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POYNER & SPRUILL, ATTYS.
 P.O. BOX 10056
 RALEIGH, NC 27605
 REGISTRATION

NORTH CAROLINA

000193

PLANTERS WALK

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WAKE COUNTY

ASHEBROOK SECTION

KENNETH C. MCKINLEY
 REGISTER OF DEEDS
 WAKE COUNTY

THIS DECLARATION, made this 5th day of December,
 1994, by RALEIGH FEDERAL SAVINGS BANK, a North Carolina corporation
 with its principal office in 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
 hereinafter 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 an 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 in the various articles of this
 Declaration.

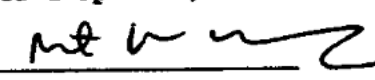
ARTICLE I

The real property which is, and shall be held,
 transferred, sold and conveyed subject to the protective covenants
 set forth below is located in the County of Wake, State of North
 Carolina, and is more particularly described on Exhibit A attached
 hereto and by this reference made a part hereof.

No property other than that described above shall be
 deemed subject to this Declaration until specifically made subject
 hereto.

The Declarant may from time to time, subject additional
 real property to the protective covenants and restrictions herein
 set forth by appropriate reference hereto.

This instrument is being re-recorded pursuant to G.S. 47-36.1, as amended to
 correct a typographical error in Exhibit A attached hereto.
 Poyner & Spruill, L.L.P.

By: 

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RECORDED
 02 DEC 11 1994
 KENNETH C. MCKINLEY
 REGISTER OF DEEDS
 WAKE COUNTY

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ARTICLE II

The real property described in Article I hereof is hereby 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 and will tend to depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereof 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 location thereof on lots; to prevent haphazard and inharmonious improvements 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 said property, and thereby enhance the values of investments made by purchasers of lots therein.

ARTICLE III

No lot shall be used except for 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 stories in height (exclusive of basement and attic) and a private garage for not more than three cars, which garage may contain servants quarters.

ARTICLE IV

No building, mail box, outside lighting, newspaper box, screen planting, fence, or other improvements shall be erected, placed or altered on any lot in said development until the provisions of Article VII of the Declaration of Covenants and Restrictions of the Planters Walk of Knightdale Community Association recorded in Book 4205, Page 623, Wake County Registry have been complied with.

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ARTICLE V

No dwelling shall be erected on any lot nearer to the front lot line than 30 feet, nor nearer to the side line than 10 feet; provided however, that on corner lots the dwelling may be located not nearer than 20 feet to one street if the same is at least 30 feet from the other street. For the purpose of this covenant, eaves shall not be considered a part of the dwelling, provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot.

ARTICLE VI

All dwellings constructed on lots in this subdivision shall have an enclosed finished heated area of the main structure, exclusive of basements, attics, open porches, breezeways and garages of at least 1,400 square feet.

ARTICLE VII

No lot or combination of lots shall be re-subdivided in such a manner that will result in there being more than the present number of lots shown on said recorded plat.

ARTICLE VIII

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. 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. Each lot owner shall provide receptacles for garbage in any area not visible from the front of the dwelling located on each lot.

ARTICLE IX

No mobile home or trailer, shall be erected or placed on any lot covered by these covenants. A storage shed or barn (or both) may be permitted on a lot after a plot plan showing the location and the plans and specifications or a photograph have been

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approved in accordance with Article IV above. No metal shed or barn shall be permitted. Travel trailers or other recreational vehicles may be parked behind the dwelling on any lot covered by these covenants by the owners of such lot but such trailers or other vehicles may not be used as a residence either permanently or temporarily.

ARTICLE X

No animals, livestock or poultry of any kind shall be raised or kept on any lot, except that dogs, cats or other household pets may be kept on lots provided that said animals are not kept or maintained for any commercial purpose.

ARTICLE XI

No fence, wall, hedge, or mass planting shall be permitted to extend nearer to the front lot line than the rear of the main dwelling located on the lot, nor nearer a side street than the main dwelling except upon approval in accordance with Article IV above. All fences and walls shall be subject to approval in the same manner as provided for other improvements in Article IV above.

ARTICLE XII

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner and no parking will be permitted on the streets.

ARTICLE XIII

An easement is reserved, as shown on the recorded map and over the rear 5 feet of each lot and over a strip 5 feet in width along the side lines of each lot for the installment of utilities and drainage facilities, provided, however, if any lot is recombined as permitted by these covenants, the sideline easements reserved hereby shall automatically shift to the new resulting lot line.

ARTICLE XIV

In the event that a dwelling is constructed nearer to the adjacent lot line than is permitted by these restrictive covenants, such violation may be waived by the execution and recording in the Wake County Registry of an instrument in writing signed by the

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Declarant, and by the owners of the adjacent lot on the side on which the violation occurs. Declarant reserves the right to waive violations not in excess of 10% of the front and side street lot line setback requirements. Upon the execution and recordation of such waiver or waivers, such violations shall not thereafter be deemed existing.

ARTICLE XV

Declarant reserves the right to subject said property to a contract with Carolina Power and 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 and Light Company by the Owner of each Lot.

ARTICLE XVI

No hunting or trapping shall be permitted on any lot covered by these covenants.

ARTICLE XVII

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2008, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots covered by these covenants, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing or to recover damages or other dues for such violation.

ARTICLE XVIII

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of

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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.

IN WITNESS WHEREOF, RALEIGH FEDERAL SAVINGS BANK has caused this instrument to be signed in its corporate name by its President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given, the day and year first above written.



RALEIGH FEDERAL SAVINGS BANK

BY

David L. Pannik
President

Assistant Secretary

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public in and for the County and State aforesaid, do hereby certify that DAVID L. PANNIK personally appeared before me this day and acknowledged that he is Assistant Secretary of RALEIGH FEDERAL SAVINGS BANK, a corporation and by authority duly given and as the act and deed of the corporation, the foregoing instrument as signed in its name by its Exec Vice President, sealed with its corporate seal and attested by himself as its Assistant Secretary.

WITNESS my hand and notarial seal this 6 day of Dec, 1994.

David L. Pannik
Notary Public

My commission expires:

4-7-96

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of

David B. Townsend
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

Kenneth C. Wilkins
Deputy Register of Deeds

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EXHIBIT A *rw*

Being all of Lots 19, 20, 21, 22, 23, 24, 25, ²⁶~~126~~, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42 and 43 according to plat entitled "Ashebrook at Planters Walk - Phase One - Part "A", dated October, 1994, prepared by Scott & Co., Registered Land Surveyors and recorded in Book of Maps 1994, Page 1664, Wake County Registry.