

NORTH CAROLINA,
CHOWAN COUNTY.

THIS DEED, made and entered into this 27th day of May, 1963, by and between Chowan Land Company, a corporation duly organized and existing under the laws of the State of North Carolina, with its principal office located in the Town of Edenton, State and County aforesaid, party of the first part, and

~~_____~~, part ie of the second part,

WITNESSETH:

That for and in consideration of the premises and the sum of Ten (\$10.00) Dollars, cash in hand paid, at or before the sealing and delivery of this deed, together with other valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part has bargained and sold and by these presents does hereby convey unto the said parties of the second part, his, her, their or its (as the case may be) heirs, successors and assigns, the following described real estate lying and being in Second Township, Chowan County, North Carolina, and further and more particularly described as follows:

Lot No.(s) 20 in Block 17, Section C, Chowan Beach, according to plat thereof prepared by S. Elmo Williams, Registered Surveyor, and duly recorded in the office of the Register of Deeds of Chowan County, North Carolina, in Map Book No. 3, page 6, and being a part of the same land conveyed to the said party of the first part by Don L. Foote and wife Shirley Ann Foote, by deed dated March 28, 1960 and duly recorded in the aforementioned office in Book of Deeds No. 15 at page 189, said plat and deed and those instruments therein mentioned being hereby referred to and made part hereof for further description and chain of title.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS which shall run with the land and be binding upon the said grantee(s) herein named and all successors in title thereto:

1. No building shall be erected or maintained on any lot in Chowan Beach other than a private residence and a private garage for the sole use of the owner or occupant.
 2. Any garage erected or maintained must conform in appearance and construction to the residence on such lot.
 3. No part of said premises shall be used for commercial or manufacturing purposes.
 4. No residential building shall be erected or maintained on any lot in Chowan Beach having a ground floor area of less than 650 square feet.
 5. No building shall be erected or maintained on any lot in Chowan Beach closer than 10 feet from front lot line, nor closer than 5 feet from back or side lot lines.
 6. No outside toilet or privy shall be erected or maintained in Chowan Beach.
 7. No animals or birds, other than household pets, shall be kept on any lot in Chowan Beach.
 8. Building exteriors must be of brick, frame or block construction; and wood exterior or block exterior must be painted.
 9. Easements are reserved along and within 5 feet of the rear line, front line, and side lines of all lots in this subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property lines in case of fractional lots.
- It is understood an agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the 5 foot wide strip as long as such lines do not hinder the construction of buildings on any lots in this subdivision.
10. The placing of for sale signs on lots in Chowan Beach shall be prohibited.
 11. These conditions and restrictions shall be binding upon all owners of lots in Chowan Beach, their heirs and assigns.

TO HAVE AND TO HOLD, the above described real estate together with all rights, privileges and appurtenances thereunto belonging, including riparian rights as appropriate, to the said grantee(s) herein named and to his, her, their or its (as the case may be) heirs, successors and assigns in fee simple, absolute, forever.

And the said party of the first part covenants to and with the said parties of the second part, his, her, their or its (as the case may be) heirs, successors and assigns, that it has title in fee to the herein described premises; that it has good and lawful right to convey the same in fee simple; that the said premises are free and clear of all encumbrances; and that it will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Chowan Land Company, party of the first part, causes this instrument to be executed by its President, and its corporate seal to be hereto affixed and attested by its Secretary, both being duly authorized to act in the premises by proper resolution of the Board of Directors of said corporation, all as of the year and day first above written.

CHOWAN LAND COMPANY

By: Don L. Foote
Don L. Foote President

ATTEST:

Robert M. Andrews

Robert M. Andrews Secretary
STATE OF MICHIGAN,
COUNTY OF INGHAM.

I, Charlotte B. Greening, a duly commissioned and acting Notary Public in and for said County and State, do hereby certify that Robert M. Andrews personally came before me this day and acknowledged that he is the Secretary of Chowan Land Company, a 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 himself as its Secretary.

Witness my hand and Notarial Seal this 27th day of May, 1963.