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STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS
"WALTON WOOD" Phase I

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned hereinafter collectively referred to as the "Developers", are the owners of all of the legal interest and equity in that certain tract of land known as "Walton Wood" Phase I, and it is the desire of the undersigned to insure the use of said property for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure each lot owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners:

Now therefore, the undersigned do hereby covenant, agree and declare to and with all persons, firms, or corporations now owning or hereafter acquiring any property in "Walton Wood" Phase I, that all of the lots in said subdivision as shown on a map recorded in map book 32 at page 45 of the New Hanover County Registry, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to wit:

74

1. All lots in said subdivision shall be known as single family residential lots, and shall be used for residential purposes only.

No portion of said residence shall be subleased or used for rental purposes unless entire residence is rented. No residence shall be used as a duplex or apartment.

All building plans and site locations for residences must be approved by the developer in writing prior to construction. Drawings not reviewed in writing within thirty (30) days of submission will be deemed as approved. No lot may be clear cut or substantially cleared without the express consent of the developer.

The roof on each residence must have a minimum pitch of 6'/12', unless written permission to vary therefrom is first obtained from the developer, and all roof shingles must be earth tones such as browns, greys, or blacks.

2. No residence smaller than 2,300 square feet of heated floor space, exclusive of porches, steps, walks, garages, carports, storage areas and so forth, shall be constructed or located on any building lot. In addition a garage, either attached or detached, for not less than one (1) car

RECORDED AND VERIFIED
BY CLERK OF COURSE CHRISTIAN
NEW HANOVER CO. NC 2760

Oct 1 1 06 PM '91

RETURNED TO
KENNETH M. PHELPS
(919) 763-9901

must be constructed at the time the main structure thereon is constructed. Provided, that in cases where the area is not more than ten percent (10%) below the minimum set out, developer or its designated agents, may, at their option, approve the construction of dwelling if it is in conformity with the general development of the subdivision. Provided, further, that developer in its sole discretion may approve plans for construction without a garage included.

In computing the number of square feet allowed as provided herein, no square footage in any part of the dwelling that is constructed over a garage will be counted, unless it is on the same utility hookup as the main dwelling and is a finished part of the constructed living space.

3. No concrete block, concrete brick, asbestos siding, masonite hardboard siding, aluminum siding, cinder block nor tar paper composition shall be used for the exterior of any residence constructed on any building lot herein conveyed. It is intended that only conventional frame, clay brick, or stucco exteriors be constructed on the lots subject to these covenants.
4. There shall be no main dwelling constructed on a concrete slab on grade. Main floor construction shall be wood framing above a crawl space.
5. Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses directly to the side of other homes with detrimental effect on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines are established by these restrictions. In order to assure, however, that the foregoing considerations are given maximum effect, the developers reserve the right to control and approve absolutely the site and location of any house or dwelling or other structure upon any lot. A plot plan shall be furnished to the developers for approval prior to the beginning of construction on any lot. In any event, no house shall be erected closer to the front lot line or nearer to any side line than the minimum distance established by New Hanover County ordinances.
6. No house trailer, mobile home, travel trailer, or

other recreational vehicle, tent, shack or temporary structure of any nature shall be located on any lot or used at any time as a residence, temporarily or permanently. The developer reserves the right to approve site locations of all storage buildings to be constructed on any lot prior to the beginning of construction of said building. Boats shall be kept so as to not be visible from the street. No satellite dishes or antennae shall be allowed upon any lot in the subdivision without the express written consent of the developer.

7. Modular and prefabricated homes and previously constructed homes may not be erected or placed on any lot, without the express written consent of the developer.
8. No fence shall be erected on any lot unless written approval thereof has first been obtained from the developer. Any fence installed by an owner, builder, or the developer must be inspected annually and maintained by the owner of the lot upon which same has been erected.
9. No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

Each lot owner shall provide receptacles for garbage and all cans, carts and bags must be kept in a secured area, accessory building, or other storage facility, and not visible from the street, except on garage pick up days.
10. No noxious or offensive activity shall be carried on or maintained on any lot or part of any lot, nor shall any use be made of any portion of said property, which may be or may become an annoyance or nuisance to the neighborhood. All yards within the subdivision shall be kept neat and clean, and in event yards are not properly maintained, they shall be cleaned up at the owner's expense. Unsightly, or unlicensed automobiles, and like eyesores, shall not be maintained on the property either prior to or after the residence has been erected.
11. No yard sales or garage sales shall be permitted upon any lot in this development.
12. The owner of each lot shall keep the lot mowed

regularly, including the area from the lot line across the private road as far as the property line extends, and clear of any unsightly objects, and in the event that the owner of any lot within the said subdivision breaches this restriction, the developer reserves the right to enter upon said lot and mow the grass, clean up the lot and remove unsightly structures and objects, at the owner's expense. Where a lot borders on or contains ditches, drainage canals or swales, the buyer of each lot shall keep that area, including the slopes, down to the edge of the water, mowed and maintained regularly. Washouts or erosions on the lots adjoining ditch banks and swales shall be properly repaired by the respective lot owners.

13. Construction activity on a lot shall be confined within the boundaries of said lot. Each lot owner shall have the obligation to collect and dispose of all rubbish and trash resulting from construction on his lot. Upon a lot owner's failure to collect and dispose of such trash within thirty (30) days after receipt of a written notice from developer, developer may collect and dispose of such rubbish and trash at the lot owner's expense.
14. No property owner shall maintain or permit any boats, trucks in excess of three quarter (3/4) ton, trailers, tractors, motor homes, campers, motor-cycles, or any type of motor vehicle or other machinery that produces excessively loud noises on his lot or on any road of Walton Wood.
15. No advertising signs or billboards shall be erected on any lot or displayed to the public on any lot, subject to these restriction, except that one sign of not more than five (5) square feet in area may be used to advertise a completed dwelling for sale. No "For Sale" signs are allowed on any vacant property. This covenant shall not apply to signs erected by the owner/developer used to identify and advertise the subdivision as a whole, or by a contractor for an item of work being performed on a given lot.
16. No lots shall be resold by a buyer to anyone other than an individual purchaser. No lot shall be resold to a builder for the purpose of speculation building for resale.
17. Once construction has started on any lot, it must be completed within one (1) year. If a house burns

or is damaged by storm or other natural disaster, it must be repaired or removed from the lot within one (1) year of said occurrence. Underbrush must be removed and maintained after one (1) year from the date of sale or date of occupancy of the dwelling thereon.

18. The Developer reserves a ten (10) feet easement along the sidelines and the rear lines of all lots in the subdivision for the purpose of installing and conveying easements for drainage. The Developer reserves a thirty (30) feet easement as shown on the subdivision plan for roadway and utilities.

The Developer reserves the right to subject the real property in this subdivision to a 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 and Light Company by the Owner of any dwelling site.

19. Sewage disposal shall be only by tapping onto the county of New Hanover sewage system.
20. No hogs, cattle, sheep, goats, horses, poultry, fowl, or other livestock shall be raised, bred, or kept on any lot in the subdivision. However, dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further, that they are not kept in such numbers or of such a nature as to be or become a nuisance to adjoining property owners or any residents of the subdivision. Household pets shall be kept under the Owner's control at all times.
21. Water to be used by the residents of any lot in the subdivision for human consumption shall be obtained from the New Hanover County Water System unless other sources are approved and authorized by the city-county Board of Health.
22. Individual lot owners will be assessed in any calendar year, for payment for improvement, maintenance and upkeep of the road in the subdivision. The need for repair of the roadway, or any signage, entrance or roadway planting, or other appurtenances installed or created within the easement shall be determined by a majority of the

lot owners. Each lot shall have one vote. Individual lot owners will be assessed equally for maintenance and upkeep. Each assessment will be paid within thirty (30) days of the completion of such improvement, maintenance or upkeep, directly to the Contractor performing said work.

Every lot owner, for each lot owned within the subdivision, and each owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay for any assessment as herein provided.

23. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants herein, which shall remain in full force and effect.
24. If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said "Walton Wood" to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing or to recover damages or other dues for such violation.
25. At any time prior to December 31, 1993, these restrictions may be amended by the undersigned in their discretion and by unanimous agreement, but not to impair the property value of the lots. Hereafter, these restrictions may be amended by vote of the owners of two-thirds (2/3) of the lots in "Walton Wood".
26. All covenants, restrictions, and affirmative obligations set forth in these restrictions shall run with the land and shall be binding on each of the undersigned and all parties and persons claiming under them for a period of twenty (20) years from the date hereof after which time all said covenants shall be automatically extended for successive period of ten (10) years, unless an instrument signed by the owners of a majority of the lots (not including mortgages or trustees under deeds of trust) substantially affected by such changes and covenants, has been recorded, agreeing to change said covenants in whole or in part.

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In testimony whereof, Kenneth M. Phelps and wife, Sophia B. Phelps, and Gore and Rouse Construction Company (Partners: Morris E. Gore, and Dennis E. Rouse), and Jackie R. Gore and Patti E. Rouse, have hereunto set their hands and seals, this 25 day of SEPTEMBER, 1991.

Kenneth M. Phelps (SEAL)
Kenneth M. Phelps

Sophia B. Phelps (SEAL)
Sophia B. Phelps

GORE AND ROUSE CONSTRUCTION COMPANY,
A NORTH CAROLINA PARTNERSHIP

Dennis E. Rouse (SEAL)
by Dennis E. Rouse
Patti E. Rouse (SEAL)
Patti E. Rouse

Morris E. Gore (SEAL)
by Morris E. Gore
Jackie R. Gore (SEAL)
Jackie R. Gore

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Jackie Rouse, a Notary Public in and for the State and County before said, certify that Kenneth M. Phelps and wife Sophia B. Phelps, and Morris E. Gore and Dennis E. Rouse, Partners in Gore and Rouse Construction Company, a partnership of Pender County, North Carolina, and Jackie R. Gore and Patti E. Rouse each personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the intent and purposes therein expressed.

Witness my hand and seal, this 25th day of September, 1991.

Jackie Rouse
Notary Public



My Commission expires:
April 28, 1995

page 7

STATE OF NORTH CAROLINA
New Hanover County
The Foregoing/ Annexed Certificate(s) of

Jackie Rouse

Notary (Notaries) Public is/ are certified to be correct.

This the 1 day of Oct., 1991
Rebecca Tucker Christian, Register of deeds

by D. Ryan
Deputy/Assistant