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Book 2345, Page 509 - 512
Joyce H. Pearson
Register of Deeds,
Orange County, N. C.

NORTH CAROLINA)
)
ORANGE COUNTY) **JOINT DRIVEWAY DECLARATION:**
) **LOTS 806, 807 & 901, SOUTHERN VILLAGE**

THIS DECLARATION, made this 13 day of August, 2001, by SOUTHERN VILLAGE LIMITED PARTNERSHIP and MELVILLE BUILDERS, INC. ("Owners").

806: 9777-86-3563
WITNESSETH: 807: 9777-86-2479
901: 9777-86-1274 *MAC*

WHEREAS, Owners are the owners of Lots 806 and 807, Glenhaven at Southern Village, Phase 1, as shown in Plat Book 87, page 84, and Lot 901, Southern Village, as shown in Plat Book 88, page 118, Wake County Registry; and,

WHEREAS, Owners will share a paved driveway as access to the property owned by each, which driveway is or will be constructed on the portion of said Lot 901 which fronts on Glenhaven Drive and lies between the property lines of said Lots 806 and 807 as shown on said plats referenced hereinabove; and,

WHEREAS, Owners now desire to set out the rights and responsibilities imposed on each party as to the common use and maintenance of said driveway.

NOW, THEREFORE, Owners hereby declare that each of Lots 806, 807 and 901 as hereinabove described shall be sold and conveyed subject to the following additional restrictions, covenants and conditions regarding the common use and maintenance of said shared driveway, and by execution hereof each does acknowledge and affirm its rights and responsibilities regarding same.

1. Owners acknowledge that the joint driveway will provide access to the dwellings located on Lots 806, 807 and 901, Southern Village. Owners further acknowledge that the driveway will also provide access for construction equipment, vehicles and crews for the duration of the construction of each of the dwellings.

2. Owners understand and agree that they are jointly responsible for all maintenance to the portion of the driveway which lies within the approximately 20-foot wide portion of Lot

901 running between Lots 806 and 807 for a distance of approximately 135 feet, which maintenance shall be performed at their joint expense and in their joint discretion as provided hereinafter in paragraph 5.

3. Owners understand and agree that the owner of Lot 901 is solely responsible for all maintenance to the portion of the driveway which lies outside of the approximately 20'x135' strip as described hereinabove in paragraph 2, which maintenance shall be performed at its sole expense and in its sole discretion.

4. Notwithstanding the provisions contained in paragraphs 2 and 3 hereinabove, should any repairs or maintenance to the driveway be necessitated by the negligent acts or omissions of any party, the party having responsibility for such acts or omissions shall be solely responsible for all required repairs or maintenance.

5. Owners, upon a request by either of them for maintenance, improvement or repairs to said driveway, will meet to determine jointly the extent of and how to effect such proposed maintenance, improvement or repairs. Immediately upon completion of any such approved maintenance, improvement or repairs, Owners will each contribute one-third (1/3) of the total due for same.

6. The joint driveway shall be used for ingress, egress, and regress by each of the properties served thereby, and no owner or user shall have the right to interfere in any manner with any other owner's or user's right to use said driveway as contemplated herein. It is specifically understood that no parking shall be allowed on the joint driveway.

7. Each party shall, jointly and severally, indemnify and hold harmless each other party from and against any and all costs, expenses, losses, liabilities, damages, injuries, and claims of any kind and nature whatsoever, including without limitations, attorney's fees and costs of court, arising from any valid and permitted use of the joint driveway by each party's respective employees, agents, assignees, invitees, families, and guests.

8. This Agreement shall run with the land and shall bind each and every owner of the properties subject hereto, their heirs, successors, and assigns, and shall continue for so long as said driveway is used as contemplated herein.

IN WITNESS WHEREOF, each party has hereunto set its hand and seal, the day and year first above written.

MELVILLE BUILDERS, INC.

by: *James C. Melville* _____
 _____ President