

PREPARED BY AND RETURN TO: James A. Cole, Jr., Attorney at Law  
P. O. Box 376, Durham, North Carolina 27702

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
STRATFORD GLEN

THIS DECLARATION, made on the date hereinafter set forth by JAMES PHILIP RIGGSBEE and wife, EDNA MAE RIGGSBEE, Route 7, Box 271, Durham, North Carolina 27707, hereinafter referred to as ("Declarant"), who join in this Declaration for the sole and limited purpose set forth hereinafter.

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain lots located in STRATFORD GLEN SUBDIVISION, Triangle Township, Durham County, North Carolina, and

WHEREAS, Declarant will hereafter convey said lots subject to certain protective covenants, conditions, restrictions and easements as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the lots hereinafter described in Exhibit "A" attached hereto and incorporated herein shall be held, sold and conveyed as part of a general plan of development subject to the following easements, restrictions, covenants and conditions, which are for the purpose of enhancing and protecting the value and desirability of, and which shall run with the said lots and be binding on all parties now or hereafter having any right, title or interest therein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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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 described herein, including contract sellers.

Section 2. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision maps of Stratford Glen with the exception of any open areas and dedicated road rights-of-way; specifically lot #3 of Plat Book 110 at Page 200, as re-platted to widen Pope Road and to correct the dimensions of lot #3 in Plat Book 114 at Page 35, and lots 4 through 28 inclusive of Plat Book 117 at Page 78, Durham County Registry, all as more particularly described in Exhibit "A" attached hereto.

Section 3. "Declarant" shall mean and refer to JAMES PHILIP RIGGSBEE and wife, EDNA MAE RIGGSBEE, Route 7, Box 271, Durham, North Carolina 27707, their successors and assigns. In the event of the death, resignation or incapacity of either Declarant, the survivor may appoint a designate or may serve alone.

ARTICLE II

ARCHITECTURAL AND APPEARANCE CONTROL

Section 1. Residential Use. Each Lot shall be used solely and exclusively for residential purposes and no dwelling shall be erected or allowed to remain upon any Lot except one detached, single-family private residence not exceeding three (3) stories and an attic in height as measured from the street grade of the Lot, a garage and other appurtenances as may be approved by the Declarant. All residential dwellings constructed on Lots shall have an enclosed area of the main structure, exclusive of basements, open porches and garages, of at least 1600 square feet for a one story

dwelling, at least 1900 square feet for a one and one-half story dwelling, at least 1900 square feet for a two-story dwelling, and at least 1900 square feet exclusive of the third floor for a three-story dwelling; provided however, that the street grade floor of a one and one-half story, two-story or three-story dwelling must have at least 1,000 square feet exclusive of open porches and garages.

No mobile or modular homes shall be placed or allowed to remain on any Lot.

Section 2. Required Land Area. No Lot may be subdivided by sale or otherwise so as to reduce the total area of the Lot as shown on any subdivision map recorded by Declarant, including, but not limited to, those certain plats of survey recorded in Plat Book 114 at Page 35 and Plat Book 117 at Page 78, Durham County Registry, provided however, that Lot lines may be adjusted among Lots by Declarant or Owner subject to governmental approval and provided further that the total number of Lots shall not be increased.

Section 3. Approval of Structural Design. No residence, building, fence, wall, driveway, mailbox, bus shelter, swimming pool, tennis court, storage facility, landscape lighting, lights, utility shed or other structure or appurtenance shall be erected, altered, remodeled, added to, or allowed to remain upon any Lot unless the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing by the Declarant or their designate, and construction must be accomplished in strict conformity with such plans as approved, unless otherwise expressly agreed to in writing by Declarant or their designate. The Declarant or their designate shall have the sole right, authority and complete discretion to approve or disapprove the plans and specifications for any reason, including, but not limited to, exterior colors

and appearance, landscaping, location of the structure or structures and aesthetics. In the event the Declarant or their designate does not approve or disapprove the plans and specifications in writing within thirty (30) days from the date they are received and receipted for in writing, this approval right will be waived and this covenant will be deemed to have been fully complied with.

Section 4. Utilities Easement. In addition to such easements as may be reserved on the plats recorded at Plat Book 114 at Page 35 and Plat Book 117 at Page 78, Durham County Registry, Declarant reserves an easement for and the right at any time in the future to grant a right-of-way and easement not more than ten (10) feet in width from any rear or side lot line and not more than five (5) feet in width from any front lot line for the purpose of drainage, underground or above ground installation, repair and maintenance of poles, street lights, lines, conduits, pipes and other equipment necessary to or useful in furnishing electric power, gas, sewer, cable and telephone service and any other utilities for or to the Lots. Such easement and right herein reserved along the front Lot line of any Lot shall be subject to the right of the Owner to locate and construct a driveway on his Lot across such easement area. This right shall be prior and superior to the front Lot line easement herein reserved and therefore, any holder of such easement shall have no right or easement to locate lines under such driveway or cause any disturbance thereto, unless such location or disturbance by the holder of such easement is a necessity. Accordingly, the holder of such easement is hereby charged with the affirmative duty to repair any damage to such driveway caused by any disturbance to at least as good a condition as existed prior to such

disturbance. All other easements, if any, as shown on the plat recorded in Plat Book 114 at Page 35 and Plat Book 117 at Page 78, Durham County Registry are hereby reserved by Declarant.

Section 5. Sanitary Sewer. No residential building structure shall be erected or allowed to remain on any Lot that is not connected to a public sanitary sewer system.

Section 6. Completion of Construction. When the construction of any building or other structure is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time not exceeding twelve (12) months from the date of commencement of construction; provided, however, the Declarant may modify such requirement in cases of hardship.

Section 7. Garages. Garages shall be enclosed on all sides and shall have appropriate doors for vehicle use. Each Owner must also provide at least two parking spaces on his Lot (which may be on the driveway) for offstreet parking.

Section 8. Driveways. All driveway surfaces on any lot shall be paved with concrete or asphalt before the dwelling located on such lot may be occupied.

Section 9. Radio and Television Antennae. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any part of a Lot or upon a structure thereon which shall exceed the height of the trees upon such Lot. No satellite dish antenna shall be allowed to be placed, or allowed to remain, on any lot after cable service becomes available to such lot, and the Owner shall bear the cost of removal of such antenna.

Section 10. Trees and Hedgerows. Trees may be removed for the construction of driveway, sidewalks and residential building structures or if located within twenty (20) feet of the building foundation. All other trees located on a Lot over six (6) inches in diameter and all rebud, dogwood and beech trees of every size shall be retained, unless Declarant shall give prior written permission for removal; provided, however, that dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed promptly from any Lot by the Owner thereof after such dead or diseased condition is first brought to the attention of the Declarant and permission for such cutting and removal has been obtained.

Section 11. Erosion Control. During the period of Lot grading and construction of the residential building structure and thereafter, each Owner shall exercise and maintain such erosion control measures, including the erection of silt fences, as may be required by the Declarant in order to minimize erosion and runoff. Compliance with the applicable erosion control ordinance shall not constitute automatic approval by Declarant, and Declarant reserves the right to impose requirements and standards in excess of those required by law.

### ARTICLE III

#### USE RESTRICTIONS

Section 1. Use of Properties. No portion of the Properties (except for a temporary office and/or sales model of the Declarant maintained for development and sales purposes) shall be used except for residential purposes incidental or accessory thereto. This provision shall not be construed so as to prohibit domestic or health care personnel who work and provide on-premises

services to or for the Owner, members of his family, his lawful tenants or contract purchasers from being provided with a place of residence within any residence situated on a Lot.

(a) Outside clotheslines shall not be permitted.

(b) No commercial signs, with the exception of a "For Sale" or "For Rent" sign no more than two feet in width and three feet in height, shall be erected or maintained on any Lot. Such signs as allowed hereunder, being temporary in nature shall not be subject to any set back requirement imposed by Article II, Section 4.

(c) No house trailers shall be permitted on any Lot. Boats, trailers, campers, tents or temporary buildings shall not be permitted on any Lot except in areas where they cannot be viewed from the streets. However, house trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of residential structures and shall be removed from the Lot within ten (10) days after a certificate of occupancy shall be issued for the residential structure or improvement being constructed.

(d) No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot in an exposed location except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction in which same is to be used, and in any event shall be removed from the Lot within ten (10) days after a certificate of occupancy shall be issued for the residential structure or improvement being constructed. This shall not

apply to any of the foregoing materials or devices which are stored and maintained in the garage or other storage shed or structure and away from the view of the public and adjoining Lot Owners.

(e) No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance, except that such tanks may be placed above-ground provided they are kept in a screened enclosure which must be compatible in appearance and locale with the previously constructed residential structure. Any such screened enclosure must exceed in height by at least one (1) foot any such tank as may be placed therein.

(f) Vegetable gardens shall be permitted only to the rear of any dwellings constructed on subject Properties, and the area of such shall not exceed four hundred (400) square feet.

Section 2. Hobbies and Activities. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any part of any Lot.

Section 3. Animals and Pets. No stable, poultry house or yard, rabbit hutch or other similar structure shall be constructed or allowed to remain on any Lot, nor shall livestock of any nature or classification whatsoever be kept or maintained on any Lot without the express written permission of the Declarant first had and obtained. However, a reasonable number of household pets shall be permitted, provided they are not raised for commercial purposes and, subject to Article II, Section 3, a structure or enclosure may be constructed and erected in the rear yard for such household pets that are to be kept out-of-doors.

Section 4. Prohibited Activities. Noxious, offensive or loud activities shall not be carried on upon any Lot. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.

Section 5. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Properties shall be observed. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant or their delegate, 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 or any 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 way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for two successive periods of ten (10) years each. This Declaration may be amended during the first thirty (30) year period by an

instrument approved by not less than the record Owners of ninety percent (90%) of the Lots, and thereafter by an instrument approved by not less than the record Owners of seventy-five (75%) of the Lots.

Section 4. Amendment Form. If any amendment to these covenants, conditions and restrictions is so approved, each such amendment shall be delivered to the Declarant or their delegate. Thereupon, the Declarant or their delegate shall, within thirty (30) days, do the following:

(a) Reasonably assure themselves that the amendment has been validly approved by the Owners of the required number of Lots. (For this purpose, the Declarant or their delegate may rely upon the evidence of record title available in the Durham County Registry, but shall not be required to cause any title to any Lot to be examined).

(b) Attach to the amendment a certification as to its validity, which certification shall be executed by the Declarant or their delegate in the same manner that deeds are executed.

(c) Immediately, and within the thirty (30) day period aforesaid, Declarant or their delegate shall cause the amendment to be recorded in the Durham County Registry.

All amendments shall be effective from the date of their recordation in the Durham County Registry, provided, however, that no such instrument shall be valid until it has been indexed in the name of the Declarant. When any instrument purporting to amend the covenants, conditions, and restrictions has been certified by the Declarant or their delegate, recorded, and indexed as provided by this Section, it shall be conclusively presumed that such instrument constitutes a valid amendment as to all persons thereafter purchasing any Lots.

IN WITNESS WHEREOF, JAMES PHILIP RIGGSBEE and wife, EDNA MAE RIGGSBEE, have hereunto set their hands and seals, and have adopted as their seals the word "SEAL" appearing beside their signatures, this 13th day of September, 1988.

James Philip Riggsbee (SEAL)  
JAMES PHILIP RIGGSBEE

Edna Mae Riggsbee (SEAL)  
EDNA MAE RIGGSBEE

NORTH CAROLINA  
DURHAM COUNTY

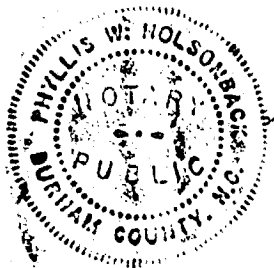
I, Phyllis W. Holsonback, a Notary Public, do hereby certify that JAMES PHILIP RIGGSBEE and wife, EDNA MAE RIGGSBEE, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 13th day of September, 1988.

Phyllis W. Holsonback  
Notary Public

My commission expires:

9-22-91



State of North Carolina - Durham County

The foregoing certificate(s) of

Phyllis W. Holsonback

A Notary (Notaries) Public for the Designated Governmental units is (are) certified to be correct.

This the 16 day of Sept. A.D. 1988

Ruth C. Garrett  
Register of Deeds

By: Judy Boley  
Register of Deeds

FILED  
BOOK 1478 PAGE 902

SEP 16 12 52 PM '88

RUTH C. GARRETT  
REGISTER OF DEEDS  
DURHAM COUNTY, NC

pg. 902

EXHIBIT "A"

TRACT NO. 1:

Being all of lot #3 of STRATFORD GLEN, Section One, as more particularly described in Plat Book 110 at Page 200, and as re-platted to widen Pope Road and to correct the dimensions of lot #3 by plat and survey entitled "Final Plat" section two (section one), STRATFORD GLEN, by S. D. Puckett & Associates, Inc., Registered Land Surveyors, dated March, 1987 and of record in the Office of the Register of Deeds of Durham County in Plat Book 114 at Page 35 to which reference is hereby made for a more particular description of same.

TRACT NO. 2:

Being all of lots 4 through 28 inclusive of STRATFORD GLEN, section two, as more particularly described in plat and survey by S. D. Puckett & Associates, Inc., Registered Land Surveyors, dated November, 1986 and of record in the Office of the Register of Deeds of Durham County in Plat Book 117 at Page 78 to which reference is hereby made for a more particular description of same.