

FILED in PERSON County, NC
on Aug 18 2002 at 01:31:28 PM
by: AMANDA W. GARRETT
REGISTER OF DEEDS
BOOK 388 PAGE 315

STATE OF NORTH CAROLINA
COUNTY OF PERSON

DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS
(HOLEMAN PLANTATION HOMEOWNERS ASSOCIATION)

THIS DECLARATION, made and entered into as of the 16 day of August, 2002,
by FLAT RIVER ASSOCIATES, L.L.C., a North Carolina Limited Liability Company, maintaining
its principal office and place of business in Durham County, North Carolina, hereinafter referred to
as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property ("Property") in the County of Person,
State of North Carolina, which is located in said County and State and more particularly described
as set forth on Schedule "A" annexed and attached hereto, made a part hereof and incorporated
herein by reference as fully and to the same extent as if said description were set forth herein
verbatim in words and figures; and

WHEREAS, Declarant has set aside certain lands for the use and benefit of the owners and
occupants of the overall Property on a portion of the Property (the "Common Area"), which lands
are to be owned and maintained by the HOLEMAN PLANTATION HOMEOWNERS
ASSOCIATION, INC., (the "Owner's Association") a North Carolina non-profit corporation; and

WHEREAS, it is the desire of Declarant to submit the "Property" to the terms, provisions and conditions of this Declaration:

NOW, THEREFORE, Declarant hereby declares that the "Property" (Schedule "A" hereof) as herein described and referred to shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

Section 1. "Owner's Association" shall mean and refer to the HOLEMAN PLANTATION HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, its successors and assigns, which has been or will be formed pursuant to Chapter 55A of the North Carolina General Statutes.

Section 2. "Owner" or "Homeowner" 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 property described on Schedule "A" hereof, as may be hereafter subjected to the terms, provisions and conditions of this Declaration in accordance with the provisions hereinafter provided, including contract sellers, but excluding those having interest merely as security for the performance of an obligation, and shall further include the record owner of a fee simple title to any lot which is shown upon any subdivision map for any property hereafter subjected to the terms, provisions and conditions of this Declaration in accordance with the provisions therefor hereinafter provided.

Section 3. "Property" shall mean and refer to that certain real property, described on Schedule "A" annexed and attached hereto, made a part hereof and incorporated herein by reference as fully and to the same extent as if said description were set forth herein verbatim in words and figures, which is the property subjected to this Declaration of Covenants, Conditions and Restrictions, as may be hereafter subjected to the terms, provisions and conditions of this Declaration in accordance with the provisions hereinafter provided.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property described on Schedule "A" hereof, as may be hereafter subjected to the terms, provisions and conditions of this Declaration in accordance with the provisions hereinafter provided.

Section 5. "Declarant" shall mean and refer to FLAT RIVER ASSOCIATES, L.L.C., a North Carolina Limited Liability Company, its successors and assigns.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Owner's Association.

Section 7. "Class A Lots" shall mean and refer to any lot which has been conveyed to an owner other than the Declarant.

Section 8. "Class B Lots" shall mean and refer to any lot which has not been conveyed to an owner other than the Declarant.

Section 9. "Common Area" shall mean and refer to all real property and improvements thereon, together with all easements appurtenant thereto owned by the Owner's Association for the common use and enjoyment of the members. The Common Area is described on Schedule "B" annexed and attached hereto, made a part hereof and incorporated herein by reference as fully and

to the same extent as if said description were set forth herein verbatim in words and figures.

Section 10. The term "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Owner's Association.

Section 11. "Institutional lender" shall be defined as a bank or savings and loan association or an insurance company or a title insurance company or a pension trust or real estate investment trust, or other private or governmental institutions which are regularly engaged in the business of mortgage financing, or a subsidiary of any of the foregoing or a designee of any of the foregoing, owning an institutional mortgage on one or more lots, or any of the foregoing who acquires an institutional mortgage as herein defined, by assignment or through mesne assignments from a non-institutional lender.

ARTICLE II

ADDITIONS TO EXISTING PROPERTY

Section 1. Additions by Developer. Additional land within the area described in Deed Book 335 at Page 413, ~~xxxx Deed Book xxxxxx Page xxxxxx~~ of the land records of Person County, State of North Carolina, may be annexed by the Developer and become subject to this Declaration without the consent of members within five (5) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

The additions authorized under this and the succeeding subsection, shall be made by filing of record a supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property or by adopting these Covenants and Restrictions in whole or in part by reference.

Such supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

Section 2. Other Additions. Upon approval in writing of the Association pursuant to a vote of two-thirds (2/3) of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

Section 3. Mergers. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE III

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 and the rights and easement hereby granted shall be appurtenant to and shall pass with the title to every lot subject only to the following provisions:

(a) The right of the Owner's Association to charge reasonable fees for the maintenance and use of the Common Area, if any;

(b) The right of the Owner's Association to suspend the voting rights and right to the use of any recreational facilities situated upon the Common Area by an owner for any period during which any assessment against his Lot, as herein provided, remains unpaid; and for a period not to exceed sixty (60) days from any infraction of its published rules and regulations;

(c) The right of the Owner's 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 or instruments signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded (such instrument or instruments may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument);

(d) The right of the Owner's Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage and grant liens and encumbrances upon said Common Area and facilities, the right of any such mortgagee of the Common Area and facilities shall be subordinate to the rights of the

homeowners hereunder;

(e) The right of the Owner's Association, through its Board of Directors, to determine the time and manner of use of any recreational facilities situated upon the Common Area by the Members;

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws of the Owner's Association, his right of enjoyment to the Common Area and facilities to the members of his immediate family, his tenants, or contract purchasers, who reside on the property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a Member of the Owner's Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Owner's Association shall have two classes of voting membership:

Class A. Class A Members of the Owner's Association shall be all Owners of Lots with the exception of the Declarant, and each such Owner shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for each such Lot shall be exercised as they (the Owners) among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B Member(s) shall be the Declarant and the Declarant shall be entitled to three (3) votes for each Lot Owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On December 31, 2005.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Owner's Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. All such annual and special assessments, together with interest, costs, and reasonable attorney's fees for the collection thereof shall be a charge and lien upon the Lot and improvements of the respective Owners thereof, and the same shall be continuing lien upon the property (Lot and Improvements) against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees for the collection thereof, shall also be a personal financial obligation of the person, or persons, who was, or were, the Owner or Owners, of such property at the time when the assessments became due. The personal financial obligation for delinquent assessments shall not pass to successors in title to any such lot and improvements unless expressly assumed by such purchasers; PROVIDED, HOWEVER, the same shall be and remain a charge and lien upon any such Lot and improvements until paid or otherwise satisfied except as may herein otherwise be provided.

Section 2. Purpose of Assessments. The assessments levied by the Owner's Association

shall be used exclusively:

- (a) To promote the recreation, health, safety, and welfare of the Owners and residents of the Property;
- (b) For the improvements and maintenance of the Common Area and facilities, and easements appurtenant thereto;
- (c) For payment of local taxes and special governmental assessments on or to the Common Area;
- (d) To maintain an entrance sign, stone wall, and associated landscaping located upon the Property; and
- (e) To maintain all easements within the Property that are for the common good of the Association, such as drainage easements and detention ponds, even though said easements may not be located on the Common Area.

Section 3. Maximum Annual Assessment. Until January 1, 2003, the maximum annual assessment shall be THREE HUNDRED DOLLARS (\$300.00) per lot or TWENTY-FIVE DOLLARS (\$25.00) per month.

- (a) From and after January 1, 2003 the maximum annual assessment may not be increased each year by more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership of the Owner's Association, as hereinbelow provided.
- (b) From and after January 1, 2003 the maximum annual assessment may be increased by more than five percent (5%) by a vote of two-thirds (2/3) of each class of members of the Owner's Association who are voting in person, or by proxy, at a meeting duly called for such purpose.
- (c) The Board of Directors may fix the annual assessment in an amount not in excess of

the maximum, as herein provided.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and facilities, including (but not limited to) fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members of the Homeowners Association who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members of the Owner's Association not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Class A Lots and Class B Lots; PROVIDED, HOWEVER, that the assessments on all Class B Lots shall be fixed at twenty-five percent (25%) of the amount of Assessments upon all Class A Lots.

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all lots on the first day of January, 2003 (provided there has been a prior conveyance of the Common Area to the Owner's Association). The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year for the Owner's Association. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and unless otherwise provided, the Owner's Association shall collect each month from the Owner of each Lot one-twelfth (1/12th) of the annual assessment of such Lot. The Owner's Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or the Owner's Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid, as to any purchaser or mortgagee of a lot relying thereon.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Owner's Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Owner's Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action for collection thereof shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the HOLEMAN PLANTATION HOMEOWNERS ASSOCIATION,

INC., or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges and liens as a debt and to enforce the aforesaid charge and lien by methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Owner's Association in a like manner as a mortgage or deed of trust lien on real property and such member expressly grants to the Owner's Association a power of sale in connection with any such charge or lien. The lien provided for in this section shall be in favor of the Owner's Association and shall be for the benefit of all other Lot Owners. The Owner's Association, acting on behalf of the Lot Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same, and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY NON-USE OF THE COMMON AREA OR FACILITIES OR ABANDONMENT OF HIS LOT.

Section 9. Subordination of the Assessment Lien to Mortgages, Deeds of Trust and Similar Security Interest. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, deed of trust, or similar security interest owned or held by an institutional lender, and subordinate to tax liens and special assessments on a lot made by lawful governmental authority. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter

becoming due or from the lien thereof.

Section 10. Exempt Property. All properties, if any, dedicated to, and accepted by, a local public authority, the Common Area, and all properties owned by a charitable or non-profit organization exempt from ad valorem taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments, irrespective of the tax status of the Owner thereof.

Section 11. Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of any management agreements entered into by the Owner's Association. A copy of all such agreements shall be available to every owner. Any and all management agreements entered into by the Owner's Association shall provide that said management agreement may be canceled, prior to the expiration of said agreement, by an affirmative vote of sixty percent (60%) of the votes of each class of the Members of the Owner's Association. Except as herein provided, no such management agreement shall be cancelled prior to effecting by the Owner's Association or its Board of Directors a new management agreement with a party or parties, which new management agreement will become effective immediately upon the cancellation of the then existing management agreement. It shall be the duty of the Owner's Association or its Board of Directors to effect a new management agreement upon the expiration of any prior management agreement, unless self-management is undertaken as herein provided. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of a project of this size and type. The Association may undertake self-management upon the affirmative vote of 75% of the votes of each class of members.

Section 12. Insurance Assessments. The Board of Directors or its duly authorized agent, shall have the authority to and shall obtain insurance for all the improvements owned by the Owner's Association against loss or damage by fire or other insurable hazards in the amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Areas, and all damage or injury caused by the negligence of the Owner's Association or any of its agents. Said insurance shall include coverage against vandalism. Premiums for all such insurance shall be common expenses. All such insurance coverage shall be written in the name of the Owner's Association as Trustee for each of the Lot owners in equal proportions. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Owner's Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by said Board of Directors. The Board of Directors may but shall not be obligated to advertise for sealed bids but shall contract with a licensed contractor. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors may levy a special assessment against all members of the Owner's Association, as established by Article IV, Section 4, above, or upon concurrence of two-thirds (2/3) of each class of members, and the

respective mortgagees, may borrow sufficient funds to make up any deficiency for repair or rebuilding of the Common Areas and facilities.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Owner's Association or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Owner's Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other of the provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for the term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Board of Directors of the Owner's Association may cause to be recorded in the Public Records of Person County such instruments or documents as may be necessary to cause any such extension to be legally effective. Except as provided in Section 4 of this Article this Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded and indexed in the name of the Owner's Association and each lot owner.

Section 4. Failure of the Owner's Association to Pay Taxes and Special Assessments on Common Area. In the event that the Owner's Association shall, contrary to their respective obligations to do so, fail to pay the ad valorem taxes and/or any special governmental assessments on the Common Area (as defined and described in Article I, Section 9 of this Declaration) on or before expiration of one hundred eighty (180) days from and after the day before the date on which the same shall become delinquent, then and in such event, said taxes or assessments, together with any interest and penalties thereon shall be and become a lien, on a pro-rata basis, upon the lots covered hereby. Such liens may be foreclosed by the governmental authority in the same manner as provided for foreclosure of liens for ad valorem taxes and assessments and public improvements.

Section 5. Conveyance of Property to Owner's Association. It is understood and agreed that Declarant, its successors and assigns, shall convey the Common Area and facilities to Holeman Plantation Homeowners Association, Inc. free and clear of financial liens and encumbrances.

Section 6. Reserve Funds. From and after January 1, 2003, the Owner's Association shall establish and maintain a reserve fund for replacement and maintenance of the recreational area and facilities by allocation and payment monthly to such reserve fund in such amounts as are established by the Board of Directors of the Owner's Association.

Section 7. Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals men or women, shall in all cases be assumed as though in each case fully expressed.

Section 8. Remedy for Violation. For violation or a breach of any of the provisions herein, or the provisions of the Articles of Incorporation or Bylaws of the Owner's Association by any

person claiming by, through or under the Declarant and/or the Association, or by virtue of any judicial proceedings, the Owner, or the Association, or the Declarant, or any of them, shall have the right to proceed at law for damages or in equity to compel compliance with any of them, or for such other relief as may be appropriate.

IN WITNESS WHEREOF, the undersigned FLAT RIVER ASSOCIATES, L.L.C., a North Carolina Limited Liability Company, Declarant hereof, has caused this Declaration to be executed by its Manager, this the day and year first above written.

FLAT RIVER ASSOCIATES, L.L.C., a North Carolina Limited Liability Company

By: William C. Roberts, Jr. (SEAL)
William C. Roberts, Jr., Member-Manager

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

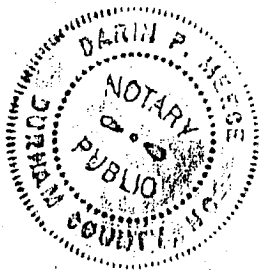
I, DARIN P. MEELE, a Notary Public for said County and State, do hereby certify that William C. Roberts, Jr., Member-Manager of FLAT RIVER ASSOCIATES, L.L.C., a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Company.

Witness my hand and notarial seal this the 14 day of AUGUST, 2002.

[Signature]
Notary Public

My commission expires:

9-28-05



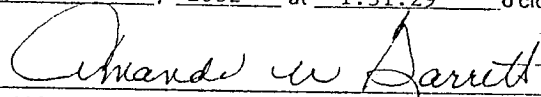
LEGAL DESCRIPTION
SCHEDULE A

BOOK 388 PAGE 332

HANDBE Page 46 BEING all of Lots 1 through 45, inclusive, as shown on Subdivision Survey of Phase I of Holeman Plantation, now on file in the Office of the Register of Deeds of Person County in Plat Cabinet 13 at Page 46. to which plat reference is hereby made for a more particular description of same.

NORTH CAROLINA
PERSON COUNTY

The foregoing certificate(s) of Darin P. Meece (Duxham County, NC)
a Notary(ies) Public of the governmental unit designated is certified to be correct. This instrument was presented for registration and recorded in this office at Book 388 . Page 315
This 16th day of August , 2002 at 1:31:29 o'clock P m.



AMANDA W. GARRETT, REGISTER OF DEEDS IN PERSON COUNTY

BEGINNING at an iron pin, said pin being the southwest corner of Lot 34 as shown on plat hereinafter referred to and running thence with the south line of Lots 34 - 36 to an iron pin, the southeast corner of Lot 36; thence South $03^{\circ} 48' 05''$ West 135.00 feet to an iron pin; thence South $13^{\circ} 34' 01''$ East 364.82 feet to an iron pin; thence South $03^{\circ} 48' 05''$ West 62.30 feet to an iron pin; thence North $80^{\circ} 27' 05''$ West 311.40 feet to a point; thence North $03^{\circ} 04' 42''$ East 69.23 feet to a point; thence North $81^{\circ} 44' 12''$ West 288.05 feet to a point; thence North $06^{\circ} 26' 32''$ East 262.58 feet to an iron pin; thence North $20^{\circ} 05' 58''$ East 167.08 feet to an iron pin, the point and place of Beginning, and BEING the COMMON AREA as shown on Subdivision of Phase I of Holeman Plantation, as per plat and survey thereof now on file in the Office of the Register of Deeds of Person County in Plat Cabinet 13 at Page 48, to which plat reference is hereby made for a more particular description of same.

Prepared By & Return To: C. Thomas Biggs, Attorney at Law
P.O. Box 376, Durham, NC 27702

FILED in PERSON County, NC
on Aug 16 2002 at 01:32:02 PM
by: AMANDA W. GARRETT
REGISTER OF DEEDS
BOOK 388 PAGE 334

NORTH CAROLINA
PERSON COUNTY

ROAD MAINTENANCE DECLARATION

THIS DECLARATION, made and entered into this the 16 day of August, 2002 by and between Flat River Associates, LLC, 8362 Johnson Mill Road, Bahama, NC 27503 hereinafter collectively called "Declarant;"

WITNESSETH:

WHEREAS, Declarant owns fee simple title to the real property described in Article I below;

WHEREAS, the said property will have access to Dick Holeman Road (S.R. 1123) via the roads shown on the plat hereinafter referred to, said roads being known as "Planters Way and Old Lantern Road";

WHEREAS, Declarant, by this Declaration, wishes to bind itself, its successors and assigns to provide all owners of any portion of said property owned by Declarant described below perpetual ingress, egress and regress to said State Road; and

WHEREAS, Declarant, by this Declaration and these restrictions, wishes to bind itself, its successors and assigns to provide for maintenance of said roads until such time as the roads are accepted by the State of North Carolina for maintenance.

NOW, THEREFORE, Declarant agrees for itself and any and all persons, firms or corporations hereinafter acquiring any of the property described in Article I below, that the same shall be subject to the following restrictions, conditions and covenants relating to the use and occupancy thereof, which restrictions, conditions and covenants shall run with said property and enure to the benefit of and be binding upon the heirs, successors and assigns of Declarant and other acquiring parties and persons.

ARTICLE I

The real property (the "property") which is, and shall be held, transferred, sold and conveyed subject to this Declaration is located in Flat River Township, Person County, North Carolina and more particularly described as follows:

BEING all of Lots 1 through 45, inclusive, as shown on Subdivision Survey of Phase I of Holeman Plantation, now on file in the Office of the Register of Deeds of Person County in Plat Cabinet 13, at ^{tabler} ~~Page~~ 48, to which plat reference is hereby made for a more particular description of same.

Declarant hereby grants unto itself and the future record owners of the aforesaid property adjoining and abutting the roads as shown on the aforesaid recorded plat and as said roads may be extended into the aforesaid property, perpetual ingress, egress and regress over, on and under the said roads including the use of the roads for the purposes of installation and maintenance of utilities.

TO HAVE AND TO HOLD the above-described easement as an appurtenance to all of the property, which easement shall run with said lands forever.

ARTICLE III

The Roads shall be maintained to Department of Transportation standards for the current class of Roadway now and as the same may be revised from time to time.

For so long as Declarant shall be willing and able to serve it shall be responsible for:

1. Determining what maintenance is necessary in order to maintain Planters Way and Old Lantern Road;
2. Contracting repairs and notifying the owners of the Lots abutting Planters Way and Old Lantern Road of their respective assessments at least annually; and
3. Estimating the costs of maintenance in advance, and depositing the funds received in a separate account, the records of which shall be available for inspection by any owner subject to assessment.

If at any time Declarant is unable or unwilling to provide for the maintenance of said roads, the owners of the subdivided lots as shown on the recorded plat herein before referred to shall be responsible for maintenance as herein provided. Any owner of a subdivided lot within said property served by said roads or the owner of any interest therein, shall have the right to enforce the maintenance standard by sending by registered or certified mail, return receipt requested, written notice of all proposed maintenance and of the time and place of a meeting of the said record owners (said meeting to take place no less than 10 days following the mailing of such notice) to all such record owners at their last known addresses as shown on the Person County Tax Records.

At such owners' meeting all maintenance shall be approved by a majority of the votes cast (each owner having one vote for each subdivided lot owner and three for each dwelling unit on a lot).

Every owner of any of the aforesaid property using said roads shall bear on a pro-rate basis the cost of maintaining said roads, this being each owners' pro-rate share for grading costs, gravel, or rock hauled in to fill ruts, holes, and washed-out sections and necessary replacement of or additional drainage culverts.

Each owner's pro-rate share of the maintenance costs of said roads shall be the total cost of maintenance multiplied by said owner's votes and divided by the total of the owner's votes within the property. Each owner's pro-rate share of the maintenance cost of said roads shall be due and owing to whichever other owner initiated the maintenance enforcement within 10 days of the said owner's meeting. If not paid by that time, said initiating owner may file suit for the same on behalf of all of the owners.

Notwithstanding the vote at the owners' meeting, nothing in this Declaration of Restrictions shall be construed as denying any owner the right to see that the roads are maintained to the referenced standards, and any owner may require that the maintenance requirements be submitted to binding arbitration under the rules and regulations of the American Arbitration Association (as governed by the Uniform Arbitration Act of North Carolina, North Carolina General Statutes Section 1.567.1 et esq, as it may be from time to time amended) by notice mailed to all said record owners at their last known addresses by registered or certified mail, return receipt requested, by 5:00 p.m. on the second working day following the owners' meeting, unless such arbitration notice is sent, the vote of the majority of the owners shall be conclusive as to what maintenance is mandated by this Declaration of Restrictions.

ARTICLE IV

It is probable that future development of the property described in Article I will require upgrading of the roads providing access to the property described in Article I to either a higher road standard or to North Carolina Department of Transportation standards. In the event that Person County or any other governmental body, as a condition to the approval of any further subdivision of the property described in Article I, may require said roads to be upgraded or publicly dedicated and constructed to Department of Transportation standards, then in the event, Declarant and all persons taking title to the property described in Article I shall be responsible for maintenance and the costs of maintenance of the entire road system to the new standard on the point system described in Article III. Provided, however, that the initial cost of construction of the roads or any portion of the roads to a higher road standard or to Department of Transportation standards shall be borne solely by the owners of the portion of said property, the subdivision of which requires that the roads or any portion of it be upgraded. The cost of construction of the roads or any portion of it to a higher road standard or to Department of Transportation Standards shall be shared by the owners responsible for the upgrading according to the system described in Article III.

...the said roads within the aforesaid property, or to
system shall be borne by all the record owners of any property served by the entire road system
as set forth in Article III; provided, however, that the initial costs of constructing any extension
of the roads shall be borne solely by the owners of the portion of said property abutting said road
extension as they may agree, or if they do not agree, then among them by the same point system
as set out above.

ARTICLE VI

The agreement shall remain in full force and effect as to said roads or any portion thereof
until such time as said roads or any portion thereof shall be taken over by the North Carolina
Department of Transportation for maintenance purposes, and any portion of said roads not so
taken over by the North Carolina Department of Transportation shall remain subject to this
Agreement. Declarant accepts all liability related to the use and maintenance of said roads and
agree to hold Person County and the State of North Carolina harmless from such liability.

ARTICLE VII

This agreement is to govern the maintenance of said roads when subject to ordinary use.
If any owner liable under this agreement shall cause any extraordinary wear and tear on said
roads by building, well drilling, or other heavy use, said owner shall be responsible to pay such
extraordinary costs of maintenance as is caused by said use. If the responsibility for such
extraordinary costs of maintenance is not agreed between the owners at an owners' meeting
called under the provisions of Article III above, the responsibility for said cost shall be subject to
binding arbitration as set out in Article III above.

ARTICLE VIII

This Agreement shall run with and be appurtenant to the land and shall be binding upon
the heirs, successors, and assigns of each record owner of the aforesaid property. When used in
this Agreement, the singular shall include the plural, the masculine shall include the feminine
and the neuter, and visa versa, as the meaning may require.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed on the day and year first above written.

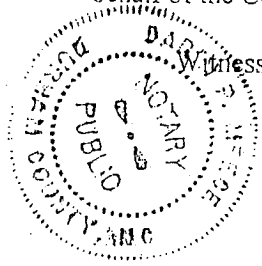
FLAT RIVER ASSOCIATES, LLC, a North Carolina Limited Liability Company

By: William C. Roberts, Jr. (SEAL)
_____, Member-Manager

NORTH CAROLINA

COUNTY OF DURHAM

I, DARIN P. MEECE, a Notary Public for said County and State, do hereby certify that WILLIAM C. ROBERTS, JR., Member-Manager of FLAT RIVER ASSOCIATES, LLC, A North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Company.



Witness my hand and notarial seal this the 14 day of AUGUST, 2002.

[Signature]
Notary Public

My commission expires:

9-28-05

NORTH CAROLINA
PERSON COUNTY

The foregoing certificate(s) of Darin P. Meece (Durham County, NC)

a Notary(ies) Public of the governmental unit designated is certified to be correct. This instrument was presented for registration and recorded in this office at Book 388, Page 334.

This 16th day of August, 2002 at 1:32:02 o'clock P m.

[Signature]
AMANDA W. GARRETT, REGISTER OF DEEDS IN PERSON COUNTY

FILED in PERSON County, NC
on Aug 18 2002 at 01:32:30 PM
by: AMANDA H. GARRETT
REGISTER OF DEEDS
BOOK 388 PAGE 339

STATE OF NORTH CAROLINA

COUNTY OF PERSON

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
(RESIDENTIAL RESTRICTIONS)
HOLEMAN PLANTATION

This Declaration of Covenants, Conditions and Restrictions for Holeman Plantation made and entered into this the 16 day of AUGUST, 2002 by FLAT RIVER ASSOCIATES, L.L.C., a North Carolina Limited Liability Company, 8362 Johnson Mill Road, Bahama, North Carolina, 27503 (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain Properties located in the County of Person, State of North Carolina, and

WHEREAS, Declarant desires to subject the Properties to certain protective covenants, conditions, restrictions and easements as hereinafter set forth, and

NOW, THEREFORE, Declarant hereby declares that all of the Properties described hereinafter shall be held, sold and conveyed as part of its general plan of development subject to the following easements, restrictions, covenants and conditions, which are for the purpose of enhancing and protecting the value and desirability of, and which shall run with, the Properties and be binding

on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall enure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "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 performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property more particularly described on Schedule A attached hereto and incorporated herein by this reference.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the open areas and dedicated road rights-of-way.

Section 4. "Declarant" shall mean and refer to FLAT RIVER ASSOCIATES, L.L.C., a North Carolina Limited Liability Company, 8362 Johnson Mill Road, Bahama, North Carolina, 27503, its successors and assigns (if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development).

ARTICLE II

ARCHITECTURAL AND APPEARANCE CONTROL

Section 1. Residential Use. Each Lot shall be used solely and exclusively for residential purposes and no dwelling shall be erected or allowed to remain upon any Lot except one detached, single-family private residence not exceeding two and one-half (2 1/2) stories and an attic in height as measured from the street grade of the Lot, a garage and other appurtenances as may be approved

by the Declarant.

Section 2. Required Land Area. No Lot may be subdivided by sale or otherwise so as to reduce the total area of the Lot as shown on any subdivision map of the Properties recorded by Declarant, provided, however, that Lots may be combined, and that Lot lines may be adjusted among Lots by Declarant or Owner subject to governmental approval provided that the total number of Lots shall not be increased.

Section 3. Approval of Structural Design. No residence, building, fence, wall, driveway, mail box, bus shelter, swimming pool, storage facility, landscape lighting, lights, utility shed, satellite dish, or other structure or appurtenance shall be erected, altered, remodeled, added to, or allowed to remain upon any Lot unless the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing by the Holeman Plantation Architectural Review Committee (hereinafter referred to as "the Committee") or its designate, and construction must be accomplished in strict conformity with such plans as approved; unless otherwise expressly agreed to in writing "the Committee" by or its designate. "The Committee" or its designate shall have the sole right, authority and complete discretion to approve or disapprove the plans and specifications for any reason, including, but not limited to, exterior colors and appearance, landscaping, location of the structure or structures and aesthetics. In the event "the Committee" or its designate does not approve or disapprove the plans and specifications in writing within thirty (30) days from the date they are received by it, this approval right will be waived and this covenant will be deemed to have been fully complied with. The Holeman Plantation Architectural Review Committee shall consist of the Declarant, or its designate, until such time as the Declarant shall resign, at which time said Committee shall be

comprised of three members appointed by the Holeman Plantation Homeowners Association, Inc.

Section 4. Utilities Easement. In addition to such easements as may be reserved on any recorded plat, there is reserved an easement for and the right at any time in the future to grant a right-of-way and easement not more than ten (10) feet in width from any rear or side lot line for the purpose of drainage, underground or above ground installation, repair and maintenance of poles, street lights, lines, conduits, pipes and other equipment necessary to or useful in furnishing electric power, gas, sewer, cable and telephone service and any other utilities for or to the Lots.

Section 5. Radio and Television Antennae. No exposed or exterior radio or television transmission or receiving antennae shall be erected, placed or maintained on any part of a Lot or upon a structure thereon which shall exceed the height of the trees upon such Lot.

ARTICLE III

USE RESTRICTIONS

Section 1. Use of Properties. No portion of the Properties (except for a temporary office and/or sales model of the Declarant maintained for development and sales purposes) shall be used except for residential purposes incidental or accessory thereto. This provision shall not be construed so as to prohibit domestic or health care personnel who work and provide on-premises services to or for the Owner, members of his family, his lawful tenants or contract purchasers from being provided with a place of residence within any residence situated on a Lot.

(a) Except as may be erected by the Declarant, its successors or assigns, no commercial signs, with the exception for a "For Sale" or "For Rent" sign no more than two feet in width and three feet in height, shall be erected or maintained on any Lot. Such signs as allowed hereunder, being temporary in nature shall not be subject to any set back requirement imposed by Article II,

Section 3.

(b) No house trailers shall be permitted on any Lot. Boats, trailers, campers, tents or temporary building shall not be permitted on any Lot except in areas where they cannot be viewed from the streets. However, house trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of residential structures and shall be removed from the Lot within ten (10) days after a certificate of occupancy shall be issued for the residential structure or improvement being constructed.

(c) No motor vehicles or equipment of any kind shall be regularly stored upon the premises except in enclosed garages. No motor vehicles may be parked upon the roadway serving the property; it being the intent for each property owner to provide proper parking for their vehicles within the lot

(d) No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance, except that such tanks may be placed above-ground provided they are kept in a screened enclosure which must be compatible in appearance and locale with the previously constructed residential structure. Any such screened enclosure must exceed in height by at least one (1) foot any such tank as may be placed therein.

Section 2. Hobbies and Activities. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any part of any Lot.

Section 3. Animals and Pets. No stable, poultry house or yard, rabbit hutch or other similar structure shall be constructed or allowed to remain on any Lot, nor shall livestock of any nature or

classification whatsoever be kept or maintained on any Lot without the express written permission of the Declarant. However, a reasonable number of household pets shall be permitted, provided they are not raised for commercial purposes and subject to Article II, Section 3, a structure or enclosure may be erected in the rear yard for such household pets that are to be kept out-of-doors.

Section 4. Prohibited Activities. Noxious, offensive or loud activities shall not be carried on upon any Lot. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.

Section 5. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Properties shall be observed. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

Section 6. Dwelling Quality and Size. No dwelling containing less than 1800 square feet of finished heated living area, exclusive of basements, garages, carports, storage areas, breezeways and stoops, shall be erected upon any lot embraced within the aforescribed Property. For a two (2) or two and one-half (2 ½) story dwelling, the first (1st) floor shall contain not less than 1300 square feet, exclusive of storage areas, carports, breezeways or stoops. A ten percent (10%) variance in this minimum dwelling size requirement may be allowed upon prior written approval of the Declarant, although no obligation to allow such variance upon request is hereby created. All dwellings erected thereon shall be of good standard quality workmanship and the materials used therein shall be of standard and approved quality. No mobile home, manufactured home or modular home, either single-wide or double-wide, shall be permitted.

Section 7. Setbacks. No dwelling or structure shall be placed or constructed nearer than

seventy-five (75.0) feet to the front property line.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant or its delegate, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants, conditions and restrictions of the Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for two successive period of ten (10) years each. This Declaration may be amended during the first thirty (30) year period by an instrument approved by not less than the record Owners of seventy-five percent (75%) of the Lots.

Section 4. Amendment Form. If any amendment to these covenants, conditions and restrictions is so approved, each such amendment shall be delivered to the Declarant or its delegate. Thereupon, the Declarant or its delegate shall within thirty (30) days, do the following:

(a) Reasonably assure itself that the amendment has been validly approved by the Owners of the required number of Lots. (For this purpose, the Declarant or its delegate may rely upon the evidence of record title available in the Person County Registry, but shall not be required to cause

any title to any Lot to be examined.)

(b) Attach to the amendment a certification as to its validity, which certification shall be executed by the Declarant or its delegate in the same manner that deeds are executed.

(c) Immediately, and within the thirty (30) day period aforesaid, Declarant or its delegate shall cause the amendment to be recorded in the Person County Registry.

All amendments shall be effective from the date of their recordation in the Person County Registry, provided, however, that no such instrument shall be valid until it has been indexed in the name of the Declarant. When any instrument purporting to amend the covenants, conditions, and restrictions has been certified by the Declarant or its delegate, recorded, and indexed as provided by this Section, it shall be conclusively presumed that such instrument constitutes a valid amendment as to all persons thereafter purchasing any Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 14 day of August, 2002.

FLAT RIVER ASSOCIATES, L.L.C., a North Carolina
Limited Liability Company

By: William C. Roberts, Jr. (SEAL)
William C. Roberts, Jr., Member-Manager

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

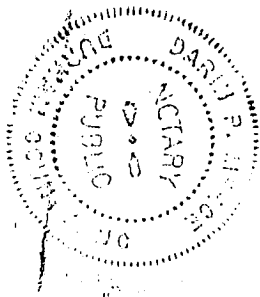
I, DARIN P. MEECE, a Notary Public for said County and State, do hereby certify that William C. Roberts, Jr., Member-Manager of FLAT RIVER ASSOCIATES, L.L.C., a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Company.

Witness my hand and notarial seal this the 14 day of AUGUST, 2002

[Signature]
Notary Public

My commission expires:

9-28-05



NORTH CAROLINA
PERSON COUNTY

The foregoing certificate(s) of Darin P. Meece (Durham County, NC)
a Notary(ies) Public of the governmental unit designated is certified to be correct. This instrument was presented for registration and recorded in this office at Book 388 . Page 339
This 16th day of August, 2002 at 1:32:30 o'clock P m.

[Signature]

AMANDA W. GARRETT, REGISTER OF DEEDS IN PERSON COUNTY

LEGAL DESCRIPTION
SCHEDULE A

BOOK 388 PAGE 348

BEING all of Lots 1 through 45, inclusive, as shown on Subdivision Survey of Phase I of Holeman Plantation, now on file in the Office of the Register of Deeds of Person County in Plat Cabinet 13 at ~~HANGER~~ Page 48. to which plat reference is hereby made for a more particular description of same.

S.R. 1121
SITE
S.R. 1123
S.R. 1124

Person/Co.
Orange Co.

The undersigned owner of the property being shown on the attached plat and subdivision hereby certifies that he obtained the name of surveying and plotting shown on this plat and private streets, easements and other items as designated upon said plat use hereby intended for such use.

Owner _____ Date _____
NORTH CAROLINA _____ COUNTY _____
I, Ernest B. Wood, Jr., Historically Public, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing plat.
Witness my hand and seal this _____ day of _____ 19____
By my commission expires _____
Notary Public _____

VICINITY MAP - No Scale

I hereby certify that the subdivision plat as depicted herein has been generated and approved pursuant to the Person County Subdivision Regulations.

Paul Murphy 11/11/2002
Person & Town Administrator Date

State of North Carolina
County of Person
I, *Paul Murphy*, Review Officer of Person County, certify that the map or plat to which this certificate is affixed meets all statutory requirements for recording.

Paul Murphy 11/11/2002
Review Officer Date

STATE OF NORTH CAROLINA, COUNTY OF PERSON
I, Ernest B. Wood, Jr., certify that this plat was drawn under my supervision from an actual survey made under my supervision (best description recorded in Book 3124, page 152, etc.) (Other); that the boundaries not surveyed are clearly indicated as drawn from information furnished in (1) (2) (3) (4); that the ratio of precision as calculated is (1) (2) (3); that this plat was prepared in accordance with G.S. 47-30 as amended.
Witness my original signature, registration number, and seal this _____ day of _____ A.D. 2002.

E. B. Wood 11-24-02
REGISTERED LAND SURVEYOR REGISTRATION NO.

- 1. I hereby certify:
 - (a) That the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.
 - (b) That the survey is located in a portion of a county or municipality that is unincorporated as to an ordinance that regulates parcels of land.
- 2. Any use of the following:
 - (1) That the survey is of an existing parcel or parcels of land and does not create a new street or change an existing street.
 - (2) That the survey is of an existing building or other structure, or related features, such as a submergence, or
 - (3) That the survey is a control survey.
 - (4) That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.
- 3. That the information available to the surveyor to such that the surveyor is unable to make a determination to the best of the surveyor's professional ability as to provisions contained in (a) through (d) above.

E. B. Wood 6-24-02
Registered Land Surveyor Date

LEGEND
--- Exist. iron pin
--- Iron pin set
--- South or true pt. only
--- Exist. stone or conc. man.
--- Conc. man. set
--- N.C.G.S. man. (metric control)

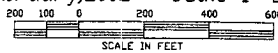
E. B. WOOD
Land Surveying
252 N. Lamar St. Phone
Roxboro, NC 27573 (336) 599-3600

PLAT CARRIED BY HUNGER 1/28
That in Person County Register of Deeds on the _____ day of _____ 19____
Ernest B. Wood
Ernest B. Wood, Registrar of Deeds

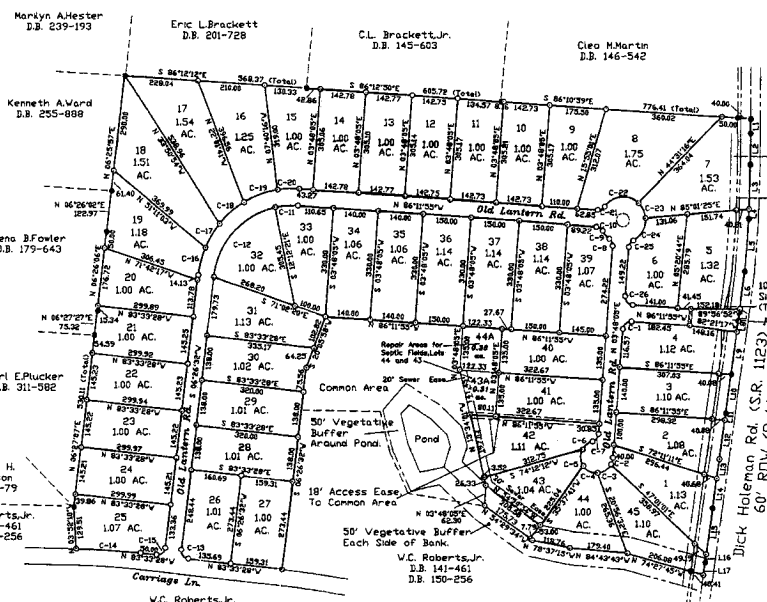
- C-1 B-90-00-00 R-25.00 ARC-29.87 C-97-48-48-05-V 35.36
- C-2 B-92-00-00 R-25.00 ARC-30.11 C-98-10-10-10-V 35.36
- C-3 B-94-00-00 R-25.00 ARC-32.34 C-99-54-54-31-V 35.06
- C-4 B-96-00-00 R-25.00 ARC-32.38 C-99-57-57-31-V 35.00
- C-5 B-98-00-00 R-25.00 ARC-32.38 C-99-57-57-31-V 35.00
- C-6 B-97-27-18 R-25.00 ARC-34.41 C-99-56-56-15-E 40.24
- C-7 B-79-31-44 R-25.00 ARC-36.77 C-99-59-59-57-E 58.87
- C-8 D-98-14-35 R-25.00 ARC-35.41 C-99-59-59-12-V 24.33
- C-9 B-98-31-14 R-25.00 ARC-35.28 C-99-59-59-11-E 35.27
- C-10 B-98-14-35 R-25.00 ARC-35.41 C-99-57-57-31-V 24.33
- C-11 B-96-37-14 R-25.00 ARC-37.00 C-99-59-59-10-E 35.81
- C-12 B-97-43-29 R-25.00 ARC-38.64 C-99-51-48-32-V 28.61
- C-13 B-98-00-00 R-25.00 ARC-39.57 C-99-59-59-10-E 35.56
- C-14 B-98-00-00 R-25.00 ARC-39.57 C-99-59-59-10-E 35.56
- C-15 B-98-00-00 R-25.00 ARC-39.57 C-99-59-59-10-E 35.56
- C-16 B-98-00-00 R-25.00 ARC-39.57 C-99-59-59-10-E 35.56
- C-17 B-98-00-00 R-25.00 ARC-39.57 C-99-59-59-10-E 35.56
- C-18 B-98-00-00 R-25.00 ARC-39.57 C-99-59-59-10-E 35.56
- C-19 B-98-00-00 R-25.00 ARC-39.57 C-99-59-59-10-E 35.56
- C-20 B-98-00-00 R-25.00 ARC-39.57 C-99-59-59-10-E 35.56
- C-21 B-98-00-00 R-25.00 ARC-39.57 C-99-59-59-10-E 35.56
- C-22 B-98-00-00 R-25.00 ARC-39.57 C-99-59-59-10-E 35.56
- C-23 B-98-00-00 R-25.00 ARC-39.57 C-99-59-59-10-E 35.56
- C-24 B-98-00-00 R-25.00 ARC-39.57 C-99-59-59-10-E 35.56
- C-25 B-98-00-00 R-25.00 ARC-39.57 C-99-59-59-10-E 35.56
- C-26 B-98-00-00 R-25.00 ARC-39.57 C-99-59-59-10-E 35.56
- C-27 B-98-00-00 R-25.00 ARC-39.57 C-99-59-59-10-E 35.56
- C-28 B-98-00-00 R-25.00 ARC-39.57 C-99-59-59-10-E 35.56
- C-29 B-98-00-00 R-25.00 ARC-39.57 C-99-59-59-10-E 35.56
- C-30 B-98-00-00 R-25.00 ARC-39.57 C-99-59-59-10-E 35.56

Subdivision Survey Of Phase I Holeman Plantation

Flat River Twp., Person Co., N.C.
February, 2002 Scale 1"=200'



Ernest B. Wood, Jr. PLS-2648
252 N. Lamar St., Roxboro, N.C. 27573



DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS
PROPOSED SUBDIVISION ROAD DESIGN
STANDARD CERTIFICATION
APPROVED: *[Signature]*
DISTRICT ENGINEER
DATE: 6/24/02

LINE	BEARING	DISTANCE
1	S 00°13'00"E	43.42
2	S 00°11'37"E	34.80
3	S 00°34'58"E	30.78
4	S 03°45'23"E	160.37
5	S 04°45'23"E	114.47
6	S 08°46'30"E	31.37
7	S 07°21'21"E	36.83
8	S 07°21'21"E	33.69
9	S 07°21'21"E	119.82
10	S 07°21'21"E	50.45
11	S 07°21'21"E	121.24
12	S 07°19'51"E	64.74
13	S 07°19'51"E	30.30
14	S 07°21'21"E	140.98
15	S 07°21'21"E	25.13
16	S 07°21'21"E	58.29

A MINIMUM OF 4 HOMES MUST HAVE PRIMARY DRIVEWAY ACCESS TO INTERIOR ROADS TO MEET DENSITY REQUIREMENTS.
ONLY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION APPROVED STRUCTURES ARE TO BE CONSTRUCTED ON PUBLIC RIGHT OF WAY.
INTERIOR ROADS WILL BECOME PUBLIC AND MAINTENANCE WILL BE ASSUMED BY N.C.D.O.T. WHEN ALL REQUIREMENTS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION ARE MET.
ALL INTERIOR ROADS HAVE 50' RIGHT OF WAYS.

Plat Cab 13 48