

Type: CONSOLIDATED REAL PROPERTY
Recorded: 12/14/2021 12:28:53 PM
Fee Amt: \$476.00 Page 1 of 8
Revenue Tax: \$450.00
Granville County, NC
Kathy M. Taylor Reg of Deeds

BK 1878 PG 799 - 806

NORTH CAROLINA GENERAL WARRANTY DEED

Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

Excise Tax: \$450.00

Parcel Identifier No. 182400168537 and 18240016659 Verified by _____ County on the ____ day of _____, 20__

By: _____

Mail/Box to: Warren Shackelford & Thomas, PLLC

This Instrument was prepared by a licensed North Carolina Attorney : Kimberly P. Thomas, 343 S. White Street, Wake Forest, NC, 27587

Brief description for the Index: Lots G & H

THIS DEED made this December 13, 2021, by and between

GRANTOR	GRANTEE
The Historic Preservation Foundation of North Carolina, Inc.	Oak & Stone Custom Homes, LLC
P.O. Box 27644	1004 Buttar Lane
Raleigh, NC 27611	Raleigh, NC 27614

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, parcel of land or condominium unit situated in the City of Wake Forest, Granville County, North Carolina and more particularly described as follows:

BEING all of Lots G and H as shown on plat entitled "Minor Subdivision for Sonya Garner Lehto", a copy of which is recorded in Plat Book 50, Page 122, Granville County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 149 page 360, Granville County Registry.

All or a portion of the property herein conveyed _____ includes or XX does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 50, Page 122, Granville 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 free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

- 1. Subject to current year ad valorem taxes.
- 2. Subject to Easements and Restrictions of record which may include an obligation to pay assessments.
- 3. Subject to Restrictive Covenants recorded in Book 1858, Page 472, Granville County Registry.
- 4. Subject to Exhibit A Protective Covenants for the Dr. G.T. and Maggie Sikes House.
- 5. Subject to Exhibit B Secretary of the Interior's Standards for the Rehabilitation of Historic Properties (1992).

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written

The Historic Preservation Foundation of North Carolina, Inc.

BY: J. Myrick Howard
J. Myrick Howard, President

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Christina Jane Pressley, a Notary Public certify that J. Myrick Howard personally came before me this day and acknowledged that he is President of The Historic Preservation Foundation of North Carolina, Inc., a NC Non-Profit 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 as an act of the Corporation.

Witness my hand and official seal, this the 13th day of December, 2021.

Notary Public Christina Jane Pressley
My Commission Expires: July 29, 2026

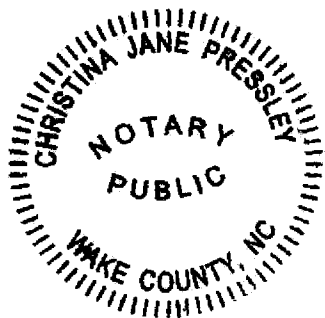


EXHIBIT A

PROTECTIVE COVENANTS FOR THE DR. G.T. AND MAGGIE SIKES HOUSE

WHEREAS, the real property described herein, the two lots at 3541 and 3537 Bruce Garner Road, Wake Forest, Granville County, North Carolina, is hereinafter referred to as the "Subject Property"; and

WHEREAS, the Dr. G.T. and Maggie Sikes House, a multi-gabled, two-story late-Victorian farmhouse (hereinafter referred to as the "Dr. G.T. and Maggie Sikes House"), is a building of recognized historical, cultural and architectural significance, and located on the Subject Property; and

WHEREAS, The Historic Preservation Foundation of North Carolina, Inc. (hereinafter referred to as the "Foundation") and the Grantee both desire that the historic Dr. G.T. and Maggie Sikes House be rehabilitated and preserved for the enjoyment and edification of future generations; and

WHEREAS, the Subject Property is protected under a "Declaration of Covenants, Conditions and Restrictions" (hereinafter referred to as "Declaration") held by Sonya Garner Lehto and recorded in the Granville County Register of Deeds in Book 1858 at Page 472; and

WHEREAS, these Protective Covenants are meant to run in conjunction with, and not inconsistent with, said Declaration in order to add an additional level of protection for the Dr. G.T. and Maggie Sikes House; and

WHEREAS, the Foundation and Grantee both desire that the Subject Property shall retain its historically and architecturally significant features, while being sympathetically adapted and altered, where necessary, to provide for contemporary uses; and

WHEREAS, the Foundation and Grantee both desire that the two lots constituting the 2.24-acre Subject Property shall not be subdivided nor shall they be sold or otherwise conveyed separately in order to preserve its integrity of site; and

WHEREAS, the Foundation is a charitable organization which acquires certain rights pursuant to historic preservation agreements that will ensure that structures located within the state of North Carolina of recognized historical and architectural significance are preserved and maintained for the benefit of future generations; and

WHEREAS, the North Carolina General Assembly has enacted the Historic Preservation and Conservation Agreements Act validating restrictions, easements, covenants, conditions or otherwise, appropriate to the preservation of a structure or site historically significant for its architectural, archeological or historical associations.

NOW THEREFORE, the Grantee hereby agrees that the Subject Property shall be and shall permanently remain subject to the following agreement, easements, covenants and restrictions (hereinafter referred to as the "Covenants"):

1. These Covenants shall be administered solely by The Historic Preservation Foundation of North Carolina, Inc., its successors in interest or assigns; and in all subsequent conveyances of Subject Property, the Foundation, its successors in interest or assigns shall be the sole party entitled to administer these Covenants. In the event that the Foundation, or its successors in interest by corporate merger cease to exist, then in such event the Foundation shall assign all of its rights and interests in these Covenants subject to such duties and obligations which it assumes hereby to a non-profit corporation of responsibility which exists for substantially the same reasons as the Foundation itself (as described hereinabove); if no such corporation be available for such assignment then, under such circumstances such assignment shall be made to the State of North Carolina which shall be the sole party entitled to administer these Covenants.
2. The Foundation acknowledges that the Subject Property is subject to Declaration on the Subject Property. In any instance in which said Declaration is more stringent than these Covenants, the terms of the Declaration shall supersede the terms in these Covenants, unless said Declaration should pose an immediate threat to the safety or integrity of the Dr. G.T.

and Maggie Sikes House itself. In any instance in which the terms of these Covenants are more stringent than the terms of the Declaration, then the terms of these Covenants shall supersede those of the said Declaration.

Rehabilitation and Maintenance

3. The Grantee covenants and agrees to rehabilitate the Dr. G.T. and Maggie Sikes House according to the terms, conditions, and deadlines of a Rehabilitation Agreement entered into by the parties and signed by authorized officials of the Foundation and to continuously maintain, repair, and administer the Subject Property herein described in accordance with the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties (1992) so as to preserve the historical integrity of features, materials, appearances, workmanship and environment of the Subject Property. Maintenance shall be continuously provided. Said standards are attached hereto and incorporated in these Covenants by reference.

Prior Approval Required For Modifications

4. Unless prior written approval by the President or Chairman of the Board of Directors of the Foundation is obtained, no alteration, physical or structural change, or changes in the color, material or surfacing to the exterior of the Dr. G.T. and Maggie Sikes House shall be made.

5. Unless the plans and exterior designs for such structure or addition have been approved in advance in writing by the President or Chairman of the Board of Directors of the Foundation, no addition or additional structure shall be constructed or permitted to be built upon the Subject Property. The Foundation in reviewing the plans and designs for any addition or additional structure shall consider the following criteria: exterior building materials; height; fenestration; roof shapes, forms, and materials; surface textures; expression of architectural detailing; scale; relationship of any additions to the main structure; general form and proportion of structures; orientation to street; setback; spacing of buildings, defined as the distance between adjacent buildings; lot coverage; use of local or regional architectural traditions; and effect on archeological resources. Contemporary designs for additions or additional structures shall not be discouraged when such alterations and additions do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, color, material and character of the property and its environment.

6. The Grantee and the Foundation hereby agree that the interior architectural features listed below are elements which contribute to the architectural significance of the Dr. G.T. and Maggie Sikes House:

- Any and all original wood floors.
- Beadboard ceilings and wainscot, much with original dark wood stain finish.
- Tall molded baseboards, door and window surrounds with symmetrical molding and corner blocks.
- Any and all wood five-panel doors throughout the house.
- Two wood French doors on the first floor.
- Plaster walls throughout, including arch in rear entrance hall and coved ceilings in Main Parlor and Dining Room.
- The molded trim and bullseye plinth blocks between the plaster coves and beadboard ceilings in Main Parlor and Dining Room.
- Nine wood-frame mantels: six on the first floor (including in the entrance hall) and three on the second floor (one in each bedroom), all with variations of arched or scalloped frieze motifs, engaged pilasters and molded cornices.
- Double front doors with dark-stained finish and tall glass panel above molded decorative panels.
- Dark-stained, wood, closed-stringer staircase with paneled skirtboard, flush-board horizontal spandrel, flush vertical wainscot and reeded molded chair rail, turned newel posts and balustrade, molded railing, wood treads and risers, and turned drop pendants.
- Coat rail on wall beside front entrance door below staircase.
- Two-over-two double-hung (interior) windows in the first and second-floor halls.

Unless prior written approval by the President or Chairman of the Board of Directors of the Foundation is obtained, no removal, relocation, or alteration of the above-mentioned architectural features shall be made. Original stained woodwork shall not be painted without prior written approval by the President or Chairman of the Board of Directors of the Foundation.

7. Neither the Dr. G.T. and Maggie Sikes House nor any part thereof may be removed or demolished without the prior written approval of the President or Chairman of the Board of Directors of the Foundation.

8. No portion of the two lots constituting the 2.24-acre Subject Property may be subdivided, nor shall the two lots or any portion thereof be sold or otherwise conveyed separately.

9. Express written approval of the Foundation is required for removal of living trees greater than 12 inches in diameter at a point 4 feet above the ground from the Subject Property unless immediate removal is necessary for the protection of any persons coming onto the Subject Property or of the general public; for the prevention or treatment of disease; or for the protection and safety of the Dr. G.T. and Maggie Sikes House or other permanent improvements on the Subject Property. Any tree of the aforementioned size which must be removed shall be replaced within a reasonable time by a new tree of a substantially similar species. If so requested, the Foundation may approve the use of an alternate species.

Covenant to Obey Public Laws

10. The Grantee shall abide by all federal, state, and local laws and ordinances regulating the rehabilitation, maintenance and use of the Subject Property.

Right of First Refusal

11. In case of any contemplated sale of the Subject Property or any portion thereof by the Grantee or any successor in title thereto, first refusal as to any bona fide offer of purchase must be given to the Foundation, its successors or assigns. If the Foundation so decides to purchase, it shall notify the then owner of its willingness to buy upon the same terms within thirty (30) days of receipt of written notice of such bona fide offer. Failure of the Foundation to notify the then owner of its intention to exercise this right of first refusal within such thirty (30) day period shall free the owner to sell pursuant to the bona fide offer. The Foundation may, in its discretion, waive its right of first refusal in writing, upon written receipt of such bona fide offer. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the property, any right to repurchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

Inspection

12. Representatives of the Foundation shall have the right to enter the Subject Property at reasonable times, after giving reasonable notice, for the purpose of inspecting the buildings and grounds to determine if there is compliance by the Grantee with the terms of these Covenants.

Public Access

13. Researchers, scholars, and groups especially interested in historic preservation shall have access to view the interior of the rehabilitated property by special appointment at various times and intervals. Nothing shall be erected or allowed to grow on the Subject Property which would impair the visibility of the property and the buildings from the street level or other public rights of way.

Hazardous Materials

14. The properties the Foundation seeks to protect may contain certain hazards as a result of outdated building practices or use of certain materials that may contain lead paint, asbestos, or some other hazards that may need to be removed or encapsulated before the buildings are habitable. Addressing these problems is one of the challenges of owning and restoring a historic property. The Foundation does not have the resources to correct these problems and cannot take responsibility for the condition of the properties being sold. The Foundation is not liable in any way for any hazards, defects, or other problems with the properties under Covenants.

Extinguishment

15. The Grantee and the Foundation recognize that an unexpected change in the conditions surrounding the Subject property may make impossible or impractical the continued use of the Subject Property for conservation purposes and necessitate the extinguishment of these Covenants. Such an extinguishment must comply with the following requirements:

- (a) The extinguishment must be the result of a final judicial proceeding.

(b) The Foundation shall be entitled to share in the net proceeds resulting from the extinguishment in an amount in accordance with the then applicable regulations of the Internal Revenue Service of the U. S. Department of the Treasury.

(c) The Foundation agrees to apply all of the portion of the net proceeds it receives to the preservation and conservation of other property or buildings having historical or architectural significance to the people of the State of North Carolina.

(d) Net proceeds shall include, without limitation, insurance proceeds, condemnation proceeds or awards, proceeds from a sale in lieu of condemnation, and proceeds from the sale or exchange by Grantee of any portion of the Subject Property after the extinguishment.

Remedies

16. In the event of a violation of Covenants contained in Paragraphs 2, 3, 4, 5, and 6 hereof, the Foundation then shall have an option to purchase the Subject Property, provided that it shall give the Grantee written notice of the nature of the violation and the Grantee shall not have corrected same within the ninety (90) days next following the giving of said notice. The purchase of the Subject Property, pursuant to the exercise of the option retained hereby, shall be at a price equal to the then market value of the Subject Property, subject to Covenants, as determined by agreement of the then owner and the Foundation, or, in the absence of such agreement, by a committee of three appraisers, one to be selected by the Foundation, one to be selected by the then owner, and the other to be designated by the two appraisers selected by the Foundation and the owner respectively. Provided, however, that if there are outstanding deeds of trust or other encumbrances against the property, any right to purchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

17. In the event of a violation of these Covenants, all legal and equitable remedies, including injunctive relief, specific performance, and damages, shall be available to the Foundation. No failure on the part of the Foundation to enforce any of the Covenants herein nor the waiver of any right hereunder by the Foundation shall discharge or invalidate such Covenants, or affect the right of the Foundation to enforce the same in event of a subsequent breach or default. In any case where a court finds that a violation has occurred, the court may require the Grantee to reimburse the Foundation for all expenses incurred in stopping, preventing and correcting the violation, including but not limited to reasonable attorney's fees.

Transfer Fee

18. Except as otherwise provided herein, there shall be assessed by the Foundation and collected from the purchasers of the Subject Property, or any portion thereof subject to these Covenants, a transfer fee equal to twenty-five one-hundredths of one percent (0.25%) of the sales price of such property, or any portion thereof, which transfer fee shall be paid to the Foundation and used by the Foundation for the purpose of preserving the historical, architectural, archeological or cultural aspects of real property. Such fee shall not apply to inter-spousal transfers, transfers by gift, transfers between parents and children, transfers between grandparents and grandchildren, transfers between siblings, transfers between a corporation and any shareholders in the same corporation who owns 10 percent (10%) or more of the stock in such corporation and transfers between a limited liability corporation and any member who owns more than ten percent (10%) of such limited liability corporation, transfers by Will, bequest, intestate succession or transfers to the Foundation (each of the foregoing hereinafter referred to as an "Exempt Transfer"); *provided, however*, that such fee shall not apply to the first non-exempt transfer of the Subject Property, but shall apply to each non-exempt transfer thereafter. In the event of non-payment of such a transfer fee, the amount due shall bear interest at the rate of 12% (twelve percent) per annum from the date of such transfer, shall, together with accrued interest, constitute a lien on the real property, or any portion thereof, subject to these Covenants and shall be subject to foreclosure by the Foundation. In the event that the Foundation is required to foreclose on its lien for the collection of the transfer fee, and/or interest thereon, provided for herein, the Foundation shall be entitled to recover all litigation costs and attorney's fees incurred at such foreclosure, which litigation costs and attorney's fees shall be included as part of the lien and recoverable out of proceeds of the foreclosure sale. The Foundation may require the purchaser and/or seller to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, copies of deeds, affidavits or such other evidence, and purchaser shall be obligated to provide such information within forty-eight (48) hours after receipt of written request for such information from the Foundation.

Insurance

19. Grantee shall insure the Subject Property against damage by fire or other catastrophe. If the original structure is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the building, then insurance proceeds shall be used to rebuild those portions of the Subject Property in accordance with the standards in Exhibit B. The Grantee shall keep the Subject Property insured under a comprehensive liability policy that protects the Grantee and the Foundation against claims for personal injury, death and property damage.

Mortgage Subordination

20. All mortgages and rights in the property of all mortgagees are subject and subordinate at all times to the rights of the Foundation to enforce the purposes of these Covenants. Grantee will provide a copy of these Covenants to all mortgagees of the Subject Property and has caused all mortgagees as of the date of this deed to subordinate the priority of their liens to these Covenants. The subordination provisions as described above relates only to the purposes of these Covenants, namely the preservation of the historic architecture and landscape of the Subject Property.

Duration of Covenants

21. The Grantee does hereby covenant to carry out the duties specified herein, and these Covenants shall be covenants and restrictions running with the land, which the Grantee, its heirs, successors, and assigns, covenants and agrees, in the event the Subject Property is sold or otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the Subject Property.

22. Unless otherwise provided, the Covenants and restrictions set forth above shall run in perpetuity.

EXHIBIT B

**SECRETARY OF THE INTERIOR'S
STANDARDS FOR THE REHABILITATION OF HISTORIC PROPERTIES
(1992)**

REHABILITATION is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

STANDARDS FOR REHABILITATION

1. A property shall be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property shall be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, shall not be undertaken.
4. Changes to a property that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and, where possible, materials. Replacement of missing features shall be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
8. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and shall be compatible with the historical materials, features, size, scale, and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.