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FORSYTH CO. NC FEE \$26.00
PRESENTED & RECORDED
01/17/2020 08:10:55 AM
LYNNE JOHNSON
REGISTER OF DEEDS
BY: ANGELA M THOMPSON
DPTY

BK: RE 3503
PG: 2291 - 2291

Prepared by: Getter Law Offices, PA

STATE OF NORTH CAROLINA
COUNTY OF Forsyth

WAIVER OF VIOLATIONS OF
RESTRICTIVE COVENANTS

This Agreement, made this the 14 day of JANUARY, 2020 by and Between **Gordon L. Greene**, party of the first part; and **Glenwood Homes LLC** party of the second part.

WITNESSETH

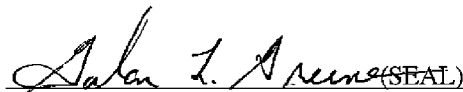
That, whereas, ALL OF THE PARTIES HERETO ARE OWNERS OF REAL PROPERTY IN Crosslands, Phase Two, located in Forsyth County, North Carolina, more particularly described on that plat as recorded in Book of Maps 33, Page 89 and Book of Maps 52, Page 190, Forsyth County Register of Deeds, which is further described in Exhibit "A" attached hereto.

AS TO, the property of the party of the second part:

1. On the original plat for Lot 21, recorded in Book of Maps 33, Page 89, it contained a septic reservation. However, on the re-recorded plat recorded in Book of Maps 52, Page 190, the reservation was no longer present. Thus, by signing this waiver, Mr. Greene is waiving this restriction and stating that a violation will not result in a forfeiture of title.
2. The restrictive covenants which were originally recorded in Book 1660, Page 3832 were set to terminate after 30 years. However, they were modified in Book 3371, Page 1163. By signing this waiver, Mr. Greene is stating Glenwood Homes, LLC may build, the restrictive covenants are no longer valid, the 30 years did not restart when the modification was recorded, and that a violation of the restrictive covenants will not result in a forfeiture of title.

WHEREAS, TRYON TITLE. has been requested to insure the title to the property and a question has been raised with respect to whether or not the restrictions have been violated, and in order to clarify the matter and enable the title insurance company to issue the policy of insurance without exception, the party of the second part has requested the parties of the first part to sign this Agreement which provides that the parties, their heirs and assigns, hereby consent to: removing the septic reservation and terminating the restrictive covenants recorded in Book 1660, Page 3832 and the modification recorded in Book 3371, Page 1163 and said parties do hereby waive any cause of action, if any, that they may have for damages or to enjoin the violation.

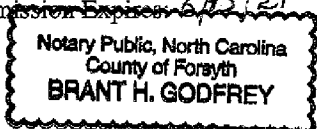
IN TESTIMONY WHEREOF, the parties of the first part have hereunto set their hands and seals.

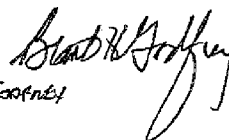

Gordon L. Greene

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

On this 14 day of JANUARY, 2020, personally appeared before me, the said named **Gordon L. Greene**, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged that they executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My Commission Expires 6/15/21



Notary Public 
BRANT H. GODFREY