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 WAYNE COUNTY, NC  
 CONSTANCE B. CORAM REGISTER OF DEEDS  
 BK **3828** PG **758-765**

Return: Jason M. Blackburn

**DECLARATION OF ANNEXATION AND  
 RESTRICTIVE AND PROTECTIVE COVENANTS  
 FOR  
 FYNLOCH CHASE SUBDIVISION, SECTION TWO**

This Declaration of Annexation and Restrictive and Protective Covenants is made on this the 21<sup>st</sup> day of June, 2023 by J & N DEVELOPERS, LLC, a North Carolina Limited Liability Company (hereinafter also referred to as "Declarant") being the owners and developers of FYNLOCH CHASE SECTION TWO.

THAT WHEREAS, J & N DEVELOPERS, LLC is the owner of all the property as shown on a map entitled "Revision of FYNLOCH CHASE SECTION TWO" recorded in the Wayne County Registry in Plat Cabinet P, Slide 85-G; and

WHEREAS, J & N DEVELOPERS, LLC desires to annex the above referenced property in accordance with Article II, Section 2 of that certain Declaration of Covenants, Conditions, and Restrictions for FYNLOCH CHASE SUBDIVISION SECTION TWO AND ANY FUTURE SECTIONS OF FYNLOCH CHASE SUBDIVISION, as recorded in Deed Book 3775, Page 445 of the Wayne County Registry; and

WHEREAS, that certain Declaration of Covenants, Conditions, and Restrictions for FYNLOCH CHASE SUBDIVISION SECTION TWO AND ANY FUTURE SECTIONS OF FYNLOCH CHASE SUBDIVISION, as recorded in Deed Book 3775, Page 445 of the Wayne County Registry shall also be binding on the above described property along with any covenants, conditions or restrictions contained herein; and

WHEREAS, this instrument shall constitute a Declaration of Annexation such that the above described property and each lot and lot owner of any property in FYNLOCH CHASE SECTION TWO shall be subject to the rules, regulations and covenants empowering and creating the FYNLOCH CHASE HOMEOWNERS ASSOCIATION, INC. as set forth in that certain Declaration of Covenants, Conditions, and Restrictions for FYNLOCH CHASE SUBDIVISION SECTION TWO AND ANY FUTURE SECTIONS OF FYNLOCH CHASE SUBDIVISION, as recorded in Deed Book 3775, Page 445 of the Wayne County Registry, incorporated herein by reference as if fully described herein; and

NOW THEREFORE, in consideration of the promises, mutual benefits and duties herein contained, the Declarant hereby declares that the above referenced property shall be developed according to a general plan for the improvement and development of said property and does hereby establish the covenants, conditions, reservations and restrictions upon which, and subject to which, all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. These covenants, conditions, reservations, restrictions and easements are hereinafter set out and shall run with the land and shall bind and inure to the benefit of the purchasers, their prospective heirs, personal representatives, successors and assigns as set forth herein. The covenants, conditions, reservations and restrictions are as follows:

**1. LAND USE AND BUILDING TYPE:** No lot shall be used for anything except for single-family 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 no more than three cars and customary outbuildings. No trailer, mobile home or other similar type dwelling shall be permitted or maintained on any lot for use as a residence or any other purpose.

**2. DWELLING QUALITY AND SIZE:** Neither cinderblock or asbestos shingle siding structures, nor mobile homes, or modular type homes shall be erected or permitted on any lot located in this subdivision. The heated square footage of the main structure of any dwelling located on these lots, exclusive of open porches and garages, shall not be less than 1,000 square feet for a single story and 1,100 square feet for a two-story structure. Architectural design and building plans must be submitted by use of Schedule A, attached hereto and incorporated herein by reference and approved by the Architectural Committee before beginning construction.

**3. ARCHITECTURAL COMMITTEE:** J&N DEVELOPERS, LLC shall be the only member of the Architectural Committee until such time as FYNLOCH CHASE SUBDIVISION SECTION TWO AND ANY FUTURE SECTIONS are fully developed. At that time, the Board of Directors of the Fynloch Chase Homeowners Association, Inc. shall appoint a Committee of three persons to serve as the Architectural Committee.

**4. NATIVE GROWTH:** The native growth of such premises shall not be permitted to be destroyed or removed except as approved in writing by the Architectural Committee designated herein. In the event such growth is removed, except as stated above, the lot owner shall within a reasonable time replant or replace the same, the cost thereof to be borne by the lot owner. Approval is not necessary for the initial strip clearing of the home site, including a distance of twenty feet from the outside walls of the house.

**5. BUILDING LOCATIONS SHALL BE AS FOLLOWS:**

A. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. Provided, however, the Declarant may waive any minor violation of said set back requirements. A minor violation is defined as any encroachment which does not exceed ten percent (10%) of the minimum set back required.

B. For the purposes of these covenants, eaves, steps, carports and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or any easement shown on the subdivision map.

**6. LOT AREA AND WIDTH:** No lot shall be subdivided unless it is for the purpose of enlarging the lots of adjoining lot owners where a vacant lot lies between them.

**7. FENCE RESTRICTION:** All fences must be approved by the Architectural Committee prior to installation after submission by lot owner of a plot plan regarding proposed fence. All fences must be installed by a professional fence company or if installed by someone other than a professional fence company the finished fence must be approved by the Architectural Committee. Should the Architectural Committee, in its sole discretion require changes to the fence, the lot owner shall have ten (10) days to comply with those requirements or the Architectural Committee may hire a professional fence company to meet those requirements and the cost shall be assessed to the lot owner. However, all fences must connect to the dwelling located on the property and must be located no closer than six (6) feet to the front corners of the dwelling. Furthermore, after installation, all fences shall be maintained in a good aesthetically pleasing condition by the lot owner.

**8. DRIVEWAYS:** All driveways must be constructed of concrete. Furthermore, any basketball goals must be housed on the driveway of the property and shall not be allowed to be placed in the streets of the subdivision.

**9. NUISANCE:** No noxious or offensive activity shall be carried on upon a lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All lots must be kept neat and manicured. The Fynloch Chase Homeowners Association, Inc. reserves the right to assess a fine of \$25.00 per day to any property owner who after written notice from the Fynloch Chase Homeowners Association, Inc. of the need to maintain their lot, which may include but is not limited to the need to mow their lawn, clear refuse from their property or correct any violation of the restrictive covenants contained herein. Specifically, there will be no inoperable (junk) cars allowed on any lot in FYNLOCH CHASE SUBDIVISION SECTION TWO. There will be no cars on blocks allowed on any lot, unless said cars are within an enclosed

garage on the lot. All cars stored on any lot in FYNLOCH CHASE SUBDIVISION SECTION TWO must be stored either in the driveway or garage and must be registered with an appropriate state vehicular authority and no cars shall be allowed to park in the Subdivision streets or any common area of FYNLOCH CHASE SUBDIVISION SECTION TWO. Furthermore, any area lights or flood lights installed on any lot in the subdivision shall be installed so as to prevent the creation of a nuisance for neighboring lot owners. No colored light bulbs will be allowed on any lot in FYNLOCH CHASE SUBDIVISION SECTION TWO other than holiday decorations and any holiday decorations must be taken down within two (2) weeks of the holiday.

**10. COMMENCEMENT OF CONSTRUCTION:** Each purchaser of any lot within FYNLOCH CHASE SUBDIVISION SECTION TWO must begin construction upon each lot within eighteen (18) months following closing. The developer, in its sole discretion, may extend the above time period for an additional six (6) months upon buyer showing just cause for the extension of time. Prior to construction, purchasers must maintain their lots in a suitable manner including but not limited to regular grass cutting.

**11. MAINTENANCE/REFUSE DISPOSAL:** No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any Lot, and no refuse pile or unsightly objects shall be placed on any lot.

The owner of each lot, at the Owner's sole cost and expense, shall maintain their property, including improvements thereof, in a safe, clean and attractive condition at all times, including but not limited to the following:

- (a) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the disposal of such material shall be kept in a clean and sanitary condition. All trash containers shall be concealed by fence or shrubbery; and
- (b) Lawn Maintenance on a regular basis, including rights of way.

In the event that a property owner does not properly maintain their lot then, the Association may, Forty-Eight (48) hours after reasonable notice to the property owner in writing, either hand delivered or posted on property owner's front door, maintain the lawn and assess the costs to the property owner for non-compliance, said costs shall be a lien against the property until paid. Any costs related to the enforcement of these covenants, including the costs of filing a lien against the property shall be taxed to the property owner who is deemed in violation of these covenants. In addition to this provision, the Fynloch Chase Homeowners Association, Inc. may assess a fine of \$25.00 per day for failure to maintain the lawn after written notice to the property owner until the lawn is properly maintained.

**12. TEMPORARY STRUCTURES:** No structure of a temporary character, car trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Furthermore, no more than one car trailer, garage, barn or other outbuilding is allowed per lot. Any outbuilding less than or equal to 250 square feet must be constructed using wood and must be approved by the Architectural Committee. Any outbuilding or garage larger than 250 square feet must be built to match the residence on the lot it is placed (i.e. same materials and same general appearance) and must be approved by the Architectural Committee. Under no circumstances will a metal building or metal carport be allowed on any lot.

**13. SWIMMING POOLS:** Both above-ground and in-ground swimming pools shall be allowed in FYNLOCH CHASE SUBDIVISION SECTION TWO. The materials and construction of any deck, platform or steps for the improvement of any above-ground pool must be approved by the Architectural Committee. Lot owners shall be required to keep pools in good repair and the Association may in its discretion require repairs or removal of a pool which is not in good repair. A lot owner shall be required to comply with any repair or removal request within ten (10) days and the Association may assess a fine of \$25.00 per day to the lot owner for non-compliance and may seek enforcement of these covenants through an appropriate legal proceeding with any costs related to the enforcement of these covenants being taxed to the property owner who is deemed in violation of these covenants.

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

**15. CLOTHESLINES AND SATELLITE DISHES:** No clotheslines of any kind shall be erected on any lot in FYNLOCH CHASE SUBDIVISION SECTION TWO. No satellite dish of more than Twenty-Four (24) inches in diameter shall be placed on any lot and no exterior antennae of any kind shall be placed on any lot in FYNLOCH CHASE SUBDIVISION SECTION TWO.

**16. TRASH CANS AND COLLECTION:** Any trashcan used for collection by a waste collection service may be placed at the curb only on the day of pickup or the night before pickup and must be removed from the curb on the day of pickup. All trashcans, whether used for collection by a waste collection service or for personal use must be stored behind the residence and must not be visible from the street.

**17. ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that cats, dogs or other household pets

may be kept provided that they are not kept, bred or maintained for any commercial purpose. All outdoor pets shall be contained in structures or kennels/runs that have been approved by the Architectural Committee. No animal will be chained or tethered. A small doghouse is permissible if located with concern for adjoining property owners. Furthermore, no property owner may own more than three dogs, cats or other household pets and no property owner shall allow their dogs, cats or other household pets to create a nuisance for other homeowners. The Fynloch Chase Homeowners Association, Inc. in its sole discretion shall determine if a property owner's dogs, cats or other household pets are creating a nuisance and may assess a fine of \$25.00 for each day a property owner allows their dogs, cats or other household pets to remain on their property after written notice from the Fynloch Chase Homeowners Association, Inc. that their dogs, cats or other household pets are creating a nuisance.

**18. WATER SUPPLY:** No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Wayne County Health Department. Approval of such system as installed shall be obtained from such authority.

**19. SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Wayne County Health Department. Approval of such system as installed shall be obtained from such authority.

**20. UNDERGROUND UTILITIES:** All electrical service, telephone lines and other utility lines shall be placed underground unless the Architectural Committee waives this restriction. The developer reserves the right to subject the real property in this subdivision to a contract with Duke Energy Progress, Inc. for the installation of street lighting, which requires a continuing monthly payment to Duke Energy Progress, Inc. by each residential customer.

**21. HOMEOWNERS ASSOCIATION:** All purchasers of lots in FYNLOCH CHASE SUBDIVISION SECTION TWO, and by the acceptance of deeds conveying such lots do, for themselves, their heirs, successors and assigns, agree to become members of the Fynloch Chase Homeowners Association, Inc. organized or to be organized for the purposes set out in the Articles of Incorporation and Bylaws thereof and the Declaration of Covenants, Conditions and Restrictions for FYNLOCH CHASE SUBDIVISION SECTION TWO. It shall be the responsibility of the Fynloch Chase Homeowners Association, Inc. to maintain the streets, common areas and entrance signs of FYNLOCH CHASE SUBDIVISION SECTION

TWO. The organization of such Association shall be at the sole discretion of Owner and Developer.

**22. COMMON AREA:** During the Development Period as described in the Declaration of Covenants, Conditions and Restrictions for FYNLOCH CHASE SUBDIVISION SECTION TWO which may be found duly recorded in the Wayne County Registry, Developer or Owner in their sole discretion, may release any lot from the lien of these Restrictive and Protective Covenants and convey such lot to the Homeowners Association to be used as Common Area. Any Common Area in FYNLOCH CHASE SUBDIVISION SECTION TWO shall be maintained and governed by the Fynloch Chase Homeowners Association, Inc. and the Fynloch Chase Homeowners Association, Inc. may establish a separate committee comprised of lot owners to establish rules used to maintain and govern said Common Area.

**23. 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 thirty (30) 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 owners of the lots has been recorded agreeing to change said covenants in whole or in part.

**24. ENFORCEMENT:** Enforcement shall be by proceeding at law or in equity or as specifically described herein, against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

**26. COMMERCIAL PURPOSES:** No lot shall be used for any commercial purposes, except a professional person may use a part of the home for an office.

**27. WILDLIFE REFUGE:** FYNLOCH CHASE SUBDIVISION SECTION TWO shall be declared a wildlife refuge. No hunting shall be allowed on any property within the subdivision.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by its duly authorized officers and its seal hereto affixed, as of the day and year first set forth above.

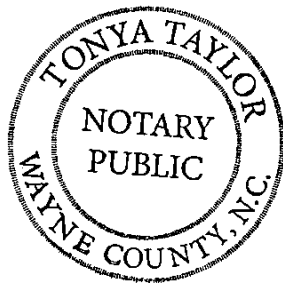
**J&N Developers, LLC, a  
North Carolina Limited Liability Company**

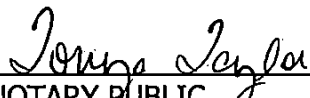
By:   
Stacy G. Johnson, President of  
Johnson Construction Company, Inc.,  
Member/Manager of J&N Developers, LLC,  
a North Carolina Limited Liability Company

North Carolina  
Wayne County

I, Tonya Taylor, a Notary Public for said County and State, do hereby certify that Stacy G. Johnson personally came before me this day and acknowledged that he is President of Johnson Construction Company, Inc., Member/Manager of J&N Developers, LLC, a North Carolina Limited Liability Company and further acknowledged the due execution of the foregoing instrument on behalf of the Limited Liability Company.

Witness my hand and seal, this the 21<sup>st</sup> day of June,  
2023.



  
NOTARY PUBLIC  
Tonya Taylor  
Printed Name of Notary  
My Commission Expires: 3/1/2024