

188 615

NORTH CAROLINA
PERSON COUNTY

PROTECTIVE COVENANTS AND EASEMENTS

THIS DECLARATION, made this 29th day of September, 1986, by Robert Jackson Woody and Joe Cary Woody, hereinafter called Declarants.

W I T N E S S E T H:

WHEREAS, the Declarants are the owners of the real property described in Article I of this Declaration and are desirous of subjecting said real property to the protective covenants and easements hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and to each and every lot or parcel thereof, and shall apply and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarants hereby declare that the real property described in and referred in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants and easements set forth below:

ARTICLE I

The real property which is and shall be held, transferred, sold and conveyed subject to the protective covenants and easements set forth in the Articles of this Declaration is located in the County of Person, State of North Carolina, Flat River Township and is more particularly described as follows:

That tract or parcel of land lying and being in Flat River Township, and being more specifically shown and depicted as Lots Number 1 through 8, Lots 11 through 24 and Lots 60 and 61 on that plat and survey entitled "THE FORKS", property of R. J. Woody and J. C. Woody as recorded in Plat Cabinet 3, Page 59 of the Person County Registry and Lots 9A, 9B and 10 on that plat and survey entitled "THE FORKS, REVISION OF LOTS 9, 10 and 44," property of R. J. Woody and J. C. Woody as recorded in Plat Cabinet 4, Page 113 of the Person County Registry. There is also included with this dedication a 60-foot wide private road leading from State Road 1749, common corner with Lots Number 1 and 61, which private road terminates in a cul de sac in the general area of Lots 14, 15 and 16.

Said plats as herein stated above being specifically incorporated herein for a more accurate metes and bounds description of the lots and road incorporated herein.

ARTICLE II

The real property described in Article I hereof is subjected to the following covenants and easements:

1. All of the provisions, requirements and restrictions hereinafter set forth shall be construed as covenants running with the land and binding upon the parties hereto and their respective heirs, successors and assigns; it being the purpose and intent hereof that such provisions, requirements and restrictions shall inure to the benefit and advantage of the owners of any lot or parcel of land in said subdivision, and that the same may be enforced and violations thereof restrained by any such owner or owners.
2. No failure or neglect on the part of any owner of the land embraced in said subdivision to demand or insist upon the observance of any such provisions, requirements or restrictions or to proceed for the restraint of violation thereof shall be deemed a waiver of any such violation or operate as an estoppel to restrain a continuance thereof. Nor shall a waiver of any such provisions, requirements or restrictions in any way be deemed a waiver of any other default, whether of the same or of a different nature.

3. The property is restricted to single-family residential use and agricultural purposes.

4. There shall be no subdivision of any lot in this subdivision without the written consent of the developers, R. J. Woody and J. C. Woody. No more than one residence with customary outbuilding shall be permitted on any lot without written consent of the developers, R. J. Woody and J. C. Woody.

5. No lot shall be used as an entranceway to property not located in this subdivision except it is agreed and understood that the 60-foot wide private roadway leading from State Road 1749, shall be used as an access route to another 60-foot wide right of way as shown and depicted on that plat and survey entitled "THE FORKS" as recorded in Plat Cabinet 3, Page 59 of the Person County Registry.

6. No animals or fowl shall be kept or allowed to remain on any of said lots for commercial purposes, and no animals other than household pets shall be allowed to remain on any of the said lots for any purposes. No swine or other animals which create an offensive odor shall be permitted upon the premises at any time.

7. No inoperative, junked or discarded vehicles or other obnoxious, unsightly, or unhealthy materials such as discarded tires, appliances, or vehicles shall be allowed on said premises, and no obnoxious activities shall be carried on or allowed upon said premises.

8. No unlicensed vehicle shall be allowed to remain upon any lot for longer than thirty (30) days unless it is stored inside a building.

9. No property owner shall allow or permit any resident of his or her household to operate a motorized vehicle (including go-carts, motorbikes, golf-carts, or tractors) who is not licensed to operate a motor vehicle on the public streets and highways of the State of North Carolina, on any of the private roads in this development.

10. None of the foregoing lots shall be used for any commercial purpose with the exception that any lot owner having a dwelling upon such lot may rent said dwelling to a one-family renter.

11. All driveways installed to reach said lots must use a pipe in sufficient size and length to meet the State standards then in effect, to the extent that any private road may become a public road if the property owners so desire.

12. All water wells and septic tanks must comply with the Department of Health requirements of Person County and the State of North Carolina.

13. All buildings must be set back at least forty (40) feet from the front line and ten (10) feet from the side or back line of said lot.

14. No mobile home, manufactured home or modular home, either singlewide nor doublewide shall be permitted in this portion of the subdivision enumerated in Article I above.

15. No trailer, basement, tent, camper, shack, garage, barn or other outbuilding erected on a lot shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted.

16. All residential structures located on the property shall have a minimum of 1,250 square feet of heated floor space, exclusive of basements and garages. All structures located on the property shall have underpinning appropriate for the structure which shall be a part of the plans submitted to the declarants for approval as set out in Paragraphs 17 and 18.

17. The Declarants reserve unto themselves and their assigns, the right to approve or disapprove all proposed exterior building plans for any house constructed on said property. A person, firm or partnership desiring to build on a lot shall submit in writing, to R. J. Woody and J. C. Woody or their assigns, a copy of the houseplan proposed to be constructed on said property. If said houseplan is not approved or rejected in written form by R. J. Woody and J. C. Woody or their assigns within thirty (30) days of the receipt of said plan, said plans shall be deemed acceptable to R. J. Woody and J. C. Woody.

18. Declarants reserve unto themselves and their assigns the right to approve or disapprove all proposed exterior building plans for any outbuildings or other structures located on the property which are not attached to the residence, prior to its construction. A person, firm or partnership desiring to build an outbuilding on a lot shall submit in writing to R. J. Woody and J. C. Woody or their assigns a drawing of the proposed building. If said drawing is not approved or rejected in written form by R. J. Woody or J. C. Woody or their assigns within thirty (30) days of the receipt of said drawing, said drawing shall be deemed acceptable to the Declarants.

19. No used materials may be used on the outside of any structure built on this property.

20. Any receiver or transmitter dish designed for television, radio or other communication equipment shall be located behind the residential structure at a place so that it is screened from the view of any person travelling on any street within the subdivision. Such site selection must be submitted to the Declarants for approval prior to installation. If a site selection is not approved or rejected by the Declarants or their assigns within thirty (30) days of the receipt of the proposed site location, said site location shall be deemed acceptable.

ARTICLE III

If any lot owner shall violate or attempt to violate the covenants herein contained during the term set out herein or any extensions thereof, it shall be lawful for any other person or persons owning any other lots in said subdivision to prosecute and bring any proceedings in law or equity against the violators, to prevent them from so doing said act, to remove said offending violation or to recover damages for such violations. Invalidations of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

PRIVATE ROADS:

The 60-foot wide private road shown and depicted on the plat of this subdivision shall be a private street, but shall be dedicated for the use of the owners of all of the lots designated herein. There is hereby created the Property Owners' Association for the purpose of establishing rules and regulations governing the speed limits, and for the maintenance of and the upkeep of these streets. The owners of each lot shall be deemed a member of the Property Owners' Association and shall be entitled to one vote per lot owned, at the annual meeting of such Association to be held on the second Monday of January of each year commencing with the year 1987. At the annual meeting, there shall be elected board of directors for one (1) year consisting of not less than two (2) or more than seven (7) members, and the members so elected shall be responsible for contracting and providing for the street regulations and maintenance of the private streets. The costs of any repairs and maintenance contracted by the board of directors of the Association shall be assessed equally to all of the lots. In the event a lot

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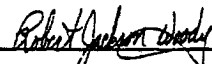
owner fails or refuses to pay his proportionate part of the street maintenance within ninety (90) days, the Association may enforce such payment through civil action to be instituted for such purpose in the General Court of Justice of Person County, North Carolina. The street maintenance assessment may not exceed One Hundred Dollars (\$100.00) per year per lot without two-thirds (2/3) vote of the entire Association. R. J. Woody and J. C. Woody, their heirs and assigns reserve the right to grant a general road easement to the North Carolina Department of Transportation or other governmental authority if they ever desire to include these roads in the public road system of the State of North Carolina.

UTILITY EASEMENTS:

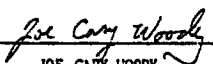
There shall be an easement reserved for the use of all utilities, public and private, to provide service to said subdivision fifteen (15) feet wide on both sides of the road as shown on said plats. R. J. Woody and J. C. Woody reserve the right to execute easements to utility companies requesting the same.

The protective covenants herein contained shall remain in force and effect and be binding upon the parties until September 31, 2006, at which time they shall be extended automatically for five (5) years. Thereafter, they shall be extended automatically for successive periods of five (5) years unless by a vote of a majority of the lot owners in said subdivision with each number lot being granted one vote, it is agreed to change, modify or abolish said covenants.

Witness our signatures this 29th day of September, 1986.



ROBERT JACKSON WOODY

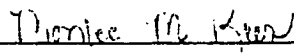


JOE CARY WOODY

NORTH CAROLINA
PERSON COUNTY

I, Montee M. Keen, a Notary Public of the aforesaid State and County do hereby certify that Robert Jackson Woody and Joe Cary Woody did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 29th day of September, 1986.



Notary Public

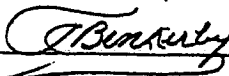
My Commission Expires:
10-26-86

NORTH CAROLINA
PERSON COUNTY

The foregoing certificate of Montee M. Keen, Notary Public is certified to be correct.

This the 29th day of September, 1986. At 4:15 o'clock P..M.
Book 188 Page 615

J. Ben Kirby
Register of Deeds
Person County

BY: 

PREPARED BY: RONNIE P. KING

NORTH CAROLINA
PERSON COUNTY

"THE FORKS"
AMENDED PROTECTIVE COVENANTS AND EASEMENTS

THIS DECLARATION, made this 28 day of September, 1987 by Robert Jackson Woody and Joe Cary Woody, hereinafter called "Declarants".

WITNESSETH:

WHEREAS, the Declarants are the owners of certain real property lying in the Flat River Township which property has previously been subjected to Protective Covenants and Easements as recorded in Book 188, Page 615 of the Person County Registry. Said property known as "THE FORKS"; and

WHEREAS, in paragraph 4 of said Restrictive Covenants, there is a provision wherein the Developers R. J. Woody and J. C. Woody, shall be permitted to re-subdivide any lot in the subdivision, if said re-division is in writing; and

WHEREAS, the Developers desire to subdivide lots, 10, 11, 12, 13, 14, 24, 60 and 61 within the subdivision, and to subject those lots and all other unsold lots in said subdivision to further restrictions;

NOW, THEREFORE, the Declarants do hereby amend those Protective Covenants and Easements previously recorded in Book 188, Page 615 of the Person County Registry, by substituting the following paragraphs for those paragraphs originally set forth in the Protective Covenants and Easements recorded in Book 188, Page 615 of the Person County Registry:

ARTICLE 1

The real property which is and shall be held, transferred, sold and conveyed subject to the Protective Covenants and Easements set forth in the Articles of this Declaration is located in the County of Person, State of North Carolina, Flat River Township and more particularly described as follows:

That tract or parcel of land lying and being in Flat River Township and being more specifically shown and depicted as Lots No. 1 through 8, Lots 11 through 24 and Lots 60 and 61 on that plat and survey entitled "THE FORKS, PROPERTY OF R. J. WOODY AND J. C. WOODY" as recorded in Plat Cabinet 3, Page 59 of the Person County Registry, and Lots 9A, 9B and 10 on that plat and survey entitled "THE FORKS, REVISION OF LOTS 9, 10, AND 44, PROPERTY OF R. J. WOODY AND J. C. WOODY" as recorded in Plat Cabinet 4, Page 113 of the Person County Registry, and lots 10, 10A, 11, 12, 12A, 13, 14, 24, 60, 60A and 61 as shown on that plat and survey entitled "THE FORKS, REVISION OF LOTS 10, 11, 12, 13, 14, 24, 60 AND 61, PROPERTY OF R. J. WOODY AND J. C. WOODY" as recorded in Plat Cabinet 4, Page 607 of the Person County Registry.

RONNIE P. KING
Attorney at Law
P. O. Box 738
Roxboro, N. C.

There is also included with this dedication a 60-foot wide private road leading from State Road 1749, common corner with Lots No. 1 and 61 which private road terminates any cul-de-sac in the general area of Lots 14, 15 and 16. Said plats as herein stated above being specifically incorporated herein for a more accurate metes and bounds description of the lots and roads incorporated herein.

There is excluded from the property described above, those lots which have been previously sold by Robert Jackson Woody and Joe Cary Woody, which deeds are of record prior to the execution of this Amended Protective Covenant and Easement.

ARTICLE II

1.

Paragraph 16 of the original Protective Covenants and Easements as recorded in Book 188, Page 615, shall be changed to read as follows:

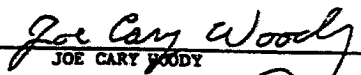
16. All residential structures located on the property shall have a minimum of 1450 square feet of heated floor space, exclusive of basements and garages. All structures located on the property shall have underpinning appropriate for the structure which shall be a part of the plans submitted to the Declarants for approval as set out in Paragraphs 17 and 18.

2.

These Amended Protective Covenants and Easements contained herein shall remain in force and effect and be binding upon the parties purchasing said property until September 31, 2006, at which time they shall be extended automatically for five years. Thereafter, they shall be extended automatically for successive periods of five years unless by vote of the majority of the lot owners in said subdivision with each lot number being granted one vote, it is agreed to change, modify or abolish said covenants.

WITNESS our signatures this 28 day of September, 1987.


ROBERT JACKSON WOODY


JOE CARY WOODY

FILED in PERSON County, NC
on Oct 17 2000 at 01:38:34 PM
by: AMANDA W. GARRETT
REGISTER OF DEEDS

BOOK 311 PAGE 470

PREPARED BY: ALAN S. HICKS
ATTORNEY AT LAW

NORTH CAROLINA
PERSON COUNTY

**PROTECTIVE AND RESTRICTIVE COVENANTS OF
THE FORKS, PHASE III**

THIS AGREEMENT AND COVENANT, made and entered into this the 12th day of October, 2000, by and between Diamond Land Development, LLC, hereinafter referred to as party of the first part; and its successors in title to any portion of those lands hereinafter described, parties of the second part;

WITNESSETH:

THAT WHEREAS, the party of the first part is seized of fee simple title in and to those certain lots or parcels of land lying and being in Flat River Township, Person County, North Carolina and being more particularly described as follows (the "Property"):

Being all of what is shown as Lots 1 through 21, inclusive, on that plat of survey entitled "THE FORKS, PHASE III", surveyed by Ernest B. Wood, Jr., PLS, dated June, 2000 and of record in Plat Cabinet 12, Hanger 261, Person County Registry, which plat is hereby specifically incorporated by reference herein for greater certainty of description.

AND WHEREAS, the party of the first part desires for the beneficial use of the Property, and for the benefit of future purchasers of any portion of the Property, that same shall be developed and for the time hereinafter set out, used exclusively for private residential purposes; to protect the owners of any portion of the Property against such improper use of any other portion of the Property as will depreciate the value thereof; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes, to insure the highest and best development of said Property; in general to provide adequately for a type and quality of improvement designed to enhance the value of investments made by the purchasers of any portion of the Property; and to provide for development of the Property in a manner which will be at least consistent with the minimum standard pursuant to which Phases I and II of The Forks have been developed.

NOW THEREFORE, in order to carry into effect such purpose, and in order that the Property might afford a maximum beneficial use to any owner of any part thereof for residential purposes, the party of the first part hereby covenants with any future owner of any part of said Property hereinabove described and does place the following restrictions upon the use of any part of said Property by itself or any successor in title, and the said party of the first part and any successors in title shall have title to the same subject to the restrictions upon its use hereby imposed:

1

PROPERTY SUBJECT TO COVENANTS

The Property which is and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in Flat River Township, Person County, North Carolina and is more particularly described as hereinabove set forth.

2

APPROVAL OF BUILDINGS PLANS AND DEVELOPMENT OF LOTS

No building, fence, wall or other structure or improvement of any nature whatsoever shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change

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or alteration therein be made until plans and specifications showing the nature, kind, shape, height, materials and location of same have been submitted to and approved in writing by the party of the first part as to harmony or external design and location in relation to surrounding structures, topography and finished ground elevation. Removal of trees from the Property shall be limited to those required for the location of buildings and driveways. No trees may be removed within 25 feet of the edge of any road right of way (which is wider than just the traveled portions of the road). Trees proposed for removal must be marked for and approved by the party of the first part prior to their removal. In the event that the party of the first part fails to give in writing any approval or disapproval required herein within thirty (30) days after submission to it of the information required, such inaction will operate as a waiver and this covenant shall be deemed to have been fully complied with. All approvals hereunder will not be unreasonably withheld.

3

DEVELOPMENT COMMITTEE

The party of the first part, or its duly appointed representative, shall make all decisions or approvals required or allowed under these covenants until such time as it voluntarily relinquishes this responsibility in writing to the other owners of the Property. Thereafter, a development committee (the "Committee") consisting of three persons, to be elected annually by the owners of a majority of lots in the subdivision, will assume all such responsibility. Once the Committee has been so constituted, a meeting of the owners of the lots in the subdivision shall be held during the month of May of each year and the members so elected shall be responsible for notifying all other owners of the time and place of the meeting to be held each year. At such meeting the lot owners or their representatives shall be entitled to one vote for each lot owned. Each lot owner shall be entitled to reasonable notice of the meetings. The Committee shall elect one of its members to serve as chairman and to preside over meetings of the Committee and of the lot owners. The Committee shall have the duties and responsibilities hereinafter specified. Members of the Committee shall not be entitled to compensation for services performed pursuant to this article or for any other purpose. After the party of the first part relinquishes responsibility for the Committee, the Committee shall, thereafter perform all functions of the party of the first part as provided for in these covenants.

4

DWELLING QUALITY AND SIZE

No dwelling containing less than 1600 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. A ten percent (10%) variance in this minimum dwelling size requirement may be allowed upon prior written approval of the party of the first part, 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.

5

LAND USES

The Property shall be used exclusively for single family residential purposes and no lot shall be subdivided. Any dwelling constructed thereon shall not exceed two and one-half stories in height (exclusive of basement) and it is understood that outbuildings such as garages and utility buildings are included within the foregoing restrictions and that any such buildings shall be constructed in harmony with the residential dwelling and of equal quality and finish.

6

BUILDING LOCATION

All buildings shall have a minimum set back of at least forty feet from any public or private road right of way, twenty feet from any side lot line and twenty-five feet from any rear lot line, unless

variance of these set back requirements is allowed by written decision of the party of the first part. The party of the first part reserves the right, but not the obligation, to grant such exceptions and to waive minor violations of the set back and side line requirements set forth herein, minor violations being defined as those not in excess of ten percent (10%) of the minimum requirements specified herein. All outbuildings other than attached garages or carports must be located behind an imaginary line constituting a continuation of the rear wall of the main residential dwelling.

7

EASEMENTS AND RIGHT OF ENTRY

- a. **Right-of-Way and Utility Easements.** An easement extending throughout the entire width of all private roadways serving lots which are a part of the Property is specifically reserved by the party of the first part for roadway purposes and for public utility and drainage purposes, and the party of the first part does reserve unto itself and its successors, heirs and assigns, the right to go upon such easements for the purpose of maintaining roadways and installing utility services and providing drainage. However, the party of the first part assumes no responsibility for extending utility services to any individual lot hereby restricted. The party of the first part further reserves the right to determine any other location of necessary rights of way or easements for utility purposes, and the right to subject the Property to contract with utility companies for the installation of underground electric cables which may require an initial contribution, and/or the installation of street lighting, which will require a continuing monthly payment to the utility provider by the owners of each lot within the Property. All utility lines serving an individual lot must be placed underground at the expense of the lot owner to the extent that such underground placement is possible consistent with the requirements and regulations of the applicable utility provider. Electrical service will be provided by the party of the first part in the right of way of access roads serving the Property, it being understood that it is the sole responsibility of the individual lot owners to extend same from that point to serve their individual lots. The party of the first part reserves the right to subject the Property to easements for the extension of septic drain line and the location of drain fields off-site relative to any portion of the Property on which a private septic system cannot be completely self-contained under applicable governmental regulations. The party of the first part also reserves the right to consent on behalf of the parties of the second part, and to execute any and all documentation for and on behalf of the parties of the second part, required in order to petition the North Carolina Department of Transportation to accept the development roads into the state highway system for maintenance purposes, and to grant to the North Carolina Department of Transportation the necessary easements for the road rights of way required in order to effectuate same.
- b. **Easements of Access.** Each and every owner is hereby granted an easement to pass over, use and enjoy all development roads and any other open spaces which may subsequently be designated as common areas. The party of the first part reserves the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any similar action reasonably necessary to provide economical and safe installation and service of roadways and utilities. The party of the first part reserves to itself, its successors and assigns every reasonable use and enjoyment of the development roads and all other lands subsequently designated as common areas in a manner not inconsistent with the provisions hereof.
- c. **Right of Entry.** The party of the first part reserves for itself, its successors and assigns, the right to enter upon any lot, such entry to be made by personnel with suitable equipment, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth and for the purpose of building, repairing or otherwise enforcing the provisions of these covenants, which entry shall in no event be deemed to be a trespass.

COMPLETION OF CONSTRUCTION

The exterior of all dwellings and other structures must be completed within twelve months after the commencement of construction, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities, and written extension has been granted by the party of the first part.

MAINTENANCE

- a. **During Construction.** During construction, the contractor or owner must keep the building site reasonably clean. All building debris, stumps, trees and other refuse must be removed from the Property as often as necessary in order to keep same in a neat and attractive condition. Such debris will not be dumped or allowed to remain on any part of the Property.
- b. **Buildings and Grounds.** It shall be the responsibility of each property owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds tending to substantially decrease the beauty and value of the neighborhood as a whole or the specific area affected. No weeds, underbrush or unsightly growth shall be permitted to grow or remain on any part of any lot and no refuse pile or unsightly accumulation shall be allowed to be placed or suffered to remain upon any portion of the Property. Where lots border on or contain ditches, drainage canals, ponds, swells or streams, the owner thereof shall keep that area, including the slopes down to the edge of the water, mowed and maintained regularly. Washouts or erosion on any portion of the Property shall be properly attended to by the respective owner.
- c. **Roads.** The expense of maintaining any and all private access roads serving any portion of the subject Property in a condition reasonably suitable for residential vehicular traffic shall be equally apportioned among each of those lots restricted hereby and served by the private roadways. The type and timing of such maintenance shall be determined and provided for by the party of the first part until such time as it shall voluntarily surrender said responsibility to the Committee. The party of the first part, and the Committee once it succeeds to this responsibility, shall establish and maintain a roadway maintenance fund and make all decisions as to the type and timing of maintenance. On or before May 1 of each year, beginning in 2001, the owner of each affected lot shall pay to the party of the first part or the Committee the sum of \$ 150.00, in order to establish a continuing fund for roadway maintenance purposes, unless and until such assessment is subsequently modified by the party of the first part or the Committee. The owners of lots purchased in the midst of a calendar year will pay at closing a prorated portion of the annual road maintenance fee for the year in which the closing occurs. The roadway maintenance fund (the "Fund") thus accumulated shall be maintained in and disbursed from a separate deposit account established and used solely for this purpose. Until the party of the first part surrenders roadway maintenance responsibility to the Committee, no such annual payment shall be required from the party of the first part for each of its unsold lots, but the party of the first part shall be responsible for any shortfall between the balance in the Fund and the amount required for road maintenance. After the Committee assumes road maintenance responsibility, the party of the first part shall pay an annual assessment amount for each of its unsold lots. The purchasers of any portion of the Property which is subject to the roadway maintenance provisions hereof hereby bind themselves, their heirs, successors and assigns to the obligations created hereby, and same shall constitute lawful obligations of each lot owner and shall be enforceable against said lot owner by the party of the first part or the Committee pursuant to all legal remedies allowed for the collection of debts.

PROHIBITED ACTIVITIES

The following restrictions must be observed by the owner of any portion of the Property, and by all guests and invitees:

- a. **Nuisance.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the surrounding Property owners.
- b. **Commercial Activity.** No business activity, trade or profession of any kind whatsoever shall be carried on or practiced upon any of the subject Property. No trade materials or inventories shall be stored upon the premises.
- c. **Motor Vehicles.** 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 in such a manner as to prohibit reasonable use of such roadways for purposes of ingress and egress. No motorized vehicles not validly registered and licensed as required by State law shall be operated within any portion of the Property, and no unlicensed operator may operate any vehicle within any portion of the Property.
- d. **Signage.** No signs or billboards shall be erected or maintained on the premises; however, this does not prohibit location of real estate signs upon any lot for the purpose of advertising such lot for sale.
- e. **Firearms.** No hunting or the discharge of firearms shall be conducted on any portion of the Property.

LAND USE CONTROL

The Property shall be used only for single family residential and related purposes. All dwellings must be owner occupied, unless rental is approved in advance by the party of the first part or the Committee. Use of any portion of the Property shall further be governed as follows:

- a. **Accumulation of Water.** No swimming pool or other excavation which may reasonably be expected to contain accumulations of water may be constructed upon any lot without the prior written consent of the party of the first part or the Committee.
- b. **Refuse.** No garbage or trash shall be burned, and no portion of the Property shall be used or maintained as a site for the storage of refuse. All garbage, trash or other refuse shall be kept in clean and covered receptacles located either to the rear of the residence or in an enclosed structure, such that same shall not be visible from any public or private road right-of-way. Property owners are required to have all refuse removed from the Property not less frequently than weekly.
- c. **Satellite Dishes.** No ground mounted full sized satellite signal receiving dish shall be erected upon any lot without the prior written consent of the party of the first part or the Committee, it being the purpose hereof to insure that same shall not unreasonably interfere with the rights and privileges of other lot owners and that the presence of such a devise is sufficiently screened from view in order to minimize its visibility.
- d. **Mail Receptacles.** The design, construction material and quality, color and location of all mail receptacles must be consistent with the residence and other approved structures to which same is appurtenant, and require the prior approval of the party of the first part or the Committee consistent with Section 2 hereof.

- e. **Outdoor Clothes Drying.** Clotheslines and other similar devices shall be located so as not to be visible from all public or private road rights-of-way.
- f. **Fuel Storage.** No fuel tanks or other similar storage receptacles may be exposed to view. Any such receptacles may be installed only in an accessory building with a screened area, or buried underground.
- g. **Recreation Equipment.** All recreation equipment, including, but not limited to, swings, picnic tables, grills, sand boxes, playpens and toys shall be located to the rear of the residence and must be maintained in a neat and orderly manner.
- h. **Driveways.** All driveways installed to reach any portion of the property from the subdivision road must use a pipe of sufficient size and length to meet North Carolina Department of Transportation standards then in effect for connection to a public road.

12

TEMPORARY OR APPURTENANT STRUCTURES

No structure of temporary character, whether trailer, basement, tent, shack or barn shall be erected or placed on any lot covered by these covenants. Any building of any kind detached from the main residence must receive the prior written approval of the party of the first part or the Committee. No detached building of any kind shall be used at any time for human habitation, either temporarily or permanently.

13

ANIMALS

No animals or poultry of any kind, other than household pets, may be kept or maintained on any part of the said Property. Household pets, not exceeding two (2), may be kept, provided: (i) they are not kept, bred, or maintained for any commercial purpose; (ii) when outside the residence they are either within a fenced enclosure or are restrained by a leash held by a responsible person, not simply tethered to an inanimate object; and (iii) they are not allowed to become a nuisance, whether by the making of noise, constituting a threat to persons or property, or otherwise. Any outside kennel or other structure designed to shelter a permitted animal must be within a fenced enclosure which complies with the provisions of Section 2 hereof and must be approved and constructed as provided for in Sections 2, 5 and 12 hereof.

14

PARKING

Adequate off street parking shall be provided by the owner of each lot for the parking of the automobiles of such owner or the residents of any dwelling constructed thereon. All cars shall be parked in a driveway, carport or garage. No oversized commercial vehicles shall be allowed on any portion of the Property. Any boats, campers and utility trailers shall be placed in a garage, carport or in the rear yard.

15

VIOLATIONS OF COVENANTS

- a. **Enforcement.** The party of the first part, the Committee or any other owner of any portion of the Property shall have the right to enforce, by any proceedings at law or

in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed pursuant to the provisions of these covenants. In addition, the party of the first part or the Committee shall have the right, but not the obligation, whenever there exists on any portion of the Property any condition which is in violation of this declaration, to summarily abate or remove same at the expense of the owner if, after 30 days prior written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass, and the party taking such abatement or removal action shall be entitled to recover the reasonable costs thereof from the violating party. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the continuing right to do so thereafter. The person or persons against whom any enforcement action shall also be required to pay all reasonable expenses incurred by those bringing the enforcement action, including reasonable attorney fees, which expenses may be taxed as a part of the costs awarded in any legal action, or may be recovered pursuant to all legal remedies allowed for the collection of debts.

b. **Subordination of Lien.** The lien which may be created for the expense of abatement or removal of any condition in violation of these covenants shall be subordinate and inferior to any mortgage then or thereafter encumbering such lot.

16

GENERAL PROVISIONS

a. **Duration and Amendment.** The covenants and restrictions herein contained shall run with and shall be binding upon the Property for a term of twenty (20) years from the date of recordation of this document, after which time same shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than 75% of the owners of the Property has been recorded, agreeing to change these covenants in whole or in part.

b. **Binding Effect.** The provisions of these covenants, both negative and affirmative and including, without limitation, the covenant to pay assessments, shall be binding upon and shall inure to the benefit of each lot and the owner of each lot, their heirs, successors and assigns.

c. **Severability.** Invalidation of any one or more of the provisions of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, all of which shall remain in full force and effect.

d. **Headings.** Headings are inserted only for convenience of reference and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer.

e. **Construction.** In all cases, the provisions of these covenants shall be construed together and shall be given that interpretation or construction which will best allow for strict enforcement and, if necessary, the provisions hereof shall be so extended or enlarged by implication as to make them fully effective consistent with the intent hereof.

f. **Waiver.** No failure or neglect on the part of any party entitled to enforce any of the provisions hereof, to demand or insist upon the observance thereof or to proceed for the restraint of violation thereof shall be deemed a waiver of any such violation. Nor shall a waiver or variance from any of the provisions hereof on any one occasion be in any way deemed a waiver of right to enforce the same or any other provision hereof on any other occasion.

IN WITNESS WHEREOF, the party of the first part has caused the duly authorized execution hereof, this the day and year first above written.

DIAMOND LAND DEVELOPMENT, LLC

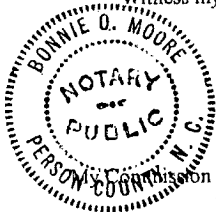
BY Willis L. Parker
Willis L. Parker, Manager

BY C. Derwin Charles
C. Derwin Charles, Manager

NORTH CAROLINA
PERSON COUNTY

I, Bonnie O. Moore, a Notary Public of the aforesaid State and County do hereby certify that Willis L. Parker and C. Derwin Charles, Managers of Diamond Land Development, LLC, personally appeared before me this date and duly acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 12th day of October, 2000.



Bonnie O. Moore
Notary Public

NORTH CAROLINA
PERSON COUNTY

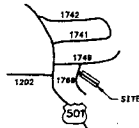
The foregoing certificate of Bonnie O. Moore (Person Co., NC), a Notary Public of the governmental unit designated, is acknowledged to be correct. Let this instrument and this certificate be registered.

Filed for registration on the 17th day of October, 2000, at 1:38:34 o'clock p.m., and duly recorded in the Office of the Register of Deeds of Person County, North Carolina, in Book 311, Page 470.

Amanda W. Garrett

Amanda W. Garrett, Deputy
Register of Deeds

AMANDA W. GARRETT



VICINITY MAP

NORTH CAROLINA PERSON COUNTY
 THE FOREGOING CERTIFICATE OF Anthony Ray Parish
 NOTARY PUBLIC OF THE GOVERNMENT LAST DESIGNATED
 IS CERTIFIED TO BE CORRECT. THIS PLAT WAS PRESENTED
 FOR REGISTRATION AND RECORDED IN THIS OFFICE AT
 PLAT CASKINET 1995, PAGE 25254 THIS 22ND DAY OF
 DECEMBER, 1995, AT 11:25 O'CLOCK P.M.
Charles W. Smith
 REGISTER OF DEEDS

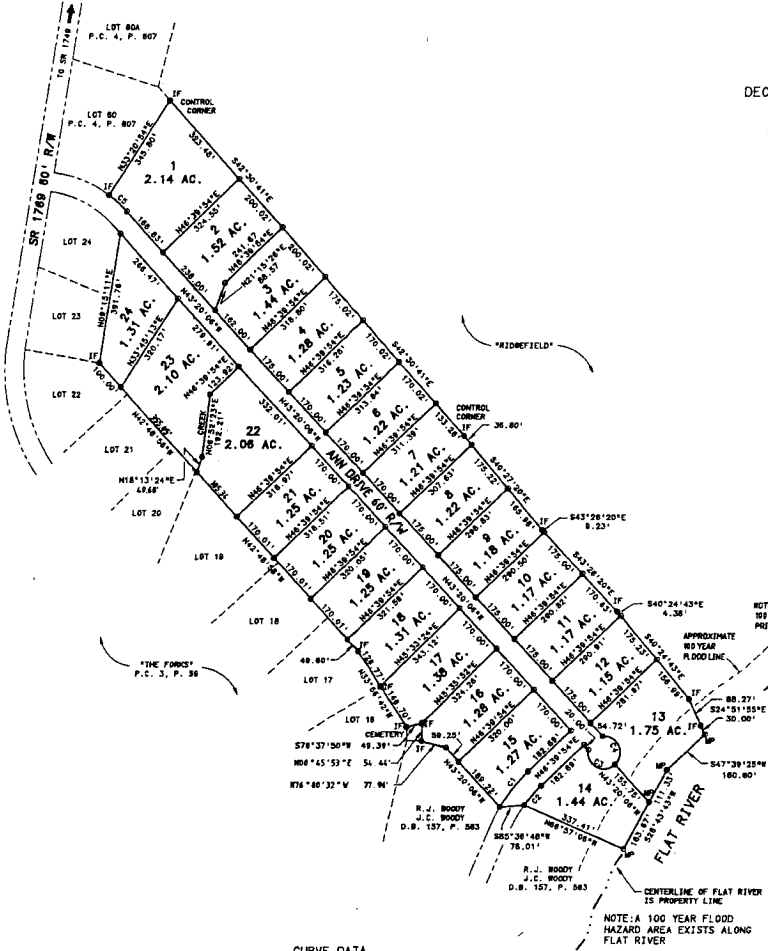
I, THE ABOVE CERTIFY THAT I AM THE OWNER OF
 THE PROPERTY SHOWN AND DESCRIBED HEREON, AND I AM
 SUBJECT TO ALL LIENS AND ENCUMBRANCES OF RECORD IN THE
 COUNTY REGISTER OF DEEDS OFFICE IN BOOK _____ PAGE _____
 AND THAT I HEREBY GIVE THIS PLAN OF SUBDIVISION
 WITH MY COURT FILED COMMITTEE, EXTENDING THE NEIGHBORHOOD
 BOUNDARY LINES, AND INDICATE ALL ALLEYS, PAVES, EASEMENTS,
 PAVES, OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED
 HEREON. I HEREBY CERTIFY THAT THE LAND AS SHOWN HEREON
 IS BOUND BY THE SUBDIVISION REGULATION JURISDICTION OF
 PERSON COUNTY, NORTH CAROLINA.

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT AS SHOWN
 HEREON HAS BEEN GRANTED FINAL APPROVAL PURSUANT TO THE
 PERSON COUNTY SUBDIVISION REGULATIONS.
Jim A. Kelly 1-19-96
 PLANNING AND ZONING ADMINISTRATOR

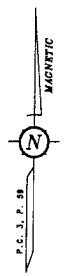
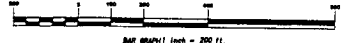
IRONS SET AT ALL CORNERS UNLESS
 OTHERWISE NOTED.
 LEGEND
 NF • NAIL FOUND
 NS ○ NAIL SET
 IF • IRON FOUND
 IS ○ IRON SET
 MP ○ MATHEMATICAL
 POINT

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

HAMLETT-JENNINGS & ASSOCIATES, P.A.
 REGISTERED LAND SURVEYORS
 212 S. LINCOLN STREET - PO BOX 1286
 ROXBORO NORTH CAROLINA 27573
 (910) 599-8742



RECOMBINATION
 PLAT OF SURVEY
THE FORKS
 PHASE II
 FLAT RIVER TWP., PERSON COUNTY, N.C.
 DECEMBER 1995, HAMLETT-JENNINGS & ASSOCIATES
 NEAL C. HAMLETT L-2465



NORTH CAROLINA PERSON COUNTY
 I, NEAL C. HAMLETT, CERTIFY THAT THIS
 SURVEY CREATES A SUBDIVISION OF LAND WITHIN
 PERSON COUNTY, BY THIS HAND AND SEAL, THIS
 22ND DAY OF DECEMBER, 1995.
Neal C. Hamlett
 REGISTERED 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 AS CAL-
 CULATED IS 1:10,000. THAT THIS PLAT WAS
 PREPARED IN ACCORDANCE WITH G.S. 47-30 AS
 AMENDED. BY MY ORIGINAL SIGNATURE,
 REGISTRATION NUMBER AND SEAL, THIS 22ND DAY
 OF DECEMBER, 1995.



SURVEYOR Neal C. Hamlett
 REGISTRATION NUMBER 1-2465

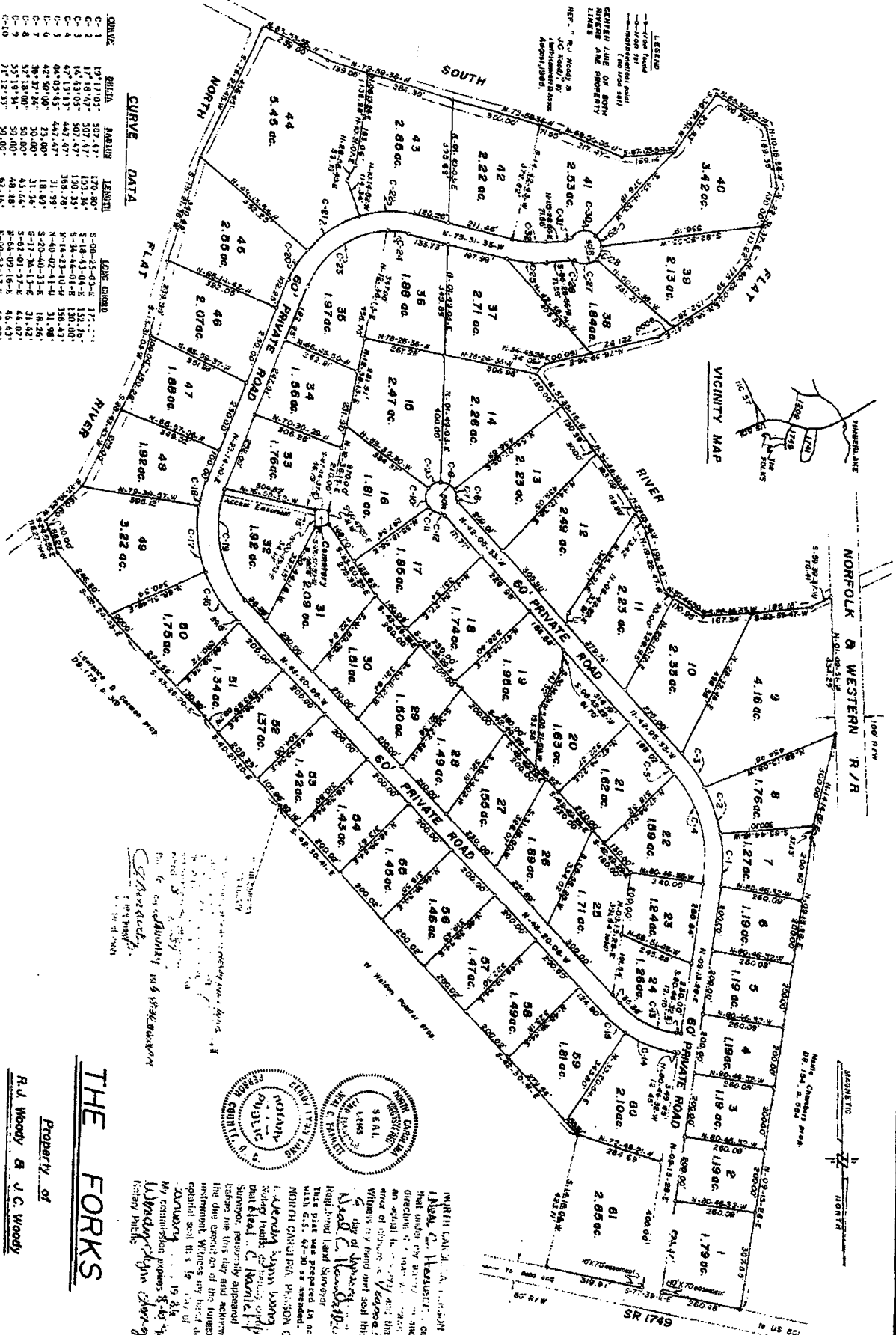
NORTH CAROLINA PERSON COUNTY
 I, A NOTARY PUBLIC OF THE COUNTY AND STATE
 OF NORTH CAROLINA, CERTIFY THAT NEAL C. HAMLETT
 A REGISTERED LAND SURVEYOR, PERSONALLY AP-
 PEARED BEFORE ME THIS DAY AND ACKNOWLEDGED
 THE TRUE EXECUTION OF THE FOREGOING INSTRUMENT
 BY HIS HAND AND OFFICIAL SEAL, THIS 22ND DAY
 OF DECEMBER, 1995.
Anthony Ray Parish
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 12-19-98



CURVE DATA

NO.	DELTA	RADIUS	ARC	TAN	CHD. BRC.	CHORD
C-1	15°56'21"	500.00	139.10	70.00°	S38°41'43"W	136.65
C-2	10°14'12"	440.00	78.51	39.41°	N41°32'46"E	78.51
C-3	94°30'48"	50.00	124.90	150.00°	S81°46'12"E	94.87
C-4	94°30'48"	50.00	124.90	150.00°	N26°54'01"W	94.87
C-5	1°08'12"	388.10	75.43	37.84°	N46°54'12"W	75.32

NOTE: A 100 YEAR FLOOD
 HAZARD AREA EXISTS ALONG
 FLAT RIVER

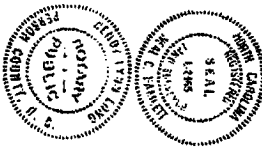


CURVE	BEARING	LENGTH	LONG CURVE
C-1	129° 17' 03"	507.47	5.00-35.03-R
C-2	17° 18' 47"	507.47	5.18-43.04-E
C-3	16° 43' 05"	507.47	5.34-46.01-E
C-4	04° 03' 13"	447.67	5.50-49.08-E
C-5	04° 03' 13"	447.67	5.66-52.15-E
C-6	42° 50' 00"	47.67	5.82-55.22-E
C-7	36° 37' 24"	50.00	5.98-58.29-E
C-8	52° 18' 00"	50.00	6.14-61.36-E
C-9	55° 19' 14"	50.00	6.30-64.43-E
C-10	71° 12' 33"	50.00	6.46-67.50-E
C-11	50° 12' 30"	50.00	6.62-70.57-E
C-12	37° 25' 00"	52.00	6.78-73.64-E
C-13	26° 18' 15"	388.10	6.94-76.71-E
C-14	11° 06' 15"	388.10	7.10-79.78-E
C-15	22° 11' 33"	388.10	7.26-82.85-E
C-16	31° 28' 15"	388.10	7.42-85.92-E
C-17	42° 54' 08"	388.10	7.58-88.99-E
C-18	54° 19' 00"	388.10	7.74-92.06-E
C-19	65° 43' 45"	388.10	7.90-95.13-E
C-20	77° 18' 30"	388.10	8.06-98.20-E
C-21	88° 43' 15"	388.10	8.22-101.27-E
C-22	100° 18' 00"	388.10	8.38-104.34-E
C-23	111° 42' 45"	388.10	8.54-107.41-E
C-24	123° 17' 30"	388.10	8.70-110.48-E
C-25	134° 42' 15"	388.10	8.86-113.55-E
C-26	146° 17' 00"	388.10	9.02-116.62-E
C-27	157° 41' 45"	388.10	9.18-119.69-E
C-28	169° 16' 30"	388.10	9.34-122.76-E
C-29	180° 41' 15"	388.10	9.50-125.83-E
C-30	192° 16' 00"	388.10	9.66-128.90-E
C-31	203° 40' 45"	388.10	9.82-131.97-E
C-32	215° 15' 30"	388.10	9.98-135.04-E
C-33	226° 40' 15"	388.10	10.14-138.11-E
C-34	238° 15' 00"	388.10	10.30-141.18-E
C-35	249° 39' 45"	388.10	10.46-144.25-E
C-36	261° 14' 30"	388.10	10.62-147.32-E
C-37	272° 39' 15"	388.10	10.78-150.39-E
C-38	284° 14' 00"	388.10	10.94-153.46-E
C-39	295° 38' 45"	388.10	11.10-156.53-E
C-40	307° 13' 30"	388.10	11.26-159.60-E
C-41	318° 38' 15"	388.10	11.42-162.67-E
C-42	330° 13' 00"	388.10	11.58-165.74-E
C-43	341° 37' 45"	388.10	11.74-168.81-E
C-44	353° 12' 30"	388.10	11.90-171.88-E
C-45	364° 37' 15"	388.10	12.06-174.95-E
C-46	376° 12' 00"	388.10	12.22-178.02-E
C-47	387° 36' 45"	388.10	12.38-181.09-E
C-48	399° 11' 30"	388.10	12.54-184.16-E
C-49	410° 36' 15"	388.10	12.70-187.23-E
C-50	422° 11' 00"	388.10	12.86-190.30-E
C-51	433° 35' 45"	388.10	13.02-193.37-E
C-52	445° 10' 30"	388.10	13.18-196.44-E
C-53	456° 35' 15"	388.10	13.34-199.51-E
C-54	468° 10' 00"	388.10	13.50-202.58-E
C-55	479° 34' 45"	388.10	13.66-205.65-E
C-56	491° 9' 30"	388.10	13.82-208.72-E
C-57	502° 34' 15"	388.10	13.98-211.79-E
C-58	514° 9' 00"	388.10	14.14-214.86-E
C-59	525° 33' 45"	388.10	14.30-217.93-E
C-60	537° 8' 30"	388.10	14.46-221.00-E
C-61	548° 33' 15"	388.10	14.62-224.07-E
C-62	560° 8' 00"	388.10	14.78-227.14-E
C-63	571° 32' 45"	388.10	14.94-230.21-E
C-64	583° 7' 30"	388.10	15.10-233.28-E
C-65	594° 2' 15"	388.10	15.26-236.35-E
C-66	606° 27' 00"	388.10	15.42-239.42-E
C-67	617° 21' 45"	388.10	15.58-242.49-E
C-68	629° 16' 30"	388.10	15.74-245.56-E
C-69	640° 11' 15"	388.10	15.90-248.63-E
C-70	652° 6' 00"	388.10	16.06-251.70-E
C-71	663° 0' 45"	388.10	16.22-254.77-E
C-72	674° 5' 30"	388.10	16.38-257.84-E
C-73	686° 0' 15"	388.10	16.54-260.91-E
C-74	697° 55' 00"	388.10	16.70-263.98-E
C-75	709° 49' 45"	388.10	16.86-267.05-E
C-76	721° 44' 30"	388.10	17.02-270.12-E
C-77	733° 39' 15"	388.10	17.18-273.19-E
C-78	745° 34' 00"	388.10	17.34-276.26-E
C-79	757° 28' 45"	388.10	17.50-279.33-E
C-80	769° 23' 30"	388.10	17.66-282.40-E
C-81	781° 18' 15"	388.10	17.82-285.47-E
C-82	793° 13' 00"	388.10	17.98-288.54-E
C-83	805° 7' 45"	388.10	18.14-291.61-E
C-84	817° 2' 30"	388.10	18.30-294.68-E
C-85	829° 17' 15"	388.10	18.46-297.75-E
C-86	841° 12' 00"	388.10	18.62-300.82-E
C-87	853° 6' 45"	388.10	18.78-303.89-E
C-88	865° 1' 30"	388.10	18.94-306.96-E
C-89	877° 56' 15"	388.10	19.10-310.03-E
C-90	889° 51' 00"	388.10	19.26-313.10-E
C-91	901° 45' 45"	388.10	19.42-316.17-E
C-92	913° 40' 30"	388.10	19.58-319.24-E
C-93	925° 35' 15"	388.10	19.74-322.31-E
C-94	937° 30' 00"	388.10	19.90-325.38-E
C-95	949° 24' 45"	388.10	20.06-328.45-E
C-96	961° 19' 30"	388.10	20.22-331.52-E
C-97	973° 14' 15"	388.10	20.38-334.59-E
C-98	985° 9' 00"	388.10	20.54-337.66-E
C-99	997° 3' 45"	388.10	20.70-340.73-E
C-100	1009° 18' 30"	388.10	20.86-343.80-E

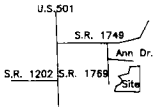
THE FORKS

Property of
R.L. Woody & J.C. Woody
 Fair River Twp, Person Co., N.C.
 January 1896, Holt-Hamilton & Assoc.
 Scale 1" = 800'

NOTARY PUBLIC
 JAMES H. HARRIS
 My commission expires 8-10-10
 Library of the State of Missouri
 State of Missouri
 My commission expires 8-10-10
 State of Missouri
 My commission expires 8-10-10



Prepared by
R.L. Woody & J.C. Woody
 Fair River Twp, Person Co., N.C.
 January 1896, Holt-Hamilton & Assoc.
 Scale 1" = 800'



The undersigned owner of the property being split, by this plat and subdivision history certifies that he obtained the work of surveying and plotting done hereon from a duly licensed and qualified surveyor, and that all public and private streets, easements, and other matters shown hereon are in accordance with the original plat on file in the office of the Register of Deeds.

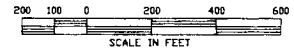
Owner: _____ Date: _____

NORTH CAROLINA, _____ COUNTY
 I, Ernest B. Wood, Jr., Surveyor, do hereby certify that this plat and subdivision history were prepared by me or under my direct supervision and that I am a duly licensed and qualified surveyor of the foregoing plat.
 My commission expires _____ day of _____, 19____.

History Public

Subdivision Survey of The Forks Phase III

Flat River Twp, Person Co., N.C.
 June, 2000 Scale 1"=200'



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

Developed by Diamond Land Development, LLC
 268 Derann Dr., Timberlake, N.C. 27583
 (336) 364-1436
 REVISED 10/10/2000
 REVISED 10/12/2000, 10/16/2000

VICINITY MAP - No Scale

I hereby certify that the subdivision plat on which this survey is based has been approved and recorded in the Person County Subdivision Register.

Paul Hough 10/17/2000
 Planning & Zoning Administrator Date

State of North Carolina
 County of Person

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

Paul Hough 10/17/2000
 Review Officer Date

I hereby certify:

- That the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that requires permits of land.
- That the survey is located in a portion of a county or municipality that is zoned for an ordinance that regulates permits of land.
- That the survey is of an existing parcel or parcels of land and does not create a new street or change an existing street, or natural feature, such as a watercourse, or
- That the survey is of a control survey.
- That the survey is of another survey, such as the reconnection of a utility system, a street-relocated survey, or other exception to the provisions of subdivision.
- That the information furnished to the surveyor to assist in the survey is accurate and that the surveyor is unable to make a determination to the land of the surveyor's professional ability as to provisions contained in (c) through (f) above.

Ernest B. Wood, Jr. 10-16-2000
 Registered Land Surveyor 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 (and description recorded in Book _____ Page _____ of _____) and that the boundaries not surveyed are clearly indicated as shown from information furnished to me by _____ that the line of precision as indicated in _____ 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. 2000.

Ernest B. Wood, Jr. L-2648
 REGISTERED LAND SURVEYOR REGISTRATION NO.

- LEGEND
- Exist. iron pin
 - Exist. iron pin set
 - Meth. or trav. pt. only
 - Exist. stone or conc. mon.
 - Conc. mon. set
 - N.C.G.S. mon. (half control)



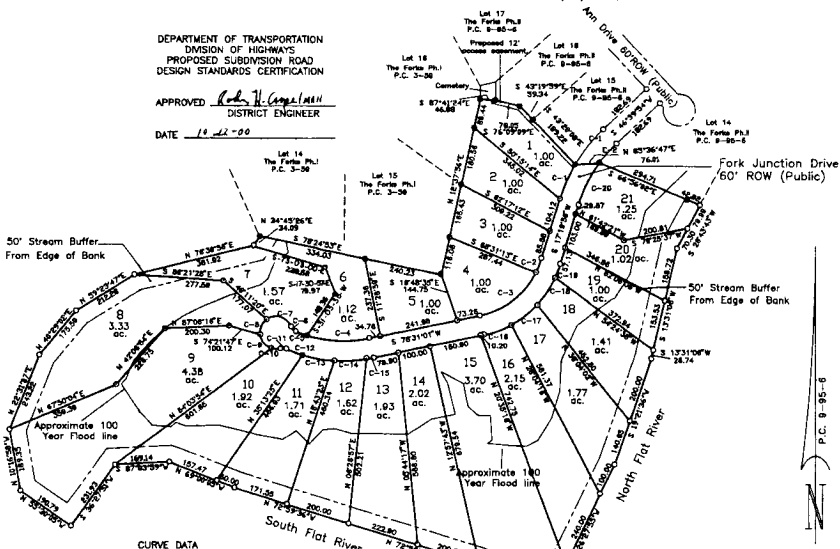
PLAT CHART 12, HANGER 21e1
 Filed in Person County Register of Deeds on the 11th day of _____, 2000.

Ernest B. Wood, Jr.
 Ernie B. Wood, Register of Deeds

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

APPROVED *Paul Hough*
 DISTRICT ENGINEER

DATE 10-11-00



CURVE DATA

C-1	D=13-23-37	R=308.00	ARC=118.88	Ch=24-01-44	W=118.82
C-2	D=10-08-04	R=288.00	ARC=48.28	Ch=23-14-28	W=44.34
C-3	D=01-02-02	R=228.00	ARC=22.88	Ch=03-00-01	W=21.39
C-4	D=07-04-31	R=268.00	ARC=54.88	Ch=07-31-48	W=52.80
C-5	D=05-26-17	R=268.00	ARC=38.42	Ch=04-14-38	W=36.40
C-6	D=04-00-00	R=232.00	ARC=20.32	Ch=01-37-59	W=19.79
C-7	D=10-35-38	R=268.00	ARC=22.12	Ch=07-07-48	W=21.85
C-8	D=04-00-00	R=232.00	ARC=20.32	Ch=01-37-59	W=19.79
C-9	D=04-10-18	R=268.00	ARC=27.31	Ch=03-38-43	W=24.22
C-10	D=04-10-18	R=268.00	ARC=27.31	Ch=03-38-43	W=24.22
C-11	D=04-10-18	R=268.00	ARC=27.31	Ch=03-38-43	W=24.22
C-12	D=04-10-18	R=268.00	ARC=27.31	Ch=03-38-43	W=24.22
C-13	D=04-10-18	R=268.00	ARC=27.31	Ch=03-38-43	W=24.22
C-14	D=04-10-18	R=268.00	ARC=27.31	Ch=03-38-43	W=24.22
C-15	D=04-10-18	R=268.00	ARC=27.31	Ch=03-38-43	W=24.22
C-16	D=04-10-18	R=268.00	ARC=27.31	Ch=03-38-43	W=24.22
C-17	D=04-10-18	R=268.00	ARC=27.31	Ch=03-38-43	W=24.22
C-18	D=04-10-18	R=268.00	ARC=27.31	Ch=03-38-43	W=24.22
C-19	D=04-10-18	R=268.00	ARC=27.31	Ch=03-38-43	W=24.22
C-20	D=04-10-18	R=268.00	ARC=27.31	Ch=03-38-43	W=24.22

REFERENCES

P.C. 3-59
 T.M. 9-95-6
 T.M. A65,278-292

VERIFY 100 YEAR FLOOD LINE BEFORE BEGINNING RESIDENTIAL CONSTRUCTION.

A MINIMUM OF 4 HOMES MUST HAVE PRIMARY DRIVEWAY ACCESS TO FORK JUNCTION DRIVE TO MEET DENSITY REQUIREMENTS.

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

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 Land Surveying

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