

See East Supplement to Declaration Record Book 649 P450

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MRS. JUDITH M. ADAMS  
STATE OF NORTH CAROLINA  
COUNTY OF MOORE

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR WEYMOUTH RIDGE SUBDIVISION

Know all men by these presents that John Daniel Butler, hereinafter called the "Declarant", is the owner of that certain tract of land platted and described as Weymouth Ridge Subdivision, located in Sandhills Township, Moore County, North Carolina, according to a plat thereof recorded in Plat Cabinet 3, Slide 352, in the Office of the Register of Deeds of Moore County, hereinafter referred to as "County", North Carolina (said subdivision being referred collectively to as the "Subdivision").

Declarant has subdivided the property into single-family lots as shown on the plat.

Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of establishing a general scheme for the development of all of the lots in the Subdivision and for the purpose of enhancing and protecting the value, attractiveness and desirability of said lots and which shall run with the land and be binding on all parties having or requiring any right, title or interest in the property or any part thereof, and which shall inure to the benefit of each owner thereof.

ARTICLE I

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 1.1 Residential Use. All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family residence per lot, which residence may not exceed two (2) stories in height, and a private garage as provided below.

Section 1.2 Single-Family Use. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

Section 1.3 Restrictions on Resubdivision. None of the lots shall be subdivided into smaller lots.

Section 1.4 Driveways. All driveways shall be surfaced with concrete, asphalt or similar substance approved by the Committee.

Section 1.5 Uses Specifically Prohibited.

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, which may be placed on a lot only in places which are not visible from any street on which the lot fronts) shall be permitted on any lot except that the builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a given lot during construction of a residence. No building material of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected.

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(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public or private street in the Subdivision, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view. No such vehicles or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.

(c) Trucks with tonnage in excess of one ton and any vehicle with painted advertisement shall not be permitted to park overnight within the Subdivision except those used by a builder during the construction of improvements.

(d) No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Subdivision at any time.

(e) No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highway of the State of North Carolina.

(f) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building shall be used on any property at any time as a dwelling house; provided, however, that any builder may maintain and occupy model houses, sales offices and construction trailers during the construction period.

(g) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted in the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Subdivision. No derrick or other structure designed for using in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within the Subdivision.

(h) No animals, livestock or poultry of any kind shall be raised, bred or kept on any property in the Subdivision except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purpose or for food. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community. No more than four (4) pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification. Notwithstanding the above language contained in this subparagraph, horses may be quartered on Lots 1A, 1B, and 1C, as shown on the plat of Weymouth Ridge Subdivision, for so long as 1A, 1B, and 1C are sold as a single curtilage, and in the event that said Lots 1A, 1B, and 1C, or any of the said lots are conveyed, or devised as separate lots, then the quartering of horses on the said lots shall no longer be permissible and shall be in violation of these covenants, provided, of course, that the said quartering of horses on the captioned lots shall be in conformity with the rules and regulations of the Town of Southern Pines or the appropriate governing authority.

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(i) No lot or other area in the Subdivision shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars, and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay.

(j) No individual water supply system shall be permitted in the Subdivision.

(k) No individual sewage disposal system shall be permitted in the Subdivision.

(l) No garage, garage house or other out-building (except for sales offices and construction trailers during the construction period) shall be occupied by any owner, tenant or other person prior to the erection of a residence.

(m) No air conditioning apparatus shall be installed on the ground in front of a residence. No air conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.

(n) Except with the written permission of the Committee, no antennas, discs or other equipment for receiving or sending sound or video messages shall be permitted in this Subdivision except antennas for AM or FM radio reception and UHF and VHF television reception. All antennas shall be located inside the attics of the main residential structures.

(o) No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Subdivision, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales office until such builder's last residence in the Subdivision is sold. Nothing in this subparagraph shall prohibit an owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.

(p) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(q) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any lot, it being the intention that only new construction be placed and erected thereon.

(r) Within easements on each lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.

(s) The general grading, slope and drainage plan of a lot may not be altered without the approval of the Town of Southern Pines, the Declarant, and other appropriate agencies having authority to grant such approval.

(t) No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for rent or sale, or signs used by a builder to advertise the property during the construction and sales period. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.

(u) The drying of clothes in full public view is prohibited. The owners and occupants of any lots at the intersections of streets or adjacent to parks, playgrounds or other facilities where the rear yard is visible to full public view shall construct a drying yard or other suitable enclosure to screen from public view the equipment which is incident to normal residences, such as clothes drying equipment, yard equipment and storage piles.

Section 1.6 Minimum Floor Area. The total air conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than 2,250 square feet for a detached dwelling.

Section 1.7 Side Line and Front Line Setback Restrictions. No dwelling shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum setback lines shown on the Plat or as required by the Town of Southern Pines. In any event, no building shall be located on any lot nearer than thirty (30) feet from any lot line. Accessory buildings must be at thirty (30) feet from the rear of side lot lines of the lot.

Notwithstanding the above, Lot Number 2 and Lots Numbers 6 through 13 of the said Weymouth Ridge Subdivision shall be in conformity with Paragraph 2 of the Conditions and Covenants contained in that certain Deed dated July 20, 1951 from James Boyd, Jr., Unmarried, and Daniel Lamont Boyd and Wife, Rhoda W. Boyd, and Howard N. Butler and Wife, Harriet K. Butler, recorded in Deed Book 174, at Page 355, of the Moore County Registry, as it refers to thirty (30) foot setbacks from any lot lines of Lot Number 2 and Lots Numbers 6 through 13.

Section 1.8 Waiver of Front Setback Requirements. With the written approval of the Committee, any building may be located further back from the front property line of a lot than provided above, where, in the opinion of the Committee, the proposed location of the building will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots.

Section 1.9 Fences and Walls. Any fence or wall must be constructed of masonry, brick, wood or other material approved by the Committee. No fence or wall shall be permitted to extend nearer to any street than the back building line of any residence. Fences or walls erected by Declarant shall become the property of the owner of the lot on which the same are erected and, as such, shall be maintained and repaired by such owner except as provided in Article III. No portion of any fence shall extend eight (8) feet in height.

Section 1.10 Mailboxes. Mailboxes shall be constructed of a material and design approved by the Committee.

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ARTICLE II

ARCHITECTURAL CONTROL

Section 2.1 Appointment. Declarant shall designate and appoint an Architectural Control Committee (herein called the "Committee") composed of three (3) individuals, each generally familiar with the residential and community development design matters and knowledgeable about Declarant's concern for a high level of taste and design standards within the Subdivision. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Subdivision consistent with this declaration.

Section 2.2. Successors. In the event of the death, resignation or removal by Declarant of any member of the Committee, the remaining members of the Committee may appoint a successor member. No member of the Committee shall be entitled to compensation for, or be liable for claims, causes of action, or damages arising out of, services performed pursuant to this declaration.

Section 2.3 Authority. No landscaping shall be undertaken and no building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee as to:

- (a) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, proper facing of main elevation with respect to nearby streets;
- (b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots in the Subdivision; and
- (c) the other standards set forth within this declaration (any any amendments hereto) or matters in which the Committee has been vested with the authority to render a final interpretation and decision.

The Committee is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more lot owners or the general value of lots in the Subdivision. In considering the harmony of external design between existing structures and the proposed building being erected, placed or altered, the Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

Section 2.4 Procedure for Approval. Final plans and specifications shall be submitted in duplicate by certified mail to the Committee. The plans and specifications shall show the nature, kind, shape, height, materials and locations of all landscaping and improvements. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in this declaration. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans shall be marked "Approved", signed by a majority of the Committee and returned to the lot owner or his designated representative. If disapproved by the Committee, one set of such plans shall be returned marked "Disapproved" and shall be accompanied by a reasonable statement of the reasons for disapproval, which statement shall be signed by a majority of the Committee. Any

modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Committee give verbal approval of any plans. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Article shall be deemed to have been completed. In case a dispute about whether the Committee responded within such time period, the person submitting the plans shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt.

Section 2.5 Standards. The Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built in the Subdivision. The Committee may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this declaration.

Section 2.6 Liability of Committee. The members of the Committee shall have no liability for decisions made by the Committee so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans or the site plan submitted to the Committee shall be the responsibility of the owner of the lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of the Declaration, City codes; state statutes or the common law, whether the same relate to lot lines, building lines, easements or any other issue.

ARTICLE III

GENERAL PROVISIONS

Section 3.1 Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clear condition any easement which may traverse a portion of the lot.

The Declarant reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company 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 Carolina Power and Light Company by the owner of each building.

The Declarant reserves the right to install and maintain utilities and/or drainage facilities over the front, rear, and side ten (10) feet of any lot, and the owners of property in the said Weymouth Ridge Subdivision, as well as their guests and invitees, shall have non-exclusive easements within the said ten (10) feet as described herein in the subdivision for the purposes of walking or running.

Section 3.2. Recorded Plat. All dedications, limitations, restrictions and reservations shown on the Plat are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant, conveying lots in the Subdivision, whether specifically referred to therein or not.

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**Section 3.3 Lot Maintenance.** The owner and occupant of each lot shall cultivate an attractive ground cover or grass on all yards visible from the street, shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line. Grass, weeds and vegetation on each lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street. No owner shall permit weeds or grass to grow to a height of greater than six inches (6") upon his property. No foundation planting, shrub or other vegetation near the house shall be allowed to grow above the bottom of any window. Upon failure of any owner to maintain any lot, Declarant or its assigns may, at its option, have the grass, weeds and vegetation cut as often as necessary in its judgment, and the owner of such property shall be obligated, when presented with an itemized statement, to reimburse Declarant for the cost of such work. This provision, however, shall in no manner be construed to create a lien in favor of any party on any property for the cost of such work or the reimbursement for such work.

**Section 3.4 Maintenance of Improvements.** Subject to the provisions of this Declaration of Covenants, Conditions and Restrictions for Weymouth Ridge Subdivision, each lot owner shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

**Section 3.5 Mortgages.** It is expressly provided that the breach of any of the foregoing conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to lots acquired by foreclosures, trustee's sales or otherwise, as to any breach occurring after such acquisition of title.

**Section 3.6 Term.** The foregoing covenants and restrictions shall run with and bind the land and shall remain in full force and effect for a term of thirty (30) years after this declaration is recorded. They shall be automatically extended for successive periods of ten (10) years unless amended as provided herein.

**Section 3.7 Severability.** If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

**Section 3.8 Binding Effect.** Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Subdivision, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Subdivision. This instrument, when executed, shall be filed of record in the deed records of the County so that each and every owner or purchaser of any portion of the Subdivision is on notice of the conditions, covenants, restrictions and agreements herein contained.

**Section 3.9 Enforcement.** The owner of any lot in the Subdivision shall have the easement and right to have each and all of the foregoing restrictions, conditions and covenants herein faithfully carried out and performed with reference to each and every lot in the Subdivision, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each lot in the Subdivision, without reference

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to when it was sold, the right and easement to have such restriction, conditions and covenants strictly complied with, such right to exist with the owner of each lot and to apply to all other lots in the Subdivision whether owned by the undersigned, its successors and assigns, or others. Failure by any owner, including Declarant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3.10 Definition of "Owner". As used herein, the term "owner" shall refer to the record owner, whether one or more persons or entities (including contract sellers), of the fee simple title to a lot on which there is or will be built a single-family residence, but not including those having an interest merely as security for the performance of an obligation.

Section 3.11 Other Authorities. If other authorities, such as the City, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 3.12 Addresses. Any notices or correspondence to an owner of a lot shall be addressed to the street address of the lot. Any notices or correspondence to the Committee shall be addressed to the address shown opposite the signature of Declarant below or to such other address as is specified by the Committee pursuant to an instrument recorded in the deed records of the County.

Section 3.13 Amendment. At any time, the owners of the legal title to seventy-five percent (75%) of the lots within the Subdivision (as shown by the County records) may amend the covenants, conditions and restrictions set forth herein by recording an instrument containing such amendment(s), except that, for the ten (10) years following the recording of this declaration, no such amendment shall be valid or effective without the joinder of Declarant.

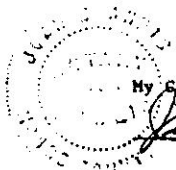
IN TESTIMONY WHEREOF, the undersigned, John Daniel Butler, does hereunto set his hand and seal on this the 20th day of July, 1987, and Carol H. Butler, Wife of John Daniel Butler, does hereunto set her hand and seal all for the purposes herein expressed.

Address: P.O. Box 89, Salina, N.C. P.O. Box 89, Southern Pines, N.C.  
John Daniel Butler (Seal)  
John Daniel Butler  
Carol H. Butler (Seal)  
Carol H. Butler

STATE OF NORTH CAROLINA  
COUNTY OF MOORE

I, Joan E. Annis, a Notary Public of the sforesaid County and State, do hereby certify that John Daniel Butler and Wife, Carol H. Butler, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 20th day of July, 1987.



My Commission Expires: July 23, 1991

Joan E. Annis  
Notary Public

North Carolina Moore County  
The foregoing certificate of Joan E. Annis  
Notary Public is certified to be correct.  
Judith M. Adams, Register of Deeds  
Mary A. [Signature] Assistant

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STATE OF NORTH CAROLINA  
COUNTY OF MOORE

MAR 9 1 56 PM '89

FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEYMOUTH RIDGE SUBDIVISION  
REVISOR: JAMES M. ADAMS  
REGISTERED DEEDS  
MOORE COUNTY, N.C.

THIS SUPPLEMENT, made and entered into this the 21<sup>st</sup> day of February, 1989, by and between JOHN DANIEL BUTLER (hereinafter referred to as "Declarant") and wife, CAROL H. BUTLER, and RICHARD COLE CRAVEN and wife, SHARON BROCK CRAVEN (hereinafter referred to as "Craven");

WITNESSETH:

WHEREAS, the Declarant recorded on July 22, 1987 a Declaration of Covenants, Conditions and Restrictions for Weymouth Ridge Subdivision, which Declaration is recorded in Deed Book 564, Page 20, of the Moore County Public Registry; and

WHEREAS, the said Declaration purported to encumber all of the lots contained in Weymouth Ridge Subdivision as shown on that certain map recorded in Plat Cabinet 3, Slide 352, of the Moore County Public Registry; and

WHEREAS, by oversight Craven, the then owner of Lots 15 and 16 of Weymouth Ridge, failed to execute the said Declaration and thereby raised the issue as to whether the said Lots 15 and 16 were rightfully encumbered by the said Declaration; and

WHEREAS, by deed recorded May 20, 1988, in Deed Book 607, Page 9, of the Moore County Public Registry, Craven conveyed Lot No. 15 to E. D. Bryant Building Company, Inc., and

WHEREAS, Craven desires to subject the remaining Lot 16 to the terms and provisions of said Declaration of Covenants, Conditions, and Restrictions for Weymouth Ridge Subdivision, and the Declarant has agreed and consented to the subjecting of the said Lot 16 to said Declaration and has agreed to execute this Supplement, along with Craven, to evidence that intent.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the sufficiency of which consideration is hereby acknowledged by the parties hereto, Craven does hereby submit Lot 16 of Weymouth Ridge Subdivision as shown on the aforesaid plat to that certain Declaration of Covenants, Conditions and Restrictions for Weymouth Ridge Subdivision as recorded in Deed Book 564, Page 20, of the Moore County Public Registry and does hereby agree that, for all intents and purposes hereafter, the said Lot shall be subject in all respects to the terms and provisions of said Declaration in the same manner as if the said Lot had been properly dedicated to the said Declaration at the time of the original execution and recordation thereof. The Declarant hereby accepts the submission of the said Lot 16 to the said Declaration and agrees that hereafter the said Lot shall be treated in all respects as if it had been properly subjected to the said

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CRANE AND BERTON  
ATTORNEYS AT LAW  
SOUTHERN PINES  
NORTH CAROLINA

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Declaration at the time the said Declaration was originally executed and recorded.

IN WITNESS WHEREOF, the individual parties hereto have hereunto set their hands and seals, all on the day and year first above written.

John Daniel Butler (SEAL)  
John Daniel Butler

Carol H. Butler (SEAL)  
Carol H. Butler

Richard Cole Craven (SEAL)  
Richard Cole Craven

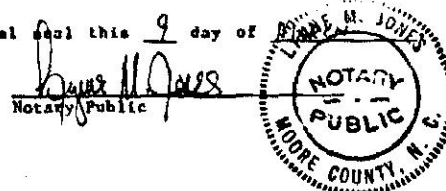
Sharon Brock Craven (SEAL)  
Sharon Brock Craven

STATE OF NORTH CAROLINA - COUNTY OF MOORE

I, LYNNE M. JONES, Notary Public in and for the said County and State, do hereby certify that John Daniel Butler and wife, Carol H. Butler personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this 9 day of APRIL, 1989.

My commission expires: 10-11-92



STATE OF OHIO - COUNTY OF CUYAHOGA

I, CLAUDIA MULLEN, Notary Public in and for the said County and State, do hereby certify that Richard Cole Craven and wife, Sharon Brock Craven personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this 28<sup>th</sup> day of FEBRUARY, 1989.

My commission expires: 11-20-89

Claudia R. Mullen  
Notary Public

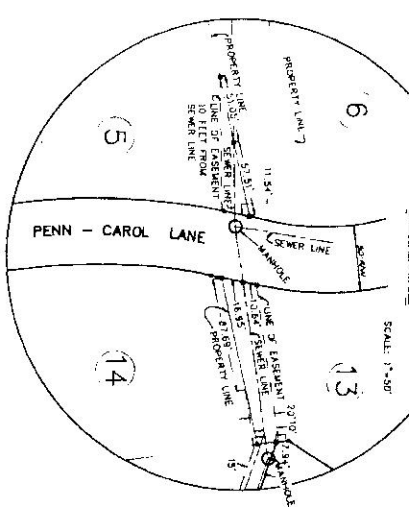
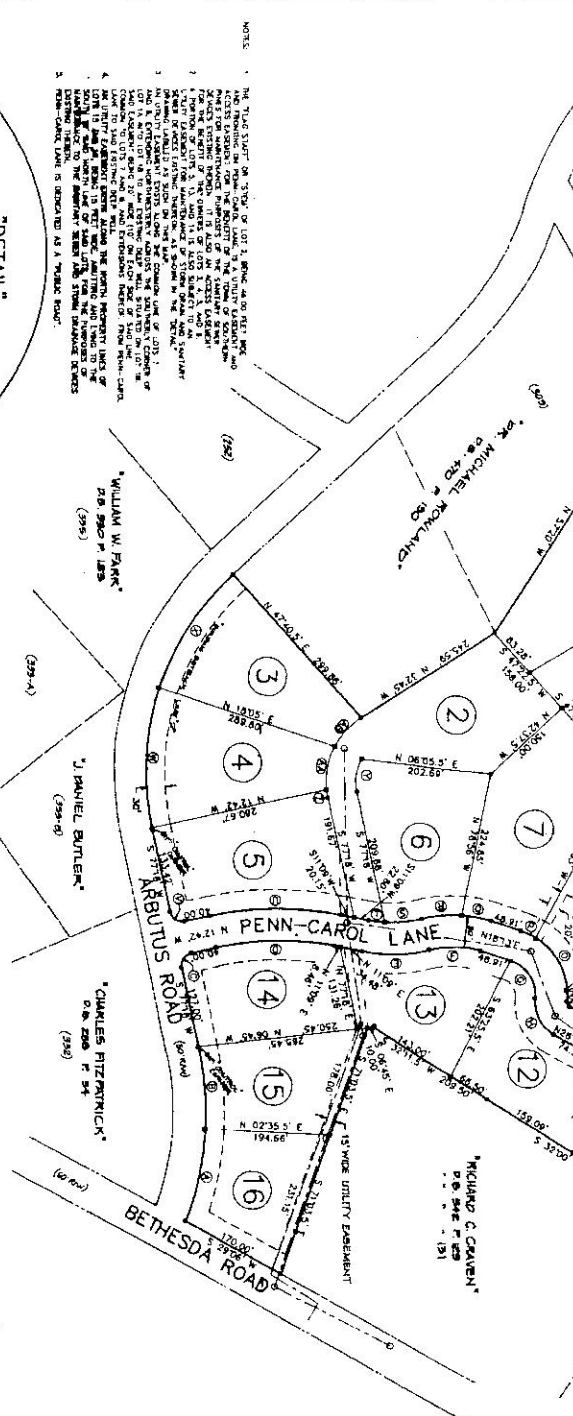
CLAUDIA R. MULLEN  
Notary Public, State of Ohio  
Recorded in Cuyahoga County  
My Comm. Expires 11-20-89

North Carolina--Moore County

The foregoing certificate(s) of Lynne M. Jones and Claudia R. Mullen, Notary/Notaries Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time in the book and page shown in the first page hereof.

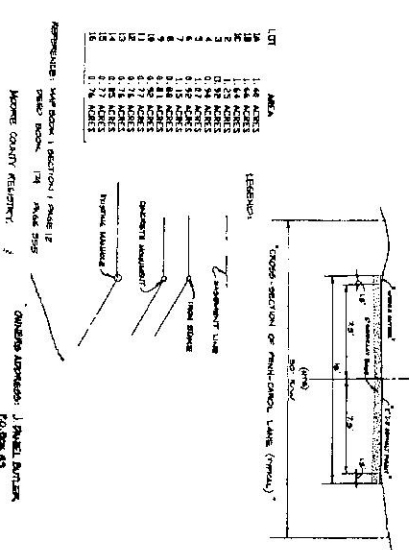
Judith M. Adams, Register of Deeds  
Judith M. Adams Assistant

CHENE AND SHELTON  
ATTORNEYS AT LAW  
SOUTHERN PINES  
NORTH CAROLINA



TABLES: CARRIED PROPERTY LINE DATA, CARRIED EASEMENT DATA, and LOT AREA.

LOT	AREA
1	1.46 ACRES
2	1.46 ACRES
3	1.46 ACRES
4	1.46 ACRES
5	1.46 ACRES
6	1.46 ACRES
7	1.46 ACRES
8	1.46 ACRES
9	1.46 ACRES
10	1.46 ACRES
11	1.46 ACRES
12	1.46 ACRES
13	1.46 ACRES
14	1.46 ACRES
15	1.46 ACRES
16	1.46 ACRES



WORTH COUNTY, NORTH CAROLINA  
 Plat Cabinet 3 Site 352  
 Subdivision Map of  
 Weymouth Ridge  
 J. Daniel Butler  
 Moore County, North Carolina  
 Southern Pines, North Carolina

WYEMOUTH RIDGE  
 PROPERTY OF  
 J. DANIEL BUTLER  
 MOORE COUNTY,  
 SOUTHERN PINES, NORTH CAROLINA  
 MAY 11, 1987  
 RAYNOR LAND SURVEYING  
 PINEHURST, NORTH CAROLINA 28374

NOTES:  
 1. THIS MAP IS A PART OF LOT 1, BEING AS SHOWN ON THE...  
 2. THE SEWER LINE IS TO BE INSTALLED...  
 3. THE WATER LINE IS TO BE INSTALLED...  
 4. THE GAS LINE IS TO BE INSTALLED...  
 5. THE UTILITY EASEMENT IS TO BE INSTALLED...

APPROVED: J. Daniel Butler  
 Surveyor  
 MOORE COUNTY, NORTH CAROLINA