

Prepared by: Walter B. Cates, Esquire  
NORTH CAROLINA  
PERSON COUNTY

FILED in PERSON County, NC  
on Apr 20 2000 at 09:50:48 AM  
by: AMANDA H. GARRETT  
REGISTER OF DEEDS  
BOOK 305 PAGE 300

RESTRICTIVE COVENANTS  
AND  
ROAD MAINTENANCE AGREEMENT  
RIVEROAKS PHASE II

This Declaration and Agreement made and entered into this the 17<sup>th</sup> day of April, 2000, by and between Jimmy C. Lewis and wife, Portia D. Lewis, hereinafter referred to as "DECLARANT" and Steven D. Green; C. Blair Miller, Jr., and wife, Rhonda K. Miller, Owners of Lots 8, 9, and 13, and ALL SUCCESSORS IN TITLE and their respective heirs and assigns of lots included within the lands hereinafter described, hereinafter referred to as "purchasers";

WITNESSETH:

WHEREAS, the DECLARANT intends to convey Lots Numbered 1 through 7, 10 through 12, and 14 through 27, hereinafter referred to, by deeds referring to restrictive covenants contained in this declaration and agreement and to subject the lands hereinafter described to such restrictive covenants for the benefit of each of the present or future owners of the aforesaid lands; AND WHEREAS, Steven D. Green; C. Blair Miller, Jr., and wife, Rhonda K. Miller, are owners of Lots Numbered 8, 9, and 13 of the Riveroaks Subdivision Phase II, and the said individuals desire that their lands be subject also to the Restrictions set forth hereinafter by the DECLARANT.

NOW, THEREFORE, the DECLARANT, as well as other parties to this Agreement, agree that all lots comprising the lands hereinafter referred to shall be sold subject to the restrictive covenants hereinafter set out, and all grantees of the said lots agree to be bound by the covenants herein contained.

The purchaser or owner of any lot in the lands hereinafter described, for himself, herself, or itself, and for his, her, or its successors in interest agrees to the following restrictive covenants:

ARTICLE I

The land to which these covenants shall apply is described as follows:

Lying and being in Flat River Township, Person County, North Carolina, and being all of what are shown and designated as Lots 1 through 27 and that land designated as "community area" or roadways inclusive on that plat of survey made by Neal C. Hamlett, R.L.S. #2465, dated October, 1999, entitled "PLAT OF SURVEY RIVEROAKS PHASE II, MAP 1" recorded in Plat Cabinet 11, at Hanger 86-H, Person County Registry, and on plat entitled "PLAT OF SURVEY RIVEROAKS PHASE II, MAP 2," recorded in Plat Cabinet 11, Hanger 86-I, Person Registry; said plats being hereby specifically incorporated by reference.

ARTICLE II

The real property in Article I hereof is subject to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of

their property; to guard against the erection hereon of poorly designed or proportioned structures, and structures built of improper or suitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate location thereof on lots; to prevent haphazard and inharmonious improvements of lots; to secure and maintain proper setbacks from street, and adequate free spaces between structures, and in general to provide adequately for a high type of quality of improvement in said property, and thereby enhance the values of investments made by purchasers of lots therein.

#### ARTICLE III

(a) No lot shall be used except for residential and related purposes. All dwellings shall be owner occupied save for those rentals approved by DECLARANT in writing in advance. Nothing contained herein shall be deemed to prohibit the use of a lot or lots for the purpose of providing residential utility services to and for other lots.

(b) No dwelling shall be allowed, erected, or permitted to remain on the subject property unless said dwelling shall contain at least 1,600 square feet of heated, finished living space, excluding garages, carports, basements, storage areas, and porches. No dwelling, outbuilding, or other structure shall exceed two and one-half stories in height exclusive of any basement area. No mobile home, modular home, tent, shack, double-wide trailer, or manufactured home within the meaning of Section 143-143.9(6) of the General Statutes of North Carolina shall be erected, placed, or permitted to remain on the above-described property without regard to whether it is placed on permanent foundation.

(c) The exterior of all building foundations shall be finished with brick, stone, or stucco; no unfinished concrete block foundations shall be permitted. All roofs shall be covered with asphalt-type shingles or slate; no tin or aluminum roof coverings shall be allowed. All exterior siding shall be brick, rock, finished wood, painted hardboard, or vinyl; but preferably brick.

(d) All residential houses shall be served by separate wells and septic systems. All such wells and septic systems shall be constructed and maintained in full compliance with the applicable regulations and laws governing private wells and septic systems.

#### ARTICLE IV

No portion of the properties (except for temporary office of the DECLARANT and/or model homes used by DECLARANT) shall be used except for residential purposes incidental or accessory thereto.

#### ARTICLE V

The DECLARANT reserves the right to utilize all roadways located on the above-referenced plats for future development, including lands that may be purchased by the DECLARANT, his successors, and assigns in the future.

#### ARTICLE VI

No home or other structure shall be erected, placed, or altered on any lot until the construction plans and specifications and plan showing the location of the structure

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have been filed with and approved in writing in advance by the DECLARANT or his assigns as to quality of workmanship, building materials, exterior colors, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot unless similarly approved. All building setback lines shall conform to local zoning ordinances. In addition, no buildings shall be located within fifty (50) feet of the right-of-way of the development roads, unless this requirement is waived by the DECLARANT; however, this setback requirement shall not apply to Lots 8 and 9 of the property described in Article I of these Covenants.

ARTICLE VII

No oil drum, outside propane tank, above ground swimming pools, window air-conditioners, ham radio or T. V. towers, discs or antennas may be used on any lot without the written consent of the DECLARANT or his assigns.

ARTICLE VIII

All work to be performed within the subdivision must be done by a competent and reputable contractor, which contractor must be approved in writing in advance by the DECLARANT.

ARTICLE IX

No farm animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Dogs, cats, or other household pets may be kept, up to a maximum of two, provided: (1) They are not kept, bred, or maintained for any commercial purposes; (2) When outside of the homes, each pet shall be restrained by leash being held by pet owner; (3) No pet shall show any sign of being ferocious; (4) No pet shall be allowed to become a nuisance by barking or otherwise disturbing the neighbors. Pens or other structures may be used with DECLARANT'S or his assigns written permission.

ARTICLE X

No sign of any kind, other than those owned or used by DECLARANT or his assigns shall be displayed to the public view on any lot except one sign of not more than (4) square feet advertising the property for sale.

ARTICLE XI

No outbuilding, driveway, clothesline, mailbox, lamppost, trash receptacle, porch, or deck shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure are filed with and approved in writing in advance by the DECLARANT or his assigns.

ARTICLE XII

No garbage or trash shall be burned on any lot and no lot shall be used or maintained as a dumping station for rubbish. All garbage, trash, or other refuse shall be kept in clean and covered receptacles located either in the rear of said homes or in a building, cabana, or other enclosed structure, so that the contents thereof shall not be visible from the street. It shall be the duty of all lots owners to see that their garbage, trash, and other refuse is systematically and weekly collected by a refuse collector.

ARTICLE XIII

No noxious, offensive, immoral, or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residences of the subdivision or to the general public.

ARTICLE XIV

The buyer or purchaser of each lot, whether it shall be occupied or not, shall keep the lot mowed regularly, and weeds cut regularly, and clear of any unsightly objects, and in the event that the buyer or purchaser of any lot within the said subdivision breaches the restriction, the DECLARANT or his assigns reserve the right to enter upon the said lot and mow the grass, clean up the lot, and remove unsightly structures and objects, and the owner of said lot shall be liable to the DECLARANT or his assigns for the payment of said costs plus interest. Further, when clearing and grading for a residence, only those trees necessary for the construction of a driveway and placement of a residence can be removed. No tree with a diameter greater than four (4) inches at ground level may be cut without written approval in advance of the DECLARANT.

ARTICLE XV

Where lots border on or contain ditches, drainage canals or streams, the owner of each lot shall keep that area, including the slopes down to the edge of the water, mowed and maintained regularly. Washouts or erosions on the lots shall be properly tended to by the respective lot owner. All landscaping changes or lot improvements must be approved in writing in advance by the DECLARANT or his assigns.

ARTICLE XVI

All recreation and playground equipment, including but not limited to swings, swing sets, picnic tables, barbecue grills, merry-go-rounds, playpens, sandboxes, toys, etc., shall be located in the rear yard of the home and not in the front yard and must be kept in neat order. "Front yard" in this subdivision refers to that portion of the yard from the residence to the road. "Rear yard" refers to that portion of the yard from the residence to the back property line.

ARTICLE XVII

All cars shall be parked in an orderly and neat fashion and in a driveway, carport, or garage. No oversize commercial vehicles shall be allowed on any of the lots. No inoperable or unlicensed vehicles shall be allowed on any lot for more than thirty (30) days, the purpose of this restriction being to prohibit any junk cars being located in the subdivision. No major auto repairs or maintenance shall be conducted in the subdivision.

ARTICLE XVIII

All motorcycles shall be parked in an orderly and neat fashion in a driveway, carport, or garage. No motorized bicycle, moped, mini-bike, three-wheeler, four-wheeler, go-cart, or any other recreational vehicle generally manufactured for non-highway use may be ridden in subdivision. Nor shall such vehicles be ridden on the roads or on the lands designated as "Community Area" as shown on the subdivision plat.

ARTICLE XIX

All boats, campers, and travel utility trailers shall be stored and place in a garage, carport, or in the rear yard of

the home and not in the front yard, and must be kept in neat order.

ARTICLE XX

Enforcement of these covenants and restrictions shall be by proceedings of law or in equity against any person violating or threatening or attempting to violate any covenant and such proceedings may be either to restrain violation or to assess for damages.

ARTICLE XXI

Invalidation of any one of these covenants and restrictions or of any provisions herein set forth by Judgment or Court Order shall in no way affect the other provisions hereof, which shall remain in full force and effect.

ARTICLE XXII

The DECLARANT, or his duly authorized representative hereby reserves unto himself, his successors, legal representative, and assigns, a perpetual and releasable easement, privilege, and right on, over, and under the ground to erect, maintain, and use television cables, electric and telephone poles, wires, cables, conduits, drainage ditches, sewers, water mains, and other suitable facilities for drainage purposes or for the conveyance and use of electricity, telephone, gas, water, or other public conveyances or utilities on, in, or over all the easements reserved or shown on subdivision plat, together with the right of ingress and egress to and from the lands affected by such easements. The DECLARANT or his assigns shall have the unrestricted right and power to release such easements.

ARTICLE XXIII

Failure of the DECLARANT, their successors, and/or assigns to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XXIV

The DECLARANT reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company and/or Piedmont Electric Membership Corporation for the installation of overhead and/or underground electric cables which may require an initial contribution, and/or the installation of street lighting, which will require a continuing monthly payment to Carolina Power & Light Company and/or Piedmont Electric Membership Corporation by the owner of each lot. Primary electric service lines throughout the subdivision shall be underground along the roadway. Primary electric service lines serving homes on individual lots in the subdivision shall be underground. This underground primary will follow individual lot property lines as closely as possible. Service from the transformer to the residence meter shall be underground. Primary underground costs shall be the financial responsibility of each lot purchaser/owner.

ARTICLE XXV

The DECLARANT, his heirs, successors, and assigns hereby reserve the right and easement to go upon any lots within the subdivision, on a temporary basis only, for the purpose of placing residential structures upon any adjacent lots. Any damage to such lots shall be promptly repaired by the DECLARANT or his assigns at its cost and such damaged lot shall be put in the same condition as before the encroachment.

ARTICLE XXVI

BOOK 305 PAGE 305

These covenants are to run with the lands and shall be binding on all persons claiming under them until January 1, 2030, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots covered by these covenants, it is agreed to change said covenants in whole or in part.

If the parties, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him, or them from so doing, or to recover damages or other dues for such violation.

ROAD MAINTENANCE AGREEMENT

ARTICLE 1  
DEFINITIONS

Section 1. "Association" shall mean and refer to Riveroaks Property Owners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performances of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) maintained by the Association for the common use and enjoyment of the owners. The Common Area to be maintained by the Association at the time of the conveyance of the first lot are all of the Private Roads shown on the plats of the said property recorded in Plat Cabinet 11, Hanger 86-H, and Plat Cabinet 11, Hanger 86-I, Person County Registry.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the Common Area.

Section 6. "Declarant" shall mean and refer to Jimmy C. Lewis and wife, Portia D. Lewis, their successors and assigns.

ARTICLE 2  
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) the right of the Association to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

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(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded;

(c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE 3  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership who shall be composed of the owners.

ARTICLE 4  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties; hereby covenants, and each owner of any lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the roadway and of the homes situate upon the properties.

Section 3. Maximum Annual Assessment. (a) The maximum assessment may not exceed ONE HUNDRED DOLLARS (\$100) per year per lot without the approval of two-thirds (2/3) of those in attendance at a properly noticed meeting as set out in Section 4. wherein a quorum, as defined herein, is present.

(b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.





NORTH CAROLINA  
PERSON COUNTY

BOOK 305 PAGE 308

I, the undersigned Notary Public for the said County and State do hereby certify that Jimmy C. Lewis and wife, Portia D. Lewis, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



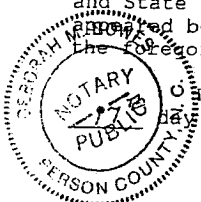
Witness my hand and notarial stamp or seal, this the \_\_\_\_\_ day of April, 2000.

Deborah M Bowes  
Notary Public

My Commission Expires: 04-12-2004

NORTH CAROLINA  
Person COUNTY

I, the undersigned Notary Public for the said County and State do hereby certify that Steven D. Green personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



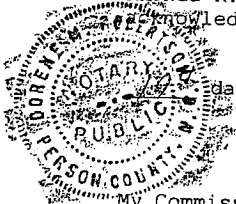
Witness my hand and notarial stamp or seal, this the \_\_\_\_\_ day of April, 2000.

Deborah M Bowes  
Notary Public

My Commission Expires: 04-12-2004

NORTH CAROLINA  
Person COUNTY

I, the undersigned Notary Public for the said County and State do hereby certify that C. Blair Miller, Jr., and wife, Rhonda K. Miller, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



Witness my hand and notarial stamp or seal, this the \_\_\_\_\_ day of April, 2000.

Dorene M. Robertson  
Notary Public

My Commission Expires: My Commission Expires 6/16/2005

NORTH CAROLINA  
PERSON COUNTY

The foregoing certificate of Deborah M. Bowes (2)(Person Co.,NC) and Dorene M. Robertson (Person Co., NC) Notary Public of the governmental unit designated is certified to be correct. This instrument was presented for registration and recorded in this office at Book 305, Page 300. This the 20th day of April, 2000, at 9:50:48 o'clock A.M.

AMANDA W. GARRETT, Register of Deeds

BY: Amanda W Garrett

Prepared by: Walter B. Cates, Esquire

NORTH CAROLINA  
PERSON COUNTY

FILED in PERSON County, NC  
on Apr 20 2000 at 08:51:25 AM  
by AMANDA H. GARRETT  
REGISTER OF DEEDS  
BOOK 305 PAGE 309

RECISSION OF  
RESTRICTIVE COVENANTS  
AND  
ROAD MAINTENANCE AGREEMENT  
RIVEROAKS PHASE II

This Agreement made and entered into this the 17<sup>th</sup> day of April, 2000, by and between Jimmy C. Lewis and wife, Portia D. Lewis; Steven D. Green; and C. Blair Miller, Jr., and wife, Rhonda K. Miller, hereinafter referred to as "DECLARANT" and ALL SUCCESSORS IN TITLE and their respective heirs and assigns of lots included within the lands hereinafter described;

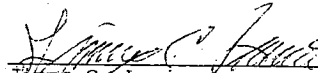
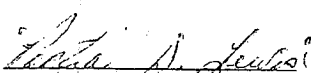
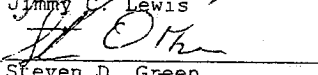
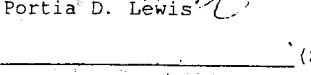
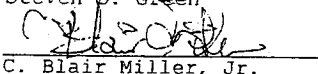
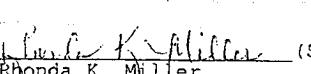
WITNESSETH:

A. DECLARANT, as the owner of the lands described in those Restrictive Covenants of record in Deed Book 300, Page 37, Person Registry, desires to rescind said Restrictions in its entirety.

B. DECLARANT will execute, by document recorded immediately hereinafter in the Person Registry, a new set of Restrictive Covenants and Road Maintenance Agreement for Riveroaks Phase II.

NOW, THEREFORE, the DECLARANT agrees that the restrictions set forth in Deed Book 300, Page 37, Person Registry, are hereby rescinded and that said Restrictive Covenants and Road Maintenance Agreement shall no longer be binding upon the lands described in Article I of said Restrictive Covenants.

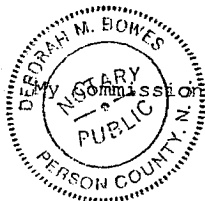
IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed the day and year first above written.

 Jimmy C. Lewis (SEAL)	 Portia D. Lewis (SEAL)
 Steven D. Green (SEAL)	 C. Blair Miller, Jr. (SEAL)
 Rhonda K. Miller (SEAL)	 Steven D. Green (SEAL)

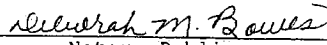
NORTH CAROLINA  
PERSON COUNTY

I, the undersigned Notary Public for the said County and State do hereby certify that Jimmy C. Lewis and wife, Portia D. Lewis, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

18<sup>th</sup> Witness my hand and notarial stamp or seal, this the day of April, 2000.



Expires: 04-12-2004

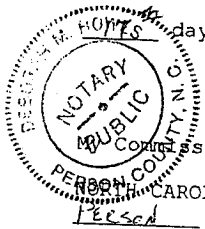
  
Notary Public

NORTH CAROLINA  
Person COUNTY

BOOK 305 PAGE 310

I, the undersigned Notary Public for the said County and State do hereby certify that Steven D. Green personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp or seal, this the \_\_\_\_\_ day of April, 2000.

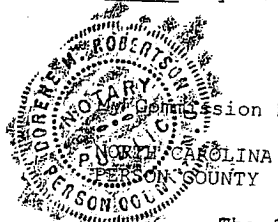


Deborah M. Bowes  
Notary Public

Commission Expires: 04-12-2004  
NORTH CAROLINA  
Person COUNTY

I, the undersigned Notary Public for the said County and State do hereby certify that C. Blair Miller, Jr., and wife, Rhonda K. Miller, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp or seal, this the 19th day of April, 2000.



Dorene M. Robertson  
Notary Public

Commission Expires: My Commission Expires 6/16/2001

Deborah M. Bowes (2) (Person Co. NC)  
and

The foregoing certificate of Dorene M. Robertson (Person Co. NC) Notary Public of the governmental unit designated is certified to be correct. This instrument was presented for registration and recorded in this office at Book 305, Page 309. This the 20th day of April, 2000, at 9:51:25 o'clock A.M.

AMANDA W. GARRETT, Register of Deeds  
BY: Amanda W. Garrett



FILED in PERSON County, NC  
on Feb 12 2003 at 04:15:03 PM  
by: AMANDA W. GARRETT  
REGISTER OF DEEDS  
BOOK 415 PAGE 592

**AMENDMENT TO RESTRICTIVE COVENANTS  
AND ROAD MAINTENANCE AGREEMENT FOR  
RIVEROAKS PHASE II**

PREPARED BY: James W. Tolin, Jr., Roxboro, North Carolina

NORTH CAROLINA  
PERSON COUNTY

This Amendment to Declaration of Protective Covenants, made and entered into this 18th day of December, 2002, by and between Jimmy C. Lewis and wife, Portia D. Lewis; Blair Miller and wife, Rhonda Miller; Debra Jackson Zost; Steve Green; Troy W. Taylor and wife, Mary Elizabeth Taylor; Nancy Harris and Miller Building Company of Durham, LLC, (the "Declarant"), and their successors in title to any portion of the land described in document entitled "Restrictive Covenants and Road Maintenance Agreement River Oaks Phase II", recorded in in Deed Book 305, Page 300, Person County Registry and any portion of the land described below by this document, hereinafter described as party of the second part;

WITNESSETH:

THAT WHEREAS part of the Declarants made declaration of certain restrictive covenants and road maintenance concerning Riveroaks Phase II subdivision, Person County, North Carolina, said restrictive covenants being recorded in Deed Book 305, Page 300, Person County Registry;

AND WHEREAS, all of the owners of lots contained in said subdivision have signed this document;

AND WHEREAS, Declarant deems it in the best interest of said subdivision if the afore referenced restrictive covenants were amended so as to make a future phase III of t his subdivision subject to said covenants;

NOW; THEREFORE, in consideration of the premises, Declarant hereby covenants and agrees with the purchasers of the various lots of the property described and referred to in Covenants recorded in Deed Book 305, Page 300, and the purchasers of the various lots of the property to be known as River Oaks Phase III, hereinafter described, and with each of them, that the said covenants are hereby amended as follows:

I.

The description of the property to which the covenants applies is amended by the addition of the following described real property:

Lying and being in Flat River Township, Person County, North Carolina and being what is to be described as Riveroaks Subdivision, Phase III.

This amendment shall become effective upon the recording of a plat of survey of Riveroaks Subdivision, Phase III.

Article 4, Covenant for Maintenance Assessments is hereby amended by the addition of the following section :

Section 9. Ownership of multiple lots. For all purposes of this Article any person or couple who own more than one lot shall be considered for assessment purposes as only owning one lot provided the multiple lots owned adjoin one another and contain no more than one house.

In all other respects the protective covenants recorded in Deed Book 305, Page 300, Person County Registry, are hereby reaffirmed.

Jimmy C. Lewis (SEAL)  
Jimmy C. Lewis

Portia D. Lewis (SEAL)  
Portia D. Lewis

Blair Miller (SEAL)  
Blair Miller

Rhonda K. Miller (SEAL)  
Rhonda Miller

Debra Zost (SEAL)  
Debra Zost

Troy Taylor (SEAL)  
Troy Taylor

Mary Elizabeth Taylor (SEAL)  
Mary Elizabeth Taylor

Steve Green (SEAL)  
Steve Green

Nancy Harris (SEAL)  
Nancy Harris

Miller Building Company of Durham, LLC

by Wayne Miller, Manager

NORTH CAROLINA  
PERSON COUNTY

I, Dorene M. Robertson, a Notary Public of the County and State aforesaid, certify that Jimmy C. Lewis and Portia D. Lewis, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand official stamp or seal, this 7<sup>th</sup> day of FEBRUARY, 2002 ~~2003~~

Dorene M. Robertson  
Notary Public

My Commission Expires June 16, 2006



PLAT CAB 11, HANGER 86-I  
 FILED IN PERSON COUNTY REGISTER OF DEEDS ON THE  
15 DAY OF NOVEMBER 1999 @ 8:31 O'CLOCK P.M.  
*Neal C. Hamlett*  
 REGISTER OF DEEDS

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT AS  
 DEPICTED HEREON HAS BEEN GRANTED FINAL APPROVAL  
 PURSUANT TO THE PERSON CO. SUBDIVISION REGULATIONS.  
*Paul Murphy* 11/12/99 DATE  
 PLANNING AND ZONING  
 ADMINISTRATOR

PLAT OF SURVEY  
**RIVEROAKS**  
 PHASE II  
 MAP 2

FLAT RIVER TWP., PERSON COUNTY, N.C.  
 OCTOBER 1999, HAMLETT-JENNINGS & ASSOCIATES  
 212 S. LAMAR STREET, ROXBORO, N.C. 27573  
 NEAL C. HAMLETT L-2465

VICINITY MAP

DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 PROPOSED SUBDIVISION ROAD  
 DESIGN STANDARDS CERTIFICATION

APPROVED: *Richard H. Hamlett*  
 DISTRICT ENGINEER  
 DATE 10/29/99

A MINIMUM OF 4 HOMES MUST  
 HAVE PRIMARY DRIVEWAY ACCESS  
 TO THE FOLLOWING STREETS TO  
 MEET DENSITY REQUIREMENTS.

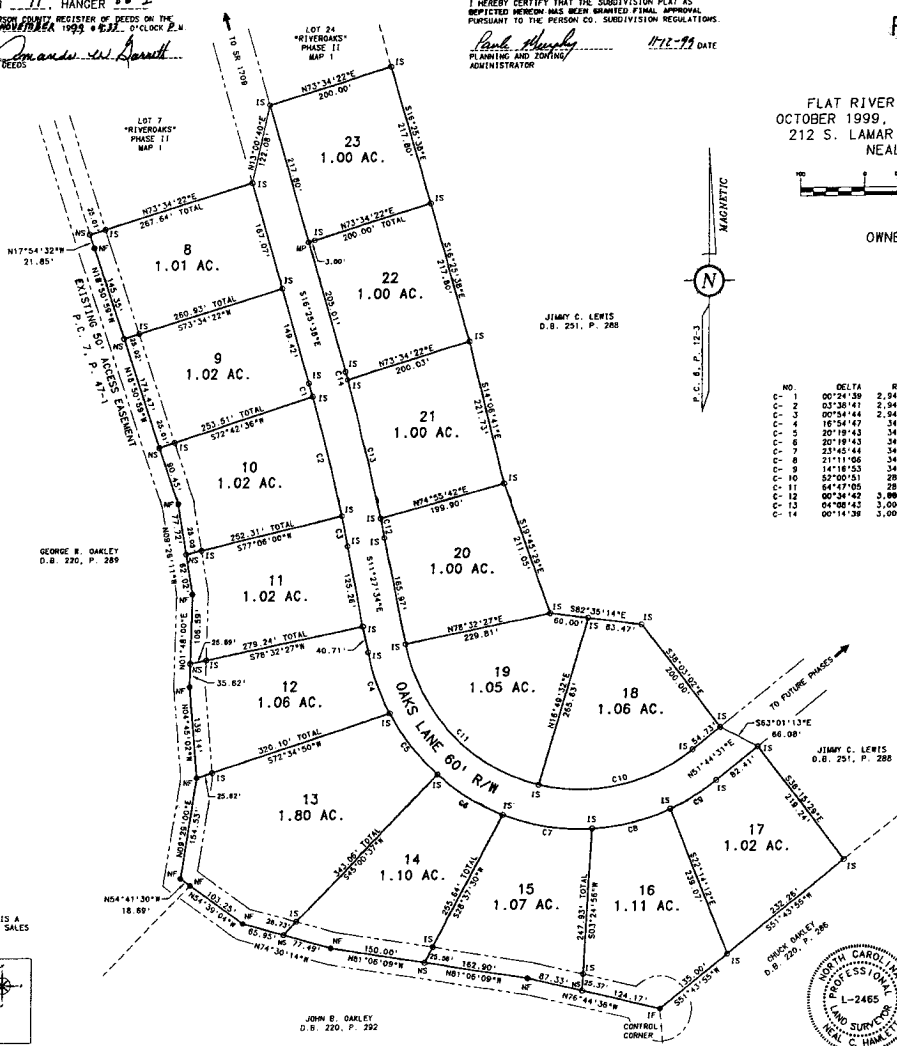
ONLY NORTH CAROLINA DEPARTMENT  
 OF TRANSPORTATION APPROVED  
 STRUCTURES ARE TO BE CONSTRUCTED  
 ON PUBLIC RIGHT-OF-WAY.

STATE OF NORTH CAROLINA  
 COUNTY OF PERSON  
 I, *Paul Murphy*, REVEY OFFICER  
 OF PERSON COUNTY, CERTIFY THAT THE MAP  
 OR PLAT TO WHICH THIS CERTIFICATE IS  
 AFFIXED MEETS ALL STATUTORY REQUIREMENTS  
 FOR RECORDING.  
*Paul Murphy* 11/12/99  
 REVEY OFFICER DATE

LEGEND  
 NF = NAIL FOUND  
 NS = NAIL SET  
 IF = IRON FOUND  
 IS = IRON SET  
 MP = MATHEMATICAL  
 POINT

UNLESS SIGNED, SEALED AND DATED, THIS IS A  
 PRELIMINARY PLAT, NOT FOR REDISTRIBUTION, SALES  
 OR CONVEYANCES

**HAMLETT-JENNINGS  
 & ASSOCIATES, P.A.**  
 PROFESSIONAL LAND SURVEYORS  
 212 S. LAMAR STREET - PO BOX 1266  
 ROXBORO, NORTH CAROLINA 27573  
 (336) 599-8742



CURVE DATA

NO.	DELTA	RADIUS	ARC	TAN	CHD. ORG.	CHORD
C-1	00°24'39"	2,940.00	21.08	10.54'	S16°13'14"E	21.08
C-2	03°28'41"	2,940.00	187.02	93.51'	S14°11'34"E	186.81
C-3	02°34'44"	2,940.00	48.81	23.41'	S11°54'04"E	46.81
C-4	18°54'47"	340.00	100.38	50.25'	S19°54'56"E	100.00
C-5	20°18'43"	340.00	120.63	60.36'	S28°12'12"E	120.00
C-6	20°18'43"	340.00	120.63	60.36'	S28°12'12"E	120.00
C-7	23°45'44"	340.00	141.01	71.53'	S28°54'38"E	140.00
C-8	21°11'06"	340.00	125.71	63.38'	N78°36'57"E	125.00
C-9	14°18'153"	340.00	84.75	42.39'	N58°52'58"E	84.53
C-10	52°00'51"	280.00	254.19	126.81'	S77°41'56"E	245.55
C-11	64°47'05"	280.00	316.80	177.84'	N43°51'08"E	300.00
C-12	00°34'42"	3,880.00	39.38	19.54'	N11°46'52"W	39.28
C-13	04°08'43"	3,000.00	217.25	108.57'	N14°06'37"W	217.00
C-14	00°14'38"	3,000.00	12.78	6.39'	N16°18'12"W	12.78

NORTH CAROLINA PERSON COUNTY  
 I, *NEAL C. HAMLETT*, CERTIFY THAT THIS  
 SURVEY CREATES A SUBDIVISION OF LAND WITHIN  
 PERSON COUNTY, WITNESS MY HAND AND SEAL THIS  
 15 DAY OF NOVEMBER 1999.

*Neal C. Hamlett*  
 PROFESSIONAL LAND SURVEYOR

I, *NEAL C. HAMLETT*, CERTIFY THAT THIS  
 PLAT WAS DRAWN UNDER MY SUPERVISION FROM  
 AN ACTUAL SURVEY MADE UNDER MY SUPERVISION  
 (DEED DESCRIPTION RECORDED IN BOOK \_\_\_\_\_  
 PAGE \_\_\_\_\_ ETC.) (OTHER); THAT THE BOUNDARIES  
 NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN  
 FROM INFORMATION FOUND IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 THAT THE RATIO OF PRECISION IS CAL-  
 CULATED AS 1:100,000; THAT THIS PLAT WAS  
 PREPARED IN ACCORDANCE WITH G.S. 47-30 AS  
 AMENDED; WITNESS MY ORIGINAL SIGNATURE.  
 REGISTRATION NUMBER AND SEAL THIS 15 DAY  
 OF NOVEMBER, A.D. 1999.  
*Neal C. Hamlett*  
 SURVEYOR REGISTRATION NUMBER L-2465

Plat Cab 11 86-I

NORTH CAROLINA, PERSON COUNTY  
 I, NEAL C. HAMLETT, do hereby certify that under my supervision and direction this map was drawn from an actual field survey and that the copies of this map are true and correct. Witness my hand and seal this 15th day of December, 1989.

NEAL C. HAMLETT, L-2465  
 Registered Land Surveyor

NORTH CAROLINA, PERSON COUNTY  
 I, JIMMY C. LEWIS, do hereby certify that under my supervision and direction this map was drawn from an actual field survey and that the copies of this map are true and correct. Witness my hand and seal this 15th day of December, 1989.

JIMMY C. LEWIS, L-2465  
 Registered Land Surveyor



NEAL C. HAMLETT  
 JIMMY C. LEWIS

LEGEND  
 NF = NAIL FOUND  
 NS = NAIL SET  
 IF = IRON FOUND  
 IS = IRON SET  
 MP = MATHEMATICAL POINT

CURVE DATA

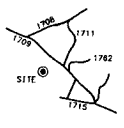
NO.	BELTA	RADIUS	ARC	TAN	CHG. BEG.	CHG. END
C-1	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-2	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-3	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-4	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-5	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-6	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-7	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-8	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-9	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-10	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-11	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-12	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-13	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-14	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-15	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-16	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-17	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-18	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-19	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-20	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-21	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-22	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-23	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-24	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-25	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-26	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-27	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-28	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-29	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-30	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-31	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-32	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-33	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-34	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96
C-35	89°00'00"	50.00	26.96	11.79	89°00'00"	26.96



FLAT RIVER TWP., PERSON COUNTY, NC  
 DECEMBER 1989, HALL-HAMLETT & ASSOCIATES  
 NEAL C. HAMLETT L-2465

SCALE 1 INCH = 100 FEET  
 DEVELOPED BY JIMMY C. LEWIS & W. WAYNE ROSS





VICINITY MAP

A MINIMUM OF 4 HOMES MUST HAVE PRIMARY DRIVEWAY ACCESS TO THE FOLLOWING STREETS TO MEET DENSITY REQUIREMENTS.

ONLY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION APPROVED STRUCTURES ARE TO BE CONSTRUCTED ON PUBLIC RIGHT-OF-WAY.

DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS PROPOSED SUBDIVISION ROAD DESIGN STANDARDS CERTIFICATION

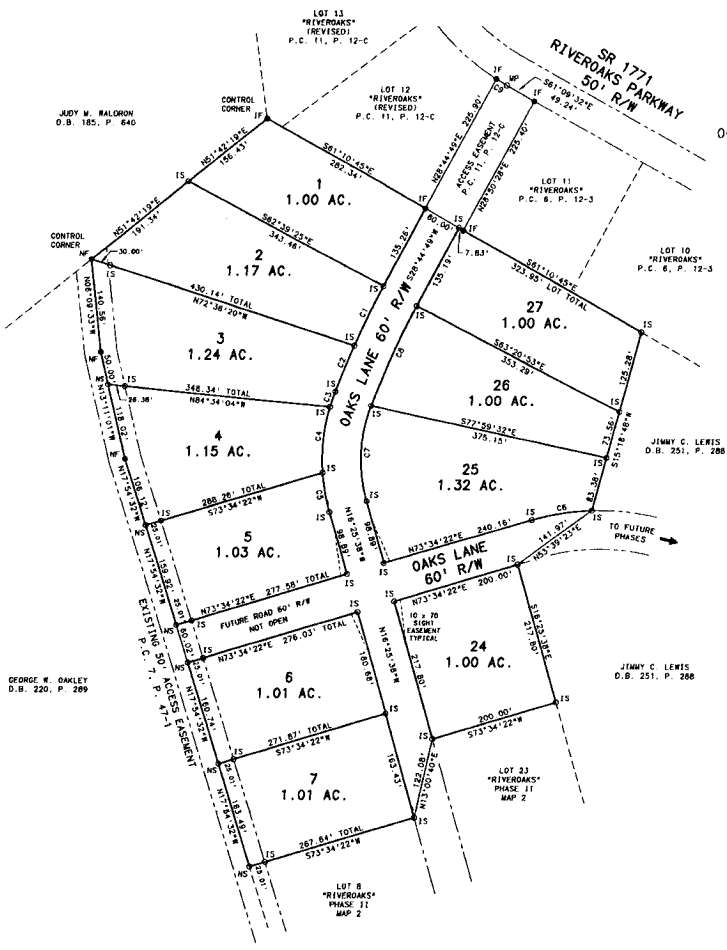
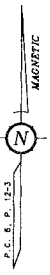
APPROVED *Richard W. Hancock* DISTRICT ENGINEER JRC  
DATE 10/27/99

STATE OF NORTH CAROLINA COUNTY OF PERSON  
I, *David Murphy*, REVIEW OFFICER OF PERSON COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATE IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
DATE 11-12-99

- LEGEND  
NF • NAIL FOUND  
NS ○ NAIL SET  
IF • IRON FOUND  
IS ○ IRON SET  
MP ○ MATHEMATICAL POINT

UNLESS SIGNED, SEALED AND DATED, THIS IS A PRELIMINARY PLAT, NOT FOR RECORDATION, SALES OR CONVEYANCES.

**HAMLETT-JENNINGS & ASSOCIATES, P.A.**  
PROFESSIONAL LAND SURVEYORS  
212 S. LAMAR STREET - PO BOX 2866  
ROXBORO NORTH CAROLINA 27573  
(336) 599-8742

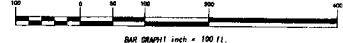


GEORGE W. OAKLEY  
D.B. 220, P. 289

JIMMY C. LEWIS  
D.B. 251, P. 268

PLAT OF SURVEY

FLAT RIVER TWP., PERSON COUNTY, N.C.  
OCTOBER 1999, HAMLETT-JENNINGS & ASSOCIATES  
212 S. LAMAR STREET, ROXBORO, N.C. 27573  
NEAL C. HAMLETT L-2465



OWNER: JIMMY C. LEWIS

PLAT CAB 11 HANGER 86-H  
FILED IN PERSON COUNTY REGISTER OF DEEDS ON THE 13 DAY OF NOVEMBER 1999 AT 10:37 AM CLOCK P.M.  
*Sharon W. Smith*  
REGISTER OF DEEDS

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT AS DEPICTED HEREON HAS BEEN GRANTED FINAL APPROVAL PURSUANT TO THE PERSON CO. SUBDIVISION REGULATIONS.  
*David Murphy* 11-12-99 DATE  
PLANNING AND ZONING ADMINISTRATOR

NORTH CAROLINA PERSON COUNTY  
I, *NEAL C. HAMLETT*, CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN PERSON COUNTY, WITNESS MY HAND AND SEAL THIS 13 DAY OF NOVEMBER, 1999.  
*Neal C. Hamlett*  
PROFESSIONAL LAND SURVEYOR

I, *NEAL C. HAMLETT*, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (USED DESCRIPTION RECORDED IN BOOK ... PAGE ... ETC.) (OTHER), THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK ... PAGE ... THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 15 DAY OF ... 1999. A.D., 1999.  
SURVEYOR *Neal C. Hamlett*  
REGISTRATION NUMBER L-2465



CURVE DATA

NO.	DELTA	RADIUS	ARC	ANG	CHD. BRC.	CHORD
C-1	04°16'27"	1,340.80	100.02	50.03°	526°36'37"W	100.00
C-2	03°12'12"	1,340.80	74.96	37.49°	522°50'15"W	74.95
C-3	02°00'21"	287.35	25.10	12.56°	518°46'03"W	25.10
C-4	20°25'19"	287.35	102.50	51.80°	506°02'40"W	102.50
C-5	12°15'08"	287.35	61.45	30.84°	510°18'05"W	61.33
C-6	14°12'57"	380.00	94.28	47.36°	580°40'51"W	94.04
C-7	37°41'48"	227.35	140.58	73.61°	N25°25'18"E	140.80
C-8	07°28'39"	1,280.80	147.15	43.70°	N25°00'50"E	147.04
C-9	02°53'55"	375.00	18.97	9.49°	S59°42'34"E	18.97

Plat Cab 11 86-H

**Tool Bar** X

**Map**

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**Layers** X

- 2003 Ortho BW
- 2004 Ortho Color
- County Line
- CP&L (below contour)
- CP&L (above contour)
- FEMA Q3

**Search** X

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**Search Menu** X

**Parcels**

Address search on Centerlines

**Map Information**

Measure-Segment: 0      Total: 0      Scale: 1:239      Units: Feet Buffer: