

RANDOLPH COUNTY

RESTRICTIVE COVENANTS

Brookfield Acres, Inc., a corporation organized under the laws of the State of North Carolina, with principal offices located in Randleman, Randolph County, North Carolina; by and through its duly authorized and qualified officers hereinafter named; in their capacity as officers of said corporation and as individuals, being citizens and residents of Randolph County, North Carolina, and after first being duly sworn, say:

That said corporation is the sole owner of a certain tract of land which is described by deed recorded in the office of the Register of Deeds of Randolph County, North Carolina, in Book 1058, page 27; and Book 1058, page 334;

That Brookfield Acres, Inc., in order to promote a well classified and regulated residential district upon said lands, does hereby covenant and agree with all persons, firms and corporations hereinafter owning any part of the aforesaid lands that, subject to paragraph 14 hereof, said property is hereby and shall be subjected to the following restrictions as to the use thereof and that said restrictions are to run with said property and every part thereof by whomsoever owned for a period of twenty (20) years from the date of this instrument.

1. That only mobile homes, modular houses or conventionally built houses shall be used as residences on any said land and no structures of any kind shall be placed on any of said land except as herein permitted. The word "homes" as herein used refers to mobile homes, modular houses or conventionally built houses.
2. That said land shall be used for single family residential purposes only.
3. That there shall be only one such residence on each subdivided lot within said lands.
4. That all mobile homes or modular homes placed upon any of said lots shall be at least forty-five (45) feet in length and at least ten (10) feet in width.
5. Each home placed upon lots on said land shall be no less than fifty (50) feet back from the right-of-way of the road which the residence concerned faces. All homes or other buildings placed upon lots in said subdivision shall be no closer to a side lot line than fifteen (15%) percent of the width of the front of the lot.

WILSON & WILSON
ATTORNEYS
200 SOUTH STREET
RALEIGH, N. C.

6. All such homes on lots in said land shall be turned "Crosswise" on the lot and shall face and be parallel with the road in front of the lot.

7. No more than one outbuilding may be constructed on any one lot on said land and the plan for such outbuilding must be approved by an officer of Brookfield Acres, Inc., or his nominee prior to the commencement of construction.

In the event any outbuilding is constructed upon or placed upon any lot in said subdivision without prior approval as herein required the said corporation or its nominee shall have the right to enter upon said lot and remove such outbuilding at the owners' expense.

8. All homes placed upon any lot on said land must be underpinned and the space between the floor of the home and the ground shall be entirely enclosed and no wheels, axles or frames shall be visible.

9. No animals of any kind or fowl of any kind shall be kept on any lot on said land outside of the home except pet cats and dogs.

10. There shall be no outside toilets of any kind on any lot on said land.

11. Except as stated in Paragraph 14, there shall be no commercial business of any kind operated upon or from any lot on said land or from any home located on said land.

12. No inoperative motor vehicles of any kind, or parts of motor vehicles, or junk of any kind shall be kept upon any lot on said land and if any such items are found upon any lot on the said land, the aforesaid corporation, through its duly authorized agents, shall have the right to enter upon said lot and remove said items therefrom, and store said items at the owners' expense.

13. It shall be permissible to add a patio or a screen porch to any home on said land and for such addition to be closer than fifty (50) feet to the front property line of the lot. However, any enclosed rooms or carports which are added to any home on said land must be no less than fifty (50) feet from the front property line adjoining the street as required by "item 5" above. And such additions shall not violate the side line restrictions as required in "Item 5" above.

14. Brookfield Acres Inc. may void or withdraw any part or all of these restrictive covenants as to any part or all of the lands hereinabove described (which are owned by Brookfield Acres, Inc. at the time of such withdrawal by the said Brookfield Acres, Inc.) by filing in the office of the Register of Deeds of Randolph County, North Carolina, an instrument describing the lands which are to be free of the restrictions and stating which of these above restrictions are to be withdrawn. The withdrawal of any part of these restrictions from any part or all of any of the land owned by Brookfield



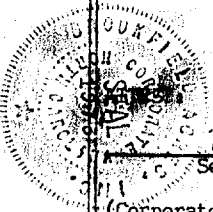
Acres, Inc. at the time of such withdrawal shall in no way invalidate the restrictions or any part thereof as to any of the lands described except the portion as shall be described in the instrument of withdrawal filed as above required.

15. Invalidation of any one of these covenants by judgment or court shall in no wise affect any of the other provisions which shall be and remain in full force and effect.

16. No noxious or offensive activities shall be carried on upon any lots, nor shall any dance hall, pool room, skating rink, night club or other business or public social facility be operated or maintained or kept on any portion of the lands hereinabove described except community recreational and social facilities or utility facilities such as washerettes, convenience stores or other activities of such nature as may be authorized in writing by Brookfield Acres, Inc.

17. Any campers, tents, boats or boat trailers kept or parked on any lot in said lands shall be located behind the residence and shall not be located on a lot unless a home is also on said lot.

IN TESTIMONY WHEREOF, the party of the first part has caused these restrictive covenants to be executed in its corporate name by and through its duly authorized and constituted corporate officers, this the 30th day of May, 1973.

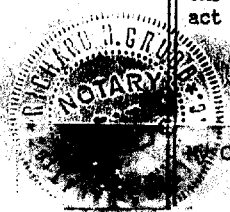


BROOKFIELD ACRES, INC.
BY Charles R. Grubb
President

Mrs. Mae M. Grubb
Secretary
(Corporate Seal)

NORTH CAROLINA -- RANDOLPH

This 30th day of May, 1973, personally came before me, Richard N. Grubb, a Notary Public, Charles R. Grubb, who, being by me duly sworn, says that he is president of Brookfield Acres, Inc., and that the seal affixed to the foregoing Restrictive Covenants in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. The said Charles R. Grubb, President, acknowledged the said writing to be the act and deed of said corporation.



Witness my hand and notarial seal, this the 30th day of May, 1973.
Richard N. Grubb
Notary Public
My Commission Expires May 4, 1976

NORTH CAROLINA -- Randolph County

The foregoing certificate(s) of Richard N. Grubb
Notary Public of Duillard Co., N.C.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1058
Page 646 This 9th day of May, 1973 at 3:40 o'clock P.M.

By Sue Phillips Asst. Register of Deeds
Annie Shaw, Register Deeds