

**BK: CRP W-39**  
**PG: 1882 - 1886**

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05/05/2020

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DEPUTY

BY: AMANDA COWART

2020002834

**MACON COUNTY, NC**

TODD RABY

REGISTER OF DEEDS

NC FEE \$26.00

STATE OF NC

REAL ESTATE

EXTX \$360.00

Revenue \$360.00

THIS INSTRUMENT PREPARED BY:  
ORVILLE D. COWARD, JR., a licensed  
North Carolina Attorney. Delinquent taxes,  
if any, to be paid by the closing attorney to  
the county tax collector upon disbursement  
of closing proceeds.

COWARD, HICKS & SILER, P.A.  
43 WEST MAIN STREET  
FRANKLIN, NORTH CAROLINA 28734

PIN: 6489418221

20D147T



MR

MACON COUNTY  
05-05-2020 01:48:09 LS  
TAX COLLECTOR'S OFFICE

**NORTH CAROLINA GENERAL WARRANTY DEED**

**THIS DEED**, made this the 28th day of April, 2020, by and between **DAVITA DILLS HENRY and husband, MICHAEL STEVEN HENRY**, Grantors; and **DAVID W. HARRISON and wife, GAIL S. HARRISON**, of 834 Summit Road, Otto, NC 28763, Grantees. (The designation Grantors and Grantees 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.)

submitted electronically by "Coward, Hicks & Siler, PA"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Macon County Register of Deeds.

**W I T N E S S E T H :**

**THAT** the Grantors, in consideration of Ten Dollars and Other Valuable Consideration (\$10.00 OVC), the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do bargain, sell, and convey unto the Grantees, in fee simple, all that certain lot or parcel of land situated in Smithbridge Township, Macon County, State of North Carolina, and being more particularly described as follows:

BEING the same lands, easements, privileges and appurtenances as described in the deed dated May 12, 2017 from Kathy Niles and Robin Hendrickson, Co-Trustees to David Dills and wife, Louetta Dills, recorded in Book Y-37, Pages 568-574, Macon County Public Registry and being described therein as follows:

'Being all of the lands, tenements, easements and appurtenances conveyed by that Deed dated September 30, 1996, from Ellis Hugh O'Neal and spouse, Harriet B. O'Neal to Ellis H. O'Neal and Harriet B. O'Neal, Trustees, or their Successors in Trust, under the Ellis H. O'Neal Living Trust dated September 30, 1996 and any Amendment thereto and Harriet B. O'Neal and Ellis H. O'Neal, Trustees, or their Successors in Trust, under the Harriet B. O'Neal Living Trust dated September 30, 1996 and any Amendments thereto, as Tenants in Common, recorded at Book P-21, Pages 1702-1703, Macon County Registry, and being more particularly described therein as follows:

"BEGINNING at a point in the centerline of a 30-foot wide joint road and utility right of way, the same being the southernmost corner of the lands described in the deed from Benjamin Flink, et ux, to Paul Callum, et ux, dated August 6, 1973, recorded in Deed Book W-9 at page 222, runs thence with the southwest line of said Callum tract, reversed, North 45 degrees 15 minutes West 87 feet to an iron pipe, the easternmost corner of the Volie J. William tract, as shown by the deed recorded in Book Z-13 at page 113; thence with the Williams Line, South 55 degrees 02 minutes West 90 feet to an iron pipe and South 49 degrees 50 minutes West 92.4 feet to a point in the center of said 30-foot wide joint road and utility right of way; thence with the centerline of the same, the following courses and distances: South 42 degrees East 42.4 feet; South 37 degrees 15 minutes East 97 feet; North 62 degrees 13 minutes East 87 feet and North 20 degrees 01 minute East 128.3 feet to the point of BEGINNING, and being Lot No. 28 of the Summit Subdivision, as shown by survey and plat thereof made by Shope and Perry, Registered Surveyors, under date of May,

1971.

"Parties of the first part further convey unto parties of the second part, their heirs and assigns, the right to use in common with parties of the first part, their heirs and assigns, and all others who may now have or may hereafter acquire the right to use the same, the 30-foot wide joint road and utility right way, the centerline of which forms portions of the boundaries of the lands hereby conveyed, together with their extension as presently constructed and as shown on the unrecorded survey and plat made by Shope and Perry, Registered Surveyors, under date of May, 1971, to the point of intersection with State Road No. 1104.

"This deed is made subject to and parties of the first part reserve for themselves, their heirs and assigns, the right to use in common with parties of the second part, their heirs and assigns, any portion of the above described road and utility right of way, which lies within the bounds of the lands hereby conveyed.

"This deed is made subject to easements for existing public utilities.

"This deed is further made subject to the following express reservations, restrictions, affirmative obligations, and conditions, which are covenants running with the land by whomsoever owned, for a period of 50 years from the 1<sup>st</sup> day of May 1971, to-wit:

'A.1 No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than two cars.

'A.2 No fence or wall shall be erected, placed or altered on any lot higher than 4'6", not should it obstruct easements or rights-of-way.

'A.3 No dwelling shall be permitted on any lot in said subdivision unless the same shall meet the following minimum standards. The ground floor of the main structure, exclusive of any story open porches and garages, shall not be less than 800 square feet.

'A.4 In any event, no building shall be located on any lot nearer than fifteen (15) feet to the front lot on all streets, no building shall be located nearer than ten (10) feet to an interior lot line. No dwelling shall be located on any interior lot line nearer than twenty (20) feet to the rear lot lines.

'A.5 Parties of the first part reserve such easements as shall be reasonably required for the installation, maintenance and repair of utility and water pipe lines along any rear or side lot line and along all roadways, together with necessary right of ingress and egress for the utilization of said utility and water easements.

'A.6 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any nuisance to the neighborhood.

'A.7 No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.

'A.8 No sign of any kind shall be displayed at the public view on any lot except one professional sign of not more than one square foot, one sign not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

'A.9 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

'A.10 No lot shall be used or maintained for a garbage dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary container. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

"Parties of the second part, for themselves, their heirs and assigns, agree to pay their proportionate share of the cost of maintenance and repair of the roads within the Summit Subdivision, based upon the total number of persons having the right to use the same."

'Together with and subject to the terms of Conveyance of Water Rights with Easements Deed dated November 19, 1993, recorded in Book F-20, Pages 1785-1786, Macon County Registry, to which reference is hereby made for a more complete description.

'Together with and subject to the terms of Easement deed dated August 30, 1998 between Maurice O. Brush and Cheryl P. Brush, Grantors and Ellis H. O'Neal and/or Harriet B. O'Neal, Grantees, as recorded in Book V-21, Pages 1331-1334, Macon County Registry, to which reference is hereby made for a more complete description.

'This conveyance is subject to all easements and restrictions of record.'

For further reference please see the deed dated October 20, 2019 from David L. Dills and wife, Louetta M. Dills to Davitta D. Henry, recorded in Book T-39, Page 399, Macon County Public Registry, to which reference is hereby made.

Subject to easements for existing roadways and utility lines and facilities, to restrictions of record, and to applicable land use laws and ordinances.

**TO HAVE AND TO HOLD** the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantees in fee simple, subject to the exceptions herein

enumerated.

AND, subject to the exceptions herein enumerated, the Grantors covenant with the Grantees, that Grantors are seized of the premises in fee simple, have the right to convey the same in fee simple, that the property is free and clear of all encumbrances, and that Grantors will warrant and defend the title against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have caused this instrument to be properly executed and sealed.

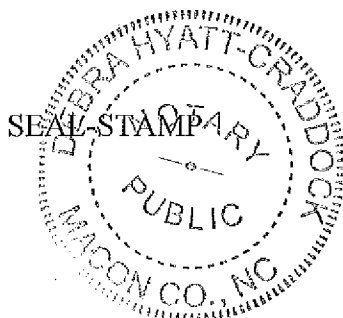
*Davitta Dills Henry* (SEAL)  
DAVITTA DILLS HENRY

*Michael Steven Henry* (SEAL)  
MICHAEL STEVEN HENRY

NORTH CAROLINA  
MACON COUNTY

I, *Debra Hyatt Craddock* a Notary Public, do hereby certify that **Davitta Dills Henry and husband Michael Steven Henry**, Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 5<sup>th</sup> day of May, 2020.



*Debra Hyatt Craddock*  
Notary Public  
My commission expires: 5-9-2024