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PREPARED BY: O'BRIANT, O'BRIANT AND BUNCH, Attorneys, Asheboro, NC 27203

NORTH CAROLINA

RANDOLPH COUNTY

AMENDMENT TO RESTRICTIONS AND
WAIVER

May

THIS AGREEMENT, entered into this 30th day of January, 1990, by and between Frank E. Snider Company, a North Carolina Corporation with principal office and place of business in Randolph County, North Carolina, hereinafter called "Developer"; and Larry D. York and wife, Linda Y. York; Jennings Clinton Frye & wife, Joann S. Frye; and Jeffrey Glenn Oliver and wife, Joyce Harris Oliver, all of Randolph County, North Carolina, hereinafter referred to as "Purchasers";

WITNESSETH:

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THAT WHEREAS, Developer developed a parcel of land in Grant Township into High Meadows Subdivision as shown on plat recorded in Plat Book 30, page 6, and recorded restrictions applicable to lots in said subdivision which were recorded in Book 1229, page 1553 on November 15, 1988. An amendment to the restrictions was filed on November 30, 1988 in Book 1230, page 1062, reducing the front set-back line from sixty (60) to fifty (50) feet; and

WHEREAS, restriction number 5-b provides in the last sentence a corner lot shall be deemed to have a front line on each street; and whereas, by virtue of a sight easement at the corner of Lot No. 9, if the front of the house to be constructed by the Developer on Lot No. 9 faces Cox Road (State Road 2834) in line with the front of the houses on other lots fronting on Cox Road, the house by virtue of the side line requirement must violate the set-back as to State Road 2833 and the sight easement shown on the recorded plat at the northwest corner of Lot No. 9; and

WHEREAS, the Developer and the Purchasers, being the owners of all lots in High Meadows Subdivision, owners having acquired their lots by deeds in Book 1230, pages 1063 and 2061, do hereby modify the restrictions recorded in Book 1229, page 1553 as to restriction number 5-b, the last sentence, so that any house constructed upon Lot No. 9, the front of which is in line with the other houses fronting on Cox Road, any violation of the sight easement and the right of way of State Road 2833, is hereby waived. The owner of each and every lot hereby waives and releases any right or causes of action against the owner, now or subsequently, of Lot No. 9 for damages by virtue of encroaching on the set-back with respect to a corner lot so long as the house constructed on Lot No. 9 faces Cox Road and sets-back in compliance with the previously amended restrictions as to the right of way of Cox Road. No violation of the existing restrictions as to the sight easement and State Road 2833 shall be the basis for any lawsuit or claim for damages for violation of set-back.

IN TESTIMONY WHEREOF, Purchasers have hereunto set their hands and seals the day and year first above written and the Developer has caused this agreement to be executed by its proper corporate officers and its corporate seal duly fixed, all with prior corporate authority obtained.

