

BOOK 3285 PAGE 659
DRAWN BY & MAIL TO: Ted R. Reynolds, Smith Moore Smith Schell
& Hunter, P. O. Box 27525, Raleigh, N. C. 27611

PRESENTED
FOR
REGISTRATION

NORTH CAROLINA

WAKE COUNTY

NO 13 2 43 PM '84

RECORDED
IN BOOKS
OF THE
COUNTY

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR SIZE C LOTS IN LOCHMERE
SUBDIVISION, AS RECORDED IN
BOOK OF MAPS 1984, PAGE 631
WAKE COUNTY REGISTRY.

THIS DECLARATION, made this 9th day of May, 1984, by
MacGregor Development Company, Incorporated with its principal
office in Wake County, North Carolina (hereinafter referred
to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant hereby declares that the following
described real property located in Wake County, North Carolina
(hereinafter referred to individually as a "Lot" and jointly
as the "Lots"), is and shall be held, transferred, sold and
conveyed subject to the restrictive covenants hereinafter set
forth:

Being all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11
12, and 13 of Phase 1 Section 1A Lochmere Subdivision
as the same are shown on a map by Runa A. Cooper, Land
Surveyors, dated 2/10/84 recorded in Book of Maps 1984 Page
631 Wake County Registry which map is entitled "Final Plat-
Phase 1, Section 1A, Lochmere Subdivision by MacGregor
Development Co., Cary, Wake County, N. C."
; and

WHEREAS, the restrictive covenants hereinafter set forth
shall run with the Lots and be binding on all parties having
any right, title or interest therein, their heirs, successors
and assigns and shall inure to the benefit of each owner
thereof.

1. PREAMBLE: The Lots are hereby made subject to the
covenants and restrictions contained herein for the purpose
of insuring the most appropriate development and improvement
of each Lot; to protect the Lot owners against such improper
use of nearby Lots as would depreciate the value of the
property of each; to preserve, insofar as practicable, the
natural beauty of the Lots; to guard against the erection
thereon of poorly designed or proportioned structures and
structures built of improper or unsuitable materials; to
encourage and secure the erection of attractive homes thereon,
with appropriate locations thereof on the Lots; to secure and
maintain proper setbacks from streets, and adequate free
spaces between structures; and in general to provide for a
high quality of improvements.

2. LAND USE AND BUILDING TYPE: Each Lot shall be used
for residential purposes only, and no structures shall be

erected or allowed to remain on any Lot except one detached, single Dwelling Unit not exceeding two stories and an attic (finished or unfinished) in height, a basement (finished or unfinished) and a garage (which may include quarters for servants). As used in this Declaration, "Dwelling Unit" shall mean a residence containing only one kitchen and sleeping facilities for one or more persons.

3. GARAGES AND PARKING: Each Dwelling Unit shall have an enclosed garage with adequate space for at least one full-size automobile. In addition, each Lot shall contain sufficient off-street paved parking space for at least two automobiles. No automobiles shall be parked on any public street abutting any of the Lots.

4. LEASE OF PORTION OF DWELLING UNIT: An owner may rent or let his or her entire Dwelling Unit, but no portion of a Dwelling Unit shall be leased nor may any other building located on a Lot be leased separately from the Dwelling Unit.

5. RESUBDIVISION OF LOTS: No Lot shall be resubdivided except with the written consent of the Declarant.

6. NUISANCES: No portion of a Lot shall be used for business, manufacturing or commercial purposes, nor shall any animals, fowl or merchandise be kept or allowed to remain on a Lot for commercial purposes, and no animals other than household pets shall be kept or allowed to remain on a Lot for any purpose, nor shall anything be done on a Lot which is a nuisance or an annoyance to the community. Each Lot owner shall maintain his or her buildings, improvements, landscaping and grounds in a safe, clean and orderly condition.

7. DWELLING SIZE: No dwelling shall be erected or allowed to remain on a Lot if the floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 1,800 square feet.

8. ARCHITECTURAL CONTROL: Only Dwelling Units and other improvements which have been approved in writing by the Declarant prior to commencing clearing, grading, or construction of any kind on a Lot will be permitted. Upon completion of the foundation, and before proceeding with further building construction, an actual field survey of the foundation shall be presented to the Declarant to ensure that it has been constructed in accordance with the site plan. The survey must show the proposed location of driveways and shall indicate the actual distance from the building at its closest point to all property lines. All improvements shall comply with the plans as presented unless changes are approved in writing by the Declarant. No flat roofs will be permitted without the written permission of the Declarant. All drives and walks

must be paved with concrete, asphalt or brick. All Lots on which a Dwelling Unit is approved and built shall be landscaped in accordance with landscaping plans approved by the Declarant. Landscaping must be finished upon completion of the Dwelling Unit. Total construction time from the date of final approval of the proposed construction plans to the completion of the Dwelling Unit ready for occupancy shall not exceed nine (9) months. Any structure or facility for providing alternative sources of energy (such as solar, wind or bio-mass) or for television or other signal reception (such as antenna or satellite dish) shall be erected and maintained only with the prior written approval of the Declarant. The written approval of the Declarant shall also be required prior to erecting, placing or altering mail boxes, permanent signs, newspaper boxes and outdoor lighting upon any Lot.

9. **BUFFER AREAS:** Areas within certain Lots are designated as buffer areas. The topography of and landscaping within a buffer area shall not be disturbed or altered without the prior written consent of the Declarant and no walks or paths shall be installed within a buffer area except with the written approval of the Declarant. No buffer area shall be fenced, screened or otherwise enclosed. The following areas shall be treated as buffer areas: (1) That portion of any Lot within 50 feet of any property line adjoining a lake or pond, the golf course which is being developed independently of Lochmere, Kildaire Road, Cary Parkway, the Town Park, the Pool and Tennis Park which, if developed, will be done so independently of Lochmere, any commercial or office site or any Lochmere perimeter boundary; and (2) That portion of any Lot that is within 25 feet of any property line abutting on Lochmere Drive or Summerwinds Drive.

10. **BUILDING SETBACK:** No building shall be erected or allowed to remain on any Lot nearer the property line of the street abutting the front of said Lot than 25% of the mean depth of the Lot. There shall be kept open and uncovered by any building a side yard along each side of each Lot and the minimum width of any such side yard shall not be less than 10% of the width of the Lot at the front building line of said Lot; provided, however, that as to corner Lot, no building shall be erected or allowed to remain nearer the street abutting the side of the Lot than 70% of the required front building setback distance for that Lot. In no event shall any portion of the main building be located nearer the rear property line than 25% of the mean depth of said Lot. The front building line provided for herein shall not apply to steps, stoops, eaves or to unenclosed porches which do not project more than five feet beyond the same. Deviations from building line restrictions not in excess of 10% shall not be construed as a violation of these covenants.

11. UTILITIES: All water, sewer, gas, electric, telephone, television and other utility lines and connections between the main utility lines and the Dwelling Unit and other structures located on each Lot shall be located underground and concealed so as not to be visible.

12. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and the Declarant further reserves an easement for and the right at any time in the future to grant rights-of-way for the installation and maintenance of public utilities across, on or under each Lot at a distance of not more than 10 feet from the rear and side lines of said Lot.

13. PLACEMENT OF DWELLING: The main dwelling on any Lot shall not be erected or allowed to remain facing in any direction except toward the street abutting the front of said Lot, which as to a corner Lot shall be the street upon which said Lot has the least frontage, except with the written consent of the Declarant.

14. TEMPORARY STRUCTURES: No structure of a temporary character shall be erected or allowed to remain on any Lot and no basement (unless said basement is part of a dwelling erected at the same time), tent, shack, garage, mobile home, barn or other outbuilding erected on a Lot shall be used as a residence either permanently or temporarily. Neither shall any trailer, recreational vehicle, motor home, building material or non-operative motor vehicle be stored on any Lot, except as specifically permitted by the Declarant.

15. STREETS, FENCES, WALLS AND SIGNS: No street shall be laid out or opened across or through any Lot. Fencing shall be allowed only where a specific purpose is served thereby and all fencing must be approved by the Declarant. All metal fencing shall be suitably screened. No fencing will be allowed within 50 feet of the golf course property, within 50 feet of any lake or pond or within 25 feet of any street right-of-way or greenway. Where fencing is allowed, the fence shall be erected either on a property line or no nearer than 5 feet from a property line. No signs shall be erected or allowed to remain on any Lot except with the written consent of the Declarant.

16. OUTDOOR STRUCTURES AND VEHICLES: No outside clothes lines, tree houses, play houses, motorcycles, supplies, tractors, boats, trucks (other than one pick-up truck rated one-half ton or less), trailers, vans (except one non-commercial van owned and operated on a regular daily basis by the owner-occupants of the Lot and dwelling in question), campers or other equipment or vehicles, except for operative automobiles, shall be regularly parked or stored in any area on a Lot

except inside an enclosed building, behind screening approved by the Declarant, or as consented to in writing by the Declarant. Garbage and refuse containers, transformers, air conditioning and other mechanical equipment, including solar and other alternative energy devices approved by the Declarant, shall be either concealed within a screen or integrated with the building design so as to be inconspicuous. All outdoor equipment and accessories on a Lot, such as play structures, benches, planters, sculpture, etc. shall be concealed by approved screening or approved in writing as compatible and harmonious with the surroundings by the Declarant.

17. APPLICATION OF RESTRICTIONS: The foregoing covenants and restrictions shall apply only to the Lots and nothing contained herein shall preclude the Declarant from altering the size or direction of frontage of any property other than the Lots, or the location of any streets or roads other than portions of such streets or roads as abut the Lots, or from establishing business districts or from establishing or allowing to be established hospitals, schools, hotels, or other institutions which in its opinion will be for the benefit of the community in which the Lots are located.

18. WAIVER OF AND CONSENT TO VIOLATIONS: The Declarant may waive any violation of these restrictive covenants by an appropriate instrument in writing; provided, however, that if the violation occurs on any Lot or Lots which abuts a Lot or Lots which have been conveyed to a fee simple owner or owners of such contiguous Lot or Lots, the written waiver of such violation by such owner or owners shall also be obtained. The provisions of this paragraph shall not apply to paragraphs 4, 5, 8, 9, 13, 14, 15 and 16, where only the written consent of the Declarant shall be required.

19. 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 thirty years from the date these covenants are recorded, after which time said covenants 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 said covenants in whole or in part.

20. POOLS AND TENNIS COURTS: Proposed plans for all pools and tennis courts and other recreational facilities shall be presented to and approved in writing by the Declarant prior to the commencement of any clearing, grading or construction thereof.

21. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or

-6-

attempting to violate any covenant, either to restrain violation or to recover damages.

22. ASSIGNMENT BY THE DECLARANT: The Declarant shall have the right to assign its rights under this Declaration, in whole or in part, to any person or entity by an express transfer of such rights, including but not limited to the right to transfer its powers under paragraph 8 above to an Architectural Committee appointed by the Declarant.

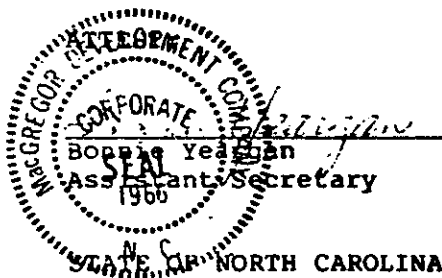
23. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed in its corporate name by its President, and attested by its Assistant Secretary, and its corporate seal to be hereto affixed, all by authority of its Board of Directors duly given, this the day and year first above written.

MACGREGOR DEVELOPMENT COMPANY,
INCORPORATED

BY:

Russell Buxton, III
Russell Buxton, III, President



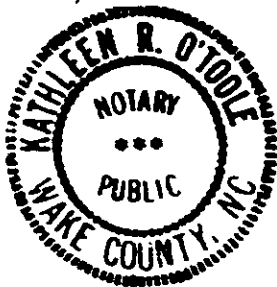
STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Kathleen R. E. Tickle, a Notary Public in and for said County and State, certify that Bonnie Yeargan personally came before me this day and acknowledged that she is Assistant Secretary of MacGregor Development Company, Incorporated, a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by her as its Assistant Secretary.

-7-

WITNESS my hand and official seal, this 9th day of
May, 1984.



Kathleen R. O'Toole
Notary Public

My Commission expires: 10-27-85

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate — of Kathleen R. O'Toole

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.

KENNETH C. WILKINS, Register of Deeds

By Kenneth C. Wilkins
Asst. Deputy Register of Deeds