

MAIL TO: Walker Mountain Farms, Inc.
186 Pamela Lane
Mocksville, NC 27006

DRAFTED BY: Tamara A. Fleming, Attorney at Law

FILED FOR REGISTRATION

JUNE 29, 1999 4:15 P.M.

DATE TIME

AND RECORDED IN BOOK 307 PAGE 97HENRY L. SHORE, REGISTER OF DEEDS
DAVIE COUNTY, NC.BY Louis C. Williams
ASSISTANT

NORTH CAROLINA

DAVIE COUNTY

DECLARATION OF RESTRICTIVE COVENANTS
FOR
WALKER MOUNTAIN FARMS, INC.

KNOW ALL MEN BY THESE PRESENTS that, WALKER MOUNTAIN FARMS, INC., (referred to herein as the "OWNERS") are the owners of a certain tract of land which is the remainder of the property owned as described in Deed Book 197, Page 527, Davie County Registry. The OWNERS desire to impose certain restrictions and conditions upon present and future owners upon the remainder of the land it owns as described in Deed Book 197, Page 527, Davie County Registry.

NOW, THEREFORE, the OWNERS hereby covenant and agree, for themselves and their heirs, successors and assigns, and with all persons, firms, corporations, or other parties hereafter acquiring land which is a portion of the property described in Deed Book 197, Page 527, Davie County Registry, and that all of those lands are subjected to the following restrictions and conditions as to the use thereof, which conditions and restrictions shall be appurtenant to and to run with all of the lots in the subdivision, by whomsoever owned.

- 1) A single-family dwelling house and its customary accessory buildings, may be constructed. the dwelling must be used for residential purposes. A barn constructed of new materials will be permitted on a 5-acre tract.
- 2) No building or other structure shall be used as an apartment.
- 3) The following shall NOT be permitted:
 - (a) The keeping of swine, goats, domestic fowl or exotic animals.
 - (b) Structures of temporary character.
 - (c) Noxious or offensive activities or any nuisance upon any lot. Trade materials or inventories may not be stored upon the premises. Tractor trailer trucks or inoperable vehicles may not be stored or regularly parked on the premises.

- (d) Household pets may be kept provided they are not bred or kept for commercial purposes.
- 4) Only one single-family dwelling shall be built, altered, or erected to be used on any lot.
- 5) All lots shall be a minimum of 5 acres. No lot shall be further sub-divided unless each lot meets 5-acre minimum requirements.
- 6) No single-family dwelling shall be used, built, altered, or erected unless it shall contain the following minimum square footage of heated and finished floor space exclusive of porches, terraces, breezeways, garages, and basements except where noted; measurements shall be made from the outside wall lines.
 - (a) One story dwelling shall contain not less than 1800 square feet on the main floor.
 - (b) Multiple story buildings (split foyer, split level, 1.5 story, 2 story, shall contain not less than a total of 1800 square feet.
- 7) No building or part of building shall extend nearer to a property line than 20 feet, or comply with County Zoning if requirements are higher.
- 8) No mobile homes or doublewides are permitted. Modular homes with wood framing and roof line pitch steeper than 5/12 may be permitted as long as they meet the square footage requirements under 6-a & 6-b.
- 9) Dwellings and outbuildings must be constructed of all new materials. Permanent type outbuildings must be constructed of new materials and not be unsightly to the neighborhood. Concrete block structures must be stuccoed and painted on the outside.
- 10) Utility right-of-ways will be from Howardtown Road.
- 11) It is expressly understood and agreed between the developer and all subsequent purchasers of lots in the development known as Walker Mountain Farms that all conveyances of a lot or lots in said development are made subject to the foregoing covenants, conditions, and restrictions and that they are for the protection and general welfare of the development and shall be covenants running with the land and binding upon all parties purchasing lots in the development and their heirs, successors, assigns, administrators, or executors, and are enforceable by all or any of them, subject to the right herein reserved to move, extend, amend, and modify.
- 12) The foregoing covenants, restrictions, conditions and reservations shall remain in full force and effect for a period of 30 years from the date hereof, provided the easements reserved and placed in use by such date shall be perpetual until such time as there is a change in use or the character of the property whereby the same or part thereof is no longer required. The right to extend and shorten the time of existence of the restrictions is reserved as above stated.

the property whereby the same or part thereof is no longer required. The right to extend and shorten the time of existence of the restrictions is reserved as above stated.

13) These restrictive covenants apply to remainder of OWNER'S property as described in Deed Book 197, Page 527, Davie County Registry.


14) Any of the foregoing conditions and restrictions may be extended, removed, modified, or changed by the written instrument executed by the owners of 75% of the property, said instrument go be duly executed, acknowledged, and recorded in the Office of the Register of Deeds in Davie County, North Carolina.

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 Grantor has caused this instrument to be signed in its Corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

WALKER MOUNTAIN FARMS, INC.

By: R B Emb
President

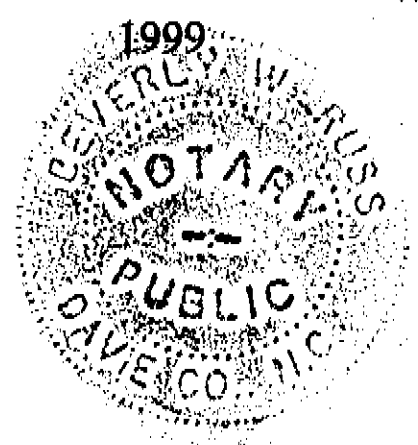
Attest: Mal Reagan
Secretary (Corporate Seal)


NORTH CAROLINA

COUNTY OF DAVIE

I, a Notary Public of the County and State aforesaid, certify that Tabatha C. Renegar personally came before me this day and acknowledged that she is Secretary of WALKER MOUNTAIN FARMS, INC., a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its ~~President~~ her as its Secretary.

Witness my hand and official stamp or seal, this 2nd day of June,



Beverly W. Russ
NOTARY PUBLIC

My Commission Expires:
Jan 28, 2001

The foregoing Certificate(s) of Beverly W. Russ Notary Public of Davie County, NC

is/~~are~~ certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Henry L. Shore REGISTER OF DEEDS FOR Davie County
By Doris C. Williams ~~Deputy~~ Assistant-Register of Deeds