

For Registration Register of Deeds

William Britton

Moore County, NC

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Instrument# 2024007250

STATE OF NORTH CAROLINA
COUNTY OF MOORE

DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR FORTIS FARM SUBDIVISION

THIS DECLARATION, made and entered into this 22 day of December, 2023, by and between CR Pope LLC, a North Carolina limited liability company (hereinafter referred to as "Declarant") and future owners of the land described herein.

W I T N E S S E T H:

WHEREAS, Declarant owns fee simple title to 177.8 acres, more or less, described in the deed recorded in the Office of the Register of Deeds of Moore County, North Carolina in Deed Book 6038, Page 54 (hereinafter referred to as the "Property");

WHEREAS, Declarant has developed a portion of the Property for private residential estates by recording a subdivision plat creating six (6) lots which will be subject to this Declaration in the Office of the Register of Deeds of Moore County, North Carolina in Plat Cabinet 20, Slide 80 (hereinafter referred to as the "Plat" and "Lots");

WHEREAS, the Lots will have access to Lobelia Road (NC Hwy 690) via a 60' Wide Private Roadway and Utilities Easement as shown on the aforesaid Plat (hereinafter referred to as the "Access Easement");

WHEREAS, Declarant, by this Declaration, wishes to bind itself, its successors and assigns, to provide owners of the Lots perpetual ingress, egress and regress to said state road, to provide maintenance of the Access Easement shown on the Plat, and to restrict the use of the Property;

Submitted electronically by "Lorenz & Creed Law Firm PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Moore County Register of Deeds.

WHEREAS, Declarant agrees for itself and any and all persons, firms or corporations hereafter acquiring any property described in Section I below, that the same shall be subject to the following covenants, conditions, easements, and restrictions relating to the use and occupancy thereof, which covenants, conditions, easements, and restrictions shall run with the land and inure to the benefit of and be binding upon the heirs, successors and assigns of Declarant and other acquiring parties and persons.

NOW THEREFORE, Declarant hereby declares that the Lots are and shall be held, transferred, sold, and conveyed subject to the following covenants, conditions, easements, and restrictions.

SECTION I

Property Subject to Declaration

The property subject to this Declaration is located in Moore County, North Carolina and is comprised of Lots 18-23 as shown on plat entitled "Exempt Division of CR Pope LLC 177.8 Acres to Create Phase 1, Page 1 of Fortis Farm Subdivision, Little River Township, Moore County, Lobelia Community, North Carolina" dated 10/27/2021 and revised 11/16/2023, 11/21/2023, 11/24/2023, 11/29/2023 and 11/30/2023 by Emmett S. Raynor, PLS and recorded in Plat Cabinet 20, Slide 80, Moore County Registry.

For a period of twenty (20) years from and after the recordation of this Declaration, the Declarant may subject additional property adjacent to the Property at any time and without the consent of any owner. Any additional property made subject to this Declaration shall be described and delineated by the recording of plat(s) of the additional property and by filing an amendment to this Declaration in the Office of the Register of Deeds of Moore County, North Carolina.

SECTION II

Access Easements

Declarant hereby grants unto themselves and the future owners of the Lots within the Property perpetual, appurtenant, non-exclusive easements for ingress, egress and regress for access and for placement and maintenance of underground utilities in the Access Easements as shown on any plats of the Property, and for construction, installation, maintenance, and replacement of drainage and erosion control measures in the Access Easements.

SECTION III

Maintenance of Access Easements

The Access Easements shall be maintained as gravel roads passable in all weather conditions. The maintenance of the Access Easements shall be the responsibility of the owners of the Lots. The owners of the Lots shall bear, on a pro rata (per Lot) basis, the cost of maintaining the Access Easements as a gravel / crush and run road passable in ordinary

weather conditions, including but not limited to grading, seeding and mowing shoulders, adding gravel or rock to full ruts, holes and washed out sections and doing any other needed maintenance. "Maintenance" as that term is used in this Declaration, shall not include improvements to the roads beyond their condition as constructed, and shall not mean or refer to paving, widening, landscaping, or any other upgrading.

Any record owner of a Lot the within the Property adjacent to the Access Easement shall have the right to enforce maintenance standards by sending by registered or certified mail, return receipt requested, written notice of proposed maintenance, the cost thereof, and the time and place of a meeting of the owners to approve the proposed maintenance (said meeting to take place no more than 30, nor less than 10 days, following the mailing of such notice) to all record owners of Lots withing the Property adjacent to the Access Easement at their last known address disclosed by the Moore County Tax Listings.

At the record owner's meeting, the record owners shall have one vote for each Lot owned, and no Lot shall have more than one vote regardless of the number of record owners. A majority of the votes cast, in person or by signed proxy, at a record owner's meeting, is required for the approval of all maintenance. The vote to approve maintenance shall also appoint an agent to contract the maintenance work on behalf of the owners. Each record owner's pro rata share of the cost of approved maintenance shall be due and payable to the elected agent within then (10) days after the meeting. Any share of said cost which is unpaid after 10 days, together with interest, attorney fees and cost of collection, shall become a lien on the land of the defaulting owner which may be filed on the public record and foreclosed upon by the appointed agent in the same manner as a mortgage on property with power of sale pursuant to Article 2A of Chapter 45 of the North Carolina General Statutes.

Notwithstanding any vote at the record owner's meeting, nothing in this agreement shall be construed as denying any record owner the right to maintain the Access Easement at their own expense as provided for by North Carolina statutes and case law.

SECTION IV Subdivision

Other than the Declarant, no owner may subdivide, combine or recombine any Lot or Lots to create a greater number of lots. In the event a Lot is subdivided, combined or recombined, any newly created Lot shall be a Lot subject to all of the terms herein, including paying a pro-rata share of easement maintenance.

SECTION V Use Restrictions

The Lots shall be used solely and exclusively for residential purposes and related uses. No commercial business activity, manufacturing or trade of any kind shall take place on any Lot.

Lot owners shall not conduct or allow on a Lot or on the Access Easement any activity which constitutes a nuisance to other Lot owners.

No junk vehicles, garbage, debris, junk, or unsightly material shall be kept on any Lot.

SECTION VI Building and Land Restrictions and Requirements

Only one single-family residence, with a *minimum* heated and cooled living area of 2,200 square feet, shall be permitted on each Lot. The single-family residence shall be site built and with a crawl space foundation. No slab foundations shall be permitted.

No mobile homes, manufactured homes, or modular homes shall be placed on the Lots. No metal buildings or similar prefabricated structures shall be permitted on the Lots.

SECTION VII Binding Effect

All of the covenants, conditions, easements and restrictions set forth in this instrument shall run with the land and be appurtenant to the land and shall be binding on the heirs, successors and assigns of each record owner of a Lot within the Property.

SECTION VIII Enforcement

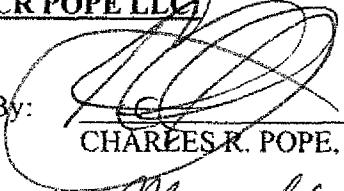
Declarant or any owner of a Lot shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Declarant or any owner of a Lot to enforce any provision contained herein shall in no event be deemed a waiver of the right to do so at a later date.

SECTION IX Severability

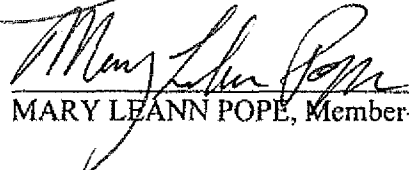
Invalidation of any one of the provisions contained in this declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its duly authorized officer this 22nd day of December, 2023.

CR POPE LLC

By: 

CHARLES R. POPE, JR., Member-Manager

By: 

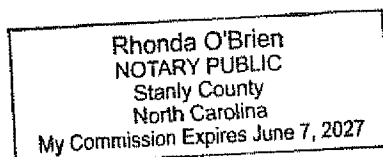
MARY LEANN POPE, Member-Manager

STATE OF NORTH CAROLINA
COUNTY OF MOORE

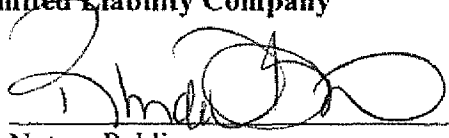
I certify that the following person(s) personally appeared before me this day and (X) I have personal knowledge of the identity of the principal(s); () I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a driver's license; () a credible witness has sworn to the identity of the principal(s); the principal(s) acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name of Principal(s): **Charles R. Pope, Jr. and Mary Leann Pope, as Member-Managers of CR POPE LLC, a North Carolina Limited Liability Company**

Date: 12/22/2023



[SEAL]


Notary Public

Rhonda O'Brien

Printed or typed name of Notary Public

My commission expires: 6/7/27