



BK 1821 P1324

PRESENTED FOR
REGISTRATION
AND RECORDED

115

'94 APR 15 AM 11:53

FORSYTH COUNTY

04-15-94

STATE OF
NORTH
CAROLINA



\$25.00

Real Estate
Excise Tax

L.E. SPEAS
REGISTER OF DEEDS
FORSYTH CO. N.C.

\$12.00

Excise Tax

Recording Time, Book and Page

Tax Lot No. 181 - Block 5167F Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 19____
by _____

Mail after recording to Wilson, DeGraw & Miller (Box)

This instrument was prepared by David L. Wilson, Jr.

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 15 day of April, 19 94, by and between

GRANTOR

GRANTEE

R. DON CAIN and wife,
REBECCA CAIN

ROGER DALE BLEVINS and wife,
PHYLLIS F. BLEVINS

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 _____ Township,

Forsyth County, North Carolina and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot 181 of Plat of R. Don Cain as recorded in Plat Book 35, Page 135 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

THIS DEED IS SUBJECT TO THE RESTRICTIONS AND DECLARATIONS AND TERMS OF CONDITIONS AS SET FORTH IN EXHIBIT "A" ATTACHED HERETO, WHICH RESTRICTIONS AND CONDITIONS SHALL BE BINDING ON THE GRANTEES, THEIR SUCCESSORS AND ASSIGNS IN INTEREST.

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The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book 35 page 135.

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:

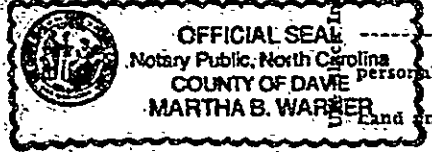
Easements, restrictions and rights of way of record, if any, and 1994 ad valorem taxes.

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.

By: R. Don Cain (SEAL)
Rebecca Cain (SEAL)
President
ATTEST:
Secretary (Corporate Seal)

USE BLACK INK ONLY

SEAL-STAMP NORTH CAROLINA, Forsyth County.
I, a Notary Public of the County and State aforesaid, certify that R. Don Cain and Rebecca Cain Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 15 day of April, 1994.
My commission expires: July 4, 1997 Martha B. Warner Notary Public



SEAL-STAMP NORTH CAROLINA, County:
I, a Notary Public of the County and State aforesaid, certify that 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 of Martha B. Warner at Davie, NC

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.

By L.E. SPEAS, REGISTER OF DEEDS REGISTER OF DEEDS FOR FORSYTH COUNTY
Deputy/Assistant - Register of Deeds

EXHIBIT "A"

This Deed is subject to all of the following terms and conditions which the Grantee and his successors in interest hereby accept:

1. The Grantee shall be a member in the Cain's Way Homeowner's Association, which Association is a non-profit corporation.
2. The Grantee shall be bound by the By-Laws, assessments as may be set forth from time to time by the Board of Directors of Cain's Way Homeowner's Association.
3. The Grantee expressly understands and agrees that the Cain's Way Homeowner's Association may become the owner of Wastewater and Treatment Plant and be responsible for the maintenance and upkeep thereof.
4. The Grantee expressly understands and agrees that R. Don Cain shall be responsible for maintaining the Wastewater and Treatment Plant for a period ending March 1, 1993 or when R. Don Cain conveys the Wastewater and Treatment Plant to the Homeowner's Association or when R. Don Cain conveys the Wastewater and Treatment Plant to a utility company, whichever first occurs.

ADDITIONAL RESTRICTIONS

1. All homes are to be no older than a 1976 model with a well maintained, clean or painted exterior surface.
2. No tractor trailer truck shall be allowed to be parked longer than one hour on said lot and at no time shall the tractor trailer truck be parked on the street or roadway.
3. All homes within thirty days of being placed on said lot shall be underpinned with fireproof underpinning.
4. All storage and utility buildings to be well maintained. No used mobile homes are to be used for storage or utility buildings.
5. Only one home per lot.
6. All homes to meet front yard, side yard and rear yard requirements as may be established by the Forsyth County Zoning Rules and Regulations.
7. There shall be no parking of vehicles or trucks on street or in road right of way.
8. No junk or unlicensed vehicles shall be allowed on lots.
9. Lots to be kept clean and neat and free of trash, garbage and junk.
10. All lots to be kept mowed and grassed areas are to be well maintained.
11. Any of the above rules can be deleted or rules added or changed by a majority vote of the Homeowner's Association Membership.
12. These rules may be enforced by the Homeowner's Association, which Association has the authority to correct any violation and, in turn, is authorized to file lien and/or lawsuit to collect expenses and costs and/or to enforce said provisions.