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STATE OF NORTH CAROLINA

RESTRICTIVE COVENANTS

COUNTY OF RANDOLPH

THESE RESTRICTIVE COVENANTS, made and recorded, this the 26th day of October, 1994, by WENDELL T. BRILES, of Randolph County, North Carolina (the "Executor");

WITNESSETH:

That the Executor is the duly appointed and qualified personal representative of the Estate of Ernest Sheridan Briles, deceased (93 E 1); and that the Last Will and Testament of the deceased directed the Executor, *inter alia*, to sell the real property in the estate, consisting of 170.850 acres, more or less, located on Secondary Road #1335, Tabernacle Township, Randolph County, North Carolina, and more particularly described in deeds recorded at Book 1107, Page 361, and Book 199, Page 145, Randolph County Registry.

That, pursuant to personal instructions from the deceased, the Executor hereby makes the following declaration, as to limitations, restrictions and uses to which all property, within the boundaries of the above-referenced tract may be put, hereby specifying that said declaration shall constitute covenants that run with the land and shall be binding on all parties, corporations and all persons or firms claiming under them, and for the benefit of and limitation upon all future owners of any portion of said property, this declaration of protective covenants and restrictions being designated for the purpose of keeping said property desirable and to insure the use thereof for attractive purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to property owners the full benefit and enjoyment of their property, with no greater restriction upon the free and undisturbed use thereof than is necessary to insure the same.

The Restrictive Covenants are as follows:

- (1) All structures must be site built. All residential structures must be designed for detached single-family occupancy and may not be divided into duplex, condominium or apartment configurations. Manufactured homes, including but not limited to single or double-wide mobile homes and modular homes, are not permitted.
- (2) All sewage disposal shall be by septic tanks and drain fields, which meet all requirements of the governmental entity which regulates the same.
- (3) No disabled or junk vehicles or other unsightly objects of any kind may be stored or maintained on the property.

Invalidation of any one or more of these covenants or restrictions, by judgment, court order or otherwise shall not affect any of the other provisions, which shall remain in full force or effect.

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These restrictive covenants shall be binding upon the present owners, their grantees, successors, heirs, and assigns and shall be covenants running with the land. These restrictive covenants shall be binding on all future owners and shall be in full force and effect for the period of time ending January 1, 2050.

IN WITNESS WHEREOF, Wendell T. Briles, Executor of the Estate of Ernest Sheridan Briles, executed these Restrictive Covenants, the day and year first above written.

Wendell Briles (SEAL)
Wendell T. Briles

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, Sandra P. Allred, a Notary Public of said count and state aforesaid, do hereby certify that Wendell T. Briles, Executor of the Estate of Ernest Sheridan Briles, personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants for the purposes therein expressed.

WITNESS my hand and notarial seal, this the 26th day of October, 1994

Sandra P. Allred
Notary Public

My commission expires:
March 1, 1999

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Sandra P. Allred, N. P.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1407,
Page 1499, This 26th day of October, 19 94 at 10:22 o'clock A M.

By Ann Shaw, Register of Deeds
Ann Shaw, Register of Deeds