

Book 182, Page 322

NORTH CAROLINA

YADKIN COUNTY

DECLARATION OF RESTRICTIVE COVENANTS  
PERTAINING TO FORBUSH FOREST DEVELOPMENT  
LOCATED IN LIBERTY TOWNSHIP, YADKIN COUNTY

Know all men by these presents, that Clyde Dinkins and wife, Myrtle W. Dinkins, and Lillian T. Pendry, (Widow), do hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring lots in the development known as Forbush Forest Development, a plat of which will be recorded in the Office of the Register of Deeds of Yadkin County; that all 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 whosoever owned, except all lands of Forbush Forest Development lying West of the Styers Mill Road, including the proposed changes.

1. All of the lots and tracts in Forbush Forest Development shall be used for residential purposes only.
2. No residence shall be erected on any of said lots of less than 1400 square feet of floor space, excluding porches, garages and carports.
3. No residence shall be erected near the front property line (Street line) less than 60 feet nor near either side line property line than 25 feet, provided, however, this particular provision shall not apply to garages and outbuildings erected in the rear of said residences, unless written permission is given by grantors herein.
4. No residence shall be erected on a lot containing less than ONE acre.
5. No exterior foundations above ground level shall not leave exposed concrete or cinder building blocks.
6. No swine shall be kept on the premises and no enclosures for swine shall be erected and maintained on the land.
7. No outside toilets shall be erected or permitted on this property.
8. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, bar or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanent.
9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot for commercial purposes.
10. No Streets or Driveways shall be cut through the above described property without the written consent of grantors herein.
11. Any person who shall fail to fully comply with all restrictions stated herein shall be liable for all Court costs and attorney fees expended in the enforcement of these restricted covenants.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

IN TESTIMONY WHEREOF, the said parties have hereunto set their hands and seals the 5th day of January, 1972.

Clyde Dinkins (SEAL)  
Myrtle W. Dinkins (SEAL)  
Lillian T. Pendry (SEAL)

NORTH CAROLINA

YADKIN COUNTY

323

I, Ferne W. Spillman, a Notary Public, of said County, do hereby certify that Clyde Dinkins and wife, Myrtle W. Dinkins, and Lillian T. Pendry, Widow, each personally appeared before me this day and acknowledged the execution of the foregoing Declaration of Restrictive Covenants.



Witness my hand and notarial seal this the 10th day of January, 1972.

*Ferne W. Spillman* N.P.  
My com. exp.: October 10, 1975.

STATE OF NORTH CAROLINA

COUNTY OF YADKIN

The foregoing certificate of Ferne W. Spillman is certified to be correct. This instrument was presented for registration this 11th day of January, 1972, at 2:00 A.M., P.M., and duly recorded in the office of Register of Deeds for Yadkin County, North Carolina in Book \_\_\_\_\_, page \_\_\_\_\_.

This the 11th day of January, 1972.

J. HOWARD POINDEXTER  
REGISTER OF DEEDS

By *Lillian T. Pendry*  
ASSISTANT, REGISTER OF DEEDS.