

TAX ADDRESS

RECORDING

STAMP

TOTAL

12.00

17.00

29.00

MOORE COUNTY NC

07/08/98

\$17.00



Real Estate
Excise Tax

Excise Tax \$17.00

BOOK

PAGE

1398

0336

JUL 8 12 26 PM '98

MRS. JUDITH M. ADAMS
REGISTER OF DEEDS
MOORE COUNTY, NC

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.
Verified by County on the day of, 19.....
by

Mail after recording to RANDOLPH E. SHELTON, JR., ATTORNEY AT LAW, POST OFFICE DRAWER 28, SOUTHERN
PINES, NC 28388

This instrument was prepared by RANDOLPH E. SHELTON, JR., ATTORNEY AT LAW, POST OFFICE DRAWER 28,

Brief description for the Index

LOT 6, HOLLY GROVE SCHOOL ROAD

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 1st day of July, 1998, by and between

GRANTOR

DEWEY ARNOLD BURNS AND WIFE,
HILDA Y. BURNS

GRANTEE

ERIK A. ANDERSON AND WIFE,
JENNIFER L. ANDERSON
826 Seven Lakes North
West End, NC 27376

011570

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 WEST END, MINERAL SPRINGS Township,

MOORE

County, North Carolina and more particularly described as follows:

BEING ALL OF LOT NUMBER 6, DEWEY A. BURNS PROPERTY, AS SHOWN ON THAT CERTAIN PLAT ENTITLED "DIVISION PLAN OF DEWEY A. BURNS PROPERTY", DATED MARCH 11, 1998, PREPARED BY CHARLES D. WARD, RLS, AND RECORDED IN PLAT CABINET 6, SLIDE 897, MOORE COUNTY PUBLIC REGISTRY, TO WHICH PLAT AND ITS RECORDATION REFERENCE IS HEREBY MADE FOR A MORE COMPLETE, ACCURATE AND PARTICULAR DESCRIPTION OF SAID LOT.

HOWEVER, THIS CONVEYANCE IS MADE SUBJECT TO THAT CERTAIN DECLARATION OF RESTRICTIVE COVENANTS WHICH IS ATTACHED HERETO AS "EXHIBIT A".

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1319, Page 333

A map showing the above described property is recorded in Plat Book 6 page 897

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. Utility easements and restrictive covenants that are enforceable against the property.
2. Lien of the 1998 Moore County property taxes.

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)

By: _____

President

ATTEST:

Secretary (Corporate Seal)

USE BLACK INK ONLY

DEWEY ARNOLD BURNS

HILDA Y. BURNS

SEAL-STAMP

NORTH CAROLINA, MOORE County.

I, a Notary Public of the County and State aforesaid, certify that DEWEY ARNOLD BURNS AND WIFE, HILDA Y. BURNS

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 1st day of July, 1998.

My commission expires: 9-23-07 Marva Ellison Notary Public



SEAL-STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____

personally came before me this day and acknowledged that _____ he is _____ 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 _____

is/are 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.

REGISTER OF DEEDS FOR _____ COUNTY

By _____ Deputy/Assistant - Register of Deeds

NORTH CAROLINA-MOORE COUNTY

The foregoing certificate(s) _____

a Notary/Notaries Public

is/are certified to be correct.

This 1st day of July 1998

JUDITH M. ADAMS, REGISTER OF DEEDS

Carol C. Ellison ASSISTANT/DEPUTY

"EXHIBIT A"**DECLARATION OF RESTRICTIVE COVENANTS**

That said lot(s) of land is/are hereby impressed with and subjected to the following restrictions and conditions, which said covenants and restrictions run with the title to said lot(s):

(1) **RESIDENTIAL LOTS:**

A. Said lot(s) shall be used exclusively for residential purposes.

B. Not more than one single family dwelling house may be erected or constructed on any one residential lot, and not more than ONE building for garage or storage purposes. No building or structure of any kind shall be erected prior to the erection of a residential dwelling house. No accessory or temporary building shall have tar paper, roll brick siding or similar material on outside walls, and no house trailers, manufactured homes, campers, tents, canopies, or similar structures shall be erected, moved to or placed upon said residential lot. All building exteriors must be completed within six months from the date the construction commences.

C. No residence shall have less than 1000 sq. ft. of heated living space, exclusive of porch and garage areas. No porch or foundation projection of any building shall extend nearer than 40 feet to any road right of ways, or nearer than 15 feet from the property line of any abutting property owner.

D. No outside toilets shall be allowed on the premises. Each residential dwelling shall have an individual sanitary unit and the owner of said lot shall install a type of unit that complies in all respects with the requirements of Moore County Health Department or other governing local authority. Each lot owner shall obtain approval from the appropriate governmental authority prior to the installation of any sanitation system and shall further be bound by all orders or recommendations of such authority and/or authorities with regard to water supply to said lot, and the repair, alteration or replacement of the installed sanitary unit.

(2) **NUISANCES:**

No noxious or offensive trade shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lot except customary household pets. No abandoned or junked vehicles, vehicle parts, appliances, rubbish, debris, or the like shall be placed on any lot.

(3) **WATER AVAILABILITY - PRIVATE WELLS:**

Grantee, his heirs, successors or assigns, agrees that if and when a central water system or sewer system is installed in the Subdivision and water or sewer is made available to Grantee's property by installation of water or sewer mains that Grantee will, if and when water or sewer services are needed in connection with use of said property, subscribe to water or sewer service from the central water or sewer system and will pay for use and availability of water or sewer, such sums and fees as allowed and approved by the North Carolina Utilities Commission, including, tap-on or impact fees.

(4) **COVENANTS RUNNING WITH THE LAND, DURATION RESTRICTIONS:**

These restrictions shall be covenants running with the land, and shall bind the Grantees, their heirs, executors, administrators, successors, and assigns, and if said Grantees, their heirs, executors, administrators, successors or assigns shall violate, or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person, persons, or legal entity owning any land in the subdivision to prosecute by proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent him or them from doing so, and to recover damages for such violation. All construction plans must be approved by Arnold Burns Construction Co., Inc., which approval shall not be unreasonably withheld. If not rejected within 30 days of submission, such plans shall conclusively presumed to be approved. Grantor reserves the right to alter, amend, release, or revoke these covenants, in full or in part, without the joinder or permission of any other party.