

**DECLARATION AND PROVISIONS
FOR ROAD MAINTENANCE and
DRIVEWAY EASEMENT**

Prepared by Paul L. Oertel
Return to: Paul L. Oertel
3493 Forestdale Drive, Suite 103
Burlington, North Carolina 27215

THIS DECLARATION, made on March ___, 2023, by Backwoods Land, LLC, a North Carolina limited liability company, whose address is 3095 Champs Way, Mebane, North Carolina, 27302, herein after referred to as Declarant.

W I T N E S S E T H:

WHEREAS, Backwoods Land, LLC is the owner in fee simple of real property described as UPLANDS NORTHWEST PHASE 1, in Plat Book ___ at Page ___ of the Caswell County Register of Deeds, which plat is hereby incorporated herein for a more complete description abutting and adjoining Hughes Mill Road in Alamance County, North Carolina; and

WHEREAS, said real property of the Declarant (and collectively hereinafter shall be referred to as the “Real Property”) currently has access to Hughes Mill Road, over and upon that 30’ Access Easement known as “UPLANDS NORTHWEST PHASE 1” which Access Easement is also shown in Plat Book ___ at Page ___, Caswell County Register of Deeds; and

WHEREAS, Declarant by this Declaration wish to bind themselves, their successors and assigns to provide all owners of any portion of said Real Property owned by Declarant described herein perpetual non-exclusive right of access for ingress, egress and regress along with utility purposes to Hughes Mill Road, over and upon that 30’ Access Easement as shown in Plat Book ___ at Page ___ of the Caswell County Register of Deeds and in addition for the use and installation of utility services; and

WHEREAS IN ADDITION, the Declarant by this Declaration wish to bind themselves, their successors and assigns to provide for maintenance of said Access Easement until such time as the said 30' Access Easement is accepted by the State of North Carolina for maintenance to insure that the 30' Access Easement is maintained in good condition, being useable in all weather and all seasons.

NOW, THEREFORE, Declarant agrees for themselves and with any and all persons, firms or corporations hereafter acquiring any of the Real Property, 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, being appurtenant thereto and inure to the benefit of and be binding upon the heirs, successors and assigns of Declarants and other acquiring parties and persons.

Any future owner of any lot described herein or created in the future that uses said 30' Access Easement hereto shall share equally in the expense of maintaining said 30' Access Easement known as UPLANDS NORTHWEST PHASE 1, which is more particularly described in Plat Book ___ at Page ___ of the Caswell County Register of Deeds in a useable condition for all weather and all seasons to the extent necessary for ingress and egress to their respective tracts. Each record owner of each lot utilizing said road shall pay an equal pro-rata share of the cost of maintaining said private road, this being each 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. Written notice of all proposed maintenance shall be made to all owners of record at their last known address. For clarity, should any lot use said 30' Access Easement, even if said lot has access to Hughes Mill Road, that lot shall be obligated to share in the cost. The costs shall be determined by dividing the number of lots owned by an owner by as the numerator with the denominator being the total number of lots using said 30' Access Easement. Should the Real Property be further subdivided, the share shall be recalculated based on the increased number of total lots being the new denominator.

The terms "maintenance" and "repair" shall include, but not be limited to, repairing the Road surface, adding stone, clearing obstructions, grading or scraping the Road as necessary, cleaning or recutting ditches as necessary, trimming brush along the roadside, unplugging or opening culverts or drain pipes, and performing any and all other necessary work required to maintain the Road in a condition that will allow for reasonable and safe access of standard passenger vehicles. A majority vote of Lot owners is required for any road improvements or repairs. Each owner shall receive 1 vote per Lot owned that is accessed by the Easement. Before authorizing expenditures for future road improvements or repairs, Lot owners shall receive cost estimates and a majority agreement will be required. If any Lot owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency.

Declarant by this Declaration hereby bind themselves, their successors and assigns to provide all owners who abut that 30' Access Easement as shown in that plat

entitled UPLANDS NORTHWEST PHASE 1, Plat Book ___ at Page ___ of the Caswell County Register of Deeds and described therein the right of perpetual ingress, egress and regress to Hughes Mill Road, over and upon that 30' Access Easement and for the use and installation of utility services.

This agreement shall remain in full force and effect, being appurtenant to and running with the land, 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.

In the event of a breach or threatened breach by any Lot Owner subject to the terms herein, 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 Caswell 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 Caswell 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.

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

Backwoods Land, LLC

(SEAL)

By: Tracy Dixon, Manager

NORTH CAROLINA
CASWELL 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/are the manager(s) 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 _____ day of _____ 2023.

Notary Public

My Commission Expires:
