

Prepared By and Return To: Emery D. Ashley, Attorney

COVENANT FOR MAINTENANCE AGREEMENT

This **COVENANT FOR MAINTENANCE AGREEMENT**, entered into this 27th
day of October 2006, by and between **THE POINTE AT FLOWERS PLANTATION
HOMEOWNERS ASSOCIATION, INC.** and **LAKESIDE TOWNES AT PLANTATION
POINTE HOMEOWNER'S ASSOCIATION, INC.**

WITNESSETH:

**THAT WHEREAS, THE POINTE AT FLOWERS PLANTATION
HOMEOWNERS ASSOCIATION, INC. and LAKESIDE TOWNES AT PLANTATION
POINTE HOMEOWNER'S ASSOCIATION, INC.** each own a portion of a pond, said pond
and ownership portion being shown on plat recorded in Plat Book 69, page 122-124, and Plat
Book 69, page 163 Johnston County Registry, to which reference is hereby made for a more
particular description; and

WHEREAS, the pond adds value to the subdivisions represented by the respective
homeowners associations; and

WHEREAS, the members (residents) of the respective homeowners associations have
access to the pond at the locations set forth on the plat recorded in Plat Book 69, page 122-124,
Johnston County Registry, to which reference is hereby made for a more particular description;
and

WHEREAS, the pond exists because of the pond dam and pond drainage & spillway area
located at the west end of the pond as shown on the plat recorded in Plat Book 69, pages 122-
124, and Plat Book 69, page 163 Johnston County Registry, to which reference is hereby made
for a more particular description; and

WHEREAS, it is imperative the pond dam and pond drainage & spillway area be kept in
good maintenance and repair;

WHEREAS, the parties hereto agree to share in the maintenance and repair of the pond dam and pond drainage & spillway area to the extent that the pond, and the pond dam and pond drainage & spillway area remains in its current and existing condition;

WHEREAS, the parties acknowledge the pond and pond dam and pond drainage & spillway area are in good condition as of the date deeds to the pond are accepted by the respective homeowners associations and recorded in the Johnston County Register of Deeds;

WHEREAS, the parties agree to hold Royal Flush Development, LLC harmless from any liability whatsoever relating the condition of the pond and the dam.

NOW, THEREFORE, the undersigned, do hereby agree as follows:

1. The parties shall maintain and repair and otherwise keep in good condition, the pond dam and pond drainage & spillway area located at the west end of the pond as shown on plat recorded in Plat Book 69, page 122-124, and Plat Book 69, page 163, Johnston County Registry.
2. The parties agree to equally share in the maintenance and repair of the pond dam and pond drainage & spillway area to the extent that pond and pond dam and pond drainage & spillway area remain in its current and existing condition.
3. The parties: acknowledge that the pond and the pond dam and pond drainage & spillway area are in good condition as of the date of this Agreement; accept the deeds to the pond and dam as part of the deeds to the common areas; and agree to hold Royal Flush Development, LLC harmless from any liability whatsoever relating to the pond and the pond dam and pond drainage & spillway area said hold harmless agreement being part of the consideration for the deeds to the pond and dam.

**THE POINTE AT FLOWER'S PLANTATION
HOMEOWNERS ASSOCIATION, INC.**

James Lipscomb (SEAL)
By: James Lipscomb, President

**LAKESIDE TOWNES AT PLANTATION
POINTE HOMEOWNERS ASSOCIATION, INC.**

Marshall C Evans (SEAL)
By: Marshall Evans, President

NORTH CAROLINA
JOHNSTON COUNTY

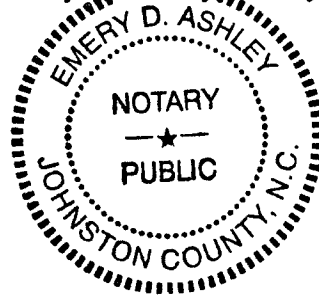
I, **EMERY D. ASHLEY**, a notary public for the County of Johnston, State of North Carolina, certify that **JAMES LIPSCOMB** personally came before me this day and acknowledged that he is **PRESIDENT** of **THE POINTE AT FLOWERS PLANTATION HOMEOWNERS ASSOCIATION, INC.**, and that he as **PRESIDENT**, being authorized to do so, execute the foregoing on behalf of **THE POINTE AT FLOWERS PLANTATION HOMEOWNERS ASSOCIATION, INC.**

Witness my hand and seal, this 27th day of October 2006.



Emery D. Ashley, Notary Public
(Official Seal)

My Commission Expires:
NOVEMBER 5, 2010



NORTH CAROLINA
JOHNSTON COUNTY

I, **EMERY D. ASHLEY**, a notary public for the County of Johnston, State of North Carolina, certify that **MARSHALL EVANS** personally came before me this day and acknowledged that he is **PRESIDENT** of **LAKESIDE TOWNES AT PLANTATION POINTE HOMEOWNER'S ASSOCIATION, INC.**, and that he as **PRESIDENT**, being authorized to do so, execute the foregoing on behalf of **LAKESIDE TOWNES AT PLANTATION POINTE HOMEOWNER'S ASSOCIATION, INC.**

Witness my hand and seal, this 27th day of October 2006.



Emery D. Ashley, Notary Public
(Official Seal)

My Commission Expires:
NOVEMBER 5, 2010

