

*see "EXHIBIT A" for PIN numbers

FILED

Drawn by & MAIL TO: BOOK 1197 PAGE 567
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P. O. Box 30158, Raleigh, NC 27622-0158

28 DEC 1993, at 09:58:27AM
Book 1197, Page 567 - 574
Betty June Hayes,
Register of Deeds,
Orange County, N. C.

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

RESTRICTIVE COVENANTS
FOR
CATES FARM SUBDIVISION
PHASES 1 & 2

RHEIN-RALEIGH-CHARLOTTE LIMITED PARTNERSHIP, a North Carolina Limited Partnership (hereinafter "Declarant"), hereby declares that the Property described on Exhibit A attached hereto and made a part hereof, is and shall hereafter be held, transferred, sold and conveyed subject to the following restrictive covenants, which shall run with the Property, by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE. All Lots shall be used for residential purposes. 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 (2 1/2) stories in height, a private garage for not more than three (3) cars, and other out-buildings incidental to residential use of the Lot. Nothing herein shall be deemed to prohibit conversion of a Lot to a street.

2. DWELLING SIZE. The minimum heated square footage of a dwelling may not be less than 1600 square feet for a one-story dwelling and 1000 square feet on the first floor of a two-story dwelling.

3. BUILDING SETBACKS; HOUSE LOCATION. No dwelling shall be erected or maintained on any Lot outside of the building envelope shown on the recorded plat of the Property or as otherwise required or permitted by the zoning ordinance of the Town of Carrboro. For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, carports and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the zoning ordinance of the Town of Carrboro as it exists as of the date of issuance of a certificate of occupancy for such dwelling. Any dwelling erected on a Lot other than a corner lot shall face the street on which the Lot abuts. On corner lots, a dwelling may be erected so as to face the intersection of the two streets on which the Lot abuts.

4. FENCES. No fence or wall shall be erected on any Lot closer to any street than the front or side building setback line. Chain-link or other metal fencing is not permitted, except that 2"x4" mesh may be used with split-rail fencing to contain animals

within the yard. Any fence or wall installed within the subdivision must meet all requirements of the Carrboro Zoning Ordinance and must be approved as provided in Paragraph 18 of these Covenants. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or Lots, nor shall anything in this paragraph apply to any fence installed by the Declarant at any entrance to or along any street within the subdivision.

5. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.

6. PARKING; DRIVEWAYS AND PARKING PADS; ABANDONED VEHICLES. Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e., garage, driveway, carport or parking pad. No unenclosed parking shall be constructed or maintained on any Lot except a paved driveway and a paved parking pad for not more than two (2) vehicles. Any driveway or parking pad constructed upon any Lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers.

No mobile house trailer (whether on or off wheels), vehicle or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), commercial vehicle of any kind, or boat or boat trailer shall be parked on the street within the subdivision, nor shall any such vehicle be parked or kept on a Lot, except that such vehicle may be parked or kept on a Lot if it is parked or kept in such a manner that the vehicle cannot be seen from any street within the subdivision, the Private Open Space or any other Lot. No tractor trailer trucks or cabs shall be parked on any street or Lot within the subdivision.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot in such manner as to be seen from any other Lot, any street within the subdivision or the Private Open Space, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot.

7. 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.

8. NUISANCES; BUSINESS ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or

nuisance to the neighborhood. No business trade or activity may be conducted on any Lot unless permitted by the Carrboro Board of Adjustments.

9. SIGNS. Except as otherwise required by the Town of Carrboro, no sign of any kind shall be displayed to the public view on any Lot except signs used by Declarant to advertise Lots for sale during the construction and sales period, one sign of not more than six (6) square feet advertising the property for sale or rent, and signs of not more than six (6) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election.

10. ANTENNAS; SATELLITE DISHES OR DISCS. No radio or television transmission or reception towers, antennas, or discs shall be erected on a Lot other than a customary television or radio reception antenna, which shall not extend more than ten (10) feet above the top roof ridge of the house. In no event shall any satellite or other reception disc be permitted on any Lot (whether free-standing or on the roof of the house or any other structure), and in no event shall a free-standing transmission or receiving tower be permitted.

11. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the subdivision, except that small, inflatable wading pools shall be permitted.

12. MAILBOXES. No mailbox shall be placed or maintained on any Lot unless the same has been approved in accordance with the provisions of Paragraph 18 of these Covenants.

13. MAINTENANCE OF LOT; CONSTRUCTION. Each owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such Lot shall repair the damage and reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the owner may, at his option, either completely remove the damaged structure and landscape area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The owner of each

Lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his Lot.

14. CLOTHESLINES. No clothesline may be erected or maintained on any Lot.

15. GARBAGE; UNSIGHTLY STORAGE. All trash and rubbish shall be kept in garbage cans stored behind the house in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to approved enclosure the night of the scheduled pickup.

16. SEPTIC TANKS; WELLS. No septic tank shall be installed, used or maintained on any Lot. No well shall be installed, used or maintained on any Lot for human domestic water consumption, nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling, which mains furnish domestic water from sources beyond the boundaries of the Lot.

17. REMOVAL OF TREES. Except in the case of an emergency situation that does not permit any delay, no tree larger than 6" in diameter at a point measured 3' off the ground shall be removed from any Lot without the approval of the Board of Directors or its designated committee. The foregoing provision shall apply only to Lots which have been occupied pursuant to a certificate of occupancy issued by the Town of Carrboro.

18. ARCHITECTURAL CONTROL. No building, fence, wall, driveway, parking pad, mailbox, or other structure shall be commenced, erected, maintained, or altered upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior finishes and colors, 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 Declarant. If the Declarant fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, the plans and specifications shall be deemed to have been approved as submitted. Declarant may retain the services of a registered architect or engineer to review plans and specifications submitted pursuant to this Paragraph and shall have the right to charge a reasonable fee, not to exceed \$75.00, for receiving and processing

each application. Any approval of plans and specifications by the Declarant shall not constitute or be construed as an approval by the Declarant of the structural stability, design, or quality of any building or improvement, or further constitute or be construed as approval by any governmental entity or to be a substitute for approval by the appropriate governmental agency.

Declarant may, at any time, delegate the review and approval authority contained in this Paragraph 18 to one or more persons or firms, who need not be owners of property within the subdivision, by recording in the Orange County Registry an Assignment Of Declarant's Rights. Such authority may be further delegated by the person(s) or firm(s) so appointed, or their successors, by recording such additional Assignments as are necessary. Any use of the term "Declarant" in this Paragraph 18 shall be deemed to apply to Declarant and, when appropriate, to any person(s) or firm(s) to whom architectural review and approval authority has been delegated. Nothing herein shall be construed to permit interference with the development of the Lots by Declarant in accordance with its general plan of development.

19. EXTERIOR MAINTENANCE. The owner of each Lot shall maintain the grounds and improvements on his Lot, including, but not limited to, plantings, landscaping and lawns, at all times in a neat and attractive manner.

20. UTILITY AND DRAINAGE EASEMENTS. Easements for the installation, maintenance and repair of utilities and drainage facilities are reserved as shown on the recorded plat. Within such easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a Lot shall be maintained continuously by the owner of such Lot, except for any such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold Lot or Lots by the recording of appropriate instruments in the Orange County Registry, and such instruments shall not be construed to invalidate any of these covenants.

Declarant reserves an easement in and right at any time in the future to grant a ten (10) foot right-of-way over, under and along the rear line of each Lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities, including water, sanitary sewage service and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five (5) foot right-of-way over, under and along the side lines of each Lot for the aforementioned purposes.

21. SUBDIVISION OF LOTS. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded map or plat, except by and with the written consent of the Declarant.

22. UNINTENTIONAL VIOLATIONS. Declarant, or the person(s) or firms to whom the architectural review and approval authority has been delegated pursuant to Paragraph 18 of these Covenants, may, but shall not be obligated to, waive any violation of the designated and approved building setback lines on any Lot, provided that, no waiver may be granted for a violation in excess of 25% of the applicable requirements. No such waiver shall be effective unless the Lot and all structures thereon are in full compliance with the applicable provisions of the Carrboro Zoning Ordinance or a variance has been obtained for such violation. Waivers shall be effective upon recording of same in the Orange County Registry.

23. STREET LIGHTING. Declarant reserves the right to subject the Property to a contract with Duke Power Company for installation of street lighting, which requires a continuing monthly payment to Duke Power Company by each residential customer.

24. ENFORCEMENT. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein and enforcement shall be to either restrain violation and/or to recover damages resulting therefrom.

25. SEVERABILITY. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

26. TERM. These covenants shall run and bind the land and all owners thereof for a period of 25 years from the date these covenants are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These covenants may be amended during the first twenty-five year period by an instrument signed by the then-owners of not less than ninety percent (90%) of the Lots, and thereafter an instrument signed by then-owners of not less than seventy-five percent (75%) of the Lots.

27. CATES FARM HOMEOWNERS ASSOCIATION. The lots in this subdivision are part of a planned community known as CATES FARM. The owners of lots within the subdivision are members of the Cates Farm Homeowners Association, Inc., and are subject to and bound by the Declaration Of Covenants, Conditions And Restrictions For The Cates Farm Homeowners Association, Inc., to be recorded in the Orange County Registry, which Declaration provides additional restrictions on such lots.

28. DECLARANT. Nothing contained in these Covenants shall be construed to permit interference with the development of the Lots by Declarant so long as said development follows the general plan of development previously approved by the Town of Carrboro. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant.

IN WITNESS WHEREOF, Declarant caused this instrument to be executed as of the 22nd day of December, 1993.

RHEIN-RALEIGH-CHARLOTTE LIMITED PARTNERSHIP, (Seal)
a North Carolina Limited Partnership

By: ROBERT C. RHEIN INTERESTS, INC., GENERAL PARTNER (Corporate Seal)
a North Carolina corporation

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



ATTEST:

Richard W. Moore
Richard W. Moore
Assistant Secretary

STATE OF NORTH CAROLINA - COUNTY OF WAKE:

I, Tamela B. Gilmore, a Notary Public for Wake County, North Carolina, certify that RICHARD M. WESTMORELAND, JR., personally appeared before me this day and, being by me duly sworn, says and deposes that he is a Vice President of ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation and a General Partner of RHEIN-RALEIGH-CHARLOTTE LIMITED PARTNERSHIP, a North Carolina Limited Partnership, that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, that the said writing was signed and sealed by him and attested by Richard W. Moore as its Assistant Secretary in behalf of and as the act and deed of the corporation as General Partner of the partnership by authority duly given.

Witness my hand and official stamp and seal, this the 22nd day of December, 1993.

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

Tamela B. Gilmore
Notary Public
My commission expires: 2/17/97

EXHIBIT ACATES FARM, Phases 1 and 2

Lying and being in Chapel Hill Township, Orange County, North Carolina, and being more particularly described as follows:

BEING all of the real property shown on that certain plat entitled "SUBDIVISION PLAT, CATES FARM SUBDIVISION, Phases 1 and 2", prepared by Phillip Post & Associates, and recorded in Plat Book 70, Page 74, Orange County Registry, which property includes Lots 53-73, Phase 1, and Lots 22-29 and 46-52, Phase 2, of CATES FARM Subdivision, as shown on the aforementioned recorded plat, to which plat reference is hereby made for a more particular description of same.

9779-13-7791	Lot 29
9779-13-9527	Lot 53
9779-13-9591	Lot 54
9779-23-0451	Lot 55
9779-23-1355	Lot 56
9779-23-2415	Lot 57
9779-23-2574	Lot 58
9779-23-3623	Lot 59
9779-23-3755	Lot 60
9779-23-4786	Lot 61
9779-23-5658	Lot 62
9779-23-5555	Lot 63
9779-23-2250	Lot 64
9779-23-3277	Lot 65
9779-23-2399	Lot 66
9779-13-7423	Lot 67
9779-13-3304	Lot 68
9779-13-8276	Lot 69
9779-13-9169	Lot 70
9779-23-0158	Lot 71
9779-23-1044	Lot 72
9779-22-2928	Lot 73
9779-13-8851	Lot 28
9779-13-9828	Lot 27
9779-13-9986	Lot 26
9779-24-0036	Lot 25
9779-24-0155	Lot 24
9779-24-0255	Lot 23
9779-24-0365	Lot 22
9779-24-3211	Lot 46
9779-24-2183	Lot 47
9779-24-2052	Lot 48
9779-23-2912	Lot 49
9779-23-1890	Lot 50
9779-23-1731	Lot 51
9779-23-0652	Lot 52