

Filed: 07/14/2015 05:06:18 PM  
Lynn C. Gilliard, Register of Deeds  
Chowan County, NC  
Revenue Tax: \$250.00  
Land Transfer Tax: \$1,250.00

Book 477 PAGE 428 (9)

406268



Excise Tax

Recording Time, Book and Page

Tax Lot No.: \_\_\_\_\_ S \_\_\_\_\_ Parcel Identifier No.: 7804-07-68-904  
Verified by Chowan County on the 14<sup>th</sup> day of July, 2015.  
by \_\_\_\_\_

Mail after recording to: Gray & Lloyd, LLP

This instrument was prepared by: Samuel B. Dixon, Dixon & Thompson Law, PLLC, 117 W. Eden St., Edenton NC 27932

Description for the Index: Hotel Hinton, 113 E. King Street, Edenton, NC

### NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 1st day of July, 2015, by and between

GRANTOR

GRANTEE

**THE HISTORIC PRESERVATION FOUNDATION  
OF NORTH CAROLINA, INC.**

*a North Carolina non-profit corporation*  
P. O. Box 27644  
Raleigh, NC 27611-7644

**HOTEL HINTON, LLC**

P. O. Box 90  
Kill Devil Hills, NC 27948

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 acknowledge, 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 Town of Edenton, First Township, Chowan County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT 'A'

150263

The property hereinabove described was acquired by Grantor by instrument recorded in Book \_\_\_\_\_ Page \_\_\_\_\_  
Chowan County Registry.

TO HAVE AND TO HOLD the aforesaid lots or parcels 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:

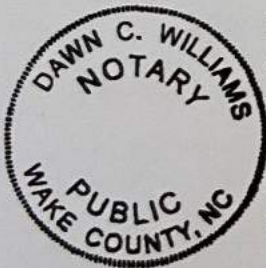
1. Ad valorem taxes for the year 2015.
2. Protective Covenants attached hereto and incorporated herein by reference.

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 by authority of its Board of Directors, 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 - WAKE COUNTY



I, DAWN C. WILLIAMS, A Notary Public of WAKE County, North  
Carolina, do hereby 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 North Carolina Non-Profit Corporation, and that by authority duly given and as the act of the  
Corporation, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 7<sup>th</sup> day of July, 2015.

My commission expires: Feb. 17, 2016

Dawn C. Williams  
Notary Public

EXHIBIT A

That certain tract or parcel of land situate in Edenton Township, Chowan County, North Carolina, more particularly described pursuant to a plat entitled in part "Hotel Hinton SAGA Construction & Development, 113 East King Street, Edenton, Chowan County, North Carolina" under date of June 20, 2014, which plat is of record in Plat Cabinet 2, Page 751, in the Public Registry of Chowan County, as follows:

Beginning at a point situate on the northside of a concrete sidewalk, which sidewalk is on the northside of East King Street, and which point is on the line of division between the property described herein and that now or formerly belonging to Ellis, which Ellis property is described in Deed Book 154, Page 167, of the Chowan County Public Registry and which point beginning is located in the southeast corner of said Ellis lot; thence North 21° 31' 05" east a distance of 123.58 feet to a point on the line of division between the property described herein and other property belonging to Chowan County, described in Deed Book 11, Page 46, and Deed Book 15, Page 391, of the Chowan County Public Registry; thence south 68° 28' 55" east a distance of 136.50 feet to a railroad spike set; thence south 21° 31' 05" west a distance of 124.24 feet to the northside of the aforementioned sidewalk; thence continuing along the northside of said sidewalk North 68° 28' 55" west a distance of 136.50 feet back to the point and place of beginning.

WHEREAS, the Board of Trustees of the County of Chowan has enacted the Historic Preservation and Conservation Act, which act contains provisions, restrictions, covenants, conditions, and requirements for the preservation of a structure or site of historical, architectural, archaeological or scientific significance.

NOW THEREFORE, the parties hereto agree that the Subject Property shall be subject to the provisions, restrictions, conditions and requirements of the Historic Preservation and Conservation Act.

4. Administration of Covenants. These Covenants shall be administered solely by The Historic Preservation Foundation of Chowan County, North Carolina, or its successors in interest or assigns. In the event of the death of the Foundation, its successors or assigns shall be the sole party entitled to enforce these Covenants. It is the intent of the Foundation, in its capacity as the administrator of these Covenants, to enforce the same to the fullest extent of the law and to take such action as may be necessary to carry out its duties and obligations which are imposed upon it as a non-profit corporation or organization which exists for the benefit of the community. The Foundation shall be deemed to have acted in good faith and in the best interests of the community in carrying out its duties and obligations. If so such compliance is required by such regulations, then such regulations shall be deemed to be part of the terms of these Covenants, which shall be the sole party entitled to enforce these Covenants.

Notwithstanding to whomsoever the same are assigned or otherwise transferred, the parties hereto agree that the provisions, restrictions, conditions and requirements of the Historic Preservation and Conservation Act shall be deemed to be part of the terms of these Covenants, which shall be the sole party entitled to enforce these Covenants.

**EXHIBIT B**

**PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE HOTEL HINTON**

**WHEREAS**, the Hotel Hinton located at 113 East King Street, Edenton, Chowan County, North Carolina, hereinafter referred to as the Subject Property, is a building of recognized historical, cultural and architectural significance; and

**WHEREAS**, The Historic Preservation Foundation of North Carolina, Inc. (hereafter the Foundation) and the Grantee both desire that the historic Hotel Hinton be rehabilitated and preserved for the enjoyment and edification of future generations; 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 Subject Property shall not be subdivided 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**, Grantee hereby agrees that the Subject Property shall be and shall permanently remain subject to the following covenants, conditions and restrictions (hereafter these Covenants):

1. **Administration of Covenants.** 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. **Rehabilitation and Maintenance.** Grantee covenants and agrees to rehabilitate the Hotel Hinton 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, after

rehabilitation, 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), the same being incorporated herein by reference as if set out word for word and attached hereto as Appendix I, so as to preserve the historical integrity of features, materials, appearances, workmanship and environment of the Subject Property. Maintenance shall be continuously provided.

3. Exterior Modifications. Unless prior written approval by the President or Chairman of the Board of Directors of the Foundation is obtained, no physical or structural alternation or change in the color, material or surfacing of the exterior of the Hotel Hinton shall be made unless prior written approval by the President or Chairman of the Board of Directors of the Foundation is obtained.
4. Additional Exterior Structure(s). 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 when such design is compatible with the size, color, material and character of the Subject Property and its environment.
5. Interior Features of Architectural Significance. Grantee and the Foundation hereby agree that the interior architectural features listed below are elements which contribute to the architectural significance of the Hotel Hinton:
  - (a) The original ceiling height and ceiling beams;
  - (b) The posts located on first floor reception area, the same being enclosed with paneled classical covers and featuring composite capitals;
  - (c) The location of the original central stairway and elevator in the first floor reception area;
  - (d) The five (5) original storefront transoms on the first floor;
  - (e) Tall baseboards; detailed door surrounds with plinth bases and molded cornices; window surrounds and transoms (each of the foregoing located throughout the building); and
  - (f) The original doors featuring six (6) raised vertical panels and raised panel transoms located on the second, third and fourth floors.

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.

6. Removal or Demolition. Grantee, its successors in interest or assigns shall not cause the Hotel Hinton or any part thereof to be removed or demolished without the prior written approval of the President or Chairman of the Board of Directors of the Foundation.
7. Subdivision. No portion of the Subject Property may be subdivided.
8. Removal of Living Trees. No living trees greater than twelve inches (12") in diameter at a point four feet (4') above the ground shall be removed from the Subject Property without the express written approval of the Foundation, 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 Hotel Hinton 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.
9. Controlling Architectural and Design Plans. Notwithstanding anything herein to the contrary, in order to minimize conflicts between public regulatory agencies and these covenants, the Foundation agrees that it will defer to any written determination by the National Park Service that an alteration to the Subject Property meets the Secretary of the Interior's Standards for Rehabilitation. Upon obtaining such determination, the Grantors shall provide a copy to the Foundation, and the decision will be binding on the Foundation.
10. Covenant to Obey Public Laws. Grantee shall abide by all federal, state and local laws and ordinances regulating the rehabilitation, maintenance and use of the Subject Property.
11. Right of First Refusal. 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. This paragraph shall not apply to the sales of individual condominium units within existing buildings, nor shall it apply to a sale by the Grantee to any of its members or managers.
12. Inspection. Representatives of the Foundation shall have the right to enter the Subject Property at reasonable times, after giving reasonable notice and subject to the rights of residential tenants, for the purpose of inspecting the buildings and grounds to determine if there is compliance by the Grantee with the terms of these covenants.
13. Public Access. 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 during each year. The general public shall have access to the Subject Property to view the exterior and interior features herein protected at the Grantee's discretion at various times and intervals during each year at times both desirable to the public and convenient to Grantee. 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, provided that such restriction shall not apply to temporary structures erected for the purpose of construction, maintenance or repair work.

14. Hazardous Materials. 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 other hazards that must be removed or encapsulated before such properties are habitable. Addressing such hazards is one of the challenges of owning and restoring a historic property. The Foundation does not have the resources to correct these hazards 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 associated with such properties.
15. Extinguishment. 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 properties or buildings having historical or architectural significance to the people of the State of North Carolina; and
  - (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 extinguishment.
16. Option to Purchase. In the event of a violation of the covenants, conditions and restrictions 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 Grantee written notice of the nature of the violation and 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 exercised by the Foundation within the ninety (90) days next following the expiration of the ninety (90) day curative period created hereby, and shall be at a price equal to the then market value of the Subject Property, subject to and as reduced in value by these 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 Subject 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. Other Remedies. 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 covenant, condition

or restriction created hereby, nor the waiver by the Foundation of any right created hereunder, shall discharge or invalidate any covenant, condition or restriction hereof, or affect the right of the Foundation to enforce the same in event of a subsequent breach or default. As between Grantee, the Foundation and their respective successors in interest or assigns, the prevailing party in any legal or equitable action arising from this Protective Covenants, Conditions and Restrictions for the Hotel Hinton shall be entitled to reimbursement of expenses incurred in connection with any such action, including but not limited to reasonable attorney's fees.

18. Insurance. 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 Appendix I. The Grantee shall keep the Subject Property insured under a comprehensive general liability policy that protects the Grantee and the Foundation against claims for personal injury, death and property damage.
19. Mortgage Subordination. All mortgages and rights in the Subject 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 shall provide a copy of these Covenants to all mortgagees of the Subject Property. The subordination provisions described above relate only to the purposes of these Covenants, namely the preservation of the historic architecture and landscape of the Subject Property.
20. Duration of Covenants. Unless otherwise provided, these Covenants shall run in perpetuity with the land. Grantee does hereby covenant to carry out the duties specified herein, which the Grantee, its successors in interest and assigns covenant and agree, 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.

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**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.