

## RESTRICTIVE AND PROTECTIVE COVENANTS

### WALNUT CREEK ESTATES, INC.

AREA A, SECTION 1,

AREA A, SECTION 2,

AREA B, SECTION 1

For the benefit of all purchasers of lots in Area A, Section 1, Area A, Section 2, and Area B, Section 1, of Walnut Creek Estates, Inc. as subdivided and platted per maps of Little-Whitfield & Associates, under dates of June 22, 1964, July 15, 1964, and June 22, 1964, respectively Walnut Creek Estates, Inc. (sometimes hereinafter referred to as the developer), and in order to provide a uniform and orderly system of protective covenants and to carry out the property plan designed and desired by the developer, certain covenants, restrictions and easements are hereafter set out and shall run with the land and shall bind and inure to the benefit of the purchasers, their respective heirs, personal representatives, successors and assigns until January 1, 2014, 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, restrictions and easements are as follows:

1. For purposes of identification, the lots in Walnut Creek Estates, Inc. have been designated by lot number within three (3) appointed areas which shall hereafter be referred to as Areas A, B and C. In addition each area shall be divided into sections and the developer reserves the right to open the sections of each area as it deems advisable in order to insure and promote orderly growth of the entire planned development. The covenants, restrictions and easements referred to herein shall relate only to those lots located in Sections 1 and 2 of Area A, and Section 1 of Area B.
2. All lots shown on the maps of Walnut Creek Estates, Inc. designated as Area A, Section 1, Area A, Section 2 and Area B, Section 1 are hereby designated residential lots. No building shall be erected or permitted to remain on any of said lots other than a detached one family dwelling not to exceed two and one half (2½) stories in height, and a private garage or carport for not more than three (3) automobiles, which said garage or carport shall be attached to the main dwelling. The minimum space and capital expenditure requirements for residences to be constructed upon each lot shall be as follows:

Area A, Sections 1 and 2 – exclusive of garages, carports, porches, attics (sic) and basements.

One story dwellings - 2,500 square feet and \$30 ,000.00

Two story dwellings -3,000 square feet and \$30 ,000.00

Area B, Section 1 – exclusive of garages, carports, porches, attics and basements.

One story dwellings – 1,650 square feet and \$20,000.00

Two story dwellings – 1,850 square feet and \$20,000.00

3. No building shall be erected or allowed to remain on any of the residential lots in the development without conforming to the following location formula: Dimensions shall be computed for the front yard from the street right of way to the front line of the main body of the house. Side yard dimensions shall be computed along the extension of this front line to each property line and shall be measured from the part of the house, garage, porch or carport nearest the property line. Front lines of each house shall be setback thirty per cent (30%) of the average depth of the lot perpendicular to the front line. Side yards shall be fifteen per cent (15%) of the width of the lot measured at the setback line on each side. Each residence must front toward the street.
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 stipulation: three and one-half (3½) 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 street to a point parallel with the center of the residence located on the lot.
5. In order to maintain architectural beauty in the development and to guard against the erection therein of poorly or unsuitably designed or proportioned structures, 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. The owner or proposed builder shall submit the plot plan showing the location of the building on the lot and the preliminary plans and specifications showing the type and exterior lines to the architectural committee and obtain its approval thereof.
  - B. Before obtaining a building permit or commencing construction the owner or proposed builder shall submit the working drawings to the architectural committee and it shall approve the same if it determines that the same are in accordance with the preliminary plans and specifications previously approved. The architectural committee shall be selected by Walnut Creek Estates, Inc. and shall consist of not more than three persons. If the architectural committee fails to act on the approval of plans and specifications submitted within thirty (30) days, the plans and specifications shall be considered as approved provided they do not violate any of the restrictions 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 architectural committee. Following a request, the committee 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 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, except with the written approval of the architectural committee. 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 architectural committee.
10. 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.
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 purpose of rights of way for gas lines, water lines, sewer pipes, telephone and electric lines, wires, cables and all equipment necessary for in 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.
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 and the board of Health of Wayne County, 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 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.

14. Fuel oil tanks shall be buried or placed in the basement of the dwelling house.
15. 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 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.

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 Secretary, this 1<sup>st</sup> day of December, 1964.

WALNUT CREEK ESTATES, INC.  
BY:(SIGNED/ CONWAY J. ROSE)  
President

ATTEST: (SIGNED/ ROBT. W. THOMPSON)  
Secretary  
(SEAL of WALNUT CREEK ESTATES, INC.)