

STATE OF NORTH CAROLINA
COUNTY OF WAKE

BOOK 3390 PAGE 798

THIS DECLARATION, made this 26th day of January, 1983, by
DAN C. AUSTIN and K. NEAL HUNT, of Wake County, North Carolina,
(hereinafter called "DECLARANT");

W I T N E S S E T H:

THAT WHEREAS, the DECLARANT is the owner of the real property
described in ARTICLE I of this Declaration and is desirous of
subjecting said real property to the protective covenants herein-
after set forth, each and all of which is and are for the benefit of
such property and for each owner thereof, and shall inure to the
benefit of and pass and run with said property, and each and every
lot or parcel thereof, and shall apply to and bind the successors
in interest and any owner thereof.

NOW, THEREFORE, the DECLARANT hereby declares that the real
property described in and referred to in ARTICLE I hereof is and shall
be held, transferred, sold, and conveyed subject to the protective
covenants set forth below:

ARTICLE I

The real property which is, and shall be held, transferred,
sold and conveyed subject to the protective covenants set forth in
the Articles of the Declaration is located in the Township of Raleigh,
County of Wake, State of North Carolina, and is more particularly
described as follows:

Being all of Lot Nos. 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B,
13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B, 17A, 17B, 18A, 18B,
19A, 19B, 19C, 20A, 20B, 21A, 21B, 22A, 22B, 23A, 23B, 24A,
24B, 25A, 25B, 26A, 26B, 27A, 27B, 28A, 28B, 29A, 29B, 30A,
30B, 31A, 31B, 34A, 34B, 35A, 35B, 35C, 36A, 36B, 37A, 37B,
38A, 38B, 39A, 39B, 40A, 40B, 41A, 41B, 42A, 42B, 43A, 43B,
44A, 44B, 45A, 45B, 46A, 46B, 47A, 47B, 48A, 48B, according
to plat entitled "Hunters Crossing, Hunt-Austin Building
Company-Developer, Raleigh, Wake County, North Carolina",
dated January 16, 1983, prepared by Bass, Nixon & Kennedy,
Inc., Consulting Engineers and recorded in Book of Maps 1983,
Page 125, Wake County Registry, North Carolina.

ARTICLE II

PURPOSE. The real property described in ARTICLE I hereof is
subjected to the protective covenants and restrictions hereby
declared to insure the best use and the most appropriate development

ST. NEAL HUNT, JR.
REGISTERED DEEDS
WAKE COUNTY, NC

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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 said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on 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 said property, and thereby to enhance the values of investments made by purchasers of lots therein. Additional lots in Hunters Creek II Subdivision may be subjected to these covenants by appropriate reference to this Declaration.

ARTICLE III

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. Except as hereinafter provided, no building shall be erected, altered, placed or permitted to remain on any lot other than two attached single family dwellings not to exceed 2 1/2 stories in height and a private garage for not more than two cars. Provided, however, three attached single family dwellings may be erected on Lots 19 and 35.

ARTICLE IV

DWELLING AREA. No dwelling shall be permitted on any building unit which dwelling has a floor area exclusive of basement, porches, garages and storage areas, of less than 1000 finished square feet unless the same is approved in writing by the Declarant.

ARTICLE V

SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

ARTICLE VI

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 30 feet, provided, however, that on a corner lot, a dwelling may be located not nearer than 20 feet to one street if same is at least 30 feet from the other street. No building shall be located nearer than ten (10) feet to an interior lot line except that a five (5) foot side yard shall be permitted for a garage or other permitted accessory building. For the purpose of this covenant, eaves and steps shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. DECLARANT reserves the right to waive minor violations of the set back and side line requirements set forth in this paragraph. (Violations not in excess of ten (10%) percent of the minimum requirements shall be deemed minor.)

ARTICLE VII

ARCHITECTURAL APPROVAL. In order to insure and implement the aims and objectives set forth in ARTICLE II hereof, the DECLARANTS, or their duly designated representative, reserve the right and authority to approve or disapprove architectural plans of proposed construction and the location of improvements on each lot described in ARTICLE I herein. This shall include but not be limited to storage buildings, fences, etc.

ARTICLE VIII

DESTRUCTION BY FIRE OR OTHER CASUALTY. As a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they will contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability or negligence or willful acts of omission.

ARTICLE IX

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, 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 in 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. Drainage easements may be relocated from time to time by the owners of the respective lots to accomodate improvements on such lots or the addition of adjacent area to such lots, provided that the relocation of any drainage easement does not thereby adversely affect the drainage of any other lot, or affect the location of a drainage easement on any other lot. Such relocated easements shall be the same width as the original easements.

ARTICLE X

NUISANCES. 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 trade materials or inventories may be stored upon the premises and no trucks, tractors or inoperable automobiles may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot.

ARTICLE XI

TEMPORARY STRUCTURES. No trailer, tent, shack, barn or other

outbuilding except architectural approved storage buildings and a garage for not more than two (2) automobiles shall be erected or placed on any lot covered by these covenants. No detached garage shall at any time be used for human habitation temporarily or permanently.

ARTICLE XII

EASEMENTS FOR ENCROACHMENT. All lots upon which a duplex or triplex is constructed shall be subject to easements for encroachment of initial improvements constructed on adjacent lots to the extent that such initial improvements actually encroach. If any encroachment shall occur subsequent to construction as a result of settling or shifting of any building or as a result of permissible repair or reconstruction, there is hereby created a valid easement for such encroachment and for the maintenance of same.

ARTICLE XIII

PARTY WALLS, ROOFS AND FOUNDATIONS. All party walls, roofs, and foundations which contribute to the structural support of adjacent lots within the same building shall be burdened with an easement of structural support for the benefit of the adjacent dwelling unit.

ARTICLE XIV

COST OF REPAIR, MAINTENANCE OR RESTORATION. The cost of repair, maintenance or restoration of all party walls, roofs and foundations shall be shared by the adjacent owners in proportion to the use by the respective owners, except that the general rules of law regarding liability shall apply where there exists negligence or willful acts or omissions by one party. Every owner shall have an easement and right of entry upon the lot of the adjacent owner to the extent reasonably necessary to perform such repair, maintenance or restoration. Upon completion, the owner shall restore the adjacent lot or lots to as near the same condition as that which prevailed prior to commencement of the work as is reasonably practicable.

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ARTICLE XV

NEGLIGENCE BY OWNER OR AGENT. Any owner or agent of owner, who by his negligent or willful act, causes a party wall, roof, foundation or foundation wall to be exposed to the elements shall bear the whole cost of finishing the necessary protection against such elements.

ARTICLE XVI

RIGHT OF CONTRIBUTION. The right of any owner to contribution from any other owner shall be appurtenant to the land and shall pass to each owner's successor in title. If any owner desires to sell his property, he may, in order to assure a prospective purchaser that no adjoining owner has a right of contribution as provided herein, request of the adjoining property owner or owners or any one of them a certification that no right of contribution exists; whereupon it shall be the duty of each adjoining property owner to make such certification without charge immediately upon request; provided, however, that where the adjoining property owner claims a right of contribution, the certification shall contain a recital of the amount claimed. In the event a property owner refuses or neglects to do so, it shall be deemed a waiver of his right of contribution.

ARTICLE XVII

JOINT DRIVEWAY AND PARKING EASEMENTS. Any joint driveway and parking easements shown on the aforesaid recorded map are for the adjacent owners. The cost, maintenance and repair of said joint driveway and parking easements shall be shared by the adjacent owners equally, except that the general rules of law regarding liability shall apply where there exists negligence or willful acts or omissions by one party. Each adjoining property owner shall furnish a certification that no right of contribution exists as provided in ARTICLE XVI above. Every adjoining owner shall have an easement and right of entry over the joint driveway and parking easements for ingress, egress and parking as well as for performing repair, maintenance and restoration.

ARTICLE XVIII

CHANGING OF COLOR OF EXTERIOR WALLS. The owner of a duplex or triplex unit may not change the color of the exterior walls of his dwelling unit or the color of his roofing without the written consent of the owner or owners of the other dwelling unit or units of the building; nor shall the owner of a duplex or triplex unit change the finish of the exterior walls of his dwelling unit from paint to stain or from stain to paint without the written consent of the owner or owners of the other dwelling unit or units of the building.

ARTICLE XIX

ANIMALS. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

ARTICLE XX

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

ARTICLE XXI

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

ARTICLE XXII

SEVERABILITY. Invalidity of any one of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and

shall not prevent the enforcement of such covenant or covenants in the future.

ARTICLE XXIII

UNDERGROUND ELECTRIC CABLES. The Declarant reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power & Light Company by the owner of each building.

IN TESTIMONY WHEREOF, the DECLARANTS have hereunto set their hands and seals, all as of the day and year first above written.

Dan C. Austin (SEAL)
Dan C. Austin

K. Neal Hunt (SEAL)
K. Neal Hunt, Declarant

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Dan C. Austin and K. Neal Hunt, each, personally appeared before me and acknowledged the due execution of the foregoing Declaration.

WITNESS my hand and seal this 2nd day of February 1983.



W. Lee Howell Jr.
Notary Public

My commission expires: 7-16-85

NORTH CAROLINA — WAKE COUNTY
The foregoing certificate _____ of W. Lee Howell Jr.

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.

R. B. MCKENZIE, JR., Register of Deeds

Charles A. Ballen
Deputy Register of Deeds