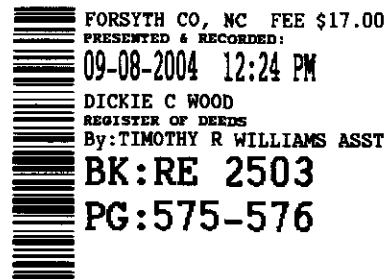


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NORTH CAROLINA
 FORSYTH COUNTY

**AMENDMENT TO DECLARATION OF RESTRICTIVE
 SPRING HOLLOW - Phase I**

This Amendment to the DECLARATION OF RESTRICTIVE COVENANTS the "Amendment", made as of the 8th day of September, 2004, by Spring Hollow Development, L.L.C., a North Carolina Limited Liability Company, herein referred to as "Declarant."

WHEREAS, by way of a DECLARATION OF RESTRICTIVE COVENANTS, herein referred to as the "Declaration", dated June 18, 2004, and recorded in the Registry of Deeds of Forsyth County, North Carolina, Book: RE 2483, Pages: 3563-3566, the Declarant did establish a set of Covenants for Phase I of Spring Hollow as recorded in the Registry of Deeds of Forsyth County, North Carolina, Plat Book: 47, Page: 50.

WHEREAS, Declarant is the owner of eighty-percent (80%) or more of the lots which are subject to the Declaration and per the Declaration has the right to modify the same; and

WHEREAS, at the time of recording the Declaration, the purchase of more than one lot by a single homeowner who desires to construct a detached garage on one lot and the primary residence on a contiguous lot was not considered.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. Residential Use. At the end of the last sentence, the following shall be added:

Any persons, or entity who desires to purchase more than one contiguous lot may construct the primary residence on one lot and a detached garage on the contiguous lot with the detached garage being built with similar building materials as the primary residence, including meeting the aesthetic veneer requirements as setout in the Declaration. If the detached garage is to have a separate driveway, the driveway must also meet the requirements as setout in the Declaration.

RETURN TO:

SPRING HOLLOW DEV., LLC
 5325 OAKVIEW DR.
 BELEWS CREEK, NC 27009

IN WITNESS WHEREOF, the undersigned has caused this instrument to signed and sealed the 8th day of Septembert, 2004.

Spring Hollow Development, L.L.C.

David McGee
David McGee, Member

On this 8th day of September, 2004, David McGee, being a member of Spring Hollow Development, L.L.C. came before me, the undersigned, a Notary Public in and of the state of North Carolina, and executed this document.

Witness my hand and notarial seal-stamp, this the 8th day of September, 2004.

Crystal A. Martin
Notary Public

My commission Expires 1/31/09

Forsyth County, North Carolina




OFFICIAL SEAL
CRYSTAL A. MARTIN
NOTARY PUBLIC - NORTH CAROLINA
DAVIDSON - COUNTY

STATE OF NC - FORSYTH CO

The foregoing certificate(s) of:

Crystal A. Martin NP(s)
is certified to be correct at the date of recordation shown on the first page thereof,
Dickie C. Wood, Register of Deeds by: [Signature] Deputy/Asst.

2004045879 00242


 FORSYTH CO, NC FEE \$23.00
 PRESENTED & RECORDED:
 06-29-2004 03:55 PM
 DICKIE C WOOD
 REGISTER OF DEEDS
 By: TIMOTHY R WILLIAMS ASST
 BK:RE 2483
 PG:3563-3566

NORTH CAROLINA
 FORSYTH COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that Spring Hollow Development, L.L.C. hereinafter called SHD and/or Declarant, does hereby covenant and agree to and with all persons, firms, and corporations hereafter acquiring any interest in property known as **SPRING HOLLOW SUBDIVISION**, as set forth in Plat Book (s) 47, at Page 50, in the Office of the Register of Deeds of Forsyth County, North Carolina, said lots being owned by SHD, that all such lots are hereby subjected to the following restrictions as to the use thereof, the said restrictions being appurtenant to and running with the said land by whomsoever owned. The restrictions shall apply to each and every lot as shown upon the said plat.

1. **RESIDENTIAL USE.** The lots shall be used for residential purposes and no lot or building thereon shall be used for the purposes of primary businesses, or manufacturing; However, home office businesses that do not disrupt the character of the community as described herein shall be allowed.
2. **BUILDING TYPE.** No structures shall be erected, altered, placed or permitted to remain on any lot other than the following: detached single - family dwellings, detached garages and out-buildings incidental to residential use of the lot. Detached garages and out-buildings shall be constructed using similar building materials as the primary home.
3. **DWELLING SIZE.** No dwelling shall be erected on any lot unless the heated, finished area shall comply with the following minimum size requirements:
 - A. For a One-story dwelling 1,500 square feet;
 - B. For a one and one-half story dwelling, 1,100 square feet on the first floor with a minimum of 1,850 square feet for the entire dwelling; and

- C. For a two or two and one-half story dwelling, 1,100 square feet on the first floor with a minimum of 2,200 square feet for the entire dwelling.

All computations of square footage shall exclude basements (whether walkout or underground), open porches and garages.

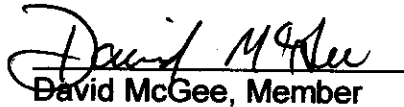
4. **SET BACKS.** No structure, overhang or extension thereof shall be built closer to the front property line of any lot nor nearer the side lot lines than shall be established by SHD at the time of final plat approval or the Forsyth County Development Ordinance, whichever is greater.
5. **ARCHITECTURAL.** On non-corner lots the exterior veneer above the foundation must consist of a minimum of 25% brick or stone. On roadway corner lots the exterior veneer above the foundation must consist of a minimum of 50% brick or stone with 80% brick or stone on the walls facing the roadway. Builders are encouraged to customize plans and building materials to be in harmony with the environs with respect to topography, finished grade elevations, existing hardwood trees, and visibility to the roadway and existing structures. No visible external wall shall utilize asbestos, asphalt, concrete blocks, CMU blocks, slag blocks or similar materials. All foundations shall be constructed of brick, stone or approved equal as approved by SHD; however, CMU and concrete may be used as an inner basement wall or inner wall of foundation if the exterior is covered with brick or stone.
6. **CONSTRUCTION PERIOD.** Construction of any dwelling must be completed within one year from the start of construction.
7. **LANDSCAPING.** Each Lot is required to have one deciduous tree per 6,000 sf of property or equivalent non-deciduous trees and/or an approved equivalent of other types of landscaping as approved by SHD. All lot owners which have a 30-foot buffer yard along any side of their lot is responsible for maintaining the minimum buffer yard plantings as required in the Forsyth County Development Ordinance. Cutting of any trees within this 30-foot buffer yard shall be in accordance with the Forsyth County Develop Ordinance.
8. **DRIVEWAYS RIGHT-OF-WAY AND EASEMENTS.** All driveways shall be paved in concrete, asphalt or cobble stone. All driveway aprons and culverts are to be installed according to NCDOT specifications.
9. **FENCES.** No vertical fence or wall of any type shall be permitted forward of the front building line of the dwelling without approval from SHD. Care should be taken in selecting fence material to insure conformity with the surrounding environs.

10. ANIMALS. No animal except dogs, cats, or similar household pets, shall be kept on any lot. All animals shall be confined to the owner's or occupant's premises.
11. MAINTENANCE. Each Lot shall be maintained and preserved in a clean, orderly, and attractive manner within the spirit of the development. Each owner shall be responsible for maintenance of that portion of the street right-of-way between the owners front property line and the roadway pavement, this includes property owners along Fulp's Mill Road. Trash, garbage, or other waste shall be kept in sanitary containers out of site from the general public except on collection day, and promptly removed from the street after collection.
12. VEHICLES. No junk automobiles, nor any other type of salvage shall be placed on a Lot. No vehicles of any type may be parked or placed on any public street except for special events or other reasonable circumstances. All vehicles of residents shall be parked on the respective lots.
13. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5-square feet advertising that real property and/or personal property is for sale.
14. SATELITE DISHES. No satellite dishes in excess of 36 - inches in diameter shall be allowed on any lot.
15. COMMUNICATION TOWERS. No communication towers shall be allowed on any lot.
16. NUISANCES. No lot shall be used in such a manner as to cause such lot to appear unclean or unkept. Lot shall not be used in any manner that will or might disturb the peace, quiet, comfort, and serenity of surrounding residence.
17. MEMBERSHIP IN HOMEOWNERS ASSOCIATION. All lot owners will immediately become a member of the Spring Hollow Home Owners Association once they purchase a lot and must abide by the rules and regulations herein and the Home Owners Association Covenants.
18. HOME OWNERS ASSOCIATION DUES. All lot owners are required to pay an annual home owners association fee to cover the cost of maintenance, taxes and insurance of all common areas, landscaping easements and sign easements, and any other designated areas. The dues shall be initially set by SHD.
19. USE OF THE COMMON AREA. All members of the Home Owners Association, including SHD, their children, heirs, and guest shall be allowed to enjoy the common area. The Home Owners Association shall have the right to issue and enforce regulations concerning use of the common area while staying within the restrictions herein.

20. ENFORCEMENT OF RESTRICTIONS. This Declaration may be enforced at law or in equity by SHD, their successors, agent, assignee, or by the owner of any lot in the subdivision.
21. TERM OF DECLARATION. This Declaration shall run with the land and shall be binding on all parties claiming under the Declarant for a period of 25-years from the date of recording, after which time the same shall be automatically extended for consecutive periods of 10-years each, unless an instrument signed by the majority of the owners of the lots of all phases of this subdivision, including those lots that may be added to or annexed into the Home Owners Association, shall be recorded agreeing to change or terminate this Declaration in whole or in part.
22. WAIVER. SHD reserves the right to waive, in whole or in part, or modify any of the foregoing restrictions. SHD may appoint an agent or assignee who shall also have the right to waive, in whole or in part, or modify any of the foregoing restrictions.

IN WITNESS WHEREOF, the undersigned has caused this instrument to signed and sealed the 18th day of June, 2004.

Spring Hollow Development, L.L.C.


David McGee, Member

On this 18th day of June, 2004, David McGee, being a member of Spring Hollow Development, L.L.C. came before me, the undersigned, a Notary Public in and of the state of North Carolina, and executed this document.

Witness my hand and notarial seal-stamp, this the 18th day of June, 2004.


Notary Public

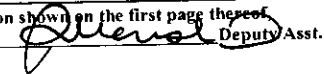
My commission Expires 10-19-2008

STATE OF NC - FORSYTH CO.

The foregoing certificate(s) of:

Patricia Ann Stroud

NP(s)

is certified to be correct at the date of recordation shown on the first page thereof
Dickie C. Wood, Register of Deeds by:  Deputy Asst.

