



2010002830 00144

FORSYTH CO. NC FEE \$28.00
 STATE OF NC REAL ESTATE EXT
\$316.00

PRESENTED & RECORDED:
 01-25-2010 02:53:00 PM

C. NORMAN HOLLEMAN
 REGISTER OF DEEDS
 BY: PATSY RUTH DAVIS
 DPTY

BK: RE 2930
PG: 2549-2552

Do not write above this line

DRAFTED BY: John G. Wolfe, III, Attorney at Law	Tax Block-Lot: Block 5354, Lot 026J	Parcel ID: 6867-50-2551.00
Mail after recording to: John G. Wolfe, III	Mail Future Tax Bills to: Heath B. Allman	
<i>Box 6</i> John G. Wolfe, III & Associates, P.L.L.C.	4968 West Road	
101 South Main Street	Kernersville, NC 27284	
Kernersville, NC 27284	Excise Tax: \$316	

FORSYTH COUNTY, NORTH CAROLINA GENERAL WARRANTY DEED

This DEED made this 22 day of January, 2010, by and between

GRANTOR	GRANTEE
Ronnie L. Huffman and wife, Cathy T. Huffman 174 Rockford Road, Kernersville, NC 27284	Heath B. Allman and wife, Ashley C. Allman 4968 West Road, Kernersville, NC 27284

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:

The Grantor, in consideration of (\$10.00 & OVC) Ten Dollars and 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, Abbotts Creek/Kernersville Township, more particularly described as follows:

EXHIBIT A

Property Address: **4968 West Road, Kernersville, NC 27284**
 All of the property herein conveyed includes the primary residence of Grantor.

For Back Reference: See Book 1217, Page 1768, Forsyth County Registry

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 is 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 the following exceptions:

IN WITNESS WHEREOF, the Grantor has 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.

Ronnie L. Huffman
Ronnie L. Huffman

(Seal)

Cathy T. Huffman
Cathy T. Huffman

(Seal)

STATE OF NORTH CAROLINA – Forsyth County

I, Mary P. Cook, a Notary Public of Guilford County, NC, do hereby certify that Ronnie L. Huffman and wife, Cathy T. Huffman personally came before me this day, acknowledging that they voluntarily executed the foregoing instrument for the purposes stated therein and in the capacity indicated.

Witness my hand and notarial seal this the 22 day of January, 2010.

My commission expires 2-23, 2011. Mary P. Cook Notary Public

Mary P. Cook

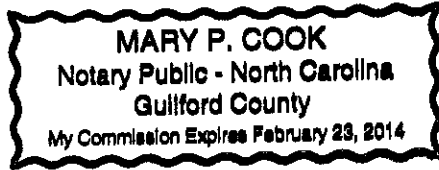


EXHIBIT A

BEGINNING at an iron stake in the south line of the property conveyed to David Keith Osborne in Book 1171 at page 979 of the Forsyth County Registry; said iron stake being located the following courses and distances from an iron stake which is the southeast corner of the R. C. Badgett property as recorded in Deed Book 579 at page 262 of the Forsyth County Registry, as follows: South 7° 17' West 100 feet to an iron stake; North 88° 53' West 102.45 feet to an iron stake; North 88° 53' West 12 feet to a point in the center of a branch; South 14° 18' West 151.67 feet to a point in said branch; South 84° 53' East 10 feet to an iron stake, the point and place of Beginning; from said beginning point, thence, running with the south line of said Osborne property South 84° 53' East 710.58 feet to an iron stake in the west right of way line of a proposed 60 foot road; thence, continuing along the same bearing 30 feet to a point in the center line of said proposed road; thence, running with the center line of said proposed road, South 6° 35' 30" West 100.01 feet to a point in the center line of said 60 foot proposed road; thence, North 84° 53' West 30 feet to an iron stake in the west right of way line of said proposed 60 foot road; thence, continuing North 84° 53' West 258.29 feet to an iron stake; thence, continuing North 84° 53' West 463.48 feet to an iron stake; thence, continuing along the same bearing 15 feet to a point in the center line of a branch; thence, running with the center line of the branch which is the actual property line North 15° 52' East 100.79 feet to a point; thence, South 84° 53' East 10 feet to an iron stake, the point and place of Beginning. The same containing 1.741 acres, more or less. The above description is taken from a survey by Daniel W. Donathan, Registered Engineer, dated August 31, 1977 and captioned "Property of Ronnie L. Huffman and wife, Cathy T. Huffman."

Subject to a non-exclusive easement over a 30 foot strip of property on the easternmost portion of the above described property for the purposes of ingress and egress to the property surrounding the herein described property.

There is conveyed herewith a non-exclusive permanent easement 60 feet in width for ingress, egress, regress and utility purposes, over, across and through the property of the parties of the first part, said easement having as its southernmost terminus the north line of the above described property and having as its northernmost terminus the south end of the state maintained portion of North Carolina Secondary Road 2413; the center line of said easement being more particularly described as follows: Beginning at a point, the northeast corner of the hereinabove described property, thence, running North 6° 35' 30" East 150 feet to a point, the northeast corner of that property intended to be conveyed in Book 1171 at page 979 of the Forsyth County Registry, said point being in the center line of the southernmost terminus of North Carolina Secondary Road 2413.

The Grantors herein do intend to convey, and do hereby convey, a 60 foot easement for the purposes as set forth hereinabove from the north line of the 1.741 acre tract herein conveyed to the nearest terminus of the state maintained portion of State Road 2413, whether said latter point is as described in the easement description hereinabove or not.

Furthermore, the Grantees by the acceptance of this conveyance hereby agree to execute such right of ways and conveyances to the North Carolina Department of Transportation in the future that are necessary for the extension of Secondary Road 2413 over said 30 feet in the easternmost portion of this property extending from the northern point to the southern point as contained in the description of the above described property.

EXHIBIT B

EXHIBIT B

This property is sold and conveyed subject to the following restrictions:

1. This lot shall not be subdivided for purposes of the construction of more than one homeplace.
2. This property shall not be used to raise, keep or maintain or in any wise harbor, swine, chickens or other fowl.
3. No structure erected on said lot or any portion thereof shall be constructed in such a manner that cement block used in connection with the construction shall be visible from any portion of the exterior; no outside toilets shall be allowed to remain on the property hereinabove mentioned or any portion thereof.
4. No inoperative or junked automobiles may be allowed to remain on the property hereinabove described or any portion thereof; no noxious or offensive activity shall be carried on upon said lot.
5. No structure of a temporary character such as trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any portion of the lot at any time as a residence either temporarily or permanently.
6. Any residence constructed upon the tract hereinabove described or any portion thereof shall contain a minimum of 1400 square feet of usable floor space excluding porches, outbuildings, garages and breezeways, if the same be of one story construction; if said residence shall be of a two story construction nature, the same shall contain a minimum of 1800 square feet of usable floor space exclusive of porches, outbuildings, garages and breezeways.
7. These covenants are to run with the land and shall be binding on all parties and all persons claimed under them for a period of 50 years from this date after which time said covenants shall automatically be extended for successive periods of 10 years, unless an instrument shall be signed by a majority of the then owners of surrounding and contiguous property shall be recorded agreeing to change said covenant and holder in part.
8. Enforcement of these covenants shall by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
9. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
10. The grantees in accepting the above described premises hereby further agree that they shall grant to the state a 30 foot easement on the eastern most portion of the above described property for the purposes of construction and improvement of a state maintained road at such time as the State of North Carolina agrees to take said property and maintain the said road.