

RESTRICTIVE AND PROTECTIVE COVENANTS

VILLAGE OF WALNUT CREEK
AREA C, SECTION EIGHT
AS SHOWN ON A PLAT RECORDED IN
PLAT CABINET J, SLIDE 354, WAYNE COUNTY REGISTRY

KNOW ALL MEN BY THESE PRESENTS:

RACHEL THOMPSON HERRING and husband, WILLIAM BRYAN HERRING, (hereinafter sometimes referred to as the Developer or Owner) being the owner of all the property as shown on a map entitled "FINAL MAP OF VILLAGE OF WALNUT CREEK, AREA C, SECTION EIGHT," which is recorded in Plat Cabinet J, Slide 354, Wayne County Registry, have 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 the 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, 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 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, exclusive of garages, carports, porches, attics and basements, shall be as follows:

One story dwelling - 2,000 square feet and \$75,000.00
Two story dwelling - 2,250 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 are more fully shown on the plat of this subdivision hereinabove mentioned and said minimum setback requirements as shown on said plat which is recored in the Wayne County Registry are incorporated into and made a part of these covenants.
4. 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 requirements:

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

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

(c) 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;

(d) 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) day 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 property being developed by owner from outside adjoining property without the written consent of owner.

8. 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 enchanace 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 set back lines.

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 stable for horses, ponies or other livestock shall be permitted. A small dog house is permissible if located with concern for adjoining property owners.

10. Owners hereby reserves unto Owners, Owner's heirs and assigns, an easement or right of way which Owners 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 and 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 other than a "For Sale" or "For Rent" sign which shall be not larger than one (1) foot by two (2) feet.

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. It is expressly prohibited that any sewage, rubbish, et cetera, shall be placed or permitted to drain into Spring Lake, or any other body of water which is created by the Owner or 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.

13. The Owner has determined that the property shall be declared a wild life refuge and that no firearms 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 such areas as may be designated for skeet, pistol, archery and rifle ranges by the Owner or The Village of Walnut Creek. 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.

14. 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 foul 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.

15. 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. Owner covenants stipulates and agrees for Owner, Owner's heirs 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 "Village of Walnut Creek, Area C, Section Eight", 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.

16. 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, the parties have hereto set their hands and seals this 2 day of July, 1992.

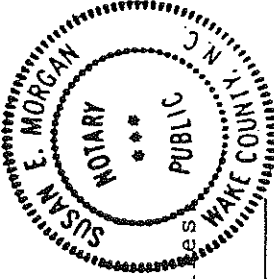
Rachel Thompson Herring
RACHEL THOMPSON HERRING

William Bryan Herring
WILLIAM BRYAN HERRING (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Susan E. Morgan, a Notary Public in and for said County and State, do hereby certify that RACHEL THOMPSON HERRING and husband, WILLIAM BRYAN HERRING, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 2nd day of July, 1992.



Susan E. Morgan
Notary Public

My commission expires

12/27/95

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NORTH CAROLINA - Wayne County
The foregoing certificate of Susan E. Morgan
a notary public is certified to be correct.
Filed for registration this the 20th day of July, 19 92, at
8:35 o'clock A. M.

DEBORAH C. LANE, Register of Deeds
By Deborah C. Lane
Deputy/Assistant Register of Deeds