

NORTH CAROLINA

CUMBERLAND COUNTY

RESTRICTIVE COVENANTS

THIS AGREEMENT, made this 16th day of April, 1984, by and between D.W. GORE, INC., a North Carolina Corporation with its principal office in Fayetteville, Cumberland County, North Carolina, (hereinafter referred to as "party of the first part"), and all owners and future owners of all numbered lots 1 thru 16 in Briarcliff I, as per plat thereof in Map Book 55, Page 17, Cumberland County Registry, (hereinafter referred to as "parties of the second part").

W I T N E S S E T H :

WHEREAS, the party of the first part is the owner of all numbered lots 1 thru 16 within the subdivision designated as Briarcliff I, a map of which appears in the Office of the Register of Deeds of Cumberland County, North Carolina, in Map Book 55, Page 17; and

WHEREAS, the party of the first part desires to impress certain restrictive covenants upon said numbered lots 1 thru 16 as they are contained in said subdivision.

NOW, THEREFORE, in order to accomplish said restrictive covenants and in consideration of the mutual benefits to the parties hereto, the party of the first part covenants and agrees that all numbered lots 1 thru 16 within the subdivision designated as Briarcliff I, in Map Book 55, Page 17, of the Cumberland County Registry, are subject to and there is hereby imposed upon said "lots" the following restrictive covenants to run with the land:

RESTRICTIVE COVENANTS

1. Said "lots 1 thru 16" shall be used for residential purposes only and shall not be used for any business or commercial purposes.
2. Said "lots 1 thru 16" in the said "Briarcliff I Subdivision" shall be residential lots, and no structure shall be erected, altered, placed or permitted to remain on any of said lots except one altered, placed or permitted to remain on any of said lots except one detached single family dwelling of not more than two and one-half stories in height, a private garage for not more than three cars and other outbuildings in the rear of the dwelling house which may be incidental to normal residential use in subdivisions of similar category.
3. No dwelling shall be erected or allowed to remain on any of the said "lots" which shall have a market value at time of erection of less than Twenty Five Thousand (\$25,000.00) Dollars or contain a heated area, living space of less than nine hundred (900) square feet, or of which not less than five hundred (500) square feet shall be on the first or ground floor. Heated-area living space shall mean the ordinary living space in a house which is designed and constructed so as to be capable of being heated for regular living use in cold weather. In the computation of floor space, furnace room areas, garages, carports, and porches shall not be counted.
4. The building line of any dwelling house, or the buildings appurtenant thereto, constructed on any of said "lots" shall not be less than thirty (30) feet from the street line of which the dwelling house fronts; and not less than ten (10) feet from either side line; and not less than twenty (20) feet from the street line of a side street if the property is on a corner.
5. The side-line restriction above shall not apply to detached garages located within the rear one-fourth of the property. The building line of such detached garages shall not be less than three (3) feet from a side-line and not less than three (3) feet from the rear line. On corner lots,

such detached garages must be located upon the rear interior one-quarter (1/4) of said corner "lot", or be subject to the side-line restrictions as set forth in Paragraph 4.

6. Easements for drainage and for drainage swales, and for installation and maintenance of drainage facilities, including pipelines, are reserved as shown on the recorded plat; and, additionally, ten (10) foot easements for all of such purposes are reserved along all interior "lot" lines, such ten (10) foot easements being five (5) feet on each side on each interior "lot" line of each of the aforesaid "lots 1 thru 16" in said Briarcliff I Subdivision, provided that if D.W. Gore, Inc., at the time of the initial conveyance of any lot or lots of said subdivision shall change the size or shape of any building lot by adding a strip of land to be a "lot" or by deleting a strip of land from a "lot", that the ten (10) foot easement herein reserved shall be five (5) feet on each side of the interior lot line of the lot as initially conveyed by D.W. Gore, Inc. Easements for installation and maintenance of utilities are reserved over the rear five (5) feet of each "lot". All areas indicated as streets and easements on said plat are hereby dedicated to public use for such uses forever.

7. No construction may be constructed with an exterior wall finish of material of concrete or cinder block type construction or shall be finished in asbestos siding shingles.

8. No chain link or solid panel fences shall be erected or maintained beyond the front corner of any house, but ornamental fences not to exceed three (3) feet in height may be.

9. No animals or poultry of any kind, except common pets, may be kept on the premises; no trailers, tents, shacks or other temporary structures may, at any time, be used as a residence; neither shall any use be made of the premises that would be offensive or obnoxious to the neighboring inhabitants. Any structures or tents placed upon any of the aforesaid "lots" for the use by children for play shall be placed upon the ground level of the property; no platform, structure, or any tent of any kind or manner designed for the use of children in play shall be placed or constructed in any tree upon the property or otherwise elevated to a height above the ground of more than two (2) feet.

10. No automobile or motor vehicle may be dismantled or repaired on said property; and no mechanically defective automobile, motor vehicle, mechanical machine or machinery shall be placed or allowed to remain on said property for over thirty (30) days.

11. D.W. Gore, Inc., as the developer, reserves the right to subject to the real property in this Subdivision to a contract with Carolina Power & Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power & Light Company by the owner of each building.

12. It is understood and agreed that these restrictions are made for the mutual benefit of the grantors and grantees and any and all subsequent grantees, and all parties shall be deemed to have a vested interest in these restrictions and the right to enforce same.

13. It is also understood and agreed, and the grantees and all subsequent grantees, expressly agree by the acceptance of the land within the above restricted area, that any or all of the above restrictive covenants save and except Covenants Nos. 11, 14, 15, and 16 may be released, changed, modified or amended by a majority vote of the property owners; owners shall have one vote for each lot owned.

14. D.W. Gore, Inc., and its successors in title, may devote any lot or portion thereof, not already sold, for any construction and uses which it, in its discretion, deems necessary in order to provide the Subdivision with utilities.

15. Lot Nos. 3 and 6 are subject to common easements for ingress, egress and regress, and lots 2, 4, 5, and 7 are subject to an agreement for the joint maintenance of common driveways as set forth in a certain "Easement and Common Drive-way Agreement" executed by D.W. Gore, Inc., as developer, and which are recorded in the Office of the Register of Deeds of Cumberland County, North Carolina.

16. The invalidation of any one or more of any part of any one or more of the covenants and conditions set forth herein shall not affect or invalidate the remaining covenants or portions thereof.

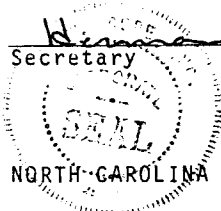
IN WITNESS WHEREOF, D.W. Gore, Inc., has caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all the day and year first above written.

ATTEST:

D.W. GORE, INC.

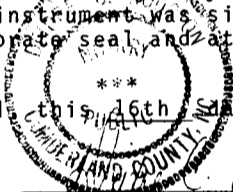
Herman W. Hays
Secretary

By: [Signature]
President


NORTH CAROLINA
CUMBERLAND COUNTY

I, DEIDRE C. HOUSTON, a Notary Public of said County and State do hereby certify that HERMAN W. HAYS, personally appeared before me this day and acknowledged that he is Secretary of D.W. GORE, INC., a North Carolina Corporation, 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 its Secretary.

WITNESS, my hand and notarial seal, this 16th day of April, 1984.


[Signature]
NOTARY PUBLIC

My Commission Expires:

7-24-88

NORTH CAROLINA, CUMBERLAND COUNTY
The foregoing or annexed certificate of DEIDRE C. HOUSTON

Notary Public/Notary Public is/are certified to be correct.

This instrument was presented for registration and recorded in this Office at Book 2989, Page 1
This 17th day of April, 19 84 at 4:40 O'clock P M

Marion Clark
Register of Deeds

By: [Signature]
Deputy Register of Deeds