

FILED FOR RECORD
VANCE COUNTY, N.C.
CYNTHIA S. ABBOTT
REGISTER OF DEEDS

RECORDED Mar 15, 2007
AT 03:39 pm

INSTRUMENT # 01384

PREPARED BY: John H. Zollicoffer, Jr.
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P.O. Drawer 19
Henderson, NC 27536

STATE OF NORTH CAROLINA : VERIFICATION OF STATUS OF
COUNTY OF VANCE : AYCOCK VILLAGE ROADS MAINTENANCE,
AND QUITCLAIM

THIS VERIFICATION OF STATUS OF AYCOCK VILLAGE ROADS MAINTENANCE, AND QUITCLAIM made and entered into this the 14th day of March, 2007, by and between **OXFORD SPORTING GOODS, INC.** (hereinafter referred to as "Developer") and **AYCOCK VILLAGE ROAD MAINTENANCE ASSOCIATION, INC.** (hereinafter referred to as "Association");

WITNESSETH:

WHEREAS, the Restrictive Covenants for Aycock Village recorded in Book 839 at Page 455, Vance County Registry, provide in Paragraph 21 as follows:

"ROADS AND ROAD MAINTENANCE: Coghill-Dickerson Lane, Vintage Lane, Abi Lane, Casei Lane, Dodi Lane and Bryan Lane are 50-foot private rights of way for the use and benefit of the Developer and all subsequent Owners of lots adjoining said roads, (as well as the Owners of Lots 59 and 60 and certain other property owners who have pre-existing rights to use some of said private roads for access to State Road 1523). The conveyance of each numbered lot (except Lot 1A, which is specifically excluded from the provisions of this paragraph dealing with road maintenance) is subject to the rights of the Developer and other lot owners to cross said private rights-of-way. As a part of the consideration for their purchase of lots in the subdivision, each of the owners of a lot adjoining each of said named streets, as well as the Owners of Lots 59 and 60, agree to bear their prorata (i.e. per lot) costs of the necessary expense to maintain the private fifty-foot roads in an all-weather state of good repair. Until ninety (90%) percent of the lots in the subdivision have been sold, the Developer shall be responsible for contracting any road maintenance work and shall be responsible for any decision regarding the need for maintenance and the manner and extent of said maintenance, improvement or repair and shall collect from the other lot owners in the subdivision their prorata costs of said maintenance and repair on a quarterly basis. Once ninety (90%) percent of the lots adjoining said roads have been sold, (at which time the Developer's obligation to contribute prorata toward road maintenance shall cease), the owners of the adjoining lots shall form a non-profit association to be denominated "Aycock Village Road Maintenance Association" which shall be charged with the responsibility of contracting for any road maintenance work and shall make decisions regarding the need for maintenance and the manner and extent of said maintenance, improvements or repairs and shall collect from the other lot owners (excluding the Developer) their prorata (i.e. per lot) costs of said maintenance. Each lot owner's prorata costs shall be a lien upon his lot until the same is extinguished through payment.

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The owners of Lots 59 and 60 shall be responsible, at their sole cost and expense, for the maintenance of the twenty-foot (20') private roadway known as "Lost Lane", extending from Bryan Lane to their respective lots.

The Developer, its successors and assigns reserve the right to subject other, adjoining parcels under the provisions of these Restrictive Covenants."

WHEREAS, Oxford Sporting Goods, Inc., the Developer of the Aycock Village subdivision, has sold 64 of the 66 lots in the Aycock Village subdivision as shown on the plat recorded in Plat Book "V" at Page 895, with only Lots 63 and 65 remaining titled in Oxford Sporting Goods, Inc. (which sales constitute more than 90% of the lots in said subdivision); and

WHEREAS, the Aycock Village Road Maintenance Association, Inc. was formed on June 9, 2005 and the Articles of Incorporation for said corporation were filed with the Office of the North Carolina Secretary of State on said date; and

WHEREAS, pursuant to the terms of said Restrictive Covenants for Aycock Village, the Developer's obligation to contribute towards the maintenance of the roads in Aycock Village shall cease, and the owners of the adjoining lots (through the Aycock Village Road Maintenance Association, Inc.) are hereafter charged with the responsibility of contracting for any road maintenance work and of making decisions regarding the need for maintenance and the manner and extent of said maintenance, improvements or repairs and collecting from the other lot owners (excluding the Developer) the prorata costs (i.e. per lot) of said maintenance (with the owners of Lots 59 and 60 having responsibility for the 20 foot private road way known as "Lost Lane" extending from Bryan Lane to their respective lots).

NOW, THEREFORE, this is to verify the above status of the road maintenance obligations relative to the roads in Aycock Village subdivision as shown on the plat recorded in Plat Book "V" at Page 895, Vance County Registry (which roads were dedicated as private rights-of-way by the recording of said plat). Further, Oxford Sporting Goods, Inc. hereby quitclaims and conveys to the Aycock Village Road Maintenance Association, Inc. all of the right, title and interest which Oxford Sporting Goods, Inc. had or presently has in said roads shown on said plat recorded in Plat Book "V" at Page 895 (except for the present interest of Oxford Sporting Goods, Inc. as owner of Lots 63 and 65 as shown on said plat).

This the 14 day of March, 2007.

OXFORD SPORTING GOODS, INC.

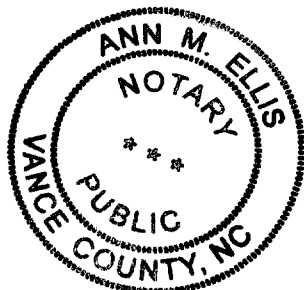
BY: W. A. Currin

W. A. Currin, President

STATE OF NORTH CAROLINA
COUNTY OF VANCE

I, the undersigned Notary Public of the County and State aforesaid, certify that W. A. Currin, President of Oxford Sporting Goods, Inc., personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing instrument on behalf of said corporation for the purposes therein expressed and in the capacity indicated.

Witness my hand and notarial stamp or seal this 15th day of March, 2007.



Ann M. Ellis (SEAL)
Notary Public
My Commission Expires: 7-31-2010