

Jade Point Homeowners Association Inc.

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NORTH CAROLINA
CARTERET COUNTY

RESTRICTIVE COVENANTS
JADE POINT SUBDIVISION

This DECLARATION OF RESTRICTIVE COVENANTS made and entered into this 8th day of August 2000, by present owners, WESLEY C. LONG AND CAROL C. LONG of Carteret County, North Carolina and hereinafter collectively called "DEVELOPER" for their use and benefit and for the use and benefit of all future property owners, and others as stated herein in the hereinafter described properties.

1. This DECLARATION shall run with the land and shall bind and inure to the benefit of the owners of any portion of the following described lands and any other party or entity stated herein:

Lying and being in Straits Township, Carteret County, North Carolina, and being all of Jade Point Subdivision, as the same is identified and shown on that map of James I. Phillips, Registered Surveyor, recorded in Map Book 29, Page 763, Carteret County Registry.

2. The lands described in this DECLARATION are specifically restricted to single family residential use only. No noxious or offensive activity shall be carried on upon any property subject to this DECLARATION.

3. This DECLARATION prohibits any commercial activity on any of the lands described herein. Provided, however, nothing contained herein shall in any way restrict DEVELOPER'S activities in developing and promoting the subject lands.

4. THIS DECLARATION prohibits any modulars, mobile homes, trailers, habitable motor vehicles of any nature to be occupied on any property subject to this DECLARATION. No such travel trailers, habitable motor vehicles or boats shall be stored on the herein described premises or any addition thereto, unless the place of such storage is to the rear of the principal use structure on the property. No junk automobiles or portions thereof, no non-operative, unlicensed vehicles of any nature, nor any vehicle dismantling or repairing is permitted on the property subject to this DECLARATION. No vehicle shall be occupied overnight on the subdivision streets.

5. This DECLARATION prohibits the accumulation or storage of any rubbish, trash, or debris or unused construction material on the property subject to this DECLARATION. Construction debris shall be removed no later than fourteen (14) days following substantial completion of a construction project on any property subject to this DECLARATION.

6. This DECLARATION prohibits walls, fences and/or hedges grown or utilized as barriers, from exceeding four (4) feet maximum height above ground elevation. Front yard fences are further restricted to not more than three (3) feet maximum height above ground level elevation and said front yard fences are further prohibited from being chain link or the solid, opaque barrier types.

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7. This DECLARATION prohibits the keeping of any animals, fowl, livestock or barnyard animals on any property subject to this DECLARATION, excepting only normal household pets of no more than two (2) dogs and two (2) cats that customarily reside in homes. Those permitted pets shall not be allowed to run loose, but shall be restricted at all times by leash or fenced yard.

8. This DECLARATION prohibits any sign, billboard or advertising placard of any kind erected or allowed to remain on any property subject to this DECLARATION, or any addition thereto, provided, however, that individual property owners may identify the property address by a small, dignified sign, and a single "For Sale" sign not exceeding two (2) feet by three (3) feet in size may be erected non-permanently on each lot. Nothing contained herein shall prohibit DEVELOPER from erecting such identifying and/or informational signs during property development stages.

9. This DECLARATION specifies that no house or other permitted structure shall be constructed with a first floor elevation at a height of seven (7) feet or higher without a minimum coverage of three (3) sides of lattice work approved by the DEVELOPER.

(b) No house or other permitted structure which is built on a normal height foundation which foundation is not constructed of brick or stone, or which foundation is constructed of other materials is not covered on the exterior surface by brick, stone or brick or stone veneer will be allowed.

10. This DECLARATION provides minimum set back lines within which all structures must be constructed without encroachment. These set back lines are depicted on the recorded plat (s) of any property subject to this DECLARATION. Such set back lines are incorporated into this DECLARATION herein by reference.

11. The DEVELOPER reserves the right to subject the real property in this subdivision to a contract with Carteret-Craven Electric Corporation for the installation of street lighting, which requires a continuing monthly payment to Carteret Craven Electric Corporation by each residential customer.

12. This DECLARATION reserves an easement for utility purposes along the portion of a property fronting on any platted street within the subject property. This utility easement is ten (10) feet in width, contiguous with all platted streets.

13. This DECLARATION prohibits the use of any temporary structure. Detached garages and/or storage sheds are permitted provided that they shall be designed and constructed in a style and a material consistent with the style and materials of the main dwelling unit, and in no event shall more than one (1) detached structure per lot be permitted. Any storage shed shall not exceed 250 square feet in size. If a garage, detached or otherwise, is constructed on the subject property such garage shall have a minimum size

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To house one (1) full sized passenger automobile and shall not exceed a maximum size sufficient to house three (3) full sized passenger automobiles. Any storage shed built in conjunction with a detached garage or a garage incorporated into the main dwelling, shall not be of a size to exceed the 250 square feet stated herein.

14. This DECLARATION grants to the DEVELOPER the exclusive right and privilege to dedicate any or all of the roads constructed on the property subject to this DECLARATION as public ways, maintained and controlled by the appropriate regulatory body. Such public dedication compels each land owner to maintain, at their expense, the shoulders of any highway right-of-way adjoining their property in such a manner as shall conform to the then established regulatory standards of the regulatory body.

(b) This DECLARATION prohibits the owners of lots 1, 2, 3, 4, 5, 6, 7, 9, 45 and 46 from utilizing the Dills Point Road to access their property. Property owners are to use Jade Street.

15. This DECLARATION permits the owner of multiple contiguous lots to construct a single dwelling overlapping interior lot lines, and such overlap shall not be a violation of any of these covenants, provided, however, that once such multiple lot construction takes place, then said multiple lots become one (1) single land unit and further re-subdivision is not permitted, and all restrictions contained herein shall then apply to that single land unit as a single lot.

16. This DECLARATION provides for minimum enclosed living space for each dwelling as specified hereinafter in this item. For purposes of this item, minimum enclosed living areas shall be heated area, exclusive of all carports, garages (detached or otherwise) attics, porches, patios and decks.

No construction shall be permitted on the property wherein the main structure utilizes a flat-top roof. The main portion of the house shall have a roof of not less than 5/12 pitch. Any shed or porch may have a pitch of less than 5/12 but shall not be a flat roof.

No pre-built or modular homes shall be permitted on the property covered by these COVENANTS without the express written consent of the DEVELOPER, which consent shall not be necessary after January 1, 2010. No house or other structure over three (3) years old which was built off-site shall be moved onto the property.

(a) Every one (1) story dwelling constructed in the subdivision subject to this DECLARATION, which dwelling does **not** have an attached carport or attached garage, must contain at least 1,400 square feet of enclosed living space;

(b) Every one (1) story dwelling constructed in the subdivision subject to this DECLARATION, which dwelling does have an attached carport or garage must contain at least 1,300 square feet of enclosed living space;

(c) Every split-level dwelling (1½ stories) constructed in the subdivision subject to this DECLARATION, which dwelling does not have an attached carport or attached garage, must contain a least 1,650 square feet of enclosed living space.

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(d) Every split-level dwelling (1 1/2) stories constructed in the subdivision subject to this DECLARATION, which dwelling does not have an attached carport or attached garage, must contain at least 1,550 square feet of enclosed living space;

(e) Every two (2) story dwelling constructed in the subdivision subject to this DECLARATION, which does not have an attached carport or attached garage, must contain at least 1,800 square feet of enclosed living space;

(f) Every two (2) story dwelling constructed in the subdivision subject to this DECLARATION, which dwelling does have an attached carport or attached garage, must contain at least 1,700 square feet of enclosed living space.

17. Any driveway connecting a dwelling, carport or garage to any subdivision street shall be constructed of concrete at least 3 1/2 inches thick, and the travel portion shall be at least ten (10) solid feet wide. There shall be no "runner" type of construction permitted whereby a tract or runner is poured for each wheel of a vehicle.

18. There shall be only one curb cut per lot. No breaks in the curbs shall be permitted for waste water drainage from house downspouts or gutters.

19. Any construction commenced on the property subject to this DECLARATION shall be completed within twelve (12) months from its start. For purposes of this item, the commencement of construction shall be the date of the issuance of the building permit or actual commencement of the construction of the improvements, whichever comes earliest. Completion shall include completion of the exterior of the building, landscaping, finish planting, construction of the driveway, final trash cleanup, the issuance of a certificate of occupancy, and the installation of permanent electric service.

20. For any lot within the property subject to this DECLARATION no more than 6,431.53 square feet of any lot, including that portion of the right-of-way between the edge of the pavement and the front lot line, shall be covered by impervious structures, including asphalt, gravel, concrete, brick, stone, slate, or similar material, not including wood decking or the water surface of swimming pools. This COVENANT is intended to ensure continued compliance with the stormwater permit issued by the State of North Carolina. The COVENANT may not be changed or deleted without the consent of the State.

No one may fill in or pipe any roadside or lot -line swale, except as necessary to provide a minimum driveway crossing.

For curb or gutter projects, no one may pipe, fill in or alter any lot line swale used to meet North Carolina Stormwater Management Permit Requirements.

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21. The DEVELOPER has created two common areas for the beneficial enjoyment of the lot owners.

A. An area with a pier extending into North Leffers Creek has been established for recreational activities.

B. An area has been designated to beautify the entrance to the subdivision. A sign identifying the subdivision will be placed at the entrance.

22. The DEVELOPER has elected to create an OWNERS ASSOCIATION herein referred to as the "ASSOCIATION" which shall be incorporated as a nonprofit corporation under the laws of the State of North Carolina. Each lot owner in Jade Point Subdivision shall be a mandatory member of the Association and each lot shall be entitled to one vote on all matters for which the Association was established. The DEVELOPER shall convey title to the common areas and facilities to the Association, and the Association shall have the right to levy uniform assessments against each lot in Jade Point Subdivision for the maintenance and up keep of such common areas and facilities including the pier and the subdivision sign. Any assessments established by the Association shall constitute liens of each lot until paid, which lien may be judicially foreclosed. The DEVELOPER shall also have the right to adopt such rules, regulations and by laws regarding the operation and administration of the Association as deemed necessary by the DEVELOPER.

23. This DECLARATION and its terms and conditions may be enforced by the DEVELOPER, any individual property owner within the subject property. In addition, the State of North Carolina has enforcement rights limited specifically to item 20 above. Enforcement of this DECLARATION shall include but not be limited to the right to seek removal or relocate on of any violating structure or portion thereof, specific performance and/or monetary damages.

24. The invalidation of any one of these covenants or the terms thereof by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

25. This DECLARATION shall continue in full force and effect until 12:00 noon on January 1, 2025, on which date they shall automatically extend for an additional period of twenty-five (25) years unless a document terminating or modifying this DECLARATION is signed by a majority of the then individual property owners of the land subject to this DECLARATION, or any amendment thereto, and is recorded in the office of the Register of Deeds, Carteret County, North Carolina, under Jade Point Subdivision, as grantor.

26. This DECLARARION provides that all of the covenants, restrictions, reservations, easements and privileges contained herein shall run with the land and the Grantee of any conveyance of property subject to this DECLARATION accepts the same subject to this DECLARATION and its terms and conditions and agrees for himself, his heirs, legal representatives, assigns and successors to be fully bound by each and all the terms

RESTRICTIVE COVENANTS
JADE POINT PAGE 6

and conditions of this DECLARATION, jointly, separately and generally.

IN WITNESS WHERE, WES-DON INVESTMENTS, INC., has caused this instrument to be signed in its corporate name, by its President Wesley C. Long, and attested by its Secretary, Carol C. Long, with its corporate seal hereto affixed; and Carol C. Long, with its corporate seal hereto affixed; and Carol C. Long, individually, this 8th day of August 2000.

BOOK 888 PAGE 382

IN WITNESS THEREOF, WES-DON INVESTMENTS, INC., has caused this instrument to be signed in its corporate name, by its President Wesley C. Long, and attested by its Secretary, Carol C. Long, with its corporate seal hereto affixed; and Carol C. Long, with its corporate seal hereto affixed; and Carol C. Long, individually, has caused this instrument to be signed in her name, the year and date first above written.

WES-DON INVESTMENTS, INC.

By: _____
Wesley C. Long

Carol C. Long

NORTH CAROLINA
CARTERET COUNTY

I, Notary Public of the County and State aforesaid, certify that Carol C. Long personally came before me this day and acknowledged that she is Secretary of WES-DON INVESTMENTS, 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 her as its secretary.

Witness my hand and official seal, this 8th day of August 2000.

Vauin O. Brown
Notary public

My commission expires: March 9 , 2001

NORTH CAROLINA
CARTERET COUNTY

I, a Notary public of the County and State aforesaid, certify that Carol C. Long personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, this 8th day of August 2000.

Vauin O. Brown
Notary public

My commission expires: March 9 , 2001

EXHIBIT "A"

JADE POINT SUBDIVISION
OWNERS ASSOCIATION

1. Association The owners of all lots in Jade Point Subdivision, as shown on the map thereof recorded in Map Book _____, Page _____, Carteret County Registry, by the acceptance and recording of the deed for the lot shall become members of the Association. The owner reserves the right to itself and its successors and assigns to constitute owners of lots in other sections of the Jade Point Subdivision members of the Association.

2. Maintained Areas The common areas designated as a recreational park and the subdivision entrance, including the pier and the subdivision sign.

3. Association the Association shall charge dues and assessments for repair and maintenance of the common areas.

4. Membership and Voting Rights

A. The owner of each lot in the subdivision shall be a member of the Association.

B. Membership shall be appurtenant to and may not be separated from ownership of a lot.

C. Persons or entities which hold an investment in a lot merely for security for the performance of an obligation shall not be members.

D. The owner of a lot in any section of the subdivision shall have one (1) vote at all meetings of the membership of the Association. If one (1) person or entity owns more than one (1) lot, such person shall have as many votes as he (they) have lots. When more than one (1) person or entity holds an interest in any one (1) lot, only one (1) vote shall be allowed.

E. Members may vote either in person or by proxy, but if by proxy, the same must be in writing and delivered to the Secretary of the Association prior to, or at the start of, the meeting at which the proxy is to be exercised. Every proxy shall be revocable and shall automatically cease upon the conveyance of the member of his interest in any lot. Cumulative voting is prohibited.

5. Meetings of Membership

A. The annual meeting of the members of the Association shall be held between June 1 and June 15 in Carteret County, North Carolina, with the specific date, time and place to be determined by the President of the Association.

B. The presence at a meeting either in person or by proxy of one fourth (1/4) of the total votes entitled to vote shall constitute a quorum for the transaction of all business except such as may otherwise expressly be provided for in this instrument.

EXHIBIT "A"

C. Special meetings of the membership may be called at any time, either by the President or five (5) members.

D. All meetings shall be held in Carteret County, North Carolina, and held at a time, date and place which will be convenient for a majority of the members as determined by the Board of Directors.

E. Seven (7) days written notice must be given all members of the annual or of any special meeting of the membership, but this requirement may be waived in writing.

6. Officers

A. The Association shall have three (3) officers: a President, Vice-President and a Secretary-Treasurer. At the first meeting of the membership and at every annual meeting thereafter, the officers of the Association shall be elected to serve for a term of one (1) year or until their successors have been elected and taken office.

B. The President shall act for the Association, but shall not have the authority to obligate the credit of the Association or members thereof without authorization from the Board of Directors.

C. All checks written on any bank account of the Association shall be signed both by the Secretary/Treasurer and by either the President or Vice-President.

7. Board of Directors

A. The number of directors shall be five (5), two (2) of whom shall be the officers of the Association and the others who shall be elected annually for a term of one (1) year by the membership at the annual meeting of the membership of the Association.

B. Routine business of the Association shall be conducted by the Board of Directors.

C. Meetings of the directors shall be held at such time and in such places as the directors shall determine from time to time.

D. Vacancies on the Board of Directors shall be filled by remaining Board members to serve the unexpired term.

8. Removal of Officers and Directors Any one (1) or more members of the officers or directors may be removed at any time, without specifying any cause, by a majority vote of the membership at any properly called meeting of the membership. Upon the removal of any officer or director, the membership at the same meeting shall elect a replacement to fill the unexpired meeting.

9. Dues and Assessments

A. Each owner of a lot in the subdivision by acceptance of a deed to same, shall be conclusively evidenced by the recording of

EXHIBIT "A"

the same in the office of the Register of Deeds of Carteret County, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association such annual dues and special assessments including special assessments for improvements as shall be established from time to time by the membership of the Association. Such annual dues and special assessments, together with interest, costs and reasonable attorney fees, shall be charged against said lot and shall be a continuing lien on the property against which each assessment is made, until paid.

B. The dues and assessments shall be used exclusively to repair and maintain the common areas heretofore described.

C. The lien of the annual dues and any special assessment provided for herein shall be subordinate only to the lien of any mortgages against said lot.

D. No sale or transfer of any lot shall affect the lien for unpaid dues or special assessments against said lot.

E. Annual dues shall be due annually in advance, and shall be due and payable on the 1st day of January of each year.

F. Until the same may be changed in the manner hereinafter provided for, the amount of the annual dues of the Association shall be the sum of fifty (50) dollars per lot. The amount of the annual dues for each year shall be fixed each year by the Board of Directors prior to the annual meeting of the membership held during the year prior to the year for which the dues are levied. The notice of each annual meeting shall inform members of the amount at which the annual dues for the coming year have been fixed.

G. Dues and special assessments must be fixed at a unit rate for all lots. The obligation to pay annual dues shall commence upon the sale of ten (10) lots or January 1, 2005 whichever shall occur first.

H. In addition to the annual dues, the Association may levy a special assessment or assessments for the purpose of defraying, in whole or part, for any emergency repair work, provided, however, that any such special assessments must have the assent of two-thirds (2/3) of the membership of the Association at a meeting duly called for this purpose and for which the notice of the meeting clearly states that a vote is to be held on whether to levy such special assessments.

I. Any annual dues or special assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of interest per annum established by resolution of the Board of Directors which rate of interest shall not exceed eighteen (18) percent per annum.

Retyped copy Jan 14, 2011
Unchanged

Melanie Arthur 3P
Carteret County
JL Date 08/04/2004 Time 15:59:00
GR 106885

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NORTH CAROLINA, CARTERET COUNTY
The foregoing certificate(s) of Notary Public(s) is/are
certified to be correct. This instrument and this certi-
fication are duly registered at the date and time and in
the Book and Page shown on the first page hereof.

Melanie Arthur, Register of Deeds
By _____
Asst/Deputy, Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

Prepared by Harris Law Firm, PLLC

AMENDMENT TO RESTRICTIVE COVENANTS
JADE POINT SUBDIVISION

THIS AMENDMENT is made this the 4 day of August, 2004, by WES DON INVESTMENTS, INC., a North Carolina corporation and CAROL CHADWICK (formerly known as CAROL C. LONG), (hereinafter referred to as Declarants) and current and future Lot Owners of JADE POINT SUBDIVISION, as the same appears in that plat of record in Map Book 29, Page 763, Carteret County Registry.

KNOW ALL BY THESE PRESENTS:

That whereas, Declarants have recorded Restrictive Covenants for the above reference subdivision in Book 888 at page 382, (hereinafter referred to as "The Covenants") and the Covenants in Section 25 provide that a majority of the lot owners may modify the Covenants;

and whereas, Declarants own more that 50% of the Lots in Jade Point Subdivision and wish to modify the Covenants to correct typographical errors and to clarify certain portion of the Covenants that are contradictory;

NOW, THEREFORE, Declarants does hereby declare The Covenants are modified and amended and all of the lots located within JADE POINT SUBDIVISION, as the same appears in that plat of record in Map Book 29, Page 763, Carteret County Registry shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the original Covenants and this amendment and the Covenants and this amendment shall be deemed to run with the land and shall be a burden and a benefit to the Declarants, their successors and assigns, and any person or entity acquiring or owning an interest in the real property and improvements, or any subdivision thereof, their grantees, successors, devisees, heirs, executors, administrators and assigns. The Covenants shall be amended as follows:

1. Section 4 is amended by deleting the first sentence entirely and replacing it with the following 2 sentences:

THIS DECLARATION prohibits mobile homes, trailers and habitable motor vehicles of any nature to be occupied on any property subject to this DECLARATION. THIS DECLARATION also prohibits the placement of any modular homes on any lot in the subdivision, unless said modular homes are approved by Developer in accordance with Section 16 herein.

The remainder of Section 4 shall not change.

2. Section 16. (a) is amended by deleting it entirely and replacing with it the following:

(a) Every one (1) story dwelling constructed in the subdivision subject to this DECLARATION, which dwelling does not have an attached carport or garage must contain at least 1,400 square feet of enclosed living space.

In all other respects the Covenants and the other restrictions and obligations contained therein shall remain as originally written and is incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Declarants have hereunto set their hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers by authority of its Board of Directors, the day and year first above written.

WES DON INVESTMENTS , INC.

By: Wesley C. Long
President

Carol Chadwick (SEAL)
CAROL CHADWICK (formerly known as CAROL C. LONG)

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, ELIZABETH D HORNE, a Notary Public of the aforesaid County and State, do hereby certify that CAROL CHADWICK (formerly known as CAROL C. LONG) personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 4 day of August, 2004.

ELIZABETH D. HORNE
NOTARY PUBLIC

My Commission Expires: 2-1-09

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, ELIZABETH D HORNE, a Notary Public of the aforesaid County and State, do hereby certify that WESLEY C. LONG, personally came before me this day and acknowledged he is the President of WES DON INVESTMENTS, INC., a North Carolina corporation, and that he, as president being authorized to do so, executed the foregoing instrument on behalf of the corporation.

WITNESS my hand and official stamp or seal, this the 4 day of August, 2004.

ELIZABETH D. HORNE
NOTARY PUBLIC

My Commission Expires: 2-1-09

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