

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
LAKEMOOR

PRESENTED
FOR
REGISTRATION

APR 11 11 18 AM '88

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made this the 8th day of April, 1988, by ROBERTS DEVELOPMENT AND CONSTRUCTION, INC., a North Carolina corporation, hereinafter referred to as Declarant;

WITNESSETH:

WHEREAS, Declarant is the owner of the real property shown on a map of LAKEMOOR, which map is recorded in Map Book 1988, Page 22, in the Wake Public Registry, which property is more particularly described in Section 1 of Article II hereof, and desires to create thereon an exclusive residential community to be named Lakemoor; and

WHEREAS, Declarant desires to insure the attractiveness of the subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect, and enhance the values and amenities of all properties within the subdivision and to provide for the maintenance and upkeep of the Common Area, as hereinafter defined; and, to this end desire to subject the real property shown upon the aforesaid map, together with such additions as may hereafter be made thereto to the covenants, conditions, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection, and enhancement of the values and amenities in said subdivision and to insure the residents enjoyment of the specific rights, privileges and easements in the Common Area, as hereinafter defined, and to provide for the maintenance and upkeep of the Common Area, to create an organization to which will be delegated and assigned the powers of owning, maintaining, and administering the Common Area and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under North Carolina law Lakemoor Homeowners Association, Inc., as a non-profit corporation for the purpose of exercising and performing the aforesaid functions;

NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions, and Restrictions, does declare that all of the property shown on the aforesaid map of Lakemoor and such additions thereto as may be hereafter made, pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

DRAWN BY AND MAILED TO
PARHAM, HELMS & KELLAM
1329 EAST MOREHEAD
CHARLOTTE, NC 28204
CA

ARTICLE I

DEFINITIONS

Section 1. "Homeowners Association" shall mean and refer to Lakemoor Homeowners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1, hereof, and any additions thereto as are or shall become subject to this Declaration and brought within the jurisdiction of the Homeowners Association under the provisions of Article II hereof.

Section 4. "Common Area" shall mean all real property owned by the Homeowners Association for the common use and enjoyment of the owners, including but not limited to trails, swimming pool, cabana, and tennis court which Declarant will construct on the common property. Common Areas, with respect to the property subject to this Declaration, shall be shown on the various plats of Lakemoor recorded or to be recorded in the Wake Public Registry and designated thereon as "Common Areas," but shall exclude all lots as hereinafter defined and all public streets shown thereon. The Common Area to be owned by the Association is more particularly shown on the plats of the properties to be recorded in the Wake Public Registry.

Section 5. "Lot" shall mean and refer to any numbered plot of land, with delineated boundary lines, appearing on any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Roberts Development and Construction, Inc. and shall also mean and refer to any person, firm, or corporation which shall hereafter become vested, at any given time, with title to two or more undeveloped Lots for the purpose of causing residence building(s) to be constructed thereon, and any such successor in title to Roberts Development and Construction, Inc. shall be a Declarant during such period of time as said party is vested with title to two or more such Lots (whether undeveloped or developed and un conveyed), but no longer.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Homeowners Association.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION
AND WITHIN THE JURISDICTION OF THE
LAKEMOOR HOMEOWNERS ASSOCIATION, INC.

ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, and within the jurisdiction of the Homeowners Association is located in Wake County, North Carolina, described as follows:

Being all of the property shown on the map of Lakemoor, Phase I, Section I, Part A, recorded in Map Book 1988 at Page 22 of the Wake Public Registry.

Section 2. Additions to Existing Property. Additional land may be brought within the scheme of this Declaration and the jurisdiction of the Homeowners Association in the following manner:

(a) Additional land within the area described in the metes and bounds description attached hereto as SCHEDULE A and incorporated herein by reference may be annexed to the existing property by Declarant, in future stages or development, without the consent of the Homeowners Association or its Members, provided that said annexations must occur within six (6) years after the date of this instrument. Declarant may remove all or any property from the Schedule A description prior to its annexation by filing a written declaration of removal in the Wake Public Registry;

(b) The additions authorized under Subsection (a) above shall be made by filing of record Supplementary Declarations of Covenants, Conditions, and Restrictions with respect to the additional properties which shall extend the scheme of this Declaration and the jurisdiction of the Homeowners Association to such properties and thereby subject such additions to the benefits, agreements, restrictions, and obligations set forth herein, including, but not limited to, assessments as herein determined, to pay for the Homeowners Association's expenses.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be two classes of Lots with respect to voting rights:

(a) Class A Lots. Class A Lots shall be all Lots except Class B Lots as the same are hereinafter defined. Each Class A Lot shall entitle the Owner(s) of said Lot one (1) vote. When more than one person owns an interest (other than a leasehold or a security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any one Class A. Lot.

(b) Class B Lots. Class B Lots shall be all Lots owned by Declarant which have not been converted to Class A Lots as provided in (1) or (2) below. The Declarant shall be entitled to three (3) votes for each Class B Lot owned by it. The Class B Lots shall cease to exist and shall be converted to Class A Lots:

(1) When the total number of votes appurtenant to the Class A Lots equal the total number of votes appurtenant to the Class B Lots, or

(2) On January 1, 1995, whichever is earlier.

Section 3. In the event that the Owner of any residence ceases to occupy that residence as his own personal living quarters or in the event that any property within the development is leased for rental purposes to tenants, then, in such event, the vote as expressed by rental tenants, if voted in a block, shall not be entitled to any weight greater than forty-nine (49%) percent on any matter pending before the Homeowners Association.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and pass with the title to every Lot, subject to the following provisions:

(a) The right of the Homeowners Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area and to limit the use of said facilities to Owners who occupy a residence on the Properties as their principal residence in Wake County, North Carolina, and to their families, tenants, contract purchasers, and guests, as provided in Section 2 of this Article IV.

(b) The right of the Homeowners Association to suspend the voting rights and rights to the use of the recreational facilities of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Homeowners Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless the Members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class of Lots (Class A and Class B) agree to such dedication or transfer and signify their agreement by a signed and recorded written instrument, provided that this subsection shall not preclude the Board of Directors of the Homeowners Association from granting easements to public authorities or others for the installation and maintenance of sewerage, utilities, and drainage facilities upon, over, under, and across the Common Area without the assent of the membership when, in the sole opinion of such Board, such easements do not interfere with the use and enjoyment of the Properties or are necessary for the convenient use and enjoyment of the Properties;

(d) The right of the Homeowners Association, with the written assent of Members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class of Lots (Class A and Class B), to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner in Section 1 of this Article IV may be exercised by members of the Owners' family who occupy the residence of the Owner within the Properties as their principal residence in Wake County, North Carolina.

(b) Tenants or Contract Purchasers. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Wake County, North Carolina.

(c) Guests. Recreational facilities situated upon the Properties may be utilized by guests of Owners, tenants, or contract purchasers subject to the rules and regulations of the Homeowners Association, as may be established by its Board of Directors, governing said use.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or

not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners Association: (1) monthly assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purposes of Assessments. The assessments levied by the Homeowners Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties in connection with the use and enjoyment of the Common Area, including, but not limited to, the cost of repair, replacement, or additions thereto, the cost of labor, equipment, materials, management, and supervision thereof, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Homeowners Association, when necessary, and such other needs as may arise.

Section 3. Maximum Monthly Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be \$16.50 per Class A Lot and \$4.12 per Class B Lot. On the first day of the month immediately following the completion of the swimming pool and cabana, the maximum monthly assessment shall be \$32.50 per Class A lot and \$8.12 per Class B lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, or until increased as provided for in (b) and (c) below, whichever last occurs and each year thereafter, the maximum monthly assessments above established may be increased, effective January 1 of each year, without a vote of the membership, but subject to the limitation that any such increase shall not exceed the percentage increase, if any, in the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for all Cities over the immediately preceding twelve (12) month period which ended on the previous October 1.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, said maximum monthly assessments may be increased without limitation, if such increase is approved by Members entitled to no less than two-thirds (2/3) of the votes (appurtenant to each Class of Lots) represented in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the monthly assessments at amounts not in excess of the maximum, but the ratio of the assessment established for each Class A Lot to the assessment established for each Class B Lot shall always be the same as \$16.50 to \$4.125.

Section 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Homeowners Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction,

reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the same assent of the Members as provided in Section 3(b) of this Article.

Section 5. Assessment Rate. Both monthly and special assessments must be fixed at a uniform rate for all Lots within each class and may be collected on a monthly basis.

Section 6. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of the votes appurtenant to each Class of Lots (Class A and Class B) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Monthly Assessments; Due Dates; Certificate of Payment. The monthly assessments provided for herein shall commence as to all Lots, as said term is defined in Article I, Section 5, hereof on the first day of the month following the conveyance to the Homeowners Association of that portion of the Common Area shown on the recorded map on which such Lots appear.

At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the monthly assessments against each Lot for the next year and at least fifteen (15) days before January 1 shall send written notice of such fixed assessment to every Owner subject thereto. The due dates for the payment of monthly and special assessments shall be established by the Board of Directors. The Homeowners Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Homeowners Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Homeowners Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum or the maximum interest rate permitted to be legally charged under the laws of the State of North Carolina at the time of such delinquency, whichever is greater. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been theretofore established by the Board of Directors of the Homeowners Association to defray the costs of late payment. The Homeowners Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, late payment fee, costs, and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage, mortgages, first deed of trust, or deeds of trust on a Lot. Sale or transfer of any Lot shall not affect any assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage, mortgages, deed of trust, or deeds of trust.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

USE RESTRICTIONS

Section 1. Use of Common Area. The Common Area shall not be used in any manner except as shall be approved or specifically permitted by the Homeowners Association.

Section 2. Regulations. Reasonable regulations governing the use of the Common Area may be made and amended from time to time by the Board of Directors of the Homeowners Association; provided, however, that all such regulations and amendments thereto shall be approved by a majority vote of the Owners before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to each Member by the Homeowners Association upon request.

ARTICLE VII

EASEMENTS

Easements for the installation and maintenance of driveway, walkway, parking area, water line, gas line, telephone, electric power line, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plat. Within any such easements above provided for, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation of sewerage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. Any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Effect of Restrictions and Amendment. The covenants and restrictions of this Declaration shall bind only the land specifically herein described and shall run with and bind the land. This Declaration may be amended prior to January 1, 2012 by an instrument signed by the Owners of not less than ninety (90%) percent of the Lots and by the Declarant, so long as the Declarant still owns any lots, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots. Any amendment must be properly recorded.

Section 4. FHA/VA Approval. In the event the Declarant has arranged for and provided purchasers of Lots with FHA/VA insured mortgage loans, then as long as Declarant is vested with title to two or more undeveloped lots subject to this Declaration of Covenants, Conditions, and Restrictions, amendment of this Declaration of Covenants, Conditions and Restrictions will require the prior approval of the Federal Housing Administration or the Veterans Administration.

IN WITNESS WHEREOF, the undersigned, Roberts Development and Construction, Inc., Declarant, has caused this instrument to be executed by its _____ President, attested by its Assistant Secretary, and its corporate seal to be hereunto affixed, the day and year first above written.

ROBERTS DEVELOPMENT AND CONSTRUCTION

By: _____

President

ATTEST:

Carol J. Lewis
Asst. Secretary

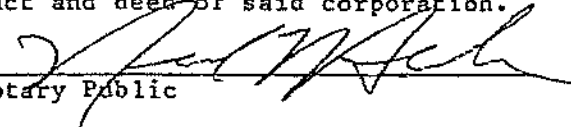
(CORPORATE SEAL)

(wh115/dec-1akel)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 5th day of April, 1988, personally came before me
JAMES H. ROBERTS, who, being by me duly sworn, says that he
is the _____ President of Roberts Development and Construction and that the seal
affixed to the foregoing instrument in writing is the corporate seal of said
company; said writing was signed and sealed by him in behalf of said corporation
by its authority duly given; and the said JAMES H. ROBERTS
acknowledged the said writing to be the act and deed of said corporation.


Notary Public

My Comm. Expires: 10-13-89

(wht15/dec-lakel)

PRESENTED
FOR
REGISTRATION

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LAKEMOOR

A PORTION OF PHASE I (THE WYNDS OF LAKEMOOR) OF WAKE COUNTY, NC

APR 11 10 AM '88
RENEATH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY, NC

THIS SUPPLEMENTAL DECLARATION to the Declaration of Covenants, Conditions and Restrictions is made this 0th day of April, 1988, by and between ROBERTS DEVELOPMENT AND CONSTRUCTION, INC., a North Carolina corporation having a principal place of business in said Mecklenburg County, North Carolina (hereinafter referred to as "Declarant") and any and all persons, firms or corporations hereafter acquiring any of the within described property.

W I T N E S S E T H:

THAT WHEREAS, Declarant is the owner of a development in the County of Wake, State of North Carolina, known as Lakemoor, a map of a portion of said development having been filed of record in the Wake Public Registry, for which portion a Declaration of Covenants, Conditions and Restrictions (hereinafter called "Declaration") dated April 8, 1988, has been filed of record in the Office of the Register of Deeds for Wake County in Book 4235 at page 839; and

WHEREAS, Declarant intends to place such additional covenants, conditions, easements and restrictions thereon as may be necessary to reflect the different character of the property hereinbelow described from that of other Phases of Lakemoor.

NOW, THEREFORE, in consideration of the premises, Declarant agrees with any and all persons, firms or corporations hereafter acquiring any of the property hereinbelow described, that the same is and remains subject to the aforesaid Declaration of Covenants, Conditions and Restrictions for Lakemoor, and is further subjected hereby to the additional covenants, conditions, restrictions and easements hereinafter set forth.

ARTICLE I
PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION

Section 1. Existing Property. The property which is hereby made subject to this Supplemental Declaration, is more particularly described as follows:

Being all of the property shown on the map of Lakemoor, Phase I, Section I, Part A, recorded in Map Book 1988 at Page 22 of the Wake Public Registry.

Only the real property shown on the aforesaid recorded map of Lakemoor, Phase I, Section I, is hereby made subject to this Supplemental Declaration.

Section 2. Additions to Existing Property. Declarant hereby reserves the right, exercisable at any time, to subject such other portions of the real property described on Schedule A of the aforesaid Declaration as it hereafter selects to the restrictions set forth herein in order to extend the scheme of this Supplemental Declaration to other property to be developed as part of Lakemoor provided that the annexation of such additional property is in accord with Declarant's general plan of development and the dwellings constructed on the property are substantially similar in value to the dwellings constructed on the property subject hereto.

ARTICLE II
USE RESTRICTIONS

Section 1. Land Use and Building Type. All Lots in the Development shall be known and described as residential lots and shall be used for residential purposes only. No structure 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 with an attached garage for not more than three (3) cars and other accessory buildings and structures incidental to the residential use of the Lots. No exposed concrete or concrete block, including

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PARHAM, HELMS & KELLAM
1329 EAST HIGHTWAY
CHARLOTTE, NC 28204
CA

foundations, will be allowed on a completed building. All foundations shall be brick to grade.

The following are expressly prohibited:

- (a) Chain link or wire fences;
- (b) Vinyl or aluminum siding;
- (c) Satellite dishes;
- (d) Antennas or other equipment for receiving or sending sound or video messages except with the written permission of the Architectural Control Committee as provided for in Section 7 of this Article.
- (e) Parking or storing of boats, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment in the driveway or front yard of any dwelling or on any public street in the Development, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view.
- (f) Overnight parking of trucks with tonnage in excess of one ton within the Development.
- (g) Heating or air-conditioning apparatus installed on the ground in front of a residence. (No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.)
- (h) The drying of clothes where they may be visible from any Development street.

Section 2. Building Setback Lines. No building shall be placed nearer than thirty-five feet from the right-of-way margin of the street on which it fronts nor nearer than ten feet from any side lot line nor nearer than twenty-five feet to the rear property line. Notwithstanding anything herein contained to the contrary, no building on a Lot with a side abutting Buffalo Road shall be placed nearer than fifty feet from the right-of-way margin thereof and no building on a Lot with a side abutting any other street shall be placed nearer than twenty-five feet from the right-of-way margin thereof. No building backing up to Buffalo Road shall be placed nearer than forty feet from the right-of-way margin thereof. Provided, however, that any violation of this Section 2 for which a variance from the Town of Garner is obtained shall not be deemed to be a violation hereof.

Section 3. Fences and Walls. No chain link or wire fence shall be erected on any lot, and no fence or wall shall be erected which: (1) exceeds six feet in height or (2) is closer to any street on which a residence fronts than the rear of the principal part of the residence as determined by the Architectural Control Committee or (3) is closer to any street along the side of a residence than the side street setback line set out above. No fence or wall may be erected whatsoever except in accordance with the Architectural Control provisions set out in Section 7 hereof. Each Lot Owner is responsible for the proper repair and maintenance of fencing on his Lot.

Section 4. Lot Area. No Lot shall have an area of less than 12,000 square feet.

Section 5. Temporary Structure. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 6. Dwelling Size. The heated living area of any dwelling constructed on any Lot, exclusive of garages and porches, shall not be less than 1500 square feet for a one-level residence, nor less than 1750 square feet for multi-level residence.

contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Effect of Restrictions and Amendment. The covenants and restrictions of this Supplemental Declaration shall bind only the land specifically herein described and shall run with and bind the land. This Supplemental Declaration may be amended prior to January 1, 2012 by an instrument signed by the Owners of not less than ninety (90%) percent of the Lots and by the Declarant, so long as the Declarant still owns any lots, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots. Any amendment must be properly recorded.

Section 4. FHA/VA Approval. In the event the Declarant has arranged for and provided purchasers of Lots with FHA/VA insured mortgage loans, then as long as Declarant is vested with title to two or more undeveloped lots subject to this Supplemental Declaration, amendment of this Supplemental Declaration will require the prior approval of the Federal Housing Administration or the Veterans Administration.

IN WITNESS WHEREOF, the undersigned, Roberts Developmental and Construction, Inc., Declarant has caused this Supplemental Declaration to be executed by its _____ President, attested by its Assistant Secretary, and its corporate seal to be hereunto affixed, the day and year first above written.

Roberts Developmental and Construction, Inc.

By: James H. Roberts
President

ATTEST:

Charles J. Lewis
Asst. Secretary

(CORPORATE SEAL)

(vht16/reat-lakel)

STATE OF NORTH CAROLINA

COUNTY OF HECKLENBURG

This 8th day of April, 19 88, personally came before me James H. Roberts, who, being by me duly sworn, says that he is the President of Roberts Developmental and Construction, Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company; said writing was signed and sealed by him in behalf of said corporation by its authority duly given; and the said Roberts Developmental and Construction, Inc. acknowledged the said writing to be the act and deed of said corporation.

[Signature]
Notary Public

My Comm. Expires: 10-13-89

Section 7. Architectural Control. Prior to any construction taking place, the plans for each house must be submitted in writing for architectural approval pursuant to this Section. After the initial construction of the main dwelling; no building, fence, wall, or other structure shall be commenced or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made (including the erection of antennas, aerials, awnings, the placement of reflective or other material in the windows of a Homeowners Unit or other exterior attachment) nor shall any walks, drives, trees, brick or block be modified in color until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of directors of the Homeowners Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The Homeowners Association shall have the right to charge a reasonable fee for receiving such application in an amount not to exceed \$25.00. Neither the Board of Directors nor the architectural control committee shall approve any alterations, decorations, or modifications which would jeopardize or impair the soundness, safety, or appearance of any lot or the Common Area. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development.

Section 8. Nuisances. No noxious, offensive, or illegal activity shall be carried on upon any Lot nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the Development. No Lot shall be used, in whole or in part, for storage of rubbish of any character whatsoever; nor shall any substance, thing, or material be kept upon any Lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. (No trash, rubbish, stored materials, wrecked, or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure.) However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for pickup by garbage and trash removal service units. No animals or poultry of any kind other than dogs, cats, or other household pets shall be kept or maintained on any Lot. The provisions of this paragraph shall not apply to Lots upon which houses are under construction.

Section 9. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet and each side five (5) feet of each Lot in the Development. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot shall be maintained continuously by the owner of the Lot except in cases where a public authority or utility company is responsible for such maintenance.

Section 10. Buffer. Any area designated "Buffer" on the recorded plat specified in Article I, Section 1 of this Supplemental Declaration shall remain in its natural state to be maintained by the owner(s) of the lot(s) containing such Buffer.

Section 11. Driveways. All driveways must be constructed of concrete.

Section 12. Mail Boxes. All mail boxes or receptacles shall be uniform with the design approved by the Architectural Control Committee.

ARTICLE III GENERAL PROVISIONS

Section 1. Enforcement. Any Owner, as defined in the said Declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, declarations, reservations, liens, and charges now or hereafter imposed by the provisions of this Supplemental Declaration. Failure by any Owner to enforce any covenant or restriction herein

PRESENTED
FOR
REGISTRATION

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LAKEMOOR

A PORTION OF PHASE I (THE WYNDYS OF LAKEMOOR) OF WAKE COUNTY, NC

THIS SUPPLEMENTAL DECLARATION to the Declaration of Covenants, Conditions and Restrictions is made this 8th day of April, 1988, by and between ROBERTS DEVELOPMENT AND CONSTRUCTION, INC., a North Carolina corporation having a principal place of business in said Mecklenburg County, North Carolina (hereinafter referred to as "Declarant") and any and all persons, firms or corporations hereafter acquiring any of the within described property.

W I T N E S S E T H:

THAT WHEREAS, Declarant is the owner of a development in the County of Wake, State of North Carolina, known as Lakemoor, a map of a portion of said development having been filed of record in the Wake Public Registry, for which portion a Declaration of Covenants, Conditions and Restrictions (hereinafter called "Declaration") dated April 9, 1988, has been filed of record in the Office of the Register of Deeds for Wake County in Book 4235 at page 839; and

WHEREAS, Declarant intends to place such additional covenants, conditions, easements and restrictions thereon as may be necessary to reflect the different character of the property hereinbelow described from that of other Phases of Lakemoor.

NOW, THEREFORE, in consideration of the premises, Declarant agrees with any and all persons, firms or corporations hereafter acquiring any of the property hereinbelow described, that the same is and remains subject to the aforesaid Declaration of Covenants, Conditions and Restrictions for Lakemoor, and is further subjected hereby to the additional covenants, conditions, restrictions and easements hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION

Section 1. Existing Property. The property which is hereby made subject to this Supplemental Declaration, is more particularly described as follows:

Being all of the property shown on the map of Lakemoor, Phase I, Section I, Part A, recorded in Map Book 1988 at Page 22 of the Wake Public Registry.

Only the real property shown on the aforesaid recorded map of Lakemoor, Phase I, Section I, is hereby made subject to this Supplemental Declaration.

Section 2. Additions to Existing Property. Declarant hereby reserves the right, exercisable at any time, to subject such other portions of the real property described on Schedule A of the aforesaid Declaration as it hereafter selects to the restrictions set forth herein in order to extend the scheme of this Supplemental Declaration to other property to be developed as part of Lakemoor provided that the annexation of such additional property is in accord with Declarant's general plan of development and the dwellings constructed on the property are substantially similar in value to the dwellings constructed on the property subject hereto.

ARTICLE II
USE RESTRICTIONS

Section 1. Land Use and Building Type. All Lots in the Development shall be known and described as residential lots and shall be used for residential purposes only. No structure 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 with an attached garage for not more than three (3) cars and other accessory buildings and structures incidental to the residential use of the Lots. No exposed concrete or concrete block, including

DRAWN BY AND MAILED TO
PARHAM, HELMS & KELLAM
1320 EAST HIGHTWAY
CHARLOTTE, NC 28204
CA

foundations, will be allowed on a completed building. All foundations shall be brick to grade.

The following are expressly prohibited:

- (a) Chain link or wire fences;
- (b) Vinyl or aluminum siding;
- (c) Satellite dishes;
- (d) Antennas or other equipment for receiving or sending sound or video messages except with the written permission of the Architectural Control Committee as provided for in Section 7 of this Article.
- (e) Parking or storing of boats, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment in the driveway or front yard of any dwelling or on any public street in the Development, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view.
- (f) Overnight parking of trucks with tonnage in excess of one ton within the Development.
- (g) Heating or air-conditioning apparatus installed on the ground in front of a residence. (No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.)
- (h) The drying of clothes where they may be visible from any Development street.

Section 2. Building Setback Lines. No building shall be placed nearer than thirty-five feet from the right-of-way margin of the street on which it fronts nor nearer than ten feet from any side lot line nor nearer than twenty-five feet to the rear property line. Notwithstanding anything herein contained to the contrary, no building on a lot with a side abutting Buffalo Road shall be placed nearer than fifty feet from the right-of-way margin thereof and no building on a lot with a side abutting any other street shall be placed nearer than twenty-five feet from the right-of-way margin thereof. No building backing up to Buffalo Road shall be placed nearer than forty feet from the right-of-way margin thereof. Provided, however, that any violation of this Section 2 for which a variance from the Town of Garner is obtained shall not be deemed to be a violation hereof.

Section 3. Fences and Walls. No chain link or wire fence shall be erected on any lot, and no fence or wall shall be erected which: (1) exceeds six feet in height or (2) is closer to any street on which a residence fronts than the rear of the principal part of the residence as determined by the Architectural Control Committee or (3) is closer to any street along the side of a residence than the side street setback line set out above. No fence or wall may be erected whatsoever except in accordance with the Architectural Control provisions set out in Section 7 hereof. Each Lot Owner is responsible for the proper repair and maintenance of fencing on his Lot.

Section 4. Lot Area. No Lot shall have an area of less than 12,000 square feet.

Section 5. Temporary Structure. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 6. Dwelling Size. The heated living area of any dwelling constructed on any Lot, exclusive of garages and porches, shall not be less than 1500 square feet for a one-level residence, nor less than 1750 square feet for multi-level residence.

Section 7. Architectural Control. Prior to any construction taking place, the plans for each house must be submitted in writing for architectural approval pursuant to this Section. After the initial construction of the main dwelling; no building, fence, wall, or other structure shall be commenced or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made (including the erection of antennas, aerials, awnings, the placement of reflective or other material in the windows of a Homeowners Unit or other exterior attachment) nor shall any walks, drives, trees, brick or block be modified in color until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Homeowners Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The Homeowners Association shall have the right to charge a reasonable fee for receiving such application in an amount not to exceed \$25.00. Neither the Board of Directors nor the architectural control committee shall approve any alterations, decorations, or modifications which would jeopardize or impair the soundness, safety, or appearance of any Lot or the Common Area. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development.

Section 8. Nuisances. No noxious, offensive, or illegal activity shall be carried on upon any Lot nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the Development. No Lot shall be used, in whole or in part, for storage of rubbish of any character whatsoever; nor shall any substance, thing, or material be kept upon any Lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. [No trash, rubbish, stored materials, wrecked, or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure.] However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for pickup by garbage and trash removal service units. No animals or poultry of any kind other than dogs, cats, or other household pets shall be kept or maintained on any Lot. The provisions of this paragraph shall not apply to Lots upon which houses are under construction.

Section 9. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet and each side five (5) feet of each Lot in the Development. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot shall be maintained continuously by the owner of the Lot except in cases where a public authority or utility company is responsible for such maintenance.

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Section 11. Driveways. All driveways must be constructed of concrete.

Section 12. Mail Boxes. All mail boxes or receptacles shall be uniform with the design approved by the Architectural Control Committee.

ARTICLE III GENERAL PROVISIONS

Section 1. Enforcement. Any Owner, as defined in the said Declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, declarations, reservations, liens, and charges now or hereafter imposed by the provisions of this Supplemental Declaration. Failure by any Owner to enforce any covenant or restriction herein

contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Effect of Restrictions and Amendment. The covenants and restrictions of this Supplemental Declaration shall bind only the land specifically herein described and shall run with and bind the land. This Supplemental Declaration may be amended prior to January 1, 2012 by an instrument signed by the Owners of not less than ninety (90%) percent of the Lots and by the Declarant, so long as the Declarant still owns any lots, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots. Any amendment must be properly recorded.

Section 4. FHA/VA Approval. In the event the Declarant has arranged for and provided purchasers of lots with FHA/VA insured mortgage loans, then as long as Declarant is vested with title to two or more undeveloped lots subject to this Supplemental Declaration, amendment of this Supplemental Declaration will require the prior approval of the Federal Housing Administration or the Veterans Administration.

IN WITNESS WHEREOF, the undersigned, Roberts Developmental and Construction, Inc., Declarant has caused this Supplemental Declaration to be executed by its _____ President, attested by its Assistant Secretary, and its corporate seal to be hereunto affixed, the day and year first above written.

Roberts Development and Construction, Inc.

By: James H. Roberts
President

ATTEST:

Charles J. Lewis
Asst. Secretary

(CORPORATE SEAL)

(wh16/rcat-lakel)

STATE OF NORTH CAROLINA

COUNTY OF HECKLENBURG

This 8th day of April, 19 88, personally came before me James H. Roberts, who, being by me duly sworn, says that he is the _____ President of Roberts Development and Construction, Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company; said writing was signed and sealed by him in behalf of said corporation by its authority duly given; and the said Roberts Development and Construction, Inc. acknowledged the said writing to be the act and deed of said corporation.

[Signature]
Notary Public

My Comm. Expires: 10-13-89

Return to: Jordan, Price, Wall, Gray & Jones, L.L.P.
P.O. Box 2021, Raleigh, NC 27602

OF NORTH CAROLINA
COUNTY OF WAKE

AMENDMENT TO SUPPLEMENTAL
DECLARATIONS OF RESTRICTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
LAKEMOOR

THIS AMENDMENT to each of the SUPPLEMENTAL DECLARATIONS OF RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS LAKEMOOR for A PORTION OF PHASE I (THE WYNDY OF LAKEMOOR) and for A PORTION OF PHASE II (THE MEAD AT LAKEMOOR) (hereinafter collectively "Supplemental Declarations"), made and entered into this 3rd day of ~~June~~ ^{October 1995} 1995.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions Lakemoor was recorded in the office of the Wake County Register of Deeds in Book 4235, Page 839, as well as all Amendments and the Supplemental Declarations thereto, particularly set forth above; and

WHEREAS, the lot owners of Lakemoor wish to amend and renumber certain Sections of Article II of the Supplemental Declarations and such Supplemental Declarations require the assent of at least seventy five percent (75%) of the owners of the lots within Lakemoor as shown by the Wake County records; and

WHEREAS, such lot owners, having received the required assent and having such assent certified by the authority of the Board of Directors of Lakemoor, have supported an Amendment to such Supplemental Declarations.

6

NOW THEREFORE, Lakemoor Homeowners Association, does hereby declare and set forth as follows:

1. Each Supplemental Declarations of Lakemoor is hereby amended to delete the original Article II, Section 1 under "Land Use and Building Type." and inserting the amended Section as set forth for each Supplemental Declaration as follows:

"Land Use and Building Type. All Lots in the Development shall be known and described as residential lots and shall be used for residential purposes only. No structure 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 with an attached garage for not less than two (2) or more than three (3) cars and other accessory buildings and structures incidental to the residential use of the Lots. No exposed concrete or concrete block, including foundations, will be allowed on a completed building. All foundations shall be brick to grade.

The following are expressly prohibited:

- (a) Chain link fences;
- (b) Vinyl or aluminum siding;
- (c) Satellite dishes;
- (d) Wire fences, except as provided for in Section 4 herein;
- (e) Antennas or other equipment for receiving or sending sound or video messages except with the written permission of the Architectural Control Committee as provided for herein.
- (f) Parking or storing of boats, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment in the driveway or front yard of any dwelling or on any public street in the Development, nor shall any such vehicle or equipment be parked in the rear or side yard of any residence unless completely concealed from public view.
- (g) Overnight parking of trucks with tonnage in excess of one ton within the Development.
- (h) Heating or air conditioning apparatus installed on the ground in front of the residence. (No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.)
- (i) The drying of clothes where they may be visible from any Development street."

2. The Supplemental Declarations of Lakemoor A Portion of Phase I (The Wynds of Lakemoor) is hereby amended by renumbering the existing Sections 2 through 12 as Sections 3 through 13 and then inserting a new Section as Article II, Section 2, for the Supplemental Declaration as follows:

"Section 2. Garages Required. Each residence shall have a private attached garage suitable for parking not less than two (2) or more than three (3) standard automobiles, which garage conforms in design and materials with the main structure. Front-opening garages shall not remain open for extended periods during daylight or nighttime hours."

3. Each Supplemental Declarations of Lakemoor is hereby amended to delete Article II, Section 4 as renumbered for The Wynds of Lakemoor and the original Section 4 for The Mead at Lakemoor, under "Fences and Walls." and inserting the amended Sections as set forth in the proper place for each Supplemental Declaration as follows:

"Section 4. Fences and Walls. Except with the prior written approval of the Board of Directors or the Architectural Committee, no wire fence shall be erected or maintained on any lot or the common elements or limited common elements. The Board of Directors or the Architectural Committee may approve any application for the installation of wire fencing, so long as (a) the fencing as installed is not standing alone and fully exposed, so as to be visible from neighboring lots, streets or common areas, and (b) the fencing is to back a split rail, picket, or similar type fencing and is in fact visually indistinguishable from such fence otherwise allowed in the community and/or by the Declarations. Further, no fence or wall of any type shall be erected which: (1) exceeds six feet in height or (2) is closer to any street on which a residence fronts than the rear of the principal part of the residence as determined by the Architectural Control Committee or (3) is closer to any street along the side of the residence than the side street setback line set out above. No fence or wall may be erected whatsoever except in accordance with the Architectural Control provisions set out in Section 8 hereof. Each Lot Owner is responsible for the proper repair and maintenance of fencing or walls on his or her Lot."

4. This Amendment shall become effective upon recordation in the Office of the Register of Deeds of Wake County.

5. Except as specifically amended and renumbered herein, the remaining covenants, conditions and restrictions set forth in the Supplemental Declarations are hereby re-acknowledged.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their signatures to be attested as set forth in the Supplemental Declarations.

LAKEMOOR HOMEOWNERS ASSOCIATION, INC.

By: Richard M. Justice
Its President

ATTEST:

Lisa B. Webb
Secretary Vice-President/Acting Secretary

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF WAKE

I, Nancy D. Tidwell, a Notary Public of the County and State aforesaid, certify that Lisa B. Webb, personally came before me this day and acknowledged that he/she is ~~Secretary~~ ^{Vice-President} of Lakemoor Homeowners Association, Inc., 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 Lisa B. Webb as its ~~Secretary~~ ^{Vice-President}/Acting Secretary.

Witness my hand and official stamp or seal, this 3rd day of October, 1995.

Nancy D. Tidwell
Notary Public

My commission expires:

11-17-96