

RESTRICTIVE AND PROTECTIVE COVENANTS

WALNUT CREEK ESTATES, INC.  
AREA C, SECTION SIX  
AS SHOWN ON A PLAT RECORDED IN  
PLAT CABINET , SLIDE , WAYNE COUNTY REGISTRY

KNOW ALL MEN BY THESE PRESENTS:

Walnut Creek Estates, Inc., (hereinafter sometimes referred to as the Developer) being the owner of all the property as shown on a map entitled "Area C, Section Six, Walnut Creek Estates, Inc." which is recorded in Plat Cabinet \_\_\_\_, Slide \_\_\_\_, Wayne County Registry, 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 March, 2037, 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.

80.39 All dwellings constructed on said lots shall have an outside siding of brick, wood or materials of equal quality and value. <sup>NOV</sup> 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:

- (a) Lots Nos. 1 through 13 inclusive, and Lot No. 48 (the Lake

Wackena Lots):

One story dwelling - 2,000 square feet and \$75,000.00  
Two story dwelling - 2,250 square feet and \$85,000.00

(b) Lots Nos. 49, 50 and 51 (the Cow Branch Lots):

One story dwelling - 1,800 square feet and \$75,000.00  
Two story dwelling - 2,000 square feet and \$85,000.00

3. No building shall be erected or allowed to remain on any of the residential lots in the development without conforming with the minimum setback requirements as more fully shown on the plat of this subdivision hereinbefore mentioned and said minimum setback requirements as shown on said plat which is recorded in the Wayne County Registry is incorporated into and made a part of these covenants.

80.40. No fence, wall, barricade, solid row shrubbery planting, 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 stipulation: three and one-half (3 1/2) feet high along the front of the lot on the street right of way (or further from the street, if desired by the owner); four (4) feet down the side lines from the point parallel with the center of the residence located on the lot. Chain link fences between the street and minimum building setback line are specifically prohibited.

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 a rights of way providing ingress or egress over, across and into the property being developed by Walnut Creek Estates, Inc. from outside adjoining property without the written consent of Walnut Creek Estates, Inc.

8. The construction of piers, docks, boathouses or other structures on lots or extended over water areas adjacent to lots shall not be permitted. In this connection, it is understood that Walnut Creek Estates, Inc. is the owner of Lake Wackena and reserves the right unto itself, its successors and assigns, to prescribe such reasonable rules and regulations regarding the use of said lake as it deems advisable and for the best interest of the entire development.

9. No trailer, basement (unless basement is a part of the house erected at the same time), tent, shack, barn or other outbuilding shall be erected or placed on any lot covered by these covenants. Structures which enhance the beauty of the overall permanent landscaping and blend with the permanent home structure may be built, provided permission is granted from the Zoning Enforcement Officer of the Village of Walnut Creek. House trailers are specifically prohibited, including the storage of said trailers. All boats, trailers and campers shall be stored behind the building setback lines.

10. No animals or poultry or 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.

11. 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 or a reasonable "fall" distance above the lake shore on the lots bordering lake property.

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.

12. No sign or billboard of any kind shall be erected or allowed to remain on any lot other than a "For Sale" or "For Rent" sign which shall be not larger than one (1) foot by two (2) feet.

13. 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 thereof. It is expressly prohibited that any sewage, rubbish, et cetera, shall be placed or permitted to drain into Lake Wackena, or any other body of water which is created by the Developer. All dwelling units shall be equipped to contain an accepted garbage disposal system Outdoor garbage cans shall be of the underground type or concealed with plantings, or wall structure. All approved septic tank installations on any lots that border Lake Wackena or Cow Branch shall be located between the dwelling located on said lots and the right of way of the streets that front said lots.

14. The Developer has determined that the property owned by it shall be declared a wild life refuge and that no fire arms of any make or weapons of any size or caliber, including pistols, rifles, air rifles, shotguns or bow and arrows shall be fired upon the property for any purpose except in

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such areas as may be designated for skeet, pistol, archery and rifle ranges by the Developer. No person under the age of fifteen (15) years shall fire or shoot in this designated area without being accompanied by a qualified and competent adult.

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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 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.

16. 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 Estates, Inc. 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 area embraced in the development known as "Walnut Creek Estates, Inc., Area C, Section Six", New Hope Township, Village of Walnut Creek, 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.

17. Invalidity 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 Estates, Inc. has caused this instrument to be signed in its name by its President, its corporate seal to

be hereto affixed and attested by its Assistant Secretary, this the \_\_\_\_\_ day of March, 1986.

WALNUT CREEK ESTATES, INC.

By: \_\_\_\_\_ President

ATTEST:

\_\_\_\_\_  
Assistant Secretary

NORTH CAROLINA

WAYNE COUNTY

This is to certify that on this the \_\_\_\_\_ day of March, 1986, before me, \_\_\_\_\_, a Notary Public, personally came JOHN H. KERR, III, with whom I am personally acquainted, who, being by me duly sworn, says that M. R. GARRIS is President and that he is Assistant Secretary of Walnut Creek Estates, Inc., the corporation described in and which executed the foregoing instrument; that he knows the common seal of the said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said President, and that the said President and Assistant Secretary subscribed their names thereto and said common seal was affixed, all by authority duly conferred, and that said instrument is the act and deed of said corporation.

Witness my hand and official seal, this \_\_\_\_\_ day of March, 1986.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_