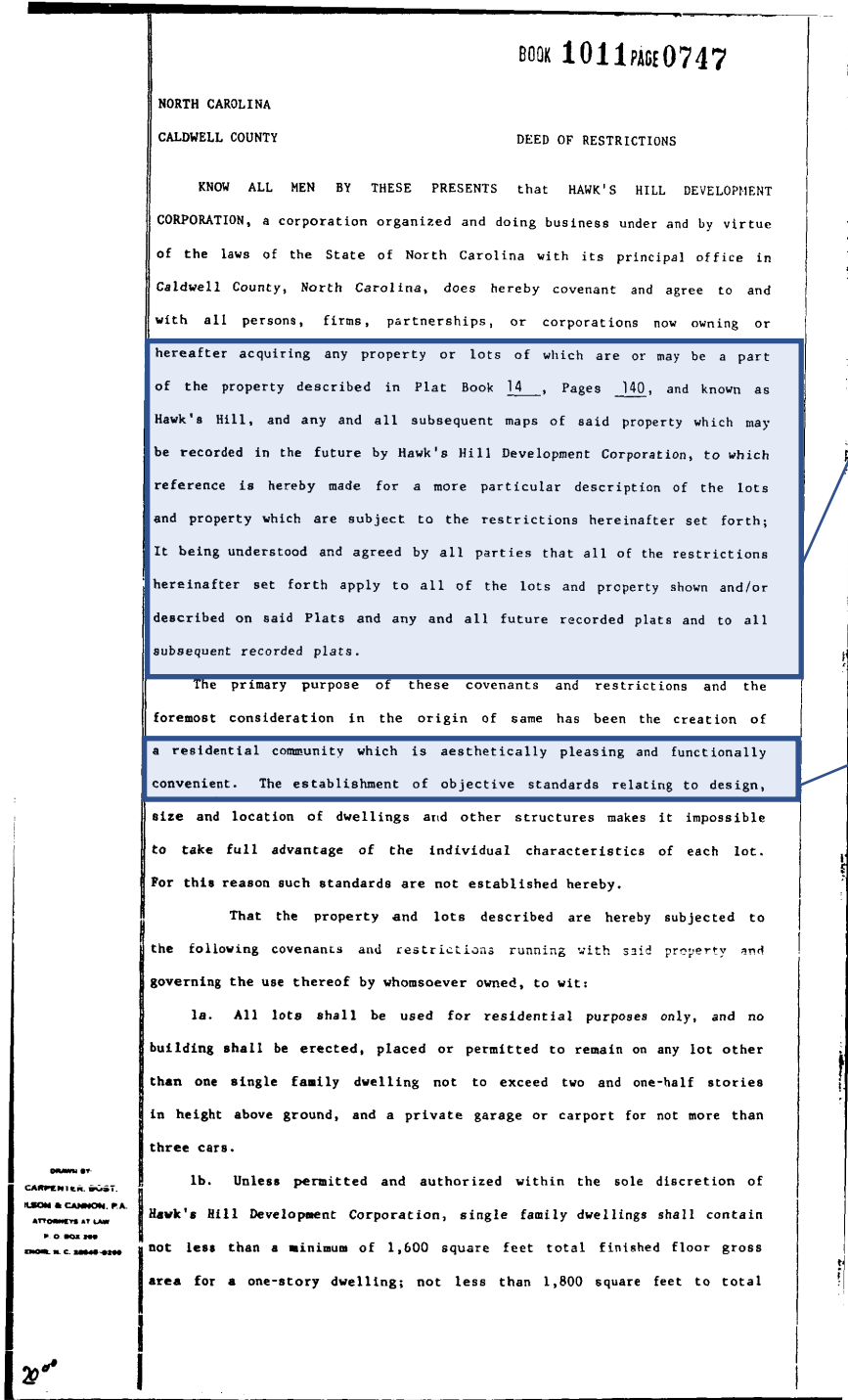


Hawk's Hill DEED of Restrictions OVERVIEW/HANDBOOK

Filed Copy 1990:



Deed Restrictions
APPLY to all Hawk's
Hill Properties

PURPOSE:
aesthetically
pleasing and
functionally
convenient

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finished floor exclusive of garage, carport, unheated storage areas and non-living space for split-level dwelling or the tri-level type; not less than 1,700 square feet for the minimum ground floor area of a one and one-half story dwelling, of a two-story dwelling and of a two and one-half story dwelling; the minimum ground floor area herein referred to shall not include basements, attached or detached garage, unheated storage areas, carports or open porches of any type. All buildings shall have a roof of either slate, tile, asbestos shingles, first grade heavy weight asphalt composition shingles or other roofing material approved by Hawk's Hill Development Corporation as to texture and color. Hawk's Hill Development reserves the right to permit single family dwellings to be constructed which contain less than the amounts herein stated.

2. Since the establishment of standard inflexible building setback lines for the location of structures on lots tend to force construction of such building both directly behind and directly to the side of each other with detrimental effects on privacy, views, preservation of important trees, etc., no specific setback lines are established by these covenants. In order to assure, however, that location of structures will be staggered where practical and appropriate so that the maximum amount of view will be available to each Dwelling Unit, that the structures shall be located with regard to the ecological constraints and topography of each individual lot, taking into consideration the elevations of each Lot, the location of large trees and similar considerations, the Corporation reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any building or other structure upon all Lots and every Lot within the Property. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site, and provided further, that in the event an agreed location is stipulated in writing in the contract of purchase, the Corporation shall approve automatically such location for a residence. Local setback codes will of course be observed.

3. The exterior of all buildings and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national

Roof Specification: asphalt, shingles or as approved by HHDC

Building Location: HHDC reserves right to control absolutely and solely the location of any building

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emergency or natural calamities. No structure may be temporarily or permanently occupied until the exterior thereof has been completed.

4. No building, fence or other structure shall be erected, placed or altered nor shall a building permit for such improvement be applied for on any property with in Hawk's Hill until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas, landscape plan, and construction schedule shall have been approved in writing by the Corporation, its successors or assigns. Refusal of approval of plans, location or specification may be based by the Corporation upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Corporation shall seem sufficient. No alteration in the exterior appearance of any building or structure shall be made without like approval by the Corporation. Two (2) copies of all plans and related data shall be furnished the Corporation for its records.

Requirements for building, fence, or other structure Requests:

- * For a ll new construction or alterations
- * building plans with specifications in writing
- * 2copies of documentation
- * HHDC approval prior to proceeding

5. No plans will be approved for a proposed dwelling unit unless it has the minimum square footage of enclosed dwelling area. Such minimum requirements of each Lot will normally be specified in each sales contract, and expressly stipulated in each deed.

6. In order to protect the natural beauty of the vegetation and topography throughout the Property, written approval of the Corporation is hereby required for the removal, reduction, cutting down, excavation or alteration of topographic and vegetation characteristics. Written approval will be granted for the minimum amount of each movement required.

Building Material Specifications:

- * siding
- * roofing

7. All dwellings shall be restricted to single family occupancy. Dwelling shall be of wood, stone or brick construction and shall be heated and constructed for year-round living. All visible masonry shall be of stone or brick; asbestos siding and exposed concrete or cinder block are expressly prohibited in the construction of any dwelling or other structure on the premises. All buildings shall have a roof of either slate, tile or wood shingles or first grade heavy weight asphalt composition.

OutBuilding Material Specifications:

8. No attached outbuilding shall be constructed or maintained on any Lot unless constructed of materials of similiar quality to or identical to that of the primary residence.

9. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkept conditions of buildings

Owner Responsibility to Maintain property so as not to decrease the beauty of the neighborhood.

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or grounds on such Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole.

10. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyances, or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof.

11. No commercial sign, except "For Rent" or "For Sale" shall be erected or maintained on any lot by anyone including but not limited to the Owner, a realtor, a contractor or subcontractor, except with permission of the Corporation or except as may be required by legal proceedings. If such permission is granted, the Corporation reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Corporation.

12. Each Owner shall provide adequate off the street automobile parking constructed on the Lot prior to the occupancy of any dwelling constructed on said Lot in accordance with reasonable standards established by the Corporation. No on-the-street parking will be permitted.

13. No structure of a temporary character shall be placed upon any Residential Lot at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the Contractor during the construction of permanent structures, it being clearly understood that these temporary shelters may not, at any time, be used as residences or permitted to remain on the Lot after completion of construction.

14. No trailer, recreational vehicle, utility trailer, tent, barn, treehouse or other similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently. Storage of Boat trailers and Campers is permitted if adequately screened from view, or stored in the area specifically provided for that purpose.

15. Each Owner shall provide a screened area not generally visible from the road to serve as a service yard and an area for storage of garbage receptacles and fuel tanks of similar storage receptacles. Plans for such fence delineating the size, design, texture, appearance and location

Boat trailer / Camper Storage
Requirements

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must be approved by the Corporation prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground. No incinerators shall be constructed or maintained upon any Lot.

16. Any and all septic tanks placed on the said lands shall be designed, installed and maintained in accordance with the rules and regulations promulgated by the North Carolina State Board of Health.

17. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the written approval of the Corporation.

Property Tree
Maintenance Restrictions

18. All utilities, including cable television, and other exterior wiring shall be installed below ground level and any exterior lighting must be erected in a reasonable manner so as not to invade the privacy of neighboring property owners.

19. No animals or livestock shall be raised, bred or maintained for any commercial purpose. No swine or poultry shall be maintained on the premises for any purpose.

Enforcement
of
Deed of Restriction

20. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

21. These covenants may be enforced by the Corporation or any Lot owner or Owners by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or covenants, either to restrain violation thereof or to recover damages.

Approval Authority retained by HHDC until HHDC no longer owns 20% of lots in any development phase

- * PHASE I 0%
- * PHASE II 0%
- * PHASE III 0%
- * PHASE IV 54.5% 6/11
- * PHASE V 28.6% 2/7

Then approval authority passes to HHDC

NOTE: See Addendum to Deed of Restrictions

22. Invalidation of any one of these covenants by judgment, court order or statute shall not effect any other provisions hereof, which shall remain in full force and effect.

23. Until the Corporation no longer owns 20% or more of the lots in any phase of the development, including the initial phase or any phase added to this development as herein provided, the Corporation shall be entitled to exercise, without consent of the other Homeowners, all powers granted to the Homeowners or to the Board of Directors by this Corporation, or by the Bylaws. Any action taken by the Homeowners or by the Board of Directors during such time shall be valid only if approved in writing by the Corporation. The Corporation shall be entitled to withhold approval of any such action for any reason. When the Corporation no longer owns

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20% or more of the lots, there shall be formed at such time, a Property Owners Association.

24. No building, fence, wall, outbuilding, satellite dish or other accessory feature to the dwelling structure shall be erected, placed or altered on any lot until the construction plans and specifications showing the external appearance and a plot plan showing the location of the proposed construction on the lot have been approved in writing by HAWK'S HILL DEVELOPMENT CORPORATION. HAWK'S HILL DEVELOPMENT CORPORATION shall have twenty (20) days after the receipt of the plot plan and the plans and specifications for the proposed construction to accept or reject the same in whole or in part, and if HAWK'S HILL DEVELOPMENT CORPORATION fails to accept or reject the same within said twenty (20) days, then the plans and specifications and the plot plan shall be deemed to be approved. After permission for construction is granted by HAWK'S HILL DEVELOPMENT CORPORATION, compliance with the approved construction plans and specifications and plot plan shall be the responsibility of the owner.

Any permission granted by HAWK'S HILL DEVELOPMENT CORPORATION pursuant to this covenant shall not constitute or be construed as an approval by HAWK'S HILL DEVELOPMENT CORPORATION of the structural stability, design, or quality of any building.

25. No lot shall be subdivided or its boundary lines changed, except with prior written consent of HAWK'S HILL DEVELOPMENT CORPORATION. However, HAWK'S HILL DEVELOPMENT CORPORATION hereby expressly reserves to itself or its successors, the right to replat any two or more lots shown on the plats of the subdivision, section, block or part thereof prior to delivery of deeds in order to create a modified building lot or lots. These restrictions and covenants apply to such building lots so created.

26. Nothing contained herein shall be held or construed to impose any restrictions on or easements in any land of parties of the first part other than the land which may be shown on the subdivision plat herein above referred to in this deed.

27. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall

Approval Process
& Timeline

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be stored in an area that cannot be seen from the street.

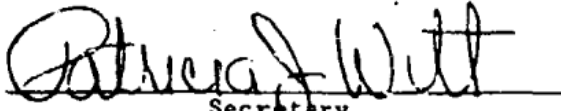
28. All driveways shall be paved of either concrete or asphalt and shall flare into and connect with the street.

29. All mail boxes shall be approved by Hawk's Hill Development Corporation prior to installation by any owner.

HAWK'S HILL DEVELOPMENT CORPORATION

BY:  _____
President

ATTEST:

 _____
Secretary



NORTH CAROLINA
CALDWELL COUNTY

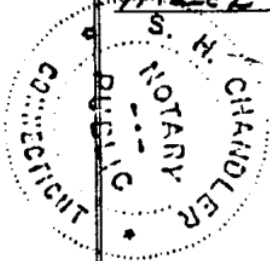
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I, a Notary Public of the County and State aforesaid, certify that Robert J. W. H. personally appeared before me this day and acknowledged that he/she is _____ Secretary of HAWK'S Hill DEVELOPMENT CORPORATION, a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by her/him as its _____ Secretary.

Witness my hand and official stamp or seal, this 16 day of January, 1990.

My commission expires: March 94

S. H. Chandler
Notary Public



NORTH CAROLINA
CALDWELL COUNTY

The foregoing certificate of:
S H Chandler, A N. P. of

Connecticut

is certified to be correct

LOIS GREENE BY: Lois Greene
Register of Deeds

FILED
LOIS GREENE

'90 JAN 30 10:39
Lois Greene
REGISTER OF DEEDS
CALDWELL CO., N.C.