

36337PG0657

REGISTERED
FOR
REGISTRATION

Drawn by and HOLD FOR:
PERRY, PATRICK, FARMER & MICHAUX, 000266

94 NOV -9 AM 11:27

STATE OF NORTH CAROLINA
WAKE COUNTY

KENNETH J. ...
REGISTER OF DEEDS
WAKE COUNTY
PROTECTIVE COVENANTS FOR
LOCHMERE VILLAGE SUBDIVISION
PHASE 1

THESE PROTECTIVE COVENANTS are made as of this 8TH day of November, 1994, by ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation (hereinafter called "Declarant");

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Article I below (hereinafter the "Property") and desires to subject the Property to the protective covenants hereinafter set forth (hereinafter "Protective Covenants"), each and all of which is and are for the benefit of the Property and each owner thereof and shall inure to the benefit of and pass and run with the Property and each and every lot or parcel thereof, and shall apply to and bind the successors in interest of Declarant and any owner of all or any part of the Property; and

WHEREAS, the Property is subject to that certain Master Declaration Of Covenants And Restrictions For Lochmere, recorded in Book 3361, Page 681, Wake County Registry, as from time to time amended (hereinafter the "Master Declaration").

NOW, THEREFORE, 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 herein is located in the Town of Cary, Swift Creek Township, Wake County, North Carolina, and is more particularly described on EXHIBIT A attached hereto and made a part hereof.

No property other than that described above shall be deemed subject to these Protective Covenants until specifically made subject hereto.

06337PG0658

Declarant may, from time to time, subject additional real property to the Protective Covenants and restrictions herein set forth by appropriate reference hereto.

ARTICLE II

No building shall (except as permitted under Article VI) be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height (exclusive of basement and attic) and a private garage for not more than three cars.

ARTICLE III

Unless prior architectural approval is obtained pursuant to Article XI hereof, each dwelling constructed on a lot within the Property shall have an enclosed area of the main structure, exclusive of one-story open porches and garages, of at least 1,900 square feet for a dwelling without a garage, of at least 1,800 square feet for a dwelling with a one-car garage, and of at least 1,000 square feet on the ground floor of a one and one-half story or a two story dwelling.

ARTICLE IV

Notwithstanding any note on any recorded map showing lots subjected to these Protective Covenants to the contrary, unless prior architectural approval is obtained pursuant to Article XII hereof, no dwelling shall be erected on any lot nearer to the front lot line than 20 feet, nor nearer to the rear lot line than 25 feet, nor nearer to a side lot line than 10 feet; provided, however, that on corner lots the dwelling may face either street and may be located not nearer than 20 feet to one street lot line if the same is at least 18 feet from the other street lot line. For the purpose of these setback requirements, eaves, steps, stoops, open and screened-in porches, overhangs, bay windows, decks, patios and chimneys shall not be considered as part of the dwelling, provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot. Nothing in this Article IV shall be deemed to waive or modify the building setback requirements of the Town of Cary. Declarant reserves the right to waive violations not in excess of 20% of the front, rear, side street and side line setback requirements. Upon execution and recordation of such waiver or waivers in the Wake County Registry, such violations shall not thereafter be deemed existing.

2633780659

ARTICLE V

No dwelling shall be erected or placed on any lot having a width less than 55 feet at the minimum building setback line; nor shall any dwelling be erected or placed on any lot having an area of less than 6,500 square feet, except that a dwelling may be erected or placed on all lots as shown on the recorded plat described in Article I, regardless of width at the minimum building setback line or area in square feet. Notwithstanding the foregoing, no lot(s) shown on the plats described in Article I or on any map of other property subsequently subjected to these Protective Covenants shall be resubdivided in such a manner that will create more lots than are shown on the plats described in Article I and on any map of other property subsequently subjected hereto.

ARTICLE VI

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trade materials or inventories (other than materials for construction of dwellings or other approved structures on the lots) may be stored upon the premises, and no trucks, tractors, inoperable automobiles, rubbish, trash, or unsightly materials of any kind may be stored, regularly placed, or allowed to remain on the premises. No automobile or other vehicle shall be parked on any street within the Property. The owner of each lot shall provide receptacles for garbage in an area of his lot not visible from the front of the dwelling located on such lot.

No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot; provided, however, upon the prior approval of the Declarant, and upon such terms and conditions specified in the approval, a dwelling or temporary trailer may be utilized as a temporary model home/sales facility.

Except with the prior written approval of the Architectural Committee referenced in Article IV of the Master Declaration (hereinafter the "Architectural Committee") and, so long as Declarant owns any of the Property, the prior written approval of the Declarant, which approvals may be withheld for any reason, no communication tower, television or radio antenna or tower or satellite dish shall be erected or placed upon any lot.

ARTICLE VII

No trailer (except temporary construction/sales trailer(s) approved pursuant to Article VI), mobile home, tent, shack, or barn shall be erected or placed or permitted to remain on any lot covered by these covenants. A storage shed may be permitted at the rear of each lot upon the prior written approval of the Architectural Committee pursuant to Article IV of the Master Declaration and, so long as Declarant owns any of the Property, the prior written approval of the Declarant. No travel trailers or other recreational vehicles and boats shall be stored on any lot covered by these covenants.

ARTICLE VIII

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (not to exceed four (4) such household pets at any one time) may be kept, provided that they are not bred or maintained for any commercial purpose.

ARTICLE IX

No lot or portion thereof shall be dedicated or used for a public street without the written consent of the Declarant, its successors or assigns, or, after the Declarant no longer owns any of the Property, of the Lochmere Association as defined in Section I of Article I of the Master Declaration.

ARTICLE X

No hedge or screen planting shall be erected or permitted to remain on any lot closer to the front lot line than the front of the dwelling erected on said lot.

ARTICLE XI

ARCHITECTURAL APPROVAL. No building, fence, wall, mailbox or other structure shall be erected, placed, or altered on any lot subject to these Protective Covenants until the provisions of Article IV of the Master Declaration have been complied with and, so long as Declarant owns any of the Property, until the same has been approved in writing by Declarant.

ARTICLE XII

Enforcement of these Protective Covenants shall be by proceeding 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.

SK6337PG0661

ARTICLE XIII

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

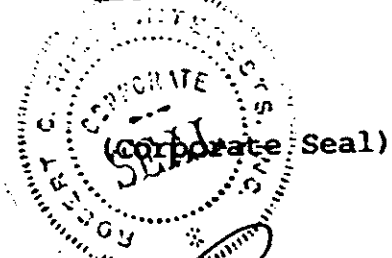
ARTICLE XIV

These Protective Covenants shall run with the land and be binding on all parties and all persons claiming under them for period of twenty-five years from the date they are recorded, after which time they shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then-owners of the lots has been recorded agreeing to change the Protective Covenants in full or in part. These Protective Covenants may be modified at any time by the recording in the Wake County Registry of an Agreement containing the modifications signed by the record owners of two-thirds (2/3) of the lots covered by these Protective Covenants at the time of the recording; provided however, so long as Declarant own any lots subject to this Declaration, such modification shall not become effective until approved in writing by Declarant.

ARTICLE XV

Declarant reserves the right to subject said property to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the Owner of each lot.

IN TESTIMONY WHEREOF, Robert C. Rhein Interests, Inc., has caused this instrument to be executed as of the day and year first above written.



ATTEST:

R. David Moore
Assistant Secretary

ROBERT C. RHEIN INTERESTS, INC.,
a North Carolina corporation

By: Richard M. Westmoreland, Jr.
Richard M. Westmoreland, Jr.
Vice President

STATE OF NORTH CAROLINA -- COUNTY OF WAKE:

I, Tamela B. Gilmore, a Notary Public for Wake County, North Carolina, certify that Richard M. Westmoreland, Jr., personally appeared before me this day and acknowledged that he is Vice President of ROBERT C. RHEIN INTERESTS, INC., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its Vice President, sealed with its corporate seal, and attested by Richard W. Moore as its Assistant Secretary.

Witness my hand and seal, this the 8th day of November, 1994.

TAMELA B. GILMORE
NOTARY PUBLIC
WAKE COUNTY, NORTH CAROLINA
My Commission Expires February 17, 1997

Tamela B. Gilmore
Notary Public
My Commission Expires: 2/17/97

STATE OF NORTH CAROLINA -- COUNTY OF WAKE:

The foregoing certificate of Tamela B. Gilmore, Notary Public, is 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.

KENNETH C. WILKINS, Register of Deeds

By: Jane B. Johnson
Deputy/Asst. Register of Deeds

BK6337PG0663

EXHIBIT A

LOCHMERE VILLAGE

Lying and being in the Town of Cary, Swift Creek Township, Wake County, North Carolina, and being more particularly described as follows:

- Tract 1: Lots 1-5 & 46-51: BEING all of that certain parcel of land, containing 3.742 acres, more or less, shown on that certain plat entitled "Subdivision Map Of LOCHMERE VILLAGE, Phase 1, Map 1", prepared by Kenneth Close, Inc., and recorded in Book of Maps 1994, Page 1590, Wake County Registry, to which plat reference is hereby made for a more particular description of same, which property includes Lots 1-5 and 46-51 in LOCHMERE VILLAGE, Phase 1, Map 1, as shown on the aforesaid plat.
- Tract 2: Lots 6-13, 27, 28 and 42-45: BEING all of that certain parcel of land, containing 4.969 acres, more or less, shown on that certain plat entitled "Subdivision Map Of LOCHMERE VILLAGE, Phase 1, Map 2", prepared by Kenneth Close, Inc., and recorded in Book of Maps 1994, Page 1591, Wake County Registry, to which plat reference is hereby made for a more particular description of same, which property includes Lots 6-13, 27, 28 and 42-45 in LOCHMERE VILLAGE, Phase 1, Map 2, as shown on the aforesaid plat.
- Tract 3: Lots 14-26: BEING all of that certain parcel of land, containing 4.399 acres, more or less, shown on that certain plat entitled "Subdivision Map Of LOCHMERE VILLAGE, Phase 1, Map 3", prepared by Kenneth Close, Inc., and recorded in Book of Maps 1994, Page 1592, Wake County Registry, to which plat reference is hereby made for a more particular description of same, which property includes Lots 14-26 in LOCHMERE VILLAGE, Phase 1, Map 3, as shown on the aforesaid plat.
- Tract 4: Lots 29-41: BEING all of that certain parcel of land, containing 4.475 acres, more or less, shown on that certain plat entitled "Subdivision Map Of LOCHMERE VILLAGE, Phase 1, Map 4", prepared by Kenneth Close, Inc., and recorded in Book of Maps 1994, Page 1593, Wake County Registry, to which plat reference is hereby made for a more particular description of same, which property includes Lots 29-41 in LOCHMERE VILLAGE, Phase 1, Map 4, as shown on the aforesaid plat.