

BK 4575 PG 100 - 103

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

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE UPLANDS SOUTHWEST, PHASE 4**

This declaration made this 3rd day of April 2024, 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 Alamance County State of North Carolina, described as Lots 23 and 24 as shown on that plat entitled "Final Plat The Uplands Southwest, Phase 4", as shown on that plat recorded in the Register of Deeds for Alamance County in Plat Book 84 at Page 257; 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 The Uplands Southwest, Phase 4 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

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Submitted electronically by "Oertel, Koonts and Oertel, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Alamance County Register of Deeds.

anyone or more of those lots designated as Lots 23 and 24, of that subdivision known as The Uplands Southwest, Phase 4", a plat of which is recorded in the Office of the Register of Deeds for Alamance County in Plat Book 84 at Page 257 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, commercial activity, duplex, or multifamily structure shall be permitted on the property.
2. Only site-built homes and or off frame modular homes shall be permitted or allowed to remain on said property. Any ancillary structure or building erected must be in harmony with the design and style of the residential structure. All residential structures built shall have a minimum heated floor space of 1,500 square feet with a two-car attached garage or 1,800 square feet for residential structures without an attached two car garage. For purposes of this paragraph, "heated floor space" shall be deemed to exclude porches, garages, carports and basement areas
3. Except for horses as set forth herein, no animals, swine, cattle or exotic animals 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 any owner, subject to county ordinances, be permitted to have horses, provided that no more than one horse per 2 acres of pasture shall be permitted, and in addition to household pets which must be kept on the lots under reasonable regulation of control and sanitation.
4. 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.
5. No dwelling shall be erected, maintained or used on said property that is not connected with a septic/sanitary system. No dwelling shall be erected, maintained or used on said property that is not connected with a well and or 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.
6. No lot shall be further subdivided.
7. 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. Metal T

Post fencing is prohibited when said fence is or will be visible from the public road.

8. 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.

9. 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.

10. 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 The Uplands Southwest, Phase 4 Phase 1, subdivision and is recorded in the Caswell 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 Caswell County Registry.

11. 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:

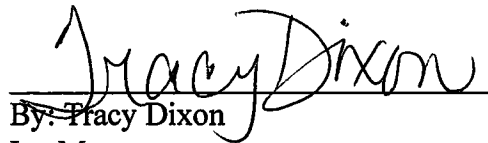
The owners herein shall provide throughout the properties specialized multiple mailbox installations ("CBUs") consisting of clusters of locked boxes serving multiple postal patrons and mounted on pedestals for framework meeting United States Postal Service requirements. The CBUs will be located either 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.

IN WITNESS WHEREOF, the said party has caused this instrument to be executed this 3 day of April 2024.

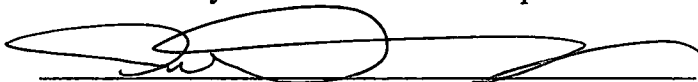
Backwoods Land, LLC
A North Carolina Limited liability company.


By: Tracy Dixon
Its: Manager

NORTH CAROLINA
ALAMANCE COUNTY

I, Paul L. Oertel III 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 3 day of April 2024.


Notary Public

My Commission Expires: 4-29-28

