

NORTH CAROLINA
WAKE COUNTY

BOOK 1421 PAGE 410

THIS DECLARATION, made this 12th day of July, 1960, by WACHOVIA BUILDING COMPANY, a North Carolina corporation with its registered office in the City of Raleigh, North Carolina, hereinafter called Declarant;

W I T N E S S E T H: That

WHEREAS, The Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, The 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 protective covenants set forth below:

ARTICLE I

The real property which is, and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth in the articles of this Declaration is located in the County of Wake, State of North Carolina, and is more particularly described as follows:

Being all of Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, Block A; Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block B; Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, Block C; Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, Block D; Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Block E; Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20, Block F; Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21, Block G; Lots Nos. 1, 2, 3, 4, 5, 6, and 7, Block H; and Lots Nos. 1, 2, 3, 4, 5, 6, and 7, Block I according to map of Stratford Park Subdivision, prepared by J. L. Castleberry, Jr., Registered Engineer, and recorded in Book of Maps 1960, Volume 2, Page 129, Wake County Registry, North Carolina.

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POYNER, GERAGHTY,
HARTSFIELD & TOWNSEND
401 OBERLIN ROAD
RALEIGH, N. C.

BOOK 1421 PAGE 411 ARTICLE II

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

ARTICLE III

DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than Six Thousand Dollars (\$6,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one story.

ARTICLE IV

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 25 feet, provided, however, that on a corner lot, a dwelling may be located within 20 feet of one street if same is at least 25 feet from the other street. No building shall be located nearer than 7 feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located 100 feet or more from the minimum setback line. For the purpose of this covenant, eaves, steps and open porches shall not be considered a 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. Declarant reserves the right to waive minor violations of the set

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back and side line requirements set forth in this paragraph.
(Violations not in excess of 10% of the minimum requirements shall be deemed minor.)

ARTICLE V

LOT, AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.

ARTICLE VI

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities 5 feet in width are reserved along the rear and side lot lines of each lot now or hereafter laid out.

ARTICLE VII

NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereof which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE VIII

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

ARTICLE IX

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 twenty-five (25) 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.

8001421 PAGE 413 ARTICLE X

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.

ARTICLE XI

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

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given, the day and year first above written.



WACHOVIA BUILDING COMPANY
By: E. N. Richards
E. N. Richards, President

NORTH CAROLINA
WAKE COUNTY

This 17 day of July, 1960, personally came before me, Nancy D. Broekman, a Notary Public in and for the said County and State, E. N. Richards, who, being by me duly sworn, says that he is the President of Wachovia Building Company, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given, and the said E. N. Richards acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal this 17 day of July, 1960.

Nancy D. Broekman
Notary Public

My Commission Expires:

10-3-61

LAW OFFICES
POYNER, GERAGHTY,
HARTSFIELD & TOWNSEND
401 OBERLIN ROAD
RALEIGH, N. C.



STATE OF NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of Nancy D. Broekman, a Notary Public of Wake County, State of North Carolina, is adjudged to be correct. Let the instrument with the certificates, be registered.

WITNESS my hand this the 9 day of Aug, 1960
W. S. Callahan
Clerk Superior Court

Filed for registration at 12:40 P.M. 9 day of Aug, 1960
and registered in the office of the Register of Deeds for Wake County,
in Book 1421, Page 410

Louise S. Forester
Register of Deeds

NORTH CAROLINA

WAKE COUNTY

BOOK 1431 PAGE 430

THIS AMENDED DECLARATION, made this 26th day of October, 1960, by WACHOVIA BUILDING COMPANY, a North Carolina corporation with its registered office in the City of Raleigh, North Carolina, hereinafter called Declarant;

W I T N E S S E T H: That

WHEREAS, by Declaration dated July 12, 1960, and recorded in Book 1421, Page 410 of the Wake County Registry, Declarant subjected certain lots in Stratford Park Subdivision, Raleigh, North Carolina, to the protective covenants set forth in said instrument, and

WHEREAS, Declarant is still the owner of all of said lots except for Lot 1, Block A; Lot 11, Block A; Lot 2, Block D; and Lot 1, Block F which have been heretofore conveyed and desires to amend said protective covenants as to all of said lots still owned by it.

NOW THEREFORE, The Declarant hereby declares that said Declaration of protective covenants recorded in Book 1421, Page 410 of the Wake County Registry, as the same applies to all Lots therein described now owned by Declarant, is hereby amended as follows:

1. Article III of said protective covenants is hereby amended to read as follows:

DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than Seven Thousand Five Hundred Dollars (\$7,500.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are

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recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story.

2. Article V of said protective covenants is hereby amended to read as follows:

LOT, AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8000 square feet.

Except as herein provided said protective covenants shall remain in full force and effect.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given, the day and year first above written.

WACHOVIA BUILDING COMPANY

By: E. N. Richards
E. N. Richards, President

NORTH CAROLINA
WAKE COUNTY

This 27 day of October, 1960, personally came before me, Nancy D. Brockman, a Notary Public in and for the said County and State, E. N. Richards, who, being by me duly sworn, says that he is the President of Wachovia Building Company, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given, and the said E. N. Richards, acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal this 27 day of October, 1960.

My Commission Expires:

10-3-61

STATE OF NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of Nancy D. Brockman, Notary Public of Wake County, State of North Carolina is adjudged to be correct. Let the instrument with the certificates, be registered.

WITNESS my hand this the 28 day of October, 1960.
James T. Anthony
Deputy Clerk Superior Court

Filed for registration at 4:00 P.M. 28 day of October, 1960,
and registered in the office of the Register of Deeds for Wake County,
in Book 1431, Page 430, 1960.

W. F. Booker
Register of Deeds
H. L. Denning