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 CUMBERLAND COUNTY NC
 J. LEE WARREN, JR.
REGISTER OF DEEDS
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Prepared by and mail to after recording: Steven J. O'Connor, Attorney at Law
 P.O. Box 87009, Fayetteville, NC 28304-0079

STATE OF NORTH CAROLINA
 COUNTY OF CUMBERLAND

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that KAS DEVELOPERS, LLC, organized and existing under the laws of the State of North Carolina with its principal office and place of business in Fayetteville, North Carolina does hereby covenant and agree with all persons, firms or corporation hereafter acquiring any of the property in the subdivision known as CROSSWINDS, SECTION 4, CUMBERLAND County, North Carolina, in the manner and form as follows:

WITNESSETH:

WHEREAS, KAS Developers, LLC, a North Carolina corporation herein called "Owner" or "Developer," is the owner of all that land designated and known as CROSSWINDS, SECTION 4, as shown on that certain plat recorded in Book of Plats 123, Page 130, the Office of the Register of Deeds of Cumberland County (the "Plat"); and

WHEREAS, Owner desires to provide for stability and appeal in the development of said land;

NOW, THEREFORE, Owner hereby covenants and agrees to and with all persons, firms and corporations now owning or hereafter acquiring of any of the numbered lots included on the Plat, that all of said numbered lots shall be and the same now are, to the extent hereinafter defined and described, subject to the following restrictions as to the use thereof, running with the said land by whomsoever owned, to-wit:

1. LAND USE AND BUILDING TYPE. No numbered lot shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single-family dwelling not to exceed two stories in height, a

private garage for not more than two cars, which may contain living quarters for occupancy by domestic servants of the lot owner only and such other outbuildings as may be reasonably appurtenant to the dwelling; provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself.

2. DWELLING COST, QUALITY AND SIZE. No single-family dwelling unit shall be permitted on any such lot or lots which shall give to the improved lot or lots on which the said single family dwelling unit is constructed an appraised valuation of less than One Hundred Thirty Thousand and No/100 (\$130,000.00) Dollars, such valuation to be based upon cost levels prevailing at the date these covenants are recorded; it being the intention and purpose of this covenant to secure that all dwellings shall be of quality and workmanship substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum value herein stated for the minimum permitted dwelling size. No single-story residence or dwelling unit shall be constructed on a lot which shall have heated area living space constituting ground coverage on one or more levels of less than 1300 square feet of which a minimum of 700 feet shall be on the ground floor, or shall constitute ground coverage on one or more levels. Heated area living space shall mean the ordinary living space in a house which is designed and constructed so as to be capable of being heated for regular living use in cold weather. In computation of floor space, furnace room and exterior storage areas, garages and porches shall not be counted.

3. BUILDING LOCATION. No building shall be erected or allowed to remain on any lot in the subdivision closer than the setback lines as indicated on the recorded plat of the subdivision. For the purpose of this covenant, eaves and steps shall not be considered as 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. Open fire escapes, outside stairways, the ordinary projections of chimneys and flues, swimming pools, flag poles, decorative fountains and other similar items may be erected in required yards when placed so as not to obstruct light and ventilation necessary for the structure. A variance of no more than ten (10%) percent of the setback requirements of this covenant shall be deemed to be in compliance with the requirements stated herein.

4. ERECTION OF FENCES AND SIGNS. No fence shall be erected on any lot closer than the houses's rear corner nearest the street. Fencing traversing a lot shall be on a parallel with the front lot line. Provided however, that with respect to corner lots, no fencing shall be erected or maintained any closer than forty-five (45) feet from the front property line, not to exceed a ten foot extension from the back corner of the house (extended from the back line of the house); and in the event a house has already been established on the lot adjacent to the corner lot, no fencing shall be erected on the corner lot any closer than the distance the front corner of the adjacent structure is from its front property line. Solid privacy fences over three (3') feet in height shall not be built within twenty five (25') feet of a public right-of-way. Chain link fences are permitted.

5. EASEMENTS FOR UTILITIES AND DRAINAGE. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure may interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water. All areas indicated as streets and easements on the recorded plat are hereby dedicated to public use for such uses forever.

6. ILLEGAL ACTIVITY. No illegal, noxious or offensive activity shall be permitted or carried on any part of said land, nor shall anything be permitted or done which is or may become a nuisance or source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waster material or other refuse shall be deposited or allowed to accumulate or remain on any part of said land, nor upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of said land without the required permits issued by the appropriate authority.

7. ARTESIAN WELLS. No artesian wells may be drilled or maintained on any building lot without first obtaining the consent of the Developer. The central water supply system provided for the service of said land shall be used as the sole source of water for all water spigots and outlets located within all buildings and improvements located on each building lot. No individual water supply system or well shall be permitted on the building lot except solely for use to supply water for use on the building lot for air-conditioning or heating installation, irrigation purposes, swimming pools or other exterior use. All lots shall be subject to service charges and fees and any and all assessments levied in connection with the central water supply system

service and respective subject lots.

8. ANIMALS AND LIVESTOCK. No animals, livestock or poultry of any kind shall be raised, bred or kept on the property except cats and dogs and they shall not exceed three (3) of each, provided that they are not kept, bred or maintained for any commercial purposes.

9. AUTOMOBILES. No automobiles or motor vehicle may be dismantled on said property. No mechanically defective automobile or currently un-licensed automobile shall be placed or allowed to remain on said property over ten (10) days. No junked cars shall be placed or allowed to remain on said property.

10. OBSTRUCTIONS. The Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any building lot, if the location of the same will, in the sole judgment and opinion of the Developer obstruct the vision of a motorist upon any of the access ways.

11. REGULATE TRAFFIC. The Developer shall have the right, but not obligation, from time to time, to control and regulate all types of traffic on said access ways, including the right to prohibit use of said access ways by traffic which, in the sole opinion of the Developer, would or might result in damage to said access ways or pavements or other improvements thereon, and the right, but not obligation to control and prohibit parking on all or any part of said access ways.

12. TYPE OF CONSTRUCTION. No construction may be constructed with an exterior wall finish of material of concrete or cinder block type construction or shall be finished in asbestos siding shingles.

13. WINDOW AIR-CONDITIONERS. Unless the prior written approval of the Developer has been obtained, no window air-conditioning units shall be installed in any side of a building which faces an access way.

14. UTILITIES. All telephone, electric and other utility line and connections between the main utility lines and residence and other buildings located on each building lot shall be concealed and located underground so as not to be visible.

15. UTILITY COMPANY. The Developer reserves the right to subject the real property in this entire subdivision to a contract with PWC for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require a

continuing monthly payment to PWC by the owner of each building.

16. TYPE OF RESIDENCE. No trailer, basement, garage or any outbuilding of any kind other than a guest house or servant's quarters, even if otherwise permitted hereunder to be or remain on a building lot, shall at any time be used as a residence either temporarily or permanently.

17. DEVELOPER SIGNS. Nothing contained in these covenants and restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwelling, model house and other structures as the Developer may deem advisable for development purposes.

18. SIGNS. No sign or signs other than a "For Sale" or "For Rent" signs shall be displayed on the property, and these signs shall not exceed eight (8) square feet total area.

19. SWIMMING POOLS. No swimming pool shall be constructed on any lot unless the proposed location shall have been first approved in writing by the Developer and the pool is constructed and maintained in accordance with the applicable County Zoning Regulations. Above ground pools are not permitted without the advance approval of the Developer.

20. ALTERING OR ADDITION TO DWELLING. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing location of the structure on the individual lot have been approved in writing by the Developer as to quality or workmanship and materials, harmony of external design with existing structures, and as to the location with respect to topography and finished grade elevation.

21. SATELLITE DISH, RADIO OR TELEVISION AERIALS. No satellite dish, radio or television aerial or antenna in excess of 18 inches in diameter nor any other exterior electronic or electric equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a building or lot or any other portion of any building or lot not occupied, unless the design thereof shall have been approved in writing by the Developer.

22. AMENDMENT. KAS DEVELOPERS, LLC reserves the exclusive right to alter or amend these Restrictive Covenants, as they apply to any unsold lots, as long as KAS DEVELOPERS, LLC owns any lot or lots in the said subdivision. After KAS DEVELOPERS, LLC ceases to own any lots in the subdivision, these Restrictive Covenants may be amended by a written and recorded instrument signed by a minimum of sixty-five (65) percent of the then owners of the lots in CROSSWINDS, SECTION 4. Each lot shall be entitled to one


vote. These Restrictive Covenants shall run with and bind the land for a term of twenty (20) years from the date of the Restrictive Covenants are recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

23. ENFORCEMENT. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate said covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

24. SEVERABILITY. In validation of any of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, KAS DEVELOPERS, LLC, has caused these presents to be signed in its corporate name by its President, by the authority duly given by its Board of Directors, this the 4th day of DECEMBER, 2008.

KAS DEVELOPERS, LLC

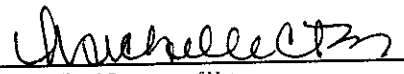
By: 
JOHN KOENIG, Member/Manager

NORTH CAROLINA

CUMBERLAND COUNTY

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: John Koenig, Member/Manager KAS DEVELOPERS, LLC.

This the 4 day of December, 2008.


Official Signature of Notary

My Commission Exp: 10-1-2013

Michelle C. Ping
Notary's Printed or Typed Name

(N.P SEAL)