

STATE OF NORTH CAROLINA

RESTRICTIVE COVENANTS
FOR
KINGSWOOD SUBDIVISION
SECTIONS III, IV, & V

COUNTY OF HENDERSON

This declaration of limitations, restrictions and uses is made and entered into this 17th day of August, 1979 by KIRK CAMPBELL, Attorney-in-Fact for DR. T. K. CAMPBELL and LARUE FAYE CAMPBELL;

W I T N E S S E T H :

WHEREAS, the undersigned, KIRK CAMPBELL, Attorney-in-Fact for DR. T. K. CAMPBELL and LARUE FAYE CAMPBELL (hereinafter called the developer), is the owner of that certain real property known as Sections III, IV & V of the Kingswood Subdivision as shown on the plat thereof recorded in the Office of the Register of Deeds of Henderson County on Slide 26-A, Plat Cabinet A, and

WHEREAS, the said developer desires to subject all of the property known as Kingswood Subdivision, Sections III (except Lot #30 of III, to which these restrictions do not apply), IV & V as shown on the plat thereof recorded in Plat Cabinet A, Slide 26-A, Henderson County Registry to the following limitations, restrictions and uses which shall run with the land as set forth in these covenants and restrictions and be binding not only upon the undersigned developer but upon all of its successors in title;

NOW, THEREFORE, the said developer does hereby make the following declaration as to limitations, restrictions and uses to which the above described property known as Kingswood Subdivision, Sections III, IV & V shall be subject:

1. All lots in Sections III, IV & V of the Kingswood Subdivision shall be used solely for residential purposes, and said lots shall not be used for any business or commercial activity. No commercial structure of any type shall be placed upon or constructed with Sections III, IV & V of the subdivision.

2. No structure on any lot shall be erected, placed, or permitted to remain on any lot except one detached single family dwelling or one duplex of not more than two stories in height (excluding basement) as well as a private garage (attached or detached) for not more than four (4) automobiles. There may also be constructed such other outbuildings

in the rear of the dwelling house which may be incidental to the normal residential use of the principal dwelling. No one story residence may be erected containing less than 1200 square feet of heated living space (excluding decks, basement, garages, and porches), and no two story dwelling place may be erected containing less than 900 square feet heated living space (excluding basement, decks, garages and porches).

3. No residence shall be constructed upon any lot of less than 20,000 square feet of land.

4. No trade or business shall be carried on upon any lot. No noxious or offensive activity may be conducted on the property.

5. No animals of any kind, except household pets, may be kept or permitted on the property. The term "household pets" does not include cattle, swine, goats, poultry, fowl, horses or ponies. Any household pets kept by any owner of property shall be, where appropriate, properly inoculated.

6. No mobile home, trailer, tent, shack, garage, basement of an unfinished house or other out building shall be used at any time as a residence, whether temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. The building line of any structure on any lot shall not be less than 30 feet from the right of way of any roadway on which the lot borders, and not less than 10 feet from any other lot line. If adjoining lots are owned by a single owner, his lot lines, for the purposes of the setback line, shall be the outside perimeter of the entire contiguous tract owned by that property owner.

8. Easements affecting all lots on the property are reserved as shown on the recorded plat for the installation and maintenance of utilities and drainage facilities. Neither the developers nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees or flowers, or to other property of the owner situated on the land covered by the easement. Where two or more adjoining lots are owned by the same owner, no such easements shall be reserved along the interior lot lines.

9. No sign of any kind shall be displayed to the public view on any lot, except one of not more than five (5) square feet advertising

property for sale or rent, and signs used by a builder to advertise the property during the construction and sales period. A sign may be erected at the entry to the subdivision to identify the subdivision. This restriction does not apply to the developers for marketing and land development activities.

10. The property shall not be used or maintained as a dumping ground for trash or rubbish. No lot or frontage of any lot on any road shall be used as a parking place for abandoned vehicles. Each owner shall provide receptacles for trash or garbage in a screened area not generally visible from adjacent properties or shall provide underground receptacles. No trash shall be piled on the lawn, street or gutter areas and allowed to remain more than twenty-four (24) hours. All trash and rubbish shall be removed from the owner's property at least weekly. No owner shall allow trash or rubbish to accumulate so as to be unsightly or create a fire or health hazard. All incinerators or other equipment for the storage or disposal of trash or rubbish shall be kept in a clean and sanitary condition.

11. Each property owner shall maintain his property so as to give a neat and orderly appearance. All owners of property shall regularly cut grass and weeds on the property to prevent an unsightly and unsanitary condition.

12. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or be permitted to remain on any corner lot within the triangler area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded corner, from the intersection of the street property lines extended. The same sight line limitations shall apply in any lot within ten (10) feet from the intersection of the street property line with the edge of the driveway or alley. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height so as to permit clear visibility free from obstruction.

13. Prior to the construction of any structure on any lot, written approval for the design and location of the structure must be obtained from the developer, its successor or assigns, for that purpose. The

developer, its successor or assigns, shall approve or disapprove in writing the design and location within thirty (30) days of the owner's written request.

14. These covenants and restrictions may be enforced at law for damages or in equity to compel compliance by any owner of property within Section III, IV & V of the Kingswood Subdivision. The failure of any property owner to enforce any covenant or restriction herein shall not be deemed the waiver of any right to do so.

15. The invalidation of any one or more or any part of one or more of these covenants and restrictions shall not affect or invalidate the remaining restrictions or portions thereof.

16. Any portion of these covenants and restrictions may be released, changed, modified or amended by a majority vote of the then property owners of lots shown on the plat for Kingswood Subdivision, Sections III, IV & V. Each owner, including the developer, shall have one vote for each and every lot owned by that owner within the property covered by these restrictions. The written and recorded modifications of these restrictions, signed by owners of a majority of lots, shall be sufficient to constitute an amendment of these restrictions without notification to any other person.

17. These covenants, restrictions and easements are to run with the land and to take affect immediately upon their recordation in the Henderson County Registry and shall be binding upon all owners of the property affected, their heirs, executors, administrators, successors and assigns, as well as upon all parties and all persons claiming under or through them until January 1, 1990, after which time these covenants, restrictions and easements shall be automatically extended for successive periods of ten (10) years each unless it is agreed by a vote of the majority of the owners of the lots to change the same in whole or in part.

18. The following persons have acquired title to the following numbered lots and join in execution of these restrictive covenants so as to commit their lots to these covenants as if the lots had not yet been conveyed by the attorney in fact:

Gwendolyn M. Pendleton, Trustee - Lot #32, Section III

Beryl Inez Harrison and Karylee Elizabeth Powell - Lot 57,

Section V

19. In determining any vote of lot owners allowed by these restrictive covenants, each lot owner, including the developer, shall have one vote for each and every lot owned by that lot owner within the subdivision.

The undersigned does hereby declare that the advantages accruing from this property from the covenants and restrictions herein above set forth constitute good and valuable consideration for the execution of this instrument.

In witness whereof, the undersigned has caused these presents to be signed and sealed, this day and year first above written.

Kirk Campbell (SEAL)
KIRK CAMPBELL, Attorney-in-Fact for
DR. T. K. CAMPBELL and wife, LARUE
FAYE CAMPBELL

Gwendolyn M. Pendleton (SEAL)
GWENDOLYN M. PENDLETON, Trustee

Beryl Inez Harrison (SEAL)
BERYL INEZ HARRISON

Karylee Elizabeth Powell (SEAL)
KARYLEE ELIZABETH POWELL

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Alma J. Healy, do hereby certify that KIRK CAMPBELL, Attorney-in-Fact for DR. T. K. CAMPBELL and wife, LARUE FAYE CAMPBELL, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of DR. T. K. CAMPBELL and wife, LARUE FAYE CAMPBELL and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds for Henderson County on Jan 9 1979, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said KIRK CAMPBELL acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said DR. T. K. CAMPBELL and wife, LARUE FAYE CAMPBELL.



WITNESS my hand and official seal, this 29 day of August.

Alma J. Healy
Notary Public