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PRESENTED FOR REGISTRATION

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R.B. MORELOCK, JR. REGISTER OF DEEDS WAKE COUNTY, N.C.

STATE OF NORTH CAROLINA

COUNTY OF WAKE

PROTECTIVE COVENANTS

THIS DECLARATION, made this 24 day of March, 1983, by RAP, INC., a North Carolina corporation, hereinafter called "Declarant";

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the owner of the real property desribed in Article I of this Declaration and is desirous of subjecting 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 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 this Declaration is located in the County of Wake, State of North Carolina, and is more particularly described as follows:

BEING all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and 37, Section One, Hunter's Landing Subdivision as shown on plat recorded in Book of Maps 1983, Page 174, Wake County Registry.

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 and improvements 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 porportioned 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 prevent haphazard and inharmonious improvement on lots; to secure and maintain proper setbacks from street, and adequate free spaces between structures, and in general to provide adequately for a high type and qualify of improvements in said property and thereby to enhance the values of investments made by purchasers of lot threin.

ARTICLE II

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, except that nothing herein shall preclude the use of any lot as the well site for a community water system or for use in providing a recreational area for the lot owners as a group. No building 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 stories in height and a private garage for not more than three cars.

ARTICLE III

SITE AND PLAN APPROVAL. No building, fence, swimming pool, or any other structure shall be erected, placed or altered on any premises in said development until the building plans, specifications, and plot showing the location of such improvements, have been approved in writing as to conformity and harmony of external design with existing improvements in the development, and as to location of the improvements with respect to topography and finished ground elevation by an architectural committee (the Architectural Committee) composed of three persons designated and appointed by Declarant or its assigns. In the event said committee fails to approve or disapprove such design or location within sixty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such improvements or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE IV

DWELLING SIZE AND DRIVEWAYS. Except with the prior written approval of the Architectural Committee, no single-story residential structure which has an heated area of less than 1800 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any lot; no story and one-half, residential structure which has a heated area of less than 1900 square feet, exclusive of porches, breeze-ways, steps and garages; shall be erected or placed or permitted to remain on any lot; no two story residence exclusive of porches, breeze-ways, steps and garages which has a heated area of less than 2,100 square feet and no split-level residential structure which has a living area of less than 1700 square feet, exclusive of basement or unfinished area. All driveways shall be paved (concrete or asphalt) from street to each house including parking areas. An exception for gravel drive-ways will be allowed, at the sole discretion of the Architectural Committee, provided the apron from the street to the property line is paved with asphalt or concrete and is the same width as the driveway. Declarant reserves the right to waive in writing any minor violation of this Articles of this Declaration, and for purposes hereof, any violation which does not exceed 10% shall be considered a minor violation.

ARTICLE V

BUILDING LOCATION: No building shall be located on any lot nearer to the front line than 75 feet or nearer to the rear line than 30 feet, or nearer to the side street than 30 feet in the case of a corner lot. The Architectural Committee may for good cause waive a violation of the set back requirement provided for herein. This waiver shall be in writing and recorded in the Wake County Registry. A document executed by the Architectural Committee shall be, when recorded, conclusive evidence that the requirements

of this paragraph have been complied with. No building or garage shall be located nearer than 20 feet to an interior lot line. No other permitted accessory building shall be located nearer than 15 feet to an interior lot line or nearer than 50 feet from the minimum building setback line. For the purpose of this covenant, eaves, steps, chimneys and stoops shall not be considered a part of the 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 in writing any minor violation of this Article of this Declaration and for purposes herof, any violation which does not exceed 20% shall be considered a minor violation.

ARTICLE VI

LOT, AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width less than 100 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 40,000 square feet. Declarant reserves the right to waive in writing any minor violation of this Article of this Declaration and for purposes hereof, any violation which does not exceed 10% shall be considered a minor violation.

ARTICLE VII

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities 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 recorded plat, in which case the plat shall control. 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 and drainage facilities, or which may change the direction of flow or 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.

ARTICLE VIII

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 of nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises. No trade materials or inventories 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 IX

TEMPORARY STRUCTURES. Except with the prior written consent of the Architectural Committee no trailer, tent, shack, barn, or other outbuilding, except a private garage for not more than three cars, shall be erected or placed on any lot covered by these covenants. Except with the prior consent of the Architectural Committee, no detached garage shall at any time be used for human habitation temporarily or permanently.

ARTICLE X

FENCES. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line or within 50 feet of any street right of way line established herein except upon approval by the Architectural Committee. No chain link fence shall be used without the prior written approval of the Architectural Committee.

ARTICLE XI

ACCESSORY BUILDINGS. No accessory building of any nature whatsoever (including but not limited to detached garage, storage buildings, dog houses, greenhouses) shall be placed on any lot without the prior written approval of the Architectural Committee, with said Committee to have the sole discretion relating to the location and type of accessory building which shall be permitted on any lot.

ARTICLE XII

APPEARANCE. Each Owner shall keep his building site free of tall grass, undergrowth, dead trees, trash and rubbish and property maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his building site as above provided, in the opinion of the Architectural Committee, then Declarant may have the required work done and the costs thus incurred shall be paid by the Owner.

ARTICLE XIII

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

ARTICLE XIV

PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of motor vehicles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the development. Owners of lots shall not be permitted to park boats, trailers, campers and all other similar property on the streets in the development, and such property shall be parked in a garage or screened area.

ARTICLE XV

UNDERGROUND UTILITIES AND STREET LIGHTING. Declarant reserves the right to subject the real property described hereinabove to a contract with Carolina Power & Light Company for the installation of underground electric cables and the installation of street lighting, either or both of which may require a continuous monthly charge to the owner of each building lot. Upon acceptance of a deed to a lot, each owner agrees to pay to Carolina Power and Light Company the continuing monthly payment therefor as approved by the North Carolina Utilities Commission or other appropriate government authorities. Declarant reserves the right to contract on behalf of each lot with Carolina Power and Light Company, or its successors and assigns, for street lighting service. Upon acceptance of a deed to a Lot, each Owner agrees to pay to Carolina Power and Light Company the continuing monthly payment therefor as approved by the North Carolina Utilities Commission, or its successor or other appropriate governmental authority.

ARTICLE XVI

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 XVII

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 XVIII

SEVERABILITY. Invalidation of any own of these covenants or any part thereof by judgment or court order in no ways affects 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 covenants or covenants in the future.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereunto affixed, by order of its Board of Directors duly given, all as of the day and year first above written.

RAP, INC.

BY: James R. Rogers III
President

ATTEST:

Jo Ann Jamieson
Asst Secretary

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of said county and state do hereby certify that Jo Ann Jamieson personally appeared before me this day and acknowledged that she is Secretary of RAP, INC., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by herself as its Secretary.

WITNESS my hand and notarial seal this 23rd day of March, 1983.

Rose A. Inscore
Notary Public

My Commission Expires:

1-12-87

ROSE A. INSCORE NOTARY PUBLIC WAKE CO., N.C.

NORTH CAROLINA -- WAKE COUNTY

The foregoing certificate _____ of Rose A. Inscore

_____ 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.

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

By Gladys C. Smith
Deputy Register of Deeds