

Prepared by and return to: Ronald G. Coulter, Attorney at Law
P.O. Box 929, Durham, NC 27702

NORTH CAROLINA

DURHAM COUNTY

DECLARATION OF RESTRICTIONS
AND PROVISIONS FOR PRIVATE
ROAD MAINTENANCE

THIS DECLARATION, made this 21 day of December, 2001, by DOUGLAS SCOTT DAHMS and wife, KAY LANDRUM DAHMS of Durham County, North Carolina, hereinafter called Declarants.

WITNESSETH:

THAT WHEREAS, Declarants own in fee simple the real property described in Plat Book 144, page 185, Durham County Registry, consisting of Tract No. 1, containing approximately 7.72 acres, and Tract No. 2, containing approximately 8.68. Acres.

WHEREAS, the property has access to County Knoll Road by way of Woods End Road, a dedicated road appearing in the above described plat as well as in Plat Book 107, page 60 of the Durham County Registry, which said road is not being state maintained.

WHEREAS, Declarants by this Declaration of Restrictions wish to bind themselves, their successors and assigns to provide for maintenance of Woods End Road until such time, if at all, the easement is accepted by the State of North Carolina for maintenance;

WHEREAS, Declarants previously entered into a Declaration of Restrictions and Provisions for Private Road Maintenance recorded in Deed Book 1856, page 347 of the Durham Registry. The provisions of this previous document include the above-referenced Tracts 1 and 2 and would impose road maintenance responsibilities on the owners of said Tracts. Because these Tracts have public road access through Woods End Road, the owners of said Tracts should not be responsible for the maintenance of the thirty foot wide private road described in Deed Book 1856 at page 347.

WHEREAS, Declarants, as sole owners of the property and easement described in Deed Book 1856, Page 347, wish to withdraw Tracts 1 and 2 as described above from its requirements.

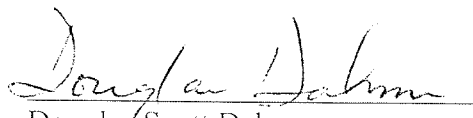
THEREFORE, Declarants agree for themselves and with any and all persons, firms or corporations hereafter acquiring any of the property described above, that the same shall be subject to the following restrictions, conditions, and covenants, which said restrictions, conditions, and covenants shall run with the said title to the property, and inure to the benefit of and be binding upon the heirs, successors and assigns of Declarants and other acquiring parties and persons:

1. Woods End Road and the driveway easement set out as part of Lots 1 and 2 in Plat Book 144 Page 185 of the Durham County Registry shall be constructed and maintained as at least a ten (10) foot travel way with pullouts to accommodate two cars passing. Where feasible, there shall be shoulders on each side of the roadway with a ditch where the land slopes toward the road. The road shall be built of compactible soils and stone with a crown so that water will drain from the road surface to side ditches where constructed. It should be maintained in good and passable condition in all types of weather conditions. The owners of Tracts 1 and 2 shall meet at least annually and decide on the maintenance to be performed.
2. Maintenance of the road shall include, but not be limited to, grading, filling ruts and holes, repairing washed out sections, and adding gravel, as well as any necessary replacement of or additional drainage culverts that may be needed.
3. Except as stated below, the owners of Tracts 1 and 2 shall share in the annual maintenance and upkeep of said road equally. If either or both parcels are further subdivided, the owners of each separate parcel shall be responsible for paying its pro-rata portion of the total maintenance expenses according to the total number of parcels having public road access over and across Woods End Road. Declarants hereby grant unto themselves and the future owners of the property a non-exclusive easement for perpetual ingress, egress and regress along the road described as Woods End Road and the driveway easement appearing in Plat Book 144 Page 185 of the Durham Registry. Declarants shall not personally be required to pay any maintenance or upkeep costs unless they construct a residence upon the said property. These provisions shall apply to subsequent owners, regardless of the presence of any residence upon the real property.
4. The maintenance fee for Woods End Road shall initially be set at \$1,200.00, payable on or before December 31, 2002 and to be divided equally between the owners of Tracts 1 and 2, with a lesser portion being paid by each party if there is a subdivision of either parcel, with each property owner owing a pro-rata share of the total maintenance expense according to the number of parcels in existence on December 31 of the year in question. This \$1,200.00 maintenance fee shall increase five percent each year unless and until it is modified by a majority vote of the property owners of those parcels presently identified as Tracts 1 and 2. A majority vote of said property owners can reduce or increase the maintenance fee. This provision shall not apply to Declarants unless and until a residence is constructed upon the said property. The remaining owners are only required to pay their pro rata share of expenses as the Declarants were paying their pro rata share.
5. The owner(s) of each respective Tract shall be solely responsible for all costs of repairs of special damage to said road caused by the activity of such

owners(s), his/her/their agents, servants, employees, invitees, licensees, and/or members of his/her/their families, it being agreed that special damage shall mean any and all damage to the road caused by driveway connections, heavy vehicles and/or equipment, careless or reckless driving, covenant violations, etc., as opposed to ordinary and normal wear and tear.

6. It is further agreed that the use of the word "road" herein includes all aspects and features of said road, such as cut and fill slopes, ditches, shoulders, culverts, and crown, among others.
7. Any record owner of property served by the private drive or Woods End Road shall have the right to enforce maintenance standards by sending notice by first class mail of all maintenance, the amount due according to this Agreement, and providing fifteen days in which to pay maintenance costs which remain due after December 31. If not paid within the fifteen days, said costs may be reduced to a judgment and shall become a lien on the land of the defaulting owner.
8. If Woods Ends Road is accepted by the State of North Carolina for maintenance, this Agreement shall terminate with the regard to the said road, but shall continue for the driveway easement described in Plat Book 144 Page 185.
9. The owners of lots within the property and their heirs, successors or assigns may enforce this Agreement by injunction, and this shall not be in exclusion of, but in addition to all other remedies available in law or equity.
10. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
11. The provisions of Deed Book 1856, page 347 of the Durham County Registry are specifically withdrawn as to Tracts 1 and 2 appearing in Plat Book 144, page 185 of the Durham County Registry.

IN WITNESS WHEREOF, the parties hereto have their hands and seals and adopted the same as their own, the date and year first above written.

 (SEAL)
Douglas Scott Dahms

Kay Dahms (SEAL)
Kay Landrum Dahms

NORTH CAROLINA

DURHAM COUNTY

I, Teresa T. Kelly, a Notary Public of the County and State aforesaid, certify that Douglas ~~XXXX~~ Dahms and wife, Kay ~~XXXXXXXX~~ Dahms personally appeared before me and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, this the 21st day of December, 2001.

Teresa T. Kelly
Notary Public

My Commission Expires:

9/20/03

