

For Registration Sharon A. Davis  
Register of Deeds  
Durham County, NC  
Electronically Recorded  
2018 Feb 05 12:29 PM NC Rev Stamp: \$ 230.00  
Book: 8359 Page: 663 Fee: \$ 26.00  
Instrument Number: 2018003812  
DEED

**NORTH CAROLINA  
GENERAL WARRANTY DEED**

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Excise Tax: \$230.00 Recording Time, Book and Page  
Tax Map No. Parcel Identifier No. 156746

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Mail after recording to: Grantee  
This instrument was prepared by: Edmund D. Milam, Jr., Esq. (without benefit of title exam)

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THIS DEED made this 1 day of Feb, 2018 by and between

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**GRANTOR**

**MARTINEZ COMPANY,**  
*a N.C. corporation*

Grantor's Address:

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**GRANTEE**

**VISTA PROPERTIES & HOMES INC.,**  
*a N.C. corporation*

Property Address: 6 Yadkin St., Durham, NC 27703

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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 Exhibit "A" attached hereto and incorporated herein by reference for the legal description.**

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book 8072, Pages 848-850, Durham County Registry.

A map showing the above described property is recorded in Plat Book 123 , Page 61, as 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:  
Easements and restrictions of record  
Ad Valorem taxes not yet due and payable

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 officer(s), the day and year first above written.

Martinez Company

By: [Signature] (SEAL)  
Title: President

STATE OF NC  
COUNTY OF Durham

I, the undersigned Notary Public of the County or City and State aforesaid, certify that José Luis Martinez personally came before me this day and acknowledged that he/she is the President of Martinez Company, a N.C. corporation, and that by authority duly given and as the act of such entity, he/she signed the forgoing instrument in its name on its behalf as its act and deed. Witness my hand and official stamp or seal, this the 1<sup>st</sup> day of February, 2018.

My Commission Expires: 11/23/2019

[Signature]  
Notary Public  
Print Notary Name: Karen Ayala Cruz



**EXHIBIT "A"**

**BEING all of Lot 42 of Expressway Commerce Center as shown on that plat entitled "Recombination Plat - - Lots 33-36 and 42-44, Expressway Commerce Center" recorded in Plat Book 123, Page 61, Durham County Registry, to which plat reference is hereby made.**

**In order to maintain and enhance property values for all property owners in Expressway Commerce Center Subdivision, the above described property shall be subject to the following restrictive covenants: For as long as Grantor owns land in the aforesaid subdivision, no structure may be constructed on the property unless Grantor has reviewed and approved the then owner's exterior plans, site plan and landscaping plans for such structure, which approval may not be unreasonably withheld; provided, however, if Grantor does not disapprove any such exterior plans, site plan, landscaping plans or revisions to same (collectively, "Plans"), and deliver written notice thereof to Grantee within twenty (20) days after Grantor's receipt of such Plans, then Grantor shall be deemed to have approved such Plans. Grantor hereby agrees and acknowledges that brick on the sides of the building facing any public streets shall be deemed an acceptable exterior building material. All outdoor storage of materials and supplies shall be screened from any public streets or adjoining properties and the overhead doors of any truck loading docks or areas shall not face Person Street, provided however Grantor acknowledges that the sides of trucks or other vehicles unloading at such loading docks or areas may face such streets. The foregoing restrictive covenants shall run with the title to the property and shall be binding upon any subsequent owner of the property and shall remain in existence for a period of twenty (20) years from the date of recording hereof at which time such covenants shall expire and terminate and be of no further force and effect.**

**PIN # 0830-11-67-4099;**

**Property address: 6 Yadkin Street, Durham, NC 27703**