

This instrument drafted by: Jennifer B. Lewis, PLLC, 108 W. South Street, Wilkesboro, NC 28697

NORTH CAROLINA

RUTHERFORD COUNTY

AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR BROAD RIVER HIGHLANDS

This Amendment to Restrictive Covenants made and entered into this 1st day of MARCH 2022, by Benjamin Beshears and Joseph Shipbaugh, Member/Managers of NC Country Land, LLC, a North Carolina Limited Liability Company, (hereinafter known as "Declarant" pursuant to the assignment of Declarant Rights recorded 2/17/2022 in Book 1865 Page 1029, Cleveland County Register of Deeds), and all parties hereafter acquiring any part of the property acquired by Declarant in Book 1865, Page 1019 and acquired by the previous Declarant in Book 1673 Page 612, and shown on the maps of Broad River Highlands, and duly recorded in Plat Book 31, Pages 98 and 99; Plat Book 35, Page 003; Plat Book 33, Page 94; Plat Book 35, Page 127; Plat Book 35, Page 005; Plat Book 36, Page 60; Plat Book 45, Page 137 and Plat Book 45, Page 138 all of the Cleveland County Registry;

WITNESSETH:

THAT WHEREAS, Declarant is the owner all of the Lots set forth in the Exhibit A attached hereto, known as BROAD RIVER HIGHLANDS PHASES ONE, TWO-A, TWO-B, TWO-C, THREE; and

WHEREAS, previous Declarant heretofore declared, gave, granted, and conveyed for said Lots certain restrictive covenants for the benefit of said subdivision, as recorded in Book 1527, Page 221, Cleveland County Registry; and

NOW, THEREFORE, current Declarant hereby REVISES said restrictive

covenants for Broad River Highlands, Cleveland County Registry as follows:

Item 1.: "USE OF LOTS" No Lot shall be used except for residential purposes. Any commercial use is strictly prohibited. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence and its customary accessory buildings and uses, unless the Lot exceeds two acres and in that case, with proper county approval, the owner may construct more than one single-family residence and its customary accessory buildings.

Item 3.: The "DWELLING RESTRICTIONS" Any dwelling house built in this Development shall be new, stick-built construction, constructed on the premises and shall comply with all State, County and local building standards and codes, including specifically those standards for plumbing, septic, and electrical work. Single-wide and double-wide mobile homes are specifically prohibited, but state-certified modular homes shall be allowed. All buildings, including dwelling houses and outbuildings, shall be constructed of natural wood, stone, or brick materials, including but not limited to brick, stone, log, clapboard, shingle, or high-quality composite materials with the same appearance as natural wood materials. In no event shall aluminum, vinyl siding, or cinder block be used on any dwelling house or outbuilding, nor shall exposed cinder block foundations be permitted.

a) The living area of any dwelling house, exclusive of any porches, garages carports and patios, shall not be less than 1000 square feet.

Item 4.: "NUISANCE" The pursuit of loud and/or inherently dangerous activities including, but not limited to, the use of firearms and the use of any all-terrain vehicles, including 2-wheel, 3-wheel, and 4-wheel motorcycles, which might tend to cause noise, dangerous conditions, and/or disorderly conditions shall not be undertaken on any part of any lot, and common area, or private road without the consent of the Board of Directors of the Association. The safe and lawful use of golf carts and side by side Utility Task Vehicles are specifically permitted.

Item 11.: "TEMPORARY STRUCTURES" No structure of a temporary character, trailer, ("camper" omitted from this 11st), basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Campers and recreational vehicles may be used for temporary camping purposes, but in no event shall any camper or recreational vehicle be permanently connected to any electrical connection, septic connection, or other utility service connection of any kind and said camper or recreational vehicle may not be permanently affixed to the property.

All other provisions of the DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR BROAD RIVER HIGHLANDS shall remain as stated in that document recorded in Book 1527, Page 221, Cleveland County Registry.

TESTIMONY WHEREOF, Declarant has hereunto set its hands and seal this the 11th day of March, 2022.

NC Country Land, LLC, a North Carolina Limited Liability Company

Benjamin Beshears (SEAL)
Benjamin Beshears, Member/Manager

Joseph Shipbaugh (SEAL)
Joseph Shipbaugh, Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF Wilkes

I, Betty D. Reeves, a Notary Public of the state and county aforesaid, certify that Benjamin Beshears and Joseph Shipbaugh personally appeared before me this day and acknowledged that they are the Member/Managers of NC Country Land, LLC, and that by authority duly given and as the act of each entity, they signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and Notarial Seal this 11th day of March, 2022.

[NOTARY SEAL]

Betty D. Reeves
Notary Public

My Commission Expires: 6/10/2027

BETTY D. REEVES
NOTARY PUBLIC
WILKES COUNTY
NORTH CAROLINA
MY COMMISSION EXPIRES 6/10/27

EXHIBIT "A"

BEING Lots 2, 3, 4, 6, 7, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 as shown on that plat recorded in Plat Book 31, Page 98, Cleveland County Registry.

BEING Lots 24, 25, 26, and 27 as shown on that plat recorded in Plat Book 31, Page 99, Cleveland County Registry.

BEING Lets 37, 43, 44, 46, 46, 47, 48, 60, 61, 52, 54, 55, 56, 57, 58, 59, 60, 80, 81, 83, and 84 as shown on that plat recorded in Plat Book 35, Page 003, Cleveland County Registry.

BEING Lots 61, 63, 67, 69, and 73 as shown on plat recorded in Plat Book 33, Page 94, Cleveland County Registry.

BEING Lots 72, 74, 75, 76, 77, and 79 as shown on plat recorded in Plat Book 35, Page 127, Cleveland County Registry.

BEING Lot 3-A, 3-E, 3-F and 3-G as shown on plat recorded in Plat Book 35, Page 005, Cleveland County Registry.

BEING Lot 3-C as shown on plat recorded in Plat Book 36, Page 60, Cleveland County Registry.

BEING all that 2.40 acres as shown on that plat recorded in Plat Book 45, Page 137, Cleveland County Registry.

BEING all that 9.16 acres as shown on that plat recorded in Plat Book 45, Page 138, Cleveland County Registry.