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NORTH CAROLINA
ONSLow COUNTY

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS made and entered into this the 30th day of September, 1984, by and between THOMAS FREDERICK WEBB, D.D.S., P.A., a North Carolina Professional Corporation, hereinafter referred to as "declarant"; and PROSPECTIVE PURCHASERS of lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 of Ravenwood Apartments, a subdivision located in Jacksonville Township, Onslow County, North Carolina, parties of the second part;

W I T N E S S E T H:

WHEREAS, declarants have heretofore acquired title to a certain tract or parcel of land which has been divided into lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, according to a map prepared by James E. Stewart and Associates, Inc. entitled "Ravenwood Apartments" which map is recorded in Book 22, at Page 163, in the office of the Register of Deeds of Onslow County; and,

WHEREAS, declarants intend to convey said numbered lots as the same are shown and delineated on the above mentioned plat by deeds, deeds of trust, mortgages and other instruments to various persons, firms and/or corporations, subject to certain restrictive and protective covenants, conditions and easements which are deemed to make said subdivision more desirable and to be for the benefit of all those who acquire title to any one or more of said

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numbered lots to the end that such restrictive and protective covenants, conditions and easements herein set out shall inure to the benefit of each person, firm, or corporation which acquire title to any or all of said numbered lots and which shall be binding upon each person, firm or corporation to whom or to which declarants may hereafter convey any of said numbered lots by deeds, deeds of trust, or other instruments; and

NOW, THEREFORE, for and in consideration of the premises, the declarants hereby covenant and agree with said Prospective Purchasers that each of the aforementioned numbered lots are and shall be held, sold and conveyed subject to the restrictive and protective covenants, conditions and easements hereinafter set forth, and said restrictive and protective covenants, conditions and easements shall become a part of each instrument conveying any of said numbered lots, as fully and to the same extent as if set forth herein. As a condition of the sale or conveyance of any of said numbered lots, the purchasers agree and covenant to abide by and conform with said restrictive and protective covenants, conditions and easements.

THE RESTRICTIVE AND PROTECTIVE COVENANTS, CONDITIONS
AND EASEMENTS ARE AS FOLLOWS:

1. LOT: The word "lot" as used herein shall mean the separately numbered lots as are shown on that certain map or plat entitled "Ravenwood Apartments" by James E. Stewart and

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Associates, Inc., recorded as aforesaid.

2. BUILDING TYPE: DWELLING: The word "dwelling" as used herein shall mean one (1) detached building designed for use as either a single-family residence, a duplex (two-family residence with separate living quarters for each family), a tri-plex (three-family residence with separate living quarters for each family), a quadraplex (four-family residence with separate living quarters for each family, or a quinqu-plex (five family residence with separate living quarters for each family).

3. LAND USE. Each lot shall be used for residential purposes only. Not more than one (1) dwelling may be erected or permitted to remain on a lot. No wrecked or junked motor vehicle or vehicle without current license plates or truck of a size larger than one (1) ton may be permitted to remain on a lot. No mechanical maintenance on any vehicle of any kind shall be done on any lot.

4. MOBILE HOMES: No mobile home may be placed or permitted to remain on a lot.

5. BUILDING QUALITY. All building or permissable structures erected on any parcel shall be constructed of material of good grade, quality and appearance and all construction shall be performed in a good and workmanlike manner. No outside alterations shall be made on any existing building which changes or alters the architectural design of the existing building.

6. DWELLING SIZE. Any dwelling erected upon any lot shall

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contain, if a single-family residence, not less than 1,000 square feet of enclosed floor-heated area; if a duplex, not less than 1,200 square feet of enclosed heated area; if a tri-plex, not less than 1,800 square feet of enclosed heated area; if a quadraplex, not less than 2,400 square feet of enclosed heated area; and, if a quinqu-plex, not less than 3,000 square feet of enclosed heated area.

7. SETBACK REQUIREMENTS.

(a) No dwelling shall be erected or permitted to remain beyond the planting buffer line shown on the recorded plat hereinabove referred to of Ravenwood Apartments.

(b) No dwelling or other permissible structures shall be erected or permitted to remain nearer than twenty feet (20') to any rear lot line or nearer than eight feet (8') to any side lot line. This requirement is subject to any greater rear setback line or side setback line shown on the map of Ravenwood Apartments hereinabove referred to.

8. ACCESSORY BUILDING. The only building other than a dwelling which shall be erected or permitted to remain on a lot shall be storage sheds and dog houses. The exterior of any such structure larger than six feet (6') by six feet (6') shall be constructed of the same materials used in the construction of the dwelling located on said lot.

9. ANIMALS. No animals shall be permitted to remain on any lot other than dogs, cats, or other small household pets, always

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in reasonable numbers. No single family shall have more than two
2) such pets. No permitted pets shall be allowed to roam at
large on a lot.

10. DRIVEWAY EASEMENT. The owner of each lot within
Ravenwood Apartments shall have the right, and is hereby granted
the right to use the common area of private drive known as
"Ravenwood Drive" for the purposes of ingress, egress and regress
to and from such owner's lot, to and from Twenty-Four Road and
Rainbow Drive.

11. PROPERTY OWNER'S ASSOCIATION. Before any structure,
fence, building or wall or addition to any other structure shall
be commenced, erected or maintained within lots 1, 2, 3, 4, 5, 6,
7, 8, 9, 10 and 11, Ravenwood Apartments and before any alteration
(including painting) of the exterior portion of any structure
located within said lots shall be commenced, the party desiring to
make such change or erection shall submit and have approved by a
Property Owner's Association, hereinafter called Ravenwood Apart-
ments Property Owners Association (RAPOA), plans and specifica-
tions detailing the changes and erection. The plans and specifica-
tions must show the structure, kind, shape, height, material,
color and location of the change or erection. The plan shall be
hand delivered to the chairman of the RAPOA, or mailed certified
or registered with return receipt requested of the chairman of the
RAPOA. The RAPOA shall approve or disapprove such plans within 30
days of receipt thereof.

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The RAPOA shall make its decision to approve or disapprove the plans by taking into consideration the nature of the area, aesthetics of the proposed changes or alterations, the harmony of the proposed change or erection with the architectural style of the neighboring buildings, color schemes, durability of structure, relative cost and protection of the investments of the other owners in Ravenwood Apartments.

The RAPOA shall be responsible for the maintenance and upkeep of all common areas and planting buffers as shown on the plat of Ravenwood Apartments including, but not limited to, Ravenwood Drive. The RAPOA shall have the power and authority to assess each of the lots a proportionate amount of all cost of such upkeep and repair. The failure of any member to pay his fair share of such expense shall cause said property owner to lose his vote as a member of the RAPOA until such amounts are paid in full. This shall not affect the right of the RAPOA to collect said amounts by appropriate legal action if deemed necessary.

The RAPOA shall have the authority to designate parking areas for each lot and shall design and implement a parking plan for Ravenwood Drive.

The said members RAPOA shall made up of the property owners of each of the lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 of Ravenwood Apartments. The Members of the initial RAPOA are hereby designated as: Thomas F. Webb and A. Frederick Morton, Jr. A quorum for any regular or special meeting shall consist of a maj-

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ority of the members. A vote of the majority present at any meeting shall be a vote of the RAPOA on any matter which shall be brought before it. At any time, a member wishes to resign or otherwise give up his position as a member of the RAPOA, he shall nominate his replacement and present such nomination to the other members of the RAPOA. The other members of the RAPOA shall vote on the nomination submitted to them by the resigning member. Such new member must be approved by a majority of the members of the RAPOA and if not so approved, the RAPOA shall accept other nominations from members and vote on a replacement. Each member of the RAPOA shall have one vote for each lot owned in the subdivision known as Ravenwood Apartments should one person own more than one lot.

12. MAINTENANCE REPAIR OF PROPERTY.

(a) The exterior of every building located on a lot shall be maintained, repaired, and kept in a clean and neat condition. The wooden portions of the exterior of a building shall be completely painted or stained at least once ever 7 years. However, it is understood that certain wood products do not require staining as frequently as 7 years and it shall be up to the RAPOA to determine as to when such staining shall take place so as to comply with the intent of this paragraph. The roof and all gutters and down spouts shall be maintained, repaired and kept in a clean, neat, and sightly condition and shall be painted on a timely basis.

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(b) The exterior of every building located on a lot shall not be painted any color or stain other than the original color or stain placed on said building or alternate color approved by the RAPOA.

(c) The grounds of each parcel and lot shall be kept and maintained in a clean and neat condition with grass neatly mowed, weeds cut and hedges trimmed.

(d) The driveways and parking areas on each lot shall be maintained and repaired in a level and patched condition with standing water eliminated and all asphalt or cement pavement shall be kept paved and patched.

(e) All refuse and garbage containers shall be placed in the rear of said buildings and shall be protected from animals.

13. SEVERABILITY. Invalidation of any one of these covenants or conditions by Judgment or Court Order shall in no way affect any of the other protective covenants and conditions which shall remain in full force and effect.

14. ENFORCEMENT.

(a) Enforcement of the provisions of this Declaration shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or condition. Such action may be brought either to restrain violation of the covenant or condition or to recover damages for such violation.

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(b) For violation of the requirements and covenants specified in Paragraph 12 hereof, in addition to any other remedy by law provided, each lot owner agrees that the relief specified in this Paragraph 14(b) also shall be available.

(i) The Court in any action brought by an offended lot owner to enforce the requirements of Paragraph 12 hereof may require the offending lot owner to give security or bond, or establish an escrow account satisfactory to the Court to insure that the maintenance, repair, paving, owing, and/or painting required by Paragraph 12 hereof thereafter will be performed in the manner and at the times required in said Paragraph 12. All expenses of any such escrow account shall be borne by the offending lot owner. A proper escrow agent in such case may be any attorney licensed to practice law and actively practicing law in North Carolina or such other person nominated by the offended party or appointed by the Court.

(ii) In any such action in which it is found as a fact that a party has violated any of the provisions of Paragraph 12 hereof, all costs of the action, including reasonable attorney's fees, shall be borne by the party or parties found to have committed or allowed such violations.

(iii) The provisions of this Subparagraph 14(b) shall expire and become null and void 12 years from the date of recordation of these restrictive covenants.

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15. PARTY WALLS. Each wall of each duplex, tri-plex, quadruplex and quinqu-plex which is built as a part of the original construction of the duplex, tri-plex, quadruplex or quinqu-plex and all reconstruction or extensions of such walls shall constitute party walls, and to the extent not inconsistent with the provisions of this Paragraph, the general rules of law regarding party walls, lateral support, below ground construction, and of liability for property damage due to negligence or willful acts or omissions regarding such constructions shall apply thereto. Such walls shall be subject to the following additional rules:

(a) The cost of reasonable repair and maintenance of a party wall shall be shared pro-rata by the owners who make use of the wall.

(b) If a party wall is destroyed or damaged by fire or other casualty, any owner who has used or benefited from the wall may restore it, and if the other owner thereafter makes use or benefit from the wall, he shall contribute pro-rata to the cost of restoration thereof, without prejudice, however, to the right of either of the owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

(c) Notwithstanding any other provisions of this Paragraph, an owner who by his negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost.

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of furnishing the necessary protection against such elements.

(d) The right of any owner to contribution from any other owner under this Paragraph shall be appurtenant to the land and shall pass to such owner's successors in title. The rights of contribution herein enumerated shall not constitute a lien or encumbrance on the title to the property against which such rights exist but shall be personal to the person owing the property at the time the rights arise.

16. AUTOMATIC EXTENSION OF COVENANTS. The covenants and conditions contained herein shall run with the land and be binding on all persons acquiring title to any of the aforementioned numbered lots up to and including the 30th day of September, 1994, at which time said covenants and conditions shall be automatically extended for successive periods of ten (10) years. At any time, by written instrument recorded in the office of the Register of Deeds a majority of the owners of lots may change any covenants in whole or in part. The provisions of Paragraph 12 are perpetual and may be altered without the written and recorded consent of all parties owning lots in this subdivision.

17. MISCELLANEOUS. Nothing herein prohibits any owner or owners of a lot or lots from subjecting same to the condominium form of ownership or from converting same to a planned unit development, but not more than one (1) building may be located on a lot and not over five (5) dwellings may be located in a building.

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18. LIGHTING: The RAPOA shall have and is hereby granted the right to contract with the City of Jacksonville nor the installation of street lighting and to assess the Lot owners a pro-rata installation fee and assess a pro-rata monthly fee for payment of the same.

IN TESTIMONY WHEREOF, Thomas Frederick Webb, D.D.S., P.A., has caused this instrument to be executed by its President and Attested by its _____ Secretary and its corporate seal affixed hereto all by authority duly give, this the day and year first above written.

THOMAS FREDERICK WEBB, D.D.S., P.A.

BY:

Thomas F. Webb
THOMAS F. WEBB, PRESIDENT

ATTEST:

Karen F. Webb
SECRETARY

(CORPORATE SEAL)

NORTH CAROLINA

_____ COUNTY

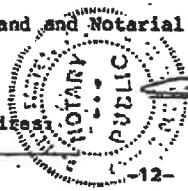


I, B. Hunt Barber, Jr., a Notary Public in and for said County and State, do hereby certify that Thomas F. Webb personally appeared before me this day and acknowledged that she is the Secretary of THOMAS FREDERICK WEBB, D.D.S., P.A. a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, attested by the Secretary and the corporate seal affixed hereunto.

Witness my hand and Notarial Seal this the 30 day of September, 1984.

My commission expires

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NOTARY PUBLIC

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The foregoing certificate of B. Hunt Baxter,
a Notary Public of Craven County, North Carolina, is certified
to be correct. This instrument was presented for registration
this day and hour, and duly recorded in the Office of the Register
of Deeds of Onslow County, North Carolina, in Book 714, at Page
596.

This the 13 day of November, 1984, at 11:32
o'clock A M.

Richard M. Thomas
REGISTER OF DEEDS

BY: _____
ASSISTANT REGISTER OF DEEDS