

(13)

NORTH CAROLINA  
CURRITUCK COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

I AUM & WOODHOUSE ENTERPRISES, INC., owner of the property situated in Poplar Branch Township, Currituck County, North Carolina, known as Walnut Island, hereby declares that the limitations and restrictions set forth herein shall be binding upon Sections A, B, C, D, E, F, I, and J as delineated on plats recorded in the Currituck County Registry at Plat Book 3, Pages 47A, 47B, 47C, and 47D.

If any person subsequently acquiring title to or possession of any lot or lots within said Subdivision, or his or her heirs or assigns, shall violate any of the restrictions hereinafter set out, it shall be lawful for any person owning real property situated in said Subdivision to institute legal proceedings against the person or persons violating any of said restrictions, and either to prevent him from so doing or recover damages for such violations or both. Invalidation of any of these covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

1. No building shall be erected or maintained on any lot other than a private residence, a private mobile home, or a camper; and a private garage must be completely for the sole use of the owner or occupant, and no business, trade or enterprise of any kind or nature whatsoever shall be conducted or carried on upon any lot or lots in said Subdivision, without first receiving written approval from the Board of Directors of Walnut Island Property Owners Association; nor shall any animals, birds, fowl or poultry, except common household pets, be kept at any time thereon.

2. Any garage or other addition erected or maintained must conform in appearance and construction to the residence on such lot. In addition, all construction of any structures must be completed within six months for the exterior and six months additional for the interior.

3. No part of said premises shall be used for commercial or manufacturing purposes without first receiving written approval from the Board of Directors of Walnut Island Property Association.

LESLIE WILKINSON, BANK  
REGISTERED & FILED  
REGISTERED TO THE  
RECORDS OF CURRITUCK COUNTY, N. C.



4. No residential building shall be erected on any lot having a ground floor area of less than 600 square feet, unless approved by the Board of Directors of Walnut Island Property Association.

5. No building, mobile home, or camper shall be erected or maintained on any lot closer than 25 feet from the front lot line, nor closer than 10 feet from back or side lot lines without the written consent of the Board of Directors of Walnut Island Property Association.

6. No outside toilet or privy shall be erected or maintained.

7. Building exteriors must be of brick, frame or block construction; any other materials must be approved by the Board of Directors of Walnut Island Property Association. Block exteriors must be painted with at least two coats of paint. No tin or metal roofs shall be used, without permission of the Board of Directors of Walnut Island Property Association.

8. No mobile home or camper built before 1964 shall be placed on the property without permission of the Board of Directors of Walnut Island Property Association.

9. Owners of unoccupied lots shall at all times keep and maintain their property in this Subdivision in an orderly manner and prevent accumulation of rubbish and debris on the premises.

10. No FOR SALE signs shall be placed on any lot.

11. Easements are reserved along and within five feet of the rear line, front line, and side lines of all lots in this Subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, road drains and other public and quasi-public utilities, and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from and across said premises to employees of said utilities. Said easement to also extend along any owners' side and rear property lines in case of fractional lots. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the five foot wide strip as long as such lines do not hinder the construction or buildings on any lots in the Subdivision.

12. Each lot owner shall maintain the depth of the canal adjoining said lot at a minimum of six feet at high water level from the bank to the center line of the canal. All wharfs and piers must be built parallel to the rear property lot line, and they shall not interfere with the right of ingress and egress within the canal area for boats and other water craft, it being expressly understood that the owner of lots adjoining the canal shall have the free and unrestrictive use of all of the canal area, and that no lot owner shall do anything which will in any way block or interfere with such use of said canals.



13. Each lot owner, if accepted into membership, must join the Walnut Island Property Owners Association, and shall pay all dues and assessments duly made by the Association.

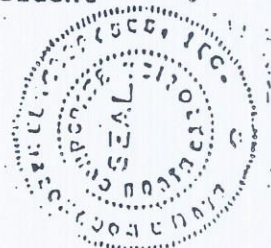
14. These covenants and restrictions shall run with the land and shall be binding on all parties claiming under them for a period of 20 years and shall be extended for successive periods of 10 years unless and prior to the expiration of any such ten year period, an instrument signed by the owners of record of a majority of lots in the Subdivision has been recorded changing or modifying said covenants in whole or in part.

IN WITNESS WHEREOF, Baum & Woodhouse Enterprises, Inc. has caused this instrument to be executed by its appropriate officers by authority of its Board of Directors this 11th day of September, 1971.

BAUM & WOODHOUSE ENTERPRISES, INC.

BY: M. E. Baum Jr  
President

ATTEST:  
L. Woodhouse  
Secretary



NORTH CAROLINA  
CURRITUCK COUNTY

I, the undersigned notary public, do hereby certify that L. Woodhouse, personally came before me this day and acknowledged that he is Secretary of Baum & Woodhouse Enterprises, Inc., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and notarial seal, this 9th day of September, 1971.

W. J. Outlaw  
Notary Public  
My commission expires: 4-26-76

NORTH CAROLINA  
CURRITUCK COUNTY

The foregoing or annexed certificate of W. J. Outlaw, a notary public of Currituck County, State of North Carolina is certified to be correct.

This 9 day of September, 1971.

WILLIAM B. SHAW,  
AL & RILEY  
ATTORNEYS AT LAW  
CURRITUCK COUNTY, N. C.

1971 REC-317-110X ON FILE 9 DAY OF Sept 27 AT 10:55 O'Clock A.M. A. D. Taylor, Jr.  
Register of Deeds  
CURRITUCK COUNTY, N. C.