

mail - Richard Whitaker  
2991 Providence Church Rd.  
Chapel, NC 27533

20.00

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS dated this 14  
day of May, 1996, by Richard Whitaker and wife,  
Faylene Whitehead Whitaker;

WITNESSETH:

The undersigned are all of the owners of Briaroak  
Subdivision Section 1 as recorded in Plat Book 44, Page 82,  
in the Randolph County Registry, hereinafter called  
"Property."

The Owners desire to subject the Property, and the lots  
located therein (the "Lots"), to the covenants, conditions,  
and restrictions, set forth below which are for the purpose  
of protecting the value and desirability of the Property and  
the Lots and to promote a uniform scene of development.

The Owners hereby declare that the Property shall be held,  
sold, and conveyed subject to the Covenants, Conditions, and  
Restrictions, set forth below.

ARTICLE 1: COVENANTS, CONDITIONS, AND RESTRICTIONS

(a) This property shall be for residential use only. All  
residences built thereon shall consist of at least five (5)  
rooms, plus one and one half (1.5) baths and shall have a  
minimum ground area of (1400) square feet of heated living  
area for a one-story dwelling, (1000) ground level square  
feet of heated living area for one and one-half and two-  
story dwellings, exclusive of breezeways, garages, carports,  
porches and Florida rooms. All residences shall in addition  
to the minimum heated living area have (250) square feet of  
area under roof, which may consist of porches, garages,  
carports or "Florida" rooms.

(b) All one-story dwellings must have a minimum of one (1)  
roof break in the plane of the roof on front elevation.  
Front of house being street side elevation.

(c) All construction plans for homes and other buildings  
upon the lots shall be submitted to the developer, his  
authorized agent for approving plans, or his personal  
representative or attorney-in-fact for approval in writing  
prior to beginning construction. This covenant shall expire  
five (5) years after the developer sells his last lot.

(d) No lot shall be re-subdivided, or its boundary lines  
changed except with written consent of the developers.  
However, the developers hereby expressly reserve the right  
to replat any two (2) or more lots shown on the plat of the  
subdivision, prior to delivery of deed in order to create a

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modified building lot or lots. The restrictions and covenants herein apply to each building lot so created.

(e) All residences shall be single family dwellings. No apartment houses or duplex homes shall be erected or licensed to exist on the property.

(f) All homes shall be stick built constructed on the site. No mobile homes, trailer homes, manufactured homes, pre-fab or modular homes shall be permitted on any lot in the subdivision. Temporary structures for storage of materials during construction will be allowed but such temporary structures shall not be used at any time as a dwelling place.

(g) No used lumber, second-hand material or unsightly material shall be used in any construction on the property nor placed or stored on property.

(h) All residences shall be constructed of permanent exterior materials. No concrete or aggregate blocks, either in buildings or walls, shall be used above finished ground elevation unless said blocks are covered with brick veneer or stone; no stucco or similar finishes will be permitted.

(i) Once construction of improvements is started on any lot, the improvements must be substantially completed within twelve (12) months from commencement, except for reasons beyond the control of the builder.

(j) All plumbing fixtures, dishwashers, garbage disposals, toilets or sewage disposal systems shall be connected to an underground septic tank system constructed by the lot owner and approved by the appropriate governmental authority, until such time as a public sewer system shall be maintained, at which time the grantee, his successors or assigns, agrees to connect said premises therewith without delay. No outside toilet shall be constructed or permitted on any lot except for a portable toilet for construction workers while construction is in progress.

(k) Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any cause or act of God must be rebuilt, or all debris removed and the lot restored to a slightly condition with reasonable promptness, however, that in no event shall such debris remain longer than six (6) months.

(l) No bill boards, sign boards, or unsightly objects of any kind shall be maintained on said lands in this subdivision or any part thereof, except that a single sign offering property for sale or rent may be placed on any such lot, provided that such sign is not more than 24 inches wide and 20 inches high or a sign of the same size may be placed

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on the lot indicating the name of the construction contractor.

(m) Every fuel storage tank shall be buried below the surface of the ground or screened by fencing or shrubbery so as not to be visible from the street. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be screened or so placed and kept as not to be visible from any street.

(n) Any outbuilding that may be constructed on any lot shall be constructed of the same material or equivalent material that will conform with the dwelling. Outbuildings shall be located on the rear portion of the lots, a minimum of fifty (50) feet behind primary residential dwelling.

(o) Any camping trailer or similar equipment used for the personal enjoyment of a resident shall at all times be parked to the rear of the dwelling or in carport-garage and shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned so as to be inconspicuous.

(p) Each lot owner shall provide ample parking spaces for three (3) automobiles off the street prior to the occupancy of any dwelling on said site. No vehicle shall be parked habitually and regularly on any street in the subdivision. Pick-up trucks or vans used in an occupant's business, shall be parked in such a manner as to not be offensive to the occupants of other lots or the users of any street; except, however, construction vehicles and equipment in use for the development and construction in the subdivision may be kept in the subdivision temporarily during development or construction.

(q) No noxious, offensive, or illegal activities shall be carried on any lot, nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(r) No poultry, swine, goats, or livestock shall be kept on or allowed to remain on property, and no poultry, swine or livestock houses or facilities shall be constructed on the property. All fencing used in the keeping of livestock and/or pets must be to the rear of residential dwelling and of good quality so as not to detract from subdivision.

(s) Dogs, such as Pit Bulls, Doberman Pincers, Chows, German Shepherds, or any other dog which could be considered dangerous shall not be allowed to run loose. No dogs shall be allowed to bark excessively so as to disturb other home owners.

(t) No stripped, partially wrecked, or junked motor vehicle, or part thereof, shall be permitted to be parked or kept on any lot or street. All vehicles must be licensed and in good operating order.

(u) In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the subdivision, fences are permitted on any lot for landscaping purposes if they contribute to and are in keeping with the character and environment of the area or are used for household pets.

(v) No building or structure designed or intended for any purpose connected with any trade, business, or profession shall be permitted upon any lots unless used exclusively for storage.

(w) Satellite equipment for the reception of television or radio shall be permitted on the lot herein conveyed, but must be located to the rear of the residence.

(x) On each lot, the right-of-way and easement areas reserved by the developer or dedicated for public purposes shall be maintained continuously by the lot owner, but no structure, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities.

(y) No grade structure (except fences or walls) may be constructed or placed on any lot unless such structure is not less than:

(1) Seventy-five (75) feet from the front of any platted lot, unless otherwise specified on recorded plat.

(2) Fifteen (15) feet from each lot side line.

(3) Twenty-five (25) feet from the rear of each lot line.

(4) Notwithstanding the foregoing, all placement of structures must conform to the Randolph County Planning and Zoning Department for local zoning requirements.

Developer reserves the right to allow reasonable variances in set backs on an individual lot basis if the installation of septic system so requires.

(z) The property within the subdivision is hereby proclaimed a bird and wildlife sanctuary and hunting of any birds and wildlife is hereby prohibited.

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ARTICLE 2: SEVERABILITY

Every one of the Restrictions is hereby declared to be independent of, and severable from the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, such holding shall be without effect upon the validity, enforceability, or "running" quality of the remainder of such Restrictions.

ARTICLE 3: EASEMENTS

A. The Developer reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, the following easements and/or rights-of-way:

(1) Such easements and rights-of-way over each lot (not exceeding 15 feet in width) as the Developer may deem necessary for the use and maintenance of storm and sanitary sewers and the installation of electric power and other utility services in the subdivision; provided, however, that such easements or rights-of-way shall not interfere with the proper location and use of dwellings constructed on the premises charged with such easement.

(2) The right to trim, cut and remove any trees and brush wherever necessary for the installation, operation, and maintenance of utility services for the convenience of the property owners in the Subdivision.

(3) Developer reserves the right to grade on Lots 7 and 8 for purposes of building a future street to other lots on the shown easement dedicated for the street plus an additional \_\_\_ feet onto each lot.

B. The Developer reserves for itself, its successors or assigns an exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined above.

C. On each lot, the rights-of-way and easement areas reserved by the Developer or dedicated for public utilities purposes shall be maintained continuously by the lot owner, but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities; which may change the direction of flow of drainage channels in the easement; which may obstruct or retard the flow of water through drainage

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channels in the easement, or interfere with established slope ratios; or which create erosion or sliding problems, provided, however, that the existing location of a drainage channel may be relocated, provided such relocation does not cause an encroachment on any other lot in the subdivision. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility is responsible.

D. Every lot in the subdivision, if any, that lies contiguous to a stream shall be subject to a flowage or utility easement as designated on the property map.

ARTICLE 4: GRANTEE'S ACCEPTANCE

A. The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of the Developer; and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Developer, and to and with the grantees and subsequent owners of each of the lots within the Subdivision, to keep, observe, comply with and perform the covenants of these Restrictions and agreements. Enforcement of these covenants will be by injunction brought by any owner of any of the lots in the completed subdivision.

B. Each such grantee also agrees, by such acceptance, to assume as against the Developer, its successors or assigns, all the risks and hazards of ownership of occupancy attendant to such lot, including but not limited to its proximity to any recreational facility.

C. Each such grantee agrees to complete the underground secondary electrical service to their respective residences.

ARTICLE 5: TERM

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.

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IN WITNESS WHEREOF, the undersigned execute this instrument with their hands and seals the year and date first above written.

Richard Whitaker (SEAL)  
Richard Whitaker

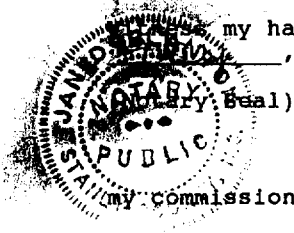
Faylene Whitehead Whitaker (SEAL)  
Faylene Whitehead Whitaker

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North Carolina  
Stanly County

I, a notary public of the county and state aforesaid hereby certify that Richard Whitaker and Faylene Whitehead Whitaker, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witnessed by my hand and notarial seal this the 14 day of \_\_\_\_\_, 1996.



Jan D. Blanton  
Notary Public

my commission expires: 3-19-2000

NORTH CAROLINA — Randolph County  
The foregoing certificate(s) of Jan D. Blanton, N.P.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1455  
Page 1088, This 14 day of May, 1996 at 2:58 o'clock P M.

By Jan Shaw Register of Deeds  
Jan Shaw Register of Deeds