

BK 6932PG0867

The Greens at Lochmere Association
Declaration of Covenants, Conditions and Restrictions

INDEX

PREAMBLE

page 1

ARTICLE I DEFINITIONS

page 1

- SECTION 1 Association
- SECTION 2 Owner
- SECTION 3 Properties
- SECTION 4 Common Area
- SECTION 5 Member
- SECTION 6 Lot
- SECTION 7 Master Association
- SECTION 8 Master Declaration

ARTICLE II PROPERTY RIGHTS

page 3

- SECTION 1 Owners' easement of enjoyment
- SECTION 2 Delegation of use
- SECTION 3 Parking rights
- SECTION 4 Leases of Lots
- SECTION 5 HV/AC equipment easement

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

page 4

ARTICLE IV COVENANT FOR MAINTENANCE/ASSESSMENTS

page 4

- SECTION 1 Creation of the lien & personal obligation
- SECTION 2 Purpose of assessments
- SECTION 3 Maximum annual assessment
- SECTION 4 Special assessment for capital improvement
- SECTION 5 Notice & quorum for action under section 3&4
- SECTION 6 Rate of annual assessment
- SECTION 7 Date and commencement of annual assessment
- SECTION 8 Effects of nonpayment of assessments
- SECTION 9 Effect of default of payment of taxes
- SECTION 10 Subordination of lien to first mortgages
- SECTION 11 Exempt property
- SECTION 12 Working capital fund

BK 6932PG0868

The Greens at Lochmere Association
Declaration of Covenants, Conditions and Restrictions

ARTICLE V ARCHITECTURAL CONTROL

page 8

SECTION 1 The architectural control committee

SECTION 2 Purpose

SECTION 3 Conditions

ARTICLE V ARCHITECTURAL CONTROL

page 8

SECTION 4 Procedures

SECTION 5 Initial Construction

ARTICLE VI PARTY WALLS

page 9

SECTION 1 General rules of law to apply

SECTION 2 Sharing of repair and maintenance

SECTION 3 Destruction by fire or other casualty

SECTION 4 Weatherproffing

SECTION 5 Right to contribution runs with land

SECTION 6 Arbitration

ARTICLE VII EXTERIOR MAINTENANCE

page 9

ARTICLE VIII USE RESTRICTIONS

page 10

SECTION 1 Land use and building type

SECTION 2 Nuisance

SECTION 3 Animals

SECTION 4 Outside antennas

SECTION 5 Dwelling and lot sizes

SECTION 6 Business Use

ARTICLE IX EASEMENTS

page 11

SECTION 1 Utilities

SECTION 2 Roof overhang

SECTION 3 Encroachments

ARTICLE X INSTITUTIONAL LENDERS' RIGHTS

page 11

SECTION 1 Entities constituting lenders

SECTION 2 Obligation of Association to lenders

SECTION 3 Requirements of institutional lenders

BK 6932 PG 0869

The Greens at Lochmere Association
Declaration of Covenants, Conditions and Restrictions

ARTICLE XI GENERAL PROVISIONS

page 12

SECTION 1 Enforcement

SECTION 2 Severability

SECTION 3 Amendment

SECTION 4 Annexation

ARTICLE XII MASTER ASSOCIATION

page 12

**The Greens at Lochmere Association
Declaration of Covenants, Conditions and Restrictions**

PRESENTED
FOR
REGISTRATION

000069

Record to: Kildaire Management Company
302 Pebble Creek Drive, Cary, NC 27511

APR 11 1995 PM 4:06
KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for the GREENS AT LOCHMERE ASSOCIATION**

THIS AMENDED AND RESTATED DECLARATION ("Amended Declaration"), made and effective on the date hereinafter set forth by the GREENS AT LOCHMERE ASSOCIATION (hereinafter Association), a non-profit North Carolina corporation and those persons listed on Exhibit A attached thereto and fully incorporated by reference, being not less than 90% of the Lot Owners of the Greens at Lochmere;

WHEREAS, on or about March 10, 1987, Zaremba Communities of North Carolina, Inc. placed a declaration on certain lots known and designated as "Tract C of the Greens at Lochmere, Phase I", said lots now being known as part of the Greens at Lochmere Association, and said Declaration being recorded in book 3972, beginning at page 585, Wake County Registry; and

WHEREAS, said Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions dated April 24, 1987, recorded in book 4007, beginning at page 301, Wake County Registry; and

WHEREAS, said Declaration was further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions dated January 19, 1988, recorded in book 4192, beginning at page 0071 of the Wake County Registry; and

WHEREAS, Windsor Park Joint Venture placed a Declaration on certain lots known as "Phase Two of The Greens at Lochmere, Tract C", said lots now being known as part of the Greens at Lochmere Association, and said Declaration being recorded in book 4410, beginning at page 465, Wake County Registry; and

WHEREAS, said Declarations were further amended by Amendment to Declaration of Covenants, Conditions and Restrictions for the Greens at Lochmere and Declaration of Covenants, Conditions and Restrictions for Greensview dated May 31, 1991, recorded in book 4919, beginning at page 191, Wake County Registry; and

WHEREAS, Association desires to further amend the Declaration and have agreed and consented to this Amended Declaration consistent and in accordance with the Declaration for amendment thereto.

ARTICLE I - DEFINITIONS

SECTION 1. "Association" shall mean and refer to THE GREENS AT LOCHMERE ASSOCIATION, its successors and assigns.

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

SECTION 3. "Properties" shall mean and refer to that certain real property herein above described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The term "Townhouse Property" shall mean and refer to all of the property shown on the Plats of the Townhome

BK6932PG0854

BK 6932PG0855

The Greens at Lochmere Association

Declaration of Covenants, Conditions and Restrictions

Property. The term "Detached Property" shall mean and refer to the property shown on the Plat of the Detached Property.

SECTION 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. A portion of the Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

A. All of that land designated "Common Area" as shown on the Plat, including that portion, as shown on the Plat, of Tract 1 (Parcel 3) of the land conveyed to the Association By Declarant and described in that General Warranty Deed recorded in the Office of the Register of Deeds of Wake County, North Carolina, in Book 4199, Page 246; and

B. All of that land designated "common Area" as shown on the plat entitled "tract C of the Greens at Lochmere Phase I, which appears of record in the Office of the Register of Deeds of Wake County, North Carolina, in Book of Maps 1987, page 427.

The common area shall be divided into two categories, Townhouse Common Area and Subdivision Common Area.

(1) The term "Subdivision Common Area" shall include all of the following: all roadway medians and islands, including medians and islands located in dedicated rights of way, the area between the back of the curb on Greensview Drive and the Boundary of the right of way of Greensview Drive, extending only from the intersection of Heartwood Drive to the intersection of the northern boarder of the driveway of Lot 6 in Building 1 and Lot 7 in Building 11 with the western and eastern rights of way, respectively, of Greensview Drive (hereinafter the "Entry Right of Way"), and the landscaping easement to be created on a portion of the Townhouse Common Areas and on Lots 1 and 22 of The Greens at Lochmere, Section C, Phase 3 (hereinafter the "Buffer Easement"). For purposes of maintenance and repair, and the payment thereof, the brick pavers in the public right of way of Greensview Drive and the street lighting within or adjacent to Greensview Drive right of way, though not owned by the Association, shall be considered Subdivision Common Area.

(2) The term "Townhouse Common Area" shall include all other Common Area within the subdivision, including, specifically, all of the property (other than the right of way of Greensview Drive and the Entry Right of Way) shown and designated as Common Area on the Plats of the Townhouse Property.

SECTION 5. "Member" shall mean and refer to every person or entity who holds membership with voting rights in the Association.

SECTION 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Area.

The term "Townhouse Lot" shall mean and refer to Lots 1-6 in Building 1 and Lots 7-12 in Building 11 and Lots 113, 115, 117 and 119 in Building 10 of The Greens at Lochmere, as shown on the Plats of the Townhouse Property. The term "Detached Lot" shall mean and refer to Lots 1-22 of The Greens at Lochmere, Section C, Phase 3, as shown on the Plat of the Detached Property.

SECTION 7. "Master Association" shall mean and refer to Lochmere Association, a North Carolina non-profit corporation.

SECTION 8. "Master Declaration" shall mean and refer to the Declaration of Master Covenants, Conditions and Restrictions for Lochmere recorded in Book 3361, Page 681, Wake County Registry, as it may be amended from time to time.

The Greens at Lochmere Association
Declaration of Covenants, Conditions and Restrictions

ARTICLE II - PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provision:

- (a) the right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by 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 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 an instrument signed by at least two-thirds (2/3) of each class of Members, agreeing to such dedication or transfer, has been recorded;
- (d) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area and specifically including the right to make permanent and temporary assignments of parking spaces and to establish regulations concerning the use thereof; and
- (e) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities thereon.
- (f) the right of the Association to exchange portions of Common Area with any owner for substantially equal areas of the Properties for the purpose of eliminating unintentional encroachments of houses or other improvements onto portions of the Common Areas.

SECTION 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

SECTION 3. PARKING RIGHTS. Each Lot Owner shall be entitled to park permitted vehicles in his garage and in the driveway serving his Lot; provided, however, no Lot Owner may park vehicles in any shared portion of a driveway in a manner that prevents or inhibits access by other Lot Owners entitled to the use thereof. No trucks, tractors, boats, campers or trailers shall be regularly parked on private or Common Area drives.

SECTION 4. LEASES OF LOTS. Any Lease Agreement between an Owner and a lessee for the lease of such Owner's Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and By-Laws of the Association and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the Lease. A copy of the aforementioned Association recorded legal documents, plus a copy of any Association rules, regulations and policies that affect the Lots, shall be given to each lessee by the lessor. All Leases of Lots shall be in writing. A copy of said lease, showing compliance with this Section, shall be delivered to the Association by the Lessor within 30 days of the beginning of the lease and shall be kept on file with the Association. Other than the foregoing there is no restriction on the right of any Owner to lease his Lot.

The Greens at Lochmere Association Declaration of Covenants, Conditions and Restrictions

SECTION 5. HV/AC EQUIPMENT EASEMENT. This section applies ONLY to the Townhouse Lots. The heating, ventilating and air-conditioning equipment and related lines, pipes and conduits (the "HV/AC Equipment") serving certain Lots are located on the Common Area in close proximity to the Lots served. Each Owner of a Lot whose HV/AC Equipment is or may be placed on the Common Area is hereby granted a perpetual, non-exclusive easement to and over that portion of the Common Area where such HV/AC Equipment is located, together with an easement of ingress, egress and regress across the Common Area for the purpose of repairing and maintaining such Equipment. This easement includes the right to disturb the surface of the Common Area if necessary to effect repairs and maintenance; provided, however, each Lot Owner shall be responsible for the repair and restoration of the Common Area to its state prior to any disturbance or damage caused by the maintenance and repair of the HV/AC Equipment. In the event a Lot Owner fails to restore or repair the Common Area as herein required, the Association may effect such restoration or repair and the cost thereof shall become a part of the annual assessment or charge set forth in Article IV, Section 1, and subject to the lien rights described in said Article.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

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

SECTION 2. The Association shall have two (2) classes of membership:

Class A. Class A Members shall be the Owners of Townhouse Lots. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class C. Class C Members shall be the Owners of Detached Lots. Class C Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Notwithstanding anything herein to the contrary, The Class C Members shall have no vote with regard to any matter affecting the Townhouse Common Area, architectural control of Townhouse building exteriors, or the maintenance of the Townhouse Lots.

ARTICLE IV - COVENANT FOR MAINTENANCE AND ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. 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 Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) to the appropriate governmental taxing authority: (a) a pro rata share of ad valorem taxes levied against the Common Area; and (b) a pro rata share of assessments for public improvements to or for the benefit of the Common Area if the Association shall default in the payment of either or both for a period of six (6) months, all as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, 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 the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

BK 6932PG0858

The Greens at Lochmere Association

Declaration of Covenants, Conditions and Restrictions

SECTION 2. PURPOSE OF ASSESSMENTS.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of the dwellings situated upon the Townhouse Property or for the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the maintenance of water and sewer lines in and upon the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, the maintenance of open spaces, brick pavers in the right of way of Greensview Drive, roadway medians and islands (including medians and islands located in dedicated rights of way); the maintenance of any signs erected within the Common Area; the maintenance of entranceways, landscaping and lighting of Common Area, road medians and islands and entranceways; the lighting of streets; and the provision of adequate reserves for the replacement of capital improvements, the payment of charges for municipal water service for irrigation of the Common Area; the maintenance of brick pavers and replacement of plants; and the employment of attorneys and accountants to represent the Association when necessary, and such other needs as may arise.

Notwithstanding the generality of the foregoing, the assessments levied against the Class C Members shall be used exclusively to pay for their pro-rata share of the cost of maintaining the Subdivision Common Area and management and insurance costs thereto. None of the assessments levied against the Detached Property shall be used for any expenses related in any way to the Townhouse Common Area, which expenses shall be paid solely from assessments levied against Townhouse Property. Class C Members will pay 57.894% (22/38) of the costs attributable to the Subdivision Common Area. Class A Members will pay 42.106 (16/38) of the costs attributable to the Subdivision Common Area and all of the costs Attributable to the Townhouse Common Area. 8070
2070

(b) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the Bylaws of the Association. As monies for any assessment are paid to the Association by any Lot Owner, the same may be comingled with monies paid to the Association by the other Lot Owners. Notwithstanding anything contained herein or elsewhere to the contrary, The Association must maintain separate accounts for the assessments levied against and collected from the Class A Members and those levied against and collected from the Class C Members. Such accounts shall be maintained at all times in a manner sufficient to demonstrate that the assessments collected are being allocated and expended in the manner provided in Paragraph 2(a) above. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Properties.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until December 31 of the year of the conveyance of the first Townhouse Lot to an Owner, the maximum annual assessment for Townhouse Lots shall be One Thousand One Hundred Eight and 80/100 Dollars (\$1,108.80) per Lot; until December 31 of the year of the conveyance of the first Detached Lot to an owner, the maximum annual assessment for

BK 6932 PG 0858

The Greens at Lochmere Association

Declaration of Covenants, Conditions and Restrictions

SECTION 2. PURPOSE OF ASSESSMENTS.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of the dwellings situated upon the Townhouse Property or for the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the maintenance of water and sewer lines in and upon the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, the maintenance of open spaces, brick pavers in the right of way of Greensview Drive, roadway medians and islands (including medians and islands located in dedicated rights of way); the maintenance of any signs erected within the Common Area; the maintenance of entranceways, landscaping and lighting of Common Area, road medians and islands and entranceways; the lighting of streets; and the provision of adequate reserves for the replacement of capital improvements, the payment of charges for municipal water service for irrigation of the Common Area; the maintenance of brick pavers and replacement of plants; and the employment of attorneys and accountants to represent the Association when necessary, and such other needs as may arise.

Notwithstanding the generality of the foregoing, the assessments levied against the Class C Members shall be used exclusively to pay for their pro-rata share of the cost of maintaining the Subdivision Common Area and management and insurance costs thereto. None of the assessments levied against the Detached Property shall be used for any expenses related in any way to the Townhouse Common Area, which expenses shall be paid solely from assessments levied against Townhouse Property. Class C Members will pay 57.894% (22/38) of the costs attributable to the Subdivision Common Area. Class A Members will pay 42.106 (16/38) of the costs attributable to the Subdivision Common Area and all of the costs attributable to the Townhouse Common Area. T-H
80/100
2010 SF

(b) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the Bylaws of the Association. As monies for any assessment are paid to the Association by any Lot Owner, the same may be comingled with monies paid to the Association by the other Lot Owners. Notwithstanding anything contained herein or elsewhere to the contrary, The Association must maintain separate accounts for the assessments levied against and collected from the Class A Members and those levied against and collected from the Class C Members. Such accounts shall be maintained at all times in a manner sufficient to demonstrate that the assessments collected are being allocated and expended in the manner provided in Paragraph 2(a) above. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Properties.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until December 31 of the year of the conveyance of the first Townhouse Lot to an Owner, the maximum annual assessment for Townhouse Lots shall be One Thousand One Hundred Eight and 80/100 Dollars (\$1,108.80) per Lot; until December 31 of the year of the conveyance of the first Detached Lot to an owner, the maximum annual assessment for

BK 6932PG0859

The Greens at Lochmere Association

Declaration of Covenants, Conditions and Restrictions

Detached Lots shall be \$300.00 per Lot. Any increase in the maximum annual assessment for either Townhouse Lots or Detached Lots shall be subject to the procedures and requirements hereinafter set forth.

(a) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year.

(b) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter may be increased without limit by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, subject to the provisions of Section 6 of this Article.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs 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 assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 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 fifteen (15) 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 percent (60%) of all the votes of each class of membership 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 6. RATE OF ANNUAL ASSESSMENT. Excepting exempt property, both annual and special assessments for the lots shall be fixed at uniform rates as follows:

(1) Townhouse Lots. Townhouse Lots shall be assessed at the rate of One Hundred percent (100%) of any annual or special assessment fixed or levied pursuant to Section 3 or Section 4 of this Article for the purpose of maintaining the Townhouse Property and for other such items set forth in Section 2 of this article as are applicable and attributable to the Townhouse Property. In addition, Townhouse Lots shall be assessed at the rate of 42.106% of any annual or special assessment fixed or levied pursuant to Section 3 or Section 4 of this article for the purpose of maintaining Subdivision Common Area and for such other items set forth in Section 2 of this Article as are applicable and attributable to the Subdivision Common Area.

(2) Detached Lots. Detached Lots shall be assessed at the rate of 57.894% of any annual or special assessment as may be fixed or levied pursuant to Section 3 or Section 4 of this article for the purpose of maintaining Subdivision Common Area and for such other items set forth in Section 2 of this Article as are applicable and attributable to the Subdivision Common Area.

206932PG0860

The Greens at Lochmere Association

Declaration of Covenants, Conditions and Restrictions

SECTION 7. DATE AND COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall be collected on a monthly basis and shall commence as to all Lots on the first day of the month following the conveyance of the Common Area shown on the recorded plat on which such Lot is located. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within the time frame as specified in the current assessment collection policy as approved by the Board of Directors shall bear interest from the due date at the highest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of North Carolina for the foreclosures of Deeds of Trust, and interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein.

SECTION 9. EFFECT OF DEFAULT IN PAYMENT OF AD VALOREM TAXES OR ASSESSMENTS FOR PUBLIC IMPROVEMENTS BY ASSOCIATION. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments for public improvements to the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot in the development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

SECTION 10. SUBORDINATION OF THE LIEN TO FIRST MORTGAGES. The liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any such first 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 become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

SECTION 11. 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.

BK 6932 PG 0861

The Greens at Lochmere Association

Declaration of Covenants, Conditions and Restrictions

SECTION 12. WORKING CAPITAL FUND. In order to insure that the Association will have sufficient monies available to meet the operational needs during the initial months of the Property's existence, the Association has established a Working Capital Fund. At the time of the closing of the first sale of each Lot, the purchaser thereof shall pay into such Fund an amount equal to two-twelfths (2/12ths) of the current annual assessment established by the Association. No such payments made into the Working Capital Fund shall be considered advance or current payment of regular assessments. All monies paid into the Working Capital Fund shall be held and administered by the Association in accordance with the terms of this Declaration and the Bylaws.

ARTICLE V - ARCHITECTURAL CONTROL

SECTION 1. THE ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee consisting of three (3) members shall be appointed as follows. One member of the Committee shall be appointed by the Directors of the Greens at Lochmere Association elected by the Class A members, one member shall be appointed by the Directors of The Greens at Lochmere Association elected by the Class C members and one member by the entire Board of Directors.

SECTION 2. PURPOSE. Subject to the approval of the Architectural Committee of the Master Association as set forth in Article IV of the Master Declaration, the Architectural Control Committee shall regulate the external design, appearance, use, location and maintenance of the Properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

SECTION 3. CONDITIONS. No improvements, alterations, repairs, change of paint colors, plantings, excavations, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state shall be made or done without the prior written approval of the Architectural Control Committee. No building, fence, wall, residence or other structure shall be commenced, erected, maintained or improved, altered, removed, made or done without the prior written approval of the Architectural Control Committee.

SECTION 4. PROCEDURES.

(a) Any person desiring to make any improvement, alteration or change described in Section 3 above shall submit the plans and specifications therefor, showing the nature, kind, shape, height, materials and location of the same, to the Architectural Control Committee which shall evaluate such plans and specifications in light of the purpose of this Article as set forth in Section 2 above. In the event the Committee fails to approve, modify or disapprove in writing an application within sixty (60) days after 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 applicant may appeal an adverse Architectural Control Committee decision to the Board of Directors of the Association which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors.

(b) Any final determination by the Architectural Control Committee or the Board of Directors to permit any improvement, alteration or change as described in this Article shall be subject to final approval of the Architectural Committee of the Master Association as set forth in Article IV of the Master Declaration.

(c) As a condition to the granting of approval of any request made under this Article, the Architectural Control Committee may require that the Owner requesting such change be liable for any cost of maintaining or repairing the approved project. If such condition is imposed, the Owner shall evidence his consent thereto by a written document in recordable form satisfactory to the Architectural Control Committee. Thereafter, the Owner, and any subsequent Owner of the Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree that any cost

BK 6932PG0862

The Greens at Lochmere Association

Declaration of Covenants, Conditions and Restrictions

of maintenance and repair of such improvement shall be a part of the annual assessment or charge set forth in Article IV, Section 1, and subject to the lien rights described in said Article IV.

SECTION 5. INITIAL CONSTRUCTION. This Article shall apply ONLY to those lots which have had a completed building constructed thereon, which has been approved by the Lochmere Association and which has been granted a Certificate of Occupancy by the Town of Cary.

ARTICLE VI - PARTY WALLS

This Article applies ONLY to Townhouse Lots.

SECTION 1. GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence, or willful acts or omissions shall apply thereto.

SECTION 2. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

SECTION 3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. WEATHERPROOFING. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and repairing all damages resulting from such exposure.

SECTION 5. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 6. ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII - EXTERIOR MAINTENANCE

This Article applies ONLY to Townhouse Lots.

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each dwelling on each Lot which is subject to assessments hereunder, as follows: Paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces or subsurface leakage into basement areas or crawl spaces. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

The Greens at Lochmere Association

Declaration of Covenants, Conditions and Restrictions

In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the Owner, his family, guests or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage insurance policies, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VIII - USE RESTRICTIONS

SECTION 1. LAND AND BUILDING USE. No Lot shall be used except for residential purposes or as detailed in Article VIII, Section 6. Residential purposes shall mean occupancy by a single family, which shall be defined as a group of individuals related by blood or marriage, or a group consisting of no more than two unrelated adults and children of the unrelated adults.

SECTION 2. NUISANCE. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

SECTION 3. ANIMALS. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and further provided that they are kept and maintained in compliance with (i) all laws and ordinances of the State of North Carolina, the Town of Cary and the County of Wake relating thereto; and (ii) such rules and regulations pertaining thereto as the Board of Directors may adopt from time to time.

SECTION 4. OUTSIDE ANTENNAS. No outside radio or television antennas shall be erected on any Lot or dwelling within the Properties unless and until permission for the same has been granted by the Board of Directors of the Association or its Architectural Control Committee and the Master Association.

SECTION 5. DWELLING SIZES. No dwelling erected on any Detached Lot having less than 2000 square feet in the case of a one story, or 2400 square feet in the case of a one and one-half, two or three story, of heated floor space shall be permitted to remain.

SECTION 6. BUSINESS USE. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing on a lot may conduct business activities upon the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from beyond the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, as may be determined in the sole discretion of the Board.

The terms business and trade, as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provisions of goods or services to persons other than the provider's family and for consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required therefor.

The Greens at Lochmere Association

Declaration of Covenants, Conditions and Restrictions

ARTICLE IX - EASEMENTS

SECTION 1. UTILITIES: Easements for installation and maintenance of utilities (including cable television service) and drainage facilities are reserved as indicated on the recorded plat. Within these easements no structures, planting or other material 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 drainage easements, or which may obstruct or retard the flow of water through drainage channels in the easements. An easement is hereby established for the benefit of the City of Cary and Wake County (and any other person or firm providing services to the Properties under agreement with or at the direction of the Association) over all Common Area as may be reasonably necessary for the setting, removal and reading of water meters, and the maintenance and replacement of water, sewer and drainage facilities and for the fighting of fires and collection of garbage. The Association shall have the power and authority to grant and establish upon, over and across the Common Area such additional easements as are necessary or desirable for the providing of service or utilities to the Common Area or Lots.

SECTION 2. ROOF OVERHANG. This Section applies ONLY to Townhouse Lots. There is hereby reserved across the Common Area adjacent to each Lot, at a distance of not more than five (5) feet from the side lot lines of each Lot, a perpetual right and easement for the purposes of permitting the roof of any dwelling constructed on a Lot to overhang the Common Area and to permit the discharge of water from the overhanging roof onto the Common Area.

SECTION 3. ENCROACHMENTS. This Section applies ONLY to Townhouse Lots. In the event that any improvements on a Lot shall encroach upon any Common Area or upon any other Lot for any reason not caused by the purposeful or negligent act of the Owner or agents of such Owner, then an easement appurtenant to such Lot shall exist for the continuance of such encroachment upon the Common Area or other Lot for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Area shall encroach upon any Lot, then an easement shall exist for the continuance of such encroachment of the Common Area into any such Lot for so long as such encroachment shall naturally exist.

ARTICLE X - RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS

SECTION 1. ENTITIES CONSTITUTING INSTITUTIONAL LENDERS. "Institutional Lender" as the term is used herein shall mean and refer to banks, savings and loan associations, insurance companies or other firms or entities customarily affording loans secured by first liens on residences.

SECTION 2. OBLIGATION OF ASSOCIATION TO INSTITUTIONAL LENDERS. So long as any Institutional Lender shall hold any first lien upon any Lot, or shall be the Owner of any Lot, such Institutional Lender shall have the following rights:

(a) To inspect the books and records of the Association during normal business hours and to be furnished with at least one (1) copy of the annual financial statement and report of the Association prepared by an independent accountant designated by the Board of Directors of the Association, such financial statement or report to be furnished by April 15 of each calendar year.

(b) To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Covenants, Conditions and Restrictions or the Articles of Incorporation or By-Laws of the Association or of any proposed abandonment or termination of the Association or the effectuation of any decision to terminate professional management of the Association and assume self management by the Association.

BK 6932PG 0865

The Greens at Lochmere Association

Declaration of Covenants, Conditions and Restrictions

- (c) To receive notice of any condemnation of the Common Areas or any portion thereof.
- (d) To receive notice of any substantial damage to the Common Area.
- (e) To have the right to approve of any alienation, release, transfer, hypothecation or other encumbrance of the Common Areas, other than those specific rights vested in the Association under Article II hereof.

SECTION 3. REQUIREMENTS OF INSTITUTIONAL LENDER. Whenever any Institutional Lender desires to avail itself of the provisions of this Article, it shall furnish written notice thereof to the Association by CERTIFIED MAIL at the address shown in the Articles of Incorporation identifying the Lot or Lots upon which any such Institutional Lender holds any first lien or identifying any Lot or Lots owned by such Institutional Lender and such notice shall designate the place to which notices, reports or information are to be given by the Association to such Institutional Lender.

ARTICLE XI - GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or 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 the Declaration, the Articles of Incorporation or Bylaws of the Association. Failure by the Association or 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. The Association shall have the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

SECTION 2. SEVERABILITY. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 3. 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 successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded.

SECTION 4. ANNEXATION.

(a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of Members.

(b) Additional land within the area described as follows: All of Tract C of the Greens and containing 10.812 acres and being a portion of Lochmere P.U.D. and as shown on a map thereof recorded in Map Book 1985, Page 680, Wake County Registry, and incorporated herein by reference, may be annexed by the Declarant without the consent of Members within eight (8) years of the date of this instrument.

ARTICLE XII - MASTER DECLARATION/ASSOCIATION FOR LOCHMERE

The Properties are a part of Lochmere, a planned community with a mix of housing types, and subject to the Lochmere Master Declaration. The Master Declaration provides, among other things, that:

BK 6932 PG 0866

The Greens at Lochmere Association

Declaration of Covenants, Conditions and Restrictions

1. Every owner of a Lot is a member of the Lochmere Master Association. This membership is in addition to the membership in the Association provided for in this Declaration for The Greens at Lochmere.

2. All Lots are subject to assessments and a lien for assessments in favor of the Master Association. This assessment and the lien are in addition to the assessment and lien provided for in this Declaration for The Greens at Lochmere.

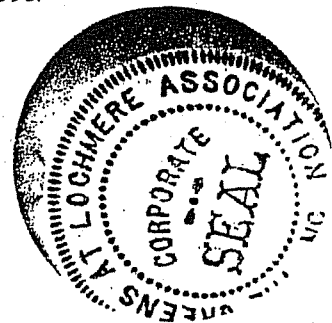
3. All site preparation, initial construction, erection or installation of any improvements, subsequent alteration or modification of any existing improvements, and construction, erection or installation of additional improvements are subject to the approval of the Architectural Committee of the Master Association. This approval is in addition to the approval required in Article V of this Declaration.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, as of February 12, 1996.

THE GREENS AT LOCHMERE ASSOCIATION
A North Carolina non-profit corporation

By: Peter Kurlak

Peter Kurlak, President



ATTEST:

BY: Wendy Luihn

Wendy Luihn, Secretary

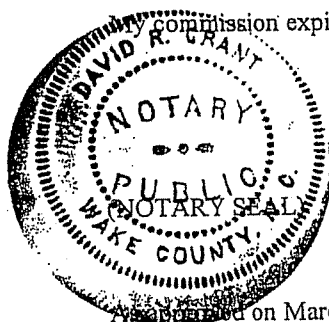
NORTH CAROLINA

ACKNOWLEDGEMENT

WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Wendy Luihn personally came before me this day and acknowledged that she is Secretary of The Greens at Lochmere Association, a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Peter Kurlak as its President, sealed with its corporate seal and attested by Wendy Luihn as its Secretary.

Witness my hand and official seal, this the twelfth day of February, 1996.



David R. Grant

David R. Grant, Notary Public

Notary Seal on March 27, 1995

BK 6932PG0870

(Recorder - Please docket the names of all of the undersigned owners in the GRANTOR INDEX.)

NORTH CAROLINA

Exhibit A

WAKE COUNTY

Attachment to Restated Declaration of Covenants, Conditions and Restrictions for the Greens at
Lochmere Association

WITNESS Karen Matthey SMH Properties, Inc.

SEAL:

By: James H. Holt President
Re: 126 Greensview Drive

WITNESS Karen Matthey SMH Properties, Inc.

SEAL:

By: James H. Holt President
Re: 208 Greensview Drive

WITNESS Karen Matthey SMH Properties, Inc.

SEAL:

By: James H. Holt President
Re: 210 Greensview Drive

WITNESS Karen Matthey SMH Properties, Inc.

SEAL:

By: James H. Holt President
Re: 212 Greensview Drive

WITNESS Karen Matthey SMH Properties, Inc.

SEAL:

By: James H. Holt President
Re: 213 Greensview Drive

TITLE GREENS ASS.

WITNESS Karen Matthey By: PRATTN SMH Properties, Inc.

SEAL:

By: James H. Holt President
Re: 114 Greensview Drive

PAGE # _____

Signature Acknowledgment Page for the Greens at Lochmere Association Restated
Declaration of Covenants, Conditions and Restrictions

BK 6932PG0871

EXHIBIT A

(Recorder - Please docket the names of all of
the undersigned owners in the GRANTOR
INDEX.)

NORTH CAROLINA

ACKNOWLEDGEMENT

WAKE COUNTY

Attachment to Restated Declaration of Covenants, Conditions and
Restrictions for the Greens at Lochmere Association

A. Bruce Lindquist
WITNESS

Katherine T. Lindquist (SEAL)

WITNESS

Re: 118 GREENSVIEW DRIVE

J. Bruce Lindquist
WITNESS

Randolph A. Smith (SEAL)

A. Bruce Lindquist
WITNESS

Pat Smith (SEAL)

Re: 116 GREENSVIEW DRIVE

A. Bruce Lindquist
WITNESS

Robert M. Wilkie (SEAL)

A. Bruce Lindquist
WITNESS

Robert D. Wilkie (SEAL)

Re: 200 GREENSVIEW DRIVE

A. Bruce Lindquist
Don Carlson
WITNESS

Don Carlson (SEAL)

A. Bruce Lindquist
WITNESS

Katherine Carlson (SEAL)

Re: 207 GREENSVIEW DRIVE

A. Bruce Lindquist
WITNESS

Pat Kirchner (SEAL)

A. Bruce Lindquist
WITNESS

Rebecca J. Kirchner (SEAL)

Re: 209 GREENSVIEW DRIVE

A. Bruce Lindquist
WITNESS

James S. [Signature] (SEAL)

WITNESS

(SEAL)

PAGE #

Re: 214 GREENSVIEW DRIVE

A. Bruce Lindquist
WITNESS

[Signature] (SEAL)

(SEAL)

WITNESS

Re: 120 GREENSVIEW DRIVE

A. Bruce Lindquist
WITNESS

David Hancock (SEAL)

A. Bruce Lindquist
WITNESS

[Signature] (SEAL)
Re: 206 GREENSVIEW DRIVE

A. Bruce Lindquist
WITNESS

[Signature] (SEAL)

WITNESS

[Signature] (SEAL)
Re: 124 GREENSVIEW DRIVE

A. Bruce Lindquist
WITNESS

Gary Stone (SEAL)

WITNESS

Gary Stone (SEAL)
Re: 122 GREENSVIEW DRIVE

A. Bruce Lindquist
WITNESS

Edward C. Hargrove (SEAL)

WITNESS

James B. Hargrove (SEAL)
Re: 112 GREENSVIEW DRIVE

A. Bruce Lindquist
WITNESS

Kathleen J. Lickler (SEAL)

WITNESS

Robert H. Lickler (SEAL)
Re: 205 GREENSVIEW DRIVE

WITNESS

(SEAL)

WITNESS

(SEAL)

Re: _____ GREENSVIEW DRIVE

PAGE # _____

BK 6932PG0873

EXHIBIT A

(Recorder - Please docket the names of all of the undersigned owners in the GRANTOR INDEX.)

NORTH CAROLINA

ACKNOWLEDGEMENT

WAKE COUNTY

Attachment to Restated Declaration of Covenants, Conditions and Restrictions for the Greens at Lochmere Association

Peter Kurlak
WITNESS

[Signature] (SEAL)

8/30/94

WITNESS

[Signature]
WITNESS

Re: 103 GREENSVIEW DRIVE

8/30/94

Peter Kurlak
WITNESS

[Signature] (SEAL)

Peter Kurlak
WITNESS

Re: 111 GREENSVIEW DRIVE

8/30/94

[Signature] (SEAL)

WITNESS

Peter Kurlak
WITNESS

Re: 107 GREENSVIEW DRIVE

9-25-94

[Signature] (SEAL)

WITNESS

Peter Kurlak
WITNESS

Re: 109 GREENSVIEW DRIVE

10-2-94

[Signature] (SEAL)

WITNESS

Peter Kurlak
WITNESS

Re: 105 GREENSVIEW DRIVE

[Signature] (SEAL)

WITNESS

Peter Kurlak
WITNESS

[Signature] (SEAL)

WITNESS

PAGE # _____

Re: 203 GREENSVIEW DRIVE

Signature Acknowledgement Page for the Greens at Lochmere Association

BK 6932 PG 0874

(Recorder - Please docket the names of all of the undersigned owners in the GRANTOR INDEX.)

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

Attachment to Restated Declaration of Covenants, Conditions and Restrictions for the Greens at
Lochmere Association

11-16-95

Peter Kurlak Howard E. Southland (SEAL)
WITNESS

Peter Kurlak Connie L. Southland (SEAL)
WITNESS

Re: 101 GREENSVIEW DRIVE

Peter Kurlak Len A. Kimmel 11/27/95 (SEAL)
WITNESS

Peter Kurlak Arlene Kimmel (SEAL)
WITNESS

Re: 202 GREENSVIEW DRIVE

Peter Kurlak [Signature] 11/28/95 (SEAL)
WITNESS

Peter Kurlak Karen Dean (SEAL)
WITNESS

Re: 211 GREENSVIEW DRIVE

WITNESS (SEAL)

WITNESS (SEAL)

Re: _____ GREENSVIEW DRIVE

WITNESS (SEAL)

WITNESS (SEAL)

Re: _____ GREENSVIEW DRIVE

PAGE # _____

WITNESS

WITNESS

WITNESS

WITNESS

WITNESS

WITNESS

WITNESS

WITNESS

WITNESS

WITNESS

WITNESS

WITNESS

WITNESS

WITNESS

PAGE # _____

Stephen H. East (SEAL)

Ais C. East (SEAL)

Re: 117 GREENSVIEW DRIVE

Cathy M. East (SEAL)

Mary D. East (SEAL)

Re: 119 GREENSVIEW DRIVE

Don Patrick (SEAL)

Joan Patrick (SEAL)

Re: 113 GREENSVIEW DRIVE

John Patrick (SEAL)

John Patrick (SEAL)

Re: 115 GREENSVIEW DRIVE

(SEAL)

(SEAL)

Re: _____ GREENSVIEW DRIVE

(SEAL)

(SEAL)

Re: _____ GREENSVIEW DRIVE

(SEAL)

(SEAL)

Re: _____ GREENSVIEW DRIVE

WITNESS

(SEAL)

WITNESS

(SEAL)

Re: 100 GREENSVIEW DRIVE

WITNESS

(SEAL)

WITNESS

(SEAL)

Re: 102 GREENSVIEW DRIVE

WITNESS

(SEAL)

WITNESS

(SEAL)

Re: 104 GREENSVIEW DRIVE

WITNESS

(SEAL)

WITNESS

(SEAL)

Re: 106 GREENSVIEW DRIVE

WITNESS

(SEAL)

WITNESS

(SEAL)

Re: 108 GREENSVIEW DRIVE

WITNESS

(SEAL)

WITNESS

(SEAL)

Re: 110 GREENSVIEW DRIVE

WITNESS

(SEAL)

WITNESS

(SEAL)

Re: _____ GREENSVIEW DRIVE

PAGE # _____

For Attachment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Greens at Lochmere Association.

Gus Ganotis
Gus Ganotis

STATE OF: New York

COUNTY OF: Onondaga

I, a Notary Public in and for said County and State aforesaid, do hereby certify that Gus Ganotis personally appeared before me this day and duly acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 24th day of November, 1995.

James G. Ganotis
Notary Public
James G. Ganotis
Onondaga County

My Commission expires: 6/30/96

(Notarial Seal)

JAMES G. GANOTIS
Notary Public in the State of New York
Qualified in Onondaga Co. No. 4675042
My Commission Expires June 30, 1996

JAMES G. GANOTIS
Notary Public in the State of New York
Qualified in Onondaga Co. No. 4675042
My Commission Expires June 30, 1996

BK 6932 PG 0878

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Karen Matheny, personally came before me this day and acknowledged that she is Secretary of **JMM Properties, Inc.**, a N.C. 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

Karen Matheny as its Secretary.

Witness my hand and official stamp or seal, this eleventh day of March, 1996.

My Commission Expires: 7/19/98 [Signature]
Notary Public



BK 6932 PG 0879

NORTH CAROLINA

ACKNOWLEDGMENT

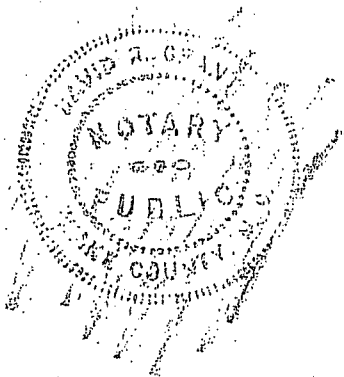
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Karen Matheny, personally came before me this day and acknowledged that she is Secretary of JMM Properties, Inc., a N.C. corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by the corporation, as a partner in **The Greens Associates**, a North Carolina General Partnership, by its President, sealed with its corporate seal and attested by Karen Matheny as its Secretary.

Witness my hand and official stamp or seal, this eleventh day of March, 1996.

My Commission Expires: 7/29/98

[Signature]
Notary Public



BK 6932 PG 0880

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, David R. Gray, a Notary Public of the County and State aforesaid, certify that Peter Kurlak personally came before me this day and, being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument:

Howard E. Southerland

G.G. Murphy

Connie S. Southerland

Stephen H. East

Lewis A. Kimmel

Arlene Kimmel

John R. Klein

Karen Klein

Robert J. Yelverton

Loomis Kurlak

Beverly Glover

Robert Nadeau

Robert J. Black, Jr.

James D. Cochran

Nancy D. Cochran

Thomas C. Mitchell

Laura S. Mitchell

Witness my hand and official stamp or seal, this eleventh day of MARCH, 1976

My Commission Expires: 7/19/88

David R. Gray
Notary Public

NORTH CAROLINA

BK 6932PG0882

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, David R. Grant, a Notary Public of the County and State aforesaid, certify that Stephen H. East personally came before me this day and, being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument:

James H. Clark, Jr.

Linda R. Clark

Etta ~~Clark~~ ADAMS

Don Patrick

Joane Patrick

Sal Patafio

Judith S. Patafio

Anthony Dell'Ollio

Mary Dell'Ollio

Witness my hand and official stamp or seal, this eleventh day of March, 1996.

My Commission Expires: 7/29/98

David R. Grant
Notary Public



BK 6932 PG 0881

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, David R. Grant, a Notary Public of the County and State aforesaid, certify that A. Bruce Lindquist personally came before me this day and, being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument:

<u>John H. Watts</u>	<u>Robert K. Wilkie</u>
<u>David Hancock</u>	<u>Robin G. Wilkie</u>

<u>Ann T. Hancock</u>	<u>R.M. Carlson</u>
<u>Allen J. Luihn</u>	<u>Katherine Carlson</u>

<u>Greg Stone</u>	<u>G.W. Kirchner</u>
<u>Janet Stone</u>	<u>Rebecca J. Kirchner</u>

<u>Edward A. Hargrove</u>	<u>James S. Luihn</u>
---------------------------	-----------------------

<u>Joyce B. Hargrove</u>	_____
<u>Kathleen J. Sickler</u>	_____

<u>Robert B. Sickler</u>	_____
<u>Katherine T. Lindquist</u>	_____

<u>Robert G. Smith</u>	_____
<u>Pat Smith</u>	_____

Witness my hand and official stamp or seal, this eleventh day of MARCH, 1976

My Commission Expires: 7/29/98

David R. Grant
Notary Public



BK6932PG0883

NORTH CAROLINA

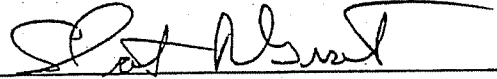
ACKNOWLEDGMENT

WAKE COUNTY

I, David R. Grant, a Notary Public of the County and State aforesaid, certify that **ROBERT J. YELVERTON** personally came before me this day and, being duly sworn, stated that in his presence that **PETER KURLAK** signed the foregoing instrument.

Witness my hand and official seal, this the eleventh day of March, 1996.

My Commission Expires 7/29/98.


Notary Public

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of

David R. Grant

James D. Goralis

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

Meta W. Harris
Asst./Deputy Register of Deeds