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STATE OF NORTH CAROLINA
COUNTY OF WAKE

REGISTRATION
89 JUN 27 AM 9:40
KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

Forest H. Broughton
4105 Jane Lane
Raleigh, N.C. 27604
**PROTECTIVE COVENANTS OF
LOTS 1-22, HUNTER ESTATES
BOOK OF MAPS 1989, PAGE 566**

KNOW ALL MEN BY THESE PRESENTS: That Forest H. Broughton and Billie P. Broughton does hereby agree and covenant with all persons, firms or corporations now owning or hereafter acquiring any property in the area hereinafter described that lots 1 through 22 of Hunter Estates, according to map recorded in Book 1989, page 566, Wake County Registry, are hereby subjected to the following restrictions as to the use thereof, which shall run with said property by whomsoever owned, to wit.

1. **BUILDING UNIT.** A building unit shall consist of each lot shown as lots 1 through 22 on a map of Hunter Estates, as record in Book of Maps 1989, page 566, Wake County Registry. The owners of said lots or building units may vary the line of said lots, but except as might be otherwise provided herein, shall not resubdivide the lots in such manner that the number of lots within the subdivision will be increased.

2. **LAND USE AND BUILDING TYPE.** No building unit shall be used except for residential purposes and no part of said property shall be used for business, manufacturing or commercial purposes. No part of any lot or building unit shall be used for street purposes except with the prior written approval of Forest H. Broughton and Billie P. Broughton, their heirs or assigns, or by such person or persons as they shall in writing designate. No building shall be erected, altered, placed or permitted to remain on any building unit other than one detached single-family dwelling not to exceed 2-1/2 stories in height, a private garage for not more than three cars and out-buildings incidental to residential use provided, however, that no buildings other than the dwelling shall be allowed except with the prior approval of Forest H. Broughton and Billie P. Broughton, or by such person or persons as they shall designate in writing, and if it shall comply with Paragraph 5 of these protective covenants.

3. **DWELLING SIZE.** No dwelling shall be permitted on any building unit which dwelling has a total finished heated living area of less than 2500 square feet for 2-story houses and 2000 square feet for 1 and 1-1/2 story houses. For purposes of these covenants, basements, porches, garages, and storage areas shall not be considered as a part of the finished heated living area.

4. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line than 60 feet nor nearer to any side street line than 30 feet. No building or structure shall be located nearer than 15 feet to an interior lot line, provided that a 5-foot side yard shall be permitted for a garage or other permitted accessory building located 100 feet or more from the front lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of any building, but this may not be construed to permit any portion of a building or building unit to encroach on another building unit.

5. **ARCHITECTURAL APPROVAL.** In order to maintain architectural beauty in this subdivision, and to guard against the erection therein of poorly placed, designed or proportional structures, no building shall be erected, altered, or permitted to remain on any building unit until a plot plan showing the location of said building on the lot and the plans and specifications showing the type and exterior lines thereof have been submitted to and approved in writing by Forest H. Broughton and Billie P. Broughton, or by such person or persons as they shall in writing designate. In the event Forest H. Broughton and Billie P. Broughton or the person or persons designated by them fails to approve or disapprove such design or location within 30 days after said plans and specifications have been submitted as herein required, such approval will not be required and this covenant shall be deemed to have been full complied with. All dwellings shall be constructed with brick or approved siding.

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6. **PROHIBITED STRUCTURES.** Mobile homes, shell homes, modular homes, precut, pre-assembled and package homes and all other similar type buildings are expressly prohibited on any lot in the subdivision, except that Forest H. Broughton and Billie P. Broughton or such person as they shall in writing designate, may without being required to do so, approve a home or other out-building on any lot with some of its components being precut.

7. **WAIVER OF VIOLATIONS.** Forest H. Broughton and Billie P. Broughton or someone designated by them in writing shall have absolute authority to waive minor violations of Paragraph 3 and 4 of these restrictions. A minor violation of these restrictions shall be construed to mean not more than ten (10%) per cent.

8. **EASEMENTS.** Easements for installation and maintenance of utility and drainage facilities and infiltration areas are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 5 feet on each side line unless shown in excess of such distances on the recorded plat, in which case the plat shall control. Within these easements, no structure, fence, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, 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 easements. 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.

9. **NUISANCES.** Non noxious or offensive 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 boats, campers, trucks, abandoned cars, mobile homes or trailers shall be placed or permitted to remain on a street or in front of any dwelling constructed on the property.

10. **TEMPORARY STRUCTURES.** No structure of a temporary kind, trailer, mobile home, basement, tent, shack, garage, barn or other out-building shall be used on any lot at anytime as a residence, either temporary or permanently. A boat or recreational vehicle, or one of each, may be placed on the lot, provided that any and all of such vehicles shall be screened from view of the streets and from adjoining properties, and provided that no such vehicle shall be occupied by any person, either temporarily or permanently.

11. **PETS.** No animals, livestock or poultry shall be bred or maintained for commercial purposes, and no pet shall be kept or allowed to remain on any lot if they become an annoyance or a nuisance to the neighborhood. If lot size is 2 acres or more a horse barn may be built and horses housed as long as they do not propose a nuisance or annoyance to neighbors.

12. **TERM.** These covenants shall run with the land and be binding upon all parties and persons claiming under them for a period of 30 years from the date these covenants are recorded. After such time, said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change or terminate said covenants in whole or in part.

13. **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 covenants, either to restrain violation or to recover damages.

14. **SEVERABILITY.** Invalidity of any one of these covenants or any part thereof by judgment or court order shall in no wise 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 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.

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15. ELECTRICITY. The developer reserves the right to subject the real property in this subdivision 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 & Light Company by the owner of each building unit.

16. UNLICENSED MOTOR VEHICLES. Motorized vehicles shall be operated only upon the paved portion of streets within the subdivision or driveways of individual lots. No unlicensed motor vehicles with motor in excess of 3 1/2 HP shall be operated at anytime upon the streets, shoulders, or any other place within the subdivision.

HUNTER ESTATES

Robert H. Broughton
Owner of Hunter Estates

Billie P. Broughton
Owner of Hunter Estates

Kenneth W. Dutz
Owner of Lot # 4

Debra B. Dutz
Owner of Lot # 4

NORTH CAROLINA
COUNTY Wake

I, Mary Vic Broughton, Notary Public of Wake County, do hereby certify that Robert H. Broughton, Billie P. Broughton, Kenneth W. Dutz, and Debra B. Dutz personally appeared before me this day and acknowledged the due execution of the foregoing instrument, Witness my hand and seal this 12th day of June, 1989.



Mary Vic Broughton
Notary Public

My Commission Expires: 12-30-89

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate _____ of _____

Mary Vic Broughton
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 Dail C. Sharpe
Asst./Deputy Register of Deeds