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 WAYNE COUNTY, NC  
 CONSTANCE B. CORAM REGISTER OF DEEDS  
 BK **3822** PG **518-522**

**STATE OF NORTH CAROLINA**  
**COUNTY OF WAYNE**

**DECLARATION OF RESTRICTIVE COVENANTS FOR ADDS ROAD LOTS**  
**PIKEVILLE, NC**

**SAMUEL WILKINS AND LAURIE WILKINS, DECLARANTS**

**PLAT CABINET P, SLIDE 59-H**  
**LOTS 1,2,3,4,5 AND 6**

This DECLARATION, made and entered into this the 25 day of May, 2023, by the Declarants, Samuel Wilkins and Laurie Wilkins (hereinafter referred to as Declarant") as the owners of certain real property located in Pikeville, Wayne County, North Carolina, as described in Plat Book 3744 Pg 494-498 Wayne County Registry.

This declaration is executed and filed for the purpose of establishing certain restrictions as to the use of the Property described herein. The Property to which the Declaration applies shall be all of Lots 1, 2, 3, 4, 5, And 6 as shown on the plat entitled Boundary Survey for Sharon R. Smith and Others by Johnny Williams Land Surveying recorded in Plat Cabinet P, Slide 59-H, Wayne County Registry.

*Sam Wilkins*  
*901 Marler RD*  
*Benson, NC 27504*

**WITNESSETH:**

The following Declaration shall apply to the above-referenced property in perpetuity:

**ARTICLE I**  
**LOT USE**

- A. **Land Use.** No building or lot covered under this Declaration shall be used for any purpose other than residential use. At no time shall any portion of the Property be used for commercial or agricultural purposes.
- B. **Building Type and Size.** No dwelling shall be erected which is smaller than 1,300 square feet of habitable space. No mobile homes, modular homes, prefabricated homes, or any pre-assembled home shall be allowed on any of the Property. No lot may have more than one accessory building.
- C. **Setback Requirements.** All setback requirements shall be established by Wayne County at the time of construction of any building or accessory building. Regardless of Wayne County requirements, no accessory building shall be placed in front of the main entrance of any dwelling.
- D. **Temporary Structures.** Temporary structures of any kind are disallowed. Temporary structure is any storage, outbuilding, carport, garage, tent, shack, or other structure which is not permanently affixed to the Property.

**ARTICLE II**  
**EASEMENT AREA MAINTENANCE**

All lot owners shall be responsible for the maintenance of the entire lot, regardless of the presence of any easement or right-of-way. At no time shall the Declarant be responsible for maintaining any lot once conveyed to a lot owner.

**ARTICLE III**  
**COMMUNITY RULES**

The Declarant reserves the right to establish a set of community rules which shall apply to all Lots for so long as the Declarant owns a majority of the Lots defined herein as the Property. At all times, the Lot Owners shall observe the following rules regardless of the ownership of the Declarant:

- A. **Animals.** No animals, livestock, or poultry shall be raised, bred, housed, kept, or allowed on any of the Property other than traditional household pets, including, but not limited to dogs and cats. All animals must be kept on a leash while in the public right of way or while outside of the dwelling unit. While on the Lot Owner's property the animal may be free to roam if the Lot Owner installs a fence on the Lot Owner's property at the Lot Owner's sole expense.
- B. **Nuisances.** Each Lot Owner shall refrain from creating any nuisance or disturbing the quiet enjoyment of fellow Lot Owners. Nuisance shall be defined as noxious or offensive activity including, but not limited to obnoxious noise or smells.

**ARTICLE IV  
MISCELLANEOUS**

- A. **Term.** This Declaration shall continue for a period of twenty-one (21) years after the death of the last surviving Declarant and shall be binding upon all Lot Owners or their successors in interest. These covenants may be amended, extended, or modified by any instrument which is duly executed and recorded prior to the termination of this Declaration or any extension thereof.
- B. **Enforcement.** The Declarant or any Lot Owner shall be authorized to enforce this Declaration of Covenants by filing any such complaint against the offending Lot Owner in a court of competent jurisdiction. This Declaration is governed by the Laws of the State of North Carolina.
- C. **Severability.** Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect, and the failure of any person or persons to take action to enforce these covenants shall not be construed as a waiver of said covenants now or in the future.

**NOW, THEREFORE,** in accordance with the above preamble, recitals, and provisions which by this reference are made a substantive part hereof, Declarant and Owners declare that all the lots and parcels constituting the Property are held and shall be held, conveyed, encumbered, used, occupied, and improved subject to the provisions of this Declaration, all of which are declared by the Declarant and Owners, and agreed upon by the Declarant's successors in title, to be in furtherance of a plan of development established for the purpose of enhancing and protecting the value, desirability, and attractiveness thereof.

The provisions of this Declaration are intended to create mutual and equitable servitudes upon each of said lots and parcels in favor of each and all other lots and parcels; to create reciprocal rights between their respective Owners of all such lots and parcels; to create privity of contract and estate between the Grantors of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all other such lots and parcels in the Development and their respective Owners, past and future.

The Declarant further declares that all of the property described herein on above said recorded plats (and all future plats(s) that may be made a part hereof in the manner set forth below) is made subject to these Restrictive Covenants and 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 the Property as it now exists and may hereafter be expanded, and that such easements, restrictions, covenants and conditions shall burden and be appurtenant to and run with said property and be binding on all parties now or hereafter owning said real property and their respective heirs, successors and assigns, having any right, title or interest in the properties

now or hereafter subjected to these Restrictive Covenants and shall inure to the benefit of each owner thereof and their respective heirs, successors and assigns.

REMAINDER OF PAGE LEFT BLANK;  
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Declarant and Owners have caused this instrument to be signed in its company name by its duly authorized Managing Member on the day and year written herein below.

*Sam Wilkins*

Samuel Wilkins, Owner/Declarant

*Laurie Wilkins*

Laurie Wilkins, Owner/Declarant

STATE OF NORTH CAROLINA

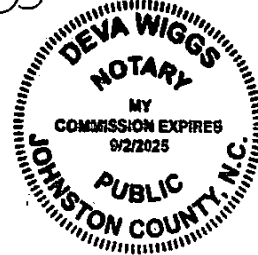
COUNTY OF Johnston

I, Deva Wiggs, a Notary Public of the County and State aforesaid, certify that Samuel Wilkins, personally came before me this day and acknowledged that he is the Owner of the Property to which this Declaration applies, and being authorized to do so, executed the foregoing document.

Witness my hand and official stamp or seal, this 25 day of May 2023.

*Deva Wiggs*  
Notary Public

My commission expires: 9/2/2025



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