

DRAFTED BY: Charles F. Eakes, Esq.

RECORDING TIME

FORSYTH CO, NC 11 FEE: \$ 10.00  
PRESENTED & RECORDED: 10/30/1998 08:28AM  
DICKIE C. WOOD REGISTER OF DEEDS BY: HODOVA  
STATE OF NC REAL ESTATE EXTX: \$ 37.00  
BK2032 P2295 - P2296

EXCISE TAX \$37.00

PROBATE AND FILING FEE \$ PAID

Tax Block: Lot: 191 Parcel Identifier No.:

Property Address:

Mail after recording to: Stephen Vasquez, 6080 Cain Forest Dr., Walkertown, NC 27051

Mail future tax bills to: Stephen vasquez, 6080 Cain Forest Dr., Walkertown, NC 27051

**FORSYTH COUNTY, NORTH CAROLINA GENERAL WARRANTY DEED**

THIS DEED made this 29th day of October, 19 98, by and between

GRANTOR

GRANTEE

R. DON CAIN  
6075 Sullivantown Rd.  
Walkertown, NC 27051

ANTHONY STEPHEN VASQUEZ and wife,  
KERRIE LYNN HODGES VASQUEZ  
6080 Cain Forest Dr.  
Walkertown, NC 27051

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, in consideration of (\$ 10.00 & O.V.C. ) TEN DOLLARS & OTHER VALUEABLE CONSIDERATION to Grantor 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 Salem Chapel Township, more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot 191 as shown on the plat of R. Don Cain Phase Five, Sheet Two, recorded in Plat Book 36, Page 65, Forsyth County Registry, to which plat is incorporated herein by this reference.

This conveyance is made subject to the 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.

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

\_\_\_\_\_  
(seal) R. Don Cain (seal)  
R. Don 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. Don 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 29th day of October, 19 98.  
My Commission Expires 08-21-2002

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, N.P.

This the 29th day of October, 19 98. is/are certified to be correct.  
BK2032PG2295

Dickie C. Wood, Register of Deeds for Forsyth County by:  
[Signature] Deputy/Assistant  
Forsyth County Register of Deeds Form RFD 11/96

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.

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