

Document by [illegible]
NORTH CAROLINA

WAKE COUNTY

2006/17/20416

LOTS 41 & 42 HIGHLAND

PARK ADDITION

JOINT DRIVEWAY AND

PARKING AREA AGREEMENT

0000268

This Joint Driveway and Parking Area Agreement, made
and entered into on this the 6 day of Dec. 1988 by John
R. Adams and wife, Judith Dawn Adams and George C. Venters and
wife Nickye L. Venters, herein referred to collectively as
"Adams/Venters", and Byron K. Merold and wife, Dawn M. Merold,
herein referred to as "Merold", all residents of North Carolina
and by Westwood Associates a North Carolina corporation,
"Trustee" and CityFed Mortgage Company, a corporation, "CityFed".

W I T N E S S E T H :

That for and in consideration of the matters herein
agreed upon, the execution of this Agreement by the parties
hereto, and other valuable and sufficient consideration exchanged
between the parties hereto, Adams/Venters, Merold, Trustee and
Weyerhaeuser do hereby agree, each with the other, as follows:

1. Merold is the owner of that certain tract of land
described as being all of Lot 41 of Additions to Highland Park
Subdivision as shown on a map, recorded in Book of Maps 1981,
Page 73, Wake County Registry. This tract is hereinafter
referred to as "Lot 41". Lot 41 is subject to a deed of Trust
from Merold to Trustee for the benefit of Weyerhaeuser Mortgage
Company, recorded in Book 3998 Page 225 of the Wake County

091 417.00417

Registry ("Deed of Trust"). By assignment recorded in Book 173 of Page 567 of the Wake County Registry, Weyerhaeuser has assigned its interest in the Deed of Trust to CityFed.

2. Adams/Venters is the owner of that certain tract of land described as being all of Lot 42 of Additions to Highland Park Subdivision as shown on a map recorded in Book of Maps 1981, Page 73, of the Wake County Registry. This tract is hereinafter referred to as "Lot 42".

3. There is an existing common driveway used by the occupants of dwellings located on Lot 41 and Lot 42. On Lot 41, there are existing parking areas used by the residents of Lot 41 ("Lot 41 Parking Areas") and lying on Lot 42, there is an existing parking area (which is being expanded) used by the residents of Lot 42 ("Lot 42 Parking Area"). Adams/Venters has caused surveys of Lots 41 and 42 showing said driveway and parking areas to be made by John Y. Phelps, Registered Land Surveyor, a copy of each is attached as Exhibit A Pages 1 and 2 and made a part hereof.

4. The Lot 42 Parking Area is for the exclusive use of the residents of Lot 42. The Lot 41 Parking Areas are for the exclusive use of the residents of Lot 41. The owner of Lot 42 shall have sole responsibility for the repair and maintenance of the Lot 42 Parking Area. The owner of Lot 41 shall have sole responsibility for the repair and maintenance of the Lot 41 Parking Areas. Notwithstanding any inference herein to the contrary, the duty to make repairs as herein required shall be

sk 417.30418

applicable only to the owner of the Lot at the time the repairs are made and not to any prior owner. At no time shall any party block the common driveway prohibiting ingress and egress from Lot 41 and Lot 42.

5. Each of the parking areas described above is designed for two cars. Additional cars shall not be habitually or regularly parked on any portion of the above-described parking areas or common driveway. No junked or permanently non-operative vehicles shall be parked on any portion of the parking areas or common driveway. The restrictions of this paragraph 5 are covenants running with Lot 41 and 42 by whomsoever owned until January 1, 2009, when they shall expire. This paragraph 5 is enforceable by the owners of Lots 41 and 42 and their successors and assigns.

6. Adams/Venters hereby grants to Merold and his successors in title to Lot 41 as an appurtenance to Lot 41 a perpetual easement running with the land over and across that portion of the above described driveway which lies within Lot 42. Adams/Venters hereby agrees that he and his successors in title to Lot 42 shall have the duty to contribute one-third of the costs and expenses incurred in connection with any reasonable repairs to and maintenance of the above described common driveway. Notwithstanding any inference herein to the contrary, the duty to make repairs as herein required shall be applicable only to the owner of Lot 42 at the time the repairs are made and not to any prior owner.

7. Merold hereby grants to Adams/Venters and his successors in title to Lot 42 as an appurtenance to Lot 42 a

DEK 417-10419

perpetual easement running with the land over and across that portion of the above described driveway which lies within Lot 41. Merold hereby agrees that he and his successors in title to Lot 41 shall have the duty to contribute two-thirds of the costs and expenses incurred in connection with any reasonable repairs to and maintenance of the above described common driveway. Notwithstanding any inference herein to the contrary, the duty to make repairs as herein required shall be applicable only to the owner of Lot 41 at the time the repairs are made and not to any prior owner.

8. The common driveway shall be maintained in a manner and quality equal to the standards of residential multi-family housing located in or near the Town of Cary, North Carolina. Such maintenance shall be provided by a person, firm or corporation as is mutually agreed upon by the owners of Lots 41 and 42. If the common driveway is not maintained in the manner and quality set forth above, the owner of Lot 41 or Lot 42 may provide the maintenance required or employ contractors to perform such maintenance and immediately thereafter shall be entitled to reimbursement from the owners of the other Lot for the percentage of the cost of such maintenance which is payable by the other owners. If any party fails to provide the contribution for maintenance when and as required by this Agreement, the party providing such maintenance shall have a lien when properly filed in the Office of Wake County Clerk of Superior Court for the amount of costs incurred in providing maintenance as aforesaid plus interest on the sum spent at the

004417.00420

highest lawful rate, but not to exceed 15%; provided that any such lien shall be subordinate to the lien of the holder of any first mortgage on the property against which the lien is acquired. If any such first mortgage is foreclosed, the purchaser at such foreclosure sale and all subsequent owners of the Lot which is foreclosed shall be subject to all obligations contained herein which accrue on and after the date of delivery of the deed pursuant to such foreclosure.

9. Any provisions in this agreement to the contrary notwithstanding, if either the owner of Lot 41 or Lot 42 or their tenants, licensees or invitees causes damage to the common driveway that is not the result of ordinary wear and tear, said owner shall promptly repair the damage at his sole expense.

10. Trustee and CityFed join in this instrument for the sole purpose of subordinating their interest in the Deed of Trust to the terms and conditions of this agreement.

Wherever used in this Agreement, the masculine gender shall equally include the feminine and neuter genders and the singular shall equally include the plural.

This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their heirs or successors, assigns, executors, personal representatives and administrators.

IN TESTIMONY WHEREOF, the parties if individual have hereunto set their hands and seals and if corporate, have caused this instrument to be signed in their corporate names by their duly authorized officers and their seals to be affixed by

584417.50421

authority of their boards of directors, all on the day and year first above written.

[Signature] (SEAL)
John R. Adams

[Signature] (SEAL)
Judith Dawn Adams

[Signature] (SEAL)
George C. Venters

[Signature] (SEAL)
Nickye L. Venters

[Signature] (SEAL)
Byron K. Merold

[Signature] (SEAL)
Dawn M. Merold

WESTWOOD ASSOCIATES, a North Carolina
corporation, Trustee

By: _____
President

Attest:

Secretary

CITYFED MORTGAGE COMPANY, a corporation
EDWARD S. CHATFIELD

By: [Signature]
VICE President

Attest: ETHEL G. SMITH

[Signature]
ASSISTANT Secretary

8K4417.50422

NORTH CAROLINA

WAKE COUNTY

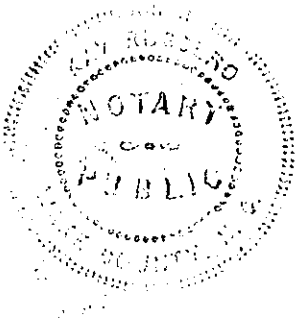
I, the undersigned, a Notary Public in and for the said State and County, do hereby certify that JOHN R. ADAMS and wife, JUDITH DAWN ADAMS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this the 3rd day of January, 1988!

Kay Ruggiero
Notary Public

My Commission Expires:

My Commission Expires 9-24-90



000017.50423

NORTH CAROLINA

WAKE COUNTY

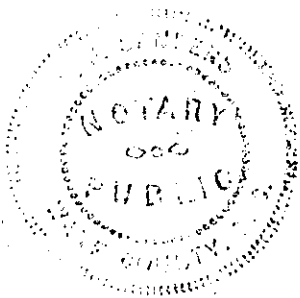
I, the undersigned, a Notary Public in and for the said State and County, do hereby certify that GEORGE C. VENTERS and wife, NICKYE L. VENTERS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this the 4th day of January, 1988.

D. G. Sanders
Notary Public

My Commission Expires:

My Commission Expires 8-28-91



056417.00624

NORTH CAROLINA

WAKE COUNTY

I, the undersigned, a Notary Public in and for the said State and County, do hereby certify that BYRON K. MEROLD and wife, DAWN CAMMEROLD personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this the 20th day of January, 1989.

[Signature]
Notary Public

My Commission Expires:

11-21-92

NORTH CAROLINA

WAKE COUNTY

I, the undersigned, a Notary Public in and for the said State and County, do hereby certify that _____ personally appeared before me this day and acknowledged that he is _____ Secretary of WESTWOOD ASSOCIATES, a North Carolina corporation, and that by authority duly given 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 _____ self as its _____ Secretary.

WITNESS my hand and notarial seal this the _____ day of _____, 1988.

Notary Public

My Commission Expires:

dkb/17.3.8625

NORTH CAROLINA

WAKE COUNTY

I, the undersigned, a Notary Public in and for the said State and County, do hereby certify that ETHEL G. SMITH personally appeared before me this day and acknowledged that she is ASSISTANT Secretary of CITYFED MORTGAGE COMPANY, a corporation, and that by authority duly given as the act of the corporation, the foregoing instrument was signed in its name by its VICE President, sealed with its corporate seal, and attested by HER self as its ASSISTANT Secretary.

WITNESS my hand and notarial seal this the 6th day of DECEMBER, 1988.


Notary Public
PAMELA S. CAMPBELL

My Commission Expires:

PAMELA S. CAMPBELL
Notary Public, State of Ohio
My Commission Expires March 17, 1989

dkb/dhb25a

7264.063

PAMELA S. CAMPBELL
Notary Public, State of Ohio
My Commission Expires March 17, 1989

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate

of Kay Rogers

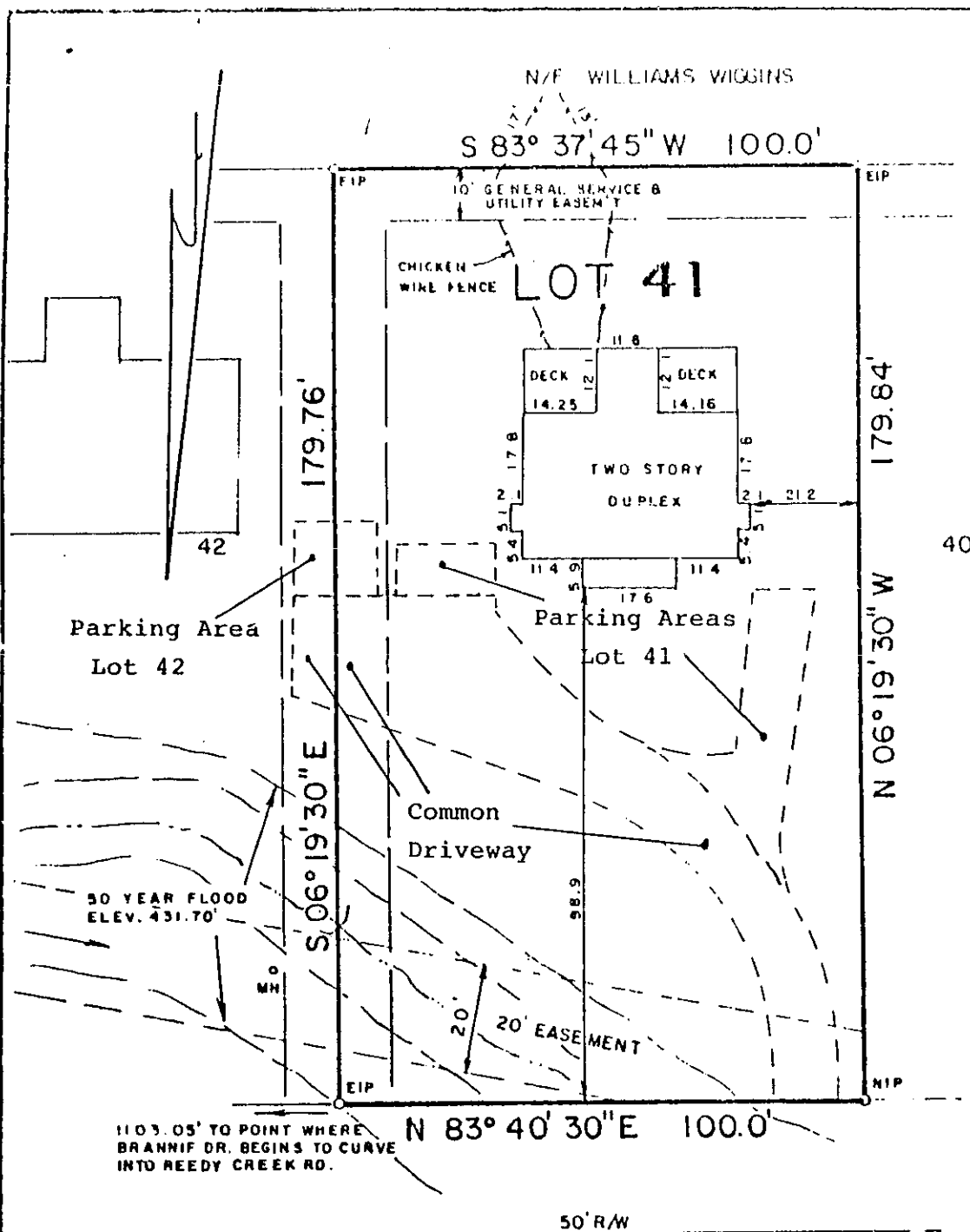
P. S. Rogers, Lady Snell Hewitt
Pamela S. Campbell Notar(y)(ies) Public is

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof

KENNETH C. WILKINS Register of Deeds

By Kenneth C. Smith
Asst / Deputy Register of Deeds

04-16-87 00:26



BRANNIF DR.

REVISED 10/31/88
TO SHOW ENTIRE
DRIVEWAY

ADDITIONS TO
HIGHLAND PARK SUB'D

LOT 41 BLOCK

RECORDED IN BOOK OF MAPS 1981 VOL PAGE 73

WAKE COUNTY, N.C.

I, JOHN Y. PHELPS, JR., CERTIFY THAT THIS MAP
IS CORRECT AND THAT THE BUILDINGS ARE WHOLLY ON
THE LAND AND THAT THERE ARE NO ENCROACHMENTS OF
OTHER BUILDINGS ON THE SAID LOT

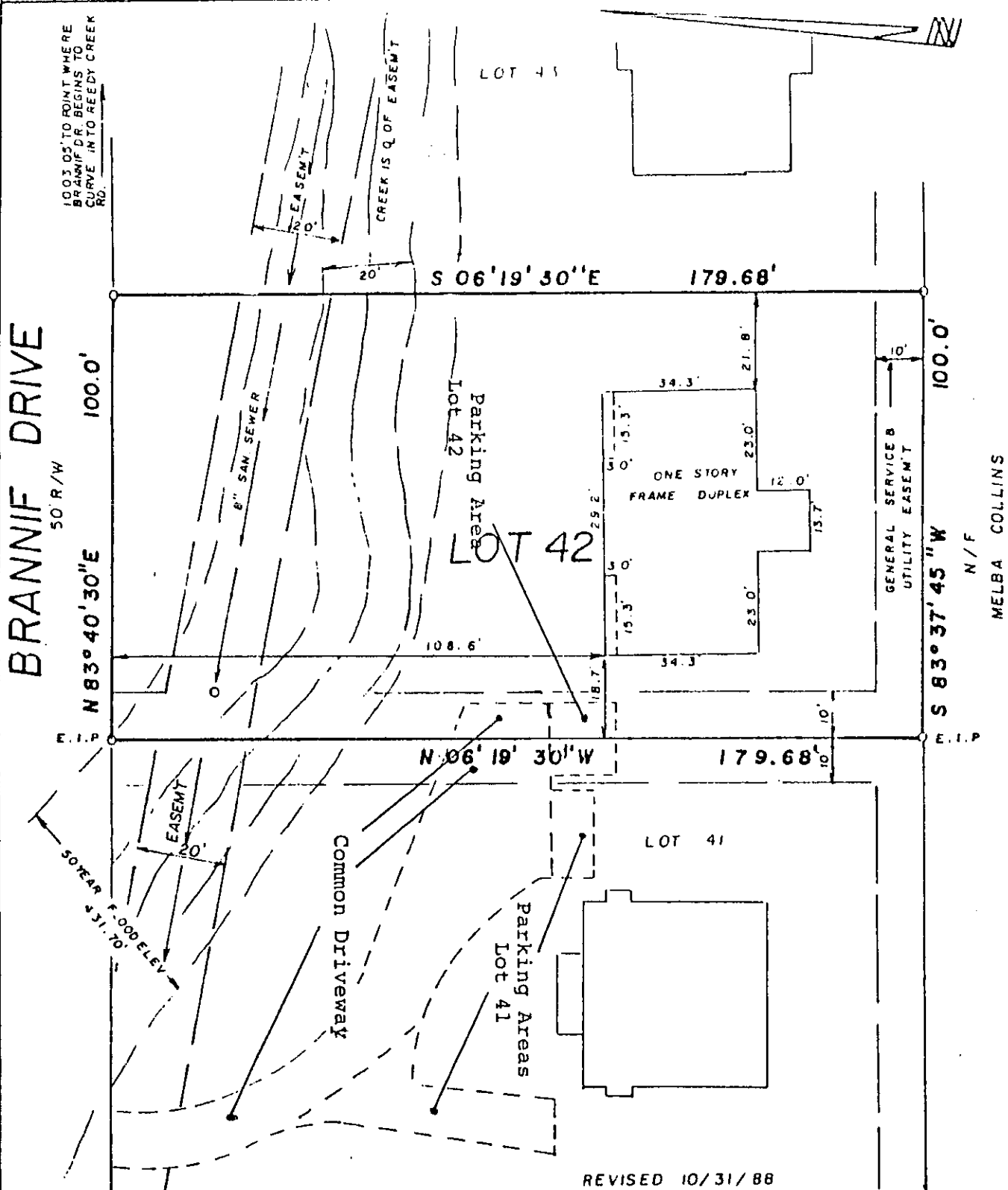
JOHN Y. PHELPS, JR.
REGISTERED SURVEYOR
RALEIGH, N.C.

PROPERTY OF
BYRON K. MEROLD &
DAWN M. MEROLD
706 & 708 BRANNIF DR.
CARY, N.C.

1" = 30'
04-16-87

JOHN Y. PHELPS, JR.
REGISTERED SURVEYOR
RALEIGH, N.C.

SUBJECT PROPERTY: IS ☐ IS NOT ☐ LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED ON
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM)
COMMUNITY - PANEL NUMBER _____ ZONE _____



ADDITIONS TO
HIGHLAND PARK SUB'D

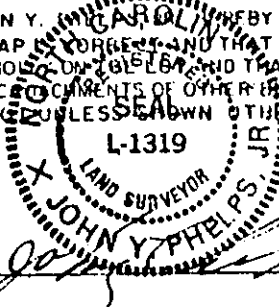
REVISED 10/31/88
TO SHOW ENTIRE
DRIVEWAYS

LEGEND
EIP EXISTING IRON PIPE MM MANHOLE
NIP NEW IRON PIPE PP POWER POLE
MON MONUMENT R/W RIGHT OF WAY
PK PARKER KALON NAIL C CENTER LINE

LOT 42 BLOCK _____

RECORDED IN BOOK OF MAPS 1981 VOL. _____ PAGE 73 WAKE COUNTY, N.C.

I, JOHN Y. PHELPS, JR. DO HEREBY CERTIFY THAT
THIS MAP IS CORRECT AND THAT THE BUILDINGS
LIE WHERE SHOWN AND THAT THERE ARE
NO ENCUMBRANCES OF OTHER BUILDINGS ON
SAID LOT UNLESS SHOWN OTHERWISE



PROPERTY OF
JOHN R. ADAMS AND
GEORGE C. VENTERS

CARY N.C.

SCALE
1 in. = 30 ft.
DATE
09/14/84
FIELD BOOK

JOHN Y. PHELPS, JR.
REGISTERED LAND SURVEYOR
RALEIGH, NORTH CAROLINA

004417100427

Requested and Prepared By:
WEYERHAEUSER MORTGAGE COMPANY
P. O. BOX 34089
LOS ANGELES, CA 90034

BK4331PG0567

PRESENTED
FOR
REGISTRATION

88 AUG 22 PM 12: 28

When Recorded Mail To:

WEYERHAEUSER MORTGAGE COMPANY
P.O. BOX 8151
WALNUT CREEK, CA 93596
ATTN: Brenda Willis

000218

Recorder's Use Only

WMC No. 150866
Comm. No. 184003

Note: This Assignment should be kept with the Note and Deed of Trust hereby assigned

ASSIGNMENT OF DEED OF TRUST

For Valuable Consideration, the undersigned hereby grants, assigns, and transfers to:

CITY FEDERAL SAVINGS BANK

all beneficial interest under that certain Deed of Trust dated:

APRIL 24

1987

executed by

BYRON K. MEROLD AND WIFE, DAWN M. MEROLD

as Trustor,

to WESTWOOD ASSOCIATES, A CALIFORNIA CORPORATION, as Trustee,

and recorded as Instrument No. _____, on APRIL 27,

1987, in Book 3998 at Page 225 of

Official Records, in the office of the County Recorder of WAKE County, NORTH CAROLINA

together with the Promissory Note...secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

AS DESCRIBED ON DEED OF TRUST WEYERHAEUSER MORTGAGE COMPANY AND REFERRED TO HEREIN

Theresa St. Pierre
Theresa St. Pierre

ASS'T VICE PRESIDENT

Dated: JUNE 30, 1988

Alaina Sheldon
ALAINA SHELTON

ASS'T SECRETARY

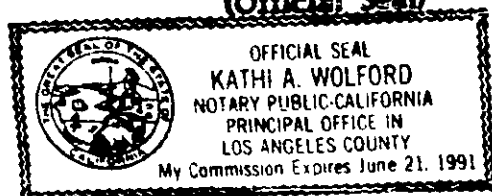
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On JUNE 30, 1988, before me the undersigned a Notary Public in and for said State, personally appeared Theresa St. Pierre, ASSISTANT VICE PRESIDENT and ALAINA SHELTON, ASSISTANT SECRETARY personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument on behalf of the Corporation and acknowledged to me that such corporation executed the within instrument pursuant to its By-laws or a Resolution of its Board of Directors.

WITNESS my hand and official seal:

(Official Seal)



Kathi A. Wolford
Notary Public in and for said County and State

03.088 (Rev. 10/87)
General

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of

Kathi A. Wolford