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Piedmont Preferred Realty

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KNOW ALL MEN BY THESE PRESENTS that Harold E. Walker and wife, Vera C. Walker, as owners of those certain lots or parcels of land hereinafter described, do hereby covenant with each other to impose, and do hereby impose upon the real property hereinafter described the following covenants, conditions and restrictions as to the use thereof, it being understood and agreed that said covenants and restrictions shall run with the title to each of the lots hereinafter referred to and shall be binding upon the parties hereto, and their successors in title, until November 1, 2004; said property being located in Cedar Grove Township, Orange County, State of North Carolina, and being more particularly described as follows: BEING Lots No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 of "Walker's Landing", according to plat of survey by Phillip J. Hall, Registered Land Surveyor, dated December, 1976 and duly recorded in the office of the Register of Deeds of Orange County, North Carolina in Plat Book 26 at Page 89, to which reference is hereby made for a more particular description thereof.

I. No lot shall be used in this development except for single-family residential purposes, and no building shall be erected, altered, placed, or permitted to remain on any lot other than a single family residence and its customary accessory buildings and uses. Only one single family dwelling unit may be erected on any lot.

II. All single story dwellings shall contain not less than 750 square feet of heated living area, and all two story dwellings shall contain not less than 1200 square feet of heated living area.

III. The construction of any dwelling or outbuilding having an exterior composed of concrete or cinder block is expressly prohibited.

IV. No mobile home shall be allowed upon any lot at any time for any purpose. No dwelling unit which is in fact a mobile home may be converted from a mobile home to a permanent type dwelling unit on any lot at any time. This covenant does not prohibit the presence of a recreation vehicle for a period of time not to exceed one week per recreation vehicle.

V. No unlicensed nor inoperable automobile nor other motor vehicle nor any other type "junk" shall be allowed to remain on any lot for more than thirty days. This restriction shall not apply to any vehicle which will qualify as an antique, a collectible, or a vintage classic. Garbage and other

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ORANGE COUNTY RECORDS

FOR MULTIPLE PIN SHEET
SEE BOOK 491 PAGE 229-230

debris shall be timely removed from each lot so as not to attract rats, snakes, and other undesirable varments.

VI. The construction and/or maintenance of any pier or docking facility at or near the lake itself without the advance written permission of the Board of Directors of Lake Orange, Inc., a North Carolina corporation, is expressly prohibited.

VII. No noxious or offensive activity of any kind shall be permitted upon any lot at any time. Without limiting the generality of the foregoing, the use of any sound amplifying equipment to produce noise levels audible to the naked ear beyond the immediate property line is expressly prohibited, and the use of any profane and/or vulgar language which is audible beyond the immediate property line is also expressly prohibited.

VIII. Dogs and other domestic animals must be carefully controlled so as not to be likely to become an annoyance to the neighbors nor to pedestrians and other persons using the dedicated streets of this subdivision. Without limiting the generality of the foregoing, the outdoor barking of any dog between the hours of 11:00 P.M. and 6:00 A.M. is hereby declared to be such an annoyance.

IX. No lot in this subdivision may be subdivided in such a manner as to increase the total number of lots in this subdivision.

X. The owner or owners and/or occupants of any lot within this subdivision shall cause the said premises to be maintained at all times in such a manner as to minimize soil and gravel erosion, and shall, during the growing season, cause the lawns thereon to be mowed at regular intervals so as to provide a neat appearance.

XI. From and after November 1, 2004, these covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded in the office of the Register of Deeds of Orange County, North Carolina agreeing to any change in these covenants and restrictions, in whole or in part.

XII. The owner or owners of any lot in this subdivision shall have the absolute right to specifically enforce these restrictions and covenants by any action in law or in equity against any person, firm or corporation who violates, or who shall attempt to violate, any of these restrictions. Any such violator shall be liable for monetary damages and all legal expenses

and costs in addition to equitable remedies of temporary restraining orders, temporary injunctions, and/or permanent injunctions.

XIII. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other restrictions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this

13 day of November, 1984.

Harold E. Walker (SEAL)
HAROLD E. WALKER
Route #1
Cedar Grove, N. C.

Vera C. Walker (SEAL)
VERA C. WALKER

NORTH CAROLINA

ORANGE COUNTY

I, Dalton H. Loftin, a Notary Public, do hereby certify that Harold E. Walker and Vera C. Walker personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive

Covenants. Witness my hand and notarial seal. This the 13th day of Nov., 1984.

Dalton H. Loftin 11-13-84
NOTARY PUBLIC
DALTON H. LOFTIN
NOTARY PUBLIC
ORANGE COUNTY, N.C.

My commission expires: 11-9-86

NORTH CAROLINA, ORANGE COUNTY

The foregoing Certificate of Dalton H. Loftin a Notary Public of the designated governmental unit is certified to be correct.

Filed for registration on the 15th day of November, 1984, at 12:55 o'clock P. M. and duly recorded in the office of the Register of Deeds of this County in Book No. 491, Page 231.

BETTY JUNE HAYES, Register of Deeds

BY: Delorah B. Brown
Deputy Register of Deeds

20041101000399760 AMD
Bk:RB3598 Pg:290
11/01/2004 10:10:37AM 1/9

FILED Joyow H. Pearson
Register of Deeds Orange COUNTY, NC
BY: *Wendy R. Me*
Deputy

#16/5

FOR MULTIPLE PIN SHEET
SEE BOOK 3598 PAGE 288

Record & Return to:
Mr. George T. Koenig
906 Lakeview Drive
Cedar Grove, NC 27231

WALKER'S LANDING SUBDIVISION
FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT to the Declaration of Covenants, Conditions and Restrictions applicable to Lots 1 through 15 and tract VW-1, both inclusive, of the Walker's Landing Subdivision is made and entered as of this 17 day of October, 2004.

WITNESSETH THAT:

WHEREAS, by that certain instrument (the "Declaration") dated _____, 1984 and recorded November 1, 1984 in Deed Book 491, at page 231, *et. seq.*, in the office of the Register of Deeds of Orange County, North Carolina (the "land records") Harold E. Walker and Vera C. Walker, his wife, subjected Lots 1 through 15 and tract no. VW-1 of "Walker's Landing" (the "Lots"), as the same are more particularly described in the plat of survey by Phillip J. Hall, R.L.S., dated December, 1976 and recorded in Plat Book 26, at page 89 among the land records, to the covenants, conditions and restrictions set forth in the Declaration; and,

WHEREAS, by its terms, the Declaration may be amended by an instrument signed by a majority of the then owners of the Lots and recorded among the land records; and,

WHEREAS, the undersigned are the owners of a majority of the Lots and intend to hereby amend the covenants, conditions and restrictions contained in the Declaration and to reaffirm and republish the covenants, conditions and restrictions as hereby amended.

WHEREAS, by that certain instrument (the "Road Maintenance Agreement") dated November 1, 1984 and recorded November 15, 1984 in Deed Book 491, at page 234, *et. seq.*, among the land records Harold E. Walker and Vera C. Walker, his wife, dedicated a private right of way known as "Lakeview Drive" over and across the Lots and subjected the owners of the Lots and their successors and assigns to the joint obligation to pay the costs of maintaining, repairing and replacing the road located within the private right of way; and,

WHEREAS, the purposes of the Road Maintenance Agreement can best be accomplished by an association composed of all owners of the Lots.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which the undersigned parties hereby expressly acknowledge, the covenants, conditions and restrictions in the Declaration are amended by adding thereto the following new provisions:

WALKER'S LANDING SUBDIVISION
FIRST AMENDMENT TO DECLARATION (cont'd)

1. The following items are considered to be 'visual clutter' and are expressly prohibited unless appropriately screened from view a) idle construction equipment b) stored construction materials c) unsightly garbage or refuse containers
2. Every owner of a Lot within the Walker's Landing Subdivision shall be a member of the Walker's Landing Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot within the Subdivision.
3. The Walker's Landing Homeowners Association shall (i) administer and, as necessary, enforce the covenants, conditions and restrictions contained in the Declaration as the same are hereby and may hereafter be amended; (ii) maintain, repair and replace the private road located within the Lakeview Drive right of way; (iii) maintain, repair and replace such other common property as it may own or control for the common benefit of its members; and, (iv) discharge such other responsibilities as may be assigned to it from time to time by vote its members.
4. The owner or owners of each Lot within the Walker's Landing Subdivision shall pay to the Walker's Landing Homeowners Association: (1) annual assessments or charges, and (2) special assessments for common property maintenance, repair and replacement, such assessments to be established and collected in accordance with the provisions of the Bylaws of the Association.

Except as hereby expressly amended, the covenants, conditions and restrictions contained in the Declaration are hereby ratified, affirmed and republished.

WITNESS THE FOLLOWING SIGNATURES as of the date first above written.