

RB657 P0211

FILED
YADKIN COUNTY, NC
NUMBER _____

2004 MAR 11 A 8:40

REGISTER OF DEEDS

STATE OF NORTH CAROLINA

COUNTY OF YADKIN

**DECLARATION OF RESTRICTIVE COVENANTS,
CONDITIONS AND RESERVATIONS
OF SIMPLICITY ACRES**

KNOW ALL MEN by these presents that **SAMUEL SHERMER AND PATTY SHERMER**, hereinafter called "Developers", do hereby covenant and agree to and with all persons, firms and corporations hereinafter acquiring lots in the development known as "Simplicity Acres", as surveyed and platted by Ronald A. Bell, Jr., Registered Land Surveyor L-3452, on that plat entitled "Samuel and Patty Shermer", and being duly recorded in Plat Book 9, Page 85, Yadkin County Registry; said lots being now owned by the developer, that such lots are hereby subjected to the following restrictions, covenants and reservations as to the use thereof, the said restrictions being appurtenant to and running with said land 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, successors, heirs, assigns, executors, administrators, and devisees. These restrictions shall apply to each and every lot as shown on the said recorded plat, being recorded in Plat Book 9, Page 85, of the Register of Deeds of Yadkin County, North Carolina:

1. The primary purpose of each tract of land shall be single family residential in a typical, rural, agricultural setting. For lots containing two (2) acres or less, 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. Acreage tracts, or those tracts containing more than two (2) acres, may be used for the keeping of horses or cows for non-commercial purposes, provided no pasture enclosure is closer to any public street right of way or property line than fifty (50) feet.

2. No building or other structure shall be used as an apartment, unless it shall be contained in the primary residence as constructed on the subject property.

3. The following shall not be permitted:

- a) The keeping of swine, goats, and poultry of any kind;
- b) The erection of an outdoor clothes line, the maintenance of exterior garbage cans, the storage of boats, campers, trailers in clear view unless stored in a man made screened enclosure;
- c) The parking on the development street known as "Simplicity Drive" of any boats or campers for more than twenty-four (24) hours continually;

ZACHARY ZACHARY
AND ZACHARY
ATTORNEYS AT LAW
P. O. BOX 608
YADKINVILLE, NC 27055
(336) 679-8823
(336) 677-8824

001412

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d) Structure of a temporary character, i.e., trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any part of this property at any time as a temporary or permanent residence.

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

5. No single family dwelling shall be used, built, altered, or erected unless it shall contain the following minimum square footage of heated and finished floor space, exclusive of porches, terraces, breezeways, garages, and basements, except where noted; measurements shall be made from the outside wall line:

a) One story dwellings shall contain not less than 1,700 square feet, finished, heated, liveable floor space, whether or not a basement is planned and constructed, and whether or not said basement is finished or unfinished;

b) Two story dwellings shall contain not less than 1,800 square feet with at least 1,000 square feet of finished, heated, liveable floor space on the ground or street level;

c) One and one-half story dwellings shall contain at least 1,600 square feet of finished, heated, liveable floor space on the ground or street level, with at least 200 square feet of finished, heated, liveable floor space being placed on the second or half story level, for a total of at least 1,800 heated, finished, liveable square feet;

d) Split-foyer or split-level and single story dwellings with a basement area or partial below ground level area, shall contain at least 1,200 square feet of heated, finished, liveable floor space on the main above ground level or levels, and at least 600 square feet of finished, heated, liveable floor space on the basement or partially below ground level. Provided, that such split-foyer or split-level dwellings must have at least 1,700 square feet of finished, heated, liveable floor space on the main or above ground levels where no part of the lower, basement or below ground level is heated and finished.

6. As to Lot No. 1 and Lot No. 2, no building or part of building other than steps, open porches, overhanging eaves and cornices shall extend near to a front property line than fifty (50) feet, where the front property line is evident to be along Union Cross Church Road. In the case where the front property line is evident to be "Simplicity Drive", then the front setback lines shall be forty (40) feet. As to the remaining lots or tracts, no building or part of a building other than steps, open porches, overhanging eaves and cornices shall extend nearer to a front property line than fifty (50) feet.

7. There shall be a rear yard with a depth of not less than twenty-five (25) feet. There shall be two (2) side yards with a total width or not less than thirty (30) feet with neither side yard being less than fifteen (15) feet.

8. No building or structure previously constructed at another location may be moved from another location and placed on any lot or tract in this subdivision. It being required that any dwelling house built or constructed on a lot or tract of the subject property, shall be of new construction and constructed or assembled on the premises. Nothing in these Restrictions shall be construed to prohibit the construction of pre-fabricated, off-frame, on-site assembled modular homes. No doublewide, triplewide or on-frame modulars shall be allowed. Dwellings of single story pre-fabricated, off-frame modular construction shall be allowed only after the developers have given their express written consent after reviewing the plans for such structure. No portion of any dwelling erected on this property shall have

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exposed concrete blocks on the exterior. The roof style of residences erected on this property shall be limited to mansard, hip, and/or gable. Flat roofs are prohibited unless the plans are submitted to the developer and approved in writing by the developer prior to construction beginning.

9. No junk shall be stored or kept upon any lot or tract either on a temporary or permanent basis. "Junk" shall include, but not be limited to, inoperable motor vehicles, motor vehicles not currently licensed, scrap metal, scrap materials of any description, and inoperable farm equipment.

10. Any barn to be constructed on an acreage lot used to house farm animals such as those allowed, namely horses and cows, must be constructed by one or more of the following materials: wood, vinyl, steel or metal. Barns should look traditional in nature. No "arch" buildings, no quonsett huts, no rounds buildings or shelters, no three-sided or "run in" barns, and no barn with flat roofs or to be built or constructed on the property. Any barn constructed shall be not less than 1200 square feet, with a ceiling height no less than 12 feet. The area covered by any leantos or porches do not count toward the minimum square footage as set forth in this article pertaining to barns. Any barn so caused to be placed or constructed on this property shall have a roof pitch of not less than 4/12. Barns are to be built on site or can be pre-fabricated and assembled on site. No barn shall be placed or constructed on Tract No. 3 within 100 feet of the edge of the right of way of Simplicity Drive. As to Tracts 4, 5, 6, and 7, no barns shall be placed or constructed within 150 feet of the edge of the right of way known as Simplicity Drive.

11. If fencing is used, it must be composed of either vinyl, wood or woven wire, being a minimum of 3 rails in height. Round or square posts should measure a minimum of 4 inches in diameter or width, as the case may be, and must be placed no less than 10 feet apart. If using split rail fencing, posts must not be placed more than 8 feet apart. All fences should be a minimum of 50 inches in height. No fencing shall be placed any closer than 4 feet from the edge of the right of way of Simplicity Drive (the right of way being 20 feet on either side of the center of the road). Further, no fencing shall be placed any closer than 1 foot from any property line. All fencing shall be kept structurally sound and neat appearance.

12. No drainage ditches or swells constructed within the street rights of way as shown on the recorded plat, 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 (if any) and/or which results in water flowing from any lots onto the adjacent street pavement. Only materials approved by the North Carolina Department of Transportation shall be used within the road right of way.

13. The street or roadway shown on the recorded plat, being named "Simplicity Drive" has not been constructed in accordance with the North Carolina Department of Transportation standards for secondary roads at the time of construction. No obligation for future maintenance is assumed by the developers.

14. The building setback lines (if any) shown on the recorded plat are a requirement of the Yadkin County Health Department and the Yadkin County Planning Department/Planning Board as prescribed by the Subdivision Ordinance currently in effect. From time to time, the said building setback lines may be modified or removed in total by the Yadkin County Health Department and/or the Yadkin County Planning Department/Planning Board, in its discretion. Minimum building setback

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lines are otherwise governed by these restrictions and other governmental authority.

15. Notwithstanding any of the foregoing provisions to the contrary, the developer reserves the right to use any of the lots and/or tracts, or portions thereof, owned by the developer for use as recreational areas and amenities for the use and benefit of owners of lots or tracts in this property and/or 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. The developers reserve the right to extend, amend, modify or remove these restrictions, and any such actions shall be evidenced by an instrument in writing and be recorded in the Office of the Register of Deeds of 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 successors and specific assigns of such right.

17. It is expressly understood and agreed between the developer and all subsequent purchasers of lots in the development known as "Simplicity Acres" that all conveyances of a lot, lots or tracts 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 known as "Simplicity Acres", and shall be covenants running with the land and binding upon all parties purchasing lots in "Simplicity Acres", their heirs, successors and assigns, administrators or executors, and are enforceable by all or any of them, subject to the right herein reserved to remove, extend and modify.

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 or the character of the property whereby the same or part thereof is no longer required. The right to extend and shorten the time of the existence of restrictions reserved as stated above in paragraph 16.

Invalidation of any one of these covenants by judgement, court order, or by mutual consent of all property owners at the time of said modification shall in no wise affect any of other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Samuel Shermer and Patty Shermer, being the developers, have caused these restrictive covenants to be executed this the 10 day of March, 2004.

Samuel Shermer (SEAL)
SAMUEL SHERMER

Patty Shermer (SEAL)
PATTY SHERMER

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STATE OF NORTH CAROLINA

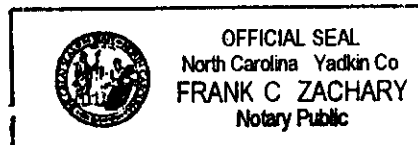
COUNTY OF YADKIN

I, Frank C. Zachary, a Notary Public of County and State aforesaid, do hereby certify that SAMUEL SHERMER AND WIFE, PATTY SHERMER, Developers, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 10th day of March, 2004.

Frank C. Zachary
NOTARY PUBLIC

My Commission Expires: 04/10/2004



NORTH CAROLINA, YADKIN COUNTY
The foregoing certificate of Frank C. Zachary is certified to be correct.
By Karen H. Wagoner
Register of Deeds Deputy/Ass't Register of Deeds

RB773 P0053

FILED
YADKIN COUNTY, NC
KAREN H. WAGONER
REGISTER OF DEEDS

FILED Mar 03, 2006
AT 01:05:05 pm
BOOK 00773
START PAGE 0053
END PAGE 0057
INSTRUMENT # 01261

STATE OF NORTH CAROLINA

COUNTY OF YADKIN

**AMENDED DECLARATION OF RESTRICTIVE COVENANTS,
CONDITIONS AND RESERVATIONS
OF SIMPLICITY FARMS, F/K/A SIMPLICITY ACRES**

KNOW ALL MEN by these presents that **SAMUEL G. SHERMER, TRUSTEE, AND PATTY H. SHERMER, TRUSTEE, Trustees of the Samuel G. Shermer and Patty H. Shermer Charitable Remainder Uni-Trust Agreement, dated June 24, 2003**, hereinafter called "Developers", do hereby covenant and agree to and with all persons, firms and corporations hereinafter acquiring lots in the development known as "Simplicity Farms" (formerly referred to as Simplicity Acres), as surveyed and platted by Ronald A. Bell, Jr., Registered Land Surveyor L-3452, on that plat entitled "Samuel and Patty Shermer", and being duly recorded in Plat Book 9, Page 85, Yadkin County Registry; said lots being now owned by the developer, that such lots are hereby subjected to the following restrictions, covenants and reservations as to the use thereof, the said restrictions being appurtenant to and running with said land 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, successors, heirs, assigns, executors, administrators, and devisees. These restrictions shall apply to each and every lot as shown on the said recorded plat, being recorded in Plat Book 9, Page 85, of the Register of Deeds of Yadkin County, North Carolina:

1. The primary purpose of each tract of land shall be single family residential in a typical, rural, agricultural setting. For lots containing two (2) acres or less, 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. Acreage tracts, or those tracts containing more than two (2) acres, may be used for the keeping of horses or cows for non-commercial purposes, provided no pasture enclosure is closer to any public street right of way or property line than fifty (50) feet.
2. No building or other structure shall be used as an apartment, unless it shall be contained in the primary residence as constructed on the subject property.
3. The following shall not be permitted:
 - a) The keeping of swine, goats, and poultry of any kind;
 - b) The erection of an outdoor clothes line, the maintenance of exterior garbage cans, the storage of boats, campers, trailers in clear view unless stored in a man made screened enclosure;

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c) The parking on the development street known as "Simplicity Drive" of any boats or campers for more than twenty-four (24) hours continually;

d) Structure of a temporary character, i.e., trailer, basement, tent, shack, garage, barn, or other out buildings shall not be used on any part of this property at any time as a temporary or permanent residence.

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

5. No single family dwelling shall be used, built, altered, or erected unless it shall contain the following minimum square footage of heated and finished floor space, exclusive of porches, terraces, breezeways, garages, and basements, except where noted; measurements shall be made from the outside wall line:

a) One story dwellings shall contain not less than 1,700 square feet, finished, heated, liveable floor space, whether or not a basement is planned and constructed, and whether or not said basement is finished or unfinished;

b) Two story dwellings shall contain not less than 1,800 square feet with at least 1,000 square feet of finished, heated, liveable floor space on the ground or street level;

c) One and one-half story dwellings shall contain at least 1,600 square feet of finished, heated, liveable floor space on the ground or street level, with at least 200 square feet of finished, heated, liveable floor space being placed on the second or half story level, for a total of at least 1,800 square feet of heated, finished, liveable floor space;

d) Split-foyer or split-level and single story dwellings with a basement area or partial below ground level area, shall contain at least 1,200 square feet of heated, finished, liveable floor space on the main above ground level or levels, and at least 600 square feet of finished, heated, liveable floor space on the basement or partially below ground level. Provided, that such split-foyer or split-level dwellings must have at least 1,700 square feet of finished, heated, liveable floor space on the main or above ground levels where no part of the lower, basement or below ground level is heated and finished.

6. As to Lot No. 1 and Lot No. 2, no building or part of building other than steps, open porches, overhanging eaves and cornices shall extend near to a front property line than fifty (50) feet, where the front property line is evident to be along Union Cross Church Road. In the case where the front property line is evident to be along "Simplicity Drive", then the front setback lines shall be forty (40) feet. As to the remaining lots or tracts, no building or part of a building other than steps, open porches, overhanging eaves and cornices shall extend nearer to a front property line than fifty (50) feet.

7. There shall be a rear yard with a depth of not less than twenty-five (25) feet. There shall be two (2) side yards with a total width or not less than thirty (30) feet with neither side yard being less than fifteen (15) feet.

8. No building or structure previously constructed at another location may be moved from another location and placed on any lot or tract in this subdivision, it being required that any dwelling house built or constructed on a lot or tract of the subject property, shall be of new construction and constructed or assembled on the premises. Nothing in these Restrictions shall be construed to prohibit the construction of pre-fabricated, off-frame, on-site assembled modular homes. No doublewide, triplewide or on-frame

RB773 P0055

modulars shall be allowed. Dwellings of single story pre-fabricated, off-frame modular construction shall be allowed only after the developers have given their express written consent after reviewing the plans for such structure. No portion of any dwelling erected on this property shall have exposed concrete blocks on the exterior. The roof style of residences erected on this property shall be limited to mansard, hip, and/or gable. Flat roofs are prohibited unless the plans are submitted to the developer and approved in writing by the developer prior to construction beginning.

9. No junk shall be stored or kept upon any lot or tract either on a temporary or permanent basis. "Junk" shall include, but not be limited to, inoperable motor vehicles, motor vehicles not currently licensed, scrap metal, scrap materials of any description, and inoperable farm equipment.

10. Any barn to be constructed on an acreage lot used to house farm animals such as those allowed, namely horses and cows, must be constructed by one or more of the following materials: wood, vinyl, steel or metal. Barns should look traditional in nature. No "arch" buildings, no quonsett huts, no round buildings or shelters, no three-sided or "run in" barns, and no barn with flat roofs are to be built or constructed on the property. Any barn constructed shall be not less than 1200 square feet, with a ceiling height no less than 12 feet. The area covered by any liento or porch connected to the barn do not count toward the minimum square footage as set forth in this article pertaining to barns. Any barn so caused to be placed or constructed on this property shall have a roof pitch of not less than 4/12. Barns are to be built on site or can be pre-fabricated and assembled on site. No barn shall be placed or constructed on Tract No. 3 (as set out in Plat Book 9, Page 85, Yadkin County Registry) within 100 feet of the edge of the right of way of Simplicity Drive. As to Tracts 4, 5, 6, and 7 of said recorded plat, no barns shall be placed or constructed within 150 feet of the edge of the right of way known as Simplicity Drive.

11. If fencing is used, it must be composed of either vinyl, wood or woven wire, being a minimum of 3 rails in height. Round or square posts should measure a minimum of 4 inches in diameter or width, as the case may be, and must be placed no less than 10 feet apart. If using split rail fencing, posts must not be placed more than 8 feet apart. All fences should be a minimum of 50 inches in height. No fencing shall be placed any closer than 4 feet from the edge of the right of way of Simplicity Drive (the right of way being 20 feet on either side of the center of the road). Further, no fencing shall be placed any closer than 4 feet from any property line. All fencing shall be kept structurally sound and of neat appearance.

12. No drainage ditches or swells constructed within the street rights of way as shown on the recorded plat, 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 (if any) and/or which results in water flowing from any lots onto the adjacent street. Only materials approved by the North Carolina Department of Transportation shall be used within the road right of way.

13. The street or roadway shown on the recorded plat, being named "Simplicity Drive", has not been constructed in accordance with the North Carolina Department of Transportation standards for secondary roads at the time of construction. No obligation for future maintenance is assumed by the developers.

14. The building setback lines (if any) shown on the recorded plat are a requirement of the Yadkin County Health Department and the Yadkin County Planning Department/Planning Board as prescribed by the

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Subdivision Ordinance currently in effect. From time to time, the said building setback lines may be modified or removed in total by the Yadkin County Health Department and/or the Yadkin County Planning Department/Planning Board, in its discretion. Minimum building setback lines are otherwise governed by these restrictions and other governmental authority.

15. Notwithstanding any of the foregoing provisions to the contrary, the developer reserves the right to use any of the lots and/or tracts, or portions thereof, owned by the developer for use as recreational areas and amenities for the use and benefit of owners of lots or tracts in this property and/or 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. The developers reserve the right to extend, amend, modify or remove these restrictions, and any such actions shall be evidenced by an instrument in writing and be recorded in the Office of the Register of Deeds of 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 successors and specific assigns of such right.

17. It is expressly understood and agreed between the developer and all subsequent purchasers of lots in the development known as "Simplicity Farms" (formerly referred to as "Simplicity Acres") that all conveyances of a lot, lots or tracts 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 known as "Simplicity Farms", and shall be covenants running with the land and binding upon all parties purchasing lots in "Simplicity Farms", their heirs, successors and assigns, administrators or executors, and are enforceable by all or any of them, subject to the right herein reserved to remove, extend and modify.

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 or the character of the property whereby the same or part thereof is no longer required. The right to extend and shorten the time of the existence of restrictions is reserved as stated above in Paragraph 16.

Invalidation of any one of these covenants by judgement, court order, or by mutual consent of all property owners at the time of said modification shall in no wise affect any of the other provisions which shall remain in full force and effect.

The said developers, being Samuel G. Shermer, Trustee, and Patty H. Shermer, Trustee, execute this Amended Declaration of Restrictive Covenants, Conditions and Reservations of "Simplicity Farms" to make of record a proper declaration of said restrictions as set forth herein in that the property so restricted previously was vested in their Trust, and the said Samuel G. Shermer and Patty H. Shermer desire to impose said restrictions in their capacity as Trustees of their respective Trusts, and further to amend the Restrictions as previously recorded in Book 657, Page 0211, Yadkin County Registry, on the 11th day of March, 2004, and further that the said Samuel G. Shermer, Individually and as Trustee, and Patty H. Shermer, Individually and as Trustee, do state that they have conveyed no lots or a portion of said lots to a third person prior to the recording of these revised restrictions. This amending of the restrictions as previously recorded is made pursuant to the right reserved in Paragraph 16 above.

IN TESTIMONY WHEREOF, Samuel G. Shermer, Trustee, and Patty H. Shermer, Trustee, being the developers, have caused these amended restrictive covenants to be executed this the 30th day of September, 2005.

RB773 P0057

Samuel G. Shermer Trustee (SEAL)
SAMUEL G. SHERMER, TRUSTEE

Patty H. Shermer, Trustee (SEAL)
PATTY H. SHERMER, TRUSTEE

STATE OF NORTH CAROLINA

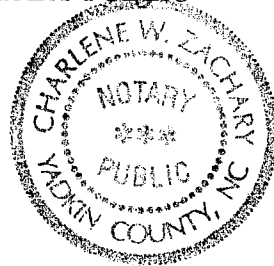
COUNTY OF YADKIN

I, Charlene W. Zachary, a Notary Public of County and State aforesaid, do hereby certify that SAMUEL G. SHERMER, TRUSTEE, AND WIFE, PATTY H. SHERMER, TRUSTEE, Developers, personally appeared before me this day and acknowledged that they are the Trustees of the Samuel G. Shermer and Patty H. Shermer Charitable Remainder Uni-Trust Agreement, dated June 24, 2003, and as such executed the foregoing instrument in their capacity as Trustees.

Witness my hand and notarial seal, this the 30th day of September, 2005.

Charlene W. Zachary
NOTARY PUBLIC

My Commission Expires: 9-26-2008



FILED
YADKIN COUNTY NC
ARIC WILHELM
REGISTER OF DEEDS
FILED Jul 17, 2020
AT 11:03:47 am
BOOK 01293
START PAGE 0638
END PAGE 0640
INSTRUMENT # 02706
EXCISE TAX (None)

STATE OF NORTH CAROLINA
COUNTY OF YADKIN

SECOND AMENDED/CLARIFICATION OF DECLARATION
OF RESTRICTIVE COVENANTS, CONDITIONS
AND RESERVATIONS OF SIMPLICITY FARMS,
F/K/A SIMPLICITY ACRES

THE DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND
RESERVATIONS OF SIMPLICITY ACRES WAS RECORDED IN BOOK 657, PAGE 211,
YADKIN COUNTY REGISTRY, ON MARCH 11, 2004.

THE AMENDED DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS
AND RESERVATIONS OF SIMPLICITY FARMS, F/K/A SIMPLICITY ACRES WAS
RECORDED IN BOOK 773, PAGE 53, YADKIN COUNTY REGISTRY, ON MARCH 3,
2006.

Said Subdivision plat recorded in Plat Book 9, Page 85, Yadkin County Register of
Deeds;

THIS SECOND AMENDED/CLARIFICATION DECLARATION OF RESTRICTIVE
COVENANTS, CONDITIONS AND RESERVATIONS OF SIMPLICITY FARMS, F/K/A
SIMPLICITY ACRES, made and entered into this the 15TH day of July, 2020, hereinafter,
hereinafter referred to as “Declarant.”

WITNESSETH:

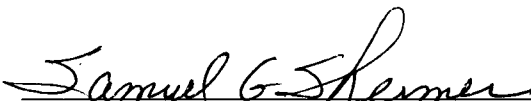
WHEREAS, the Developers are the owners of **SIMPLICITY FARMS, F/K/A
SIMPLICITY ACRES.**

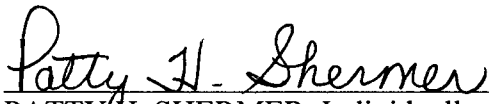
Pursuant to Paragraph 16 in the initial Restrictive Covenants and the Amendment, the
Developers herein are to any extent necessary, extending, amending, modifying, and more
particularly, **clarifying the Restrictive Covenants as follows:**

IN REGARD TO PARAGRAPH NUMBER ONE (1): Lot owners have already previously been cutting hay, that such is necessary in order to keep the fields good order for horses and cows, and to provide food for the animals on site and off site, and that such is not prohibited and the Declaration is amended and **clarified** to expressly permit the growing and cutting of hay for personal use, or to sell to other individuals/farmers, on all said lots in the subdivision.

NOW, THEREFORE, Declarant hereby declares, amends to any degree necessary and clarifies that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions road maintenance agreement which are for the purpose of protecting the value and desirability on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, SAMUEL G. SHERMER, TRUSTEE, AND PATTY H. SHERMER, TRUSTEE, have caused this SECOND AMENDED DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND RESERVATIONS OF SIMPLICITY FARMS, F/K/A SIMPLICITY ACRES amended restrictive covenants to be executed this the ____ day of July, 2020.

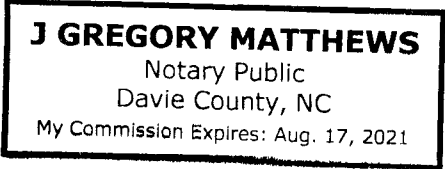
 (SEAL)
SAMUEL G. SHERMER, Individually and as
TRUSTEE OF THE SAMUEL G. SHERMER and
PATTY H. SHERMER CHARITABLE REMAINDER
UNI-TRUST AGREEMENT, DATED JUNE 24, 2003

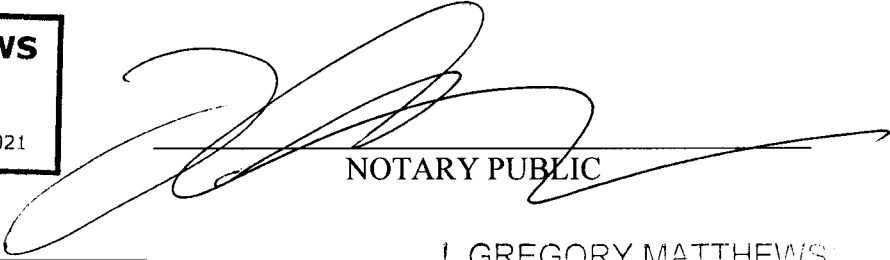
 (SEAL)
PATTY H. SHERMER, Individually and as
TRUSTEE OF THE SAMUEL G. SHERMER and
PATTY H. SHERMER CHARITABLE REMAINDER
UNI-TRUST AGREEMENT, DATED JUNE 24, 2003

STATE OF NORTH CAROLINA – YADKIN COUNTY

I, J. GREGORY MATTHEWS, a Notary Public in and for Davie County and State of North Carolina, do hereby certify that SAMUEL G. SHERMER personally appeared before me and acknowledged the due execution of the foregoing instrument, individually and on behalf of the SAMUEL G. SHERMER AND PATTY H. SHERMER CHARITABLE REMAINDER UNI-TRUST AGREEMENT, DATED JUNE 24, 2003.

WITNESS my hand and notarial stamp or seal, this the 15 day of July, 2020.




NOTARY PUBLIC

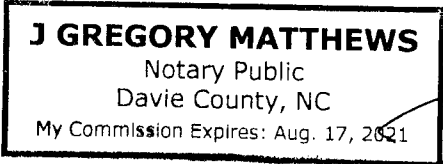
My Commission Expires: _____

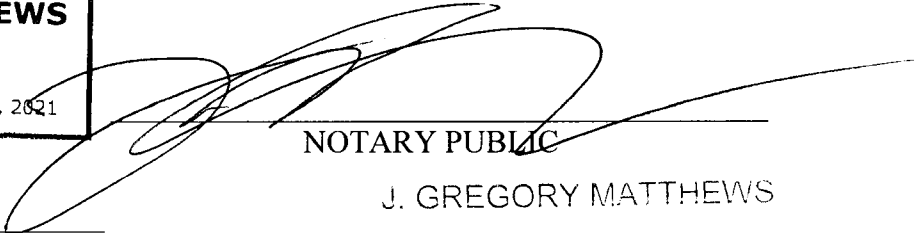
J. GREGORY MATTHEWS

STATE OF NORTH CAROLINA – YADKIN COUNTY

I, J. GREGORY MATTHEWS, a Notary Public in and for Davie County and State of North Carolina, do hereby certify that PATTY H. SHERMER personally appeared before me and acknowledged the due execution of the foregoing instrument, individually and on behalf of the SAMUEL G. SHERMER AND PATTY H. SHERMER CHARITABLE REMAINDER UNI-TRUST AGREEMENT, DATED JUNE 24, 2003.

WITNESS my hand and notarial stamp or seal, this the 15 day of July, 2020.




NOTARY PUBLIC

My Commission Expires: _____

J. GREGORY MATTHEWS