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Wilson, NC  
Lisa J. Stith Register of Deeds

**BK 2973 PG 410 - 417**

**NORTH CAROLINA**

**Declaration of Protective Covenants  
Restrictions and Conditions For  
Marvin's Manor Subdivision**

**WILSON COUNTY**

Prepared By DeLeon Parker, Jr.

6556-1 1/1 8

Red Oak Farms Development, LLC, does hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the real estate hereinafter described that the said real estate is hereby subjected to the restrictions hereinafter set form as to the use and occupancy thereof by whomsoever owned. The real estate that is hereby subjected to the restrictions hereinafter set forth is described as follows:

File No: 6556-1-SCD

PIN No: 2783-75-5692.000 and 2783-85-0005.000

Lying and situate in Old Fields Township, Wilson County, North Carolina, and BEING all of that 68.78 acre parcel (including 2.05 Acres in the right-of-way for Farmwood Loop (SR 1303)) as shown on that map entitled "Recombination Plat, Property of Francis Lamm Pearsall & Elizabeth L. Murphy", dated August, 2008 and recorded in Map Book 37, Page 116, Wilson County Registry.

The developer reserves the right to add additional property that shall be subject to the terms and conditions of this Declaration.

The above-described lots are hereby subjected to the following restrictions as to the use and occupancy thereof:

ARTICLE I.

Section 1. "Additional Land" shall mean and refer to the real estate described in a deed recorded in Book 2963, Page 416, Wilson County Registry which is not subjected herein to these covenants.

Section 2. "Declaration" shall mean and refer to this Declaration of Protective Covenants, Restrictions and Conditions for Marvin's Manor Subdivision.

Section 3. "Declarant Control Period" or "Developer Period" means the period of time during which Declarant holds a fee simple interest or contractual right in any portion, however small, of the land described hereinabove or in the Additional Land.

Section 4. "Developer" and "Declarant" shall mean and refer to Red Oak Farms Development, LLC, a North Carolina Corporation with its principal office in Wilson County, North Carolina.

Section 5. "Front Yard" shall mean and refer to the area of the Lot between the street right of way, whether front or side, and the fence erected by Developer or initial contractor at or near the rear of the dwelling constructed on the Lot.

Section 6. "Lot" shall mean and refer to all residential building lots as shown upon the recorded Subdivision plat of Marvin's Manor Subdivision.

Section 7. "Owner" shall mean and refer to the record owner, including Declarant, whether one or more persons or entities, of a fee simple title to any Lot located within the Subdivision.

Section 8. "Marvin's Manor Subdivision" shall mean and refer to that certain real property described on a plat of Marvin's Manor Subdivision, recorded in Map Book 43, Pages 226-227, Wilson County Registry, and such other real property as is annexed to this Declaration by Developer.

## **ARTICLE II. COVENANTS**

Section 1. **Residential Use Only.** No lot shall be used except for residential purposes only. No dwelling shall be erected, altered, placed or permitted to remain on any lot, other than one detached, single-dwelling not to exceed two stories in height, and a private garage for not more than three cars and other outbuildings incidental to residential use of the lot.

Section 2. **Approval of new construction.** No building, prefabricated outbuilding, fence, dwelling, or other structure shall be erected, placed or altered on a Lot until the construction or alteration plans and specifications, including the exterior color scheme and a plan showing the location of the structure, have been approved by the Architectural Control Committee (hereinafter the "Committee") as to quality of workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finished grade elevation. No fence or walls shall be erected, placed or altered on a Lot except to the rear of the house which must be similarly approved. Approval by the Committee shall be as hereinafter provided. Driveway pipe installed must be installed on all driveways in accordance with the final grading plan on file with the Architectural Control Committee and North Carolina Department of Transportation requirements.

Section 3. **Architectural Control Committee Composition and Operation.** The Architectural Control Committee is composed of Red Oak Farms Development, LLC, ("Red Oak Farms Development"). The Committee may designate a representative to act for it, and in the event of the death or resignation of Red Oak Farms Development, Developer may appoint one or more persons to take his place, and such successors shall have full authority to act. The appointment of such a successor member shall be executed in writing and filed in the office of the Register of Deeds of Wilson County.

All communications addressed to the Committee shall be addressed to Marvin's Manor Architectural Control Committee, c/o Red Oak Farms Development, LLC, 5088 Oak Level Road, Rocky Mount, NC 27803, or such other address as shall be set forth by the Declarant.

The Committee's approval or disapproval of plans submitted to it shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove the plans within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit

to enjoin the construction has been commenced prior to the completion thereof, approval will not be required.

Section 4. **Wilson County Zoning.** The Lots are subject to the zoning and subdivision ordinances and regulations of Wilson County, and all dwellings constructed on a Lot shall comply with all such applicable ordinances and regulations.

Section 5. **Easement Reservations.** Easements for installation and maintenance of utilities and drainage and other easements are reserved as shown on the recorded plat of the Subdivision.

Declarant reserves an easement for itself, its grantees, successor and assigns, to enter upon the Subdivision for access, including ingress and egress for both vehicles and pedestrians, to and from any public street, road, land, walkway or right-of-way. The easement shall be over the streets, sidewalks, bridges and other access ways of the Subdivision. Declarant further reserves the right to connect, at Declarant's expense, to any street, roadway, walkway or other means of access that are located on the Common Areas of the Subdivision. This reservation of access easements and the right of connection should be construed liberally in favor of the Declarant, in order to facilitate the development of all or any portion of the Subdivision.

Section 6. **No Nuisances. No Businesses. Hobbies.** No obnoxious or offensive activity thing shall be carried on or permitted upon any lot, nor shall anything be done or permitted thereon which may be or become an annoyance or nuisance to the owners of Lots in the Subdivision. No business profession, trade, craft, or industrial activity whatsoever shall be carried on or established upon any Lot or any structure erected thereon except home-based businesses with limited visitors. No trade materials or inventory shall be stored on any Lot in a manner visible to other lots or from the Road.

No hobby or other activity which might tend to cause disorderly, unsightly or unkept conditions shall be pursued, permitted, or undertaken on any part of any Lot or portion of the Subdivision.

Section 7. **No Temporary Structures.** No structure of a temporary character, trailer, double-wide, modular home, mobile home, manufactured home, camper, basement, tent, shack, barn or other outbuilding shall be used at any time as a residence, either permanently or temporarily. No metal buildings or structures shall be erected on any Lot.

Construction trailers, temporary construction buildings and the like are permitted for construction purposes during the construction period of residential structured provided they shall be removed from the Lot within ten (10) days after a certificate of occupancy has been issued for the residential structure or improvement being constructed.

Unless otherwise allowed herein, there shall be no outside storage or parking upon any Lot, or within any portion of the Landscape Easements of any mobile home, trailer, tents, motor home, tractor, truck campers, motorized campers or trailers, motorcycles, motorized bicycles, motorized go-carts, boats, jet skis or any other transportation devices.

Section 8. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except as expressly permitted herein. No more than two (2) non-vicious and non-dangerous dogs, cats or other combination of dogs and cats may be kept, provided such household pets may not be raised, bred or kept for commercial purposes. Pets must be kept in an enclosed area in the rear of the yard when not on a leash.

Section 9. **No Garbage; Shielding; Junk Vehicles.** No Lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage and other waste shall be kept in sanitary containers and located at the rear of any dwelling located on the Lot. All equipment for the

storage or disposal of such material shall be kept in a clean and sanitary condition and be screened from view or shielded by the use of shrubs, fences, or other suitable screening material.

Pens, yards and houses for household pets, aboveground fuel storage containers, wood or other fuels, shall be located to the rear of the dwelling located on the Lot and be screened from view or shielded by the use of screened enclosure which must be compatible in appearance with the previously constructed residential structure. Exterior air conditioning and heating equipment, or other mechanical equipment shall be screened from view or covered by the use of shrubs, fences or other suitable screening material. Any such screened enclosure must exceed in height by at least one (1) foot any such aboveground fuel storage containers, wood or other fuels located on the Lot.

No junk and/or wrecked motor vehicles, including junked and/or wrecked boat, trailers, farm machinery, mowers or implements, shall be permitted on any Lot at any time.

**Section 10. Parking and Driveways.** All campers, trailers, boats, and any other recreational vehicles shall be kept inside a garage and generally not visible from the streets. No vehicles shall be parked in the front yard except on the paved driveway. All driveways and parking surfaces shall be covered with concrete.

No Owners or other occupants of any portion of the Subdivision shall repair or restore any vehicle of any kind upon or within any Lot, dwelling or any portion of the Landscape Easement, except within enclosed garages or for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

**Section 11. Lawn Maintenance.** Each Owner shall keep its Lot free of tall grass, undergrowth, dead trees, trash and rubbish. Yards must have grass coverage of 95% and the grass and other areas on a Lot must be properly maintained so as to present a pleasing appearance. In the event an owner does not properly maintain its Lot as above provided, then in such event the Committee may have the required work done, and the costs thus incurred shall be paid by the Owner.

**Section 12. Additional Land.** Developer reserves the option but is not obligated to subject all or portions of the Additional Land to these restrictions either by incorporation by reference in a deed conveying any portion of the same or a declaration recorded in the Wilson County Registry.

**Section 13. OMITTED.**

**Section 14. Fences.** Except as otherwise noted herein, fences shall not exceed the back corners of the Dwelling located on the Lot. Fences shall be constructed from either black coated chain link, or from black or white vinyl. Wood fences are prohibited.

**Section 15. Radio and Television Antennae.** No exposed or exterior radio or television transmission or receiving antennae shall be erected, placed, or maintained on any part of a lot or upon a structure thereon. Subject to prior approval of the Declarant, small television antennae satellite dishes attached to the house structure may be allowed.

**Section 16. Special Provisions for Large Acreage Lots.** Lot 26 and 27 have significant acreage from other lots in the Subdivision and, therefore, a different character from the other lots in the subdivision. In recognition of this character difference, the following additional or different restrictions shall apply to Lots 26 and 27. If any of the provisions of this Section pertaining to Lots 26 and 27 conflict with another section in this Instrument, then the provisions of this Section control as to Lots 26 and 27.

Section 16.1 **Animals.** Poultry is permitted for personal use provided they are housed or penned in an aesthetically pleasing manor and not free range. Hens are permitted. Crowing roosters are prohibited. Ducks or geese or also permitted on the ponds for personal enjoyment. Up to 4 horses are permitted. Horse stalls, horse fencing, and barns necessary to support horses are expressly permitted provided they are aesthetically pleasing and approved by the Architectural Control Committee.

Section 16.2 **Fencing.** Three or Four rail fencing for horses, or post and single top rail with black vinyl coated welded wire is permitted in addition to other fencing as approved in Section 14 herein. Fencing for horses as prescribed herein is the only fences that may be constructed of wood, but any wood horse fence must be painted black and routinely maintained to keep a pleasing aesthetic appearance. Black vinyl coated welded wire may also be used in conjunction with the rail fencing. If black vinyl coated welded wire is used, it must be placed on the interior of the fence. Fencing for poultry may be welded wire and may be unpainted. Barbed wire is expressly prohibited.

Section 17. **Casualty.** Any dwelling or improvement on any Lot which is destroyed in whole or in part by fire or other casualty must be rebuilt forthwith or all debris removed and the Lot restored to a slightly condition with a reasonable promptness; provided, however, that in no such event shall such debris remain on such Lot longer than 120 days from the date of the fire or other casualty.

Section 18. **Underground Utilities.** All telephone, electric and other utility lines and connections between the main utility lines serving a Lot or dwelling and any building constructed on any building site shall be concealed and located underground so as not to be visible.

Section 19. **Duration.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2047, on which date they shall automatically be extended for successive periods of ten (10) years unless these covenants are changed, amended, or removed in whole or in part by an instrument joined in by a majority of the Owners and recorded in the Wilson County Registry.

Section 20. **Amendment.** In view of the change in economic or other conditions and in order to facilitate the protection of property interests in the Subdivision and to preserve the character and atmosphere of the Subdivision, the Developer reserves the right to modify and amend the provisions of this Declaration during the Declarant Control Period; and the waiver, joinder, or consent of any adjacent property Owner or any other property Owner in the Subdivision shall not be required.

After expiration of the Declarant Control Period and so long as is consistent with the design, scheme and purposes of this Declaration, the Owners may amend this Declaration at any time by the affirmative vote or written agreement of the owners of not less than 2/3 (66.67%) of the votes of Owners in the Subdivision. Any amendment must be recorded in the Wilson County Register of Deeds. Following the end of the Declarant Control Period, no such agreement to amend, in whole or in part, shall be effective unless written notice of the proposed amendment is sent to every Owner at least thirty (30) days in advance of any action taken, and no such amendment shall be effective with respect to any permanent easements or other permanent rights or interests relating to the Common Areas herein created unless such amendment is consented to in writing by Declarant and all other beneficiaries of such permanent easements and rights of interests.

Section 21. **Waiver of Violations.** There is also reserved to the Developer the right to waive any violation of the minimum building and set back lines without the consent of any property owner in the Subdivision.

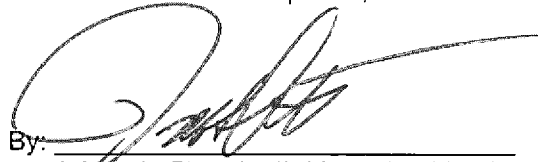
Section 22. **Enforcement.** Enforcement of any one of these covenants may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Section 23. **Validity.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force an effect.

SIGNATURE PAGE FOLLOW THIS PAGE

IN TESTIMONY WHEREOF, the undersigned has executed this Declaration in the manner required by law, this the 14 day of June, 2022.

Red Oak Farms Development, LLC

By:   
J. Marvin Shearin, II, Managing Member

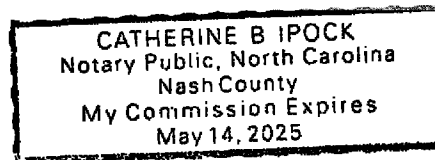
North Carolina  
Wilson County

I, Catherine B Ipock, Notary Public, do hereby certify that J. Marvin Shearin, II personally came before me this day and acknowledged that he is Managing Member of Red Oak Farms Development, LLC, a limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by him as Managing Member.

Witness my hand and notarial seal this the 14 day of July, 2022.

  
Notary Public

My Commission Expires:

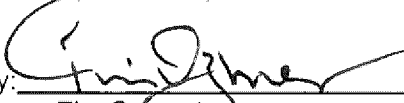


CONSENT OF MORTGAGEE

SAW REALEASTE, LLC, a North Carolina LLC and the holder of a deed of trust recorded in the Office of the Wilson County North Carolina Register of Deeds in Book 2963, Page 422, hereby consents to the execution and delivery of this Declaration and to the filing thereof, in the office of the County Recorder of Wilson County, North Carolina, and further subjects and subordinates the above-described deed of trust to the provisions of the foregoing.

IN WITNESS WHEREOF, SAW REALEASTE, by its authorized officer, has caused this Consent to be executed this July 13, 2022.

SAW REALEASTE, LLC

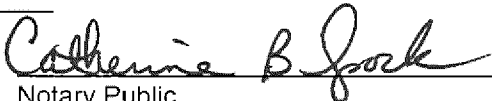
By:   
Name: Tim Ozment  
Title: Manager

State of North Carolina - County of Nash

I, Catherine B Iпок, a Notary Public of the County and State aforesaid, certify that Tim Ozment, Manager of SAW REALEASTE, 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 stamp or seal this 13 day of July, 2022.

My Commission Expires: \_\_\_\_\_

  
Notary Public

