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Recorded: 03/10/2008 at 10:01:16 AM
Fee Amt: \$73.00 Page 1 of 4
Excise Tax: \$50.00
Nash County North Carolina
Barbara W. Sasser Register of Deeds

BK 2380 PG 823-826

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: _____

Parcel Identifier No. _____ Verified by _____ County on the _____ day of _____, 20____

By: _____

Mail/Box to: Edward B. Simmons, Attorney at Law, P. O. Box 1223, Tarboro, NC 27886 ←

This instrument was prepared by: Edward B. Simmons, Attorney at Law

Brief description for the Index: Lot No. 4, Block A, Brookeside

THIS DEED made this 4th day of March, 2008, by and between

GRANTOR

RUSSELL B. HOLDERNESS and wife,
MARY ANN HOLDERNESS
P. O. Box 249
Tarboro, NC 27886

GRANTEE

JASON L. VINSON and wife,
ASHLEY W. VINSON
4173 N. Browntown Road
Battleboro, NC 27809

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 _____, Red Oak Township, Nash County, North Carolina and more particularly described as follows:

See Schedule A which is attached hereto and incorporated herein by reference.

This instrument prepared by Edward B. Simmons, a licensed NC attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____ page _____.

A map showing the above described property is recorded in Plat Book _____ page _____.

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, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(Entity Name)

[Signature] (SEAL)
Russell B. Holderness

By: _____
Title: _____

USE BLACK INK ONLY

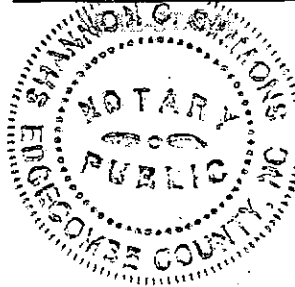
[Signature] (SEAL)
Mary Ann Holderness

By: _____
Title: _____

(SEAL)

By: _____
Title: _____

(SEAL)



State of North Carolina - County of Edgecombe
I, the undersigned Notary Public of the County and State aforesaid, certify that Russell B. Holderness
and Mary Ann Holderness personally appeared before me this day and
acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my
hand and Notarial stamp or seal this 5 day of March, 2008
My Commission Expires: 9.2.09 [Signature]
Notary Public

SEAL-STAMP

State of North Carolina - County of _____
I, the undersigned Notary Public of the County and State aforesaid, certify that _____
personally came before me this day and
acknowledged that he is the _____ of _____,
a North Carolina or _____ corporation/limited liability company/general partnership/limited
partnership (strike through the inapplicable), and that by authority duly given and as the act of each entity,
he signed the forgoing instrument in its name on its behalf as its act and deed. Witness my hand and
Notarial stamp or seal this _____ day of _____, 20__.
My Commission Expires: _____
Notary Public

SEAL-STAMP

State of North Carolina - County of _____
I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal this _____ day of _____, 20__.
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

SCHEDULE A

Being all of Lot No. 4, Block A, containing 1.04 acres, more or less, as shown on a map entitled "Final Plat, Brookside Subdivision," dated March 5, 2004, prepared by Mack Gay Associates, P.A., and recorded in Map Book 31, pages 337 and 338, Nash County Registry.

SCHEDULE B
RESTRICTIVE COVENANTS

1. RESIDENTIAL USE. The property described herein shall be used for residential purposes only. No building shall be constructed or permitted to remain on the property other than a detached single-family dwelling having a minimum of 1,800 square feet of heated space, a private garage, and other outbuildings incidental to the use of the property for residential purposes.
2. MOBILE HOMES. No mobile homes, whether single-wide or double-wide, shall be placed or allowed to remain upon the property.
3. ARCHITECTURAL COMMITTEE. No building, residence, structure, wall, fence or other similar improvements shall be constructed or permitted to remain on the property described herein until the building plans, specifications and plot plans showing the location and design of such improvements shall have first been approved by the Architectural Committee as to the quality of workmanship, and materials, harmony of external design with existing structures, and location with respect to topography, finish grade elevation and building setback standards. The Architectural Committee's approval or disapproval shall be in writing. In the event the Architectural Committee fails to approve or disapprove the building plans, specifications and plot plans and give written notice thereof within thirty days after submission to it, such approval shall be conclusively deemed granted. Russell B. Holderness, and any other parties appointed by him, if any, shall constitute the Architectural Committee.
4. PROHIBITION. The property described herein shall be subject to the restriction that no poultry, swine or livestock may be raised, produced or kept upon the property for a commercial purpose.
5. VARIANCES. Upon written request by the owner of the property described herein, the Architectural Committee shall have the authority to grant variances for these covenants, or to excuse any noncompliance therewith, so long as the purposes of these covenants as hereinbefore expressed are not thereby materially altered or frustrated.
6. ENFORCEMENT. If the owner of the property described herein shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for any other person owning any property which is a part of that property shown on Map Book 31, pages 337 and 338, Nash County Registry, to prosecute any proceedings at law or in equity either to restrain such violation or to recover damages thereof.
7. DURATION. These Restrictive Covenants shall run with the property described herein and shall be binding upon all persons now owning or hereafter acquiring title to the property and shall be binding upon the heirs, assigns, or successors of the owner of such property until December 31, 2020, and shall automatically be extended for successive periods of 10 years each until terminated by a majority vote by the owners of lots shown on the aforesaid map.

50.00
23.00