

Prepared by and Hold for:
HALL & O'DONNELL (10669)

BK 7603PG0147

PRESENTED
FOR
REGISTRATION

NORTH CAROLINA

000358

97 AUG 14 PM 2:17

WAKE COUNTY

DECLARATION OF COVENANT ESTABLISHING
CROSS ACCESS EASEMENT FOR LOTS 2 AND 3,
OLMSTED-ANDREWS SUBDIVISION

THIS DECLARATION OF COVENANT ("Declaration") is made this 11th day of August, 1997 by ASSOCIATE PROPERTIES, L.L.C., a North Carolina Limited Liability Company ("Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of Lots 2 and 3 of the Olmsted-Andrews Subdivision according to a map recorded in Book of Maps 1994, Page 382 (collectively referred to as the "Property"); and

WHEREAS, Declarant wishes to provide an area of restricted use for access from Lots 2 and 3 to Temple Drive (the "Restricted Use Area");

NOW, THEREFORE, to enhance and protect the value of the property, Declarant hereby declares that the property shall be owned, sold, conveyed, transferred, occupied and leased subject to the following covenant:

1. Restricted Use Area. A Restricted Use Area is established for the mutual, perpetual benefit of the owners of Lots 2 and 3 and their respective tenants, employees, invitees, heirs, personal representatives, successors and assigns, providing a mutual, reciprocal and non-exclusive right, license and privilege of pedestrian and vehicular passage and use, over, across, and upon Lot 2 to serve Lot 3. The Restricted Use Area is hereby provided for pedestrian and vehicular traffic over and upon Lots 2 and 3 to Temple Drive, and said Restricted Use Area is approximately 28 feet wide and 110 feet long and located asymmetrically along the common lot line on Lots 2 and 3 and said Restricted Use Area is described on Exhibit "A", which is attached

14.00

hereto and incorporated herein. No other use shall be allowed in the Restricted Use Area. No structures, buildings or obstructions shall be located in the Restricted Use Area.

2. **Maintenance and Repair.** The Restricted Use Area shall be located across an existing asphalt paved area. The responsibility for reasonable repair, maintenance, cleaning, snow removal, reconstruction, paving, restripping and resurfacing (collectively referred to as "Repair") of the Restricted Use Area shall be the responsibility of the owner of Lot 2, and said owner shall have the right to enter Lot 1 for the purpose of Repair work. The owner of Lot 2 shall charge the owner of Lot 3 with one-half of the Repair costs. If the owner of Lot 2 fails to maintain the Restricted Use Area and perform the necessary Repair, the owner of Lot 3 shall have the right to perform the necessary Repair and to charge the owner of Lot 2 with one-half of the Repair costs. If any owner fails to reimburse the other, then the non-defaulting owner may bring a civil suit for contribution, interest and attorney's fees.

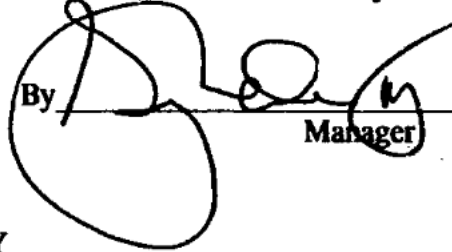
3. **Covenant Not to Sue.** The owners of each tract comprising the Property, their heirs, successors and assigns, hereby covenant not to sue any other owner of a tract comprising the Property, his, her or its successors, assigns, guests, invitees, permittees, tenants or others, for trespass for travelling over or utilizing the Restricted Use Area. However, this covenant does not create a right in anyone to trespass on or use any other area of any tract comprising the Property nor shall this covenant create a dedication to the public at large to use the Restricted Use Area.

4. **Amendment; Termination.** It is understood and agreed that this Declaration may not be amended or terminated unless an instrument in writing setting forth the Amendment, or that this Declaration is terminated, has been executed by the owners of Lots 2 and 3 and consented to by the City Attorney of the City of Raleigh or his or her deputy.

5. **Benefits and Binding Effect.** This Declaration shall benefit and shall be binding upon the Declarant as the owner of Lots 2 and 3 and Declarant's respective heirs, representatives, successors in title and assigns. The rights and obligations granted and created hereunder are perpetual, run with title to the Property, however configured, and can be terminated only as provided herein.

IN WITNESS WHEREOF, Declarant has executed this Declaration under seal as of the day and year first above written.

ASSOCIATE PROPERTIES, L.L.C., a North Carolina Limited Liability Company

By  (SEAL)
Manager

NORTH CAROLINA - WAKE COUNTY

I, a Notary Public of the county and state aforesaid, certify that George M. Womble III, Manager of ASSOCIATE PROPERTIES, L.L.C., a North Carolina limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of the company.

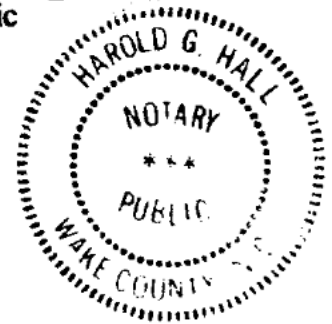
WITNESS my hand and official stamp or seal this 11 day of August, 1997.


Notary Public

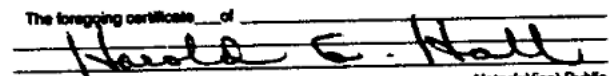
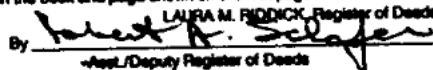
My commission expires:

5-1-2001

(LLC: AssocPro. Dec)



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of 
Notary 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.
By 
Asst./Deputy Register of Deeds

FOUNDATION LOCATIONS

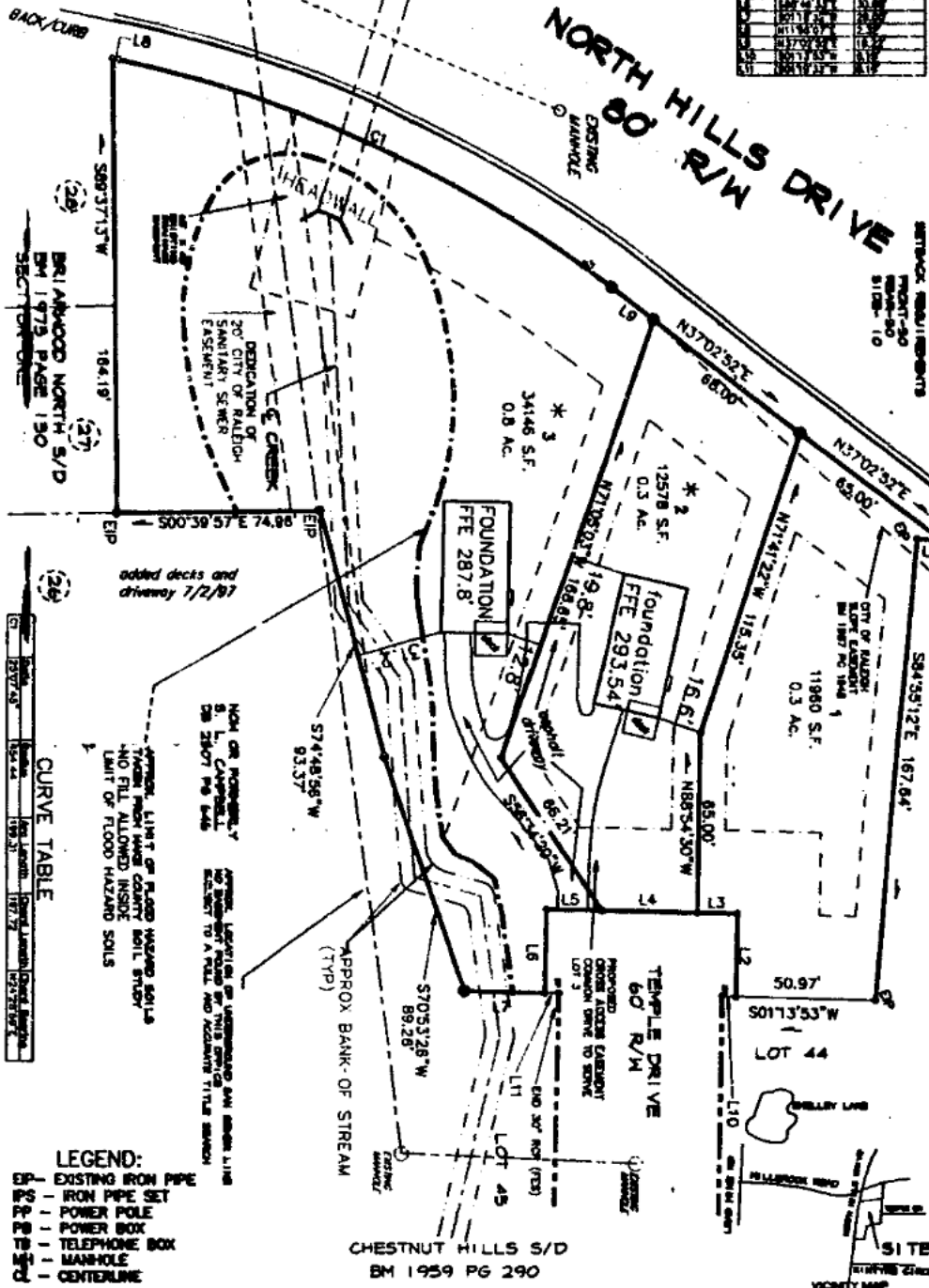
LOT 2 AND 3 OLMSTED/ANDREWS SUBDIVISION

WAKE COUNTY, NORTH CAROLINA

MINIMUM FINISHED FLOOR
ELEVATIONS
LOT 3 284.5'
LOT 2 284.5'

ADOPTED NORTH
BM 1987 PAGE 1648

LINE	BEARING	DISTANCE	AREA	PERIMETER
1	N 70° 23' 32" E	65.00'		
2	N 70° 23' 32" E	65.00'		
3	N 70° 23' 32" E	65.00'		
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100	N 70° 23' 32" E	65.00'		



LEGEND:
 EIP - EXISTING IRON PIPE
 IP - IRON PIPE SET
 PP - POWER POLE
 PB - POWER BOX
 TB - TELEPHONE BOX
 MH - MANHOLE
 CL - CENTERLINE

ROBERT T. NEWCOMB & ASSOCIATES, P.C.

SCALE 1" = 50' 262 WEST MILLBROOK ROAD RALEIGH NC 919-847-1800
 REFERENCE: BM 1994 PG. 382

I, David R. Dolezlar certify that this plot was drawn under my supervision from an actual field survey. All existing corners were located; all missing corners were replaced as per the record description. There are no encroachments except as shown.
 Date of Survey MAY 6TH, 1997

NOTE: THIS PLAT IS NOT FOR RECORDATION IN ANY MANNER
 ERROR OF CLOSURE 1:10,000+

THIS IS NOT A CERTIFIED SURVEY AND NO RELIANCE MAY BE PLACED ON ITS ACCURACY.

BK7603PG0180