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07-13-2018 10:23:00 AM

LYNNE JOHNSON  
REGISTER OF DEEDS  
BY: OLIVIA DOYLE

ASST

BK: RE 3414

PG: 3756-3777

Godfrey Box 90  
STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

**DECLARATION OF  
COVENANTS CONDITIONS AND RESTRICTIONS  
FOR LYNHAVEN CROSSING HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS is made and published this 12 day of July, 2018, by and between HUBBARD REALTY OF WINSTON-SALEM, INC., a North Carolina Corporation, having its principal place of business in Forsyth County, North Carolina (hereinafter called "Declarant"), ISENHOUR HOMES, LLC., a North Carolina Corporation, and any and all persons, firms or corporations hereafter acquiring any of the within described property.

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain real property (Lots 2-16, inclusive) shown and described on a plat entitled "Lynhaven Crossing (Phase 1)" in Plat Book 68, Page 59, Forsyth County Registry and Isenhour Homes, Inc. is the owner of Lot 1 shown and described on a plat entitled "Model Home Lot 1" Lynhaven Crossing in Plat Book 67, Page 196, Forsyth County Registry, and Declarant and Isenhour Homes, LLC are desirous of submitting Lot 1 to the operation and effect of these Covenants Conditions and Restrictions, both Platted properties hereinafter referred to as "Lynhaven Crossing" or the "Property", and

WHEREAS, Declarant intends to develop the Property as a high quality, residential subdivision; and

WHEREAS, the Declarant formed a homeowners association to enforce and maintain the high quality of Lynhaven Crossing and to maintain certain amenities, which may include, but Declarant is not required to provide, decorative street lighting, and such other common areas and

amenities that the Declarant or the homeowners association may provide for the general welfare and recreation of the Owners; and

WHEREAS, it is in the best interest of the Declarant, as well as to the benefit, interest and advantage of each and every current Owner or other Person hereafter acquiring any of the said Lots that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the same be established, fixed, set forth and declared to be covenants running with the land; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in the development, and to provide for the continued maintenance and operation of the common areas as may be provided herein;

NOW, THEREFORE, in consideration of the premises, the Declarant and Isenhour Homes, LLC agree with any and all persons, firms, corporations or other entities now owning or hereafter acquiring any of the Property, which is a part of Lynhaven Crossing, that the same shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments and liens (all hereinafter collectively referred to as "Restrictions") relating to the use and occupancy thereof, said Restrictions to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and which shall inure to the benefit of each Owner thereof. Every person or other party hereafter acquiring any of the Property made subject to this Declaration, by acceptance of a deed or contract for deed or other conveyance of any interest in or to Property, whether or not it shall be so expressed in any such deed, contract for deed or other conveyance, and regardless of whether the same shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take such property interest subject to this Declaration and to the terms and conditions hereof and shall be deemed to have consented to same.

## ARTICLE I

### Definitions

The following words when used in this Declaration or any supplemental declaration hereto (unless the context clearly prohibits such a meaning) shall have the following meaning:

Section 1. "Amenities" shall mean the facilities constructed, erected, installed or set aside on the Common Area for the use, benefit and enjoyment of the Members, which shall include a Constructed Wetland BMP and a Tree Save Area.

Section 2. "Association" shall mean and refer to the Lynhaven Crossing Homeowners Association, Inc., a nonprofit corporation organized and existing under the laws of the State of North Carolina, its successors and assigns.

Section 3. "Board of Directors" or "Board" shall mean those persons elected or appointed to act collectively as the directors of the Association.

Section 4. "By-laws" shall mean the By-laws of the Association as they now or hereafter exist.

Section 5. "Committee" shall mean and refer to the Architectural Committee as described in Article VI.

Section 6. "Common Area(s)" shall mean and refer to any and all real property subject to this Declaration which is defined and bounded by properly referenced and recorded plat(s) designated thereon as "Common Area(s)", "Open Space", "Common Open Space", or any area that is set aside for the general use of the Members. Common Area(s) shall include all real property and easement interests owned by the Association for the common use and enjoyment of all Members or designated classes of Members of the Association, which may include but is not limited to, entranceway, vehicular circle, decorative street lights, and entranceway signage. (It is understood that this list of possible amenities is only for descriptive purposes and the Declarant is not obligated to construct any of said amenities.)

Section 7. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions applicable to Lynhaven Crossing which shall be recorded in the Forsyth County Registry.

Section 8. "Declarant" shall mean and refer to Hubbard Realty of Winston-Salem, Inc., a North Carolina Corporation, its successors and assigns.

Section 9. "Declarant Control" shall mean the period of time from the recording of these Declarations until such time as the homeowners occupy 100% of the Lots.

Section 10. "Lot" or "Lots" shall mean and refer to any plot of land within Lynhaven Crossing whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single dwelling site as shown on a plat or plats for Lynhaven Crossing, or amendments thereto, recorded in the Forsyth County Registry. The Common Area is not a Lot.

Section 11. "Member" shall mean and refer to any person or other entity who holds membership in the Association.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any Lot in the development, excluding however, those parties having such interest merely as a security interest for the performance of an obligation.

Section 13. "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

Section 14. "Residence", "dwelling", or "building" shall mean and refer to any building or portion of a building situated on any Lot which is designated and intended for use and occupancy as a residence by a single family unit.

## ARTICLE II

### Properties Subject to This Declaration

The Property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Winston-Salem, Winston Township, Forsyth County, North Carolina, and is more particularly described as the Lynhaven Crossing subdivision as shown on the aforesaid plat.

## ARTICLE III

### Association Membership and Voting Rights

#### Section 1.     Membership

- a. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, subject to and bound by the Association's Articles of Incorporation, By-laws, rules and regulations. The foregoing is not intended to include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Ownership of record of such Lot shall be the sole qualification for membership. When any Lot is owned of record in tenancy by the entirety, joint tenancy, or tenancy in common or by some other legal form of multiple ownership, the membership (including the voting power arising there from) shall be exercised only as stipulated in Section 2 hereinbelow.
  
- b. During any period in which a Member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights and right to the use of the Common Areas or any other facilities which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a Member of any rules or regulations established by the Board of Directors, such Member's voting and use rights may be suspended by the Board of Directors after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board of Directors (or a committee thereof) after giving the Member ten (10) days prior written notice specifying each alleged violation and setting the time, place and date of the hearing. Determination of violation shall be made by a majority vote of the Board of Directors or a committee thereof.

- c. No membership fee shall be charged, nor shall Members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each Member's Lot as specified in the Declaration or as the Members of the Association may from time to time hereafter adopt.

Section 2. Voting and Voting Rights.

- a. The voting rights of the membership shall be appurtenant to the ownership of Lots. The ownership of each Lot by a person including Declarant shall entitle its Owner to one (1) vote.
- b. When two or more persons hold an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a Lot and in no event shall more than one (1) vote be cast with respect to any Lot, nor shall any fractional vote be cast.
- c. Any Member who is delinquent in the payment of any charges duly levied by the Association against a Lot owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors may impose, have been paid.
- d. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after eleven (11) months from the date of its execution or upon conveyance by the Member of his Lot. A corporate Member's vote shall be cast by the President of the Member Corporation or by any other officer or proxy appointed by the President or designated by the Board of Directors of such corporation, which designation must, if requested by the Association, be in writing.
- e. Voting on all matters except the election of directors shall be by voice vote or by show of hands unless a majority of the Members present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the Members, the solicitation of proxies for such elections may be conducted by mail.

**ARTICLE IV**

**Common Area Property Rights**

Section 1. Use of Common Area. Every Owner (by virtue of membership in the Association) shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title for every Lot, subject to the provisions of this Declaration, the Charter and the By-laws of the Association, and the encumbrances referred to in Section 3 hereof, and the following:

- a. The right of the Association to limit the use of the Common Areas to Owners, their families and guests.
- b. The right of the Association to suspend the voting and enjoyment rights of an Owner for any period during which any dues, charges, assessments (regular or special) against the Owner's Lot remain unpaid, or for any infraction of the Association's published rules and regulations.
- c. The right of the Association to mortgage, to dedicate or to transfer all or any part of the Common Areas to any public agency, authority, utility or other entity for such purposes and subject to such conditions as may be agreed to by the Members of this Association as applicable in accordance with the terms and provisions of this Declaration. No such mortgage, dedication or transfer shall be effective unless approved by Members entitled to cast two-thirds (2/3) of the votes agree to such dedication or transfer and signify their agreement by a signed and recorded, written document, provided that this paragraph shall not preclude the Association or Declarant from granting easements to public authorities or others for the installation and maintenance of electrical, television, cablevision, water and sewage utilities and drainage facilities upon, over, under and across the Common Area without the assent of the Membership when, in the sole opinion of the Board of Declarant, such easements do not interfere with the use and enjoyment of the Property or are necessary for the convenient use and enjoyment of the Property.
- d. The right of the Association to formulate, publish and enforce rules and regulations as provided in Article VI, and to formulate, publish and enforce rules and regulations governing the use and activities permitted on or around any areas designated as Common Area.
- e. The right of the Association or its representative to enter any Lot in the case of any emergency threatening such Lot or any other Lot for the purpose of remedying or abating the cause of such emergency. Such right of entry shall be immediate.

Section 2. Delegation of Use. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be exercised by members of the Owner's family, and an Owner may delegate his rights of enjoyment in the Common Areas to his or her tenants or contract purchasers who occupy the dwelling of the Owner within the Property.

Section 3. Title to the Common Area. The Declarant hereby covenants that it will convey fee simple title to the Common Area shown on the aforementioned recorded plat to the Association, free and clear of all encumbrances and liens, except utility, and drainage easements and easements to governmental authorities.

Section 4. Parking and Use Regulations for Boats, Trailers, etc. The Association may regulate the parking on the Common Areas. No boats, trailers, motor homes, recreational vehicles, or trucks shall be parked within the right-of-way of any public or private street in or adjacent to this development.

## ARTICLE V

### Covenants for Maintenance Assessments

Section 1. Annual Assessment for Maintenance Fund. For each Lot owned within Lynhaven Crossing, the Owner covenants and agrees, and each subsequent Owner of any such Lot covenants and agrees, that by acceptance of a deed therefore, whether or not it is so expressed in such deed, the Owner will pay to the Association the assessments and charges provided for in this Declaration, as follows:

- a. Annual Assessments or charges in the amount hereinafter set forth.
- b. Special assessments as approved by the Association to be established and collected as hereinafter provided. The annual assessment provided for herein for the Association shall be payable in advance on an annual basis by every Owner of each Lot, unless the Association decides by a majority vote to have the assessment payable monthly. The annual assessment shall be due on January 1 of each year except for the first year of ownership by an Owner. At the closing of the purchase of a Lot by an Owner (or Owner's Builder), the assessment shall begin to accrue and the Owner shall pay to the Association the Owner's pro rata share of the annual assessment for the remainder of the year.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to provide funds for such purposes and common expenses as are for the benefit of the Owners of the Lots within the areas overseen and administered by the Association, which purposes may include maintenance, replacement, repair, insurance, Constructed Wetland BMP, walls, fencing, and Common Areas, which shall specifically include the payment of electric bills for decorative street lighting whether or not such lighting is installed in the Common Area or along or in the public or private streets. Funds may also be used to provide other services to promote the health, safety and welfare of the residents of the community and in particular for the acquisition, improvement and maintenance of the properties, services and facilities related to the use and enjoyment of the Common Areas, including but not limited to the cost of repair, replacement and additions thereto; the cost of labor, equipment, materials, repairs, water; the payment of taxes assessed against all Common Areas; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide any service which is not readily available from any governmental authority; and such other needs as may arise. Any additional uses and purposes for assessments may be adopted by an amendment to this Declaration, as provided in Article X herein.

Section 3. Creation of the Lien and Personal Obligation of Assessment. In accordance with the terms and provisions hereof, and in order to secure payment at and after the due date, as each assessment becomes due, there shall arise a continuing lien and charge against each Lot, the amount of which shall include costs and reasonable attorneys' fees to the extent permissible by law. Each such assessment, together with such interest, cost and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 4. Exempt Property. The assessments, charges and liens created under this Article V shall not apply to the Common Areas, nor shall they apply to any Lot the title to which is vested either in any first mortgagee subsequent to foreclosure; provided, however, that upon the resale of such Lot by such first mortgagee, the assessment herein provided shall again commence and accrue and shall be fully applicable to such Lot upon the conveyance to any subsequent Owner. Any Lot which Declarant may hereafter designate for common use, either temporarily or permanently, as part of the Common Areas or otherwise, shall be exempt from the assessments and charges created herein. In addition, other than land and improvements devoted to dwelling use, all property dedicated to and accepted by a local public authority shall be exempt from the assessments, charges and liens created hereby.

Section 5. Annual Maintenance Assessments and Maximums.

- a. The annual maintenance assessment imposed by the Association shall be set each year by the Association as set forth herein.
- b. In establishing the annual assessment for any year, the Board of Directors shall consider all current costs and expenses of the Association, any accrued debts, and reserves for future needs.
- c. Notwithstanding anything in this Article V to the contrary, Declarant shall not be required to pay any dues or assessments, special or otherwise, for a period of five (5) years from the date of the closing of the sale of the first Lot in the subdivision to an Owner (or an Owner's Builder) other than the Declarant.

Section 6. Special Assessments.

In addition to the annual assessment imposed by the Association set forth above, the 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 capital improvement, for repairs or replacement of any capital improvement, for repairs or replacement of any improvement on the Common Area, including the maintenance, repair and replacement of the Constructed Wetland BMP. Provided that any such assessment shall have the consent of two-thirds (2/3's) of the votes of all Owners of Lots not owned by the Declarant, at a meeting duly called for this purpose, written notice of which shall be sent to all Members in accordance with the provisions of the By-Laws for special meetings of the Association. Any special assessment passed by the Members shall not apply to the Declarant.



Section 7. Date of Commencement of Annual Assessment Due Dates; Certificate of Payment.

- a. The annual assessments provided for herein for the Association shall be payable on January 1 of each year. The assessment shall begin to accrue as to a Lot at the time of closing and conveyances of a Lot to an Owner other than the Declarant. At least thirty (30) days before January 1 of each year, the Board of Directors shall establish the amount of the annual assessment imposed by the Association against each Lot and in the event the Board of Directors elects not to fix such assessment rate as herein provided, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed assessment rate shall be sent to every Owner by the Association.
- b. 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 (whether annual or special or imposed by the Association) on a specified Lot have been paid to date.

Section 8. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate and to the extent allowed by law. The Association or its agents or representatives, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot to which the assessment relates, and interest, costs and reasonable attorneys' fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of any of the Common Areas or abandonment of his or her Lot.

Section 9. Subordination of the Lien to Ad Valorem Taxes and Mortgages. The liens provided for herein on any Lot shall be subordinated to the lien of ad valorem taxes and subordinated to the lien of any first or second lien deed of trust (sometimes hereinafter called "mortgage" and the holder thereof being sometimes hereinafter referred to as a "mortgagee"). Sale or transfer of any Lot shall not affect any assessment lien; provided however, the sale or transfer of any Lot which is subject to any mortgage pursuant to a foreclosure thereof or under a power of sale or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessment, fees, fines, or other charges, as to payments which became due prior to such sale or transfer, but the Association shall have a lien upon the proceeds from the foreclosure sale, junior only to the said foreclosed mortgage. No foreclosure sale or transfer in lieu of foreclosure shall relieve such Lot from liability for any assessment, fees, fines, or other charges thereafter becoming due or from the lien thereof, except as provided in Section 4 of this Article V.

Section 10. Collection of Assessments. The Association shall promptly collect all assessments due from Owners pursuant to the terms and provisions hereof.

**ARTICLE VI**

## Architectural Control, Inspection and Use Restrictions

Declarant shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the Committee which, upon election by the Members, shall assume and be responsible for enforcement of these restrictions. References in this Article to "Committee" shall mean "Declarant" until the Committee is elected and references to "Declarant" shall mean "Committee" once it is appointed. The following architectural restrictions shall apply to each and every Lot now or hereafter subject to this Declaration.

### Section 1. Approval of Plans and Architectural Committee.

- a. No site preparation or initial construction, erection, or installation of any improvements, including, but not limited to, dwellings, outbuildings, landscaping, fences, walls, signs, antennas, mailboxes, post lamps, and other structures, shall be undertaken upon the Lots unless the plans and specifications therefore, showing the nature, kind, shape, height, materials, color and location of the proposed improvements on the Lot, including but not limited to, the house, decks, garage, driveway, parking areas, plants, shrubs, trees (including trees to be removed), and any other permanent structures or changes to be made to the Lot, shall have been submitted to the Committee and expressly approved by the Committee in writing. No subsequent alteration or modification which will result in an exterior, structural change to the dwelling, outbuilding or significant changes to the landscaping may be undertaken on any of the Lots without the prior review and express written approval of the Committee.
- b. In the event that the Committee fails to approve or disapprove the site or design of any proposed improvements within sixty (60) days after plans and specifications therefore have been submitted and received, approval will not be required, and the requirements of this Article will be deemed to have been fully met; provided, that the plans and specifications required to be submitted shall not be deemed to have been received by the Committee if they contain erroneous data or fail to present adequate information upon which the Committee can arrive at a decision.
- c. For purposes of Section 1, subparagraph (b) above, and for so long as the Declarant constitutes the Committee, the plans and specifications will not be deemed to have been "received" unless the Declarant acknowledges in writing such receipt or, in the alternative, the plans and specifications are sent by certified or registered mail to the Declarant, and a return receipt is received acknowledging the receipt thereof.
- d. The Committee shall have the right, at its election, to enter upon the Lots during site preparation or construction, erection or installation of improvements to inspect the work being undertaken and to determine that such work is being performed in conformity with the approved plans and

specifications and in a good and workmanlike manner, utilizing standard industry methods and good quality materials.

- e. The approval of any such plans, specifications or other items submitted to the Committee pursuant to this Article VI shall not impose any liability or responsibility on the Committee or the Association with respect to either the compliance or non-compliance of any such plans, specifications or other items (including any improvements or structures erected in accordance therewith) with applicable zoning ordinances, building codes or other governmental or quasi-governmental laws, ordinances, rule and regulations from defects in or arising from such plans, specifications or other items (including, without limitation, defects relating to engineering matters, structural and design matters and the quality or suitability of materials).
- f. For so long as Declarant owns a Lot in Lynhaven Crossing, or until such time as the Declarant notifies the Board of Directors in writing of its desire to have the Association elect the members of the Committee, the Declarant shall serve as the Committee, and shall exercise the authority to approve plans and other matters set forth in this Article. After Declarant divests itself of all Lots within the Property, or so notifies the Association, the Committee shall be elected by a majority of the votes of the Members, cast in person or by proxy, at a meeting duly called for this purpose.
- g. The exterior maintenance of the dwellings located on a Lot and other improvements constructed thereon, if any, shall be the duty and responsibility of the Owner of such Lot and shall not be the responsibility of the Association. If, however, in the opinion of the Board of Directors, any Owner fails to discharge his or her repair, maintenance or upkeep responsibilities in a reasonable and prudent manner to a standard that is harmonious with that of the other Lots in Lynhaven Crossing, the Board of Directors, at its discretion and following ten (10) days written notice to the Owner, may enter upon and make or cause to be made maintenance work or repairs as may be deemed reasonably required by the Board of Directors. The Association, or its agents, shall have an easement for the purpose of accomplishing the foregoing. The costs incurred by the Association in rendering such services, plus a charge of twenty percent (20%) of such costs, shall be added to and become a part of the assessments to which such Lot is subject.
- h. The Declarant shall be solely responsible for the initial installation of the landscaping of the Common Area. Once said landscaping is installed, the care and maintenance of the landscaping of the Common Area shall be a common expense and the responsibility of the Association.

Section 2. Rules and Regulations. The Board of Directors shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the Common Areas. Such rules and regulations, along with all policy resolutions and policy

actions taken by the Board of Directors shall be recorded in a Book of resolutions, which shall be maintained in a place convenient to the Owners and available to them for inspection during normal business hours.

Section 3. Use Restrictions.

a. All structures must be built to comply substantially with the plans and specifications as approved by the Committee, and before any house may be occupied it must be completely finished and a certificate of completion must have been issued by the local or state authority empowered to do so.

- b. All Lots shall be used for single-family residential use only. No building shall be erected, altered, placed or permitted to remain on any Lot, other than a detached, single family dwelling, not to exceed two (2) stories in height (exclusive of finished attic space) and a private garage for not more than three (3) automobiles which is contained within the single family dwelling. Any additional building or out buildings which an Owner wants to construct on a Lot must be approved in writing by the Committee.
- c. No building shall be built, erected or used on a Lot unless it contains living area of at least 2,000 square feet of floor space. The living area floor space herein referred to shall be exclusive of garages, porches, breezeways, terraces and basement areas. Said measurements are to be measured from the outside wall lines. With written approval of Declarant, a portion of the living space required to comply with the limitations of this paragraph may remain unfinished.
- d. No permanent structures shall be erected having exposed exterior walls of concrete blocks, and all driveways must be paved with either concrete or brick pavers.
- e. No Lot shall be used as a street or other type of access for any adjoining tracts of land which are not a part of the Property.
- f. All setback requirements shall be as required by applicable zoning unless otherwise designated on the recorded plat(s).
- g. No business, professional clinic or other trade or business activity shall be carried on or upon any Lot or in any building erected thereon except a Lot Owner may use one room of the residence as home office provided there is nothing visible from the outside of the residence to indicate a room is being used as an office; there are no business clients or members of the general public coming to the residence because of the business being conducted in the residence; and there is nothing being done in the residence which may be or become an annoyance or a nuisance to the neighborhood.

- h. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the Lots shall be used at any time as a residence, temporarily or permanently, nor shall any structure of any temporary character be used as a residence. This restriction shall not apply to construction trailers used during the construction of improvements on the Lot.
- i. No stable, barn, or out building shall be erected or allowed to remain on any Lot for domestic animals. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Lot, except standard household pets which may be kept thereon in reasonable number as pets (no more than 2) for the sole pleasure and purpose of the occupants but not for any commercial use or breeding purpose. Any standard household pets which are permitted by this paragraph shall be kept primarily within the residence and shall not be housed outside of the dwelling. No housing, cages, or enclosures shall be located on any Lot other than an "invisible fence" for purposes of housing or restraining such pets. No pets shall be permitted in or upon the Common Area unless restrained by a leash. The walking of any pets on street, Common Areas or Lots belonging to others for the purposes of allowing pets to relieve themselves of bodily wastes is prohibited and each pet owner is responsible for retrieving any excrement deposited by his or her pet in the event of unintentional depositing of such waste.
- j. No property in the subdivision shall be used for the sale of any items, including automobiles, nor shall inoperable automobiles, automobiles which are not used on a regular basis or other debris, trash or storage items be allowed to accumulate or to remain on any Lot of the subdivision.
- k. Declarant reserves an easement for, and the right at any time in the future to grant, rights-of-way for the installation and maintenance of public utilities across, on or under any Lot along the front, rear and side property lines, but such rights-of-way must be used so as to interfere as little as possible with the use of the Lot by its Owner. Further, there is reserved on behalf of Declarant and the standard utility companies for electricity, telephone, cable, natural gas, and any other standard utility company which has been approved by the Committee, an easement to enter upon the premises to maintain, repair, or modify existing or future underground facilities, and the Owners, or their successors in title to said Lots, shall in no way interfere with said facilities, or dig up, cut or tamper with said facilities except at their own peril and in violation of the rights of said utility companies. No public utility company or governmental entity or agency shall obtain any right in the easement reserved herein without an express written and recorded grant thereof by Declarant. In the event the Property subject to this Declaration is served by any underground public utility facilities, the service to structures erected thereon shall be connected to the underground facility at the pedestals provided for this purpose.

- i. No communications or television receiving dish, antenna or similar item may be erected or placed on any Lot or on any building on any Lot, except a satellite dish of less than one (1) meter in diameter. Before installing a satellite dish of less than one (1) meter in diameter, the Lot Owner must make a good faith effort to locate the dish in the rear yard area and screen the dish such that the dish is not visible from any Lot, the street or any Common Area. The screening for the dish must be approved by the Committee.
- m. Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected or placed on any Lot. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on a Lot (whether temporary or permanent) shall be screened to conceal same from the view of adjoining Lots, roads, street, or Common Areas. Plans for all screens, walls and enclosures must be approved by the Committee prior to construction.
- n. No leaves, trash, garbage or other similar debris shall be burned except as permitted by the appropriate governmental authority. No garbage, trash, construction debris or other unsightly or offensive materials shall be placed upon any portion of the Lot, except as is temporary and incidental to the bona fide improvement of any portion of the Lot.
- o. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for the purpose of construction on such Lot or for the purpose of staging materials for construction of improvements on other Lots if the Declarant designates the Lot as a staging area for such construction materials. In either event, such materials shall not be stored on the Lot for longer than the length of time reasonably necessary for completion of the improvement(s) in which same is to be used.
- p. No exposed above-ground tanks will be permitted for storage of fuel or water or any other substance.
- q. No owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots.
- r. No outside toilet facility may be constructed or maintained on any Lot except during construction of improvements on any Lot.
- s. Outside clotheslines and other such clothes-handling devices will not be permitted.
- t. Hanging and potted plants are permitted on the front porch or between garage doors. Artificial flowers/shrubs are subject to the approval of the Landscape

Committee. The aesthetics of such plants are at the discretion of the Landscape Committee.

- u. No house trailer, boat, boat trailer, camper, trailer, vessel, motorcycle or other recreational vehicle shall be permitted on any Lot unless such trailer, boat, camper, motorcycle or other vehicle is kept within the garage with the garage door closed and not visible from any adjoining Lot or Lots, streets and Common Areas. It is the intention of this restriction to prevent the parking of any vehicles in the parking area of the Lot other than the Owner's or the Owner's invitees' passenger automobiles and pickup trucks. No vehicle which contains any commercial printing or signs on the vehicle may be parked on a Lot unless it is either parked within a closed garage or is temporarily parked on the Lot by an invitee of the Owner. When not in use, garage doors must be kept closed.
- v. All motorized vehicles operating on any Lot, Common Area and streets of Lynhaven Crossing must have proper mufflers so as to eliminate noise which might be offensive to others. Minibikes and similar two, three, or four-wheeled vehicles are prohibited from being used or operated on or within the Property, unless the prior written consent of the Committee is first secured.
- w. No temporary structure or storage building shall be permitted on any Lot unless screened from view of adjoining Lots, streets and Common Areas; provided, however, temporary buildings and other structures shall be permitted during the construction period of the dwellings. No garage, outbuilding or other appurtenant structure shall be used for residential purposes, either temporary or permanently, except for a finished room or rooms which are a part of the attached garage, without the written consent of the Committee.
- x. Trees may be removed, when necessary, for the construction of driveways and dwellings or if located within six (6) feet of the foundation of the house or garage or swimming pool. All other trees over four (4) inches in diameter measured eighteen (18) inches from the surface of the ground shall be retained unless their existence creates a hazard to the Property.
- y. The use restrictions set forth in this Section 3 listing those items which may not be maintained on a Lot shall not apply to Lots during the period of construction of the dwelling unit upon the Lots. As soon as a dwelling unit has been completed on a Lot, these use restrictions shall immediately apply to the Lot.

Section 4. Hobbies and Activities. The pursuit of hobbies or other inherently dangerous or unsightly activities including, but without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions, and the shooting of firearms, fireworks or pyrotechnic devices of any type or size. Any such activities shall not be pursued or undertaken on any part of any Lot or the Common Areas without the consent of the Board of Directors.

Section 5. Nuisances and Unsightly Materials. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Lot. 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, covered 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. Each Owner shall maintain the improvements on the Lot in a neat and orderly manner. In the event any Owner of any Lot fails or refuses to maintain the improvements on the Lot in a neat and orderly manner or to keep the Lot from accumulating any of the foregoing unsightly items, weeds or underbrush, the Association may, at its option, ten (10) days after posting a notice thereon or mailing a notice to said Owner at his property address requesting Owner to comply with the requirements of this Section, enter and remove all such unsightly items and growth at said Owner's expense, and Owner shall be personally liable to the Association for the costs of removal, and the costs, until paid, and said costs shall be a permanent charge and lien upon such Lot enforceable to the same extent and collectible as provided for in Article V, entitled "Covenants for Maintenance Assessments". By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Association, its agent, assigns, or representatives. No such entry as provided in this Section shall be deemed a trespass. The provisions of this Section shall not apply to Lots upon which residences are under construction.

Section 6. Governmental Regulations. Each Owner shall observe all governmental building codes, health regulations, zoning restriction and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

Section 7. Other Prohibitions or Requirements.

- a. No vent or other pipes or appendages may extend from the front of any dwelling, unless screened from public view by a screening material or shrubbery approved by the Committee.
- b. Any exterior air-conditioning or heating equipment must be screened from public view by a screening material or shrubbery approved by the Committee.
- c. Downspouts and gutters must be so constructed so as not to promote the erosion of the soil of any Lot.
- d. Any outdoor lighting must be shielded so as to cast no direct light upon adjacent Lots.

## ARTICLE VII

### Easements



Section 1. Walks, Drives, Parking Areas and Utilities. All of the properties, including Lots and Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines, television antenna lines, and other public utilities as shall be established prior to subjecting the properties to this Declaration by the Declarant or its predecessors in title. The Association shall have the power and authority to grant and to establish in, over, upon, and across the Common Areas conveyed to it such further easements as are requisite for the convenient use and enjoyment of the properties.

Section 2. Utilities and Drainage. All utility lines of every type, including but not limited to water, electricity, natural gas, telephone, sewage and television cables, running from the main trunk line or service locations must be underground. The Developer reserves until itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, across, over and under the ground to erect, maintain, replace and use water, sewer, electric and telephone systems, wires, cable, and conduits for the purpose of bringing public services, including television cable service, to the Lots and Common Areas, said easement to be as shown on any recorded plats of the Property; provided further, that the Declarant or Association may cut, at its own expense, drainways fro surface water wherever and whenever such action is reasonable required in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, take or add any soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation or to maintain reasonable standards of health, safety and appearance.

Section 3. Emergency. There is hereby reserved without further assent or permit, a general easement over the private streets and Common Area to all policemen and security guards employed by Declarant or the Association, firemen, ambulance personnel and all similar law enforcement and emergency personnel to enter upon the Property, or any property or portion thereof which is now or hereafter made subject to this Declaration, in the performance of their respective duties.

## ARTICLE VIII

### Insurance

Section 1. Fidelity Insurance Coverage. As a part of the common administration expense of the Association, the Association may provide for fidelity coverage against dishonest acts on the part of the officers, directors, management, contractors, employees or volunteers responsible for handling funds belonging to or administered by the Association at the discretion of the Board of Directors. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount set by the Association. In connection with such coverage, an appropriate endorsement to the policy to cover any person or persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. If requested by an Owner or mortgagee, such policies shall additionally provide that the policies cannot be canceled by either the insured or the insurance company until after ten (10) days prior written notice to all who have requested such notice.

Section 2. Other Insurance. The Board of Directors may purchase and maintain in force as a common expense, liability insurance, debris removal insurance, plate glass or other glass insurance, fidelity bonds and other insurance or bonds that it deems necessary. The Board of Directors shall purchase and maintain workmen's compensation insurance to the extent that the same shall be required by law respecting employees of the Association.

## ARTICLE IX

### Rights of Institutional Lenders

Section 1. Amendments. The prior written approval of each institutional holder of a first deed of trust on Lots will be required for any material amendment to the Declaration or to the By-laws of the Association which affects the rights of such holders.

Section 2. Professional Management. As a part of the common administration expense of the Association, the Declarant reserves the right to select professional management of the Association for the period during which Declarant maintains voting control of the Association. Declarant is not required to engage professional management, but may if Declarant so desires. Following the transfer of voting control to the Owners pursuant to Article III, the Owners may vote either to engage professional management for the Association or to self manage the Association.

Section 3. Inspection and Notice. Upon written request, any institutional holder of a first lien on a Lot will be entitled to:

- a. inspect the books and records of the Association during normal business hours; and
- b. receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year; and
- c. written notice of all meetings of the Association and shall be permitted to designate a representative to attend all such meetings; and
- d. written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- e. written notice of any proposed action that requires the consent of a specified percentage of mortgage holders; and
- f. written notice of any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

Section 4. Condemnation or Default.

- a. If any Lot or portion thereof or the Common Area or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any mortgage on a Lot will be entitled to timely written notice of any such proceeding or proposed acquisition.
- b. The holder of a mortgage on any Lot shall be given prompt written notice of any default in the mortgagor's obligations hereunder which are not cured within thirty (30) days of said default, provided that the holder shall have given written notice to the Association that it is a holder as to the Lot of such mortgagor and shall have requested the notice of default as herein set forth.

## ARTICLE X

### General Provisions

Section 1. Duration. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective for thirty (30) years from the date of recording, at which time they shall be automatically extended for successive periods of ten (10) years each unless it is agreed by the vote of a majority in interest of the then Owners of the above-described Property to change, amend or revoke the restrictions in whole or in part. Every purchaser, owner or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article.

Section 2. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; or (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association of Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or (iv) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to the Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Declarant may unilaterally amend this Declaration for any other purpose so long as said amendment is not inconsistent with the common plan or scheme of development; provided, however, any such amendment shall not materially or adversely affect the substantive rights of any Lot Owner hereunder, nor shall it materially or adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least seventy percent (70%) of the Owners during the first thirty (30) year period and of at least sixty percent (60%) of the Owners thereafter, and with the consent of the Declarant, so long as Declarant is a Member of the Association.

Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefore, hereby agrees that the covenants and restrictions of this Declaration may be amended as provided in this Article.

**Section 3. Procedure for Certification and Recordation of Amendment.** Any instrument amending these covenants, conditions, and restrictions (other than a permitted unilateral amendment by the Declarant, or an amendment by the Board of Directors to correct an error or inconsistency in drafting, typing or reproduction) shall be delivered, following approval by the Owners, to the Board of Directors. Thereupon, the Board of Directors shall, within thirty (30) days after delivery, do the following:

- a. Reasonably assure itself that the amendment has been approved by the Owners of the required number of Lots as provided in Section 2 of this Article. (For this purpose, the Board may rely on its roster of Members and shall not be required to cause any title to any Lot to be examined);
- b. Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are executed.
- c. Immediately, and within the thirty (30) day period aforesaid, cause the amendment to be executed by the Association's officers in the same manner that deeds are executed, and recorded in the Forsyth County Registry.

All amendments shall be effective from the date of recordation in the Forsyth County Registry, unless a later effective date is specified therein. When any instrument purporting to amend the covenants, conditions and restrictions has been certified by the Board of Directors, recorded and indexed as provided by this Section, it shall be conclusively presumed that such instrument constitutes a valid amendment as to the Owners of all Lots in this development.

**Section 4. Enforcement.** If any person, firm or corporation shall violate or attempt to violate any of these Restrictions, it shall be lawful for the Association or for any other person, firm or corporation owning any property to bring an action against the violating party at law or in equity for any claim which these restrictions may create in such other Owner or interested party either to prevent said person, firm or corporation from so doing such acts or to recover damages incurred by the Association or such other Owner in such action. Any failure by the Association or any Owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these restrictions by judgment or court order shall neither affect any of the provisions not expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

**Section 5. Delegation and Assignability.** Declarant shall at all times and from time to time have the right to delegate any and all functions herein reserved to Declarant. Further,

notwithstanding any other provision contained herein to the contrary, Declarant shall have the right at all time and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to Common Areas; provided, however, that any transferee, grantee or assignee shall be deemed to have assumed the same, in the event of any such sale, transfer or conveyances, subject to the terms and conditions of this Declaration. Declarant shall not, however, be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Declarant's obligations under these covenants arising after such sale, transfer or conveyance.

Section 6. Conflicts. In the event of any irreconcilable conflict between the Declaration and the By-laws of the Association, the provisions of this declaration shall control. In the event of any irreconcilable conflict between this Declaration or the By-laws of the Association and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

Section 7. Headings and Binding Effect. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying the particular sections to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Declarant and all persons claiming by, through and or under Declarant.

Section 8. Unintentional Violation of Restrictions. In the event of any unintentional or minor violation of any of the foregoing restrictions as the same may apply to that particular Lot.

## ARTICLE XI

### Dissolution or Insolvency of the Association

In the event that the Association becomes insolvent or for any reason whatsoever loses the ownership of any of the private streets, if any, or Common Areas, the Owners of Lots having an interest in such Common Areas and private streets may, at their election as determined by majority vote of those affected, form a nonprofit corporation as provided in the Articles and By-laws of the Association and assign to it the duty and authority to assess on a per Lot basis all Lots having an interest in such Common Areas and private streets whereupon such corporation shall maintain such Common Areas and private street in the same manner that the Association is empowered to do by this instrument with the same right of lien for assessments provided for herein.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants, Conditions and Restrictions to be duly signed, the day and year first above written.

HUBBARD REALTY OF WINSTON-SALEM, INC.  
a North Carolina Corporation

By: *Brant H. Godfrey* (SEAL)  
Brant H. Godfrey Vice President

ISENHOUR HOMES, ~~INC.~~ LLC  
a North Carolina Corporation

By: *Bill Walter* (SEAL)  
Bill WALTER, President MANAGER

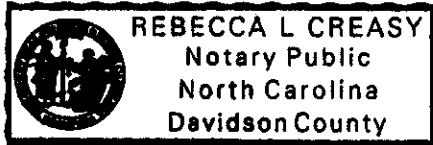
STATE OF NORTH CAROLINA )  
COUNTY OF FORSYTH )

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Brant H. Godfrey

Names(s) of principals(s)

Date: 7/12/18

*Rebecca L. Creasy*  
(Official signature of Notary)



(Official Seal)

Rebecca L. Creasy, Notary Public  
(Notary's printed or typed name)

My commission expires: 9/6/22

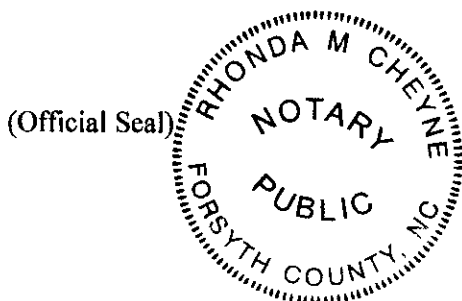
STATE OF NORTH CAROLINA )  
COUNTY OF FORSYTH )

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Bill Walter

Names(s) of principals(s)

Date: 7/12/18

*Rhonda M. Cheyne*  
(Official signature of Notary)



(Official Seal)

Rhonda M. Cheyne, Notary Public  
(Notary's printed or typed name)

My commission expires: 9/20/20