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Brandi S Brinson, Register of Deeds
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STATE OF NORTH CAROLINA
FRANKLIN COUNTY

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
ALBRIGHT ACRES II

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is made this 14 day of
JULY, 2021 by ALBRIGHT ACRES, LLC., hereinafter referred to as Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and is desirous of subjecting said real property to the Protective Covenants and Restrictions hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, Declarant hereby declares that the real property described in Article II hereof is and shall be held, transferred, sold, and conveyed subject to the Protective Covenants and Restrictions set forth below.

ARTICLE I
DEFINITIONS

"Declarant" shall mean and refer to ALBRIGHT ACRES, LLC, a North Carolina limited liability company, its successors, and assigns.

"Declaration" shall mean and refer to this Declaration of Protective Covenants and Restrictions for the Property, as it may be amended and supplemented (by Supplemental Declarations) from time to time.

"Lot" shall mean and refer to any numbered or lettered plot of land shown upon any recorded community map of the Property and to any Lot on which a residential structure has been fully constructed and is being or to be occupied as a residence.

"Subdivision" shall mean and refer to the community of all the numbered or lettered plots of land shown upon any recorded community map of the Property.

"Owner" or **"Lot Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Person" means any natural person, corporation, joint venture, partnership, association, trust, limited liability company or any other legal entity.

"Property" shall mean and refer to that certain real property described in Article II and hereafter made subject to this Declaration.

"Supplemental Declaration" shall mean an addition to this Declaration which imposes additional restrictions and obligations on the Property.

ARTICLE II REAL PROPERTY

Section 1: Property made subject to Declaration: The real property made subject to this Declaration is known as ALBRIGHT ACRES II, located in Franklin County, North Carolina, and is more particularly described as follows:

BEING all of Lots 1 through 3 containing 4.58 acres as shown on plat entitled "Minor Subdivision Plat for ALBRIGHT ACRES, LLC." as recorded in Book of Maps 2020, Page 358-358 (1), Franklin County Registry, and being Franklin County Tax Parcels 006591, 046719, 046720.

No other property other than described above shall be deemed subject to this Declaration until specifically made subject hereto. The Declarant may, from time to time, subject additional real property to the Protective Covenants and Restrictions herein set forth by appropriate reference hereto.

ARTICLE III PURPOSE

Section 1: Purpose of Protective Covenants and Restrictions: The Property herein described is subjected to the Protective Covenants and Restrictions hereby declared to provide for the preservation and enhancement of the Property values; to insure the best use and the most appropriate development and improvements of each Lot thereof; to protect the Owners of Lots against such improper use of surrounding Lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said Property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain a harmonious color scheme; to insure the highest and best development of said Property; to encourage and secure the erection of attractive homes thereon, and with appropriate locations thereof on the Lots; to prevent haphazard inharmonious improvements on the Lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of investments made by purchasers of Lots therein.

ARTICLE IV USE AND BUILDING RESTRICTIONS

Section 1: General: This Article sets out certain use and building restrictions which must be complied with by all Owners. These restrictions are subject to being altered, amended, modified, or cancelled at any time as to said Subdivision as a whole or as to any subdivided Lot or part thereof by written document executed by the Declarant so long as Declarant shall own one or more Lots; or by the Owners of not less than 80% of the Lots or parts of said Subdivision to which these restrictions apply, when Declarant shall no longer own any Lot in the Subdivision. Such instrument shall be recorded in the Franklin County Registry.

Section 2: Owner's Responsibility: All maintenance of the Lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with this Declaration. Each owner shall maintain all buildings, structures, parking areas, landscaping and other improvements on their Lot in a neat and pleasing manner, and shall keep such Lot free and clear of all tall grass, unsightly undergrowth, dead trees, trash and rubbish. For so long as Declarant owns a Lot, which is subject to these Protective Covenants and Restrictions, Declarant shall have the right, but not the obligation, to enforce this provision by specific performance, or in the alternative, to have the Lot and/or such buildings or structures cleaned up and maintained and to recover all costs incurred in doing so from the Owner, including court costs and reasonable attorney's fees.

Section 3: Land Use and Building Type: Each Lot shall be used exclusively for single-family, non-transient residential purposes, provided it meets the terms of this Declaration. Buildings and other structures may be constructed, placed, or allowed to remain on a Lot, including one single family dwelling not to exceed three stories in height, and an attached private garage for not more than three (3) cars, and such other buildings and structures as set out below. No structures or shelter of a temporary or permanent character such as trailers, tents, campers, or shacks shall be used on the Property at any time as a residence, either temporarily or permanently. More than one lot may be used as one building site if approved in writing by the Declarant. Once a building permit is issued to a Lot Owner or builder, construction must be completed within one year of issuance.

Section 4: Dwelling Size: All dwellings shall have a heated, enclosed total finished floor area of at least 2,200 square feet, not including garages, basements, carports, terraces, porches, screened porches, or stoops. All dwellings must have an attached garage for at least two cars. All dwellings must be approved by the Declarant.

Section 5: Outbuildings and Similar Structures: Outbuilding, storage building, garage, barn, or similar structure may be erected, placed or allowed to remain on any Lot, provided they are incidental to residential use, are constructed of similar materials as the residential dwelling on the Lot, are architecturally compatible with the residential dwelling, are located no closer to the front boundary line of the Lot than the residential dwelling, are no closer to any side boundary line of a Lot than the applicable building setback requirements, and provided that plans and specifications showing at least the nature, kind, shape, height, materials, color, texture and location have been submitted to and approved by the Declarant or Assign. Any such existing Outbuildings shall be exempt. Buildings may not be constructed prior to the construction of the primary dwelling. Failure of Declarant or Assign to reject a plan within thirty (30) days after submission in writing shall constitute approval.

PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE DECLARANT, AGRICULTURE COMMITTEE, NOR THE MEMBERS THEREOF, IF ANY, ASSUMES LIABILITY OR RESPONSIBILITY THEREFOR, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. NEITHER DECLARANT, THE AGRICULTURE COMMITTEE, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL, OR TO ANY OWNER OF PROPERTY AFFECTED BY THESE RESTRICTIONS BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND EVERY OWNER AGREES THAT SUCH PERSON OR OWNER WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, THE AGRICULTURE COMMITTEE, THE BOARD, OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM TO RECOVER ANY DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY JUDGMENT, NEGLIGENCE, OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

Section 6: Exteriors and Driveways: Exterior siding shall be one of the following: brick, veneer, stone, stucco, wood, hardboard, vinyl, or concrete siding. Each residential structure shall have a concrete driveway extending to the dwelling, a minimum of 40 feet in length. It shall be a minimum of 16 feet wide at the street and may narrow down to no less than 10 feet.

During construction of the dwelling or any other type of construction carried out on a Lot, any damage caused by such construction must be cleaned up and repaired by the party causing it. Any mud clods or other debris which get into the right of way area of the street must be cleaned up within 48 hours. It is the responsibility of the Lot Owner to keep all construction vehicles off the shoulder and right of way of the road. It is the Lot Owner's responsibility to see that each construction vehicle enters onto the Lot upon which construction is being carried out. In the event an Owner does not comply with these requirements, Declarant or the aggrieved Lot Owners may have the required work done and the costs thus incurred shall be paid by the offending Owner.

Section 7: Architectural Committee, Assign: Declarant shall assign, designate, and appoint an Architectural Committee composed of at least three persons (hereinafter referred to as the "Committee" or "Assign"). The Declarant will appoint all of the original members and all replacements of the Committee until Declarant has assigned this power to the Owners of the Lots constituting the Property described above plus all additional property made subject to these Protective Covenants and Restrictions as described herein.

NO SITE PREPARATION AND NO CONSTRUCTION, ERECTIONS, OR INSTALLATION OF ANY STRUCTURES, FACILITIES, OR OTHER IMPROVEMENTS WHATSOEVER INCLUDING TREE REMOVAL, FENCES, WALLS, OUTSIDE LIGHTING, NEWSPAPER BOXES, SCREEN PLANTINGS, AND LANDSCAPING, SHALL BE UNDERTAKEN ON ANY LOT WITHIN THE SUBDIVISION UNTIL THE BUILDING PLANS, SPECIFICATIONS, AND PLOT PLANS HAVE BEEN SUBMITTED TO THE COMMITTEE, AND THE COMMITTEE HAS GIVEN WRITTEN APPROVAL AS TO THE LOCATION OF THE PROPOSED STRUCTURES, FACILITIES AND IMPROVEMENTS WITH REGARDS TO TOPOGRAPHY, FLOWING AND IMPOUNDED WATERS, BEGINNING AND FINISHED GROUND ELEVATIONS, EXISTING TREES AND SHRUBS, TREES AND SHRUBS TO BE

PLANTED, AND NEIGHBORING STRUCTURES, AND HAS ALSO GIVEN WRITTEN APPROVAL OF THE PROPOSED STRUCTURES, FACILITIES, AND IMPROVEMENTS WITH RESPECT TO CONFORMITY AND HARMONY OF THE EXTERNAL DESIGN, EXTERIOR COLORS, AND EXTERNAL MATERIALS, THEREOF WITH OTHER PROPOSED OR EXISTING STRUCTURE AND IMPROVEMENTS AND THE GENERAL CHARACTER OF THE SUBDIVISION.

The further written approval of the Committee shall be required for any alterations of any approved plans, or subsequent to construction, the alteration or modifications of structures and improvements, insofar as the modification or alteration would affect the conformity and harmony of the external materials with other proposed or existing structure and improvements and general character of the Property made subject to these Protective Covenants and Restrictions.

In the event Declarant or the Committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, and in any event, if, after the submission, no suit to enjoin the erection of any building authorized in these Articles has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with.

Section 8: Signs: No signs or billboards shall be erected or maintained on the Property other than standard real estate "For Sale" or "For Rent" signs and professional security signs unless permission is granted by Declarant or Committee.

Section 9: Vehicles/Garages: No vehicle may be left on the Property if it is junked, disabled, unlicensed or restricted of being operated upon the public highways, unless said vehicle is located in the garage or otherwise screened from street and neighboring views. Any such vehicle, or other object which give the appearance of junk, shall be considered a nuisance, and shall not be allowed to remain on the Property.

Section 10: Leasing: Lots may be leased for residential purposes. All leases shall have a minimum term of at least twelve (12) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration and Supplemental Declarations, if any. The lease shall also obligate the tenant to comply with the foregoing, and the lease shall provide that the violation of any provision of this Declaration and Supplemental Declarations, if any, shall be a breach of said lease, subjecting the tenant to termination of the lease and eviction. In addition, any violations of the covenants contained in this Declaration by the tenant or any person residing at the Property shall be the responsibility of the Property Owner.

Section 11: Occupants Bound: All provisions of the Declaration and any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners, shall also apply to all occupants even though occupants are not specifically mentioned.

Section 12: Animals and Pets: No animals, livestock, poultry, or exotic animal of any kind may be raised, bred, kept, or permitted on the Property, except that not more than three (3) dogs, cats, or other usual and common household pets may be kept on the Property; and chickens or fowl shall be allowed only in numbers suitable for household use, provided they are kept in coops or penned areas that shall be regularly cleaned and otherwise not cause annoyance or nuisance to other Lot Owners. Notwithstanding the foregoing, those pets which, endanger the health, make objectionable noise, have a vicious or dangerous propensity, or constitute an annoyance or nuisance to other Lot Owners, must be removed; No pets shall be kept, bred, or maintained for any commercial purpose; and all animals shall be confined to Owner's Property and not be allowed to roam.

Section 13: Garbage Cans, Woodpiles, Etc.: All garbage cans, woodpiles, swimming pool pumps, filters and related equipment and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property; provided, however, if rubbish, garbage or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on the evening before a pick-up is to be made. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Property.

Section 14: Firearms, Hunting Prohibited: No shooting of firearms for the purpose of hunting, target practice or testing of firearms shall be done on the Property. The use or discharge of firearms on the Property is prohibited unless such firearm is used or discharged as a means of self-defense.

Section 15: Fences and Party Walls: Fences and fencing type barriers may be placed, erected, allowed, and maintained upon any portion of the Property or Subdivision, including any Lot, subject to the prior written consent of the Declarant or Committee. The Declarant or Committee may issue guidelines detailing acceptable fence styles or specifications, which shall be made to promote the general esthetics and harmonious nature of the neighborhood, but all such fences or fencing type barriers must be made of material approved by the Declarant or Committee and in no event may an uncoated chain link or barbed wire fence or any inharmonious fence be approved.

Section 16: Utility Lines: Except as may be permitted by the Declarant or Committee, no overhead utility lines, including lines for cable television, shall be permitted within the Property or Subdivision, except for temporary lines as required during construction. Five feet of space of each lot adjoining the sidelines and ten feet of space adjoining the rear lines of all lots may be used for utilities.

Section 17: Air-Conditioning Units: No window air conditioning units may be installed in any dwelling so as to be visible from the front of any Lot or any adjoining street.

Section 18: Lighting: Except as may be permitted by the Declarant or Committee, exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Lot; (b) one decorative post light, (c) seasonal decorative lights from Thanksgiving to the following New Year's Day; or (d) front house illumination of model homes.

Section 19: Artificial Vegetation, Exterior Sculpture, Exterior Statuary and Similar Items: No artificial vegetation or plastic animal and like decorations, such as pink flamingos, etc., shall be permitted on the exterior of any Property.

Section 20: Swimming Pools: No above ground pool shall be erected on any Lot.

Section 21: Fuel or Water Tanks: No fuel tanks or water tanks shall be stored or maintained upon any Lot in such a manner as to be visible from any street or road or from any other Lot.

Section 22: Mobile Homes: No mobile homes, house trailers, manufactured homes, doublewides, or modular homes shall be placed either temporarily or permanently on the Property.

Section 23: Nuisance, Offensive Activity: No loud, noxious, or offensive activity or trade shall be carried on upon the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to Lot Owners or property owners in the neighborhood.

Section 24: Trade, Construction Materials: No trade materials, construction materials, or inventories may be stored, dumped, or regularly parked on the Property except for immediate construction purposes.

Section 25: Large Trucks and Trailers: No 18-wheel tractor trucks, large trucks or trailers shall be allowed to be parked on the property, except such vehicles as small farm tractors, trailers, recreational vehicles and boats which are parked behind the dwelling and screened from street view.

Section 26: Invalidation, Independent Covenants: Each covenant and restriction contained herein shall be considered as an independent and separate covenant and agreement. Invalidation of any one of these covenants or any part thereof by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

ARTICLE V GENERAL PROVISIONS

Section 1: Enforcement: Each Owner and occupant shall comply strictly with this Declaration and Supplemental Declarations, if any. It is stipulated and agreed that the Owner and their heirs, successors, or assigns, may enforce this Declaration or Supplemental Declarations, if any, by injunction and that this shall not be in exclusion of, but in addition to, all other remedies available in law or equity. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant. Such action may be either one to restrain a violation or to recover damages.

Section 2: Duration: These covenants and restrictions of this Declaration are to run with the Property and shall be binding on all parties and all persons subject to them for a period of twenty (20) years from the date covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument in writing signed by a majority of the then owners of the lots have been recorded, said instruments agreeing to change said covenants in whole and in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein.

IN WITNESS WHEREOF, ALBRIGHT ACRES LLC., a North Carolina Limited Liability Company, has caused this instrument to be executed this 14 day of JULY, ~~2020~~ ²⁰²¹ DA

ALBRIGHT ACRES LLC., A NORTH CAROLINA
LIMITED LIABILITY COMPANY

DA (SEAL)

Dale Albright
Managing Member

STATE OF NORTH CAROLINA

~~FRANKLIN~~ COUNTY
Wake

I, Matthew L. Purdy a Notary Public of Wake County, North Carolina, do hereby certify that DALE ALBRIGHT, Managing Member of ALBRIGHT ACRES, LLC., a North Carolina limited liability company, personally appeared before me this day and stated that he as Manager being authorized to do so, executed the foregoing Protective Covenants on behalf of the limited liability company for the purposes therein contained.

Witness my hand and notarial seal, this 14 day of July, ~~2020~~ ²⁰²¹

My Commission expires: August 4, 2025

Matthew L. Purdy
NOTARY PUBLIC

