

NORTH CAROLINA

WARREN COUNTY

THIS SUPPLEMENTAL DECLARATION of covenants and restriction by American Central Corporation of North Carolina, hereinafter called "Developer",

WITNESSETH:

WHEREAS on May 31, 1965 Developer executed and recorded in the office of the Register of Deeds of Warren County, North Carolina, in Book 222, page 50, a certain DECLARATION which, by its terms, provided for this Supplemental Declaration of covenants and restriction, and

WHEREAS, the Developer desires to impose upon Lots, 3, 4, 5, 6 and 7 of Section A those restrictions set forth in Article VII, Section 1, of said Declaration and to eliminate said lots from the provisions of Article VII, Section 2, to the end that said lots may be used only for residential purposes; and

WHEREAS, the Developer desires to add a new Section to said Article VII, as hereinafter set forth:

NOW, THEREFORE, the Developer declares that Lots 3, 4, 5, 6 and 7 of Section A be, and they hereby are, added to Article VII, Section 1, of said Declaration and the said lots are eliminated from Article II, Section 2, of said Declaration; and

The Developer further declares that a new Subsection be added to Article VII, Section 3, in the following words and figures, to wit:

"Subsection 3-a: Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Section H may be used for temporary or permanent residence only, having a minimum floor space of 500 square feet, but may not be used for any commercial activity, and no wells may be dug, bored or opened on any one of said lots."

IN WITNESS WHEREOF, THE AMERICAN CENTRAL CORPORATION OF NORTH CAROLINA, by resolution of its Board of Directors, has caused

THIS DECLARATION,

By AMERICAN CENTRAL CORPORATION of North Carolina, hereinafter called Developer.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent parks, playgrounds, open spaces and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer will incorporate or cause to be incorporated under the law of the State of North Carolina, as a non-profit corporation, The Wildwood Point Association, for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, shall be transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Wildwood Point Association

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties

Book 222 - Page 51

and intended to be devoted to the common use and enjoyment of the owners of the Properties.

(d) "Original Lot" shall mean and refer to any plot of land shown upon any original recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Owner" shall mean and refer to the equitable owner whether one or more persons or entities holding any original lot, whether such ownership be in fee simple title or as land contract vendee, not withstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee except if the mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1 hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Roanoke Township, Warren County, North Carolina, and is more particularly described as follows:

Parcel One: Containing approximately 293.5 acres, more or less, and bounded generally as follows: on the north by North Carolina Secondary Road #1362, on the north, east and south by land of Virginia Electric and Power Company, and on the west by land now or formerly of Eugenia B. Davis and by a small .2 acre parcel of land belonging to Virginia Electric and Power Company; and,

Parcel Two: Containing approximately 34.47 acres, more or less, and bounded generally as follows: on the north by land formerly of B. F. Jones' Estate but now or formerly of J. D. Jones, S. T. Smelley, W. B. Moseley and I. M Raney and by a small .03 acre parcel of land belonging to Virginia Electric and Power Company, on the east by land of Virginia Electric and Power Company, on the south by North Carolina Secondary Road #1362 and land now or formerly of R. E. Taylor and by land now or formerly of L. F. Baird.

being platted as Section A, B, C, D, F, T Wildwood Point, all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Additional Lands may become subject to this Declaration

(a) The Developer, its successors and assigns, at any time prior to December 31, 1975, shall have the right to bring additional lands into the scheme of this Declaration. Such proposed additions it made shall become subject to assessment for their just share of Association expenses. The Common Properties within all such additions shall be devoted to the common use and enjoyment of

Book 222 - Page 52

all owners of properties which are subject to this Declaration. The Developer's rights to bring additional lands into the Declaration shall not be held to bind the Developer, its successors or assigns, to make the proposed additions or to adhere to the scheme in any subsequent development of the land described herein. The additions authorized under this and the succeeding sub-sections shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the

scheme of the Covenants and Restrictions of this Declaration to such property. Such Supplementary Declarations may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with 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.

(b) Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the Covenants established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.

(a) Every person or entity who holds an equitable interest or an undivided equitable interest in any original lot whether as land contract vendee or fee holder being subject to these covenants and to assessment by the Association shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of

Book 222 - Page 53

an obligation shall not be a member.

(b) Persons not holding an interest in any lot may become non-voting members of the Association under terms and conditions prescribed by the Board of Directors.

Section 2. Voting Rights

The Association shall have one class of voting membership. Voting members shall be all those members who hold the interests required for Membership in Article III in Section 1 (a) above. When more than one person holds such interest or interests in any original lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine. In no event shall more than one vote be cast with respect to any such Original Lot.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Article IV in Section 3, every member shall have a right and easement of enjoyment in and to the Common Properties as such easement shall be appurtenant to and shall pass with the title to every Original Lot.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as, in the opinion of the Developer, the Association is able to maintain the same and to meet any existing obligations which may be a lien thereon, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than January 1, 1970.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. The members' rights and easements in the Common Properties shall be subordinate to any mortgage given by the Developer or Association as security for funds borrowed for the said improvements. Any indebtedness which shall

be created for the purpose of making improvements to the Common Properties shall be an obligation of the Association. In the event of a default upon any such mortgage, the lender or mortgagee shall have all the rights afforded under the mortgage or security agreement and under the laws of the State of North Carolina, including the right after taking possession of The Properties, to charge admission and other fees as a condition to continue en-

Book 222 - Page 54

joyment by the members, and if necessary to open the enjoyment of such properties to a wider public. If the mortgage indebtedness is satisfied and possession of the Properties returned to the Association, all rights of the members hereunder shall be restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(c) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer being the owner of all the Properties hereby covenants and each subsequent owner by acceptance of the conveyance therefore, whether or not it shall be expressed in any such deed or conveyance, be deemed to covenant and agree to pay to the Association; (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereon as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Book 222 - Page 55

Section 3. Basis and Amount of Annual Assessment. The annual assessment shall be \$28.50 per original lot. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided any such assessment shall have the affirmative or two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for

any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2, hereof.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Book 222 - Page 56

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the first day of April, 1966. The assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any property which is subject to this Declaration or Supplementary Declarations. The due date of any special assessment under Section 4 hereof shall be fixed in the Resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, a penalty fee not to exceed \$2.00 shall be added thereto and from that date interest at the rate of six (6) percent per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest, the cost of preparing and filing

Book 222 - Page 57

Complaint in such action and in the event that Judgment is obtained, such Judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a degree of foreclosure, or any other

proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of North Carolina, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon the The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said board or its designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and the Article will be deemed to have been fully complied with.

Book 222 - Page 58

ARTICLE VII

BUILDING AND USE LIMITATIONS

Section 1. All lots in Section B, C, D, and E of Wildwood Point Subdivision shall be limited to residential use. Lots numbered 8 through 91, inclusive in Section A of Wildwood Point Subdivision shall be limited to residential use.

No building shall be erected, altered, placed or permitted to remain on any residential lot other than one or two family dwelling and private garages or out-buildings incidental thereto. All dwellings must have a minimum enclosed living area of 720 sq. ft. exclusive of open porches or attached garages. All structures shall be completed on the exterior within six (6) months from start of construction. No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuilding shall be occupied or stored on any residential lot either temporarily or permanently. No residence structure shall be located nearer than 35 feet to the front property line, nor nearer to the roadway than the setback line which is indicated on the recorded plat. No residence structure shall be located nearer than 10 feet from any side lot line. No sign or any kind of advertising device shall be displayed to the public view on any residential lot except one professional sign of not more than one (1) foot square, other than signs used by a builder to advertise a new home previously unoccupied.

Section 2. Lots numbered 1 through 7 inclusive in Section A and lots numbered 1, 2, 45 and 46 in Section F may be used for either commercial or residential purposes. Business establishments situated thereon shall be limited to retail sales, service, and uses normally permitted in commercial districts. Smoke, odor or excessive noise which would be offensive to adjoining residential areas shall not be permitted.

Section 3. Lots numbered 3 through 44 inclusive in Section F and all lots in Section T may be used for either residential or camping purposes. On each of said lots the owner shall be permitted to place temporary or seasonal living quarters for vacation and recreational use but in no event shall any permanent or year round residence be erected having an enclosed living are of less than 720 square feet.

Section 4. No animals, livestock or poultry of any kind shall be raised or kept on any lot except dogs, cats or other household pets provided that they shall not be so maintained for any commercial purpose.

Trash, garbage or any other waste material shall be kept in sanitary containers or incinerators. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

All structures intended for occupancy must be equipped with inside plumbing facilities. All sanitary plumbing and wells shall conform with the minimum requirements and be approved by the Health Department of Warren County, North Carolina.

Section 5. Easements. Easements are reserved along and within 10 feet of the rear line and sidelines of all original lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones and other public and quasipublic utilities and drainage and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress to and egress from and across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property lines in cases of fractional lots. The person owning more than one lot may build on such lot line and the easement shall be inoperative as to said line provided that such building shall be placed thereon prior to the instigation of use of this easement for one of the foregoing purposes.

It shall not be considered a violation of the provision of easement if wires or cables carried by such pole lines pass over some portion of said properties not within the five foot wide easement as long as such lines do not hinder the construction of buildings on the property.

Section 6. Variance. The purpose of the foregoing Building and Use Limitations being to insure the use of the properties for attractive residential uses, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desirability of the community and thereby secure to each owner the full benefits and enjoyments to his home with no greater restriction upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners. Any reasonable change, modification or addition to the foregoing shall be considered by the Developer and the Association and if so approved will then be submitted in writing to the abutting property owners and if so consented to in writing shall be recorded and when recorded shall be as binding as the original Covenants.

The foregoing Building and Use Limitations shall not apply to the Common Properties.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall insure to the benefit of and be enforceable by The Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty years from the date this Declaration is recorded,

after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the original lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**BY-LAWS
OF**

WILDWOOD POINT ASSOCIATION, INC.

As of November 5, 2016

ARTICLE I
Membership and Meetings of Members

Section 1 Membership - Every person or entity who holds an equitable interest or an undivided equitable interest in any original lot of "Wildwood Point" in Roanoke Township, Warren County, North Carolina, as shown by recorded plats of "Wildwood Point" whether as land contract vendee or fee holder being subject to the covenants recorded in a Declaration by American Central Corporation of North Carolina recorded in Book 222, page 50, in the office of the Register of Deeds of Warren County and the assessments therein provided for shall be a member of this Association. A person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2 Voting Rights - The Association shall have one class of voting membership. Voting members shall be all those persons who are members as defined in Section 1 of this Article. When more than one person or entity holds an interest or interests in any original lot of "Wildwood Point", all such persons or entities shall cast one vote for such lot as they themselves determine. In no event shall more than one vote be cast with respect to any such original lot. Any member owning more than one lot shall be entitled to cast one vote per lot owned, not to exceed ten votes per member.

In the event that any original lot is owned by more than one person or entity and the members have not filed with the Secretary of the Association an executed agreement as to how the vote for such lot shall be exercised, it shall be presumed that the members desire to and agree to exercise the vote for such lot in the following manner:

- (1) In the event that said lot is owned by tenants in common, the vote for such lot shall be exercised in full in the manner that the member or members who own the majority interest present or represented in said lot desire to exercise said vote;
- (2) In the event that said lot is owned by a husband and wife as tenants by the entirety, the vote for such lot shall be exercised in the manner in which the one present or represented desires to cast said vote. If both the husband and wife are present or represented, the vote shall be cast as they agree and in the event that they cannot agree, no vote shall be cast.

Section 3 Annual Meeting - The annual meeting of the members of this association shall be held in the branch office of the association at the Club House in Wildwood Point, Box 236 Littleton, N. C., at **10 A.M.** on the fourth Saturday of June of each year, at which time there shall be a slate of officers presented by the nominating committee, for election, to be voted on at the Business Meeting to be held on the third Saturday in September at the Club House at **10:00 A.M.** Said annual meetings shall also transact such other business as may properly be brought before it.

At the business meeting held on the third Saturday in September, the members shall elect members to a Board of Directors. Three members shall be elected each odd numbered year and four members shall be elected each even numbered year. The current board shall remain in office until the 1975 meeting at which time four members shall be elected for a one year term and three members elected for a two year term.

Notwithstanding the above provisions, the Board of Directors may change the date and time of either meeting provided notice is given as provided in Section 5 below.

Section 4 - Special Meetings - A special meeting of the members may be called at any time by the President, Secretary, or any two (2) directors or by members having as much as ten percent (10%) of the total votes which may be cast at a meeting. Special meetings of the members shall be held in the branch office of the association at the Club House in Wildwood Point, Box 236, Littleton, N. C.

Section 5 - Notice of Meetings - Except as hereinafter provided, written or printed notice of the place, day and hour of the annual September Business Meeting and special meetings of the members of the association shall be delivered not less than ten (10) nor more than fifty (50) days prior to the meeting, either personally or by mail, to the owner of each original lot or to one of the owners of an interest in each original lot. Where an original lot is owned by more than one member, no notice shall be required to be given more than one member. In case of the annual meeting, or September Business Meeting, the notice of meeting need not state the purpose or purposes of such meeting. In case of a special meeting, the notice of meeting shall have a brief statement of the purpose or purposes of such meeting. If the notice of meeting is mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the association, with postage thereon prepaid.

Notwithstanding any provision requiring notice of a meeting, no notice to a member shall be required where said member waives notice of said meeting in writing and where said member attends said meeting and fails to object to the transaction of business because of failure to give proper notice.

Section 6 - Proxy Voting - A member may vote by proxy executed in writing by the member or by his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 7 - Quorum and Assessment Meetings -

(a) Except as hereinafter provided, a quorum at any meeting of members duly called and for which due notice has been given shall consist of 5% of the total eligible votes including proxies to be cast at said meeting. A vote of a majority of such quorum shall be necessary for corporate action.

(b) In the event that the purpose of a meeting is to consider increasing the annual assessments provided for in Article V of the declaration of American Central Corporation of North Carolina, recorded in Book 222, page 55, in Warren County Public Registry, or levying a special assessment for capital improvements of the association's property provided for in said Article, the provisions relating to meetings, notices of meetings, quorum, and necessary vote for Association action contained in said Article V of said Declaration shall be controlling.

Section 8 - Change in Annual Assessments - With due process of Article V controlling, the annual assessment was increased to \$150.00 per lot effective April 1, 2017.

ARTICLE II

Board of Directors

Section 1 - Number and Qualifications - There shall be a Board of Directors consisting of seven (7) persons, each of whom shall be members in good standing of the Association and at least twenty-one (21) years of age. A director need not be a resident of this State.

Section 2 - Election and Term of Office - Directors shall be elected biennially by ballot of the members and shall serve until their successors are elected and qualified. Any vacancy occurring after election shall be filled by appointment of the remaining members of the Board of Directors.

Section 3 - Regular Meetings - The directors shall hold at least one regular annual meeting during each calendar year not later than one week after the September business meeting of members at which time the Board of Directors shall select the officers and take such other action as they deem necessary.

Section 4 - Special Meetings - Special meetings of the Board of Directors may be held within or without the State of North Carolina upon the call of the President, Secretary or any two directors.

Section 5 - Notice of Meetings -

(a) Notice of the time and place of the regular annual meeting and September business meeting of the Board of Directors shall be given by the Secretary or President of the Association or by any two of the newly elected Directors by actual notice of at least twenty-four (24) hours to each director or by written notice mailed at least sixty (60) hours prior to said meeting. Said notice need not state the purpose of said meeting.

(b) Notice of the time and place of a special meeting of the Board of Directors shall be given by the President or Secretary by actual notice of at least forty-eight (48) hours before the meeting or by written notice mailed at least sixty (60) hours before the meeting. Said notice need not state the purpose of said meeting.

(c) Notwithstanding any provision requiring notice of the time and place of the regular or a special meeting of the Board of Directors, meetings may be held at any time without notice if all the Directors are present and take part in the meeting except in those instances where the director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.

(d) No notice to a director of the time and place of a meeting shall be necessary where said director waives notice of the time and place of said meeting in writing.

Section 6 - Election of Officers - At the September meeting of Directors, the Board of Directors shall select a President, one or more Vice Presidents, a Secretary and a Treasurer. Any two of said offices may be held by the same person except the presidency and Secretary. All officers shall be at least twenty-one (21) years of age and shall be members in good standing of the Association. Said officers shall hold office until their successors are elected and qualified;

provided however, that the Board of Directors shall at all times have and retain the right to declare any office vacant and elect a successor to hold office until his successor is elected and qualified whenever in the judgment of the Board the best interest of the Association will be served there-by. The President has the duty of appointing a Parliamentarian with the approval of the Board.

The immediate Past President shall serve as an honorary member of the Board of Directors.

Section 7 - Quorum - A quorum of the Board of Directors at any meeting shall be a majority of the directors, and a majority of such quorum shall be necessary for corporate action.

Section 8 - Powers - The Board of Directors shall have general management and control of the business, property and the affairs of the association and may exercise the following powers:

- (a) To carry on the affairs of the Association
- (b) To appoint such other officers and hire such employees as may be necessary for the carrying out of the purposes of the Association.
- (c) To appoint or authorize the President to appoint from their own number or from members in good standing of the Association, such committees including the nominating committee as the Board deems necessary to carry on the affairs of the Association, which committees shall hold office during the pleasure of the Board.
- (d) To establish rules and regulations concerning the use and operation of the Association properties and recreational facilities, parks and other areas to be operated for the mutual benefit of the members and to enforce or cause to be enforced by its representatives said rules and regulations.
- (e) To enforce all building and use restrictions imposed on the lots in “Wildwood Point” in order to maintain the general nature and character of the subdivision and the Association’s properties. The Board may delegate to any one or more members of the Board or to any officer the authority to represent the Board and act for it in enforcing building and use restrictions on the lots in “Wildwood Point” and the Association’s properties.
- (f) To exercise such other powers in the general management and control of the business of the Association as are permitted by law and not expressly reserved to the members.
- (g) Any new project or capital improvements in the excess of \$10,000 shall be approved by the membership.
- (h) Notwithstanding any other provision of these By-Laws, no Common Properties or facilities belonging to Wildwood Point Association shall be sold, transferred, or leased by the Board of Directors or any representative of the Association unless such action is first approved by 2/3 of the entire membership.

Section 9 - Indemnity of Directors - The corporation shall indemnify and hold harmless any director or directors from any loss, liability, cost or expense, including but not limited to attorney fees from any claim or cause of action arising out of any act or undertaking made in good faith and within the responsibilities of any director in the course of his or her service on the Board of the Wildwood Point Association, Inc.

ARTICLE III

Duties of Officers

Section 1 - President - The President shall preside at all meetings of the Directors or the members and shall have general charge of and control over the affairs of the corporation subject to such regulations and restrictions as the Board of Directors shall from time to time determine.

Section 2 - Vice President - The Vice President shall perform such duties as may, from time to time, be assigned to him by the Board of Directors. In the case of death, disability or absence of the President he shall be vested with all powers and perform all duties of the President.

Section 3 - Secretary - The Secretary shall countersign all certificates of membership, shall keep a record of the minutes of all meetings of the members and Directors, shall give notice of meetings as provided by these by-laws, shall have custody of all books, records and papers of the corporation except such as shall be in charge of the Treasurer or some other person authorized to have charge thereof by the Board of Directors and shall perform such other duties as may from time to time be assigned to him by the Directors.

Section 4 - Treasurer - The Treasurer shall receive and disburse all the corporation funds and shall keep an accurate and detailed record of all receipts and disbursements which records shall at all times be subject to inspection by any member of the Board of Directors. He shall deposit all corporation funds coming into his hands in such bank or banks as may be designated by the Board of Directors. Funds of the Association shall be disbursed by him under order of the Board of Directors or disbursed by such other person or persons as the Board of Directors may direct by resolution. The Treasurer shall give bond for such security as may from time to time be designated by the Board of Directors.

All checks in the amount of \$200.00 or more must bear two (2) signatures approved by the Board of Directors.

Section 5 - Parliamentarian - The Parliamentarian is an appointed office. The duties of the Parliamentarian are to see that meetings are conducted according to Roberts Rules of Order. (Revised)

ARTICLE IV

Committees

Section 1 - Nominating Committee - The Nominating committee shall consist of a chairman and three (3) members appointed by the Board of Directors.

Section 2 - Pool Committee - The Pool committee shall consist of one (1) board member and two (2) additional members.

Section 3 - Architectural Committee - The Architectural committee shall consist of three (3) members.

Section 4 - Entertainment Committee - The Entertainment committee appointed as required.

Section 5 - Audit Committee - The audit committee shall consist of four (4) members of the Association who are not related to each other or to any member of the Board of Directors. Beginning in the year 1999, and each year thereafter, two members shall be nominated at the June Annual Meeting and elected at the September Business Meeting. Each member so elected shall serve a term of two years. For the year 1999 only, two additional members shall be elected as provided above and shall serve a term of one year only.

ARTICLE V

Non-Profit Status of Association

All funds paid into the association, regardless of their source shall be used exclusively for the purposes and objectives set forth in the charter of the corporation, the declaration of American Central Corporation, recorded in the office of the Register of Deeds of Warren County, North Carolina, in Book 222, page 50, and supplemental declarations filed thereto. In no event shall any profit or income be paid to any member or to any person, firm or corporation (be) construed to prevent a member from accepting employment for which he may receive just and proper compensation and no member shall, by virtue of his membership, be precluded from selling supplies and materials to the association at fair market value.

ARTICLE VI

Disposition of Assets Upon Dissolution

No member shall be entitled to share in the association's assets upon its dissolution or dissolution and liquidation. In the event of the dissolution of the association, the association's property and other assets shall be dedicated to an appropriate public agency or charitable organization to be used and devoted to purposes as nearly as practicable to those to which they were devoted by the association.

ARTICLE VII

Corporate Seal

The Board of Directors shall provide a suitable corporate seal showing the name of this corporation and the word "Seal" and "North Carolina" or such other words indicative of the state of the corporation and the said seal when obtained shall be impressed at the margin of the minute book containing this article of the by-laws.

ARTICLE VIII

Suspension of Member's Use of Facilities

Section 1 - Failure to Pay Assessments - A member shall not have the right to use any of the Association's property except the road to his property for any period during which any assessment made by the association remains unpaid and past due.

Section 2 - A member whose assessments are not paid up to date shall not be considered a member in good standing and shall lose his right to vote, hold office, or serve on any committee.

Section 3 - Other Infractions - The Board of Directors shall have the right to suspend the right of use of the Association's property by a member and his family for a period not to exceed thirty (30) days for any infraction of its rules and regulations by the member, his family, or his guests.

Section 4 - Conviction of Crime Committed at Wildwood Point - Any person or persons convicted of violating any law in section 14 of the General Statutes of North Carolina involving injury to property of a stockholder, member of his family or guest at Wildwood Point is forbidden to use or trespass upon any and all Association Property. This directive shall continue for the length of their sentence, parole and/or probation. If the convicted caused financial loss to the stockholder of a larceny nature, he must furnish the Board of Directors with a letter signed by the person he wronged showing that he has made financial restitution before being readmitted. Exception - Should the convicted live at Wildwood Point, he or she would be permitted to travel to and from their home by the most direct route only. A written notice shall not be necessary to violators for them to be indicted and prosecuted for trespassing.

ARTICLE XI

Powers Under Declaration of American Central Corporation of North Carolina

The Association shall be vested with those powers and duties authorized and imposed in the declaration of American Central Corporation of North Carolina, recorded in Book 222, page 50, Warren County Public Registry, subject to those limitations imposed on it by these by-laws, the articles of incorporation of the association and law.

ARTICLE X

Change of By-Laws

These by-laws may be amended at any regular business meeting of the association by a two-thirds (2/3) vote including proxy provided the amendment has been submitted in writing at the previous meeting or by written notice to members thirty (30) days prior to the meeting.

ARTICLE XI

Invalidity of By-Laws

The invalidity of any one or more of these By-Laws or of any portion or portions of any of these By-Laws shall not affect the remaining By-Laws which shall remain in full force and effect.

Any By-Law which shall have the effect of entitling a member to those rights granted under N. C. G. S. 55A-29 (b) shall be invalid.

ARTICLE XII

Section 1 - Effect of Non-Payment of Assessment -The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, there-upon becoming a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall pass to his successors in title.

If the assessment is not paid within thirty (30) days after the due date, a penalty fee not to exceed \$2.00 per month shall be added thereto and from that date interest at the rate of six (6) percent per annum may be add to the delinquent balance and penalty and the Association may bring an action at law against the property. There shall be added to such assessment, delinquent fee and interest, the cost of preparing and filing Complain in such action and in the event that Judgment is obtained, such Judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 2 - Subordination of the Lien to Mortgages - The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE XIII

Rules of Order and Procedure

Unless otherwise provided by the By-Laws, Roberts Rules of Order shall prevail in all parliamentary matters arising in the member's meeting and in the Director's meeting.

ADOPTED

- JUNE 30, 1973

Summary of By-law Amendments

| Date Approved | Purpose of Amendment |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| June 30, 1973 | Original By-laws adopted |
| August 31, 1974 | Article I, Section 3, was revised to provide for staggered elections of Board members. (4 one year; 3 the next) |
| September 3, 1977 | Article I, Section 7(a) was revised to delete requirement for 4 Board members to be a part of the quorum at meetings. Article II, Section 2 was revised to eliminate the prohibition of officers to serve more than two consecutive years. Article IV was revised to provide a new Section 5 calling for an election of a three-person audit committee each year. Article VIII was revised to add a new Section 4 relating to persons convicted of crime committed at Wildwood Point. |
| December 10, 1977 | Article I, Section 8 was revised to increase the assessment to \$40 effective April 1, 1978. |
| August 30, 1980 | Article II, Section 8(g) was revised to increase the limit the Board of Directors may spend for capital improvements without member approval from \$500 to \$1,500. Article II was revised to add a new Section 8(h) prohibiting any Board of Directors from selling or leasing Associations common property. |
| August 30, 1986 | Article II, Section 8(g) was revised to increase the limit the Board of Directors may spend for capital improvements without member approval from \$1,500 to \$3,000. |
| October 17, 1987 | Article I, Section 8 was revised to increase the assessment to \$50 effective April 1, 1987. |
| September 1, 1990 | Article II was revised to provide a new Section 9 indemnifying members of the Board of directors for actions taken in good faith during the performance of their duties. |
| October 28, 1997 | Article I, Section 8 was revised to increase the assessment to \$60 effective April 1, 1998. |
| September 5, 1998 | Article I, Section 3 was amended to change the annual fall meeting date to the third Saturday in September. |
| June 19, 1999 | Article IV, Section 5 was revised to provide for a four-member audit committee, with two members to be elected each year for a 2year term. |
| September 18, 1999 | Article I, Section 3 was clarified to provide that the regular time for both annual meetings could be changed by the Board provided appropriate notice was given. |
| January 7, 2006 | Article I, Section 8 was revised to increase the assessment to \$100 effective April 1, 2006. |
| September 20, 2008 | Article 1, Section 3 was revised to show meeting times to be 10:00 AM |
| September 19, 2009 | Section 8 (g) of Article II changed \$3,000 to \$10,000 |
| November 5, 2016 | Article I, Section 8 was revised to increase the assessment to \$150.00 effective April 1, 2017 |
| November 5, 2016 | IAW Article I, Section 7(b), a special assessment was voted on and approved in the amount of \$50.00 effective April 1, 2017 for purposes as laid out in the 5 Nov 16 ballot |

Wildwood Point Association Inc.

P.O. Box 88

Gasburg, VA 23857

www.telpage.net/wwp/

April 11, 2019

Policy and Procedures for Applying Article VI, Architectural Control, and Article VII, Building & Use Limitations, of the Wildwood Point Covenants and Restrictions.

This policy document supersedes architectural guidelines adopted by the Board of Directors on July 28, 2004. The covenants and restrictions of Wildwood Point limit the minimum size and type of dwelling by section, restrict use to single family residences, and further require property owners to submit proposed plans for any construction and alteration for prior approval in writing by the Wildwood Point Association. Property owners should first contact the Warren County Planning/Zoning & Code Enforcement department to apply for the required permits prior to submittal to the Wildwood Point Architectural Committee for review and approval. This protects homeowners from commencing any construction that is not in compliance with Association and Warren County regulations and ensures the harmony of external design and location in relation to surrounding structures and topography. The following policies and procedures are established for use in administering the provisions of Articles VI and VII of the covenants and restrictions which, are attached at the end of this document.

Submission of Plans for Approval

The below information provides guidance to assist all Wildwood Point property owners in preparing the required plans for construction and for submission to the Association Board's Architectural Committee for review and approval. This includes clearing lots, building a bulkhead, pier, boathouse, dock, deck, shed, fence, driveway, garage, carport, pool, trailer/double-wide, modular home, house, or addition. The plans MUST be approved prior to starting any construction.

An owner's plans to build a home, modify a home, or for placement of manufactured or modular homes are required, as a minimum, to meet construction building standards of Warren County Environmental Health Department and the Planning, Zoning & Code Enforcement Departments for such items as; foundations, footings, roof pitch/slope, crawl space closure, HVAC, electrical, plumbing and septic systems, access porch, steps and safety rail. In addition, no residential dwelling shall be located nearer than 35 feet to the front property line nor nearer to the roadway than the setback line which is indicated on the recorded plat. No residential dwelling shall be located nearer than 10 feet from any side lot line nor 25 feet from rear line. All residential dwellings must have a minimum enclosed living area of 720 sq. feet exclusive of open porches or attached garages. Plans that are returned disapproved or requiring additional information shall be resubmitted and approved prior to starting construction. Exterior construction should be completed within 6 months of initiation of the project, and performed safely and without damage to adjacent properties.

Sheds/accessory buildings shall not be located nearer than 35 feet to the front property line nor nearer to the roadway than the setback line which is indicated on the recorded plat. No Shed/accessory buildings shall be located nearer than 10 feet from any side lot line nor 10 feet from rear line. Sheds/accessory buildings over 144 square feet (12' x 12') require a building permit and may require a zoning permit from Warren County Planning/Zoning & Code Enforcement department. Sheds/accessory buildings under 144 square feet (12' x 12') size do not require a building permit from Warren County Planning/Zoning & Code Enforcement department but may require a zoning permit or electrical permit if electric service is to be added. Submission of plans to Wildwood Point Association is still required for all sheds/accessory buildings regardless of square footage.

Submittals to the Association Must Include:

- An electronic copy of the plans for construction should be submitted to the Association Board's Architectural Committee or two hard copies of the plans for construction should be submitted; one copy to be returned approved to the property owner and one copy to be retained for Association records.
- Site plan must reflect specific locations and dimensions of both existing and new construction with dimensions from all property boundaries. A legible hand drawn sketch on a photocopy of the plat is acceptable. Adjacent property set back dimensions and any property easements shall be clearly shown on the site plan. Major construction or home placement should include proposed locations of well, septic tank and field drain, driveway, water lines, electric, phone, and TV cable paths.
- Description of homes must specify:
 - a. Exterior construction materials (i.e. brick, wood, siding, block & stucco, concrete, etc.)
 - b. Exterior dimensions and general style (i.e. 1 or 2 story; basement or crawl space; ranch, cape cod, 1 1/2 story w/ dormers, etc.)
 - c. Type of roof, pitch/slope and material.
 - d. If manufactured housing, specify the building code standards used by the manufacturer.
 - e. Ideal plans include, but do not require, detailed construction plans including room sizes.
- Listing of appropriate permits that were obtained and statement that construction shall comply with all building codes and requirements by the applicable regulatory agencies. We recommend including a copy of the building/construction permit approved by the County or regulating agency to speed up the Association review process.
- Owners (not contractors, or sales agents) must submit requests for approval to Wildwood Point Association, Inc. on all construction requiring permits. The property owner shall forward a signed cover letter of request to the Association for review and approval action if a contractor, architect, realtor, or other agent of the

owner actually submits plans.

Residential Construction or Manufactured Housing Placed as "permanent dwellings" in Restricted Sections B, C, D, E, and Lots numbered 3 through 93 in Section A.

The following are the minimum standards for building or placing housing in the restricted sections of Wildwood Point:

- a. Each home shall be permanently installed on, and enclosed with, a masonry foundation and shall be connected to permanent sewer, water, and electrical utilities, and shall have the approval of the Warren County Environmental Health Department and the Planning, Zoning & Code Enforcement Departments.
- b. All equipment used for transporting the home to the permanent site; i.e.; wheels, axles, springs, hitch, etc., shall be removed from the home site after installation.
- c. Manufactured homes must carry North Carolina Department Verification Seal of Approval of North Carolina Residential Building Code Compliance. (Housing which meets the lesser standards promulgated by the U.S. Department of Housing and Urban Development [HUD] for manufactured or mobile housing is acceptable for placement in Sections F, G, T, and lots 3 through 44 in Section F, but does not meet the standard for the restricted sections.) Site built homes must comply with the building codes and construction standards of the North Carolina Building Code referenced by the County Planning, Zoning and Code Enforcement Dept.
- d. To preserve the predominant character of the neighborhood, each permanent home shall have a roof of not less than 5/12 pitch, and covered with commonly accepted roofing material used in conventional home construction. A complex architecturally designed and engineered roof or a roof of unique materials may be considered. Under no circumstances will doublewides with rooflines of less than 5/12 pitch, although meeting HUD standards for manufactured or mobile homes, be approved for placement as a permanent dwelling in the restricted sections.
- e. Consistent with North Carolina Building Code, primary entry doors requiring steps or stairs for access must have an entry stoop, landing or porch of at least 3' x 3' to allow for the opening sweep of the entry door or a screen or storm door. Pre-cast mobile home steps or trailer stair units positioned in front of entry doors do not meet this requirement.

The Board of Directors adopted these guidelines for implementation beginning April 11, 2019.

Mike Ernzen
President
Wildwood Point Association

Debbie Ernzen
Secretary
Wildwood Point Association

**Article VI, Architectural Control, and Article
VII, Building & Use Limitations, of the Wildwood Point Covenants and
Restrictions.**

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said board or its designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and the Article will be deemed to have been fully complied with.

Book 222 - Page 58

ARTICLE VII

BUILDING AND USE LIMITATIONS

Section 1. All lots in Section B, C, D, and E of Wildwood Point Subdivision shall be limited to residential use. Lots numbered 8 through 91, inclusive in Section A of Wildwood Point Subdivision shall be limited to residential use.

No building shall be erected, altered, placed or permitted to remain on any residential lot other than one or two family dwelling and private garages or out-buildings incidental thereto. All dwellings must have a minimum enclosed living area of 720 sq. ft. exclusive of open porches or attached garages. All structures shall be completed on the exterior within six (6) months from start of construction. No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuilding shall be occupied or stored on any residential lot either temporarily or permanently. No residence structure shall be located nearer than 35 feet to the front property line, nor nearer to the roadway than the setback line which is indicated on the recorded plat. No residence structure shall be located nearer than 10 feet from any side lot line. No sign or any kind of advertising device shall be displayed to the public view on any residential lot except one professional sign of not more than one (1) foot square, other than signs used by a builder to advertise a new home previously unoccupied.

Section 2. Lots numbered 1 through 7 inclusive in Section A and lots numbered 1, 2, 45 and 46 in Section F may be used for either commercial or residential purposes. Business establishments situated thereon shall be limited to retail sales, service, and uses normally

permitted in commercial districts. Smoke, odor or excessive noise which would be offensive to adjoining residential areas shall not be permitted.

Section 3. Lots numbered 3 through 44 inclusive in Section F and all lots in Section T may be used for either residential or camping purposes. On each of said lots the owner shall be permitted to place temporary or seasonal living quarters for vacation and recreational use but in no event shall any permanent or year round residence be erected having an enclosed living area of less than 720 square feet.

Section 4. No animals, livestock or poultry of any kind shall be raised or kept on any lot except dogs, cats or other household pets provided that they shall not be so maintained for any commercial purpose.

Trash, garbage or any other waste material shall be kept in sanitary containers or incinerators. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Book 222 - Page 59

All structures intended for occupancy must be equipped with inside plumbing facilities. All sanitary plumbing and wells shall conform with the minimum requirements and be approved by the Health Department of Warren County, North Carolina.

Section 5. Easements. Easements are reserved along and within 10 feet of the rear line and sidelines of all original lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones and other public and quasipublic utilities and drainage and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress to and egress from and across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property lines in cases of fractional lots. The person owning more than one lot may build on such lot line and the easement shall be inoperative as to said line provided that such building shall be placed thereon prior to the instigation of use of this easement for one of the foregoing purposes.

It shall not be considered a violation of the provision of easement if wires or cables carried by such pole lines pass over some portion of said properties not within the five foot wide easement as long as such lines do not hinder the construction of buildings on the property.

Section 6. Variance. The purpose of the foregoing Building and Use Limitations being to insure the use of the properties for attractive residential uses, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desirability of the community and thereby secure to each owner the full benefits and enjoyments to his home with no greater restriction upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners. Any reasonable change, modification or addition to the foregoing shall be considered by the Developer and the Association and if so approved will then be submitted in writing to the abutting property owners and if so consented to in writing shall be recorded and when recorded shall be as binding as the original Covenants.

The foregoing Building and Use Limitations shall not apply to the Common Properties.