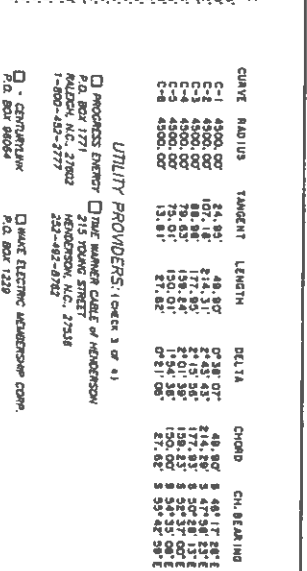


Y-976



Robert E. Connor, P.L.S. 6-3901

966-1

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BOOK 01373
PAGE 0073 THRU 0075
INSTRUMENT # 01096
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EXCISE TAX (None)

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CASSANDRA D. NEAL
REGISTER
OF DEEDS
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Declaration of Restrictive Covenants For Whitman Way

THIS DECLARATION is made this 30th day of MARCH, 2020, by Daniel W. Guin and wife, Faye C. Guin (hereinafter referred to in the singular as "The Developer").

WHEREAS, The Developer is the owner of that certain real property located in Townsville Township, Vance County, North Carolina, known as Whitman Way (The Development), which is described in Plat Book Y, page 976, AND

WHEREAS, The Developer intends to sell and convey the lots and parcels within The Development and, before doing so, desires to impose upon them mutual and beneficial restrictions and covenants for the benefit of all lots in the development and for the benefit of The Developer and future Owners thereof.

NOW, THEREFORE, The Developer declares that all lots in The Development shall be improved and maintained subject to the provisions of this Declaration, all of which are declared by The Developer and agreed by The Developer's successors in title to be in furtherance of a plan of development established for the purpose of enhancing and protecting the value, desirability, and attractiveness thereof.

The effective date of the restrictive covenants contained herein is the date and time of recording of this document, after which these covenants shall run with the land unless modified or released by The Developer. As long as The Developer owns any of the lots in The Development, The Developer shall have the full right to amend a covenant if such amendment has been deemed (in The Developer's sole opinion) to warrant a change. Thereafter, the covenants may be amended by approval of 80% of the then-current owners in title.

THEREFORE, The Developer of Whitman Way, for the purpose of creating and maintaining a quiet, restful and desirable development and for the protection of owners who build or buy homes in The Development, does hereby covenant to and with the present and future owners of said lots as follows:

1. Only single-family residential dwellings are allowed. No dwelling shall be located, built, or maintained on the lot until the plans, specifications (including exterior colors), site location, and well and septic locations for said dwelling have been approved in writing by The Developer or its duly appointed agents. Each such dwelling shall be completed within a twelve-month period from the time the foundation is laid. The residence must have brick skirting or brick foundation. Color of brick must be approved by The Developer.

2. No residence shall be erected on the lot which has an interior living floor space less than 1000 square feet, excluding porches.
3. Only one residence shall be erected on an individual lot, and no lot shall be subdivided without the written consent of The Developer, or its successors, or duly appointed agents.
4. All detached out buildings, fencing, or other structures shall be erected or maintained on the lot only with the express written authorization of The Developer, its successors, or duly appointed agents.
5. No cattle or swine or other large animals shall be permitted on any lot.
6. Domesticated household pets (cats and dogs) shall be allowed. The number of dogs and/or cats shall be limited to three per household. Any other animal other than cats and dogs will only be permitted with The Developer's approval. No animal of any type shall be kept or maintained for the purpose of breeding, and no kennels are allowed.
7. The lot shall be kept free of junk vehicles and debris, and no inoperable or unlicensed vehicles shall remain on the property for more than 30 days.
8. All utilities shall to be run underground from the poles along the roadway of Plum Nutty Road.
9. No hunting (or trapping) shall be permitted on any lot.
10. All improvements (residences and appurtenant structures) are subject to the then-current setbacks imposed by county zoning.
11. Each lot shall be used for residential purposes only and no business shall operate on any lot, except normal and customary in-home businesses that have no exterior advertising.
12. No lot shall be used as an access or easement to any adjacent land either temporarily or permanently without the expressed written permission of The Developer, its successors, or duly appointed agents.
13. Easements for utilities and drainage are reserved for ten (10) feet along all front, side and rear property lines, and the right is reserved for the Developer, its successors and assigned to establish and grant additional easements along any road way for the purpose of furnishing utilities in and through The Development.
14. No human burial sites are allowed on any lot.

15. **ENFORCEMENT:** the enforcement of these covenants may be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Failure to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same.
16. **SEVERABILITY:** The invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other covenants, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, The Developer of said Whitman Way does hereby confirm the above by signatures this 30th day of MARCH, 2020.

Daniel W. Guin

Daniel W. Guin

Faye C. Guin

Faye C. Guin

STATE OF NORTH CAROLINA

COUNTY OF VANCE

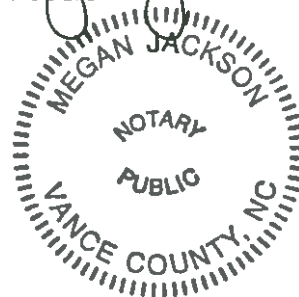
I, a Notary Public of the county and state aforesaid, hereby certify that Daniel W. Guin and Faye C. Guin personally appeared before me this day and acknowledged and signed the foregoing instrument.

WITNESS my hand and official stamp or seal this 30th day of March, 2020.

Megan Jackson

NOTARY PUBLIC

My commission expires: August 9th, 2020





FRED D. SMITH SOIL CONSULTING

July 2, 2018

Daniel Guin
Guin Construction
2593 Poplar Creek Rd
Henderson, NC 27537

Subject: Subdivision Design and Report
Plum Nutty Rd
Vance County

Dear Mr. Guin,

This letter concerns the tract of land on Plum Nutty Rd that you asked me to provide a soil evaluation for suitability (previous report 12/15/2017) and a subdivision report that shows septic drainfield locations and proposed well locations on each lot.

My previous work on the tract showed that each lot has suitable soils for conventional septic system designs.

You indicated to me that if the soils are suitable for conventional septic systems, you want me to show house, septic, and well locations on each lot.

The attached drawing shows the proposed well and drainfield locations on each lot at the subdivision. These are only a proposed location and may be changed by the health department when they perform their detailed evaluation for permitting on each lot. They may find topographic considerations that modify the position of the drainfield or find small areas that might have been damaged by clearing that they wish to avoid.

I propose installing wells along the road frontage to each lot because these locations are generally upslope of the drainfield locations. The proposed drainfield locations are generally along the rear of each lot and will probably be at a lower elevation than the house. Therefore each lot should be able to have a gravity flow septic system and not need a pump.

The well locations would, therefore be at least 100 feet from any drainfield and upgradient from those locations.

House locations will be in the central areas of each lot between well and drainfields.

In my previous work, I did not find any unsuitable soils on any lot. However, when the lot is cleared of vegetation, use care that soils are not disturbed. If you dig stumps or grade too deep, then a soil may be rendered to shallow for conventional designs.

Please contact me if you have questions about this preliminary soil report.

Cordially,

Fred D. Smith
Licensed Soil Scientist



Office/Mobile (252) 908-4369
Post Office Box 1175 – Nashville, North Carolina 27856