

BK5098PG0491

Prepared by and after recording hold for:

BRADY, SCHILAWSKI, EARLS AND INGRAM

STATE OF NORTH CAROLINA

COUNTY OF WAKE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR KINGS WOOD, PHASE I
A PORTION OF NORTHWOODS P.U.D.

BOOK OF MAPS 1992, PAGE 141
WAKE COUNTY REGISTRY

THIS DECLARATION, made this 6th day of February, 1992, by GEORGE H. JORDAN, III DEVELOPMENT COMPANY, INC., a North Carolina corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant hereby declares that the following described real property located in Wake County, North Carolina (hereinafter referred to individually as "Lot" and jointly as the "Lots"), is and shall be held, transferred, sold and conveyed subject to the restrictive covenants hereinafter set forth:

BEING all of Lots 1 thru 24, inclusive, and all of Lots 42 thru 46, inclusive of Kings Wood, Phase I, a portion of Northwoods P.U.D., as shown on Map recorded in Book of Maps 1992, Page 141, Wake County Registry, North Carolina.

WHEREAS, the restrictive covenants hereinafter set forth shall run with the Lots and be binding upon all parties having any right, title or interest therein, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

1. PREAMBLE: The Lots are hereby made subject to the covenants and restrictions contained herein for the purpose of insuring the most appropriate development and improvement of each Lot; to protect the Lot owners against such improper use of nearby Lots as would depreciate the value of the property of each; to preserve, insofar as practicable, the natural beauty of the Lots; to guard against the erection thereon of

BRADY, SCHILAWSKI,
EARLS and INGRAM
ATTORNEYS AT LAW
P.O. BOX 5329
CARY, NORTH CAROLINA 27511

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poorly designed or proportioned structures and structures built of improper or unsuitable materials; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on the Lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide for a high quality of improvements.

2. LAND USE AND BUILDING TYPE: Each Lot shall be used for residential purposes only, and no structures shall be erected or allowed to remain on any Lot except one detached, single family dwelling not exceeding two stories and an attic (finished or unfinished) in height, a basement (finished or unfinished) and a garage (which may include living quarters).

3. RESUBDIVISION OF LOTS: No Lot shall be resubdivided except with the written consent of the Declarant.

4. NUISANCES: No portion of a Lot shall be used for business, manufacturing or commercial purposes, nor shall any animals, fowl or merchandise be kept or allowed to remain on a Lot for commercial purposes, and no animals other than household pets shall be kept or allowed to remain on a Lot for any purpose, nor shall anything be done on a Lot which is a nuisance or an annoyance to the community. Each Lot owner shall maintain his or her buildings, improvements, landscaping and grounds in a safe, clean and orderly condition.

5. DWELLING SIZE: No dwelling shall be erected or allowed to remain on a Lot if the floor area of the main structure, exclusive of open porches and garages, shall be less than 1,450 square feet.

6. ARCHITECTURAL CONTROL: Only dwellings and other improvements which have been approved in writing by the Declarant prior to commencing clearing, grading or construction of any kind on a Lot will be permitted. Upon completion of the foundation, and before proceeding with further building construction, an actual field survey of the foundation shall be presented to the Declarant to ensure that it has been constructed in accordance with the site plan. The survey must show the proposed location of driveways and shall indicate the actual distance from the building at its closest point to all property lines. All improvements shall comply with the plans as presented unless changes are approved in writing by the Declarant. All drives and walks must be paved with concrete, asphalt or brick. No flat roofs will be permitted without the written permission of Declarant. All Lots on which a dwelling is approved and built shall be landscaped in accordance with landscaping plans approved by Declarant. Landscaping must be finished upon completion of the dwelling. Total construction time from the date of final

approval of the proposed construction plans to the completion of the dwelling ready for occupancy shall not exceed nine (9) months. Any structure or facility for providing alternative sources of energy (such as solar, wind or bio-mass) or for television or other signal reception (such as antenna or satellite dish) shall be erected and maintained only with the prior written approval of the Declarant. The written approval of the Declarant shall also be required to erecting, placing or altering mail boxes, permanent signs, newspaper boxes and outdoor lighting upon any Lot. No chain-link fences shall be permitted.

7. BUILDING SETBACK: No building shall be erected or allowed to remain on any Lot nearer the property lines of that Lot than those distances prescribed by the Code of Ordinances of the Town of Cary, North Carolina.

8. UTILITIES: All water, sewer, gas, electric, telephone, television and other utility lines and connections between the main utility lines and the dwelling and other structures located on each Lot shall be located underground and concealed so as not to be visible.

9. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and Declarant further reserves an easement for and the right at any time in the future to grant rights-of-way for the installation and maintenance of public utilities across, on or under each Lot at a distance of not more than ten (10) feet from the front, rear, and side lines of each Lot.

10. PLACEMENT OF DWELLING: The main dwelling on any Lot shall not be erected or allowed to remain facing in any direction except toward the street abutting the front of said Lot, which as to a corner Lot shall be the street upon which said Lot has the least frontage, except with the written consent of the Declarant.

11. TEMPORARY STRUCTURES: No structure of a temporary character shall be erected or allowed to remain on any Lot and no basement (unless said basement is part of a dwelling erected at the same time), tent, shack, mobile home, barn or other outbuilding erected on a Lot shall be used as a residence either permanently or temporarily. Neither shall any trailer, recreational vehicle, motor home, building material or non-operative motor vehicle be stored on any Lot, except as specifically permitted in writing by the Declarant.

12. OUTDOOR STRUCTURES AND VEHICLES: No outside clothes lines, tree houses, play houses, motorcycles, supplies, tractors, boats, trucks (other than one pick-up truck rated

one-half ton or less), trailers, vans, (except one non-commercial van owned and operated on a regular daily basis by the owner-occupants of the Lot and dwelling in question), campers or other equipment vehicles, except for operative automobiles, shall be regularly parked or stored in any area on a Lot except inside an enclosed building, behind screening approved by the Declarant, or as consented to in writing by the Declarant. Garbage and other refuse containers, transformers, air conditioning and other mechanical equipment, including solar and other alternative energy devices approved by the Declarant, shall be either concealed within a screen or integrated with the building design so as to be inconspicuous.

13. APPLICATION OF RESTRICTIONS: The foregoing covenants and restrictions shall apply only to the Lots and nothing contained herein shall preclude the Declarant from altering the size or direction of frontage of any property other than the Lots, or the location of any streets or roads other than portions of such streets or roads as abut the Lots, or from establishing business districts or from establishing or allowing to be established hospitals, schools, hotels, or other institutions which in his opinion will be for the benefit of the community in which the Lots are located.

14. WAIVER OF AN CONSENT TO VIOLATIONS: The Declarant may waive any violation of these Restrictive Covenants by an appropriate instrument in writing; provided, however, that if the violation occurs on any Lot or Lots which abuts or abut a Lot or Lots which have been conveyed to a fee simple owner or owners of such contiguous Lot or Lots, the written waiver of such violation by such owner or owners shall also be obtained.

15. 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 thirty (30) 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.

16. 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 damages.

17. ASSIGNMENT BY THE DECLARANT: The Declarant shall have the right to assign its rights under this Declaration, in whole or in part, to any person or entity by an express transfer of such rights, including, but not limited to, the right to transfer his powers under Paragraph 6 above to an Architectural Committee appointed by the Declarant.

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18. SEVERABILITY: Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

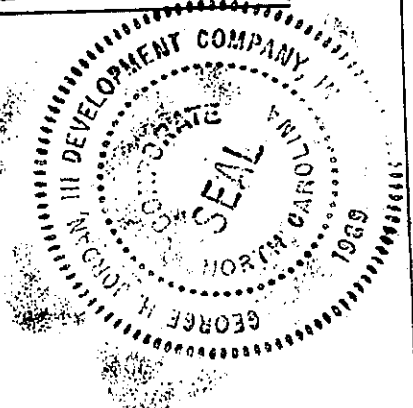
IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

GEORGE H. JORDAN, III DEVELOPMENT
COMPANY, INC.

BY: *George H. Jordan III* (SEAL)
George H. Jordan, III, President

(Corporate Seal)

Attest: *James A. Earle*
ASSISTANT Secretary



BK5098PG0496

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Thomas A. Earls personally came before me this day and acknowledged that he is Asst. Secretary of GEORGE H. JORDAN, III DEVELOPMENT COMPANY, INC., a North Carolina 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 Asst. Secretary.

Witness my hand and official stamp or seal, this 6th day of February, 1992.

Diana S. Whittaker
Notary Public



DIANNA S. WHITTAKER
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 7-21-93

My Commission Expires: _____.

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of _____

Thomas A. Earls & Diana S. Whittaker
Notar(y)(ies) Public is

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By Deborah Elliott
Asst./Deputy Register of Deeds

BRADY, SCHILAWSKI,
EARLS and INGRAM
ATTORNEYS AT LAW
P.O. BOX 5529
CARY, NORTH CAROLINA 27511

BK5958PG0617

HOLD FOR BROWN & BUNCH

Prepared by and ~~after recording hold for:~~
BRADY, SCHILAWSKI, EARLS AND INGRAM

STATE OF NORTH CAROLINA
COUNTY OF WAKE

DECLARATION SUBJECTING
ADDITIONAL LAND TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR NORTHWOODS
RECORDED IN BOOK 3497,
PAGE 468, WAKE COUNTY
REGISTRY

PRESENTED
FOR
REGISTRATION

94 JAN -7 PM 2:37
KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

THIS DECLARATION, made this 3rd day of JANUARY,
1994, by GEORGE H. JORDAN, III, a citizen and resident of Wake
County, North Carolina, hereinafter referred to as the
"Declarant", and GEORGE H. JORDAN, III DEVELOPMENT COMPANY,
INC., a North Carolina corporation, hereinafter referred to as
"Owner";

WITNESSETH:

Declarant hereby declares that the following described
real property, located in Cary Township, Wake County, North
Carolina, is and shall be, with the consent of the Owner as
indicated by its joinder in this Declaration, annexed and
held, transferred, sold and conveyed subject to the
Declaration of Covenants, Conditions and Restrictions for
Northwoods which are recorded in Book 3497, Page 468, Wake
County Registry:

BEING all of Lots 29 thru 41, inclusive,
of King's Wood, Phase II, a portion of
Northwoods P.U.D., as shown on map
recorded in Book of Maps 1993, Page 1474,
Wake County Registry, North Carolina.

The hereinabove described additional land shall be
subject to all the terms, requirements and conditions of said
Declaration of Covenants, conditions and Restrictions for
Northwoods and any and all Amendments thereto, the provisions

BRADY, SCHILAWSKI,
EARLS and INGRAM
ATTORNEYS AT LAW
P.O. BOX 5528
CARY, NORTH CAROLINA 27512

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of which are herein specifically incorporated by reference as if fully set forth herein.

IN WITNESS WHEREOF, Declarant and Owner have caused this instrument to be executed the day and year first above written.

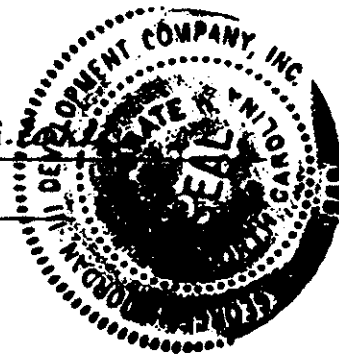
 (SEAL)
George H. Jordan, III

GEORGE H. JORDAN, III
DEVELOPMENT COMPANY, INC.


George H. Jordan, III
President

Attest:


ASSISTANT



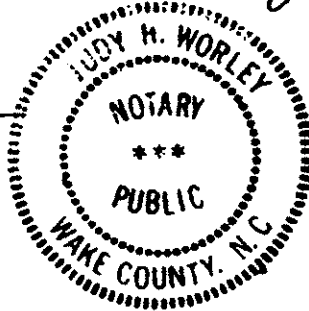
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STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that GEORGE H. JORDAN, III personally appeared before me this day and acknowledged that due execution of the foregoing instrument. Witness my hand and official stamp or seal, this 3rd day of January, 1994.

My commission expires: 9-19-94

Judy H. Worley
Notary Public

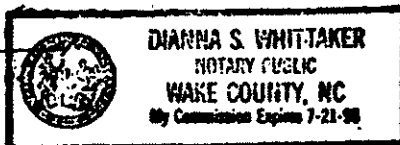


STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that THOMAS A. EARLS personally came before me this day and acknowledged that he is ASSISTANT Secretary of GEORGE H. JORDAN, III DEVELOPMENT COMPANY, INC., a North Carolina 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 him as its ASSISTANT Secretary. Witness my hand and official stamp or seal, this 3 day of January, 1994.

My commission expires: _____

Dianne S. Whittaker
Notary Public



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of

Judy H. Worley &
Dianne S. Whittaker
Notary Public is

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By Kenneth C. Wilkins
Acting Register of Deeds

BK6099PG0417

PRESENTED
FOR
REGISTRATION

HOLD. BROWN & BUNCH

Prepared by and after recording held for:
BRADY, SCHILAWSKI, EARLS and INGRAM

94 APR 26 AM 11:28

KENNETH C. WILKINS
REGISTER OF DEEDS

STATE OF NORTH CAROLINA
COUNTY OF WAKE

DECLARATION SUBJECT TO
ADDITIONAL LAND TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR NORTHWOODS
RECORDED IN BOOK 3497,
PAGE 468, WAKE COUNTY
REGISTRY

THIS DECLARATION, made this 21 day of April, 1994, by
GEORGE H. JORDAN, III, a citizen and resident of Wake County,
North Carolina, hereinafter referred to as the "Declarant",
and GEORGE H. JORDAN, III DEVELOPMENT COMPANY, INC., a North
Carolina corporation, hereinafter referred to as "Owner";

WITNESSETH:

Declarant hereby declares that the following described
real property, located in Cary Township, Wake County, North
Carolina, is and shall be, with the consent of the Owner as
indicated by its joinder in this Declaration, annexed and
held, transferred, sold and conveyed subject to the
Declaration of Covenants, Conditions and Restrictions for
Northwoods which are recorded in Book 3497, Page 468, Wake
County Registry:

BEING all of Lots 25 thru 28, inclusive,
of King's Wood, Phase II, a portion of
Northwoods P.U.D., as shown on map
recorded in Book of Maps 1993, Page 1474,
Wake County Registry, North Carolina.

The hereinabove described additional land shall be
subject to all the terms, requirements and conditions of said
Declaration of Covenants, conditions and Restrictions for
Northwoods and any and all Amendments thereto, the provisions
of which are herein specifically incorporated by reference as

BRADY, SCHILAWSKI,
EARLS and INGRAM
ATTORNEYS AT LAW
P.O. BOX 5529
CARY, NORTH CAROLINA 27512

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if fully set forth herein.

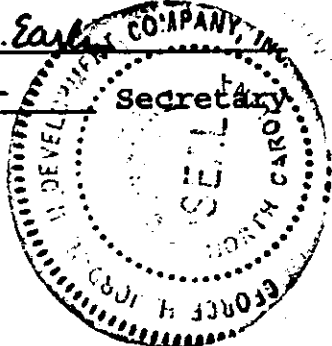
IN WITNESS WHEREOF, Declarant and Owner have caused this instrument to be executed the day and year first above written.

George H. Jordan, III (SEAL)
George H. Jordan, III

GEORGE H. JORDAN, III
DEVELOPMENT COMPANY, INC.

George H. Jordan, III
President

Attest:

Sharon G. Earls COMPANY, INC.
ASSISTANT Secretary


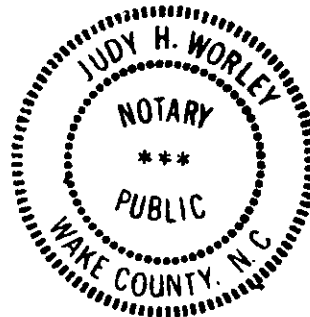
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STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that GEORGE H. JORDAN, III personally appeared before me this day and acknowledged that due execution of the foregoing instrument. Witness my hand and official stamp or seal, this 22nd day of April, 1994.

My commission expires: 9-19-94

Judy H. Worley
Notary Public

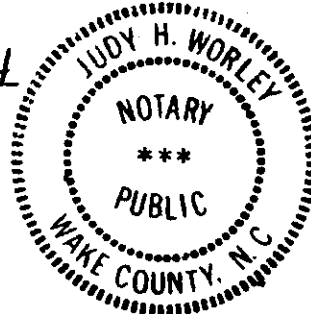


STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that THOMAS A. EARLS personally came before me this day and acknowledged that he is ASSISTANT Secretary of GEORGE H. JORDAN, III DEVELOPMENT COMPANY, INC., a North Carolina 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 him as its ASSISTANT Secretary. Witness my hand and official stamp or seal, this 21 day of APRIL, 1994.

My commission expires: 9-19-94

Judy H. Worley
Notary Public



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate is of

Judy H. Worley
Notary Public is

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By Meta N. Harris
Asst./Deputy Register of Deeds

BB
EJ
CAJ

BK6376PG0332

Prepared by and after recording hold for: BRADY, SCHILAWSKI, EARLS AND INGRAM
000281

PRESENTED
BROWN & BLAZIER
FOR
REGISTRATION

94 DEC 15 PM 12:24

STATE OF NORTH CAROLINA
COUNTY OF WAKE

DECLARATION SUBJECTING
ADDITIONAL LAND TO REGISTRATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RESTRICTIONS FOR NORTHWOODS
RECORDED IN BOOK 3497,
PAGE 468, WAKE COUNTY
REGISTRY

THIS DECLARATION, made this 7 day of December, 1994,
by GEORGE H. JORDAN, III, a citizen and resident of Wake
County, North Carolina, hereinafter referred to as the
"Declarant", and GEORGE H. JORDAN, III DEVELOPMENT COMPANY,
INC., a North Carolina corporation, hereinafter referred to as
"Owner";

WITNESSETH:

Declarant hereby declares that the following described
real property, located in Cary Township, Wake County, North
Carolina, is and shall be, with the consent of the Owner as
indicated by its joinder in this Declaration, annexed and
held, transferred, sold and conveyed subject to the
Declaration of Covenants, Conditions and Restrictions for
Northwoods which are recorded in Book 3497, Page 468, Wake
County Registry:

BEING all of Lots 1 thru 17, inclusive,
of King's Wood, Phase III, a portion of
Northwoods P.U.D., as shown on map
recorded in Book of Maps 1994, Page 1772,
Wake County Registry, North Carolina.

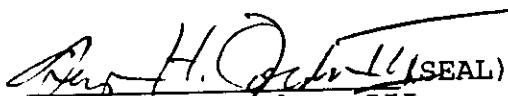
The hereinabove described additional land shall be
subject to all the terms, requirements and conditions of said
Declaration of Covenants, conditions and Restrictions for
Northwoods and any and all Amendments thereto, the provisions

BRADY, SCHILAWSKI,
EARLS and INGRAM
ATTORNEYS AT LAW
P.O. BOX 5529
CARY, NORTH CAROLINA 27512

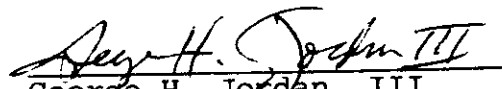
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of which are herein specifically incorporated by reference as if fully set forth herein.

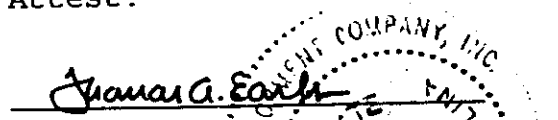
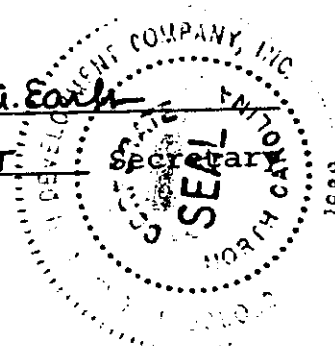
IN WITNESS WHEREOF, Declarant and Owner have caused this instrument to be executed the day and year first above written.

 (SEAL)
George H. Jordan, III

GEORGE H. JORDAN, III
DEVELOPMENT COMPANY, INC.


George H. Jordan, III
President

Attest:


ASSISTANT SECRETARY


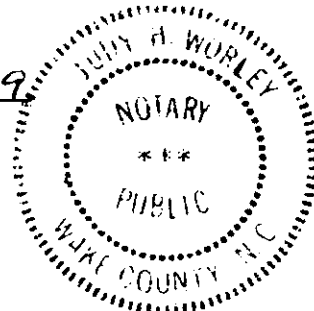
BK6376 PG0334

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that GEORGE H. JORDAN, III personally appeared before me this day and acknowledged that due execution of the foregoing instrument. Witness my hand and official stamp or seal, this 7th day of December, 1994.

My commission expires: 9-19-99

Judy H. Worley
Notary Public

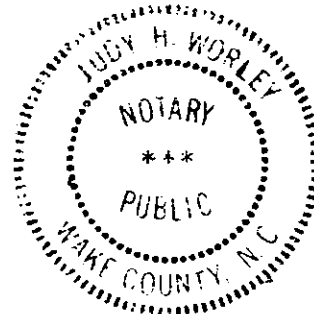


STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that THOMAS A. EARLS personally came before me this day and acknowledged that he is ASSISTANT Secretary of GEORGE H. JORDAN, III DEVELOPMENT COMPANY, INC., a North Carolina 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 him as its ASSISTANT Secretary. Witness my hand and official stamp or seal, this 7th day of December, 1994.

My commission expires: 9-19-99

Judy H. Worley
Notary Public



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate is of

Judy H. Worley
Notary Public is

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

Deborah Ellwood
Asst./Deputy Register of Deeds

BK 7095PG0350

PRESENTED
FOR
REGISTRATION

Prepared by and Hold for:
W. Robbins Cox
Cox and Cox, LLP
4300 Six Forks Road, Suite 720
Raleigh, NC 27609

000666

96 JUL 31 PM 3:26

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

STATE OF NORTH CAROLINA

DECLARATION OF PROTECTIVE
COVENANTS AFFECTING KING'S WOOD
SUBDIVISION, PHASE 4A

COUNTY OF WAKE

THIS DECLARATION is made this 31 day of July, 1996
1996, by GEORGE H. JORDAN, III DEVELOPMENT COMPANY, INC., hereinafter called
Declarant:

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article I of this Declaration, and is desirous of subjecting the real property described in said Article I to the restrictions, covenants, reservations, provisions and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for such owners thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, 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 conditions, restrictions, covenants, reservations, provisions and easements hereinafter set forth.

ARTICLE I

REAL PROPERTY SUBJECT TO DECLARATION

The real property is and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, provisions and easements with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration. The real property is located in Wake County, North Carolina, and is more particularly described as follows:

BK7095PG0351

⁵⁷⁻
Lots ~~56~~ 58, 77-83 and 92-94, inclusive, of King's Wood, Phase 4A as shown in Book of Maps 1996, Page 465, Wake County Registry.

Lots 84-91 of King's Wood, Phase 4A as shown in Book of Maps 1996, Page 466, Wake County Registry.

The Declarant may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, provisions and easements herein set forth by appropriate references hereto.

ARTICLE II

GENERAL PURPOSES OF DECLARATION

The real property described in Article I hereof is subject to the covenants, restrictions, conditions, reservations, provisions, and easements hereby declared to insure the best use and the most appropriate development and improvement of each residential building lot thereof; to protect the owners of residential lots and 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, or structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes with appropriate locations on residential lots; to prevent haphazard and inharmonious improvement of residential lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and, in general, to provide adequately for a high quality of improvement in said property and thereby to enhance the values of investments made by purchasers of residential lots.

ARTICLE III

COVENANTS, CONDITIONS AND RESTRICTIONS

The following covenants, conditions and restrictions shall apply to the property described in Article I and to any additional property subjected to the Declaration:

- (a) All lots in King's Wood Subdivision shall be for residential use and no part of any lot shall be used for public streets, road or alley.

- (b) No building shall be erected, altered, placed or permitted to remain on any lot, other than a detached, single family dwelling, not to exceed two stories in height, a private garage for not more than three automobiles, and a storage building of like construction, subject to the conditions of Paragraph (g) herein.
- (c) The Declarant reserves the right to make such modifications and exceptions to the restrictions and reservations herein created so long as such exceptions, modifications and alterations promote the orderly and harmonious development of the property subjected thereto. Upon conveyance of Declarant's final lot in the King's Wood Subdivision, inclusive of all planned phases, Declarant shall assign the rights to a homeowners committee as voted on and approved by the lot owners at that time.
- (d) No business, profession, professional clinic, or other trade or activity shall be carried on upon any lot or in any building erected thereon, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Declarant reserves the right to use of one residential lot and dwelling as a model for sales and/or on-site office purposes.
- (e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the lots shall at any time be used as a residence temporarily or permanently, nor shall any structure of any temporary character be used as a residence.
- (f) No stable, barn or pen for domestic animals shall be erected or be allowed to remain on any lot. No animals, except household domestic pets, shall be kept on any lot.

- (g) Prior to any construction all plans, specifications, and builders for any improvements, structures or additions shall be approved in writing by the Declarant or the Declarant's assignee. No structures shall be allowed in the front yard, defined as the area between the front property line and the front of the dwelling line extended to the side lot line.
- (h) No property in the subdivision shall be used for the sale or display of any new or used automobiles, nor shall junk automobiles or other junk be allowed to accumulate on any lot of the subdivision.
- (i) Easements for the installation and maintenance of utilities and drainage facilities are reserved in the development, and Declarant reserves the right to grant and convey such easements.
- (j) Fencing - Decorative fencing of good quality may be erected, but shall be approved by Declarant or Declarant's assignee in advance as to material and location, however, said fencing shall not be erected nearer the front property line than the actual front house or dwelling line. Fencing must be maintained by the Lot owner in a good state of repairs.
- (k) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until July 15, 2016, at which time said covenants shall be automatically extended for successive periods of (10) years unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.
- (l) If any owner of these lots or any heir or assign, or successor in title, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, persons, firms or corporation owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or

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persons, firms and corporations, violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or any other dues for such violation.

- (m) Invalidation of any one or more of these covenants by judgment or court order shall not affect any of the remaining provisions hereof and which shall remain in full force and effect.
- (n) No solar panels may be installed that are visible from any street in the subdivision.
- (o) No T.V. or video satellite dish may be placed or installed on any lot except those which can be installed in the interior of the dwelling.
- (p) Swimming pools of any kind shall be installed only after review and written approval from Declarant as to style, located and design, such written approval not to be unreasonably withheld. All swimming pools must be within an enclosed structure.
- (q) No sign other than real estate "for sale" signs shall be allowed on any lot.

IN TESTIMONY WHEREOF, GEORGE H. JORDAN, III DEVELOPMENT COMPANY, INC., Declarant, has executed this Declaration as of the day and year first above written. The New Fortis Corporation as owner of Lots 78, 87, 89, 90 and 91 join in the execution of this Declaration and Lots 80, 81, 86 and 92 for the purpose of subjecting these lots to the protective covenants contained in this Declaration.

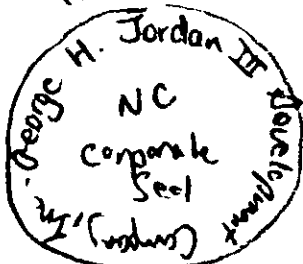
GEORGE H. JORDAN, III,
DEVELOPMENT COMPANY, INC.

ATTEST:

W. Rottler, Esq.
Asst. Secretary

By: George H. Jordan III
President

(CORPORATE SEAL)



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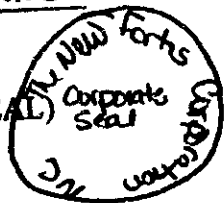
THE NEW FORTIS CORPORATION

ATTEST:

Jesse Odom
Asst Secretary

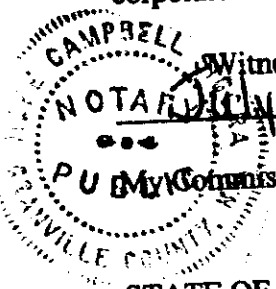
By: [Signature]
VICE President

(CORPORATE SEAL)



STATE OF NORTH CAROLINA
COUNTY OF ~~WAKE~~ Granville

I, a Notary Public for the above county and state, do hereby certify that W. Robbins Coy personally appeared before me this day and acknowledged that he is Asst. Secretary of George H. Jordan, III, Development Company, Inc., a North Carolina 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 W. Robbins Coy as its Asst. Secretary.



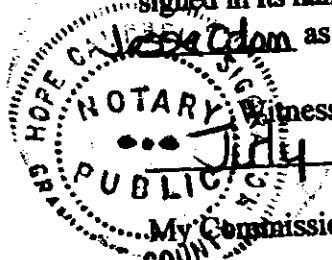
Witness my hand and notarial stamp or seal, this the 31st day of July, 1996.

My Commission Expires: 12-7-97

Hope Campbell Sigora
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public for the above county and state, do hereby certify that Jesse Odom personally appeared before me this day and acknowledged that he is Asst Secretary of The New Fortis Corporation, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by Jesse Odom as its Asst Secretary.



Witness my hand and notarial stamp or seal, this the 31st day of July, 1996.

My Commission Expires: 12-7-97

Hope Campbell Sigora
Notary Public

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate

Hope Campbell Sigora

Notary Public is

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

Kenneth C. Wilkinson
Asst/Deputy Register of Deeds

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PREPARED BY AND HOLD FOR:
Cox and Cox, LLP

000587

PRESENTED
FOR
REGISTRATION

97 AUG 15 PM 4:07

LAURA H. RIDDICK
REGISTER OF DEEDS
WAKE COUNTY

NORTH CAROLINA

WAKE COUNTY

DECLARATION OF ANNEXATION OF
KING'S WOOD, PHASE 4B,
AS SHOWN ON BOOK OF MAPS 1997, PAGE
1203 OF THE WAKE COUNTY REGISTRY

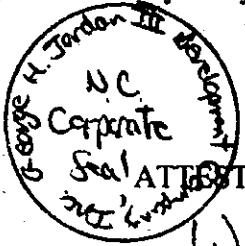
This Declaration of Annexation made on this the 14th day of August, 1997 by George H. Jordan, III Development Company, Inc., a North Carolina corporation hereinafter referred to as "Declarant".

1. Reference is made to Article I of a document entitled "DECLARATION OF COVENANTS AFFECTING KING'S WOOD SUBDIVISION, PHASE 4A" recorded in Book 7095, Page 350, Wake County Registry, hereinafter referred to as the "Declaration".

2. Pursuant to authority contained in Article I of the Declaration, the Declarant does hereby annex and subject to the Declaration the following described property: Being all of Lots 58-76 of King's Wood, Phase 4B, as shown in Book of Maps 1997, Page 1203 of the Wake County Registry.

10.80

IN WITNESS WHEREOF, George H. Jordan, III Development Company, Inc. has executed
this Declaration of Annexation by authority of the Board of Directors of its corporation on this the
day and year first above written.



GEORGE H. JORDAN, III DEVELOPMENT COMPANY, INC.

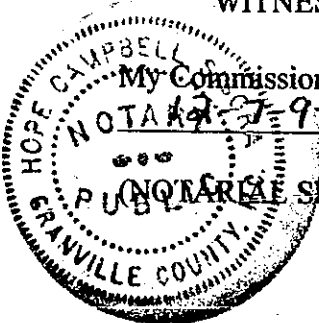
W. Robbins Cox
ASST Secretary

BY: George H. Jordan, III
President

NORTH CAROLINA
WAKE COUNTY
Granville

I, the undersigned, a Notary Public in and for the said State and County, do hereby certify
that W. Robbins Cox personally appeared before me this day and acknowledged that he is the
Asst. Secretary of George H. Jordan, III Development Company, Inc., a corporation, and that
by authority duly given 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 him self as its
Asst. Secretary.

WITNESS my hand and notarial seal this the 14th day of ^{August} ~~May~~, 1997.



My Commission Expires: 12-31-97

Hope Campbell Sigora
Notary Public

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of _____

Hope Campbell Sigora
Notar(y)(ies) Public

is (are) certified to be correct. This instrument and this certificate are duly registered at the date and
time and in the book and page shown on the first page hereof.

LAURA M. RIDDICK, Register of Deeds

By Robert A. Selager
Asst/Deputy Register of Deeds