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VANCE COUNTY, N.C.
CYNTHIA S. ABBOTT
REGISTER OF DEEDS

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PREPARED BY AND RETURN TO: MICHAEL W. RODGERS, DECILIS & TURRENTINE, PLLC, 946-Y WEST ANDREWS AVENUE, HENDERSON, NC 27536

NORTH CAROLINA Declaration of Restrictive Covenants for "Spinnaker Pointe II"
VANCE COUNTY

THESE RESTRICTIVE COVENANTS, made and executed this 20th day of April, 2009, by CHARLES GREEN FULLER as Trustee of the Charles Green Fuller Revocable Trust Dated the 6th Day of November, 2006, hereinafter referred to as "Owner."

RECITALS:

WHEREAS, the Owner is the fee simple owner of certain real property located in Middleburg Township, Vance County, North Carolina, and more particularly described as follows:

Lots "D," "E," "F," and "G" as shown of plat of Charles G. Fuller lots made by Charles E. Thompson, Jr. and recorded in Plat Book "X" page 422, Vance County Register of Deeds Office, reference to said recorded plat being hereby made for further description and certainty of location.

And

WHEREAS, the Owner desires to provide for the orderly development of the residential community thereon and to subject the property to the restrictions hereinafter set forth for the benefit of the property and each owner of a portion thereof.

NOW, THEREFORE, the owner hereby declares the property is and shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions, and restrictions hereinafter set forth, such covenants, conditions and restrictions shall run with, bind, and burden the property for and during the time period hereinafter specified.

1. The property shall be used for single-family residential purposes only. No lot shall be subdivided without written consent of the Owner.
2. Permitted and Prohibited Improvements
 - a. No dwelling, building, structure outbuilding, or other permitted improvements shall be constructed on any lot except by conventional construction, i.e. on site "stick-built."
 - b. No modular construction (on frame or off frame) home shall be permitted on any lot.
 - c. No structure of a temporary character, including tents, motor homes, trailers, and/or campers, shall be used on any lot at any time as a residence and/or dwelling place, either temporarily or permanently.
 - d. No mobile home or "manufactured home." Whether singlewide, doublewide, triplewide, or any other width, may be placed upon any lot. "Manufactured home" shall be the same definition as set forth in N.C.G.S. §143-145(7).
3. No Liability: Approval by the Owner shall not constitute a basis for liability of the Owner for any reason, including, without limitation: (i.e.) failure of the plans to conform to any applicable building codes, or (i.e.) inadequacy in the plans resulting in defects in the improvements.
4. Approval Criteria: Approval of the proposed plans and specifications shall be based upon compliance with the provisions of these covenants, the quality of workmanship and materials, harmony of exterior design with the surrounding structures, locations of improvements with respect to topography and finished grade elevation, the effect of the construction on the natural tree growth and vegetation, and all other factors which in the sole opinion of the Owner shall affect the desirability or suitability of the proposed improvements.
5. Prior Approval of Improvements, Changes, Future Alterations or Subsequent Construction: No dwelling, building, structure, outbuilding, fence, wall or other improvement, change to the lot or subsequent construction of any nature whatsoever (except for the interior alterations to existing structures not affecting the external structure or appearance of any improvements on any portion of the lot), shall be constructed on any lot after the initial building is approved unless and until the new plans and new building specifications for such new construction have been approved in writing by the Owner or his successor or assigns. The plans to be submitted to Owner or his successor or assigns for his approval shall include:
 - a. The construction plans, specifications, and descriptions of materials, including all exterior colors and proposed landscaping (specifically including placing of driveways, boat docks or ramps and clearing and/or tree removal) and grading.
 - b. A plat showing the locations of all proposed improvements, changes or subsequent construction.
 - c. No carports shall be approved on any lot and no metal buildings and/or metal outbuildings shall be placed on any lot.

6. The approval of the Owner or his successor or assigns required hereinabove is a continuing approval in regards to all Improvements, Changes, Future Alterations or Subsequent Construction, including colors.
7. Any approved dwelling, building, structure, outbuilding, fence, wall, or other Improvement of any nature whatsoever must be completed within one year after the date of the issuance of the building permit, unless the Owner or his successor or assigns, in his sole discretion, extends this period of time in writing.
8. Driveways
 - a. All driveway pipe shall be constructed of fifteen-inch reinforced concrete pipe, with a minimum of sixteen feet of pipe laid in the driveway entrance in compliance with all specifications of the State of North Carolina, and to this end, the driveway pipe must be approved by the Owner or his successor or assigns.
 - b. The first fifty feet of all driveways, extending from the road granting access to said lot shall be paved with a minimum of three inches of compacted stone or an approved equivalent building material. A good grade of gravel may be substituted when approved by the Owner or his successor or assigns.
9. Maintenance
 - a. All approved dwellings shall thereafter be maintained in a state of good repair (i.e. landscaped, grass and weeds mowed, painted, etc.) to further the harmonious design and maintenance of the subdivision.
 - b. All items of personal property located on said property except working automobiles (such as personal water craft, boats, campers, lawn maintenance equipment, etc.) shall be screened from public and neighbor's view.
 - c. Any external physical damage to a previously approved dwelling shall be repaired within six months except in severe weather related situations, other extensive and extenuating circumstances, or acts of God.
10. Waste Disposal
 - a. No part of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and the aforementioned material shall not be kept, except in sanitary containers.
 - b. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition at all times.
11. Swimming Pools
 - a. No above ground pools shall be erected on any lot.
 - b. Any below-ground or in-ground swimming pool shall be enclosed by properly approved (i.e. by the owners' association) fencing to keep small children or unauthorized visitors from entering the enclosed area.
 - c. Any below-ground or in-ground swimming pool shall meet all state and/or county regulations in regards to private swimming pools.

12. Landscaping

- a. No grass or weeds shall be allowed to grow taller than six inches on any lot, and all dwellings shall be landscaped within 120 days of occupancy with the following features:
 - i. All driveways are subject to the provisions of paragraph 8 above, and all parking areas shall be paved within a minimum of three inches of compacted stone and/or gravel.
 - ii. All residences shall maintain a minimum of landscaping which shall be properly maintained at all times.
 - iii. All stumps and other vegetation shall be removed.
 - iv. All satellite systems (ground) shall be screened from public views, and have growing shrubs or flowerbeds placed around the base. These requirements shall not apply to small rooftop satellite dishes.
- b. Any uprooted trees, shrubbery, stumps, cut tree limbs, fallen trees (as a result of owner or other means, including acts of God) or unsightly vegetation shall be removed or burned away from any lot within 180 days from either the date of purchase, the start of construction or act that had caused the aforementioned conditions to exist, unless there is an agreement with the Owner to the contrary.
- c. Owner shall be entitled to maintain any vacant lot free of tall grass, weeds, and rubbish, trash, garbage, or other waste at the expense of the individual lot owner, should the lot owner refuse to comply with the terms of this restriction.

13. All structures erected on the property must meet the following criteria:

- a. Foundations must be constructed from brick or stucco.
- b. Exterior siding must be brick, wood, stucco, or hardie-plank.
- c. All fences must be wood or hardie-plank.
- d. Existing split rail fencing and like gates that surround the property must be maintained by the adjoining lot owner.

14. No construction shall be commenced until a building permit has been issued by all appropriate governmental authorities and all construction shall comply with all applicable building codes and the restrictive covenants herein.**15. Prohibited Vehicles**

- a. No lot owner shall drive or park or permit any other person to drive or park any heavy equipment (including tractor trailers and trucks in excess of one ton), three wheelers, four wheelers, or dirt bikes on any street and/or any lot within the subdivision except for moving vans and/or construction vehicles.
- b. No lot owner shall drive or park or permit any other person to drive or park any motor vehicle, boat, personal water craft, motorcycle, three wheelers, four wheelers, four wheelers, golf cart, or any other motorized conveyance that is not in working order for a period of longer than five days.
- c. Moving vans and construction vehicles may be driven or parked on the subdivision streets and/or lots for the temporary purpose of moving a lot

owner in or out of a dwelling constructed on a lot and/or for the construction of improvements on a lot.

16. Setbacks

- a. No dwelling, building, structure, or outbuilding shall be hereinafter erected, altered, or placed on any lot closer than fifty feet from the margin of the right of way of the road granting access to any lot (notwithstanding the foregoing, there will be a zero setback for property lines adjoining the property of the United States of America-Kerr Reservoir).
- b. No dwelling, building, structure, or outbuilding shall be located within twenty feet of any abutting side lot lines.

17. Only one residence may be built on any lot, and any such residence must have at least 1600 square feet of finished heated usable floor space excluding decks, porches, or basements.

18. Noxious Activity Prohibited

- a. No activity that results in excessive odors or noises shall be carried on or allowed upon any portion of the property nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.
- b. Final determination of what constitutes a nuisance or annoyance to the neighborhood shall be made by Owner or his successor or assigns.
- c. No part of said property shall be used for commercial, self employment or manufacturing purposes.
- d. No activity shall be conducted on said property which shall result in excessive odors, noises, or any form of nuisance.

19. The above described property shall not be subdivided without the written consent of the Owner or his successor or assigns,

20. No sign of any kind shall be placed on any lot (excluding house numbers and mailboxes), except one sign of not more than six square feet advertising a lot for sale or signs used by a builder to advertise the lot during construction.

21. No animals shall be raised, bred, or kept on any lot except a limited number of cats, dogs and other household pets may be kept provided they are not raised or kept for commercial purposes and shall not become an annoyance to neighbors.

- a. No dog houses or animal pens of any kind may be erected on the property.

22. Sanitary Regulations

- a. No water supply system for human consumption or sewage disposal system shall be permitted on the lots herein conveyed unless the locations, construction and design are in full compliance with requirements, standards, and recommendations of the Vance County Health Department and North Carolina State Board of Health.
- b. The location of all wells and septic systems to be constructed on any lot must be approved in writing by the Owner or his successor or assigns, and must be in full compliance with requirements, standards, and recommendations of the Vance County Health Department and North Carolina State Board of Health.
- c. No outdoor toilet or privy shall be constructed on any lot.

23. Easements: The conveyances of all lots is made and accepted subject to any rights of way that may have been granted for power, lights, telephone lines, access, drainage facilities, water facilities and/or sewage facilities, or as shown on any recorded plat of the "Spinnaker Pointe II" Charles G. Fuller Subdivision (including setbacks).
24. Boat Dock Permits
- a. Owner & all subsequent lot owners acknowledge that all boat dock permits to be placed on the shoreline of the property of the United States of America (Kerr Reservoir) are subject to the rules and regulation of the U.S. Army Corp of Engineers in its capacity as the managing entity of the property of the United States of America (Kerr Reservoir).
 - b. Notwithstanding the above, the Owner has previously obtained dock permits from U.S. Army Corp of Engineers.
 - c. No person shall own a boat dock permit without also owning a lot.
 - d. No lot owner shall apply with the U.S. Army Corp of Engineers without prior written approval of the Owner, it being the intention of the Owner and the understanding of all lot owners that the Owner maintains control over location of all dock permits to better facilitate orderly development of the lots and recreational facilities in the subdivision.
 - e. No subsequent owner of a lot adjoining the property of the USA Kerr Reservoir shall grant an easement across their lot for the purpose of another person securing a boat dock permit.
25. The provisions of these restrictive covenants are to run with the land and shall be binding upon all parties owning portions of the property and all persons claiming under them for a period of fifteen years from the date of these restrictive covenants are recorded, after which time said covenants shall automatically extend for additional periods of five years unless an instrument signed by the then owners of the majority of the lots in which it is agreed otherwise is recorded.
26. Invalidity of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
27. Enforcement shall be by proceeding at law or in equity, either to restrain violation of any covenant or restriction set forth herein or to recover damages for violation of any covenant or restriction set forth herein and the venue for any legal action is the State courts of North Carolina in the County of Vance.
28. Failure of any party with an interest in the property to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppels of the right to enforce the same.

IN TESTIMONY WHEREOF, the undersigned Owner has hereunto set his hand and seal this 20th day of April, 2009.

BK 1198PG0630

Charles Green Fuller (SEAL)

Charles Green Fuller as Trustee of The Charles Green Fuller Revocable Trust
dated the 6th Day of November, 2006

NORTH CAROLINA

VANCE COUNTY

I, Michael E. Satterwhite, a Notary Public of Vance

County, North Carolina, do hereby certify that on this the 20th day of April, 2009, before
me personally appeared Charles Greene Fuller as Trustee of the Charles Green Fuller
Revocable Trust dated the 6th Day of November, 2006, personally known to me, and
acknowledged to me that he signed it voluntarily for its stated purpose.

Michael E. Satterwhite
Notary Public

My commission expires: 5.25.15

