

Return to R.C. Vaughn, Box 2860
Tax bill to K.P. Sommerkamp 611 Hartford Rd

71



STATE OF NORTH CAROLINA)
)
COUNTY OF FORSYTH)

DEED

THIS DEED, made this the 10th day of December, 1974, by
STUART F. VAUGHN and wife, FRANCES McD. VAUGHN, of Forsyth County, North
Carolina, parties of the first part, to KENNETH P. SOMMERKAMP and wife,
ELIZABETH P. SOMMERKAMP, of Forsyth County, North Carolina, parties of the
second part;

W I T N E S S E T H :

That the said parties of the first part, in consideration of ONE
HUNDRED DOLLARS (\$100.00) and other valuable considerations to them paid by
the said parties of the second part, the receipt of which is hereby acknowledged,
have bargained and sold, and by these presents, do bargain, sell and convey unto
the said parties of the second part, and their heirs, a tract or parcel of land
in the County of Forsyth and State of North Carolina, in Winston Township, and
bounded as follows:

TRACT #1: BEGINNING at a point in the southern line of an
 easement which is Club Park Road Extension (Club
Park Road Extension being a private drive and being denoted
on the City-County Tax Maps as Lot 103, Block 2407), said
point being at the northeast corner of a 1.88 acre tract deeded
to James A. Bunn, III, et ux, by deed recorded in Deed Book 1127,
page 1252, said point also being the northwest corner of the
3.82 acre tract belonging to Stuart F. Vaughn (now known as
Lot 102, Block 2407 on the City-County Tax Maps) and running
thence along the southern boundary of the private drive known
as Club Park Road Extension the following courses and dis-
tances: South 88° 35' East 47.97 feet to a point; North 86°
12' East 50 feet to a point; North 77° 53' East 67.53 feet
to a point; North 74° 44' East 38.64 feet to a point; North
86° 50' East 43.27 feet to a point; thence a new line, South
10° 02' West 378.85 feet to a point in the line of Lot No. 104,
Block 2407 on the City-County Tax Maps (said Lot 104 being
now owned by R. C. Vaughn, Jr. and Stuart F. Vaughn) and
further shown as a 1.02 acre tract, being Lot 5 on the map
of property of R. C. Vaughn, Jr. and Stuart F. Vaughn pre-
pared by Lee M. Hinshaw, C. E., as revised on 4/4/74; thence
along the line of Lot 5 as shown on the Hinshaw map above
referred to, North 85° 50' West 80 feet to a point in the
line of property of Hilton A. Crofts; thence with the East
line of property belonging to Crofts, North 11° 45' West 131.74
feet to an iron stake; thence continuing with the East line
of Crofts and Bunn, North 18° 54' West 221.32 feet to the
point of BEGINNING, being 1.27 acres, more or less, located
on the South side of the private drive known as Club Park
Road Extension, and being also the western portion of the
3.82 acre tract formerly belonging to Stuart F. Vaughn as
shown on the map above-referred to.

041546
STATE OF NORTH CAROLINA
DEC 10 1974
Real Estate Excise Tax
42.50
F.B. 12775

Prepared By
HUDSON, PETREE, STOCKTON, STOCKTON & ROBINSON
P. O. BOX 2860, WINSTON-SALEM, N. C. 27102
By R.C. Vaughn Jr.

BOOK 138 P 1606

42-50-12

TRACT #2: A non-exclusive easement for ingress and egress,
being described as follows:

BEGINNING at a point in the eastern line of Sheffield Drive, said point being the northwest corner of Lot No. 169 shown on the plat of Westview recorded in Plat Book 12, page 109 in the office of the Register of Deeds of Forsyth County, North Carolina and running thence North 81° 47' East 216.0 feet to a point; thence approximately North 29° 47' East 26.5 feet, more or less, to a point on the southern edge of the head wall at the center line of the pipe; thence South 61° 44' East 266.28 feet to a point; thence South 86° 20' East 223.96 feet to a point; thence South 88° 35' East 47.97 feet to a point; thence North 86° 12' East 50 feet to a point; thence North 77° 53' East 67.53 feet to a point; thence North 74° 44' East 38.64 feet to a point; thence North 86° 50' East 43.27 feet to a point; thence South 85° 25' East 137.89 feet to a point in the perimeter of a circle having a radius of 50 feet; thence around a portion of the circle commencing in a generally southeastwardly direction and continuing around the circle having a radius of 50 feet on a curve to the left to a point, said point being North 04° 35' East 40 feet from the point at the end of the South 85° 25' East 137.89 feet call. The portion of the circle contains the five following connected chords: South 48° 30' East 50 feet, North 71° 41' East 50 feet, North 11° 10' East 51 feet, North 49° 25' West 50 feet, and South 64° 20' West 58 feet. Thence leaving the circle and on a new line North 85° 25' West 50 feet, more or less, to the southeastern corner of the lot belonging to C. H. Napper (Lot # 3 on the survey by Lee M. Hinshaw, C.E.) and continuing the same course 85.92 feet to a point; thence South 87° 15' West 50 feet; thence South 75° 15' West 50 feet; thence North 84° 09' West 92.14 feet; thence South 86° 42' West 174.82 feet; thence North 71° 27' West 151.27 feet; thence North 52° 28' West 182.80 feet; thence North 88° 53' West 100 feet to a point; thence South 59° 41' West 108.4 feet to a point, said point being the southeastern corner of a portion of Lot 22 of Merry Acres as shown in Plat Book 23, page 124, being a portion of the property of James S. Dockery, Jr. and running thence westwardly with a portion of Dockery's South line South 81° 47' West 100 feet to a point where the northwardly right-of-way line of Club Park Road intersects with the eastwardly right-of-way line of Sheffield Drive; thence across the end of Club Park Road where it deadends, and with the eastwardly right-of-way line of Sheffield Drive South 28° 30' East 68 feet, more or less, to the point of BEGINNING, said tract of land above-described being shown as a private drive on an unrecorded map entitled "Property of R. C. Vaughn, Jr. and Stuart Vaughn" prepared by Lee M. Hinshaw, C.E., denoted as Map No. 425 dated November 19, 1969 and revised on several occasions, the last such revision being on April 4, 1974; said tract also being known as Lot 103 Block 2407 on the City-County Tax Maps as presently constituted.

This property is deeded subject to the following restrictions, conditions and covenants:

1. This lot shall be used for residential purposes only. No building shall be erected, placed or permitted to remain on the lot other than one detached single-family dwelling and customary accessory buildings used in connection therewith for customary uses.

2. The lot as described in this deed, shall not be subdivided.

3. No dwelling shall be built, erected or used unless it shall contain at least 3000 square feet of heated living area if the structure is a one-story building; or at least 3,500 square feet of heated living area if the building shall be in excess of one-story, provided, however, that the minimum heated living area requirements herein referred to shall be exclusive of outside and screen porches, garages, breezeways, terraces and unheated basement areas.

4: (a) The design of the houses constructed on the property must be in harmony and keeping with existing homes on lots using the same private driveway. All driveways to be constructed on this property shall be paved; and

(b) The following shall be prohibited except upon receipt of written approval of the Committee, or its successors or assigns:

- (1) Vent pipes projecting from the front of any part of the building;
- (2) Exterior air conditioning equipment except when hidden by shrubbery or screening;
- (3) Downspouts and gutters not piped to street or other storm sewer;
- (4) Tennis courts and swimming pools which are not screened from view of neighboring lots;
- (5) Exposed garbage cans or incinerators;
- (6) Outside clothes lines or other exterior drying apparatus (except in rear yard when screened from neighboring property);
- (7) Exposed, overhead electrical, telephone or cable television lines connecting the residences or other improvements erected hereon to the main supply source.

5. No building may be placed or erected nearer the front property line than 60 feet. The rear yard shall have a depth of not less than 40 feet; except that detached private garages and other outbuildings may be placed within 20 feet of the rear property line and must be placed at least 75 feet from the front property line. No building or part of building other than steps, open porches, eaves or cornices shall extend nearer to the front property line than the front building lines established herein, except that steps, open porches, eaves or cornices may extend not more than eight (8) feet over the building line. Every building erected on the property shall have two (2) side yards with a

total footage of not less than 60 feet and in no case shall the width of either side yard be less than 25 feet. The 25 foot minimum side yard requirement shall not apply as to any side yard which adjoins property owned by the City of Winston-Salem or the City-County School Board.

6. (a) The Grantors reserve an easement for and the right at any time in the future to grant rights-of-way for the installation and maintenance of public utilities across, on, or under said property at a distance of not more than 25 feet from the rear and side lines, but such rights-of-way must be used so as to interfere as little as possible with the use of said property by its owners; and in addition to said easements, there are reserved hereby easements for sanitary sewer and storm drainage facilities as needed, and, further, there is reserved, on behalf of the parties of the first part, Duke Power Company, Southern Bell Telephone and Telegraph Company and Triangle Broadcasting Corporation, or their successors or assigns, an easement to enter upon the premises to install, maintain, repair, or modify underground electrical, telephone and cable television facilities, and the parties of the second part shall in no way interfere with said facilities, nor dig up, cut or tamper with them except at their own peril.

(b) By acceptance of this Deed, the parties of the second part accept notice of the possible existence of underground power lines crossing the property and hereby release the parties of the first part from any liabilities which might arise by reason of the location of said lines thereon.

7. No swine, chickens, fowl or other livestock shall be kept on the premises. Household pets may be kept for noncommercial purposes on any lot if they are properly confined and do not constitute a nuisance.

8. The Grantees and each landowner using the same private driveway hereby agree to maintain the generally wooded character of the property and further to maintain the natural screening between property owners.

9. No billboards or signs shall be erected or allowed to remain on said property.

10. The invalidation of any one or more of the foregoing covenants and restrictions by judgment, court order, or otherwise, shall not in any way affect any of the other covenants and restrictions, which shall remain in full force and effect.

11. Any restriction, covenant or condition herein set forth may be removed, modified or changed by written consent signed by all Committee members and kept with the records of the Committee, which such written consent may be given or withheld within the uncontrolled and sole discretion of the Committee, or its successors. The Committee shall originally be composed of R. C. Vaughn, Jr. and Stuart F. Vaughn. Thereafter anyone actually living in a house constructed on a lot using the private drive (which starts at the point where Sheffield Drive and Club Park Road deadend) constructed by R. C. Vaughn, Jr. and Stuart F. Vaughn shall become a member of the Committee. The Committee shall be composed of one representative from each family owning property (and using the private drive heretofore referred to) and it shall not be necessary for the spouses to join in any release or consent. In no event shall representatives such as Executors or Trustees be entitled to be a member of the Committee.

12. Enforcement may be by proceedings at law against any person or persons violating or attempting to violate any covenant either to restrain or to recover damages.

13. By accepting this Deed, the Grantees hereby agree to execute and become a party to and be bound by the Agreement dated the 12th day of July, 1973, by and between Stuart F. Vaughn, R. C. Vaughn, Jr., C. H. Napper and L. L. Davis, relating to the joint use and maintenance of the private driveway and jointly used utilities. The Grantees, both for themselves and their heirs, executors, administrators, successors and assigns, further agree that they will be bound by the terms of such Agreement and upon the subsequent conveyance by them of the property described herein they will insert a provision in such deed requiring that their Grantees execute and become a party to such Agreement.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging to the said parties of the second part, and their heirs and assigns forever.

And the said parties of the first part do covenant that they are seized of said premises in fee and have the right to convey the same in fee simple; that the same are free from encumbrances; and that they will warrant and defend the said title to the same against the claims of all persons whatsoever, except the restrictions set forth in this instrument, any restrictions, easements and rights-of-way of record, including utilities lines actually on the ground, specifically including, but not limited to, the restrictions as set forth in any instrument of record; and further the provisions of the Agreement dated July 12, 1973 which the Grantees have consented to, agreed to and have become a party to.

IN TESTIMONY WHEREOF, the parties of the first part have hereunto set their hands and seals.

Stuart F. Vaughn (SEAL)
Stuart F. Vaughn
Stuart F. Vaughn
Attorney-in-Fact for
Frances McD. Vaughn (SEAL)
Stuart F. Vaughn, Attorney-in-Fact for
Frances McD. Vaughn

STATE OF NORTH CAROLINA)
)
COUNTY OF FORSYTH)

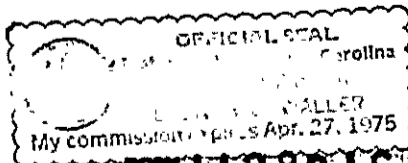
I, *Brenda B. Whites*, a Notary Public of the aforesaid State and County, do hereby certify that STUART F. VAUGHN personally appeared before me this day and acknowledged the due execution of the foregoing deed.

WITNESS my hand and notarial seal, this the 10th day of December, 1974.

Brenda B. Whites
NOTARY PUBLIC

MY COMMISSION EXPIRES:

April 27, 1975



1138P1610

STATE OF NORTH CAROLINA)
)
COUNTY OF FORSYTH)

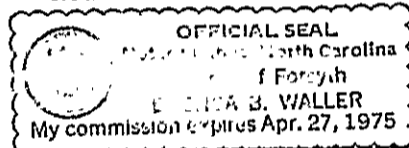
I, Brenda B. Waller, a Notary Public of said State and County, do hereby certify that STUART F. VAUGHN, Attorney-in-Fact for FRANCES McD. VAUGHN, personally appeared before me this day, and being by me duly sworn states that he executed the foregoing instrument for and in behalf of FRANCES McD. VAUGHN and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds of Forsyth County, North Carolina, on May 2, 1974, in Deed of Trust Book 1105, page 0187, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney, and that the said STUART F. VAUGHN acknowledged the due execution of the foregoing instrument for the purposes therein expressed for and in behalf of the said FRANCES McD. VAUGHN.

WITNESS my hand and notarial seal, this the 16th day of December, 1974.

Brenda B. Waller
NOTARY PUBLIC

MY COMMISSION EXPIRES:

April 27, 1975



STATE OF NORTH CAROLINA)
)
COUNTY OF FORSYTH)

The foregoing certificate of Brenda B. Waller, N.C.,
Forsyth Co., N.C.
are certified to be correct. This the 10 day of Dec, 1974.

probate fee 50¢ paid

EUNICE AYERS, REGISTER OF DEEDS

By Janet Bottoms
Deputy/Assistant

PRESENTED FOR
REGISTRATION
AND RECORDED
\$ 7.00
Dec 10 3 41 PM '74
EUNICE AYERS
REGISTER OF DEEDS
FORSYTH CTY. N.C.
R/B

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