

DRAFTED BY: Charles F. Eakes

RECORDING TIME

Return to: 601 North Cherry Street,
Suite 145
Winston-Salem, NC 27101

FORSYTH CO. NC 270 FEE: \$ 10.00
PRESENTED & RECORDED: 11/26/1997 3:18PM
DICKIE C. WOOD REGISTER OF DEEDS BY: SINKJW
STATE OF NC REAL ESTATE EXT: \$ 33.00
BK1975 P1107 - P1108
PROBATE AND FILING FEE \$ PAID

EXCISE TAX \$33.00

Tax Block: _____ Lot: _____ Parcel Identifier No.: _____
Property Address: 4872 Oak Branch Lane, Walkertown, NC 27105
Mail after recording to: Eakes Box
Mail future tax bills to: 4872 Oak Branch Lane, Walkertown, NC 27105

FORSYTH COUNTY, NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 30th day of September, 1997, by and between

GRANTOR

GRANTEE

R. DONALD CAIN

JAMES REMBEN PELL and wife,
SAMATHA LEE PELL

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine or feminine as required by context.
WITNESSETH, that the Grantor, in consideration of (\$ 10.00 & o.v.c.) TEN DOLLARS & OTHER 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 in Forsyth County, North Carolina Township, more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot 32 as shown on the plat of R. Don Cain Phase Two (Revised) recorded in Plat Book 37, Page 22, Forsyth County Registry, to which plat reference is hereby made for a more particular description.

This conveyance is made subject to restrictions, terms and conditions set forth on Exhibit "A" which is attached hereto and incorporated herein by this reference.

The above land was conveyed to Grantor by _____ (see book number _____ 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, free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, subject to easements, rights-of-way and restrictions of record.

IN WITNESS WHEREOF the Grantor has set his hand and seal the day and year first above written.

_____ (seal) R. Donald Cain (seal)
R. Donald Cain
_____ (seal) _____ (seal)

STATE OF NORTH CAROLINA - Forsyth County



OFFICIAL SEAL I, Carolyn B. Madren, a Notary Public of Forsyth County, NC, do hereby certify that R. Donald Cain personally appeared before me this day and acknowledged the execution of the foregoing deed of conveyance. Witness my hand and notarial seal this the 30th day of September, 1997.

SEAL/STAMP

My commission expires Aug. 21 2002 Carolyn B. Madren Notary Public

STATE OF NORTH CAROLINA - Forsyth County

I, _____, a Notary Public of Forsyth County, NC, do hereby certify that _____ personally appeared before me this day and acknowledged the execution of the foregoing deed of conveyance. Witness my hand and notarial seal this the _____ day of _____, 19____.

SEAL/STAMP

My commission expires _____, 19____. _____ Notary Public

The foregoing Certificate(s) of Carolyn B. Madren, NP

This the 26 day of November, 1997, is/are certified to be correct.

Dickie C. Wood, Register of Deeds for Forsyth County by:

Dickie C. Wood Deputy Register

BK1975 P1107

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. Those 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.