

STATE OF NORTH CAROLINA

DECLARATION OF EASEMENT AND
PROVISIONS FOR PRIVATE ROAD
MAINTENANCE

COUNTY OF CHATHAM

THIS DECLARATION, made this 23rd day of June, 1995, by and between Tarheel Wood Treating Co., Inc., A North Carolina Corporation, Sanford Friedman and wife, Patricia B. Friedman, and Samuel E. McBride and wife, Karen T. McBride, hereinafter called Declarants;

W I T N E S S E T H:

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

WHEREAS, the said property has access to Windy Ridge Road via the easement hereinafter described; and

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

WHEREAS, Declarants, by this Declaration, further wishes to bind themselves, their successors and assigns to provide for maintenance of said easement;

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 easements and conditions set forth herein, and that said easements and conditions shall run with said property and inure 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 easement and conditions set forth in the various articles of this Declaration is located in Williams Township, Chatham County, North Carolina, and is more particularly described as follows:

BEING all of Lot A, as shown on that plat entitled "Final Plat Lot A Big Woods Hills - Section III" recorded on Plat Slide 94-364, Chatham County Registry; all of Lots B and C, as shown on that plat entitled "Final Plat Lots B-E Big Woods Hills - Section III", recorded on Plat Slide 94-365, Chatham County Registry; and all of Lots 43 and 44 as shown on that plat entitled "Survey for Big Woods Hills - Revision of Lots 43 and 44" recorded on Plat Slide 90-177, Chatham County Registry, reference to said plats is hereby made for a more particular description.

ARTICLE 2. Declarants hereby grant unto themselves and the future record owners of the aforesaid property adjoining and abutting the private easement serving the lots shown on said plats perpetual easements for purposes of ingress, egress, and regress and for the installation and maintenance of utilities along the said easement, the easement being more particularly described as follows:

Being that sixty (60) foot easement from Windy Ridge Road, shown as that 60 foot private access easement, also known as Pioneer Path, on that survey entitled "Lots B-E Big Woods Hills - Section III," recorded on Plat Slide 94-365, Chatham County Registry, and also on that plat entitled "Final Plat Lot A Big Woods Hills - Section III" recorded on Plat Slide 94-364, Chatham County Registry; reference to said plats is hereby made for a more particular description.

ARTICLE 3.

(a) Each record owner, including Declarants, of any of the aforesaid property abutting on said easement shall be responsible for and pay a pro rata portion of the costs of maintaining said easement, including grading costs, gravel, or rock hauled in to fill ruts, holes and washed out sections and necessary replacement of or additional drainage culverts. Said easement shall be maintained in an all weather condition. Lot 43 shall pay a pro-rata share of the actual footage of road used as access for Lot 43.

(b) It is understood and agreed that maintenance and repair called for by this agreement shall not be in excess of the above stated standard unless agreed by all the involved property owners. Any owner shall have the right to upgrade the standard of the drive in whole or in part, but such owner shall be solely responsible for the cost of such upgrading unless otherwise agreed; and the other owners shall remain liable for the maintenance and repair of the road, but only to the extent that they would be liable had the standard of the road not been upgraded.

(c) The record owners shall select one of their number, in alphabetic rotation if no volunteer is forthcoming, to serve as agent for the purpose of evaluating the easement and recommending maintenance. The agent shall notify all record owners in writing at their last known address of proposed maintenance not less than thirty (30) days prior to initiation of service. All of the property subject hereto shall be subject to assessment for maintenance of said private road as aforesaid. The record owner of each lot (whether or not a single or joint ownership) shall be deemed to hold a single share and each share is entitled to one vote. At the time of any improvements the total number of shares shall be divided into the cost of the improvements, and all parties shall then be responsible for payment. Approval of a majority of the shares shall authorize the agent to proceed. Approval shall not be unreasonably withheld. The agent shall have the right to handle the assessment fund and to make disbursements therefrom; to file notices of unpaid assessments as provided in Article 4 hereof; and to take any action, including employment of counsel reasonably necessary to enforce the provisions hereof.

(d) Any damage to the easement caused by home construction, driveway connections, heavy trucks, machinery, timbering or other abuse to the easement shall be the responsibility of the owner engaged in the cause of damage. Any damage to the easement caused by guests or visitors shall be the responsibility of the owner who is the host to said guests or visitors.

(e) Nothing herein shall prevent the owner of the underlying fee to landscape, put a fence along the easement, or in any way use the underlying fee so long as said use does not interfere with access to any lot. No owner shall place any improvement on said easement that can not easily be removed.

(f) If any lot is not accessed by use of Pioneer Path, than said lot shall not be subject to the maintenance of Pioneer Path.

ARTICLE 4. The Declarants and each subsequent record owner of all or any portion of said lands, by the acceptance of a deed therefore, is deemed to covenant and agree to pay assessments as herein provided. If any owner's share of the maintenance cost is not paid, then the agent or any record owner shall reduce the cost owing to judgment and the cost shall then become a lien on the land of the defaulting record owner. Any unpaid assessment shall bear interest at the maximum legal rate.

ARTICLE 5. Subordination of the Lien to the Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE 6. This agreement shall run with and be appurtenant to the land and shall be binding upon the heirs, assigns and successors of each record owner of the aforesaid property.

ARTICLE 7. This agreement shall remain in full force and effect until such time as said roads or any portion thereof is taken over by the North Carolina Department of Transportation for maintenance purposes, and any portion of said roads not so taken over shall remain subject to this agreement and for said portion this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have set their hands and seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, on the day and year first above written.

Tarheel Wood Treating Co., Inc.
BY: L. Edward Gallup
President



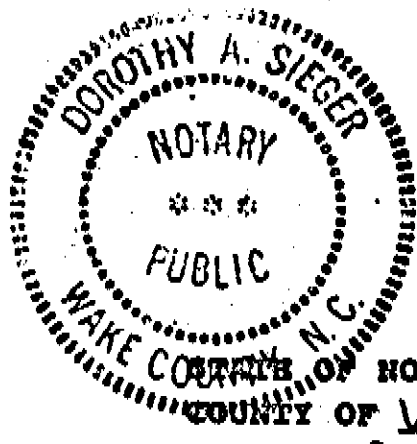
L. Edward Gallup

Sanford Friedman

Patricia B. Friedman

Samuel E. McBride

Karen T. McBride



I, Dorothy A. Sieger, a Notary Public in and for the County and State aforesaid do hereby certify that James S. Gallup personally appeared before me this day and acknowledged that he is Secretary of Tarheel Wood Treating Co., Inc., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal and attested by him as its secretary.

Witness my hand and Notarial Seal, this the 3rd day of June, 1995.
My commission expires: _____
My Commission Expires 3-11-97
Dorothy A. Sieger
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid do hereby certify that Sanford Friedman personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial seal, this the _____ day of _____, 1995.
My commission expires: _____
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid do hereby certify that Patricia B. Friedman personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the _____ day of _____, 1995.
My commission expires: _____
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF _____

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I, _____, a Notary Public in and for the
County and State aforesaid do hereby certify that Samuel E. McBride personally
appeared before me this day and acknowledged the execution of the foregoing
instrument.

Witness my hand and Notarial Seal, this the ____ day of _____, 1995.

My commission expires: _____

Notary Public

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the
County and State aforesaid do hereby certify that Karen T. McBride personally
appeared before me this day and acknowledged the execution of the foregoing
instrument.

Witness my hand and Notarial Seal, this the ____ day of _____, 1995.

My commission expires: _____

Notary Public

NORTH CAROLINA, CHATHAM COUNTY

The foregoing Certificate(s) of DOROTHY A. SIEGER, Notary(ies) Public,

is(are) certified to be correct. This instrument was presented for registration at 10:38 o'clock a.m. on

July 6, 1995, and recorded in Book 669, Page 510.

Reba G. Thomas, REGISTER OF DEEDS FOR CHATHAM COUNTY

By Jeva A. Desnoes Assistant - Register of Deeds