

NORTH CAROLINA

RANDOLPH COUNTY

RESTRICTIVE COVENANTS

Cook Enterprises, Inc., a corporation organized under the laws of the State of North Carolina, with principal offices located in Level Cross Township, 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 they are the owners of certain lots or parcels of land which have been platted and recorded in the office of the Register of Deeds of Randolph County, North Carolina, and designated as Colonial Estates Subdivision, Section B, as shown by plat recorded in Plat Book 13, Page 14, Randolph County Registry; and that said corporation is the sole owner of said property;

That your affiants in order to promote a well classified and regulated residential district upon said land as hereinabove specified do hereby place upon the said lands the restrictive covenants as hereinafter set forth, to wit:

1. That only mobile homes shall be used as residences on any of said land and no structures of any kind shall be placed on any of said land except as herein permitted.
2. That said land shall be used for residential purposes only.
3. That there shall be only one mobile home on each lot in said subdivision.
4. That all mobile homes placed upon any of said lots shall be at least 45 feet in length and at least 8 feet in width.
5. Each mobile home placed upon lots in said subdivision shall be no less than 75 feet back from the lot line joining the road which the lot concerned faces and no more than 80 feet back from the lot line joining the road which the lot concerned faces. All trailers placed upon lots in said subdivision shall be no closer to a side lot line than 15% of the width of the front of the lot.
6. All mobile homes on lots in said subdivision shall be turned "crosswise" on the lot and the mobile home shall face and be parallel with Heritage Lane.
7. No more than one out building may be constructed on any one lot in said subdivision and the plan for such out building must be approved by one of

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the officers of Cook Enterprises, Inc. or his nominee prior to the commencement of construction. In the event any out building 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 out building at the owners expense.

8. All mobile homes placed upon any lot in said subdivision must be underpinned and the space between the floor of the mobile 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 keep on any lot in said subdivision outside of the mobile home except pet cats and pet dogs.

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

11. There shall be no commercial business of any kind operated upon or from any lot in said subdivision or from any mobile home located in said subdivision.

12. No inoperative motor vehicles of any kind, or parts of motor vehicles, or junk of any kind shall be keep upon any lot in said subdivision, and if any such items are found upon any lot in the subdivision 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 ad a patio or a screen porch to any mobile home in said subdivision and for such addition to be closer than 75 feet from the front property line of the lot. However any enclosed rooms or carports which are added to any mobile home in said subdivision must be no less than 75 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. The term "mobile home" as herein use/ shall be construed to include trailers.

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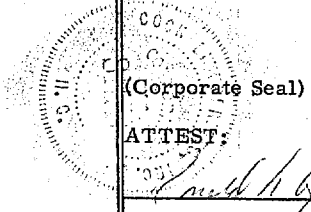
The above covenants and conditions are placed upon the aforesaid subdivision and set forth as a part of a general scheme or plan of development for the benefit of all owners of the property in said subdivision, and said covenants are and shall be binding upon the present owners of said lands, its successors and assigns, and shall be covenants running with the land, binding on all future owners of any lots in the said subdivision.

This agreement shall be in full force and affect until the first day of May, 1988.

This 30th day of April, 1968.

COOK ENTERPRISES, INC.

BY *F. Allen Cook*
Allen Cook - President



ATTEST:

Ronald L. Cox
Secretary

F. Allen Cook
Allen Cook - Individually

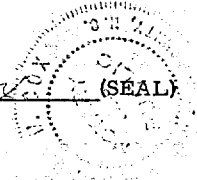
Ronald L. Cox
Ronald L. Cox - Individually

NORTH CAROLINA - Randolph County

Personally appeared before me, a Notary Public of Randolph County, North Carolina, F. Allen Cook, who being by me first duly sworn, says that he is the president of Cook Enterprises, Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of the said corporation by its authority duly given and was attested by the secretary of said corporation, and the said F. Allen Cook acknowledged the said writing to be the act and deed of said corporation;

And the said F. Allen Cook and Ronald L. Cox, individually, after first being duly sworn acknowledge that they have read the foregoing instrument and know the contents thereof and they do hereby state under oath that the same is correct and that they have sworn to and subscribed the same, all done this 1st day of May, 1968.

Brenda A. Cox
Notary Public



My Commission Expires: 1-27-69

NORTH CAROLINA - Randolph County
The foregoing certificate(s) of *Brenda A. Cox*,
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 _____
Page _____ This *1st* day of *May*, 19*68* at *2:30* o'clock *P.*M.

Annie Shaw, Register Deeds
Annie Shaw
Register of Deeds