

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

DECLARATION OF RESTRICTIVE COVENANTS FOR
RAVENWOOD FOREST

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and entered into this the _____ day of _____, 2006 by and between the undersigned owners of Ravenwood Forest as shown on the plats recorded in Book 11, at Page 9 in the Henderson County, North Carolina Registry and in Book 10, at Page 97 in the Henderson County, North Carolina Registry;

WITNESSETH

WHEREAS, in that document recorded in Book 543, at Page 843 (the "Original Restrictions"), the original owner/developer of Ravenwood Forest imposed Restrictive Covenants upon those lots shown on that plat recorded in Plat Book 10, at Page 97 in the Henderson County, North Carolina Registry; and

WHEREAS, such original owner/developer later also encumbered that real property shown on that plat recorded in Plat Book 11, at Page 9 with such Restrictive Covenants as per that document recorded in Book 551, at Page 187 in the Henderson County, North Carolina Registry; and

WHEREAS, such Original Restrictions provided that such covenants "shall run with the land and be binding on all persons having an interest" the real property described therein "during a period of thirty years from" the May 6, 1976; and

WHEREAS, the undersigned property owners desire to encumber their real property in as much as the Original Restrictions shall no longer being in effect after May 6, 2006.

NOW THEREFORE, for valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the undersigned property owners do hereby make the following declarations as to limitations, restrictions, and used to which all the lots owned by the undersigned shall be put.

It is covenanted and agreed by and between the undersigned parties hereto, their successors, and assigns, that the real property owned by the undersigned lot owners located within Ravenwood Forest as shown on those plats recorded in Plat Book 10, at Page 97 and in Plat Book 11, at Page 97 shall be subject to the following restrictive covenants as follows:

1. That they shall make no use of said premises except for residential purposes not to exceed one single family dwelling with a minimum of 1,400 square feet for dwelling. Basements, unfinished attic space, garage, carports, porches or other area not enclosed by the main structure shall not be considered floor space in meeting the above requirements. In no case will more than one residence be erected in any single building lot as per the above referred to property.
2. That no building shall be erected nearer than thirty feet from the front boundary line of said lot, nor twenty feet to any side street line nor nearer than fifteen feet to an interior lot line unless one owner owns two lots or more.
3. That they will not cause nor allow any offensive activity to be carried out on said premises, nor harbor nor shelter any animals whatsoever excepting domestic pets, such as dogs, cats, or other small animals unless any lot consists of three acres or more in which event the owner may keep horses or cattle.
4. That they will not, during the terms of these restrictions, or any extension thereof, subdivide, sell or convey any parcel of said land less than the whole of each lot, unless such subdivision, sale or conveyance of less than the whole lot is agreed to by a majority vote of the Ravenwood Forest Property Owners Association.
5. No structure of a temporary character, trailer, basement, tent, shack, garage or other out building shall be used on said lot as a residence, either temporarily or permanently.
6. No trailer or mobile home shall be parked on the above described property for any purposes, exclusive of camping or travel trailers.
7. No obnoxious or offensive trade or activity shall be carried on upon the above described lots nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No out building will be constructed that will detract from surroundings and area. All outbuildings must be approved by the Ravenwood Forest Property Owners Association.

9. No unsanitary condition prejudicial to the public health shall be permitted. All sewage shall be disposed of by septic tanks, approved by the State Board of Health until such time as a regular sewage system becomes available or until such time as lots are served by the sewage system of governmental authority. No liquid waste of any description shall be drained, dumped or disposed of any way into open ditches or water courses. Trash, garbage or other waste shall be kept in sanitary containers until disposed of. No portion of the above described lots shall be used or maintained as a dumping ground for rubbish.

10 Lot owners or their agents may not place any "For Sale" signs or advertising signs at the real property comprising the entrance of Ravenwood Forest. Any such signs must only be placed upon the individual lot or lots that are offered for sale.

11. If any lot owner or their heirs and assigns shall violate or attempt to violate any of the restrictive covenants above provided, then it shall be lawful for any property owner or for the Ravenwood Forest Property Owners Association to institute proceedings at law or in equity against the person or persons violating or attempting to violate such restrictive covenants above provided to enjoin such violation or attempted violation or to recover damages or other amounts due to such violation or attempted violation. Failure to commence an action or proceeding, however, shall not be considered a waiver to prosecute such action as to such violation or any other violations that may have or may occur.

12. It is specifically understood and agreed that ingress, egress or regress of any lot in this subdivision shall not be permitted to any property outside this subdivision without the consent of the Ravenwood Property Owners Association.

13. These restrictive covenants shall continue and shall be binding upon all the lots of the undersigned owners as shown on the real property described herein for a term of thirty (30) years from the date of the recording of these restrictive covenants and shall be automatically extended for successive periods of ten (10) years unless there is a disapproval of such renewal by a vote of seventy-five (75%) percent of the property owners that are member of the Ravenwood Forest Property Owners Association.

14. Every lot owner shall be a member of the Ravenwood Forest Property Owners Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. On all matters for consideration before the Ravenwood Forest Property Owners Association, all members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members, however, such members owning a lot concurrently (by entireties, joint tenancy or as tenants in common) may only exercise one vote per lot.

IN WITNESS WHEREOF, the undersigneds have set their hands and seals this
the _____ day of _____, 2006.