

6/24/88

BOOK 1462 PAGE 982

NORTH CAROLINA

DURHAM COUNTY

Prepared: OUT OF STATE  
Return to: Manning Fulton  
J. Skinner (CBM)  
PO Box 20389, Raleigh 27619

PROTECTIVE COVENANTS FOR WINDSOR OAKS  
SUBDIVISION, HOPE VALLEY FARMS, DURHAM  
COUNTY, NORTH CAROLINA, RECORDED IN  
BOOK OF MAPS 116, PAGE 114,  
BOOK OF MAPS 117, PAGE 131,  
BOOK OF MAPS 117, PAGE 169,  
BOOK OF MAPS 118, PAGE 12,  
AND BOOK OF MAPS 118, PAGE 44.

THESE PROTECTIVE COVENANTS, made this 8th day of  
June, 1988, by HOPE VALLEY VENTURE, a North Carolina  
Joint Venture, (hereinafter "Declarant").

W I T N E S S E T H:

Declarant hereby declares that the following described  
real property, of which it is owner, located in Durham County,  
North Carolina, is and shall be held, transferred, sold  
and conveyed, subject to the protective covenants hereinafter  
set forth:

Declaration  
BK 1520  
PG 942  
4-28-89

Assignment  
BK 1528  
PG 691  
6-12-89

Declaration  
BK 1547  
PG 447  
9-12-89

All of the property shown on map entitled Windsor  
Oaks, Phase One, Section One, Hope Valley Farms,  
Durham, North Carolina, as recorded in Book of  
Maps 116, Page 114, Durham County Registry and  
Windsor Oaks, Phase One, Section Two, Hope Valley  
Farms, Durham, North Carolina, as recorded in  
Book of Maps 117, Page 131, Durham County Registry,  
and Windsor Oaks, Phase One, Section Three, Hope  
Valley Farms, Durham, North Carolina, as recorded  
in Book of Maps 117, Page 169, Durham County  
Registry, and Windsor Oaks, Phase One, Section  
Four, Hope Valley Farms, Durham, North Carolina,  
as recorded in Book of Maps 118, Page 12, Durham  
County Registry, and Windsor Oaks, Phase One,  
Section Five, Hope Valley Farms, Durham, North  
Carolina, as recorded in Book of Maps 118, Page  
44, Durham County Registry.

The above lands are also subject to that certain Declaration  
of Covenants, Conditions, and Restrictions of Hope Valley  
Farms, recorded with the Register of Deeds in Durham County,  
North Carolina in Book 1462, Page 912.

1. Preamble. The above described lands, which are  
subject to these Protective Covenants, and any other lands,  
which hereafter may be subjected to these Protective  
Covenants, (collectively called "the Subdivision"), are  
being developed by Declarant.

2. Purpose. The Subdivision is hereby made subject  
to these Protective Covenants for the purpose of insuring  
appropriate development and improvement of the Subdivision  
and each building site therein, as reflected upon any  
map of a portion of the Subdivision duly recorded in the  
Durham County Registry ("Site"), for the mutual benefit  
of Declarant and all future owners of Sites.

3. Resubdivision. No Site may be resubdivided so  
as to produce a greater number of Sites than as shown  
on any recorded map of a portion of the Subdivision. More  
than one Site may be used as one building site, provided  
that Declarant shall have the right, as specifically  
reserved in Paragraph 18 hereof, to make such reloca-  
tion of easements as it determines necessary by reason  
of such use.

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4. Erosion Control and Lot Maintenance. During land development and throughout construction, the owner of each Site ("Owner") and all persons engaged in the development of and construction upon a Site shall take such action as may be reasonably required; (a) to control, inhibit, or prevent land erosion, the sedimentation of streams, and impoundments resulting from erosion; (b) to keep such site in a neat and sightly condition free from trash and debris. Each Owner shall maintain his Site in such manner as to prevent the erosion of soil into any other area. If an Owner does not maintain his site as herein provided, then Declarant may have the required work done, and the costs thus incurred by Declarant shall be paid by the Owner of the Site upon demand. Declarant shall have the right of entry upon each Site as necessary to perform such work or cause such work to be performed.

5. Grading and Filling. No grading, filling or other alteration to the topography or elevation of any Site shall be undertaken without the prior written approval of Declarant.

6. Removal of Trees. No tree having a trunk diameter exceeding six (6) inches at four (4) feet above ground level, or other vegetation, except weeds, deadwood, underbrush or grass may be cut or removed from any Site, without the prior written approval of Declarant, unless the tree is dead or diseased or poses an imminent threat or danger to persons or property, or is in the actual building site or driveway location.

7. Removal of Vegetation from Common Area. No Owner, other than Declarant, shall injure, cut or remove, or suffer or cause to be injured, cut or removed, any trees, shrubs, flowers, or other vegetation from any Community Common Property (as defined in the Declaration of Covenants of Hope Valley Farms recorded in the Durham County Registry, in Book 1462, Page 912, ("Hope Valley Farms Declaration")), or area which may be defined as "natural roadway buffer" or "buffer" on the overall site plan of Hope Valley Farms which plan is on file in Declarant's office, unless with the prior written permission of Declarant.

8. Architectural Approval. No Site preparation, construction, erection or installation of any structures, facilities, or other improvements shall be undertaken on any Site, until the plans and specification therefor have been submitted to Declarant, and Declarant has given written approval of the work to be performed thereunder.

9. Existing and Additional Improvements. Following the initial construction and installation of improvements, no exterior alteration or modification thereof, (other than normal maintenance and repairs), and no construction, erection, or installation of any additional structures, facilities, or other improvements shall be undertaken without the prior written consent of Declarant.

10. When Approval Implied. Prior approval of Declarant must be obtained pursuant to these Protective Covenants before undertaking any activity, and a request for such approval must be submitted in writing to Declarant, together with all information necessary for Declarant to arrive at a decision. The failure of Declarant to give or deny approval within thirty (30) days following receipt of such written request and necessary information shall be deemed to constitute approval; provided, however, that any plans and specifications submitted shall not be deemed to have been received by the Declarant if they contain erroneous data or fail to present adequate information; or unless legal action has been instituted prior to the expiration of such period to enjoin the proposed activity.

11. Signs. No sign, billboard, or poster shall be erected, placed, exhibited or maintained on any Site except with the prior approval of Declarant, unless in conformity with the then current size, design and format as may be established from time to time by Declarant, and in compliance with local ordinances.

12. Setbacks. Except with the prior approval of Declarant, no building, including garages, shall be located on any Site less than 25 feet from the front lot line, less than 12½ feet from any side lot line, or less than 15 feet from the rear lot line.

13. Minimum Size of Residence, etc. No two-story or split-level residential structure having a minimum area of less than 1,434 square feet of finished, heated, living area, and no one-story residential structure having a minimum area of less than 1,200 square feet of finished, heated, living area, both exclusive of subsurface areas, porches, basements and garages, shall be erected on any Site. No building shall exceed two and one-half stories or thirty (30) feet in height. In the event of any question of interpretation of this Paragraph, the interpretation placed thereon by Declarant shall be binding upon all parties.

14. Vehicles. No truck, mobile home, recreational vehicle, tractor, commercial vehicle, trailer, boat trailer or camper may be stored or parked upon any Site overnight, except in garages or otherwise concealed from view from all other Sites, streets and other portions of the Subdivision.

15. Fences and Driveways. No fence, wall, hedge, or mass planting shall be permitted, except with the prior approval of Declarant. All driveways must be paved with asphalt or concrete.

16. Parking. Adequate off-street parking shall be provided by each Owner for the parking of automobiles and other vehicles owned or controlled by such Owner, members of the Owner's family and employees of the Owner. No vehicle may be parked on any street in the Subdivision overnight.

17. Utility Connections. All telephone, electric, cable television, and other utility lines and connections located on a Site shall be located underground. No communication tower, television tower or satellite dish shall be erected on any house or lot.

18. Easement Reserved. Declarant, for itself and its successors and assigns, hereby reserves a perpetual easement, privilege, and right, including the right of entry, for utility, community or cable television antenna systems, and drainage purposes; (a) on, in, and under a ten (10) foot strip along the rear lot line of each Site, (b) on, in and under a five (5) foot strip along the side lot lines of each Site and (c) as otherwise shown on each recorded map of a portion of the Subdivision. In the event that more than one Site is used as a building site, as provided in Paragraph 3 hereof, or in the event Declarant in its sole discretion deems it necessary and appropriate, Declarant shall have the right unto itself and its designated successors and assigns, to relocate, remove and/or reestablish the easements provided for herein and the easements provided on any recorded map of a portion of the Subdivision, which easements may be located on, in and under a Site or combination of Sites utilized as one building site, provided such relocation does not materially interfere with the use thereof.

19. Rights Exclusive. All rights herein created for, held by, or reserved to Declarant shall belong exclusively to Declarant and to such persons, firms or corporations to whom they are expressly assigned by Declarant, including the Homeowners Association described in the Hope Valley Farms Declaration, and none of them shall be deemed transferred to the purchaser of any portion of the Subdivision, unless the instrument effecting such transfer expressly recites the assignment of such rights.

20. Conflict. If any provisions hereof are in conflict with those of the Hope Valley Farms Declaration, as the same may be amended, the provisions of the Hope Valley Farms Declaration shall control.

21. Terms of Covenants. These Protective Covenants shall run with the Subdivision, and each Site therein, and shall be binding upon all Owners thereof and all other persons having any interest therein until January 1, 2008, at which time, these Protective Covenants shall be automatically extended for successive periods of ten (10) years each, unless terminated by vote of a majority of the then Owners of the Sites.

22. Enforcement. If any Owner shall violate or attempt to violate any of these Protective Covenants, Declarant, or any Owner, may bring any appropriate proceeding at law or in equity against the person or persons violating or attempting to violate these Protective Covenants, either to prevent the violation thereof, or to recover damages resulting from such violation.

23. Invalidity. The invalidity of any of these Protective Covenants, or any part hereof, shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

24. Additional Lands. Declarant, or its designated successors and assigns may subject additional lands, which are subject to the Hope Valley Farms Declaration to these Protective Covenants, by recording an amendment hereto, describing such lands, with the Register of Deeds of Durham County, North Carolina.

25. Permitted Uses. No Site shall be used for other than residential purposes. No business or other commercial use of a Site is permitted.

26. Amendment. The covenants and restrictions of this Declaration shall run with 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 unlimited successive periods of ten (10) years each, unless terminated by an instrument executed by sixty-six and two/thirds percent (66 2/3%) of the Owners. Except for an Admendment whose sole purpose is to subject additional lands to the lien hereof, as described in Article II hereof ("Article II Amendments"), this Declaration may be amended by an instrument signed by not less than sixty-six and two/thirds percent (66 2/3%) of the Owners; provided that prior to the conveyance by Declarant of any portion of the Property, this Declaration may be amended solely by the Declarant.

No amendment which would change or delete any provision herein required by any governmental authority shall become effective, until submitted to and approved by that authority; provided, however, if that authority fails to approve or disapprove such amendment within thirty (30) days after the same has been submitted to it, it will conclusively be deemed that the matter submitted for approval has been approved by such authority. Any termination or amendment hereof must be evidenced by a written instrument recorded in the Office of the Register of Deeds of Durham County, North Carolina.

27. Amendment of Declaration Without Approval of Owners. The Declarant, without the consent or approval of any other Owner, shall have the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Property, or to qualify the Subdivision or any Sites and improvements thereon for mortgage or improvement loans made, insured or guaranteed by a governmental agency, or to comply with the requirements of law or regulations of

any corporation or agency belonging to, sponsored by, or under the substantial control of the United States Government or the State of North Carolina, regarding the purchase or sale of such Sites and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of property, including, without limitation, ecological controls, construction standards, aesthetics, and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration, U. S. Department of Housing and Urban Development, Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, Home Mortgage Access Corporation, Governmental National Mortgage Association, requesting or suggesting an amendment necessary to comply with the requirements of such corporation or agency shall be sufficient evidence of the approval of such corporation or agency, provided that the changes made substantially conform to such requests or suggestion. When the Declaration, By-laws and Articles of Incorporation have been approved by the above-referenced entities, then this Section shall terminate.

No amendment made pursuant to this Section shall be effective until duly recorded in the Register of Deeds of Durham County.

IN WITNESS WHEREOF, Declarant has caused this Agreement to be executed, all as of the day and year first above written.

(CORPORATE SEAL)

Attest Jerry Batta  
Assistant Secretary

HOPE VALLEY VENTURE (L.S.)  
a North Carolina Joint Venture,  
By: Harlon-East Properties, Inc.  
a North Carolina Corporation,  
Venturor

By: John L. Orr  
Vice President

and

(CORPORATE SEAL)

Attest Jerry Batta  
Assistant Secretary



By: American General Realty  
Investment Corporation

By: W. G. Orr  
Senior Vice President

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NORTH CAROLINA :

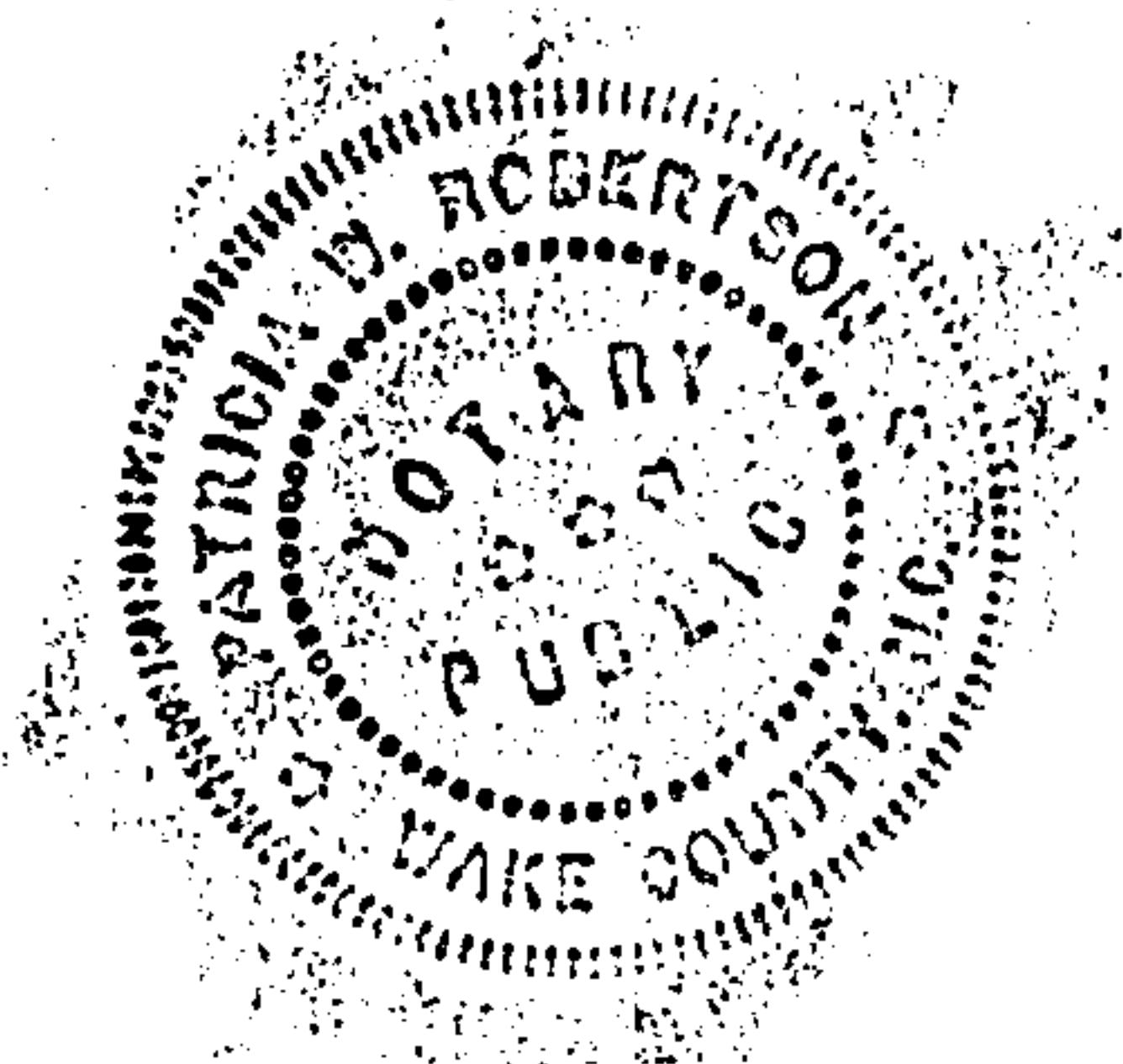
WAKE COUNTY :

I, a Notary Public of the County and State aforesaid, certify that Rosemary Battista personally came before me this day and acknowledged that she is ASST. Secretary of Harlon-East Properties, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by herself as its ASST. Secretary, all as a general partner of Hope Valley Venture, a North Carolina general partnership, for and on behalf of, and as an act of, that partnership.

Witness my hand and official stamp or seal this 30 day of June, 1988.

Patricia W. Robertson  
Notary Public

My Commission expires: 3/27/90



STATE OF Texas :

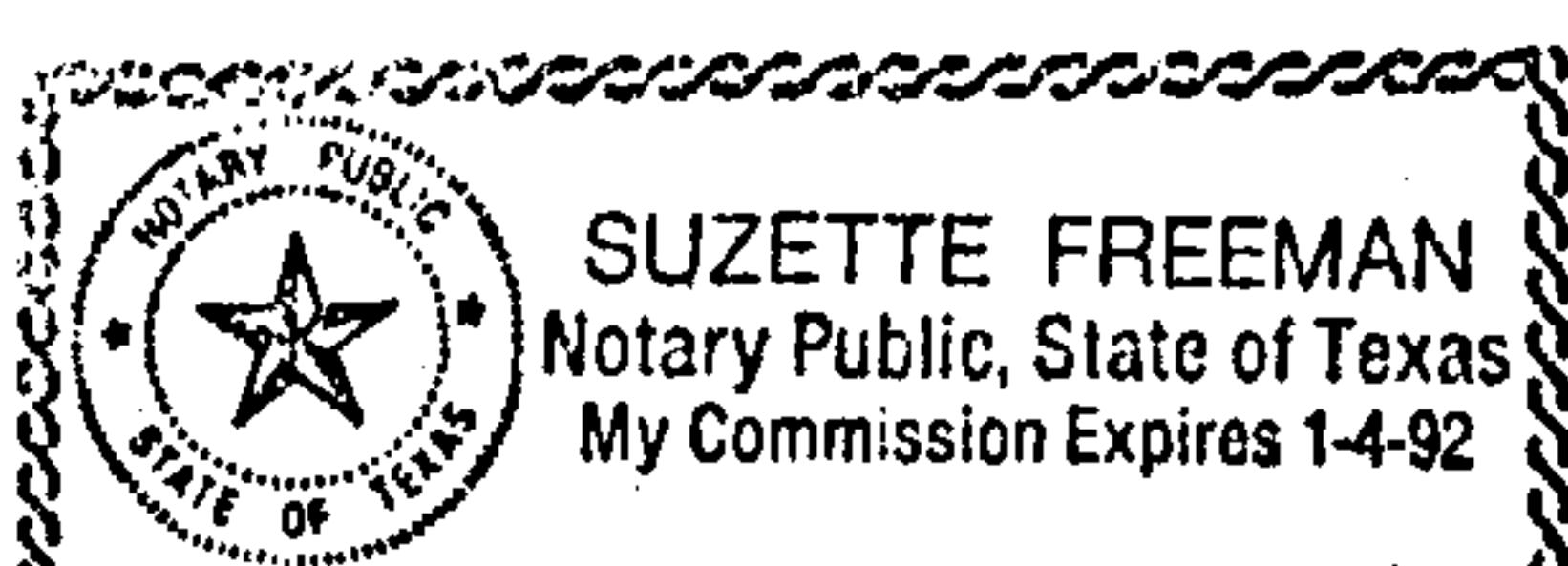
COUNTY OF Harris :

I, a Notary Public of the County and State aforesaid, certify that John R. Yochum personally came before me this day and acknowledged that he is ASST. Secretary of American General Realty Investment Corporation, a Texas corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by John R. Yochum as its ASST. Secretary, all as a general partner of Hope Valley Venture, a North Carolina general partnership, for and on behalf of, and as an act of, that partnership.

Witness my hand and official stamp or seal this 8th day of June, 1988.

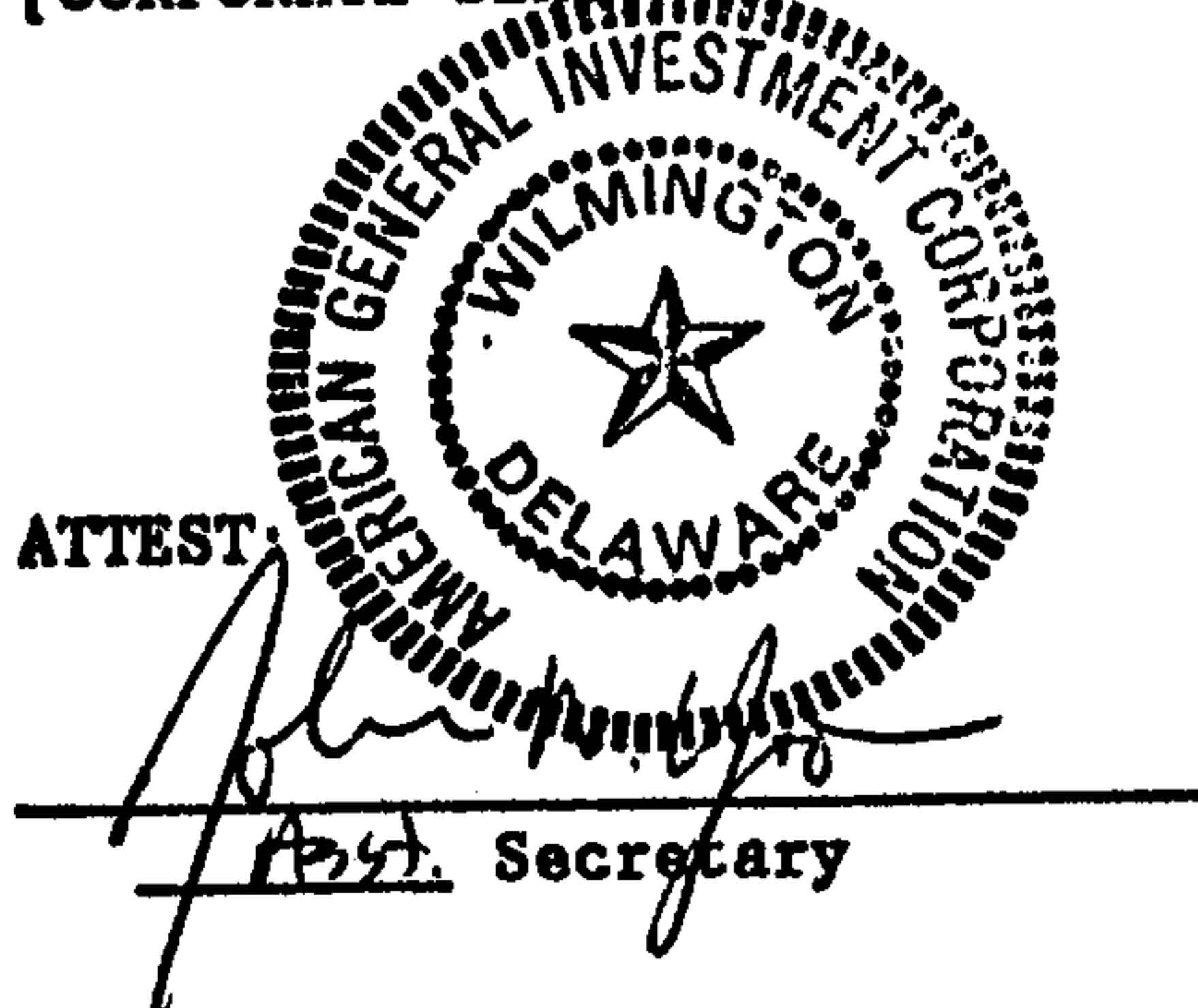
Suzette Freeman  
Notary Public

My Commission expires: \_\_\_\_\_



The undersigned beneficiary under those two (2) deeds of trust from Hope Valley Venture to Paul A. Patrick, Trustee dated 22 June 1987 and 25 February 1988 and recorded, respectively, in Book 1381, page 459 and in Book 1437, page 934, Durham County Registry, does hereby subordinate the liens of those two (2) deeds of trust referred to above to the foregoing Declaration, and the undersigned beneficiary agrees that the property subject to those deeds of trust, to the extent applicable, shall be subject to the terms, covenants and conditions of the foregoing Declaration, and beneficiary does hereby request the Trustee under those deeds of trust to join in this subordination.

[CORPORATE SEAL]



AMERICAN GENERAL INVESTMENT CORPORATION

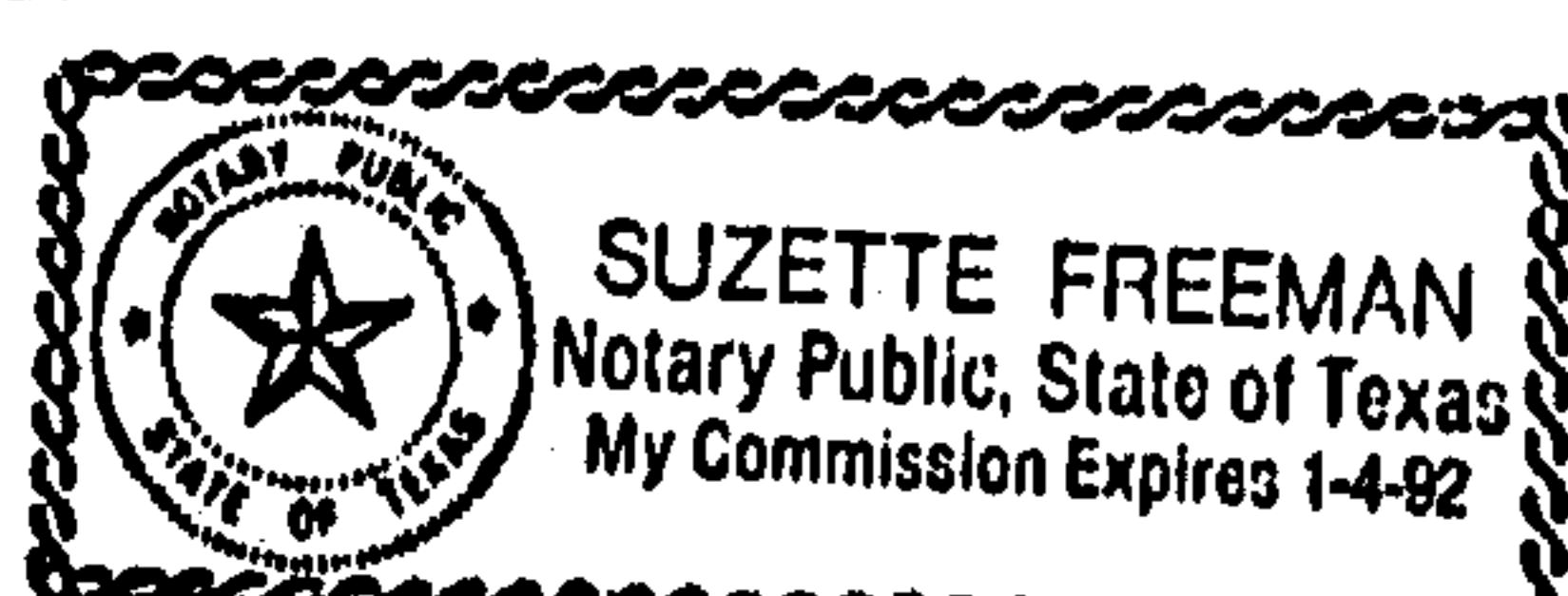
By: *[Signature]*  
 Name: Paul A. Patrick  
 Title: Sr. Vice President

*[Signature]* (SEAL)  
 Paul A. Patrick, Trustee

STATE OF Texas :COUNTY OF Harris :

I, Suzette Freeman, a Notary Public of the County and State aforesaid, certify that John R. Yochum personally came before me this day and acknowledged that he is Asst. Secretary of American General Investment Corporation, a Texas corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Sr. Vice President, sealed with its corporate seal and attested by John R. Yochum its Asst. Secretary.

WITNESS my hand and official stamp or seal, this 8th day of June, 1988.



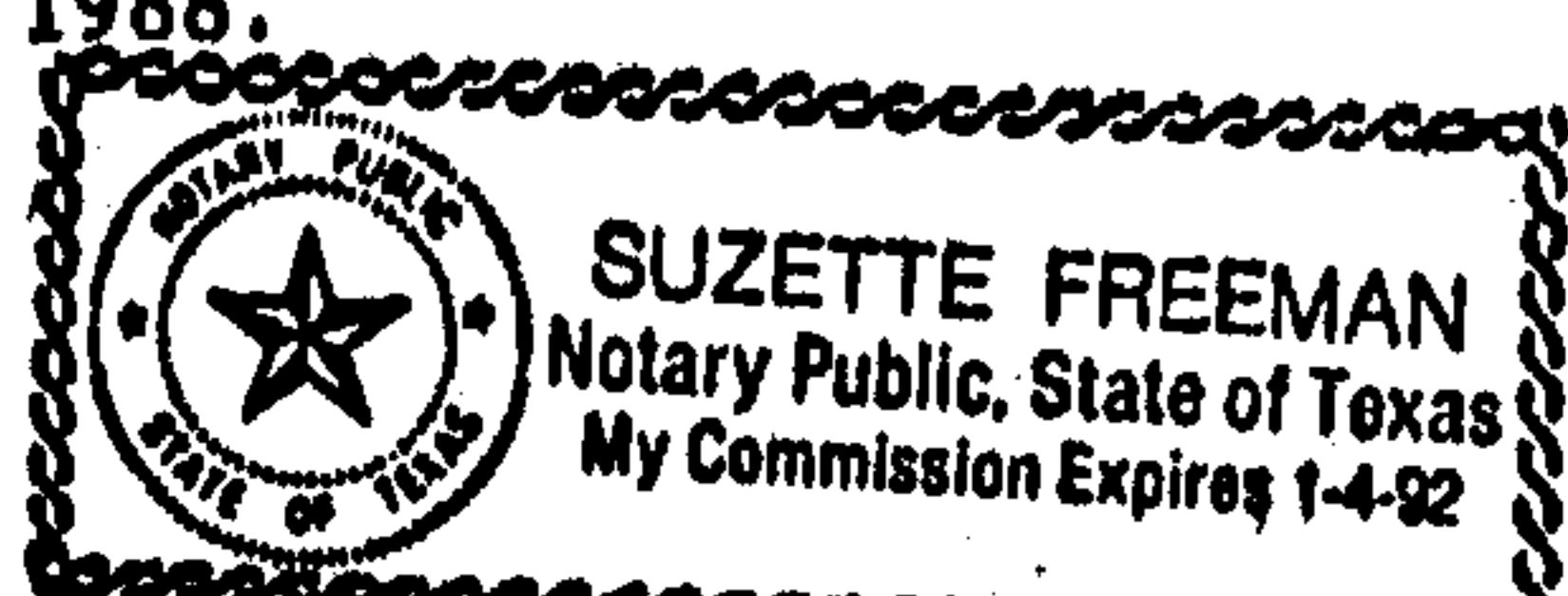
*Suzette Freeman*  
 Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF Texas :COUNTY OF Harris :

I, Suzette Freeman, a Notary Public of the County and State aforesaid, certify that Paul A. Patrick, Trustee personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Stamp/Seal, this 8th day of June, 1988.



*Suzette Freeman*  
 Notary Public

My Commission expires: \_\_\_\_\_

The undersigned, being the owner of a Lot or Lots contained within the Property subject to this Declaration, does hereby consent to the imposition of this Declaration on all Lots owned by the undersigned within the Property, and does hereby subordinate its fee ownership to the terms, covenants and conditions of the foregoing Declaration, and the Lots presently owned by the undersigned located within the Property shall be subject to this Declaration.

PULTE HOMES CORPORATION

By: Thomas Hankins, Attorney-in-Fact.

Thomas Hankins, Attorney-in-Fact  
pursuant to that Power of Attorney  
recorded in Book 1414, page 200,  
Durham County Registry

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, Shirley A. Wilson, a Notary Public for the County of Wake and state aforesaid, do hereby certify that Thomas Hankins, Attorney-in-Fact for Pulte Home Corporation, personally appeared before me this day and being by me duly sworn, acknowledged that he executed the foregoing and annexed instrument for and in behalf of Pulte Home Corporation and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds of Durham County, North Carolina on November 12, 1987 and recorded in Book 1414, at Page 200, Durham County Registry, and that this instrument was executed under and by virtue of the authority given by said instrument granting him Power of Attorney; that the said Thomas Hankins acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Pulte Home Corporation.

Witness my hand and notarial seal this the 11<sup>th</sup> day of July, 1988.

Shirley A. Wilson  
Notary Public  
My Commission Expires: Shirley A. Wilson  
Notary Public, Wake County, NC  
My Commission Expires April 21, 1992

The undersigned, being the new purchaser and owner of Lot 2, Phase One, Windsor Oaks Subdivision as shown on plat recorded in Plat Book 116, Page 114, Durham County Registry, and said lot being contained within the Property subject to this Declaration, do hereby consent to the imposition of this Declaration on the Lot owned by the undersigned within the Property, and do hereby subordinate their fee ownership to the terms, covenants and conditions of the foregoing Declaration, and the Lot presently owned by the undersigned located within the Property shall be subject to this Declaration.

This the 31st day of May, 1988.

*Alexander E. Morris by his attorney-in-fact  
Molly H. Lewis*

(SEAL)

ALEXANDER E. MORRIS by his  
attorney-in-fact, MOLLY H. LEWIS

*Margaret D. Morris by her attorney-in-fact  
Molly H. Lewis*

(SEAL)

MARGARET D. MORRIS by her  
attorney-in-fact, MOLLY H. LEWIS

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Susan E. McGuire, a Notary Public for said County and State, do hereby certify that MOLLY H. LEWIS, attorney in fact for ALEXANDER E. MORRIS, personally appeared before me this day and being by me duly sworn, says that she executed the foregoing annexed instrument for and in behalf of the said ALEXANDER E. MORRIS, and that her authority to execute and acknowledge said instrument is contained in an instrument duly executed and acknowledged on the 26th day of May, 1988 and recorded in the office of the Register of Deeds in the County of Durham, State of North Carolina, and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney. I do further certify that the said MOLLY H. LEWIS acknowledged the due execution of the foregoing annexed instrument for the purposes therein expressed for and in behalf of the said ALEXANDER E. MORRIS. Witness my hand and official seal this 31st day of May, 1988.

My Commission Expires: 11/15/91

*Susan E. McGuire*

Notary Public

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I, Susan E. McGuire, a Notary Public for said County and State, do hereby certify that MOLLY H. LEWIS, attorney in fact for MARGARET D. MORRIS, personally appeared before me this day and being by me duly sworn, says that she executed the foregoing annexed instrument for and in behalf of the said MARGARET D. MORRIS, and that her authority to execute and acknowledge said instrument is contained in an instrument duly executed and acknowledged on the 26th day of May, 1988 and recorded in the office of the Register of Deeds in the County of Durham, State of North Carolina, and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney. I do further certify that the said MOLLY H. LEWIS acknowledged the due execution of the foregoing annexed instrument for the purposes therein expressed for and in behalf of the said MARGARET D. MORRIS. Witness my hand and official seal this 31st day of May, 1988.

My Commission Expires: 11/15/91

*Susan E. McGuire*

Notary Public

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RUTH C. GARRETT  
REGISTER OF DEEDS  
DURHAM COUNTY, NC

State of North Carolina-Durham County

The foregoing certificate(s) of Patricia W. Robertson  
Suzette Erman Shireen A. Wilson Susan E. McGuire  
A Notary (Notaries) Public for the Designated Governments  
units is (are) certified to be correct.

This the 11 day of July A.D. 1988  
Ruth C. Garrett Diana Young

Register of Deeds

By: Assistant, Deputy  
Register of Deeds