

Type: CONSOLIDATED REAL PROPERTY
Recorded: 1/29/2026 4:49:34 PM
Fee Amt: \$26.00 Page 1 of 7
Pitt County, NC
Lisa P. Nichols REG OF DEEDS

BK 4734 PG 365 - 371

PREPARED BY: Hahn and Meyerhoeffer, PA

NORTH CAROLINA

PITT COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
WARREN RIDGE 2

KNOW ALL MEN BY THESE PRESENTS, that PITT COUNTY FARMS, LLC, does hereby covenant and agree to and with all and other persons, firms, and corporations, now owning or hereafter acquiring as owner, any lot or parcel of land in the area designated as "WARREN RIDGE 2" which is located in Carolina Township, Pitt County, North Carolina, and specifically described as follows:

Being all the Lots 3,4,5, and 6 of Warren Ridge 2 as shown in Map Book 55 at Page 4 of the Pitt County Public Registry.

NOW THEREFORE, Declarant hereby declares that all the property herein 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 property and shall be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each such party, to wit:

Submitted electronically by "Hahn and Meyerhoeffer, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Pitt County Register of Deeds.

1. These covenants shall run with the land and shall be binding on all parties and persons claiming under them until January 1, 2046, at which time these covenants shall be automatically extended for successive period of ten (10) years unless by vote of the then owners of the lots located within said lands, it is agreed to change said covenants in whole or in part. This Declaration may be amended in full or part during the first twenty (20) year period by an instrument signed the Lot Owners. To be effective any amendment must be recorded in the Office of the Register of Deeds of Pitt County. Notwithstanding the foregoing, the Declarant, specifically reserves the absolute and unconditional right, as long as Declarant owns any Lot, to amend this Declaration without the consent or joinder of any party to: (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or pursuant to any requirement of any federal, state or local government entity, agency or authority; (ii) conform to the requirements of mortgage lenders or title insurance companies; or (iii) perfect, clarify, or make internally consistent the provisions herein. Furthermore, Declarant may amend these Covenants for any reason without the consent of anyone within the first five years after the recordation of these Covenants. Notwithstanding any other terms and conditions contained herein, no amendment may be made to this Declaration amending or terminating the rights of the Declarant without the prior written consent of the Declarant.
2. This property shall be known, described, and restricted to residential purposes only, and no structures shall be erected, placed or permitted to remain on said property other than one single-family dwelling (which may include an attached garage or carport for not more than three cars) and two non-attached outbuildings to be constructed incidental to the residential use of the property. No manufactured or modular homes are to be located on the property. All homes must be stick built on site.
3. The interior heated floor area of any dwelling constructed on any lot on the property, exclusive of open porches and garages, shall not be less than 1,600 square feet.

4. 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 neighborhood.
5. No structure of a temporary nature, including but not limited to a trailer, mobile home, basement, tent, shack, garage, junk cars, 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, modular home, basement, tent, shack, garage, barn or other outbuilding shall be permitted to exist on the property as a residence.
6. 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 when for sale.
7. No poultry, swine, goats, cows or other livestock may be located or permitted upon said land except horses and chickens, excluding the rooster, not to exceed 10 in number of any age and must be in an enclosed pen.
8. No lot shall be used or maintained for outside storage of bulk items such as building materials or any other items, or 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. No commercial or business activity shall be permitted or shall be allowed to remain on the property, and no activity shall be carried on which under the ordinances of Pitt County, North Carolina are identified as "cottage industries". No trade materials or inventories may be stored upon the premises, and no business or commercial venture shall be directed or carried out at the property.
10. No trucks or tractors may be regularly stored or parked on the property or county roads. This provision shall not, however, be interpreted to prohibit a pick-up truck, up to $\frac{3}{4}$ tons in size, which is used by any owner of this property for this personal conveyance and such truck may be parked upon the

property. Also, the owner of any portion of the property may park thereon a lawn tractor to be used for the upkeep of the property. Any vehicle without current license plate registration must remain inside the dwelling house garage or a detached out-building. No dog kennels may be located on the property and no more than 3 dogs and 3 cats may be permitted upon said property, whether inside or outside.

11. Other than as provided herein, no dwelling, building, structure, fence or outbuilding, of any kind or nature, shall be constructed, erected, placed on any lot on the property nor shall any exterior addition or change (including a change of materials and/or a change of color) to any structure 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 harmony of external design and location in the relation to surrounding structures and topography by Declarant or to an architectural committee of three or more persons appointed by the Declarant. However, if plans have been delivered in writing by certified mail, return receipt requested, or by hand delivery to a Manager of Declarant or an architectural committee appointed by Declarant and no response is given within thirty (30) days of such receipt, the plans shall be deemed accepted. All outbuildings must match the existing home in color, same type of siding (e.g. vinyl, brick or stone) and a matching shingled roof. Panel sided and/or metal roof detached structures are not permitted. Notwithstanding anything else herein to the contrary, above ground pools shall only be allowed with prior written approval of Declarant or the architectural committee. Such above ground pools, if allowed, shall be located in the backyard area of the Lots, and shall have decking and enclosures of wood or shrubbery to shield such pools from view. All roof pitches must be at least 6/12.
12. No outside radio or television satellite dish antenna shall be erected on any residential Lot within the Subdivision, except there may be one (1) dish-type antenna not exceeding eighteen (18) inches in diameter on each Lot. Any such permitted satellite dish antenna shall be located on the rear roof of the house, on a pole attached to the structure, not exceeding twenty (20) feet in total height, or at

ground level if not attached to a structure. All such antennas mounted at ground level or on a pole shall be in the rear yard area of each Lot. Rear yard is defined as any area behind the rear corners of the home, extended to the left or right property line all the way back to the rear property line. No communication device, transmitting tower or antenna exceeding the height of twenty (20) feet from ground level, shall be placed, used, or erected on any Lot within the property, either temporarily or permanently, and same shall not be permitted to exist on the property. Any communication device, transmitting tower or antenna not exceeding twenty (20) feet in height shall be in the rear yard area of each Lot, and shall be attached to a structure.

13. All utilities, including liquid propane gas tanks, must be placed underground.
14. No family dwelling shall be located nearer to the front lot line than the minimum building setback lines as shown on the recorded map. No family dwelling shall be located nearer than ten (10) feet to any side lot line. No outbuilding shall be in front of the rear line of the dwelling built on said lot nor shall it be located nearer than ten (10) feet from any side lot line. No structure of any sort except a fence as approved herein shall be located nearer than ten (10) feet from the rear lot line.
15. For the purposes of providing for access from the property to any adjacent or surrounding lands, the Declarant hereby retains the right to utilize any portion of the property for the installation of roads, drives or other necessary means of access to such adjacent or surrounding lands, and the installation of such means of access by Declarant over any lot presently located within the property as shown by any recorded map shall not constitute a violation of these restrictive covenants. The rights reserved in this paragraph are assignable by the Declarant.
16. The following types of fences shall be permitted, after having obtained written approval for the fence from Declarant or its designee. Any permitted fence shall be constructed, erected, or placed at least one foot from the property line of such lot. Permitted fences are black chain link, wrought iron, aluminum, PVC, and pressure treated wood. Fences must start and stop at the left and right rear corners of the home and can extend in a parallel fashion to the left and right property lines and towards the

rear property line. A detached pen for horses or other animals is permitted. In any case, the location of the fence must have necessary approval prior to placement as required for any structure herein. Fences cannot be constructed in drainage easements recorded to identify surface water drainage. Fences can be placed over underground storm water pipes, but care should be taken not to damage the underground pipes.

17. The exterior siding of each home must be free of mold and mildew. All exteriors must be maintained, including replacing, or repairing missing or damaged siding and shingles. Owners are required to keep said land free of rubbish and trash, and shall maintain the land and dwelling there on in a clean and normal residential appearance.
18. Grass must be maintained at a height less than 6 inches. Flowerbeds must be free of weeds. Bushes and trees must be pruned on a regular basis. Sprouts on bushes cannot be greater than 12 inches at any time.
19. No lot at any time is allowed to be subdivided.
20. 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.
23. Any portion of the property dedicated to and accepted by a local public authority shall be exempt from the declarations contained herein.
24. Drainage and utility easements are reserved on said lots as shown on the recorded plat mentioned above.
25. 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, the owner reserving the right to develop other sections of the subdivision in other fashion or for other purposes.

26. It is expressly understood and agreed, that the several Restrictive Covenants contained herein shall attach to and run with the land for the benefit of any and all persons who now may own, or who may hereafter own property in "Warren Ridge 2", and such persons are specifically given the right to enforce these Restrictions through any proceeding at law or in equity, against any person or persons violating or threatening to violate such Restrictions, and to recover any damages suffered by them from any violation; provided, the Declarant is specifically excluded from any liability for monetary damages.

IN WITNESS WHEREOF, MAXINE SPEIGHT, Member/ Manager of Pitt County Farms, LLC, the Declarant, has executed this document, this the 28 day of Jan, 2026.

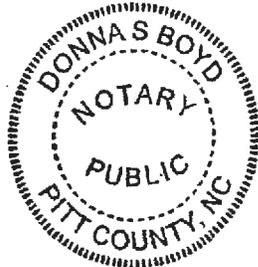
PITT COUNTY FARMS, LLC

BY: Maxine A. Speight (SEAL)
MAXINE SPEIGHT

NORTH CAROLINA
PITT COUNTY

I, Donna S. Boyd, a Notary Public for said County and State, do hereby certify that **MAXINE SPEIGHT, Member/ Manager of Pitt County Farms, LLC**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 28 day of January, 2026.



Donna S. Boyd
Donna S. Boyd, Notary Public

My Commission Expires: 09-17-2030