

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

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR BACKWOODS LAND LLC

This declaration made this 24th day of March, 2022, 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, further described in Exhibit A attached hereto; 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 BACKWOOD LAND LLC 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 anyone or more of those lots designated as Lots 1 thru 2 inclusive, of that subdivision known as

BACKWOODS LAND LLC a plat of which is recorded in the Office of the Register of Deeds for Alamance County, North Carolina, in Plat Book 82 at Page 399 or any future lots to be developed on that property further described in Exhibit A attached hereto 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. No retail business, duplex, or multifamily structure shall be permitted on the property.
2. All residential structures built shall have a minimum heated floor space of 1350 square feet. For purposes of this paragraph, "heated floor space" shall be deemed to exclude porches, garages, carports and basement areas. No mobile, manufactured or on-frame modular homes shall be permitted or allowed to remain on said property. Off-frame Modular homes are permitted.
3. 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.
4. 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, campers or boat trailers may be stored or regularly parked on the street.
5. 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.
6. 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.
7. 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 BACKWOODS LAND LLC subdivision and is recorded in the Alamance County Registry, the said covenants, conditions and restrictions may be continued for another forty (40) years.

IN WITNESS WHEREOF, the said party has caused this instrument to be executed this 24th day of March 2022.

**Backwoods Land, LLC**  
A North Carolina Limited liability company.



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 company seal.

WITNESS my hand and official stamp or seal this the 24<sup>th</sup> day of March 2022.



Notary Public

My Commission Expires:

4.29.23

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