

Prepared by and Return to:
Paul L. Oertel III
3493 Forestdale Drive
Suite 103
Burlington, NC 27215

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WHISPERING PINES, PHASE THREE

This declaration made this _____ day of October 2021, by Backwoods Land, LLC A North Carolina Limited liability company, hereinafter referred to as “**Declarant**”

WITNESSETH:

WHEREAS, **Declarant** is the record owner of certain property in Pleasant Grove Township, County of Alamance, State of North Carolina, described as Lots 9-16, Final Plat Property of Whispering Pines, Phase THREE, as shown on that plat recorded in the Register of Deeds for Alamance County in Plat Book ____ at Page ____; and

WHEREAS, it is in the best interest of **Declarant**, as well as to the benefit, interest, and advantage of each and every person or entity hereafter acquiring all or any portion of the within described property that certain covenant, conditions, easements, liens, and restrictions governing and regulation the use and occupancy of the same be established, set forth, and declared to be covenants running with the land; and

WHEREAS, **Declarant** desires to provide for the preservation of the amenities and the desirability and attractiveness of the real property and the subdivision;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of Whispering Pines, Phase Three and which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties or any parts thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

KNOW ALL MEN BY THESE PRESENTS THAT DECLARENT, hereby covenants and agrees

to and with all persons, firms, companies or corporations now owning or hereafter acquiring anyone or more of those lots designated as Lots 9 thru 16 inclusive, of that subdivision known as Whispering Pines, Phase THREE, a plat of which is recorded in the Office of the Register of Deeds for Alamance County, North Carolina, in Plat Book ____ at Page ____, are hereby subjected to the following restrictions as to the use thereof and that said restrictions are to run with the said property and every part thereof by whomsoever owned, to-wit:

1. No lot shall be used except for single family residential purposes only. No more than one residential building may be erected, placed or permitted on each lot not to exceed a basement, two stories and an attic in height and a private garage. No retail business, duplex, or multifamily structure shall be permitted on the property.

2. No residential dwelling shall be commenced, erected or maintained upon any lot in Whispering Pines, subdivision, nor shall any exterior addition thereto be made until plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the Architectural Committee. Unless the Architectural Committee, within thirty (30) days after it receives from a Lot Owner a copy a copy in writing of all pertinent plans and specifications, shall reject in writing any proposal put to it under this indenture, such proposal shall be irrevocably deemed to have the approval of such Committee. Provided, however, the Architectural Committee shall be authorized, with the consent in writing of the lot owner, to extend said thirty-day period for such time as agreed upon. Construction of a residence must be completed within twelve (12) months of the commencement date. In the event, construction is not completed within said time, the lot must be restored, as nearly as possible to its pre-construction condition.

In approving plans and specifications, the committee shall consider:

- A. The quality of materials, workmanship, and design.
- B. The conformity and harmony of exterior design and colors with the existing structures in the area.
- C. The location of the building or improvements with respect to topography and finished ground elevation or orientation relative to neighboring structures.

3. Set back and yard requirements shall be determined not less than as set forth by the County of Alamance.

4. All residential structures built shall have a minimum heated floor space of 1500 square feet with a two-car garage. For purposes of this paragraph, "heated floor space" shall be deemed to exclude porches, garages, carports and basement areas. No mobile, manufactured, on or off frame modular homes shall be permitted or allowed to remain on said property except for Lot Number Nine (9) in which off frame modular homes shall be permitted. Any ancillary structure

or building erected must be in harmony with the design and style of the residential structure.

5. All residential structures must also have a brick or rock (no block or stucco) foundation. All slab houses must have three (3) visible courses of brick or equal height in rock.

6. Each house will have gutters and downspouts.

7. Except for Lot Number Nine (9), no animals or fowls shall be kept on the lots except household pets that may be kept on the lots under reasonable regulation of control and sanitation, provided they do not become a nuisance to other owners in the subdivision. In no case may said animals be allowed to roam beyond the owner's boundaries. It shall be permitted that the owner of Lot Number Nine (9) shall be permitted, subject to county ordinances, horses, laying hens, and goats in addition to household pets which must be kept on the lots under reasonable regulation of control and sanitation.

8. No obnoxious or offensive activity may be conducted upon any lot, nor may anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

9. No dwelling shall be erected, maintained or used on said property that is not connected with a sanitary sewer system. No dwelling shall be erected, maintained or used on said property that is not connected with a water system. No dwelling shall be erected, maintained or used on said property that is not connected to the main electric power line or an underground power line.

10. No signs of any kind may be displayed to the public view on any lot, except one sign of not more than nine (9) square feet advertising the property for sale may be used by the lot owners.

11. No residence or structure of a temporary character shall be erected or allowed to remain on said property, and no trailer, mobile home, tent, shack, garage, barn or other building shall be used as a residence, either temporarily or permanently except for Lot Number Nine (9) in which it shall be permitted to erect a barn or storage in which said structure(s) shall be no closer than 50' from any common property line with Whispering Pines Phase Two or Three.

12. All lots with improvements thereon will be adequately mowed and landscaped with minimum of six (6) plantings of Shrubs and or bushes. All landscaping shall be in accordance with the terms set forth below.

13. The property described herein may not be further subdivided.

14. Each lot owner shall grade and maintain his lot in such a manner that all water drainage from his lot will drain to the front ditch, the rear drainage easement, or a side street and shall

provide a swell along the side property lines if necessary to prevent drainage water from his lot from flowing onto adjoining lots.

15. Easements are reserved for public utilities and cablevision within ten (10) feet of all lot lines as may be necessary for the service of the Subdivision by such utilities. Drainage easements are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be place or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement.

16. Any dwelling erected on said property shall be served by a private driveway to be connected to the public street or to a private road affording access to a public street, extending from the private road or public right of way as permitted by required ordinances or codes, to a garage or carport erected in compliance with the provisions hereof, provided however that where there is no garage or carport the said driveway shall extend for a minimum distance to the front line of the dwelling. All driveways shall have a minimum width of Twelve (12') feet and shall be no nearer that THREE (2) feet to an interior lot line.

17. No trash, rubbish, stored material, immobile or junk automobiles, trucks, tractors, or any other vehicle shall be permitted to remain on any lot or street in the subdivision. Any vehicle to remain on any lot shall display a current North Carolina inspection sticker and license plate. No trucks, tractors, boats, or boat trailers may be stored or regularly parked on the street.

18. No satellite dishes over 24" or antennas on poles shall be permitted. Any permitted satellite dish shall be place in the rear or side yard and said location shall be approved by the architectural committee.

19. No poles, clothes lines or other devices or contrivances for the hanging or drying of laundry shall be placed, erected or maintained on or about any lot on said property, or any part thereof, except on that portion of the premises between the rear of the dwelling and rear lot line. This restriction shall not relate or be deemed to relate to the interior of the buildings erected on said premises.

20. The Architectural Committee shall approve residence design, outside trim, roof color and the location of the residence on the property. The word "structure" includes dwellings, garages and all other enclosures of space that are attached to the residence. The Architectural Committee shall initially consist of Tommy Dixon and Tracy Dixon, and shall not consist of more than 3 members, which may be assigned by a writing recorded in the Office of the Register of Deeds for Alamance County changing the membership of the Architectural Committee from time to time.

Unless the Architectural Committee, within thirty (30) days after it receives from a Lot Owner a copy in writing of all pertinent plans and specifications, shall reject in writing any proposal put

to it under this indenture, such proposal shall be irrevocably deemed to have the approval of such Committee. Provided, however, the Architectural Committee shall be authorized, with the consent in writing of the lot owner, to extend said thirty-day period for such time as agreed upon.

21. Any fence shall be neat in appearance, of permanent structure and properly maintained. No fence shall be maintained in such a manner as to obstruct or block the normal flow of drainage water along the drainage easements, shall not exceed six feet (6') in height, and shall not protrude past front corners of house to street, and all fences shall be subject to approval by the architectural committee. Metal T Post fencing is prohibited when said fence is or will be visible from the public road.

22. Declarant, or any Lot Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, or reservations now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any lot owner to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

23. Drainage- NC DOT Standards. To Comply with North Carolina Department of Transportation standards for allowing subdivision streets to be accepted for State maintenance, all lot owners, by acceptance of a deed, agree that:

- (a) All pipe culverts and storm sewers must be free of all silt and debris and shall be correctly installed and properly functioning to drain the roadway. Only reinforced concrete pipe is acceptable for use within the right-of-way and must be 15" or longer.
- (b) The shoulders, ditches and backslopes of the streets must have an acceptable permanent vegetative cover and any necessary permanent erosion control measures must be maintained along any streets by the lot owner.
- (c) Rigid mailbox stands constructed of brick, block or masonry materials etc. are not allowed within the street right-of-way. Brick, wood or rock planters are not allowed in street right-of-way.
- (d) Landscaping timbers, fences, trees, and shrubs are not allowed within the street right-of-way.

24. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

25. Covenants, condition, and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded. If, prior to the end of the forty-year period, a continuation of these covenants, conditions, and restrictions is signed by the owners of seventy-five percent (75%) of the lots located in Whispering Pines, subdivision and is recorded in the Alamance County Registry, the said covenants, conditions and restrictions may

be continued for another forty (40) years.

The Declarant reserves the right to make modifications and changes to these restrictions without joinder or agreement of any other owner so long as Declarant owns any lot therein. Thereafter, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots, provided that the amendment is properly recorded in the Alamance County Registry.

26. In the event the United State Postal Service or any other governmental unit requires the homeowner's herein to construct a Cluster Box Unit (CBU) the owner's herein shall be further subject to the following requirement:

The owners herein shall provide throughout the properties specialized multiple mailbox installations ("CBUs") consisting of clusters of locked boxes serving multiple postal patrons and mounted on pedestals for framework meeting United States Postal Service requirements. The CBUs will be located either within Common Elements or, in some instances, easements within Lots. The CBUs will meet requirements of the United States Postal Service, the North Carolina Department of Transportation, or the Appropriate Local Governmental Authority. The CBUs, and the areas in which they are located, including any parking areas, will be Common Elements, will be maintained by the Owners. Use of the CBUs also shall be subject to the rules and regulations of the United States Postal Service related to CBUs.

Each Lot Owner by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay their pro rata share of assessments for the general maintenance of the CBU's. All assessments shall be determined by a majority vote of all Lot Owners, each lot being allocated one vote. Each Lot Owner's pro rata share of the assessments shall be determined as the fraction of the lots owned by that the Lot Owner as compared to the total number of Lots in the development.

In the Event a Lot Owner fails to pay any assessment with thirty (30) days after the due dates, said assessment shall bear interest from the due date at the rate of Eight Percent (8%) per annum. Any Lot Owner may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be by judicial order or decree entered in an action commenced for such purpose. No Owner may waive or otherwise escape liability for the Assessment provided for herein by non-use of the CBU or abandonment of Lot of such Owner.

[signature page to follow]

IN WITNESS WHEREOF, the said party has caused this instrument to be executed this _____ day of October 2021.

Backwoods Land, LLC
A North Carolina Limited liability company.

By: Tracy Dixon
Its: Manager

NORTH CAROLINA
ALAMANCE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Tracy Dixon personally came before me this day and acknowledged that he/she is the manager of Backwoods Land, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its manager, and sealed with its company seal.

WITNESS my hand and official stamp or seal this the _____ day of _____ 2021.

Notary Public

My Commission Expires:

DRAFT