

SUGGESTED COVENANTS FOR WALTON SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS made this _____ day of _____, by the Walton, Worth, and Skinner Heirs and John B. McMillan and Thomas C. Worth, Jr., owners of Walton Acres Subdivision, hereinafter referred to as DECLARANTS, in Wake County, North Carolina;

WITNESSETH:

WHEREAS, DECLARANT are owners of the real property described below and is desirous of subjecting said real property to the Protective Covenants hereinafter set forth,

Being all of Lots 2 through 6 inclusive, of Walton Acres Subdivision, according to map recorded at the Wake County Registry in Book of Maps ____, Page ____.

NOW, THEREFORE, DECLARANTS do hereby declare that the above described real property located in Wake County, North Carolina is and shall be held, transferred, sold and conveyed subject to these Protective Covenants:

1. All lots shall be used for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one dwelling and outbuildings, incidental to residential and gentleman farming use.
2. Five feet of space of each lot adjoining the sidelines and ten feet of space adjoining the rear lines of all lots shall be reserved for utility easements unless this provision is waived by The DECLARANTS.
3. No more than 25% of the mature trees existing on any lot may be removed.
4. Location and plans for dwelling to be constructed on lot to be approved in writing by Julie Wright or Jerry Radman or their designated representative(s) or successor(s).
5. All utility lines extending from the subdivision road to a dwelling site shall be routed underground.

6. If during construction of the dwelling and other permitted structures, any damage is caused by such construction to the street or any other subdivision lot(s) by the owner or his subcontractors, the owner shall pay to the Declarants or the owner(s) of the damaged lot(s) the amounts necessary to restore said street or lot(s), until such time as the Private Street Maintenance Agreement comes into effect (thereafter damage to the street and the payment of damages for same shall be in accordance with the Private Street Maintenance Agreement). During construction there shall be a gravel area at the entrance to each lot. The purpose of this gravel area is to prevent mud and other debris from being tracked into the street. During construction, the lot owner shall keep all construction vehicles off the shoulder and right of way.
7. The DECLARANTS reserve the right to subject the property of the subdivision to a contract with Duke Energy Carolinas for the installation of street lighting which will require a continuing monthly payment by the individual lot owners.
8. All garbage shall be stored in receptacles which are picked up and disposed of weekly. Garbage receptacles shall be screened.
9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done to become an annoyance or nuisance to the lot owners in the subdivision. No motor bikes, go-carts, or three or four wheel recreational vehicles shall be operated on lots in the subdivision or on the street. Any other type of motor vehicle or machinery that is excessively loud shall be prohibited.
10. There shall be no commercial raising of poultry, dogs, birds, reptiles, hogs or other animals. Only one animal of a large species (for example, horses) shall be allowed per acre. All species shall be fenced and properly housed. Pens and housing for all species shall be regularly cleaned.
11. No junk or disabled automobiles or salvage materials shall be allowed to remain on any tract. No communication towers shall be allowed except with the approval of The Declarant.
12. No mobile homes may be placed on any tract and no incomplete or temporary structures shall be used as a residence.
13. The private access road _____ will be maintained by the lot owners according to their responsibilities as defined in the Private Road Maintenance Agreement recorded in Book _____, Page _____, Wake County Registry.
14. Responsibility for maintenance of any storm water devices designed for a specific lot shall be the responsibility of the owner of the specified lot.

THESE COVENANTS AND RESTRICTIONS are to run with the land and shall be

binding on all parties and all persons subject to them for a period of twenty years from the date the covenants are recorded after which said covenants shall automatically be extended for successive periods of ten years, unless an instrument in writing signed by a majority of the then owners of the lots has been recorded, said instrument agreeing to change said covenants in whole and in part.