BK7613PG0699

PRESENTED
FOR
REGISTRATION
97 AUG 22 AM 9:39

LAURA M. RIDDICK
REGISTER OF DEEDS
WAKE COUNTY

Prepared by and hold for after recording: Smith Helms Mulliss & Moore, LLP (DKB), P.O. Box 27525, Raleigh, North Carolina 27611 00033

NORTH CAROLINA

WAKE COUNTY

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOOD RIDGE AT SCOTTS MILL**

KNOW ALL MEN BY THESE PRESENTS that **STRATFORD WOODS, LLC**, a North Carolina limited liability company, hereinafter referred to as "Declarant," does hereby covenant and agree to and with all persons, firms and corporations now owning or hereafter acquiring any property within **SCOTTS MILL - PHASE 3,** White Oak Township, Wake County, North Carolina, as shown on the plat recorded in Plat Book 1997, Page 143, in the Office of the Register of Deeds of Wake County, North Carolina, that all such property shown on the above-referenced plat, except any streets or other property dedicated to, and accepted by, a public authority as shown on the plat, said property hereinafter referred to as the "Property," is hereby subjected to the following restrictions as to use thereof, and the said restrictions are to run with the said property, and every part thereof, by whomsoever owned, to wit:

1. **LAND USE AND BUILDING TYPE:** No portion of the Property shall be used except for single-family residential, street, and park purposes. No building shall be erected, altered, placed, or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two and one-half stories in height and an attached or detached private garage for not more than three cars and, provided any garage is attached to the dwelling located on the lot, one accessory building erected on a permanent foundation, which



18.00

garage and accessory building are incidental to the residential use of the lot. Notwithstanding the foregoing, Declarant and any corporation more than fifty percent (50%) of the voting stock of which is owned or controlled by the Declarant, and any partnership, joint venture or limited liability company in which the Declarant has more than a fifty percent (50%) equity interest or an interest in fifty percent (50%) or more of the cash flow from such partnership, joint venture or limited liability company ("Affiliate") shall have the right to maintain one or more sales offices and one or more model homes in dwellings located on lots owned or leased by Declarant or any Affiliate for the purposes of carrying on business related to the development, improvement and sale of the Property.

2. **DWELLING SIZE:** No dwelling shall be permitted on any lot within the Property having a heated area of the main structure, exclusive of one-story open porches and garages, of less than **ONE THOUSAND ONE HUNDRED (1,100) square feet**.

3. **BUILDING SETBACK:** No building shall be located on any lot nearer to the front or rear line or nearer to the side street or side lot line than shall be permitted under the applicable local ordinances in effect at the time such building is to be constructed or as permitted by the Town of Apex Board of Adjustment or other appropriate governmental authority pursuant to a variance of such ordinances. For the purpose of this covenant, eaves, steps, open decks, patios, and open porches and open carports 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. Deviations from building line restrictions not in excess of **TEN PERCENT (10.0%)** shall not be construed as a violation of these covenants.

4. **PARKING:** Each lot within the Property shall contain sufficient off-street paved parking space for at least two (2) automobiles. No automobiles, trucks, motorcycles, recreational

vehicles or boats shall be parked on any street within the Property for a period in excess of 24 hours. No boats, trailers, vans, recreational vehicles, campers and other equipment or vehicles, except for vehicle mini-vans, shall be parked or stored in any area within the Property except inside an enclosed building or behind screening erected in accordance with the terms and provisions of this Declaration and the Scotts Mill Declaration.

**5. COVENANTS TO RUN WITH AND BIND THE LAND; ASSIGNMENT OF DECLARANT RIGHTS:** The covenants, conditions and restrictions herein contained shall run with the Property, and be binding on all parties having any right, title or interest in or to said property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of Declarant and all parties having any right, title or interest in or to said property, or any part thereof, their heirs, successors and assigns. Declarant, from time to time, may assign, but shall not be obligated to assign, all or any of its rights under this Declaration, all of which rights shall be assignable and apportionable, to the Scotts Mill Homeowners Association, Inc. (the "Association"), a non-profit corporation formed for the purposes set forth in the certain Declaration of Covenants, Conditions, Restrictions and Easements for Scotts Mill recorded Book 7247, Page 72, in the Office of the Register of Deeds, Wake County, North Carolina (the "Scotts Mill Declaration") and/or to any Affiliate or any successor to any interest of Declarant to any portion of the property which is subject to the Scotts Mill Declaration. In addition to the covenants, conditions and restrictions herein contained, all of the lots within the Property, among other specified properties, are subject to the covenants, conditions and restrictions contained in the Scotts Mill Declaration and every owner of a lot subject to the Scotts Mill Declaration, including every owner of a lot within the Properties, is a member of the Association. Any such

assignment by Declarant of its rights hereunder shall be in writing and shall be recorded in the Office of the Register of Deeds, Wake County, North Carolina. The provisions of this Declaration are in addition to and are not intended to modify or limited the provisions of the Scotts Mill Declaration.

6. **TERM; AMENDMENT:** The covenants, conditions and restrictions of this Declaration shall run and bind the land for a term of **TWENTY (20)** years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of **TEN (10)** years unless terminated or amended as hereinafter provided. This Declaration may be terminated or amended during the first twenty year period with the consent of the owners of at least ninety percent (90%) of the lots within the Property and thereafter with the consent of the owners of at least seventy-five percent (75%) of the lots within the Property; provided, however, this Declaration may not be terminated without Declarant's consent for so long as Declarant or any Affiliate owns any portion of the property subject to the Scotts Mill Declaration or Declarant unilaterally may annex additional property to Scotts Mill pursuant to the terms of Scotts Mill Declaration, and no amendment purporting to revoke or curtail any right herein conferred to Declarant shall be effective unless executed by Declarant. Any amendment must be properly recorded in the Office of the Register of Deeds, Wake County, North Carolina.

7. **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.

8. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which continue in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed in its name and its corporate seal hereto affixed as of the 6th day of August, 1997.

Stratford Woods, LLC, a North Carolina limited liability company [SEAL]

By: _____ (SEAL)
Thomas W. McKay, delegate for Managers
Pursuant to NCGS §57C-3-24

STATE OF North Carolina

COUNTY OF Wake

I, a Notary Public of the County and State aforesaid, certify that **Thomas W. McKay** personally appeared before me this day and acknowledged that he is a delegate for the managers of Stratford Woods, LLC, Declarant herein, and that by authority duly given and as a delegate for the Managers of the company pursuant to NCGS §57C-3-24, the foregoing instrument was signed and sealed by him on behalf of the company and acknowledged said writing to be the act and deed of said company.

Witness my hand and official seal this 6th day of August, 1997.

Cynthia A. Botting
Notary Public

My Commission Expires:

My Commission Expires 11-14-2001

CYNTHIA A. BOTTING NOTARY PUBLIC WAKE COUNTY, N.C.

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate___of Cynthia A. Botting

Notar(y)(ies) Public

is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

LAURA M. RIDDICK, Register of Deeds

By Deputy M. Parker
Asst./Deputy Register of Deeds

Document Number: 112627