

FILED
YADKIN COUNTY NC
ARIC WILHELM
REGISTER OF DEEDS
FILED Jun 30, 2023
AT 04:13:21 pm
BOOK 01388
START PAGE 0812
END PAGE 0820
INSTRUMENT # 02566
EXCISE TAX (None)

*Prepared by: J. Gregory Matthews, P. A., Attorney at Law
P. O. Box 937, 112 South State Street,
Yadkinville, NC 27055*

NORTH CAROLINA
YADKIN COUNTY

**AMENDMENT TO PARAGRAPH 1 OF THE DECLARATION OF RESTRICTIVE
COVENANTS, CONDITIONS AND RESERVATIONS OF CEDAR CREST ESTATES**

KNOW ALL MEN BY THESE PRESENTS, that on this the 30 day of JUNE, 2023, **GRADY EUGENE THACKER, aka GENE THACKER, and wife, IMA JEAN THACKER, aka IMA J. THACKER,** hereinafter referred to as **Grantor/Developer**; **KRISTIN LAWSON WILMOTH and husband, WESLEY EUGENE WILMOTH; JAMES LOUIS GRIGG, and wife, MARY CECELIA GRIGG; and COURTNEY FLOWERS HAYMORE and husband, JEREMY TODD HAYMORE,** do hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring lots in the development known as **CEDAR CREST ESTATES,** to change the following paragraph. The word being changed in the first sentence of Paragraph 1 is “EXCLUSIVE” to “INCLUSIVE.”

1. No lot shall contain less than 2.0 acres of land, INCLUSIVE 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 of lot shall be used except for residential purposes; provided however, Grantor/Developer reserve the right to use any unsold lot or partial lots for additional street or rights of way for utility purposes. However, except as permitted by the Grantor/Developer, no buyer of a lot shall permit or allow any lot or 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.

With the exception of the change made hereinabove to paragraph 1 by changing the word **EXCLUSIVE to INCLUSIVE**, the Declaration of Restrictive Covenants, Conditions and reservations of **CEDAR CREST ESTATES** shall remain in full force and effect.

This the 4 day of June, 2023.

Grady Eugene Thacker (SEAL)
GRADY EUGENE THACKER, GRANTOR/DEVELOPER

Ima Jean Thacker (SEAL)
IMA JEAN THACKER, GRANTOR/DEVELOPER

_____(SEAL)
KRISTIN LAWSON WILMOTH

_____(SEAL)
WESLEY EUGENE WILMOTH

_____(SEAL)
JAMES LOUIS GRIGG

_____(SEAL)
MARY CECELIA GRIGG

_____(SEAL)
COURTNEY FLOWERS HAYMORE

_____(SEAL)
JEREMY TODD HAYMORE

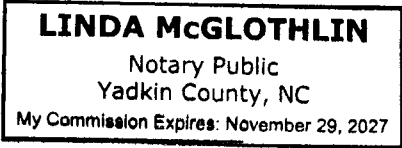
STATE OF NORTH CAROLINA
COUNTY OF Yadkin

I, Linda McGlothlin, a Notary Public of Yadkin
County, do hereby certify that GRADY EUGENE THACKER personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, the 4 day of June, 2023.

Linda McGlothlin
NOTARY PUBLIC

My Commission Expires: Nov. 29, 2027



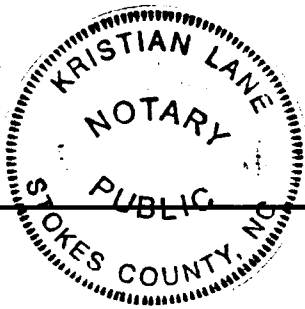
STATE OF NORTH CAROLINA
COUNTY OF Stokes

I, Kristian Lane, a Notary Public of Stokes
County, do hereby certify that IMA JEAN THACKER personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, the 4 day of June, 2023.

Kristian Lane
NOTARY PUBLIC

My Commission Expires: 4/26/2025



With the exception of the change made hereinabove to paragraph 1 by changing the word **EXCLUSIVE to INCLUSIVE**, the Declaration of Restrictive Covenants, Conditions and reservations of **CEDAR CREST ESTATES** shall remain in full force and effect.

This the 26 day of June, 2023.

Grady Eugene Thacker (SEAL)
GRADY EUGENE THACKER, GRANTOR/DEVELOPER

_____(SEAL)
IMA JEAN THACKER, GRANTOR/DEVELOPER

Kristin Lawson Wilmoth (SEAL)
KRISTIN LAWSON WILMOTH

Wesley Eugene Wilmoth (SEAL)
WESLEY EUGENE WILMOTH

_____(SEAL)
JAMES LOUIS GRIGG

_____(SEAL)
MARY CECELIA GRIGG

_____(SEAL)
COURTNEY FLOWERS HAYMORE

_____(SEAL)
JEREMY TODD HAYMORE

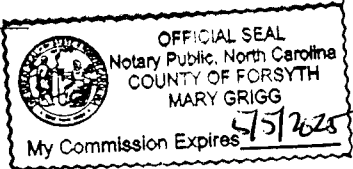
STATE OF NORTH CAROLINA
COUNTY OF Forsyth

I, Mary Grigg, a Notary Public of Forsyth
County, do hereby certify that KRISTIN LAWSON WILMOTH personally appeared before
me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, the 26 day of June, 2023.

Mary Grigg
NOTARY PUBLIC

My Commission Expires: 5/5/2025



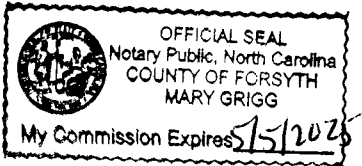
STATE OF NORTH CAROLINA
COUNTY OF Forsyth

I, Mary Grigg, a Notary Public of Forsyth
County, do hereby certify that WESLEY EUGENE WILMOTH personally appeared before
me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, the 26 day of June, 2023.

Mary Grigg
NOTARY PUBLIC

My Commission Expires: 5/5/2025



With the exception of the change made hereinabove to paragraph 1 by changing the word **EXCLUSIVE to INCLUSIVE**, the Declaration of Restrictive Covenants, Conditions and reservations of **CEDAR CREST ESTATES** shall remain in full force and effect.

This the 27 day of JUNE, 2023.

Grady Eugene Thacker (SEAL)
GRADY EUGENE THACKER, GRANTOR/DEVELOPER

_____(SEAL)
IMA JEAN THACKER, GRANTOR/DEVELOPER

_____(SEAL)
KRISTIN LAWSON WILMOTH

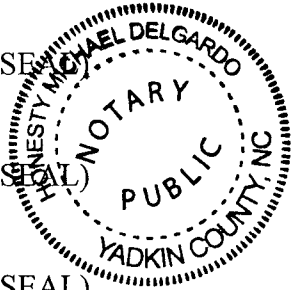
_____(SEAL)
WESLEY EUGENE WILMOTH

James Louis Grigg (SEAL)
JAMES LOUIS GRIGG

Mary Cecelia Grigg (SEAL)
MARY CECELIA GRIGG

_____(SEAL)
COURTNEY FLOWERS HAYMORE

_____(SEAL)
JEREMY TODD HAYMORE

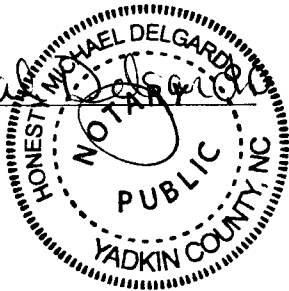


STATE OF NORTH CAROLINA
COUNTY OF Yadkin

I, Honesty Michael Delgado, a Notary Public of Yadkin
County, do hereby certify that JAMES LOUIS GRIGG personally appeared before me this
day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, the 27 day of June, 2023.

Honesty Michael Delgado
NOTARY PUBLIC



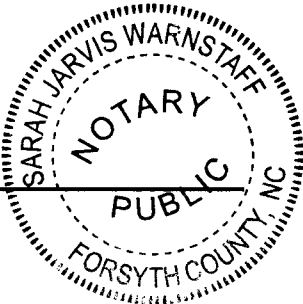
My Commission Expires: 2-4-24

STATE OF NORTH CAROLINA
COUNTY OF Forsyth

I, Sarah Jarvis Warnstaff, a Notary Public of Forsyth
County, do hereby certify that MARY CECELIA GRIGG personally appeared before me
this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, the 28th day of June, 2023.

Sarah Jarvis Warnstaff
NOTARY PUBLIC



My Commission Expires: 10-27-2025

With the exception of the change made hereinabove to paragraph 1 by changing the word **EXCLUSIVE to INCLUSIVE**, the Declaration of Restrictive Covenants, Conditions and reservations of **CEDAR CREST ESTATES** shall remain in full force and effect.

This the 8 day of JUNE, 2023.

Grady Eugene Thacker (SEAL)
GRADY EUGENE THACKER, GRANTOR/DEVELOPER

_____(SEAL)
IMA JEAN THACKER, GRANTOR/DEVELOPER

_____(SEAL)
KRISTIN LAWSON WILMOTH

_____(SEAL)
WESLEY EUGENE WILMOTH

_____(SEAL)
JAMES LOUIS GRIGG

_____(SEAL)
MARY CECELIA GRIGG

Courtney Flowers Haymore (SEAL)
COURTNEY FLOWERS HAYMORE

Jeremy Todd Haymore (SEAL)
JEREMY TODD HAYMORE

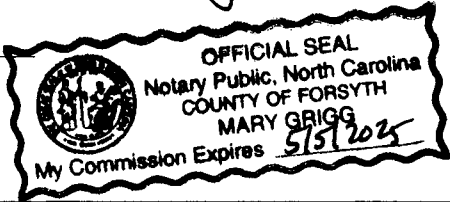
STATE OF NORTH CAROLINA
COUNTY OF Forsyth

I, Courtney Flowers Haymore, a Notary Public of Forsyth
County, do hereby certify that COURTNEY FLOWERS HAYMORE personally appeared appeared
before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, the 8 day of June, 2023.

Mary Grigg
NOTARY PUBLIC

My Commission Expires: 5/5/2025



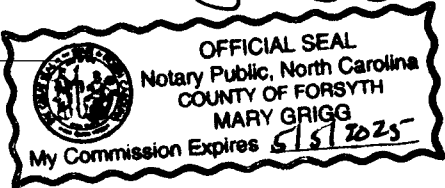
STATE OF NORTH CAROLINA
COUNTY OF Forsyth

I, Jeremy Todd Haymore, a Notary Public of Forsyth
County, do hereby certify that JEREMY TODD HAYMORE personally appeared appeared before me
this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, the 8 day of June, 2023.

Mary Grigg
NOTARY PUBLIC

My Commission Expires: 5/5/2025



FILED
YADKIN COUNTY NC
ARIC WILHELM
REGISTER OF DEEDS
FILED Jul 16, 2021
AT 02:28:52 pm
BOOK 01327
START PAGE 0209
END PAGE 0214
INSTRUMENT # 03281
EXCISE TAX (None)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

*Prepared by: J. Gregory Matthews, P. A., Attorney at Law
P. O. Box 937, 112 South State Street,
Yadkinville, NC 27055*

NORTH CAROLINA
YADKIN COUNTY

DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND
RESERVATIONS OF ***CEDAR CREST ESTATES***

KNOW ALL MEN BY THESE PRESENTS, that on this the 8th day of July, 2021, **GRADY EUGENE THACKER, aka GENE THACKER, and wife, IMA JEAN THACKER, aka IMA J. THACKER**, hereinafter referred to as **Grantor/Developer**, do hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring lots in the development known as ***CEDAR CREST ESTATES***, as surveyed by R. Landon Wagoner, Registered Land Surveyor, and recorded in the following Plat Book and Pages of the Yadkin County Registry:

Plat Book 12, Page 938, Yadkin County ROD
Recorded April 26, 2021

And any other subdivisions or the deed of origin (being Book 867, Page 375 recorded on November 8, 2007, and any other subdivisions of the above referenced plats, to which reference is hereby made for a more definite and complete description, the said lots being now owned by the Grantor/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 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 on the recorded plat referred to

above, and any subdivision thereof, and to any and all future lots subdivided from the original deed of conveyance.

1. No lot shall contain less than 2.0 acres of land, exclusive of right of ways 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 of lot shall be used except for residential purposes; provided however, Grantor/Developer reserve the right to use any unsold lot or partial lots for additional street or rights of way for utility purposes. However, except as permitted by the Grantor/Developer, no buyer of a lot shall permit or allow any lot or 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.
 - a) There shall be no modular homes and no manufactured homes on the sites. Stick built on site only.
 - b) There shall be 2,500 above grade square feet of heated space, exclusive of porches, overhangs and garages.
 - c) Grantor/Developer must approve building plans/prototype prior to construction.
 - d) Detached garage/out building must be approved by Grantor/Developer. Exterior of garage/out building must match exterior of home.
 - e) Fencing: No chain link – only wood/split rail; powder coated aluminum/ anodized.
 - f) Each lot owner will have to dig own well.
 - g) Each lot owner will have to provide own septic tank.
 - h) Brick, Stone, Cementitious Siding of at least 80% of home.
 - i) Homes shall be finished within eighteen months after breaking ground.
 - j) Only household pet(s) will be allowed – no dangerous or exotic animals allowed.
 - k) No above ground pools.
 - l) No metal towers, including radio towers/antennas.
 - m) The storage of boats, campers and trailers is with the approval of the Grantor/Developer.
2. The following shall **NOT** be permitted:
 - a. The keeping of swine, horses, cattle and or goats.
 - b. No dogs or cats for commercial purposes.
 - c. No chickens or other poultry.
 - d. No dangerous or exotic animals.
 - e. Domesticated animals which are not properly housed or tied so as to not be allowed to run free and to travel beyond the limits of the owner's property when not under control of said owner.
 - f. The maintenance of exterior garbage cans except when said garbage cans are stored in bins designed to house the same; trash must be kept inside said bins.

- g. The parking on the streets of boats and campers for more than 24 hours.
 - h. Structure of temporary character, trailer, tent, shack or other outbuilding uses as a temporary residence.
 - i. Inoperable or junk vehicles of any kind.
 - j. All vehicles on subject premises must have insurance and current licensing and registration, unless housed inside a garage.
3. ROAD MAINTENANCE: Four owners will share equally the cost of upkeep. Four owners will pay \$250.00 per lot to the Grantor/Developer until such time as turned over to four lot owners. This payment will be paid at closing of lot and every one-year anniversary as well.
4. Only one single family dwelling shall be used or built, altered, or erected on any One lot as shown on the recorded plat referred to above.
5. No lots shown on the recorded plat shall be subdivided.
6. No building or part of a building, other than steps, open porches, over hanging caves, and cornices, shall extend nearer to a front property line than forty (40) feet from the front edge of the lot line (facing the street). This shall apply to outbuildings and storage buildings, also. Grantor/Developer reserve the right to reduce the above distances if Grantor/Developer deem it necessary.
7. There shall be a rear yard with depth of not less than twenty-five (25) feet. No chain length fences shall be built or erected in the front yard, nor shall any type fence be built or erected in the front yard.
8. The Grantor/Developer must approve and retains the right to enforce the direction the subject homes are facing.
9. There shall be two (2) side yards with a total width of not less than thirty (30) feet, with neither side yard being less than fifteen (15) feet. This shall apply to out buildings and storage buildings also.
10. No drainage ditches or swells constructed within the street rights of way bordering any lot may be filled or altered in such manner that impedes the flow of water within the right of way, and/or impeded the flow of water to a catch basin, drainage easement, or stream and/or which results from water flowing from any lot onto the adjacent street pavement. Only materials approved by the State of North Carolina department of Transportation shall be used within the road right of way.
11. It is expressly understood and agreed between the Grantor/Developer and all subsequent purchaser of lots in the development known as CEDAR CREST ESTATES that all conveyances of a lot or lots in said development are made subject to the forgoing Covenants, Conditions and Restrictions, and that they are

- the protection and general welfare of the development, and shall be covenants running with the land and binding upon all parties purchasing lots in said development, and their heirs, successors, 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.
12. The Grantor/Developer reserve and retain an easement extending ten (10) feet to each side of all property lines shown on the recorded plat for the installations of utility lines, drainage lines, and ditches for the benefit of the lots in "CEDAR CREST ESTATES" or any land adjacent thereto. The Grantor/Developer further reserve and retain an easement for the installations of utility lines extending ten (10) feet to each side of all rear property lines. The right to use such easements may be granted by the Grantor/Developer to utility companies for specific use without the Grantor/Developer disposing of its right to grant additional parties an easement for one or more reserved uses. The Grantor/Developer reserve the right to dispose of or to release the easements of not thereto 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 Grantor/Developer further reserve a ten (10) foot wide easement along all property lines touching a dedicated street to cut, slope and fill for the purposes of meeting the requirements of the Department of Transportation for acceptance.
 13. It is expressly understood and agreed between the Grantor/Developer and all subsequent purchasers of lots in the development known as CEDAR CREST ESTATES that the forty-five (45) foot wide access or development street designated on the plat has been officially named all roads and that all subsequent purchaser of lots in the development known as All Roads acknowledge that the development street known as all roads are not paved and has not been accepted by the North Carolina Board of Transportation as part of the highway system of North Carolina. All subsequent purchasers of lots acknowledge that the Grantor/Developer are in no way responsible for the maintenance of said street, and that the subsequent owners of said lots do acknowledge and agree that they are and will be solely and wholly responsible for the maintenance of said street known as All Roads, and further agree that they will maintain said street if placed on the state highway system for maintenance. Each subsequent owner of lots in this development hereby agree with all other owners of said lots in this development, be they subsequent or future, that they will meet from time to time to determine the needs regarding the maintenance of the road and shall in an equal or pro-rata manner provide the necessary funds for the upkeep and maintenance of the said road until such time as said street is placed on the state highway system for maintenance and the Division of Highways undertakes the responsibility of maintaining said street.
 14. No amateur radio antennas.

15. The foregoing covenants, restrictions, conditions and reservations shall run with the land and shall be kept reserved, preformed and binding by and on the parties charged therewith for a period of thirty-five (35) years from the date these covenants are recorded, after which these said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the majority of the owners of said lots has been recorded in the Office of the Register of Deeds of Yadkin County, North Carolina, agreeing to change the said covenants in whole or in part.
16. Enforcement of these covenants shall be proceeding at a law or in equity against any person or persons violating or attempting to violate any covenant either to restrain such violation or to recover damages. Any such actions either in law or in equity may be maintained by anyone owning one or more lots. 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 Grantor/Developer has hereunto set his hand and seal, the day and year first above written.

This the 8th day of July, 2021.

Grady Eugene Thacker (SEAL)
GRADY EUGENE THACKER, GRANTOR/DEVELOPER

Ima Jean Thacker (SEAL)
IMA JEAN THACKER, GRANTOR/DEVELOPER

STATE OF NORTH CAROLINA COUNTY OF Yadkin

I, Linda McGlothlin a notary public of Yadkin
COUNTY, do hereby certify that GRADY EUGENE THACKER, personally
appeared before me this day and acknowledged the execution of the forgoing
instrument.

Witness my hand and seal, the 8th day of July, 2021.

Linda McGlothlin
NOTARY PUBLIC

My commission expires: Nov. 29, 2022

LINDA McGLOTHLIN
Notary Public
Yadkin County, N.C.
My Commission Expires: November 29, 2022

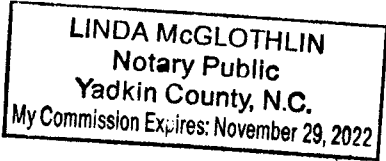
STATE OF NORTH CAROLINA COUNTY OF Yadkin

I, Linda McGlothlin, a notary public of Yadkin
COUNTY, do hereby certify that IMA JEAN THACKER, personally appeared
before me this day and acknowledged the execution of the forgoing instrument.

Witness my hand and seal, the 8th day of July, 2021.

Linda McGlothlin
NOTARY PUBLIC

My commission expires: Nov. 29, 2022



FILED
YADKIN COUNTY NC
ARIC WILHELM
REGISTER OF DEEDS
FILED Jun 30, 2023
AT 04:13:21 pm
BOOK 01388
START PAGE 0812
END PAGE 0820
INSTRUMENT # 02566
EXCISE TAX (None)

*Prepared by: J. Gregory Matthews, P. A., Attorney at Law
P. O. Box 937, 112 South State Street,
Yadkinville, NC 27055*

NORTH CAROLINA
YADKIN COUNTY

**AMENDMENT TO PARAGRAPH 1 OF THE DECLARATION OF RESTRICTIVE
COVENANTS, CONDITIONS AND RESERVATIONS OF CEDAR CREST ESTATES**

KNOW ALL MEN BY THESE PRESENTS, that on this the 30 day of JUNE, 2023, **GRADY EUGENE THACKER, aka GENE THACKER, and wife, IMA JEAN THACKER, aka IMA J. THACKER,** hereinafter referred to as **Grantor/Developer**; **KRISTIN LAWSON WILMOTH and husband, WESLEY EUGENE WILMOTH; JAMES LOUIS GRIGG, and wife, MARY CECELIA GRIGG; and COURTNEY FLOWERS HAYMORE and husband, JEREMY TODD HAYMORE,** do hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring lots in the development known as **CEDAR CREST ESTATES,** to change the following paragraph. The word being changed in the first sentence of Paragraph 1 is “EXCLUSIVE” to “INCLUSIVE.”

1. No lot shall contain less than 2.0 acres of land, INCLUSIVE 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 of lot shall be used except for residential purposes; provided however, Grantor/Developer reserve the right to use any unsold lot or partial lots for additional street or rights of way for utility purposes. However, except as permitted by the Grantor/Developer, no buyer of a lot shall permit or allow any lot or 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.

With the exception of the change made hereinabove to paragraph 1 by changing the word **EXCLUSIVE to INCLUSIVE**, the Declaration of Restrictive Covenants, Conditions and reservations of **CEDAR CREST ESTATES** shall remain in full force and effect.

This the 4 day of June, 2023.

Grady Eugene Thacker (SEAL)
GRADY EUGENE THACKER, GRANTOR/DEVELOPER

Ima Jean Thacker (SEAL)
IMA JEAN THACKER, GRANTOR/DEVELOPER

_____(SEAL)
KRISTIN LAWSON WILMOTH

_____(SEAL)
WESLEY EUGENE WILMOTH

_____(SEAL)
JAMES LOUIS GRIGG

_____(SEAL)
MARY CECELIA GRIGG

_____(SEAL)
COURTNEY FLOWERS HAYMORE

_____(SEAL)
JEREMY TODD HAYMORE

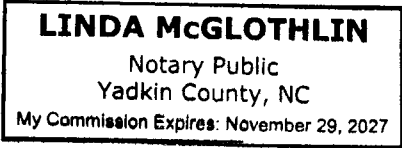
STATE OF NORTH CAROLINA
COUNTY OF Yadkin

I, Linda McGlothlin, a Notary Public of Yadkin
County, do hereby certify that GRADY EUGENE THACKER personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, the 4 day of June, 2023.

Linda McGlothlin
NOTARY PUBLIC

My Commission Expires: Nov. 29, 2027



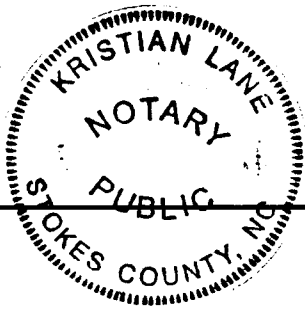
STATE OF NORTH CAROLINA
COUNTY OF Stokes

I, Kristian Lane, a Notary Public of Stokes
County, do hereby certify that IMA JEAN THACKER personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, the 4 day of June, 2023.

Kristian Lane
NOTARY PUBLIC

My Commission Expires: 4/26/2025



With the exception of the change made hereinabove to paragraph 1 by changing the word **EXCLUSIVE to INCLUSIVE**, the Declaration of Restrictive Covenants, Conditions and reservations of **CEDAR CREST ESTATES** shall remain in full force and effect.

This the 26 day of June, 2023.

Grady Eugene Thacker (SEAL)
GRADY EUGENE THACKER, GRANTOR/DEVELOPER

_____(SEAL)
IMA JEAN THACKER, GRANTOR/DEVELOPER

Kristin Lawson Wilmoth (SEAL)
KRISTIN LAWSON WILMOTH

Wesley Eugene Wilmoth (SEAL)
WESLEY EUGENE WILMOTH

_____(SEAL)
JAMES LOUIS GRIGG

_____(SEAL)
MARY CECELIA GRIGG

_____(SEAL)
COURTNEY FLOWERS HAYMORE

_____(SEAL)
JEREMY TODD HAYMORE

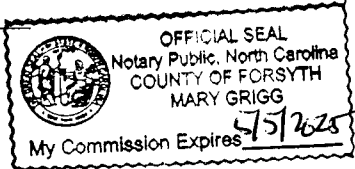
STATE OF NORTH CAROLINA
COUNTY OF Forsyth

I, Mary Grigg, a Notary Public of Forsyth
County, do hereby certify that KRISTIN LAWSON WILMOTH personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, the 26 day of June, 2023.

Mary Grigg
NOTARY PUBLIC

My Commission Expires: 5/5/2025



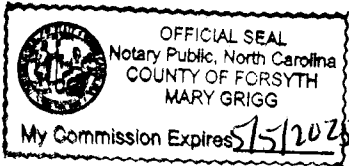
STATE OF NORTH CAROLINA
COUNTY OF Forsyth

I, Mary Grigg, a Notary Public of Forsyth
County, do hereby certify that WESLEY EUGENE WILMOTH personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, the 26 day of June, 2023.

Mary Grigg
NOTARY PUBLIC

My Commission Expires: 5/5/2025



With the exception of the change made hereinabove to paragraph 1 by changing the word **EXCLUSIVE to INCLUSIVE**, the Declaration of Restrictive Covenants, Conditions and reservations of **CEDAR CREST ESTATES** shall remain in full force and effect.

This the 27 day of JUNE, 2023.

Grady Eugene Thacker (SEAL)
GRADY EUGENE THACKER, GRANTOR/DEVELOPER

_____(SEAL)
IMA JEAN THACKER, GRANTOR/DEVELOPER

_____(SEAL)
KRISTIN LAWSON WILMOTH

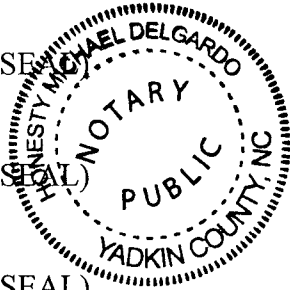
_____(SEAL)
WESLEY EUGENE WILMOTH

James Louis Grigg (SEAL)
JAMES LOUIS GRIGG

Mary Cecelia Grigg (SEAL)
MARY CECELIA GRIGG

_____(SEAL)
COURTNEY FLOWERS HAYMORE

_____(SEAL)
JEREMY TODD HAYMORE

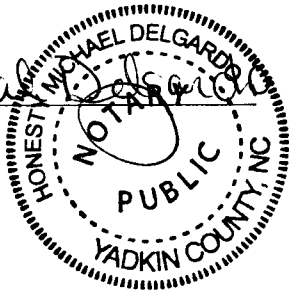


STATE OF NORTH CAROLINA
COUNTY OF Yadkin

I, Honesty Michael Delgado, a Notary Public of Yadkin
County, do hereby certify that JAMES LOUIS GRIGG personally appeared before me this
day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, the 27 day of June, 2023.

Honesty Michael Delgado
NOTARY PUBLIC



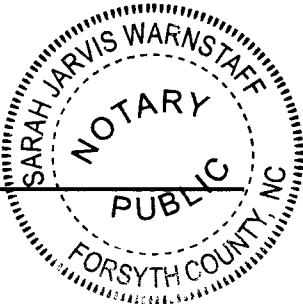
My Commission Expires: 2-4-24

STATE OF NORTH CAROLINA
COUNTY OF Forsyth

I, Sarah Jarvis Warnstaff, a Notary Public of Forsyth
County, do hereby certify that MARY CECELIA GRIGG personally appeared before me
this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, the 28th day of June, 2023.

Sarah Jarvis Warnstaff
NOTARY PUBLIC



My Commission Expires: 10-27-2025

With the exception of the change made hereinabove to paragraph 1 by changing the word **EXCLUSIVE to INCLUSIVE**, the Declaration of Restrictive Covenants, Conditions and reservations of **CEDAR CREST ESTATES** shall remain in full force and effect.

This the 8 day of JUNE, 2023.

Grady Eugene Thacker (SEAL)
GRADY EUGENE THACKER, GRANTOR/DEVELOPER

_____(SEAL)
IMA JEAN THACKER, GRANTOR/DEVELOPER

_____(SEAL)
KRISTIN LAWSON WILMOTH

_____(SEAL)
WESLEY EUGENE WILMOTH

_____(SEAL)
JAMES LOUIS GRIGG

_____(SEAL)
MARY CECELIA GRIGG

Courtney Flowers Haymore (SEAL)
COURTNEY FLOWERS HAYMORE

Jeremy Todd Haymore (SEAL)
JEREMY TODD HAYMORE

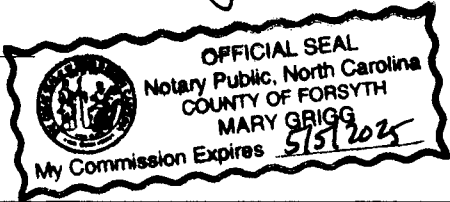
STATE OF NORTH CAROLINA
COUNTY OF Forsyth

I, Courtney Flowers Haymore, a Notary Public of Forsyth
County, do hereby certify that COURTNEY FLOWERS HAYMORE personally appeared appeared
before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, the 8 day of June, 2023.

Mary Grigg
NOTARY PUBLIC

My Commission Expires: 5/5/2025



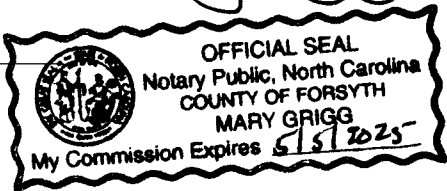
STATE OF NORTH CAROLINA
COUNTY OF Forsyth

I, Jeremy Todd Haymore, a Notary Public of Forsyth
County, do hereby certify that JEREMY TODD HAYMORE personally appeared appeared before me
this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, the 8 day of June, 2023.

Mary Grigg
NOTARY PUBLIC

My Commission Expires: 5/5/2025



FILED Nov 02, 2023
AT 12:02:06 PM
BOOK 01397
START PAGE 0035
END PAGE 0039
INSTRUMENT # 04122
EXCISE TAX \$0.00

STATE OF NORTH CAROLINA)
)
YADKIN COUNTY)

MODIFICATION OF RESTRICTIONS
CEDAR CREST ESTATES

THIS DECLARATION OF MODIFICATION OF RESTRICTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS is made this the 31 day of October, 20 23, by GRADY E. THACKER and spouse, IMA JEAN THACKER, a/k/a IMA J. THACKER, WESLEY EUGENE WILMOTH and spouse, KRISTIN LAWSON WILMOTH, JAMES LOUIS GRIGG and spouse, MARY CECILIA GRIGG, JEREMY TODD HAYMORE and spouse COURTNEY FLOWERS HAYMORE, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, the Declarant imposed certain restrictions upon that certain property more particularly described in Plat Book 12, Page 938, in the Office of the Register of Deeds of Yadkin County, North Carolina;

AND WHEREAS, Paragraph 11 of the Restrictive Covenants authorizes and permits the Declarant to amend, modify or remove restrictions in its uncontrolled and sole discretion;

NOW THEREFORE, Declarant hereby declares that the said restrictions as set forth in Book 1327, Page 209 are hereby modified and amended in so far as same applies to the land described in Plat Book 12, Page 938 as follows:

3-A. Each lot owner shall be responsible for any and all damage that may occur to Cedar Crest Court Road caused by them or their representatives. If damage occurs, the road must be restored to its original or better condition.

EXCEPT AS MODIFIED AND AMENDED herein, said restrictions shall otherwise remain in full force and effect.

IN TESTIMONY WHEREOF, the Declarant has executed this Modification of Restrictions as of the 31 day of OCTOBER, 2023.

DECLARANT:

Grady E. Thacker (SEAL)
GRADY E. THACKER

Ima Jean Thacker (SEAL)
IMA JEAN THACKER

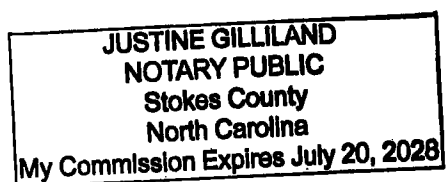
STATE OF NORTH CAROLINA)

COUNTY OF STOKES)

I, a Notary Public of Stokes County, North Carolina, certify that GRADY E. THACKER personally appeared before me on this day, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 30^{31 JMG} day of October, 2023.

My Commission Expires: July 20, 2028



Justine Gilliland
Notary Public
Justine Gilliland
Printed Name

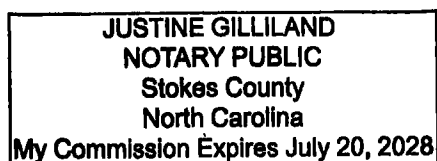
STATE OF NORTH CAROLINA)

COUNTY OF STOKES)

I, a Notary Public of _____ County, North Carolina, certify that IMA JEAN THACKER personally appeared before me on this day, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 30 day of October, 2023.

My Commission Expires: July 20, 2028



Justine Gilliland
Notary Public
Justine Gilliland
Printed Name

Signature Page #2 for Modification of Restrictions Cedar Acres Estates

Kristin Lawson Wilmoth (SEAL)
KRISTIN LAWSON WILMOTH

Wesley Eugene Wilmoth (SEAL)
WESLEY EUGENE WILMOTH

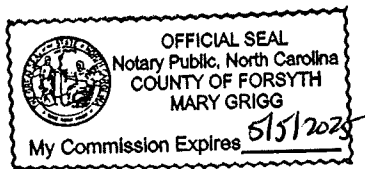
STATE OF NORTH CAROLINA)

COUNTY OF ~~STOKES~~ Forsyth)

I, a Notary Public of Forsyth County, North Carolina, certify that KRISTIN LAWSON WILMOTH personally appeared before me on this day, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 23 day of October, 2023.

My Commission Expires: 5/5/2025



Mary Grigg Notary Public
Mary Grigg Printed Name

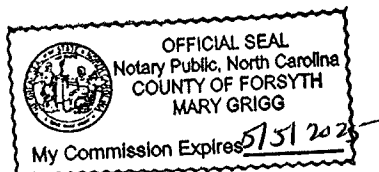
STATE OF NORTH CAROLINA)

COUNTY OF ~~STOKES~~ Forsyth)

I, a Notary Public of Forsyth County, North Carolina, certify that WELSEY EUGENE WILMOTH personally appeared before me on this day, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 23 day of October, 2023.

My Commission Expires: 5/5/2025



Mary Grigg Notary Public
Mary Grigg Printed Name

Signature Page #3 for Modification of Restrictions Cedar Acres Estates

 (SEAL)
JAMES LOUIS GRIGG

 (SEAL)
MARY CECILIA GRIGG

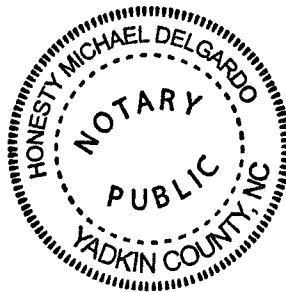
STATE OF NORTH CAROLINA)

COUNTY OF ~~STOKES~~ Yadkin)
kmr

I, a Notary Public of Yadkin County, North Carolina, certify that JAMES LOUIS GRIGG personally appeared before me on this day, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 20 day of October, 2023.

My Commission Expires: 2-4-24



Honesty Michael Delgado
Notary Public
Honesty Michael Delgado
Printed Name

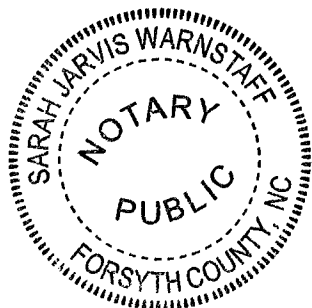
STATE OF NORTH CAROLINA)

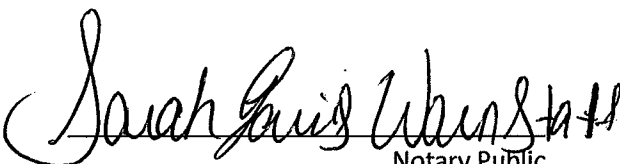
COUNTY OF ~~STOKES~~ Forsyth)
S.J.W.

I, a Notary Public of Forsyth County, North Carolina, certify that MARY CECILIA GRIGG personally appeared before me on this day, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 24th day of October, 2023.

My Commission Expires: 10-27-25




Notary Public
Sarah Jarvis Warnstaff
Printed Name

Signature Page #4 for Modification of Restrictions Cedar Acres Estates

Courtney Flowers Haymore (SEAL)
COURTNEY FLOWERS HAYMORE

Jeremy Todd Haymore (SEAL)
JEREMY TODD HAYMORE

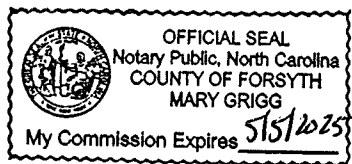
STATE OF NORTH CAROLINA)

COUNTY OF ~~STOKES~~ Forsyth)
may

I, a Notary Public of Forsyth County, North Carolina, certify that COURTNEY FLOWERS HAYMORE personally appeared before me on this day, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 23 day of October, 2023.

My Commission Expires: 5/5/2025



Mary Grigg Notary Public
Mary Grigg Printed Name

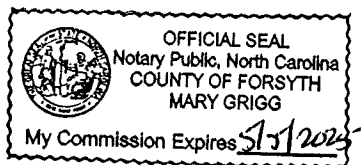
STATE OF NORTH CAROLINA)

COUNTY OF ~~STOKES~~ Forsyth)
ng

I, a Notary Public of Forsyth County, North Carolina, certify that JEREMY TODD HAYMORE personally appeared before me on this day, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 23 day of October, 2023.

My Commission Expires: 5/5/2025



Mary Grigg Notary Public
Mary Grigg Printed Name