

BK 2423 PG 1506 - 1511 (6) DOC# 10110442
This Document eRecorded: 03/04/2026 11:00:11 AM
Fee: \$26.00 Tax: \$0.00
Franklin County, North Carolina
Brandi Smith Brinson, Register of Deeds

Prepared by and Return To:
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STATE OF NORTH CAROLINA

FRANKLIN COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FRANKLIN MEADOWS SUBDIVISION

THIS DECLARATION is made this 4th day of March, 2026 by **WILLOW DEVELOPMENT LLC**, hereinafter referred to as Declarant.

WITNESSETH

WHEREAS, Declarant is the owner of certain property located in Franklin County, State of North Carolina which came out of the deed recorded in Book 2420 Page 1968, Franklin County Registry; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and the improvements thereon, and to that end desires to subject the real property as described above, together with any and all such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it advisable to create certain rules and regulations for this neighborhood in order to own, maintain, administer and enforce these covenants and restrictions exclusively applicable to this Exempt Subdivision;; and

Submitted electronically by "Warren, Shackleford & Thomas, P.L.L.C."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Franklin County Register of Deeds.

WHEREAS, Declarant desires to impose easements, covenants, conditions and restrictions upon all of the Property. The Property made subject to this Declaration is described as follows:

BEING all of Lots 1 through 7 as shown on "Exempt Plat for Franklin Meadows Subdivision" as recorded in Book of Maps 2026, Page 43, and all of Lot 9 as shown on "Exempt Plat for Franklin Meadows Subdivision" as recorded in on Book 2026 Page 87, Franklin County Registry.

The Property shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Declarant and each Owner subject to this Declaration and the controls, covenants, conditions, restrictions, easements, development guidelines all as set forth in this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property hereinafter described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of enhancing and protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. LAND USE AND BUILDING TYPE. All lots shall be used for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than up to three detached buildings with one being a single-family dwelling, not to exceed two and one-half (2 1/2) stories in height; a guest house of no more than 60% the size of the primary dwelling; a detached garage for no more than three (3) cars; a detached workshop or a detached barn or stable facility. Exterior colors of siding and roofing on the garage must match the siding and roof of the adjoining single-family home on said lot. Proposed plans must be approved by the Declarant in writing before being built. Nothing herein shall be deemed to prohibit conversion of a lot to a street by Declarant.
2. DWELLING SIZE. The minimum heated square footage of a dwelling may not be less than 1800 square feet with a 10% variance being allowed only if Builder/Owner obtains prior written approval of Declarant.
3. BUILDING SETBACK/HOUSE LOCATION. No dwelling shall be erected or maintained on any lot outside of the building envelope shown on the recorded plat of the property or as otherwise required or permitted by the zoning ordinances of Franklin County. For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, by windows, chimneys, carports and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the zoning ordinances of Franklin County as it exists as of the

date of issuance of a certificate of occupancy for such dwelling. Any dwelling erected on a lot other than a corner lot shall face the street on which the lot abuts if said house is viewable from the road and is built less than one-third (1/3) of the distance from the road. On corner lots, a dwelling may be erected so as to face the intersection. Setbacks as established on the recorded plat are as follows: Front: 30 feet; Side: 10 feet; and Rear: 25 feet.

4. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, mobile home, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. Declarant shall allow an exception for the allowance of any Recreational Vehicle owned by any Owner while construction is ongoing for the building of their primary residence.
5. ANIMALS. Animals, livestock, or poultry of any kind shall be allowed, kept or maintained on any lot or in any dwelling, except that dogs, cats, or other household pets including chickens may be kept or maintained provided that they are not kept or maintained for commercial purposes. Any animals which are family pets that do not endanger others are allowed on the Owner's lot. There shall be no more than 6 horses, cows or a combination of the same of large animals for any one lot owner.
6. NUISANCES/BUSINESS ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
7. SIGNS. No sign of any kind shall be displayed to the public view on any lot except signs used by the Declarant to advertise lots for sale during the construction and sale period, any sign of not more than six (6) square feet advertising the property for sale or rent by the Owner, one builder sign, and signs of not more than six (6) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a lot earlier than sixty (60) days before such election and shall be removed within (2) days after such election.
8. SWIMMING POOLS. No above ground swimming pools shall be permitted in this exempt subdivision, except in the backyard behind the residential dwelling unless approved by Declarant in writing. Inflatable wading pools shall be permitted. In ground pools shall be allowed but only if fenced in properly for safety concerns.
9. MAINTENANCE OF LOT/CONSTRUCTION. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any lot

is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such lot shall repair the damage or destruction; provided, however, that if the structure damage is not part of or attached to the residence constructed on such lot, the owner may, at his option, either completely remove the damaged structure and landscape the area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any lot, except during such reasonable time period as is necessary for completion. The owner of each lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his lot.

10. GARBAGE/UTILITY STORAGE. All trash and rubbish shall be kept in garbage cans stored behind the house in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to an approved enclosure the night of the scheduled pickup.
11. EXTERIOR MAINTENANCE. The owner of each lot shall maintain the grounds and improvements on his lot, including, but not limited to plantings, landscaping and lawns, at all times in a neat and attractive manner.
12. UTILITY AND DRAINAGE EASEMENTS. Easements for the installation, maintenance and repair of utilities and drainage facilities are reserved as needed for the development of these lots. Within such easements, no structure, plantings, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a lot shall be maintained continuously by the owner of such lot, except for any such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold lot or lots by the recording of appropriate instruments in the Franklin County Register of Deeds, and such instruments shall not be construed to invalidate any of these Covenants.

Declarant reserves an easement in and right at any time in the future to grant a ten (10) foot right-of-way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cable television or other utilities, including water, sanitary sewage service and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five (5) foot right-of-way over, under and along the side lines of each lot for the aforementioned purposes.

13. SUBDIVISION OF LOTS. No lot shall be subdivided by sale or otherwise so as to reduce the total lot area shown on the recorded map or plat.
14. ENFORCEMENT. Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein and enforcement shall be either restrain violation and/or recover damages resulting therefrom.
15. SEVERABILITY. Invalidation of any one or more of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
16. MAILBOXES. There shall not be a mailbox kiosk for this exempt subdivision. Each lot shall erect their own individual mailbox.
17. TERM. These Covenants shall run with and bind the land and all owners thereof for a period of twenty-five (25) years from the date these Covenants are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These Covenants may be amended during the first twenty-five (25) year period by an instrument signed by the then-owners of not less than ninety percent (90%) of the lots, and thereafter by an instrument signed by then-owners of not less than seventy-five percent (75%) of the lots. Declarant, so long as he shall own one or more lots or any common area, may amend these Covenants without the approval or joinder of any other lot owners.
18. DECLARANT. Nothing contained in these Covenants shall be construed to permit interference with the development of the lots by Declarant so long as said development follows the general plan of development previously approved by Franklin County. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the 4th day of March, 2026.

WILLOW DEVELOPMENT, LLC



By: Michael Moss, Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Kimberly P. Thomas, a Notary Public of Franklin County and State aforesaid, certify that Michael Moss personally appeared before me this day and acknowledged that he is Manager of Willow Development, a North Carolina limited liability company and that by authority duly given, the foregoing instrument was signed by him as Manager in the Company name and as the act of the Company.

Witness my hand and official stamp or seal, this the 4th day of March, 2026.



Notary Public

My Commission Expires: June 30, 2026

