

NORTH CAROLINA

RANDOLPH COUNTY

THIS AGREEMENT, Made and entered into this 30th day of April, 1976, by and between Boyd Realty and Builders, Inc., a North Carolina corporation with its principal office and place of business in Asheboro, Randolph County, North Carolina, party of the first part; Dal K. Rich and wife, Ruby T. Rich, of Randolph County, North Carolina, parties of the second part; and Cecil Sewell, John E. Rich, Jr., Ronnie Sewell and Keith Rich, of Randolph County, North Carolina, parties of the third part;

W I T N E S S E T H:

THAT WHEREAS, said party of the first part has heretofore filed certain restrictive covenants in the office of the Register of Deeds of Randolph County, North Carolina, said restrictions being recorded in Book 1080, Page 622; and

WHEREAS, restriction no. 2 provides as follows:

"2. All houses shall be built at least thirty five feet from the front property line and at least five feet from the side property line."

AND WHEREAS, it was the intent of Boyd Realty and Builders, Inc. that said restriction be as follows:

"2. All houses shall be built at least thirty feet from the front property line and at least five feet from the side property line."

AND WHEREAS, since the filing of the aforesaid restriction, the party of the first part has conveyed Lots No. 6 and 7 in North Shore Development, Inc. as shown by plat recorded in Plat Book 17, Page 87, Randolph County Registry to the party of the second part by deed recorded in Book 1080, Page 623, Randolph County Registry.

AND WHEREAS, the party of the first part subsequently conveyed the remainder of the property covered by said restrictions to the parties of the third part by deed recorded in Book 1080, Page 624, Randolph County Registry;

AND WHEREAS, the parties of the second part and the parties of the third part are the owners of all of the property covered by the aforesaid restrictions;

AND WHEREAS, the party of the first part, the parties of the second part and the parties of the third part desire to revise paragraph 2 of the aforesaid restrictions by deleting paragraph no. 2 as it now appears and by substituting in lieu thereof the following:

"2. All houses shall be built at least thirty feet from the front property line and at least five feet from the side property line."

NOW, THEREFORE, said parties, for and in consideration of the sum of One Dollar to each of them in hand paid by the other, doth hereby release and discharge said land and all owners thereof, both present and future from that certain restriction which reads as follows:

"2. All houses shall be built at least thirty five feet from the front property line and at least five feet from the side property line."

and in lieu of the aforesaid restriction there shall be substituted the following:

"2. All houses shall be built at least thirty feet from the front property line and at least five feet from the side property line."

It is understood and agreed that each and all of said original restrictions (other than restriction no. 2 which is deleted) and the restriction substituted in lieu thereof shall be and remain in full force and effect for the period of time set forth in the original recorded restrictions.

IN TESTIMONY WHEREOF, said corporate party has caused this instrument to be signed in its name by its President and attested by its Secretary, all with corporate authority duly given, and the individual parties have hereunto set their hands and seals the day and year first above written.

NORTH CAROLINA

RANDOLPH COUNTY

This 11th day of July, 1976, 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 said corporation, 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.

Witness my hand and notarial seal, this 10th day of July, 1976.

Alice W. Louth
Notary Public

My commission expires: April 1977

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of

Alice W. Louth

Notary Public of

Randolph Co. N.C.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1081
Page 628 This 19th day of May, 1976 at 10:20 clock A.M

Annie Shaw, Register Deeds

By Brenda Jeayne Deputy Register of Deeds