

PREPARED BY: Morgan, Byerly, Post, Herring & Keziah, Attorneys at Law, 212 East Green Drive, High Point, N. C. 27260 *Mau 10/11/76*

404e THIS DEED Made this 20th day of January, 1976, by and between BILLIE E. BOWMAN and Husband, E. L. BOWMAN, of Randolph County and State of North Carolina, hereinafter called Grantor, and ARCHDALE CONSTRUCTION COMPANY, A CORPORATION, P. O. Box 4067, Archdale, N. C., hereinafter called Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs and/or successors and assigns, premises in Trinity Township, Randolph County, North Carolina, described as follows:

BEGINNING at an established iron pipe and being the southwest corner of Lawrence McNeill Property, see Book 951, Page 206, Randolph County Registry, and running thence S. 8 degrees 03 Minutes W. 568.11 feet to a point; running thence S. 87 degrees 21 Minutes W. 279.32 feet to a point; thence N. 86 degrees 19 Minutes W. 353.39 feet to a point in the east right of way of Brokaw Road (Secondary Road # 1566), and running thence S. 14 degrees 06 minutes W. along the east right of way line of said Brokaw Road (Secondary Road # 1566), 30.50 feet to a new iron pipe; running thence S. 86 degrees 19 minutes E. 357.95 feet to a new iron pipe; running thence N. 87 degrees 21 minutes W. 279.95 feet to a new iron pipe; running thence S. 84 degrees 00 minutes W. 746.54 feet to a new iron pipe in property of Mamon Deaton; running thence along the west line of said Mamon Deaton, N. 8 degrees 06 minutes E. 572.59 feet to an established iron pipe, being the southeast corner of Lawrence McNeill property; and running thence along the south line of Lawrence McNeill, N. 82 degrees 00 minutes W. 746.54 feet to an established iron pipe, the point and place of BEGINNING, and containing 10.471 acres. Said property being shown on a survey entitled, "Property of Mrs. J. M. Elder," Randolph County, Trinity Township, prepared by Clotus Craven, Surveyor, dated May, 1975, to which reference is hereby had.

See survey prepared by Clotus Craven in May, 1975, R. L. S. # L-483 and titled "Property of Mrs. J. M. Elder".

This conveyance is made subject to the following restrictions which shall run with the said lands by whomsoever owned.

(1) That no part of said property shall be used for any purpose other than residential. Not more than two residences shall be built on said land and each residence must have not less than three (3) acres to go with it.

(2) No structures shall be erected on any lot on said property or any part thereof, other than one detached single-family dwelling which shall not exceed two and one-half stories in height and appurtenant garage, servant quarters, and storage room.

(3) No dwelling shall be constructed or permitted to remain on any lot, the heated square feet area of which, exclusive of porches, stoops, terraces, breezeways, and the like is less than 1,400 square feet.

(4) No building, retaining walls, or any other masonry structure shall be constructed on any lot using exposed concrete, cinder or cement blocks.

(5) No building shall be constructed with imitation siding of any kind.

(6) These covenants and restrictions are to run with the land and shall be binding upon all parties hereto and all persons claiming under the makers hereof for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall automatically be extended for successive periods of ten (10) years each unless and until an instrument signed by a majority of the then owners of the lots herein restricted has been recorded agreeing to change said covenants in whole or in part.

(7) Invalidity of any one of these covenants or restrictions, by judgment, judicial decree or court order, or otherwise, shall not affect in any manner or particular any of the other provisions contained in this restrictive agreement, and the remaining provisions shall remain in full force and effect.

(8) No building shall be located on any lot nearer than 30 feet to the front line nor nearer than 20 feet to any side

street line.

(9) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

(10) There shall be no "Shell Homes" of any type erected.

(11) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. This provision includes, but is not limited to the prohibition of outside toilets (all residences must have adequate septic tanks or other approved sewage disposal), junk automobiles or any other type of salvage storage, chicken houses, hog pens and stables.

TO HAVE AND TO HOLD The above described premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantee, his heirs, and/or successors and assigns forever.

And the Grantor covenants that he is seized of said premises in fee, and has the right to convey the same in fee simple; that said premises are free from encumbrances (with the exceptions above stated, if any); and that he will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

When reference is made to the Grantor or Grantee, the singular shall include the plural and the masculine shall include the feminine or the neuter.

IN WITNESS WHEREOF, The Grantor has hereunto set his hand and seal, the day and year first above written.

Billie E. Bowman (SEAL)
Billie E. Bowman

E. L. Bowman (SEAL)
E. L. Bowman

STATE OF NORTH CAROLINA

GUILFORD COUNTY

I, [Signature], a Notary Public of said County, do hereby certify that BILLIE E. BOWMAN and Husband, E. L. BOWMAN, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing Deed.

Witness my hand and notarial seal, this the _____ day of January, 1976.

My Commission Expires:

[Signature]

[Signature]
Notary Public

NORTH CAROLINA - Randolph County

The foregoing certificate(s) of

[Signature]

Notary Public of

Guilford Co., N.C.

is (are) certified to be correct. The instrument was presented for registration and recorded in this office at Book 1079, Page 404. This 11th day of January, 19 76 at 12:25 o'clock P.M.

Annie Shaw Register Deeds

By [Signature] Register of Deeds