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NORTH CAROLINA  
YADKIN COUNTY

DECLARATION OF DEDICATION  
RESIDENTIAL DEVELOPMENT

THIS DECLARATION OF DEDICATION OF RESIDENTIAL DEVELOPMENT made and entered into this the 18th day of October, 1980 by G. Marquis Greene and wife, Elizabeth D. Greene of Lincoln County, N. C. and M. Neil Finger and wife, Mary Ann B. Finger of Yadkin County, N. C., the sole owners of that parcel of real property hereinbelow described and the said owners have agreed to and do hereby dedicate the below described parcel of real property and all the lots or parcels located in the subdivision herein after described and situated in Knobs Township, Yadkin County, North Carolina, and do hereby make their declaration of said dedication for and in consideration of the benefits to be derived from same by the parties hereto and their vendees, successors or assigns, and declare that said property shall hereafter be an exclusive restricted residential development, and that this declaration and covenants herein contained shall be binding upon the parties hereto, their heirs, successors, vendees, grantees and assigns, and said covenant shall run with the land for a period of twenty-five (25) years from the date hereof and shall be automatically extended in ten (10) year successive intervals thereafter unless all the owners of said property shall agree and an instrument in writing to so abandon or revoke all the restrictive covenants herein set out. The parcel of real property hereby declared to be so dedicated is more particularly described as follows:

BEING that property and all of the lots or tracts to which the same as been subdivided as shown on the plat of Woodland Trails, recorded in Plat Book 5, pages 219 and 220 of the plat registry of the office of the Register of Deeds, Yadkin County, North Carolina.

The restrictive covenants applying to the property hereinbefore described shall be as follows:

1. These lots or tracts of land shall be used only for residential purposes.

2. No residence shall be erected on this lot or tract of land unless the main body of the structure, exclusive of porches, terraces, basement, breezeways, carports and garages contain EIGHT HUNDRED (800) or more square feet of inside heated floor space.

3. No structure of temporary character, mobile home, house trailer, double-wide mobile home, modular unit, camper or other type structure or unit shall be placed on, maintained, or used on this lot or tract of land at any time for any purpose and particularly as a residence, either temporarily or permanently.

4. This lot or tract of land shall not be used for any kind of commercial enterprise nor establishment.

5. No hogs, cattle or poultry of any kind or description shall be raised, bred maintained or kept on this lot or tract of land; provided, however, that dogs, cats or other household pets may be kept on said lot or tract of land.

6. No junk or any kind or description or any junked or inoperative motor vehicle shall be stored, kept, or placed on any portion of this lot or tract of land.

7. No residence or outbuilding shall be built on this lot or tract of land with exposed cinder block, cement block, styalite block or any other like or similar block construction.

8. No residence or other building shall be constructed within twenty (20) feet to the front property line nor within ten (10) feet of the side property lines.

9. All water, sewer, and septic tanks constructed or installed on this lot or tract of land shall comply with all governmental regulations applying to this area. No outside toilets shall be erected in this subdivision.

Enforcement of the above restrictive covenants shall be by proceedings at law or in equity against any personal

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persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

And the parties hereto do covenant that they are seized of the property hereinbefore described in fee simple and have the right to restrict the above described property as aforesaid and that each party hereto does bargain and so restrict and dedicate the foregoing real property for themselves, their heirs, successors, grantees and assigns, as aforesaid.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

|                                 |  |
|---------------------------------|--|
| <u>G. Marquis Greene</u> (SEAL) | <u>Elizabeth D. Greene</u> (SEAL)<br>Elizabeth D. Greene |
| <u>M. Neil Finger</u> (SEAL)    | <u>Mary Ann B. Finger</u> (SEAL)<br>Mary Ann B. Finger   |

NORTH CAROLINA }  
YADKIN COUNTY }

I, Christine P. Cheek, a Notary Public, do hereby certify that G. Marquis Greene and wife, Elizabeth D. Greene and M. Neil Finger and wife, Mary Ann B. Finger personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 18<sup>th</sup> day of October, 1980.

Christine P. Cheek  
Notary Public

My Commission Expires: May 1, 1984  
CHRISTINE P. CHEEK  
NOTARY PUBLIC  
YADKIN COUNTY, N. C.

STATE OF NORTH CAROLINA, COUNTY OF YADKIN.

The foregoing certificate(s) of Christine P. Cheek Notary Public/Notaries Public,  
 is (are) certified to be correct. This instrument was presented for registration this 22<sup>nd</sup> day of October, 1980,  
 at 1:45 PM, and duly recorded in the office of the Register of Deeds of Yadkin County, North Carolina in Book....., Page.....  
 This the 22<sup>nd</sup> day of October, A.D., 1980  
 Billie N. Renegar  
 REGISTER OF DEEDS

By: Mary Jane Casstres  
ASSISTANT DEPUTY REGISTER OF DEEDS.