

RESTRICTIVE AND PROTECTIVE COVENANTS

VILLAGE OF WALNUT CREEK
AREA A, SECTION FIVE
AS SHOWN ON A PLAT RECORDED IN
PLAT CABINET K, SLIDE 37-G, AND IN
PLAT CABINET K, SLIDE 37-H, WAYNE COUNTY REGISTRY

KNOW ALL MEN BY THESE PRESENTS:

WALNUT CREEK DEVELOPERS LLC, being the owner of all of the property shown on maps entitled "Sheet 1 Final Plat, Village of Walnut Creek Area A, Section Five" and "Sheet 2 Final Plat, Village of Walnut Creek Area A, Section Five", which are recorded in the office of the Wayne County Registry of Deeds in Plat Cabinet K, Slide 37-G, and Plat Cabinet K, Slide 37-H, and being part of the land described in deeds recorded in the office of the Wayne County Register of Deeds in Book 1445, Page 667 and Book 1445, Page 669, has established a general plan for the improvement and development of such premises and do hereby establish the covenants, conditions, reservations and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. These covenants, conditions, reservations, restrictions and easements are hereinafter set out and shall run with the land and shall bind and inure to the benefit of the purchasers, their prospective heirs, personal representatives, successors and assigns, until the first day of January, 2045, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the land shall sign and record an agreement to change said covenants in whole or in part. The covenants, conditions, reservations and restrictions are as follows:

1. No lot shall be used for business, manufacturing or commercial purposes and the same shall be used for residential purposes only. No building or structure shall be erected, placed or permitted to remain on any lot other than a single-family dwelling not to exceed two and one-half stories in height and the appropriate and customary accessory structures. All dwellings constructed on said lots shall have an outside siding of brick, wood or materials of equal quality and value. No buildings shall be constructed with exposed concrete block walls. All fuel oil tanks shall be

buried or placed in the basement of the dwelling house.

2. The minimum space and capital expenditure requirements for residences to be constructed upon each lot as herein specified, exclusive of garages, carports, porches, attics and basements, shall be as follows:

One story dwelling - 2,500 square feet and \$150,000.00

Two story dwelling - 2,800 square feet and \$175,000.00

3. No building shall be erected or allowed to remain on any of the residential lots in the development without conforming to the minimum setback requirements of the zoning ordinances and subdivision ordinances of the Village of Walnut Creek and as shown on the plats of this subdivision hereinbefore mentioned and said minimum setback requirements, if any, as shown on said plats which are recorded in the Wayne County Registry are incorporated into and made a part of these covenants. Residences on Lot Numbers 3, 20, 21 and 24 shall face Long Leaf Lane.

4. No fence, wall, barricade, solid row shrubbery planting or other view retarding structure of any type shall be erected or allowed to remain on any lot which does not conform to the following requirements:

(1) A maximum height of three and a half feet high in the front yard (between the minimum building setback line and the street).

(2) A maximum of four feet in height in the rear yard (between the minimum building setback line and the rear lot line).

(3) Chain link fences and fences made of any type of wire material are specifically prohibited from being erected between the street and the minimum setback line.

(4) No fence or planting of any type or kind shall be permitted in the street right of way.

5. In order to provide for the orderly development and placement of the structures on these lots and to maintain and provide for architectural beauty in the development of these lots, no building shall be erected or allowed to remain on said property, nor shall any alteration of any building on said property be made until the plans have been approved by the Zoning Enforcement Officer of the Village of Walnut Creek. The owner or proposed builder shall submit a plot plan, including working drawings, for all structures for approval by the Zoning Enforcement Officer. The Zoning Enforcement Officer shall approve the final plans before a building permit

is obtained or construction commenced. If the Zoning Enforcement Officer shall fail to act on the approval of the plans and specifications submitted within thirty (30) days after they are submitted, the plans and specifications shall be considered approved, provided they do not violate any other restriction herein contained.

6. No lot or lots shall be subdivided into parcel or parcels unless it be for the sole purpose of enlarging the properties of adjoining property owners where a vacant lot lies between them. In every case approval must be granted by the Zoning Enforcement Officer of the Village of Walnut Creek. Following a request, the Zoning Enforcement Officer of the Village of Walnut Creek must act within thirty (30) days or the request shall be automatically deemed granted.

7. No lot or lots or parts thereof shall be used as rights of way providing ingress or egress over, across and into the corporate limits of the Village of Walnut Creek from property outside and adjoining the corporate limits of the Village of Walnut Creek without the written consent of the Village Council of the Village of Walnut Creek.

8. No trailer, mobile home, basement, unless basement is part of the dwelling erected at the same time the dwelling is erected, tent, shack, barn or other outbuilding shall be erected or placed on any lot. No house trailer or mobile home shall be stored on any lot. All boats, trailers and campers shall be stored behind the minimum building setback line for each lot. Nothing herein shall prohibit the construction of a small dog house.

9. No animals or poultry of any kind, other than a reasonable number of house pets or a reasonable amount of wild fowl and small wild animals, shall be kept or maintained on any part of the said property. No pens for dogs or stables for horses, ponies or other livestock shall be permitted. A small dog house is permissible, if located with concern for adjoining property owners.

10. Developer hereby reserves unto itself, its successors and assigns, an easement or right of way which it may at any time in the future grant to others, over, beneath and across the lots and streets of the development for the purposes of rights of way for gas lines, water lines, sewer pipes, telephone and electric lines, wires, cables and all equipment necessary for the installation, use and maintenance of utilities, including gas, water,

electricity, telephone, sewage and drainage. Such easements or rights of way, however, shall be confined to a distance of not more than seven (7) feet from the street property line.

Developer also reserves the right to subject the real property in this subdivision to contract with Carolina Power & Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power & Light Company by the owner of each building.

11. No sign or billboard of any kind shall be erected or allowed to remain on any lot unless the same shall conform with the zoning ordinance of the Village of Walnut Creek.

12. The disposal of sewage and all waste matter which includes garbage, rubbish, et cetera, shall be in compliance with regulations of the State Board of Health of North Carolina, the Board of Health of Wayne County and the Zoning Enforcement Officer of the Village of Walnut Creek, and all other governmental authorities which might have jurisdiction thereover. Outdoor garbage cans shall be of the underground type or concealed with plantings, or wall structure.

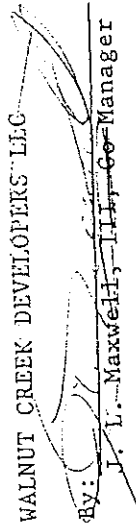

13. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit fowl or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property. Owners of vacant lots shall be required to keep undesirable undergrowth from accumulating on their lot to such a degree that it would be objectionable to the adjoining neighbors or the neighborhood in general.

14. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Walnut Creek Developers LLC covenants, stipulates and agrees for itself, its successors and assigns, and on behalf of any and all persons, firms or corporations

who or which may hereafter acquire any lot or lots in the herein described parts of the subdivided areas embraced in the development known as "Village of Walnut Creek Area A, Section Five," New Hope Township, Wayne County, North Carolina, that any violation of the restrictions and limitations as to use thereof hereinbefore set forth shall entitle any person or persons or corporation who or which may then own any lot or lots in said development to bring such actions or proceedings at law or in equity as shall be necessary and appropriate to enforce compliance with the restrictions and limitations hereinabove set forth.

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

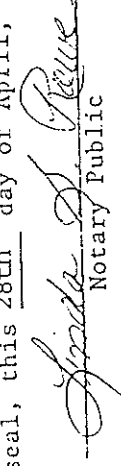
IN WITNESS WHEREOF, Walnut Creek Developers LLC has caused this instrument to be duly executed by its Co-Managers by authority duly conferred, this the 28th day of April, 1995.

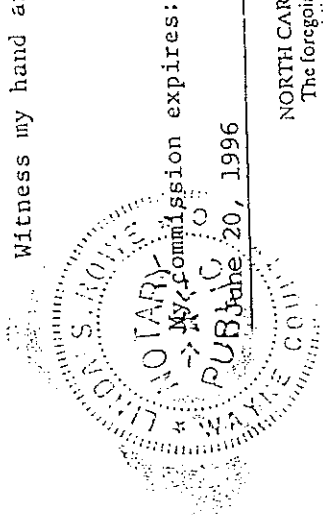
WALNUT CREEK DEVELOPERS LLC
By:  (SEAL)
J. L. Maxwell, III, Co-Manager
By:  (SEAL)
Jerry Walter Pelletier, III,
Co-Manager

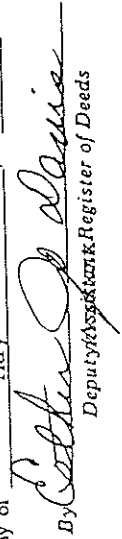
NORTH CAROLINA
WAYNE COUNTY

I, Linda S. Rowe, a Notary Public in and for said State and County, do hereby certify that J. L. MAXWELL, III, Co-Manager, and JERE WALTER PELLETIER, III, Co-Manager, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this 28th day of April, 1995.


Notary Public



NORTH CAROLINA - Wayne County
The foregoing certificate of a notary public is certified to be correct.
Filed for registration this the 1st day of May, 1995, at 4:17 o'clock P.M.
By:  Deputy Register of Deeds
DEBORAH C. LANE, Register of Deeds