

RB465 P0505

limited to payment of dues to the Westridge Farm Property Owners Association required by paragraph 18 of the Declaration, said dues not to begin until Stimpson obtains subdivision approval of the three (3) lots.

WHEREAS, the Owners have no objection to annexing the said three (3) lots to the Westridge Farm subdivision and making the said three (3) lots subject to the Declaration and permitting the three (3) lots access over Westridge Farm Road. (See Lots 2, 3 and 4 on Plat Book 7, Page 314)

WHEREAS, the Stimpson property which is annexed and made a part of Westridge Farm is more particularly described as follows:

BEING that portion of the seven (7) acre tract conveyed to Stimpson by deed recorded in Deed Book 460, Page 272, Yadkin County Registry which contains three (3) lots which front on Westridge Farm Road and which will contain at least one (1) acre each. The said lots will be more particularly described by a recorded plat or by a deed describing the three (3) lots and recorded in the office of the Register of Deeds for Yadkin County.

NOW, THEREFORE, the Owners and Stimpson hereby declare that the three (3) lots described above shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions set forth in the Declaration recorded in Book 282, page 0438, Yadkin County Registry. Said lots shall become part of Westridge Farm Property Owners Association and shall have all rights of access to Westridge Farm Road that the Owners have to said road. The conditions and requirements of the said Declaration shall run with the said three (3) lots and shall be binding on all parties having any right, title or interest in the above-described property or any part thereof, and shall be binding upon their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

Notwithstanding the foregoing, if Stimpson is unable to obtain subdivision approval to have the said three (3) lots front on and access from Westridge Farm Road within one (1) year from the date of recording this Annexation Agreement, this Agreement shall be null and void and of no further force and effect.

The undersigned further agree that this agreement shall be binding in all respects on the parties even if Stimpson's three (3) lots have not been exactly described at the time of recording of this agreement so long as a plat or deed describing said lots has been recorded within one (1) year of the date of recording this agreement.

IN WITNESS WHEREOF, the undersigned have hereunto fixed their hands and seals as of the day and year first above written.

[See next page for signatures]

OWNERS:

Lots 1 and 2:

Gregory T. Harmon (SEAL)
Gregory T. Harmon

Tracy H. Harmon (SEAL)
Tracy H. Harmon

Lot 3:

John A. Fulk, Jr. (SEAL)
John A. Fulk, Jr., Unmarried

_____ (SEAL)

Lot 4

Bradley D. Bright (SEAL)
Bradley D. Bright

Michelle E. Bright (SEAL)
Michelle E. Bright

Lot 5

Douglas H. Monroe (SEAL)
Douglas H. Monroe

Nicloe S. Monroe (SEAL)
Nicloe S. Monroe

Lot 6

Michael J. Lee (SEAL)
Michael J. Lee

Micko K. Lee (SEAL)
Micko K. Lee

Lot 7

Paul E. Juras (SEAL)
Paul E. Juras

Patricia C. Juras (SEAL)
Patricia C. Juras

CORNATZERS:

Jerry W. Cornatzer (SEAL)
Jerry W. Cornatzer

Glenda M. Cornatzer (SEAL)
Glenda M. Cornatzer

STIMPSONS:

C. Aubrey Stimpson (SEAL)
C. Aubrey Stimpson

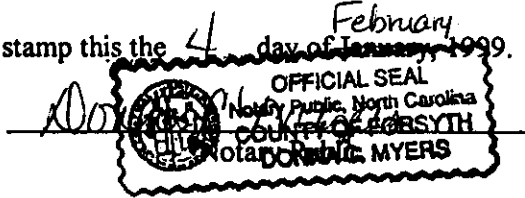
Michelle M. Stimpson (SEAL)
Michelle M. Stimpson

State of North Carolina)
County of Forsyth) Lot 5

I, Donna C. Myers, a Notary Public of Forsyth County, State of North Carolina, do hereby certify that Douglas H. Monroe and wife, Nicole S. Monroe personally appeared before me this day and acknowledged the due execution of this Annexation Agreement.

Witness my hand and notarial seal or stamp this the 4 day of February, 1999.

My commission expires:
June 10, 2001

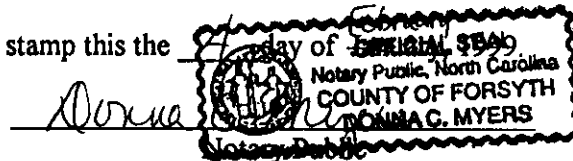


State of North Carolina)
County of Forsyth) Lot 6

I, Donna C. Myers, a Notary Public of Forsyth County, State of North Carolina, do hereby certify that Michael J. Lee and wife, Micko K. Lee personally appeared before me this day and acknowledged the due execution of this Annexation Agreement.

Witness my hand and notarial seal or stamp this the 4 day of February, 1999.

My commission expires:
June 10, 2001

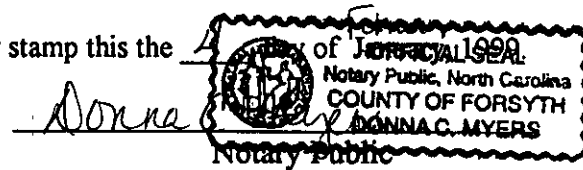


State of North Carolina)
County of Forsyth) Lot 7

I, Donna C. Myers, a Notary Public of Forsyth County, State of North Carolina, do hereby certify that Paul E. Juras and wife, Patricia C. Juras personally appeared before me this day and acknowledged the due execution of this Annexation Agreement.

Witness my hand and notarial seal or stamp this the 4 day of February, 1999.

My commission expires:
June 10, 2001



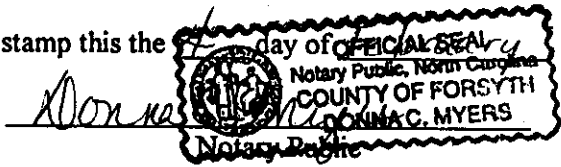
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State of North Carolina)
County of Forsyth)

I, Donna C. Myers, a Notary Public of Forsyth County, State of North Carolina, do hereby certify that C. Aubrey Stimpson and wife, Michelle M. Stimpson personally appeared before me this day and acknowledged the due execution of this Annexation Agreement.

Witness my hand and notarial seal or stamp this the 7 day of February, 1999.

My commission expires: June 10, 2001

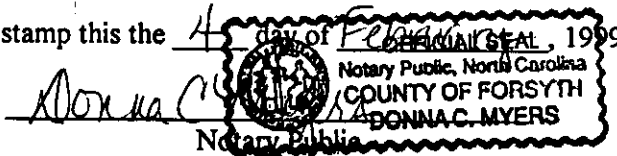


State of North Carolina)
County of Forsyth)

I, Donna C. Myers, a Notary Public of Forsyth County, State of North Carolina, do hereby certify that Jerry W. Cornatzer and wife, Glenda M. Cornatzer personally appeared before me this day and acknowledged the due execution of this Annexation Agreement.

Witness my hand and notarial seal or stamp this the 4 day of February, 1999.

My commission expires: June 10, 2001



NORTH CAROLINA, YADKIN COUNTY

The foregoing certificate of Donna C. Myers

Ted C. Williams

Register of Deeds

By Mary J. Jackson

Deputy/Ass't Register of Deeds

BOOK AND PAGE
TED C. WILLIAMS
REGISTER OF DEEDS

HAR 22 2 33 PM '99

NO.
FILED
YADKIN COUNTY, N.C.

*See Annexation
BK. 465/504*

RB282 P0438

NORTH CAROLINA) DECLARATION OF RESTRICTIVE COVENANTS
) CONDITIONS AND RESERVATIONS
YADKIN COUNTY) WESTRIDGE FARM

KNOW ALL MEN BY THESE PRESENTS, that we, JERRY W. CORNATZER and GLENDA M. CORNATZER, hereinafter called developers, do hereby covenant and agree to and with all persons, firms and corporations hereinafter acquiring lots in the development known as WESTRIDGE FARM, as surveyed and platted by Gizenski Surveying Co., R.S. and recorded in Plat Book 4., Page 224, in the Office of the Register of Deeds of Yadkin County, North Carolina, the said lots being now owned by the developer, that such lots are hereby subjected to the following restrictions as to the use thereof, the said restrictions being appurtenant to and running with the said lands described on said plat and designated as lots in Westridge Farm Development by whomsoever owned. That said restrictions are hereby declared and agreed to be a burden and benefit to any person acquiring or owning any interest in the real property herein described and any improvements thereto, their grantees, successor, heirs, assigns, executors, administrators and devisees. These restrictions shall apply to each and every lot as shown upon the said recorded plat;

1. No lot shall contain less than 1 acres of usable land exclusive of rights of way and, no building or other structure shall be used or built, altered or erected other than a single-family dwelling house and its customary accessory buildings and uses, and no such dwelling house or lot shall be used except for residential purposes; provided, however, developers reserve the right to use any unsold lot or partial lot for additional streets and rights of way for utility purposes. However, except as permitted by developer, no buyer of a lot shall permit or allow any lot or any portion thereof to be used as access to adjacent property, unless said adjacent property is also a lot within this development or any expansion of this development.

2. No building or other structure shall be used as an apartment.

3. The following shall not be permitted:

(a) The keeping of swine and goats; (b) The keeping of more than two domestic animals of any kind; (c) The erection of clothes lines, the maintenance of exterior garbage cans except in bins designed to house same, the storage of boats, campers and trailers in clear view of open area unless stored in a screened enclosure, either man-made or natural, (d) The parking on the streets of boats and campers or vehicle of any kind; (e) Structure of a temporary character, trailers, tents, shacks, or other out building used as temporary residence. Motor vehicles in operable condition, or which will be repaired within 30 days may be kept in the open, otherwise, any such vehicle shall be kept stored in an enclosed area where such vehicle cannot be seen from adjoining property. Workshops for the maintenance of the owners private vehicles or other hobby projects shall be permitted, but buyers shall not be permitted to maintain work shops or out buildings on lots where work is done for the general public on a regular or irregular basis.

4. Only one single-family dwelling shall be used or built, altered or erected to be used, on any one lot as shown on the recorded plat, referred to above except as hereinafter provided.

ZACHARY AND ZACHARY
ATTORNEYS AT LAW
P. O. BOX 608
YADKINVILLE, N. C. 27055
18191 670-8823
18181 723-5185

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5. No lot as shown on the recorded plat shall be subdivided except that any lot may be subdivided and added to the adjoining lots, provided however, only one dwelling house shall be constructed on the combined original lot and subdivided portion of a lot.

6. No dwelling shall be built, erected or used unless it shall contain at least 1800 square feet of floor space if the structure is a one-story building, or at least 2400 square feet of floor space if the building shall be in excess of one-story, with the first story being at least 1600 square feet. The floor space herein referred to shall be exclusive of porches, garages, breezeways, terraces and unfinished basement areas.

7. No building or part of building other than steps, open porches, over-hanging eaves and cornices shall extend nearer to a front property line than 60 feet. In the case of a corner lot, no building or part thereof, may be placed within 30 feet of the side street property line.

8. There shall be a rear yard with a depth of not less than 35 feet. No chain link or wire fences of any type shall be built or erected in the front yard, nor shall any other type fence in excess of 3 feet in height be built or erected in the front yard.

9. There shall be two side yards with a total width of not less than 60 feet, with neither side yard being less than 30 feet.

10. All driveways shall be paved with asphalt or concrete or tar and gravel. All utility lines (electric, telephone, cable, gas, etc.) shall be underground.

11. No building may be moved from another location and placed on any lot in this subdivision. It being required that any dwelling house built on subject property, shall be of new construction and constructed on the premises. No portion of any dwelling erected on this property shall have exposed concrete blocks on the exterior. The roof style of buildings erected on this property shall be limited to mansard, hip and/or gable. Flat roofs are prohibited. No mobile homes shall be permitted on this property, no dwelling shall be permitted in this development which has ever had a motor vehicle title, or which is brought into this development pre-assembled in whole or in part, except that pre-assembled exterior panels shall be permitted and pre-assembled interior portions of dwellings shall be permitted as shall pre-assembled out buildings.

12. No drainage ditches or swales constructed within the street rights of way bordering any lot may be filled or altered in such a manner that impedes the flow of water within the right of way and/or which impedes the flow of water to a catch basin, drainage easement or stream and/or which results in water flowing from any lot onto the adjacent street pavement. No plastic pipes shall be used under driveways within road rights of way. Only materials approved by the North Carolina Department of Transportation shall be used within the road rights of way.

13. It is expressly understood and agreed between the developer and all subsequent purchasers of lots in the development known as Westridge Farm, that all conveyances of a lot or lots 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 lots in said Westridge Farm development and shall be covenants running with the land and binding upon all parties purchasing lots in said Westridge Farm development and their heirs, successors, and assigns, administrators or executors

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and are enforceable by all or any of them, subject to the right herein reserved to remove, extend, amend and modify.

14. The developer reserves and retains an easement extending five feet to each side of all property lines shown on the recorded plat for the installation of utility lines, sewer lines, drainage lines and ditches for the benefit of the lots in said Westridge Farm Development or any land adjacent thereto. The developer further reserves and retains an easement for the installation of sewer lines extending twenty (20) feet on the inside of rear property lines. The right to use such easement(s) may be granted by the developer to utility companies for specific use without the developer disposing of its right to use or to grant additional parties an easement for one or more reserved uses. The developer reserves the right to dispose of or release the easement(s) if not theretofore specifically granted, by the execution of a written release to be recorded in the Office of the Register of Deeds of Yadkin County, North Carolina. The developer further reserves a 50 foot wide total roadway easement along all property lines touching a street to cut, slope and fill for the purpose of meeting Department of Transportation requirements for acceptance if same should ever be done.

15. Notwithstanding any of the foregoing provisions to the contrary the developer reserves the right to use any of the lots or portions thereof owned by the developer for use as recreational areas and amenities for the use and benefit of owners of lots in this section and other sections developed and to be developed by The Developers. Such property may be conveyed by the developer to another for such use with or without monetary consideration.

16. Developers reserves the right to extend, amend, modify or remove these restrictions and any such action shall be evidenced by an instrument in writing and be recorded in the Office of the Register of Deeds, Yadkin County, North Carolina, notwithstanding any of the foregoing, the right to amend and modify shall be in the sole discretion of The Developers, their heirs and specific assigns of such right.

17. The streets shown on the recorded plat have not been constructed in accordance with the North Carolina Department of Transportation's standards for secondary roads at the time of construction. No obligation for future maintenance or installation of streets is assumed by the developer unless otherwise agreed in writing with buyers of Lots.

18. Access to each lot, except Lot 1, and except as the owner of Lot 2 shall desire otherwise, the owner of each lot and the developers shall have access for ingress, egress and regress and for utilities to the lots shown on said plat and developers shall have access for ingress, egress and regress and for utilities to the remainder of their property by way of the access road shown as Westridge Farm Road on the plat of Westridge Farms.

19. The owner of each lot shown on the recorded plat of Westridge Farm which abuts the road shown as Westridge Farm Road shall share equally with the owners of other lots in said Westridge Farm in the maintenance cost of Westridge Farm Road. A yearly payment of \$224.00 by each lot owner abutting Westridge Farm Road shall be made into a savings account in the name of Westridge Farm Property Owners Association which funds shall be used for the maintenance and improvements of said road. The first payment shall be due at closing and subsequent payments due annually on the

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month and day of closing for that property owner. The Westridge Farm property Owners Association shall be composed of all owners of Lots or tracts using said Westridge Farm Road, each having one vote. The annual assessment may be changed from time to time by majority vote of the Homeowners Association and said Homeowners Association may adopt by-laws and other rules and regulations as it deems necessary from time to time. The annual assessment for maintenance and improvement shall be a lien on the lot or tract of any party not paying the annual assessment. All liens for road maintenance and improvement shall be enforced pursuant to Chapter 44 A of the North Carolina General Statutes as any other materialman lien.

20. In the event the subdivision road is paved, all drives to residence shall be graded and stone placed on same to adjoin edge of pavement. All construction traffic shall use this entrance only to gain access to property.

The foregoing covenants, restrictions, conditions and reservations shall remain in full force and effect for a period of thirty-five (35) years from the date hereof, provided the easements reserved and placed in use by such date shall be perpetual until such time as there is a change in use of the character of the property whereby the same or part thereof is no longer required. The right to extend and shorten the time of existence of the restrictions is reserved as above stated.

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

IN WITNESS WHEREOF, the parties hereto have set hereto their hands and seals, this the 19th day of October, 1987.

Jerry W. Cornatzer (SEAL) *Glenda M. Cornatzer* (SEAL)
JERRY W. CORNATZER GLENDA M. CORNATZER

STATE OF NORTH CAROLINA

COUNTY OF YADKIN

I, *Glenda K. Laird*, a Notary Public of Yadkin County, do hereby certify that JERRY W. CORNATZER and wife, GLENDA M. CORNATZER, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the *14th* day of *April*, 1988.

Glenda K. Laird
NOTARY PUBLIC

MY COMMISSION EXPIRES FEB. 21, 1990
1970

STATE OF NORTH CAROLINA, COUNTY OF YADKIN.

The foregoing certificate(s) of *Glenda K. Laird* Notary Public/Notaries Public,

is (are) certified to be correct. This instrument was presented for registration this *18th* day of *April*, 19*88*, at *1:45* A.M., P.M., and duly recorded in the office of the Register of Deeds of Yadkin County, North Carolina in Book..... Page..... This the *18th* day of *April*, A.D., 19*88*.

Billie N. Renegar
REGISTER OF DEEDS

By *Mary June Overton*
ASSISTANT, DEPUTY REGISTER OF DEEDS.