in Book 1561, Page 471.

Ruth Mackie

RUTH MACKIE, REGISTER OF DEEDS