

RB303 P0620

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| NORTH CAROLINA |) | <u>DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS</u> |
| |) | |
| YADKIN COUNTY |) | |

KNOW ALL MEN BY THESE PRESENTS: That this Declaration of Covenants, Conditions and Restrictions, made and entered into on this 2 day of July, 1990, by Gonzales and Wilkinson, a North Carolina General Partnership, (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of the five tracts shown on an unrecorded plat of survey of development entitled "Gonzales & Wilkinson" by K. Wayne Horton, RLS, dated September 6, 1988, and desires to impose certain restrictions and conditions upon present and future owners of said tracts.

NOW, THEREFORE, the undersigned hereby covenant and agree, for themselves and their heirs and assigns, with all persons, firms, corporations, or other parties hereafter acquiring title to tracts in aforesaid development, that all of the said tracts are hereby subjected to the following restrictions and conditions as to the use thereof, said conditions and restrictions to be appurtenant to and to run with all of the tracts in said development, by whomsoever owned.

1. USE OF TRACTS: No tract shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any tract other than one detached single-family residence and its customary accessory buildings and uses, which may include, but are not specifically limited to, barns, garages and storage buildings, each of which must be in a state of finished construction within one year of commencement of construction.

2. SUBDIVISION OF TRACTS: No residence shall be erected on less than one tract and no tract shall be subdivided except that two owners may subdivide a tract between them, but only one residence shall be built on the combined original and subdivided portion of any tract.

3. DWELLING SIZE RESTRICTIONS: No dwelling shall be built, erected, altered or used unless it shall contain at least 2500 square feet of heated and finished floor space, to be measured from outside wall lines, for the main body of the structure, exclusive of porches, garages, terraces, and basements.

4. SET BACK RESTRICTIONS: As to each tract, there shall be total minimum side yards not less than 25 feet in width, no one of which shall be less than 10 feet in width. No building or part of building other than steps, open porches, overhanging eaves or cornices shall extend nearer the front property line than 100 feet. Each building shall face the access easement granted by the owner herein.

5. EXPOSED FOUNDATIONS: No portion of any building erected on this property shall have exposed concrete blocks on the exterior; stucco or surewall foundations are acceptable.

6. ANIMALS: No swine, cattle, goats, sheep, or poultry of any kind shall be raised, bred, or kept on any tract, except that dogs, cats, horses or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and provided they are not permitted to become a nuisance to the neighborhood.

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7. GARBAGE AND REFUSE DISPOSAL: No tract shall be used or maintained as a dumping ground for refuse or rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any tract at any time as a residence, either temporary or permanently.

9. ACCESS ROADWAY: The roadbed and shoulders of the forty-foot private access roadway serving the properties herein shall be maintained in an all-weather condition at the expense of those property owners served by the easement, one-sixth each. (James Kelly Wilkinson, Jr., his heirs, successors and assigns constituting the sixth property). Should additional properties be served by the access roadway in the future, the shares shall be repro-rated.

10. SIGNS: No sign of any kind shall be displayed to the public view on any tract except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.

11. NUISANCES: No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. PARKING: The parking of boats and campers or unregistered or unlicensed automobiles for more than twenty-four (24) hours shall not be permitted.

13. SCREENING: The erection of clothes lines or satellite dishes, the maintenance of exterior garbage cans, the storage of boats, campers and trailers in clear view of the access drive to the properties herein, shall not be permitted unless stored in a screened enclosure, either man-made or natural.

14. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. DEVELOPER'S RIGHT OF MODIFICATION: Gonzales and Wilkinson have developed this subdivision pursuant to a general plan or theme of development, and does not intend to abandon this general plan. However, Gonzales and Wilkinson reserve the right to cancel, modify, or change any of the above restrictions by the written consent of Gonzales and Wilkinson which written consent shall be duly executed, acknowledged, and recorded in the Office of the Register of Deeds of Yadkin County, North Carolina, and which written consent may be given or withheld within the uncontrolled and sole discretion of Gonzales and Wilkinson as Gonzales and Wilkinson may deem best for the general plan or scheme of development.

16. **APPLICABLE PERIOD:** The foregoing covenants, restrictions, and conditions shall remain in full force and effect, unless sooner changed in accordance with Paragraph (15) herein, until December 31, 2024, at which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of five years unless by a vote of a two-thirds of the then owners of the tracts it is agreed to change the said covenants in whole or in part.


It is expressly understood and agreed between Gonzales and Wilkinson all subsequent Purchasers of tracts in the development that all conveyances of tracts or tract in said development are made subject to the foregoing covenants, conditions and restrictions, and that they are for the protection and general welfare of the development and shall be covenant running with the land and binding upon all parties purchasing tracts in said development and their heirs, successors, assigns, administrators, or executors.


No captions or titles in this declaration of covenants, restrictions and conditions shall be considered in the interpretation of any of the provision hereof.

In case of conflict between any of the foregoing provisions and any Zoning Ordinances (or exceptions thereto which may lawfully be made by the Zoning Board of Adjustment) or laws which may be in effect, or which may hereafter be enacted, such zoning ordinances or laws shall control.

Invalidation of any one of these covenants, restrictions, or conditions by judgment or Court order shall in no wise affect any of the provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the General Partners of Gonzales and Wilkinson have hereunto set their hands and seals this the 2nd day of May, 1990.



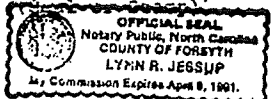
JAMES KELLY WILKINSON, JR. (SEAL)


REUBEN D. GONZALES (SEAL)

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NORTH CAROLINA)
FORSYTH COUNTY)

On this 2nd day of May, 1990
personally appeared before me, this said named James Kelly Wilkins
to me known and known to me to be the person(s) described in
and who executed the foregoing instrument and they/he/she
acknowledged that they/he/she executed the same and being duly
sworn by me, made oath that the statements in the foregoing
instrument are true.

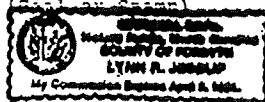


Lynn R. Jessup
Notary Public

My Commission Expires:
April 9, 1991

NORTH CAROLINA)
FORSYTH COUNTY)

On this 2nd day of May, 1990
personally appeared before me, this said named Rubin D. Gonzales
to me known and known to me to be the person(s) described in
and who executed the foregoing instrument and they/he/she
acknowledged that they/he/she executed the same and being duly
sworn by me, made oath that the statements in the foregoing
instrument are true.



Lynn R. Jessup
Notary Public

My Commission Expires:
April 9, 1991

NORTH CAROLINA)
FORSYTH COUNTY)

The foregoing (or annexed) certificate of _____
Lynn R. Jessup
is certified to be correct.
This the 2nd day of May, 1990.

Register of Deeds
BY Billie N. Pusey

FILED
YADKIN COUNTY, N.C.
MAY 2 12 33 PM '90
BOOK PAGE
BILLIE N. PUSEY
REGISTER OF DEEDS
Probate Fee \$1.00 paid