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Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK **4514** PG **662-674**

File

Prepared By: Gregory K. James, PA, 315 South Evans Street, Greenville, NC 27858
Mail to: East Domus Development, LLC

NORTH CAROLINA

PITT COUNTY

**DECLARATION OF CONDITIONS, RESTRICTIONS AND COVENANTS
RUNNING WITH THE LAND COUNTRY CLUB CREEK, PHASE 2,
AND COUNTRY CLUB CREEK HOMEOWNER'S ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS, EAST DOMUS DEVELOPMENT, LLC, hereafter referred to as "Declarant", as owner of the hereinafter described real property, does hereby covenant and agree to and with all other persons, firms or corporations now owning or hereafter acquiring as owners any lot or parcel of land in the area and subdivision designated as Country Club Creek, Phase 2, which is located in Ayden Township, Pitt County, North Carolina, and specifically shown on map of record in Map Book 91, Pages 197 of the Pitt County Registry, said lots or parcels are hereby subjected to the following covenants and restrictions as to the use thereof, running with the land, by whomsoever owned, to wit:

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Ayden Township, Pitt County, North Carolina, which is more particularly described as follows:

Lying and being in the Ayden Township, Pitt County, North Carolina and being all of Country Club Creek, Phase 2, as shown on map recorded in Map Book 91, Pages 197 of the Pitt County Registry; being Lots 47 through 64; Lots 149 and Lot 150 and Lots 160-172. The developer may at his discretion add additional section(s) to the subdivision and covenants included but not limited to tax parcel 91154.

NOW, THEREFORE, Declarant hereby declares that all of the properties described

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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 same, 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
TERMINOLOGY**

Section 1: "Association" shall mean and refer to Country Club Creek 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 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 by the Association to be reserved to the Association at the time of the conveyance of the first lot and as shown on the recorded plat plus any property that may be deeded to the association, at a later time.

Section 5: "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(s) as shown on the recorded plat for said subdivision, if any and shall be known when platted as Lots 42 through 64; Lots 149 and 150; and Lots through 160 through 172;, plus any properties that may be deeded to the association at a later time.

Section 6: "Declarant" shall mean and refer to East Domus Development, LLC., its successors and assigns.

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

**ARTICLE II
COMMON AREA**

Section 1: **Owner's Easement of Enjoyment**. Every owner shall have a right and easement of enjoyment in and to the Common Areas, if any, 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 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 voters. 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 his right of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3: **Transfer of Common Areas**:. The Declarant herein will convey to the Homeowners' Association listed herein, *the common areas as shown on the above-referenced plat, if any*, as designated by parcel and plat. Declarant may also subsequently convey any other areas which may be hereinafter designated as "Common Areas" to the Homeowners' Association.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Section 1: **Every owner of a lot which is subject to assessment, as set forth in Article IV below, 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. Every member shall be subject to the By-Laws of the Association, whether currently of record or to be recorded in the Pitt County Register of Deeds Office. Every member shall be subject to the By-Laws for the Association, whether currently of record or to be hereinafter recorded. The developer will have all the votes of the association until such time as the developer chooses to turn control of the association over to the lot owners.

**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 assessment or charges to cover the expenses of the maintenance and repair or improvement of the common areas and facilities, 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 of the assessment. Assessments are to be paid to the Association as set forth in **ARTICLE 1, TERMINOLOGY, Section 1**, as set forth previously herein. **At the closing of each lot on which a house has been built and a Certificate of**

Occupancy has been issued, the closing attorney shall collect an upfront assessment in the amount of at least \$50.00, being the initial assessment, plus the first year's dues, which will start at an estimated amount of at least \$200.00 prorated daily, which shall be made payable to Country Club Creek Homeowner's Association, Inc. The amount of actual assessments charged will be based on the provisions set forth above In Article 4 section 1, Numbers 1 and 2, and said assessments may be increased.

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, landscaping maintenance, the cost of repairs and maintenance, electricity, replacements and additions, the cost of labor, equipment, materials management and supervision, the payment of taxes assessed against the Common Area, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3. **Basis and Maximum of Annual Assessments.** No assessments shall be made on any lot until the platted lot shall have been conveyed by deed. The maximum annual assessment or annual dues shall be determined by the Declarant herein and/or by the Board of Directors for the Association. The Board of Directors or Declarant may fix annual dues or assessments to cover the expected costs of the HOA.

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, 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 the 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 thirty (30) days nor more than (60) days in advance of the meeting.

Section 6: Uniform Rate of Assessment. Except as provided for Class B

members, both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7: Date of Commencement of Annual Assessments and Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of which a new home attains a certificate of occupancy and is purchased by the homeowner. It is not the intent of the owners to assess any Lot during the construction phase. The initial lot owner who receives a deed from the Declarant shall not pay assessments until the initial owner receives a certificate of occupancy from the local governing authority and the home is occupied or after 18 months after the lot was purchased from the declarant, whichever comes first. 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 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 and 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 eighteen per cent per annum and shall constitute a lien on the lot. 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 assessments 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 assessment 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
COMMITTEES

The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE VI
USE RESTRICTIONS

1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of fifteen (15) years from the date of execution of this document, at which time said covenants shall be automatically extended for successive periods of fifteen (15) years unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part. (A majority is considered to be fifty-one percent (51%) or more of the then owners of the lot. In order to change said covenants in whole or part prior to the above-referenced 15-year period, approval of seventy five percent (75%) or more of the owners of the lots at the time of said change shall be required.)

2. If the undersigned or its successors or assigns, shall violate or attempt to violate

any of the covenants herein, it shall be lawful for 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 and either to prevent him or them from so doing or to recover damages or other dues for such violation, except the party of the first part is specifically excluded from any liability for damages.

- 3. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other of the provisions, which shall remain in full force and effect.
- 4. **Minimum Square Foot.** No dwelling having less than 1800 square feet of heated living area shall be permitted on any lot. All houses are to be a minimum of 18” off the **FINISH GRADE** either raised slab or crawl space, no slab on grad homes.
- 5. **Setbacks.** No house shall be located on any residential building lot nearer than the minimum building lines. The minimum building lines shall be:

Front	25’
Side	10’
Side Street	25’
Rear	30’

The minimum setbacks are also on the recorded plat.
- 6. **Approval.** A property owner must obtain approval from Declarant, its heirs, successors and/or assigns, on house plans prior to construction. All approvals shall be in written form, either by a letter or email.
- 7. No structure shall be erected, placed or permitted to remain on any residential lot other than the one detached single-family dwelling not to exceed two and one-half stories in height and other outbuildings incident to the residential use of the lot. Carports will only be permitted if they are in the back of the house and not visible from the street and receive prior permission from East Domus Development LLC.
- 8. No more than one dwelling may be built on any lot; however, nothing shall prevent the building of one dwelling on more than one lot.
- 9. No mobile home, prefabricated modular home, package home, or other pre-built home shall be placed on any lot. Any residence built on any lot shall be “stick built” except that prefabricated roof trusses and prefabricated fireplaces and chimneys may be utilized in a residence built on any lot.
- 10. **Residential Use.** All houses constructed on said lots are intended for occupancy by resident owners only and shall not be constructed or sold primarily for the purpose of rental. The lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residential purposes only, and no building shall be erected, altered, placed or permitted to remain on any lot other than one single family detached dwelling, not exceeding more than two stories and an attic (finished or unfinished), an enclosed garage for not more than

3 cars (which shall be optional and not required) and appropriate outbuildings incidental to the residential use of the premises.

- 11. No structure of a temporary nature, including, but not limited to a trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding erected on the lot shall at any time be used as a residence, and no trailer or mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on any lot; that this prohibition shall not exclude the use of a detached garage or other small outbuilding for storage or playroom use, properly constructed and located on a lot approved by East Domus Development, LLC prior to the erection; that travel trailers and motor homes shall not be excluded under this provision, provided that they are of the size and quality not to be offensive to the residential character of the neighborhood. PRIOR WRITTEN PERMISSION MUST BE OBTAINED IN WRITING FROM EAST DOMUS DEVELOPMENT, LLC OR ITS SUCCESSOR(S) PRIOR TO PLACING ANY TRAVEL TRAILER OR MOTOR HOMES IN THE SUBDIVISION.
- 12. Nothing herein contained, shall be construed as imposing any covenants or restrictions on any property of the owners of this tract of land other than those properties to which these Restrictive Covenants specifically apply.
- 13. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat as above referred to. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract except for those improvements for which a public authority or utility company is responsible. Furthermore, an easement of **FIVE FEET** in width for the installation and maintenance of underground utilities and drainage is reserved along every front and side lot line and an easement of **TEN FEET** in width for the installation and maintenance of underground utilities and drainage is reserved along every rear lot line as may be marked on the record plat. Some lots may be more so, refer to the recorded plat.
- 14. **Trade.** No trade, business, profession or other type of commercial activity shall be carried out on any lot, except that an Owner may conduct business activities within the lot so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve visitation of the lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the properties; (d) no storage or inventory on any lot or within any structure on the lot; and (e) the business activity is consistent with the residential character of the Properties and do not constitute a nuisance, or a hazardous or Offensive use,, or

threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of East Domus Development, LLC, its successors or assigns.

- 15. **Approval.** A property owner must obtain approval from Declarant, its heirs, successors and/or assigns, for the location of a satellite dish or comparable communication device and solar panels on any lot. Each such device shall be adequately landscaped, screened and located in a rear yard.

- 16. **Approval.** A property owner must obtain approval from Declarant, its heirs, successors and/or assigns, for the installation of fencing. No fences shall be placed in the front yard area of any lot. Fences should commence from the back corner of the residential structure. *Corner lots shall be confined to small areas as approved by Declarant.* No chain link fences allowed.

- 17. **HOA Dues.** Each property owner(s) will be responsible initial assessment and annual dues, as set forth in Article IV, Section 1 herein, which will be pro-rated during the first year, or charges to cover the expenses of the maintenance, repair or improvement of the common areas which consist of landscaping of any berms, entry areas into Country Club Creek, Phase 2, as shown on plat thereof in Map Book 91, Page 197 of the Pitt County Registry. A late fee of ten dollars can be assessed if payments are 30 days late.

- 18. **Clean up Fee.** During the construction of any building on a lot in any phase of Country Club Creek, the owners will ensure that all debris is cleaned regularly. *Declarant reserves the right to assess a \$100.00 cleaning charge to any lot owner of failure to comply with this provision.* Declarant shall have the right to file a lien for all sums assessed hereunder in the office of the Clerk of Court of Pitt County and to enforce said lien pursuant to the provisions of N.C.G.S. 44A.

- 19. **Animals.** No animals, livestock, poultry or reptiles of any kind shall be raised, bred, or kept on any portion of the property except that domesticated dogs or cats and small, non-offensive household pets, may be kept by an owner, provided they are not kept or used for breeding or maintained for any commercial purpose, and it is further provided that it is the intent of the covenant to allow owners of lots on the property to keep pets within reason, but there will not be allowed on the property and unreasonable number of such animals. Regarding ownership of dogs and cats, no more than two (2) will be permitted outside (Example: only 2 dogs or 2 cats or 1 dog and 1 cat). Any dog or other animal deemed to be a dangerous animal by Greenville/Pitt County animal control officers may not be kept in the subdivision. Owners are responsible for the conduct and waste of their pets.

- 20. **Residential Use.** All houses constructed on said lots are intended for occupancy by resident owners only and shall not be constructed primarily for the purpose of rental. The lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residential purposes only, and no building shall be erected, altered, placed or permitted to remain on any Lot, other

than one single detached dwelling, not exceeding more than two stories and an attic (finished or unfinished), an enclosed garage for not more than 3 cars (which shall be optional and not required) and appropriate outbuildings incidental to the residential use of the premises.

- 21. **Storage Buildings and other Accessory or Outbuildings.** All accessory or outbuildings must be designed, maintained, and site built using finish materials which are aesthetically comparable with dwelling located on the property with foundations of brick or other material approved by the declarant. No used buildings or prefabricated buildings will be permitted. All must be located behind the house and not highly visible from the street. Metal buildings are not permitted.
- 22. **Garage Doors.** It is preferred that garage doors with remote control open to the side or back and do not face the street. Garage doors may open facing a street under certain conditions. In such case, the garage must be finished with painted drywall or paneling, or other suitable materials and have a personal door exiting the garage as approved by the declarant.
- 23. **Driveways.** All driveways shall be constructed of concrete, asphalt, or masonry. The driveways should not infringe on any drainage easements located on any lot. Please see the recorded map of the subdivision on Map Book 91, Pages 197 in the Pitt County Registry for the location of easements which may or may not restrict driveway locations. Please refer to #13 Easements and to #29 *Infrastructure Damage*.
- 24. **Signs.** No sign of any kind shall be displayed to the public view on this property except one sign of not more than eight (8) square feet advertising the property for sale, or signs used by a builder, developer, realtor or owner to advertise the property during construction and then for sale. No signs for "Rental" are allowed.
- 25. **Vehicles.** No stripped, partially wrecked, or junk motor vehicles shall be permitted to be parked or kept on any lot. All motor vehicles of any type kept on any lot shall have current registration and inspection certificates. No trailer, mobile home, motor home, no one (1) ton trucks, heavy duty trucks, tractors or large trailers, or camper-like recreation vehicles may be stored or parked upon the premises of any lot. Boats, boat trailers and/ or utility trailers shall be permitted to remain upon any lot if it is in a garage, storage building or the driveway.
- 26. **Pools.** Any outdoor pools (in ground or out of ground) shall be in the backyard and have a privacy fence approved by the Declarant with the proper safety latches, locks, and height required, around the pool.
- 27. **Grills, Liquid Propane Tanks, Large Statuary, Yard Ornaments, Furniture, Arbors and or Gazebos, Bicycle or other Ramps.** Grills, liquid propane tanks, large statuary, yard ornaments, furniture, arbors and/or gazebos, and skateboard,

bicycle and other sport ramps shall not be permitted in the front of a residence and may only be placed in the rear of each residence and must be screened from view of the street. No basketball goals on the road will be allowed. No outside clothes lines shall be permitted.

28. **Covenants Restrict to Lots Described Herein; Reservation of Right by Owner to Designate Lots as Streets.** Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the owners of this subdivision other than those properties to which these Restrictive Covenants specifically apply. East Domus Development LLC, its successors and assigns, hereby expressly reserve the right and privilege to designate one or more of the lots shown on the aforesaid map of Country Club Creek Phase 2, which is of record in Map Book 91, Pages 197 of the Pitt County Registry, for the use of streets for access to adjoining property, and for egress and ingress between the property shown on the aforesaid map and adjoining property, and authority of East Domus Development LLC., to designate one or more lots shown on the aforementioned map for the use as a street shall include the right to offer for dedication one or more of the lots for the use as a street for access purposes; and such designation of said lots for streets can be made at any time East Domus Development LLC is the record owner of such lot or lots to be offered for dedication or at any time that the record owner of such lot or lots consents in writing to such designation, by East Domus Development LLC, and before the construction of a house thereon, by recordation of an instrument in the Pitt County Registry; the provision of these covenants respecting the use for residential purposes shall not be deemed to prevent the designation and use of such lots for streets for access to adjoining property; in the event that East Domus Development LLC shall designate one or more lots shown on the aforementioned map for use as a street, it reserve the right to establish a new setback line of the yard of the lot or lots abutting or adjoining said street or streets.
29. **Infrastructure Damage.** If the sidewalk, curb, or other infrastructure improvements should be damaged during construction on a lot, or otherwise, whether said damage is caused by the lot owner, its builder, or otherwise, the owner of said lot shall be required to repair any such damage promptly. In addition, should East Domus Development LLC, or its successor(s) be called upon by the City of Ayden to repair any such damage, East Domus Development LLC, or its successor(s) shall be indemnified by the relevant lot owner for any expenses incurred by East Domus Development LLC or its successor(s) in making such repairs.
30. **Mailbox Post and Mailboxes.** A uniform mailbox post being the Mayne Newport Mailbox Post (#newpmail) with a large black mailbox (#0143362) is to be installed by the builder. If these specifications become unattainable, then the declarant reserves the right to make changes.
31. The Declarant, its heirs, successors and/or assigns reserve the right to make

Modifications or waivers to the restrictive covenants in their sole discretion until the last lot is sold by East Domus Development, LLC.

IN WITNESS WHEREOF, the declarant and any other necessary party have hereunto set their hands and seals this the _____ day of _____, 2024.

EAST DOMUS DEVELOPMENT, LLC

BY: John H. Evans (SEAL)
John H. Evans, Member/Manager

STATE OF NORTH CAROLINA
PITT COUNTY

I, a Notary Public for said County and State, certify that John H. Evans personally came before me this day and acknowledged that he is the Member/Manager of Vicus Development, LLC, a North Carolina limited liability company, and that by authority duly given. Witness my hand and Official Seal or Stamp, this 25 day of April, 2024.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES:
11-04-2025

