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RESTRICTIVE AND PROTECTIVE COVENANTS

WALNUT POINTE

MAP 3 OF 4

KNOW ALL MEN BY THESE PRESENTS;

BILLY REDDEN CREECH AND GIBBIE CREECH, (hereinafter sometimes referred to as the Developer) being the owner of all the property shown on a map entitled "WALNUT POINTE", which is recorded in Plat Cabinet J, Slide 294, 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 heirs, personal representatives, successors and assigns, until the 1st day of January, 2012, after which time said covenants shall automatically extend for successive period of ten (10) years unless a majority of the then owners of the land shall sign and record an agreement to change said covenants whole or in part. The covenants, conditions, reservations and restrictions are as follows:

1. Residential Use. All lots, and each and everyone thereof, are single family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, duplex, lodging house, rooming house, hospital, church, sanatorium or doctor's office, or multiple-family dwelling shall be erected, placed, permitted, or maintained on such premises, or on any part thereof. No improvement or structure whatever, other than a first class private dwelling house, patio walls, swimming pool, family recreation structures, and customary outbuildings, garage, servants' quarters,

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or guest house may be erected, placed or maintained on any lot in such premises.

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

One Story Dwelling - 2,000 Square Feet and \$70,000.00

One and one-half Story Dwelling - 2,200 Square Feet and \$70,000.00

Two Story Dwelling - 2,400 Square and \$70,000, with a minimum square footage on the 1st floor of 1,200 square feet.

3. No building shall be erected or allowed to remain on any of the residential lots in the development without conforming to the following requirements. The building front line of each house shall be in accordance with the setback lines as shown on the subdivision plat. Side yards shall be 10 feet as measured from the part of the house, garage or porch nearest the side property line and shall be computed along a line that is parallel with the front yard building setback line. Minimum rear yard depth shall be 25 feet. Accessory buildings shall not be erected in any required front or side yard or within 20 feet of any street or highway line or within 5 feet of any lot line. An accessory building or use may be located in a rear yard provided it is located more than 5 feet from any property line. Each residence must front toward the street. Small changes of lot boundary lines are permitted. In no event will a new building lot be created. The developer hereby reserves the right to waive minor violations of the set back requirements as above outlined. Minor violations shall include violations of up to 10% of the above referenced set back requirements.

4. No fence, wall, barricade, solid row shrubbery planting, or any other view retarding structure of any type shall be erected or allowed to remain on any lot along the front of the lot on the street right of way. Fencing may be

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erected beginning at the front set back line, along the side line to the rear and across the back lot line. Fencing must be approved by the architectural committee.

5. No mobile home, trailer, tent or shack shall be erected or placed on any lot covered by these covenants. House trailers are specifically prohibited, including the storage of said trailers.

6. All business vehicles, trucks, boats, trailers and campers shall be parked and stored behind the building setback line.

7. No animals or poultry of any kind, other than a reasonable number of house pets 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.

8. Developer hereby reserves unto itself, its successors and assigns, an easements, 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 gaslines, water lines, sewerpipes, 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.

9. The developer reserves the right to subject the real property in this subdivision to a contract with the electrical company for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require and continuing monthly payment to said electric company by the owner and of each building.

10. No sign or bill board of any kind shall be erected or allowed to remain on any lot other than a "For Sale" sign which shall not be larger than 6 square feet.

11. The disposal of sewage and all waste matter which includes garbage,

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rubbish, et cetera, shall be in compliance with regulations of the State Board of Health of North Carolina and the Board of Health of Wayne County, and all other governmental authorities which might have jurisdiction hereover.

12. Any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring lots, roads, or street.

13. Utility Lines. All electrical service and telephone lines shall be placed underground.

14. Nuisance. 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 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. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendation of the Wayne County Health Department. Approval of such system as installed shall be obtained from such authority. In addition to the above, the Developer, must also give its approval in writing for the construction of an individual water supply system, and the developer has a right to withhold its permission so long as water is furnished through a central water system.

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16. 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 an Architectural Committee hereinafter provided for in the following manner:

a. An Architectural committee shall be elected by the developer and shall consist of not more than three persons.

17. No firearms of any make, or weapons, of any size or caliber, including pistols, rifles, air rifles, or shotguns, or bow and arrows shall be fired upon the property for any purpose.

18. No "earth station dish antenna" shall be erected, constructed, maintained or operated upon any lot. An "earth station dish antenna" is an antenna whose purpose is to receive communications or other signals from orbiting satellites and other extra-terrestrial sources.

19. Construction. Construction on homes built in Subdivision shall be begun within one year from the date the deed transferring said lot to buyer from developer is recorded in the office of the register of deeds of Wayne County. In the event that construction is not begun within this period, buyer shall transfer the lot back to the developer after being refunded the original purchase price.

20. Enforcement. 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. The Developer covenants, stipulates and agrees for themselves, their 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

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the development known as "WALNUT POINTE" Phase I, 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.

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

IN TESTIMONY WHEREOF, Billy Redden Creech and Gibbie Creech, have caused this instrument to be executed this the 21<sup>st</sup> day of January, 1992.

Billy Redden Creech  
BILLY REDDEN CREECH

Gibbie Creech  
GIBBIE CREECH

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STATE OF NORTH CAROLINA  
COUNTY OF WAYNE

I, RAY J. ROGERS, a Notary Public of the County and State aforesaid certify that Billy Redden Creech personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and seal this 21 day of JANUARY, 1992.

[Signature]  
Notary Public

My Commission Expires:

July 16 1993

STATE OF NORTH CAROLINA  
COUNTY OF WAYNE

I, RAY J. ROGERS, a Notary Public of the County and State aforesaid certify that Gibbie Creech personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and seal this 21 day of JANUARY, 1992.

[Signature]  
Notary Public

My Commission Expires:

July 16 1993

NOTARY PUBLIC  
WALNUT

rp\walnut

NORTH CAROLINA, Wayne County  
The foregoing certificate is of Ray J. Rogers

Notar(y) ~~(ies)~~ Public ~~are~~ certified to be correct

Filed for registration at 11:40 o'clock A M this 28<sup>th</sup> day of January, 1992

DEBORAH C. LANE, Register of Deeds

By [Signature]  
Deputy/Assistant Register of Deeds