

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS
OF
LYNN HAVEN, SECTION ONE
BOOK OF MAPS 1976, PAGE 144

THIS DECLARATION, made this 12 day of July, 1976, by
LYNN HAVEN, INC., a North Carolina corporation, hereinafter called
"Declarant";

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth below:

ARTICLE I

The real property which is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the Articles of this Declaration is located in the Swift Creek Township, Wake County, North Carolina, and is more particularly described as follows:

Being all lots in Section One, Lynn Haven, according to map recorded in Book of Maps 1976, Volume II, Page 144, Wake County Registry, prepared by McNeill Engineering, Raleigh, N. C. The owners of said lots or building units may vary the lines of said lots, but except as might be otherwise provided herein, shall not resubdivide the lots in such manner that the number of lots within the subdivision will be increased.

ARTICLE II

The real property described in Article I hereof is subjected to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper set-backs from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

mail
JOHNSON, GAMBLE
AND SHEARON
ATTORNEYS AT LAW
P. O. BOX 1777
RALEIGH, NORTH CAROLINA

ARTICLE III

LAND USE AND BUILDING TYPE. No lot 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 dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

ARTICLE IV

BUILDING LOCATION. No building shall be erected, placed or altered on any premises in said development until the building plans, specifications, and plot showing the location of such buildings, have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by an architectural committee (the Architectural Committee) composed of three persons designated and appointed by Declarant or its assigns. In the event said committee fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE V

DWELLING SIZE. No dwelling shall be permitted on any building unit which dwelling has a ground floor area of the main structure, exclusive of basement, porches, garages and storage areas, of less than 1600 square feet for a one-story dwelling nor of less than 1200 square feet on the ground floor of a one and one-half story dwelling; provided that dwellings of one and one-half stories shall have at least 250 square feet of finished living area on the second floor, which shall be of materials and workmanship equal to those on the ground floor. Two-story dwellings shall have a minimum of 1000 square feet on the first floor and 750 square feet of finished living area on the second floor. Split-level houses shall have a minimum floor area of 1200 square feet, exclusive of basement or unfinished area if the basement level contains additional floor area of at least 250 square feet of living area finished as to workmanship and materials comparable to the remaining level or levels. The Architectural Committee may approve a 10% variance after a review of plans and plot plan, provided request for variance is submitted in writing.

ARTICLE VI

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 60 feet, provided, however, that on a corner lot, a dwelling may be located not nearer than 30 feet to one street if same is at least 60 feet from the other street. No building shall be located nearer than 15 feet to an interior lot line, except that a 5 foot side yard shall be permitted for a garage or other permitted accessory building located 100 feet or more from the minimum building setback line. For the purpose of this covenant, eaves and steps shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Declarant reserves the right to waive minor violations of the setback and side line requirements set forth in this paragraph. (Violations not in excess of 10% of the minimum requirements shall be deemed minor.)

ARTICLE VII

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 5 feet on each side line unless shown in excess of such distances on recorded plat, in which case the plat shall control. Within these easements, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE VIII

NUISANCES. 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 signs or billboards shall be erected or maintained on the premises. No trade materials or inventories may be stored or regularly parked or kept on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot. No boats, campers, trucks, abandoned cars, mobile homes or trailers shall be placed or permitted to remain on a street or in front of any dwelling constructed on the property.

ARTICLE IX

TEMPORARY STRUCTURES. No trailer, tent, shack, barn, or other outbuilding, except a private garage for not more than two cars, shall be erected or placed on any lot covered by the covenants. Except with the prior written consent of the Architectural Committee, no detached garage shall at any time be used for human habitation temporarily or permanently.

ARTICLE X

ANIMALS. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

ARTICLE XI

PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles.

ARTICLE XII

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE XIII

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

ARTICLE XIV

SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed in its corporate name by its President, attested by its Secretary and its corporate seal to be hereunto affixed, by order of its Board of Directors duly given, all as of the day and year first above written.

LYNN HAVEN, INC.

By: Lacy W. Buffaloe
Lacy W. Buffaloe
President

ATTEST:

Carolyn P. Buffaloe
Carolyn P. Buffaloe, Secretary

STATE OF NORTH CAROLINA
COUNTY OF WAKE

This is to certify that on the 3rd day of August 1976, before me personally came Lacy W. Buffaloe + Carolyn P. Buffaloe (president, or secretary), with whom I am personally acquainted, who, being by me duly sworn, says that Lacy W. Buffaloe is the President and Carolyn P. Buffaloe is the Secretary of LYNN HAVEN, INC., the corporation described in and which executed the foregoing instrument; that (s)he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said President, and that the said President and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation. I Witness my hand and official seal this the 3rd day of August, 1976.

James P. Harrington
Notary Public

My Commission Expires: 9-25-80

NORTH CAROLINA—WAKE COUNTY
The foregoing certificate _____ of James P. Harrington

Notary(ies) Public is
(are) certified to be correct. This instrument was presented for registration and recorded in this
office in Book 2423 Page 657
This 5 day of August, 1976 at 11:30 o'clock A. M.
R. B. MCKENZIE, JR., Register of Deeds

By James B. Johnson
DEPUTY REGISTER OF DEEDS