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WAYNE COUNTY, NC
CONSTANCE B. CORAM REGISTER OF DEEDS

BK 3926 PG 813-818

6 pgs
\$26.00

NORTH CAROLINA
WAYNE COUNTY

RESTRICTIVE COVENANTS FOR NORTHWYCK
SECTION FIVE
RECORDED IN THE WAYNE COUNTY
REGISTRY IN PLAT CABINET P, SLIDE 117-C

WITNESSETH:

WEMI FARMS, LLC, being the owner of all lots of Northwyck Section Five, as shown on those plats recorded in Plat Cabinet P, Slide 117-C (Deed Book N/A, Page N/A), Wayne County Registry, has established a general plan for the improvement and development of said premises and do hereby establish the covenants, conditions, reservations, restrictions, and easements upon which, and subject to which, all lots and portions of such lots shall be improved or sold and conveyed. These covenants, conditions, reservations, restrictions and easements are hereinafter set out and shall run with the land and shall bind and inure to the benefit of the purchasers, their heirs, personal representatives, successors and assigns. The covenants, conditions, reservations, restrictions, and easements are as follows:

1. **LAND USE AND BUILDING TYPE:** Said lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for no more than three cars and customary outbuildings. No trailer, mobile home or other similar type dwelling shall be permitted or maintained on any lot for use as a residence or any other purpose. No commercial activity may be conducted upon any lot, except a professional person may use a part of the home for an office.

2. **DWELLING QUALITY AND SIZE:** Neither cinderblock or asbestos shingle siding structures, nor mobile homes, or modular type homes shall be erected or permitted on any lot located in this subdivision. The heated square footage of the main structure of any dwelling located on these lots, exclusive of open porches and garages, shall not be less than 1,400 square feet. Architectural design, building plans,

Return: Jason Blackburn

and site plan must be approved by the Architectural Committee before beginning construction.

3. **ARCHITECTURAL COMMITTEE:** The Developer shall be the only member of the Architectural Committee until such time as Section Five of Northwyck is fully developed. Upon closing on the last lot sold to a consumer, W. Hillman Ray, Jr., shall become the only member of the Architectural Committee until January 1, 2026 or until his death, whichever first occurs, then such committee shall be elected by a majority of the lot owners. The Architectural Committee is tasked with reviewing all plans and specifications for dwellings and outbuildings as well as all other improvements to lots, including driveways and mailboxes. It is also tasked with all other duties set forth herein. Approval or denial of proposed plans and specifications is completely within the discretion of the committee using a reasonableness standard by taking into account the character and quality of the neighborhood.

4. **NATIVE GROWTH:** The native growth of such premises shall not be permitted to be destroyed or removed except as approved in writing by the Architectural Committee designated herein. In the event such growth is removed, except as stated above, the lot owner shall within a reasonable time replant or replace the same, the cost thereof to be borne by the lot owner. Approval is not necessary for the initial strip clearing of the homesite, including a distance of twenty feet from the outside walls of the house.

5. **BUILDING LOCATIONS SHALL BE AS FOLLOWS:**

a) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plats. Provided, however, the Declarant may waive any minor violation of said set back requirements. A minor violation is defined as any encroachment which does not exceed ten percent (10%) of the minimum set back required.

b) For the purposes of these covenants, eaves, steps, carports and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or any easement shown on the subdivision map.

c) Customary outbuildings must be placed in the rear of the lot.

d) Driveway construction and location must be approved by the Architectural Committee. Driveway components, including quality of piping and size, shall be in conformity with North Carolina Department of Transportation standards.

6. **LOT AREA AND WIDTH:** No lot shall be subdivided unless it is for the purpose of enlarging the lots of adjoining lot owners where a vacant lot lies between them.

7. **FENCE:** Fences, walls, or barricades in the rear of the lot shall be six feet in height or lower. For purposes of these covenants, the rear yard of any lot shall begin at a point parallel with the center of the dwelling located on the lot and extend to the rear property line of the lot. Fences in the front of the lot are strictly prohibited. For purposes of these covenants, the front yard of any lot shall begin at a point parallel with the center of the dwelling on the lot and extend to the front property line of the lot. The location and construction of any fence must receive approval from the Architectural Committee.

8. **SATELLITE DISHES:** Satellite dishes over 36" in diameter shall not be allowed. The Architectural Committee must approve all satellite dishes and their location upon a structure.

9. **POOLS:** The location and construction of any pool must receive approval from the Architectural Committee.

10. **NUISANCE:** No noxious or offensive activity shall be carried on upon a lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No wrecked, junked or unusable, unlicensed vehicles are allowed to remain upon a lot.

11. **APPEARANCE:** All lots are to be maintained, free from undergrowth, dead trees, trash and rubbish. Grass shall not exceed a length of 6" in height upon any lot at any time. In the event that an owner does not properly maintain his/her lot as provided herein, then any other owner or owners or the Architectural Committee, at their option, may have the lot cleaned or mowed to their satisfaction, and the costs thus incurred shall be the responsibility of the owner of the lot where services were rendered. Prior to clean up services being rendered to a lot, the owner must be given 7-day written notice by regular first class mail addressed to the owner at the property address or the actual mailing address of the owner, if known to the party seeking to have clean-up services rendered. Enforcement of the cost of clean-up shall be in a court of competent jurisdiction.

12. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

13. **SIGNS:** No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, and one sign of not

more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

14. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that cats, dogs or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and provided further, no pens for animals shall be allowed on any lot within the subdivision. A small doghouse is permissible if located with concern for adjoining property owners.

15. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the disposal of such material shall be kept in a clean and sanitary condition. All trash containers shall be concealed by fence or shrubbery.

16. **WATER SUPPLY:** No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Wayne County Health Department. Approval of such system as installed shall be obtained from such authority.

17. **SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Wayne County Health Department. Approval of such system as installed shall be obtained from such authority. All nitrification runoff loads for the lots are based on a three bedroom single family residential house. Contractors and successor owners are responsible for any additional nitrification runoff loads.

18. **UNDERGROUND UTILITIES:** All electrical service, telephone lines and other utility lines shall be placed underground unless this restriction is waived by the Architectural Committee. The Owner, through itself or by and through the Architectural Committee or other authorized representative, reserves the right to subject the property in the subdivision to a contract with a utility company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment by the owner of each lot. The Owner reserves unto itself, its successors and assigns, all easements which it may at any time in the future grant to others over, beneath and across the lots and streets of the subdivision for the purposes of rights of way for gas lines, water lines, sewer pipes, telephones and/or electric lines, wires, cables and all equipment necessary for installation, use and maintenance of such utilities.

19. **PARKING:** Vehicle parking is limited to driveways, concrete pads, or garages. Residents must keep the public road right-of-way unobstructed at all times. Parking of boats, trailers, campers and other recreational vehicles shall be in garages or the rear of the lots. No tractors, tractor-trailers, semi-trucks or other heavy-duty equipment may be kept within the subdivision, except during the development period.

20. **ROAD MAINTENANCE:** WEMI Farms, LLC and W. Hillman Ray, Jr., jointly and severally, agree to maintain and repair all streets, roads, and cul-de-sacs in Section Five of Northwyck. This obligation to repair and maintain the street in this subdivision upon the parties above shall extend until such time as the North Carolina Department of Transportation shall assume responsibility for the repair and maintenance of said streets.

21. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.

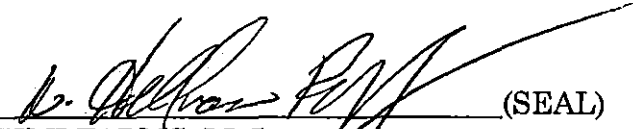
22. **ENFORCEMENT:** Enforcement shall be by proceeding at law or in equity by any lot owner or the Architectural Committee against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Injunctive relief shall be available. A successful action to enforce these covenants shall entitle the prevailing party to an award of costs and a reasonable attorney's fee.

23. **SEVERABILITY:** Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

24. **APPLICABILITY:** These covenants will apply only to developed lots and does not apply to any undeveloped land shown on the plat referenced in the introductory paragraph above.

25. **WILDLIFE REFUGE:** Section Five of Northwyck shall be declared a wildlife refuge. No hunting shall be allowed on any property within the subdivision.

IN WITNESS WHEREOF, the makers have hereunto caused this instrument to be executed this the 11th day of September, 2024.

 (SEAL)
WEMI FARMS, LLC
by its attorney-in-fact, W. HILLMAN RAY, JR.

STATE OF NORTH CAROLINA
COUNTY OF WAYNE

I, Tonya Taylor, a Notary Public in and for said State and County, do hereby certify that W. HILLMAN RAY, JR., attorney-in-fact for WEMI FARMS, LLC, personally appeared before me this day and being by me duly sworn says that he executed the foregoing and annexed instrument for and on behalf of the said WEMI FARMS, LLC, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed and recorded in the Office of Register of Deeds for Wayne County in Book 3728, Page 298, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney.

I do further certify that the said W. HILLMAN RAY, JR., attorney-in-fact, acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said WEMI FARMS, LLC.

Witness my hand and Notarial Seal, this the 11th day of September, 2024.

Tonya Taylor
Notary Public

Tonya Taylor
Printed Name of Notary Public
My Commission Expires: 3/1/2026

