

FOR REGISTRATION REGISTER OF DEEDS
Carolyn L. Garris
Beaufort County, NC
Electronically Recorded
June 8, 2023 2:48:35 PM
Book 2141 Page 47 - 51
Fee: \$26.00
NC REVENUE STAMP: \$150.00
INSTRUMENT # 2023002795

Beaufort County Land Records
Form Number: 60212

MRM 06/08/2023
Land Records Official Date

The Attorney preparing this instrument has made no record search or examination as to the property herein described, unless the same is shown by his written and signed certificate.

Prepared By: L. Allen Hahn, P.A. a licensed North Carolina Attorney. Delinquent taxes, if any to be paid by the closing Attorney to the County tax collector upon disbursement of closing proceeds.

**Return To: GRANTEE
 See Below**

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

Stamps 150.00
Parcel # 48006

THIS DEED, made and entered into this the 6 day of June, 2023, by and between **LEROY EVERETTE, JR. and wife, CAROLYN B. EVERETTE, by and through her Attorney-in-Fact, Leroy Everette, Jr., of 556 ellis Cove, Belhaven, North Carolina 27810 hereinafter called GRANTORS and MELISSA ANNE HODGE and husband, CHRISTOPHER WIGGINS, of 449 Doxie Lane, Belhaven, North Carolina 27810, hereinafter called GRANTEES;**

WITNESSETH:

That Grantors, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration to them in hand paid by Grantees, the receipt of which is hereby acknowledged, have given, granted, bargained, sold and conveyed and by these presents do give, grant, bargain, sell and convey unto the said Grantees, their heirs and assigns, in fee simple, the following described real property, to-wit:

SEE ATTACHED EXHIBIT "A"

Submitted electronically by "L. Allen Hahn"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Beaufort County Register of Deeds.

**ALL OR A PORTION OF THE PROPERTY HEREIN CONVEYED INCLUDES
OR ✓ DOES NOT INCLUDE THE PRIMARY RESIDENCE OF A GRANTOR.**

TO HAVE AND TO HOLD the above-described real property with all the rights, privileges and appurtenances thereunto belonging or in anywise appertaining unto the said Grantees, their heirs and assigns, in fee simple forever.

And the Grantors, for themselves, their heirs and assigns, covenant with Grantees, their heirs and assigns, that they are seized of the premises in fee and have the right to convey the same in fee simple; that the same is free and clear from all encumbrances except easements and restrictions of record and 2023 ad valorem taxes which are to be prorated between Grantors and Grantees at the time of closing, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, occupancy, use, construction or the development of the subject property, if any, and that they will warrant and defend the title to the same against the lawful claims of all persons whomsoever.

When reference is made to the Grantor or Grantee, the singular shall include the plural, and any reference to gender shall include masculine, feminine and neuter.

IN WITNESS WHEREOF, Grantors have adopted the word "SEAL" as their seal and have hereunto set their hands and seals on this the day and year first above written.

Leroy Everett Jr (SEAL)
 LEROY EVERETTE, JR.
Carolyn B Everett
 CAROLYN B. EVERETTE
 (by and through her Attorney-in-Fact, Leroy Everett, Jr.)

STATE OF NORTH CAROLINA
 COUNTY OF Pitt

I, Jane Farley, a Notary Public of the aforesaid County and State do hereby certify that **LEROY EVERETTE**, either personally known to me or proven by satisfactory evidence (said evidence being NCDL), personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by he/she/them for the purposes stated therein.

Witness my hand and Notarial Seal, this the 4 day of June, 2023

Jane Farley
Jane Farley, Notary Public
 My Commission Expires: 11/21/2026

JANE FARLEY
 Notary Public
 North Carolina
 Pitt County

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, Jane Farley, a Notary Public of the aforesaid County and State do hereby certify that Leroy Everette, Jr., Attorney in Fact for Carolyn Everette, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of the said Carolyn Everette, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in Book 1941, Page 315, of the office of Beaufort County Register of Deeds and that instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney.

I do further certify that said Leroy Everette, Jr., acknowledged the due execution of the foregoing and annexed instrument for the purpose therein expressed for and on behalf of the said Carolyn Everette.

Witness my hand and Notarial Seal, this the 6 day of June, 2023.

Jane Farley
Jane Farley, Notary Public
My Commission Expires: 11/21/2026

JANE FARLEY
Notary Public
North Carolina
Pitt County

EXHIBIT A

BEING all of Lot 14 of Everette Acres as shown in Plat Cabinet J at Slide 35-3 in the Beaufort County Registry.

This conveyance is subject to the Declaration of Covenants, Conditions and Restrictions for Everett Acres as recorded in Book 2043 at Page 385, Beaufort County Registry.

Grantees by acceptance of this deed agree to abide by the By-Laws of Everette Acres Homeowners Association, Inc. recorded in Book 2043, Page 375, Beaufort County Registry.

Each lot owner in the Subdivision is granted non-exclusive access over all of the roads in the subdivision and use of the common areas including the dock and boat ramp for access to the Pungo River.

FOR REGISTRATION REGISTER OF DEEDS
Jennifer Leggett Whitehurst
Beaufort County, NC
November 18, 2020 01:36:01 PM
Book 2043 Page 385-394
FEE: \$26.00
INSTRUMENT # 2020006228



PREPARED BY: L. ALLEN HAHN, ATTORNEY

INSTRUMENT # 2020006228

NORTH CAROLINA
PITT COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EVERETTE ACRES SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by LEROY EVERETTE, JR., of Beaufort County, North Carolina, hereinafter referred to as "Declarant".

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

WHEREAS, Declarant together with his wife CAROLYN B. EVERETTE are the owners of certain property in or near Bath Township, Beaufort County, North Carolina, which is more particularly described as follows:

All of that certain tract of land known as EVERETTE ACRES SUBDIVISION, as shown on Map of same drawn by Hood Richardson, P.A., recorded in Map Book _____, Pages _____ of the Beaufort County Registry.

NOW, THEREFORE, Declarant hereby declares 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 Everett Acres Homeowner's Association, Inc., its successors and assigns.

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 or part thereof, 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.

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

Section 6: "Declarant" shall mean and refer to LEROY EVERETTE, JR. his successors 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 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 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 Declarant, and shall be entitled to one vote for such Lot owned. When more than one person holds an 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 Declarant 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, 2025.

ARTICLE IV:

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarant, 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 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 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, common lighting, repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area if any, 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 any other improvements on the lot. All lawn maintenance shall be the responsibility of individual lot owners.

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, \$200.00 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.
- (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.

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 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.

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 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 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

1. No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and no condition shall be permitted or allowed to exist on the property which is or may become an annoyance or nuisance to the property owners.
2. No structure of a temporary nature, including, but not limited to, a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no trailer, mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence.
3. ~~The property herein described shall be used for residential purposes only and no business or commercial enterprise may be carried on upon the premises. Any residence built on a lot in the subdivision must contain no less than 1200 square feet of heated floor space.~~
4. No lot or parcel of land in this subdivision may be used for multi-family purposes such as apartments, planned unit development or condominiums or duplexes. No structure of any type shall be started on any of the above described lots (nor shall any

structure by modified or improved on the exterior) until the plans of such structure and the plot plan showing the location of such structure and the color scheme have been approved by Declarant or his successors or designees within thirty (30) days after written application, the plan shall be deemed to have been approved. Both the plot plans and building plans must be submitted to the Declarant and approved before construction. All outbuildings must have written approval from Declarant or his assigns prior to beginning same.

5. If the parties claiming hereunder or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein except as hereinafter provided it shall be lawful for the Declarant or any other person or persons owning any real property situated in said development to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages specifically excluded from any liability for monetary damages. Provided however, Declarant does hereby reserve to himself or his assigns or designees the right to waive violations of minimum building lines which violations exceed said minimum building lines by no more than ten percent (10%).
6. Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the Declarant of this subdivision other than those properties to which these restrictive covenants specifically apply.
7. Drainage and utility easements are reserved on said lots as shown on the recorded plat aforementioned.
8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
9. All individual purchasers, from and after the date of recording of this Declaration, shall be required to keep their respective portion of the property free and clear of all weeds, rubbish, trash, debris and other matter. No junked or abandoned cars shall be allowed on any lot.

10. The invalidation of any one of these covenants by judgment, court order or otherwise shall in no way affect any of the other provisions of this Declaration, and the remaining provisions of this Declaration shall remain in full force and effect.
11. No satellite television reception dish shall be erected, placed or allowed to remain on any lot except one (1) satellite receiver not exceeding 24 inches in diameter may be placed on the roof of a dwelling or in the rear yard only. No television antennae or radio antennae in excess of ten (10) feet in height may be erected on any structure on any lot. No skateboarding, roller skating, bicycle or other ramps may be built on any lot. No clothes lines may be erected on any lot.
12. No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any portion of the property except for a total of two (2) domesticated dogs and cats in each household and small non-offensive household pets, provided that they are not kept or used for breeding or maintained for any commercial purposes.

ARTICLE VII:

EASEMENTS

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 VIII:

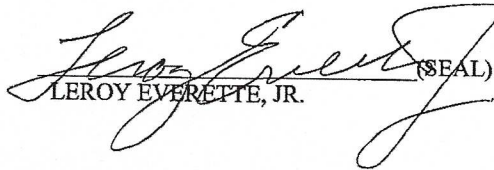
GENERAL PROVISIONS

Section 1: Enforcement. The Association, 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 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 or 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, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, LEROY EVERETT, JR. the Declarant, has executed this document, this the 18th ^{November 2020} day of ~~August~~, 2018.

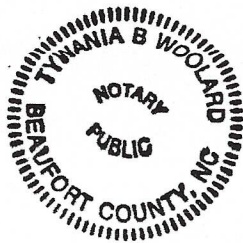
 (SEAL)
LEROY EVERETTE, JR.

NORTH CAROLINA
PIFT COUNTY
Beaufort

I, Tynania B. Woodard, a Notary Public for said County and State, do hereby certify that Leroy Everett Jr. as President of **LEROY EVERETTE, JR.** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 18th ^{November 2020} day of ~~August~~, 2018.

Tynania B. Woodard
Notary Public
My Commission Expires: 02/03/2021



Label Leroy Everett 2/2 