

NORTH CAROLINA
 RANDOLPH COUNTY

RELEASE AND WAIVER OF RESTRICTIVE
 COVENANTS

THIS AGREEMENT Made and entered into this the 15th day of July, 1970, by and between CARL S. HILL and wife, PEARL L. HILL, hereinafter referred to as "HILL", L. RAY SMITH and wife, FLORENCE SMITH, hereinafter referred to as "SMITH", Parties of the First Part, and S. P. CLODFELTER and wife, AUDREY F. CLODFELTER, hereinafter referred to as "CLODFELTER", Parties of the Second Part;

WITNESSETH:

WHEREAS, HILL and SMITH conveyed the following described property to Leslie H. Davis and wife, Pearl R. Davis and by mesne conveyance title is now vested in S. P. CLODFELTER and wife, AUDREY F. CLODFELTER:

BEING All of Lots Nos. 168, 169 and 170 of Roxanna Hills Subdivision, a plat of which is duly recorded in the office of the Register of Deeds for Randolph County, North Carolina in Plat Book 11 at Page 8.

AND, WHEREAS, Restrictive Covenants on the above described property are recorded in Book 771 at Page 541 and in Book 749 at Page 157 in the office of the Register of Deeds for Randolph County, North Carolina, and

WHEREAS, the location of the residence of CLODFELTER (recently constructed) constitutes a violation of

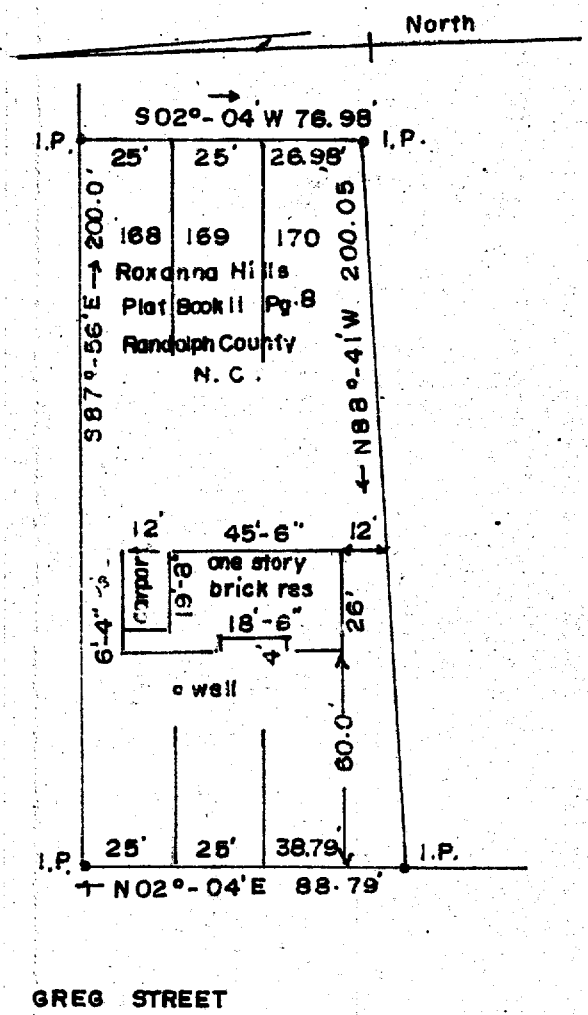
1. Restrictive Covenants recorded in Book 749 at Page 157, Item 4, "No building shall be placed on any lot so that any portion thereof shall be closer than 40 feet to a street or closer than 8 feet of a boundary line, except the 8 foot limitation shall not apply to the rear boundary line of said lot."
2. Restrictive Covenants recorded in Book 771 at Page 541, Item 4, "No building shall be placed on any lot so that any portion thereof shall be closer than 35 feet to a street or closer than 8 feet to the boundary line except the 8 foot limitation shall not apply to the rear boundary line of said lot."

See survey attached hereto and made a part hereof.

7



LINDA DRIVE



GREG STREET

34

AND, WHEREAS, HILL and SMITH desire to waive the violation of said Restrictive Covenants set out above on the residence owned by CLODFELTER and further desire to release and discharge CLODFELTER, his heirs and assigns from any and all actions, rights and interest which the said HILL and SMITH or their heirs, executors, administrators, successors and assigns have or may have in connection with the violation of items heretofore set out in the Restrictive Covenants above described.

NOW, THEREFORE, in consideration of One (\$1.00) DOLLAR and other valuable considerations, the receipt of which is hereby acknowledged, the Parties of the First Part do hereby waive the violation of said Restrictive Covenants upon the residence owned by CLODFELTER and release and discharge S. P. CLODFELTER and wife, AUDREY F. CLODFELTER, their heirs and assigns, forever from any and all acts, rights and interest which the Parties of the First Part, their heirs, executors, administrators, successors or assigns have or may have in connection with the violation of said Restrictive Covenants.

Carl S. Hill (SEAL) Pearl L. Hill (SEAL)
Carl S. Hill Pearl L. Hill
L. Ray Smith (SEAL) Florence Smith (SEAL)
L. Ray Smith Florence Smith

NORTH CAROLINA - Gulford COUNTY

I Felicia M. League, a Notary Public of said County, do hereby certify that CARL S. HILL personally appeared before me this day and acknowledged the execution of the foregoing instrument.

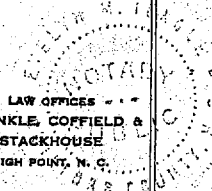
Witness my hand and Notarial seal, this the 23rd day of July, 1970.

Felicia M. League
Notary Public

My commission expires:

August 26 1970

LAW OFFICES
FRANKLE, COFFIELD &
STACKHOUSE
HIGH POINT, N. C.



NORTH CAROLINA - Randolph COUNTY

I, Robert P Burgess, a Notary Public of said County, do hereby certify that PEARL L. HILL personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial seal, this the 30 day of July, 1970.

Robert P Burgess
Notary Public

My commission expires: April 1, 1975

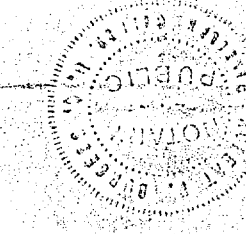
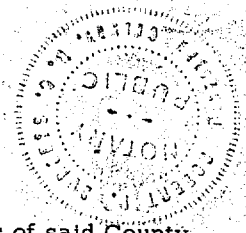
NORTH CAROLINA - Randolph COUNTY

I, Robert P Burgess, a Notary Public of said County, do hereby certify that L. RAY SMITH and wife, FLORENCE SMITH personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial seal, this the 30 day of July, 1970.

Robert P Burgess
Notary Public

My commission expires: April 1 1975



NORTH CAROLINA - Randolph County

The foregoing certificate(s) of Englem to Zeaman, N.P. 7
Smith Co. 7.C. & Robert P. Burgess, N.P. 7
is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book _____ Page _____ Randolph Co. N.C.

This 31st day of July, 1970
at 11:00 o'clock A.M.

Annie Shaw, Register of Deeds
By Annie Phillips, asst.
Register of Deeds