

**Declaration of Covenants, Conditions and Restrictions
Of
Captains Walk at Saponas Point**

(As stated in the 1996 and 1998 Documents)

1996: Book 2083 Pages 0083- 0089

1998: Book 2332 Pages 0039 - 0043

6. Design Standards:

I. Exterior Lighting.

All exterior lighting shall be installed so as not to disturb neighbors or impair vision on adjacent streets. Colored lights are strictly prohibited.

J. Recreational Equipment, Clotheslines and Recreational Vehicles.

Children's playground equipment or other recreational equipment shall be restricted to rear yards with visibility from streets and adjacent lots minimized. Brightly colored play sets are prohibited unless they can be screened from adjacent lots and streets. Wood play sets that blend with the natural surroundings are preferred.

Clotheslines are not allowed unless they can be screened from view from streets and adjacent lots.

Motor homes, campers, boats and other recreational vehicles and equipment shall be placed on lots so as not to be visible from streets and shall not block desirable views or negatively impact adjacent lots. Landscape screening or fencing are allowed to meet this requirement.

K. Mailboxes.

In order to maintain consistent streetscape and neighborhood image, a specific mailbox design has been developed for Saponas Point. No other mailbox type is allowed.

L. Signs

No sign may be erected on any lot other than standard real estate sale signs without the consent of the Architectural Review Committee.

8. Residential Use:

A. All lots shall be used for residential purposes exclusively. No home or business occupation shall be permitted.

B. No trailer, tent or structure of a temporary character shall be placed on any lot at any time. This prohibition shall not apply to shelters used by the Contractor during the construction of the main dwelling house. It must be clearly understood that these latter temporary structures may not at any time be used as residences or permitted to remain on the lot after completion of the construction. This restriction will not apply to boat trailers or travel trailers if approved by the Architectural Review Committee.

9. Maintenance:

A. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

B. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals nor device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or of other nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

10. Violations:

In the event that any owner shall fail or refuse to keep such premises free from weeds, underbrush or refuse piles, and unsightly growth or objects, the Architectural Review Committee shall designate someone to enter upon such lands and remove the same at the expense of the owner, and such entrance shall not be deemed trespass. In the event of such removal, a lien shall arise and be created in favor of the Architectural Review Committee for the full amount of the cost thereof chargeable to such lot, including collection costs. Such amounts shall be due and payable within thirty (30) days after the owner is billed therefore. Such lien shall be enforceable by court proceedings as provided by law for enforcement of liens; however, said lien shall be assessed against the owners and not run with the land unless the same is specifically filed as a claim of lien as by law provided.

11. Household Pets:

No horses, cattle, swine, livestock poultry or animals of any kind shall be raised, boarded or kept on any lot except dogs, cats and any household pets which may be kept provided they are not kept, boarded or maintained for any commercial purpose.

12. Signs:

No sign or billboard or any description shall be displayed on any lot, other than private name plates or signs for identification of the residents, and shall be constructed of not more than two (2) square feet. Signs advertising the property "FOR RENT" or "FOR SALE" shall be not more than five (5) square feet.

14. Enforcement:

In the event of a violation or breach of any of these restrictions by any lot owner, agent of such owner, or Saponas Point Investments, LLC, the owner of any lot in Captains Walk at Saponas Point, the Saponas Point Homeowners Association, or any of the above jointly or severally, shall have the right to proceed at law or equity to compel a compliance with the terms hereof, or to prevent the violation or breach. In addition to the foregoing, Saponas Point Investments, LLC shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon such property where violation exists and summarily abate or remove the same at the expense of the owner if after thirty (30) days written notice of such violation which shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction, or condition herein contained, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.