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FOR REGISTRATION REGISTER OF DEEDS
William Britton
Moore County, NC
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Prepared by and return to Beech-Belt Properties, LLC, 740-A NW Broad Street, Southern Pines, NC 28387

NORTH CAROLINA

**DECLARATION OF RESTRICTIONS
AND PROVISIONS FOR PRIVATE
ROAD MAINTENANCE**

MOORE COUNTY

THIS DECLARATION, made this 23rd day of ^{JANUARY} ~~February~~, 2024, by **Beech-Belt Properties, LLC**, hereinafter called Declarants, having a mailing address of **740-A NW Broad Street, Southern Pines, NC 28387**.

WITNESSETH:

WHEREAS, Declarants own in fee simple the real property described in Article 1 below; and

WHEREAS, the said property will have access to **North Carolina Highway 73** (S.R.) via the private road shown on the plat hereinafter referred to, said private road being known as **Lighterknot Lane** (hereinafter referred to as The Private Road); and

WHEREAS, Lighterknot Lane is part of Lot # 6 (hereinafter referred to as The Private Road Owner) of said property; and

WHEREAS, Declarants by this Declaration of Restrictions, wish to bind themselves, their successors and assigns to provide all owners of any portion of said property owned by Declarants described below perpetual ingress, egress and regress to State Road; and

WHEREAS, Declarants by this Declaration of Restrictions, wish to bind themselves, their successors and assigns to provide for maintenance of The Private Road until such time as The Private Road is accepted by the State of North Carolina for maintenance;

NOW, THEREFORE, Declarants agree for themselves and with any and all persons, firms or corporations hereafter acquiring any of the property described in Article 1 below, that 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 insure to the benefit of and be binding upon the heirs, successors and assigns of Declarants and other acquiring parties and persons.

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 Mineral Springs Township, Moore County, North Carolina, and is more particularly described as follows:

LEGAL DESCRIPTION OF ALL TRACTS BURDENED BY THE PRIVATE ROAD EASEMENT

Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 as described on the plat map recorded within the Office of the Moore County (North Carolina) Register of Deeds located at Plat Cabinet 20, Slide 198 (the "Plat"). Notwithstanding any other provision of this Declaration, however, Declarants reserve the right to record amended plats, consistent with the general tenor of the Plat, of the tracts burdened by the Private Road easement.

Article 2. Declarants hereby grant unto themselves and the future record owners of the aforesaid property adjoining and abutting The Private Road as shown on the aforesaid recorded plat(s) and as The Private Road may be extended into the aforesaid property, perpetual ingress, egress and regress over, on and under the The Private Road including the use of the road for the purposes of installation and maintenance of utilities.

TO HAVE AND TO HOLD the above-described easement as an appurtenance to all of the property, which easement shall run with said lands forever.

Article 3. The road shall be maintained as an All-Weather surface (gravel) at a minimum width of 20'-0" as prescribed by Moore County now and as the same may be revised from time to time. Notwithstanding any other provision of this Declaration, Beech-Belt Properties, LLC is solely responsible for the costs of the original installation of the road but not, for the avoidance of doubt, for the maintenance of the road except as an owner for the purpose of assessments pursuant to this Article 3.

For so long as The Private Road Owner shall be willing and able to serve it shall be responsible for:

1. Determining what maintenance is necessary in order to maintain **Lighterknot Lane**.
2. Contracting repairs and notifying the owners of Lots abutting **Lighterknot Lane** of their pro-rata assessments at least annually; and
3. Estimating the costs of maintenance in advance, and depositing the funds received in a separate account, the records of which shall be available for inspection by any owner subject to assessment.

Assessments shall be allocated among the Declarants as follows: 50 percent to The Private Road Owner (Lot #6) and 50 percent to the remaining Declarants (the owners, for the avoidance of doubt) of the other Lots in equal shares (pursuant to which, for the avoidance of doubt, ten percent (10%) of the maintenance costs shall be assessed to each of Lot 1, Lot 2, Lot 3, Lot 4, and Lot 5 notwithstanding any new plat recorded pursuant to Article 1).

Declarants shall pay all assessments within 30 days of receiving notice of such assessment. Declarants who do not pay assessments within 30 days shall be subject to an additional assessment of 1.5 percent per month, compounded monthly, at the discretion of The Private Road Owner. Declarants acknowledge that their real property included in Article 1 may be properly lien by the other Declarants if they fail to pay assessments on a timely basis.

Article 4. The Private Road may be dedicated to the public at the election of The Private Road Owner under the same procedure used in Article 3 for the maintenance of The Private Road. In that event, the owners and their

successors in title and interest to any of the property described herein will remain responsible for road maintenance by the North Carolina Department of Transportation or other governmental body.

Article 5. In the event that extensions are made to The Private Road within the aforesaid property, or to other property, or for utility access to other property, the costs of maintaining the entire road system shall be borne by all the record owners of any property served by the entire road system as set forth in Article 3; provided, however, that the initial costs of constructing any extension of the road shall be borne solely by the owners of the portion of said property abutting said road extension as they may agree.

Article 6. This Agreement shall remain in full force and effect as to said road or any portion thereof until such time as said road or any portion thereof shall be taken over by the North Carolina Department of Transportation for maintenance purposes, and any portion of said road not so taken over by the North Carolina Department of Transportation shall remain subject to this Agreement. Declarants accept all liability related to the use and maintenance of said road and agree to hold Moore County and the State of North Carolina harmless from such liability. Declarants acknowledge that some public services may not be provided to the lots abutting The Private Road due to the private nature of said road.

Article 7. This agreement is to govern the maintenance of said road when subject to ordinary use. If any owner liable under this agreement shall cause any extraordinary wear and tear on said road by building, well drilling, or other heavy use, said owner shall be responsible to pay such extraordinary costs of maintenance as is caused by said use. If the responsibility for such extraordinary costs of maintenance is not agreed between the owners at an owners' meeting called under the provisions of Article 3 above, the responsibility for said cost shall be subject to binding arbitration.

Article 8. 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. When used in this Agreement, the singular shall include the plural, the masculine shall include the feminine and the neuter, and vice versa, as the meaning may require.

[the remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this instrument is executed (a), if by an individual, by hereunto setting his or her hand under seal by adoption of the word "SEAL" appearing next to his or her signature, (b), if by a corporation, by the duly authorized officer, director or shareholder of the corporation on its behalf under seal, if an impression seal appears hereon, by affixing such impression seal or by adoption of the word "SEAL" appearing next to the signature of the officer, (c), if by a partnership, by the duly authorized partner of the partnership on its behalf under seal by adoption of the word "SEAL" appearing next to the signature of the partner or (d), if by a limited liability company, by the duly authorized manager or company official on its behalf under seal by adoption of the word "SEAL" appearing next to the signature of the manager or company official, on the day and year first above written.

Beech-Belt Properties, LLC

Jeremy R. Rust (SEAL)
Jeremy R. Rust, Manager

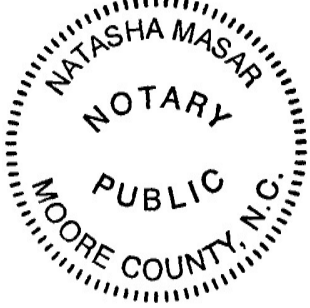
STATE OF NORTH CAROLINA
COUNTY OF MOORE

I certify that the following person personally appeared before me this day and acknowledged to me that the following person voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Jeremy R. Rust	Manager, Beech-Belt Properties, LLC

- I have personal knowledge of the identity of the principal;
- 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 _____; or
- A credible witness has sworn to the identity of the principal

Witness my hand and official stamp or seal on this the 23rd day of JANUARY, 2024.



Natasha Masar
Notary Public
Print notary name: NATASHA MASAR
(notary name must be exactly as on notary seal)
My commission expires: 7/29/2025

[affix notary seal above, which must be fully legible]