

PREPARED BY & RETURN TO JOHN W. DEES PO DRAWER 8 GOLDSBORO, NC 27533

NORTH CAROLINA
WAYNE COUNTY

RESTRICTIVE COVENANTS AND
ROAD MAINTENANCE AGREEMENT
CREEKS EDGE SECTION ONE

This Declaration of Restrictive Covenants and Road Maintenance Agreement entered into this ____ day of December, 2022 by WoodCox Developments, LLC, hereinafter Declarant,

WITNESSETH that whereas Declarant is the owner of certain lands located in Pikeville Township, Wayne County, North Carolina, whereas Declarant has established a general plan for the improvement and development of said lands, whereas Declarant wishes to subject said lands to the protections and restrictions herein declared to insure the best use of the property, to enhance property values, to protect the natural beauty and features of the property, to guard against haphazard development and inadequately constructed or poorly designed structures, and to encourage the purchase of lots and erection of attractive homes, and whereas Declarant has concluded that the best interests of all owners will be served by the inclusion of a road maintenance agreement herein,

IT IS HEREBY DECLARED that the following restrictive and protective covenants and road maintenance agreement shall hereafter be in effect:

ITEM 1. Property. The property that is subject to this instrument consists of those lands described on Revised Final Map, Creeks Edge, Section One, recorded in Plat Cabinet P, Slide 71-H, Wayne County Registry, and all future Sections of Creeks Edge evidenced by plats recorded in the Wayne County Registry.

ITEM 2. Land Use. Each lot in Creeks Edge, Section One and all future Sections of Creeks Edge shall be used solely for single family residential purposes. No lot shall be used for access to any adjoining property not a part of Creeks Edge.

ITEM 3. Architectural Review Committee. Christopher R. Cox and Stephen L. Wood shall hereby constitute the Architectural Review Committee. Either member may be replaced by Declarant at any time.

ITEM 4. Types of Improvements. Only one single family dwelling not exceeding one-story-and-a-half may be constructed on each lot. One story dwellings shall have a minimum of 1,500 square feet of heated floor area. One-story-and-a-half dwellings shall have a minimum of 1,750 square feet of heated floor area. Accessory structures, garages and storage areas are allowed provided they are compatible with the lot and dwelling design. All improvements have to be approved by the Architectural Review Committee prior to construction.

ITEM 5. Setbacks. No building, dwelling, garage, or storage building shall be placed closer than 30 feet from the front lot line, 20 feet from the lot line on any side street, 10 feet from the side lot line and 15 feet from the rear lot line.

ITEM 6. Easements. The Declarant reserves the right to subject the real property herein described to utility easements over each front, side and rear five (5) feet of each lot for installation and maintenance of utilities.

ITEM 7. Prohibitions. No part of said property shall be used for business, manufacturing, commercial or professional purposes. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No sign or billboard shall be erected or maintained on the premises other than temporary "for sale" signs. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a trade or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop, gift shop or automobile repair shop shall be carried on upon any lot. No trade materials or inventories may be stored or regularly parked on the premises. In-house businesses may be conducted so long as (1) the business is conducted solely by the homeowners or occupants, (2) no outside signs or other advertisement is done and (3) the business is not visited by customers or suppliers. No trailer, tent, shack, barn or other outbuilding without prior approval of the Architectural Review Committee shall be erected or placed on any lot covered by these covenants. Except with the prior consent of the Architectural Review Committee, no detached garage shall at any time be used for human habitation either temporarily or permanently. No trucks, pickups, boats, trailers or motor homes shall be parked on public streets of the subdivision. No tractor-trailer trucks shall be parked overnight. No cars which are not in working condition and regularly used shall be parked overnight. Boats, trailers, recreational vehicles and temporary structures shall not be used as living quarters in any case.

ITEM 8. Appearance. The owners of all lots shall be responsible for keeping such lot mowed, trimmed and cleaned. Should any lot owners fail to maintain his or her property in a neat and clean and well mowed manner, then the Architectural Review Committee shall have lot cleaned up and the owner of such lot shall be responsible for the costs incurred by the Architectural Review Committee in doing so. Garbage containers shall be kept in the back yard and shall not be visible from the street.

ITEM 9. Animals. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property. Pigs, chickens and the like shall not be permitted under any circumstances. No more than two dogs shall be allowed and all dogs kept outside must be securely chained or fenced.

ITEM 10. Combination of Lots. Any number of lots may be combined provided the lots newly created are each greater in size than the largest or larger lot in the combination as shown on the original plat of that area of the subdivision. The Architectural Review Committee shall have the authority to approve new lot lines and to waive any previously existing setbacks and to establish new ones. Combinations or recombinations of lots shall meet any requirements of governing authorities. The Declarant shall have the right to create new roads or streets on existing lots if the same is approved by the Architectural Review Committee.

ITEM 11. Homeowners Association. A homeowners association shall be established to promote and develop the common good and social welfare of the residents of the subdivision. In order to fulfill the purpose of the association, the association shall maintain common areas, road shoulders, and adherence to restrictions contained herein. In addition, the association will determine the basis for assessing the costs incident to the purposes of the association. Assessments may include an annual maintenance fee. The homeowners association will be responsible for road maintenance until such time as NCDOT should take over responsibility for road maintenance. Purchasers of lots are subject to the terms and conditions of any agreement establishing the specifics by which the homeowners association will operate.

ITEM 12. Roads. The Declarant shall be responsible for the construction and initial maintenance of the roads within the subdivision and shall insure that all such roads are in compliance with the Department of Transportation. The NCDOT will impose standards by which the roads can be accepted. Any driveways, landscaping, or conditions created by lot owners that interfere or violate compliance conditions for NCDOT road acceptance will be corrected by individual lot owners at their own expense. Road maintenance will become the responsibility of the homeowners association at a point in time determined solely by Declarant prior to acceptance by NCDOT.

ITEM 13. Miscellaneous.

- (a) No trees greater than 6" in diameter will be cleared or cut without prior written approval of the Architectural Review Committee except the area around the house and driveway. This is not intended to unduly restrict the clearing of land, but to avoid having lots clear cut.
- (b) All driveways shall have a minimum width of 12 feet and shall be paved from street edge at least 75 feet.
- (c) No single dwelling may be permanently occupied by multiple families, or groups of unrelated persons. Permanent occupancy is defined by the Architectural Review Committee.
- (d) Only one yard sale per dwelling per year is allowed.
- (e) Satellite dishes are not allowed unless approved by the homeowners association.

(f) Swimming pools (not above ground) are allowed but the location and plans must be first approved by the Architectural Review Committee.

(g) All fences must receive prior approval.

ITEM 14. Enforcement. Enforcement shall be the responsibility of the homeowners of the subdivision, but the Declarant, the Architectural Review Committee or any lot owner shall also have the right to bring enforcement proceedings. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both. The prevailing party in any enforcement proceeding shall be entitled to recover from the adverse party a reasonable sum for reimbursement for attorney's fees and court costs incurred in enforcing or defending matters related to these covenants in an amount to be determined by the Court.

IN WITNESS WHEREOF, the Declarant has executed this instrument on this the day and year first above written.

WoodCox Developments, LLC

By: _____
Member-Manager

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for said State and County, do hereby certify that _____, Member-Manager of WoodCox Developments, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the ____ day of December, 2022.

Notary Public

My Commission Expires: _____