

FILED
BOOK 724 PAGE 798

Nov 17 1 54 PM '88

MARTHA B. GORDON
REGISTER OF DEEDS
RICHMOND COUNTY, N.C.

STREET LIGHTING AGREEMENT

THIS AGREEMENT, made and entered into as of October 6,
19 88, by and between Sammy and Mary Whitley of Richmond County, North Carolina, parties of
~~XXXXXXXXXXXXXXXXXXXX~~ the first part (hereinafter referred to as "Owners"), and PEE DEE
ELECTRIC MEMBERSHIP CORPORATION, a North Carolina Corporation
having its principal place of business in Wadesboro, Anson
County, North Carolina, party of the second part (hereinafter
referred to as "Pee Dee Electric");

W I T N E S S E T H :

WHEREAS, the parties of the first part are the owners of all
of the lots in that certain subdivision known and referred to as
Lake Stone Subdivision located on North Carolina
Secondary Road # 1423 in Richmond County, North
Carolina; and

WHEREAS, the Owners have requested Pee Dee Electric to
install underground street lighting facilities in Lake Stone
Subdivision under Pee Dee Electric's Rate
Schedule 10 (a copy of which is on file in Pee Dee Electric's
headquarters in Wadesboro, and a copy of which is also on file
with the North Carolina Utilities Commission in Raleigh), as
amended or superseded from time to time; and

WHEREAS, Pee Dee Electric is ready, willing and able to
provide such service but requires that its interests be protected
in the manner provided in this Street Lighting Agreement;

NOW, THEREFORE, the parties hereto covenant and agree as
follows:

1. In consideration of \$10.00 and other good and valuable
considerations, the receipt of which is hereby acknowledged, the
Owners have bargained and sold and by these presents do grant,
bargain, sell and convey unto Pee Dee Electric, its successors and
assigns, the right and easement to go in and upon the subject
land and to install thereon underground and above ground street
lighting facilities. The lots to be served by such street
lighting facilities, the streets and lot numbers, are shown on a
map attached hereto, marked "Exhibit A," which map is hereby
incorporated by reference.

2. The Owners covenant and agree that a surcharge of
Dollars (\$1.60) per month shall be added to each monthly electric
bill rendered to residents of the above-described lots by Pee Dee
Electric and that such charge is and shall be subject to change
as provided by the service rules and regulations of Pee Dee
Electric. This surcharge shall run with the land and shall be
binding on all owners of the above-described lots, so long as
this Street Lighting Agreement shall be in effect.

5. The Owners and Pee Dee Electric covenant and agree, each with the other, that this agreement shall remain in effect so long as street lighting service is provided by Pee Dee Electric to the subject property.

IN WITNESS WHEREOF, the Owners have hereunto set their hands and seals, and Pee Dee Electric has caused this Street Lighting Agreement to be signed in its name by its President, attested by its Secretary and its Corporate seal to be affixed, all by authority of its Board of Directors duly given, the day and year first above written.



Sammy L. Whitely (SEAL)

Mary Whitely (SEAL)

_____ (SEAL)

PEE DEE ELECTRIC MEMBERSHIP CORPORATION

By: Richard H. Johnson
President

ATTEST:

By: Jerry Harris
Secretary

(SEAL)

ATTEST:

By: William E. Russell
Secretary

(SEAL)

NORTH CAROLINA

RICHMOND COUNTY

KNOW ALL MEN BY THESE PRESENTS that Richmond Pines Land Company, Inc., the owners and developer of all of the lots in Pine Lakes Subdivision, Section II, as shown on the plat of survey thereof as recorded in the Office of the Register of Deeds in Richmond County in Plat Book 21, Page 39, do hereby impose on each and every lot as shown thereon restrictions to their use which will run with the land and which will be binding upon and enforceable by and against all purchasers of lots in said development from the date of recording of this instrument forward. Said restrictions are as follows:

FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants contained herein in their entirety shall apply to all lots except Lots No. 66 and 81, which shall not be subject to any covenants.

LAND USE AND BUILDING TYPE. No lot or lots shall be used except for single family residential purposes and no building shall be erected, placed, or permitted to remain on any lot or lots other than as described as follows:

- A. One detached single-family dwelling not to exceed two and one-half stories in height.
- B. No duplex or two-family dwelling may be built on any lot.
- C. No garage or out building shall be used as a residence at any time.

TEMPORARY STRUCTURES. No structure of a temporary or transient character, trailer, mobile home, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

DWELLING AND OUTBUILDING QUALITY AND SIZE. The purchaser or owner of any lot shall submit plans and specifications of the same to the developers, their heirs or assigns, or their authorized agent, prior to the beginning of any construction, grading, or excavation for written approval of the proposed construction on said lot. Such examination shall ensure that all dwellings and outbuildings constructed in the subdivision are of similar quality, size, and workmanship. The enclosed heated ground floor area of the main structure shall not be less than 1500 square feet for a one story dwelling, not less than 1000 square feet for a dwelling of more than one story. Dwellings of more than one story shall contain no less than 1600 square feet of total heated floor area. All dwellings must have a carport or garage large enough to accommodate at least one automobile. Outbuildings, including those built to house garbage or animals as permitted by these covenants, shall be of similar materials and construction as the dwelling on said lot. No metal storage buildings shall be permitted to be placed on any lot at any time.

BUILDING LOCATION. No building shall be located on any lot nearer than 65 feet to the front lot line nor nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon

LOT AREA AND WIDTH. No lot in this subdivision may be subdivided into smaller lots unless the developers, their heirs or assigns, or their authorized agent, gives written approval.

EASEMENTS. Easements for the installation and maintenance of utilities and drainage facilities are reserved on the rear five feet of each lot or as further designated in the subdivision plat.

NUISANCES. 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 neighborhood. No abandoned cars, trucks or vehicles of any type may remain on the premises or parked on any street in the subdivision. No truck of more than two-ton load capacity may be parked or permitted to remain on any lot. It is expressly stated that no tractor-trailer type trucks may be parked on the subdivision streets or lots on a continuing basis. No house trailer shall be kept on the property whether used for any purpose or merely standing idle. No commercial business activity or retail sales will be allowed to operate from a private residence, other than an individual office within a home where retail customers do not enter and exit the premises. No sign or device shall be displayed indicating the profession, business or trade of any person or advertising in any way, other than in connection with the sale of the lot on which such sign is posted.

LIVESTOCK AND POULTRY. No cows, ponies, goats, fowl, swine, poultry, livestock or animals of any kind may be kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and except that owners of lots containing two or more acres may keep one horse or pony provided that the horse or pony shall not be housed, kept or allowed to go at any time within ten foot of the lot line. No more than two dogs may be kept on any lot and if two dogs are kept one dog must be a small dog such as a terrier, spaniel, etc. Dogs, horses, or ponies that are kept must be provided with shelter that is located to the rear of the lot and a distance from an adjacent lot so that it will not cause an odor or nuisance to any adjacent property owner.

FENCES. Fences may not extend nearer than ten feet to the front lot line. Fences extending from a point even with the rear of the dwelling and extending around the rear portion of the lot may not be more than six (6) feet in height. Fences extending from a point even with the rear of the dwelling and extending around the front portion of the lot may not be more than four (4) feet in height and shall be constructed so that vision will not be blocked, constructed of materials other than chain link, barbed wire, or other metal fencing, and approved in advance by the developers.

GARGARE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be located at rear areas of each lot and shall not be allowed to be strewn in the neighborhood. Should it be necessary for any container to be kept in the front area of a lot, written permission must be obtained from the developers, their heirs or assigns, or their authorized agent, and such containers, if approved, must be enclosed in a shelter in keeping with the construction in the neighborhood and so constructed that the container is not visible

OIL TANKS. Oil tanks shall be placed underground and maintained in such a manner as not to create a nuisance or to be visible in any manner from any lot line.

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date that these covenants are recorded; however, at any time after recordation, these covenants may be changed in whole or in part by a recorded instrument which bears the signature of the owner or the owners of more than fifty percent of the total number of lots in this subdivision.

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, said parties have caused this instrument to be signed, this the 19th day of April, 1979.

RICHMOND PINES LAND COMPANY, INC.

BY: Sammy L. Willey (SEAL)
PRESIDENT

ATTEST: Carl Jacobs
Secretary

NORTH CAROLINA - RICHMOND COUNTY

I, a Notary Public of the County and State aforesaid, certify that Cecil Jacobs personally came before me this day and acknowledged that he is Secretary of Richmond Pines Land Company, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Secretary as its Secretary.

Witness my hand and official stamp or seal, this the 19th day of April, 1979.

Elizabeth M. Williams
Notary Public

My commission expires: 3/22/83
3-22-83

FILED
BOOK 909 PAGE 387

North Carolina
Richmond County

MAR 18 10 37 AM '96

Restrictive Covenants 08095

PATSY T. McDONALD
REGISTER OF DEEDS
RICHMOND CO., NC

KNOWN ALL MEN BY THESE PRESENTS that Sammy Whitley and wife, Mary H. Whitley, the owners and developers of all of lots in Lakestone Subdivision Section Three as shown on the plat of survey thereof as recorded in the office of the Register of Deeds for Richmond County at Slide 640-J Plat do hereby impose on each and every lot as shown thereon restrictions to their use which will run with the land and which will be binding upon and enforceable by and against all purchasers of lots in said development from the date of recording of this instrument forward, said restrictions are as follows:

Part A- AREA OF APPLICATION

A-1 FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants in Part B of these restrictive covenants shall apply to all lots situated in Lakestone Section three.

Part B RESIDENTIAL AREA COVENANTS

B-1 LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.

B-2 DWELLING AND OUTBUILDINGS QUALITY AND SIZE

The purchaser or owner of any lot shall submit plans and specifications of the same to the developers, their heirs or assigns, or their authorized agent, prior to the beginning of any construction, grading, or excavation for written approval of the proposed construction on said lot. Such examination shall insure that all dwellings and outbuildings constructed in the subdivision are of similar quality, size, and workmanship. The enclosed heated ground floor area of the main structure shall not be less than 2000 square feet for a one story dwelling or less than 1000 square feet for a dwelling of more than one story and shall contain no less than 2000 square feet of total heated floor area. All dwellings must have a enclosed garage large enough to accommodate at least two automobiles. Out buildings, including those built to house garbage or animals as permitted by these covenants, shall be of similar materials and construction as the dwelling on said lot.

B-3a BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line than forty-five (45) feet nor nearer to the interior lot line than fifteen (15) feet. Due to the elevation of terrain of some of the lots in the subdivision, the distance of setback of forty-five (45) feet to the front property line may be waived by the developer, their heirs, their assigns, or their authorized agent, in writing, but may not be less than forty (40) feet.

B-3b BUILDING LOCATION

No building shall be located nearer than forty (40) feet of the water line of the lake. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

B-4 EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. If there are additional easements granted by separate deeds, within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

B-5 NUISANCES

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become any annoyance or nuisance to the neighborhood.

B-6 TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

B-7 SIGNS

No sign of any kind shall be displayed to the public to the public view on any lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

B-8 LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except one dog and one cat. Other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

B-9 GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be located at rear areas of each lot. Should it be necessary for any container to be kept in the front area of the lot, written permission must be obtained from the developers, their heirs, their assigns, or their authorized agent, and such container, if approved, must be enclosed in a shelter comparable with the construction in the neighborhood so that the container is not visible from the outside of the shelter.

B-10 SIGHT DISTANCE AT INTERSECTION

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them to a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B-11 FENCES

No fence of any type shall be closer than twenty (20) feet of shoreline. Fences may not exceed nearer than ten (10) feet to the front lot line. Fences extending from a point even with the rear of the dwelling and extending around the rear portion of the lot may not be more than six (6) feet in height. No fences on cul-de-sacs can be closer than forty (40) feet from the front property line. Fences extending from a point even with the rear of the dwelling and extending around the front portion of the lot may not be more than four (4) feet in height and shall be constructed so that vision will not be blocked and constructed of material other than chain-linked, barbed wire, or other metal fencing, and approved in advance by the developers.

B-12 ENVIRONMENTAL MAINTENANCE

In order to preserve the character of the development, no owner of any individual parcel shall be permitted to cut more than forty (40) percent of the trees situated upon each individual lot. Each lake-lot property owner shall maintain their shoreline property and bear their prorated share of maintenance of dam when necessary.

B-13 OIL TANKS

Oil tanks shall be placed underground and maintained in such a manner as not to create a nuisance or to be visible in any manner from any lot line.

B-14 ANTENNAE OR SATELLITE DISH

No antennae of any kind or satellite communication dish or equipment may be installed on any lot other than behind the main dwelling structure. None of the above may extend over twenty (20) feet above the average natural ground level of the lot upon which it is installed. This restriction shall not apply to television antennae attached to the dwelling structure.

B-15 OWNERS OBLIGATION TO REPAIR

Each owner shall, at his sole cost and expense, repair and keep his residence in a condition comparable to the same state of its initial construction, excepting only normal wear and tear.

B-16 LAKE RESTRICTIONS

The use of the lake for any purpose is restricted to owners of lots and only two (2) house guests at a time. Guests will only be permitted to use the lake in the presence of the owners and access shall be from the owners property.

B-17 SWIMMING POOLS

The rim elevation of any swimming pool may not be over two (2) feet above the natural grade of the site unless integrated into terraced construction approved by the developers, their heirs, their assigns, or their authorized agent. **NO ABOVE GROUND POOLS ARE PERMITTED.**

B-18 OUTDOOR CLOTHES LINES

None are permitted on properties in the subdivision.

B-19 EXTERIOR DECOR

Exterior colors and designs have to be submitted and approved by the developers, their heirs, their assigns, or authorized agents before the finishing stage of construction. Awnings and canopies shall not be permitted or affixed to exterior of a residence without approval of the developers, their heirs, their assigns, or their authorized agent.

B-20 LANDSCAPING

The landscaping of the property shall be of design that will enhance the value of the owner's home, as well as, that of the community.

B-21 LAKESIDE STRUCTURES

The construction of any piers, boat houses, or other structures on the lake shore will have to have prior approval by the developers.

B-22 PLEASURE BOAT RESTRICTIONS

No gasoline motor boats or any type of vehicle driven by gasoline motor will be permitted on said lake. Boats driven by electric motors and sail boats will be permitted on said lake.

B-23 DRIVEWAY CONNECTION

All plans for driveway connections shall be reviewed and subject to approval by the developers of this subdivision, their heirs, their assigns, or their authorized agent.

B-24 LOT AREA AND WIDTH

No lot in this subdivision may be subdivided into smaller lots unless the developers, their heirs, their assigns, or their authorized agent gives written approval.

B-25 DEVELOPERS EXTENSION OF RESERVATION BY DEVELOPERS TO MODIFY OR CANCEL RESTRICTIONS

Developers reserve the right to change or cancel any or all of these restrictions, if in their judgment, the lack of development of adjacent property makes that course necessary or advisable within five (5) years of date of recording of these restrictive covenants by recording of an amendment to these restrictive covenants.

B-26 ENFORCEMENT

It is expressly understood and agreed that the several restrictive covenants contained and herein shall attach to and run with the land, and it shall be unlawful not only for the developers, their heirs, and assigns but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the premises hereby granted, deriving title from or through developers, violating or threatening to violate the same.

B-27 SEVERABILITY

Invalidation 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.

B-28 LANDOWNERS ASSESSMENT

A property owners association shall be formed for the subdivision. The developers shall be responsible for the first six (6) months cost of maintenance of the entrance. Thereafter, each owner will be assessed their portion for the beautification and utility fees to maintain the front entrance.

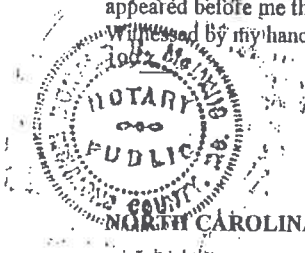
IN WITNESS WHEREOF, said parties have hereunto set their seals, this _____ day of 3-18 1996.

Sammy L. Whitley
Developer

Mary Whitley
Developer

NORTH CAROLINA - RICHMOND COUNTY

I, the undersigned, a Notary Public, do hereby certify that Sammy L. Whitley and Mary Whitley personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witnessed by my hand and notary seal, this 18th day of March



Donald R. McInnis
NOTARY PUBLIC
My Commission Expires
October 30, 2000

NORTH CAROLINA - RICHMOND COUNTY

The foregoing certificate of Donald R. McInnis, Notary Public is certified to be correct. This instrument was presented for registration and recorded in this office at Book 909 Page 387 this 18th day of March 1996 at 10:37 o'clock. A.M.

PATSY T. MCDONALD, REGISTER OF DEEDS

Linda W. Amglo Deputy

RIGHT-OF-WAY EASEMENT No. BOOK 724 PAGE 797

STATE OF NORTH CAROLINA }
COUNTY }

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Sammy R. Whitley and Mary S. Whitley Grantor, in consideration of the sum of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEE DEE ELECTRIC MEMBERSHIP CORPORATION, whose Postoffice Address is Wadesboro, North Carolina, and its successors and assigns, the right to enter upon the lands of the undersigned, situated in the County of Richmond, State of North Carolina, and more particularly described as follows, to wit:

A tract of land containing approximately 30 acres, located in State R.D. 1423 township, and about 1/2 miles from the town of Rocky Mountain and bounded by lands of Ralestone Sub., 26 Lots

and to place, construct, operate, repair, maintain, relocate and rebuild thereupon, and in or upon, all streets, roads or highways abutting said lands, an electric transmission or distribution line (or lines) or system, and to cut, trim or bulldoze trees and shrubbery to a width of twenty (20) feet to either side of the center of right-of-way, and to cut down from time to time all dead, weak, or leaning trees that deemed by the grantee to be dangerous to the operation of the system or tall enough to strike the wires in falling. TO HAVE AND TO HOLD the aforesaid right, privilege and easement unto the above named corporation, and its successor and assigns, forever.

In granting this easement it is understood that the locations of the poles will be such as to form the least possible interference with farm operations, so long as it does not materially increase the cost of construction. The undersigned covenants that he is the owner of the above described lands in fee simple.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this the 19 day of Oct 1988

Witness: Sammy R. Whitley (SEAL)
Mary S. Whitley (SEAL)

NORTH CAROLINA
STAR
13, Diann C. LeVine, Notary Public in and for the State aforesaid

do hereby certify that Sammy & Mary Whitley personally appeared before me this 19 day of Oct and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal this the 24 day of Oct, 1988

My Commission Expires: 5/23/89

Diann C. LeVine
Notary Public

upon all of the aforesaid dedicated streets for the purpose of installing, changing, maintaining, repairing, removing or using any of the aforesaid water lines and sewer lines.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, easements as above described in fee simple forever.

And the Grantors covenant that they have the right to grant these easements, that the Grantee shall have the right to quiet and full enjoyment thereof, free and clear from any interference from the Grantors, their heirs or assigns, and that they will warrant and defend the title to said easements against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this 11th day of May, 1989.

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PATSY H. HARRIS
REC. CLERK
RICHMOND CO. N.C.

Sammy L. Whitley (SEAL)
Sammy L. Whitley

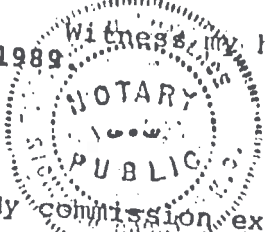
Mary Whitley (SEAL)
Mary Whitley

Arthur B. Thompson, Jr.
Subscribing Witness

NORTH CAROLINA - RICHMOND COUNTY

I, the undersigned, a Notary Public of said County do hereby certify that Arthur B. Thompson, Jr. personally appeared before me this day and being duly sworn, stated that Sammy L. Whitley and Mary Whitley signed the foregoing deed in his presence.

Witness my hand and seal this 12th day of May, 1989.



Larry H. Wallace
Notary Public

My commission expires: July 26, 1993

NORTH CAROLINA - RICHMOND COUNTY

The foregoing

NORTH CAROLINA
RICHMOND COUNTY

LAKESTONE SUBDIVISION
CONVEYANCE OF WATER LINE AND EASEMENT

THIS INDENTURE, Made and entered into by and between Sammy L. Whitley and wife, Mary Whitley of Richmond County, N. C., parties of the first part, hereafter referred to as "Grantors", and Richmond County, the Body Politic, hereafter referred to as "Grantee";

W I T N E S S E T H :

That for and in consideration of the sum of \$1.00 and other valuable considerations paid to the Grantors, the receipt of which is hereby acknowledged, the Grantors have and do hereby give, grant, bargain, sell, and convey unto the Grantee, its successors and assigns all water lines, valves, boxes, tees and all other appurtenances to the water line now installed in streets in Lakestone Subdivision. A description of that subdivision is described in deeds recorded in Book 696 at Page 263 and Book 712, Page 119 in the office of the Register of Deeds for Richmond County, N. C., reference to which is hereby made for a more detailed description.

Further, the Grantors, for the aforesaid consideration, have and do hereby give, grant, bargain, sell and convey unto the Grantee, its successors and assigns an easement to install water and/or sewer lines in all streets now shown on the recorded plats of Lakestone Subdivision and any other streets hereafter dedicated in said subdivision together with the right to install all tees, valves, valve boxes, gates, hydrants, meters, meter boxes, pumps, manholes or any other appurtenance or device usually associated with the operation of a public water system or a public sewer system. This easement includes the right to distribute and sell water together with

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North Carolina
Richmond County

MAR 18 10 37 AM '96

Restrictive Covenants · 08095

PATSY T. McDONALD
REGISTER OF DEEDS
RICHMOND CO., NC

KNOWN ALL MEN BY THESE PRESENTS that Sammy Whitley and wife, Mary H. Whitley, the owners and developers of all of lots in Lakestone Subdivision Section Three as shown on the plat of survey thereof as recorded in the office of the Register of Deeds for Richmond County at _____ Slide 640-J Plat do hereby impose on each and every lot as shown thereon restrictions to their use which will run with the land and which will be binding upon and enforceable by and against all purchasers of lots in said development from the date of recording of this instrument forward, said restrictions are as follows:

Part A- AREA OF APPLICATION

A-1 FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants in Part B of these restrictive covenants shall apply to all lots situated in Lakestone Section three.

Part B- RESIDENTIAL AREA COVENANTS

B-1 LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.

B-2 DWELLING AND OUTBUILDINGS QUALITY AND SIZE

The purchaser or owner of any lot shall submit plans and specifications of the same to the developers, their heirs or assigns, or their authorized agent, prior to the beginning of any construction, grading, or excavation for written approval of the proposed construction on said lot. Such examination shall insure that all dwellings and outbuildings constructed in the subdivision are of similar quality, size, and workmanship. The enclosed heated ground floor area of the main structure shall not be less than 2000 square feet for a one story dwelling or less than 1000 square feet for a dwelling of more than one story and shall contain no less than 2000 square feet of total heated floor area. All dwellings must have a enclosed garage large enough to accommodate at least two automobiles. Out buildings, including those built to house garbage or animals as permitted by these covenants, shall be of similar materials and construction as the dwelling on said lot.

B-3a BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line than forty-five (45) feet nor nearer to the interior lot line than fifteen (15) feet. Due to the elevation of terrain of some of the lots in the subdivision, the distance of setback of forty-five (45) feet to the front property line may be waived by the developer, their heirs, their assigns, or their authorized agent, in writing, but may not be less than forty (40) feet.

B-3b BUILDING LOCATION

No building shall be located nearer than forty (40) feet of the water line of the lake. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

B-4 EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. If there are additional easements granted by separate deeds, within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

B-5 NUISANCES

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be come any annoyance or nuisance to the neighborhood.

B-6 TEMPORARY STRUCTURES

No structure if a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

B-7 SIGNS

No sign of any kind shall be displayed to the public to the public view on any lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

B-8 LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except one dog and one cat. Other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

B-9 GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be located at rear areas of each lot. Should it be necessary for any container to be kept in the front area of the lot, written permission must be obtained from the developers, their heirs, their assigns, or their authorized agent, and such container, if approved, must be enclosed in a shelter comparable with the construction in the neighborhood so that the container is not visible from the outside of the shelter.

B-10 SIGHT DISTANCE AT INTERSECTION

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them to a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B-11 FENCES

No fence of any type shall be closer than twenty (20) feet of shoreline. Fences may not exceed nearer than ten (10) feet to the front lot line. Fences extending from a point even with the rear of the dwelling and extending around the rear portion of the lot may not be more than six (6) feet in height. No fences on cul-de-sacs can be closer than forty (40) feet from the front property line. Fences extending from a point even with the rear of the dwelling and extending around the front portion of the lot may not be more than four (4) feet in height and shall be constructed so that vision will not be blocked and constructed of material other than chain-linked, barbed wire, or other metal fencing, and approved in advance by the developers.

B-12 ENVIRONMENTAL MAINTENANCE

In order to preserve the character of the development, no owner of any individual parcel shall be permitted to cut more than forty (40) percent of the trees situated upon each individual lot. Each lake lot property owner shall maintain their shoreline property and bear their prorated share of maintenance of dam when necessary.

B-13 OIL TANKS

Oil tanks shall be placed underground and maintained in such a manner as not to create a nuisance or to be visible in any manner from any lot line.

B-14 ANTENNAE OR SATELLITE DISH

No antennae of any kind or satellite communication dish or equipment may be installed on any lot other than behind the main dwelling structure. None of the above may extend over twenty (20) feet above the average natural ground level of the lot upon which it is installed. This restriction shall not apply to television antennae attached to the dwelling structure.

B-15 OWNERS OBLIGATION TO REPAIR

Each owner shall, at his sole cost and expense, repair and keep his residence in a condition comparable to the same state of its initial construction, excepting only normal wear and tear.

B-16 LAKE RESTRICTIONS

The use of the lake for any purpose is restricted to owners of lots and only two (2) house guests at a time. Guests will only be permitted to use the lake in the presence of the owners and access shall be from the owners property.

B-17 SWIMMING POOLS

The rim elevation of any swimming pool may not be over two (2) feet above the natural grade of the site unless integrated into terraced construction approved by the developers, their heirs, their assigns, or their authorized agent. **NO ABOVE GROUND POOLS ARE PERMITTED.**

B-18 OUTDOOR CLOTHES LINES

None are permitted on properties in the subdivision.

B-19 EXTERIOR DECOR

Exterior colors and designs have to be submitted and approved by the developers, their heirs, their assigns, or authorized agents before the finishing stage of construction. Awnings and canopies shall not be permitted or affixed to exterior of a residence without approval of the developers, their heirs, their assigns, or their authorized agent.

B-20 LANDSCAPING

The landscaping of the property shall be of design that will enhance the value of the owner's home, as well as, that of the community.

B-21 LAKESIDE STRUCTURES

The construction of any piers, boat houses, or other structures on the lake shore will have to have prior approval by the developers.

B-22 PLEASURE BOAT RESTRICTIONS

No gasoline motor boats or any type of vehicle driven by gasoline motor will be permitted on said lake. Boats driven by electric motors and sail boats will be permitted on said lake.

B-23 DRIVEWAY CONNECTION

All plans for driveway connections shall be reviewed and subject to approval by the developers of this subdivision, their heirs, their assigns, or their authorized agent.

B-24 LOT AREA AND WIDTH

No lot in this subdivision may be subdivided into smaller lots unless the developers, their heirs, their assigns, or their authorized agent gives written approval.

B-25 DEVELOPERS EXTENSION OF RESERVATION BY DEVELOPERS TO MODIFY OR CANCEL RESTRICTIONS

Developers reserve the right to change or cancel any or all of these restrictions, if in their judgment, the lack of development of adjacent property makes that course necessary or advisable within five (5) years of date of recording of these restrictive covenants by recording of an amendment to these restrictive covenants.

B-26 ENFORCEMENT

It is expressly understood and agreed that the several restrictive covenants contained and herein shall attach to and run with the land, and it shall be unlawful not only for the developers, their heirs, and assigns but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the premises hereby granted, deriving title from or through developers, violating or threatening to violate the same.

B-27 SEVERABILITY

Invalidation 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.

E-28 LANDOWNERS ASSESSMENT

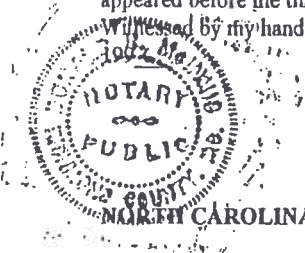
A property owners association shall be formed for the subdivision. The developers shall be responsible for the first six (6) months cost of maintenance of the entrance. Thereafter, each owner will be assessed their portion for the beautification and utility fees to maintain the front entrance.

IN WITNESS WHEREOF, said parties have hereunto set their seals, this _____ day of 3-18 1996.

Sammy L. Whitley
Developer
Mary Whitley
Developer

NORTH CAROLINA - RICHMOND COUNTY

I, the undersigned, a Notary Public, do hereby certify that Sammy L. Whitley and Mary Whitley personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witnessed by my hand and notary seal, this 18th day of March



Donald R. McInnis
NOTARY PUBLIC
My Commission Expires
October 30, 2000

NORTH CAROLINA - RICHMOND COUNTY

The foregoing certificate of Donald R. McInnis, Notary Public is certified to be correct. This instrument was presented for registration and recorded in this office at Book 909 Page 387 this 18th day of March 1996 at 10:37 o'clock A.M.

PATSY T. MCDONALD, REGISTER OF DEEDS

Jinda W. Douglas Deputy

RIGHT-OF-WAY EASEMENT No. BOOK 724 PAGE 797

STATE OF NORTH CAROLINA)
COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Sammy R. Whitley and Mary P. White
Grantor, in consideration of the sum of one dollar and other valuable consideration,
the receipt of which is hereby acknowledged, does hereby grant unto the PEE DEE ELECTRIC MEMBERSHIP CORPORATION, whose
Postoffice Address is Wadesboro, North Carolina, and its successors and assigns, the right to enter upon the lands of the under-
signed, situated in the County of Richmond State of North Carolina, and more particularly
described as follows, to wit:

A tract of land containing approximately 30 acres, located in State R.D. 1423
Township and about 1/2 miles from the town of Rocky Gap and bounded by lands of
Rakestone Sub., 26 Lots

and to place, construct, operate, repair, maintain, relocate and rebuild thereupon, and in or upon, all streets, roads or highways
abutting said lands, an electric transmission or distribution line (or lines) or system, and to cut, trim or bulldoze trees and shrubbery
to a width of twenty (20) feet to either side of the center of right-of-way, and to cut down from time to time all dead, weak, or
leaning trees that deemed by the grantee to be dangerous to the operation of the system or tall enough to strike the wires in falling.
TO HAVE AND TO HOLD the aforesaid right, privilege and easement unto the above named corporation, and its successor
and assigns, forever.

In granting this easement it is understood that the locations of the poles will be such as to form the least possible interference
with farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands in fee simple.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read
in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this the 19 day of Oct

Witness: Sammy R. Whitley (SEAL)
Mary P. White (SEAL)

FILED
NORTH CAROLINA
STAR BOOK
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15
17
1988
MAR 17 1 53 PM '88
MAR 17 1 53 PM '88
REGISTRY OF DEEDS
RICHMOND COUNTY, N.C.

COUNTY

Diann C. Levine, Notary Public in and for the State aforesaid
do hereby certify that Sammy R. Whitley and Mary P. White personally appeared before me this
day 19 and acknowledged the due execution of the foregoing instrument.
Witness my hand and notarial seal this the 24 day of Oct, 1988

My Commission Expires:
5/23/89

Diann C. Levine
Notary Public

upon all of the aforesaid dedicated streets for the purpose of installing, changing, maintaining, repairing, removing or using any of the aforesaid water lines and sewer lines.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, easements as above described in fee simple forever.

And the Grantors covenant that they have the right to grant these easements, that the Grantee shall have the right to quiet and full enjoyment thereof, free and clear from any interference from the Grantors, their heirs or assigns, and that they will warrant and defend the title to said easements against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this 11th day of May, 1989.

FILED
BOOK 730 PAGE 839
MAY 12 8 31 AM '89
PATSY L. HARRIS
RECORDER OF DEEDS
RICHMOND CO. NC

Sammy L. Whitley (SEAL)
Sammy L. Whitley

Mary Whitley (SEAL)
Mary Whitley

Arthur B. Thompson, Jr.
Subscribing Witness

NORTH CAROLINA - RICHMOND COUNTY

I, the undersigned, a Notary Public of said County do hereby certify that Arthur B. Thompson, Jr. personally appeared before me this day and being duly sworn, stated that Sammy L. Whitley and Mary Whitley signed the foregoing deed in his presence.

Witness my hand and seal this 12th day of May, 1989.



Larry D. Wallace
Notary Public

My commission expires: July 26, 1993

NORTH CAROLINA - RICHMOND COUNTY

The foregoing...

NORTH CAROLINA
RICHMOND COUNTY

LAKESTONE SUBDIVISION
CONVEYANCE OF WATER LINE AND EASEMENT

THIS INDENTURE, Made and entered into by and between Sammy L. Whitley and wife, Mary Whitley of Richmond County, N. C., parties of the first part, hereafter referred to as "Grantors", and Richmond County, the Body Politic, hereafter referred to as "Grantee";

W I T N E S S E T H :

That for and in consideration of the sum of \$1.00 and other valuable considerations paid to the Grantors, the receipt of which is hereby acknowledged, the Grantors have and do hereby give, grant, bargain, sell, and convey unto the Grantee, its successors and assigns all water lines, valves, boxes, tees and all other appurtenances to the water line now installed in streets in Lakestone Subdivision. A description of that subdivision is described in deeds recorded in Book 696 at Page 263 and Book 712, Page 119 in the office of the Register of Deeds for Richmond County, N. C., reference to which is hereby made for a more detailed description.

Further, the Grantors, for the aforesaid consideration, have and do hereby give, grant, bargain, sell and convey unto the Grantee, its successors and assigns an easement to install water and/or sewer lines in all streets now shown on the recorded plats of Lakestone Subdivision and any other streets hereafter dedicated in said subdivision together with the right to install all tees, valves, valve boxes, gates, hydrants, meters, meter boxes, pumps, manholes or any other appurtenance or device usually associated with the operation of a public water system or a public sewer system. This easement includes the right to distribute and sell water together with the right to sell

5. The Owners and Pee Dee Electric covenant and agree, each with the other, that this agreement shall remain in effect so long as street lighting service is provided by Pee Dee Electric to the subject property.

IN WITNESS WHEREOF, the Owners have herunto set their hands and seals, and Pee Dee Electric has caused this Street Lighting Agreement to be signed in its name by its President, attested by its Secretary and its Corporate seal to be affixed, all by authority of its Board of Directors duly given, the day and year first above written.



Sammy L. Whiteley (SEAL)

Mary Whiteley (SEAL)

_____ (SEAL)

PEE DEE ELECTRIC MEMBERSHIP CORPORATION

By: Richard H. Johnson
President

ATTEST:

By: Jerry Harris
Secretary

(SEAL)

ATTEST:

By: Millard E. Russell
Secretary

(SEAL)