

NORTH CAROLINA

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WAKE COUNTY

THIS DECLARATION, made this 13th day of July, 1977, by
ROBON DEVELOPMENT COMPANY, a North Carolina Corporation, hereinafter
called Declarant.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described
in Article I of this declaration and is desirous of subjecting said
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 successor 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 14 and 15 according to plat entitled
"Portion of Woodbury Estates Sub'd., Raleigh, N. C.",
dated June 29, 1977, prepared by John A. Edwards & Company,
Engineering-Planning, Raleigh, N. C. and recorded in Book
of Maps 1977, Volume 4, Page 441, Wake County Registry.

ARTICLE II

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 improvement 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 proportioned 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 of lots; 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 improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein. Additional lots in Cambridge Village Subdivision may be subjected to these covenants by appropriate reference to this declaration.

ARTICLE III

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or be 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 two cars.

ARTICLE IV

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than thirty (30) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line. No building shall be located nearer than ten (10) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 100 feet or more from the minimum building setback line. For the purposes of this covenant, eaves, steps, and

open porches shall not be considered as a part of a 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 minor violations of the set back and side line requirements set forth in this paragraph. (Violations not in excess of ten per cent of the minimum requirements shall be deemed minor.)

ARTICLE V

No single story residential structure which has an area of less than 1,000 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any lot, and no story and one-half, two story or two and one-half story residential structure which has a ground floor area of less than 800 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any lot.

ARTICLE VI

No residential structure shall be erected or placed or permitted to remain on any lot having a width of less than 60 feet at the minimum setback line. No residential structure shall be erected or placed or permitted to remain on any lot having an area of less than 10,000 square feet, provided a dwelling may be erected on any lot shown on the above referred to recorded plat.

ARTICLE VII

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 or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises. No trade materials or inventories may be stored upon the premises and no trucks or tractors 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 VIII

No trailer, tent, shack, or barn shall be erected or placed on any lot covered by these covenants. A storage shed may be permitted on a lot after the plans and specifications or a photograph and a plot plan showing the proposed location have been approved by Declarant, its successors or assigns.

ARTICLE IX

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

ARTICLE X

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. 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, 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.

ARTICLE XI

No fence, wall, hedge, or mass planting shall be premitted to extend into the front yard of any lot covered by these covenants.

ARTICLE XII

No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot showing the location of such building, have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by Declarant or its assigns, it being understood that the minimum building setback lines specified in Article IV will be observed. In the event Declarant fails

to approve or disapprove such design or location within thirty 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 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.

ARTICLE XIII

Robon Development Company reserves the right to subject said property to a contract with Carolina Power & Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power & Light Company by the owner of each building.

ARTICLE XIIIIII

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2002, 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 lots covered by these covenants it is agreed to change said covenants in whole or in part.

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 situated in said tract 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 to recover damages or other dues for such violation.

ARTICLE XV

Invalidation of any one of these covenants or any part thereof by judgment or court order shall be in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or person to take action to enforce the violation of any of these covenants and restrictions shall not prevent the enforcement of such covenant or covenants in the future.

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IN TESTIMONY WHEREOF, ROBON DEVELOPMENT COMPANY 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.



ROBON DEVELOPMENT COMPANY

By: [Signature] Vice President

[Signature]
Secretary

NORTH CAROLINA
WAKE COUNTY

This 18th day of July, 1977, personally came before me, [Signature], a Notary Public in and for the County and State aforesaid, J. S. Robuck Jr., who being by me duly sworn says that he is the Vice President of Robon Development Company, that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given, and the said J. S. Robuck Jr. acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal this 18th day of July, 1977.



[Signature]
Notary Public

NORTH CAROLINA—WAKE COUNTY
The foregoing certificate of Diane Parrish

(are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2523, Page 669, This 19 day of July, 1977, at 10:40 o'clock A. M.
R. B. McKENZIE, JR., Register of Deeds

By [Signature]
DEPUTY REGISTER OF DEEDS