

82± Pamlico County
North Carolina
acres

Offered in 6 Tract

6 Waterfront Acreages with Potential Dock Access

Bell Point - Panoramic Views

*Large, Mature Loblolly Pines
Throughout Property*

Numerous Secluded Setting

*Pamlico Sound - Fishing,
Boating & Waterfowl
Hunting Paradise*

The Woods on Bell Point

LAND AUCTION

Stunning Coastal Waterfront Building Sites on The Bay River

INFORMATION *Booklet*

Thursday,
May 27 at 5pm



800.451.2709 • SchraderAuction.com

Disclaimer

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.

**AUCTION
MANAGER**

BRENT WELLINGS • 405-332-5505 • brent@schraderauction.com



950 N. Liberty Dr., Columbia City, IN 46725
800.451.2709 | 260.244.7606 | www.schraderauction.com

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BIDDER PRE-REGISTRATION FORM

THURSDAY, MAY 27, 2021

82 ACRES – MERRITT, NORTH CAROLINA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Email to auctions@schraderauction.com or brent@schraderauction.com, no later than Thursday, May 20,
2021.

Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

☐ Brochure ☐ Newspaper ☐ Signs ☐ Internet ☐ Radio ☐ TV ☐ Friend

☐ Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

☐ Regular Mail ☐ E-Mail E-Mail address: _____

☐ Tillable ☐ Pasture ☐ Ranch ☐ Timber ☐ Recreational ☐ Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____

Date: _____

Online Auction Bidder Registration
82± Acres • Palmico County, North Carolina
Thursday, May 27, 2021

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Thursday, May 27, 2021 at 5:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431; email: auctions@schraderauction.com

For wire instructions please call 1-800-451-2709.

7. My bank routing number is _____ and bank account number is _____.
(This for return of your deposit money). My bank name, address and phone number is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.
9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Thursday, May 20, 2021**. Send your deposit and return this form via email to: **auctions@schraderauction.com or brent@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.



LOCATION MAP



LOCATION MAP

Auction Location:

New Bern Waterfront Convention
Center 203 S Front St
New Bern, NC 28560

Online Bidding Available

Property Location:

Woodson Trail,
Merritt, NC 28556





TRACT MAP



TRACT MAP

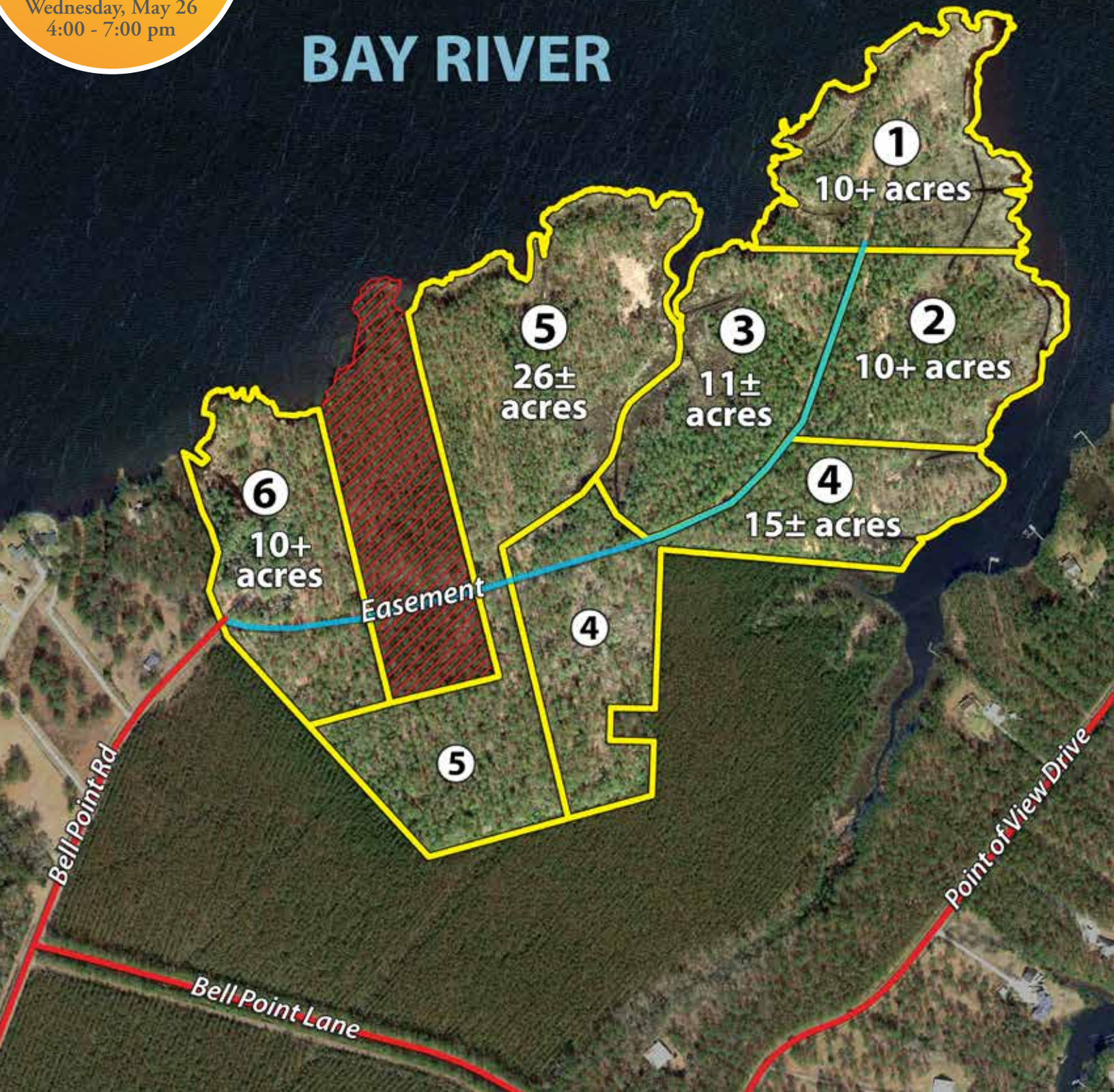
*Inspection/
Land Tours:*

Wednesday, April 28
4:00 - 7:00 pm

Saturday, May 15
1:00 - 5:00 pm

Wednesday, May 26
4:00 - 7:00 pm

BAY RIVER





TRACT DESCRIPTIONS



Thursday,
May 27 at 5pm

82± Pamlico County
North Carolina
acres
Offered in 6 Tracts

The Woods on Bell Point

LAND AUCTION

Stunning Coastal Waterfront Building Sites on The Bay River

The Woods on Bell Point – You will not want to miss the opportunity to view a truly special piece of earth. This property is breathtaking! Here you will discover towering Loblolly Pines, coastal reed grasses and nesting Osprey colliding with the sun rising and setting over the Pamlico Sound and Bay River – creating a setting that words struggle to describe. Encompassing 82± acres, ***The Woods*** will be offered in 6 attractive ***waterfront*** tracts that range from 10+ to 26± acres in size. Each tract has its own unique character, fronts the water and has approved septic system locations. At the auction, you will have the opportunity to purchase the property that is right for you! Bidders may place bids on any individual tract, combination of tracts or the entire property. Join us on a Land Tour Day to investigate this spectacular property!

- TRACT 1: ***The Bell Point*** is truly stunning, 10+ acres with 180 degree waterfront views, you will struggle to find a more attractive Tidewater property.
- TRACT 2: 10+ acres, with waterfront sunrise views that will rival any.
- TRACT 3: 11± acres, towering pines and a wonderful potential dock site make this tract worth investigating.
- TRACT 4: 15± acres, with a wonderful potential dock site and lots of acreage to make your own!
- TRACT 5: 26± acres, take your pick of numerous building and dock site options on this gorgeous tract.
- TRACT 6: 10+ acres that is a stunning setting, awesome potential dock site here and the Pine Trees on this tract are unmatched!

Terms and Conditions:

PROCEDURE: Tracts 1 through 6 will be offered in individual tracts, in any combination of these tracts, or as a total unit. There will be open bidding on all tracts and combinations during the auctions as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete. The property will be sold in the manner resulting in the highest total sale price.

DOWN PAYMENT: 10% of the total contract purchase price will be due as a down payment on the day of auction, with the balance due in cash at closing. The down payment may be made in the form of cashier's check, personal check, or corporate check. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING.**

BUYER'S PREMIUM: A 4% Buyer's Premium will be added to the Bid Price and included in the Contract Purchase Price.

APPROVAL OF BID PRICES: All successful bidders will be required to enter into purchase agreements at the auction site immediately following the close of the auction. The auction bids are subject to the acceptance or rejection by the Seller.

DEED: Seller shall be obligated only to convey a merchantable title by Trustees Deed.

EVIDENCE OF TITLE: Seller agrees to make available to bidder a preliminary title insurance commitment to review prior to auction. The cost of title insurance, if the buyer(s) elects to purchase the title insurance policy, will be the responsibility of the buyer(s). Seller agrees to provide merchantable title to the property subject to matters of

record, general conditions of title, and similar related matters. All tracts sold "AS-IS".

CLOSING: The closing shall take place 45 days after the auction or as soon thereafter as applicable surveys and closing documents are completed by Seller.

POSSESSION: Possession of the land shall be at closing.

REAL ESTATE TAXES: Real Estate taxes shall be prorated to the date of closing.

MINERALS: The sale of the Property will include the minerals currently owned by Seller (if any). However, no promise, warranty or representation will be made as to the existence or value of any minerals or the nature or extent of Seller's interest therein.

ACREAGE AND TRACTS: All acreages are approximate and have been estimated based on current legal descriptions, property tax records and/or aerial photos. Any corrections, additions, or deletions will be made known prior to the auction.

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance. Closing prices shall be adjusted to reflect any difference between advertised and surveyed acres, if a new survey is determined to be necessary by the Seller.

AGENCY: Schrader Real Estate and Auction Company, Inc. and their representatives are exclusive agents of the Seller.

DISCLAIMER AND ABSENCE OF WARRANTIES:

All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

CORRECTIONS AND CHANGES: Please arrive prior to scheduled auction time to inspect any changes or additions to the property information.



800.451.2709

SchraderAuction.com

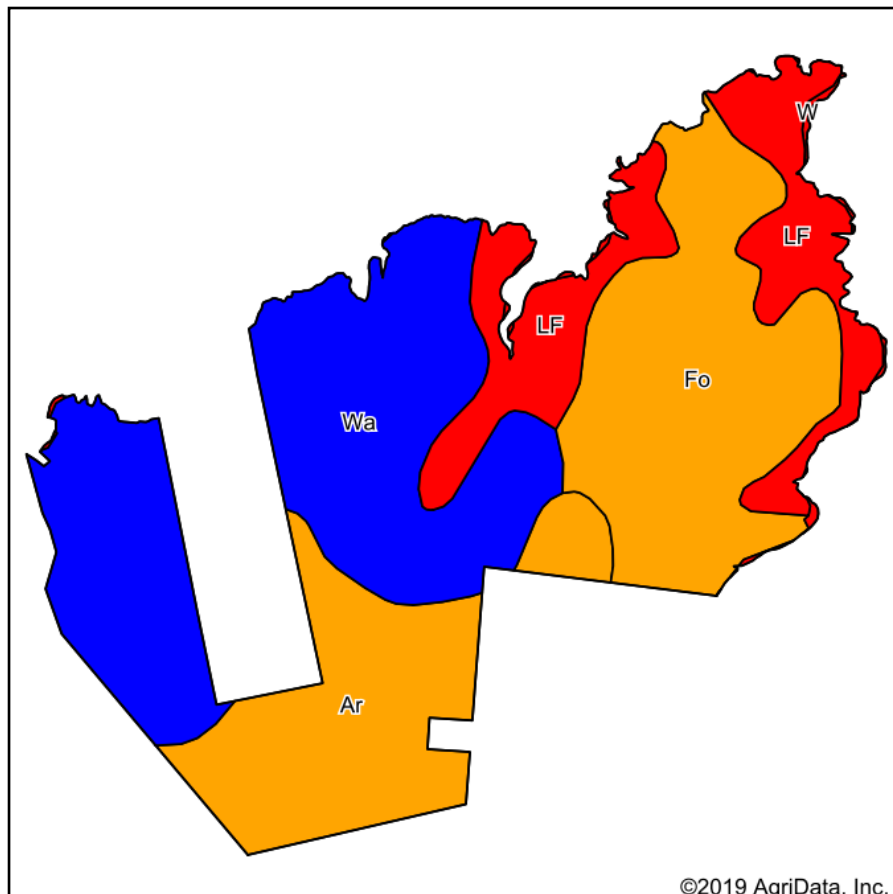
**MULTI-TRACT
AUCTIONS**



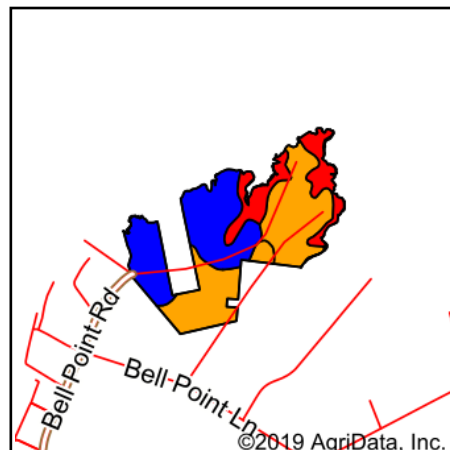
SOILS MAP



SOILS MAP



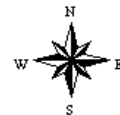
Soils data provided by USDA and NRCS.



State: **North Carolina**
 County: **Pamlico**
 Location: **35° 9' 49.52, -76° 39' 27.03**
 Township: **Township 3**
 Acres: **86.52**
 Date: **6/8/2020**

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Maps Provided By:
surety
 CUSTOMIZED ONLINE MAPPING
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Area Symbol: NC137, Soil Area Version: 21

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Cor n	Cotton lint	Flue cured tobacco	Grain sorghum	Improved bermudagrass	Oats	Peanuts	Rye	Soybeans	Tall fescue hay	Wheat
Wa	Wahee fine sandy loam	31.91	36.9%		IIw	93	608	1928	42	4	72	2096	42	35	8	42
Fo	Fork loamy fine sand	22.64	26.2%		IIIw	112	753		52	6	80		47	38	5	47
Ar	Argent loam	16.92	19.6%		IIIw	106	664	1859	49	4	84		49	36	4	49
LF	Longshoal muck, very frequently flooded	14.56	16.8%		VIIIw											
W	Water	0.49	0.6%		VIIIw											
Weighted Average						84.3	551.1	1074.6	38.7	3.8	63.9	773	37.4	29.9	5	37.4

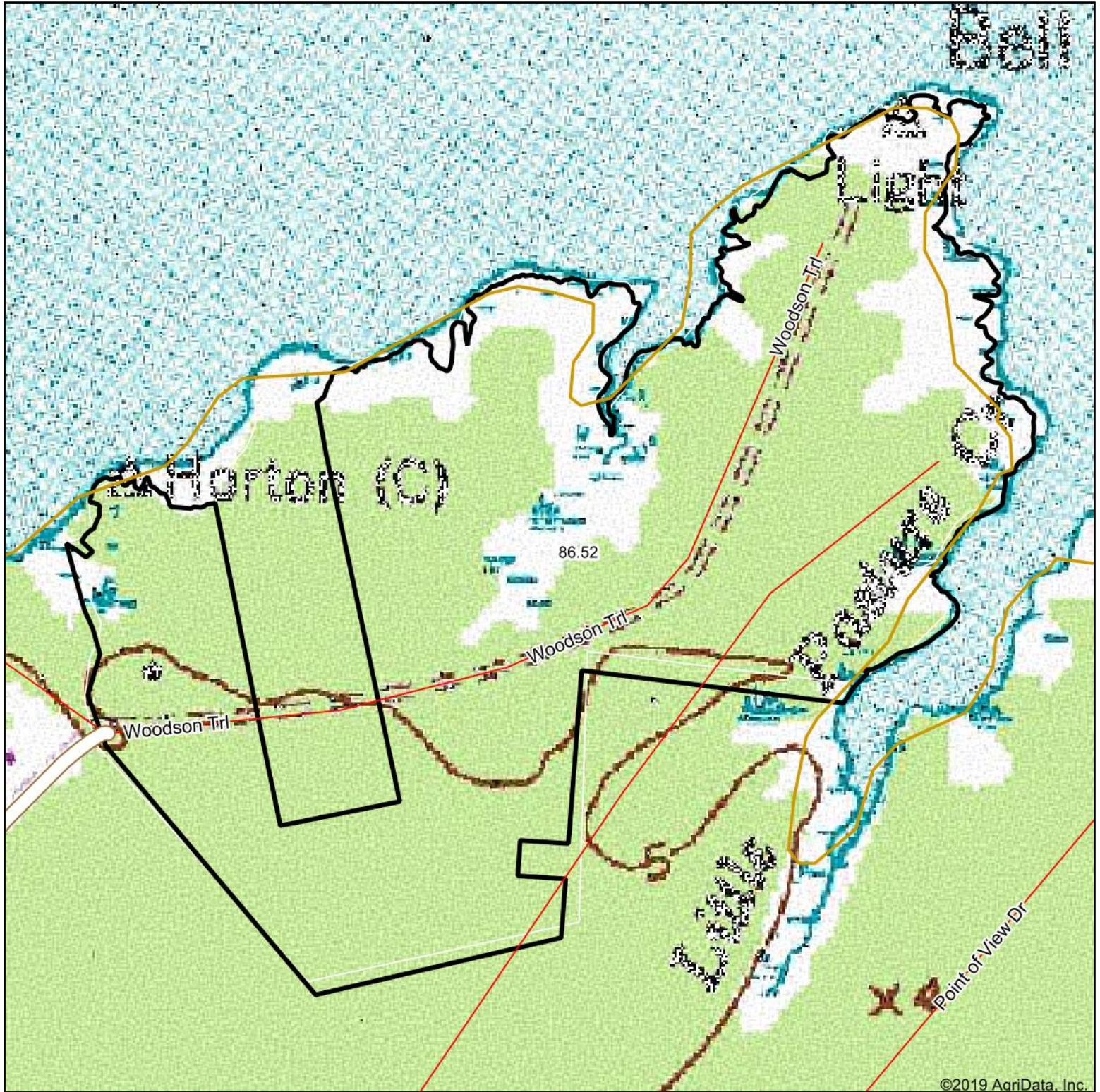
Soils data provided by USDA and NRCS.



TOPOGRAPHY MAP



TOPOGRAPHY MAP

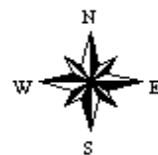


map center: 35° 9' 49.52, -76° 39' 27.03

0ft 483ft 966ft



**Pamlico County
North Carolina**



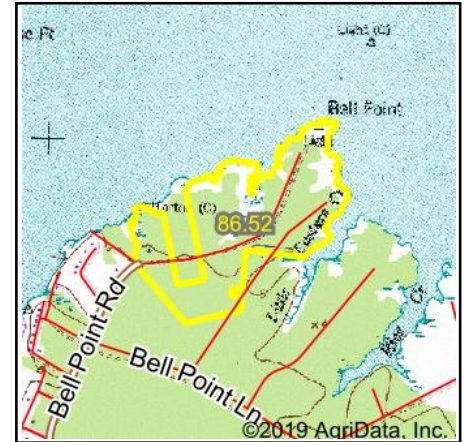
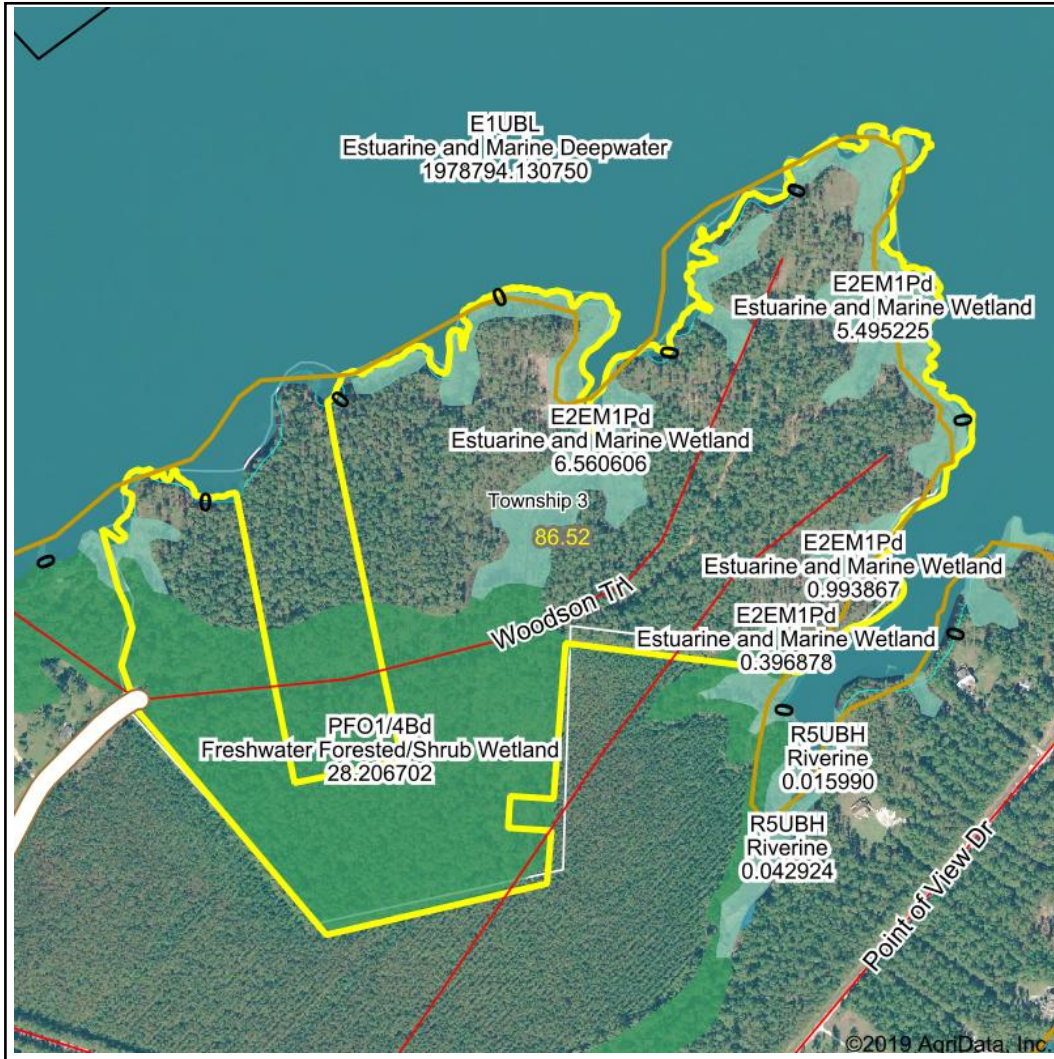
6/8/2020



WETLANDS MAP



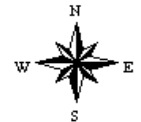
WETLANDS MAP



State: **North Carolina**
 Location:
 County: **Pamlico**
 Township: **Township 3**
 Date: **6/8/2020**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By:
surety
 CUSTOMIZED ONLINE MAPPING
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0ft 751ft 1502ft

Classification Code	Type	Acres
PFO1/4Bd	Freshwater Forested/Shrub Wetland	22.97
E2EM1Pd	Estuarine and Marine Wetland	15.44
E1UBL	Estuarine and Marine Deepwater	1.81
PFO4Sd	Freshwater Forested/Shrub Wetland	1.79
PFO1/4Ad	Freshwater Forested/Shrub Wetland	0.50
Total Acres		42.51

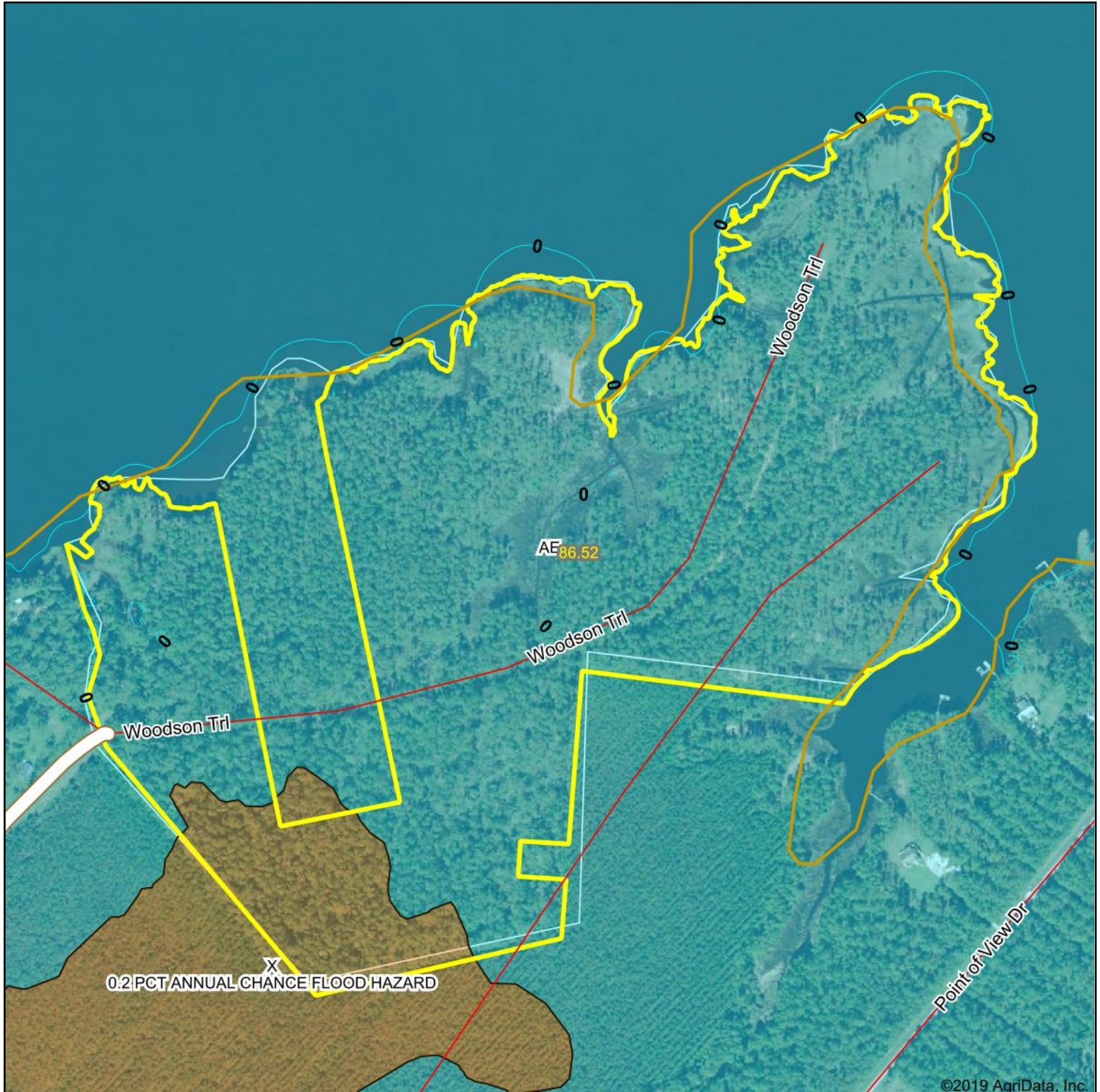
Data Source: National Wetlands Inventory website. U.S. DoI, Fish and Wildlife Service, Washington, D.C. <http://www.fws.gov/wetlands/>



FLOOD ZONE MAP



FLOOD ZONE MAP



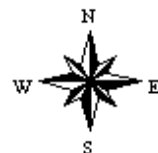
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Map Center: 35° 9' 49.52, -76° 39' 27.03

0ft 483ft 966ft

Pamlico County
North Carolina



6/8/2020

Maps Provided By:
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Field borders provided by Farm Service Agency as of 5/21/2008. Flood related information provided by FEMA



RESTRICTIVE COVENANTS & ROAD MAINTENANCE AGREEMENT



RESTRICTIVE COVENANTS & ROAD MAINTENANCE AGREEMENT



Doc ID: 002046760012 Type: CRP
Recorded: 05/04/2011 at 08:20:02 AM
Fee Amt: \$47.00 Page 1 of 12
Pamlico, NC
Sue H. Whitford Register of Deeds

BK **555** PG **749-760**

RETURNED TO:
DATE RETURNED:

Delamar
5-6-11

Prepared by/Return to: Sara L. Delamar, Delamar & Delamar, PLLC, Attorneys at Law, P.O. Box 411, Bayboro, N.C. 28515

NORTH CAROLINA
PAMLICO COUNTY

DECLARATION OF RESTRICTIVE, PROTECTIVE COVENANTS AND PROVISIONS FOR PRIVATE ROAD MAINTENANCE FOR THE WOODS ON BELL POINT

THIS DECLARATION, is made and entered into this the 28th day of April, 2010 by **Nancy Woodson Deacon** (hereinafter sometimes referred to as "DEVELOPER") and husband **Otto David Deacon**, and **Thomas Butler and wife Judy Butler** and **Charles Malcolm Buie**, and **Charles E. Bussey**;

WITNESSETH:

WHEREAS, Developer owns in fee simple title to the real property hereinafter described and wishes to impose certain covenants, conditions and restrictions thereon and create a residential community known as "The Woods on Bell Point";

WHEREAS, the said property will have access to Bell Point Road (State Road 1330) via the private road shown on the plat hereinafter referred to, said private road being known as "Woodson Trail";

WHEREAS, Developer, by this Declaration, wishes to bind itself, its successors and assigns to the covenants, conditions and restrictions hereinafter set forth and to further provide all owners of any portion of said property owned by Developer described below perpetual ingress, egress and regress to said State Road; and

WHEREAS, Developer, by this Declaration and these restrictions, wishes to bind itself, its successors and assigns to provide for maintenance of said private road landscaping and signage;

RESTRICTIVE COVENANTS & ROAD MAINTENANCE AGREEMENT

NOW THEREFORE, hereby covenants and agrees to and with all persons, firms and corporations now owing or hereafter acquiring any portion of the property shown on the survey map recorded in Plat Cabinet A, Slide 141-5 of the Pamlico County Registry (hereinafter the "Plat") (including that portion of the property subdivided into lots 2 and 2A, as shown on the survey map recorded in Plat Cabinet A, Slide 179-4), that the Subdivision is hereby subjected to the following restrictions as to the use thereof and that said restrictions are to run with the Subdivision and every part thereof by whomsoever owned, to-wit:

1. PREAMBLE. These restrictive and protective covenants are declared for the purpose of insuring the best use and most appropriate development of the Subdivision and each lot therein; to protect the owners of lots against such improper use of surrounding lots as might depreciate the value of their property; to preserve, so far as is practicable, the natural beauty of the Subdivision; to guard against the erection on any lot of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the Subdivision; to encourage and secure erection of attractive homes within the Subdivision, with appropriate locations thereof of building sites; to prevent haphazard and unharmonious improvements from being erected on any lot; to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvements in the Subdivision, and thereby to enhance the values of the investments made by purchasers of lots therein.

2. LOT; RESIDENTIAL USE, BUILDING TYPE AND QUALITY AND NUMBER OF BUILDINGS. No lot (as herein defined) shall be used except for single family residential purposes. For the purposes of this instrument, the word "lot" shall be defined as the following properties: (1) Lot Number Two as shown on the plat recorded in Plat Cabinet A, Slide 179-4, and (2) the remainder of the property shown on the plat recorded in Plat Cabinet A, Slide 179-4, less and except Lot 2(A), as shown on the survey map recorded in Plat Cabinet A, Slide 179-4. A "dwelling" shall be defined as a structure that includes living quarters. All dwellings constructed within the Subdivision shall be so called "stick built" dwellings or modulars and shall be constructed of materials of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. The exterior of the dwelling shall be approved by Developer or by the architectural committee created by developer. Aluminum siding shall not be placed on the exterior of any dwelling or building. No mercury vapor lights shall be permitted on the property. No structure greater than two stories shall be permitted on the property.

No more than two buildings shall be placed on a lot without written approval of Developer or the architectural committee.

3. RE-SUBDIVISION, RECOMBINATION. The lay of the lots as shown on the Plat shall be adhered to, and no lot or group of lots may be re-subdivided so as to produce a greater number of smaller lots, except with the consent of Thomas Butler and Judith Butler, or their successors in interest; however, more than one lot may be used for the erection of a single residential structure, provided the location of such structure and its external design are approved in writing by Developer as hereinafter provided. Any lot may be recombined with all or some portion of one or more adjoining lots so long as such recombination: (a) does not cause any existing structure on any lot to violate the setback requirements set forth in paragraph 7 hereof; (b) is in compliance with applicable subdivision ordinances and/or regulations; (c) in those cases where a portion of an adjoining lot or lots remain(s) as a separate lot or lots, such lot or lots shall be of sufficient size to allow the construction of one single family dwelling on each such lot which dwelling shall be of the minimum size required by paragraph 6 hereof and satisfy the setbacks required by paragraph 7 hereof; and (d) is approved in writing by Developer. However, in no event shall this provision be utilized to increase the total number of lots in the subdivision. In no event shall lots smaller in size than 10 acres be permissible.

RESTRICTIVE COVENANTS & ROAD MAINTENANCE AGREEMENT

The provisions contained in this section shall not be subject to amendment or revocation and shall remain in force and effect regardless of revocation or if any changes are made to the restrictions on the real property described herein.

Notwithstanding any language in this section, Developer may subdivide any real property described herein which has not been divided into lots as of the date of the recording of this Declaration.

4. PUBLIC UTILITIES, RESERVATION OF EASEMENTS. No lot shall be used except for residential purposes, however neither this provision or any other provision shall be construed to prevent the granting of easements for the relocation of existing public utility lines or cable television lines for the service of any lot or lots in the Subdivision, provided that such easements are executed by the owners of the land over which they are to pass.

Easements are hereby reserved for the installation and maintenance of public utilities and for the installation and maintenance of cable television lines within ten (10) feet of all lot lines as may be necessary for the service of the subdivision by such utilities, which utilities shall be located underground. Drainage easements are reserved as shown on the Plat. Within the easements hereby reserved, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or cable television lines or which may change the direction of flow of drainage channels in the easement or which may obstruct or retard the flow of water through drainage channels in the easement.

During construction of a dwelling or improvement on a Lot, the Lot Owner shall keep Woodson Trail in passable condition. Following completion of construction, the Lot Owner who completed construction shall be responsible for returning Woodson Trail to the condition it was in prior to construction.

Developer shall not be responsible for any damages inflicted to roadways, utilities, drainage channels, or other facilities serving the Subdivision, which damages are incurred during the construction of a dwelling on any lot by any person, firm or corporation other than Developer. Any such damages shall be repaired at the sole expense of the owner of such lot constructing such dwelling and each such owner does hereby agree to indemnify and hold Developer harmless for all such damages.

The easement areas located on each lot and all improvements located within such easement areas shall be maintained continuously by the owner of the lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or public authority or utility company or cable television company. No conveyance by the Developer of any lot, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of the easements reserved herein, or any of them, even though the conveyance purports to convey the lot in fee simple, or by other language purports to convey Developer's entire interest therein, but such effect shall arise if the conveyance specifically recites it to be the intention of the Developer to thereby convey or release the easements herein reserved.

Developer and all Lot Owners shall have an easement for installation and maintenance of utilities along Woodson Trail.

5. PLAN APPROVAL REQUIRED. Except for original construction performed by or on behalf of Developer, including any original construction performed due to Developer's further subdivision of

RESTRICTIVE COVENANTS & ROAD MAINTENANCE AGREEMENT

the real property described herein, or as otherwise in these covenants provided, no building, fence, electric pet fence, sidewalk, drive, carport, mailbox, or other structure, or improvement or anything attached thereto visible from the outside of the structure or improvement (including, without limitation, storm doors, windows, drapes or window coverings) shall be erected, placed, altered, or maintained within the Subdivision nor shall any exterior addition to or change (including any change in color) or alteration therein be made until the proposed building plans, specifications, exterior color and finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), general contractor and all subcontractors, and construction schedule shall have been submitted to and approved in writing by the Developer, or by any architectural control committee created by said Developer or by a majority of the lot owners. Refusal of approval of plans, location or specification by said Developer or architectural control committee may be based upon any reasonable ground, including, without limitation, lack of harmony of external design, color, location or relation to surrounding structures and topography and purely aesthetic considerations which, in the discretion of said Developer or architectural control committee shall deem sufficient. After approval by the Developer or architectural control committee is given, no alterations may be made in such plans except by and with their prior written consent. One copy of all plans, specifications and related data shall be furnished the Developer or architectural control committee for its records.

If Developer or the architectural control committee fails to approve or disapprove certain plans and specifications within thirty (30) days after the same have been submitted to Developer or the architectural control committee in writing, or if no lawsuit to enjoin the erection of said structure has been commenced by Developer or the architectural control committee prior to the completion thereof, such plan shall irrevocably be deemed to have been approved by Developer or the architectural control committee; provided, however that Developer or the architectural control committee shall be authorized, with the written consent of any lot owner, to extend said thirty (30) day time period for such time as may be mutually agreeable to both Developer or the architectural control committee and the owner of such lot.

6. SIZE AND HEIGHT OF DWELLING. No dwelling shall be erected or allowed to remain on any lot which has a heated living area above grade less than 1,900 square feet. No two-story dwelling shall be erected or allowed to remain on the property which has a heated living area above grade less than 1,500 square feet per the first story. No dwellings or other structures shall be permitted on the property which are in excess of two stories. A car port or above-ground basement may be built below a two story dwelling only with permission of the Developer or the architectural committee. For the purposes of this paragraph, living area shall be deemed to exclude porches, garages, carports, any other areas (on whatever story level) wherein the walls, ceiling, floor, plumbing, wiring and heating are not completely finished and suitable for living. No dwelling height shall exceed the height limits set by County or State building code.

A dwelling with less than 1,900 square feet of heated living space may be erected and used as living quarters only in the event that construction on a secondary dwelling which has at least 1,900 square feet of heated living space commences within six months of the completion of construction of the dwelling with less than 1,900 square feet of heating living space. The intent of Developer is to allow lot owners to construct temporary living quarters to be used during the construction of the primary living quarters.

7. SETBACK REQUIREMENTS. All dwellings shall comply with the setbacks set forth on the Plat. Deviations from such setbacks which are not in excess of ten percent (10%) shall not be construed as a violation hereof. With regard to any lot or lots which may be re-subdivided or re-combined in compliance with paragraph 3 hereof, the setback requirements hereby established shall apply to such lot or lots as re-subdivided or re-combined.

RESTRICTIVE COVENANTS & ROAD MAINTENANCE AGREEMENT

8. SEWER AND WATER SERVICES. No dwelling shall be erected, maintained or used on any lot that is not connected with a sanitary sewer system or provided with an adequate septic tank for sewage disposal. No dwelling shall be erected, maintained or used on any lot that is not connected with a well or municipal water system.

9. ELECTRIC SERVICE. No dwelling shall be erected, maintained or used on any lot that is not connected to the main electric power line by an underground power line.

10. TEMPORARY STRUCTURES. No residence of a temporary character shall be erected or allowed to remain on any lot; and no trailer, mobile home, basement, tent, shack, garage or other building shall be used as a residence, either temporarily or permanently, except those temporary dwellings permitted in Paragraph Six.

11. FENCES. All fences must be approved by Developer or by the architectural review committee.

12. PRIVATE ROAD FACILITIES. Developer hereby grants unto itself and the future owners of lots within the Subdivision a non-exclusive easement for perpetual ingress, egress and regress along the private road within the property known as Woodson Trail shall be maintained as a road passable in all weather conditions. The entrance signs, landscaping and gate erected at the entrance adjoining Bell Point Road (State 1330) as well as the street lighting for the Private Road (hereinafter collectively the Private Road Facilities) shall be maintained in fully operational condition and in a manner consistent with a first-class residential development. An easement for such maintenance has been reserved in favor of the Association (as hereinafter defined). Any record owner of any lot served by the Private Road and Private Road Facilities shall have the right to enforce maintenance standards by sending by registered or certified mail, return receipt requested, written notice of all proposed maintenance, the cost thereof, and the time and place of meeting (said meeting to take place no less than thirty (30) days following the mailing of such notice to all record owners at their last known addresses disclosed by the Pamlico County Tax Listings.

Developer and all Lot owners shall be member of an unincorporated association known as "The Woods on Bell Point Owners' Association". In the event that any unsubdivided property owned by Developer, as shown on Plat Cabinet A, Slide 141-5, Pamlico County Registry,, and Plat Cabinet 179-4, said registry is further subdivided, the owners of the newly-created lots shall each be a member of The Woods on Bell Point Owners' Association. At the record owner's meeting, each record owner shall have one vote for each lot owned. Developer shall also be a member of the Woods On Bell Point Owners' Association and shall have four votes until such time as additional lots are subdivided. Upon the subdivision of additional lots, said votes shall be apportioned to the additional lot owners. In no event shall any lot or any subdivision thereof have more than one vote, regardless of the number of record owners. A majority of the votes cast, in person or by signed proxy at a record owner's meeting, is required for the approval of all maintenance to the Private Road and Private Road Facilities. Further, at such meeting, the record owners by a majority of the voters cast in person or by signed proxy, shall select an agent to contract the maintenance work. Each record owner shall bear, on a pro rata basis, the cost of maintaining the Private Road, including but not limited to patching, paving, grading, adding gravel or rock to fill ruts, holes and washed out sections and doing any other needed maintenance. Each record owner shall also bear, on a pro rata basis, the cost of maintaining the Private Road Facilities, including but not limited to landscaping the entrance signs, and utility costs. Developer shall half of the road maintenance, until such time as additional lots are subdivided, whereupon each lot owner shall pay its

RESTRICTIVE COVENANTS & ROAD MAINTENANCE AGREEMENT

pro rate share. Maintenance, as that term is used in this Declaration, shall not include improvements to the Private Road beyond their condition as constructed, and shall not mean or refer to widening, landscaping, or any other upgrading. Each record owner's pro rata share shall be due and owing to the elected agent within ten (10) days, said cost may be reduced to a judgment and shall become a lien on the land of the defaulting owner. Notwithstanding any vote at the record owner's meeting, nothing in this agreement shall be construed as denying any record owner the right to ensure that the Private Road and Private Road Facilities are maintained. Any record owner with a lot within the property may require that any dispute concerning the maintenance requirements set forth herein be submitted to binding arbitration under the Rules of the American Arbitration Association (as governed by the Uniform Arbitration Act of North Carolina, North Carolina General Statutes Section 1-567.1 et seq., as it may be from time to time be amended) by notice mailed to all record owners at their last known addresses as is shown on the Pamlico County Tax Listings by registered or certified mail, return receipt requested, by 5:00 p.m. on the second working day following the record owner's meeting. Unless such arbitration notice is sent, the vote of the majority of the record owners shall be conclusive as to the maintenance mandated by this agreement. The costs of such arbitration shall be borne by all record owners, pro rata, if maintenance is ordered, or if not, entirely by the party (or parties) seeking arbitration.

Each lot owner shall pay a yearly maintenance fee for the road. The annual maintenance fee shall be \$500.00 per year per Lot Owner unless a majority of Lot Owners determine otherwise. Each year the annual maintenance fee shall be determined by a vote of the majority of the Lot Owners. Developer shall half of the annual maintenance of the road until such time as additional lots are subdivided, whereupon each Lot Owner will pay a pro rata share of the annual maintenance fee.

The Private Road may not be dedicated to the public.

13. ANIMALS, FOWLS, PETS, NUISANCES. No animals, fowls or pets shall be kept or allowed to remain on any lot for commercial purposes, and no animals other than household pets (which pets shall be kept and confined on the lot of the owner of such pets) shall be kept or allowed to remain on any lot for any purpose, nor shall any noxious or offensive trade or activity be carried on upon any lot nor shall anything be done thereon which is a nuisance or any annoyance to the community or neighborhood in which the Subdivision is located. No horses shall be kept or allowed to remain on the property.

14. VEHICLES. No immobile or junk automobiles, trucks, tractors, or any other vehicle shall be permitted to remain on any lot or street in the Subdivision. All motor vehicles of any type kept on any lot shall have current license plates, registration and inspection certificates. No motorized vehicles other than licensed vehicles and golf carts shall be allowed on the property. All terrain vehicles commonly known as "ATVs" shall not be permitted on the property.

15. FIREARMS. No firearms of any type shall be used or discharged on any lot for recreational, hunting or sporting purposes; provided, however, that duck hunting is permissible with the use of shotguns. This provision shall not be construed to prevent the use of lawful firearms on any lot for the protection of human life in accordance with applicable law.

RESTRICTIVE COVENANTS & ROAD MAINTENANCE AGREEMENT

No hunting will be allowed for any animal that has a "season" as described in the NC hunting regulations except for the use of a shotgun for the sole purpose of duck hunting, if such hunting takes place from a lawful blind on land owned by resident.

16. REMOVAL OF TREES/CLEARING OR LANDSCAPING OF LOT. Lot Owners may clear trees in order to create a driveway and housing envelope, and for the purpose of prevention of shore erosion. Fallen trees and trees less than four inches in diameter may be removed. "Housing envelope" is defined as the footprint of the house and an additional thirty (30) foot perimeter. No other trees shall be removed without written consent from either the architectural committee or a majority of the owners of the Lots. Bush hogging of undergrowth and brush is permissible.

16. PIERS. Private docks and/or piers may be built on the property. No enclosed boat houses or sheds shall be permitted to be located on or near any private docks or piers.

17. POND LOCATED ON LOT NUMBER THREE. The pond located on Lot Three (3), as shown on the plat shall remain in its existing state. Said pond may not be destroyed or damaged. The pond may be landscaped or enlarged.

18. FUTURE DEVELOPMENT OF SUBDIVISION. All real property shown on Plat Cabinet A, Slide 141-5, Pamlico County Registry, including that property which has not been subdivided, shall be subject to this Declaration. However, any non-subdivided property may be further subdivided by Developer with consent of Thomas Butler and Judith Butler, or their successors in interest, notwithstanding the restrictions in this Declaration against further subdivision.

19. JOINDER OF THE NOTE HOLDER AND TRUSTEE. Developer has heretofore executed a deed of trust to Charles Malcolm Buie, Trustee for the benefit of Charles E. Bussey, Noteholder, said deed of trust being dated January 28, 2005 and recorded February 2, 2005 in Deed of Trust Book 439, at Page 391 of the Pamlico County Registry. By their joinder in the execution of this Declaration, Trustee and Noteholder do hereby subordinate the aforesaid deed of trust to the extent, but to the extent only, that said deed of trust shall be subordinate to the terms and provisions of this Declaration, as if this Declaration had been recorded one minute prior to the aforesaid deed of trust, which deed of trust shall otherwise remain in full force and effect. Charles Malcolm Buie, Trustee of the aforesaid deed of trust joins in the execution of this Declaration at the request and direction of Noteholder.

20. JOINDER OF OTTO DAVID DEACON. Developer's husband Otto David Deacon joins in the execution of this declaration in order to subject any marital rights he might have in the property to this Declaration.

21. LONGEVITY OF COVENANTS AND RESTRICTIONS. These protective covenants and restrictions are to run with the land comprising the Subdivision and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of this instrument, after which time said covenants and restrictions shall thereafter be deemed to have been automatically extended for successive periods of ten (10) years each unless all of the lot owners decide to terminate or modify this Declaration by written instrument duly recorded in the Office of the Register of Deeds of Pamlico County.

RESTRICTIVE COVENANTS & ROAD MAINTENANCE AGREEMENT

22. ENFORCEABILITY. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate said covenants either to restrain violation thereof, or to recover damages thereafter, or both. Injunction shall not issue to compel the removal of or relocation of any completed dwelling for the violation of the setback requirements set forth in paragraph 7 hereof or on the Plat, the sole remedy of any person offended by any such violation being a lawsuit for damages.

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

24. WAIVER OF UNINTENTIONAL VIOLATIONS. Developer may waive any unintentional violation of these restrictive covenants by an appropriate instrument in writing and recorded in the Office of the Register of Deeds of Pamlico County; provided that if the unintentional violation occurs on any lot which is adjacent to one or more lots which have been conveyed by the Developer to a third party or parties, the Developer shall not waive such unintentional violation without the consent of such third party of third parties.

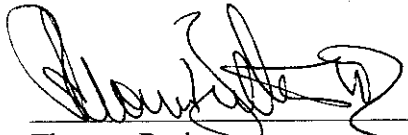
25. CAPTIONS, GENDER. The captions preceding the various articles of this Declaration are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of this Declaration. As used herein, the singular shall include the plural and where there is more than one owner of a lot, all such owners are jointly and severally liable for the obligations herein imposed. Throughout this Declaration, references to the masculine shall be deemed to include the feminine and neuter genders, and the converse thereof as required by context.

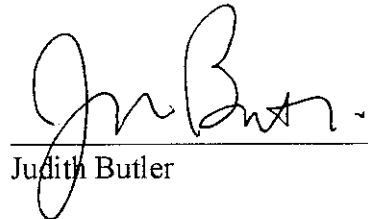
26. CONVEYANCES SUBJECT TO DECLARATION. Each conveyance of a lot or of any interest in a lot, whether by the Developer or some third party, shall be deemed to be subject to this Declaration whether or not the deed conveying such lot shall so state.

27. AMENDMENTS TO DECLARATION. All amendments to the declaration require approval of Developer until all the Lots have been sold. Upon the sale of all Lots, all amendments to the declaration require approval of seventy-five percent of the Lot Owners.

IN WITNESS WHEREOF, Developer, a North Carolina limited liability company, has caused this instrument to be executed in its company name by its duly authorized managers, and Noteholder has caused this instrument to be executed in its corporate name by its duly authorized officer by authority of its Board of Directors and Trustee has hereunto set his hand and seal all effective the date first above-written.

RESTRICTIVE COVENANTS & ROAD MAINTENANCE AGREEMENT

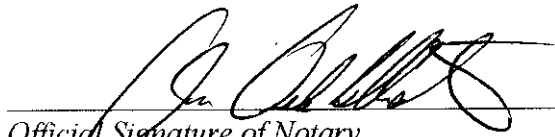
 (SEAL)
Thomas Butler

 (SEAL)
Judith Butler

Westchester County, New York State

I certify that the following persons personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: *Thomas Butler and Judith Butler*.

Date: March 14, 2011


Official Signature of Notary
Notary Public

Amine Ould-Ibbat
Notary Public Printed Name

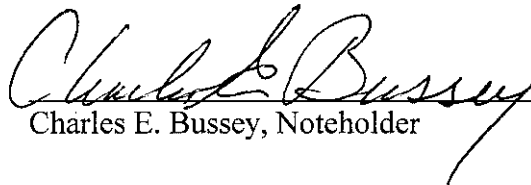
Notary Seal or Stamp Must

Appear In Above Box

My commission expires: January 10 2013

AMINE OULD IBBAT
Notary Public, State of New York
No. 01OU6121096
Qualified in Westchester County
Commission Expires January 10, 20 13


RESTRICTIVE COVENANTS & ROAD MAINTENANCE AGREEMENT

 (SEAL)
Charles E. Bussey, Noteholder

Mayes County, Oklahoma State

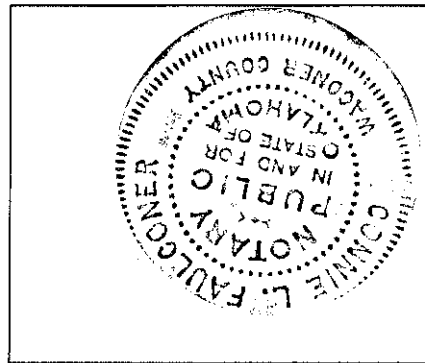
I certify that the following persons personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: *Charles E. Bussey*.

Date: April 6, 2011


Official Signature of Notary
Notary Public

Connie L. Faulconer
Notary Public Printed Name #09000572

My commission expires: 1-16-2013



**Notary Seal or Stamp Must
Appear In Above Box**

RESTRICTIVE COVENANTS & ROAD MAINTENANCE AGREEMENT

Charles E. Bussey (SEAL)
Charles E. Bussey, Noteholder

Mayer County, Oklahoma State

I certify that the following persons personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: *Charles E. Bussey*.

Date: April 6, 2011

Connie L. Faulconer
Official Signature of Notary
Notary Public

Connie L. Faulconer
Notary Public Printed Name #09000572

My commission expires: 1-16-2013



**Notary Seal or Stamp Must
Appear In Above Box**

RESTRICTIVE COVENANTS & ROAD MAINTENANCE AGREEMENT

Nancy Woodson Deacon (SEAL)
Nancy Woodson Deacon

Otto David Deacon (SEAL)
Otto David Deacon

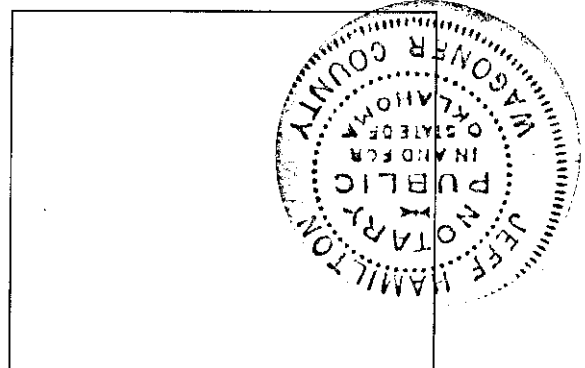
Wagoner County, Oklahoma State

I certify that the following persons personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: *Nancy Woodson Deacon and husband Otto David Deacon.*

Date: April 28, 2011

Jeff Hamilton 01012879
Official Signature of Notary
Notary Public

JEFF HAMILTON
Notary Public Printed Name



**Notary Seal or Stamp Must
Appear In Above Box**

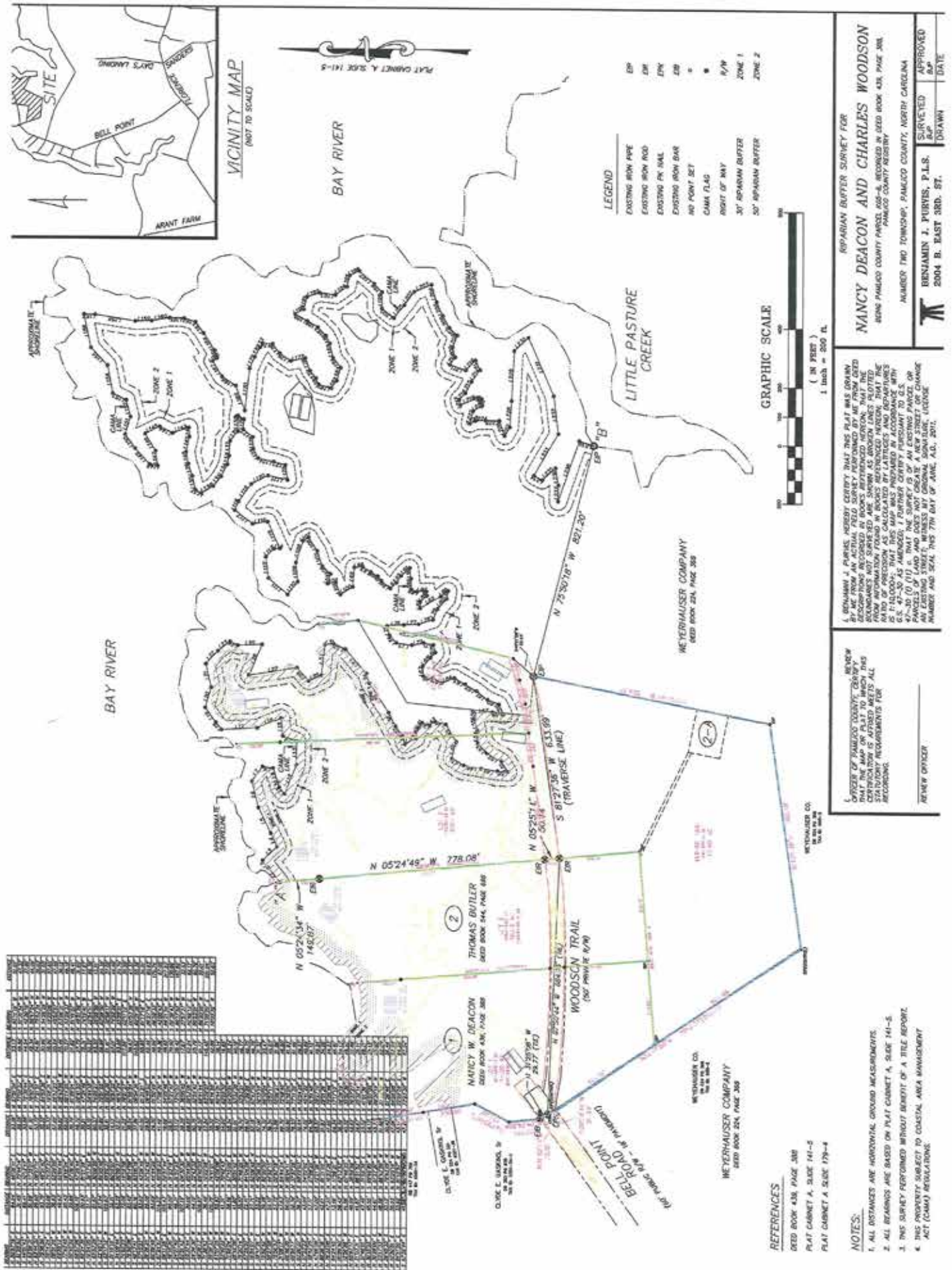
My commission expires: August 4, 2013



PLATS



PLAT - SOILS WETLAND





TAX STATEMENTS



TAX STATEMENTS



Pamlico County Tax Bill Lookup



Tax Bill Details

Name	DEACON OTTO DAVID TRUSTEE AND
Tax Year	2019
Bill #	6607543
Account #	33086
Parcel #	K05-6

Address	5120 S GARNETT RD TULSA, OK 74146
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Type	REAL AND NON RGV PERSONAL
Property Information	WOODSON TR
Tag Status	N/A

Payment Status	PAID IN FULL
Due Date	2020-01-06
\$ Tax Value	19,522.00
\$ Amount Due	0.00

+ Add to Cart

Back To Search Results



PROPERTY PHOTOS



TRACT 1



TRACT 1



TRACT 1



TRACT 1



TRACT 1



TRACT 1



TRACT 1



TRACT 1



TRACT 1



TRACT 1



TRACT 2



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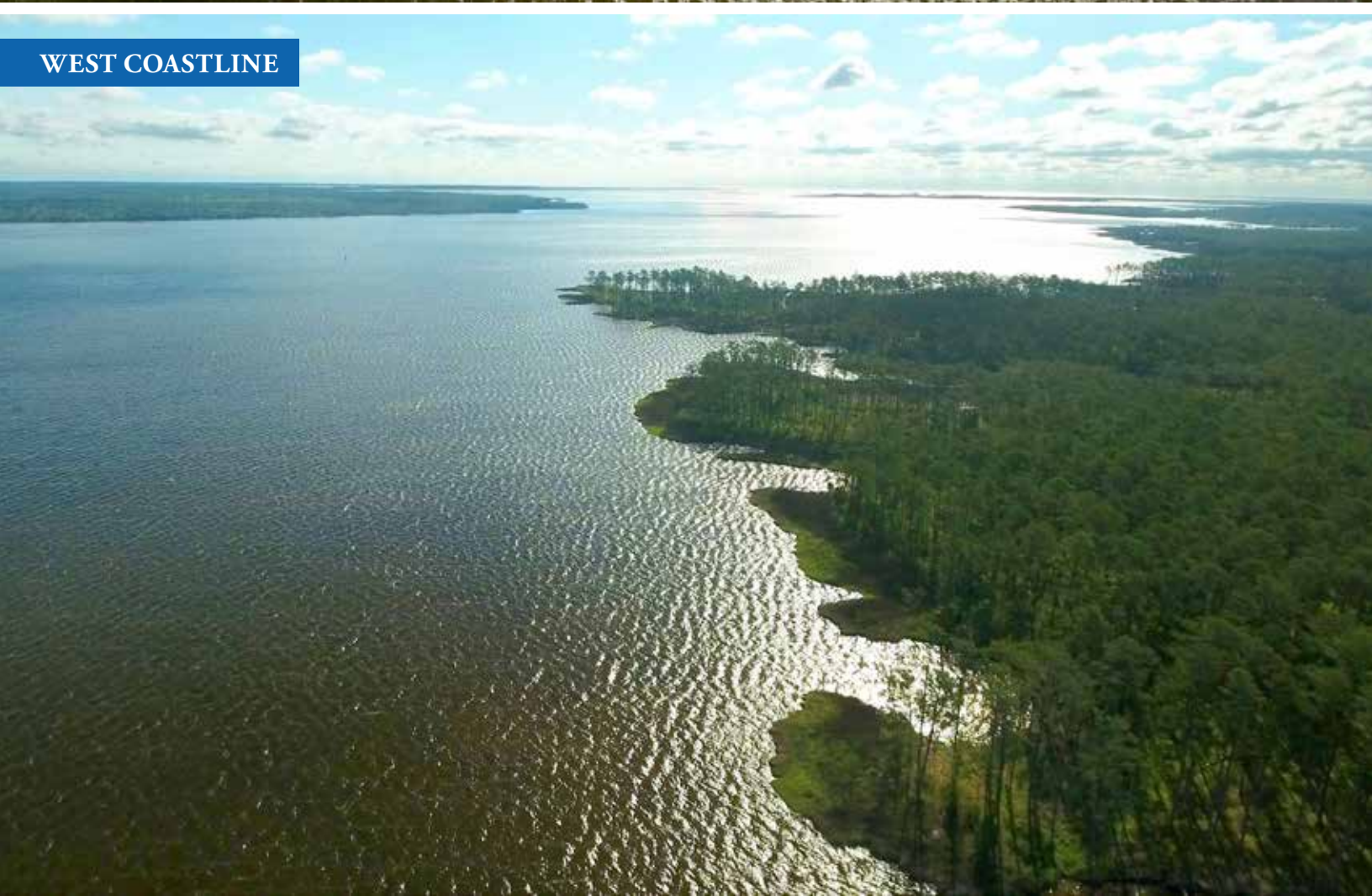
TRACT 6



BELL POINT



WEST COASTLINE



EAST VIEW



EAST COASTLINE



SUNRISE POINT 3



CENTRAL ROADWAY



OSPREY



OSPREY





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