

INDEXED
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BOOK 520 PAGE 642

DRAWN BY AND MATT TO:

Geoffrino G. Porter
991 Elizabeth Avenue
Suite 591

STATE OF NORTH CAROLINA
COUNTY OF UNION

AMENDMENT TO RESTRICTIVE COVENANTS, NC 28304

WHEREAS, HUGH DEVON WORTMAN and JUDIE M. WORTMAN and DAN L. MOSER CONSTRUCTION & REALTY CO., INC. are the owners of a certain tract of land located in Monroe Township, Union County, North Carolina and described in Plat recorded in the office of the Register of Deeds of Union County, North Carolina, in Plat Cabinet C, Files 745, 746 and 747, and designated as SANDALWOOD IV.

R. Porter

WHEREAS, HUGH DEVON WORTMAN and JUDIE M. WORTMAN placed certain Restrictive Covenants on the above property, such restrictions being recorded in Book 499 at page 445 of the Union County Public Registry, and whereas Hugh Devon Wortman and Judie M. Wortman and Dan L. Moser Construction & Realty Co., Inc. now desire, for the use and benefit of their heirs, successors and assigns, and their future grantees and leasees, to amend the above restrictions.

NOW, THEREFORE, in consideration of the premises and for the purpose aforesaid, Hugh Devon Wortman and Judie M. Wortman and Dan L. Moser Construction & Realty Co., Inc., for their heirs, successors and assigns and their future grantees and leasees, do hereby amend the restrictions placed and imposed upon each of the following lots: Lots 221, 222, 223, 224, 225, 226, 227, 228, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, and 296, which lots are shown on the above reference plat.

Hugh Devon Wortman and Judie M. Wortman and Dan L. Moser Construction & Realty Co., Inc, desire to amend the restrictions in the following matter: By striking the following sentence of Paragraph 3 of the restrictions recorded in Book 499, at Page 445 of the Union County Public Registry, such sentence to be stricken reading, "Notwithstanding the foregoing, if the setback lines shown on the Plat recorded in Plat Cabinet C, Files 745, 746 and 747 of the Union County Public Registry are more restrictive than the setback requirements set forth above, the more restrictive setback requirements of the Plat shall govern."

The following sentence shall be inserted in place of the above stricken sentence: "Notwithstanding the foregoing, if the setback lines shown on the Plat recorded in Plat Cabinet C, Files 745, 746 and 747 of the Union County Public Registry are less restrictive than the setback requirements set forth above, the less restrictive setback requirements of the Plat shall govern."

WHEREAS, the Restrictive Covenants set forth in Book 499, at Page 445 of the Union County Public Registry state the restrictions may be amended with the approval of the

Filed for record
Date: 10-2-91
Time 11:50 o'clock A. M.
O'HEIL L. PLYLER, Register of Deeds
Union County, Monroe, North Carolina

BOOK 570 Page 115 (643)
owners of at least 75% of the property shown on the recorded Plat of Sandalwood IV. The undersigned are the owners of at least 75% of the property shown on the recorded Plat.

DAN L. MOSER CONSTRUCTION & REALTY CO., INC.

Dan Moser
President

Sharon Ball
Secretary

ATTEST:

Hugh Devon Wortman
Hugh Devon Wortman

Judie M. Wortman
Judie M. Wortman

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, a Notary Public of the County and State aforesaid, certify that Hugh Devon Wortman and Judie M. Wortman personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal this 35th day of September, 1991.

My Commission Expires: 10-18-92 Margaret B. Moser
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, a Notary Public of the County and State aforesaid, certify that Sharon Ball personally came before me this day and acknowledged that she is Secretary of Dan L. Moser Construction & Realty Co., Inc. a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Secretary. Witness my hand and official stamp or seal, this 35th day of September, 1991.

My Commission Expires: 10-18-92 Margaret B. Moser
Notary Public

NORTH CAROLINA - Union County Margaret B. Moser
The foregoing certificate(s) of

Notary Public of Union County

(s) certified to be correct. This instrument was presented for registration and recorded in this office at Book 520, Page 643

this 2 day of October, 1991 at 11:50 o'clock A.M.

ONEIL L. PLYLER, REGISTER OF DEEDS

By: Sharon Ball Asst/Deputy

RECORDED
and
VERIFIED
JMM

BOOK 199 PAGE 115

STATE OF NORTH CAROLINA
COUNTY OF UNION

Correction
DECLARATION OF RESTRICTIVE COVENANTS

REFERENCE HERETO
MADE TO: BOOK 499
PAGE 093
580-672
Revised JMM

WHEREAS, HUGH DEVON WORTMAN and JUDIE M. WORTMAN of Mineral Springs, North Carolina, are the owners of a certain tract of land located in Monroe Township, Union County, North Carolina and described in plat recorded in the office of the Register of Deeds of Union County, North Carolina, in Plat Cabinet C, Files 745, 746 and 747, and designated as SANDALWOOD IV.

WHEREAS, HUGH DEVON WORTMAN and JUDIE M. WORTMAN now desire for the use and benefit of their heirs, successors and assigns and their future grantees and lessees, to place and impose certain restrictive covenants on the subject property and the owners and holders.

NOW, THEREFORE, in consideration of the premises, and for the purpose aforesaid, Hugh Devon Wortman and Judie M. Wortman for their heirs, successors and assigns and their future grantees and lessees, do hereby place and impose upon each of the following lots - Lots 221, 222, 223, 224, 225, 226, 227 and 228 and then starting again with Lots 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295 and 296, which lots are shown on the above referenced plat, containing and included in the subject property the following restrictive covenants.

1. No dwelling erected on a lot or any reconfiguration of one or more contiguous lots shall contain less than 1100 square feet of enclosed heated living area. Hugh Devon Wortman and Judie M. Wortman reserve the right to review and approve any residential blueprints. Only a single family dwelling and its ancillary buildings may be erected on a lot. Not more than one residence may be erected on a lot. No ancillary building, as aforementioned, may be erected until construction of the dwelling has been begun. No dwelling or ancillary building shall have outside exposed concrete blocks, other than for the foundation of the building.

2. Easements for installation, maintenance and repair of utilities and cable television (CATV) and drainage facilities are reserved as shown on the above-referenced plat and over the rear ten (10) feet and each side five (5) feet of every lot. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Hugh Devon Wortman and Judie M. Wortman for themselves, their successors and assigns reserve the right to create and impose additional easements or rights-of-way over unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

3. No residential building shall be located on any lot nearer than twenty five (25) feet from the street right-of-way line of street on which the lot fronts, nor nearer than fifteen (15) feet to side street line. Notwithstanding the foregoing, if the set back lines shown on the plat recorded in Plat Cabinet C, Files 745, 746 and 747, of the Union County Registry are more restrictive than the set back requirements set forth above, the more restrictive set back requirements of the plat shall govern. No residential building shall be located on any lot nearer than forty (40) feet from rear of the lot on lots contiguous to outside boundary and fifteen (15) feet on interior lots. No residential building shall be located on the lot nearer than eight (8) feet from either side of the lot.

4. Only household pets may be kept on a lot, and such animals cannot be kept, raised or bred for any commercial purposes. No savage animals shall be kept or maintained on any lot or in any dwelling. Livestock related to dairy or food production shall not be permitted on a lot. All animals shall be maintained by their owners in such manner as not to constitute or create a nuisance to other property owners within the property herein described.

5. All homes to have a poured concrete driveway - a minimum of ten (10) feet in width to begin at curb and extend at least to the front foundation area of the house.

6. All lots shall be used solely for single family residential purposes only and no buildings shall be erected, placed, or permitted to remain on a lot or any reconfiguration of one or more contiguous lots other than for the purpose of a single family dwelling.

7. No residence, building, structure of a temporary nature shall be erected or allowed to remain on a lot or any contiguous property, and no mobile home, trailer, basement, shack, tent, garage, barn, or other building of a similar nature shall be used as a residence on a lot, either temporarily or permanently. This section shall not prevent the use of model homes and construction trailers during the construction of residences within the subdivision.

8. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing and damage thereto by fire or other casualty. None of the following items shall be erected or located closer to the front yard than the front corners of any dwelling erected on the lot:

- (a) recreational vehicles;
- (b) commercial vehicles of any kind that are operated by a member of the household occupying the dwelling on the lot;
- (c) boats and boat trailers;
- (d) vehicles of any type which are abandoned, inoperative or dismantled;
- (e) free standing radio or television transmission or reception towers, antennas, satellite dishes or discs;
- (f) swimming pools; jacuzzis or hot tubs;
- (g) trampolines;
- (h) clotheslines;
- (i) trash, rubbish, stored materials or similar unsightly items; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish or other debris for collection by governmental or other similar garbage and trash removal units, fences or walls
- (j)

9. Vehicles shall not be parked or stored on any part of the lot not improved for that purpose, i.e. garage, driveway, carport or parking pad. This paragraph does not preclude occasional overflow parking for guests or other reasonable purposes.

10. No noxious, offensive, or illegal activity shall be carried on upon a lot or an assembly of a lot or any reconfiguration of one or more contiguous lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to any owner of all or a part of the property herein described.

11. No lot or lots shall be combined or reconfigured without the prior written consent of Hugh Devon Wortman and Judie M. Wortman, their successors and assigns.

12. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless the owners of at least seventy-five percent (75%) of the property shown on the recorded plat of SANDALWOOD IV sign and record an agreement terminating these covenants.

13. Any modification, amendment, or other change in these restrictions and covenants shall be made only with the approval of the owners of at least seventy-five percent (75%) of the property shown on the recorded plat of SANDALWOOD IV.

14. The invalidation or unenforceability of any one or more of these restrictions or any part thereof by judgment or order of a court of competent jurisdiction shall not adversely affect the balance of these restrictions and covenants which shall remain in full force and effect.

15. The aforesaid covenants and restrictions are imposed as a part of a common development plan for the property described in Plat Cabinet C, Files 745, 746 and 747, of the Union County Registry, and accordingly, shall run with the land and be enforceable by any owner of a lot or parcel of land lying within the property described in Plat Cabinet C, Files 745, 746 and 747.

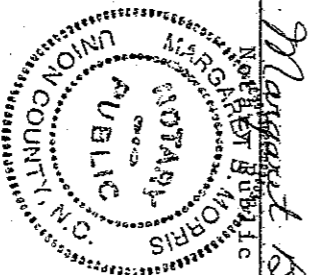
IN WITNESS WHEREOF, the parties hereto have executed this Declaration under seal as of the 10th day of May, 1991.

By: Hugh Devon Wortman
Hugh Devon Wortman

By: Judie M. Wortman
Judie M. Wortman

NORTH CAROLINA
UNION COUNTY

I, Margaret B. Morris, a Notary Public of said County and State, certify that Hugh Devon Wortman and Judie M. Wortman owners, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 10th day of May, 1991.



My Commission Expires: 10-18-92

Margaret B. Morris
P.O. Box 387
Spencer Springs, N.C.
28088

NORTH CAROLINA - Union County Margaret B. Morris
The foregoing certificate of

Notary Public of Union Co., N.C.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 499, Page 445
this 10 day of May, 1991 at 3:05 o'clock P M.

ONEL L. PLYLER, REGISTER OF DEEDS

By: Shelley D. Nease
Assistant/Deputy