57

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

DEED

للمتقاعيهم فيرافض الرافيقا عمارة كالأوالم تحادات المعجد فالحا

THIS DEED, made this 29th day of September , 1986, by KENNEDY ASSOCIATES, a General Partnership qualified to do business in the State of North Carolina, (hereinafter called "Seller"), to ANGELA FREEMAN (DIVORCED) of Forsyth County, North Carolina (hereinafter called "Purchaser");

)

)

WITNESSETH:

That the said Seller, in consideration of One Hundred and No/100 Dollars (\$100.00 o.v.c.) and other valuable considerations to it paid by the Purchaser, receipt of which is hereby acknowledged, has bargained and sold, and by these presents does hereby bargain, sell and convey unto the Purchaser and their heirs and assigns, a unit ownership in real property (under and pursuant to North Carolina General Statutes, Chapter 47A, entitled "Unit Ownership Act," and any amendments thereto) located in Forsyth County, North Carolina, and being more particularly described as follows:

Being known and designated as Unit No. 210 as shown on a plat or plats entitled "SOUTH WIND VILLAS" Phase II - Section Five recorded in Unit Ownership Book No. 3, pages 138 and 139, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description; and

Together with all rights and easements appurtenant to said unit as specifically enumerated in the "DECLARATION OF CONDO-MINIUM" issued by Kennedy Associates, and recorded in the Office of the Register of Deeds of Forsyth County, North Carolina in Book 1343, Page 952 et seq., and pursuant thereto membership in South Wind Villas Homeowners Association, a North Carolina Non-Profit Corporation, recorded in Book 1343, Page 989, Forsyth County Registry.

Together with all rights of Seller in and to the Limited Common Areas and Facilities appurtenant to said unit; and

Subject to the said Declaration of Condominium and the By-Laws annexed thereto and the Amendment thereto, which with all attachments thereto are incorporated herein as if set forth in their entirety, and by way of illustration and not by way of limitation, provide for: (1) .925925 as the percentage of undivided fee simple interest appertaining to the above unit in the Common Areas and Facilities, which percentage may be reduced as provided therein; (2) Use and restriction of use of unit for residential and lodging accommodation purposes and other uses reasonably incidental thereto; (3) Property rights of Purchaser as a unit owner, and any guests or invitees of the Purchaser, in and to the Common Area; (4) Obligations and responsibilities of the Purchaser for regular monthly assessments and special assessments and the effect of non-payment thereof as set forth in said Declaration and the By-Laws annexed thereto; (5) Limitations upon use of Common Areas; (6) Obligations of Purchaser and the Association, mentioned in said By-Laws for maintenance; and (7) Restrictions upon use of the unit ownership in real property conveyed hereby.

TO HAVE AND TO HOLD the aforesaid unit ownership in real property, and all privileges and appurtenances thereunto belonging, together with the aforesaid rights of easements and use in and to the Common Areas and subject to the said Declaration of Condominium and the By-Laws annexed thereto, to the said Purchaser and their heirs and assigns and behooves forever

DRAFTED BY: GEORGE S. THOMAS

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And the said Seller does hereby covenant that it is seized of said premises in fee, and has the right to convey same in fee simple, that the same are free from all encumbrances, and that it will warrant and defend the said title to the same against the claims of all persons whatsoever, subject however, to said Declaration of Condominium, the By-Laws annexed thereto, and the conditions, provisions and restrictions set forth therein; and further subject to, and by acceptance of the deed, Purchaser assumes any responsibilities concerning easements, restrictions and rights of way of record.

IN WITNESS WHEREOF, the General Partners of Kennedy Associates have hereunto set their hands and seals.

Partnership

General Partner

Mut C Bingle (SEAL)

General Partner

Shum L Jennely (SEAL)

General Partner

(SEAL)

KENNEDY ASSOCIATES, A General

Purchaser hereby joins in the execution of this deed for the purposes of (i) accepting the conveyance of the aforesaid unit ownership in real property in accordance with the terms and provisions set forth herein and (ii) acknowledging that purchaser has read the Declaration of Condominium and By-Laws annexed thereto and the Amendment to Declaration of Condominium and is fully aware of the provisions thereof, including, without limiting, Seller's option to expand the Condominium by means of an Amendment to Declaration of Condominium not requiring the consent of any unit owners, and agreeing that any such expansion shall reduce the Purchaser's (whether one or more) percentage of undivided interest in the Common Areas and Facilities.

IN WITNESS WHEREOF, said Purchaser has hereunto set its hand and seal.

angela freeman (DIVORCED)	_(SEAL)
, , , , , , , , , , , , , , , , , , , ,	
	(SEAL)

NORTH CAROLINA)
FORSYTH COUNTY)
I, Kelly P Burr, a Notary Public for said County and State, do hereby certify that THAD J. BINGHAM, MAX C. BINGHAM, TED L. HILL, and EDWIN L. KENNEDY, all of whom are General Partners of Kennedy Associates, each personally appeared before me this day and acknowledged the due execution of the foregoing Deed.
Witness my hand and notarial seal, this the 25 day of Sept/, 1986.
OFFICIAL SEAL Notary Public, North Carolina County of Davidson KELLY, P. BURR Notary Public My COMM. EXPIRES 2/2/9/
My Commission Expires:

NORTH CAROLINA)
FORSYTH COUNTY)
I, Diane L. Millar, a Notary Public of said County and State, do hereby certify that ANGELA FREEMAN (DIVORCED) appeared before me this day and executed the foregoing Deed.
Witness my hand and notarial seal, this the 29th day of September , 19 86 .
OFFICIAL SEAL DIANE L. MILLAR NOTARY PUBLIC—NORTH CAROLINA COUNTY OF FORSYTH My Commission Expires 12/14/89 MY COmmission Expires:
December 14,1988

NORTH CAROLINA - Forsyth County
The foregoing (or annexed) certificates of Kelly P. Bean No. 150 (are) certified to be correct.
This the $\frac{1}{2}$ day of $\frac{1986}{2}$.
Probate and filing fees: S Deputy/Africation

PRESENTED FOR REGISTRATION AND RECORDED

Oct | | | | 49 BM *86

L.E. SPEAS
REGISTER OF DEEDS
FORSYTH CTY. N.C.;

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