

NORTH CAROLINA

BOOK 1835 PAGE 33

WAKE COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That Wood Warr Village, Inc., a North Carolina corporation having its principal office in the City of Raleigh, Wake County, North Carolina; and Gerald T. Shor, Trustee, and Citizens Mortgage Corporation, do hereby covenant, stipulate and agree on behalf of themselves and to and with all persons, firms, and corporations who or which may hereafter acquire any lot or lots in the subdivided area embraced in the development known as "Kingwood Forest Subdivision - Section 3-B", as shown on a plot thereof recorded in the office of the Register of Deeds of Wake County, North Carolina, in Map Book 1968, Page 82, and now owned by Wood Warr Village, Inc., that said area so known as "Kingwood Forest Subdivision - Section 3-B", shall be subject to the following restrictions and limitations as to the use thereof, running with said properties by whomsoever owned, to-wit:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than detached single family dwellings not to exceed two and one-half stories in height and a private garage for not more than ~~two~~ ~~stories~~.

2. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$13,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet for a one-story dwelling, nor less than 600 square feet on the ground floor for a dwelling of more than one story.

3. BUILDING LOCATION.

(a) No building shall be located on any lot nearer than 30 feet to the front line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 10 feet to an interior lot line; provided, however, that no two adjacent buildings shall be nearer one another than 20 feet and provided further that no side yard shall be required for a garage or other permitted accessory building located 70 feet or more from the minimum building setback line. A building may be located as close as 8 feet from an interior lot line provided the building on the lot adjoining is located 12 feet or more from the same interior line.

(c) For the purpose 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 or any easement shown on the subdivision map.

(d) Wood Warr Village, Inc. reserves the right to waive minor violations of the building location as set forth in this paragraph. (Violations not in excess of 10 per cent of the minimum requirements shall be deemed minor.)

4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,500 square feet. Wood Warr Village, Inc. reserves the right to waive minor violations of the lot area and width requirements as set forth in this paragraph. (Violations not in excess of 10 per cent of the minimum requirements shall be deemed minor.)

5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten 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 these improvements for which a public authority or utility company is responsible.

6. NUISANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURE. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

10. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a drive-way or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. TERM. 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 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

13. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage. Wood Warr Village, Inc. covenants, stipulates and agrees on behalf of itself and of any and all persons, firms, corporations, who or which may hereafter acquire any lot or lots in the said development known as "Kingwood Forest Subdivision - Section 3-B", that any violation of the restrictions and limitations as to use thereof hereinafter set forth shall entitle any person or persons or corporation who or which may then own any lot or lots in said development to bring such actions or proceedings at law or in equity as shall be necessary and appropriate to enforce compliance with the restrictions and limitations herein set forth.

14. Wood Warr Village, Inc. reserves for itself the right to use the streets of "Kingwood Forest Subdivision - Section 3-B", for gas, water, sewer pipes, electric light poles and for such other reasonable uses as it may see fit to make of said areas not inconsistent with the use thereof for purposes of public travel.

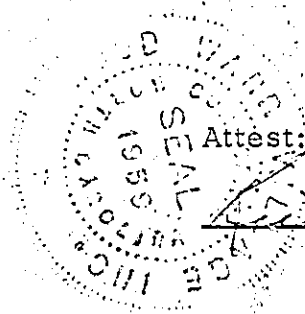
15. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

16. Gerald T. Shor as Trustee and Citizens Mortgage Corporation join in this instrument for the purpose of subordinating that deed of trust recorded in Book 1805, Page 76 of the Wake County Registry to the restrictive covenants herein.

IN TESTIMONY WHEREOF, Wood Warr Village, Inc. has caused this instrument to be signed in its name by its President and its corporate seal to be hereto affixed and attested by its Asst. Secretary, all by authority duly given, this 25 day of April, 1968.

WOOD WARR VILLAGE, INC.

By: D. W. Smith
President



Gerald T. Shor
Asst. Secretary

Gerald T. Shor (SEAL)
Gerald T. Shor, Trustee

CITIZENS MORTGAGE CORPORATION

By: [Signature]

Attest:

[Signature]
Notary Public

NORTH CAROLINA

WAKE COUNTY

This 25th day of April, 1968, before me, [Signature], a Notary Public, personally came D. W. Smith, who being duly sworn, says that he is President of Wood Warr Village, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by him in behalf of the said corporation by its authority duly given. And the said D. W. Smith acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal this 25th day of April, 1968.

[Signature]
Notary Public

My commission expires: August 16, 1968

RECORD OF POOR QUALITY
DUE TO CONDITION OF
ORIGINAL DOCUMENT

NORTH CAROLINA

WAKE COUNTY

I, Kathleen B. Timberlake a Notary Public of Wake County, North Carolina, do hereby certify that Gerald T. Shor personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 26th day of April, 1968.

Kathleen B. Timberlake
Notary Public

My commission expires: August 16, 1968

NORTH CAROLINA

WAKE COUNTY

I, Kathleen B. Timberlake a Notary Public, certify that Gerald T. Shor personally came before me this day and acknowledged that he is President of Citizens Mortgage Corporation, 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, sealed with its corporate seal, and attested by himself as its President.

Witness my hand and official seal, this 25th day of April, 1968.

Kathleen B. Timberlake
Notary Public

My commission expires: August 16, 1968

NORTH CAROLINA

WAKE COUNTY

The foregoing certificates of Kathleen B. Timberlake and J. A. Rowland, Notaries Public are certified to be correct. This instrument was presented for registration and recorded in this office in Book 1835, Page 33.

This 8 day of Aug., 1968, at 4:55 o'clock P.M.

J. A. ROWLAND, Register of Deeds.

By: Louise S. Jones
Deputy Register of Deeds

NORTH CAROLINA

BOOK 1881 PAGE 404

WAKE COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That Wood Warr Village, Inc., and Guardian Construction Company, North Carolina corporations having offices in the City of Raleigh, Wake County, North Carolina, do hereby covenant, stipulate, and agree on behalf of themselves and to and with all persons, firms, and corporations who or which may hereafter acquire any lot or lots in the subdivided area embraced in the development known as "Kingwood Forest Subdivision - Section 3-B", as shown on a plat thereof recorded in the office of the Register of Deeds of Wake County, North Carolina, in Map Book 1968, page 82, and now owned by Guardian Construction Company, that said area so known as "Kingwood Forest Subdivision - Section 3-B", shall be subject to the following restrictions and limitations as to the use thereof, running with said properties by whomsoever owned, to-wit:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than detached single family dwellings not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$9,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet for a one-story dwelling, nor less than 600 square feet on the ground floor for a dwelling of more than one story.

3. BUILDING LOCATION.

(a) No building shall be located on any lot nearer than 30 feet to the front line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 10 feet to an interior lot line; provided, however, that no two adjacent buildings shall be nearer one another than 20 feet and provided further that no side yard shall be required for a garage or other permitted accessory building located 70 feet or more from the minimum building setback line. A building may be located as close as 8 feet from an interior lot line provided the building on the lot adjoining is located 12 feet or more from the same interior line.

(c) For the purpose 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 or any easement shown on the subdivision map.

(d) Guardian Construction Company reserves the right to waive minor violations of the building location as set forth in this paragraph. (Violations not in excess of 10 per cent of the minimum requirements shall be deemed minor.)

4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,500 square feet. Guardian Construction Company reserves the right to waive minor violations of the lot area and width requirements as set forth in this paragraph. (Violations not in excess of 10 percent of the minimum requirements shall be deemed minor.)

5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten 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

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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 these improvements for which a public authority or utility company is responsible.

6. NUISANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURE. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

10. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a drive-way or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. TERM. 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 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

13. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage. Guardian Construction Company covenants, stipulates and agrees on behalf of itself and or any and all persons, firms, corporations, who or which may hereafter acquire any lot or lots in the said development known as "Kingwood Forest Subdivision - Section 3-B", that any violation of the restrictions and limitations as to use thereof hereinafter set forth shall entitle any person or persons or corporation who or which may then own any lot or lots in said development to bring such actions or proceedings at law or in equity as shall be necessary and appropriate to enforce compliance with the restrictions and limitations herein set forth.

14. Guardian Construction Company reserves the right to use the streets of "Kingwood Forest Subdivision - Section 3-B", for gas, water, sewer pipes, electric light poles and for such other reasonable uses as it may see fit to make of said areas not inconsistent with the use thereof for purposes of public travel.

15. Guardian Construction Company being the owner of all of the lots in "Kingwood Forest Subdivision - Section 3-B", and desiring to change the restrictions to those set above, does hereby declare null and void the restrictions recorded in Book 1835, page 33 of the Wake County Registry.

16. SEVERABILITY. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, both Guardian Construction Company and Wood Warr Village, Inc., has caused this instrument to be signed in its name by its Vice-President, and its corporate seal to be hereto affixed and attested by its Asst.- Secretary, all by authority duly given, this ____ day of June, 1969.

GUARDIAN CONSTRUCTION COMPANY

BY: Paul H. Evers

President

Secretary

WOOD WARR VILLAGE, INC.

BY: Paul H. Evers

Vice-President

Asst. Secretary

NORTH CAROLINA
GUILFORD COUNTY

This 11th day of June, 1969, before me, Jean I. Eades, a Notary Public, personally came Paul Schuchert, who being duly sworn, says that he is President of Guardian Construction Company, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by him in behalf of the said corporation by its authority duly given. And the said Paul H. Evers acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal this 11th day of June, 1969.

My commission expires: Feb. 11, 1970

Notary Public

NORTH CAROLINA
WAKE COUNTY

This 20th day of June, 1969, before me, Peggy B. Peck, a Notary Public, personally came J. M. Keck, Jr., who being duly sworn, says that he is Vice-President of WOOD WARR VILLAGE, INC., and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by him in behalf of the said corporation by its authority duly given. And the said J. M. Keck, Jr. acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal this 20th day of June, 1969.

My Commission Expires: 10-24-70

Notary Public

NORTH CAROLINA-WAKE COUNTY

The foregoing certificate of

Jean I. Eades
and Peggy B. Peck

Notary Public

(am) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1881 Page 404

This 20 day of June, 1969, at 1:30 o'clock P. M.

A. ROWLAND, Register of Deeds.

By J. F. Greene

Register of Deeds