

NORTH CAROLINA
WARREN COUNTY

BOOK 415 PAGE 261

SPINNAKER POINTE RESTRICTIONS

WHEREAS, on March 14, 1985 restrictions for Spinnaker Pointe Subdivision were recorded in the office of the Register of Deeds, Warren County, North Carolina in Book 410, Page 270;

AND WHEREAS, the Developer and sole owner of the property subject to the aforesaid restrictions was Nelson & Harris, Inc.;

AND WHEREAS, none of the property subject to the aforesaid restrictive covenants has been sold and Nelson & Harris, Inc. is still the sole owner of all of the property subject to the aforesaid restrictive covenants;

AND WHEREAS, Nelson & Harris, Inc. wishes to make several changes in the aforesaid Spinnaker Pointe Restrictions.

NOW, THEREFORE, pursuant to Section 1 under the General Provisions of the Spinnaker Pointe Restrictions recorded at Book 410, page 270, Warren County Public Registry, Nelson & Harris, Inc. hereby repeals said restrictive covenants in their entirety and hereby declares that the following restrictions and covenants shall apply to the property:

ADDITIONAL LANDS MAY BECOME SUBJECT TO THIS DECLARATION

The Developer, its successors and assigns, at any time prior to January 1, 1995, shall have the right to bring additional lands into the scheme of this Declaration. Developer has the right to purchase additional tracts of land to be accessed through the road system of Spinnaker Pointe Subdivision. In the event such lands are added to the road system in Spinnaker Pointe, the new lots shall bear proportionally in the maintenance expense of the access road to the new section. The additions authorized under this Section and the succeeding Articles shall be made by filing of record a Supplementary Declaration of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain complementary additions and modifications of the covenants and restrictions contained in the Declaration as may be necessary to reflect the different character of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing property.

PROPERTY SUBJECT TO RESTRICTIONS

The following restrictions and covenants shall apply to those certain lots, tracts or parcels of real estate known as SPINNAKER POINTE SUBDIVISION as shown on a map dated February 12, 1985 as made from a survey by E. Eugene Bobbitt, III, and recorded in plat book 19, page 41 of the Warren County Registry.

BUILDING AND USE LIMITATION

These restrictions and covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 2, 2005, at which time said restrictions and covenants shall be automatically extended for successive periods of ten years; unless by the written consent of the then owners of more than 80% of the lots covered by these restrictions, it is agreed to change said restrictions in whole or in part.

1. All lots in the property shall be used for residential purposes only. No buildings shall be erected, altered, placed or permitted to remain on any lot other than (a) conventional homes or mobile homes as herein described; (b) one story accessory out building; (c) recreational vehicles as restricted and identified in Number 5.
2. A mobile home must be at least 60 x 12 or 56 x 14 in new or like new condition. All mobile homes, new or used, must have wood or simulated wood siding with an "A" roof design with conventional shingles. New or used mobile homes that do not have "A" roofs shingled and are not wood or simulated wood clad, can be used providing that the owner installs wood or simulated wood siding with a shingled "A" roof on the unit by January 1, 1992. This work must be done in a workman like manner so as the finished appearance will closely resemble a unit manufactured with these specifications originally. In the case of a used mobile home, it must be approved by the Developer or by the Architectural Committee. Doublewides, modular homes and regular conventional built homes will be 600 square foot minimum. In the case of a doublewide it also must have wood or simulated wood siding and a shingled "A" roof. During the seven year period where Recreational Vehicles may be used in the subdivision, mobile homes with metal siding in new or like-new condition may be used. By January 1, 1992 these units will have to be removed or improved to meet the wood or simulated wood siding and "A" shingle roof requirements. If a metal mobile home is used, it must be underpinned using the same requirements as the other mobile homes.
3. All mobile homes must be underpinned within 90 days of installation with either bricks or blocks that have been parged and stuccoed. Also, as an alternative, exterior grade plywood siding 1/2" or better applied on 16" centers and stained may be used until January 1, 1992. At that time, the underpinning must be brick or blocks that have been parged and stuccoed. The Developer or its assigns has the right to enlarge upon the approved materials for underpinning as long as such enlargement is of similar quality and appearance to the above approved methods.
4. No metal out buildings are to be allowed. If an out building is desired, it must be located within 50 feet of the dwelling and must be constructed of stick built materials with "A" roofs and shingles. The size of the out building cannot be any larger than twenty percent (20%) of the size of the main dwelling not to exceed 400 square feet. Any decks attached to mobiles in the Spinnaker Pointe Subdivision must be constructed with new materials with framing members sixteen inches on center and two inch treated wood decking.
5. Recreational vehicle use on Spinnaker Pointe Lots: (a) Recreational vehicles can be used on any lot in Spinnaker Pointe until January 1, 1992; (b) the term recreational vehicles specifically excluded tents, popup type campers, converted buses

or trucks or any other van or vehicle not specifically produced commercially as a recreational vehicle; (c) recreational vehicles must be at least twenty (20) feet in length. All recreational vehicles must be either new or in like new condition. All recreational vehicles must be approved by the Developer or the Architectural Committee before being left on a lot; (d) all waste water must be piped to the septic tank; (e) there will be no storage under recreational units unless they are underpinned; (f) any above ground patio or deck (attached or detached) must be of new treated wood with a minimum of: 4 x 6 support post, 2 x 6 floor joist 16 inches on center, and two inch decking. No temporary platforms or decks of any material are to be used. Approval in writing must be obtained from the Developer or its assigns prior to construction of any deck; (g) lots with recreational vehicles on them may have storage buildings that comply with the guidelines as set forth in paragraph 4. In such event, the restriction will be modified to permit up to thirty percent (30%) of the size of the recreational vehicle as the determining factor for the minimum size of the storage building; (h) no permanent or temporary room additions are to be allowed on any recreational vehicle; (i) in the event a recreational vehicle owner desires to temporarily underpin his unit, the recreational vehicle owner may use exterior grade plywood siding 1/2" or better applied on 16" centers and stained. In no event during the period until January 1, 1992 shall the recreational vehicle be used as a permanent residence.

6. The Developer reserves the right to approve all pier or boat house locations on waterfront lots. Such approval to be made determining the effect of the pier or boathouse on adjacent lots as well as flow or boat traffic to the marina area for the offshore lots.

7. There could be no abandoned automobiles, trucks or nonfunctioning vehicles left on any lots in the subdivision.

8. No metal fencing may be used to enclose a lot or any portion of a lot. Split rail or decorative wood fencing may be used.

9. No building shall be located on a lot nearer than thirty feet to the road front property lines, or ten feet to the side property lines, or thirty feet to the rear of the property line for offshore lots.

10. No structure of a temporary character, tent, shack, garage, barn or other out building shall be used on any lot, at any time, as a residence, either temporarily or permanently.

11. No building shall be erected, placed or altered on any premises in said development until the building plans have been approved by the Developer or Architectural Committee of Spinnaker Pointe Homeowners Association. Failure to approve or disapprove such plans within thirty (30) days after such plans have been submitted such approval will not be required and this covenant

will be deemed to have been fully complied with.

12. All building materials used in the exterior construction of any conventional built structure shall be new materials, native stone or cleaned old brick.

13. Cinder or concrete block, asphalt shingles, or tar paper shall be prohibited as a major exterior building material; provided, however, asphalt roofing shingles may be used for a roof.

14. No lot shall be used or maintained as a dumping ground for rubbish.

15. The collection or accumulation of trash, garbage, or rubbish, must be immediately removed from the premises, and all property shall be kept in an orderly and sanitary condition at all times. Trash receptacles are to be stored so that they are not visible from the roads.

16. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

17. No animals or fowl shall be raised, bred, or kept on any lot; provided, however, dogs, cats, or any other household pets may be kept upon condition that they are not kept, bred or maintained for any commercial purpose.

18. No lot or group of lots may be re-subdivided as to produce a greater number of lots.

19. The entire exterior of all residential buildings must be completed within one year after starting, or owner must get written approval of delays from the Developer or its assigns. All cinder block foundations or basements must be parged or stuccoed prior to painting in such a fashion as to hide the joints in the block work.

20. No billboards, signboards, (except one suitable "for sale of site by owner" sign not exceeding 600 square inches in size) or unsightly objects of any kind shall be maintained on any lot. The Developer may erect FOR SALE signs on unsold lots or improved property to be sold for individuals at their request.

21. All owners of lots in the Spinnaker Pointe Subdivision shall become members of the property owners association to be known as Spinnaker Pointe Property Owners Association. The record owner or owners of each lot will have one membership and one vote, and the Association will have the power to levy reasonable annual assessments for the purpose of maintaining the roads in Spinnaker Pointe Subdivision as well as the dedicated common areas and facilities in the manner and the form hereinafter provided in Article 5 of the Covenant for Road Maintenance and Common Area Assessments. The Developer will not

be subject to dues on unsold lots.

22. All telephone, electric and other utility lines and connections between the main utility lines serving the premises in any dwelling or recreational vehicle must be located and concealed underground so as not to be visible.

23. Exterior lights should be done in such a fashion as to protect your neighbor's privacy. No automatic overhead security lights are to be allowed on any lot including lights supplied by the Power Company.

24. The assigned boat slip is a part of the lot and can not be separated and sold separately.

25. The use of the boat slip cannot be transferred, rented, or assigned to a non-property owner of Spinnaker Pointe.

26. A lot or lots may be made subject by the Developer to further covenants, conditions and restrictions, as set forth in the deed to a purchaser, relating to the location of a building on a lot and as to the use of a lot in conjunction with adjacent property of Virginia Electric and Power Company including that area inundated by Lake Gaston immediately in front of a lot.

EASEMENTS

The following portions of the property described as Spinnaker Pointe Lots shall be subject to the following easement or right-of-way.

1. A strip or parcel of land ten feet in width extending along the entire road front property line of each lot in Spinnaker Pointe shall be subject to a perpetual easement and right of way for construction, alteration, repairs and maintenance of public utility lines.

2. Each lot shall be subject to an easement five feet in width extending in length along the entire side lines running away from the road front property line of a lot for construction, alteration, repair and maintenance of public utility lines; however, that where more than one lot is used as a single building lot, said easement shall apply to the side lines of the lot used as a building site.

3. A strip or parcel of land not exceeding eight feet in width extending in length along the entire road front property line of each lot shall be subject to a right of way for cleaning and maintaining of ditches and maintaining of road edges and shoulders in connection with the maintenance of the road running along the road front property line of said lot.

4. All lots shall be subject to an easement or right of way for the natural drainage and flow of water in their present

conditions; provided, however, that an owner of a lot may change the drainage or flow so long as he does not cause the same to be thrown on an adjacent lot.

COVENANT FOR ROAD MAINTENANCE AND COMMON AREA ASSESSMENTS

Each lot owner, when deeded a lot in Spinnaker Pointe Subdivision, automatically becomes a member of Spinnaker Pointe Homeowners Association, Inc. Said Association will have the power to levy responsible assessments for the purpose of maintaining the roads, utilities, and common recreational areas in said subdivision and paying the association administrative costs. Further, the association agrees to accept title to the aforesaid road and central water system should the Developer tender same. The Association shall be operated using the following guidelines:

1. Assessments shall be on a per lot basis.
2. Waterfront lots shall pay 80% of assessment, since association will not be responsible for boat dock maintenance for the waterfront lots.
3. A vote may be cast in person or by proxy.
4. The Association shall have no authority to enter into any contract for expenditure in excess of those fees then collected.
5. The Association shall annually elect from its membership a President, Secretary, and Treasurer who shall represent said Association in collecting said assessments and who shall administer said funds subject to the direction of the membership. Also elected will be an Architectural Committee of three members. Their duties are to commence when 80% of the lots in said subdivision have been sold or at such time the Developer elects to pass the responsibility of architectural control on to this committee.
6. Action shall be taken by said Association by not less than 50% of those lots present in person or by proxy and participating in any meeting.
7. An annual meeting shall be held on the second Saturday of July in the Spinnaker Pointe Subdivision at a place designated in writing thirty (30) days before the meeting, and such other matters as may come before said meeting.
8. Annual assessments shall be due on July 15th of each year.
9. Unless said Association has on hand at least \$8,000.00 on its annual meeting date, the annual assessment shall be set at

not less than \$75.00 per lot.

10. A quorum at any meeting shall consist of 20% of the lots represented in person or by proxy.

11. These guidelines, except as to the amount of assessments, the purposes for which assessments may be used, and the prohibition against contracting for experience of funds in excess of those collected, may be changed, altered or amended by the written consent of the owners of not less than 75% of the lots within Spinnaker Pointe, and said change shall be effective upon the recordation in the Warren County Registry of a statement or declaration of said changes signed by said owners of lots in Spinnaker Pointe.

GENERAL PROVISIONS

Section 1. Right to Change by Unanimous Consent.

Notwithstanding any other provision of the Declaration, by unanimous consent of all then record owners in Spinnaker Pointe evidenced by an agreement executed by all of said then record owners recorded in the Warren County Registry, these covenants and restrictions may be changed, repealed or modified at any time, except those right of way easements of any public utility companies and any body or agency maintaining the roads in said subdivision may be changed only with consent of said company, companies, body or agency.

Section 2. Enforcement

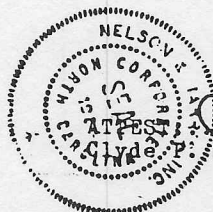
Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person, firm or corporation violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages. Failure of the Developer, its successors or assigns, to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

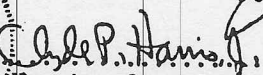
Section 3. Severability

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

Nelson & Harris, Inc.

By: 
John T. Nelson, President




Clyde P. Harris, Jr., Secretary

NORTH CAROLINA
HALIFAX COUNTY

I, Blair M. James, A Notary Public, in and for said County and State, do hereby certify that Clyde E. Harris, Jr. personally appeared before me this day and acknowledged that he/she is Secretary of Nelson & Harris, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was executed in its name by its President, sealed with its corporate seal, and attested by himself/herself as its Secretary.



Witness, my hand and Notarial Seal, this 31st day of May, 1985.

Blair M. James
Notary Public

My Commission expires:

8-25-88

NORTH CAROLINA
WARREN COUNTY

The foregoing certificate of Blair M. James, a Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this Office in Book-----, page-----, this 16 day of July, 1985, at 2:30 clock P.

J. H. Hurdley
Register of Deeds of Warren County

By: Bonnie Johnston, Deputy