

NORTH CAROLINA

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WAKE COUNTY

THIS DECLARATION, made this 30 day of September, 1973 by BCB ENTERPRISES, a Partnership, hereinafter called "Declarant";

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of the real property described below and is desirous of subjecting said real property to the protective covenants hereinafter set forth:

NOW, THEREFORE, the Declarant hereby declares that the following described real property located in Wake County, North Carolina, is and shall be held, transferred, sold and conveyed, subject to the protective covenants set forth below:

Lots Number 1 through 20, as shown on that certain plat of survey entitled Ravenwood, Section No. 1, prepared by Kenneth Close, Registered Surveyor and recorded in Book of Maps 1975, Page 170, Wake County Registry, North Carolina.

No additional land shall be deemed to be subjected to these protective covenants except by express written declaration to that effect.

1. Preamble: The Architectural Committee (consisting of Zack H. Bacon, Jr., Clifton L. Benson, Jr., and D. K. Collins, or their successors or assigns as their interest may appear) is granted the authority to approve or disapprove architectural plans of proposed construction and the location of improvements on each lot.

2. The real property above described is hereby made subject to the protective covenants and restrictions hereby declared for the purpose of insuring the best use and most appropriate development and improvement of each building site in this subdivision; to protect the owners of the building sites against such improper use of surrounding building sites as will depreciate the value of the property of each; 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 insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

3. All lots above described shall be known and described as residential building sites (hereinafter called "Building Site") and shall be used for residential purposes only. No residence shall be constructed, altered, placed or permitted to remain on any parcel of land unless same is constructed upon a Building Site. The lay of the lots as shown on the recorded plat shall be adhered to; provided, however, with the prior written approval of the Architectural Committee, hereinafter referred to, the size and shape of any lot may be altered provided that no lot may be smaller than 40,000 square feet. More than one lot may be used for the erection or placement of a residential structure provided the location of such structure is approved in writing by the Architectural Committee hereinafter referred to, its agents, successors or assigns.

No structure shall be erected, altered, placed or permitted to remain on any building site, 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 four cars. It is expressly provided, however, that an efficiency apartment of not more than three rooms may also be constructed on any lot provided it is accompanied by the main dwelling as herein provided, which apartment may be occupied by domestic servants employed at the residence on the same or may be used as a guest house. Such apartment shall not be used otherwise, and in no event shall such apartment be rented. Such efficiency apartment may not be constructed unless the main dwelling has first been constructed or unless they are constructed at the same time.

4. No building, fence, mail box, outside lighting, newspaper box, screen planting or other improvements shall be erected, placed or altered on any premises until the building plans, specifications and plot plans showing the location of such improvements on the site have been approved in writing as to conformity and harmony of external design, and external materials with existing structures in the area and as to location with respect to topography, finished ground elevation and neighboring structures by an Architectural Committee composed of three (3) persons designated as Zack H. Bacon, Jr., Clifton L. Benson, Jr., and D. K. Collins, or its successors and assigns. In the event said Committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the marking 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.

5. Except with the prior written approval of the Architectural Committee referred to in Paragraph 4 above, no building of any kind, including garages, shall be located on any building site less than 50 feet from the front lot line, and no building shall be located less than 20 feet from any side lot line; provided that on a corner lot, the building may be placed so as to front on either street, and on corner lots, the residence need be no more than 30 feet from either street line.

6. Except with the prior written approval of the Architectural Committee referred to in Paragraph 4 above, no residential structure, which has a minimum area of less than 1,600 square feet of heated area for two-story structures and 1,200 square feet of heated area for one-story structures and split-level structures, exclusive of the lower level, and 1,400 square feet of heated area for a one and one-half story structure, exclusive of porches and garage, shall be erected or placed on any building site. All one-story structures and split-level structures shall be a minimum of 45 feet across the front, exclusive of garages and carports and all two-story structures or one and one-half story structures shall have a minimum distance of 40 feet across the front, exclusive of carports and garages.

7. No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No building signs shall be erected or maintained on the premises unless approved in advance by the Architectural Committee. All trash and garbage must be kept in well screened enclosures. No business activity or trade of any kind whatsoever shall be carried on upon any building site.

8. No trailer, basement (unless said basement is part of a residence erected at the same time), tent, shack, barn or other outbuilding shall be erected or placed on any building site covered by these covenants, except as specifically permitted herein.

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

10. Adequate off-street parking shall be provided by the owner of each building site for the parking of automobiles owned by such owner.

11. 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. Within these easements, no structures, 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 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. Drainage easements may be relocated from time to time by the owners of the respective lots to accommodate 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.

12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2003, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the building sites in the entire residential development, whether covered by these or substantially similar covenants, it is agreed to change said covenants in whole or in part.

13. The Architectural Committee or its successors, shall have the authority to waive minor violations of these covenants. A violation of the side line restrictions shall be deemed minor, if not more than 20% and a violation of the front set-back shall be deemed minor if not more than 10%. All other violations may be waived by the Architectural Committee when in their discretion, said violation does not diminish the value of the subdivision.

14. Declarant reserves the right to change or modify these covenants so as to allow any unsold lot as shown on said recorded map to be used as a well site when property approved by the Wake County Health Department and as required for the proper use of the community water system.

15. 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 which is subject to these or substantially similar covenants, 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 recover damages or other dues for such violation.

16. Invalidation of any of these covenants or any part thereof by judgments or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this the day and year first above written.

BCB ENTERPRISES

By: Zack H. Bacon, Jr. (SEAL)
Zack H. Bacon, Jr., Partner

By: C. L. Benson, Jr. (SEAL)
C. L. Benson, Jr., Partner

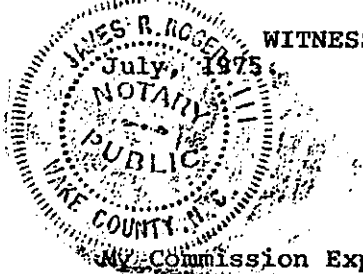
By: D. K. Collins (SEAL)
D. K. Collins, Partner

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NORTH CAROLINA

WAKE COUNTY

I, James R. Rogers, III, a Notary Public for said County and State do hereby certify that ZACK H. BACON, JR., C. L. BENSON, JR., and D. K. COLLINS, Partners of BCB ENTERPRISES, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



WITNESS my hand and notarial seal this 7th day of

James R. Rogers III
Notary Public

My Commission Expires:

April 14, 1976

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate

of *James R. Rogers, III*

Notary Public is
(are) certified to be correct. This instrument was presented for registration and recorded in this
office in Book *2328* Page *372*
This *7* day of *July*, 19 *75*, at *3:50* o'clock *P.* M.

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

By *Joyce B. Johnson*
Deputy Register of Deeds