

Information related to the Restrictive Covenants of record for Pool Rock Plantation

BUYERS SHOULD SEEK LEGAL GUIDANCE TO CONFIRM WHAT COVENANTS AND AGREEMENTS APPLY TO ANY PROPERTIES THEY ARE CONSIDERING BUYING.

In June of 1989, a Declaration of Protective Covenants and Agreements was recorded at Book 650, page 263, Vance County Registry.

In November of 1989, a Supplementary Declaration of Protective Covenants and Agreements was recorded at Book 656, page 280, Vance County Registry.

In February, 1990, a Second Supplementary Declaration of Protective Covenants and Agreements was recorded at Book 660, page 31, Vance County Registry.

In December, 1990, an Amendment of Declaration of Protective Covenants and Agreements was recorded at Book 671, page 471, Vance County Registry.

Pool Rock Plantation Subdivision was planned to have hundreds of lots to which the developer, Pool Rock Plantation, Inc. would provide community water and other amenities. Many lots were sold to individuals. However, the developer went bankrupt, leaving no Maintenance Company in place to enforce the covenants and agreements.

The validity of the covenants has been questioned by many. Some blocks of land were sold off prior to the bankruptcy and then developed into additional mini-subdivisions. In those cases, the attorney assisting the developers created new covenants for those mini subdivisions.

There are two separate recorded plats of lots on Diamond Point Lane. And both have lots numbered 1-5. Therefore, there are TWO Lot 3's and TWO Lot 4's on Diamond Point Ln. Attached to this info sheet is a copy of the Restrictive Covenants for Diamond Point Subdivision (recorded at Book 704, page 396, Vance County Registry) which apply to the FIVE lots recorded at Plat Book V-102, Vance County Registry. These are not the covenants that apply to the FIVE lots recorded at Plat Book V-140, of which Lots 3 and 4 Diamond Point Ln being sold by John and Elizabeth Parker are a part. However, it seems that the Book 704, page 396 Covenants sum up and simplify the main covenants of the Pool Rock Plantation SD's various recorded instruments noted above, while eliminating those matters that relate to amenities that the developer did not provide or that did not survive the bankruptcy.

or exchange does not result in any lot being reduced to less than 30,000 zoning ordinances of Vance County, North Carolina; so long as such sale owners, so long as such sale or exchange conforms in all respect with the common boundary line by the sale or exchange of the property between such of any lot; provided, further, that adjoining lot owners may adjust the shall be built on the combined original lot and the subdivided portion subdivide a lot lying between them, but only one single-family residence developer or its assigns or legal agent, except that two lot owners may 2. No lot shall be subdivided without the written consent of the and/or attic.

(and garage) not to exceed two stories in height, exclusive of basement or permitted to remain on any lot other than one single-family dwelling residential purposes only; no dwelling may be erected, altered, placed 1. The above-described lots shall be used for single-family with the present and future owners of said lots as follows:

homes in said above-described development, does hereby covenant to and desirable development and for the protection of owners who build or buy for the purpose of creating and maintaining a quiet, restful and WHEREAS, T & W Investments, herein referred to as the developer,

BEING Lot 1 containing 0.69 acre; Lot 2 containing 0.69 acre; Lot 3 containing 0.73 acre; Lot 4 containing 0.73 acre; and Lot 5 containing 0.69 acre according to survey and plat entitled "Property of and Survey for T & W Investments - Diamond Point Subdivision" as prepared by Bobbitt Surveying, PA, dated November 30, 1992, revised December 9, 1992, and revised December 10, 1992, as appears in Plat Book "V", Page 102, in the office of the Register of Deeds of Vance County.

described lots or parcels of land located in Williamsboro Township, Vance County, North Carolina, and more particularly described as follows: WHEREAS, T & W Investments, is the owner in fee of the following

COUNTY OF VANCE

STATE OF NORTH CAROLINA

RESTRICTIVE COVENANTS FOR
DIAMOND POINT SUBDIVISION
REGISTER OF DEEDS

PREPARED BY: STAINBACK & SALTERWHITE - Michael B. Salterwhite
JAN 21 4 47 PM '93

VANCE COUNTY, N.C.
FILED FOR RECORD

BOOK 704 PAGE 396

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square feet; and so long as said sale or exchange conforms with all other provisions of these restrictive covenants.

3. No dwelling, building, structure, outbuilding, fence, wall or improvement of any nature whatsoever (except for interior alterations to existing structures not affecting the external structure or appearance of any improvement on any portion of the lot) shall be constructed on any lot unless and until the plans for such construction shall have been approved in writing by the developer or its assigns or legal agents. The plans submitted to the developer for approval shall include:

(a) the construction plans, specifications and description of materials including all exterior colors and proposed landscaping (specifically including any clearing and/or tree removal) and grading; and

(b) a plat showing the location of all proposed improvements.

The developer's approval required hereinabove is a continuing approval in regards to all future alterations including exterior colors.

4. No plans for a dwelling shall be approved unless the living area of such dwelling, exclusive of one story, open porches and garages shall exceed 1,240 square feet, measured from outside wall lines.

5. No building shall be constructed which uses cinder or concrete blocks, asphalt shingles, tar paper, metal siding (exclusive of lap-side metal) or masonry siding (without the prior written approval of the developer or assigns or legal agent) as a major exterior building material (these materials may be used as roofing materials, however).

6. No structure of a temporary character, including tents, trailers or mobile homes (single-wide and/or double-wide) shall be used on any lot at any time as a residence, either temporarily or permanently.

7. Approval of the plans by the developer shall be based upon compliance with the provision of these restrictions, quality of workmanship and material, harmony of external design with surrounding structures, locations of improvements with respect to topography and finished grade elevation, the effect of the construction on the outlook from the surrounding lots, the effect of the proposed construction on the natural tree growth and vegetation, and all other factors which in

14. No water supply system for human consumption or sewage disposal system shall be permitted on the lots herein described unless the location, construction and design are in full compliance with requirements, standards and recommendations of the Vance County Health

13. All utilities serving an individual lot shall be run underground at the expense of each individual lot owner.

12. No lot owner shall drive or park or permit any other person to drive or park any heavy equipment (including tractor trailers and trucks in excess of one ton), three wheelers, four wheelers or dirt bikes on Plantation Boulevard as the same extends from a 60-foot right of way to a 50-foot right of way and on Diamond Drive, except moving vans and/or construction vehicles, which may be driven or parked on Plantation Boulevard as the same extends from a 60-foot right of way to a 50-foot right of way and Diamond Drive for the temporary purpose of moving a lot owner in or out of a dwelling constructed on a lot, and/or for the construction of improvements.

11. No billboard or signs (except those suitable for sale of lot) shall be permitted or maintained on any lot.

10. No automobile or equipment that is inoperable will be allowed to remain on any lot and/or street for more than fifteen days.

9. No part of any lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and the same shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No accumulation of trash, garbage, rubbish or waste shall be permitted, and all lots shall be kept in an orderly and sanitary condition at all times.

8. No animal, livestock (including pet pigs), or poultry or any kind shall be raised or bred on any lot except for dogs, cats, or other household pets which may be kept provided they are not kept, bred, or maintained for any commercial purpose and provided they do not become a nuisance or annoyance to the other lot owners.

the sole opinion of the developer shall affect the desirability or suitability of the proposed improvement.

Department and North Carolina State Board of Health. No outdoor toilets or privy shall be constructed on any lot.

15. No noxious or offensive activity shall be carried on upon the

herein described lots, nor shall anything be done on the lots herein described which may be or may become an annoyance or a nuisance to the neighborhood.

16. ENFORCEMENT: Enforcement shall be by proceeding at law or in

equity, either to restrain violation or to recover damages against any covenant or restriction set forth herein. Failure to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same.

17. SEVERABILITY: Invalidity of any of the provisions hereof by

judgment or court order shall in no way affect any of the other provisions which shall remain in full force or effect.

18. DURATION: These provisions are to run with the lots and shall

be binding on all parties owning the lots and all persons claiming under them for a period of 30 years from the date these restrictions are recorded, after which said time, said covenants shall be automatically extended for additional periods of 10 years each, unless an instrument signed by three-fourths of the then owners of the similarly restricted lots has been recorded in which it is agreed otherwise.

19. UTILITIES: The conveyance of all lots is made and accepted

subject to any easements and/or rights of way that may have been granted for power, lights, telephone lines, drainage facilities, water facilities and/or sewage facilities, or as shown on the recorded plat of Diamond Point Subdivision, and the developer reserve the right to subject the lots in the subdivision to a contract with Carolina Power & Light Company for the installation of street lighting, which will require a continuing monthly payment to Carolina Power & Light Company by each lot purchaser.

20. ROADS: Plantation Boulevard, a sixty-foot right of way from the end of State Road 1380, as the same narrows to a 50-foot right of way and Diamond Drive are private roads and are being maintained by Pool Rock Maintenance, Inc. pursuant to agreement as appears in deed recorded in Book 702, Page 496, Vance County Registry; however, no lot owner or any third person shall park any vehicle, including boats, within the above-

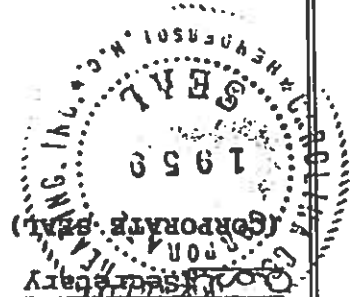
referenced right of way.

IN WITNESS WHEREOF, the developer has hereunto set its hand and seal this 21 day of January, 1993.

T & W INVESTMENTS,
a North Carolina General Partnership
BY: CAROLINA COOLING & HEATING, INC.
Partner
BY: Thomas S. Hester, Jr. President
THOMAS S. HESTER, JR.
BY: Thomas S. Hester, Jr.

BY: OXFORD SPORTING GOODS, INC.,
Partner
BY: W.K. CURKIN President
W.K. CURKIN

ATTEST:



ATTEST:



STATE OF NORTH CAROLINA
COUNTY OF VANCE

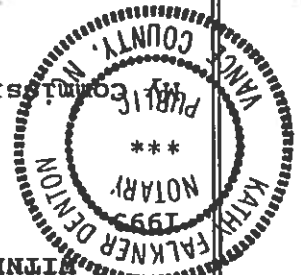
I, a Notary Public of the county and state aforesaid, certify that Tammy R. Hughes personally came before me this day and acknowledged that she is Assistant Secretary of CAROLINA COOLING & HEATING, INC., (Partner in T & W Investments) a North Carolina corporation, duly domesticated in the State of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as Assistant Secretary.

STATE OF NORTH CAROLINA
COUNTY OF VANCE

I, a Notary Public of the county and state aforesaid, certify that Bruce A. Currin personally came before me this day and acknowledged that he is Secretary of OXFORD SPORTING GOODS, INC., (Partner in T & W Investments) a North Carolina corporation, duly domesticated in the State of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.

WITNESS my hand and official stamp or seal this 21st day of January, 1993

Kathy Falkner Denton
NOTARY PUBLIC



STATE OF NORTH CAROLINA, VANCE COUNTY.
The foregoing certificates of Kathy Falkner Denton, Notary Public of Vance County, N. C., are certified to be correct. This instrument and these certificates are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS, VANCE COUNTY, N. C.

Mark D. Hale