

13

NORTH CAROLINA

RANDOLPH COUNTY

RESTRICTIVE COVENANTS

THIS AGREEMENT, Made and entered into this 15th day of December, 1970 by Boyd Realty and Builders, Inc., a North Carolina Corporation with its principal office and place of business in Asheboro, North Carolina:

WITNESSETH:

THAT WHEREAS, Boyd Realty and Builders, Inc., is the owner of a certain parcel of land in Randleman Township, being the same conveyed to it by Deed recorded in Book 1005, Page 294, Randolph County Registry; and whereas, said property has been subdivided into lots and is known and designated as "Map of Barber Estates Subdivision" consisting of Lots Nos. 1 through 18, inclusive, as shown on plat recorded in Plat Book 14, Page 18, Randolph County Registry; and

WHEREAS, Boyd Realty and Builders, Inc. has heretofore placed certain restrictive covenants on said property which are recorded in Book 1011, Page 168, in the office of the Register of Deeds of Randolph County; and

WHEREAS, Restriction No. 5 is as follows:

"5. No residence or building of any kind erected on the property shall be nearer the front property lines on any street than 30 feet, no nearer either of the side property lines of a building lot than 10 feet, provided that this section shall not apply to garages and outside utility houses which are erected in the rear of the residences and dwelling." and

WHEREAS, Boyd Realty and Builders, Inc. is now the owner of all of the lots contained in Barber Estates Subdivision and desires to withdraw restriction No. 5 as shown in Restrictive Covenants recorded in Book 1011, Page 168, and to insert in lieu thereof, and to make said property subject to the following restriction:

"5. No residence or building of any kind erected on the property shall be nearer the front property lines on any street than 30 feet, no nearer either of the side property lines of the building lots than 5 feet, provided that this section shall not apply to garages and outside utility houses which are erected in the rear of the residences and dwellings."

This agreement shall be in full force and effect until May 15, 2000.

14

IN WITNESS WHEREOF, Boyd Realty and Builders, Inc. has caused these presents to be signed in its name by its President, and its corporate seal to be hereto affixed and attested by its Secretary, this day and year first above written.

BOYD REALTY AND BUILDERS, INC.

By William T. Boyd
President

Attest:

Shirley L. Boyd
Secretary



THIS 15th day of December, 1970, personally came before me, William T. Boyd, who, being by me duly sworn, says that he is the President of Boyd Realty and Builders, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said William T. Boyd acknowledged the said writing to be the act and deed of said Corporation.

Anna T. Boyd
Notary Public

My commission expires: 5-15-75

NORTH CAROLINA — Randolph County
The foregoing certificate(s) of Anna T. Boyd
M. P. Boyd Co., N.C.
is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book _____, Page _____
This 16th day of December, 1970
at 3:05 o'clock P.M.
Annie Sims, Register of Deeds
By Collen Callieuth, Deputy
Register of Deeds