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WAYNE COUNTY, NC  
CONSTANCE B. CORAM REGISTER OF DEEDS:

16-30.00

BK **3779** PG **702-717**

NORTH CAROLINA

**RESTRICTIVE AND PROTECTIVE COVENANTS**

**WALNUT CREEK ESTATES**

WAYNE COUNTY

**AREA A, SECTION SEVEN, PHASE FIVE**

KNOW ALL MEN BY THESE PRESENTS:

**J. RAY INVESTMENT, L.L.C.** is the owner of that certain real property as shown on a map entitled, "Final Map of: **WALNUT CREEK ESTATES, AREA A, SECTION SEVEN, PHASE FIVE**, New Hope Township, Wayne County, N.C.," which map is recorded in **PLAT CABINET P, SLIDE 72-I** of the Wayne County Registry, and being part of the land described in the Deed recorded in Book 1530, Page 589 of the Wayne County Registry. J. Ray Investment, L.L.C. has established a general plan for the improvement and development of said property and does hereby establish the following 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. The 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, until January 1, 2053, after which time said covenants shall be automatically extended for successive periods of ten

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**RETURN**

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(10) years unless a majority of the then owners of the lots shall sign and record an agreement to change said covenants in whole or in part. The covenants, conditions, reservations, restrictions and easements are as follows:

1. All lots shall be developed solely for single family residential purposes. No lot shall be used for business, manufacturing or commercial purposes. No building or structure intended for or adapted to business purposes, apartment houses, duplexes, lodging houses, rooming houses, hospitals, churches, and doctor's or other professional service offices shall be erected, placed, permitted, or maintained on any lot or portion thereof. No improvement or structure whatsoever, other than a first class private dwelling house, patio walls, in-ground swimming pool, and family recreational structures shall be erected, placed or maintained on any lot or portion thereof. No building or structure with exposed concrete block walls shall be erected, placed or maintained on any lot or portion thereof. The exterior of all dwellings or structures shall be constructed of brick, stone, vinyl or fiber cement and subject to APPROVAL of Architectural Committee. No dwelling shall have a canvas, vinyl, aluminum or other type of awning on its front or side; awnings shall only be allowed on the rear of a dwelling. No dwelling shall have a metal or tin roof.

2. The minimum space requirements for residential dwellings to be constructed on each lot, exclusive of garages, carports, porches, attics and basements, shall be 2,500 heated square feet for a one (1) story residential dwelling and 3,000 heated square feet for a two (2) story residential dwelling, provided that for a two (2) story residential dwelling the ground floor must have at least 2,000 heated square feet (not counting the square footage of the garage). No

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dwelling shall exceed two and one-half (2½) stories in height. If a dwelling is constructed upon a concrete slab floor, then the front foundation elevation of that dwelling shall have a minimum of twenty-four (24) inches of exposed brick foundation after final landscaping grade is achieved, in order to maintain the aesthetic appearance of the exterior of such dwelling in conformity with the other dwellings in Walnut Creek Estates, Area A, Section Seven, Phase Five. No dwelling shall have a private garage or carport for more than three (3) vehicles. All garages or carports shall be attached to the main dwelling house. No garage or carport may be attached to the main dwelling house by an archway or detached from the main dwelling house. No detached outbuildings or sheds shall be allowed on any lot.

3. No building shall be erected or allowed to remain on any lot without conforming to the minimum setback requirements of the zoning ordinances and subdivision ordinances of the Village of Walnut Creek and as shown on the recorded plat of Walnut Creek Estates, Area A, Section Seven, Phase Five, said plat being incorporated herein by reference and made a part of these Restrictive Covenants. Each dwelling must face the street or highway upon which the lot is located.

4. Except as otherwise approved by the Architectural Committee, no lot shall be subdivided into a parcel or parcels unless it shall be for the sole purpose of enlarging two (2) or more adjoining lots where a single vacant lot lies between them, provided that the property owner of each such adjoining lot shall have a new boundary survey of the adjoining lot and the additional parcel made combining them into one larger lot and recorded in the Wayne County Registry. Two (2) adjoining lots may be combined into one (1) larger lot, provided that the

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property owner shall have a boundary survey of the two lots made combining them into one larger lot and recorded in the Wayne County Registry. In the event that two (2) adjoining lots are combined into one larger lot, they may later be subdivided back into the two (2) original adjoining lots provided that each such lot shall then comply with all terms and provisions of these Restrictive Covenants. Also, no lot shall be subdivided unless approval is granted by the Zoning Enforcement Officer of the Village of Walnut Creek. Following such a request, the Zoning Enforcement Officer must act within thirty (30) days or the request shall automatically be deemed granted.

5. No fence, wall, barricade, solid row shrubbery or tree planting, or other view-retarding structure of any type shall be erected or allowed to remain on any lot which does not conform to the following requirements: (i) no such structure shall be allowed between the street or front of any lot and the rear of the dwelling located upon such lot, unless approved by the Architectural Committee and does not exceed three and one-half (3 ½) feet in height; (ii) no such structure shall be allowed between the rear of the dwelling located upon such lot and the rear property line unless it does not exceed four (4) feet in height; (iii) chain link fences and fences made of any type of wire material are specifically prohibited between the street or front of any lot and the rear of the dwelling located upon such lot; (iv) no such structure shall be allowed within the street right-of-way; (v) no wood fences are allowed; (vi) no privacy fences are allowed, except for screening an in-ground swimming pool, and all privacy fences must be approved by the Architectural Committee; and (vii) all such structures shall be maintained in an esthetically pleasing and good condition.

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6. No trailer, mobile home, modular home, home otherwise manufactured off the premises, basement (unless basement is a part of the dwelling house erected at the same time), tent, or shack shall be erected or placed on any lot. House trailers are specifically prohibited, including the storage of such trailers.

7. All business vehicles, trucks, boats, jet skis, trailers, contractor's equipment, and all-terrain vehicles shall be parked and stored behind the dwelling situated on any lot and more than ten (10) feet off the side and rear property lines or behind the fence on any lot, and they shall not be visible from the street. No motor homes, recreational vehicles (RVs) or campers shall be parked upon any lot. No all-terrain vehicles, including but not limited to three-wheelers, four-wheelers, off-road motorcycles and go-carts, shall be driven upon any lot. No cars, trucks, vehicles, boats or trailers may be parked upon any road or street or any public right-of-way.

8. No animals or poultry of any kind, other than three (3) ordinary house pets, shall be kept or maintained on any lot. No stables for horses, ponies, or other livestock shall be permitted on any lot. No pens for dogs shall be permitted on any lot, except that a small dog house and a commercially constructed kennel of black vinyl chain link material whose enclosed area shall not exceed 504 square feet and which is placed on a sufficient concrete pad and which is no closer than twenty (20) feet from any side lot line and no closer than ten (10) feet from the rear property line; and both the house and the kennel must be approved by the Architectural Committee named herein.

9. No fountains or ponds shall be allowed between the street or front of any lot and the front of the dwelling situated on such lot. No recreational play equipment, such as swing sets

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and soccer goals, shall be allowed between the street or front of any lot and the front of the dwelling situated on such lot. No permanent flag poles and no statutes shall be allowed between the street or front of any lot and the front of the dwelling situated on such lot. No gated driveways shall be allowed on any lot. No stone, brick or wooden driveway entrances shall be allowed on any lot. No non-indigenous plants or trees shall be allowed upon any lot.

10. All utility lines required to serve residences shall be placed underground. Accordingly, J. Ray Investment, L.L.C. hereby reserves unto itself, its successors and assigns, an easement, or right of way, which it may at any time in the future grant to others, over, beneath and across the lots and streets (but only within 15 feet of the street or lot line) of the development, for gas, water, sanitary sewer, telephone, cable television, electric and drainage lines, pipes, wires, cables and all equipment necessary for the installation, use and maintenance of such utilities and services.

11. J. Ray Investment, L.L.C. reserves the right to subject the said real property to a contract with Duke Energy Progress, LLC for the installation of underground electric cables and/or the installation of street lights, either or both of which may require an initial contribution and/or a continuing monthly payment to Duke Energy Progress, LLC by the owner of each lot. No buildings, fences, trees, shrubs, or other obstructions shall be placed within five (5) feet of the center line of Duke Energy Progress, LLC's underground electric line, said center line to be located three (3) feet from the outside of the rights of way of street and roads as set forth in the recorded plat referred to above.

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12. No sign or billboard of any kind shall be erected or allowed to remain on any lot other than a "For Sale" sign which shall not exceed six (6) feet square, and any such sale sign shall always be done professionally in keeping with the surroundings.

13. The disposal of sewage and all waste matter, including garbage, trash, rubbish, etc., generated upon any and all lots shall at all times be done in compliance with regulations of the North Carolina State Board of Health, the Wayne County Board of Health, and the Village of Walnut Creek and any other governmental authority which may have jurisdiction over such disposal matters. No sewage or rubbish shall be placed or permitted to drain into any lake, stream or other body of water. All containers used for garbage, trash, rubbish, etc. shall be concealed from the view of neighboring lots, roads, or streets with plantings or wall structure. Only good and satisfactory containers which are proper and appropriate for street-side pickup shall be used for waste matter, including garbage, trash, rubbish, etc.

14. Any and all tanks for use in connection with any residential dwelling constructed on any lot, including tanks for the storage of fuels, shall be buried underground between the rear of the dwelling located upon such lot and the rear property line.

15. If cluster mailboxes are required to serve the said real property, it will be the homeowner's responsibility to replace any lost keys or if necessary replace the entire locking system at the homeowner's expense. It will be the homeowner's responsibility to furnish the necessary keys to new homeowners in the event of the sale of their house and lot. The United States Postal Service and the developer, J. Ray Investment, L.L.C., will not be responsible for the upkeep or repair of any of the cluster units or individual mailbox slots. The United States

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Postal Service and the developer, J. Ray Investment, L.L.C., shall not be responsible for replacing or repairing any damaged or destroyed cluster unit. It shall be the responsibility of the homeowner using a particular unit to make necessary repairs or to replace the unit at the homeowner's expense.

16. No satellite receiving dish or equipment exceeding twenty-four (24) inches in diameter shall be erected or placed on any dwelling or lot for the purpose of receiving or transmitting television or radio signals, provided same shall be installed only on the rear of the dwelling.

17. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye. This shall apply to vehicles that are not in a usable condition, including, but not be limited to, automobiles, boats, trucks and trailers that are in an unusable condition or do not have a current license plate. Nor shall any substance, object, plantings, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that may disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. Owners of vacant lots shall be required to keep said lots clean and mowed and free of undesirable undergrowth which might be objectionable to adjoining lot owners or the neighborhood in general. The use of firearms, including but not limited to BB and pellet guns, is prohibited upon any and all lots.

18. No individual drinking water supply system shall be permitted, installed or maintained on any lot. An individual irrigation water supply system may be permitted, installed

or maintained on a lot provided that it is located, constructed, equipped and maintained in accordance with the requirements, standards, and approval of the Wayne County Health Department, Village of Walnut Creek, and any other governmental authority which may have jurisdiction over such matters. No irrigation well shall be constructed or maintained between the street or front of any lot and the rear of the dwelling located thereon.

19. In order to maintain architectural beauty in the development and to guard against the erection of poor or unsuitably designed or proportioned structures, no building shall be erected, installed or allowed to remain on any lot, nor shall any additions, improvements or alterations of any building be made, until the plans and specifications have been approved by the Zoning Enforcement Officer of the Village of Walnut Creek. Any person (lot owner or his builder) proposing to build a residence upon a lot, or make additions or other improvements to a residence or lot, shall submit to the Zoning Enforcement Officer for approval, a plat which shows the proposed location of the building or improvements on the lot, and the preliminary plans and specifications for the residence or improvements proposed to be constructed on the lot. The Zoning Enforcement Officer shall approve the final plans before the building permit is obtained or construction commenced. If the Zoning Enforcement Officer shall fail to act on the approval of the plans and specifications within thirty (30) days after they are submitted, the plans and specifications shall be considered approved, provided they do not violate any other restrictions contained in these Restrictive Covenants.

20. In order to maintain architectural beauty in the development and to guard against the erection of poor or unsuitably designed or proportioned structures, no building or

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landscaping shall be erected, installed or allowed to remain on any lot, nor shall any additions, improvements or alterations of any building or landscaping be made (including the construction of accessory buildings, screenings, fences, plantings, mailboxes, or any other thing that affects the aesthetics of the community) until the plans and specifications have been approved by an architectural committee as hereinafter provided:

(a) The Architectural Committee shall be composed of two (2) persons appointed by the developer, J. Ray Investment, L.L.C. or its successors and assigns. The initial Architectural Committee shall consist of Jerald D. Ray and Melanie Ray Daniels. Should an Architectural Committee member die, resign or become unable to serve, then in either of such events, his or her replacement will be appointed by the developer, J. Ray Investment, L.L.C. or its successors and assigns.

(b) Any person (lot owner or his builder) proposing to build a residence upon or landscape a lot, or make additions or other improvements to a residence or lot, shall submit to the Architectural Committee for its approval, a plat which shows the proposed location of the building or improvements or landscaping on the lot, and the preliminary plans and specifications for the residence or improvements or landscaping proposed to be constructed on the lot, prior to the commencement of construction. Said plans shall include shingle designs, which shall be dimensional in nature, including shingle color, and the colors of the exterior of the residence or improvement. The Architectural

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Committee may require such person to submit additional information to it which will enable it to preliminarily determine the suitability of the plot plans and the compatibility of the preliminary plans to the neighborhood. The approval of the Architectural Committee shall relate to (i) the quality and types of material, (ii) harmony of exterior design and finish with existing or proposed structures, (iii) general aesthetic considerations, and (iv) location, topography and finish grade elevation.

(c) Once the Architectural Committee has given its preliminary approval, the owner or his proposed builder shall complete and finalize the plans and specifications. Before obtaining a building permit or commencing construction, the owner or builder shall submit to the Architectural Committee the final working drawings and specifications. The Architectural Committee shall approve, in writing, the same if it determines the final plans to be in substantial compliance with these Restrictive and Protective Covenants and the preliminary plans previously approved.

(d) Should the Architectural Committee fail to act within sixty (60) days after the final plans and specifications are submitted, such plans and specifications shall be deemed to have been approved unless they otherwise fail to comply with these Restrictive and Protective Covenants.

(e) Once the approval of the Architectural Committee is given, construction shall be completed within two (2) years after the date of approval.

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The completion and occupancy of a dwelling house without prior commencement of legal action by other lot owners or the Architectural Committee shall be conclusive proof that the plans of the dwelling house have been approved, and no person may thereafter complain of lack of compliance of the initial construction of the dwelling house with this section.

21. The installation of all driveways from any public street onto any of the lots shall be completed according to the specifications established by the North Carolina Department of Transportation and the Village of Walnut Creek. Before installing a driveway, drainage ditch or drainage tile, the lot owner shall contact the North Carolina Department of Transportation and the Village of Walnut Creek to obtain all specifications and requirements for the installation of said driveway, drainage ditch or drainage tile as established by the North Carolina Department of Transportation and the Village of Walnut Creek and shall complete the installation under their supervision and in accordance with any permit, specifications and/or requirements issued by the North Carolina Department of Transportation and/or Village of Walnut Creek. All driveways installed or maintained upon any lot must be paved with asphalt, concrete or brick pavers which are a minimum of two (2) inches thick and applied to a base adequate to support same.

22. If a house constructed upon any lot should be damaged by fire, storm or other hazard, the lot owner must repair, rebuild, or remodel the house to the same style, quality of construction and size as the original house, and the construction plans must be approved by the Zoning Enforcement Officer of Village of Walnut Creek and the Architectural Committee.

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Work on the damaged or destroyed house must begin within ninety (90) from the date on which the damage occurs and must be pursued diligently until completion.

23. Following the purchase of a vacant lot, the lot owner shall commence construction of a residential dwelling upon said lot in accordance with the terms and conditions of these Restrictive Covenants within 365 days (1 year) next following the date of purchase of said vacant lot and shall diligently pursue completion of said residential dwelling. This requirement shall not apply to any lot that is subdivided pursuant to the provisions of paragraph 4 above for the sole purpose of enlarging two (2) or more adjoining lots where a single vacant lot lies between them and residential dwellings have been constructed on those adjoining lots. Also, this requirement shall not apply to any lot that is combined with an adjoining lot into one new, larger lot pursuant to the provisions of paragraph 4 above when a residential dwelling has been constructed on the adjoining lot; provided that if that larger lot is later subdivided into the two original lots, this requirement to begin construction of a residential dwelling within one year shall then apply. Also, this requirement to begin construction within one year shall not apply to any lot which is purchased by the owner of an adjoining lot upon which a residential dwelling has been constructed, for such period of time as the same owner(s) shall own both lots.

24. No lot or lots or parts thereof shall be used as a right-of-way providing ingress or egress over, across and into the corporate limits of the Village of Walnut Creek from property outside and adjoining the corporate limited of the Village of Walnut Creek without the written consent of the Village Council of the Village of Walnut Creek.

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25. Any person or entity who purchases a lot directly from the developer, J. Ray Investment, L.L.C. or its successor or assign shall have sixty (60) days from the date of purchase of such lot in which to file with J. Ray Investment, L.L.C. or its successors and assigns written notice of any physical defect in the lot purchased. If not notified in writing within sixty (60) days from the date of purchase by such purchaser, then and in such event, the developer, J. Ray Investment, L.L.C. and its successors and assigns shall have no liability or responsibility to such purchaser for the correction of said physical defects or for any claims or damages resulting therefrom. In no event shall J. Ray Investment, L.L.C. or its successors and assigns have any liability to any subsequent purchaser of a lot who does not purchase such lot directly from J. Ray Investment, L.L.C. or its successors and for the correction of any physical defects in a lot or for any claims or damages resulting therefrom.

26. In the event that any lot within the subdivision shall contain any wetlands protected by applicable Federal, State or Municipal laws and/or regulations, the owner of such lot shall comply with such laws and/or regulations. No structure shall be constructed within any portion of the flood zone upon any lot.

27. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. J. Ray Investment, L.L.C. hereto covenants, stipulates and agrees for itself and its successors and assigns, and on behalf of any and all persons, firms or corporations, who or which may hereafter acquire any lot or lots embraced within the development known as **WALNUT CREEK ESTATES, AREA A, SECTION SEVEN, PHASE FIVE**, New Hope

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Township, Wayne County, North Carolina, that any violation of the restrictions and limitations as to use thereof hereinbefore set forth shall entitle J. Ray Investment, L.L.C., and/or any person, firm or corporation who or which may then own any lot or lots in said development to bring such actions or proceedings at law or in equity as shall be necessary and appropriate to enforce compliance with the restrictions and limitations hereinabove set forth. The failure of J. Ray Investment, L.L.C. and/or any person or persons to take action to enforce these covenants shall not be deemed a waiver of any right to enforce these covenants in the future.

28. The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, J. Ray Investment, L.L.C. has caused these Restrictive and Protective Covenants to be duly executed, this the 3<sup>rd</sup> day of November, 2022.

**J. RAY INVESTMENT, L.L.C.**

By: Jerald D. Ray (SEAL)  
Jerald D. Ray, Manager

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

I, Elisabeth A. Alvarado, a Notary Public for Wayne County, North Carolina, do hereby certify that JERALD D. RAY personally came before me this day and acknowledged that he is Manager of J. RAY INVESTMENT, L.L.C., a North Carolina limited liability company, and that he as said Manager, being fully authorized to do so, executed the foregoing instrument on behalf of the said limited liability company.

Witness my hand and official seal, this the 8<sup>th</sup> day of November, 2022.

Elisabeth A. Alvarado  
Notary Public

My Commission Expires:

10/20/2026

