

Seller: STEED
Order No.: 135978

Data ID: 23167
Job No.: 12220

WILKES COUNTY NC

12/15/1999

\$850.00



Real Estate
Excise Tax

Excise Tax

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____

Verified by _____ County on the _____ day of _____, 19____

by _____

This instrument prepared out of state.
Mail after recording to

Brief description for the Index

Book Page
0830 0185

FILED

WILKES COUNTY NC
12/15/1999 4:50 PM
RICHARD L. WOODRUFF
Register of Deeds

By _____ Deputy/Asst.

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 15 day of December, 1999, by and between:

41298

GRANTOR

JOHN DAVID STEED AND LOIS BENNETT
STEED, HUSBAND AND WIFE

GRANTEE

JENNIFER A. KOON
128 South Oakwoods Trace
Wilkesboro, NC 28697

107235

Enter 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 Grantee in fee simple, all that certain lot or parcel of land situated in the City of Wilkesboro, Wilkes County, North Carolina and more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

22-04618

3866.11-55-9765 DD

CUM P 12-16-99

dw

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.

This conveyance is made and accepted subject to the lien for current taxes and other assessments and all valid and subsisting restrictions, reservations, conditions, limitations, encumbrances, covenants, exceptions and easements as may appear of record, if any, affecting the above described property.

{Continued}

EXHIBIT "A"

LEGAL DESCRIPTION

BEGINNING ON A REBAR IN THE RIGHT OF WAY OF OAKWOODS TRACE, NORTHWEST CORNER OF LOT NO. 17; THENCE S 15° 23' 21" E A DISTANCE OF 195.00 FEET TO A REBAR; THENCE S 15° 23' 21" E A DISTANCE OF 42.00 FEET TO A PK NAIL IN THE CENTER OF SR 2467 (COUNTRY CLUB ROAD); THENCE WITH THE CENTER OF SR 2467, S 67° 58' 20" W A DISTANCE OF 256.22 FEET TO A PK NAIL IN THE CENTER OF SR 2467; THENCE LEAVING SAID ROAD, N 21° 50' 30" W A DISTANCE OF 31.94 FEET TO AN IRON PIPE; THENCE N 21° 50' 30" W A DISTANCE OF 197.20 FEET TO AN IRON PIPE; THENCE N 22° 26' 38" W A DISTANCE OF 71.16 FEET TO AN IRON REBAR; SOUTHWEST CORNER OF LOT NO. 20; THENCE N 67° 33' 15" E A DISTANCE OF 205.66 FEET TO A REBAR IN THE RIGHT OF WAY OF OAKWOODS TRACE; THENCE WITH THE SAID ROAD RIGHT OF WAY A CHORD BEARING AND DISTANCE HAVING A RADIUS OF 77.75, S 50° 41' 30" E A DISTANCE OF 53.83 FEET TO AN IRON REBAR (FOUND); THENCE WITH SAME, A CHORD BEARING AND DISTANCE, N 88° 7' 37" E A DISTANCE OF 55.31 FEET; TO THE POINT AND PLACE OF BEGINNING CONTAINING 1.79 ACRES, MORE OR LESS; BEING ALL OF LOT 19 AND PART OF LOT 18 OF "THE GREENS AT OAKWOODS". REFER TO PLAT BOOK 8, PAGE 418 AND DEED RECORDED IN BOOK 719, PAGE 16, WILKES COUNTY REGISTRY.

Restrictive Covenants

*The Original
Restrictions*

NORTH CAROLINA
WILKES COUNTY

BOOK 0864 PAGE 162

KNOW ALL MEN BY THESE PRESENTS, that J.C.Faw, Owner, does hereby covenant and agree to with all persons, firms or corporations hereinafter acquiring any of the property below described:

Being all of the lots shown and described on the Map of The Greens at Oakwoods, as recorded in Map Book 8, Page 418, Wilkes County Registry reference to said Map being hereby made:

(1) All lots in this Subdivision shall be used for residential purposes exclusively. No structure as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached, single-family dwelling, not to exceed two and one half (2½) stories in height and one (1) small one-story accessory building which may include a detached, private garage or carport for not more than four (4) cars and/or servants' quarters, provided use of such dwelling or accessory building does not overcrowd the site and provided further that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building. The foregoing provision to the contrary notwithstanding, three story buildings may be permitted at the sole discretion of the Architectural Review Committee in those instances where all of the lowest level of such dwelling is subterranean.

(2) No lot may be subdivided and sold or used for the construction thereon for more than one (1) residence or dwelling as described in Restrictive Covenant No. (1) above, nor may any lot be used by any purchaser, either from the owner or any other purchaser, for use as a means of access or easement to any other property including any adjoining property; provided, however, that the owner reserves the right to redesignate any lot at that time remaining in the ownership of the owner for use as a right-of-way, roadway, street or easement to provide access from the streets within this Subdivision to any adjoining property or streets that the owner, in its sole discretion, may determine to be proper. Provided further that a lot in the Subdivision may be split if the ownership of said portion of a lot is in the same person, persons, or entities owning the adjacent lot, and if said splitting of a lot or lots is done for the purpose of enlarging the adjoining lots for residential use as herein provided.

(3) No structure or improvement of any description shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the proposed structure and/or structures to be erected on said lot, including driveways and landscaping plans, satellite dishes,

radio antennas, TV antennas and fences, have been approved by the Architectural Review Committee as to quality of workmanship and materials and harmony of external design with existing grade elevation and surroundings.

(4) The ground-floor area of the main structure of the residential home to be constructed on a lot, exclusive of one-story open porches, garages and other non-heated areas, shall not be less than 1,800 square feet in the case of a one-story structure and not less than 1,200 square feet of ground-floor area in the case of a 1½, 2, 2½ or 3-story structure.

(5) No building shall be located on any lot nearer to the front property line of said lot than thirty (30) feet or nearer to the side street line of said lot than twenty (20) feet, and no building shall be located on any lot nearer than fifteen (15) feet to an interior side property line or nearer than twenty-five feet (25) to a rear property line. In order to assure, however, that location of houses will be staggered where practical and appropriate and situated on said lots in a manner which preserves the trees, vegetation and natural attributes of the lot or lots in the best possible manner so that the maximum amount of view will be available to each house, that the structure will be located with regard to the topography of each individual lot, taking into consideration the elevation contours of the lot, the location of large trees and similar considerations, the Architectural Review Committee reserves unto itself, its successors and assigns the right to control absolutely and solely to decide the precise site and location of any house or dwelling and all other structures upon all lots. Provided, however, that such location shall be determined only after reasonable opportunity is afforded a lot owner to recommend a specific site, and provided further that in the event an agreed location is stipulated in writing in the Contract of Purchase, the owner shall approve automatically such location for a residence. The Architectural Review Committee shall further have the authority to grant slight adjustments to the building setback requirements provided above if it is found that these requirements impose an undue hardship on a property owner in locating a site for his home provided that said adjustments shall not exceed the minimum setback requirements of the Wilkes County Subdivision Regulations then in effect. Said adjustments of building setback lines from the provisions of this section must be obtained in writing from the owner. For the purposes of this Covenant, steps, carports, and open porches shall be considered a part of a building.

Provided further, however, that in the event one (1) owner purchases two (2) or more lots and desires or wishes to build in the center of the total tract made by combining the two (2) or more lots, then, in that event, the above setback provisions will be waived

and not apply to the interior lot line or lot lines of said adjacent lots forming a larger tract, but said building setback lines shall still apply to the overall tract or lot made up of a combination of two (2) or more lots.

Provided further that if lot owners having one (1) or more lots between their respective lots and purchase a portion of said lot or lots so that their overall tracts become adjacent to one another by each acquiring one-half or some other portion of a prior existing, individual lot, then, in that event, the above building setback lines shall be waived on to the wide lines of said portion of the additional lot or lots which shall thereafter be in the interior of the overall tract of said owner, and said building restriction lines shall apply to the total lot or tract belonging to said owner and comprising one (1) or more lots and a portion of another.

(6) A guest suite or a like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises, including the main dwelling and providing, however, that such guest suite would not result in overcrowding the site.

(7) It shall be the responsibility and obligation of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific lot or area in question.

(8) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or things of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. No clothesline, drying racks or fences used for drying clothes shall be constructed or maintained nearer the front street line than the rear line of the residence constructed on said tract of land or in extension of said rear line to the side lines of said tract of land and such must not be visible generally from the street.

(9) In order to implement effective insect control and woods fire control, the owner reserves for itself, its agents, heirs and successors and assigns the right to enter upon any residential lot on which a residence has not been constructed and upon which no landscaping plan has been implemented and approved by the Architectural Review Committee, such entry to be made by personnel or persons

acting on behalf of the owner with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth, which, in the sole opinion of the owner, detracts from the overall beauty, setting and safety of The Greens at Oakwoods Subdivision; said entry and work performed thereon to be at the expense of the owner of said lot, and upon completion of said work, to be billed directly to said lot owner, who shall forthwith make payment for said services; provided further that the cost of said cleaning services shall be a reasonable cost and based upon prevailing charges for the work and equipment performed and used. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but done with the permission of the lot owner. The owner and its agents and employees may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of the owner to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

(10) No commercial signs or other similar signs shall be erected or maintained on any lot except with the written permission of the owner or except as may be required by legal proceedings. Provided, however, that such permission will not be unreasonably withheld. Size, shape, color and design of such signs shall be subject to written approval by the owner.

(11) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers provided by the owner, and the same shall be in a screened area not generally visible from the road, or the owner may provide such underground garbage receptacles or similar facility in accordance with reasonable standards that may be established by the owner, or with its permission. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition.

(12) All houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or national calamities.

(13) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, such points being twenty-five (25) feet from the intersection of the street property line extended. The same sight line limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway.

(14) The owner reserves unto itself, its successors and assigns a perpetual, alienable and releaseable easement and right on, over and under the ground to erect, maintain and use electrical and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water and other public conveniences or utilities on, in or over the street side ten (10) feet of each lot, and ten (10) feet along each side of each lot, and ten (10) feet across the rear line of each lot, and such areas as are shown on the duly recorded Plat of The Greens at Oakwoods Subdivision of record in the office of the Register of Deeds of Wilkes County. Provided further, that the owner may cut drainways for surface water wherever and whenever such action may appear to the owner to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. The owner further reserves the right to locate wells, pumping stations and tanks within residential areas on any walkways or residential designated for such use on the Plat of The Greens at Oakwoods Subdivision or to locate the same upon any lot with the permission of the owner of such lot, or upon any lot still owned by the owner. Such rights may be exercised by any licensee of the owner, but this reservation shall not be considered an obligation of the owner to provide or maintain any such utility or service.

All utility, power and telephone lines and other lines of any kind, as well as pipes and other installations within said utility easements shall be located, place and constructed underground in a safe, satisfactory and attractive manner. All power lines, telephone lines, cablevision lines and any other lines or other house connections leading from any main service line or conduit of any type to a home or other structures located on any lot shall be located underground in a like manner as provided above.

(15) No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction of the permanent improvements thereon.

(16) In order to maintain the entrance to The Greens at Oakwoods Subdivision, and to maintain in good state of repair, condition and appearance a ten (10) foot walking easement shown on Subdivision Plat and to generally provide for those services important to the development and in preservation of an attractive community, and to further maintain the privacy and general safety of the residential community which is The Greens at Oakwoods Subdivision, each owner of a lot within said Subdivision shall be a member of The Greens at Oakwoods Subdivision Homeowners Association. Said Association has been organized

for the purpose set out immediately above, and each lot owner's membership therein shall become immediately effective at the time he receives title to a lot within The Green at Oakwoods Subdivision. The obligation of said The Greens at Oakwoods Subdivision Association is to take over and maintain those areas referred to in this section when ninety (90) percent of lots in said Subdivision have been sold.

(17) The Architectural Review Committee shall consist of J. C. Faw, T. Cameron Finley and Dale L. Ison, P.E. One (1) homeowner shall be added to this Committee for every six (6) lots sold.

Said Architectural Review Committee shall carry out the duties and responsibilities as it is authorized and empowered to do by these Restrictive Covenants and Conditions.

IN WITNESS WHEREOF, J.C.FAW has hereunto set his hand and seal this 28th day of August 1988.


(SEAL)

NORTH CAROLINA
WILKES COUNTY

I, Gail H. Norris, a Notary Public for said County and State, do hereby certify that J. C. FAW, personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants and Conditions.

WITNESS my hand and notarial seal, this the 28th day of August 1988.


NOTARY PUBLIC

My commission expires: 5-30-92

GAIL H. NORRIS
Notary Public
for Wilkes County, NC
My Commission Expires 5-30-92

RICHARD L. WOODRUFF
REGISTER OF DEEDS
WILKES COUNTY, N.C.

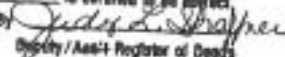
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NORTH CAROLINA WILKES COUNTY

The foregoing certificate of GAIL H. NORRIS, N.P.

is certified to be correct

Richard L. Woodruff
Register of Deeds


Deputy / Asst. Register of Deeds