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RECORDED AND VERIFIED
REBECCA P. TUCKER
REGISTER OF DEEDS
NEW HANOVER COUNTY, NC

AUG 12 4 10 PM '88

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
KINGSLAND WOODS

This Declaration, made the 10th day of August, 1988, by **Hanover Associates**, a North Carolina General Partnership, acting by and through one of its duly authorized General Partners, **Laney Builders, Inc.**, a North Carolina Corporation, hereinafter referred to as "**Declarant**";

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WITNESSETH:

Whereas, **Declarant** and those Lot Owners who have executed the Joinder and Consent forms hereto attached and incorporated by reference, (herein the "Owners"), are the Owners of certain real property in Masonboro Township, New Hanover County, North Carolina, (hereinafter referred to as the "Properties") which is more particularly described as follows:

Being all of **Lots 1 through 46**, inclusive, in **Kingsland Woods** as shown on the plat thereof recorded or to be recorded in the Office of the Register of Deeds of New Hanover County, North Carolina, to which plat reference is hereby made for a more particular description.

Now, therefore, **Declarant** and the Owners hereby declare that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I.

DEFINITIONS

SECTION 1. Owner shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 2. Properties shall mean and refer to all of Kingsland Woods subdivision.

SECTION 3. Lot shall mean and refer to any of the numbered Lots in Kingsland Woods.

SECTION 4. Declarant shall be used interchangeably with "Developer" (which designations may be used herein in the third person neuter for convenience only, but such terms shall include singular, plural, masculine and neuter as required by the context) to mean and refer to **Hanover Associates**, a North Carolina General Partnership, its successors and assigns, if such successors or assigns should acquire undeveloped Property from the **Declarant** for the purpose of development.

SECTION 5. Declaration shall mean this instrument as it may be from time to time amended or supplemented.

RETURNED TO

B4B/C MW

Draftsman: DAVID C. BAREFOOT
BURNEY, BURNEY, BAREFOOT & BAIN
110 North Fifth Avenue/Post Office Box 89
Wilmington, North Carolina 28402

134289

ARTICLE II.**EASEMENTS**

SECTION 1. Perpetual, alienable easements are reserved as necessary in the Properties for the installation and maintenance of underground utilities and drainage facilities.

SECTION 2. An easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency services to enter upon the Lots and common area in the performance of their duties.

SECTION 3. In case of any emergency originating in or threatening any Lot, regardless whether any Lot Owner is present at the time of such emergency, the **Declarant**, or its designee, or any other person authorized by it, shall have the right to enter any Lot for the purpose of remedying or abating the causes of such emergency and making any other necessary repairs not performed by the Lot Owners, and such right of entry shall be immediate.

SECTION 4. The **Declarant** reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right, on, over and under the ground with men and equipment to erect, maintain, inspect, repair and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over each Lot and such other areas as are shown on the plat of the Properties recorded or to be recorded in the office of the Register of Deeds of New Hanover County; provided further, that the **Declarant** may cut drainways for surface water whenever such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or on any residential Lot now or subsequently designated for such use or to locate same upon any Lot with the permission of the Owner of such Lot. Such rights may be exercised by any licensee of the **Declarant**, but this reservation shall not be considered an obligation of the **Declarant** to provide or maintain any such utility or service.

SECTION 5. The **Declarant** reserves unto itself, its successors and assigns, the right to subject the real property in this Subdivision to a contract with Carolina Power & Light Company for installation of street lighting, which contract requires or will require a continuing monthly payment to Carolina Power & Light Company by each residential customer for street lighting service.

SECTION 6. All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof, regardless of whether or not reference to said easement is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration.

ARTICLE III.**UTILITIES**

SECTION 1. Water Service. Water service for Kingsland Woods shall be provided by Cape Fear Utilities, Inc., its successors or assigns. No Lot Owner may drill or otherwise construct a water well on any Lot in Kingsland Woods, or use any other source of water supply for household use, except for irrigation purposes, and then only with the consent of Cape Fear Utilities, Inc., its successors or assigns.

SECTION 2. Sewer Service. All Lots will be tied into the New Hanover County Sewer System. All sewer tap fees and monthly charges for sewer service will be the responsibility of each individual Lot Owner.

ARTICLE IV.

ARCHITECTURAL CONTROL

SECTION 1. Developer's Rights. All duties and responsibilities conferred upon the Architectural Control Committee by this Declaration shall be exercised and performed by the **Declarant** or its Designee, so long as **Declarant** shall own any Lot in the Properties or any additions annexed thereto by Supplemental Declaration or Amendment to this Declaration.

SECTION 2. Building and Site Improvements. No dwelling, fence, wall or other structure shall be commenced, erected, or maintained upon any Lot in the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the **Declarant**, or its designee, or, after the sale of all Lots by **Declarant**, an architectural control committee composed of three (3) or more representatives of the Lot Owners elected by a majority vote of Lot Owners present at a duly called meeting of the Lot Owners at which a majority of the number of Lot Owners is represented in person or by proxy. In the event the **Declarant**, or its designee, or, if applicable, the Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Refusal of approval of any such plans, location or specification may be based upon any ground, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of the **Declarant** or Architectural Control Committee shall seem sufficient. One copy of all plans and related data shall be furnished to the **Declarant** or Architectural Control Committee, as the case may be, for its records. Neither the **Declarant** nor the Architectural Control Committee shall be responsible for any structural or other defects in plans or specifications submitted to it or any structure erected according to such plans and specifications.

SECTION 3. Approval of Plans:

A. No house plans will be approved unless the proposed house shall have a minimum of 1700 square feet of enclosed dwelling area. The term "enclosed dwelling area" as used in the minimum requirements shall be the total enclosed area within a dwelling, provided, however, that such term does not include garages, terraces, decks, open porches, and like areas; provided, further, that shed type porches, even though attached to the house are specifically excluded from the definition of the aforesaid term "enclosed dwelling area".

B. Since the establishment of inflexible building setback lines for location of houses on Lots tends to force construction of houses directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines are established by this Declaration. In order to assure, however, that the foregoing considerations are given maximum effect, the site and location of any house or dwelling or other structure upon any Lot shall be controlled by and must be approved absolutely by the **Declarant** or the Architectural Control Committee, as the case may be. **Provided, however,** that no dwellings shall be constructed closer than 10 feet to an adjoining property line.

C. The exterior of all houses and other structures must be completed within nine (9) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder, due to strikes, fires, national emergency or natural calamities.

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D. No structure shall be erected, altered, placed or permitted to remain on any Lot, except one single family dwelling not to exceed two stories in height, unless the **Declarant** or the Architectural Control Committee, as the case may be, approves in writing a structure of more than 2 stories, and one or more small accessory buildings (which may include a detached private garage) provided the use of such dwelling or accessory building does not, in the opinion of the **Declarant** or Architectural Control Committee, as the case may be, overcrowd the site, and provided further, that such buildings are not used for any activity normally conducted as a business.

E. All service utilities, fuel tanks, clothes lines, wood piles and trash and garbage accumulations are to be enclosed within a fence, wall or plant screen of a type and size approved by the **Declarant** or the Architectural Control Committee, so as to preclude the same from causing an unsightly view from any highway, street or way within the subdivision, or from any other residence within the subdivision. All mail and newspaper boxes shall be uniform in design. Design for mail and newspaper boxes shall be furnished by **Declarant**.

F. Landscaping and off-street parking for not less than two (2) passenger automobiles must be provided on each Lot prior to the occupancy of any dwelling constructed on said Lot. Such parking areas and the driveways thereto shall be constructed of concrete, brick, asphalt, or such other material as maybe approved by **Declarant**.

ARTICLE V.

USE RESTRICTIONS

SECTION 1. Land Use And Building Type. No Lot shall be used for any purpose other than for residential purposes. All Lots (herein referred to as "single family Lots") shall be restricted for construction of single family dwellings only. Any building erected, altered, placed or permitted to remain on any Lot shall be subject to the provisions of Article IV of this Declaration relating to architectural control.

SECTION 2. Nuisances. 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. There shall not be maintained any plants or animals, nor device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or other nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkept condition of buildings or grounds on such Lot which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

SECTION 3. Lot Maintenance. In the event that any Lot Owner shall fail or refuse to keep such premises free from weeds, underbrush or refuse piles, or unsightly growth or objects, then, after thirty days notice from the **Declarant** or the Architectural Control Committee, as the case may be, the **Declarant**, its designee, or the Architectural Control Committee, shall enter upon such lands and remove the same at the expense of the Owner, and such entrance shall not be deemed a trespass, and in the event of such removal, a lien shall arise and be created in favor of the **Declarant**, or the Architectural Control Committee, for the full amount of the cost thereof chargeable to such Lot, including collection costs and such amounts shall be due and payable within thirty (30) days after the Owner is billed therefor. Such lien shall be enforceable by Court proceedings as provided by law for enforcement of liens.

SECTION 4. Temporary Structures. No trailer, mobile home or structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot any time as a residence either temporarily or permanently.

SECTION 5. Recreational Vehicles. No boat, motor boat, camper, trailer, motor or mobile homes, or similar type vehicle, shall be permitted to remain on any Lot or on any street in the properties at any time, without the written consent of the **Declarant** or its designee, or the Architectural Control Committee, as the case may be.

SECTION 6. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and provided further that they are not allowed to run free and are at all times properly leashed.

SECTION 7. Outside Antennas. No outside radio or television antennas shall be erected on any Lot unless and until permission for the same has been granted by the **Declarant** or the Architectural Control Committee.

SECTION 8. Window Coverings. All drapes, curtains or other similar materials hung at windows, or in any manner as to be visible from the outside, of any building erected upon any Lot shall be of a white or neutral background material.

SECTION 9. Exterior Lights. All light bulbs or other lights installed in any fixture located on the exterior of any building or any Lot shall be clear, white, or non-frost lights or bulbs.

SECTION 10. Junk Vehicles and Tractor-Trailers. No inoperable vehicle or vehicle without current registration and insurance, and no tractor-trailers will be permitted on the premises. The **Declarant** or the Architectural Control Committee shall have the right to have all such vehicles towed away at the Owner's expense.

SECTION 11. Water and Sewer Service. All Lot Owners shall be required to use water and sewer supplied by the Companies servicing the Properties for all household uses; a separate water system for the purpose of watering lawns, gardens and other outdoor uses shall not be permitted without the consent of the **Declarant**, its successors and assigns.

SECTION 12. Water and Sewer Taps. **Declarant** reserves the right to charge separate water and sewer tap fees for each Lot sold which fee will be paid directly to **Declarant**.

ARTICLE VI.

GENERAL PROVISIONS

SECTION 1. Enforcement. The **Declarant**, the Architectural Control Committee, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the **Declarant**, the Architectural Control Committee, or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. Lots Subject to Declaration. All present and future Owners, tenants and occupants of Lots and their guests or invitees, shall be subject to, and shall comply with the provisions of the Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such Owner, tenant or occupant. The covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by the **Declarant**, the Architectural Control Committee, or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any Lot as though such provisions were made a part of each and every deed of conveyance or lease.

SECTION 4. Amendment of Declaration. Except as provided elsewhere the covenants and restrictions of this Declaration may be amended only by an instrument duly recorded in the Office of the Register of Deeds of New Hanover County executed by a majority of the Lot Owners; provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments, as herein provided, or affect any lien for the payment thereof established herein. In no event may the Declaration be amended so as to deprive the **Declarant** of any rights herein granted or reserved unto **Declarant**.

IN WITNESS WHEREOF, Hanover Associates, a North Carolina General Partnership by its General Partner, Laney Builders, Inc., a North Carolina Corporation, the Declarant herein, has executed this Declaration all on the day and year first above written.

HANOVER ASSOCIATES,
A North Carolina General Partnership

By: **Laney Builders, Inc.,**
A North Carolina Corporation

By: Thomas P. Laney
THOMAS P. LANEY, President

ATTEST:

Ruth A. Counter
Secretary

(CORPORATE SEAL)

**STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER**

I, Carolyn M. Wells a Notary Public of the County and State aforesaid, certify that Ruth A. Counter personally appeared before me this day and acknowledged that she is the Secretary of **LANEY BUILDERS, INC.,** a North Carolina Corporation, and General Partner of **HANOVER ASSOCIATES** a North Carolina General Partnership, and that by authority duly given and as the act of the said corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her self as its Secretary, for and on behalf of said partnership.

WITNESS my hand and official stamp or seal, this 10th day of August, 1988.

Carolyn M. Wells
Notary Public

My Commission Expires:

November 7, 1991

(NOTARIAL SEAL)

**STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER**

The foregoing ^{is} **ANNEXED** certificate of Carolyn M. Wells, a Notary Public ^{is} **certified** to be correct. This the 12 day of AUG, 1988. Jill A. Shaver

REBECCA P. TUCKER
Register of Deeds - New Hanover County

By: Mary Sue Oate
Deputy Assistant

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

JOINER AND CONSENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, **Hanover Associates**, a North Carolina General Partnership, acting by and through its duly authorized General Partner, **Laney Builders, Inc.**, a North Carolina Corporation, has executed the Declaration of Covenants, Conditions and Restrictions applicable to Kingsland Woods, recorded or to be recorded in the Office of the Register of Deeds of New Hanover County (herein the "Declaration");

AND WHEREAS, the undersigned desire to execute this instrument to give their consent to, and to join in the Declaration.

NOW, THEREFORE, the undersigned, being the owners of Lot 3 of Kingsland Woods, hereby join in and agree to be bound by the Declaration, to which this joinder and consent shall be attached and incorporated by reference.

WITNESS our hands and seals, this the 15th day of July, 1988.

Owner:

Clinton L. Hines, Jr. (SEAL)
CLINTON L. HINES, JR.

Karen L. Hines (SEAL)
KAREN L. HINES

STATE OF NORTH CAROLINA
COUNTY OF ~~NEW HANOVER~~ BRUNSWICK

I, Jill A. Shaver, a Notary Public in and for the aforesaid County and State do hereby certify that **CLINTON L. HINES, JR.** and wife, **KAREN L. HINES**, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 15th day of July, 1988.

Jill A. Shaver
Notary Public

