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NORTH CAROLINA

**DECLARATION AND PROVISIONS
FOR PRIVATE ROAD MAINTENANCE**

ALAMANCE COUNTY

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

THIS DECLARATION AND PROVISIONS FOR PRIVATE ROAD MAINTENANCE, made January 21, 2021, by Backwoods Land, LLC, (the "Declarant").

WITNESSETH:

WHEREAS, Declarant owns in fee simple the real property accessing John Lewis Road over and upon that private road referred to as Eagles Landing Way shown on that plat entitled "Final Plat Property of Eagles Landing Estates" as recorded in Plat Book 81 at Page 422, and further identified on that plat entitled "Final Plat Property of Eagles Landing South" as recorded in Plat Book 81 at Page 425, Alamance County North Carolina (herein referred to as the Property); and

WHEREAS, Declarant by this Declaration wishes to bind any future Lot Owners and their successors and assigns to provide all owners of any portion of said property owned by Declarant described below a non-exclusive perpetual ingress, egress and regress to State Roads along with the right to install and maintain utility services; and

WHEREAS, Declarant by this Declaration wishes to bind Declarant and his successors and assigns to provide for maintenance of said easement until such time as the said easement is accepted by the State of North Carolina for maintenance.

NOW, THEREFORE, Declarant covenants and binds with any and all persons, firms or corporations hereafter acquiring Lots 7-10 (and Lot 6 subject to the provisions set forth below) as depicted in Plat Book 81 at Page 425, and Lots 11-14 as depicted in Plat Book 81 at Page 422 (the "Lot Owners") the same shall be subject to the following restrictions, conditions, and covenants relating to the use and occupancy thereof, which

restrictions, conditions, and covenants shall run with the said property and inure to the benefit of and be binding upon the heirs, successors and assigns of Declarant and other acquiring parties and persons. In the event that the owner(s) of Lot Number Six (6), as shown in Plat Book 81 at Page 425 now or in the future elects to connect the driveway to the private road for the purposes of accessing John Lewis Road as described herein, Lot Number Six (6) shall also be subject to the terms herein. In the event that Lot Number Six (6) connects the driveway to John Lewis Road, Lot Number Six (6) shall not be obligated to participate in the maintenance terms set forth herein.

ARTICLE 1

The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective and restrictive covenants set forth in the various Articles of this Declaration is located in Alamance County, North Carolina, and is more particularly described as follows:

Being all of Lots Seven (7) thru Ten (10) of the "Final Plat of Eagles Landing South" as recorded at Plat Book 81 at Page 425 of the Alamance County Registry, reference to said plat being hereby made for a more complete and particular description.

AND

Being all of Lot Numbers Eleven (11) thru Fourteen (14) of the "Final Plat Property of Eagles Landing Estates" as recorded in Plat Book 81 at Page 422 of the Alamance County Registry, reference to said plat being hereby made for a more complete and particular description.

ARTICLES 2

Declarant hereby grant unto themselves and the future record owners of the aforesaid property adjoining and abutting the easement as shown on the aforesaid recorded plat perpetual ingress, egress and regress along the said road and for the purposes of installation and maintenance of utilities.

ARTICLE 3

The maintenance of the road shall be apportioned into two areas:

1. All lot owners set forth herein shall share equally in the maintenance of that private road shown as Eagles Landing Way as it extends from John Lewis Road to the corner Lot Number Ten (10) Eagles Landing South Plat Book 81 Page 425 and Lot Number Fourteen (14), Eagles Landing Estates, Plat Book 81 at Page 422. In the event any lot is further subdivided, the total costs shall be shared equally among the total number of lots.

2. Only those Lot Owners of Eagles Landing Estates, being defined as Lot Numbers 11-14, as shown in Plat Book 81 at page 422 or as further subdivided shall share equally in the maintenance of Eagles Landing Way as said road runs North of Lot Number Ten (10) Plat Book 81 at Page 425. In the event any lot in Eagles Landing Estates is further subdivided, the total costs shall be shared equally among the total number of lots in Eagles Landing Estates.

Subject to the terms above and herein, each Lot Owner of each lot shall pay an equal share of the cost of maintaining said private road, this being each Lot Owner's share for grading costs, gravel or rock hauled in to fill ruts, holes, and washed out sections and necessary replacement of, or additional drainage culverts, and repair of any surface treatment or asphalt coating installed by Declarant.

This Subdivision and Easement of Eagles Landing Way is currently exempt from the Alamance County Subdivision Ordinance pursuant to section 32.1 of the Subdivision Ordinance of Alamance County and therefore is not required to be maintained to Alamance County Private road standards. The Declarant shall install a minimum of a 6 inch of compacted Aggregate Base Composition stone and either a properly installed asphalt surface treatment or 1 inch of ribbon asphalt pavement (the "Final Road"). The Final Road is designed to withstand 1 residential garbage truck per week year around. The Final Road shall be installed by the Declarant at the earlier of the receipt of 70% of the certificates of occupancy from Alamance County for Lot Owners or 5 years. The Declarant shall maintain and keep the road in good repair until such time as the road is Final Road. Any excess wear and tear created by any Lot Owner shall be billed to the individual Lot Owner for payment on the same terms as described in Article 6 below.

The Final Road shall be maintained to standards as described herein at a minimum or as required by Alamance County now and as the same may be revised from time to time by Alamance County (the "Maintenance Standard"). Maintenance to the Maintenance Standard shall be approved by a majority of the Lot Owners with respect to the proposed maintenance. Each Lot Owner shall be afforded one vote per Lot. A written notice of all proposed maintenance shall be made to all owners of record at their last known address.

ARTICLE 4

This agreement shall run with and be appurtenant to the land and shall be binding upon the heirs, successors, and assigns of each record owner of the aforesaid property.

ARTICLE 5

This agreement shall remain in full force and effect until such time as said road or any portion thereof is taken over by the Department of Transportation for maintenance purposes, and any portion of said road not so taken over shall remain in full force and effect.

ARTICLE 6

In the event of a breach or threatened breach by any Lot Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Lot Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

In addition to all other remedies available at law or in equity, upon the failure of a defaulting Lot Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Lot Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Lot Owner and be reimbursed by such defaulting Lot Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank of America, N.A. (its successors or assigns), plus two percent (2%); or the maximum amount permitted by North Carolina law, whichever is less. Notwithstanding the foregoing, in the event of: (i) an emergency and/or (ii) blockage or material impairment of the easement rights granted herein, any affected Lot Owner may immediately cure the same and be reimbursed by the other Owner of such Parcel upon which such cure was performed, upon demand, for the reasonable cost thereof together with interest at the prime rate charged from time to time by Bank of America, N.A. (its successors or assigns), plus two percent (2%); or the maximum amount permitted by North Carolina law, whichever is less.

Any claim for reimbursement, including interest as aforesaid, and all costs and expenses, including reasonable attorneys' fees awarded to any Lot Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Lot Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Lot Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the Clerk of Superior Court of Alamance County, North Carolina; provided, however, that any such Assessment Lien shall be subject and subordinate to: (i) liens for taxes and other public charges which by applicable law are expressly made superior and (ii) all liens recorded in the Office of the Clerk of Superior Court of Alamance County, North Carolina prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Lot Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

ARTICLE SEVEN

The private road known as Eagles Landing Way traverses and crosses over an easement retained by Starlett Warren as shown in Deed Book 4007 at Page 857 for septic and water lines to which the Lot Owners herein are subject to the rights therein. The Lot Owners shall repair any damage done arising out of the improvements and or use of Eagles Landing Way as said use may impair or damage the easement as set forth in Deed Book 4007 at Page 857.

IN WITNESS WHEREOF, Declarant have caused this instrument to be signed and sealed on the day and year first written above.

Backwoods Land, LLC

By: Tracy M. Dixon, Manager
Tracy M. Dixon, Manager

STATE OF NORTH CAROLINA, ALAMANCE COUNTY

I, a Notary Public of said County and State, hereby certify that Tracy M. Dixon, came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. WITNESS my hand and official seal this the 21 day of January, 2021.

My Commission Expires:

4-29-23



Notary Public

Paul L. Oertel, III
Notary Public
Alamance County, NC