

NORTH CAROLINA
GRANVILLE COUNTY

RESTRICTIVE COVENANTS
WALNUT CREEK NORTH

KNOW ALL MEN BY THESE PRESENTS, that on the 31st day of July, 1995, Cedar Creek Partners, a Virginia General Partnership, and Pattie Taylor Arroyo, Divorced, Steven Wayne Barbour and wife, Lisa Cash Barbour, and Stacey Dawn Davenport, unmarried, John Edgar Wallace, Jr., unmarried, and Curtis Holiday, widower, owners of tracts in Walnut Creek Subdivision North, known and designated as Phases I, II, III, IV and V, and more particularly described in Plat Book 17, Page 106, 107, 108, 109 and 110, do hereby covenant and hereby agree with all persons, firms or corporations which may hereafter purchase, acquire or lease any of the said lots or parcels of land set out hereinabove, that the following restrictive covenants shall be applicable to said property during the term hereinafter set forth:

1. The property subject to these restrictions includes all of the lots comprising Walnut Creek North Subdivision as appear in Phase, I, II, III, IV and V of Walnut Creek North Subdivision as recorded in Plat Book 17, Pages 106, 107, 108, 109 and 110, Granville County Registry.

2. Each lot shall be used for single family residential use only, and thereby only one (1) dwelling shall be allowed on each lot.

3. No swine or kennels shall be allowed on any lot. This shall not prevent the keeping of normal household pets under normal residential conditions.

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Delivered:
HOPPER & HICKS

• 111 GILLIAM ST. • P.O. BOX 247 • OXFORD, NORTH CAROLINA 27565 • 919-693-8181

This instrument is prepared by
H. K. F. WICKS, Attorney-at-Law

Sale. To: Kyle Hicks, 8-17-95

4. Non-commercial livestock and poultry shall only be allowed on tracts of 3 acres or more, and only to such an extent as not to become a nuisance to neighboring land owners.

5. There shall be no vehicular parking allowed along the road right-of-ways. This restriction includes, but is not limited to, automobiles, boats and utility trailers.

6. All waste and household trash and garbage shall be disposed of in a manner approved by the Granville County Health Department.

7. All homes, manufactured or otherwise, shall be no more than 7 years old at the time of installation. This requirement may be waived by Cedar Creek Partners, if it is determined that such home is sufficiently compatible in design and appearance with other housing in the subdivision.

8. There shall not be located on any lot more than one (1) unlicensed vehicle. No commercial automotive repair shall be allowed on any lot.

9. All driveway connections shall meet the N. C. Department of Transportation guidelines using culverts (driveway pipes where needed, composed of approved materials).

10. All lots are sold subject to the Private Road Maintenance Declaration of record in Book 672, Page 450, Granville County Registry.

11. These restrictions shall operate as covenants running with the land for the benefit of any and all persons who may now

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own or who may hereinafter own any lot located in Walnut Creek North Subdivision, and all such persons are specifically given the right to enforce these restrictions against any person or persons violating or threatening to violate these restrictions, and any such person shall also be entitled to recover from the offender any damages suffered from violations of these restrictions.

12. These restrictions or any changes therein shall enure for the benefit and run with the land shall be binding on all parties or persons claiming under the owners as set out herein, until July 1, 2015. These restrictions shall automatically renew for ten (10) periods thereafter until such time as the lot owners by a two-thirds (2/3rds) vote agree to terminate said restrictions.

13. The invalidation of any portion of these restrictions and covenants by judgement, court order, state law, federal law or local law, shall in no way affect any of the other provisions contained herein, and those other provisions shall be severed from the invalidated portion and shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties named hereinabove do hereunto set their hands and seals the day and year first above written.

CEDAR CREEK PARTNERS, a Virginia
General Partnership

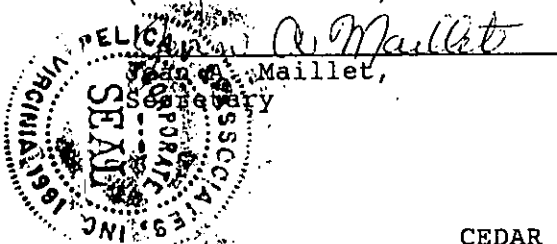
By: Pelican & Associates, Inc., A General
Partner

By: Joseph D. Maillet
Joseph D. Maillet, President

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ATTEST:
(CORPORATE SEAL)



J. Maillet,
Secretary

CEDAR CREEK PARTNERS, a Virginia
General Partnership

By: Lagniappe Enterprises, Inc., a
General Partner

By: Charles M. Bullock
Charles M. Bullock, President



ATTEST:
(CORPORATE SEAL)

Connie Bullock,
Secretary

Philip Todd Sykes (SEAL)
Philip Todd Sykes, Divorced

Melissa Page Horton (SEAL)
Melissa Page Horton

Pattie Taylor Arroyo (SEAL)
Pattie Taylor Arroyo,
Divorced

Stephen Wayne Barbour (SEAL)
Steven Wayne Barbour

Lisa Cash Barbour (SEAL)
Lisa Cash Barbour

Stacey Dawn Davenport (SEAL)
Stacey Dawn Davenport,
unmarried

John Edgar Wallace, Jr. (SEAL)
John Edgar Wallace, Jr.,
unmarried

Curtis Holiday (SEAL)
Curtis Holiday, widower

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COMMONWEALTH OF VIRGINIA
COUNTY OF CAMPBELL

This the 31st day of July, 1995,
personally came before me, Shelly L. Walker, Notary
Public for said County and State, Joseph D. Maillet, who, being by
me duly sworn, says that he is President of Pelican & Associates,
Inc., a corporation, a General Partner of Cedar Creek Partners, a
Virginia General Partnership, and that the seal affixed to the
foregoing instrument in writing is the corporate seal of said
company, and that said writing was signed and sealed by him in
behalf of said corporation by its authority duly given. And the
said Joseph D. Maillet acknowledged the said writing to be the act
and deed of said corporation.



Witness my hand and official seal this the 31st day of
July, 1995.

Shelly L. Walker
Notary Public

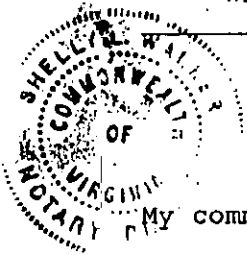
My commission expires:
December 31, 1995

COMMONWEALTH OF VIRGINIA
COUNTY OF CAMPBELL

This the 31st day of July, 1995,
personally came before me, Shelly L. Walker, Notary
Public for said County and State, Charles M. Bullock, who, being by
me duly sworn, says that he is President of Lagniappe Enterprises,
Inc., a corporation, a General Partner of Cedar Creek Partners, a
Virginia General Partnership, and that the seal affixed to the
foregoing instrument in writing is the corporate seal of said
company, and that said writing was signed and sealed by him in
behalf of said corporation by its authority duly given. And the
said Charles M. Bullock acknowledged the said writing to be the act
and deed of said corporation.

BOOK 674 PAGE 124

Witness my hand and official seal this the 31st day of
July, 1995.



Notary Public

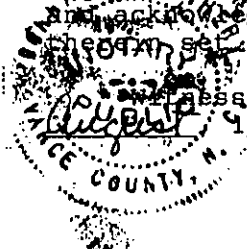
[Signature]

My commission expires:

December 31, 1995

|| NORTH CAROLINA
GRANVILLE COUNTY

I, DONNA P. Neathery, a Notary Public of the VANCE county and state aforesaid, do hereby certify that on this day personally appeared before me, Pattie Taylor Arroyo, Divorced, a signer and sealer of the foregoing and hereto annexed instrument and acknowledged the due execution of the same for the purposes therein set forth.



Witness my hand and notarial seal, this the 14th day of
August, 1995.

Donna P. Neathery
Notary Public

My Commission expires:

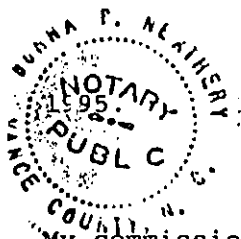
11-23-96

NORTH CAROLINA
GRANVILLE COUNTY

I, DONNA P. Neathery, a Notary Public of the VANCE county and state aforesaid, do hereby certify that on this day personally appeared before me, Steven Wayne Barbour and wife, Lisa Cash Barbour, two of the signers and sealers of the foregoing and hereto annexed instrument and acknowledged the due execution of the same for the purposes therein set forth.

Witness my hand and notarial seal, this the 14th day of August,

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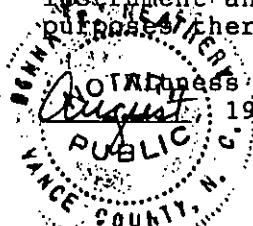


Donna P. Neathery
Notary Public

My commission expires:
11-23-96

NORTH CAROLINA
GRANVILLE COUNTY

I, Donna P. Neathery, a Notary Public of the VANCE county and state aforesaid, do hereby certify that on this day personally appeared before me, Stacey Dawn Davenport, unmarried, a signer and sealer of the foregoing and hereto annexed instrument and acknowledged the due execution of the same for the purposes herein set forth.



Witness my hand and notarial seal, this the 14th day of August, 1995.

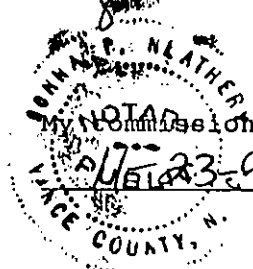
Donna P. Neathery
Notary Public

My commission expires:
11-23-96

NORTH CAROLINA
GRANVILLE COUNTY

I, Donna P. Neathery, a Notary Public of the county and state aforesaid, do hereby certify that on this day personally appeared before me, John Edgar Wallace, Jr., unmarried, a signer and sealer of the foregoing and hereto annexed instrument and acknowledged the due execution of the same for the purposes therein set forth.

Witness my hand and notarial seal, this the 14th day of August, 1995.



Donna P. Neathery
Notary Public

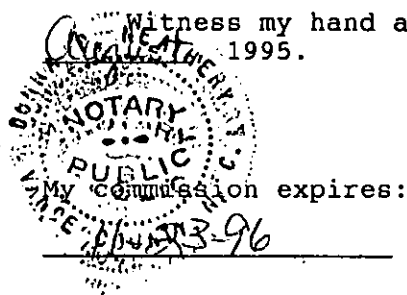
My commission expires:
11-23-96

BOOK 674 PAGE 126

NORTH CAROLINA
GRANVILLE COUNTY

I, DONNA P. Neathery, a Notary Public of the Vance county and state aforesaid, do hereby certify that on this day personally appeared before me, Curtis Holiday, widower, a signer and sealer of the foregoing and hereto annexed instrument and acknowledged the due execution of the same for the purposes therein set forth.

Witness my hand and notarial seal, this the 2nd day of August, 1995.

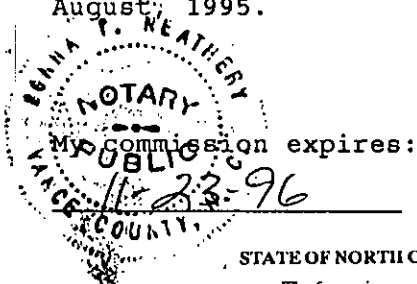


Donna P. Neathery
Notary Public

NORTH CAROLINA
GRANVILLE COUNTY

I, DONNA P. Neathery, a Notary Public of the Vance county and state aforesaid, do hereby certify that on this day personally appeared before me, Philip Todd Sykes, Divorced, and Melissa Page Horton, two of the signers and sealers of the foregoing and hereto annexed instrument and acknowledged the due execution of the same for the purposes therein set forth.

Witness my hand and notarial seal, this the 7th day of August, 1995.



Donna P. Neathery
Notary Public

STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate(s) of Shelly L. Walker, a Notary Public of Commonwealth of Virginia, & Donna P. Neathery, a Notary Public of Vance County, N.C. (are) certified to be correct.

This instrument was presented for registration this day and hour and duly recorded in the office of the Registrar of Deeds of Granville County, N. C., in Book 674, Page 119.

This 14th day of August, A.D., 19 95 at 10:35 o'clock A. M.

Recorded and verified: Shelly E. Ford By Donna C. Looch
Register of Deeds Asst/Deputy Register of Deeds

\$22.00 Rec. Fees \$ _____ Stamps _____

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