

NORTH CAROLINA  
GUILFORD COUNTY

DEED

THIS DEED, made this 24th day of February, 1976,  
by WILEY E. McNEIL, JR. and wife, HAZEL H. McNEIL, of Guilford County,  
North Carolina, hereinafter referred to as parties of the first part,  
and VANCE R. DAVIS and wife, BONNIE H. DAVIS  
of Guilford County, North Carolina, hereinafter referred to as the  
parties of the second part, whether one or more individuals or corporations;

W I T N E S S E T H :

That the parties of the first part, in consideration of the sum of  
Ten Dollars (\$10.00) and other valuable considerations to them in hand paid  
by the parties of the second part, receipt of which is hereby acknowledged,  
have bargained and sold and by these presents do bargain, sell and convey  
unto the parties of the second part, and their heirs, successors and assigns  
that certain tract or parcel of land in Providence Township, Randolph County,  
North Carolina, more particularly described as follows:

All of Lot 11, Cedar Lane Subdivision, Map 2,  
as per plat thereof recorded in Plat Book 18,  
page 3, Office of the Register of Deeds of  
Randolph County, North Carolina.

But said property is conveyed subject to all ad valorem taxes against  
the same for the current year, which are to be prorated between the parties  
of the first part and the parties of the second part, using the current  
calendar year as the basis for prorating, and subject to all public utility  
rights of way of record against the same, and subject to certain restrictions  
as to the use thereof, running with said property by whomsoever owned, which  
restrictions are expressly assented to by the parties of the second part by  
the acceptance of this deed and are as follows, to-wit:

1. Said property shall be used for residential purposes only. No  
building shall be erected, altered, placed or permitted on any lot other  
than a one detached single-family dwelling and other appropriate out building.

2. Said property shall not be used for business, manufacturing or  
commercial purposes. The grantor reserves an easement for and the right at  
any time in the future to grant rights of way for the installation and main-  
tenance of public utilities across, on, or under said property at a distance  
of not more than 20 feet from the rear and side lines, but such rights of way  
are to be used so as to interfere as little as possible with the use of said  
property by the owners of the same.

3. The main building on any lot shall not be erected or allowed to  
remain facing in any direction except toward street abutting the front of  
said lot, which as to a corner lot, shall be the street upon which said lot  
has the least frontage, except with the written consent of Wiley E. McNeil, Jr.  
Said building may face in any direction with the written consent of Wiley E.  
McNeil, Jr.

4. No residence of a temporary character shall be erected or allowed  
to remain on said property and no trailer, basement, tent, shack, garage, barn,  
or other outbuilding erected on said property shall be used as a residence  
either permanently or temporarily. No dwelling shall be erected or allowed

to remain on said property if not connected with a sanitary sewer system, if available, or if a sanitary sewer system is not available, then unless provided with a septic tank which meets the then existing requirements of the Randolph County Health Authorities.

5. No building shall be located on any lot nearer than 80 feet to the front lot building line, nor nearer than 50 feet to any interior lot line, nor 50 feet from a side street line. No building shall be erected on any lot with an exposed cement block foundation. No single family residence shall be erected on each of said lots unless said residence has a minimum ground floor area of 1200 square feet, exclusive of open porches and garages, in the case of a one-story structure, nor less than 800 feet in case of a one and one-half or two story structure.

6. No noxious or offensive trade or activity shall be carried on upon any lot, or shall swine be kept on said lots or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. Said property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

8. Any minor violations of these restrictive covenants may be waived or released in part or whole, at any time, by Wiley E. McNeil, Jr.

9. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which will remain in full force and effect.

TO HAVE AND TO HOLD the above described property, together with all privileges and appurtenances thereunto belonging unto the parties of the second part, and the heirs, successors and assigns of the parties of the second part, in fee simple forever.

And the parties of the first part covenant with the parties of the second part that they and the owners of said property and have the right to convey the same in fee simple; that said property is free and clear of all encumbrances and that they will warrant and defend the title to said property against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals, on the day and year first above written.

Wiley E. McNeil, Jr. (SEAL)  
Wiley E. McNeil, Jr.

Hazel H. McNeil (SEAL)  
Hazel H. McNeil

NORTH CAROLINA  
GUILFORD COUNTY

I, the undersigned, a notary public of said county and state, do hereby certify that Wiley E. McNeil, Jr. and wife, Hazel H. McNeil, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and seal, this the 27 day of February, 1976.

My commission expires: \_\_\_\_\_  
Notary Public Wiley E. McNeil, Jr.

NORTH CAROLINA Randolph County  
The foregoing instrument was presented to me by Betty K. Mitchell, Notary Public of Guilford County, N.C.  
is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1228 Page 183. This 27 day of February, 1976 at 11:10 o'clock A.M.  
Annie Shaw, Registered Deeds  
Annie Shaw Register of Deeds