



2015004428 00169

FORSYTH CO. NC FEE \$26.00
STATE OF NC REAL ESTATE EXT
\$220.00

PRESENTED & RECORDED:
02-09-2015 04:12:50 PM

C. NORMAN HOLLEMAN
REGISTER OF DEEDS

BY: LORI HOLLOWAY
DPTY

BK: RE 3216

PG: 926-929

NORTH CAROLINA

GENERAL WARRANTY DEED

Excise Tax: \$220.00

Recording Time, Book and Page

Tax Map No. 630854

Parcel Identifier No. 6835-16-1795.00

Mail after recording to: Grantee @ 315 N. Spruce St., Ste. 275, Winston-Salem, NC 27101

This instrument was prepared by: John R. Combs

ENVELOPE

THIS DEED made this 9th day of February, 2015 by and between

GRANTORS

**Kay L. Teeter, Widow
257 Ivy Circle
Advance, NC 27006**

GRANTEES

**Stuart L. Teeter
315 N. Spruce Street
Suite 275
Winston-Salem, NC 27101**

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 and more particularly described as follows:

See Exhibits "A" & "B" attached hereto and incorporated herein by reference.

All or a portion of the property hereinabove described was acquired by Grantors by instrument recorded in Book 1839, Page 485, Forsyth County Registry.

A map showing the above described property is recorded in Condo Book 2, Pages 129-133, and referenced within this instrument.

The above described property does does not include the primary residence of the Grantor.

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:

Rights of way, easements and any and all restrictions of record and current year ad valorem taxes.

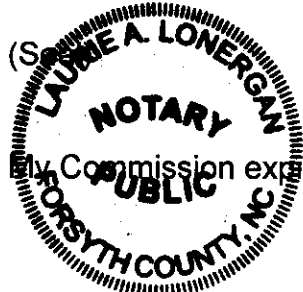
IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal as of the day and year first above written.

Kay L. Teeter (Seal)
Kay L. Teeter

NORTH CAROLINA - FORSYTH COUNTY

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Kay L. Teeter, Widow.

Witness my hand and official stamp or seal, this the 9th day of February, 2015.



My Commission expires: 3.23.2018

Notary Public Laurie A. Lonergan
Print Notary Name: Laurie A. Lonergan

Exhibit "A"

BEGINNING at a point on the interior of the building known as the Spruce Street YMCA Building as recorded in Condominium Book 2, Page 130; said point being located the following two courses and distances from the Northeast corner of the said Spruce Street YMCA Building: South 07 deg. 04' 24" East 42.08 feet, running thence South 82 deg. 55' 36" West 1.32 feet to the point and place of Beginning; running from said beginning point on the following courses and distances: South 07 deg. 04' 24" East 40 feet to a point; running thence South 82 deg. 55' 36" West 27 feet to a point; running thence North 20 deg. 18' 38" West 5.82 feet to a point; running thence North 07 deg. 04' 24" West 7.25 feet to a point; running thence South 82 deg. 55' 36" West 11.92 feet; running thence North 07 deg. 04' 24" West 25.08 feet to a point; running thence North 82 deg. 55' 36" East 19.25 feet to a point; running thence North 07 deg. 04' 24" West 2 feet; running thence North 82 deg. 55' 36" East 21 feet to the point and place of Beginning and containing .03246 acres, more or less, as shown on the survey by Thomas A. Riccio, PLS License L-2815, entitled Survey for Stuart L. Teeter showing portion of Retail Unit C of Spruce Street YMCA Building Condo Book 2, Pages 129-133, 315 North Spruce Street Suite 275.

TOGETHER WITH the undivided interest in the common areas and facilities, as set out in the Declaration of Condominium recorded in Book 1469, Page 678, declared to be appurtenant to said unit, which percentage shall change in accordance with the terms of the Declaration, and together with any additional common areas that may be provided for in any amended Declaration filed of record pursuant to the Declaration, which percentages shall automatically be deemed to be conveyed effective on the recording of each amended Declaration as though conveyed thereby.

IN ADDITION THERETO, Grantor also hereby gives, grants and conveys to Stuart L. Teeter, his invitees, employees, associates, partners and business clients, the perpetual right and easement of egress, ingress and regress over and upon a hallway to be constructed by Grantor connecting the southwest entrance of the said YMCA building, formerly known as the "YMCA Men's Entrance", continuing through said Retail unit known as Retail Unit C and connecting with a passageway that connects said YMCA building with another building commonly referred to as 420 West Fourth Street, Winston-Salem, NC, for the common use of tenants and owners of the "Retail Unit" of the said YMCA Condominium. To have and to hold the rights and easements hereby granted to said Stuart L. Teeter, his invitees, employees, associates, partners and business clients and their successors in title forever; it being agreed that the rights and easements hereby granted are for the common use of, are appurtenant to and run with the parcels of property known as the Retail Unit of the YMCA Condominium located in the County of Forsyth, State of North Carolina.

CONVEYED HERewith are all rights the Grantor has in and to the easements conveyed by the City of Winston-Salem by deed of easement dated December 28, 1984.

The condominium unit described as the "Retail Unit" is shown on that plat entitled "YMCA Condominium" recorded in the Condominium and Unit Ownership Book 2, Pages 129-133.

EXHIBIT "B"
COVENANT OF QUIET ENJOYMENT

GRANTEE by acceptance of this Deed, agrees to comply with the following conditions in occupying the Unit herein conveyed and in the operation of its business. Grantor agrees that Grantee ownership and use of the said Unit in compliance with the following covenants and limitations will not violate the right of quiet enjoyment with the Residential Units have or any other covenant or condition applicable to the Residential Units. Grantee, for himself, and his heirs, administrators, successors and assigns do hereby agree to:

- (a) Install and maintain sound baffling in the ceiling/plenum of the Retail Unit being hereby conveyed in an areas not being developed/used for office space;
- (b) Install sufficient and adequate ducting from any kitchen and/or bathroom areas, should such be constructed in the Retail Unit, to remove from the common areas airborne smells typically associated with the operations of a restaurant;
- (c) Prohibit live musical performances within the Retail Unit SHOULD such performances disturb the Residential Unit occupants;
- (d) Cease service to any outdoor deck area attached to or adjacent to the Retail Unit at 10:00 p.m. on Sunday-Thursday and at 11:00 p.m. on Friday and Saturday;
- (e) Install and maintain at Grantee expense, a separate doorway to the restaurant inside the "existing" entrance to the Retail Unit and move the existing vestibule/elevator area in such way as to provide a separate entrance for the Residential Unit herein conveyed, should a restaurant be established in the herein conveyed Retail Unit;
- (f) Provide ongoing monitoring, during business hours, of the "front" of the YMCA/Condominium and parking areas dedicated to the Residential Unit to insure the quiet enjoyment by the Residential Unit occupants; and avoid any violation of their right to use their assigned parking; and
- (g) Generally respect the rights of the occupants of the Residential Units living in the YMCA Condominium.

The Grantee, his successors, heirs, administrators and assigns, do by the acceptance of this deed to the Retail Unit described herein, agree that the covenants recited herein shall run with the land and shall be incorporated into any subsequent deed of conveyance of any interest in the property herein conveyed. It is the intent of both the Grantor and the Grantee that this covenant shall not be deemed personal to the Grantor, but shall be for the benefit of all owners and occupants of both the Residential and the Retail Units of the YMCA Condominium.