

DECLARATION OF JOINT DRIVEWAY EASEMENT

Prepared by and mail to: Chandler Gibson PLLC 123 S. White Street, Wake Forest, NC 27587

NORTH CAROLINA

FRANKLIN COUNTY

KNOW ALL MEN BY THESE PRESENTS that Colebrooke Custom Homes LLC (the "Declarant") is the owner of Lots A, B, and C on that plat recorded in Book of Maps 2021, Page 426, Franklin County Registry (the "Land") and by the execution of this instrument do hereby convey and dedicate a Joint Driveway Easement to provide access from NC HWY 56 to the Land via an Easement shown as "New 20' Ingress and Egress Easement" (the "Joint Driveway") on the aforesaid plat, The Joint Driveway to have a right of way of Twenty (20) feet in width and to extend to the right of way of Abbey Road and beginning from NC HWY 56, and shall include any concrete apron along the Joint Driveway.

The Declarants do hereby subject the Land to the following declarations, covenants, restrictions, and assessments (collectively the "Declaration") for the maintenance of the Joint Driveway, the terms of the Declaration to run with the Land, by whosoever owned, from and after the date of the recording of the Declaration, to wit:

1. The purpose of the Declaration is to provide for the maintenance of the Joint Driveway to assure its continuous status as a passable roadway for emergency and passenger motor vehicles in weather conditions prevalent to that area;
2. Landowners are defined for the purposes of the Declaration as any person or entity who holds fee simple title to the Land. The owners of a Lot as tenants in common or as tenants by the entirety shall collectively constitute on Land owned for that Lot.
3. The costs of maintaining the Joint Driveway shall be shared equally by the Landowners. The liability of a Landowner for the cost of maintaining the Joint Driveway shall begin simultaneously with the recording of the Deed conveying to the Landowner a Lot subject to this Declaration. The Landowners' responsibility for the payment of the costs assessed to the Landowner for the maintenance and repairs of the Joint Driveway shall continue until satisfied. If the Joint Driveway needs maintenance or repairs, either one of the Landowners

may undertake the same. All Landowners shall nevertheless, share in the cost of the maintenance and repairs on an equal basis; subject, however, to the right of a Landowner to call for a larger contribution from the other under any rule of law imposing liability for negligence or willful acts or omissions that are the proximate cause of damage to the Joint Driveway. The Landowner maintain/repairing the Joint Driveway and its contractors and agents shall have the right to go upon the Land adjoining the Joint Driveway (and subject to the Declaration) to the extent reasonably necessary to perform the repair/construction. The repair/construction shall be done expeditiously in accordance with all applicable building codes and governmental regulations. Upon completion of the repair/construction, the Landowner shall restore, as is reasonably practicable, the Land to as near the same condition as that which prevailed on or before the commencement of the repair/construction.

4. Each Landowner shall pay his proportionate share of the costs of maintaining the Joint Driveway immediately upon being billed. The failure of a Landowner to pay his proportionate share of the costs of maintaining the Joint Driveway within thirty (30) days of the date of billing shall constitute a failure to pay for labor and materials as is defined by N.C.G.S Section44(A)-8, et.seq.
5. The Joint Driveway shall be maintained to assure its continuous status as a passable road for emergency and passenger motor vehicles in weather conditions prevalent to the area. Any improvements or maintenance to the Joint Driveway in excess of the standards required by this paragraph may be approved by the Landowners.
6. If a Landowner desires to sell his/her property, he may request the other Landowner to provide a written certification that no right of contribution then exists for maintenance/repairs of the Joint Driveway. It shall be the duty of a Landowner to make such certification promptly upon request and without charge; provided, however, that where the Landowner claims a right of contribution for maintenance/repairs of the Joint Driveway, the certification shall state the amount claimed for the maintenance/repairs and the basis of the claim. In the event a Landowner refuses or neglects to provide such certification within ten (10) business days after the Landowner's receipt of the written request for same, the failure to provide the certification shall be deemed a waiver of any right the Landowner may have had to recover for the costs of any maintenance/repairs to the Joint Driveway.
7. This Declaration shall be binding upon the Landowners and their respective heirs, representatives, successors, and assigns. The rights and obligations of granted and created by the Declaration are perpetual, run with the title to the Land and can be terminated only as provided herein.
8. The Dedication of the Joint Driveway Easement and the Declaration are not a gift to or dedication of any portion of the Joint Driveway of the Land to the general public for any public purpose and the rights, duties and obligations set forth in this Declaration may only be enforced by a Landowner.
9. This Declaration may be modified only be a written instrument duly executed by the Landowners.
10. This Declaration shall be governed by and construed in accordance with the laws of the State of North Carolina.
11. Whenever a Landowner's consent or approval is required prior to the taking of some action affection the Joint Driveway, such consent or approval shall not be unreasonable wither,

conditioned, or delayed, and such consent/approval shall be deemed to have been given unless the Landowner requesting the approval receives a written objection from the other Landowner within ten (10) days of the delivery of the written request for consent/approval.

This the 8 day of July, 2022.

Colebrooke Custom Homes LLC, a North Carolina Limited Liability Company

By: [Signature]

Name: Dustin Modie

Title: Owner

State of North Carolina, Wake County

I, the undersigned Notary Public, certify that Dustin Modie personally came before me this day and acknowledged that he is the Owner of **Colebrooke Custom Homes LLC, a North Carolina Limited Liability Company**, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this the 8 day of July, 2022.

My Commission Expires: 9-16-2024

[Signature]
Notary Public

(Notary Seal)

Print Notary Name: Joseph R. John Sr.

