

NORTH CAROLINA, LINCOLN COUNTY
The following certificate of Teresa B. Parker,
Notary Public of Lincoln County, NC, is certified to
be correct. Presented for registration and
recorded March 17, 2005, at 9:33 AM in Book
1680, Page 218.

ELAINE N. HARMON

Register of Deeds for Lincoln County, NC

BY: Penny C. Shevell
Deputy/Assistant Register of Deeds

23/00

NORTH CAROLINA

Return to: Pendleton
LINCOLN COUNTY

PROTECTIVE AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that MAX A. CALDWELL and wife, DOROTHY K. CALDWELL and MAX A. CALDWELL, JR. and wife, LISA B. CALDWELL, of Lincoln County, North Carolina, hereinafter referred to as "DEVELOPER" for the purpose of making that certain property hereinafter described, (said property being owned by the undersigned), a residential area, and in consideration of the mutual covenants and the agreement herein contained and other valuable consideration, do hereby contract, covenant and agree with all persons, firms or corporations now owning or hereafter acquiring any property in the area hereinafter described and that said property and each lot thereof shall be and is hereby subject to the following protective and restrictive covenants as to the use thereof, said covenants to run with the land by whomsoever owned or to whomsoever conveyed.

The lands in question covered by these covenants are as described below:

BEING all that certain subdivision located in Ironton Township, Lincoln County, North Carolina, and each lot contained therein as described on that map entitled "BRECKENRIDGE" as recorded in Plat Book 13, Page 136 in the Lincoln County Public Registry.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. Notwithstanding the foregoing, however, these covenants may be amended by developer within the first thirty (30) year period, in developer's sole discretion, so long as developer owns at least one (1) lot within the subdivision or so long as the roads within the subdivision are not state-maintained, whichever occurs later.

2. All of said property, except as otherwise provided herein, shall be known and described as residential property and no structures shall be erected, altered, placed or permitted to remain on said residential building lots, other than one detached, single family dwelling, not to exceed two and one-half stories in height and a private garage and other accessory structures customarily incidental to residential use of the lot. The garage and other accessory structures shall be constructed so that the outward appearance and structure are in keeping with the general architecture of the residence on said lot. Provided, however, that said accessory structures can be made of brick or vinyl so long as they meet the general architecture, appearance, and structure of the residence on said lot, contain a 7/12 roof pitch, and (if vinyl) said vinyl matches the boxing of the residence. All structures constructed upon the above described property shall be of new construction, and shall contain a brick foundation.

Any garage constructed upon the subject premises shall be attached and fully enclosed.

3. No single-story residence may be erected on any of said property with a ground floor area of less than 1650 square feet of heated floor space exclusive of open porches and garages. No residence of more than one story may be erected on said property with less than 1100 square feet of ground floor area exclusive of open porches and garages and with less than 1650 square feet of total

heated floor space exclusive of open porches and garages.

4. No residence shall be located on any lot nearer than:

- 30 feet to the front lot line;
- 10 feet to any side or interior lot line;
- 20 feet to any side street line;
- 40 feet to any rear lot line.

No other building shall be located on any lot nearer than is allowed by the applicable zoning ordinances in effect.

5. A 10-foot easement is reserved along the rear lot line and along each side of each lot line for the installation and maintenance of waterlines and of all other utilities of every nature and kind and drainage. All other easements as set out on the aforesaid map recorded in Plat Book 13 at Page 136 are also reserved by these restrictions.

6. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which the public authority or utility company is responsible.

7. No dwelling house or other structure shall contain a roof pitch less than 7/12, unless prior approval by DEVELOPER is given in writing.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. STRUCTURAL AND AESTHETIC CHARACTER OF THE SUBDIVISION. It is hereby declared by the DEVELOPER that it is the DEVELOPER'S intent and purpose to create a subdivision of homes meeting only the highest structural and aesthetic standards. Therefore, only homes meeting the following characteristics and requirements shall be allowed in the subdivision:

A. No structure of any nature shall be erected on any lot that uses or contemplates the usage of concrete blocks in a manner exposed on the exterior of the building. Each dwelling shall be constructed of a brick or stucco material. Provided, however, that the following are not required to be constructed of brick or stucco material: gables, dormers, bay windows or boxing.

B. All structures, residential or otherwise, shall be constructed of new material.

C. All structures located on any lot must be stick-built, and built on-site of new material. No prefabricated or modular components shall be used in the construction of any structure on any lot; provided, however, that prefabricated or modular floor joists and roof trusses are permitted.

D. No structure of a temporary, mobile, modular, or component character, including, but not limited to, trailers or mobile homes, or modular homes, basements, tents, garages, or other

outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

10. No sign of any kind shall be displayed to the public view on any lot except signs that read "for sale" or "for rent," which signs shall not exceed two feet by three feet in size, provided, however, that DEVELOPER may, in its sole discretion, place signs not conforming to these specifications, on any lot owned by DEVELOPER, without any waiver of the restrictions contained herein.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes, and provided further that animals so kept will at all times be kept on the owner's lot unless they are on a leash under the control of the owner or custodian. No dog houses, dog lots, chains or runs shall be kept or maintained on any lot outside of the interior of the main dwelling.

12. Each dwelling shall be equipped with an approved sanitary septic tank system located and constructed in accordance with the requirements, standards and recommendations of the Lincoln County Health Department. Outside privies are expressly forbidden.

13. No motor vehicle bodies, shacks, stripped or junked vehicles shall be allowed or permitted on any lot or any street in the subdivision.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. No storage tanks shall be erected or placed on any building lot above ground unless same are sealed from view with a structure, or shrubbery, of a nature in keeping with that of the dwelling house on the lot.

16. Any number of lots may be consolidated into one lot, and in that case, these restrictions shall apply to the consolidated lot in the same manner and to the same extent as if the consolidated lot was one lot.

17. No lot in the above-described subdivision shall be used as a road or street to furnish ingress, egress or regress to other lands outside of said subdivision, except by DEVELOPER, in its sole discretion.

18. Swimming pools, wading pools, cement ponds, and any other types of outdoor pools or ponds are permitted only to the extent provided herein. All such structures, to be permitted, must be designed and built as follows:

- A. Any such structure must be built below and/or flush with the ground surface.
- B. Any such structure constructed by the homeowner must be maintained in a neat and sanitary manner so as not to attract mosquitoes, vermin, or any other type of insect or animal pests.

19. Exterior fences are permitted, provided that said fences must meet the following criteria:

- A. Said fences must be constructed of brick, plastic, masonry, vinyl, or wrought iron material only.
- B. Said fences may stand no higher than five (5) feet tall from the ground.
- C. Said fences must be properly maintained at all times.

20. Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the parties hereto other than those properties that have been specifically described herein.

21. It is specifically agreed that the undersigned reserves unto themselves, their successors and assigns the right to vary the foregoing protective covenants in an amount up to, but no more than, 10% as set out in the above restrictions by the execution and recordation of a written instrument clearly setting forth the permitted variance.

22. If any of the parties hereto or any of their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situate in said subdivision as hereinabove specifically described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

23. All property owners, their heirs and assigns, by owning a lot or acquiring a lot in this subdivision, hereby specifically covenant that, if they are found by a court of law or equity to have violated, be violating or to have attempted to violate any of the covenants contained herein, they shall reimburse the proper parties Plaintiff for their reasonable attorney's fees.

24. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, MAX A. CALDWELL and wife, DOROTHY K. CALDWELL, and MAX A. CALDWELL, JR. and wife, LISA B. CALDWELL, have hereunto affixed their hands and seals, this the 17th day of MARCH, 2005.

Max Caldwell (SEAL)
MAX A. CALDWELL

Dorothy K. Caldwell (SEAL)
DOROTHY K. CALDWELL

Max A. Caldwell Jr (SEAL)
MAX A. CALDWELL, JR

Lisa B. Caldwell (SEAL)
LISA B. CALDWELL

NORTH CAROLINA

LINCOLN COUNTY

I, a Notary Public for said County and State, do hereby certify that MAX A. CALDWELL and wife, DOROTHY K. CALDWELL, and MAX A. CALDWELL, JR. and wife, LISA B. CALDWELL, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 17th day of MARCH, 2005.

Terese B. Parker
Notary Public

My Commission Expires
4-20-08



FILED

DATE 11/17/2006

TIME: 4:28 PM

BOOK 1873

PAGE 541

ELAINE N. HARMON
REGISTER OF DEEDS
LINCOLN COUNTY, NC

26 *oc*

Prepared by and return to: Wesley L. Deaton, P.O. Box 159, Lincolnton, NC 28093

NORTH CAROLINA

LINCOLN COUNTY

AMENDMENT TO PROTECTIVE AND RESTRICTIVE COVENANTS

THIS AMENDMENT TO RESTRICTIVE COVENANTS is dated the 10th day of November, 2006, and is by and between Max A. Caldwell, Sr., and wife, Dorothy K. Caldwell; Max A. Caldwell, Jr., and wife, Lisa B. Caldwell; Kevin R. Dorton, and wife, Valerie F. Dorton; Chris A. Brady, and wife, Cyndi Jo Brady; Lance R. Muse; Marty L. Cansler, and wife, Lea Anne Cansler; Greg D. Cox, and wife, Holland S. Cox; David Smith, and wife, Bailey Smith; Anthony Brooks, and wife, Cindy Brooks; Monica Allen, and husband, Robert Allen, Lincoln County, North Carolina, hereinafter referred to as "OWNERS."

WHEREAS, on the 4th day of April, 2006, Max A. Caldwell, Sr., and wife, Dorothy K. Caldwell, and Max A. Caldwell, Jr., and wife, Lisa B. Caldwell executed those Protective and Restrictive Covenants encumbering the lots located in Breckenridge Subdivision, Phase 2, as recorded in Plat Book 13 at Pages 436 in the Lincoln County Public Registry, as said restrictions were recorded in Book 1802 at Page 412 in said Public Registry, as amended; and

WHEREAS, Paragraph 2 of said restrictions provided as follows:

"2. All of said property, except as otherwise provided herein, shall be known and described as residential property and no structures shall be erected, altered, placed or permitted to remain on said residential building lots, other than one detached, single family dwelling, not to exceed two and one-half stories in height and a private garage and other accessory structures customarily incidental to residential use of the lot. The garage and other accessory structures shall be constructed so that the outward appearance and structure are in keeping with the general architecture of the residence on said lot. Provided, however, that said accessory structures can be made of brick or vinyl so long as they meet the general architecture, appearance, and structure of the residence on said lot, contain a 7/12 roof pitch, and (if vinyl) said vinyl matches the boxing of the residence. All structures constructed upon the above described property shall be of new construction, and shall contain a brick foundation.

Any garage constructed upon the subject premises shall be attached and fully enclosed."; and

WHEREAS, the undersigned Owners constitute all of the lot owners of Breckenridge Subdivision, Phase 2; and

WHEREAS, the undersigned Owners desire to amend Paragraph 2 of said restrictive covenants as provided herein below;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), and

other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, constituting all of the owners of all lots within Breckenridge Subdivision, Phase 2 do amend those Restrictive Covenants recorded in Book 1802 at Page 412 by deleting Paragraph 2 in its entirety and inserting in lieu thereof the following:

“2. All of said property, except as otherwise provided herein, shall be known and described as residential property and no structures shall be erected, altered, placed or permitted to remain on said residential building lots, other than one detached, single family dwelling, not to exceed two and one-half stories in height and a private garage and other accessory structures customarily incidental to residential use of the lot. The garage and other accessory structures shall be constructed so that the outward appearance and structure are in keeping with the general architecture of the residence on said lot. Provided, however, that said accessory structures can be made of brick or vinyl so long as they meet the general architecture, appearance, and structure of the residence on said lot, contain a 7/12 roof pitch, and (if vinyl) said vinyl matches the boxing of the residence. All structures constructed upon the above described property shall be of new construction, and shall contain a brick foundation.”

IN TESTIMONY WHEREOF, the individuals below have hereunto affixed their hands and seals, this the 10th day of November, 2006.

Max Caldwell (SEAL)
MAX A. CALDWELL

Dorothy K. Caldwell (SEAL)
DOROTHY K. CALDWELL

Max Caldwell Jr (SEAL)
MAX A. CALDWELL, JR

Lisa B. Caldwell (SEAL)
LISA B. CALDWELL

_____ (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

Jane R. Murre (SEAL)

My L. Cook (SEAL)

Dee Anne Conder (SEAL)

Ch. A. Brady (SEAL)

Cynthia J. Brady (SEAL)

[Signature] (SEAL)

Craig Brooks (SEAL)

Amy Day (SEAL)

Holland S. Gf (SEAL)

David Smith (SEAL)

Bailey Smith (SEAL)

Robert Allen (SEAL)

Monica W. Allen (SEAL)

_____ (SEAL)

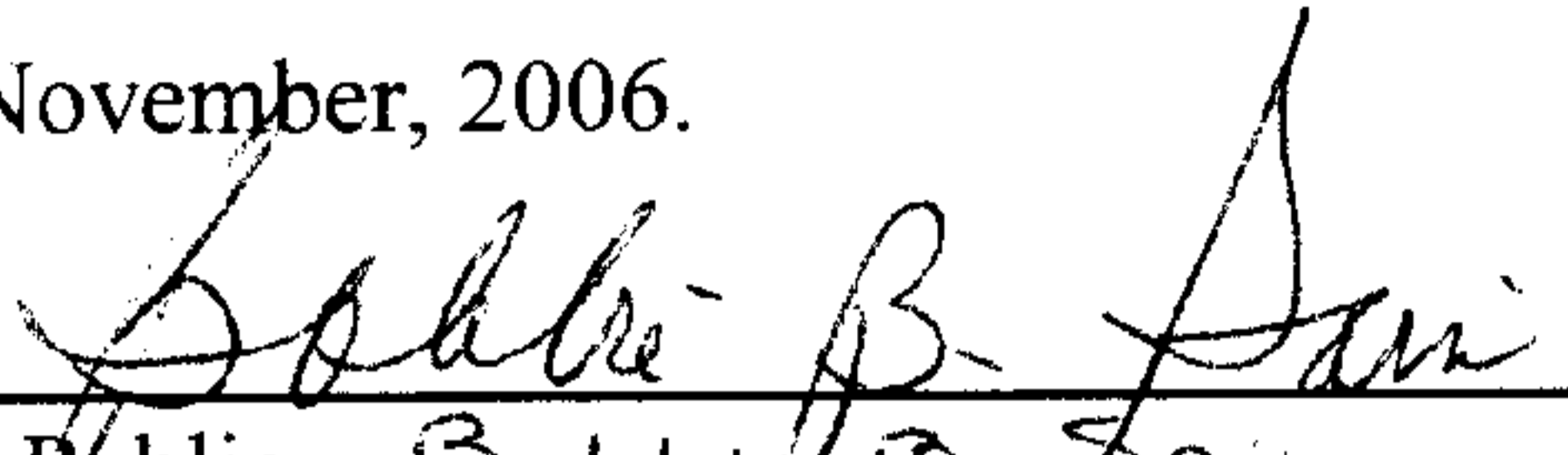
_____ (SEAL)

NORTH CAROLINA

LINCOLN COUNTY

I, a Notary Public for said County and State, do hereby certify that MAX A. CALDWELL and wife, DOROTHY K. CALDWELL, and MAX A. CALDWELL, JR. and wife, LISA B. CALDWELL, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

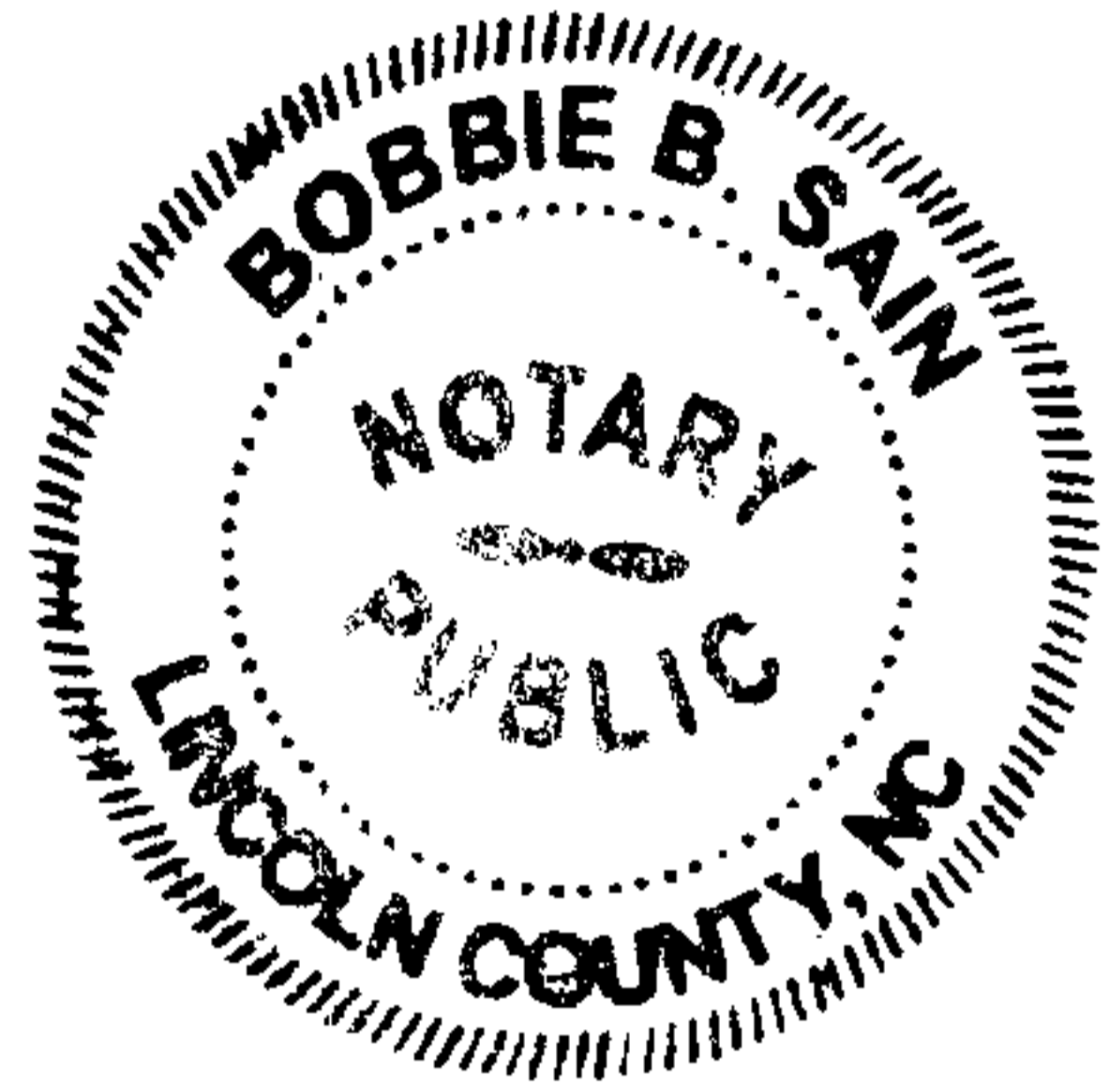
Witness my hand and notarial seal, this 10th day of November, 2006.


Notary Public -- Bobbie B. Sain

My Commission Expires:

11.24.2010

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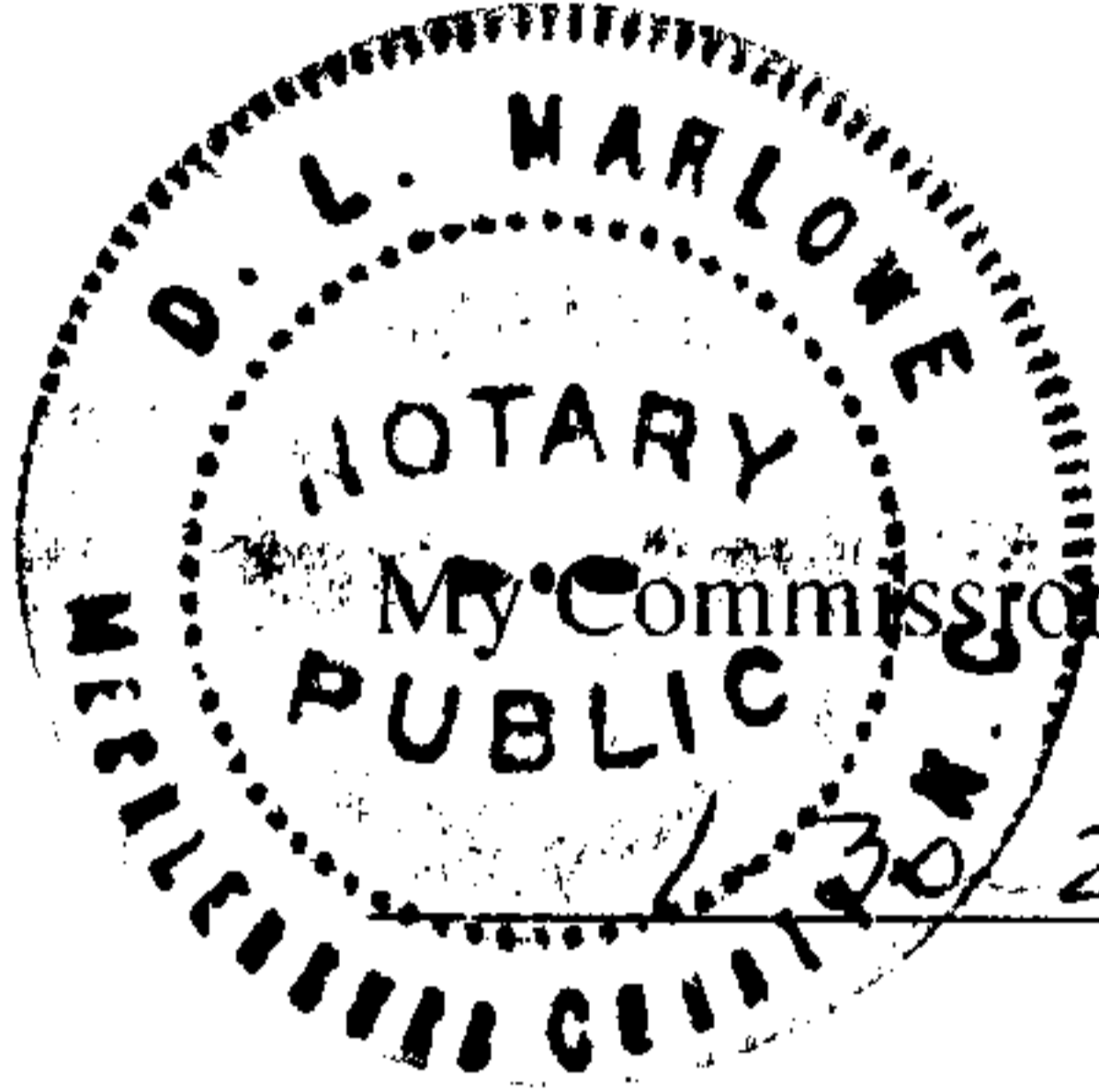


MECKLENBURG COUNTY

I, a Notary Public for said County and State, do hereby certify that _____
Monica Allen + Robert Allen

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 16 day of November, 2006.



My Commission Expires:
1-30-2009 1-30-2009

[Signature]
Notary Public

Lincoln COUNTY

I, a Notary Public for said County and State, do hereby certify that _____
Kevin R Dorton + Valerie F Torton
Chris A Brady and Cyndi Jo Brady
LANCE R MUSE
MARTY L CAUSLER + LEA ANNE CAUSLER
GREG D COX + HOLLAND S COX
DAVID SMITH + BAILEY SMITH
Anthony Brooks + Cindy Brooks
MAX A CALDWELL + DOTTIE K CALDWELL
MAX A CALDWELL JR + LISA B CALDWELL

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 12 day of November, 2006.

[Signature]
Notary Public

My Commission Expires:
10/27/2007

