

BOOK 640 Page 710  
STATE OF NORTH CAROLINA  
COUNTY OF PASQUOTANK

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on Dec 01 1998 at 08:39:27 AM  
Dollie J. Summerour  
Register of Deeds  
Prepared by and return to:  
Thomas P. Nash, IV  
200 N. Water Street  
Elizabeth City, NC 27909

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
SUMMERFIELD SUBDIVISION

THIS DECLARATION, made this 30th day of November, 1998 by  
SUMMERFIELD, INC. hereinafter referred to as "Declarant";

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property located in  
the City of Elizabeth City, Mount Hermon Township, County of  
Pasquotank, State of North Carolina, which is more particularly  
described as:

Being all of that property described and delineated on plat  
prepared by Edward T. Hyman, Jr., Registered Land Surveyor  
entitled in part "Final Plat of Summerfield" which plat is  
recorded in Map Book 24, Pages 44 through 47 aka Plat  
Cabinet 4, Slides 144 through 147, Pasquotank 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. "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 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be added by Supplemental Declaration of Restrictive Covenants.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 4. "Association" shall mean and refer to Summerfield Home Owners Association, its successors and assigns.

Section 5. "Declarant" shall mean and refer to Summerfield, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is that certain property located in the City of Elizabeth City, Mount Hermon Township, Pasquotank County, North Carolina more particularly described as follows:

Those lots designated as "Pond Area 'A'", "Pond Area 'B'" and "Pond Area 'C'" as shown and delineated on "Final Plat of Summerfield Subdivision", which plat is recorded in Map Book 24, Pages 44 through 47, Pasquotank County Registry.

**ARTICLE II  
PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every owner

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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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to 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 60 days for any infraction of its published rules and regulations;

(c) 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 two-thirds (2/3rds) of each class of members has been recorded.

Section 2.      Delegation 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 and may not be 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 members shall be all Owners, with the exception of the Declarant and shall be entitled to one vote for each 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 they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 2003.

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 therefor, 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

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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 assessments shall not pass to his successor in 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 in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be TWENTY DOLLARS (\$20.00) per Lot.

(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 each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) 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 above five percent (5%) by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the 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 only 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, including fixtures and personal property related thereto, 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 a meeting duly called for this purpose.

Section 5 Notice and Quorum for 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 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the 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 requirement, 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 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots

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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 assessment 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 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 Assessments: 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 percent (8%) 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 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 assessments provided for herein shall be subordinate to the lien of any valid 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.

ARTICLE V  
GENERAL PROVISIONS

Section 1. Residential Use. All lots shall be used for residential purposes only, consistent with R-8 Residential District Zoning as defined in Article 4, Section 4.0200 of the City of Elizabeth City Zoning Ordinance as adopted May, 1972 and revised August, 1995 and as revised from time to time. No dwelling shall be erected on any lot other than one detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height, and a one or two-car garage.

Section 2. Combination of Lots. When one owner acquires two or more adjoining lots, then and in that event, the adjoining lots may be used as one building site. No lots may be resubdivided for the purpose of creating additional lots.

Section 3. Architectural Control. No building 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, and location of the same shall have been submitted to and approved in writing as to

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harmony of external design and location in relation to surrounding structures and topography by the Declarant or an architectural committee composed of three (3) or more representatives appointed by the Declarant. In the event the Declarant, 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.

Section 4. Setback Restrictions. No building shall be erected or maintained on any lot closer than twenty-five (25) feet from the front lot line, fifteen (15) feet from a side street line, seven (7) feet from a side lot line or twenty-five (25) feet from a rear lot line. Excepting, however, accessory or storage buildings which may be built a minimum of five (5) feet from any lot line provided that any accessory building shall not occupy more than ten percent (10%) of the gross lot area, must be built to the rear of the principal building and if built on the side of a lot abutting a side street, any accessory building shall not project beyond the full front yard setback requirement of that street. For the purposes of these Covenants, eaves, steps and open porches shall not be considered as a part of a building.

Section 5. Type, Design and Construction.

A. No trailer, mobile home, modular home, basement, tent, shack, garage apartment, barn, truck campers, truck camper shells or other accessory building shall be erected on any lot or used as a residence thereon; but this shall not prevent the erection of exterior storage buildings, detached garages or other

accessory buildings after a dwelling has been constructed on any particular lot. Any such accessory building must meet the requirements set out below in Paragraphs B and C in addition to the requirements set out in Sections 3 and 4 of Article V.

B. The design of all buildings erected or moved onto any lot (including exterior storage buildings, detached garages, other accessory buildings, and modifications or structural additions to the main dwelling) shall be subject to the approval of the Architectural Committee as stated in Section \_ hereof. In any event, the design of the proposed building must be in harmony with the existing structures in this subdivision and the house plans, height and elevations must be in accord with the City of Elizabeth City Zoning Ordinance as same is amended from time to time.

C. All dwellings must contain a minimum of 900 square feet of heated floor area, have a minimum of 5/12 roof pitch and a minimum of two breaks in roof line and be of wood, brick, brick veneer, or of concrete block if completed with a brick veneer facing with an architectural design appropriate to the area, or of vinyl siding, or any other type of synthetic building material approved by the Architectural Committee. Exterior storage buildings, detached garages, other accessory buildings, and modifications or additions to the main dwelling must be constructed out of the same materials as the main dwelling, and must have the same color and general appearance as the main dwelling. It is the express intention of the Declarant to maintain a uniform plan of development with respect to design, size, type, cost, and general appearance of all structures upon the lots in the subdivision.

D. All construction and any alteration to original structures shall be completed within twelve months from the commencement of construction.

Section 6. Animals and Household Pets. No animals shall be kept on the property other than household pets; and no household pets may be kept, bred, or maintained for any commercial purpose. Control of such pets is the responsibility of the owner, and all pets shall be kept inside, or within an approved fenced area, or upon a leash.

Section 7. Nuisances. It shall be the duty of each homeowner to keep his or her property in a neat and tidy condition, well maintained, with no unsightly debris or litter or the like in view. No noxious or offensive trade or activity shall be carried on or maintained on any lot, nor shall any activity be conducted which constitutes an annoyance or nuisance to the neighborhood. If yards are not properly maintained, they shall be cleaned up at the owner's expense. Junk cars, blocked-up cars, inoperative machinery, and similar eyesores shall not be placed or permitted to remain on the property. No mechanical or maintenance work shall be done on cars or other machinery or equipment in the front yard or side yard of any home, or in the street in front of any home. Such work may be done only in back yards. Boats, recreational vehicles, semi-trucks, and other similar vehicles may not be parked in the front yard or side yard of any home, or in the street in front of any home. All such boats and vehicles may be parked only in the back yard behind a home. There shall be not more than three motor vehicles per home, and all must be in good running order.

Section 8. Maintenance of Ditches. It shall be the obligation of each property owner to maintain, to the original construction depth, all drainage ditches located upon his or her lot. Any construction of culverts or other construction along or across said ditches must be done so that the free flow of water from drainage is not interrupted or interfered with. If a property owner elects to tile the entire ditch running along his or her property, then such property owner must install a catch basin at one of his or her property lines, which catch basin must meet North Carolina Department of Transportation standards and must be approved in writing by the Declarant.

Section 9. Fences. No fence or other obstruction shall exceed six (6) feet in height nor shall it extend nearer the street than the midway line of the main dwelling constructed on the lot. Any fence built in the subdivision must be approved by the Declarant or the Architectural Committee as to design, height, type, and general appearance.

Section 10. Easements Retained by Declarant. The Declarant reserves for itself, its heirs, successors, and assigns, an easement in, and right at any time in the future to grant a right of way under, over, and along an area five (5) feet in width from the side, rear, and front property lines of each and every lot in the subdivision described herein for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cable television, or other utilities including water and sewer service and for drainage purposes with right of

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ingress, egress and regress from and across said premises for duly authorized maintenance personnel. Also, easements for drainage and utilities are reserved as shown on the recorded plat heretofore mentioned.

Section 11. Temporary Easements Reserved by Declarant. The Declarant reserves for itself, its heirs, successors, and assigns, a temporary easement to place directional signs upon any of Properties, in order to assist prospective purchasers in locating other lots or houses which are for sale in this Subdivision, or other phases or in other future subdivisions placed on adjoining lands presently owned by the Declarant.

Section 12. Street Lighting. The Declarant reserves the right to subject the Properties to a contract with City of Elizabeth City or other Agency for the installation of street lighting.

Section 13. Additional Properties Subject to These Restrictions. Declarant has the right to make additional properties located within the area described in Deed Book 448, Page 91, and Deed Book 599, Page 11, Pasquotank County Registry subject to this Declaration of Restrictive Covenants. Such additions may be annexed by the Declarant without the consent of Association members within five (5) years of the date of this Declaration provided that FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them. The additions shall be made by filing of record a Supplemental Declaration of Restrictive Covenants with respect to the additional property which shall extend the scheme of this

Declaration to such property. Such Supplemental Declaration may contain such complementary additions and modifications of the Declaration of Restrictive Covenants as may be necessary to reflect the differing needs, if any, of the added properties. However, this reservation shall in no way be construed as a requirement on the part of the Declarant to make such additional properties subject to this Declaration.

Section 14. Enforcement. The Association, or any Owner including Declarant, 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, any Owner or Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 15. 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 16. Amendment. The covenants and restrictions of this Declaration shall run with and bind the properties, 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 percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five

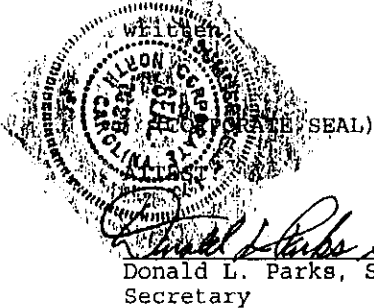
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percent (75%) of the Lot Owners provided, however, that any such amendment must be recorded.

Section 17. Annexation. Additional residential property and Common Area beyond that described in Section 13, Article V hereof may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 18. 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, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors the day and year first above

  
DONALD L. PARKS, Sr. (SEAL)  
*Donald L. Parks, Sr.*  
Donald L. Parks, Sr.  
Secretary

SUMMERFIELD, INC.,  
a North Carolina Corporation

By: *Charles W. Haskett, Jr.*  
Charles W. Haskett, Jr.,  
President

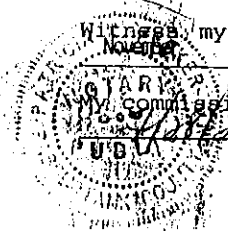
STATE OF NORTH CAROLINA  
COUNTY OF PASQUOTANK

I, a Notary Public of the County and State aforesaid, certify that Donald L. Parks, Sr. personally came before me this day and acknowledged that he is Secretary of Summerfield, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.

Witnessed my hand and official stamp or seal, this 30th day of November, 1998.

My commission expires: 11/22/2002

Patricia K. Fecker  
Notary Public



NORTH CAROLINA  
PASQUOTANK COUNTY

The foregoing or annexed certificate(s) of Patricia K. Fecker, Notary ~~(K) (E) (X)~~ Public of Pasquotank County, State of NC, is ~~XXXX~~ certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the Office of the Register of Deeds of Pasquotank County, North Carolina, in Deed Book 640, Page 710.

This the 1st day of December, 1998, at 8:39 o'clock A. M.

Wallis J. Summerhouse  
Register of Deeds

By: Denise Werks Daid  
Deputy ~~XXXXXX~~

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