

WHEREAS, L. Clegg Pritchard and wife, Myrtle L. Pritchard and Phillip C. Pritchard and wife, Beth L. Pritchard, have heretofore filed restrictive covenants relating to property known as Cedar Creek Subdivision as shown on plat recorded in Plat Book 20, Page 30, said restrictive covenants being filed in Book 1115, Page 521, in the office of the Register of Deeds of Randolph County; and

WHEREAS, L. Clegg Pritchard and wife and Phillip C. Pritchard and wife subsequently conveyed the property which is subject to these restrictions to Pritchard Construction Inc. by deed recorded in Book 1115, Page 861, Randolph County Registry; and

WHEREAS, Pritchard Construction Inc. has conveyed one lot out of said subdivision to Clyde T. Shaw, Jr. and wife, Ann N. Shaw, by deed recorded in Book 1117, Page 569, Randolph County Registry; and

WHEREAS, L. Clegg Pritchard and wife, Myrtle L. Pritchard and Phillip C. Pritchard and wife, Beth L. Pritchard, and Pritchard Construction Inc. desire to amend the aforesaid restrictions as hereinafter set forth and Clyde T. Shaw, Jr. and wife, Ann N. Shaw, have agreed to the amendment of said restrictions.

NOW, THEREFORE, the restrictive covenants as recorded in Book 1115, Page 521, Randolph County Registry, are hereby amended as follows:

Paragraph 10 of the restrictions shall be amended to read as follows:

"10. No building shall be erected, placed, or altered on any lot until the construction plans and specifications have been approved by the developers of this subdivision, L. Clegg Pritchard and Phillip Pritchard, as to quality of workmanship and materials, as to harmony of external design with existing structures. Factors to be considered by the developers shall include, but are not limited to, minimum floor size of the structure, width and height of the structure and building materials to be used. Each residence shall contain a minimum of 2000 square feet of heating space;

provided, however, as a result of the trend in housing in constructing smaller homes the developers shall have the authority to approve a home containing a minimum of 1800 square feet so long as said home fits within the scope of these restrictions as interpreted by the developers. Developers have the absolute authority to deny construction of any residence of less than 2000 square feet but shall have authority to approve homes between 1800 and 2000 square feet but in no event shall they approve a home of less than 1800 square feet of heated space. Provided, further, two copies of the proposed building plan shall be submitted to the developer who shall enter approval or rejection on one copy of the building plans and shall return same to lot owner within five (5) business days of delivery to developer. Developers shall keep one (1) copy of the plans for their records and for the purpose of determining if the building is accomplished according to the approved plans. No changes or alterations to the plan may be made without written approval of the developers. Provided that L. Clegg Pritchard and/or Phillip Pritchard can terminate the requirement of the aforesaid part of restriction number 10 at any time by filing in the Register of Deeds a Notice of Termination of this requirement. In the event a Notice of Termination is filed in the office of the Register of Deeds the minimum square footage of heated space of any house to be constructed thereafter shall not be less than 2000 square feet. Provided, further that the requirement of this Paragraph 10 with respect to approval of building plan shall cease when all lots in said subdivision have residences constructed thereon."

The following additional restrictions shall be added immediately following restriction number 17 as it now appears:

"18. The landscaping of all lots shall be done in a manner in keeping with the landscaping of other lots in the subdivision."

The above restrictions as amended are placed on the lots hereinabove referred to and set forth as a part of the general scheme or plan of development for the benefit of all owners of property hereinabove specified and said covenants are and shall be binding upon all present and future owners of said land, their successors, heirs and assigns, and shall be covenants running with the land, binding on all future owners of said property.

The original restrictions except as herein amended shall remain in full force and effect. Clyde T. Shaw, Jr. and Ann N. Shaw are joining in this agreement for the purpose of showing their assent thereto.

This agreement is to be in full force and effect until January 1, 2050.

This 14<sup>th</sup> day of August, 1980.

[Signature] (SEAL)  
L. Clegg Pritchard

[Signature] (SEAL)  
Myrtle L. Pritchard

[Signature] (SEAL)  
Phillip C. Pritchard

[Signature] (SEAL)  
Beth L. Pritchard

[Signature] (SEAL)  
Clyde T. Shaw, Jr.

[Signature] (SEAL)  
Ann N. Shaw

PRITCHARD CONSTRUCTION INC.

BY [Signature] (SEAL)

Consented to:

[Signature]  
Secretary

NORTH CAROLINA

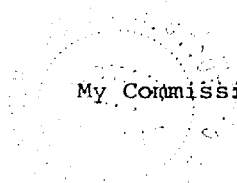
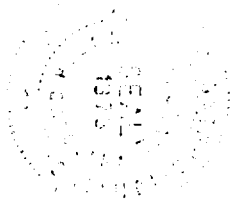
RANDOLPH COUNTY

I, \_\_\_\_\_, a Notary Public in and for said County and State do hereby certify that L. Clegg Pritchard and wife, Myrtle L. Pritchard, personally appeared before me this day and acknowledged the due execution of the foregoing document.

Witness my hand and notarial seal, this 14<sup>th</sup> day of August, 1980.

[Signature]  
Notary Public

My Commission Expires: 5/19/82



NORTH CAROLINA  
RANDOLPH COUNTY

I, Susan M. Stout, a Notary Public in  
and for said County and State do hereby certify that Phillip  
C. Pritchard and wife, Beth L. Pritchard, personally appeared  
before me this day and acknowledged the due execution of the  
foregoing document.

Witness my hand and notarial seal, this 14<sup>th</sup> day of  
August, 1980.

Susan M. Stout  
Notary Public

My Commission Expires: 8/15/82

NORTH CAROLINA  
RANDOLPH COUNTY

I, Brenda J. League, a Notary Public in  
and for said County and State do hereby certify that Clyde  
T. Shaw, Jr. and wife, Ann N. Shaw, personally appeared  
before me this day and acknowledged the due execution of the  
foregoing document.

Witness my hand and notarial seal, this 12<sup>th</sup> day of  
August, 1980.

Brenda J. League  
Notary Public

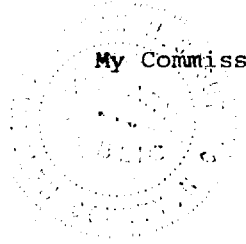
My Commission Expires: Oct. 3, 1980

NORTH CAROLINA  
RANDOLPH COUNTY

I, Susan M. Stout, a Notary Public, do  
hereby certify that Debra L. Pritchard personally came  
before me this day and acknowledged that he is \_\_\_\_\_  
Secretary of Pritchard Construction, Inc., 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  
himself as its \_\_\_\_\_ Secretary.

Witness my hand and official seal this the 15 day  
of August, 1980.

Susan M. Stout  
Notary Public



My Commission Expires: 8/15/82

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Susan M. Stout + Brenda J. Stinson

Notary Public of

Randolph Co., N.C.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1120,  
Page 777, This 15 day of August, 1980 at 11:45 o'clock A M

Annie Shaw, Register of Deeds

By Jane Hedrick, Deputy Register of Deeds