

RECORDED
and
VERIFIED
RCS

STATE OF NORTH CAROLINA
COUNTY OF UNION

BOOK 402 PAGE 080

RESTRICTIVE COVENANTS

WHEREAS, Ronald W. Laney and wife, Linda S. Laney of Union County, North Carolina, are the owners of certain tracts of land located in Union County, North Carolina, as shown on a plat thereof recorded in the Office of the Register of Deeds of Union County, North Carolina, in Plat Cabinet B, File No. 216-B

AND WHEREAS, Ronald W. Laney and wife, Linda L. Laney, as the owners of said tracts of land as shown on said plat, now desire for the use of themselves, their successors and assigns, and future grantees to place and impose certain protective covenants and restrictions on lots

1 - 5 shown in that subdivision known as Briarcliff Subdivision, Phase 1, as shown in Plat Cabinet B, File No. 216-B Union County Register of Deeds.

NOW, THEREFORE, in consideration of the premises herein, Ronald W. Laney and wife, Linda L. Laney, for themselves, their successors, assigns and future grantees, do hereby place, and impose upon all of said tracts the following restrictions:

1. Each tract shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any tract other than one detached, single-family dwelling together with outbuildings customarily incidental to the residential use of each tract.
2. No single-family dwelling, one-story in height, shall be erected and maintained on any of said tracts with the heated living area of less than 1,400 square feet. Any one and one-half story dwelling, two-story dwelling or tri-level or split level type dwelling erected or maintained on any of said tracts shall have enclosed heated living area of the main structure, exclusive of open porches, garages, and other heated spaces of not less than 1,400 square feet. Any multi-level, or multi-story dwelling must have a minimum of 800 square feet of heated living area at the ground level.
3. Carports or garages and any outbuildings qualifying under Paragraph 1 above are to be constructed in substantial conformity with the construction of the residence, and have an exterior of similar construction to the exterior of the principal single-family dwelling on said tract.
4. 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 on a tract and remodeling or converting same into a dwelling unit in this subdivision. No structure placed on any tract shall have an exterior of either block or cement block.
5. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. 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 temporary or permanently.
6. No mobile homes or mobile home parts shall be allowed or maintained upon any of said tracts. No animals, live stock, or poultry of any kind shall be raised, bred or kept on any lot save and except dogs, cats or other household pets which may be kept provided they are not kept, bred, or maintained for any commercial purposes.
7. 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 materials shall be kept in a clean and sanitary condition.

8. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than two square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. No subdivision of any lots will be permitted without the prior written consent of Ronald W. Laney and wife, Linda L. Laney.

10. No unlicensed or permanently inoperable vehicle, car, or parts thereof, or any items deemed unattractive or inappropriate to the general appearance of the neighborhood shall be located upon any premise within the subdivision.

11. No freestanding antenna or satellite dish shall be permitted in the front or side yard on any lot.

12. No residence, building, fence, wall, outbuilding or other accessory feature to the dwelling structure shall be erected, placed or altered on any lot until the construction plans and specifications showing the location of the proposed construction on the lot have been approved in writing by Ronald W. Laney and wife, Linda L. Laney. Ronald W. Laney and wife, Linda L. Laney shall have fifteen (15) days after receipt of the plot plan and the plans and specifications for the proposed construction to accept or reject the same in whole or in part, and if Ronald W. Laney and wife, Linda L. Laney fails to accept or reject the same within said fifteen (15) days, then the plans and specifications and plot plan shall be deemed to be approved. After permission for approved construction plans and specifications and plot plan shall be the responsibility of the owner. Any permission granted by Ronald W. Laney and wife, Linda L. Laney for construction pursuant to this covenant shall not constitute or be construed as an approval by Ronald W. Laney and wife, Linda L. Laney of the structural stability, design, or quality of any building.

13. (a) Ronald W. Laney and wife, Linda L. Laney, reserve an easement in and right at any time in the future, to grant a ten (10') foot right of way over, under and along the line of each lot for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities, including water, sanitary sewage service and storm water drainage facilities.

(b) Ronald W. Laney and wife, Linda L. Laney, also reserve an easement in and right at any time in the future to grant a five (5') foot right of way over, under and along the side lines of each lot for the same uses and purposes set forth in Paragraph 13(a) above.

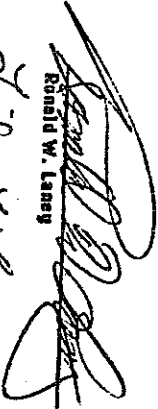
(c) Ronald W. Laney and wife, Linda L. Laney reserve an easement in and right at any time in the future to grant a five (5') foot right of way over, under and along the property line abutting on street right of way expressly for highway purposes.

14. Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person, or persons violating, or attempting to violate any covenants, either to restrain violation or to recover damages.

15. Invalidation of any one or more of these covenants by judgment or by court shall not adversely affect the balance of the said covenants, which shall remain in force and in effect.

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be 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.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed in their names, this the 13th day of February, 1986.


Ronald W. Laney (SEAL)


Linda L. Laney (SEAL)

State of North Carolina
County of Union

I, Glorie B. Taylor, a Notary Public, do hereby certify that Ronald W. Laney and wife, Linda L. Laney, personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 11th day of February, 1986.

Glorie B. Taylor (SEAL)
Notary Public

My commission expires: 11/1/90



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

Glorie B. Taylor, Notary (Notarless)

Public of Union County, State of NC is (are) certified to be correct. Filed for record this the 31 day of March 1986 at 1:05 o'clock P. M. in Book 402 Page 82.

Mary B. Carriker-Register of Deeds
By: Gladys Clemons Deputy

STATE OF NORTH CAROLINA

BOOK 469 PAGE 703

COUNTY OF UNION

FILED for record
Date 8-26-90

Time 10:05 A.M.
of Book 469
Page 703
THOMAS L. PLYLER, Register of Deeds
Union County, Lenoir, North Carolina

RECORDED
and
VERIFIED
2/1/98

RESTRICTIVE COVENANTS

WHEREAS, the undersigned, all of Union County, North Carolina, are the owners of certain real estate, known as Lots Numbers Twenty-Five through Fifty-Three of Briarcliff Subdivision, Section III, which are located in Union County, North Carolina, and shown on that plat thereof recorded in the Office of the Register of Deeds of Union County, North Carolina, in Plat Cabinet C, File No. 117.

AND WHEREAS, the undersigned, as the owners of said real estate as shown on said plat, now desire for the use of themselves, their successors and assigns, and future grantees to place and impose certain protective covenants and restrictions on each of those lots identified as all of those lots (Numbers Twenty Five through Fifty Three) shown in that subdivision known as Briarcliff Subdivision, Section III as shown in Plat Cabinet C, File 117, Union County Register of Deeds.

NOW, THEREFORE, in consideration of the premises herein, the undersigned, for themselves, their successors, assigns and future grantees, do hereby place, and impose upon all of the aforesaid lots of Briarcliff Subdivision, Section III the following restrictions:

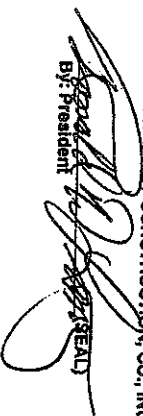
1. These restrictive covenants shall hereafter apply to all presently subdivided lots, and, upon any further subdivision, shall hereafter apply to each such subdivided lot. The subject property may not be subdivided hereafter unless such subdivision shall be with the consent of the undersigned owners.
2. Each tract shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any tract other than one detached, single-family dwelling together with outbuildings customarily incidental to the residential use of each tract.
3. No single-family dwelling, one-story in height, shall be erected and maintained on any of said tracts with the heated living area of less than 1,800 square feet. Any one and one-half story dwelling, two-story dwelling or tri-level or split level type dwelling erected or maintained on any of said tracts shall have enclosed heated living area of the main structure, exclusive of open porches, garages, and other heated spaces of not less than 1,800 square feet. Any multi-level, or multi-story dwelling must have a minimum of 300 square feet of heated living area at the ground level. All residences constructed on lots within this subdivision shall contain a garage. The garage must be constructed within ten feet of the principal residence. The garage shall be large enough to contain two automobiles. The garage to be constructed must open to the rear or side of the property, if it does not contain an electric garage door. If an electric garage door is provided the garage may open to the front of the property.
4. Garages and any outbuildings qualifying under Paragraph 1 above are to be constructed in substantial conformity with the construction of the residence, and have an exterior of similar construction to the exterior of the principal single-family dwelling on said tract.
5. 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 on a tract and remodeling or converting same into a dwelling unit in this subdivision. No structure placed on any tract shall have an exterior of either block or cement block.
6. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. 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 temporary or permanently.
7. No mobile homes or mobile home parks shall be allowed or maintained upon any of said tracts. No animals, live stock, or poultry of any kind shall be raised, bred or kept on any lot save and except dogs, cats or other household pets which may be kept, provided they are not kept, bred, or maintained for any commercial purposes. No more than one dog or cat or other household pet may be kept on the property, unless a fenced-in area is provided for same.


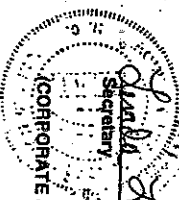
8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
9. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than two square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
10. No further subdivision of any lots will be permitted without the prior written consent of the undersigned.
11. No unlicensed or permanently inoperable vehicle, car, or parts thereof, or any items deemed unattractive or inappropriate to the general appearance of the neighborhood shall be located upon any premise within the subdivision.
12. No freestanding antenna or satellite dish shall be permitted in the front or side yard.
13. No residence, building, fence, wall, outbuilding or other accessory feature to the dwelling structure shall be erected, placed or altered on any lot until the construction plans and specifications showing the location of the proposed construction on the lot have been approved in writing by one of the undersigned. The undersigned shall have fifteen (15) days after receipt of the plot plan and the plans and specifications for the proposed construction to accept or reject the same in whole or in part, and if the undersigned fails to accept or reject the same within said fifteen (15) days, then the plans and specifications shall be deemed to be approved. After permission for construction is granted by the undersigned, compliance with the approved construction plans and specifications and plot plan shall be the responsibility of the owner. Any permission granted by the undersigned for construction pursuant to this covenant shall not constitute or be construed as an approval by the undersigned of the structural stability, design, or quality of any building.
14. (a) The undersigned reserve an easement in and right at any time in the future, to grant a ten (10) foot right of way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities, including water, sanitary sewage service and storm water drainage facilities.
(b) The undersigned also reserve an easement in and right at any time in the future to grant a five (5) foot right of way over, under and along the side lines of each lot for the same uses and purposes set forth in Paragraph 14(a) above.
(c) The undersigned reserve an easement in and right at any time in the future to grant a five (5) foot right of way over, under and along the property line abutting on street right of way expressly for highway purposes.
15. No above ground swimming pool is permitted on any lot.
16. Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person, or persons violating, or attempting to violate any covenants, either to restrain violation or to recover damages.
17. Invalidation of any one or more of these covenants by judgment or by court shall not adversely affect the balance of the said covenants, which shall remain in force and in effect.
18. 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.


19. IT IS EXPRESSLY UNDERSTOOD THAT LOTS 33 AND 34 OF BRIARCLIFF SUBDIVISION, SECTION II, MAY BE USED AND DEVELOPED FOR A SWIM CLUB, TENNIS COURTS, AND/OR RECREATIONAL AREA AND IF SO DEVELOPED SHALL NOT BE SUBJECT TO THESE RESTRICTIONS.

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be 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.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed their names, this the 31st day of January, 1990.

RONNIE LANEY CONSTRUCTION, CO., INC.
By:  (SEAL)
President

Attest:
 (SEAL)
Secretary

(CORPORATE SEAL)

 (SEAL)

 (SEAL)

 (SEAL)

 (SEAL)

 (SEAL)

 (SEAL)

____ (SEAL)

____ (SEAL)

____ (SEAL)

BOOK 469 PAGE 706

(SEAL)

(SEAL)

Laura B. Taylor
WITNESS (SEAL)

State of North Carolina
County of Union

I, Gloria B. Taylor, a Notary Public of said county do hereby certify that Linda L. Laney personally appeared before me this day and acknowledged that she is the Secretary of Romie Laney Construction Co., Inc. a North Carolina Corporation, and the foregoing instrument was signed by its President, and attested by her as the Secretary of the Corporation, the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 31st day of January, 1990.

My commission expires: 11/1/90

Gloria B. Taylor
Notary Public (SEAL)

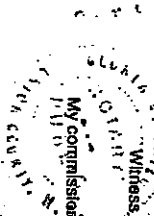
State of North Carolina
County of Union

I, Gloria B. Taylor, Notary Public of Union County, North Carolina, certify that Kenneth R. Austin personally appeared before me this day and being duly sworn, stated that in his presence Ralph J. Hasty, Jr., and wife, Debra T. Hasty, Donald K. Russell and wife, Amy E. Russell and Dillon B. Mullis and wife, Margaret B. Mullis signed the foregoing instrument and acknowledged the execution thereof.

Witness my hand and notarial seal, this 2nd day of February, 1990.

My commission expires: 11/1/90

Gloria B. Taylor
Notary Public (SEAL)



NORTH CAROLINA - Union County *Union Co., N.C.*
The foregoing certificate(s) of *Gloria B. Taylor*
Notary Public of *Union Co., N.C.*

(was) certified to be correct. This instrument was prepared for registration and recorded in this office at Book 469 Page 706
This 26 day of February, 19 90 at W. 85 o'clock A. M.

ONELL L. FLYLER, REGISTER OF DEEDS
By: *Gloria B. Taylor*
Notary/Deputy

STATE OF NORTH CAROLINA
COUNTY OF UNION

L. K. Fisher
LKF



RESTRICTIVE COVENANTS

WHEREAS, Rommie Laney Construction Co., Inc. of Union County, North Carolina, are the owners of certain real estate, known as Briarcliff Subdivision, Section III, which is located in Union County, North Carolina, and shown on that plat thereof recorded in the office of the Register of Deeds of Union County, North Carolina, in Plat Cabinet C, File No. 117.

AND WHEREAS, the undersigned, as the owners of said real estate as shown on said plat, now desire for the use of themselves, their successors and assigns, and future grantees to place and impose certain protective covenants and restrictions on each of those lots identified as all of those lots (Numbers Twenty Five through Fifty Three) shown in that subdivision known as Briarcliff Subdivision, Section III as shown in Plat Cabinet C, File 117, Union County Register of Deeds.

NOW, THEREFORE, in consideration of the premises herein, the undersigned, for themselves, their successors, assigns and future grantees, do hereby place, and impose upon all of the aforesaid lots of Briarcliff Subdivision, Section III the following restrictions:

1. These restrictive covenants shall hereafter apply to all presently subdivided lots, and, upon any further subdivision, shall thereafter apply to each such subdivided lot. The subject property may not be subdivided hereafter, unless such subdivision shall be with the consent of the undersigned owners.
2. Each tract shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any tract other than one detached, single-family dwelling together with outbuildings customarily incidental to the residential use of each tract.
3. No single-family dwelling, one-story in height, shall be erected and maintained on any of said tracts with the heated living area of less than 1,800 square feet. Any one and one-half story dwelling, two-story dwelling or tri-level or split level type dwelling erected or maintained on any of said tracts shall have enclosed heated living area of the main structure, exclusive of open porches, garages, and other heated spaces of not less than 1,800 square feet. Any multi-level, or multi-story dwelling must have a minimum of 1,000 square feet of heated living area at the ground level. All residences constructed on lots within this subdivision shall contain a garage. The garage must be constructed within ten feet of the principal residence. The garage shall be large enough to contain two automobiles. The garage to be constructed must open to the rear or side of the property, if it does not contain a garage door. If a garage door is provided the garage may open to the front of the property.
4. Garages and any outbuildings qualifying under Paragraph 1 above are to be constructed in substantial conformity with the construction of the residence, and have an exterior of similar construction to the exterior of the principal single-family dwelling on said tract.
5. 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 on a tract and remodeling or converting same into a dwelling unit in this subdivision. No structure placed on any tract shall have an exterior of either block or cement block.
6. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. 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 temporary or permanently.
7. No mobile homes or mobile home parks shall be allowed or maintained upon any of said tracts. No animals, live stock, or poultry of any kind shall be raised, bred or kept on any lot save and except dogs, cats or other household pets which may be kept provided they are not kept, bred, or maintained for any commercial purposes. No more than one dog or cat or other household pet may be kept on the property, unless a fenced-in area is provided for same.

8. 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 materials shall be kept in a clean and sanitary condition.

9. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than two square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. No further subdivision of any lots will be permitted without the prior written consent of the undersigned.

11. No unlicensed or permanently inoperable vehicle, car, or parts thereof, or any items deemed unattractive or inappropriate to the general appearance of the neighborhood shall be located upon any premise within the subdivision.

12. No freestanding antenna or satellite dish shall be permitted in the front or side yard.

13. No residence, building, fence, wall, outbuilding or other accessory feature to the dwelling structure shall be erected, placed or altered on any lot until the construction plans and specifications showing the location of the proposed construction on the lot have been approved in writing by one of the undersigned. The undersigned shall have fifteen (15) days after receipt of the plot plan and the plans and specifications for the proposed construction to accept or reject the same in whole or in part, and if the undersigned fails to accept or reject the same within said fifteen (15) days, then the plans and specifications and plot plan shall be deemed to be approved. After permission for construction is granted by the undersigned, compliance with the approved construction plans and specifications and plot plan shall be the responsibility of the owner. Any permission granted by the undersigned for construction pursuant to this covenant shall not constitute or be construed as an approval by the undersigned of the structural stability, design, or quality of any building.

14. (a) The undersigned reserve an easement in and right at any time in the future, to grant a ten (10') foot right of way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities, including water, sanitary sewage service and storm water drainage facilities.

(b) The undersigned also reserve an easement in and right at any time in the future to grant a five (5') foot right of way over, under and along the side lines of each lot for the same uses and purposes set forth in Paragraph 14(e) above.

(c) The undersigned reserve an easement in and right at any time in the future to grant a five (5') foot right of way over, under and along the property line abutting on street right of way expressly for highway purposes.

15. No above ground swimming pool is permitted on any lot.

16. Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person, or persons violating, or attempting to violate any covenants, either to restrain violation or to recover damages.

17. Invalidation of any one or more of these covenants by judgment, or by court shall not adversely affect the balance of the said covenants, which shall remain in force and in effect.

18. 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.

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be 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.

IN WITNESS WHEREOF the undersigned have caused these presents to be signed and sealed their names, this the 25th day of February, 1989.

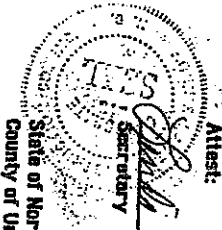
RONNIE LANEY CONSTRUCTION, CO., INC.

[Signature]
By: President

Attest:

Secretary

[Signature]



State of North Carolina
County of Union

I, Glorile B. Taylor, a Notary Public of said county do hereby certify that Linda L. Laney personally appeared before me this day and acknowledged that she is the Secretary of Ronnie Laney Construction Co., Inc. a North Carolina Corporation, and the foregoing instrument was signed by its President, and attested by her as the Secretary of the Corporation, the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 25th day of February, 1989.

[Signature]
Notary Public



My commission expires: 11/1/90

NORTH CAROLINA - Union County
The foregoing certificate(s) of Glorile B. Taylor

Notary Public of North Carolina

[Signature]

is (was) certified to be correct. This instrument was presented for registration and recorded in this office at Book 450 Page 201
this 15 day of February, 19 89 at 12:03 o'clock P.M.

ONNELL L. KYLER, REGISTER OF DEEDS

By: *[Signature]*
Assistant/Deputy