

# PRELIMINARY

**NORTH CAROLINA**

**DECLARATION OF ROAD  
MAINTENANCE COVENANTS**

**CASWELL COUNTY**

Prepared by & Return to Wanda Hammock PO Box 249, Yanceyville, NC 27379

THESE ROAD MAINTENANCE COVENANTS made this \_\_\_\_\_ day of September, 2023 by BACKWOODS LAND, LLC, hereinafter referred to as "Declarant" together with WALTER TYSON, WYNN, JR. and

**WITNESSETH:**

**WHEREAS**, the Declarant, BACKWOODS LAND, LLC is the record owner of all that certain real property depicted and more particularly described as Gregory's Grange Phase 3 on Map Book \_\_\_\_\_, Page 129 in the Office of the Register of Deeds for Caswell County, North Carolina;

**WHEREAS**, the Declarants are providing an access easement and 50 foot private road and right-of-way to Lots Numbered 16 through 23 inclusive depicted upon that Plat of Survey recorded in Map Book \_\_\_\_\_, Page \_\_\_\_\_ and Lots 2 and 3 depicted upon that Plat of Survey recorded in Map Book 17, Page 817 in the Office of the Register of Deeds for Caswell County, North Carolina; said survey, said plats of survey are incorporated herein by reference as an integral part of this description, however, Lots 2 and 3 depicted upon that Plat of Survey recorded in Map Book 17, Page 817 in the Office of the Register of Deeds for Caswell County, North Carolina are only bound to these Road Maintenance Covenants in the event that they have a driveway that adjoins said 50 foot private and right-of-way.

**WHEREAS**, the Declarants, by this instrument wish to bind itself, its heirs, successors and assigns, to provide for the maintenance and upkeep of said access easement and private right-of-way;

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the Declarants make the following provision for the maintenance and upkeep of said access easement and 50 foot private road and right-of-way with a minimum travel width of 18 feet maintained and cul-de-sac by the current and future owners of Lots Numbered 16 through 23 inclusive depicted upon that Plat of Survey recorded in Map Book \_\_\_\_\_, Page \_\_\_\_\_ and Lots 2 and 3 depicted upon that Plat of Survey recorded in Map Book 17, Page 817 in the Office of the Register of Deeds for Caswell County, North Carolina.

1. The access easement and 50 foot private road and right-of-way and cul-de-sac shall be perpetually maintained in an all-weather, passable and acceptable condition for motor vehicle traffic and maintained at the expense of the property owners whose land adjoins and runs with said access easement and private right-of-way and cul-de-sac or who benefit from the use of said access easement and private road and right-of-way and cul-de-sac.

2. The costs of maintenance and upkeep shall be apportioned equally to each tract or parcel of land served by said access easement and 50 foot private road and right-of-way and cul-de-sac. The parties hereto shall assess the road maintenance annually and at other times if deemed to be necessary. The road maintenance shall be determined by the Declarant for so long as the Declarant, owns any of the real property depicted on the above-described. At such time as the Declarant no longer owns any of the real property depicted on the above-referenced survey, the property owners may appoint a person or persons to be responsible for maintenance and upkeep of said access easement and private right-of-way. The preferred method under this declaration is that the property owners shall meet annually to address issues of maintenance and may elect officers responsible for maintaining records of the meetings and records of payments related to maintenance and sending notices for

annual meetings. In the event that the property owners do not establish or appoint a person or persons to bear these responsibilities, then and in that event, any lot owner served by this private access easement and right-of-way and cul-de-sac shall have the right to enforce maintenance standards by sending written notice of the maintenance needs and standards via certified or registered mail to the other lot owners.

3. These Road Maintenance Covenants shall be binding on the Declarant, its heirs, successors and assigns and shall be appurtenant to and run with the lands herein described.

4. These Road Maintenance Covenants shall remain in effect for so long as the above-described tracts or parcels of land are dependent on the access easement and private right-of-way for access from a state-maintained road.

5. The Declarant makes no representation that the construction or maintenance of the above-described access easement and 50 foot private road and right-of-way is sufficient to be included in the North Carolina Secondary Roadway System. This disclosure is given in accordance with the provisions of North Carolina General Statute Section 136-102.6.

6. In the event that any of the property owners fail or refuse to pay their pro-rata portion of the road maintenance expenses, the Declarant may file a lien against that landowners' real property encumbering said real property in the amount of the pro-rata portion of the road maintenance expenses together with any costs incurred in connection with collection of the road maintenance expenses or effectuating the lien. The notice of lien shall be filed in the Office of the Clerk of Court for Caswell County, North Carolina and shall indicate the name of the record owner of the subject real property, indicate the name of the non-profit corporation or landowners association that the lien is filed in favor of, describe the real property which is subject to said lien, state affirmatively that the lien is filed pursuant to the Subdivision Regulations for Caswell County, North Carolina Section 9.56.11.1.7.1.4 as well as any other information necessary to effectuate a lien against subject real property.

IN TESTIMONY WHEREOF, the Declarant sets its hand and seal the day and year first set out above.

BACKWOODS LAND, LLC, a North Carolina Limited Liability Company

BY: \_\_\_\_\_ (SEAL)  
Tracy M. Dixon,  
Manager

CONSENTED AND AGREED TO:

\_\_\_\_\_ (SEAL)  
Walter Tyson Wynn, Jr.

\_\_\_\_\_ (SEAL)  
Michael Muiter

\_\_\_\_\_ (SEAL)  
Stephanie Muiter

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public for the County and State aforesaid, certify that TRACY M. DIXON, personally came before me and acknowledged that she is the Manager of BACKWOODS LAND, LLC, a North Carolina Limited Liability Company and that by the authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial seal this \_\_\_\_\_ day of November, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public certify that WALTER TYSON WYNN, JR. personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and seal this \_\_\_\_ day of November, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public certify that MICHAEL MUITER and STEPHANIE MUITER personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and seal this \_\_\_\_ day of November, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_