

BK 438-0358

NORTH CAROLINA :

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WAKE COUNTY :

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PROTECTIVE COVENANTS
RONDEAU WOODS SUBDIVISION
WAKE COUNTY

THIS DECLARATION made this 20th day of January, 1989, by the TRUSTEES OF THE RALEIGH PATHOLOGY LABORATORY ASSOCIATES, P.A. PROFIT SHARING PLAN AND TRUST AGREEMENT, hereinafter called "DECLARANT";

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration (herein the "Property") and is desirous of subjecting the Property to the protective covenants hereinafter set forth, each of which is for the benefit of the Property and for each owner thereof, shall inure to the benefit of and pass and run with the Property and each and every lot (herein a "Lot") or parcel thereof, and shall apply to and bind not only the owner but also the successors in interest of any owner thereof.

ARTICLE I

The Property which is, and shall be, held, transferred, sold and conveyed subject to the protective covenants set forth in the various articles of this declaration is located in the County of Wake, State of North Carolina, and is more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

ARTICLE II

The Property is subjected to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each Lot thereof, to protect the owners of Lots against such improper use of surrounding lots as will depreciate the value of their property, to preserve, so far as practicable, the natural beauty of the Property, to guard against the erection thereon of poorly designed or proportioned structures and

PREPARED BY AND
Return to: MANNING, FULTON & SKINNER (JD)
Post Office Box 20389
Raleigh, NC 27619-0389
File No. 01494 (16981)
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structures built of improper or unsuitable materials, to obtain harmonious color schemes, to insure the highest and best development of the Property, to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on lots, to prevent haphazard and inharmonious improvement of lots, to secure and maintain proper set-backs from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in the Property thereby enhancing the value of investments made by purchasers of lots.

ARTICLE III

No Lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed, or be permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars and an accessory building reasonably necessary to the use and enjoyment of the residential dwelling.

ARTICLE IV

No residence, garage, accessory building, other building, or mail box (all of the foregoing being herein referred to as an "Improvement" or the "Improvements") shall be erected, placed, or altered on any Lot until the building plans, specifications, and plot showing the location of such Improvement have been approved in writing by James R. Edwards (herein the "Declarant's Representative") as to appropriateness, as to conformity and harmony of external design with existing structures, if any, on the Property, and as to location of the Improvement with respect to topography and finished ground elevation. In the event that the Declarant's Representative shall be deceased or resign, all powers granted to the Declarant's Representative in these covenants shall be carried out by an architectural committee (herein the "Committee") composed of three persons designated and appointed by Declarant or his personal representative, heirs or devisees. In the event the Declarant (or, if applicable, the Committee) fails to approve or disapprove such

design or location within thirty days after said plans and specifications have been submitted, such approval will not be required and this covenant will be deemed to have been fully complied with. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE V

Except as otherwise expressly provided herein, no Improvement (except mail boxes) shall be located on any Lot nearer than fifty (50) feet to the front Lot line, provided however, that on corner lots abutting State Road 2007 no Improvement may be located less than twenty-five (25) feet from State Road 2007 or (except as to mail boxes) less than fifty (50) feet from Rondeau Woods Court. No Improvement shall be located nearer than ten (10) feet to an interior Lot line, and no Improvement shall be located nearer than twenty-five (25) feet to the rear Lot line of any Lot. For the purposes of this covenant, eaves, steps, chimneys and open porches shall not be considered as part of any Improvement, but this provision shall not be construed to permit any portion of an Improvement to encroach onto another Lot. Deviations of ten (10%) percent or less from the building line restrictions contained herein may be waived by written instrument to that effect, executed by the Declarant's Representative (or, if applicable, the Committee), and such instrument shall be a binding waiver on all owners of Lots at the time of waiver and all subsequent owners.

ARTICLE VI

No single-story, single-family residential structure which has an area of less than 2,500 square feet, exclusive of basements, porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any Lot, and no story and one-half, two-story or two and one-half story single family residential structure which has a ground floor area of less than 1,250 square feet, exclusive of basements, porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any Lot.

ARTICLE VII

Adequate off-street parking shall be provided by the owner of each Lot for the parking of motor vehicles owned by said owner, and no motor vehicle may be regularly parked upon the streets of the Property. The parking of trucks, campers, mobile homes, buses, boats, trailers and similar vehicles upon the streets of the Property or in front of the fifty (50) foot building set-back line described in Article V hereof is prohibited.

ARTICLE VIII

No house trailer, mobile home, modular mobile unit (whether single wide or double wide) or camper trailer or habitable motor vehicle may, for more than 48 hours, be placed, kept or stored on any Lot unless enclosed within a garage or other similar outbuilding permitted to be constructed.

ARTICLE IX

Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat, over the rear ten (10) feet of each Lot and over that area within five (5) feet of each side Lot line. Within these easements, no Improvement, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each Lot and all improvements on it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

The Declarant's Representative (or, if applicable, the Committee) reserves the right to subject the Property to a contract with Carolina Power and Light Company for the installation of underground electrical cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each Lot, and the

owners of the Lots shall be bound to pay their pro rata share of such expenses. The Declarant's Representative (or, if applicable, the Committee) reserves the right to subject the easement areas to use by any public or private utility and to prescribe and to have constructed, or to permit to be constructed, any drainage channel piping to effect proper drainage of the Property.

ARTICLE X

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to owners of Lots.

ARTICLE XI

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

ARTICLE XII

No sign of any kind shall be displayed to public view on any Lot or Improvement; provided, however, that the following signs shall be permitted: (1) one sign identifying the owner and the address; (2) one sign not exceeding six square feet advertising the Lot for sale or rent; (3) one sign used by a builder to advertise the Lot for sale during construction and during the period thereafter when the Lot is offered for sale, and (4) temporary signs publicizing or endorsing candidates for public office or support for a particular position on matters at issue in an upcoming local, state or national election, so long as such signs shall be posted no earlier than ninety (90) days before the election and removed within seven (7) days after the election, and so long as such signs do not obstruct the view of automotive and pedestrian traffic on the Property.

ARTICLE XIII

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial

purposes, and further provided that they do not constitute a nuisance or annoyance to the owners of other Lots.

ARTICLE XIV

No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Any such material which is located on a Lot may be located there only temporarily until it can be properly disposed of, and while located there shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

ARTICLE XV

Each owner shall keep his Lot, whether or not he has built on said Lot, free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance.

ARTICLE XVI

No antenna, satellite dish, or other device for the reception or transmission of radio, television, telephone or other electronic impulses shall be constructed or located on or about any Improvement on Lot except for a single television antenna to be located on the roof of the residence and to be used solely for the reception of VHF and UHF television transmissions. Deviations from this covenant may be waived by written instrument to that effect executed by Declarant (or, if applicable, the Committee) and such waiver shall be binding on owners of Lots at the time of waiver and all other owners thereafter.

ARTICLE XVII

No fences, mass plantings or gardens shall be permitted in the front yard of any Lot until a drawing showing the location and design of the fence, mass planting or garden has been approved in writing by the Declarant (or, if applicable, the Committee) as to conformity and harmony of design with existing structures and landscaping on the Property. In the event the Declarant (or, if applicable, the Committee) fails to approve or disapprove of the drawing within thirty (30) days after the drawing has been submitted, the drawing shall be deemed approved. The front yard as used herein shall be defined as that portion of the Lot

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between the line of the front of the residential dwelling (extended from side Lot line to side Lot line), and the street upon which the subject dwelling fronts. For purposes of this covenant, eaves, steps, chimneys and open porches shall not be considered as part of the dwelling.

ARTICLE XVIII

No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop, beauty shop or gift shop, shall be carried on upon any Lot.

ARTICLE XIX

Each Lot owner in said subdivision shall have a permanent easement and right of way for pedestrian and vehicular ingress and egress to that private road (herein the "Road") called Rondeau Woods Court as shown on Exhibit "B" attached hereto. The Road shall at all times be available for public service and emergency vehicles on official business or providing services to persons located on any Lot and for the guests, agents and invitees of the Lot owners.

ARTICLE XX

Each Lot owner for himself, his heirs, executors and assigns covenants and agrees to pay annually his pro rata share of the cost to maintain the Road, and to provide other reasonable and necessary public services, if not directly paid by the Lot owners, including but not limited to fire protection, police protection, and garbage collection. Said cost shall be determined by dividing the cost by the number of Lots and allocating the result as an assessment against each Lot. Each Lot owner's obligation hereunder shall commence immediately upon purchase of a Lot and shall apply to all expenses and cost incurred after the date of purchase. Two or more persons jointly owning a single Lot shall be construed to be one owner for purposes herein however. Each such joint owners shall be jointly and severally liable for the assessment against the Lot which they own. The determination of Lot owners for purposes of calculating the pro rata share with respect to maintenance costs shall be

BK 123.00365

made as of the date the services are rendered resulting in said costs. At such time as any public body shall undertake to maintain the Road and provide the other public services contemplated herein, the requirements of Article XX shall cease and terminate with respect to any public service or the Road maintenance taken over by any public body.

Each Lot owner, his or her successors and assigns, does hereby irrevocably appoint James R. Edwards as his or her attorney-in-fact with full power and authority, in his discretion, to pay expenses referred to in this Article, to determine the pro rata assessment of each Lot owner, to collect such assessment, to prosecute any action on behalf of the owners of Lots in the subdivision to collect any unpaid assessment from any other Lot owner when the same is not paid when due, and to do any and all things necessary to maintain the Road and to provide the necessary public services, including contracting for the maintenance and improvement of the Road, its ditches, drainage, surfacing, installation of culverts and storm drains, and the contracting with other necessary public service providers. This appointment shall be binding on all owners of Lots and by purchasing any Lot any purchaser irrevocably appoints James R. Edwards as his or her attorney-in-fact with the authority specified above. In the event of the death of the the attorney-in-fact or his resignation, the remaining owner or owners of Lots in the subdivision may appoint a successor attorney-in-fact, including one of them, to serve in his place and stead.

ARTICLE XXI

No Lot may be subdivided so as to produce a greater number of Lots or dwelling sites. More than one Lot maybe used as a single dwelling site.

ARTICLE XXII

All telephone, electric and other utility lines and connections between the main utility lines and the residential dwelling and other buildings on the Lots shall be concealed and located underground so as not to be visible.

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ARTICLE XXIII

These Protective Covenants shall inure to the benefit of, and pass and run with, the Property until January 1, 2014, at which time these Protective Covenants shall be automatically extended for a period of ten (10) years, unless after January 1, 2014, but not later than March 31, 2014, the owners of seventy-five percent (75%) of the Lots shall execute and record a document in the Office of the Register of Deeds, Wake County, North Carolina, agreeing to terminate these Protective Covenants; provided, however, that any such automatic termination of these covenants or any termination or amendment of these covenants by the Lot owners shall not terminate or impair in any manner the rights of Lot owners in Road or of the maintenance and assessment requirements of the Road until such time as the Road shall be dedicated to and maintained by a public body. It is the intention of the Declarant that until the Road shall be publicly maintained, the right of access to and the obligation of maintenance of the street shall be continuing.

ARTICLE XXIV

These Protective Covenants may be amended by Declarant without the joinder of any other party at any time prior to conveyance of the first Lot.

Thereafter these Protective Covenants may be amended by recording such amendment in the Office of the Register of Deeds, Wake County, North Carolina, executed by the owners of seventy-five percent (75%) of the Lots.

OK 423 40367

IN TESTIMONY WHEREOF, Declarant has caused this instrument to be executed by its duly authorized representatives the day and year first above written.

DECLARANT:

RALEIGH PATHOLOGY LABORATORY
ASSOCIATES, P.A. PROFIT SHARING
PLAN AND TRUST AGREEMENT

By: Dewey H. Pate
DEWEY H. PATE, Trustee

By: James R. Edwards
JAMES R. EDWARDS, Trustee

By: Gordon B. Legrand
GORDON B. LEGRAND, Trustee

By: D. Emerson Scarborough
D. EMERSON SCARBOROUGH, Trustee

By: Dana D. Copeland
DANA D. COPELAND, Trustee

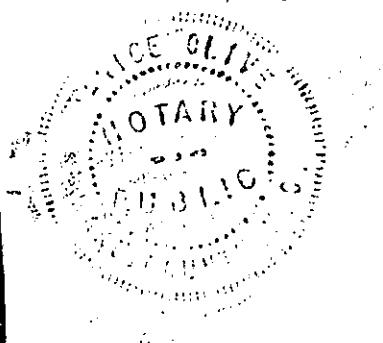
By: F. Walton Avery
F. WALTON AVERY, Trustee

NORTH CAROLINA :
WAKE COUNTY :

I, Jaince Oline, a Notary Public, certify that
DEWEY H. PATE, TRUSTEE personally appeared before me this day and
acknowledged the due execution of the foregoing instrument for the
purposes therein expressed.

Witness my hand and Notarial Stamp/Seal this 20th day of
January, 1989.

Jaince Oline
Notary Public
My Commission Expires: 8/25/91



DN-1-103-4368

NORTH CAROLINA :
WAKE COUNTY

I, Janice Oline, a Notary Public, certify that
JAMES R. EDWARDS, TRUSTEE personally appeared before me this day and
acknowledged the due execution of the foregoing instrument for the
purposes therein expressed.

Witness my hand and Notarial Stamp/Seal this 20th day of
January, 1989.

Janice Oline
Notary Public
My Commission Expires: 8/25/91

NORTH CAROLINA :
WAKE COUNTY

I, Janice Oline, a Notary Public, certify that
GORDON B. LEGRAND, TRUSTEE personally appeared before me this day and
acknowledged the due execution of the foregoing instrument for the
purposes therein expressed.

Witness my hand and Notarial Stamp/Seal this 30th day of
January, 1989.

Janice Oline
Notary Public
My Commission Expires: 8/25/91

NORTH CAROLINA :
WAKE COUNTY

I, Janice Oline, a Notary Public, certify that
D. EMERSON SCARBOROUGH, TRUSTEE personally appeared before me this day
and acknowledged the due execution of the foregoing instrument for the
purposes therein expressed.

Witness my hand and Notarial Stamp/Seal this 20th day of
January, 1989.

Janice Oline
Notary Public
My Commission Expires: 8/25/91

8K-628-0369

NORTH CAROLINA :
WAKE COUNTY :

I, Janice Oline, a Notary Public, certify that
DANA D. COPELAND, TRUSTEE personally appeared before me this day and
acknowledged the due execution of the foregoing instrument for the
purposes therein expressed.

Witness my hand and Notarial Stamp/Seal this 20th day of
January, 1989.

Janice Oline
Notary Public
My Commission Expires: 8/25/91

NORTH CAROLINA :
WAKE COUNTY :

I, Janice Oline, a Notary Public, certify that
F. WALTON AVERY, TRUSTEE personally appeared before me this day and
acknowledged the due execution of the foregoing instrument for the
purposes therein expressed.

Witness my hand and Notarial Stamp/Seal this 20th day of
January, 1989.

Janice Oline
Notary Public
My Commission Expires: 8/25/91

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate 5 of _____

Janice Oline Notar(y)(ies) 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 Kail C. Thorpe
Asst. Deputy Register of Deeds

BOOK 88 00370

EXHIBIT "A"

PROPERTY DESCRIPTION

Being all of lots one (1) through eight (8), inclusive,
of Rondeau Woods Subdivision as shown on that plat recorded
in Book of Maps 1989, page 82, Wake County Registry.

DK 1988 60371

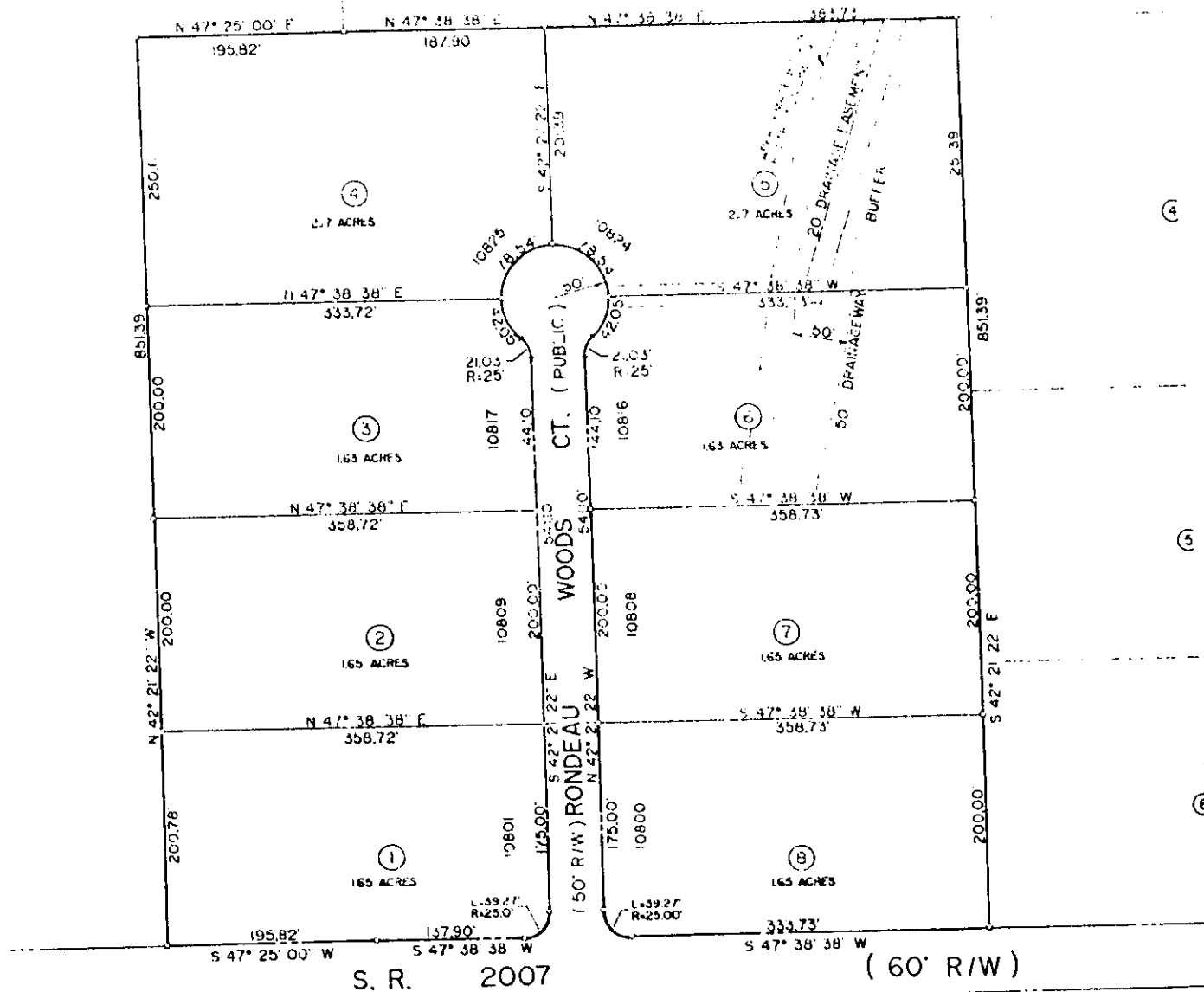
EXHIBIT "B"

(A)

M.B. 1986, PG. 264

(A)

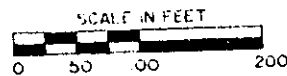
M.B. 1986, PG. 264



NOTE: FRONT CORNERS OF EACH LOT ARE REFERENCED BY AN IRON PIPE 50' DOWN EACH SIDE LINE.

NO BUILDING WILL BE PERMITTED WITHIN 20' OF A DRAINAGEWAY BUFFER.

ALL LOTS TO ACCESS THE INTERNAL ROAD, NO DRIVEWAYS WILL BE PERMITTED ONTO S.R. 2007.



NOTE

1989
OK 1988, PAGE 22 WAKE COUNTY REGISTRY.

VIEW COMMENTS REVISION BY	JOHN A. EDWARDS & COMPANY Consulting Engineers 333 Wade Ave., Raleigh, N. C. Phone (919) 828-4428	SCALE 1" = 100' FILE NO. & PAGE FILE NO. 88-59-2F C 1/3	DATE JULY 21, 1988 DRAWN BY RHK/JR CHECKED BY JAE/JR
			RONDEAU RALEIGH BARTON'S CREEK TOWNSHIP