
FILED	Jan 21, 2021
AT	10:46:34 AM
BOOK	04109
START PAGE	0455
END PAGE	0463
INSTRUMENT #	01419
EXCISE TAX	\$0.00

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

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR EAGLES LANDING ESTATES

This declaration made this 21st day of January 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 Lot Numbers 11-14 Eagles Landing Estates as shown on that plat recorded in the Register of Deeds for Alamance County in Plat Book 81 at Page 422 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 Eagles Landing Estates 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 DECLARANT, 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 11-14, of that subdivision known as Eagles Landing Estates, a plat of which is recorded in the Office of the Register of Deeds for Alamance County, North Carolina, in Plat Book 81 at Page 422, 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. Subject to the exceptions below, each lot shall be used for residential purposes and each lot may contain no more than one residential dwelling (herein referred to as the "Primary Dwelling") and an ancillary or additional accessory dwelling (herein referred to as the "Additional Accessory Dwelling"), subject to approval by the Architectural Committee as set forth herein. Any Lot Owners so long as there exists a Primary Dwelling thereon, may operate a commercial agricultural, horticultural, or Forestry Management operation that must comply with the Alamance County Voluntary Agricultural District requirements, provided that the use of the property otherwise complies with these restrictive covenants. Furthermore, any Lot Owner may subject their property to additional covenants restricting some or all of their property to Agricultural, Horticultural, Forestry Management, or Wildlife Management uses without any further required approvals of the Architectural Committee or other Lot Owners. Any residential building erected, placed or permitted on each lot shall not exceed a basement, two stories and a private garage. Each Lot Owner shall complete the construction of the "Primary Dwelling" prior to commencing the construction of any Additional Accessory Dwelling. Provided, however, the owners of lot number 13 and any lot owned by the Declarant, may construct an Additional Accessory Dwelling as set forth herein prior to construction of the Primary Dwelling provided that the construction of the Primary Dwelling commences must within 24 months of receipt of a certificate of occupancy for the Additional Accessory Dwelling. No Lot herein shall be used for a retail business, duplex, or multifamily structure. No residence or structure of a temporary character or nature shall be erected or allowed to remain on said property.

2. No residential dwelling, building, fence, wall, driveway or any other improvement shall be commenced, erected or maintained upon any lot in Eagles Landing Estates 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 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 Eighteen (18) 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. The Primary Dwelling shall have a minimum heated floor space of 2500 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 or modular homes shall be permitted or allowed to remain on said property. Pre-built homes may not be moved onto any lot in this subdivision. All residential structures must also have a brick or rock (no block or stucco) foundation and each house will have gutters and downspouts. All out-buildings and or additional accessory dwelling shall be maintained in a good and safe condition, and shall be kept neat in appearance. Any out-building or additional accessory dwelling placed on a Lot must be approved by the Architectural Review Committee prior to construction in accordance with the procedures set forth herein and shall be constructed in a permanent manner using materials that are compatible with the residence located upon the Lot. An Additional Accessory Dwelling shall have a minimum heated floor space of 800 sq. ft.
 5. No animals shall be kept or allowed to remain on any Lot for commercial purposes, except for those lots that qualify for agricultural, horticultural, or Forestry Management operations under those rules as defined by the Alamance County Voluntary Agricultural District. "Commercial Purposes" shall be defined for the purposes of these restrictions as those activities that are predominantly transactional between animals and the public. This would include, but is not limited to, slaughter-houses, dairy farm and breeding animals for sale. All Lot Owners shall not have more that an allowable amount of any particular animal on a particular Lot as described below.
The following limits shall apply to each lot:
 - a. Domesticated chickens and waterfowl are permitted provided that each lot shall not have in excess of ten (10) chickens and 6 waterfowl. Lot Owners may aggregate the total number of chickens and waterfowl allowable on all of their lots on to one Lot for convenience and limiting the location of structures to protect such animals.
 - b. Livestock (other than expressly prohibited below shall not exceed two (2) per five (5) acres. Lot Owners may aggregate the total number of Livestock allowable on all of their lots on one Lot for convenience and limiting the location of structures to protect such animals.
 - c. Domesticated animals shall not exceed five (5).
 - d. Expressly prohibited are cows, pigs and roosters.

It is the express intention of this provision that each lot shall be “farm friendly” but be limited to serving the family who resides on each particular lot, except to the extent that those Lot Owners that are engaged in Commercial Agriculture, Horticulture, or Forestry Management that comply with the Alamance County Voluntary Agricultural District program.

The number of Equine animals to be kept on a particular lot shall be determined based on the following formula: one (1) Equine animal per two (2) acres. For example, if the lot is ten acres, then five (5) will be the maximum number of Equine animals permitted on said lot. Lot Owners may aggregate the total number of Equine Animals allowable on all of their lots on to one Lot for convenience and limiting the location of structures to protect such animals. Equine Animals shall only be permitted on lots that have a minimum acreage of ten (10) acres.

All animals shall be kept under reasonable regulation of control and sanitation, provided they do not become a nuisance to other owners in the subdivision. In no case shall said animals be allowed to roam beyond the owner’s boundaries or have access to any pond, creek or natural water source located upon any Lot herein unless located on the Lot Owner’s property.

7. 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. Provided however any Agricultural, Horticultural, Forestry Management, or Wildlife use of any Lot not specifically prohibited in these restrictive covenants shall not be considered an annoyance or nuisance.

8. 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.

9. 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.

10. No Trees may be cut or removed from the property within the tree buffer areas as shown on attached Exhibit “A” without written approval by the Architectural Committee; provided however, that any tree that presents an imminent danger to the health and safety of any person or personal property, said tree(s) may be cut or removed. No timbering for profit shall be permitted except by the Declarant

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 herein. The Lot Owners shall semi-annually bush hog the property.

11. The property described herein may be further subdivided provided that no lot shall be

less than 7 Acres (excluding lot 12A and any other off site septic field created to serve the main lot). Lot Owners may recombine and resub-divide their Lots so as to effectively best use their Lots so long as they comply with the Alamance County Subdivision Ordinance as then in effect provided that any recombination shall not result in a lot less than 7 acres. Provided that the Declarant and the Owner of Lot 12 and Lot 13 may subdivide their lots so as to create no more than 2 additional lots no less than 2 acres in accordance with Alamance County Ordinances.

12. 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.

13. Easements are reserved for public utilities and cablevision in the same location and manner as the Duke Energy Easement at Book 4040 Page 444. 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.

14. 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 erected in compliance with the provisions hereof, provided however that where there is no garage 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 than two (2) feet to an interior lot line. Furthermore, all Lot Owners are hereby granted a non-exclusive right of perpetual ingress, egress and regress to State Roads over and upon that 50 foot exclusive access and that dirt farm road, as shown in Plat Book 81 at Page 422 and Page 425 and as may be depicted or built in the future by the Declarant or any future owner, and for the use and installation of utility services, which rights shall be subject to the terms of a Road Maintenance Agreement filed contemporaneously herewith. Where required by access the Lot Owners may at their option create a joint driveway that traverses a lot line so long as the Lot Owners prepare and record a joint driveway agreement that establishes the various rights and responsibilities of the Lot Owners with regard to that joint driveway.

15. No trash, rubbish, stored material, immobile or junk automobiles, trucks, tractor-trailers, or any other immobile or junk vehicles shall be permitted to remain on any lot or street in the subdivision. Any vehicle to remain on any lot shall display a current State inspection sticker and license plate. No trucks, tractors, boats, campers or boat trailers may be stored or regularly parked on the street. Lot Owners may store their tractors and equipment adjacent to any out-building or accessory dwelling. This does not preclude or prevent any Lot Owner from storing any prohibited item within the confines of an enclosed garage, building or ancillary structure.

16. 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.

17. 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.

18. No structure, fence, wall, landscaping plan or screen planting shall be erected, placed or altered on any lot until the building plans, specifications and plot plans showing the location of such structure, fence, wall or screen planting or landscaping plans have been approved in writing as to conformity and harmony of external design and external materials, with the existing structures in the areas, and approved as to location with respect to topography and finished ground elevation by the Architectural Committee. The Architectural Committee shall also 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. 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.

19. Any fence shall be neat in appearance, of permanent structure and properly maintained. Fences to contain animals or for any other reason must be constructed in a permanent manner using materials that are compatible with the residence. 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.

20. 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.

21. Declarant shall not be responsible for any damages inflicted to roadways, utilities, drainage channels, or other facilities serving the Subdivision, which damages are incurred during the construction of a dwelling on any lot by any person, firm or corporation other than Declarant. Any such damages shall be repaired at the sole expense of the owner of such lot constructing

such dwelling and each such owner does hereby agree to indemnify and hold Declarant harmless for all such damages. All construction entrances shall be covered with gravel and no disturbed soil, rock or other refuse may not be placed upon any road or any adjoining lot. Trash dumpsters or trash containers shall be kept upon any lot at all times during construction of any dwelling or the making of substantial renovations to an existing dwelling. All lots upon which a dwelling is under construction are to be kept clean and free of debris.

The easement areas located on each lot and all improvements located within such easement areas shall be maintained continuously by the owner of the lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or public authority or utility company or cable television company. No conveyance by the Declarant or any lot, or of any interest herein, shall be deemed to be, or construed as, a conveyance or release of the easements reserved herein, or any of them, even though the conveyance purports to convey the lot in fee simple, or by other language purports to convey Declarant's entire interest therein, but such effect shall arise if the conveyance specifically recites it to be the intention of the Declarant to thereby convey or release the easements herein reserved.

22. 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.

23. 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 Eagles Landing Estates 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 to subject any additional lots to the Restrictive Covenants or exercise any other right reserved to Declarant, herein. 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.

24. 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 owners herein shall be further subject to the following requirement:

The Declarant 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.

25. In the event that trash and rubbish removal services are unwilling or unable to provide service at the end of the driveway of any individual Lot Owner due to potential or actual damage to the 50 foot access easement and dirt farm road then Declarant will provide a location along the access easement and dirt farm road suitable for trash and rubbish removal services to access with minimal damage to the 50 foot access easement and dirt farm road ("Pickup Location").

Each Lot Owner agrees to allow their individual trash receptacle placed for pick up by a trash removal service to remain in the Pick up location or at the end of their individual driveway for no longer than 24 hours. When not placed for pick up by a trash removal service all trash receptacles shall remain screened and out of view from the 50 foot access easement and dirt farm road.

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 Pickup Location. 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 Pickup Location or abandonment of Lot of such Owner.

IN WITNESS WHEREOF, the said party has caused this instrument to be executed this 21
day of January 2021.

Backwoods Land, LLC
A North Carolina Limited liability company.

Tracy Dixon

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 Corporate seal.

WITNESS my hand and official stamp or seal this the 21 day of January 2021.

[Signature]
Notary Public

My Commission Expires:
4-29-23

