

NORTH CAROLINA
WAKE COUNTY

RESTRICTIVE COVENANTS
KINGSLAND WOODS
SUBDIVISION

THIS DECLARATION, made this 20th day of July, 1978, by
A. B. JENKINS, SR., FANNIE F. JENKINS, AND A. B. JENKINS, JR.,
all of Wake County, North Carolina, a North Carolina general
partnership doing business under the firm name and style of
A.B. JENKINS & ASSOCIATES, hereinafter called "DECLARANT";

WITNESSETH: THAT

WHEREAS, the 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 successors 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 in the various articles
of this Declaration is located in the County of Wake, Township
of Leesville, State of North Carolina, and is more particularly
described as follows:

BEING ALL of Lots 1--24, inclusive, as shown on that
certain plat entitled "Kingsland Woods Subdivision,
Wake County, North Carolina, Section One", dated
June 14, 1978, prepared by Triangle Engineering-
Architecture-Planning, Inc., and recorded in Book of
Maps 1978, Volume 5, Page 620, Wake County
Registry, North Carolina.

No property other than that described above shall be deemed
subject to this Declaration until specifically made subject
hereto.

The Declarant may from time to time, subject additional real property to the protective covenants and restrictions herein set forth by appropriate reference hereto.

ARTICLE II

The real property described in Article I hereof is hereby 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 location thereof on lots; to prevent haphazard and inharmonious improvements of lots; to secure and maintain proper set-backs from street, 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 enhance the values of investments made by purchasers of lots therein.

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 three cars, which garage may contain servants quarters.

ARTICLE IV

No building shall be erected, placed or altered on any premises in said development until the building plans, specifications

and plat 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 an architectural committee (The Architectural Committee) composed of three persons designated and appointed by Declarant or its assigns. In the event The Architectural Committee 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. Members of The Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE V

Without the prior written approval of The Architectural Committee, no building shall be located on any lot, other than a corner lot, less than 30 feet from the front lot line or less than 10 feet from any side lot line, except that a detached garage may be placed 5 feet from a side lot line provided such detached garage is located at least as far back from the front lot line as the rear of the residence. The location of any building on a corner lot in this subdivision shall be fixed by The Architectural Committee, and The Architectural Committee shall have the right to approve the location of any building on any lot without regard to the set-back requirements set forth above.

ARTICLE VI

No single story residential structure which has an area of less than 1,700 square feet, exclusive of porches, breeze-

ways, steps and garages shall be erected or placed or permitted to remain on any lot shown on said recorded plat, and no story and one-half, two story or two and one-half story structure which has a ground floor area of less than 1,050 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any of said lots.

ARTICLE VII

No lot or combination of lots shall be re-subdivided in such a manner that will result in there being more than the present number of lots shown on said recorded plat.

ARTICLE VIII

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 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 IX

No trailer, tent, shack, barn or other outbuilding, except a private garage complying with Article III hereof, shall be erected or placed on any lot covered by these covenants. No detached garage shall at any time be used for human habitation temporarily or permanently, except for domestic servants employed by the owner of the lot upon which said garage is located.

ARTICLE X

No animals, livestock or poultry of any kind shall be raised or kept on any lot, except that dogs, cats or other household pets

may be kept on lots provided that said animals are not kept or maintained for any commercial purpose.

ARTICLE XI

No fence, wall, hedge, or mass planting shall be permitted to extend nearer the front lot line than the minimum building set-back lines established herein except upon approval by The Architectural Committee.

ARTICLE XII

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner and no parking will be permitted on the streets.

ARTICLE XIII

The Declarant reserves the right to subject the real property in this subdivision 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 XIV

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing 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

subdivision 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 in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN TESTIMONY WHEREOF, the Declarants have hereunto set their hands and seals the day and year first above written.

A.B. JENKINS & ASSOCIATES, a North Carolina general partnership consisting of A.B. Jenkins, Sr., Fannie F. Jenkins and A.B. Jenkins, Jr.

BY: A.B. Jenkins, Sr. (SEAL)
A.B. JENKINS, SR.

BY: Fannie F. Jenkins (SEAL)
FANNIE F. JENKINS

BY: A.B. Jenkins, Jr. (SEAL)
A.B. JENKINS, JR.

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that A.B. JENKINS, SR., FANNIE F. JENKINS and A.B. JENKINS, JR., each partners in A.B. JENKINS & ASSOCIATES, a North Carolina general partnership, personally appeared before me and acknowledged the due execution of the foregoing restrictive covenants of Kingsland Woods Subdivision.

WITNESS MY HAND and official stamp this 8th day of September, 1978.

Janice Sherian
Notary Public
My commission expires: 3/5/83

NORTH CAROLINA—WAKE COUNTY
The foregoing certificate

Janice Sherian

Notary Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2658 Page 701.
This 13 day of September, 1978, at 12:10 o'clock P.M.

R. B. McKENZIE, JR. Register of Deeds
Mary L. Peoples Deputy Register of Deeds