

007956

WILKES COUNTY NC 07/27/2000

\$48.00

Real Estate
Excise TaxBook Page
0842 0093

FILED

WILKES COUNTY NC

07/27/2000 2:41 PM

RICHARD L. WOODRUFF

Register of Deeds

By: AS Deputy Asst.

Excise Tax

48.

Recording Time, Book and Page

Tax Lot No.

Parcel Identifier No.

Verified by

County on the

day of

by

Mail after recording to

573 Covert Road Rd, Mo. Falls NC
28654

This instrument was prepared by RUSSELL F FERREE, 100-B BRIDGE STREET, WILKESBORO, NC 28697

Brief description for the Index

7.938 ACRES (723 DB 835 WCR)

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 27TH day of JULY

2000, by and between

GRANTOR

GRANTEE

REBECCA JOAN JOHNSON

MANFRED CARL GIBBONS & WIFE,
ROSALYN D GIBBONS

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

BOOMER

Township,

WILKES

County, North Carolina and more particularly described as follows:

SEE SCHEDULE "A" FOR PROPERTY DESCRIPTION.

NOTE: The property conveyed herein is so conveyed subject to the covenants and restrictions attached hereto and incorporated herein in Schedule "B"

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

A map showing the above described property is recorded in Plat Book

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 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:

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.

(Corporate Name)

By:

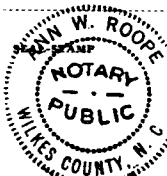
President

ATTEST:

Secretary (Corporate Seal)

USE BLACK INK ONLY

Rebecca Joan Johnson (SEAL)
Rebecca Joan Johnson



NORTH CAROLINA, Wilkes County.

I, a Notary Public of the County and State aforesaid, certify that
Rebecca Joan Johnson Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 27th day of July, 2000.

My commission expires: 9-22-2002 *Ann W. Rooper* Notary Public

SEAL-STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that
personally came before me this day and acknowledged that he is 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

My commission expires: Notary Public

The foregoing Certificate(s) of

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.

Richard C. Woodruff REGISTER OF DEEDS FOR Wilkes COUNTY
Sandra Chaudhry Deputy Assistant Register of Deeds

Schedule "A"
Property Description for:
REBECCA J. JOHNSON (sole)

BEGINNING ON SPIKE SET IN THE CENTERLINE INTERSECTION OF A NEW GRAVEL ROAD AND A BRANCH, SAID SPIKE ALSO BEING IN THE CENTERLINE OF A 45' RIGHT-OF-WAY, SAID SPIKE BEING LOCATED 1,926.07' ALONG CENTERLINE OF SAID GRAVEL ROAD FROM A SPIKE IN THE CENTERLINE INTERSECTION OF SAID NEW GRAVEL ROAD AND S.R. 1115 "OLD ORCHARD ROAD", THENCE RUNNING WITH THE CENTERLINE OF SAID GRAVEL ROAD AND THE CENTERLINE OF SAID 45' RIGHT-OF-WAY THE FOLLOWING TWELVE (12) CALLS: S 63° 58' 39" W 48.36' TO A SPIKE SET; THENCE S 68° 52' 54" W 147.64' TO A SPIKE SET; THENCE S 76° 54' 25" W 41.24' TO A SPIKE SET; THENCE S 85° 43' 19" W 27.53' TO A SPIKE SET; THENCE N 82° 40' 52" W 46.37' TO A SPIKE SET; THENCE N 74° 29' 20" W 89.30' TO A SPIKE SET; THENCE N 76° 21' 54" W 99.38' TO A SPIKE SET; THENCE N 88° 02' 06" W 80.11' TO SPIKE SET; THENCE S 79° 10' 42" W 49.18' TO A SPIKE SET; THENCE S 67° 14' 53" W 52.37' TO A SPIKE SET; THENCE S 58° 55' 35" W 102.71' TO A SPIKE SET; THENCE S 59° 55' 34" W 151.30' TO A SPIKE SET; THENCE LEAVING SAID GRAVEL ROAD AND RIGHT-OF-WAY AND RUNNING N 12° 55' 03" E CROSSING A 3/4" IRON PIPE SET AT 30.00', THENCE CONTAINING ANOTHER 828.02' TO A 3/4" IRON PIPE SET, THENCE CONTAINING ANOTHER 30.00', FOR A TOTAL DISTANCE OF 888.02' TO A POINT IN THE CENTERLINE OF A BRANCH; THENCE RUNNING WITH THE CENTERLINE OF SAID BRANCH THE FOLLOWING FORTY-FOUR (44) CALLS, S 65° 22' 28" E 29.93' TO A POINT IN THE BRANCH; THENCE S 30° 44' 07" E 34.95' TO A POINT IN THE BRANCH; THENCE S 86° 16' 04" E 25.76' TO POINT IN THE BRANCH; THENCE N 19° 47' 03" E 59.06' TO A POINT IN THE BRANCH; THENCE N 70° 26' 35" E 23.91' TO A POINT IN THE BRANCH; THENCE N 05° 16' 56" W 33.71' TO A POINT IN THE BRANCH; THENCE N 28° 33' 20" E 13.49' TO A POINT IN THE BRANCH; THENCE S 57° 46' 51" E 42.08' TO A POINT IN THE BRANCH; THENCE S 72° 09' 49" E 29.58' TO A POINT IN THE BRANCH; THENCE S 05° 25' 47" W 36.30' TO A POINT IN THE BRANCH; THENCE S 48° 52' 45" E 18.73' TO A POINT IN THE BRANCH; THENCE S 77° 58' 26" W 29.49' TO A POINT IN THE BRANCH; THENCE S 72° 06' 40" E 23.86' TO A POINT IN THE BRANCH; THENCE S 23° 03' 40" W 56.63' TO A POINT IN THE BRANCH; THENCE S 13° 59' 36" E 46.50' TO A POINT IN THE BRANCH; THENCE S 84° 02' 48" E 23.98' TO A POINT IN THE BRANCH; THENCE S 02° 26' 29" W 60.15' TO A POINT IN THE BRANCH; THENCE S 64° 52' 31" E 81.58' TO A POINT IN THE BRANCH; THENCE S 70° 50' 42" E 62.09' TO A POINT IN THE BRANCH; THENCE S 11° 58' 52" E 45.06' TO A POINT IN THE BRANCH; THENCE S 42° 33' 03" E 14.90' TO A POINT IN THE BRANCH; THENCE S 46° 25' 19" W 29.18' TO A POINT IN THE BRANCH; THENCE S 23° 50' 15" E 27.73' TO A POINT IN THE BRANCH; THENCE S 16° 07' 26" W 12.54' TO A POINT IN THE BRANCH; THENCE S 50° 39' 10" E 34.10' TO A POINT IN THE BRANCH; THENCE S 64° 21' 42" W 29.81' TO A POINT IN THE BRANCH; THENCE S 13° 38' 20" E 15.74' TO A POINT IN THE BRANCH; THENCE S 55° 16' 36" E 23.05' TO A POINT IN THE BRANCH; THENCE S 42° 29' 31" E 43.76' TO A POINT IN THE BRANCH; THENCE S 66° 39' 35" E 15.57' TO A POINT IN THE BRANCH; THENCE N 54° 19' 51" E 12.28' TO A POINT IN THE BRANCH; THENCE S 62° 50' 38" E 14.46' TO A POINT IN THE BRANCH; N 68° 56' 34" E 17.81' TO A POINT IN THE BRANCH; THENCE S 25° 11' 55" E 16.33' TO A POINT IN THE BRANCH; THENCE S 57° 16' 44" E 23.66' TO A POINT IN THE BRANCH; THENCE N 35° 02' 50" E 19.04' TO A POINT IN THE BRANCH; THENCE S 86° 41' 47" E 23.92' TO A POINT IN THE BRANCH; THENCE S 16° 19' 53" E 19.71' TO A POINT IN THE BRANCH; THENCE S 45° 01' 25" E 19.38' TO A POINT IN THE BRANCH; THENCE S 01° 57' 26" W 50.83' TO A POINT IN THE BRANCH; THENCE S 20° 51' 30" E 30.10' TO A POINT IN THE BRANCH; THENCE S 03° 14' 43" W 12.61' TO A POINT IN THE BRANCH; THENCE S 55° 45' 48" E 29.48' TO A POINT IN THE BRANCH; THENCE S 62° 43' 04" E 19.15' TO THE POINT OF BEGINNING, CONTAINING 7.930 ACRES. THIS DESCRIPTION TAKEN FROM A MAP PREPARED BY REX WALKER, RLS; L-3493, ENTITLED "HADLEY S. PHILLIPS" DATED 06-03-93, REVISED 10-18-93.

"RECORD OF POOR QUALITY DUE TO
CONDITION OF ORIGINAL DOCUMENT"

ADDENDUM TO SCHEDULE "A" -

RIGHT OF WAY

FOR REBECCA J. JOHNSON (SOLE)

Also conveyed from the Grantor, Hadley B. Phillips and wife, Kate F. Phillips to the Grantee, Rebecca J. Johnson, her heirs and assigns, is a forty-five foot right of way for the purposes of ingress and egress to the previously described 7.938 acre tract of land located in Boomer Township, with said right of way being more particularly described as follows:

A forty-five foot right of way with the following cause and distances to be the center point of said right of way; BEGINNING on a spike set at the intersection of S.R. 1115 (Old Orchard Road) and a newly constructed gravel road as shown on a map prepared by Rex Walker, R.L.S.; L-3493, entitled "Hadley B. Phillips" dated 6/3/93, revised 10/18/93, thence North 68° 31' 52" West, 62.95 feet to a spike set; thence North 58° 15' 44" West, 83.49 feet to a spike set; thence North 50° 7' 29" West, 75.34 feet to a spike set; thence North 43° 12' 01" West, 98.49 feet to a spike set; thence North 45° 2' 54" West, 44.31 feet to a spike set; thence North 54° 58' 11" West, 46.73 feet to a spike set; thence North 64° 8' 17" West, 54.67 feet to a spike set; thence North 70° 29' 31" West, 123.13 feet to a spike set; thence North 76° 4' 49" West, 174.78 feet to a spike set; thence North 83° 40' 49" West, 41.40 feet to a spike set; thence South 81° 53' 57" West, 43.43 feet to a spike set; thence South 68° 04' 58" West, 38.32 feet to a spike set; thence South 56° 39' 19" West, 44.63 feet to a spike set; thence South 48° 06' 37" West, 50.90 feet to a spike set; thence South 35° 22' 09" West, 47.60 feet to a spike set; thence South 31° 30' 56" West, 103.37 feet to a spike set; thence South 35° 12' 02" West, 148.07 feet to a spike set; thence South 24° 20' 44" West, 38.53 feet to a spike set; thence South 13° 43' 18" West, 48.17 feet to a spike set; thence South 09° 03' 41" West, 160.72 feet to a spike set; thence South 28° 45' 55" West, 233.30 feet to a spike set; thence South 39° 54' 28" West, 91.69 feet to a spike set; thence South 50° 38' 27" West, 72.05 feet to a spike set; thence South 63° 53' 39" West, 48.36 feet to a spike set; thence South 68° 52' 54" West, 147.64 feet to a spike set; thence South 76° 54' 25" West, 44.24 feet to a spike set; thence South 85° 43' 19" West, 27.53 feet to a spike set; thence North 82° 40' 50" West, 46.37 feet to a spike set; thence North 76° 29' 30" West, 88.30 feet to a spike set; thence North 76° 21' 54" West, 99.38 feet to a spike set; thence North 86° 02' 06" West, 80.11 feet to a spike set; thence South 79° 10' 42" West, 49.18 feet to a spike set; thence South 67° 14' 53" West, 52.37 feet to a spike set; thence South 58° 55' 35" West, 102.71 feet to a spike set; thence South 59° 55' 34" West, 151.30 feet to a spike set.

The above forty-five foot right of way shall run with and is pertinent to the land described in Schedule "A".

11/93

"RECORD OF POOR QUALITY DUE TO
CONDITION OF ORIGINAL DOCUMENT"

RJD

SCHEDULE "B"

NORTH CAROLINA

WILKES COUNTY

PROTECTIVE RESTRICTIONS WITH ROAD MAINTENANCE
AGREEMENT FOR COVE BRANCH PROPERTIES

WHEREAS, Hadley Phillips and wife, Kate Phillips, are the owner of a certain parcel of land situated in Boomer Township, Wilkes County, North Carolina, a portion of which has been divided into tracts and designated as "Cove Branch Properties"; and,

WHEREAS, said tracts are to be sold subject to certain protective restrictions, conditions, limitations, reservations and covenants hereinafter referred to as "protective restrictions" in order to insure the most beneficial use of said land as a residential neighborhood and to prevent any use thereof which might diminish the valuable and pleasurable enjoyment of such real estate

NOW THEREFORE, the protective restrictions are hereby imposed on said properties as follows:

PROPERTY OWNERS ASSOCIATION AND RIGHTS

MEMBERSHIP

1. Every person who holds a duly executed and recorded fee simple deed to a tract within the boundaries of Cove Branch Properties is a member of the Property Owners Association. Membership shall be appurtenant to and may not be separated from ownership of any said property and shall be transferred automatically when the owner conveys, devises, gives or otherwise transfers his tract, even though such transfer does not mention the membership rights of the Association.

Cove Branch Property Owners Association is a non-profit association and the sole purpose of this association is to allow all property owners to share equally in the maintenance of the private roads contained within the boundaries of the properties and to share equally the responsibility of maintaining the integrity of the protective restrictions herein contained.

Membership is not extended to apply to any person or entity who holds an interest in any tract or lot merely as security for the performance of an obligation to pay money (deeds of trust or mortgages).

Any member in the property owners association shall have the right at any time to contact other members and request a meeting for the purpose of discussing the need for maintenance on the private road(s) and/or enforcement of any one of the protective restrictions which such member may be aware of being violated by another property owner.

VOTING RIGHTS

2. Any member owning a lot in Cove Branch shall have one vote. Any member owning a lot with a permanent dwelling located thereon, which dwelling is said owner's primary residence shall have two votes. Holders of security interests in property do not have voting rights.

PRIVATE ROADS

3. Each of the roads in Cove Branch Properties designated on any map, now or at any time in the future, is a private road and no act of any kind by any property owner shall be construed as a dedication to the public of any such road contained within the Cove Branch. However, if at any future date the State of North Carolina Highway Commission should agree to take over the maintenance of these private roads the Property Owners shall meet and discuss such agreement.

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Hadley Phillips and wife, Kate Phillips will have two votes in the property owners association until such time as all the lots located within the boundaries of the Cove Branch have been conveyed to other property owners.

4. The property owners (voting members) shall maintain the roads and the costs of such maintenance will be charged to and paid by the shared membership of the association. Each vote to be considered as a share and the total cost of any maintenance is to be shared equally by the members.

DRIVEWAYS

5. The individual property owner will be responsible for the maintenance of his/her own driveway connecting the residence located on said individual tract with the private roads which are established for the common use of all property owners in Cove Branch as a means of ingress, egress, and regress. No such private driveway shall be allowed to remain unimproved so as to allow dirt and mud to wash onto the shared private roads damaging such roads. All driveways shall be established in a way which is intended to prevent any erosion problems and preserve nature.

USE OF PROPERTY

TYPE AND SIZE OF HOUSES

1. Property shall be used for residential purposes and limited agricultural (i.e. mini farms) only, and no structures shall be erected or allowed to remain on any lot except one detached single-family dwelling (subject to #s 4 and 5 below). Such single-family dwelling, be it multi-level or single story, shall have a first floor of no less than 900 square feet.

LOT SIZE

2. No parcel shall be subdivided more than two times and no division into tracts containing less than three (3) acres and there shall be only one single family dwelling per 1 acre tract.

CAMPERS AND TEMPORARY STRUCTURES

3. No camper trailer shall be placed or allowed to remain on any lot for more than three (3) months. Camper trailers may be placed for such three month periods only for the purpose of hunting, vacations, working on home sights and/or during construction of a house.

4. No structure of a temporary nature shall be erected or allowed to remain on said property. No shack, shed, tent, basement or any other outbuilding shall be erected or allowed to remain for the purpose of a residence or for the shelter of those animals allowed herein. All barns, dog houses, garages, utility buildings, and/or storage buildings shall be constructed in a neat, orderly fashion and shall not remain uncompleted for an extended period of time. Such structures should be painted, enclosed, have doors and windows where indicated, have new roofing material and should be placed on the lot in a harmonious and attractive manner so as to add to the appearance of the community in general and not be considered an eyesore.

MOBILE HOMES

5. Mobile homes are allowed to be used as single family dwellings subject to the following specific restrictions:

A. Mobile Home must measure at least 65 feet in length and 14 feet in width or larger.

B. Mobile Home must be no more than five (5) years old when placed on the lot and shall be maintained and kept in good repair at all times thereafter.

C. Mobile Home must be underpinned with brick, rock, or some other appropriate material specifically designed for the purpose of underpinning mobile homes. No metal or fiberglass material manufactured primarily for roofing purposes shall be allowed as underpinning.

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D. Mobile Homes shall be set up according to any and all state and local codes, be constructed according to Standard Residential Construction codes, and be underpinned as stated herein within the first three (3) months of placement on the lot.

COMMERCIAL USE OF PROPERTY

6. No commercial businesses shall be allowed on the property, including but not limited to commercial garages, chicken houses, feed lots, stores, service stations, etc. which would require building of a separate structure for the specific purpose of housing such commercial enterprise. Cottage industry type business is allowed so long as all related business is transacted within the actual residence.

ANIMALS

7. Only one large animal (horses, cows, goats, etc.) shall be allowed per one acre of land. Animals considered to be household pets (dogs, cats, etc.) are allowed provided they are not a nuisance to other property owners and they are properly licensed by the county if necessary. No commercial pet kennels (dogs, cats, rabbits, potbellied pigs, etc.) shall be erected or allowed to remain in Cove Branch.

DUMPING

8. No abandoned motor vehicles, untagged motor vehicles and/or junkyards shall be allowed to remain on the property. No dumping of household trash or other abandoned material shall be allowed.

OBNOXIOUS BEHAVIOR

9. Nothing shall be done by any person or persons residing within Cove Branch which is a nuisance or annoyance to any individual or the community in general. No behavior by any person shall be allowed which is obnoxious or demeaning to others.

ENFORCEMENT OF RESTRICTIONS

10. Each and all of the protective restrictions herein contained are attached to and incorporated in the conveyance of the real estate and shall be enforceable by injunction or by other form of action available to the owners of any and all other real property contained within the boundaries of Cove Branch Properties. Any conveyance of the property described as Cove Branch Properties is subject to the covenants and restriction contained herein and such restrictions shall be binding on each Grantee, their heirs, assigns and successors in title.

IN WITNESS WHEREOF, the undersigned holders of the deed to which this instrument is attached do hereby accept the covenants herein contained and cause these protective restrictions to be executed for the purposes herein described, this the ____ day of _____.

Transfer C.B. L.L.
property owner- Grantee

REC'D
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Basabe D. Hixson
property owner