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Ginny S. Mitchell, Register of Deeds
Caswell County, NC

BOOK 661 PAGE 1007(4) 358572



Randy English

Prepared by and return to: D. Michael Parker, PO Box 100, Hillsborough, NC 27278

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions made this the 4 day of September 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 Caswell County, State of North Carolina, described as **Lot 5** as shown on that plat of survey entitled “EXEMPT SUBDIVISION PLAT WILSON RIDGE PHASE 2” by Allred Land Surveying, PLLC, which plat is recorded in the Register of Deeds for Caswell County in **Map Book 18 at Page 75**; 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 and declared to be covenants appurtenant to and 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 Phase 1, Lots 1, 2, 3 and 4 and which shall be appurtenant to and run with the said real property and be binding on all parties having any right, titles, or interest in the describe properties or any parts thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

NO ALL MEN BY THESE PRESENTS THAT **Declarant**, hereby covenants, and agrees to, and with all persons, firms, companies, or corporations, now owning or hereafter acquiring the lot described as **Lot 5** as shown on that plat of survey entitled “EXEMPT SUBDIVISION PLAT WILSON RIDGE PHASE 2” by Allred Land Surveying, PLLC, which plat is recorded in the

Register of Deeds for Caswell County in **Map Book 18 at Page 75**, is 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. Since Lot 5 exceeds ten (10) acres in size, one primary residential building and one accessory residential building may be erected, placed or permitted thereon, not to exceed a basement, two stories in an attic and height and a private garage. No retail businesses, commercial activity, duplex, or multifamily structure shall be permitted on that property. Light farming, is permitted on tracts of greater than ten (10) acres, however, no commercial sales of farm products on the property are permitted.
2. Only site-built homes, double wide mobile homes, double wide manufactured, on or off frame modular homes shall be permitted or allowed to remain on said property provided that they are less than two years from the date of construction. No single wide home shall be permitted upon any lot. Any ancillary structure or building erected must be in harmony with the design and style of the residential structure.
3. Except for horses and laying hens and goats as set forth herein, no animals, swine, cattle, roosters 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. Any owner, subject to county ordinances, shall be permitted to have horses, provided that no more than one horse per two acres of pasture shall be permitted, and no more than two goats per acre shall be permitted 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 property that is not connected with a sanitary sewer system. No dwelling shall be erected, maintained or used on property that is not connected with a water system. No dwelling shall be erected, maintained or used on property that is not connected to the main electric powerline or an underground powerline.
6. Any parcel of less than ten acres shall not be further subdivided.
7. No trash, rubbish, stored material, and immobile, or junk, automobiles, trucks, tractors, or any other vehicles, shall be permitted to remain on any lot or street and 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 where said fence will be visible to the road.

8. **Declarant**, or any lot owner, shall have the right to enforce, by any proceedings at law or an 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 anyone 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 affect.
10. Covenants, condition, and restrictions of this declaration shall run with and bind the land for a term of 40 years from the date this declaration is recorded. If, prior to the end of the 40-year period, a continuation of these covenants, conditions, and restrictions is signed by the owners of 75% of the lots located in the Wilson Ridge subdivision and is recorded in the Caswell County Registry, the said covenants, conditions and restrictions may be continued for another 40 years.
11. The Declarant is subdividing other property located on the north side of Wilson Road that was acquired by Declarant along with the Lot described herein by the deed recorded in Book 649, page 1461, Caswell County Registry as Wilson Ridge Phase 2. Declarant reserves the right to subject some or all of the lots in Wilson Ridge Phase 2 and Phase 3 and any other future Phases, once subdivided, to some or all of the Covenants set forth herein and, upon recordation of a Declaration of Covenants, Conditions and Restrictions, the lot or lots in Phase 2, Phase 3 and any other future Phases, and the lots in Phase 1 shall be considered as one subdivision with enforcement rights extended to the owners of any of the lots in any other Phases and with any percentage requirement set forth herein computed with all of the lots in all Phases collectively.
12. 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 of the property described by the by the deed recorded in Book 649, page 1461, Caswell County Registry being subdivided in the various Phases of Wilson Ridge. Thereafter, this Declaration may be amended by an instrument signed by the owners of not less than 75% of lots, provided that the amendment is properly recorded in the Caswell County Registry.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed under seal by its Manager as its official act, this 4 day of September 2024.

[SIGNATURE PAGE TO FOLLOW]

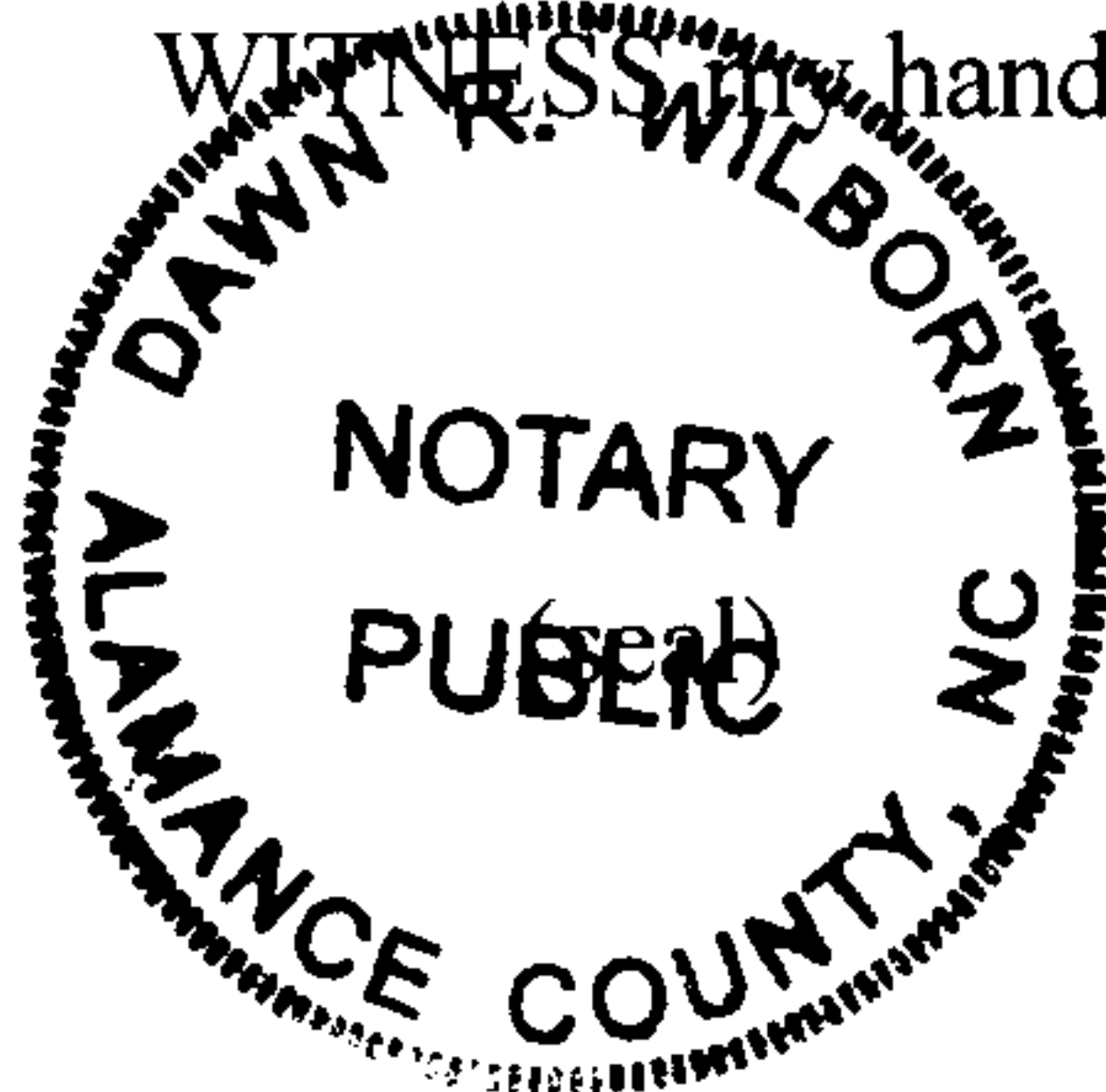
Backwoods Lands, LLC

a North Carolina Limited liability company

By: Tracy Michelle Dixon (SEAL)
TRACY MICHELLE DIXON, ManagerSTATE OF NCCOUNTY OF Alamance

I, Dawn R. Wilborn, a Notary Public of the said County and State certifies that Tracy Dixon personally came before me this day and acknowledges that 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 and its name by its manager, and sealed with its company sealed.

WITNESS my hand and official seal this the 4 day of September, 2024.

Dawn R. Wilborn
NOTARY PUBLICDawn R. Wilborn
(PRINT OR TYPE NAME OF NOTARY PUBLIC)My commission expires: 7.31.2026