

RESTATED RESTRICTIVE COVENANTS
OF
COUNTRY WOODS EAST A/K/A COUNTRY WOODS II

RECORDED
and
VERIFIED
JMG

THIS RESTATEMENT OF THE RESTRICTIVE COVENANTS OF COUNTRY WOODS
EAST A/K/A COUNTRY WOODS II is made this 20th day of ~~XXX~~ August, 1990, by
Ty-Par Realty, Inc., hereinafter referred to as "Declarant";

W I T N E S S E T H :

THAT WHEREAS, the Declarant has previously established
Restrictions for Country Woods East as recorded in Deed Book 428 at
page 628 of the Union County Register of Deeds Office, which
Restrictions have been amended as follows:

- 1) First Amendment to Restrictive Covenants of
Country Woods East dated March 23, 1990,
recorded in Deed Book 473 at page 149 of the
Union County Register of Deeds Office.
- 2) Second Amendment to Restrictive Covenants of
Country Woods East dated March 23, 1990,
recorded in Deed Book 473 at page 152 of the
Union County Register of Deeds Office.

WHEREAS, the Declarant now wishes to restate the Restrictions,
including the original Restrictions as amended by the above stated
amendments, for the clarity of the public record and the convenience
of the owners in Country Woods East all as shown on plat recorded in
Plat Cabinet C, File No. 28, and in Plat Cabinet C, File No. 310, in
the office of the Register of Deeds for Union County, North Carolina.

NOW, THEREFORE, know all men by these presents that the Declarant
hereby restates the Restrictions, as amended, upon each lot within the
subdivision hereinabove referred to, which Restrictions shall be
considered covenants running with the land for a period of twenty (20)
years from the original date of enactment, to wit:

1. No lot, as designated on said plat, shall be further sub-
divided such that the result is any lot having less than twenty
thousand (20,000) square feet of surface area exclusive of the right
of way.
2. No lot or portion thereof shall be used for other than
single family residential purposes and no mobile homes or similar
structures shall be located or maintained on said premises, either
permanently or temporarily.
3. No animals shall be maintained upon any lots except normal
household pets such as dogs and cats and no animals shall be kept,

bred or maintained for any commercial purposes. No dogs shall be allowed off of owner's property after 10:00 p.m. and before 7:00 a.m. except on leash and under the control of the owner or other responsible person.

4. No residence which is constructed shall have less than one thousand seven hundred square feet of heated space, exclusive of carport, garage, breezeway and porches. No outbuildings shall be constructed upon said lots other than of materials and design of the same or substantially similar to that of the principal dwelling located upon said lot.

5. No satellite dishes or other electronic receiving devices shall be permitted in the side or front yards nor shall they be permitted on roof structure of any buildings.

6. Owners of lots in this subdivision shall not be permitted to remove trees in excess of 6" in caliper, 6' from the ground except for construction of the buildings and driveways to be placed thereon and for an area of no greater than thirty (30) feet around said buildings. If a tree dies or is blown over by a storm, it may be removed.

7. No building, fence, wall, outbuilding, or other accessory feature to the dwelling structure shall be commenced, erected, placed, maintained or altered on any lot or combination of contiguous lots, until the complete constructions plans, plot plan and specifications showing, among other details, the external appearance and the proposed location of the building, fence, wall, outbuilding or other accessory feature on the lot have been approved in writing by Declarant or its designated successors or assigns.

8. No fence or wall shall be erected on any part of the front portion of any interior lot. Fencing may be installed by an owner or owners on the rear portion of a lot; however, such fencing shall not extend closer to the street than the rear line of the dwelling. On corner lots abutting two streets, no fence or wall shall extend closer to any street than 40 feet from the street right of way line. Chain link fencing is not permitted. No fence will be permitted in any rear yard with a height in excess of four (4) feet except around patios, wood decks, or pools as privacy screens or as required around pools or similar hazards for liability protection.

9. Ty-Par Realty, Inc. reserves an easement in and right at anytime in the future to grant a ten (10) foot right of way over, under, and along the rear or side line of each lot for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities, including water, sewage service and storm water drainage facilities. There is also reserved any special utility easement as reserved across said lots as shown on recorded plat.

10. Unless seventy-five percent (75%) of said lots have been sold and conveyed by the Declarant, the Declarant shall have the right and hereby reserves the right and authority to amend said Restrictions in any and all respects, including, but not limited to, the cancellation thereof, or as to delete any or all of said lots from the effect of these Restrictions or to waive set-back and set-off requirements as to any lot. However, after the sale of seventy-five percent (75%) of said lots, these restrictions shall not be amended, altered or the effect thereof deleted from any of said lots without the joinder of the owners of the majority of said lots.

IN WITNESS WHEREOF, the parties hereto have caused this

instrument to be executed the day and year first above written.

Ty-Par Realty, Inc.

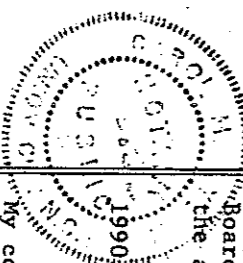
Attest:
Lynette C. Plyler
Secretary

By: *[Signature]*
President

STATE OF NORTH CAROLINA
COUNTY OF UNION

Before me, a Notary Public, personally appeared this day Lynette C. Plyler who, being duly sworn, says that he/she is the Secretary and that L. Carlton Lyson is the President of Ty-Par Realty, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the common seal of said corporation; that the foregoing instrument was executed in its corporate name by the said President and attested to by the said Secretary who affixed the common seal thereto, all by order of the Board of Directors of said corporation and that the said instrument is the act and deed of the said corporation.

Witness my hand and notarial seal this 20th day of August, 1990



Carol M. Tegen
Notary Public

My commission expires:

My Commission Expires 11-1-92

GRIFFIN, CALDWELL,
HELDER &
STEELEMAN, P. A.
ATTORNEYS-AT-LAW
MONROE, N. C.

STATE OF NORTH CAROLINA
COUNTY OF UNION

The foregoing certificate of Carol M. Pyle
Notary(ies) Public of Union
County, North Carolina, is/are hereby certified to be correct. This
instrument was presented for registration and recorded in this office
in Book 479, page 481.

This 24 day of August, 1990, at 11:20 o'clock A.m.

OWELL L. PYLE

Register of Deeds

By: Shirley T. Moore

Dist. R.S.

GRIFFIN, CALDWELL,
HEIDER &
STEELMAN, P. A.
ATTORNEYS-AT-LAW
MONROE, N. C.