

BRIARWOOD SUBDIVISION

PHASE I

STATE OF NORTH CAROLINA

COUNTY OF FRANKLIN

KNOW ALL MEN BY THESE PRESENTS that Briarwood Sub-Division Developers as owners do hereby dedicate and establish the following covenants and restrictions to be hereafter applicable to all conveyances of land within that certain 231 tract shown of map recorded in Plat Record File # 2 slide 139 of the Franklin County registry and being known as Briarwood Sub-Division, when deed or deeds for such land shall make specific reference to this dedication or declaration; said covenants and restrictions to run with said land by whomever owned, and which are expressly consented to by the grantee or grantees in said deed or deeds by the mere acceptance of said deed or deeds. Said covenants and restrictions are specifically listed as follows:

1. The tracts within this classification shall be used for single-family purposes only. No building shall be erected, altered, placed or permitted to remain on any tract other than one detached single family dwelling and an attached garage.
2. All one story dwellings shall have a finished ground floor area, exclusive of basements, porches, and garages of 1200 square feet or more, or a mobile home must be at least 14 x 60 and have a shingle roof and no more than 3 years old with brick underpinning with hitch removed. Yards must be seeded in front and each side and landscaped. Mobile home tie-downs shall be connected during installation.
3. In order to maintain architectural beauty within Briarwood Sub-Division and to guard against the erection therein of poorly designed or proportioned structures, no building shall be erected or allowed to remain on said property until a complete set of plans and specifications for dwelling house have been submitted to and approved in writing by Briarwood Sub-Division Developers, or by other persons designated by it. In the event that the person to whom said plans and specifications are submitted fails to approve or disapprove such design within thirty (30) days after said plans and specifications have been submitted to him, or in any event, if no suit to enjoin the erection of such building has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Those persons reviewing the plans submitted to them shall not be entitled to any compensation for services rendered pursuant to this covenant.
4. An easement is reserved over the rear five feet of each tract and over a strip five feet in width along the side lines of each tract for the installation of utilities and drainage facilities. In the event that any owner of two or more adjacent lots shall prepare plans for the construction of a house on the line separating two or more such tracts, the said Briarwood Sub-Division Developers or such persons as shall having been designated in writing by it, shall be authorized to release said five foot easement by a proper written instrument duly recorded in the Franklin County Registry. If said consent be obtained from Briarwood Sub-Division Developers or such person as shall have been designated in writing by it, to re-subdivide or use as a through street any tract according to Paragraph 9, below, said easement shall be deemed to have been released for a through street and a new easement shall be deemed to have been given along the new property lines.
5. In order to maintain ecological balance, prevent erosion and maintain proper foliage, no trees in excess of 4" in diameter shall be removed from any tract without the express written permission of Briarwood Sub-Division Developers or such person as shall have been designated in writing by it, except that homesites and driveways to buildings may be cleared at any time. Dead and diseased trees may be removed immediately.

6. The owner of any tract may erect one or more out buildings thereon provided that he first submits plans for such outbuildings to Briarwood Sub-Division Developers in writing by it. Such plans shall show the location of the proposed outbuildings. Such plans shall be approved, or shall be deemed to have been approved as provided in Paragraph 3 above.
7. No building or mobile home shall be located on any tract nearer to the street right of way than 75 feet nor nearer the the street right of way on corner tracts than 50 feet, nor nearer to the side property line on other tracts than 15 feet.
8. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No equipment, boats, travel trailers or similar vehicles or equipment shall be permitted to remain on any tract unless said vehicles and equipment are placed out of view of the right of way or within a completely enclosed out building or garage. No junk cars will be permitted to remain on any lot for any reason.
9. No tract shall be resubdivided or used as a through street without the express written consent from Briarwood Sub-Division Developers or such persons designated by it, and duly recorded in the Franklin County Registry
10. No shelter of a temporary or permanent character, such as a travel trailer, basement, tent, shack, garage, or barn shall be used on any tract any time as a residence, either temporarily or permanently.
11. In the event that a dwelling is constructed nearer to the adjacent tract than is permitted by these restrictive covenants, but not nearer than 10 feet to such line, such violation may be waived by the execution and recording in the Franklin County Registry of an instrument in writing and signed by representatives of Briarwood Sub-Division Developers, or by such person designated in writing by it, and by the owners of the adjacent tract on the side on which the violation occurs. Upon the execution and recording of such a waiver, said violation shall not thereafter be deemed existing.
12. No livestock or poultry of any kind shall be raised, bred or kept on any tract for any purpose.
13. Enforcement of these covenants shall be proceeding at law or in equity against any person or persons violating or attempting to violate any covenant. Such action may be either one to restrain a violation or to recover damages.
14. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.
15. 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 25 years from the date of recording of these covenants, after which time said covenants shall automatically extended for successive period of 10 years, unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part.

Ivey A. Bolton, Jr.
Ivey A. Bolton, Jr.

Dallas Wayne Bunn
Dallas Wayne Bunn

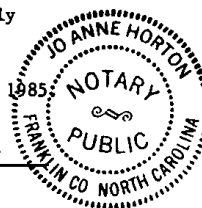
NORTH CAROLINA
FRANKLIN COUNTY

I, Jo Anne Horton, A Notary Public for said County and State, do hereby certify that Ivey A. Bolton, Jr. and Dallas Wayne Bunn personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 30th day of September 1985.

Jo Anne Horton
Notary Public

My commission expires 8-25-90



North Carolina, Franklin County
The foregoing certificate of JoAnne
Horton, a Notary Public is certified to
be correct. This the 30th day of
September, 1985.

Martha D. Shearin

Martha D. Shearin, Register of Deeds

NORTH CAROLINA
FRANKLIN COUNTY

Filed for Registration the 30th day of
September A.D. 19 85 at 11:30 A.M.
registered the 30th day of September
A.D. 1985 in Book 852 Page 424-426
Martha D. Shearin
MARTHA D. SHEARIN, REGISTER OF DEEDS
BY _____