

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

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR ALTA VISTA**

This declaration made this 26th day of April 2024, by McAlister Properties, LLC, a North Carolina Limited liability company, hereinafter referred to as "**Declarant**"

WITNESSETH:

WHEREAS, **Declarant** is the record owner of certain property in Newlin Township, Alamance County, State of North Carolina, described as Lots 1-9 on that plat entitled "Survey For: McAlister Properties, LLC" as shown on that plat recorded in the Register of Deeds for Alamance County in Plat Book 84 at Page 259; 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 said lots 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 described as Lots 1-9 as shown on that plat recorded in the Register of Deeds for Alamance County in Plat Book 84 at Page 259 are hereby subjected to the

Submitted electronically by "Oertel, Koonts and Oertel, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Alamance County Register of Deeds.

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 and a private garage. No retail business, duplex, or multifamily structure shall be permitted on the property.
2. Set back and yard requirements shall be determined not less than as set forth by the County of Alamance.
3. All residential structures built shall have a minimum heated floor space of 1400 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. Any ancillary structure or building erected must be in harmony with the design and style of the residential structure.
4. All residential structures must also have a brick or rock (no block or stucco) foundation. All slab houses must have three (3) visible courses of brick or equal height in rock.
5. Each house will have gutters and downspouts.
6. No animals or fowls 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.
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.
8. 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.
9. No residence or structure of a temporary character shall be erected or allowed to remain on said property, and no trailer, camper, mobile home, tent, shack, garage, barn or other building shall be used as a residence, either temporarily or permanently.
10. The property described herein may not be further subdivided.
11. 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.

12. Easements are reserved for public utilities and cablevision within ten (10) feet of all lot lines as may be necessary for the service of the Subdivision by such utilities. 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.

13. 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 or carport erected in compliance with the provisions hereof, provided however that where there is no garage or carport 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 THREE (3) feet to an interior lot line.

14. No trash, rubbish, stored material, immobile or junked 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, or boat trailers may be stored or regularly parked on the street.

15. 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.

16. 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.

17. Any fence shall be neat in appearance, of permanent structure and properly maintained. 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. Metal T Post fencing is prohibited when said fence is or will be visible from the public road.

18. 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.

19. 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.

20. The terms of that Road, Entrance and Cubicle Box Maintenance Agreement filed in Book 4469 at Page 319 are hereby reaffirmed and incorporated herein. In addition, the following revision and amendment is hereby made to said Road, Entrance and Cubicle Box Maintenance Agreement filed in Book 4469 at Page 319:

Paragraph 3 is hereby deleted and replaced with the following:

Any future owner of any lot described herein or created in the future that uses said 50' Alta Vista Lane hereto shall share equally in the expenses of maintaining said Alta Vista Lane as shown on that plat recorded in the Register of Deeds for Alamance County, North Carolina in Plat Book 84 at Page 259, 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.

The terms "maintenance" and "repair" shall include, but not be limited to, repairing the easement surface, adding stone, clearing obstructions, grading or scraping the easement as necessary, cleaning or recutting ditches as necessary, trimming brush along the easement, unplugging or opening culverts or drain pipes, and performing any and all other necessary work required to maintain the easement 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.

Provided however, any damage to the Unbuilt private road or excess wear and tear created or caused by any individual Lot Owner, their agents, assignees, contractors, invitees or otherwise, said Lot Owner shall be individually responsible for those necessary repairs to the Unbuilt private road. In particular, each Lot Owner shall be responsible for any damage arising from or created during any improvements to said Lot arising solely from said construction, shall be the responsibility of said Lot Owner.

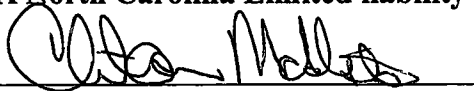
21. Covenants, condition, and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded. If, prior to the end of the forty-year period, a continuation of these covenants, conditions, and restrictions is signed by the

owners of seventy-five percent (75%) of the lots and is recorded in the Alamance County Registry, then 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 so long as Declarant owns any lot therein. 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.

IN WITNESS WHEREOF, the said party has caused this instrument to be executed this _____ day of 4-26- 2024.

McAlister Properties, LLC
A North Carolina Limited liability company.



By: Clinton McAlister
Its: Manager

NORTH CAROLINA
ALAMANCE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Clinton McAlister personally came before me this day and acknowledged that he/she is the manager of McAlister Properties, 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 26th day of April 2024.

Wendy B Mills
Notary Public

My Commission Expires:
7-21-26

