

**SECOND AMENDED AND CONSOLIDATED COVENANTS AND RESTRICTIONS
CEDAR POINT, SECTION ONE, SECTION ONE A,
SECTION TWO, SECTION THREE,
AND SECTION FOUR.**

WHEREAS, the subdivision of CEDAR POINT has been developed in sections: SECTION ONE being shown on that certain plat entitled "Cedar Point, Section One, Chuckatuck Magisterial District, Nansemond County, Virginia," dated June 21, 1965, made by Baldwin and Gregg, Engineers, Surveyors and Planners, and recorded in the Clerk's Office of the Circuit Court of the City of Suffolk (formerly Nansemond County), Virginia, in Plat Book 15, pages 3 and 34; SECTION TWO being shown on that certain plat entitled "Cedar Point, Section Two, Chuckatuck Magisterial District, Nansemond County, Virginia," dated March 20, 1968, made by Baldwin and Gregg, Engineers, Surveyors and Planners, and recorded in the Clerk's Office of the Circuit Court of the City of Suffolk (formerly Nansemond County), Virginia, in Plat Book 15, page 58; SECTION THREE being shown on that certain plat entitled "Cedar Point, Section Three, Chuckatuck Magisterial District, Nansemond County, Virginia," dated October 14, 1971, made by Baldwin and Gregg, Engineers, Surveyors and Planners, and recorded in the Clerk's Office of the Circuit Court of the City of Suffolk (formerly Nansemond County), Virginia, in Plat Book 18, page 21; SECTION FOUR being shown on that certain plat entitled "Cedar Point, Section Four, Chuckatuck Magisterial District, Nansemond County, Virginia," dated June 1, 1973, made by Baldwin and Gregg, Engineers, Surveyors and Planners, and replat of Lots 143, 144, and 145 dated March 4, 1977, recorded in the Clerk's Office of the Circuit Court of the City of Suffolk (formerly Nansemond County), Virginia, in Plat Book 1, pages 6 and 7, and Plat Book 3, page 62; and SECTION ONE A being shown on that certain plat entitled "Cedar Point, Section One A, Chuckatuck Magisterial District, Nansemond County, Virginia," dated October 6, 1971, made by Baldwin and Gregg, Engineers, Surveyors and Planners, and recorded in the Clerk's Office of the Circuit Court of the City of Suffolk (formerly Nansemond County), Virginia, in Plat Book 18, page 20; and

WHEREAS, each section that has been platted and developed has been made subject to certain COVENANTS AND RESTRICTIONS which have been recorded in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia, SECTION ONE being recorded in Deed Book 300, page 641; SECTION TWO being recorded in Deed Book 313, page 452; SECTION THREE being recorded in Deed Book 351, page 470; SECTION FOUR being recorded in Deed Book 2, page 404; and SECTION ONE A being recorded in Deed Book 351, page 465; and

WHEREAS, the AFORESAID COVENANTS AND RESTRICTIONS for each of the above referenced SECTIONS provides that the Covenants and Restrictions shall run with the land and be binding on all parties and all persons claiming under them until January 1, 1995, at which time the said covenants and restrictions shall be automatically extended for further successive periods of ten (10) years each, and also provides for changing the said covenants and restrictions by a MAJORITY of the owners of lots shown on the respective plats; and

WHEREAS, by AMENDED AND CONSOLIDATED COVENANTS AND RESTRICTIONS executed October 19, 1993, recorded in Deed Book 386 at page 809, a majority of the owners of lots shown on Plats of Cedar Point, Sections One, One A, Two, Three, and Four modified and recorded AMENDED AND CONSOLIDATED COVENANTS AND RESTRICTIONS and now wish to further modify and consolidate the COVENANTS AND RESTRICTIONS as provided for in the original DECLARATION OF COVENANTS AND RESTRICTIONS and the AMENDED AND CONSOLIDATED COVENANTS AND RESTRICTIONS effective January 1, 2005; and

WHEREAS, the purpose of the following SECOND AMENDED CONSOLIDATED COVENANTS AND RESTRICTIONS is to enhance the value, desirability, and attractiveness of Cedar Point;

NOW, THEREFORE, we, the undersigned, being owners of a majority of the lots shown on the plats of CEDAR POINT, SECTION ONE; CEDAR POINT, SECTION TWO; CEDAR POINT, SECTION THREE; CEDAR POINT, SECTION FOUR; and CEDAR POINT, SECTION ONE A, do hereby declare and place upon the said land shown on said plats the following SECOND AMENDED AND CONSOLIDATED DECLARATION OF COVENANTS and RESTRICTIONS, CEDAR POINT, SECTIONS ONE, TWO, THREE, FOUR, and ONE A, as further amendment of the Amended and Consolidated Covenants and Restrictions referred to above previously recorded and applicable to the said plats and lots shown thereon, to run with the title to said land, and the owners of any lot shown on said plats and the grantee of any deed conveying any lot or lots, parcels or tracts shown on said plats or any portions thereof shall be deemed by acceptance of such deed to have agreed to all such SECOND AMENDED AND CONSOLIDATED COVENANTS AND RESTRICTIONS, and to have covenanted to observe, comply with, and be bound by all such covenants and restrictions, as follows:

ARTICLE I DEFINITIONS

1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot in the aforesaid sections of Cedar Point, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2. "Association" shall refer to the Cedar Point Association, Inc., a non-stock Virginia corporation of owners of lots in Cedar Point which has the authority to enforce these covenants and restrictions and maintain the entrance area at Cedar Point.

3. "Member" shall mean and refer to every person who is a member of the Association. Membership shall require payment of dues as required by the Board of Directors and may include Owners and the Cedar Point Club, Inc.

4. "Board of Directors" shall refer to the Board of Directors of the Cedar Point Association, Inc.

ARTICLE II PROHIBITED USE RESTRICTIONS

1. The term "lots" as used herein shall refer to the numbered lots as shown on said plats. The lots shown on said plats shall be used for residential purposes only. No structure shall be erected or permitted to remain on any lot or building site on said land other than one detached single-family residence, including in such residence, any above garage living quarters for domestic servants.

2. No building site shall consist of less than one (1) lot as shown on said plat, but one (1) lot plus part or all of any adjoining lot may be used as one (1) building site.

3. A guesthouse having no more than seven hundred fifty (750) square feet of floor space for the sole use of bona fide guests and not for use as a full-time residence may be constructed on a lot or building site of Section One along with or subsequent to the construction of a residence. Notwithstanding any provision to the contrary herein contained, a guesthouse without garage and having not more than nine hundred (900) square feet of floor space and of a design, size, facilities, and location approved by the Association as herein provided may be constructed and used by the lot owner and bona fide guests on the following lots shown on said plat of Section One: Lots Nos. 24, 25, 26, 31, 32, 33, 34, 41, 42, 43, 48, 49, 50, 51, 52, 53, 54, 59, 61, 62, and 63, and the construction and use of guesthouses on these lots may be prior to the construction of a residence.

4. No residence shall be erected with less than two thousand (2,000) square feet of floor space in case of a one-story building, or less than two thousand four hundred (2,400) square feet in case of a split-level or one and one-half story building; or less than two thousand eight hundred (2,800) square feet in case of a two-story building, all exclusive of garages, porches, patios, decks, balconies, breezeways, basements, and attics.

5. Construction on any dwelling once started shall proceed with all haste until completed, with construction being completed within one (1) year after the initiation of construction.

6. Exterior colors and materials must be in harmony with one another and in muted color tones. Bright colors and colors such as baby blue, pink, and exotic hues are not acceptable.

Placement of structures and exterior materials shall be harmonious and consistent with the neighborhood as determined by the Board of Directors and Architectural Committee of the Association (hereinafter the "Architectural Committee").

7. No structure or exterior modification to a structure as defined by the Commonwealth of Virginia BOCA Code, as amended, including but not limited to greenhouses, screened enclosures, decks, fences, and swimming pools, shall be erected or placed on any building site until the written design, elevation plans, height, length, and location of same on said site shall have been first approved by the Architectural Committee of the Association, in writing. Such approval shall be without cost to the building site owner; provided, however, that if the written design, elevation plans, height, length, and location of any of same are not approved or disapproved in writing within forty-five (45) days from the time same are submitted for approval, such approval shall be presumed. For the purposes of this section, in no case shall detached buildings, including garages, be permitted.

8. Setback/building lines for all lots in each section shall be as shown on the recorded plats referenced above, and are summarized and briefly described as follows: Section One: front 40 feet, rear, if along the golf course, 25 feet or 30 feet depending on lot location; Section One A: front 50 feet, rear 25 feet; Section Two: front 40 feet, rear, if along the golf course, 40 feet; Section Three: front 50 feet; Section Four: front 50 feet, rear, if along the golf course, 40 feet. The above summary is intended to be accurate, however each Owner is directed to the above-referenced plats for an official description of the setback/building lines affecting the lots. In addition, each lot shall have a side yard setback/building line of 15 feet.

9. Garages shall be so located that the doors and entrances thereto shall not front on any streets on which the building site abuts, using materials and design approved by the Architectural Committee.

10. No telephone, electric, or other utility lines or connections between the main utility lines and the residence and other building located on each building site shall be suspended above ground.

11. No radio transmission or radio reception tower shall be placed on any lot in said subdivision. No external television antennas shall be placed on the premises or improvements thereon. Satellite dish receivers shall not exceed 30 inches in diameter and must be positioned so that they are not visible from the front of the house. The proposed size and location of a satellite dish must be approved by the Architectural Committee.

12. No above-ground swimming pools of any description shall be permitted or allowed.

13. No trailer, tent, shack, barn, shed, carport, or other similar structure shall be erected or permitted on any building site, except during and in connection with the construction of an approved permanent structure, and no such structure as mentioned above in this paragraph, or any

Civic Assn. Bylaws

other structure of a temporary character, or any garage shall at any time be used as a residence, either temporarily or permanently.

14. None of the lots on said plats shall be used for the erection of any advertising signboard, other than a sign no larger than 2½ feet by 1½ feet advertising lots and improvements on said plats for sale, nor shall any lot be used for any sales or commercial activity or advertising of any sales or commercial activities. A "Beware of Dog" sign of no more than 2½ feet by 1½ feet is permitted for those residences with dogs. ✓

*Neighbor/owner order
800 ft from street*

15.

A. No lot shall be used or maintained as a dumping ground for debris, rubbish, garbage, or other waste. All rubbish, garbage, and other waste shall be kept in sanitary containers at all times, screened from public view, except when placed on or by the street for collection during any regular collection day. Household appliances, furniture, bathroom fixtures, and similar items shall not be left on the street for pickup for collection for more than 24 hours. No clothing or other household fabrics or laundry shall be hung in the open on any lot from a clothesline or otherwise that is visible from any adjacent property or right of way.

B. No household appliances, household furniture, lawn equipment or household items shall be kept or stored for more than 72 hours in the driveway or exterior of any structure so that it is visible from the street. Play sets and similar equipment shall be screened from view of the street.

C. All buildings and structures shall be preserved against decay and deterioration and maintained free from all structural defects to the extent that such decay or deterioration or defects shall result in any unsightly exterior appurtenance or architectural feature or produce a detrimental effect on the character of Cedar Point. Maintenance obligations shall include but not be limited to:

The deterioration of exterior walls or other vertical supports;

The deterioration of roofs or other horizontal members;

The peeling of paint, rotting, holes and other forms of decay;
The lack of maintenance including broken windows and doors;

The lack of maintenance of surrounding environment e.g. fences, gates, sidewalks, steps, signs, accessory structures and landscaping; and

The deterioration of any feature so as to create or permit the creation of any hazardous or unsafe condition or conditions.

16.

A. All vehicles shall be parked in off-street designated parking spaces that are incidental to the dwelling constructed thereon, with the exception of vehicles belonging to temporary guests visiting for a duration of no greater than seventy-two (72) hours.

B. No trailer (including, but not limited to, two-wheel utility trailers), boat, or other watercraft, boat trailer, house trailer, recreational vehicle of any size, motor home, portable storage unit, bus, motor bike, or other similar item shall be parked, stored or maintained on the property on the exterior of a structure for more than seventy-two (72) hours.

C. - No inoperable, unlicensed, or commercial vehicles shall be parked or stored on any property on the exterior of any structure. For purposes of this restriction, "commercial vehicle" shall include trucks or other motor vehicles of any size or description used primarily in a business or commercial enterprise as opposed to private passenger transportation. No vehicle shall be parked or stored on any lot on the exterior of any structure which carries a sign advertising a business or exhibiting a business name, slogan, phone number, or address.

17. No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the residents on other property shown on said plats or on adjacent property.

18. No animals, livestock, or fowl of any kind shall be raised, bred, or kept on any site, but dogs, cats, and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. All household pets which are taken out of doors shall be kept on a leash, lead, other means of restraint or remain under the owner's control at all times. Owners shall promptly remove pet feces from their lots, property of others, or public areas.

19. The Association may cut weeds, damaged trees and undergrowth and remove debris or prohibited material or equipment from vacant homes or lots and parcels at the owner's expense, but shall be under no obligation to do so. Vegetation on all lots, developed and undeveloped, shall be periodically pruned, trimmed and removed so as to be attractive and not be detrimental to the neighborhood or cause a hazard to street traffic.

20. There shall be no ingress or egress along rear property lines of said lots bordering on Route 17. The Association reserves unto itself the right to construct a fence, wall, or other barrier for privacy or security within the strip of land five (5) feet wide lying adjacent to Route 17.

21. The Association may maintain and operate a gatehouse under reasonable rules and regulations.

22. Wherever in these covenants and restrictions the consent or approval of the Association is required to be obtained and the Association fails to act on any such written request within forty-five (45) days after the same has been submitted to the Association, that particular action sought in such written request shall be presumed approved; however, no action shall be taken which violates any of the covenants and restrictions herein contained.

23. The foregoing covenants and restrictions shall run with the land and be binding on all parties and on all persons claiming under them until January 1, 2015, at which time the said covenants and restrictions, with any modifications made as herein provided, shall be automatically extended for further successive periods of ten (10) years each, unless and until an appropriate instrument is executed by the owners of a majority of the lots shown on said plats setting forth a change or changes in said covenants and restrictions, in whole or in part, and such instrument is duly recorded.

24. Only the numbered lots shown on said plats shall be made subject to the covenants and restrictions herein contained.

25. Invalidation of any of the foregoing covenants and restrictions shall in no wise affect any of the other provisions, which shall remain in full force and effect.

26. On recordation of these Second Amended Covenants and Restrictions, all residences in Cedar Point, except for those residences currently in existence and those to be constructed that have already commenced the submission and approval process with the Association, shall have (excluding the eaves) either 80% brick exteriors, all wood siding exteriors, or 80% stone exteriors or a combination thereof as approved by the Architectural Committee. Alternate materials may be used for the exterior of a residence on approval of the Architectural Committee. Except in the case of residences in existence as of the recordation of these Second Amended Covenants and Restrictions that utilize vinyl exteriors, vinyl exteriors may not be used as an exterior cover for more than 20% of the exterior (excluding eaves) of a residence unless approved in advance of construction by the Architectural Committee based on provided samples.

27. The Association Board of Directors may adopt Architectural Guidelines to implement and enhance the provisions of these Covenants and Restrictions and to further promote and protect the health, safety and welfare of the Owners. It shall be the duty of the Architectural Committee to assist the Board of Directors to develop such Architectural Guidelines and to review, consider and act upon any and all proposals or plans submitted to it pursuant to such Architectural Guidelines and the terms hereof, and to perform such other duties imposed on it by the Covenants and Restrictions and by resolution of the Board of Directors.

In interpreting the Architectural Guidelines and these Covenants and Restrictions, the Architectural Committee and the Board of Directors shall take into consideration the best interests of the Owners such that Cedar Point shall be preserved as a high quality community.

In granting any permit, authorization or approval, the Architectural Committee may impose any condition or limitation it shall deem advisable according to the circumstances of each case and in view of the considerations set forth in these covenants and restrictions.

28. The Association or any Owner shall have the authority and standing to enforce these covenants and restrictions against any Owner and/or occupant in any manner provided by law or equity after first giving the Owner and/or occupant reasonable notice in writing of such violation, or without giving notice in case of hazard to life or property. In any successful action at law or equity to enforce these Covenants and Restrictions, or any rules or guidelines promulgated in accordance herewith, against an Owner and/or occupant, the Association or Owner shall recover its costs and reasonable attorney's fees.

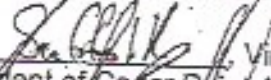
EXECUTED this _____ day of _____, 2004.

[Signature Pages Follow]

TAKE NOTICE that the attached Second Amended and Consolidated Covenants and Restrictions, Cedar Point, Section One, Section One a, Section Two, Section Three and Section Four signed by a majority of the lot owners at Cedar Point Subdivision in Suffolk, Virginia was recorded in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia on August 26, 2005 as Instrument Number 050017455.

CEDAR POINT ASSOCIATION, INC.

By 
Matthew Angelelli, President

Subscribed and sworn to before me at , Virginia this 18th day of September, 2005 by Matthew Angelelli, President of Cedar Point Association, Inc.


Notary Public

My commission expires: May 31, 2006