

FILED
WARREN COUNTY, NC
ELSIE R. WELDON
REGISTER OF DEEDS

FILED Jul 24, 2008
AT 03:45:04 pm
BOOK 00874
START PAGE 0516
END PAGE 0523
INSTRUMENT # 02476
SDR

THIS INSTRUMENT WAS DRAFTED BY WILLIAM T. SKINNER, IV,
ATTORNEY-AT-LAW

NORTH CAROLINA
WARREN COUNTY

THIS AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS and to SUPPLEMENTARY DECLARATIONS OF COVENANTS AND
RESTRICTIONS, (hereinafter referred to as this "Amendment")
made this 23rd day of July, 2008, by the TRITON
POINT PROPERTY OWNERS ASSOCIATION, INC., a North Carolina
non-profit corporation, with an office in Warren County, North
Carolina, (hereinafter referred to as the "TPPOA");

WITNESSETH:

THAT WHEREAS, the developers of the entire Triton Point
subdivision, the same being Paul Welles, Jr., and wife, Ellen
M. Welles, have heretofore collectively executed and recorded
certain restrictive covenants which have been imposed upon the
various applicable lots which are located in the Triton Point
subdivision; and further, that the foregoing restrictive
covenants are recorded in the Warren County Public Registry, as
follows: a) in Deed Book 262, page 40; b) in Deed Book 271,
page 50; and c) in Deed Book 282, page 190, respectively, to
which reference is hereby had and made and as a part hereof,
(hereinafter collectively referred to as the "restrictive
covenants"); and

WHEREAS, the Triton Point subdivision is collectively
shown, designated and described on the following surveys and
plats which are recorded in the Warren County Public Registry,
as follows: a) in Plat Book 12, pages 55, 56 and 84, both and
all inclusive; and b) and any and all subsequent amendments
thereto and/or revisions thereof, to which reference is hereby

Page Two (2)
Amendment
TPPOA
(continued from prior page)

had and made and as a part hereof for greater certainty of description; and

WHEREAS, by that certain deed from Paul Welles, Jr., and wife, Ellen M. Welles, which is dated March 29, 1990, and recorded in Deed Book 519, page 216 of the Warren County Public Registry, all of the dedicated roads, streets and common areas in the Triton Point subdivision have been heretofore conveyed to TPPOA, to which said deed reference is hereby had and made and as a part hereof; and further, by reason of the terms and provisions of the foregoing restrictive covenants, TPPOA is the entity which was originally authorized and empowered to enforce said restrictive covenants; and

WHEREAS, on or about March 4, 2008, TPPOA sent, or caused to be sent, a notice of its April 19, 2008 annual membership meeting to all of the members of TPPOA in the manner as by law provided; and further, as a part of the foregoing notice of its foregoing annual meeting, TPPOA sent, or caused to be sent, copies of a proposed amendment to the existing restrictive covenants of the Triton Point subdivision, along with a written ballot related thereto, which thereby proposed to amend the foregoing existing restrictive covenants in the manner which is hereinafter set forth in "Exhibit A"; and further, that a copy of said proposed amendment is attached hereto and made a part hereof fully and marked as "Exhibit A"; and

WHEREAS, on and prior to the April 19, 2008 annual membership meeting of TPPOA, TPPOA received written ballots which represented the affirmative vote of at least 57.14% of its members thereby approving the foregoing proposed amendment to the existing restrictive covenants; and further, that the results of this vote were reported at the foregoing annual membership meeting and recorded in the minutes of TPPOA.

NOW THEREFORE, TPPOA hereby amends the above-referenced restrictive covenants which are applicable to all of the lots which are located in the Triton Point subdivision in such a manner so as to provide for the addition of the terms and provisions which are contained and set out in "Exhibit A" which is attached hereto to be added to the foregoing restrictive covenants as the same have been amended.

IN WITNESS WHEREOF, Triton Point Property Owners Association, Inc., a North Carolina non-profit corporation, has caused this instrument to be executed in its name by its Vice President, all by authority of its Board of Directors duly given, as the act and deed of said corporation, on the day and year hereinafter set forth in the notary acknowledgment for said corporation.

TRITON POINT PROPERTY OWNERS ASSOCIATION, INC.

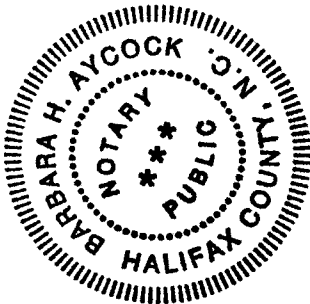
By: Lane Welles Elkin
Vice PRESIDENT

COMMONWEALTH/STATE OF NC
CITY/COUNTY OF Halifax

I, Barbara H Aycock, a Notary Public of the Commonwealth/State and City/County aforesaid do hereby certify that Lane Welles Elkin personally appeared before me in my jurisdiction aforesaid and acknowledged that he/she is the Vice President of TRITON POINT PROPERTY OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, and that, by the authority duly given and as the act and deed of said corporation, the foregoing and annexed instrument was signed in the name of said corporation by him/her as its Vice President. Witness my hand and official stamp or seal. This the 23rd day of July, 2008.

Barbara H Aycock (SEAL)
NOTARY PUBLIC

My Commission expires: 02-13-2010



**"Exhibit A" attached to Amendment to Declaration of Covenants
and Restrictions and to Supplementary Declaration of
Covenants and Restrictions for Triton Point subdivision**

**Triton Point Property Owners Association, Inc
105 Holt Circle, Lake Gaston
Littleton, North Carolina 27850**

March 4, 2008

Property Owner

Re: Change to the Covenants (Re-instating paragraph 27)

To all Property Owners:

The board of directors has this past year been working on aligning the by-laws and covenants with the North Carolina Planned Communities Act and a major discrepancy was noted. In 1974 covenants were established when Triton Point Property Owners Association was created. In 1976 Mr. Paul Welles, the then owner of Triton Point, was advised to remove paragraph 27 from the covenants. Paragraph 27 required that each lot be subjected to assessments. Since that time paragraph 27 was never re-instated. Attached to this letter is a copy of the old paragraph 27 along with a new paragraph 27 which not only mandates assessments but also mandates membership to the Triton Point Property Owners Association. Before we continue the process of proposing changes to the by-laws we must fix this discrepancy first.

As a reminder, your assessment (dues) pay for the maintenance of the over seven acres of common areas, docks and building, shoreline, burn pile, administrative costs, and tennis court area (which needs to be resurfaced). We also maintain an insurance policy for any liability occurring on common areas. By every lot owner participating in the share of the cost it keeps the annual assessments (aka membership dues) at a very inexpensive share. We are very fortunate to have someone like Dick Kohl who maintains the common area grounds at the cost of fuel. This cost would greatly be increased if this was not the case.

In order for each lot owner to own a shared responsibility in our community we, as directors, agree that a homeowner's association is a necessary part. In fact, it is such a necessary part that NC created the North Carolina Planned Community Act. We are hopeful that you all agree in the financial support of Triton Point.

Now what can you do? We need your vote in order to reinstate paragraph 27 into the covenants mandating assessments and membership. Attached is a ballot to vote on this issue with a return envelope provided for your convenience. To be successful, we need a simple majority vote and for us at Triton Point that means 25 votes to effect paragraph 27.

Remember, each lot has one vote, so please submit your ballot – we need your vote. Please don't dismiss this issue. As soon as we have the required number of votes we will contact our attorney to submit the change to the county. If you have a question or concern, please do not hesitate to contact any director. Below is a list of the directors:

Please return your vote as soon as possible and not later than April 7, 2008.

Sincerely yours,

Board of Directors of Triton Point
Littleton, North Carolina 27850

Board of Directors	Title	Phone Number
Elaine Parks	President	586-4254
Bob Alexander	Director	586-2080
Jerry Parker	Secretary/Treasurer	586-4988
Lane Elkin	Director	586-5575
Bob Lewis	Director	586-7104
Oneita Guinn	Director	586-1860
Kathy Taunton	Director	919-846-6287

One more item:

We are having our annual meeting at the Liberty Station (same place as last year) at 12 o'clock on April 19. Agenda, treasurer report, and budget will be mailed to you soon. Please schedule your attendance at this meeting.

Thanks!

Ballot

Multiple spaces are provided if you own more than one lot. Each lot has one vote. Co-owners must sign below.

Ballot area for Votes to Reinstate Article 27.

Lot Number _____ Votes to REINSTATE ARTICLE 27.

Lot Number _____ Votes to REINSTATE ARTICLE 27.

Lot Number _____ Votes to REINSTATE ARTICLE 27.

Lot Number _____ Votes to REINSTATE ARTICLE 27.

Ballot area for Votes to NOT Reinstate Article 27

Lot Number _____ Votes to NOT REINSTATE ARTICLE 27.

Lot Number _____ Votes to NOT REINSTATE ARTICLE 27.

Lot Number _____ Votes to NOT REINSTATE ARTICLE 27.

Lot Number _____ Votes to NOT REINSTATE ARTICLE 27.

Signatures are required of co-owners of record for the above lots.

First: _____ Last : _____ Signed : _____ Date: _____

First: _____ Last : _____ Signed : _____ Date: _____

First: _____ Last : _____ Signed : _____ Date: _____

First: _____ Last : _____ Signed : _____ Date: _____

Mailing Address:

Name: _____

Address line 1: _____

Address line 2: _____

City: _____ State : _____

Paragraph XXVII
original

In order to maintain the high standards of said subdivision, each lot in said subdivision, including the lots owned by the sub dividers is hereby subjected to an annual assessment, commencing with the year 1974. which shall be secured by a lien upon such lot until the same is paid. Such assessment shall be payable annually beginning the first day of January of each year in advance to the Triton Homeowners Association, Inc., such annual assessment may be adjusted from year to year by the Association, as the needs of the subdivision may, in the judgment of the Association's governing board, require and shall be apportioned equally among all of the several lots in said subdivision. The funds arising from said assessment shall be used for the payment of maintenance expenses of said subdivision incurred for any or all of the following purposes, and not otherwise: Lighting, improving and maintaining the common areas, collecting and disposing of garbage, ashes, sewage, rubbish, and the like; employing watchmen, and doing any other things necessary or desirable, in the option of the Association's governing board, to keep the property in neat and good order, and which the Association considers of general benefit to the owners and occupants of said subdivision. Further, a separate assessment shall be made by the Association whenever the need arises for the maintenance and improvement of the streets, roads and drives throughout the subdivision. This assessment shall also be secured by the lien provisions made above and shall be apportioned among the lot owners benefit proportionately to their street, road, or drive frontage improved or maintained. The judgment of the Association's governing board in the expenditure of said funds shall be final. The assessment in this paragraph provided for may be terminated and extinguished at any time by written instruments signed by the owners of one-half of the lots. In all sections of Triton on Lake Gaston which have at said time been improved and plotted including those lots still owned by the subdivides.

New Paragraph XXVII

In order to maintain the high standards of said subdivision, each lot in said subdivision, including the lots owned by the sub dividers is hereby subjected to an annual assessment and membership in the Triton Point Property Owners Association, Inc., commencing with the year 2013, which shall be secured by a lien upon such lot until the same is paid. Such assessment shall be payable at the annual membership meeting in April and not later than 30 days thereafter to the Triton Point Property Owners Association, Inc. Such annual assessment may be adjusted from year to year by the Association, as the needs of the subdivision may, in the judgment of the Association's governing board, require and shall be apportioned equally among all of the several lots in said subdivision. The funds arising from said assessment shall be used for the payment of maintenance expenses of said subdivision incurred for any or all of the following purposes: Insurance, lighting, improving and maintaining the common areas to include tennis court area, recreational areas on common grounds, dock areas, shoreline, drives, collecting and disposing of trash, and the like; and doing any other things necessary or desirable, in the option of the Association's governing board, to keep the property in neat and good order, and which the Association considers of general benefit to the owners and occupants of said subdivision. Further, a separate assessment shall be made by the Association whenever the need arises for the maintenance and improvement of Triton Point not covered by the annual budget. This assessment shall also be secured by the lien provisions made above and shall be apportioned equally among all of the several lots in said subdivision. The judgment of the Association's governing board in the expenditure of said funds shall be final. The assessment in this paragraph provided for may be terminated and extinguished at any time by written instruments signed by the owners of one-half plus one of the lots.