

BOOK 877 PAGE 502

File: L. Allen Hahn

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
COUNTRYAIRE VILLAGE SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by Joseph D. Speight and Maxine A. Speight, hereinafter referred to as "Declarants".

W-I-T-N-E-S-S-E-T-H:

WHEREAS, Declarants are the owners of certain property in or near Ayden Township, Pitt County, North Carolina, which is more particularly described as follows:

All of that certain tract of land known as Countryaire Village, as shown on Map of same drawn by Baldwin and Associates recorded in Map Book 49, Page 41-A of the Pitt County Registry.

NOW, THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to Countryaire Village Homeowner's Association, Inc., its successors and assigns.

See Instrument recorded
in Book 944 Page 734

See Instrument recorded
in Book 874 Page 587

L. ALLEN HAHN, P.A., ATTORNEY AT LAW, 504 A RED BANKS ROAD, POST OFFICE DRAWER 643, GREENVILLE, NC 27615-0643

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Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties; including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4: "Common Area" shall mean all real property (including the improvements thereto) owned or used by the Association for the common use and enjoyment of the owners. The Common Area to be reserved to the Association at the time of the conveyance of the first lot is described as follows:

Please see attached "Exhibit A".

Section 5: "Lot" shall mean and refer to any numbered or lettered lot or plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6: "Declarants" shall mean and refer to Joseph D. Speight and Maxine A. Speight, their heirs and assigns.

Section 7: "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1: Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common

L. ALLEN HAIN, F.A. ATTORNEY AT LAW, 904 A RED BANKS ROAD, POST OFFICE DRAFT 601, GREENVILLE, NC 27633-0601

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File: L. Allen Hahn

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
COUNTRYAIRE VILLAGE SUBDIVISION

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ARTICLE I

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Section 1: "Association" shall mean and refer to Countryaire Village Homeowner's Association, Inc., its successors and assigns.

See Instrument recorded
in Book 944 Page 134

See Instrument recorded
in Book 894 Page 587

L. ALLEN HAHN, P.A., ATTORNEY AT LAW, 304 A RED BANKS ROAD, POST OFFICE DRAWER 645, GREENVILLE, NC 27631-0645

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Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right of use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed Sixty (60) days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2: Declaration of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to any map not separated from ownership of any Lot which is subject to assessment.

Section 2: The Association shall have two classes of voting membership.

Class A. Class A membership shall be all Owners, with the exception of the Declarants, and shall be entitled to one vote for such Lot owned. When more than one person holds an

L. ALLEN HAIN, P.A., ATTORNEY AT LAW, 500 A RED BANKS ROAD, POST OFFICE DRAWER 663, GREENVILLE, NC 27631-0663

interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as then determined, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarants and shall be entitled to three (3) votes for each Lot owned, and notwithstanding any other provisions herein, shall be assessed at a rate of not more than twenty-five (25%) percent of the Class A membership rate. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, and in all events no later than January 1, 2001.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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 interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal

L. ALLEN HARRIS, P.A., ATTORNEY AT LAW 504 A RED BANKS ROAD POST OFFICE DRAWER 603 GREENVILLE, NC 27615-0603

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Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right of use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed Sixty (60) days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

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Class A. Class A membership shall be all Owners, with the exception of the Declarants, and shall be entitled to one vote for such Lot owned. When more than one person holds an

L. ALLEN HARRIS, P.A., ATTORNEY AT LAW, 504 A RED BANKS ROAD, POST OFFICE DRAWER 641, GREENVILLE, NC 27631-0641

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obligation for delinquent assessment shall not pass to his successors in the title unless expressly assumed by them.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the cost of road maintenance, open space maintenance, common lighting, landscape buffers, entrance sign areas, repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise. Individual lot owners shall be responsible for all maintenance to the interior and exterior of their individual homes and their lots.

Section 3: Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be, \$_____ per lot, prorated for the remainder of said year.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) from the preceding month of July.

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(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for the next succeeding two (2) years may be increased above that established by the Consumer Price Index formula by a vote of the members, and for each Succeeding period of two (2) years thereafter, provided that any such change shall have the assent of two-thirds (2/3rds) of the votes of each class of 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 not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations 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.

(c) The Board of Directors may fix an annual assessment at an amount not in excess of the maximum.

Section 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at the meeting duly called for this purpose.

L ALLEN HARRIS, P.A., ATTORNEY AT LAW, 504 A RED BANKS ROAD, POST OFFICE DRAWER 663, GREENVILLE, NC 27635-0663

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(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) from the preceding month of July.

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Section 5: Notice and Quorum of Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) per cent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: Uniform Rate of Assessment. Except as provided for Class B members, both annual and special assessments must be fixed as a uniform rate for all Lots and may be collected on a monthly basis.

Section 7: Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a

L ALLEN HARRIS, P.A., ATTORNEY AT LAW, 104 A RED BANKS ROAD, POST OFFICE DRAWER 663, GREENVILLE, NC 27631-0663

reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8: Effect of Nonpayment of Assessment. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight (8%) per cent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape or deny liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9: Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10: Exempt Property. All property dedicated to and accepted by, a local authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

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L ALLEN HARRIS, P.A., ATTORNEY AT LAW, 304 A RED BANKS ROAD, POST OFFICE DRAWER 661, GREENVILLE, NC 27615-0661

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ARTICLE V

ARCHITECTURAL CONTROL

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, color, 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 Declarants or 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 that the Declarants or said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

USE RESTRICTIONS

Section 1: Land Use and Building Type. No Lot shall be used except for residential purposes.

Section 2: Nuisance. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereof which may be or may become an annoyance or nuisance to the neighborhood.

Section 3: Signs. No signs (including "FOR SALE" signs) shall be erected or maintained on any common area or facility except with prior written permission of the Board of Directors of the Association.

L. ALLEN HARRIS, P.A., ATTORNEY AT LAW, 504 A RED BANKS ROAD, POST OFFICE DRAWER 843, GREENVILLE, NC 27631-0843

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Section 4: Minimum Square Footage. Any dwelling constructed on a lot in the subdivision shall have a minimum of 900 square feet of heated area.

Section 5: Carports and Garages. Carports can be enclosed as garages only and not as heated living area, with prior written approval. No garages can be converted to heated living area, and no garage door can be removed.

Section 6: Driveways and Outbuildings. All driveways must be a minimum of 10 feet in width and made of cement only. No driveway can be altered in any way without written approval. Any outbuildings must be no larger than 10' x 10' and must be stick built on site with the same architecture (roof pitch; type of materials, including cement floor) and approved prior to construction.

Section 7: Fences. No fences shall be allowed nearer to the front street than the rear corner of the existing house. Fences erected on corner lots shall be no closer to the side street than the minimum building line on the recorded map. All fences must have prior written approval.

Section 8: Pets. Domestic animals only shall be allowed. There shall be no hogs, swine, poultry, farm animals, or reptiles of any kind in said subdivision. Dog houses must be no larger than 5' x 5' and must be located closer to the owners residence than to a neighbor's house. Dogs must be fenced in and not allowed to run loose.

Section 9: Miscellaneous. No above ground pools shall be allowed. Satellite dishes of less than 24" diameter shall be allowed but in the rear yard only. No parking of recreational vehicles will be allowed in the yard or on the streets in the subdivision.

L. ALLEN HAIN, P.A., ATTORNEY AT LAW, 904 A RED BANK ROAD, POST OFFICE DRAWER 663, GREENVILLE, NC 27631-0663

12' x 16'

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L ALLEN HARRIS, P.A., ATTORNEY AT LAW, 504 A RED BANKS ROAD, POST OFFICE DRAWER 641, GREENVILLE, NC 27610-0641

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ARTICLE VIIEASEMENTS

Easements for installments and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE VIIGENERAL PROVISIONS

Section 1: Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: 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.

Section 3: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners,

L. ALLEN HARRIS, P.A., ATTORNEY AT LAW, 1004 A RED BANKS ROAD, POST OFFICE DARTER 601, GREENVILLE, NC 27631-0601



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and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

Section 4: Annexation. The Declarants may annex up to two additional adjacent properties into Countryside Village Subdivision without approval from any other party. Upon annexation, any future lot owner of annexed properties shall be subject to the same covenants contained in this Declaration, including all assessments, dues and the like.

Section 5: FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties other than those to be annexed according to Section 4 above, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, Joseph D. Speight and Maxine A. Speight, the Declarants, have caused this document to be executed on behalf of the Corporation, this the 5 day of ^{November} ~~October~~, 1997.


JOSEPH D. SPEIGHT (SEAL)

MAXINE A. SPEIGHT (SEAL)

L. ALLEN HARRIS, P.A., ATTORNEY AT LAW, 904 A RED BANKS ROAD, POST OFFICE DRAWER 461, GREENVILLE, NC 27613-0461

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Section 2: 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.

Section 3: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners,

L. ALLEN HAIN, P.A., ATTORNEY AT LAW, 504 A RED BANK ROAD, POST OFFICE DRAWER 461, GREENVILLE, NC 27631-0461

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STATE OF NORTH CAROLINA
COUNTY OF Beaufort

I, Jamie N. Cutler, a Notary Public in and for the aforesaid County and State do hereby certify that JOSEPH D. SPEIGHT and MAXINE A. SPEIGHT, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 5th day of November, 1997.

Jamie N. Cutler
Notary Public

My Commission Expires:

8/9/2000



NORTH CAROLINA: Pitt County
The foregoing certificate(s) of

Jamie N. Cutler

Notary(ies) Public is (are) certified to be correct. Filed for registration at 3:33 o'clock P M. this 19 day of November 1997.

JUDY J. TART, Register of Deeds

By

Judy J. Tart
Assistant Deputy Register of Deeds

L. ALLEN HARRIS, P.A., ATTORNEY AT LAW, 104 A RED BANKS ROAD, POST OFFICE DRAWER 663, GREENVILLE, N.C. 27633-2663

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EXHIBIT A
Common Area

All that certain tract of land known as Countryaire Village Subdivision as shown on map of same drawn by Baldwin and Associates, recorded in Map Book 49, at Page 41-A of the Pitt County Registry.

SAVE AND EXCEPT Lots Number 29 through 63, Lots 83 through 104 and Lots 146 through 163, inclusive, of Countryaire Village as shown on map of record in Map Book 49, at Page 41-A of the Pitt County Registry.

L. ALLEN HAUCK, P.A., ATTORNEY AT LAW, 304 A RED BANKS ROAD, POST OFFICE DRAWER 663, GREENVILLE, N.C. 27633-0663

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STATE OF NORTH CAROLINA
COUNTY OF Beaufort

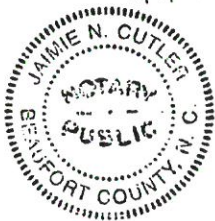
I, Jamie N. Cutler, a Notary Public in and for the aforesaid County and State do hereby certify that JOSEPH D. SPEIGHT and MAXINE A. SPEIGHT, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 5th day of November, 1997.

Jamie N. Cutler
Notary Public

My Commission Expires:

8/9/2000



NORTH CAROLINA: Pitt County
The foregoing certificate(s) of

Jamie N. Cutler

Notary(ies) Public is (are) certified to be correct. Filed for registration at 3:33 o'clock P M. this 19 day of November 1997.

JUDY J. TART, Register of Deeds

By Judy J. Tart
Assistant/Deputy Register of Deeds

L. ALLEN HAHN, P.A., ATTORNEY AT LAW, 194 A RED BANKS ROAD, POST OFFICE DRAWER 663, GREENVILLE, NC 27639-0663