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WAYNE COUNTY, NC
LOIS J MOORING REGISTER OF DEEDS
BK 2626 PG 532-541

10-41⁰⁰

NORTH CAROLINA
WAYNE COUNTY

RESTRICTIVE AND PROTECTIVE COVENANTS

THE LINKS AT WALNUT CREEK, PHASE 1-B

KNOW ALL MEN BY THESE PRESENTS:

YELLOWFIN ASSOCIATES, LLC is the owner of that certain real property designated as Phase 1-B (Single Family) as shown on that certain map entitled, "Final Map for: THE LINKS AT WALNUT CREEK, PHASE ONE, New Hope Township, Wayne County, N. C.," dated September 2007, which map is recorded in the Wayne County Registry in Plat Cabinet M, Slide 93C, and Plat Cabinet M, Slide 93D, and Plat Cabinet M, Slide 93E, and being part of the land described in the Deeds recorded in Book 2080, Page 311, and Book 2243, Page 26, and Book 2299, Page 406 of the Wayne County Registry. Yellowfin Associates, LLC has established a general plan for the improvement and development of said premises and does hereby establish the following covenants, conditions, reservations, restrictions and easements upon which, and subject to which, all lots and portions of such lots shall be improved or sold and conveyed. The 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 heirs, personal representatives, successors and assigns, until January 1, 2030, 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 lots shall sign and record an agreement to change said covenants in whole or in part. The covenants, conditions, reservations, restrictions and easements are as follows:

Prepared by L. E. (Trey) Taylor III, Attorney at Law RETURN

1. All lots shall be developed solely for single family residential purposes. No lot shall be used for business, manufacturing or commercial purposes. No building or structure intended for or adapted to business purposes, apartment houses, duplexes, lodging houses, rooming houses, hospitals, churches, and doctor's or other professional service offices shall be erected, placed, permitted, or maintained on any lot or portion thereof. No improvement or structure whatsoever, other than a first class private dwelling house, patio walls, inground swimming pool, family recreational structures, and customary outbuildings, garage or carport, shall be erected, placed or maintained on any lot or portion thereof. No building or structure with exposed concrete block walls shall be erected, placed or maintained on any lot or portion thereof. The exterior of all buildings or structures shall be constructed of brick, stone, stucco, vinyl or fiber cement.
2. The minimum space requirements for residential dwellings to be constructed on each lot, exclusive of garages, carports, porches, attics and basements, shall be 2,500 heated square feet for a one (1) story residential dwelling and 2,800 heated square feet for a two (2) story residential dwelling. No dwelling shall exceed two and one-half (2½) stories in height. No dwelling shall have a private garage or carport for more than three (3) vehicles, and all such garages or carports shall be attached to the main dwelling house unless aesthetically compatible with the main dwelling house and approved by the Architectural Committee provided for in paragraph 17 hereof.
3. No building shall be erected or allowed to remain on any lot without conforming to the following minimum setback requirements. The building front line of each house shall be in accordance with the setback lines as shown on the subdivision plat, provided that the minimum front setback line shall be thirty percent (30%) of the depth of the Lot, with a minimum front setback line of thirty (30) feet from the part of the house, porch, garage or carport nearest the front property line. The minimum side setback line for each lot shall be fifteen percent (15%) of the width of the Lot on each side of the house, with a minimum side setback line of twenty (20) feet as measured from the part of the house, porch, garage or carport nearest the side property line and shall be computed along a line that is parallel with the front building setback line. The minimum side street setback line shall be fifteen percent (15%) of the width

of the Lot, with a minimum side street setback line of thirty (30) feet as measured from the part of the house, porch, garage or carport nearest the side street property line. The minimum rear setback line shall be twenty percent (20%) of the mean depth of the Lot, with a minimum rear setback line of twenty-five (25) feet as measured from the part of the house, porch, garage or carport nearest the rear property line. Accessory buildings shall not be erected within the aforesaid minimum front or side or side street setback lines or within twenty (20) feet of any street or highway or within ten (10) feet of any interior lot line. Accessory buildings may be located in a rear yard provided, located more than ten (10) feet from any property line and provided further that any accessory building erected or placed on a lot shall be of the same basic style or design and shall aesthetically balance with the primary dwelling. Any and all accessory buildings or uses shall be approved by the Architectural Committee named herein. Each dwelling must face the street or highway upon which the lot is located. Notwithstanding anything to the contrary contained in these Restrictive and Protective Covenants, the Architectural Committee named herein shall have the power and authority, which shall be exercised in the sole discretion of the Architectural Committee, to reduce the minimum front, side, side street and/or rear setback line of any lot if the Architectural Committee determines that it is impossible or impractical for any certain lot to accommodate the house proposed to be constructed on said lot; and no person, firm or corporation who acquires any lot embraced within the development of THE LINKS AT WALNUT CREEK, PHASE 1-B, New Hope Township, Wayne County, North Carolina, shall have any claim or right of action nor shall be entitled to recover any damages or costs from Yellowfin Associates, LLC, the Architectural Committee, their successors, heirs or assigns, or any other person, firm or corporation on account of the reduction by the Architectural Committee of any minimum setback line of any lot within said development. Provided, however, that in the event of a conflict between the minimum setback requirements contained in these Restrictive and Protective Covenants and the minimum setback requirements of the Village of Walnut Creek, the minimum setback requirements of the Village of Walnut Creek shall control.

4. No lot shall be subdivided into a parcel or parcels unless it be for the sole purpose of enlarging the lots of adjoining property owners where a single vacant lot lies between them, unless approved by the Architectural Committee and the Village of Walnut Creek.
5. No fence, wall, barricade, solid row shrubbery or tree 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: No such structure shall be allowed between the front of any lot and the rear of the dwelling located upon such lot, unless approved by the Architectural Committee, and any fence between the front of any lot and the rear of the dwelling located upon such lot shall not exceed three and one-half (3 ½) feet in height; and, no such structure shall exceed six (6) feet in height down the side lines, unless approved by the Architectural Committee. All of such structures shall be maintained in an attractive and good condition. Chain link fences and fences made of any type of wire material are specifically prohibited from being erected between the street and the minimum building setback line. No fence or planting of any type or kind shall be permitted in the street right-of-way. All of such permitted structures shall comply with the Ordinances of the Village of Walnut Creek, as amended from time to time, which Ordinances are incorporated herein by reference.
6. No trailer, mobile home, modular home, home otherwise manufactured off the premises, basement (unless basement is a part of the dwelling house erected at the same time), tent, or shack shall be erected or placed on any lot. House trailers are specifically prohibited, including the storage of such trailers.
7. All business vehicles, trucks, boats, trailers, campers, motor homes and recreational vehicles shall be parked and stored behind the minimum building setback lines. All-terrain vehicles, including but not limited to three-wheelers, four-wheelers, off-road motorcycles and go-carts, shall not be driven upon any lot. No cars, trucks, vehicles, boats, trailers, campers, motor homes or recreational vehicles may be parked upon any road or street or any public right-of-way within the subdivision.
8. No animals or poultry of any kind, other than three (3) ordinary house pets, shall be kept or maintained on any lot. No stables for horses, ponies, or other livestock shall be permitted on any lot. No pens for dogs shall be permitted on any lot, except that a small dog

house and a commercially constructed kennel of chain link material placed on a sufficient concrete pad, both approved by the Architectural Committee named herein, is permissible.

9. All utility lines required to serve residences shall be placed underground. Accordingly, Yellowfin Associates, LLC hereby reserves unto itself, its successors and assigns, an easement, or right of way, which they may at any time in the future grant to others, over, beneath and across the lots and streets (but only within 10 feet of the street or lot line) of the development, for gas, water, sanitary sewer, telephone, cable television, electric and drainage lines, pipes, wires, cables and all equipment necessary for the installation, use and maintenance of such utilities and services.

10. Yellowfin Associates, LLC reserves the right to subject the real property in this subdivision to a contract with Progress Energy Service Company for the installation of underground electric cables and/or the installation of street lights, either or both of which may require an initial contribution and/or a continuing monthly payment to Progress Energy Service Company by the owner of each lot. No buildings, fences, trees, shrubs, or other obstructions shall be placed within five (5) feet of the center line of Progress Energy Service Company's underground electric line, said center line to be located three (3) feet from the outside of the rights of way of street and roads as set forth in the recorded plat referred to above.

11. No sign or billboard of any kind shall be erected or allowed to remain on any lot other than a "For Sale" sign which shall not exceed six (6) feet square, and any such sale sign shall always be done professionally in keeping with the surroundings. All such permitted signs shall comply with the Ordinances of the Village of Walnut Creek, as amended from time to time, which Ordinances are incorporated herein by reference.

12. The disposal of sewage and all waste matter, including garbage, trash, rubbish, etc., generated upon any and all lots shall at all times be done in compliance with regulations of the North Carolina State Board of Health, the Wayne County Board of Health, the Village of Walnut Creek, and any other governmental authority which may have jurisdiction over such disposal matters. All containers used for garbage, trash, rubbish, etc. shall be concealed from the view of neighboring lots, roads, or streets. Only good and satisfactory containers which are

proper and appropriate for street-side pickup shall be used for waste matter, including garbage, trash, rubbish, etc.

13. Any and all tanks for use in connection with any residential dwelling constructed on any lot, including tanks for the storage of fuels, shall be installed and maintained in accordance with the Ordinances of the Village of Walnut Creek, as amended from time to time, which Ordinances are incorporated herein by reference. Only mailboxes which are approved by the Architectural Committee shall be installed or maintained upon any lot.

14. No satellite receiving dish or equipment exceeding one meter in diameter shall be erected or placed on any dwelling or lot for the purpose of receiving or transmitting television or radio signals, provided same shall be installed only on the rear of the dwelling. All such permitted satellite receiving dishes and equipment shall be installed and maintained in accordance with the Ordinances of the Village of Walnut Creek and all other applicable laws and regulations, as amended from time to time, which Ordinances, laws and regulations are incorporated herein by reference.

15. 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 unclean or untidy condition or that will be obnoxious to the eye. This shall apply to vehicles that are not in a usable condition, including, but not be limited to, automobiles, boats, recreational vehicles, trucks and trailers that are left in an unusable condition for a period more than thirty (30) days. Nor shall any substance, object, plantings, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that may disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. Owners of vacant lots shall be required to keep said lots clean and mowed and free of undesirable undergrowth which might be objectionable to adjoining lot owners or the neighborhood in general. The use of firearms, including but not limited to BB and pellet guns, is prohibited upon any and all lots.

16. No individual drinking water supply system shall be permitted, installed or maintained on any lot. Each and every house constructed on a Lot within the subdivision shall connect to the drinking water supply system provided by the Village of Walnut Creek. An individual irrigation water supply system may be permitted, installed or maintained on a lot

provided that it is located, constructed, equipped and maintained in accordance with the requirements, standards, and approval of the Wayne County Health Department, the Village of Walnut Creek and any other governmental authority which may have jurisdiction over such matters. No irrigation well shall be constructed or maintained within the front setback line of any lot.

17. In order to maintain architectural beauty in the development and to guard against the erection of poor or unsuitably designed or proportioned structures, no building or landscaping shall be erected, installed or allowed to remain on any lot, nor shall any additions, improvements or alterations of any building or landscaping be made (including the construction of accessory buildings, screenings, fences, plantings, mailboxes, or any other thing that affects the aesthetics of the community) until the plans and specifications have been approved by an architectural committee as hereinafter provided:

(a) The Architectural Committee shall be composed of three (3) persons appointed by Yellowfin Associates, LLC or any corporate successor designated by Yellowfin Associates, LLC. The initial Architectural Committee shall consist of Marcellus J. Best, Jr., Frank S. Best and C. Munroe Best, Jr. Should an Architectural Committee member die, resign or become unable to serve, then in either of such events, his or her replacement will be appointed by Yellowfin Associates, LLC or any corporate successor designated by Yellowfin Associates, LLC.

(b) Any person (lot owner or his builder) proposing to build a residence upon or landscape a lot, or make additions or other improvements to a residence or lot, shall submit to the Architectural Committee, for its approval, a plat which shows the proposed location of the building or improvements or landscaping on the lot, and the preliminary plans and specifications, if then available, for the residence or improvements or landscaping proposed to be constructed on the lot. Said plans shall include shingle designs, which shall be dimensional in nature, including shingle color, and the colors of the exterior of the residence or improvement. The Architectural Committee may require such person

to submit additional information to it which will enable it to preliminarily determine the suitability of the plot plans and the compatibility of the preliminary plans to the neighborhood.

(c) Once the Architectural Committee has given its preliminary approval, the owner or his proposed builder shall complete and finalize the plans and specifications. Before obtaining a building permit or commencing construction, the owner or builder shall submit to the Architectural Committee the final working drawings and specifications. The Architectural Committee shall approve, in writing, the same if it determines the final plans to be in substantial compliance with these Restrictive and Protective Covenants and the preliminary plans previously approved.

(d) Should the Architectural Committee fail to act within sixty (60) days after the final plans and specifications are submitted, such plans and specifications shall be deemed to have been approved unless they otherwise fail to comply with these Restrictive and Protective Covenants.

(e) All plans and specifications shall be in compliance with all rules and regulations of the Village of Walnut Creek and in compliance with all applicable building codes.

18. The installation of all driveways from any public street onto any of the lots shall be completed according to the specifications established by the North Carolina Department of Transportation ("DOT") and the Village of Walnut Creek (the "Village"). Before installing a driveway, drainage ditch or drainage tile, the lot owner shall contact the DOT and the Village to obtain all specifications and requirements for the installation of said driveway, drainage ditch or drainage tile as established by the DOT and the Village and shall complete the installation under the supervision of the DOT and the Village and in accordance with any permit, specifications and/or requirements issued by the DOT and the Village. All driveways installed or maintained upon any lot must be paved with asphalt, concrete or brick pavers which are a minimum of two (2) inches thick and applied to a base adequate to support same.

19. Each and every house constructed on a Lot within the subdivision shall connect to the public sanitary sewer service provided by the Village of Walnut Creek.

20. Any person or entity who purchases a lot directly from Yellowfin Associates, LLC or any corporate successor designated by Yellowfin Associates, LLC shall have sixty (60) days from the date of purchase in which to file with Yellowfin Associates, LLC or any corporate successor designated by Yellowfin Associates, LLC written notice of any physical defect in the lot purchased. If not notified in writing within sixty (60) days from the date of purchase by such purchaser, then and in such event, Yellowfin Associates, LLC and any corporate successor designated by Yellowfin Associates, LLC shall have no liability or responsibility to such purchaser for the correction of said physical defects or for any claims or damages resulting therefrom. In no event shall Yellowfin Associates, LLC or any corporate successor designated by Yellowfin Associates, LLC have any liability to any subsequent purchaser of a lot who does not purchase such lot directly from Yellowfin Associates, LLC or any corporate successor designated by Yellowfin Associates, LLC for the correction of any physical defects in a lot or for any claims or damages resulting therefrom .

21. Enforcement of these covenants 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. The parties hereto covenant, stipulate and agree for themselves, their heirs, successors and assigns, and on behalf of any and all persons, firms or corporations, who or which may hereafter acquire any lot or lots embraced within the development known as THE LINKS AT WALNUT CREEK, PHASE 1-B, New Hope Township, Wayne County, North Carolina, that any violation of the restrictions and limitations as to use thereof hereinbefore set forth shall entitle Yellowfin Associates, LLC, and/or any person, firm 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. The failure of Yellowfin Associates, LLC and/or any person or persons to take action to enforce these covenants shall not be deemed a waiver of any right to enforce these covenants in the future.

22. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. In the event of a conflict between these Restrictive and Protective Covenants and the ordinances, rules and regulations of the Village of Walnut Creek, the ordinances, rules and regulations of the Village of Walnut Creek shall control.

IN WITNESS WHEREOF, YELLOWFIN ASSOCIATES, LLC has caused this document to be duly executed, this the 21st day of May, 2008.

YELLOWFIN ASSOCIATES, LLC

By: Marcellus J. Best (SEAL)
Marcellus J. Best, Jr., Member/Manager

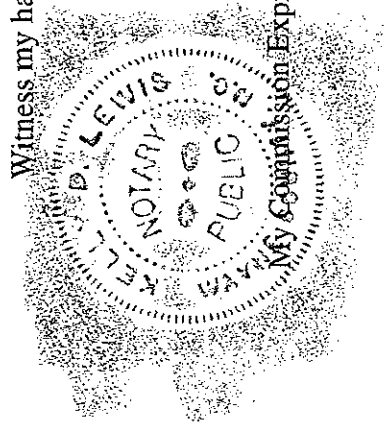
By: Frank S. Best (SEAL)
Frank S. Best, Member/Manager

By: Anna Best (SEAL)
C. Munroe Best, Jr., Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAYNE

I, Kelly D. Lewis, a Notary Public, do hereby certify that Marcellus J. Best, Jr., Frank S. Best and C. Munroe Best, Jr., each personally came before me this day and acknowledged that they are Members/ Managers of YELLOWFIN ASSOCIATES, LLC, a North Carolina limited liability company, and that they as said Members/Managers, being fully authorized to do so, executed of the foregoing instrument on behalf of the said limited liability company.

Witness my hand and official seal, this the 21st day of May, 2008.



Kelly D Lewis
NOTARY PUBLIC