

STATE OF NORTH CAROLINA

COUNTY OF CALDWELL

AMENDED DECLARATION OF
RESTRICTIVE COVENANTS

THIS AMENDMENT OF RESTRICTIVE COVENANTS, made this the 22nd day of SEPTEMBER, 1997, by LAKE HICKORY DEVELOPERS, LLC, owner of the majority of lots in fee simple of that certain real property lying and being in Lovelady Township, Caldwell County, North Carolina, as more fully described in subdivision plat recorded in Plat Book 16, at Page 218, Caldwell County Registry, said subdivision also being known as DIAMOND POINT ESTATES.

W I T N E S S E T H:

The undersigned, for themselves, their heirs, personal representatives, successors and assigns, hereby covenant with all persons, firms, and corporations hereafter acquiring any lot or lots shown in said subdivision plat, that all the lots in said subdivision shall be subject to the following amended protective covenants, with the exceptions of Lots Number 1 and Lot Number 8, pursuant to Article V, Section 5 of the Declaration of Restrictive Covenants recorded at Book 1173, Page 49, Caldwell County Registry, the undersigned hereby amends the Restrictive Covenants recorded at Book 1173, Page 49, by deleting them in their entirety and substituting the following:

1. All lots shall be used for residential purposes exclusively and no business or occupation of any type or kind shall be conducted on or from any lot.

2. No lot shown on the plat hereinabove referred to shall be divided into more than one building site or lot except by the owners herein.

3. No structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height, and a private garage for not more than three cars.

4. No single-story residential building having less than 1700 square feet of heated area on the ground floor, a one and one-half story residential building having less than 1200 square feet of heated area on the first level or less than 1800 square feet of total heated area; or a two-story dwelling with less than 900 square feet of heated area on the first floor, with a total of 2,000 square feet of heated area for a two-story dwelling shall be erected or placed on any lot. Exterior construction of exposed blocks shall not be permitted on any building in said subdivision. No out buildings or utility buildings shall be erected on any lot, Garages shall be attached to the main dwelling.

5. No signs, billboards, or advertisements of any nature may be posted on any portion of any lot, except that "For Sale" or "For

14.00

Rent" signs of a size not to exceed five square feet may be posted when necessary.

6. No animals shall be kept on any lot in said subdivision except domestic animals kept and raised as pets. No more than two dogs and two cats shall be allowed on any lot. No livestock, bee hives, hunting dogs, or any other animals or things which may be a nuisance to others shall be kept on any lot. No kennels or commercial raising of dogs or cats allowed.

7. No lot owner shall allow an outside road to cross said lot in order to enter the street as laid out in the plat of the subdivision of DIAMOND POINT ESTATES.

8. No trailer, mobile home, modular home, tent, or temporary structure is to be used as a residence or is to be allowed to remain on said lot.

9. All homes constructed on these lots or tracts of land shall be constructed principally of brick, stone, wood, aluminum, vinyl, or like siding, and shall be constructed on site. No home built at another site shall be moved onto any of these lots.

10. No lot shall be used or maintained as a dumping ground and rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. No debris such as abandoned vehicles, boat, campers, household goods or building materials shall be allowed to accumulate on any of the lots in the subdivision.

11. The minimum setback from property lines shall be (a) front, 30 feet; (b) side, 10 feet; (c) back, 25 feet.

12. All driveways to be finished with concrete upon completion of house.

13. These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these restrictions are recorded.

IN WITNESS WHEREOF, the owners herein have set their hands and seals on the date first above written.

LAKE HICKORY DEVELOPERS, LLC

Oscar O. Vasquez (SEAL)
OSCAR O. VASQUEZ, MANAGER

Larry Chapman (SEAL)
LARRY CHAPMAN, MANAGER

Herman Williams (SEAL)
HERMAN WILLIAMS, MANAGER

Oscar O. Vasquez (SEAL)
OSCAR O. VASQUEZ

Sheila W. Vasquez (SEAL)
SHEILA W. VASQUEZ

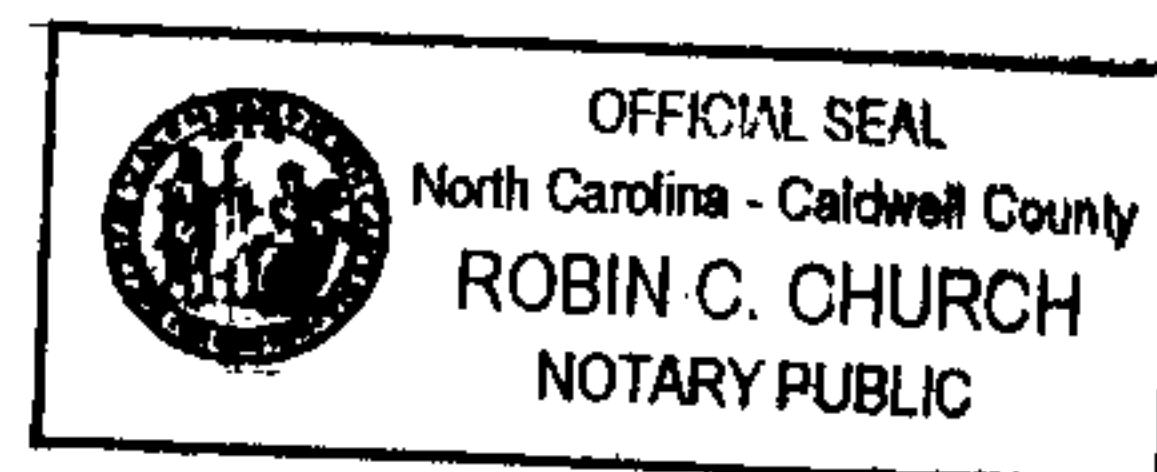
STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, Robin C. Church, a Notary Public of said County and State, do hereby certify that OSCAR O. VAQUEZ, MANAGER LARRY CHAPMAN, MANAGER and HERMAN WILLIAMS, MANAGER, being all of the Managers of LAKE HICKORY DEVELOPERS, LLC., personally appeared before me this day and acknowledged the due execution of the foregoing instrument as an official act of LAKE HICKORY DEVELOPERS, LLC.

Witness my hand and Notarial Seal, this 22nd day of September, 1997.

Robin C. Church
Notary Public

My Commission Expires: 4-12-2000



STATE OF NORTH CAROLINA

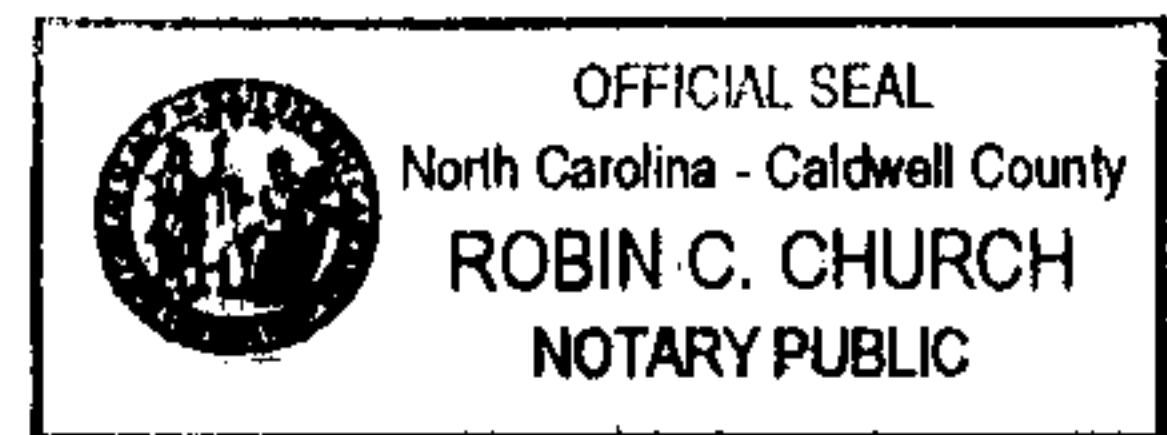
COUNTY OF CALDWELL

I, Robin C. Church, a Notary Public in and for said state and county, do hereby certify that OSCAR O. VASQUEZ and SHIELA W. VASQUEZ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal, this 22nd day of September, 19 97.

Robin C. Church
NOTARY PUBLIC

My Commission Expires: 4-12-2000



FILED
LOIS GREENE

'97 SEP 23 P3:12
Diane Dunn
REGISTER OF DEEDS
CALDWELL CO., N.C.

NORTH CAROLINA
CALDWELL COUNTY

THE CERTIFICATE OF:

Robin C. Church,

A Notary Public

IS CERTIFIED TO BE CORRECT

LOIS GREENE REGISTER OF DEEDS

BY: Diane Dunn