

NORTH CAROLINA

PROTECTIVE AND RESTRICTIVE COVENANTS

GASTON COUNTY

KNOW ALL MEN BY THESE PRESENTS, that **American Land Corporation-Charlotte, Inc., of 8520 Cliff Cameron Dr., Suite 450, Charlotte, NC 28269**, a North Carolina Corporation, 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, does 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 land in question covered by these covenants include:

These restrictions apply to Lot Numbers 1 through 15 of Colebrook Subdivision as shown at Plat Book _____ Pages _____ in the Gaston County 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.

2. All of said property 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. Each lot, and any improvements now or hereafter erected thereon, shall be used for residential purposes and mini farms. However, Declarants reserve the exclusive right to use said property for ingress and egress to other properties. No lots or land in said subdivision shall be used for ingress and egress to abutting properties without this express written consent of the declarants. No sheds, storage facilities, animal pens, or like kind improvements shall be placed on any lot prior to the completion of a residence without the written approval of the declarants. 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. All structures constructed upon the above described property shall be of new construction. Out buildings for animals must be approved in writing by the declarants.

A. The declarants reserve the right to vary the above restrictions where applicable. Any variance must be approved in writing by the declarants.

3. No single-story residence may be erected on any of said property with a ground floor area including finished basements of less than 1,600 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 800 square feet of ground floor area exclusive of open porches and garages and with less than 1,600 square feet of total heated floor space exclusive of open porches and garages. Only houses with a minimum of 1,600 square feet will be permitted on the property. Modular homes shall only be allowed within Colebrook with the written approval of the Declarant. Any variation of paragraphs two or three must be approved in writing by the Declarants. Nonconforming homes may be approved on a case by case basis with the written approval of the Declarant.

4. No residences may be erected on said property unless they comply with the following restrictions:

- A. All residences must be permanently affixed on a permanent foundation constructed of brick, block or concrete.
- B. All Homes shall have a minimum 5/12 roof pitch.
- C. The roof on all residences must have at least a six inch (6") overhang, exclusive of gutters.
- D. Each residence shall have an installed walkway from the driveway to the front door of the residence which is constructed with the same material as the driveway. Any variation of this restriction or materials must be approved in writing by the declarants.

5. No residence, garage or accessory structure shall be located on any lot nearer to the right-of-way of any street in said subdivision than the setback lines as shown on said recorded maps in **Plat Book _____ at Pages _____** in the **Gaston County Public Registry**. No dwelling shall be erected on any lot having an area less than 43,560 square feet. No single or doublewide mobile home shall be allowed or permitted on any lot or any street in this subdivision.

6. A ten foot (10') 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 maps recorded in **Plat Book _____ at Pages _____** are also reserved by these restrictions.

7. 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.

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

A. No timber harvesting without the express written permission of the declarants.

9. No structure of a temporary or mobile character, including trailers or mobile homes, or basements, tents, shacks, garages, barns or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. No motor vehicle bodies, shacks, stripped or junked vehicles shall be allowed or

permitted on any lot or any street in this Subdivision. No tractors or trailers, dump trucks, or vehicles exceeding 10,000 pounds (5 tons-GVW) will be permitted in this subdivision, in combination or singularly, except for routine deliveries or with the written approval of the Declarants.

- A. No unregistered motor vehicles, mopeds, three-wheel motor bikes, or similar motorized vehicles shall be operated within the right of way of the streets and roads of the subdivision, neither on the gravel portion of the roadway nor on the shoulders of the roadway. No motor homes, travel trailers, construction equipment or any construction materials, other recreational vehicles, school buses, vans, or large trucks may be parked, stored, or operated within the right of way of the streets and roads of the subdivision, neither on the gravel portion of the roadway nor on the shoulders of the roadway.
- B. Registered vehicles will not be allowed to routinely park on any street in Colebrook Subdivision. Under no circumstances, in the interest of keeping grass undamaged and as healthy as possible, will any wheels or tires of a vehicle be allowed to be driven or parked off of the gravel.

10. No sign of any kind shall be displayed to the public view on any lot except one “for sale” or “for rent”, which signs shall not exceed two feet (2’) by three feet (3’) in size.

11. No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot, except dogs, cats or other household pets, provided they shall not be kept, bred or maintained for any 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. However lots containing two (2) acres or more will be allowed to have one (1) horse, cow, or goat per acre, subject to city or county ordinances. Other animals not referenced above may be approved in writing by the Declarants.

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

13. No structure of any nature shall be erected on any lot that uses concrete blocks exposed on the exterior of the building.

14. No lot may be used as a storage area or maintained as a dumping ground for rubbish, trash, garbage or other refuse. All rubbish, trash, garbage or other refuse shall be kept in sanitary containers, which containers shall be kept in a clean and sanitary condition and shall be screened from public view. 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 it is sealed from view with a structure of a nature in keeping with that of the residence lot.

16. In the event any residential dwelling shall be placed upon more than one lot, then the combination of said lots shall be considered as one lot, and these restrictions and covenants shall apply to said lots in combination as if the same were only one lot; and any interior lot line easement which shall affect the construction of a residential dwelling upon the combination of two or more lots, unless then in use, shall be vacated.

17. No lot(s) in the above described subdivision shall be used as a road or street to furnish ingress, egress and regress to other lands outside of said subdivision, without express written permission from the Declarants.

18. 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.
19. All mailboxes, driveways and driveway pipes shall be installed and constructed in accordance with those standards established by the North Carolina Department of Transportation for secondary residential streets.
- A. In the construction of the driveway, any culvert to be installed to cross any access easement must be constructed **of corrugated metal pipe which diameter must be approved in writing by the declarants**. In no circumstance during the construction of the driveway or placement of the culvert shall anyone **cut or remove any matting which has been placed in the ditches**.
 - B. Piping of the entire ditch parallel to the road is allowed but must be approved and installed to N.C.D.O.T. specifications and also approved in writing by the declarants.
 - C. If at any time, the N.C.D.O.T. or the Declarants determines that a lot owner has not complied with the requirements listed above, the Declarants shall have the right to make any necessary corrections. At such time as the Declarants make said corrections, the lot owner shall become immediately responsible for reimbursement to the Declarants of any cost associated with the corrections.
 - D. Owner of property shall be responsible for maintenance and mowing of their property up to the edge of the asphalt in front of each lot.

20. No owner of said property shall have any claim or cause of action against Grantor, its affiliates or its licensees arising out of the exercise or non-exercise of any easement or other right reserved hereunder or referred to herein.

21. It is specifically agreed that the undersigned reserves unto itself, its 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. Amendment. These restrictions and covenants may be amended or revoked, either in whole or in part, by an instrument in writing executed by the declarants and recorded in the office of the register of deeds for Gaston County, North Carolina so long as the declarants shall still own any lot or lots in said subdivision; and after such time as the declarants shall no longer own any lot or lots in the said subdivision, any such amendment or revocation may be made and shall be fully enforceable and effective when dully executed by a majority of the then owners of the lots of said subdivision and recorded in the office of register of deeds for Gaston County, North Carolina.

23. No delay or failure on the part of Grantor to invoke an available remedy in respect to a violation of any provision contained herein or referred to herein shall be held to be a waiver by Grantor of any right available to it upon the recurrence or continuance of said violation or the occurrence of a different violation.

24. 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, firm or corporation owning any of said lots (or any interest therein) to prosecute any proceeding at law or in equity against the person, persons, firm or corporation violating or attempting to violate any such covenant and either to prevent the violation or to recover damages or other compensation for such violation.

25. The Declarant hereby reserves a 30 foot driveway easement along the property line which borders the rear of lots 8 and 9 along with the lot 15 property line. The easement shall be centered over said line and shall provide access to Colebrook Lane for lots 8 and 9. No other lots or adjoining acreage shall use this driveway easement for access to their property. If either the owner of lots 8 or 9 decide to use this driveway easement, they shall be responsible for all costs of construction as well as maintenance.

26. The 30' easement known as Colebrook Lane to Lots 13, 14, and 15 of Colebrook Subdivision is a private easement. Owners of lots 13, 14, and 15 shall be solely responsible for the maintenance of Colebrook Lane. All maintenance costs for said easement shall be split evenly among lots 13, 14, and 15 of Colebrook Subdivision as is more fully described in the Private Easement Maintenance Agreement. If one owner owns more than one parcel, they shall pay the amount that would be required if the parcels were owned by different owners. Decisions for maintenance and the level of maintenance which will be done to the easement shall be by majority vote of all owners of land abutting the easement. Each individual parcel of land shall count as one vote. If one owner owns two parcels, they shall have two votes. The owners of Lots 12, 8 or 9 of Colebrook Subdivision shall have the right to use Colebrook Lane or an adjoining easement for access to their property. If the owners of Lots 12, 8, or 9 elect to use Colebrook Lane for access to their property they shall share in the maintenance costs and voting rights of Colebrook Lane in the same capacity as the owners of lots 13, 14, and 15.

This private easement has not been constructed to minimum standards for subdivision streets adopted by the North Carolina Department of Transportation for acceptance to the North Carolina State Highway System and shall be maintained by the owners of lots 13, 14, and 15 of Colebrook Subdivision.

26. Utility Easement. The Declarant hereby reserves a 75' utility easement across the above referenced 30' private easement which serves as access to lots 13, 14, and 15 of Colebrook. This utility easement shall be centered over the centerline of the 30' Private Easement known as Colebrook Lane. Said utility easement may be used for any and all utility purposes necessary.

27. Invalidation of any one or more of the foregoing restrictions and 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, American Land Corporation-Charlotte, Inc. has caused these Protective and Restrictive Covenants to be executed in it's Corporate name by it's President and attested by it's Secretary and sealed with it's Corporate Seal, this the day and year first above written.

DECLARANTS:

_____(SEAL)
American Land Corporation-Charlotte, Inc.
By: Gary Choquette, President

Attested by: _____(SEAL)
American Land Corporation-Charlotte, Inc.
Denise Errico, Secretary

Affix Corporate Seal

NORTH CAROLINA
MECKLENBURG COUNTY

I, _____, a Notary Public for said County and State, do hereby certify that Denise Errico personally appeared before me this day and acknowledged that she is Secretary of American Land Corporation-Charlotte, Inc., 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 her as its Secretary.

WITNESS my hand and notarial seal, this ____ day of _____, 2007.

My Commission Expires: _____

North Carolina, _____ County

The foregoing certificate of _____ Notary Public, of _____ County, North Carolina is certified to be correct. Presented for registration and recorded this, the ____ day of _____, 200__ at _____ A.M./p.m. in Book _____, Page _____.

Register of Deeds