
Doc No: 10110232
Recorded: 02/26/2026 01:01:14 PM
Fee Amt: \$26.00 Page 1 of 3
DocType: R/C
Franklin County North Carolina
Brandi S. Brinson, Register of Deeds
BK 2423 PG 303 - 305 (3)

Prepared by:
B. N. Williamson, IV
Jolly, Williamson & Williamson
P. O. Box 96
Louisburg, NC 27549

NORTH CAROLINA

FRANKLIN COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS, made this 26th of day of February, 2026, by **R & R Construction of Louisburg, LLC, a North Carolina limited liability company**, hereinafter called "Declarant", of Franklin County, North Carolina;

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described hereinbelow and desires to subject said real property to the Restrictive Covenants hereinafter set forth.

NOW, THEREFORE, Declarant, for itself, its successors, heirs and assigns, hereby declare that the following described real property located in Sandy Creek Township, Franklin County, North Carolina, is and shall be held, transferred, sold and conveyed subject to the Restrictive Covenants hereinafter set forth. The real property is more particularly described as follows:

BEING all of Lots 1, 2, 3, 4, and 5, according to survey prepared by CMP, Professional Land Surveyors, as shown on plat thereof dated January 2, 2025, entitled "Minor Subdivision for Sutton Road, Owner: R and R Construction of Louisburg LLC, Sandy Creek Township, Franklin County, North Carolina," same being of record in Book 2026, Page 33, in the Franklin County Register of Deeds.

Property Address: Sutton Road, Louisburg, NC 27549

ARTICLE I

Real Property. The real property hereinabove described is subject to the following restrictive covenants to ensure the best use and the most appropriate development and improvement of each lot thereof, to protect the owners of lots against improper use of surrounding lots and poorly designed structures that shall depreciate the value of their property, and to ensure the highest and best development of said real property.

ARTICLE II

Land Use and Building Type. All lots shall be used for residential purposes only and shall not be subdivided. No dwelling shall be erected, altered, placed or permitted to remain on any building site other than one detached, single-family home. Any and all exterior lights shall be installed in a manner to protect the privacy of the adjacent property owners and to minimize light pollution. Any and all improvements and landscaping shall be maintained to prevent an appearance of disrepair and to maintain an aesthetically pleasing appearance. No mobile or manufactured homes shall be allowed. No commercial breeding of livestock or animals of any kind, including the sale of said livestock and said animals, shall be allowed.

ARTICLE III

Building Design, Size and Location. The heated living area of the residential structure, exclusive of porches, garages, carports and basements, shall be "stick built," shall not be less than two thousand (2,000) square feet, and no more than three (3) stories in height. Non-residential structures, including but not limited to outbuildings, storage sheds, and detached garages, shall be limited to two (2) units, shall be located at the rear of the residential dwelling and shall be permitted with Franklin County. Any and all dwellings and improvements shall comply with Franklin County's AR zoning setback requirements.

ARTICLE IV

Landscaping and Access. All lots shall be maintained to prevent overgrowth of vegetation, including but not limited to grass, plants, shrubs, and weeds. There shall be no trash or garbage placed or stored upon any lot that is not enclosed within a dwelling, structure or trash bin. Any and all access to and from the public road, including but not limited to driveway access to said dwellings and any other permitted structures, shall be constructed with asphalt, brick, cement, gravel, or stone.

ARTICLE V

Personal Property. No inoperable or unregistered vehicles shall be kept or stored on any lot with the exception of such vehicles kept or stored within a fully enclosed garage. All other personal property, including but not limited to vehicular trailers, all-terrain vehicles, golf carts, boats and campers, shall be screened from the public road with fencing or landscaping.

ARTICLE VI

Rentals. Any and all leases of the real property hereinabove described shall not be less than one (1) year.

ARTICLE VII

Term. These restrictive covenants shall run with the land and shall be binding upon all lot owners and all persons claiming under said lot owners for a period of twenty-five (25) years from the date hereof,

unless an instrument signed by Declarant or all of the successive lot owners is recorded with the Franklin County Register of Deeds agreeing to modify said covenants in whole or in part.

ARTICLE VIII

Enforcement and Severability. Any lot owner may bring an action with the Franklin County Clerk of Court to enforce any provision of the restrictive covenants stated herein. The invalidation of any one (1) of these covenants or any part thereof by judgment or court order shall not affect any other covenant or provision, which shall remain in full force and effect and the neglect of any lot owner to take action to enforce any violation of these restrictive covenants shall not be construed as a waiver and shall not prevent the enforcement of said restrictive covenants in the future.

IN TESTIMONY WHEREOF, Declarant, **R & R Construction, LLC**, a North Carolina limited liability company, has caused this instrument to be executed the day and year first above written by affixing its names and seals hereto.

R & R CONSTRUCTION, LLC, a North Carolina limited liability company

By:

Floyd Ray Merritt
Floyd Ray Merritt, Member-Manager

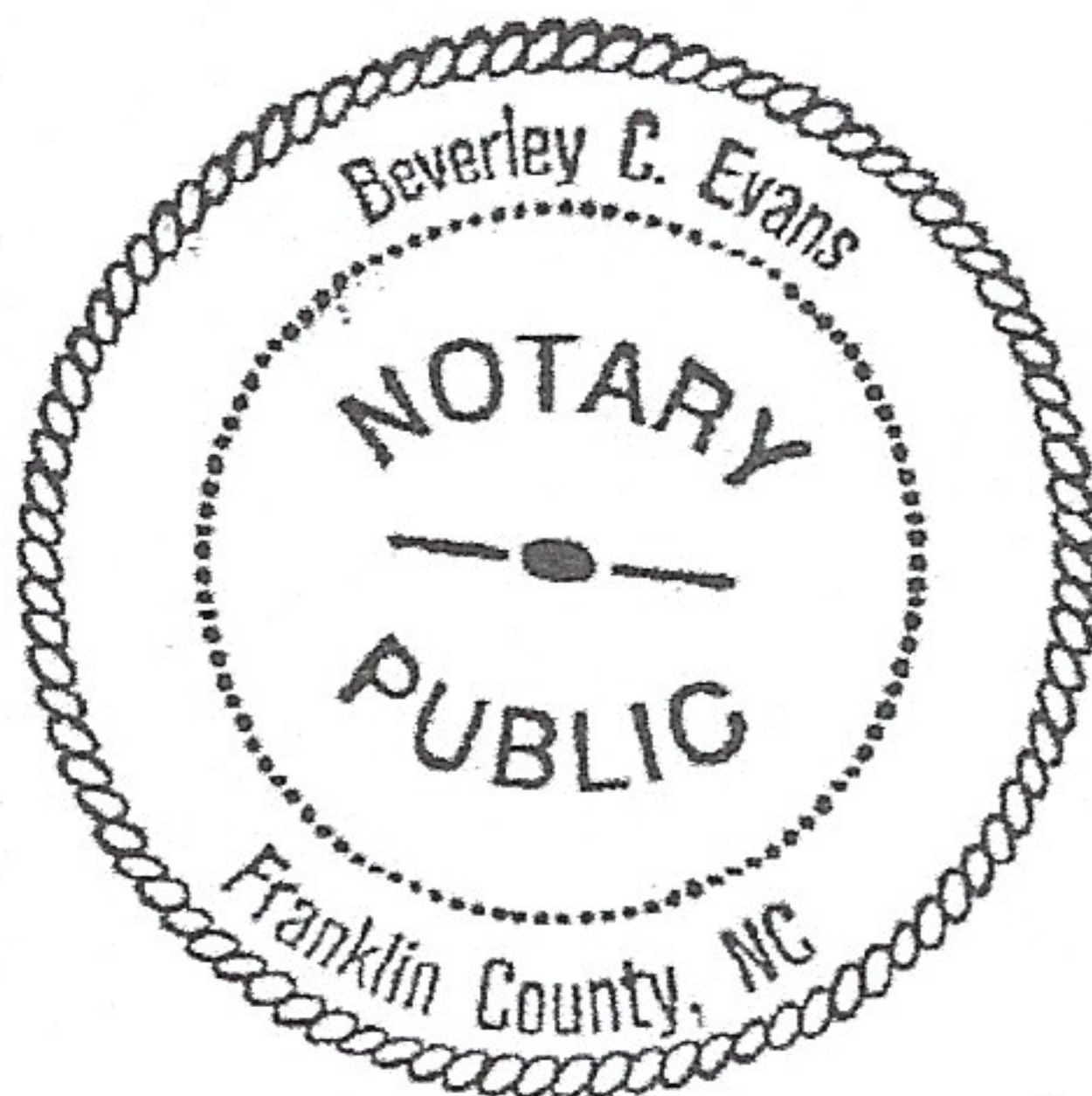
(SEAL)

STATE OF NORTH CAROLINA

COUNTY OF FRANKLIN

I, the undersigned Notary Public for the aforesaid County and State, do hereby certify that **Floyd Ray Merritt**, member-manager of R & R Construction, LLC, a North Carolina limited liability company, appeared before me on this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

WITNESS my hand and official seal, this the 26th day of February, 2026.



Beverley C. Evans
Signature of Notary Public

Beverley C. Evans
Typed or Printed Name of Notary Public

My Commission Expires: 03/13/30

(N. P. SEAL)