

FILED
GRANVILLE COUNTY
03/03/2006 4:39 PM
KATHRYN GREWS AVERETT
Register Of Deeds

Prepared by and hold for: Nathan M. Garren

Amendment to Restrictive Covenants for Rogers Pointe Subdivision

This amendment to the Restrictive Covenants is entered into on the 2nd day of March, 2006 by Rogers Pointe Homeowners' Association, Inc. (herein "association").

Whereas, certain restrictive covenants for Rogers Pointe Subdivision in Book 775, Page 392, Granville County Registry, as amended in Book 901, Page 796, Granville County Registry, and further amended in Book 1115, Page 683, Granville County Registry (herein "declaration"); and

Whereas, Section 20 of the declaration permits amendments to the declaration with the approval of not less than a majority of the lot owners; and

Whereas, at a special meeting held on February 26, 2006, a majority of the lot owners voted to amend the declarations as follows:

Section 15: Other than private passenger vehicles, vans, or trucks less than ¾ ton, all of which must be licensed and in operative condition, restrictive vehicles or equipment shall not be parked or situated on the streets, driveways and lots of the subdivision on a regular, routine, or continual basis except when sheltered within a garage or otherwise screened from public view, from neighboring lots or adjoining streets by fencing approved by the Architectural Control Committee.

The Association shall not be required to provide a storage area for restrictive vehicles or equipment. The following restricted vehicles or equipment shall require written approval by permit from the Property Committee for any period in excess of seventy-two (72) hours:

M. Garren H.H.J.

a) Any commercial/industrial vehicles or equipment, such as, but not limited to, commercial trucks greater than ¾ tons, tractors, moving vans, trailer vans, construction trailers, office trailers, utility trailers, wreckers, buses, dumpsters, or mobile storage containers.

b) Any recreational vehicles, house trailers, horse trailers, travel trailers, motor homes, boats, boating equipment, or camping equipment.

The Board of Directors of the Association shall promulgate the rules and regulations by which the Property Committee shall issue permits for restricted vehicles or equipment. Any restricted vehicles or equipment approved by the Property Committee shall remain subject to the lot neatness requirements of these covenants.

Now Therefore, the association at the instruction of the lot and home owners amends Section 15 of the declaration to read as follows:

Section 15: Other than private passenger vehicles, vans, or trucks less than ¾ ton, all of which must be licensed and in operative condition, restrictive vehicles or equipment shall not be parked or situated on the streets, driveways and lots of the subdivision on a regular, routine, or continual basis except when sheltered within a garage or otherwise screened from public view, from neighboring lots or adjoining streets by fencing approved by the Architectural Control Committee.

The Association shall not be required to provide a storage area for restrictive vehicles or equipment. The following restricted vehicles or equipment shall require written approval by permit from the Property Committee for any period in excess of seventy-two (72) hours:

a) Any commercial/industrial vehicles or equipment, such as, but not limited to, commercial trucks greater than ¾ tons, tractors, moving vans, trailer vans, construction trailers, office trailers, utility trailers, wreckers, buses, dumpsters, or mobile storage containers.

b) Any recreational vehicles, house trailers, horse trailers, travel trailers, motor homes, boats, boating equipment, or camping equipment.

The Board of Directors of the Association shall promulgate the rules and regulations by which the Property Committee shall issue permits for restricted vehicles or equipment. Any restricted vehicles or equipment approved by the Property Committee shall remain subject to the lot neatness requirements of these covenants.

In the event of any conflict or inconsistency between the terms of this amendment and the declaration and any prior amendments thereto, the terms of this amendment shall prevail.

In witness whereof, the undersigned have caused this amendment to the declaration to be executed, all as of the day and year first above written.

Rogers Pointe Homeowners' Association, Inc.

By: Thomas W. Bell
President

Attest: Margid Pelton
Secretary

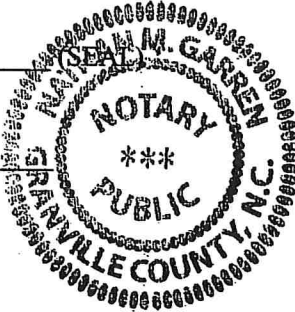
State of North Carolina
County of Granville



I, a Notary Public of the County and State aforesaid, do hereby certify that Margid Pelton personally appeared before me this day and acknowledged that she is the Secretary of Rogers Pointe Homeowners' Association, Inc., a North Carolina corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by him/her as its Secretary. Witness my hand and official stamp or seal, this 2nd day of March, 2006.

[Signature]
Notary Public

My commission expires: 10/8/07



FILED
GRANVILLE COUNTY
10/28/2005 10:18 AM
KATHRYN CREWS AVERETT
Register Of Deeds

State of North Carolina
County of Granville

Prepared by and hold for: Nathan M. Garren

Amendment to Restrictive Covenants
for Rogers Pointe Development

This amendment to the Restrictive Covenants is entered into on the 7th day of October, 2005 by **Rogers Pointe Homeowners' Association, Inc.** (herein "association").

Whereas, certain restrictive covenants for Rogers Point Subdivision in Book 775, Page 392, Granville County Registry (herein "declaration"); and

Whereas, Section 20 of the declaration permits amendments to the declaration with the approval of not less than a majority of the lot owners; and

Whereas, at the annual meeting held on September 17, 2005, a majority of the lot owners voted to amend the declarations as follows:

1. Section 15: No truck or other commercial vehicles having capacity of more than 3/4 tons shall be parked on said lots. No boats, recreational vehicles, trailers or any commercial type vehicles greater than 25 feet in length shall be parked on said lots. No boat, recreation vehicle or trailer of any type shall be parked in front of the front of building line on all lots and on corner lots in front of the side building line to the adjacent street.
2. Section 25: All lots or home sites shall be kept in a neat and orderly manner, including but not limited to causing the shrubbery to be trimmed to avoid excessive heights, promptly removing dead shrubs and broken tree limbs, cutting grass and removing rubbish. Grass shall not be allowed to exceed the height of eight (8) inches.

If Homeowners' Association receives three or more separate written lot neatness complaints within a thirty (30) day period:

- a) The President of the Homeowners' Association after conferring with the Board of Directors, the Architectural Control Committee, or the Property Committee shall notify the lot or home owner in writing by certified mail return receipt requested that the property needs to be brought into compliance with the restrictive covenants within seven days of receipt of the notice. The property owner may request a hearing before the Board. .
- b) After notice to a lot or home owner and opportunity to be heard if requested, the Homeowners' Association may takes such steps as necessary in regard to the appearance of said lot or home site and assess the costs to said owner.

Now Therefore, the association at the instruction of the lot and home owners amends the declaration is hereby amended as follows:

Section 15 is amended to read as follows:

Section 15: No truck or other commercial vehicles having capacity of more than 3/4 tons shall be parked on said lots. No boats, recreational vehicles, trailers or any commercial type vehicles greater than 25 feet in length shall be parked on said lots. No boat, recreation vehicle or trailer of any type shall be parked in front of the front of building line on all lots and on corner lots in front of the side building line to the adjacent street.

Section 25 is amended to read as follows:

Section 25: All lots or home sites shall be kept in a neat and orderly manner, including but not limited to causing the shrubbery to be trimmed to avoid excessive heights, promptly removing dead shrubs and broken tree limbs, cutting grass and removing rubbish. Grass shall not be allowed to exceed the height of eight (8) inches.

If Homeowners' Association receives three or more separate written lot neatness complaints within a thirty (30) day period:

- a) The President of the Homeowners' Association after conferring with the Board of Directors, the Architectural Control Committee, or the Property Committee shall notify the lot or home owner in writing by certified mail return receipt requested that the property needs to be brought into compliance with the restrictive covenants within seven days of receipt of the notice. The property owner may request a hearing before the Board. .

- b) After notice to a lot or home owner and opportunity to be heard if requested, the Homeowners' Association may take such steps as necessary in regard to the appearance of said lot or home site and assess the costs to said owner.

In the event of any conflict or inconsistency between the terms of this amendment and the declaration, the terms of this amendment shall prevail.

In witness whereof, the undersigned have caused this amendment to the declaration to be executed, all as of the day and year first above written.

Rogers Pointe Homeowners' Association, Inc.

By: Thomas W. Hall
President

Attest: Margid Pelton
Secretary

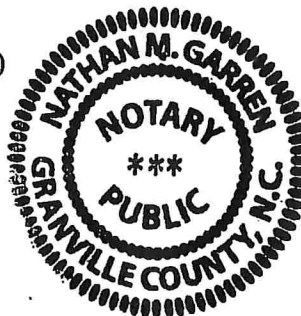


State of North Carolina
County of Granville

I, a Notary Public of the County and State aforesaid, do hereby certify that Margid Pelton personally appeared before me this day and acknowledged that he is the Secretary of Rogers Pointe Homeowners' Association, Inc., a North Carolina corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by him/her as its Secretary. Witness my hand and official stamp or seal, this 7th day of October, 2005.

Nathan M. Garren (SEAL)
Notary Public

My commission expires: 10/08/07



hold for Nathan Carren

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0901 0796

FILED
GRANVILLE COUNTY
04/23/2002 11:34 AM
KATHRYN CREWS AVERETT
Register Of Deeds

State of North Carolina
County of Granville

Amendment to Restrictive Covenants
for Rogers Point Development

This amendment to the Restrictive Covenants is entered into on the 14th day of April, 2002 by John B. Braddy and Dudley B. Williams d/b/a Rogers Point Development (herein "declarant") and the Rogers Point Homeowners' Association, Inc. (herein "association").

Whereas, the declarant executed and recorded certain restrictive covenants for Rogers Point Subdivision in Book 775, Page 392, Granville County Registry (herein "declaration"); and

Whereas, Section 20 of the declaration permits amendments to the declaration with the approval of not less than a majority of the lot owners; and

Whereas, at the annual meeting held July 21, 2001, a majority of the lot owners voted to amend the declarations as follows:

1. No boats, recreational vehicles or trailer of any type shall during any said five (5) day period be parked in front of the front building line on all lots and on corner lots in front of the side building line to the adjacent street.
2. A lot owner may drill a well on a lot for irrigation use only.

Now Therefore, the declarant at the instruction of the lot owners amends the declaration is hereby amended as follows:

Section 15 is amended to read as follows:

Section 15 No truck or other commercial vehicles having capacity of more than 3/4 tons shall be parked on said lots. Boats, recreational vehicles, etc. shall be parked in such a manner as to be not seen from the street. No boats, recreational vehicles or trailer of any type shall be parked in front of the front building line on all lots and on corner lots in front of the side building line to the adjacent street.

Section 17 is amended to read as follows:

Section 17 Public sanitary sewer and water will be provided as the only source of such services for residential use. A lot owner may drill a well on a lot for irrigation use only.

Amended to Nathan Carren 4-23-02

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0901

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0797

In the event of any conflict or inconsistency between the terms of this amendment and the declaration, the terms of this amendment shall prevail.

The Rogers Point Homeowners' Association, Inc. joins in the execution of the document in consent of this amendment.

In witness whereof, the undersigned have caused this amendment to the declaration to be executed, all as of the day and year first above written.

John B. Braddy (SEAL)
John B. Braddy

Dudley B. Williams, Jr. (SEAL)
Dudley B. Williams, Jr.

Rogers Pointe Homeowners' Association, Inc.

By: Thomas W. Hall
President

Attest: Robert Thompson
Secretary

Rogers Pointe
Homeowners'
Association, Inc.

Corporate Seal

State of North Carolina
County of Granville

I, a Notary Public of the County and State aforesaid, certify that John B. Braddy and Dudley B. Williams, Jr. personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 11th day of April, 2002.

Nathan M. Garren (SEAL)
Notary Public

My commission expires: 10/8/02



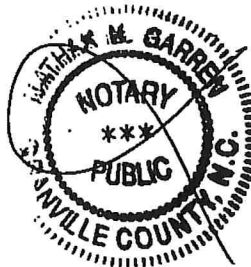
Book Page
0901 0798

State of North Carolina
County of Granville

I, a Notary Public of the County and State aforesaid, do hereby certify that Randi E. Thompson personally appeared before me this day and acknowledged that he is the Secretary of Rogers Pointe Homeowners' Association, Inc., a North Carolina corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by him/her as its Secretary. Witness my hand and official stamp or seal, this 11th day of April, 2002.

Nathan M. Garren (SEAL)
Notary Public

My commission expires: 10/2/02



STATE OF NORTH CAROLINA, GRANVILLE COUNTY
The foregoing certificate of Nathan M. Garren
a Notary Public

is certified to be correct. This instrument was presented for registration and filed in this office in Book 901 Page 796
This 11th day of April, 2002 at 11:34 o'clock A.M.
Register of Deeds Rashun Lewis Almont
by Betsy C. Cook Assistant Deputy

Book Page
0807 0022

PREPARED BY and RETURN TO: Royster, Cross & Currin, LLP, P. O. Drawer 1168, Oxford, NC 27565

NORTH CAROLINA

GRANVILLE COUNTY

Modification of Restrictive Covenants
Rogers Pointe Subdivision,
Phase 1B and Phase 2

This Modification of Restrictive Covenants made this 16th day of March, 2000, by
John B. Braddy and Dudley B. Williams, Jr., D/B/A Rogers Pointe Development;

WITNESSETH:

THAT, WHEREAS, John B. Braddy and Dudley B. Williams, Jr. executed Restrictive Covenants applicable to Phase 1A of Rogers Pointe Subdivision, which Restrictive Covenants are recorded in Book 775, page 392, Granville County Registry, and the undersigned, now desire to modify such Restrictive Covenants to include additional lands:

NOW, THEREFORE, the Restrictive Covenants applicable to Rogers Pointe Subdivision recorded in Book 775, page 392, are hereby modified to include the following lands:

All those certain lots or parcels of land lying and being situate in Dutchville Township, Granville County, North Carolina, and more particularly described as follows:

BEING all of Lot Nos. 9 through 56, Phase 1B, and Lot Nos. 61-83, Phase 2, as shown on survey and plat of Greenhorne & O'Mara, Inc. entitled "Survey for John B. Braddy and Dudley B. Williams, Jr. d/b/a Rogers Pointe Development, Rogers Pointe Subdivision, Phase 1B and 2," dated December 7, 1998, of record in Plat Book 23, page 197, Granville County Registry, to which reference is hereby made for a more complete description.

Except as herein modified, the Restrictive Covenants recorded in Book 775, page 392, Granville County Registry, are hereby reaffirmed.

IN TESTIMONY WHEREOF, John B. Braddy and Dudley B. Williams, Jr. have hereunto set their hands and affixed their seals, this day and year first above written.

ROGERS POINTE DEVELOPMENT

BY: John B. Braddy (SEAL)
John B. Braddy
D/B/A Rogers Pointe Development

BY: Dudley B. Williams, Jr. (SEAL)
Dudley B. Williams, Jr.

Del. Nancy Davis for REC, CHAS. 3-21-00

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0807 0023

NORTH CAROLINA

GRANVILLE COUNTY

I, Nancy J. Davis, a Notary Public, in and for the State and County aforesaid, do hereby certify that John B. Braddy, d/b/a Rogers Pointe Development, and Dudley B. Williams, Jr., d/b/a Rogers Pointe Development, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notary Seal, this the 16th day of March, 2000.



Nancy J. Davis
Notary Public

STATE OF NORTH CAROLINA, GRANVILLE COUNTY

The foregoing certificate of Nancy J. Davis
Davis a Notary Public

is certified to be correct. This instrument was presented for registration and filed in this office in Book 807 Page 22

This 17th day of March 2000 at 11:04 o'clock AM

Register of Deeds Kathleen Crenshaw Currin

by Garrett R. Braddy Assistant Deputy

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0775 0392

PREPARED BY: John B. Braddy
RETURN TO: Royster, Cross, Currin & Winfrey, LLP
P.O. Drawer 1168, Oxford, NC 27565
NORTH CAROLINA
GRANVILLE COUNTY

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENT that John B. Braddy and Dudley B. Williams, DBA Rogers Pointe Development, owner and developer of the following described tract or parcel of land known as Rogers Pointe Subdivision, do hereby covenant and agree with all persons, firms, and corporations which may hereafter purchase, acquire, or lease any lot or parcel of land included in the property hereinafter described, that the following restrictive covenants shall be applicable to said property during the term hereinafter set forth:

1.

That the tract or parcel of land which is the subject of these Restrictive Covenants is described as follows:

A certain tract or parcel of land situate in Dutchville Township, Granville County, North Carolina, and known and designated as "Rogers Pointe Subdivision" a map of which is recorded in the office of the Register of Deeds of Granville County in Map Book 23 Page 43, to which reference is made for a more particular description.

2.

By purchase of a lot in the Rogers Pointe Subdivision, the buyer agrees to and becomes a member of the Rogers Pointe Property Owners' Association. This association shall organize and act as necessary to provide for the mutual road maintenance, safety,

Del. Nancy Davis for REC4W.0.H.S. 3-23-99

security, recreation, peaceful enjoyment, and such other matters as the members deem mutually necessary or desirable. Home owners Association will assess home and lot owners an annual fee to be determined by the Board of directors. Street maintenance, mowing common areas, and street lighting will be paid for out of these funds, plus any additional common items that are required for the common good of the tenants of Rogers Pointe.

3.

The lots in Rogers Pointe Subdivision are served by Public roads as shown on the subdivision plat. The roads have been dedicated for use by all lot owners in the subdivision. There is hereby created a Rogers Pointe Subdivision Property Owners' Association for the purpose of establishing rules and regulations governing use of the roads and for the maintenance and upkeep of the same, and to enforce the protective covenants for the subdivision. Each of the owners of the lots in the subdivision shall be deemed a member of the Property Owners' Association, and shall be entitled to one vote per lot owned at the annual meeting of the association.

The date and time for annual meetings shall be fixed by the Board of Directors. At each annual meeting, there shall be elected a Board of Directors for the association consisting of at least 3 members, and the Board of Directors so elected shall be responsible for contracting and providing for road maintenance and regulations. Pending the first annual meeting, a temporary Board of Directors shall be appointed by Declarant to serve until their successors are duly elected. The temporary Board of

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Directors, in addition to providing for interim road maintenance, shall prepare and present a proposed set of by laws for the association at the first annual meeting. Declarant shall render technical assistance in preparing the proposed bylaws.

The cost of any repairs and maintenance contracted by the Board of directors of the Associations shall be assessed equally to all lots in the subdivision. Any sums levied by the association that remain unpaid shall become a lien against the members lot subordinate only to ad-valerom taxes and mortgage liens, and may be collected by the Association through a civil action instituted for such purpose.

4.

The owner of Rogers Pointe shall install and stabilize public interior subdivision roads within the 60-foot right-of-way as shown on the plat of said property. The maintenance and/or up-grading of such roads shall become the responsibility of the property owners on a per lot prorated basis. Roads will be turned over to DOT as soon as possible.

5.

Each property owner shall be responsible for installing a suitable pipe at his driveway entry to ensure proper drainage, pipe shall be at least 15 inches in diameter. Said driveways shall be graveled before construction begins. There are lots where driveway pipe is not required. All drives to be paved.

6.

Any road damage caused by construction vehicles shall be the responsibility of the builder and lot owner to restore the road to

its original condition.

7.

This property shall be used for single family residential purposes only. Use of said premises shall be the same as the use provided for by the Granville County zoning regulations, as may be amended, for Class A Home Occupations.

8.

PHASE 1-

The main body of each single family dwelling, exclusive of garages, porches, breeze-ways, or terraces shall contain at least 1300 square feet of floor space if the structure is a 1 or 1 1/2-story building, and at least 1400 square feet of floor space if the structure is a two-story building. All plans and specifications shall be submitted to and approved by developers prior to the commencement of construction.

PHASE 2-

Shall have the same restrictions as Phase 1 except one story buildings shall have 1400 square feet of floor space and at least 1600 square feet of floor space for two-story buildings.

9.

No residence or other building shall be erected within 20 feet of any front property line, rear property line, nor within 10 feet of any interior property line.

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0775 0396

10.

No structure of a temporary character, house trailer, basement, tent, or outbuilding shall be used as a temporary or permanent residence. No outbuilding may be constructed without the approval of the developer and the Granville county Planning Department.

11.

No obnoxious or offensive or unlawful activity shall be carried on upon said lot, nor shall anything be done thereon which may be a nuisance to the neighborhood.

12.

Only one primary dwelling shall be located on each lot and no lot shall be subdivided without the written consent of the developer, his heirs, assigns, or devisees.

13.

All exposed foundations of residences constructed on the property shall be of brick, unless approved by the developer.

14.

No dumping shall be permitted on the property and all trash and garbage must be kept in containers concealed from public view and disposed of in a manner approved by the Granville County Health Department.

15.

No trucks or other commercial vehicles having capacity of

more than 3/4 tons shall be parked on said lots. Boats, recreational vehicles, etc. shall be parked in such a manner as not seen from the street.

16.

No inoperable or junk motor vehicles or equipment of any kind may be located on the property.

17.

Sanitary sewer and water will be provided as the only source of such services.

18.

There shall be no hunting or use of firearms in the subdivision.

19.

Easements for utilities to serve the lots of Rogers Pointe Subdivision are reserved by the developer, which shall normally be 10 feet in width along the street right-of-way.

20.

These Protective Covenants shall remain in full force and effect and be binding on the property for a period of thirty years from the date of this deed, after which time they shall be automatically extended for successive periods of 5 years each, unless by a vote of the majority of the lot owners in the subdivision and by the consent of the developer, it is agreed to change, modify, or abolish the covenants.

21.

These Protective Covenants shall run with and be a part of the title to the property. Invalidation of any one or a portion

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0775 0398

of these covenants shall not effect any other covenants, which shall remain in full force and effect.

22.

These Protective Covenants may be enforced by individual lot owner, the developer, or the Rogers Pointe Subdivision Property Owners' Association.

23.

No speed bumps shall be constructed.

24.

No development that will increase the built upon areas, as defined in paragraphs 27 and 28, will be allowed without the consent of the developer or the Rogers Pointe Subdivision Property Owners' Associations. A permit must be obtained for any development as defined in paragraph 28 from the Granville County Planning Department before any construction.

25.

All lots or Homesites shall be kept in a neat manner.

26.

No more than 2 dogs per family will be permitted. Owners must control pets at all times, and assure that pets are not a nuisance. No dog pens nor chained link fences shall be permitted. All dogs are to be housed indoors unless approved privacy fence is erected.

27.

"BUILT-UPON AREA. Built-upon areas shall include that portion of a development project that is covered by impervious or

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0775 0399

partially impervious cover including buildings, structures, pavement, concrete, gravel roads, vehicle parking areas and

travelways, compacted soils, sidewalks, recreational facilities(e.g. tennis courts), etc.(Note: Wooden slatted decks and the water area of swimming pools and water bodies are considered pervious.)"

28.

"DEVELOPMENT. Any land disturbing activity which adds to or changes the amount of impervious or partially impervious cover on a land area or which otherwise decreases the infiltration of precipitation into the soil."

29.

Any changes in Exterior Appearance of homes must meet approval of Architectural Control Committee. ie. siding color, shingle color, etc.

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0775

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0400

IN TESTIMONY WHEREOF, John B. Braddy and Dudley B. Williams
DBA as Rogers Pointe Development, has hereunto set his hand and
seal this 16th day of March 1999.

Rogers Pointe Development

By: John B. Braddy (SEAL)
John B. Braddy
DBA Rogers Pointe Development

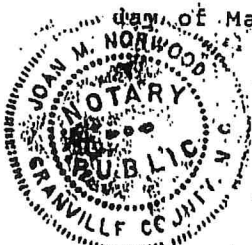
By: Dudley B. Williams (SEAL)
D.B. Williams
DBA Rogers Pointe Development

NORTH CAROLINA

GRANVILLE COUNTY

I, a Notary Public in and for the State and County aforesaid
do hereby certify that John B. Braddy and Dudley B. Williams, DBA
Rogers Pointe Development, personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 16th
day of March 1999.



Joan M. Norwood
Notary Public

My commission expires: May 1, 2001

STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate of Joan M. Norwood

a Notary Public

is certified to be correct. This instrument was presented for registration and filed in this office in Book 775
Page 392 This 17th day of March, 19 99 at 10:56 o'clock A.M.

24.00 Kathryn Crews Register of Deeds

By Bobby C. Beach
Deputy/Assistant