

RB802 P0370

FILED
YADKIN COUNTY, NC
KAREN H. WAGONER
REGISTER OF DEEDS

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BOOK 00802
START PAGE 0370
END PAGE 0373
INSTRUMENT # 05268

This instrument prepared by Shore Law Firm, PLLC, Yadkinville, NC 27055
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NORTH CAROLINA
YADKIN COUNTY

**DECLARATION OF RESTRICTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
WALNUT CROSSING, PHASE II**

KNOW ALL MEN BY THESE PRESENTS: That this Declaration of Covenants, Conditions and Restrictions made and entered into on this the 12th day of September, 2006, by **OAK RIDGE, LLC**, a Florida limited liability company qualified to do business in North Carolina, (hereinafter referred to as "Developer").

W I T N E S S E T H :

WHEREAS, Developer is the owner of those Lots 4 thru 50 as shown on those plats recorded in Plat Book 9 at pages 852 thru 855 and desire to impose certain restrictions and conditions upon the present and future owners of said lots.

NOW, THEREFORE, the undersigned hereby covenants and agree, for itself and its successor, and assigns, with all persons, firms, corporations, or other parties hereafter acquiring title to said lots, that all of the said eight lots are hereby subjected to the following restrictions and conditions as to the use thereof, said conditions and restrictions to be appurtenant to, and to run with all the said lots, by whomsoever owned.

1. USE OF LOTS: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence and its customary accessory buildings and uses, which may include, but not specifically limited to, one-car or two-car garages, and storage buildings, each of which must be in a state of finished construction within one year of commencement of construction. The exterior finish material and colors shall be the same material as the exterior construction of the residence on said lot. Foundations shall be brick veneer, stone veneer or stucco on all sides. For Lots 6 thru 11 exterior veneers shall be entirely of (a) brick or stone or a combination of the two. For Lots 4, 5 and 12 thru 50, exterior veneers shall be entirely of (a) brick or stone or a combination of the two, (b) stucco, (c) vinyl and (d) cement board.

2A. RESIDENCE SIZES: For Lots 6 thru 11 as shown on that plats recorded in Plat Book 9 at pages 852 thru 855 there shall be no single-family dwelling which shall be used, built, altered or erected unless it shall contain not less than (a) 1,500 square feet for one story residence, or (b) 2,200 square feet for one and a half or two story residence. The above square-foot areas shall be made from the outside walls and be heated and finished floor spaces exclusive of porches, terraces, breeze-ways, garages and unfinished basement. Developer reserves the right to reduce the above stated areas by up to 10 percent.

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2B. RESIDENCE SIZES: For Lots 4, 5, 10 thru 50 as shown on said recorded plats there shall be no single-family dwelling which shall be used, built, altered or erected unless it shall contain not less than (a) 1,350 square feet for one story residence, or (b) 1,600 square feet for one and a half or two story residence. The above square-foot areas shall be made from the outside walls and be heated and finished floor spaces exclusive of porches, terraces, breeze-ways, garages and unfinished basement. Developer reserves the right to reduce the above stated areas by up to 10 percent.

3. WELL, SEPTIC TANK AND SEPTIC DRAIN FIELD. Developer reserves the right to specify the location of wells, septic tanks and septic drain fields which have been approved by the Yadkin County Health Department. If Developer approves a change of location of any such improvements, Purchaser, at Purchaser's expense, shall be responsible for obtaining the approval of the Yadkin County Health Department to such change in location.

4. HOME BUSINESS: Developer shall have the right to approve the conducting of a business in any residence located on any lot.

5. DEVELOPER APPROVAL: For so long as Developer owns any of the lots as shown on said recorded plat, Developer shall have the right to approve all fences, garages and other above-ground improvements.

6. FENCES: No fence shall be installed closer to the front lot line than the front of the residence located thereon. No fencing shall be constructed of woven wire which includes lots for pets.

7. SUBDIVISION OF LOTS: No residence shall be erected on less than one lot, and no lot shall be subdivided. Any lot determined to be unsuitable for a single-family residence may be further subdivided by Developer and conveyed to one or more adjoining lot owners; provided, however, there shall be only one residence on said combined lots.

8. SET BACK RESTRICTIONS: As to each lot, there shall be a total minimum side yards not less than 25 feet in width, no one of which shall be less than 10 feet in width. No building or part of building other than steps, open porches, overhanging eaves or cornices shall extend nearer the front property line than 40 feet; provided, however, Developer reserves the right to approve variances in these set-back restrictions. No pen for the exterior confinement of dogs and cats shall be constructed within any side or rear set back area.

9. ANIMALS: No animals of any kind shall be raised, bred, or kept for commercial purposes; provided, however, no more than two dogs and no more than two cats shall be kept; provided, further, that they are not become a nuisance. The only animals which are acceptable shall be dogs and cats.

10. ABOVE-GROUND SWIMMING POOLS PROHIBITED. There shall be no above-ground swimming pools. An above-ground swimming pool shall be defined as one having no concrete, masonry or tile pool lip or any part of the sides of which are visible from an adjoining lot at the top edge of the pool.

11. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for refuse or rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. Facilities and equipment for the storage and disposal of rubbish, trash and other waste shall not be kept except in a clean and sanitary condition.

12. TEMPORARY STRUCTURES: No structure of a temporary character, mobile home, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall not be used on any lot at any time as a residence, either temporarily or permanently.

13. SIGNS: No sign of any kind shall be displayed to the public

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view on any lot except one professional sign not more than two square feet, one sign not more than five square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during construction and sales period.

14. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything to be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No go-carts, motorcycles, motor bikes, scooters, three-wheelers, all-terrain vehicles, or other such vehicles shall be operated on any lot.

15. PARKING: The parking of boats and campers or unregistered or unlicensed automobiles for more than 2 days shall not be permitted which are not within an enclosure.

16. DRIVEWAYS: All driveways shall be constructed of only portland cement concrete, asphaltic concrete, concrete pavers or brick pavers. There shall be no driveways of loose stone.

17. UTILITIES: Developer reserves the front 30 feet of each lot and the side 30 feet if on a subdivision street, from the center of the street at the front of the lot, for the installation and maintenance of all utilities, including but not limited to electrical power, telephone and other communications, gas, and water.

18. ENFORCEMENT: Enforcement shall be proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages.

19. APPLICABLE PERIOD: The foregoing covenants, restrictions, and conditions shall remain in full force and effect, until December 31, 2030, at which time said covenants, restrictions and conditions shall be automatically extended for successive periods of five years unless by a vote of a two-thirds of the then owners of the lots which agree to change the said covenants in whole or in part.

It is expressly understood and agreed between Developer and all subsequent owners of said lots in the remaining part of Walnut Crossing development that all conveyances of lots or lot in the 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 said development and their heirs, successors, assigns, administrators, or executors.

Developer shall have the right to transfer to any person, persons or other entity by document recorded in the Yadkin County Registry all the rights herein reserved to Developer.

No captions or titles in this declaration of covenants, restrictions and conditions shall be considered in the interpretation of the provision hereof.

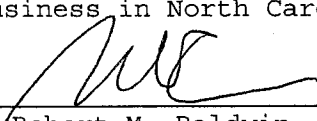
In case of conflict between any of the foregoing provisions and any zoning ordinances (or exceptions thereto which may lawfully be made by the and zoning board of adjustment) or laws which may be in effect, or which may hereafter be enacted, such zoning ordinances or laws shall control.

Invalidation of any one of these covenants, restrictions, or conditions by judgment or Court order shall in no way effect any of the provision which shall remain in full force and effect.

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IN WITNESS WHEREOF, Developer has hereunto caused this instrument to be executed effective the day and year first above written.

OAK RIDGE, LLC (SEAL), a Florida
limited liability company qualified to
do business in North Carolina

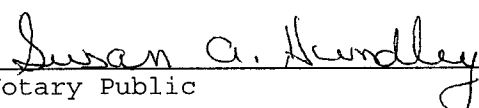
BY:  (SEAL)
Robert M. Baldwin, III, manager

NORTH CAROLINA

YADKIN COUNTY

I, the undersigned Notary Public of said county, North Carolina, do hereby certify that Robert M. Baldwin, III, a member acting as a manager of Oak Ridge, LLC, a Florida limited liability company qualified to do business in North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said limited liability company.

Witness my hand and notarial seal, this the 12th day of September, 2006.


Notary Public

My commission expires: 03-22-08



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