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GUILFORD CO, NC FEE \$32.00

PRESENTED & RECORDED:

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JEFF L. THIGPEN  
REGISTER OF DEEDS  
BY: ANDREW S ADKINS  
DEPUTY

**BK: R 6735**

**PG: 422-428**

Prepared and pick up by: J. Patrick Adams

*7/14*

NORTH CAROLINA  
GUILFORD COUNTY

**DECLARATION OF RESTRICTIONS FOR  
LYNWOOD LAKES, SECTION 9**

**STDM DEVELOPMENT, LLC (STDM)**, is the owner of the land described in Exhibit A attached hereto and incorporated herein by reference. Current anticipated use of the property is for single-family detached dwellings and common areas. The property described in Exhibit A, attached, is hereby subjected to this Declaration.

Each and every one of these covenants, conditions, reservations, and restrictions is for the benefit of each current and future owner of any part of the real property or interest therein to the extent subjected hereto, and shall bind the successors in interest being construed as running with the land.

**I. DEFINITIONS**

**1.1 Owner:** The record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation or leasing part of the Premises.

**1.2 Premises:** That real property described in Exhibit A and such additions thereto which may be subsequently annexed, if any, that is subject to this Declaration by the Declarant by Phase or Supplemental Declaration(s).

**1.3 Phase:** Any part of the Premises or other property designated by Declarant as a Phase and for which Phase or Supplemental Declaration is recorded subjecting the same to this Declaration as provided therein.

**1.4 Single Family Dwelling:** A detached dwelling structure on a lot containing only one residential unit.

**1.5 Lot:** Any numbered residential lot of the Premises shown upon the recorded subdivision plat and/or revised plat(s) or on plats showing phases or sections, if any, subjected to this Declaration.

**1.6 Declarant** shall mean and refer to STDM Development, LLC, its successor and/or specific assigns of one or more Declarant rights.

## II. PERMITTED AND PROHIBITED USES

**2.1 Use Of Lots:** No lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family residence and its customary accessory buildings and uses.

**2.2 Subdivision Of Lots:** No residence shall be erected on less than one lot. The property shall not be subdivided by anyone other than the Developer, except that two adjacent owners may subdivide a lot between them, but only one residence shall be built on the combined original lot and the subdivided portion of any lot.

**2.3 Dwelling Size:** No single-family dwelling shall be built, erected, altered or used unless it shall contain at least **1400** square feet of heated and finished floor space, to be measured from outside wall lines, for the main body of the structure, exclusive of porches, garages, terraces, and basements, if the structure is a one-story dwelling. A two-story dwelling shall contain at least **1600** square feet of floor space as measured above, with a minimum of **800** square feet on the first floor. A split foyer or split level dwelling shall contain at least **1600** square feet of floor space as measured above, with a minimum of **1300** square feet on the main level. A one and one-half (1½) story dwelling shall contain at least **1000** square feet of floor space on the first floor, with a total of 1500 square feet within the dwelling, as measured above.

**2.4 Setback Restrictions:** Structures shall be located on the lots in accordance with local zoning ordinance. However, no dwelling shall be set back more than thirty (30) feet beyond the front setback line as permitted by local ordinance.

**2.5 Garages:** No front entrance basement garages shall be permitted, and no bare block construction shall be permitted to show above the ground level of any house.

**2.6 Driveways:** All driveways shall be paved or concrete.

**2.7 Animals:** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and provided they are not permitted to become a nuisance to the neighborhood.

**2.8 Garbage and Refuse Disposal:** No lot shall be used or maintained as dumping ground for refuse or rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers for the storage of such material shall be kept in a clean and sanitary condition.

**2.9 Temporary Structures:** No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

**2.10 Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

**2.11 Soft Trail:** The Declarant will install a 'soft trail' composed of mulch 5 feet in width within the sanitary sewer and storm easement between Ventura Court and Manorwood Road for the length of Lots 4 and 5 in Lynwood Lakes and Lots 11 and 12 in Stonebrook Farm. The purpose of the soft trail is to provide connectivity between the two neighborhoods. The maintenance of the soft trail shall be in the discretion of the Homeowners Association in Stonebrook Farm and the maintenance of the soft trail in Lynwood Lakes Subdivision shall be a matter for the residents to determine.

**2.12 Signs:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or the developer to advertise the property during the construction and sales period.

**2.13 Nuisances:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**2.14 Parking:** The parking on the streets or driveways of trucks, tractor trailers, any commercial vehicles, boats, marine craft, trailers, campers, motor homes, motorcycles or any unregistered/unlicensed vehicles overnight is prohibited within the development. All such vehicles shall be parked inside enclosed garages. Only non-commercial automobiles, pickup trucks, or sport utility vehicles are permitted to be parked in the driveways overnight. Parking on yards is prohibited.

**2.15 Screening:** The erection of clothes lines is prohibited. Exterior garbage cans, the storage of boats, campers, and trailers in clear view of a public street shall not be permitted unless stored in a screened enclosure, either man-made or natural.

**2.16 Antennae:** One satellite dish per lot not to exceed thirty-six (36) inches in diameter may be installed on the rear or side walls at least fifteen (15) feet behind the front wall of the dwelling.

**2.17 Fencing:** No chain link or other restraining type fencing may be erected nearer the front property line than the front wall of the single-family dwelling thereon. In the case of a corner lot, no chain link or other restraining type of fencing may be erected nearer the side street than 20 feet. Privacy fencing may not be more than eight feet in height. All wood or vinyl

fencing shall have the most attractive side of the fencing on the exterior side of the fence. Chain link fencing is permitted in the rear yards but only if the fencing does not exceed four feet in height and is painted either black or dark green. However, an ornamental white picket fence not to exceed three (3) feet in height may be installed in front and side yards.

**2.18 Mailboxes:** The Developer shall approve a standard mailbox to be installed by all homebuyers at the homebuyers' expense.

**2.19 Streets:** All streets in this development have been constructed as public streets, meeting the standards of the North Carolina Department of Transportation (NCDOT) for subdivision streets. The developer has dedicated a right of way, as shown on the recorded map referred to above, having a width of at least fifty (50) feet. As of the date of the recording of this map, the streets have been inspected by the District Engineer of the NCDOT and certified as having been planned and constructed according to NCDOT standards, including those relating to grading, roadbed, paving and drainage.

The streets may be accepted by the NCDOT for addition to the State Highway System as State maintained roads upon petition by affected lot owners when a sufficient percentage of the lots individually owned and there are a sufficient number of occupied dwellings for each applicable segment of street. Reference is made to the regulations of the NCDOT for a more complete discussion of procedures regulating the admission of streets to the State system.

Following such a petition, the streets will be re-inspected by the NCDOT to insure that they continue to meet all State standards, including condition of rights-of-way and drainage ditches and swales.

Nothing, including but not limited to walls, fences, gates, timbers, trees or plants, shall be erected, placed or permitted to remain in any portion of the street right-of-way or related sight or drainage easements as shown on the recorded map of this development. No drainage ditch or swale shall be filled, tiled or altered in any way except in accordance with the standards of the NCDOT.

**2.20 Enforcement:** Enforcement shall be by proceedings at law or in equity any person violating or attempting to violate any covenant either to restrain violation or to recover damages.

**2.21 Developer's Right of Modification:** STDM Development, LLC has developed this subdivision pursuant to a general plan or scheme of development and do not intend to abandon this general plan. However, STDM Development, LLC reserves the right to cancel, modify, or change any of the above restrictions by the written consent of STDM Development, LLC which written consent shall be duly executed, acknowledged, and recorded in the Office of the Register of Deeds of Guilford County, North Carolina and which written consent may be given or withheld within the uncontrolled and sole discretion of STDM Development, LLC and STDM Development, LLC may deem best for the general plan or scheme of development.

**2.22** It is expressly understood that all subsequent purchasers of lots in the development, that all conveyances of a lot or lots in said development are made subject to the foregoing

covenants, conditions, and restrictions, and that they are for the protection and general welfare of the development and shall be covenants running with the land and binding upon all parties purchasing lots in said development and their heirs, successors, assigns, administrators or executors.

**2.23 Building Type:** 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 ½) stories in height. Each dwelling shall include a private, attached garage for not less than two (2) or more than three (3) automobiles (carports shall not be permitted). Any outbuilding shall be constructed as incidental to the residential use shall be with similar materials as the primary residence. No mobile, modular nor kit home shall be allowed on any Lot.

**2.24 Swimming Pools:** No above-ground swimming pool shall be permitted.

**2.25 Building Materials:** No external wall shall utilize asbestos, asphalt or shingles of similar substances, concrete blocks, cinder blocks, slag blocks or blocks of similar appearance. No foundation shall be constructed from cinder, slag or similar blocks; provided, however, that said blocks may be used as an inner wall if they shall be covered with brick or other approved building materials.

**2.26 Additional Provisions:** No captions or titles in this Declaration of Restrictive covenants shall be considered in the interpretation of any of the provisions hereof.

### III. STREETS, EASEMENTS AND RIGHTS OF WAY

**3.1 Easements Reserved:** Declarant reserves from all Lots easements for installation and service of utilities or drainage systems with full rights of ingress and egress for itself, its agents, utility companies, employees, and its successors and assigns over any part of a Lot for the purpose of installing and servicing the utilities, drainage and correction of problems for which the easements are reserved herein or of record. The Declarant reserves and retains the right to dedicate streets and/or access easements over any Lot owned by it for a subsequent Phase, individual dwelling, parcel or amenity in the further development of the Premises, including service to land which is not subjected to this Declaration, resulting from an unanticipated event or in the opinion of the Declarant such granting or dedication would be desirable in the further development of the Premises or the real property owned by Declarant.

The Declarant reserves and retains an easement for ingress, egress and regress over all dedicated streets, and private access ways until such time as the Premises are fully developed with dwellings and sold. Such access may be in connection with a parcel of land that is not being brought under the jurisdiction of this Declaration.

**3.2 Obstructions:** No fill, structures, including walls, fences, paving, or planting, shall be erected upon any part of the Premises, which will interfere with any easement for the construction, or maintenance of any utility or drainage system for the benefit of the Premises and or a Lot or with the rights of ingress and egress provided above. No grade changes that change the natural or developed grade of a Lot or uses of a Lot shall be made that creates an obstruction

or undesirable change in flow of drainage. The party creating such interference with the installation or servicing of a utility or drainage for the benefit of any part of the Premises, shall be solely responsible for the costs of circumventing or removing the interfering fill, structure, planting or other obstruction to alleviate the flow or easement obstruction.

#### **IV. DURATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS**

**Term:** The Covenants, Conditions, Restrictions, and Reservations herein set forth shall continue in full force and effect, as the same may be amended and supplemented, until terminated by written consent of 80% of the voting authority of the Members of the Association in accordance with the Planned Community Act, chapter 47F of the General Statutes of North Carolina, provided no amendment shall take away any right of the Declarant until full development and sale of all the property in the Premises has occurred without the written consent of the Declarant.

#### **V. ARCHITECTURAL CONTROL**

The Declarant reserves and retains the exclusive right to approve, modify or reject the plans for the initial construction of the improvements on all Lots within the Premises.

#### **VI. SPECIAL DECLARANT'S RIGHTS**

**9.1** Declarant reserves the right to annex additional land now owned or which may be acquired which adjoins or is in the general area of the land described in Exhibit A, which Declarant may own or acquire at a future date. Declarant further reserves the right to re-plat any and all Lots it owns and to use the same as re-platted for any use authorized by the governmental authorities having jurisdiction.

**9.2** Declarant reserves and retains the right to amend this Declaration in order to meet any requirement to make Lots eligible for loans which may be guaranteed or insured by the Department of Housing and Urban Development, Veterans Administration, Federal Housing Loan Mortgage Corporation, Federal National Mortgage Association or other governmental, lending or insuring agency or companies which may have regulations, policies or requirements in conflict with this Declaration. Such amendment(s) will be recorded by the Declarant and will not require the joinder of the Association or any Member.

**9.3** Until the initial sale of the last Lot owned by the Declarant in the Premises, any restrictions, covenants, reservations or conditions set forth herein may be extended, removed, modified or changed by securing the written consent of the Declarant, which written consent, if given, shall be duly executed, acknowledged and recorded in the Office of the Register of Deeds where the property affected lays, and which consent may be given or withheld within the uncontrolled discretion of the Declarant.

9.4 Any right reserved by the Declarant shall include its successors and specific assigns to which such rights, in part or in full, have been assigned and accepted by the assignee.

X. GENERAL

10.1 Conflicts. Planned Community Act: This Declaration is not intended to be in conflict with Chapter 47F of the General Statutes of North Carolina, as it may be amended, and if any of the terms and conditions hereof are not in compliance with such Act, then the Act shall control in such instances and this Declaration is expanded to incorporate matters set forth in the Act that are not covered hereby.

10.2 Enforcement: In addition to all other enforcement provisions and remedies at law or in equity, enforcement of this Declaration shall be an appropriate civil proceeding by an Owner or the Declarant against any person or persons violating or attempting to violate the terms of the Declaration, either to restrain violation or to recover damages, or both, and against the Lot owned by such persons to enforce any lien created by the Declaration. Failure to enforce any terms of this Declaration shall not be deemed a waiver of the right to do so thereafter.

10.3 Severability: Invalidation of any one of these covenants, conditions, reservations or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the duly authorized Manager of **STDM Development, LLC** has executed this instrument for and on behalf of his company.

**STDM DEVELOPMENT, LLC**

By *Bruce R. Hubbard*  
Title: *mgr*

NORTH CAROLINA – FORSYTH COUNTY

I, a Notary Public of the County and State aforesaid, certify that **Bruce R. Hubbard**, who being by me duly sworn says that he is the Manager of **STDM Development, LLC**, a North Carolina limited liability company, and that the foregoing instrument was voluntarily and duly executed by him for and on behalf of said limited liability company. WITNESS my hand and official stamp or seal, this 17 day of May, 2007.

My commission expires: 11-26-2007 *A. Miles*  
Printed Name: A. MILES, Notary Public

