

Type: CONSOLIDATED REAL PROPERTY  
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Fee Amt: \$26.00 Page 1 of 11  
Nash County North Carolina  
Sandra D. Davis Register of Deeds

**BK 3335 PG 487 - 497**

**NORTH CAROLINA  
NASH COUNTY**

**Declaration of Protective Covenants  
Restrictions and Conditions For  
Breedlove Subdivision**



Mail/Box to: Prepared by and return to Parker Law, PO Box 8334, Rocky Mount, NC

5562-2 VL 11

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 5562-2

Lying and situate in Nashville Township, Nash County, North Carolina, and being all of Lots 1 through 15, and Lots 17 through 45, as well as those Public Rights of Way shown as Pecan Drive and Sweet Potato Lane, Breedlove Subdivision, as shown on that map recorded in Map Book 45, Pages 79 through 80, Nash 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 located adjacent to those lots or property shown on map recorded in Map Book 45, Pages 7-8, as amended or supplemented by those maps recorded in Map Book 45, Pages 34-35, and Map Book 45, Pages 79-80, Nash County Registry, which is not subjected herein to these covenants.

Section 2. "Association" shall mean and refer to Breedlove Subdivision Owners Association, Inc., its successors and assigns.

submitted electronically by "The Parker Law Office PLLC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Nash County Register of Deeds.

Section 3. "Common Areas" shall mean and refer to all the real estate, personal property, and interests therein, now or hereafter owned by the Association for the common use and enjoyment of the Owners, and all areas within the Breedlove Subdivision which are or have been dedicated or deeded to the Association, or are dedicated on the Breedlove Subdivision plat as common area.

Section 4. "Declaration" shall mean and refer to this Declaration of Protective Covenants, Restrictions and Conditions for Breedlove Subdivision.

Section 5. "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 6. "Developer" and "Declarant" shall mean and refer to Red Oak Farms Development, LLC, a North Carolina Corporation with its principal office in Nash County, North Carolina.

Section 7. "Lot" shall mean and refer to all residential building lots as shown upon the recorded Subdivision plat of Breedlove Subdivision.

Section 8. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 9. "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 10. "Breedlove Subdivision" shall mean and refer to that certain real property described on a plat of Breedlove Subdivision, recorded in Map Book 45, Pages 7-8, as amended or supplemented by those maps recorded in Map Book 45, Pages 34-35, and Map Book 45, Pages 79-80, Nash County Registry, and such other real property as is annexed to this Declaration by Developer.

Section 11. "Builder" shall mean those persons or entities who have been approved by Developer or Declarant in writing that purchase Lots solely for the construction of dwellings to be occupied by others and that are properly licensed to act in such capacity. Adams Homes AEC, LLC is hereby approved by Developer and Declarant as a Builder.

**ARTICLE II.  
MEMBERSHIP IN ASSOCIATION**

Section 1. **Membership.**

Section 1.1 **Membership of Association.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a member of the Association. The foregoing is not intended to include any persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification of membership. As evidence of each Owner's membership, each Owner shall deliver to the office of the Association a photocopy of the page(s) of the deed(s) which contains the name of the Member and the Lot(s) owned by such Member.

Section 1.2. **Classes of Membership.** The Association shall have two (2) classes of Membership:

Section 1.2.1 **Class A Members.** Every person, group of persons, or entity which is a record Owner of a fee interest in any Lot is a Class A Member of the Association except the Declarant during the Development Period; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a Member.

Section 1.2.1 **Class B Members.** The Class B Member during the Development Period shall be the Declarant and Builder. The Class B Membership shall cease and be converted to Class A membership upon the expiration of the Declarant Control Period and upon Builder's conveyance of the last lot owned by it to a third party, at which time Builder's class B Membership expires.

Section 2. **Suspension of Membership.** During any period in which a Member shall be in default in the payment of any assessment levied by the Association which constitutes a lien upon the Member's Lot(s) the voting rights of such member may be suspended by the Board of Directors until such assessment has been paid.

Section 3. **Voting Rights.** All members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest in any Lot, all such persons shall be members. The one vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot, and no fractional vote may be cast with respect to any Lot. A Class A Member shall not be entitled to exercise any vote until the expiration of the Declarant Control Period.

**ARTICLE III.  
ASSOCIATION MAINTENANCE**

The Association, acting through its Board of Directors, shall maintain, repair or replace the Common Areas. The Association shall make the determination as to when maintenance, repair, replacement and care shall be done, and its determination shall be binding. Declarant has the right to employ a manager to oversee and implement the Association's maintenance obligations. The association shall pay any such management fees incurred in such oversight.

**ARTICLE IV.  
ASSESSMENTS**

Section 1. **Creation of the Lien and Personal Obligation of Assessments.**  
The Owner of a Lot by acceptance of a deed therefore shall be deemed to covenant and agree to pay the Association annual assessments or charges. The assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due and shall not pass to his successors in title as a personal obligation unless expressly assumed, regardless of the fact it is a lien on the Lot.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of defraying the cost of the Association in performing its duties and exercising its authority as outlined in this Declaration, and its By-Laws, including, but not limited to, payment of premiums for liability insurance, taxes, if any, maintenance and repair of the Common Area and any improvements thereon. All monies collected by the Association shall be treated as the separate property of the association, and such monies may be applied by the Association to the payment of any expense incurred in the administration of the Association, or to the proper undertaking of all acts and duties imposed upon it or authorized by virtue of this Declaration and the By-Laws of the Association. As monies for any assessment are paid to the Association by any Owner, the same may be commingled with monies paid to the Association by other Owners. Although all funds and common surplus, including other assets or

the Association, and any increments thereto shall be held for the benefit of the Members, no Member shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein except as an appurtenance to his Lot. When an Owner shall cease to be a Member by reason of his divestment of ownership of such Lot, by whatever means, the Association shall not be required to account to such Member for any share of the funds or assets of the Association, or which may have been paid to the Association by such Member, as all monies which any Member has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Association.

**Section 3. Annual Assessments.** The initial annual assessment for each Lot shall be Two Hundred Fifty and No Cents Dollars (\$250.00) per Lot until January 1, 2025. Annual Assessments thereafter may be increased or decreased by the Board of Directors of the Association.

**Section 4. Uniform Rate.** Annual assessments must be fixed at a uniform rate for all Lots and shall be collected annually or upon such other basis as the Board of Directors shall deem advisable. Provided, however, that assessments levied for the cost of reconstruction, maintenance, repair or replacement of improvements due to the willful or negligent acts of a Lot Owner, his family, guests or invitees, shall be assessed against the Lot within ten (10) days following completion of said reconstruction, maintenance, repair or replacement.

**Section 5. Date of Commencement of Annual Assessments Due Dates.** The annual assessments provided for herein shall commence as to each Lot on the first day following the conveyance to Owner other than Builder. The first annual assessment shall be adjusted according to the number of days and months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment 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. The due date shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid.

**Section 6. Effect on Non-Payment of Assessments.** Remedies of the Association: Any assessment or portions thereof which are not paid when shall be delinquent. If the assessment or portion is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate per annum allowed by law, but in no event to exceed fifteen (15%) per annum, and the Association may (1) accelerate the due date for all installments of assessments and declare the same due and payable, and (2) bring an action at law against the owner personally obligated to pay the assessment, and interest, costs, late payment charges and reasonable attorneys fees of any such action shall be added to the amount of such assessment, and/or (3) bring an action to foreclose the lien granted to the Association in the same manner that real estate deeds of trust and mortgages may be foreclosed in the State of North Carolina. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which the Association may at its option advance in order to preserve and protect its lien, and the Association shall further be entitled to interest at fifteen (15%) percent per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire by whatever means, any such interest in the ownership of any Lot, or who may be given or acquire a mortgage, lien or other encumbrances thereon, are hereby placed on notice of the lien rights granted to the Association, and shall acquire such interest in any Lot expressly subject to such lien rights.

**Section 7. Lien for Nonpayment of Assessments.** The lien herein granted unto the Association shall be enforceable from and after the time of recording a claim of lien in the public records of Nash County, North Carolina, which claim shall state the description of the lot encumbered thereby, the name of the Owner, the amount due and the date when due. The claim of lien shall be recordable any time after the delinquency and the lien shall continue in effect until all sums secured by said lien as herein provided shall have been fully paid. Such claims of lien

shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. No owner may waive or otherwise escape liability for the assessment provided for herein by abandonment of his Lot.

**Section 8. Fines.** Each Owner shall abide by the terms and provisions of these covenants and any subsequent rules that may hereafter be adopted by the Association. Failure by an Owner, its family, guests or invitees to abide by these covenants or subsequent rules may result in a fine not to exceed \$100 per day for any violation. These fines are in addition to any costs or expenses incurred by the Association to correct or remedy any such violation, all of which shall be due upon demand by the Association. Any such fine or costs not paid within ten (10) days may be enforced or collected by the Association in the same manner provided for the nonpayment of assessments.

**Section 9. Subordination of the Lien to Mortgage.** The lien of the assessments provided for herein on any Lot shall be subordinate to the lien of any mortgage or deed of trust duly recorded in the Nash County Registry on such Lot given by the Owner to secure an indebtedness to any bank, savings bank, savings and loan association, or any similar financial institution. Sale or transfer of any Lot shall not affect the assessment lien.

#### **ARTICLE V. MISCELLANEOUS PROVISIONS**

**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 one and one-half stories in height, and a private garage for not more than three cars and other outbuildings incidental to residential use of the lot. No signs, billboards, placards or devices shall be erected or placed upon the Lots, however, this prohibition shall not restrict a property owner from placing an ordinary name or address placard, the type of which is ordinarily used upon residential premises and shall not prohibit reasonable advertising by Developer, contractors, or owners of a Lot for purposes of development and sale or resale of Lots and dwellings within the Subdivision. Nothing in this Section 1 shall be construed to restrict Builder, Developer or Declarant from use of a model home or sales office in the Subdivision.

**Section 2. Approval of new construction.** No building, prefabricated outbuilding, fence, mail box, 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. Only fencing erected by the Developer will be permitted. Approval by the Committee shall be as hereinafter provided.

**Section 3. Architectural Control Committee Composition and Operation.** The Architectural Control Committee is composed of Red Oak Farms Development, LLC, Nashville, North Carolina ("ROFD"). The Committee may designate a representative to act for it, and in the event of the death or resignation of ROFD, 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 Nash County.

All communications addressed to the Committee shall be addressed to Breedlove Architectural Control Committee, c/o Red Oak Farms Development, LLC, 5088 Oak Level Road,

Rocky mount, North Carolina, 27803, or such other address as shall be set forth by the Association.

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. Developer / Declarant reserves the right to approve any plans and specifications submitted by Builder to Declarant, which approval shall be in writing and signed by Declarant ("Builder Approval"). Builder Approval shall be deemed blanket approval that complies with all conditions, architectural standards, and design guidelines herein or supplemented hereafter. Any Builder with Builder Approval shall not be subject to review or inspection by the Architectural Control Committee or Association.

Section 4. **Nash County Zoning.** The Lots are subject to the zoning and subdivision ordinances and regulations of the town of Nashville, Nash 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. Developer reserves the right to subject the real property in this subdivision to a contract with a utility provider for the installation of street lighting which requires a continuing monthly payment to the provider by each customer or the Association.

An easement is hereby reserved and/or granted in favor of the Declarant and/or the Association in, on, over and through the Common Areas and the Lots for the purposes of maintaining, cleaning, repairing, accessing, inspecting, testing, improving, regulating, operating, policing, replacing and otherwise dealing with the Common Areas, including all improvements thereon as required or permitted by the Constituent Documents or applicable law. An easement is hereby reserved in favor of Declarant over the Common Areas for the purpose of advertising or promoting sales of Lots or Dwellings in 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, barber or beauty shop or industrial activity or money-making endeavor whatsoever shall be carried on or established upon any Lot or any structure erected thereon. No trade materials or inventory shall be stored on any Lot. Nothing in this Section 6 shall be construed to restrict Builder, Developer or Declarant's use of a model home or sales office, or prevent or hinder Builder's construction of residential dwellings.

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.

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, upon any street shown in a duly recorded plat of the Subdivision or any addition thereto, or within any portion of the Landscape Easements or Common Areas, of any mobile home, trailer, tents, motor home, tractor, truck campers, motorized campers or trailers, motorcycles, motorized bicycles, motorized go-carts 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. All pet waste must be promptly removed and properly disposed of from front yards and commons areas.

**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 using 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 using 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 using 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.** Street parking shall be limited to temporary visitors. No cars, trucks, campers, trailers, recreational vehicles, boats, or personal watercraft may be regularly parked upon the streets, except during Builder's construction of Dwelling Units. Overflow guest parking onto subdivision streets is permitted on a temporary basis. All campers, trailers, boats, and any other recreational vehicles shall be kept inside a garage or in the fenced back yard and generally not visible from the streets. No vehicles shall be parked in the front yard except on the paved driveway. No vehicle shall be displayed as being "for sale." No truck in excess of one (1) ton shall be parked on any Lot in the subdivision except during the period of construction by the Developer or Builder. 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 and/or Common Areas, 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 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 Nash County Registry.

Section 13. **Rentals Prohibited.** To protect the equity of the Lot Owners and to carry out the purpose for which the Association was formed by preserving the character of the Property as a homogeneous owner-occupied residential community and to avoid the character of a renter-occupied community, no Dwelling in the Subdivision may be leased or rented, for any duration, by the respective Owners at any time.

If any Owner is in violation of this provision, the Association may bring an action in its own name and/or in the name of the Owner to have a non-Owner occupant evicted and/or to recover damages. If permitted by present or future law, Association may recover all its costs, including Court costs and reasonable attorney fees, and such costs shall be a continuing lien upon the Lot which shall bring the Lot in the hands of the then Lot Owner and the Lot Owner's successor and assigns.

Section 14. **Above Ground Pools Prohibited.** Above ground pools and wading pools are expressly 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 or the Association, small television antennae satellite dishes attached to the house structure may be allowed.

Section 16. **No Clothes Lines.** Outside clothes lines are 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. **Signs.** No signs (excluding typical "For Sale" and similar signs not to exceed two (2) feet by three (3) feet), billboards or other advertising structures of any kind (except a sign erected by the Declarant to identify the development and advertise Lots for sale), may be erected or maintained upon any Lot; provided, however, that construction identification signs not to exceed two (2) feet by three (3) feet showing the Lot number and the name of the builder may be exhibited upon the Lot during the period of construction. This Section 19 shall not apply to signs erected by Builder, Declarant or Developer.

Section 20. **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, 2050, 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 Nash County Registry.

Section 21. **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 Association 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 in the Association. Any amendment must be recorded in the Nash 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 Member 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 22. **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 23. **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 24. **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 29 day of February, 2024.

Red Oak Farms Development, LLC

By:   
J. Marvin Shearin II, Managing Member

North Carolina  
Nash County

I, Amber Lamb, 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 29 day of Feb, 2024.

  
Notary Public

My Commission Expires:

**AMBER LAMB**  
NOTARY PUBLIC  
Wilson County, North Carolina  
My Commission Expires August 29, 2028

CONSENT OF MORTGAGEE

SAW REALEASTE, LLC, a North Carolina LLC and the holder of a deed of trust recorded in the Office of the Nash County North Carolina Register of Deeds in Book 3176, Page 268, ~~+ Book 3285,~~ hereby consents to the execution and delivery of this Declaration and to the filing thereof, in the ~~Page 49,~~ office of the County Recorder of Nash 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 March 1, 2024.

SAW REALEASTE, LLC

By: Betsy Flanagan  
Name: ~~Betsy Flanagan~~  
Title: Manager

State of North Carolina - County of Nash

I, Kelly P. Winstead, a Notary Public of the County and State aforesaid, certify that Betsy Flanagan, 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 15<sup>th</sup> day of March, 2024.

My Commission Expires: 6/21/25 Kelly P. Winstead  
Notary Public

Kelly P Winstead  
NOTARY PUBLIC  
Nash County, NC