

BK595780306

PRESENTED  
FOR  
REGISTRATION

Drawn by & HOLD FOR:  
PERRY, PATRICK, FARMER & MICHAUX, P.A. 000639

94 JAN-6 PM 4:00

KENNETH C. HARRIS  
REGISTER OF DEEDS  
WAKE COUNTY

STATE OF NORTH CAROLINA

RESTRICTIVE COVENANTS  
FOR

COUNTY OF WAKE

HUNTER'S KNOLL SUBDIVISION  
PHASE ONE, SECTIONS A & B

**BEKIN-RALEIGH-CHARLOTTE LIMITED PARTNERSHIP**, a North Carolina Limited Partnership (hereinafter "Declarant"), hereby declares that the Property described on Exhibit A attached hereto and made a part hereof, is and shall hereafter be held, transferred, sold and conveyed subject to the following restrictive covenants, which shall run with the Property, by whomsoever owned, to wit:

1. **LAND USE AND BUILDING TYPE.** All Lots shall be used for residential purposes. No structure 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 (2 1/2) stories in height, a private garage for not more than three (3) cars, and other out-buildings incidental to residential use of the Lot. Nothing herein shall be deemed to prohibit conversion of a Lot to a street.

2. **DWELLING SIZE.** The minimum heated square footage of a dwelling may not be less than 1500 square feet for a one-story dwelling and 800 square feet on the first floor of a two-story or two and one-half story dwelling.

3. **BUILDING SETBACKS; HOUSE LOCATION.** No dwelling shall be erected or maintained on any Lot outside of the building envelope shown on the recorded plat of the Property or as otherwise required or permitted by the zoning ordinance of the City of Raleigh. For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, carports and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the zoning ordinance of the City of Raleigh as it exists as of the date of issuance of a certificate of occupancy for such dwelling. Any dwelling erected on a Lot other than a corner lot shall face the street on which the Lot abuts. On corner lots, a dwelling may be erected so as to face the intersection of the two streets on which the Lot abuts.

4. **FENCES.** No fence or wall shall be erected on any Lot closer to any street than the front or side building setback line. Chain-link or other metal fencing is not permitted, except

that 2"x4" mesh may be used with split-rail fencing to contain animals within the yard. Any fence or wall installed within the subdivision must meet all requirements of the Raleigh Zoning Ordinance and must be approved as provided in Paragraph 18 of these Covenants. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or Lots, nor shall anything in this paragraph apply to any fence installed by the Declarant at any entrance to or along any street within the subdivision.

5. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.

6. PARKING; DRIVEWAYS AND PARKING PADS; ABANDONED VEHICLES. Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e., garage, driveway, carport or parking pad. No unenclosed parking shall be constructed or maintained on any Lot except a paved driveway and an attached paved parking pad, which pad shall be designed for the parking of not more than two (2) vehicles. Any driveway or parking pad constructed upon any Lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers.

No mobile house trailer (whether on or off wheels), vehicle or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), or commercial vehicle of any kind shall be parked on the street within the subdivision, nor shall any such vehicle be parked or kept on any Lot. Furthermore, no boat or boat trailer shall be parked on the street within the subdivision. A boat and/or boat trailer may be parked or kept on a Lot if it is parked or kept in such a manner that the vehicle is screened from the street. Screening may be either by fence or plantings, but, in any case, the screening must comply with the Raleigh Zoning Ordinance and be approved pursuant to Paragraph 18 of these Covenants. No tractor trailer trucks or cabs shall be parked on any street or Lot within the subdivision.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot in such manner as to be seen from any other Lot, any street within the subdivision or the Private Open Space, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot.

7. ANIMALS. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that dogs, cats, or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes.

8. NUISANCES; BUSINESS ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business trade or activity may be conducted on any Lot unless permitted by the Raleigh Board of Adjustments.

9. SIGNS. Except as otherwise required by the City of Raleigh, no sign of any kind shall be displayed to the public view on any Lot except signs used by Declarant to advertise Lots for sale during the construction and sales period, one sign of not more than ten (10) square feet advertising the property for sale or rent, and signs of not more than ten (10) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election.

10. ANTENNAS; SATELLITE DISHES OR DISCS. No radio or television transmission or reception towers, antennas, or discs shall be erected on a Lot other than a customary television or radio reception antenna, which shall not extend more than ten (10) feet above the top roof ridge of the house. In no event shall any satellite or other reception disc be permitted on any Lot (whether free-standing or on the roof of the house or any other structure), and in no event shall a free-standing transmission or receiving tower be permitted.

11. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the subdivision, except that small, inflatable wading pools shall be permitted.

12. MAILBOXES. No mailbox shall be placed or maintained on any Lot unless the same has been approved in accordance with the provisions of Paragraph 18 of these Covenants.

13. MAINTENANCE OF LOT; CONSTRUCTION. Each owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such Lot shall repair the damage and reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the owner may, at his option, either completely remove the damaged structure and landscape area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The owner of each Lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his Lot.

14. CLOTHESLINES. No clothesline may be erected or maintained on any Lot.

15. GARBAGE; UNSIGHTLY STORAGE. All trash and rubbish shall be kept in garbage cans stored behind the house in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to approved enclosure the night of the scheduled pickup.

16. SEPTIC TANKS; WELLS. No septic tank shall be installed, used or maintained on any Lot. No well shall be installed, used or maintained on any Lot for human domestic water consumption, nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling, which mains furnish domestic water from sources beyond the boundaries of the Lot.

17. REMOVAL OF TREES. Except in the case of an emergency situation that does not permit any delay, no living tree larger than 6" in diameter at a point measured 3' off the ground shall be removed from any Lot without the approval of the Declarant or, after Declarant no longer controls the homeowners association, the Board of Directors or its designated committee. The foregoing provision shall apply only to Lots which have been occupied pursuant to a certificate of occupancy issued by the City of Raleigh.

18. ARCHITECTURAL CONTROL. No building, fence, wall, driveway, parking pad, mailbox, or other structure shall be commenced, erected, maintained, or altered upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior finishes and colors, and location of the same shall have been submitted to and approved in

writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. If the Declarant fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, the plans and specifications shall be deemed to have been approved as submitted. Declarant may retain the services of a registered architect or engineer to review plans and specifications submitted pursuant to this Paragraph and shall have the right to charge a reasonable fee, not to exceed \$75.00, for receiving and processing each application. Any approval of plans and specifications by the Declarant shall not constitute or be construed as an approval by the Declarant of the structural stability, design, or quality of any building or improvement, or further constitute or be construed as approval by any governmental entity or to be a substitute for approval by the appropriate governmental agency.

Declarant may, at any time, delegate the review and approval authority contained in this Paragraph 18 to one or more persons or firms, who need not be owners of property within the subdivision, by recording in the Wake County Registry an Assignment Of Declarant's Rights. Such authority may be further delegated by the person(s) or firm(s) so appointed, or their successors, by recording such additional Assignments as are necessary. Any use of the term "Declarant" in this Paragraph 18 shall be deemed to apply to Declarant and, when appropriate, to any person(s) or firm(s) to whom architectural review and approval authority has been delegated. Nothing herein shall be construed to permit interference with the development of the Lots by Declarant in accordance with its general plan of development.

19. EXTERIOR MAINTENANCE. The owner of each Lot shall maintain the grounds and improvements on his Lot, including, but not limited to, plantings, landscaping and lawns, at all times in a neat and attractive manner.

20. EASEMENTS. Easements for the installation, maintenance and repair of utilities and drainage facilities are reserved as shown on the recorded plat. Within such easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a Lot shall be maintained continuously by the owner of such Lot, except for any such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold Lot or Lots by the recording of appropriate instruments in the Wake County Registry, and such instruments shall not be construed to invalidate any of these covenants.

Declarant reserves an easement in and right at any time in the future to grant a ten (10) foot right-of-way over, under and along the rear line of each Lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities, including water, sanitary sewage service and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five (5) foot right-of-way over, under and along the side lines of each Lot for the aforementioned purposes.

The Declarant reserves for itself and the Hunter's Knoll Homeowners Association, Inc. (the "Association"), their successors and assigns, an easement on, over and across those portions of Lots 1 and 151 shown and designated as "L&S Easement" on the recorded plat of Hunter's Knoll, Phase One, Section A (Book of Maps 1993, Page 1555). This easement shall be for the purpose of installing and maintaining landscaping, signage and fences within the easement area. No fence, structure, driveway, planting, swing or other object shall be constructed or permitted to remain in such area, other than those installed by the Declarant, without the consent of the Declarant, or after Declarant no longer controls the Association, of the Association.

The Declarant reserves for itself and the Association, their successors and assigns, an easement on, over and across those portions of Lots 1, 2, 3 and 151 shown and designated as "10' Slope Easement" on the recorded plat of Hunter's Knoll, Phase One, Section A (Book of Maps 1993, Page 1555). This easement shall be for the purpose of installing and maintaining the berm, landscaping and fencing within the easement area. No fence, structure, driveway, planting, swing or other object shall be constructed or permitted to remain in such area, other than those installed by the Declarant, without the consent of the Declarant, or after Declarant no longer controls the Association, of the Association.

21. SUBDIVISION OF LOTS. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded map or plat, except by and with the written consent of the Declarant.

22. UNINTENTIONAL VIOLATIONS. Declarant, or the person(s) or firms to whom the architectural review and approval authority has been delegated pursuant to Paragraph 18 of these Covenants, may, but shall not be obligated to, waive any violation of the designated and approved building setback lines on any Lot, provided that, no waiver may be granted for a violation in excess of 25% of the applicable requirements. No such waiver shall be effective unless the Lot and all structures thereon are in full compliance with the applicable provisions of the Raleigh Zoning

Ordinance or a variance has been obtained for such violation. Waivers shall be effective upon recording of same in the Wake County Registry.

23. STREET LIGHTING. Declarant reserves the right to subject the Property to a contract with Carolina Power & Light ("CP&L") for installation of street lighting, which requires a continuing monthly payment to CP&L by each residential customer.

24. ENFORCEMENT. 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 herein and enforcement shall be to either restrain violation and/or to recover damages resulting therefrom.

25. SEVERABILITY. Invalidation of any one or more 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.

26. TERM. These covenants shall run and bind the land and all owners thereof for a period of 25 years from the date these covenants are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These covenants may be amended during the first twenty-five year period by an instrument signed by the then-owners of not less than ninety percent (90%) of the Lots, and thereafter an instrument signed by then-owners of not less than seventy-five percent (75%) of the Lots.

27. HUNTER'S KNOLL HOMEOWNERS ASSOCIATION. The owners of Lots within this subdivision are Members of the Hunter's Knoll Homeowners Association, Inc., and are subject to and bound by the Declaration of Covenants, Conditions, and Restrictions For The Hunter's Knoll Homeowners Association, Inc., to be recorded in the Wake County Public Registry, which Declaration provides additional restrictions on such Lots.

28. DECLARANT. Nothing contained in these Covenants shall be construed to permit interference with the development of the Lots by Declarant so long as said development follows the general plan of development previously approved by the City of Raleigh. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant.

IN WITNESS WHEREOF, Declarant caused this instrument to be executed as of the 6th day of January, 1994.

BK5957PG0313

RHEIN-RALEIGH-CHARLOTTE LIMITED PARTNERSHIP,  
a North Carolina Limited Partnership

(Seal)



By: ROBERT C. RHEIN INTERESTS, INC.,  
a North Carolina corporation

(Corporate Seal)

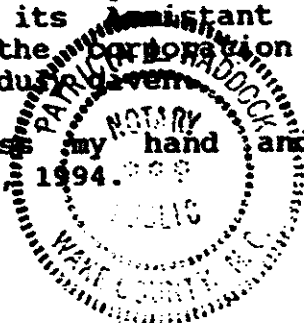
By: Richard M. Westmoreland, Jr.  
Richard M. Westmoreland, Jr.  
Vice President

ATTEST:  
Richard W. Moore  
Richard W. Moore  
Assistant Secretary

STATE OF NORTH CAROLINA - COUNTY OF WAKE:

I, Patricia L. Haddock, a Notary Public for said County and State, certify that RICHARD M. WESTMORELAND, JR., personally appeared before me this day and, being by me duly sworn, says and deposes that he is a Vice President of ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation and a General Partner of RHEIN-RALEIGH-CHARLOTTE LIMITED PARTNERSHIP, a North Carolina Limited Partnership, that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, that the said writing was signed and sealed by him and attested by Richard W. Moore as its Assistant Secretary in behalf of and as the act and deed of the corporation as General Partner of the partnership by authority duly given.

Witness my hand and official stamp and seal this the 6th day of January, 1994.



Patricia L. Haddock  
Notary Public  
My commission expires: 3-9-96

STATE OF NORTH CAROLINA -- COUNTY OF WAKE:

The foregoing certificate of Patricia L. Haddock, Notary Public, is certified to be correct. This certificate and this instrument are duly registered at the date and time and in the Book and Page shown on the first page hereof.

KENNETH C. WILKINS,  
Register of Deeds

By: Lauren Elliott  
Deputy/Assistant Register of Deeds

EXHIBIT A

HUNTER'S KNOLL

Lying and being in Neuse River Township, Wake County, North Carolina, and being more particularly described as follows:

TRACT 1: BEING all of the real property, containing 9.41 acres, more or less, shown on that certain plat entitled "SUBDIVISION PLAT, HUNTER'S KNOLL - PHASE ONE, SECTION A", prepared by Priest, Craven & Associates, Inc., and recorded in Book of Maps 1993, Page 1555, Wake County Registry, which property includes Lots 1-19, 130-133, and 147-151, inclusive, in HUNTER'S KNOLL Subdivision, Phase One, Section A, as shown on the aforementioned recorded plat, to which plat reference is hereby made for a more particular description of same.

TRACT 2: BEING all of the real property, containing 10.79 acres, more or less, shown on that certain plat entitled "SUBDIVISION PLAT, HUNTER'S KNOLL - PHASE ONE, SECTION B", prepared by Priest, Craven & Associates, Inc., and recorded in Book of Maps 1993, Page 1556, Wake County Registry, which property includes Lots 20-31, 73-75, and 111-129, inclusive, in HUNTER'S KNOLL Subdivision, Phase One, Section B, as shown on the aforementioned recorded plat, to which plat reference is hereby made for a more particular description of same.

BK7196PG0500

Drawn by & HOLD FOR:  
PERRY, PATRICK, FARMER & MICHAUX A. (rm)

000190

REGISTRATION

95 OCT 24 AM 10:23

STATE OF NORTH CAROLINA

COUNTY OF WAKE

RESTRICTIVE COVENANTS  
FOR WAKE COUNTY

ADDITION TO HUNTERS KNOLL

ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation (hereinafter "Declarant"), hereby declares that the Property described on Exhibit 1 attached hereto and made a part hereof, is and shall hereafter be held, transferred, sold and conveyed subject to the following restrictive covenants, which shall run with the Property, by whomever owned, to wit:

1. LAND USE AND BUILDING TYPE. All Lots shall be used for residential purposes. No structure 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 (2 1/2) stories in height, a private garage for not more than three (3) cars, and other out-buildings incidental to residential use of the Lot. Nothing herein shall be deemed to prohibit conversion of a Lot to a street.

2. DWELLING SIZE. The minimum heated square footage of a dwelling may not be less than 1500 square feet for a one-story dwelling and 800 square feet on the first floor of a two-story or two and one-half story dwelling.

3. BUILDING SETBACKS; HOUSE LOCATION. No dwelling shall be erected or maintained on any Lot outside of the building envelope shown on the recorded plat of the Property or as otherwise required or permitted by the zoning ordinance of the City of Raleigh. For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, carports and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the zoning ordinance of the City of Raleigh as it exists as of the date of issuance of a certificate of occupancy for such dwelling. Any dwelling erected on a Lot other than a corner lot shall face the street on which the Lot abuts. On corner lots, a dwelling may be erected so as to face the intersection of the two streets on which the Lot abuts.

4. FENCES. No fence or wall shall be erected on any Lot closer to any street than the front or side building setback line. Chain-link or other metal fencing is not permitted, except that 2"x4" mesh may be used with split-rail fencing to contain animals within the yard. Any fence or wall installed within the subdivision must meet all requirements of the Raleigh Zoning

Ordinance and must be approved as provided in Paragraph 18 of these Covenants. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or Lots, nor shall anything in this paragraph apply to any fence installed by the Declarant at any entrance to or along any street within the subdivision.

5. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.

6. PARKING; DRIVEWAYS AND PARKING PADS; ABANDONED VEHICLES. Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e., garage, driveway, carport or parking pad. No unenclosed parking shall be constructed or maintained on any Lot except a paved driveway and an attached paved parking pad, which pad shall be designed for the parking of not more than two (2) vehicles. Any driveway or parking pad constructed upon any Lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers.

No mobile house trailer (whether on or off wheels), vehicle or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), or commercial vehicle of any kind shall be parked on the street within the subdivision, nor shall any such vehicle be parked or kept on any Lot. Furthermore, no boat or boat trailer shall be parked on the street within the subdivision. A boat and/or boat trailer may be parked or kept on a Lot if it is parked or kept in such a manner that the vehicle is screened from the street. Screening may be either by fence or plantings, but, in any case, the screening must comply with the Raleigh Zoning Ordinance and be approved pursuant to Paragraph 18 of these Covenants. No tractor trailer trucks or cabs shall be parked on any street or Lot within the subdivision.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot in such manner as to be seen from any other Lot, any street within the subdivision or the Private Open Space, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot.

7. ANIMALS. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that dogs, cats, or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes.

8. NUISANCES; BUSINESS ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business trade or activity may be conducted on any Lot unless permitted by the Raleigh Board of Adjustments.

9. SIGNS. Except as otherwise required by the City of Raleigh, no sign of any kind shall be displayed to the public view on any Lot except signs used by Declarant to advertise Lots for sale during the construction and sales period, one sign of not more than ten (10) square feet advertising the property for sale or rent, and signs of not more than ten (10) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election.

10. ANTENNAS; SATELLITE DISHES OR DISCS. No radio or television transmission or reception towers or antennas shall be erected on a Lot other than a customary television or radio reception antenna, which shall not extend more than ten (10) feet above the top roof ridge of the house. However, a satellite antenna receiver or disc will be permitted on a Lot if: (i) the receiver or disc is not larger than two feet (2') in diameter; (ii) the receiver or disc is located on the side of the house away from the street and within the building set back lines applicable to that Lot; and (iii) the receiver or disc is located or screened in such a way that it cannot be seen from any street within the subdivision. Any such screening must be approved as provided in Paragraph 18 of these Covenants. In no event shall any free-standing transmission or receiving tower be permitted on any Lot.

11. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the subdivision, except that small, inflatable wading pools shall be permitted.

12. MAILBOXES. No mailbox shall be placed or maintained on any Lot unless the same has been approved in accordance with the provisions of Paragraph 18 of these Covenants.

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damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the owner may, at his option, either completely remove the damaged structure and landscape area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The owner of each Lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his Lot.

14. CLOTHESLINES. No clothesline may be erected or maintained on any Lot.

15. GARBAGE; UNSIGHTLY STORAGE. All trash and rubbish shall be kept in garbage cans stored behind the house in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to approved enclosure the night of the scheduled pickup.

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17. REMOVAL OF TREES. Except in the case of an emergency situation that does not permit any delay, no living tree larger than 6" in diameter at a point measured 3' off the ground shall be removed from any Lot without the approval of the Declarant or, after Declarant no longer controls the homeowners association, the Board of Directors or its designated committee. The foregoing provision shall apply only to Lots which have been occupied pursuant to a certificate of occupancy issued by the City of Raleigh.

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20. EASEMENTS. Easements for the installation, maintenance and repair of utilities and drainage facilities are reserved as shown on the recorded plat. Within such easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels

within such easements. Any easements located on a Lot shall be maintained continuously by the owner of such Lot, except for any such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold Lot or Lots by the recording of appropriate instruments in the Wake County Registry, and such instruments shall not be construed to invalidate any of these covenants.

Declarant reserves an easement in and right at any time in the future to grant a ten (10) foot right-of-way over, under and along the rear line of each Lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities, including water, sanitary sewage service and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five (5) foot right-of-way over, under and along the side lines of each Lot for the aforementioned purposes.

Declarant also reserves for the benefit of the Declarant and the Hunter's Knoll Homeowners Association, Inc. (hereinafter the "Association"), and their respective successors and assigns, over those portions of Lots 6, 7, 8, 9, 10 and 11, inclusive, adjacent to and along Camp Durant Road shown and designated as "10' SLOPE EASEMENT" on the recorded plat referred to in Exhibit 1 attached hereto and over those portions of Lots 11, 12, 13, 14 and 15 shown and designated as "Private Storm Drainage Easement", "10' Priv. San. Sewer Esmt." or "20' Priv. Drainage Esmt." on the recorded plat referred to in Exhibit 1 attached hereto, for the purpose of installing and maintaining, as appropriate, a berm, fences, landscaping, sanitary sewer lines and storm water drainage facilities within the easement area. No fence, structure, driveway, planting, swing or other object shall be permitted in such area, other than those installed by the Declarant or the Association, without the prior written approval of the Association, provided, however, that:

(a) the owners of said Lots, without the consent of the Association, may plant flowers, shrubs, trees, vegetables and other vegetation on the house side of any berm installed by Declarant, i.e., on the side of such berm away from Camp Durant Road;

(b) no such planting shall in any way interfere with any grading, landscaping, planting or other improvement installed by the Declarant or the Association; and

(c) no planting, landscaping or other improvement installed or constructed in such easement by the Declarant or the Association shall be removed or disturbed in any way without the prior written consent of the Association.

The Declarant, the Association and their successors and assigns shall at all times have the right of access upon such easements for the purpose of landscaping, planting, mowing, maintaining the area within the foregoing easements and the improvements constructed thereon or for removing any object placed in the easement area in violation of the provisions of this Paragraph 20.

21. SUBDIVISION OF LOTS. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded map or plat, except by and with the written consent of the Declarant.

22. UNINTENTIONAL VIOLATIONS. Declarant, or the person(s) or firms to whom the architectural review and approval authority has been delegated pursuant to Paragraph 18 of these Covenants, may, but shall not be obligated to, waive any violation of the designated and approved building setback lines on any Lot, provided that, no waiver may be granted for a violation in excess of 25% of the applicable requirements. No such waiver shall be effective unless the Lot and all structures thereon are in full compliance with the applicable provisions of the Raleigh Zoning Ordinance or a variance has been obtained for such violation. Waivers shall be effective upon recording of same in the Wake County Registry.

23. STREET LIGHTING. Declarant reserves the right to subject the Property to a contract with Carolina Power & Light ("CP&L") for installation of street lighting, which requires a continuing monthly payment to CP&L by each residential customer.

24. ENFORCEMENT. 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 herein and enforcement shall be to either restrain violation and/or to recover damages resulting therefrom.

25. SEVERABILITY. Invalidation of any one or more 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.

26. TERM. These covenants shall run and bind the land and all owners thereof for a period of 25 years from the date these covenants are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These covenants may be amended during the first twenty-five year period by an instrument signed by the then-owners of not less than ninety percent (90%) of the Lots, and thereafter an instrument signed by then-owners of not less than seventy-five percent (75%) of the Lots.

27. HUNTER'S KNOLL HOMEOWNERS ASSOCIATION. The owners of Lots are Members of the Hunter's Knoll Homeowners Association, Inc., and are subject to and bound by the Declaration of Covenants, Conditions, and Restrictions For The Hunter's Knoll Homeowners Association, Inc., recorded in Book 6099, Page 20, Wake County Public Registry, as from time to time amended, which Declaration provides additional restrictions on such Lots.

28. DECLARANT. Nothing in these Covenants shall be construed to permit interference with the development of the Lots by Declarant so long as said development follows the general plan of development previously approved by the City of Raleigh. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant.

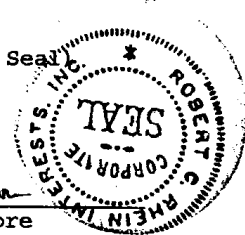
IN WITNESS WHEREOF, Declarant caused this instrument to be executed as of the 15th day of October, 1996.

ROBERT C. RHEIN INTERESTS, INC.,  
a North Carolina corporation

(Corporate Seal)

By: Richard M. Westmoreland, Jr.  
Richard M. Westmoreland, Jr.  
Vice President

ATTEST:  
Richard W. Moore  
Richard W. Moore  
Assistant Secretary



-----  
STATE OF NORTH CAROLINA - COUNTY OF WAKE:

I, Tamela B. Gilmore, a Notary Public for said County and State, certify that RICHARD M. WESTMORELAND, JR., personally appeared before me this day and, being by me duly sworn, says and deposes that he is a Vice President of ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation, that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, that the said writing was signed and sealed by him and attested by Richard W. Moore as its Assistant Secretary in behalf of and as the act and deed of the corporation by its authority duly given.

Witness my hand and official stamp and seal, this the 23rd day of October, 1996.

TAMELA B. GILMORE  
NOTARY PUBLIC  
WAKE COUNTY, NORTH CAROLINA  
My Commission Expires February 17, 1997

Tamela B. Gilmore  
Notary Public  
My commission expires: \_\_\_\_\_

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate \_\_\_ of \_\_\_\_\_

Tamela B. Gilmore

Notary Public is

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By Meta W. Harris  
Asst./Deputy Register of Deeds

BK 7196PG0508

EXHIBIT 1

ADDITION TO HUNTERS KNOLL

Lying and being in Neuse River Township, Wake County, North Carolina, being more particularly described as follows:

BEING all of the real property, containing 5.25 acres (228,671 square feet), shown on that certain plat entitled "RECOMBINATION AND SUBDIVISION PLAT, ADDITION TO HUNTERS KNOLL", recorded in Book of Maps 1996, Page 1501, WAKE County Registry, to which plat reference is made for a more particular description of same, which property includes Lots 1 through 17, ADDITION TO HUNTERS KNOLL, as shown on said recorded plat.

BK 6178 PG 0380

PRESENTED  
FOR  
REGISTRATION

Drawn by & HOLD FOR:  
PERRY, PATRICK, FARMER & M 000060 A. (R)

94 JUN 23 AM 10:14

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

KENNETH C. WALKINS  
REGISTER OF DEEDS  
WAKE COUNTY  
FOR  
HUNTER'S KNOLL SUBDIVISION  
PHASE ONE, SECTION C

RHEIN-RALEIGH-CHARLOTTE LIMITED PARTNERSHIP, a North Carolina Limited Partnership (hereinafter "Declarant"), hereby declares that the Property described on Exhibit A attached hereto and made a part hereof, is and shall hereafter be held, transferred, sold and conveyed subject to the following restrictive covenants, which shall run with the Property, by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE. All Lots shall be used for residential purposes. No structure 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 (2 1/2) stories in height, a private garage for not more than three (3) cars, and other out-buildings incidental to residential use of the Lot. Nothing herein shall be deemed to prohibit conversion of a Lot to a street.

2. DWELLING SIZE. The minimum heated square footage of a dwelling may not be less than 1500 square feet for a one-story dwelling and 800 square feet on the first floor of a two-story or two and one-half story dwelling.

3. BUILDING SETBACKS; HOUSE LOCATION. No dwelling shall be erected or maintained on any Lot outside of the building envelope shown on the recorded plat of the Property or as otherwise required or permitted by the zoning ordinance of the City of Raleigh. For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, carports and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the zoning ordinance of the City of Raleigh as it exists as of the date of issuance of a certificate of occupancy for such dwelling. Any dwelling erected on a Lot other than a corner lot shall face the street on which the Lot abuts. On corner lots, a dwelling may be erected so as to face the intersection of the two streets on which the Lot abuts.

4. FENCES. No fence or wall shall be erected on any Lot closer to any street than the front or side building setback line. Chain-link or other metal fencing is not permitted, except that 2"x4" mesh may be used with split-rail fencing to contain animals within the yard. Any fence or wall installed within the

subdivision must meet all requirements of the Raleigh Zoning Ordinance and must be approved as provided in Paragraph 18 of these Covenants. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or Lots, nor shall anything in this paragraph apply to any fence installed by the Declarant at any entrance to or along any street within the subdivision.

5. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.

6. PARKING; DRIVEWAYS AND PARKING PADS; ABANDONED VEHICLES. Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e., garage, driveway, carport or parking pad. No unenclosed parking shall be constructed or maintained on any Lot except a paved driveway and an attached paved parking pad, which pad shall be designed for the parking of not more than two (2) vehicles. Any driveway or parking pad constructed upon any Lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers.

No mobile house trailer (whether on or off wheels), vehicle or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), or commercial vehicle of any kind shall be parked on the street within the subdivision, nor shall any such vehicle be parked or kept on any Lot. Furthermore, no boat or boat trailer shall be parked on the street within the subdivision. A boat and/or boat trailer may be parked or kept on a Lot if it is parked or kept in such a manner that the vehicle is screened from the street. Screening may be either by fence or plantings, but, in any case, the screening must comply with the Raleigh Zoning Ordinance and be approved pursuant to Paragraph 18 of these Covenants. No tractor trailer trucks or cabs shall be parked on any street or Lot within the subdivision.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot in such manner as to be seen from any other Lot, any street within the subdivision or the Private Open Space, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot.

7. ANIMALS. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that dogs, cats, or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes.

8. NUISANCES; BUSINESS ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business trade or activity may be conducted on any Lot unless permitted by the Raleigh Board of Adjustments.

9. SIGNS. Except as otherwise required by the City of Raleigh, no sign of any kind shall be displayed to the public view on any Lot except signs used by Declarant to advertise Lots for sale during the construction and sales period, one sign of not more than ten (10) square feet advertising the property for sale or rent, and signs of not more than ten (10) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election.

10. ANTENNAS; SATELLITE DISHES OR DISCS. No radio or television transmission or reception towers, antennas, or discs shall be erected on a Lot other than a customary television or radio reception antenna, which shall not extend more than ten (10) feet above the top roof ridge of the house. In no event shall any satellite or other reception disc be permitted on any Lot (whether free-standing or on the roof of the house or any other structure), and in no event shall a free-standing transmission or receiving tower be permitted.

11. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the subdivision, except that small, inflatable wading pools shall be permitted.

12. MAILBOXES. No mailbox shall be placed or maintained on any Lot unless the same has been approved in accordance with the provisions of Paragraph 18 of these Covenants.

13. MAINTENANCE OF LOT; CONSTRUCTION. Each owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such Lot shall repair the damage and reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the owner may, at his option, either completely remove the damaged structure and landscape area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The owner of each Lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his Lot.

14. CLOTHESLINES. No clothesline may be erected or maintained on any Lot.

15. GARBAGE; UNSIGHTLY STORAGE. All trash and rubbish shall be kept in garbage cans stored behind the house in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to approved enclosure the night of the scheduled pickup.

16. SEPTIC TANKS; WELLS. No septic tank shall be installed, used or maintained on any Lot. No well shall be installed, used or maintained on any Lot for human domestic water consumption, nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling, which mains furnish domestic water from sources beyond the boundaries of the Lot.

17. REMOVAL OF TREES. Except in the case of an emergency situation that does not permit any delay, no living tree larger than 6" in diameter at a point measured 3' off the ground shall be removed from any Lot without the approval of the Declarant or, after Declarant no longer controls the homeowners association, the Board of Directors or its designated committee. The foregoing provision shall apply only to Lots which have been occupied pursuant to a certificate of occupancy issued by the City of Raleigh.

18. ARCHITECTURAL CONTROL. No building, fence, wall, driveway, parking pad, mailbox, or other structure shall be commenced, erected, maintained, or altered upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior finishes and colors, and location of the same shall have been submitted to and approved in

writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. If the Declarant fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, the plans and specifications shall be deemed to have been approved as submitted. Declarant may retain the services of a registered architect or engineer to review plans and specifications submitted pursuant to this Paragraph and shall have the right to charge a reasonable fee, not to exceed \$75.00, for receiving and processing each application. Any approval of plans and specifications by the Declarant shall not constitute or be construed as an approval by the Declarant of the structural stability, design, or quality of any building or improvement, or further constitute or be construed as approval by any governmental entity or to be a substitute for approval by the appropriate governmental agency.

Declarant may, at any time, delegate the review and approval authority contained in this Paragraph 18 to one or more persons or firms, who need not be owners of property within the subdivision, by recording in the Wake County Registry an Assignment Of Declarant's Rights. Such authority may be further delegated by the person(s) or firm(s) so appointed, or their successors, by recording such additional Assignments as are necessary. Any use of the term "Declarant" in this Paragraph 18 shall be deemed to apply to Declarant and, when appropriate, to any person(s) or firm(s) to whom architectural review and approval authority has been delegated. Nothing herein shall be construed to permit interference with the development of the Lots by Declarant in accordance with its general plan of development.

19. EXTERIOR MAINTENANCE. The owner of each Lot shall maintain the grounds and improvements on his Lot, including, but not limited to, plantings, landscaping and lawns, at all times in a neat and attractive manner.

20. EASEMENTS. Easements for the installation, maintenance and repair of utilities and drainage facilities are reserved as shown on the recorded plat. Within such easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a Lot shall be maintained continuously by the owner of such Lot, except for any such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold Lot or Lots by the recording of appropriate instruments in the Wake County Registry, and such instruments shall not be construed to invalidate any of these covenants.

Declarant reserves an easement in and right at any time in the future to grant a ten (10) foot right-of-way over, under and along the rear line of each Lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities, including water, sanitary sewage service and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five (5) foot right-of-way over, under and along the side lines of each Lot for the aforementioned purposes.

The Declarant reserves for itself and the Hunter's Knoll Homeowners Association, Inc. (the "Association"), their successors and assigns, an easement on, over and across those portions of Lots 1 and 151 shown and designated as "L&S Easement" on the recorded plat of Hunter's Knoll, Phase One, Section A (Book of Maps 1993, Page 1555). This easement shall be for the purpose of installing and maintaining landscaping, signage and fences within the easement area. No fence, structure, driveway, planting, swing or other object shall be constructed or permitted to remain in such area, other than those installed by the Declarant, without the consent of the Declarant, or after Declarant no longer controls the Association, of the Association.

The Declarant reserves for itself and the Association, their successors and assigns, an easement on, over and across those portions of Lots 1, 2, 3 and 151 shown and designated as "10' Slope Easement" on the recorded plat of Hunter's Knoll, Phase One, Section A (Book of Maps 1993, Page 1555). This easement shall be for the purpose of installing and maintaining the berm, landscaping and fencing within the easement area. No fence, structure, driveway, planting, swing or other object shall be constructed or permitted to remain in such area, other than those installed by the Declarant, without the consent of the Declarant, or after Declarant no longer controls the Association, of the Association.

21. SUBDIVISION OF LOTS. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded map or plat, except by and with the written consent of the Declarant.

22. UNINTENTIONAL VIOLATIONS. Declarant, or the person(s) or firms to whom the architectural review and approval authority has been delegated pursuant to Paragraph 18 of these Covenants, may, but shall not be obligated to, waive any violation of the designated and approved building setback lines on any Lot, provided that, no waiver may be granted for a violation in excess of 25% of the applicable requirements. No such waiver shall be effective unless the Lot and all structures thereon are in full compliance with the applicable provisions of the Raleigh Zoning

Ordinance or a variance has been obtained for such violation. Waivers shall be effective upon recording of same in the Wake County Registry.

23. STREET LIGHTING. Declarant reserves the right to subject the Property to a contract with Carolina Power & Light ("CP&L") for installation of street lighting, which requires a continuing monthly payment to CP&L by each residential customer.

24. ENFORCEMENT. 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 herein and enforcement shall be to either restrain violation and/or to recover damages resulting therefrom.

25. SEVERABILITY. Invalidation of any one or more 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.

26. TERM. These covenants shall run and bind the land and all owners thereof for a period of 25 years from the date these covenants are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These covenants may be amended during the first twenty-five year period by an instrument signed by the then-owners of not less than ninety percent (90%) of the Lots, and thereafter an instrument signed by then-owners of not less than seventy-five percent (75%) of the Lots.

27. HUNTER'S KNOLL HOMEOWNERS ASSOCIATION. The owners of Lots within this subdivision are Members of the Hunter's Knoll Homeowners Association, Inc., and are subject to and bound by the Declaration of Covenants, Conditions, and Restrictions For The Hunter's Knoll Homeowners Association, Inc., to be recorded in the Wake County Public Registry, which Declaration provides additional restrictions on such Lots.

28. DECLARANT. Nothing contained in these Covenants shall be construed to permit interference with the development of the Lots by Declarant so long as said development follows the general plan of development previously approved by the City of Raleigh. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant.

IN WITNESS WHEREOF, Declarant caused this instrument to be executed as of the \_\_\_\_\_ day of June, 1994.



RHEIN-RALEIGH-CHARLOTTE LIMITED PARTNERSHIP,  
a North Carolina Limited Partnership

(Seal)

By: ROBERT C. RHEIN INTERESTS, INC.,  
a North Carolina corporation

(Corporate Seal)

By: Richard M. Westmoreland, Jr.  
Richard M. Westmoreland, Jr.  
Vice President

ATTEST: Richard W. Moore  
Richard W. Moore  
Assistant Secretary

-----  
STATE OF NORTH CAROLINA - COUNTY OF WAKE:

I, Tamela B. Gilmore, a Notary Public for said County and State, certify that RICHARD M. WESTMORELAND, JR., personally appeared before me this day and, being by me duly sworn, says and deposes that he is a Vice President of ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation and a General Partner of RHEIN-RALEIGH-CHARLOTTE LIMITED PARTNERSHIP, a North Carolina Limited Partnership, that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, that the said writing was signed and sealed by him and attested by Richard W. Moore as its Assistant Secretary in behalf of and as the act and deed of the corporation as General Partner of the partnership by authority duly given.

Witness my hand and official stamp or seal, this the 24<sup>TH</sup> day of May, 1994.

TAMELA B. GILMORE  
NOTARY PUBLIC  
WAKE COUNTY, NORTH CAROLINA  
My Commission Expires February 17, 1997

Tamela B. Gilmore  
Notary Public  
My commission expires: 2/17/97

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STATE OF NORTH CAROLINA -- COUNTY OF WAKE:

The foregoing certificate of Tamela B. Gilmore Notary Public, is certified to be correct. This certificate and this instrument are duly registered at the date and time and in the Book and Page shown on the first page hereof.

KENNETH C. WILKINS,  
Register of Deeds

By: Kenneth C. Nelson  
Deputy/Assistant Register of Deeds

BK6178PG0388

EXHIBIT A

HUNTER'S KNOLL  
Phase One, Section C

Lying and being in Neuse River Township, Wake County, North Carolina, and being more particularly described as follows:

BEING all of the real property, containing 9.08 acres, more or less, shown on that certain plat entitled "HUNTER'S KNOLL - PHASE ONE SECTION C", prepared by Priest, Craven & Associates, Inc., and recorded in Book of Maps 1994, Page 494, Wake County Registry, which property includes Lots 57-72 and 103-110, inclusive, in HUNTER'S KNOLL Subdivision, Phase One, Section C, as shown on the aforementioned recorded plat, to which plat reference is hereby made for a more particular description of same.

Drawn by & HOLD FOR:  
PERRY, PATRICK, FARMER & MICHAUX, P.A. (wp)

000384

95 JAN 27 PM 2:44

KENNETH C. HARRIS  
REGISTER OF DEEDS  
WAKE COUNTY

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

RESTRICTIVE COVENANTS  
FOR  
HUNTER'S KNOLL SUBDIVISION  
PHASE TWO and  
PHASE THREE, SECTIONS A & B

**RHEIN-RALEIGH-CHARLOTTE LIMITED PARTNERSHIP**, a North Carolina Limited Partnership (hereinafter "Declarant"), hereby declares that the Property described on **Exhibit A** attached hereto and made a part hereof, is and shall hereafter be held, transferred, sold and conveyed subject to the following restrictive covenants, which shall run with the Property, by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE. All Lots shall be used for residential purposes. No structure 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 (2 1/2) stories in height, a private garage for not more than three (3) cars, and other out-buildings incidental to residential use of the Lot. Nothing herein shall be deemed to prohibit conversion of a Lot to a street.

2. DWELLING SIZE. The minimum heated square footage of a dwelling may not be less than 1500 square feet for a one-story dwelling and 800 square feet on the first floor of a two-story or two and one-half story dwelling.

3. BUILDING SETBACKS; HOUSE LOCATION. No dwelling shall be erected or maintained on any Lot outside of the building envelope shown on the recorded plat of the Property or as otherwise required or permitted by the zoning ordinance of the City of Raleigh. For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, carports and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the zoning ordinance of the City of Raleigh as it exists as of the date of issuance of a certificate of occupancy for such dwelling. Any dwelling erected on a Lot other than a corner lot shall face the street on which the Lot abuts. On corner lots, a dwelling may be erected so as to face the intersection of the two streets on which the Lot abuts.

4. FENCES. No fence or wall shall be erected on any Lot closer to any street than the front or side building setback line. Chain-link or other metal fencing is not permitted, except

that 2"x4" mesh may be used with split-rail fencing to contain animals within the yard. Any fence or wall installed within the subdivision must meet all requirements of the Raleigh Zoning Ordinance and must be approved as provided in Paragraph 18 of these Covenants. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or Lots, nor shall anything in this paragraph apply to any fence installed by the Declarant at any entrance to or along any street within the subdivision.

5. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.

6. PARKING; DRIVEWAYS AND PARKING PADS; ABANDONED VEHICLES. Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e., garage, driveway, carport or parking pad. No unenclosed parking shall be constructed or maintained on any Lot except a paved driveway and an attached paved parking pad, which pad shall be designed for the parking of not more than two (2) vehicles. Any driveway or parking pad constructed upon any Lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers.

No mobile house trailer (whether on or off wheels), vehicle or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), or commercial vehicle of any kind shall be parked on the street within the subdivision, nor shall any such vehicle be parked or kept on any Lot. Furthermore, no boat or boat trailer shall be parked on the street within the subdivision. A boat and/or boat trailer may be parked or kept on a Lot if it is parked or kept in such a manner that the vehicle is screened from the street. Screening may be either by fence or plantings, but, in any case, the screening must comply with the Raleigh Zoning Ordinance and be approved pursuant to Paragraph 18 of these Covenants. No tractor trailer trucks or cabs shall be parked on any street or Lot within the subdivision.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot in such manner as to be seen from any other Lot, any street within the subdivision or the Private Open Space, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot.

7. ANIMALS. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that dogs, cats, or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes.

8. NUISANCES; BUSINESS ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business trade or activity may be conducted on any Lot unless permitted by the Raleigh Board of Adjustments.

9. SIGNS. Except as otherwise required by the City of Raleigh, no sign of any kind shall be displayed to the public view on any Lot except signs used by Declarant to advertise Lots for sale during the construction and sales period, one sign of not more than ten (10) square feet advertising the property for sale or rent, and signs of not more than ten (10) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election.

10. ANTENNAS; SATELLITE DISHES OR DISCS. No radio or television transmission or reception towers, antennas, or discs shall be erected on a Lot other than a customary television or radio reception antenna, which shall not extend more than ten (10) feet above the top roof ridge of the house. In no event shall any satellite or other reception disc be permitted on any Lot (whether free-standing or on the roof of the house or any other structure), and in no event shall a free-standing transmission or receiving tower be permitted.

11. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the subdivision, except that small, inflatable wading pools shall be permitted.

12. MAILBOXES. No mailbox shall be placed or maintained on any Lot unless the same has been approved in accordance with the provisions of Paragraph 18 of these Covenants.

13. MAINTENANCE OF LOT; CONSTRUCTION. Each owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such Lot shall repair the damage and reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the owner may, at his option, either completely remove the damaged structure and landscape area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The owner of each Lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his Lot.

14. CLOTHESLINES. No clothesline may be erected or maintained on any Lot.

15. GARBAGE; UNSIGHTLY STORAGE. All trash and rubbish shall be kept in garbage cans stored behind the house in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to approved enclosure the night of the scheduled pickup.

16. SEPTIC TANKS; WELLS. No septic tank shall be installed, used or maintained on any Lot. No well shall be installed, used or maintained on any Lot for human domestic water consumption, nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling, which mains furnish domestic water from sources beyond the boundaries of the Lot.

17. REMOVAL OF TREES. Except in the case of an emergency situation that does not permit any delay, no living tree larger than 6" in diameter at a point measured 3' off the ground shall be removed from any Lot without the approval of the Declarant or, after Declarant no longer controls the homeowners association, the Board of Directors or its designated committee. The foregoing provision shall apply only to Lots which have been occupied pursuant to a certificate of occupancy issued by the City of Raleigh.

18. ARCHITECTURAL CONTROL. No building, fence, wall, driveway, parking pad, mailbox, or other structure shall be commenced, erected, maintained, or altered upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior finishes and colors, and location of the same shall have been submitted to and approved in

writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. If the Declarant fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, the plans and specifications shall be deemed to have been approved as submitted. Declarant may retain the services of a registered architect or engineer to review plans and specifications submitted pursuant to this Paragraph and shall have the right to charge a reasonable fee, not to exceed \$75.00, for receiving and processing each application. Any approval of plans and specifications by the Declarant shall not constitute or be construed as an approval by the Declarant of the structural stability, design, or quality of any building or improvement, or further constitute or be construed as approval by any governmental entity or to be a substitute for approval by the appropriate governmental agency.

Declarant may, at any time, delegate the review and approval authority contained in this Paragraph 18 to one or more persons or firms, who need not be owners of property within the subdivision, by recording in the Wake County Registry an Assignment Of Declarant's Rights. Such authority may be further delegated by the person(s) or firm(s) so appointed, or their successors, by recording such additional Assignments as are necessary. Any use of the term "Declarant" in this Paragraph 18 shall be deemed to apply to Declarant and, when appropriate, to any person(s) or firm(s) to whom architectural review and approval authority has been delegated. Nothing herein shall be construed to permit interference with the development of the Lots by Declarant in accordance with its general plan of development.

19. EXTERIOR MAINTENANCE. The owner of each Lot shall maintain the grounds and improvements on his Lot, including, but not limited to, plantings, landscaping and lawns, at all times in a neat and attractive manner.

20. EASEMENTS. Easements for the installation, maintenance and repair of utilities and drainage facilities are reserved as shown on the recorded plat. Within such easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a Lot shall be maintained continuously by the owner of such Lot, except for any such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold Lot or Lots by the recording of appropriate instruments in the Wake County Registry, and such instruments shall not be construed to invalidate any of these covenants.

Declarant reserves an easement in and right at any time in the future to grant a ten (10) foot right-of-way over, under and along the rear line of each Lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities, including water, sanitary sewage service and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five (5) foot right-of-way over, under and along the side lines of each Lot for the aforementioned purposes.

21. WETLANDS REGULATIONS. Portions of Lots 52, 53 and 100 in Phase Three, Section B, have been determined to meet the requirements for designation as a regulatory wetland. Any subsequent fill or alteration of this wetland shall conform to the requirements of state wetlands rules adopted by the State of North Carolina in force at the time of the proposed alteration. The intent of this restriction is to prevent additional wetland fill, so the property owner should not assume that a future application for fill will be approved. The property owner shall report the name of the subdivision in any application pertaining to said wetland rules. This restriction is intended to insure continued compliance with the wetland rules adopted by the State of North Carolina and therefore benefits and may be enforced by the State of North Carolina. This restriction is to run with the land and shall be binding on Declarant and any successor or assignee of Declarant, and all persons or entities claiming any interest in the aforementioned lots.

22. SUBDIVISION OF LOTS. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded map or plat, except by and with the written consent of the Declarant.

23. UNINTENTIONAL VIOLATIONS. Declarant, or the person(s) or firms to whom the architectural review and approval authority has been delegated pursuant to Paragraph 18 of these Covenants, may, but shall not be obligated to, waive any violation of the designated and approved building setback lines on any Lot, provided that, no waiver may be granted for a violation in excess of 25% of the applicable requirements. No such waiver shall be effective unless the Lot and all structures thereon are in full compliance with the applicable provisions of the Raleigh Zoning Ordinance or a variance has been obtained for such violation. Waivers shall be effective upon recording of same in the Wake County Registry.

24. STREET LIGHTING. Declarant reserves the right to subject the Property to a contract with Carolina Power & Light ("CP&L") for installation of street lighting, which requires a continuing monthly payment to CP&L by each residential customer.

25. ENFORCEMENT. 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 herein and enforcement shall be to either restrain violation and/or to recover damages resulting therefrom.

26. SEVERABILITY. Invalidation of any one or more 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.

27. TERM. These covenants shall run and bind the land and all owners thereof for a period of 25 years from the date these covenants are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These covenants may be amended during the first twenty-five year period by an instrument signed by the then-owners of not less than ninety percent (90%) of the Lots, and thereafter an instrument signed by then-owners of not less than seventy-five percent (75%) of the Lots.

28. HUNTER'S KNOLL HOMEOWNERS ASSOCIATION. The owners of Lots are Members of the Hunter's Knoll Homeowners Association, Inc., and are subject to and bound by the Declaration of Covenants, Conditions, and Restrictions For The Hunter's Knoll Homeowners Association, Inc., recorded in Book 6099, Page 20, Wake County Public Registry, as from time to time amended, which Declaration provides additional restrictions on such Lots.

29. DECLARANT. Nothing in these Covenants shall be construed to permit interference with the development of the Lots by Declarant so long as said development follows the general plan of development previously approved by the City of Raleigh. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant.

IN WITNESS WHEREOF, Declarant caused this instrument to be executed as of the 3th day of January, 1995.

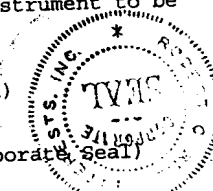
RHEIN-RALEIGH-CHARLOTTE LIMITED PARTNERSHIP,  
a North Carolina Limited Partnership

By: ROBERT C. RHEIN INTERESTS, INC.,  
a North Carolina corporation

By: Richard M. Westmoreland, Jr.  
Richard M. Westmoreland, Jr.  
Vice President

(Seal)

(Corporate Seal)



ATTEST.

Richard W. Moore  
Richard W. Moore  
Assistant Secretary

STATE OF NORTH CAROLINA - COUNTY OF WAKE:

I, Welda L. Pender, a Notary Public for said County and State, certify that RICHARD M. WESTMORELAND, JR., personally appeared before me this day and, being by me duly sworn, says and deposes that he is a Vice President of ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation and a General Partner of RHEIN-RALEIGH-CHARLOTTE LIMITED PARTNERSHIP, a North Carolina Limited Partnership, that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, that the said writing was signed and sealed by him and attested by Richard W. Moore as its Assistant Secretary in behalf of and as the act and deed of the corporation as General Partner of the partnership by authority duly given.

Witness my hand and official stamp and seal, this the 5th day of January, 1995.

**WELDA L. PENDER**  
Notary Public  
HARNETT COUNTY, NORTH CAROLINA  
My Commission Expires June 3, 1995

Welda L. Pender  
Notary Public  
My commission expires: 10/3/95

STATE OF NORTH CAROLINA -- COUNTY OF WAKE:

The foregoing certificate of Welda L. Pender, Notary Public, is certified to be correct. This certificate and this instrument are duly registered at the date and time and in the Book and Page shown on the first page hereof.

KENNETH C. WILKINS,  
Register of Deeds

By: William R. [Signature]  
Deputy/Assistant Register of Deeds

## EXHIBIT A

HUNTER'S KNOLL  
Phase Two & Phase Three, Section A & B

Lying and being in Neuse River Township, Wake County, North Carolina, and being more particularly described as follows:

TRACT 1: Phase Two: BEING all of the real property, containing 4.00 acres, more or less, shown on that certain plat entitled "SUBDIVISION PLAT, HUNTER'S KNOLL - PHASE TWO", prepared by Priest, Craven & Associates, Inc., and recorded in Book of Maps 1995, Page 6, Wake County Registry, which property includes Lots 134-146, inclusive, in HUNTER'S KNOLL Subdivision, Phase Two, as shown on the aforementioned recorded plat, to which plat reference is hereby made for a more particular description of same.

TRACT 2: Phase Three, Section A: BEING all of the real property, containing 10.97 acres, more or less, shown on that certain plat entitled "SUBDIVISION PLAT, HUNTER'S KNOLL - PHASE THREE, SECTION A", prepared by Priest, Craven & Associates, Inc., and recorded in Book of Maps 1995, Page 1, Wake County Registry, which property includes Lots 32-43, 45-46 and 76-97, inclusive, in HUNTER'S KNOLL Subdivision, Phase Three, Section A, as shown on the aforementioned recorded plat, to which plat reference is hereby made for a more particular description of same.

TRACT 3: Phase Three, Section B: BEING all of the real property, containing 9.26 acres, more or less, shown on that certain plat entitled "SUBDIVISION PLAT, HUNTER'S KNOLL - PHASE THREE, SECTION B", prepared by Priest, Craven & Associates, Inc., and recorded in Book of Maps 1995, Page 2, Wake County Registry, which property includes Lots 47-53 and 98-100, inclusive, in HUNTER'S KNOLL Subdivision, Phase Three, Section B, as shown on the aforementioned recorded plat, to which plat reference is hereby made for a more particular description of same.

## EXHIBIT A

HUNTER'S KNOLL  
Phase Two & Phase Three, Section A & B

Lying and being in Neuse River Township, Wake County, North Carolina, and being more particularly described as follows:

TRACT 1: Phase Two: BEING all of the real property, containing 4.00 acres, more or less, shown on that certain plat entitled "SUBDIVISION PLAT, HUNTER'S KNOLL - PHASE TWO", prepared by Priest, Craven & Associates, Inc., and recorded in Book of Maps 1995, Page 6, Wake County Registry, which property includes Lots 134-146, inclusive, in HUNTER'S KNOLL Subdivision, Phase Two, as shown on the aforementioned recorded plat, to which plat reference is hereby made for a more particular description of same.

TRACT 2: Phase Three, Section A: BEING all of the real property, containing 10.97 acres, more or less, shown on that certain plat entitled "SUBDIVISION PLAT, HUNTER'S KNOLL - PHASE THREE, SECTION A", prepared by Priest, Craven & Associates, Inc., and recorded in Book of Maps 1995, Page 1, Wake County Registry, which property includes Lots 32-43, 45-46 and 76-97, inclusive, in HUNTER'S KNOLL Subdivision, Phase Three, Section A, as shown on the aforementioned recorded plat, to which plat reference is hereby made for a more particular description of same.

TRACT 3: Phase Three, Section B: BEING all of the real property, containing 9.26 acres, more or less, shown on that certain plat entitled "SUBDIVISION PLAT, HUNTER'S KNOLL - PHASE THREE, SECTION B", prepared by Priest, Craven & Associates, Inc., and recorded in Book of Maps 1995, Page 2, Wake County Registry, which property includes Lots 47-53 and 98-100, inclusive, in HUNTER'S KNOLL Subdivision, Phase Three, Section B, as shown on the aforementioned recorded plat, to which plat reference is hereby made for a more particular description of same.

PK641380220

Drawn by & HOLD FOR:  
PERRY, PATRICK, FARMER & MICHAUX, P.A. (wp)

000213

THIS IS A  
FOR  
REGISTERED  
95 JUN 10 01 1:21

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

RESTRICTIVE COVENANTS  
FOR  
HUNTER'S KNOLL SUBDIVISION  
PHASE THREE, SECTION C

**RHEIN-RALEIGH-CHARLOTTE LIMITED PARTNERSHIP**, a North Carolina Limited Partnership (hereinafter "Declarant"), hereby declares that the Property described on **Exhibit A** attached hereto and made a part hereof, is and shall hereafter be held, transferred, sold and conveyed subject to the following restrictive covenants, which shall run with the Property, by whomsoever owned, to wit:

1. **LAND USE AND BUILDING TYPE.** All Lots shall be used for residential purposes. No structure 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 (2 1/2) stories in height, a private garage for not more than three (3) cars, and other out-buildings incidental to residential use of the Lot. Nothing herein shall be deemed to prohibit conversion of a Lot to a street.

2. **DWELLING SIZE.** The minimum heated square footage of a dwelling may not be less than 1500 square feet for a one-story dwelling and 800 square feet on the first floor of a two-story or two and one-half story dwelling.

3. **BUILDING SETBACKS; HOUSE LOCATION.** No dwelling shall be erected or maintained on any Lot outside of the building envelope shown on the recorded plat of the Property or as otherwise required or permitted by the zoning ordinance of the City of Raleigh. For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, carports and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the zoning ordinance of the City of Raleigh as it exists as of the date of issuance of a certificate of occupancy for such dwelling. Any dwelling erected on a Lot other than a corner lot shall face the street on which the Lot abuts. On corner lots, a dwelling may be erected so as to face the intersection of the two streets on which the Lot abuts.

4. **FENCES.** No fence or wall shall be erected on any Lot closer to any street than the front or side building setback line. Chain-link or other metal fencing is not permitted, except

that 2"x4" mesh may be used with split-rail fencing to contain animals within the yard. Any fence or wall installed within the subdivision must meet all requirements of the Raleigh Zoning Ordinance and must be approved as provided in Paragraph 18 of these Covenants. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or Lots, nor shall anything in this paragraph apply to any fence installed by the Declarant at any entrance to or along any street within the subdivision.

5. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.

6. PARKING; DRIVEWAYS AND PARKING PADS; ABANDONED VEHICLES. Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e., garage, driveway, carport or parking pad. No unenclosed parking shall be constructed or maintained on any Lot except a paved driveway and an attached paved parking pad, which pad shall be designed for the parking of not more than two (2) vehicles. Any driveway or parking pad constructed upon any Lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers.

No mobile house trailer (whether on or off wheels), vehicle or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), or commercial vehicle of any kind shall be parked on the street within the subdivision, nor shall any such vehicle be parked or kept on any Lot. Furthermore, no boat or boat trailer shall be parked on the street within the subdivision. A boat and/or boat trailer may be parked or kept on a Lot if it is parked or kept in such a manner that the vehicle is screened from the street. Screening may be either by fence or plantings, but, in any case, the screening must comply with the Raleigh Zoning Ordinance and be approved pursuant to Paragraph 18 of these Covenants. No tractor trailer trucks or cabs shall be parked on any street or Lot within the subdivision.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot in such manner as to be seen from any other Lot, any street within the subdivision or the Private Open Space, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot.

7. ANIMALS. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that dogs, cats, or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes.

8. NUISANCES; BUSINESS ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business trade or activity may be conducted on any Lot unless permitted by the Raleigh Board of Adjustments.

9. SIGNS. Except as otherwise required by the City of Raleigh, no sign of any kind shall be displayed to the public view on any Lot except signs used by Declarant to advertise Lots for sale during the construction and sales period, one sign of not more than ten (10) square feet advertising the property for sale or rent, and signs of not more than ten (10) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election.

10. ANTENNAS; SATELLITE DISHES OR DISCS. No radio or television transmission or reception towers, antennas, or discs shall be erected on a Lot other than a customary television or radio reception antenna, which shall not extend more than ten (10) feet above the top roof ridge of the house. In no event shall any satellite or other reception disc be permitted on any Lot (whether free-standing or on the roof of the house or any other structure), and in no event shall a free-standing transmission or receiving tower be permitted.

11. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the subdivision, except that small, inflatable wading pools shall be permitted.

12. MAILBOXES. No mailbox shall be placed or maintained on any Lot unless the same has been approved in accordance with the provisions of Paragraph 18 of these Covenants.

13. MAINTENANCE OF LOT; CONSTRUCTION. Each owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such Lot shall repair the damage and reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the owner may, at his option, either completely remove the damaged structure and landscape area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The owner of each Lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his Lot.

14. CLOTHESLINES. No clothesline may be erected or maintained on any Lot.

15. GARBAGE; UNSIGHTLY STORAGE. All trash and rubbish shall be kept in garbage cans stored behind the house in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to approved enclosure the night of the scheduled pickup.

16. SEPTIC TANKS; WELLS. No septic tank shall be installed, used or maintained on any Lot. No well shall be installed, used or maintained on any Lot for human domestic water consumption, nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling, which mains furnish domestic water from sources beyond the boundaries of the Lot.

17. REMOVAL OF TREES. Except in the case of an emergency situation that does not permit any delay, no living tree larger than 6" in diameter at a point measured 3' off the ground shall be removed from any Lot without the approval of the Declarant or, after Declarant no longer controls the homeowners association, the Board of Directors or its designated committee. The foregoing provision shall apply only to Lots which have been occupied pursuant to a certificate of occupancy issued by the City of Raleigh.

18. ARCHITECTURAL CONTROL. No building, fence, wall, driveway, parking pad, mailbox, or other structure shall be commenced, erected, maintained, or altered upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior finishes and colors, and location of the same shall have been submitted to and approved in

writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. If the Declarant fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, the plans and specifications shall be deemed to have been approved as submitted. Declarant may retain the services of a registered architect or engineer to review plans and specifications submitted pursuant to this Paragraph and shall have the right to charge a reasonable fee, not to exceed \$75.00, for receiving and processing each application. Any approval of plans and specifications by the Declarant shall not constitute or be construed as an approval by the Declarant of the structural stability, design, or quality of any building or improvement, or further constitute or be construed as approval by any governmental entity or to be a substitute for approval by the appropriate governmental agency.

Declarant may, at any time, delegate the review and approval authority contained in this Paragraph 18 to one or more persons or firms, who need not be owners of property within the subdivision, by recording in the Wake County Registry an Assignment Of Declarant's Rights. Such authority may be further delegated by the person(s) or firm(s) so appointed, or their successors, by recording such additional Assignments as are necessary. Any use of the term "Declarant" in this Paragraph 18 shall be deemed to apply to Declarant and, when appropriate, to any person(s) or firm(s) to whom architectural review and approval authority has been delegated. Nothing herein shall be construed to permit interference with the development of the Lots by Declarant in accordance with its general plan of development.

19. EXTERIOR MAINTENANCE. The owner of each Lot shall maintain the grounds and improvements on his Lot, including, but not limited to, plantings, landscaping and lawns, at all times in a neat and attractive manner.

20. EASEMENTS. Easements for the installation, maintenance and repair of utilities and drainage facilities are reserved as shown on the recorded plat. Within such easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a Lot shall be maintained continuously by the owner of such Lot, except for any such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold Lot or Lots by the recording of appropriate instruments in the Wake County Registry, and such instruments shall not be construed to invalidate any of these covenants.

Declarant reserves an easement in and right at any time in the future to grant a ten (10) foot right-of-way over, under and along the rear line of each Lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities, including water, sanitary sewage service and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five (5) foot right-of-way over, under and along the side lines of each Lot for the aforementioned purposes.

21. WETLANDS REGULATIONS. Portions of Lots 54R, 55R, 56R and 57 in Phase Three, Section C, of Hunter's Knoll Subdivision have been determined to meet the requirements for designation as a regulatory wetland. Any subsequent fill or alteration of this wetland shall conform to the requirements of state wetlands rules adopted by the State of North Carolina in force at the time of the proposed alteration. The intent of this restriction is to prevent additional wetland fill, so the property owner should not assume that a future application for fill will be approved. The property owner shall report the name of the subdivision in any application pertaining to said wetland rules. This restriction is intended to insure continued compliance with the wetland rules adopted by the State of North Carolina and therefore benefits and may be enforced by the State of North Carolina. This restriction is to run with the land and shall be binding on Declarant and any successor or assignee of Declarant, and all persons or entities claiming any interest in the aforementioned lots.

22. SUBDIVISION OF LOTS. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded map or plat, except by and with the written consent of the Declarant.

23. UNINTENTIONAL VIOLATIONS. Declarant, or the person(s) or firms to whom the architectural review and approval authority has been delegated pursuant to Paragraph 18 of these Covenants, may, but shall not be obligated to, waive any violation of the designated and approved building setback lines on any Lot, provided that, no waiver may be granted for a violation in excess of 25% of the applicable requirements. No such waiver shall be effective unless the Lot and all structures thereon are in full compliance with the applicable provisions of the Raleigh Zoning Ordinance or a variance has been obtained for such violation. Waivers shall be effective upon recording of same in the Wake County Registry.

24. STREET LIGHTING. Declarant reserves the right to subject the Property to a contract with Carolina Power & Light ("CP&L") for installation of street lighting, which requires a continuing monthly payment to CP&L by each residential customer.

25. ENFORCEMENT. 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 herein and enforcement shall be to either restrain violation and/or to recover damages resulting therefrom.

26. SEVERABILITY. Invalidation of any one or more 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.

27. TERM. These covenants shall run and bind the land and all owners thereof for a period of 25 years from the date these covenants are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These covenants may be amended during the first twenty-five year period by an instrument signed by the then-owners of not less than ninety percent (90%) of the Lots, and thereafter an instrument signed by then-owners of not less than seventy-five percent (75%) of the Lots.

28. HUNTER'S KNOLL HOMEOWNERS ASSOCIATION. The owners of Lots are Members of the Hunter's Knoll Homeowners Association, Inc., and are subject to and bound by the Declaration of Covenants, Conditions, and Restrictions For The Hunter's Knoll Homeowners Association, Inc., recorded in Book 6099, Page 20, Wake County Public Registry, as from time to time amended, which Declaration provides additional restrictions on such Lots.

29. DECLARANT. Nothing in these Covenants shall be construed to permit interference with the development of the Lots by Declarant so long as said development follows the general plan of development previously approved by the City of Raleigh. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant.

IN WITNESS WHEREOF, Declarant caused this instrument to be executed as of the 10<sup>TH</sup> day of January, 1995.

RHEIN-RALEIGH-CHARLOTTE LIMITED PARTNERSHIP,  
a North Carolina Limited Partnership

(Seal)

By: ROBERT C. RHEIN INTERESTS, INC.,  
a North Carolina corporation

(Corporate Seal)

By: Richard M. Westmoreland, Jr.  
Richard M. Westmoreland, Jr.  
Vice President

ATTEST:

Richard W. Moore  
Richard W. Moore  
Assistant Secretary



STATE OF NORTH CAROLINA - COUNTY OF WAKE:

I, Welda L. Pender, a Notary Public for said County and State, certify that RICHARD M. WESTMORELAND, JR., personally appeared before me this day and, being by me duly sworn, says and deposes that he is a Vice President of ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation and a General Partner of RHEIN-RALEIGH-CHARLOTTE LIMITED PARTNERSHIP, a North Carolina Limited Partnership, that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, that the said writing was signed and sealed by him and attested by Richard W. Moore as its Assistant Secretary in behalf of and as the act and deed of the corporation as General Partner of the partnership by authority duly given.

Witness my hand and official stamp and seal, this the 18<sup>th</sup> day of January, 1995.

WELDA L. PENDER  
Notary Public  
HARNETT COUNTY, NORTH CAROLINA  
My Commission Expires: June 3, 1995

Welda L. Pender  
Notary Public  
My commission expires: 4/3/95

STATE OF NORTH CAROLINA -- COUNTY OF WAKE:

The foregoing certificate of Welda L. Pender, Notary Public, is certified to be correct. This certificate and this instrument are duly registered at the date and time and in the Book and Page shown on the first page hereof.

KENNETH C. WILKINS,  
Register of Deeds

By: Meta N. Hans  
Deputy/Assistant Register of Deeds

JK6413FG0228

EXHIBIT A

HUNTER'S KNOLL  
Phase Three, Section C

Lying and being in Neuse River Township, Wake County, North Carolina, containing 2.82 acres (including property previously recorded as set forth below), and being more particularly described as follows:

TRACT 1: Lots 57, 58 and 104: Being all of Lots 57, 58 and 104 in HUNTER'S KNOLL Subdivision, Phase Three, Section C, as shown on a plat thereof recorded in Book of Maps 1994, Page 1120, Wake County Registry, as shown on the aforementioned recorded plat, to which plat reference is hereby made for a more particular description of same.

TRACT 2: Lots 54R, 55R and 56R: Being all of Lots 54R, 55R and 56R in HUNTER'S KNOLL Subdivision, Phase Three, Section C, as shown on a plat thereof recorded in Book of Maps 1994, Page 1622, Wake County Registry, as shown on the aforementioned recorded plat, to which plat reference is hereby made for a more particular description of same.

For informational purposes, Lots 57, 58, 104 and a portion of Lots 54R and 56R were previously shown, either in full or in part, as being part of Phase One, Section C, on the plat recorded in Book of Maps 1994, Page 494, Wake County Registry.

BK6178 PG0380

PRESENTED  
FOR  
REGISTRATION

Drawn by & HOLD FOR:  
PERRY, PATRICK, FARMER & MCDONALD, P.A. (AP)

94 JUN 23 AM 10:14

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

KENNETH C. WILKINS  
REGISTER OF DEEDS  
WAKE COUNTY  
RESTRICTIVE COVENANTS  
FOR  
HUNTER'S KNOLL SUBDIVISION  
PHASE ONE, SECTION C

**RHEIN-RALEIGH-CHARLOTTE LIMITED PARTNERSHIP**, a North Carolina Limited Partnership (hereinafter "Declarant"), hereby declares that the Property described on **Exhibit A** attached hereto and made a part hereof, is and shall hereafter be held, transferred, sold and conveyed subject to the following restrictive covenants, which shall run with the Property, by whomsoever owned, to wit:

1. **LAND USE AND BUILDING TYPE.** All Lots shall be used for residential purposes. No structure 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 (2 1/2) stories in height, a private garage for not more than three (3) cars, and other out-buildings incidental to residential use of the Lot. Nothing herein shall be deemed to prohibit conversion of a Lot to a street.

2. **DWELLING SIZE.** The minimum heated square footage of a dwelling may not be less than 1500 square feet for a one-story dwelling and 800 square feet on the first floor of a two-story or two and one-half story dwelling.

3. **BUILDING SETBACKS; HOUSE LOCATION.** No dwelling shall be erected or maintained on any Lot outside of the building envelope shown on the recorded plat of the Property or as otherwise required or permitted by the zoning ordinance of the City of Raleigh. For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, carports and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the zoning ordinance of the City of Raleigh as it exists as of the date of issuance of a certificate of occupancy for such dwelling. Any dwelling erected on a Lot other than a corner lot shall face the street on which the Lot abuts. On corner lots, a dwelling may be erected so as to face the intersection of the two streets on which the Lot abuts.

4. **FENCES.** No fence or wall shall be erected on any Lot closer to any street than the front or side building setback line. Chain-link or other metal fencing is not permitted, except that 2"x4" mesh may be used with split-rail fencing to contain animals within the yard. Any fence or wall installed within the

subdivision must meet all requirements of the Raleigh Zoning Ordinance and must be approved as provided in Paragraph 18 of these Covenants. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or Lots, nor shall anything in this paragraph apply to any fence installed by the Declarant at any entrance to or along any street within the subdivision.

5. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.

6. PARKING; DRIVEWAYS AND PARKING PADS; ABANDONED VEHICLES. Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e., garage, driveway, carport or parking pad. No unenclosed parking shall be constructed or maintained on any Lot except a paved driveway and an attached paved parking pad, which pad shall be designed for the parking of not more than two (2) vehicles. Any driveway or parking pad constructed upon any Lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers.

No mobile house trailer (whether on or off wheels), vehicle or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), or commercial vehicle of any kind shall be parked on the street within the subdivision, nor shall any such vehicle be parked or kept on any Lot. Furthermore, no boat or boat trailer shall be parked on the street within the subdivision. A boat and/or boat trailer may be parked or kept on a Lot if it is parked or kept in such a manner that the vehicle is screened from the street. Screening may be either by fence or plantings, but, in any case, the screening must comply with the Raleigh Zoning Ordinance and be approved pursuant to Paragraph 18 of these Covenants. No tractor trailer trucks or cabs shall be parked on any street or Lot within the subdivision.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot in such manner as to be seen from any other Lot, any street within the subdivision or the Private Open Space, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot.

7. ANIMALS. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that dogs, cats, or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes.

8. NUISANCES; BUSINESS ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business trade or activity may be conducted on any Lot unless permitted by the Raleigh Board of Adjustments.

9. SIGNS. Except as otherwise required by the City of Raleigh, no sign of any kind shall be displayed to the public view on any Lot except signs used by Declarant to advertise Lots for sale during the construction and sales period, one sign of not more than ten (10) square feet advertising the property for sale or rent, and signs of not more than ten (10) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election.

10. ANTENNAS; SATELLITE DISHES OR DISCS. No radio or television transmission or reception towers, antennas, or discs shall be erected on a Lot other than a customary television or radio reception antenna, which shall not extend more than ten (10) feet above the top roof ridge of the house. In no event shall any satellite or other reception disc be permitted on any Lot (whether free-standing or on the roof of the house or any other structure), and in no event shall a free-standing transmission or receiving tower be permitted.

11. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the subdivision, except that small, inflatable wading pools shall be permitted.

12. MAILBOXES. No mailbox shall be placed or maintained on any Lot unless the same has been approved in accordance with the provisions of Paragraph 18 of these Covenants.

13. MAINTENANCE OF LOT; CONSTRUCTION. Each owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such Lot shall repair the damage and reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the owner may, at his option, either completely remove the damaged structure and landscape area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The owner of each Lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his Lot.

14. CLOTHESLINES. No clothesline may be erected or maintained on any Lot.

15. GARBAGE; UNSIGHTLY STORAGE. All trash and rubbish shall be kept in garbage cans stored behind the house in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to approved enclosure the night of the scheduled pickup.

16. SEPTIC TANKS; WELLS. No septic tank shall be installed, used or maintained on any Lot. No well shall be installed, used or maintained on any Lot for human domestic water consumption, nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling, which mains furnish domestic water from sources beyond the boundaries of the Lot.

17. REMOVAL OF TREES. Except in the case of an emergency situation that does not permit any delay, no living tree larger than 6" in diameter at a point measured 3' off the ground shall be removed from any Lot without the approval of the Declarant or, after Declarant no longer controls the homeowners association, the Board of Directors or its designated committee. The foregoing provision shall apply only to Lots which have been occupied pursuant to a certificate of occupancy issued by the City of Raleigh.

18. ARCHITECTURAL CONTROL. No building, fence, wall, driveway, parking pad, mailbox, or other structure shall be commenced, erected, maintained, or altered upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior finishes and colors, and location of the same shall have been submitted to and approved in

writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. If the Declarant fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, the plans and specifications shall be deemed to have been approved as submitted. Declarant may retain the services of a registered architect or engineer to review plans and specifications submitted pursuant to this Paragraph and shall have the right to charge a reasonable fee, not to exceed \$75.00, for receiving and processing each application. Any approval of plans and specifications by the Declarant shall not constitute or be construed as an approval by the Declarant of the structural stability, design, or quality of any building or improvement, or further constitute or be construed as approval by any governmental entity or to be a substitute for approval by the appropriate governmental agency.

Declarant may, at any time, delegate the review and approval authority contained in this Paragraph 18 to one or more persons or firms, who need not be owners of property within the subdivision, by recording in the Wake County Registry an Assignment Of Declarant's Rights. Such authority may be further delegated by the person(s) or firm(s) so appointed, or their successors, by recording such additional Assignments as are necessary. Any use of the term "Declarant" in this Paragraph 18 shall be deemed to apply to Declarant and, when appropriate, to any person(s) or firm(s) to whom architectural review and approval authority has been delegated. Nothing herein shall be construed to permit interference with the development of the Lots by Declarant in accordance with its general plan of development.

19. EXTERIOR MAINTENANCE. The owner of each Lot shall maintain the grounds and improvements on his Lot, including, but not limited to, plantings, landscaping and lawns, at all times in a neat and attractive manner.

20. EASEMENTS. Easements for the installation, maintenance and repair of utilities and drainage facilities are reserved as shown on the recorded plat. Within such easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a Lot shall be maintained continuously by the owner of such Lot, except for any such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold Lot or Lots by the recording of appropriate instruments in the Wake County Registry, and such instruments shall not be construed to invalidate any of these covenants.

Declarant reserves an easement in and right at any time in the future to grant a ten (10) foot right-of-way over, under and along the rear line of each Lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities, including water, sanitary sewage service and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five (5) foot right-of-way over, under and along the side lines of each Lot for the aforementioned purposes.

The Declarant reserves for itself and the Hunter's Knoll Homeowners Association, Inc. (the "Association"), their successors and assigns, an easement on, over and across those portions of Lots 1 and 151 shown and designated as "L&S Easement" on the recorded plat of Hunter's Knoll, Phase One, Section A (Book of Maps 1993, Page 1555). This easement shall be for the purpose of installing and maintaining landscaping, signage and fences within the easement area. No fence, structure, driveway, planting, swing or other object shall be constructed or permitted to remain in such area, other than those installed by the Declarant, without the consent of the Declarant, or after Declarant no longer controls the Association, of the Association.

The Declarant reserves for itself and the Association, their successors and assigns, an easement on, over and across those portions of Lots 1, 2, 3 and 151 shown and designated as "10' Slope Easement" on the recorded plat of Hunter's Knoll, Phase One, Section A (Book of Maps 1993, Page 1555). This easement shall be for the purpose of installing and maintaining the berm, landscaping and fencing within the easement area. No fence, structure, driveway, planting, swing or other object shall be constructed or permitted to remain in such area, other than those installed by the Declarant, without the consent of the Declarant, or after Declarant no longer controls the Association, of the Association.

21. SUBDIVISION OF LOTS. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded map or plat, except by and with the written consent of the Declarant.

22. UNINTENTIONAL VIOLATIONS. Declarant, or the person(s) or firms to whom the architectural review and approval authority has been delegated pursuant to Paragraph 18 of these Covenants, may, but shall not be obligated to, waive any violation of the designated and approved building setback lines on any Lot, provided that, no waiver may be granted for a violation in excess of 25% of the applicable requirements. No such waiver shall be effective unless the Lot and all structures thereon are in full compliance with the applicable provisions of the Raleigh Zoning

Ordinance or a variance has been obtained for such violation. Waivers shall be effective upon recording of same in the Wake County Registry.

23. STREET LIGHTING. Declarant reserves the right to subject the Property to a contract with Carolina Power & Light ("CP&L") for installation of street lighting, which requires a continuing monthly payment to CP&L by each residential customer.

24. ENFORCEMENT. 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 herein and enforcement shall be to either restrain violation and/or to recover damages resulting therefrom.

25. SEVERABILITY. Invalidation of any one or more 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.

26. TERM. These covenants shall run and bind the land and all owners thereof for a period of 25 years from the date these covenants are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These covenants may be amended during the first twenty-five year period by an instrument signed by the then-owners of not less than ninety percent (90%) of the Lots, and thereafter an instrument signed by then-owners of not less than seventy-five percent (75%) of the Lots.

27. HUNTER'S KNOLL HOMEOWNERS ASSOCIATION. The owners of Lots within this subdivision are Members of the Hunter's Knoll Homeowners Association, Inc., and are subject to and bound by the Declaration of Covenants, Conditions, and Restrictions For The Hunter's Knoll Homeowners Association, Inc., to be recorded in the Wake County Public Registry, which Declaration provides additional restrictions on such Lots.

28. DECLARANT. Nothing contained in these Covenants shall be construed to permit interference with the development of the Lots by Declarant so long as said development follows the general plan of development previously approved by the City of Raleigh. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant.

IN WITNESS WHEREOF, Declarant caused this instrument to be executed as of the \_\_\_\_\_ day of June, 1994.

RHEIN-RALEIGH-CHARLOTTE LIMITED PARTNERSHIP,  
a North Carolina Limited Partnership

(Seal)



By: ROBERT C. RHEIN INTERESTS, INC.,  
a North Carolina corporation

(Corporate Seal)

By: Richard M. Westmoreland, Jr.  
Richard M. Westmoreland, Jr.  
Vice President

ATTEST: Richard W. Moore  
Richard W. Moore  
Assistant Secretary

-----  
STATE OF NORTH CAROLINA - COUNTY OF WAKE:

I, Tamela B. Gilmore, a Notary Public for said County and State, certify that RICHARD M. WESTMORELAND, JR., personally appeared before me this day and, being by me duly sworn, says and deposes that he is a Vice President of ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation and a General Partner of RHEIN-RALEIGH-CHARLOTTE LIMITED PARTNERSHIP, a North Carolina Limited Partnership, that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, that the said writing was signed and sealed by him and attested by Richard W. Moore as its Assistant Secretary in behalf of and as the act and deed of the corporation as General Partner of the partnership by authority duly given.

Witness my hand and official stamp or seal, this the 24<sup>TH</sup> day of May, 1994.

TAMELA B. GILMORE  
NOTARY PUBLIC  
WAKE COUNTY, NORTH CAROLINA  
My Commission Expires February 17, 1997

Tamela B. Gilmore  
Notary Public  
My commission expires: 2/17/97

-----  
STATE OF NORTH CAROLINA -- COUNTY OF WAKE:

The foregoing certificate of Tamela B. Gilmore Notary Public, is certified to be correct. This certificate and this instrument are duly registered at the date and time and in the Book and Page shown on the first page hereof.

KENNETH C. WILKINS,  
Register of Deeds

By: Deborah E. Nelson  
Deputy/Assistant Register of Deeds

BK6178PG0388

EXHIBIT A

HUNTER'S KNOLL  
Phase One, Section C

Lying and being in Neuse River Township, Wake County, North Carolina, and being more particularly described as follows:

BEING all of the real property, containing 9.08 acres, more or less, shown on that certain plat entitled "HUNTER'S KNOLL - PHASE ONE SECTION C", prepared by Priest, Craven & Associates, Inc., and recorded in Book of Maps 1994, Page 494, Wake County Registry, which property includes Lots 57-72 and 103-110, inclusive, in HUNTER'S KNOLL Subdivision, Phase One, Section C, as shown on the aforementioned recorded plat, to which plat reference is hereby made for a more particular description of same.