

BK 1313PG173

4.

STATE OF NORTH CAROLINA
COUNTY OF UNION

Filed for record
Date 10/18/99
Time 2:30 o'clock PM
at the Office of the Register of Deeds
in the County of Union, North Carolina

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
BREKONRIDGE SUBDIVISION**

THIS DECLARATION made on the date hereinafter set forth by D & D PROPERTIES, INC. hereinafter referred to as "Declarant" and any and all persons, firms or corporations now owning and hereinafter acquiring any of the within described property.

WITNESSETH:

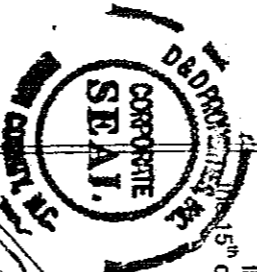
WHEREAS, Declarant is the owner of certain property in Union County, North Carolina which is more particularly described by plats thereof recorded in Plat Cabinet E, File 581 & 582 in the Union County Public Registry to which reference is hereby made for a more complete description; and

WHEREAS, Declarant is the Declarant in that Declaration recorded in Book 1128, Page 508 covering a portion of Brekonridge Subdivision as described therein; and

WHEREAS, Declarant desires that the property described on plat recorded in Plat Cabinet F, File 750 and Plat Cabinet F, File 751 be added to said original Declaration.

NOW THEREFORE, the Declarant hereby declares that all of the property described on said plat shall be held, sold and conveyed subject to those easements, restrictions, covenants and conditions more particularly set out in that original Declaration dated the 29th day of July, 1998 and recorded in Book 1128, Page 508 in the Union County Registry.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 15th day of October, 1999.



ATTEST:

D & D PROPERTIES, INC.
BY: [Signature]
President

Secretary

STATE OF NORTH CAROLINA
COUNTY OF UNION

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, a Notary Public of the County and State aforesaid, certify that GLENN DAVID CUTHBERTSON personally came before me this day and acknowledged that he is Secretary of D & D PROPERTIES, INC., a North Carolina corporation, 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 him as its Secretary.

Witness my hand and official seal, this 15 day of October, 1999.

My Commission Expires: 3/26/2001

[Signature]
Notary Public

NORTH CAROLINA - UNION COUNTY
The foregoing certificate of
D. Hope Bergmann

Notary Public
I was certified
to be a Notary Public on 18th day
of Oct 1999 at 2:30PM

JUDY S. PRICE, REGISTER OF DEEDS
BY: [Signature]
Asst./Dept.

NOTED -
GRIFFIN, SMITH,
CALDWELL, HELDER
& LEE, P.A.
ATTORNEYS AT LAW
MONROE, NC

GRIFFIN, SMITH, CALDWELL, HELDER & LEE, PA.
(c/b/b)

STATE OF NORTH CAROLINA
COUNTY OF UNION

Filed for record
Date 12.4.2000
Time 9:55 a'clock A. M.
JUDY G. PRICE, Register of Deeds
Union County, Moore, North Carolina

AMENDMENT TO RESTRICTIONS
FOR
PHASE II, BRECKONRIDGE SUBDIVISION

0037310

THIS AMENDMENT made this 30 day of November, 2000, by D&D PROPERTIES, INC., the Declarant

WITNESSETH

THAT WHEREAS, the Declarant executed and recorded the Declaration of Restrictions for BREKONRIDGE subdivision dated the 29th day of July, 1998 (Plat Cabinet E, file 581 & 582), which restrictive covenants are recorded in Book 1128, page 508, Union County Registry; and

WHEREAS, Declarant executed and recorded the Supplemental Declaration of Covenants, Conditions and Restrictions for Phase II of BREKONRIDGE subdivision dated the 15th day of October, 1999 (Plat Cabinet F, file 750 & 751), which supplemental declaration is recorded in Book 1313, page 173, Union County Registry, and which supplemental declaration incorporated the Phase II plats into the said original Declaration of Restrictions for BREKONRIDGE; and

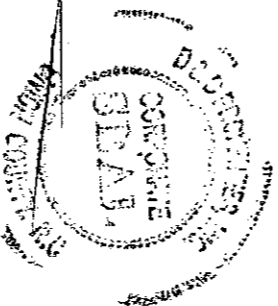
WHEREAS, Declarant desires to amend said restrictions for Phase II of BREKONRIDGE subdivision as follows:

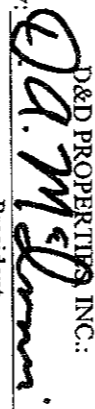
1. Paragraph 2 of said declaration wherein the minimum square footage of heated floor space is 1,200 square feet, the same is hereby changed and amended to "1,000 square feet".
2. Subparagraph O of paragraph 6 is deleted in its entirety and in lieu thereof the following:
 - O. Construction. All houses are to be built with brick foundations, concrete driveways, mail boxes of the same design as those currently in place, and a tree planted in the front yard.

In all respects not inconsistent herewith, the original restrictions are hereby ratified and republished for all lots in Phase II, Breckonridge hereafter conveyed.

ATTEST:

Secretary

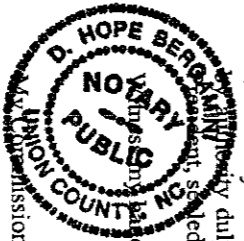


D&D PROPERTIES INC.
By: 
President

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, a Notary Public of the County and State aforesaid, certify that Glenn David Cutbertson, personally came before me this day and acknowledged that he is Secretary of D & D Properties, Inc., a North Carolina corporation, and that he is duly authorized to execute and attest to the foregoing instrument, the foregoing instrument was signed in its name by its Secretary, and that the foregoing instrument was sealed with its corporate seal and attested by him as its Secretary.


Witness my hand and official seal, this 30 day of November, 2000.




Notary Public

My Commission Expires: 3/26/2001

The foregoing is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

JUDY G. PRICE REGISTER OF DEEDS FOR UNION COUNTY
By:  Deputy/Assistant-Register of Deeds.

Certificate(s) D. Hope Bergamin, of NP

See Supplemental Restrictions
1986 1912 p. 173

See Supplemental Restrictions
At 1323 P. 407

RECORDED
AND
VERIFIED
JT

See Amendments
BK 1473 p. 433

BK 1128PG0508

OK

PREPARED BY: D & D Properties, Inc.
RETURN TO: Henry B. Satch, Jr., P.A.

Filed for record
Date 8-4-98 9 clock
Time 2:30
JUDY G. PRICK, Register of Deeds
York County, North Carolina

STATE OF NORTH CAROLINA
COUNTY OF UNION

DECLARATION OF RESTRICTIONS

BREKONRIDGE

This agreement made this 23 day of July, 1998, by and between D&D Properties, Inc. North Carolina corporations, and any and all persons, firms or corporations acquiring any of the property hereinafter described.

WITNESSETH: 054292

WHEREAS, D&D Properties, Inc. is the owner of that certain development known as Brekonridge Subdivision Phase I as the same as shown on map thereof recorded in Cabinet E, File 581 and 582 in the Union County Public Registry; and
WHEREAS, D&D Properties, Inc. has agreed to restrict the use and occupancy of the above described property and in accordance with general planned developments hereinafter set forth for the protection of said property and the future owners thereof;
NOW, THEREFORE, in consideration of the premises, D&D Properties, Inc. for itself, its successors and assigns, agrees with any and all persons, firms or corporations acquiring any of the property shown on said subdivision map of Brekonridge Subdivision Phase I recorded as aforesaid, that the same shall be and is hereby subject to the following restrictions, conditions and covenants (hereinafter referred to as "Restrictions"), relating to the use and occupancy thereof, which said restrictive covenants shall run with the land by whomsoever owned and shall be binding upon all future owners of said land;

1. **RESIDENTIAL USE OF LAND.** All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than those designated for residential purposes, not to exceed two and one-half stories in height, and a private garage for not more than two cars and other outbuildings incidental to residential use of the plot. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof onto a lot and remodeling or converting same into a dwelling unit. No mobile homes, modular home, or prefabricated dwellings shall be allowed. All lots in the tract shall be used for residential detached, single family dwellings.
2. **MINIMUM SIZE OF RESIDENCE.** No residence shall be constructed or permitted to remain on any lot unless it shall have at least 1,200 square feet of heated floor space. Before the construction of any dwelling or structure is started the plans and specifications must be submitted for Architectural Review and approval of the design, color, and material selections to include brick, siding, eaves, corner styles, soffits, windows, doors, roofing, roof pitches (8/12 recommended), mail boxes, paper boxes, and interior floor design and finish. Exact location of the structure must be shown on the lot and is subject to written approval. The approval or nonapproval will be given in writing by D&D Properties, Inc.

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within 10 days of receipt of the plans and specifications to include the location of the structure on the lot.

Construction of any residence on a lot shall be completed within twelve (12) months following commencement thereof. The Developer reserves to itself, as well as the right to assign to builders during construction, the right to use one or more such dwellings as an administrative office, information center and real estate sales office.

Each owner of a lot within the Development shall be responsible for the maintenance of and removal of dirt, mud, debris and snow from the streets fronting the lot where a residence is under construction, all areas of the owner's activity, and elsewhere if caused by owner(s) construction or sales activities.

Each owner shall be responsible for the cleanup or other correction of any matters relating to erosion control, including, without limitation, unclogging or cleaning of drainage facilities, cleaning of streets, prevention of runoff and payment of any fines and penalties, attributable to it by proper governmental officials.

Each owner shall maintain and be responsible for all subdivision improvements constructed on or incident to the lot and shall not cause any damage to or destruction of any subdivision improvements on the lot or elsewhere in the Development. "Subdivision improvements" shall mean all improvements made to or constructed upon the land comprising the Development by Developer in the course of developing the Development.

3. **LOCATION OF BUILDINGS.** No building, unattached garage or carport shall be erected on any lot nearer any front or side street line than the building setback line shown on the recorded map, and shall not be erected within 20' of main structure, which map is incorporated by reference herein.

4. **SIZE OF LOTS.** No residential structure shall be placed or erected on any lot which has an area less than the minimum square footage required by the applicable zoning ordinances in effect as of the date hereof or a width less than the minimum width at the front setback lines required by the applicable zoning ordinances in effect as of the date hereof. No lot may be subdivided by sale or otherwise unless such subdivision is agreed to in writing by the undersigned, or by its successors or assigns, and the written agreement to such subdivision is recorded in Union County Public Registry.

5. **UNINTENTIONAL VIOLATIONS.** In the event of the unintentional violation of any of the building line restrictions herein set forth, D&D Properties, Inc., their successors or assigns, reserve the right, by and with the mutual written consent of the owner or owners for the time being of such lot, to change the building line restrictions set forth in this instrument, provided, however, that such change shall not exceed ten (10.0%) percent of the marginal requirements of such building restrictions.

6. **CONDITIONS.**

A. **MOTOR VEHICLES:**

1. No more than three motor vehicles may be parked at a house on a regular basis.
2. All vehicles must be in good working condition, well maintained, must have all parts (including tires and hubcaps) and must be properly registered.
3. Driving or parking on the lawns is prohibited.
4. Street parking is allowed up to two hours per day.
5. No unlicensed or permanently inoperable vehicle, car, or parts thereof, or any items deemed unattractive or commencement thereof inappropriate to the general appearance of the neighborhood shall be located upon any premises within the subdivision. No major maintenance or repair can be performed on a vehicle that will result in an unsightly condition or rendering the vehicle inoperative for more than 4 hours.

B. **RECREATIONAL AND COMMERCIAL VEHICLES.** Recreational and commercial

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vehicles such as campers, boats, trucks, tractor trailers, trailers, buses, RV's, etc. must be parked in a garage and must not be visible to neighbors, otherwise they cannot be parked, maintained, or stored on the property or on the street.

C. GARAGE DOORS. When not in use, garage doors are to be left in the closed position.

Windows in garage doors are not allowed.

D. RADIO, TELEVISION SOLAR AND OTHER EQUIPMENT.

1. No equipment, antennae, panels, etc. may be on the front or side of the house or yard.
2. Equipment, antennae, panels, etc. must not be visible from the street or to neighbors.
3. Satellite dishes and large antennae are prohibited altogether.
4. Satellite dishes less than 18" in diameter may be permitted with prior approval of D&D Properties, Inc. provided they are located at the rear of the house in a non-obtrusive manner.

E. FENCING.

1. Fencing is allowed in the back (defined as the rear of the house to the back line) and side yards, not the front yard.
2. All fencing is subject to architectural review and approval prior to installation.
3. Standard fencing must not exceed a height of 4 feet except for posts which may be slightly taller.
4. Privacy fencing may be up to 7 feet tall and is limited to the enclosure of the patio area only on each lot.
5. Homeowners must treat and maintain their wooden fences with CWF or comparable solution annually.
6. Chain link and barbed wire fencing are prohibited.

F. ADDITIONS AND EXTERIOR STRUCTURES.

1. All such structures (garages, storage buildings, etc.) must be built and painted to match the residence and must be constructed of the same materials (shingles, siding, cornice, etc.) as the residence.
2. Such structures must have a roof pitch of 8/12 or steeper.
3. All such structures are subject to architectural review and approval prior to construction.

G. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than twenty-four by thirty-six inches (24" x 36") advertising the property for sale or rent, or used by a builder to advertise the property during the construction and sales period. Additional temporary marking signs and marketing signs may be used by the builder and/or the builder's agent only.

H. STORM DOORS. All storm doors and screen doors are subject to architectural approval. Six panel wooden and all-view aluminum storm doors are allowable at the front door.

I. ANIMALS.

1. No animals or fowl other than domesticated household pets shall be kept on a lot;
2. No more than two such household pets are permitted in any given household, provided they are not a nuisance to neighboring properties.
3. Dogs must be kept on a leash or in a fenced yard at all times.
4. No commercial raising or animals, livestock, or poultry of any kind shall be permitted. Household pets may not be kept or maintained for commercial purposes or breeding.

J. CLOTHES DRYING. No temporary or permanent outside clothes lines are permitted.

K. HOUSE AND YARD MAINTENANCE. Each homeowner or tenant must keep his/her house and yard attractive and well-maintained including any exterior structures and fencing. Upon completion of any dwelling, or occupancy of same, whichever comes first, any open

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- or disturbed areas must be seeded and shrubbery planted along the front of each residence. Each owner or tenant of lots in the subdivision shall be responsible for the control of erosion and sedimentation of each lot owned and shall take such steps as may be required to avoid damage to erosion and sedimentation control installations made by the Declarant and, further, any repairs made necessary as a result of such damage shall be at the expense of the owner who shall save Declarant harmless from any loss or liability whatsoever on account thereof.
- L. ILLEGAL, NOXIOUS, AND/OR HARMFUL ACTIVITIES.** These activities and any activity which interferes with a neighbor's "quiet enjoyment" are prohibited. No noxious or offensive trade activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighboring properties. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
- M. Above ground pools are prohibited.**
- N. 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.**
- O. CONSTRUCTION.** All houses are to be built with brick foundations, some brick accents to complement the vinyl siding, concrete driveways, mail boxes of the same design as those currently in place, and attached garage with at least a 2" caliper tree planted in the front yard.
- 7. ARCHITECTURAL REVIEW AND APPROVAL.** The architectural review and approval process shall be controlled by D&D Properties, Inc. its successors and assigns. Once dwelling structures have been established and are being used for every residential lot on said plot of Brokmondgo Subdivision Phase I, the right of approval set forth herein shall be vested in a committee composed of three owners in the subdivision who shall be elected by the majority vote of all owners of the aforesaid lots, one lot and one lot.
- 8. EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map, which is incorporated by reference herein. In addition, irrespective of whether the same are shown on the recorded plat, easements for installation and maintenance of utility and drainage facilities are reserved on or those parcels contiguous to the rear and side lot lines, which parcels are ten (10) feet wide along the rear lot lines and five (5) feet wide along the side lot lines. Moreover, when necessary, easements are reserved for drainage facilities, which easements are ten (10) feet in width (or such lesser width as Grantor, its successors or assigns, may determine) and will be located by Grantor, its successors or assigns, in the exercise of its or their sole discretion, but with the understanding that same shall not interfere with improvements placed upon any of the lots. Where a right-of-way for a drainage easement is asserted by Grantor (or a successor or assign of the Grantor) and the drainage facilities are installed upon the ground, there shall be no grading or regrading within or without the easement which will or may have the effect of obstructing the free flow of water in the easement and in the vicinity of same.
- 9. EFFECTIVE PERIOD.** 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 twenty-five 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 (exclusive of trustees in deeds of trust and owners and holders

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- of notes secured by deeds of trust) has been recorded, agreeing to change said covenants in whole or in part. These covenants may be enforced by Grantor or any lot owner or owners (or the owner of any interest in said property) by proceedings at law or in equity against any person, firm or corporation violating or attempting to violate any covenant or covenants, either to restrain violation thereof or to recover damages. It is not the Developer's or Builder's responsibility to enforce these restrictions. Invalidation of any one of these Covenants by Judgment, Court Order or statute shall in no way affect any of the other provisions hereof which shall remain in full force and effect.
10. D&D Properties, Inc. reserves for itself the right to amend the terms of these restrictions without joinder of any other party until 75% of the lots are transferred to a third party. The owners of 75% of the lots may amend these restrictions in whole or part.
11. D&D Properties, Inc. have the intention of adding additional lots to those described here- in which will also be subject to these restrictions and shall be considered in determining the percentage of lots sold to reach 75%.
12. The requirement of execution of any agreements or documents regarding these Restrictive Covenants is fulfilled upon execution of same by any one of the undersigned:
D&D Properties, Inc.

IN WITNESS WHEREOF, D&D Properties, Inc. have caused these presents to be executed in its corporation as of the day and year first above written.

D&D PROPERTIES, INC.

By

Ed M. Davis
President



ATTEST:

Maria L. Speer
Assistant Secretary

North Carolina
Union County

L. V. Spivey Notary Public for said County and State, certify that
M. L. I. Speer personally came before me this day and acknowledged
that she is the Assistant Secretary of *D&D PROPERTIES, INC.*, a corporation, 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 herself as its Assistant
Secretary.

Witness my hand and official seal, this the 29 day of July, 1998.

L. V. Spivey
Notary Public

My Commission expires 3/26/2001

See Exhibit "A"

ER 1128FG0513

EXHIBIT "A"

The undersigned property owners of lots in Brekonridge Subdivision, Phase I, join in the execution hereof for the purpose of affirming their consent hereto.

Christopher A. Winkler and wife,
Diana Lynn G. Winkler, Lot 3,
Brekonridge Subdivision, Phase I

Christopher A. Winkler
Witness
Diana Lynn G. Winkler
Witness

Christopher A. Winkler (SEAL)
CHRISTOPHER A. WINKLER
Diana Lynn G. Winkler (SEAL)
DIANA LYNN G. WINKLER

James R. White, Lot 4,
Brekonridge Subdivision, Phase I

James R. White
Witness

James R. White (SEAL)
JAMES R. WHITE

Michael R. Bevill, Lot 8
Brekonridge Subdivision, Phase I

Michael R. Bevill
Witness

Michael Bevill (SEAL)
MICHAEL R. BEVILL

Thomas C. Eubanks, Lot 9
Brekonridge Subdivision, Phase I

Thomas C. Eubanks
Witness

Thomas C. Eubanks (SEAL)
THOMAS C. EUBANKS

Mark S. Edwards and wife, Christine
F. Edwards, Lot 20, Brekonridge
Subdivision, Phase I

Mark S. Edwards
Witness
Christine F. Edwards
Witness

Mark S. Edwards (SEAL)
MARK S. EDWARDS
Christine F. Edwards (SEAL)
CHRISTINE F. EDWARDS

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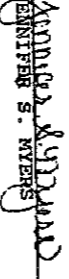
Christopher S. Slaughter and wife,
Becky L. Slaughter, Lot 24,
Brekonridge Subdivision, Phase I


CHRISTOPHER S. SLAUGHTER (SEAL)


BECKY L. SLAUGHTER (SEAL)

Andrew M. Myers and wife, Jennifer S.
Myers, Lot 36,
Subdivision, Phase I


ANDREW M. MYERS (SEAL)

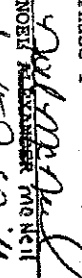

JENNIFER S. MYERS (SEAL)


Peter Alexander and wife, Gail
Alexander, Lot 139,
Subdivision, Phase I


PETER ALEXANDER (SEAL)


GAIL ALEXANDER (SEAL)

Noel McNeill and Scotty McMillian,
Lot 144, Brekonridge Subdivision,
Phase I

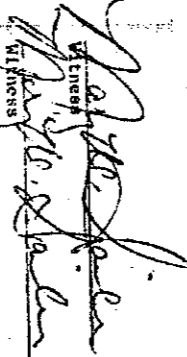

NOEL ALEXANDER MCNEILL (SEAL)

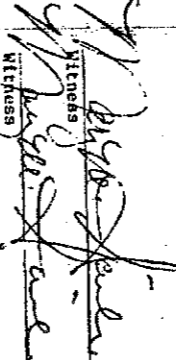

SCOTTY McMILLIAN (SEAL)

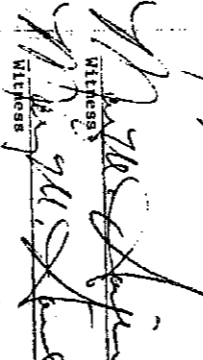
Daniel R. Thompson and Hilary D.
Walls, Lot 145,
Subdivision, Phase I

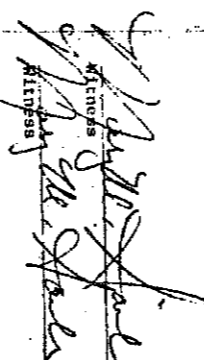

DANIEL R. THOMPSON (SEAL)

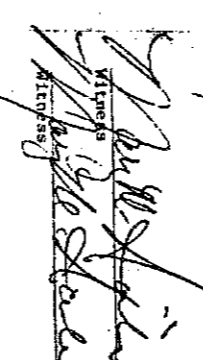

HILARY D. WALLS (SEAL)

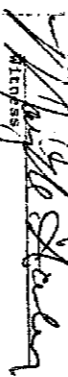

WITNESS


WITNESS


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SK 112830515

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Willie Rimmick, a Notary Public of Union County, North Carolina, certify that MARY M. MILLER personally appeared before me this day and being duly sworn, stated that in her presence Christopher A. Winkler and wife, Diana Lynn G. Winkler, James K. White, Michael R. Beville, Thomas C. Eubanks, Mark S. Edwards and wife, Christine, F. Edwards, Christopher S. Slaughter and wife, Becky L. Slaughter, Andrew M. Myers and wife, Jennifer S. Myers, Peter Alexander and wife, Gail Alexander, Noel ~~Alexander~~, SCOTTY McMillan, Daniel R. Thompson and Hillary D. Walls signed the foregoing instrument and acknowledged the execution thereof.

Witness my hand and notarial seal, this the 3rd day of August, 1998.

Willie Rimmick
Notary Public

My commission expires: 3/26/2001

NORTH CAROLINA - UNION COUNTY
The foregoing certificate(s) of

Willie Rimmick Notary Public
of Union County is/are certified
to be correct. Filed for record this 3rd day
of Aug, 1998 at 2:50pm

JUDY G. PRICE, REGISTER OF DEEDS
BY: WILLIE RIMMICK
Notary Public

BK 1383PG487

Filed for record
Date 4, 2000
Time 10:55 o'clock a m
JUDY G. PRICE, Register of Deeds
Union County, North Carolina

STATE OF NORTH CAROLINA
COUNTY OF UNION

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
BREKONRIDGE SUBDIVISION**

THIS DECLARATION made on the date hereinafter set forth by D & D PROPERTIES, INC. hereinafter referred to as "Declarant" and any and all persons, firms or corporations now owning and hereinafter acquiring any of the within described property.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Union County, North Carolina which is more particularly described by plats thereof recorded in Plat Cabinet F, File 748 & 749 in the Union County Public Registry to which reference is hereby made for a more complete description; and

WHEREAS, Declarant is the Declarant in that Declaration recorded in Book 1128, Page 508 covering a portion of Brekonridge Subdivision as described herein; and

WHEREAS, Declarant desires that the property described on plat recorded in Plat Cabinet F, File 748 and Plat Cabinet F, File 749 be added to said original Declaration.

NOW THEREFORE, the Declarant hereby declares that all of the property described on said plat shall be held, sold and conveyed subject to those easements, restrictions, covenants and conditions more particularly set out in that original Declaration dated the 29th day of July, 1998 and recorded in Book 1128, Page 508 in the Union County Registry.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this the 25th day of April, 2000.

D & D PROPERTIES, INC.

BY: D.A. McWilliams
President



Secretary

RECORDED
AND
VERIFIED
JT

STATE OF NORTH CAROLINA
COUNTY OF UNION

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, a Notary Public of the County and State aforesaid, certify that GLENN DAVID CLIBBERTSON personally came before me this day and acknowledged that he is Secretary of D & D PROPERTIES, INC. a North Carolina corporation, 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 him as its Secretary.

Witness my hand and official seal, this 25 day of April, 1999, 2000

My Commission Expires: 3/31/2001

Steph Baranick
Notary Public



NORTH CAROLINA - UNION COUNTY
The foregoing certificate(s) of

O. Nease, Secretary/Notary Public
of D & D Properties, Inc. is/are certified
to be correct. Filed for record this 25th day
of April, 2000, at NOVA

JUDY G. PRICE, REGISTER OF DEEDS
BY: JUDY G. PRICE

GRITTA, SMITH,
CALDWELL, HILDER
& LEE, P.A.
ATTORNEYS AT LAW
RICHMOND, NC

STATE OF NORTH CAROLINA
COUNTY OF UNION

Filed for record
Date 11/29/00
Time 7:56 of clock 0 M.
JUDY G. PRICE, Register of Deeds
Union County, Moore, North Carolina

AMENDMENT TO RESTRICTIONS
FOR
PHASE II, BRECKONRIDGE SUBDIVISION

0037310

THIS AMENDMENT made this 30 day of November, 2000, by D&D PROPERTIES, INC, the Declarant
WITNESSETH

THAT WHEREAS, the Declarant executed and recorded the Declaration of Restrictions for BREKONRIDGE subdivision dated the 29th day of July, 1998 (Part Cabinet E, file 581 & 582), which restrictive covenants are recorded in Book 1128, page 508, Union County Registry; and

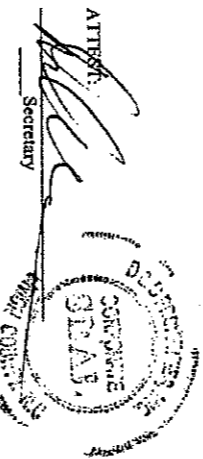
WHEREAS, Declarant executed and recorded the Supplemental Declaration of Covenants, Conditions and Restrictions for Phase II of BREKONRIDGE subdivision dated the 15th day of October, 1999 (Part Cabinet F, file 750 & 751), which supplemental declaration is recorded in Book 1313, page 173, Union County Registry, and which supplemental declaration incorporated the Phase II plats into the said original Declaration of Restrictions for BREKONRIDGE; and

WHEREAS, Declarant desires to amend said restrictions for Phase II of BREKONRIDGE subdivision as follows:

1. Paragraph 2 of said declaration wherein the minimum square footage of heated floor space is 1,200 square feet, the same is hereby changed and amended to "1,000 square feet".
2. Subparagraph O of paragraph 6 is deleted in its entirety and in lieu thereof the following:
 - O. Construction. All houses are to be built with brick foundations, concrete driveways, mail boxes of the same design as those currently in place, and a tree planted in the front yard.

In all respects not inconsistent herewith, the original restrictions are hereby ratified and republished for all lots in Phase II, Breckonridge hereafter conveyed.

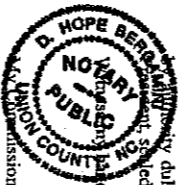
By: D.A. McQueen
President



Secretary
STATE OF NORTH CAROLINA
COUNTY OF UNION

I, a Notary Public of the County and State aforesaid, certify that Glenn David Culbertson, personally came before me this day and acknowledged that he is Secretary of D & D Properties, Inc., a North Carolina corporation, and that the foregoing instrument was signed by him as its Secretary.

Witnessed with its corporate seal and attested by him as its Secretary.



My Commission Expires: 3/24/2001
Notary Public

D. Hope Bergmann
Notary Public

The foregoing Certificate(s) D. Hope Bergmann of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

JUDY G. PRICE
REGISTER OF DEEDS FOR UNION COUNTY
By: W. Louisa Tocco Deputy/Assistant-Register of Deeds.

Filed for record
Date 4-20-2005
Time 11:00 of clock A m
Crystal D. Gunn, Register of Deeds
Union County, Moore, North Carolina

Return to: Ruao Asfi

69736

AMENDMENT TO RESTRICTIVE COVENANTS
OF BREKONRIDGE SUBDIVISION

STATE OF NORTH CAROLINA
COUNTY OF UNION
AMENDEDMENT TO RESTRICTIVE COVENANTS OF BREKONRIDGE
SUBDIVISION

THIS AMENDMENT to the Declaration of Restrictions of BREKONRIDGE, made this the 15th day of April, 2005 by and between D & D Properties, Inc. and McInnis Construction Co., hereinafter referred to as "Declarants";

WHEREAS D & D Properties, Inc is the Declarant of those restrictions recorded in Book 1128, Page 508 Union County Registry and McInnis Construction Co is the owner of Lot 213, of Brekonridge, Phase 2, as shown on a plat thereof recorded in Plat Cabinet F, file 748 Union County Registry;

WHEREAS paragraph 5 of said restrictions provide for the amendment to building setback requirements where there is an unintentional violation of said setback and

WHEREAS restrictive covenants and the recorded plat in Plat Cabinet F, File 748 Union County Registry provide for a side street setback of twenty two (22) feet


WHEREAS a final as built survey of the property reveals that a portion of the residence on the property overlaps the side street setback by approximately 3.6 inches and; and

WHEREAS the parties desire to amend said restrictions in pursuant to the authority granted in paragraph 5 of said restrictions;

NOW THEREFORE, with respect to Lot 213 of Brekonridge Subdivision, Phase 2, as shown on that plat recorded in Plat Cabinet F, File 748 Union County the side street setback is hereby amended and changed to twenty one (21) feet.

Except as amended the aforesaid Restrictive Covenants shall remain the same.

IN WITNESS WHEREOF, the parties named herein below have signed and sealed this the day and year first above written.

D & D Properties, Inc.
BY: 
President

McInnis Construction Co.
BY: 
President

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, RUSSELL Z. ASTI, NOTARY PUBLIC, CERTIFY THAT D.A. MCINNIS PERSONALLY CAME BEFORE ME THIS DAY AND ACKNOWLEDGED THAT HE IS THE PRESIDENT OF D & D PROPERTIES, INC., A NORTH CAROLINA CORPORATION, AND THAT HE, AS PRESIDENT, BEING AUTHORIZED TO DO SO EXECUTED FOREGOING ON BEHALF OF THE CORPORATION. ~~WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 15TH DAY OF APRIL, 2005.~~

NOTARY PUBLIC
MY COMMISSION EXPIRES: 10/21/2009



STATE OF NORTH CAROLINA
COUNTY OF UNION

I, RUSSELL Z. ASTI, NOTARY PUBLIC, CERTIFY THAT D.A. MCINNIS PERSONALLY CAME BEFORE ME THIS DAY AND ACKNOWLEDGED THAT HE IS THE PRESIDENT OF MCINNIS CONSTRUCTION, CO., A NORTH CAROLINA CORPORATION, AND THAT HE, AS PRESIDENT, BEING AUTHORIZED TO DO SO EXECUTED FOREGOING ON BEHALF OF THE CORPORATION. ~~WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 15TH DAY OF APRIL, 2005.~~

NOTARY PUBLIC
MY COMMISSION EXPIRES: 10/21/2009



NORTH CAROLINA-UNION COUNTY
The foregoing certificate(s) of

RUSSELL Z. ASTI

Notary (s) Public

to be correct Agent certified

CRYSTAL D. CRUMP REGISTER OF DEEDS
IN: Supra O'Connell Road
ASSASSIN