

NORTH CAROLINA

RESTRICTIVE COVENANTS

RANDOLPH COUNTY

THIS AGREEMENT, Made and entered into this 22 day of January, 1971  
 by Boyd Realty and Builders, Inc., Wachovia Mortgage Company, and Cameron Brown  
 Company, all North Carolina corporations, and Nathaniel D. Taylor, Trustee for Wachovia  
 Mortgage Company of \_\_\_\_\_ County, <sup>and</sup> R. Wilkins Hamill, III <sup>or</sup> Robert  
 M. Turner, Trustees for Cameron Brown Company of Wake County, 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."

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.

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Wachovia Mortgage Company and Nathaniel D. Taylor, Trustee, are joining in this Agreement for the purpose of showing their assent thereto and for the purpose of subordinating the deeds of trust recorded in Book 1019, Page 385, and Book 1027, Page 33, Randolph County Registry, to the terms of these amended restrictions.

Cameron Brown Company and R. Wilkins Hamill, III, ~~or~~ Robert M. Turner, Trustees, (either of whom may act) are joining in this Agreement for the purpose of showing their assent thereto and for the purpose of subordinating the deeds of trust recorded in Book 1018, Page 160, and Book 1021, Page 600, Randolph County Registry, to the terms of these amended restrictions.

IN WITNESS WHEREOF, said Nathaniel D. Taylor, <sup>AND</sup> R. Wilkins Hamill, III, or Robert M. Turner have hereunto set their hands and seals and Boyd Realty and Builders, Inc., Wachovia Mortgage Company and Cameron Brown Company have caused this instrument to be executed by President of each, and their corporate seals to be hereto affixed and attested by the Secretary of each, the day and year first above written.

BOYD REALTY AND BUILDERS, INC:

By William Boyd  
President

Attest:

[Signature]  
Secretary

WACHOVIA MORTGAGE COMPANY

By [Signature]  
President

Attest:

[Signature]  
Secretary

CAMERON BROWN COMPANY

By [Signature]  
President

Attest:

[Signature]  
Secretary

[Signature]  
Nathaniel D. Taylor

Robert M. Turner  
Robert M. Turner

NORTH CAROLINA

RANDOLPH COUNTY

This 20 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.

William T. Boyd  
Notary Public

My commission expires: 5-15-71

NORTH CAROLINA

COUNTY OF Franklin

This 20 day of December, 1970, personally came before me, William T. Boyd, who, being by me duly sworn, says that he is President of Wachovia Mortgage Company 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.

William T. Boyd  
Notary Public

My commission expires: 5-15-71

NORTH CAROLINA

COUNTY OF \_\_\_\_\_

This 22 day of January, 1971, personally came before me, OB, Franklin J. ... who, being by me duly sworn, says that he is President of Cameron Blyden Company, 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 OB Franklin J. ... acknowledged the said writing to be the act and deed of said Corporation.

Linda P. Faircloth  
Notary Public

My commission expires: 7/30/75

NORTH CAROLINA

COUNTY OF Guilford

I, Alice H. Bunton, a Notary Public of said County, do

hereby certify that Nathaniel D. Taylor, Trustee, personally appeared before me this day and acknowledged the execution of the foregoing Agreement.

Witness my hand and seal, this the 30<sup>th</sup> day of December, 1970.

Alice H. Bunton  
Notary Public

My commission expires: 5-1-71

NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of said County, do

hereby certify that R. Wilkins Hamill, III, Trustee, personally appeared before me this day and acknowledged the execution of the foregoing Agreement.

Witness my hand and seal, this the \_\_\_\_\_ day of December, 1970.

\_\_\_\_\_  
Notary Public

My commission expires:

NORTH CAROLINA

COUNTY OF Wake

I, Kinda P. Faircloth, a Notary Public of said County, do

hereby certify that ~~ROBERT M. TULLY~~ Trustee, personally appeared before me this day and acknowledged the execution of the foregoing Agreement.

Witness my hand and seal, this the 22<sup>nd</sup> day of January, 1971.

Kinda P. Faircloth  
Notary Public

My commission expires: 1/30/76

Notary Public - Guilford County

The foregoing certificate(s) of Anna D. Rugh, N.P. of Randolph Co., N.C., Carol  
Lynn Spaul, N.P. of Swain Co., N.C., Linda P. Faircloth, N.P. of Wake Co., N.C.  
+ Alice H. Bunton,  
N.P. of Guilford Co., N.C.

This 2nd day of February, 1971  
at 2:30 P.M.

By Sue Phillips, Asst.