

Type: CRP
Recorded: 3/27/2025 10:36:44 AM
Fee Amt: \$26.00 Page 1 of 9
Wilson, NC
Lisa J. Stith Register of Deeds

BK 3109 PG 542 - 550

NORTH CAROLINA

WILSON COUNTY

1/1 (9)

**Declaration of Protective Covenants
Restrictions and Conditions For
SILO RIDGE FARMS Subdivision**

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: 8635-DD Parcel ID and PIN No: 2781-05-6585.000

LYING and situate in Old Fields Township, Wilson County, North Carolina, and being all of that portion of Tract 3 lying on the east side of the centerline of SR 1152 (Radio Tower Road) on map recorded in Plat Book 16, Page 217, Wilson County Registry, LESS AND EXCEPT all of that property described in instrument recorded in Book 2033, Page 437, Wilson County Registry.

BEING that portion of the property described as "Tract 13" in instrument recorded in Book 3043, Page 315, 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 3043, Page 315, Wilson County Registry which is not subjected herein to these covenants.

Section 2. "Association" means the Silo Ridge Farms Owners Association, Inc. formed as a non-profit corporation, its successors and assigns.

Section 3. "Bylaws" means and refers to the Bylaws of the Association as they may be amended from time to time.

Section 4. "Common Areas" shall mean and refer to all the real estate (including entrance-way, retention ponds, storm drainage improvements, streets or roads (including any dedicated streets prior to their acceptance for public maintenance), entrance landscaping and street lights) owned leased or maintained by the Association for the common use and enjoyment of the Owners.

Section 5. "Declaration" shall mean and refer to this Declaration of Protective Covenants, Restrictions and Conditions for SILO RIDGE FARMS Subdivision.

Section 6. "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 7. "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 8. "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 9. "Lot" shall mean and refer to all residential building lots as shown upon the recorded Subdivision plat of SILO RIDGE FARMS Subdivision.

Section 10. "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 11. "SILO RIDGE FARMS Subdivision" shall mean and refer to that certain real property described on a plat of SILO RIDGE FARMS Subdivision, recorded in Map Book 45, Pages 137-141, Wilson County Registry, and such other real property as is annexed to this Declaration by Developer.

**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. The Class B Membership shall cease and be converted to Class A membership upon the expiration of the Declarant Control Period.

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 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

reasons 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 ZERO Dollars (\$0.00) per Lot until January 1, 2026. 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 or 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 the Owner by Developer. 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 attorney's 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 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 IV. 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 SILO RIDGE FARMS 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. **Other Structures – Storage - Accessory Structures:**

Section 7.1 **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.

Section 7.2 **Vehicular Storage Prohibited.** 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 7.3 **Accessory Buildings.** Accessory buildings must have a permanent foundation. No metal buildings or structures are permitted on any lot on the west side of Radio Tower Road. Metal buildings or shops no larger than 20 feet x 40 feet on permanent foundations are permitted on those lots on the east side of Radio Tower road that access via Radio Tower Road. Accessory buildings shall have an approved vegetative screening plan submitted for Architectural Review along with building approval to create a visually pleasing aesthetic from the

Road and neighboring structures. The Owner is responsible for maintaining screening in good condition to ensure continuous compliance with architectural approval requirements.

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 four (4) 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.

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.

Up to 1 horse per every two acres is 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 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.** No vehicles shall be parked in the front yard except on the paved driveway. All driveways and parking surfaces shall be covered with concrete.

Except as otherwise provided for herein all campers, trailers, boats, Jet Skis and recreational vehicles must be stored either inside a garage or at the rear of the property on an impervious surface like concrete, pavers, or gravel. Boats and Jet Skis must be trailered. These vehicles should not be visible from the streets, except as allowed under specific exceptions. Parking of these vehicles or craft in the front yard is prohibited, except on a paved driveway.

All campers, recreational vehicles, boats, and trailers must have current tags and registrations, and must not have any flat tires. The maximum length for campers and recreational vehicles is 45 feet, while boats and trailers should not exceed 26 feet in length.

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. **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.

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 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 14. **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 15. **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 16. **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 17. **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 18. **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 19. **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.

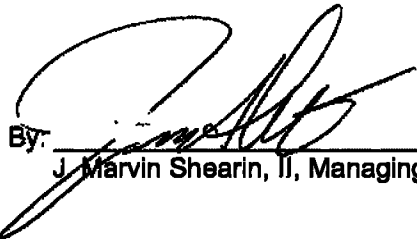
Section 20. **Enforcement.** Enforcement of any one of these covenants may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Section 21. **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 27 day of March, 2025.

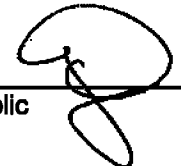
Red Oak Farms Development, LLC

By: 
J. Marvin Shearin, II, Managing Member

North Carolina
Wilson County
Nash

I, Deleon Parker Jr., 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 27 day of Mar, 2025.


Notary Public

My Commission Expires:

DELEON PARKER JR
Notary Public, North Carolina
Nash County
My Commission Expires
May 03, 2025