

NB275 P0755

NORTH CAROLINA )  
                  )     DECLARATION OF RESTRICTIVE COVENANTS  
                  )     CONDITIONS AND RESERVATIONS  
YADKIN COUNTY    )     OF HATTIE'S VIEW DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS, that CLYDE DINKINS and wife, MYRTLE W. DINKINS, and PAUL R. STEELMAN and wife, LILLIE MAE STEELMAN, and BILLY H. STEELMAN and wife, LETA H. STEELMAN, hereinafter called developers, do hereby covenant and agree to and with all persons, firms and corporations hereinafter acquiring lots in the development known as HATTIE'S VIEW DEVELOPMENT, as surveyed and platted by T. Roy Sheek, R.S. and recorded in Plat Book ...6..., page(s) 294....., 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 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, 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 .5 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. The lands in this development are restricted to residential use only.

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 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 for more than twenty four (24) hours; (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 90 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. Mobile homes are permitted in this

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subdivision so long as same is placed on a foundation or is completely underpinned with metal, masonry or wood or other material which completely blocks the view of the underside of the mobile home. No mobile home at the time it is placed on the property shall be more than five years old, and only one mobile home or residence per lot on the plat shall be permitted at any time. If a residence is later built on the lot shown on the plat, the mobile home shall be removed and the site cleaned up so that one cannot tell where the mobile home was situated.

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 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 unheated and unfinished basements, except where noted; measurements shall be made from the outside wall lines.

(a) One story dwellings shall contain not less than 840 square feet.

(b) Two-story dwellings shall contain not less than 1200 square feet with at least 800 square feet of such space on the ground or street level.

(c) Split Foyer, Split-Level and Single story dwellings with a basement area or partial below ground level area shall contain at least 840 square feet on the main above ground level or levels and at least 400 square feet on the basement or partially below ground level. Provided, such dwellings may have at least 840 square feet on the main or above ground level or levels and have no area in the lower or basement level heated and finished.

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 40 feet of the side street property line. This shall apply to out buildings and storage buildings also. Developers reserve the right to reduce the above distances if developer deems it necessary.

8. There shall be a rear yard with a depth of not less than 25 feet. No chain link fences 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. Developers reserve the right to reduce the above distances if developer deems it necessary.

9. There shall be two side yards with a total width of not less than 50 feet, with neither side yard being less than 25 feet. This shall apply to outbuildings and storage buildings also. Developers reserve the right to reduce the above distances if developer deems it necessary.

10. All driveways shall be paved with asphalt or concrete or tar and gravel or crush-a-run, but shall not be a dirt driveway.

11. No building except mobile homes, may be moved from another location and placed on any lot in this subdivision.

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It being required that any dwelling house built on subject property, except mobile homes shall be of new construction and constructed on the premises. The roof style of buildings erected on this property shall be limited to mansard, hip and/or gable. Flat roofs are prohibited unless the plans are submitted to the developers and approved, prior to construction beginning, in writing.

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. 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 HATTIE'S VIEW, 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 development and shall be covenants running with the land and binding upon all parties purchasing lots in the development and 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, 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 HATTIE'S VIEW or any land adjacent thereto. The developer further reserves and retains an easement for the installation of utility lines extending ten (10) feet to each side of all rear property lines (20 foot wide in total). 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 10 foot wide easement along all property lines touching a dedicated street to cut, slope and fill for the purpose of meeting Department of Transportation requirements for acceptance.

16. Notwithstanding any of the foregoing provisions to the contrary the developers reserve 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 developers to another for such use with or without monetary consideration.

Developers own other lands deeded to them by HATTIE NELL YALE, and they specifically reserve the right to use or restrict those areas covered by the deed from HATTIE NELL YALE to Developers but not covered by the plat of HATTIE'S VIEW as Developers see fit and in Developers best interest.

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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 Developers have hereunto set their hand and seal, the day and year first above written.

*Clyde Dinkins*  
CLYDE DINKINS

*Myrtle W. Dinkins*  
MYRTLE W. DINKINS

*Paul R. Steelman*  
PAUL R. STEELMAN

*Lillie Mae Steelman*  
LILLIE MAE STEELMAN

*Billy H. Steelman*  
BILLY H. STEELMAN

*Leta H. Steelman*  
LETA H. STEELMAN

STATE OF NORTH CAROLINA, YADKIN COUNTY,

I, *Lee Zachary*, a Notary Public of said County, do hereby certify that CLYDE DINKINS and wife, MYRTLE W. DINKINS, developers, personally appeared before me this day and acknowledged the execution of the foregoing deed.

WITNESS MY HAND AND SEAL, this the *18th* day of *August*, 1987 and acknowledged the execution of the foregoing deed.

My Commission Expires: *June 2, 1991* ..... (Seal)  
NOTARY PUBLIC

STATE OF NORTH CAROLINA, YADKIN COUNTY,

I, *Lynn D. Crater*, a Notary Public of said County, do hereby certify that PAUL R. STEELMAN and wife, LILLIE MAE STEELMAN, developers, personally appeared before me this day and acknowledged the execution of the foregoing deed.

WITNESS MY HAND AND SEAL, this the *21st* day of *July*, 1987 and acknowledged the execution of the foregoing deed.

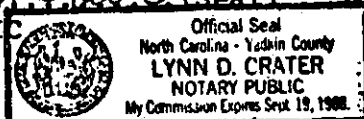
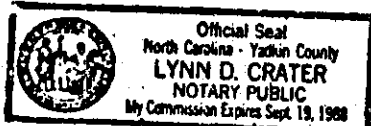
My Commission Expires: *9/19/88* ..... (Seal)  
NOTARY PUBLIC

STATE OF NORTH CAROLINA, YADKIN COUNTY,

I, *Lynn D. Crater*, a Notary Public of said County, do hereby certify that BILLY H. STEELMAN and wife, LETA H. STEELMAN, developers, personally appeared before me this day and acknowledged the execution of the foregoing deed.

WITNESS MY HAND AND SEAL, this the *26th* day of *June*, 1987 and acknowledged the execution of the foregoing deed.

My Commission Expires: *9/19/88* ..... (Seal)  
NOTARY PUBLIC



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STATE OF NORTH CAROLINA, COUNTY OF YADKIN.

The foregoing certificate(s) of

*Lee Zachary & Lynn W. Carter*

Notary Public/Notaries Public,

is (are) certified to be correct. This instrument was presented for registration this *18th* day of *August*, 19 *87*.

at *4:10* 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 *August*, A.D., 19 *87*.

Billie N. Renegar  
REGISTER OF DEEDS

By: *Maxine J. Worth*  
ASSISTANT, DEPUTY REGISTER OF DEEDS.