

FILED
CHATHAM COUNTY
REBA G. THOMAS
REGISTER OF DEEDS

Chatham County, North Carolina
REBA G. THOMAS Register of Deeds
The foregoing certificate(s) of
ANGELA S MCMAHON

FILED Jul 25, 2003
AT 12:41:04 pm
BOOK 01041
START PAGE 0110
END PAGE 0112
INSTRUMENT # 12101

notary/notaries public
is/are certified to be correct.
Reba G. Thomas
Assistant - Register of Deeds

PREPARED BY & RETURN TO: LUNDAY A. RIGGSBEE, P.O. BOX 754, PITTSBORO, NC
STATE OF NORTH CAROLINA
COUNTY OF CHATHAM
DECLARATION OF EASEMENT AND
PROVISIONS FOR MAINTENANCE

THIS DECLARATION, made this 25 day of July, 2003, by Ricky Spoon Builders, Inc., hereinafter called Declarants;

W I T N E S S E T H:

WHEREAS, Declarant owns in fee simple the real property described in Article 1 below; and

WHEREAS, the said property has access to Arrowhead Loop, a public road in Bobcat Point, via the easement hereinafter described; and

WHEREAS, Declarant, by this Declaration, wish to bind themselves, their successors and assigns to provide all owners of any portion of said property owned by Declarant described below perpetual easements for ingress, egress and regress to Arrowhead Loop; and

WHEREAS, Declarant, by this Declaration, further wish to bind themselves, their successors and assigns to provide for maintenance of said easement;

NOW, THEREFORE, Declarant agree for themselves and with any and all persons, firms or corporations hereafter acquiring any of the property described in Article 1 below, that the same shall be subject to the easements and conditions set forth herein, and that said easements and conditions shall run with said property and insure to the benefit of and be binding upon the heirs, successors and assigns of Declarant and other acquiring parties and persons.

ARTICLE 1. The real property which is, and shall be, held, transferred, sold and conveyed subject to the easement and conditions set forth in the various articles of this Declaration is located in Hadley Township, Chatham County, North Carolina, and is more particularly described as follows:

BEING all of Lot 76, as shown on that plat entitled "Survey For Bobcat Point Subdivision Phase III Lot 75, Lot 75A and Revision of Lot 76" prepared by Van R. Finch - Land Surveys, P.A. dated July 19, 2002, revised October 1, 2002 and March 11, 2003 and recorded on Plat Slide 2003-87, Chatham County Registry, reference to which is hereby made for a more particular description, and Lot 77 as shown on that plat entitled "Survey For Bobcat Point Subdivision Phase III (Lots 77-83)" prepared by Van R. Finch - Land Surveys, P.A. dated April 15, 2003, and recorded on Plat Slide 2003-202, Chatham County Registry, reference to which is hereby made for a more particular description.

ARTICLE 2. Declarant hereby grant unto themselves and the future record owners of the aforesaid property adjoining and abutting the private easement serving the lots shown on said plat a perpetual easement for purposes of ingress, egress, and regress and for the installation and maintenance of utilities along the said easement, the easement being more particularly described as follows:

Being that thirty (30) foot private easement from Arrowhead Loop, as shown on that survey entitled "Survey For Bobcat Point Subdivision Phase III Lot 75, Lot 75A and Revision of Lot 76" prepared by Van R. Finch - Land Surveys, P.A. dated July 19, 2002, revised October 1, 2002 and March 11, 2003 and recorded on Plat Slide 2003-87, Chatham County Registry, reference to which is hereby made for a more particular description.

ARTICLE 3.

(a) Each record owner, including Declarant, of any of the aforesaid property abutting on on the easement serving their respective lot, shall be responsible for and pay a pro rata portion of the costs of maintaining said easement, including grading costs, gravel, or rock hauled in to fill ruts, holes and washed out sections and necessary replacement of or additional drainage culverts. Said easement shall be maintained in an all weather condition.

(b) Any damage to the easement caused by home construction, driveway connections, heavy trucks, machinery, timbering or other abuse to the easement shall be the responsibility of the owner engaged in the cause of damage.

(c) Nothing herein shall prevent the owner of the underlying fee to landscape, put a fence along the easement, or in any way use the underlying fee so long as said use does not interfere with access to any Lot. No owner shall place any improvement on said easement that can not easily be removed.

ARTICLE 4. The Declarant and each subsequent record owner of all or any portion of said lands, by the acceptance of a deed therefore, is deemed to covenant and agree to pay assessments as herein provided. If any owner's share of the maintenance cost is not paid, then any record owner shall reduce the cost owing to judgment and the cost shall then become a lien on the land of the defaulting record owner. Any unpaid assessment shall bear interest at the maximum legal rate.

ARTICLE 5. Subordination of the Lien to the Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE 6. This agreement shall run with and be appurtenant to the land and shall be binding upon the heirs, assigns and successors of each record owner of the aforesaid property.

ARTICLE 7. This agreement shall remain in full force and effect until such time as said roads or any portion thereof is taken over by the North Carolina Department of Transportation for maintenance purposes, and any portion of said roads not so taken over shall remain subject to this agreement and for said portion this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has set his/her hand and seal, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, on the day and year first above written.

RICKY SPOON BUILDERS, INC.



PRESIDENT

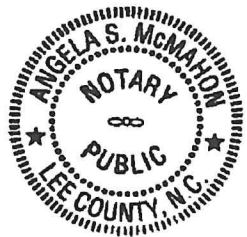
STATE OF NORTH CAROLINA
COUNTY OF Chatham

I, a Notary Public in and for Lee County and the State aforesaid do hereby certify that Ricky Spoon personally appeared before me this day and acknowledged that he is the President of Ricky Spoon Builders, Inc., a North Carolina corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and Notarial Seal, this the 25 day of July, 2003.

My commission expires: 11-26-2006

Notary Public



Prepared by & returned: *Lindsay A. Riggs*

BOOK 916 PAGE 46

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

DECLARATION OF EASEMENT AND
PROVISIONS FOR MAINTENANCE

001814

FILED

THIS DECLARATION, made this 11 day of February, 2002, by Ricky Spoon Builders, Inc., hereinafter called Declarant;

2002 FEB 11 AM 11:17

WITNESSETH:

THOMAS
COUNTY OF DEEDS
COUNTY, N.C.

WHEREAS, Declarant owns in fee simple the real property described in Article 1 below; and

WHEREAS, the said property has access to Arrowhead Loop, a public road in Bobcat Point, via the easements hereinafter described; and

WHEREAS, Declarant, by this Declaration, wishes to bind themselves, their successors and assigns to provide all owners of any portion of said property owned by Declarants described below perpetual easements for ingress, egress and regress to Arrowhead Loop; and

WHEREAS, Declarant, by this Declaration, further wishes to bind themselves, their successors and assigns to provide for maintenance of said easements;

NOW, THEREFORE, Declarant agrees for themselves and with any and all persons, firms or corporations hereafter acquiring any of the property described in Article 1 below, that the same shall be subject to the easements and conditions set forth herein, and that said easements and conditions shall run with said property and inure to the benefit of and be binding upon the heirs, successors and assigns of Declarant and other acquiring parties and persons.

ARTICLE 1. The real property which is, and shall be, held, transferred, sold and conveyed subject to the easements and conditions set forth in the various articles of this Declaration is located in Hadley Township, Chatham County, North Carolina, and is more particularly described as follows:

Being a thirty (30) foot easement known as Jacob Way with access from Arrowhead Loop to Lots 56 and 58 Bobcat Point, as shown on that plat entitled "Survey for Bobcat Point Subdivision, Phase III (Lots 50-59)," prepared by Van R. Finch, dated June 14, 2001, and recorded on Plat Slide 2001-285, Chatham County Registry, reference to which is hereby made for a more particular description;

Being a thirty (30) foot easement known as Jacob Way with access from Arrowhead Loop to Lot 59 Bobcat Point, as shown on that plat entitled "Survey for Bobcat Point Subdivision, Phase III (Lots 60-74), and Revision of Lot 57 and Lot 59" prepared by Van R. Finch, dated October 11, 2001 and revised October 26, 2001, and recorded on Plat Slide 2001-442, Chatham County Registry, reference to which is hereby made for a more particular description;

ARTICLE 2. Declarants hereby grant unto themselves and the future record owners of the aforesaid property adjoining and abutting the private easement serving the Lots shown on said plats perpetual easements for purposes of ingress, egress, and regress and for the installation and maintenance of utilities along said easement, the easement being more particularly described as follows:

Being a thirty (30) foot easement known as Jacob Way with access from Arrowhead Loop to Lots 56, 58 and 59 Bobcat Point, as shown on those plats entitled "Survey for Bobcat Point Subdivision, Phase III (Lots 50-59)," prepared by Van R. Finch, dated June 14, 2001, and recorded on Plat Slide 2001-285, and "Survey for Bobcat Point Subdivision, Phase III (Lots 60-74), and Revision of Lot 57 and Lot 59" prepared by Van R. Finch, dated October 11, 2001 and revised October 26, 2001, and recorded on Plat Slide 2001-442, Chatham County Registry, references to which are hereby made for more particular descriptions;

ARTICLE 3.

(a) Each record owner, including Declarant, of any of the aforesaid property abutting on the easement serving their respective lot, shall be responsible for and pay a pro rata portion of the costs of maintaining said easement, including grading costs, gravel, or rock hauled in to fill ruts, holes and washed out sections and necessary replacement of or additional drainage culverts. Said easement shall be maintained in an all weather condition.

(b) Any damage to any easement caused by home construction, driveway connections, heavy trucks, machinery, timbering or other abuse to the easement shall be the responsibility of the owner engaged in the cause of damage.

(c) Nothing herein shall prevent the owner of the underlying fee to landscape, put a fence along the easement, or in any way use the underlying fee so long as said use does not interfere with access to any Lot. No owner shall place any improvement on said easement that can not easily be removed.

ARTICLE 4. The Declarant and each subsequent record owner of all or any portion of said lands, by the acceptance of a deed therefore, is deemed to covenant and agree to pay maintenance as herein provided. If any owner's share of the maintenance cost is not paid, then any other owner shall reduce the cost owing to judgment and the cost shall then become a lien on the land of the defaulting record owner. Any unpaid maintenance shall bear interest at the maximum legal rate.

ARTICLE 5. Subordination of the Lien to the Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE 6. This agreement shall run with and be appurtenant to the land and shall be binding upon the heirs, assigns and successors of each record owner of the aforesaid property.

ARTICLE 7. This agreement shall remain in full force and effect until such time as said roads or any portion thereof is taken over by the North Carolina Department of Transportation for maintenance purposes, and any portion of said roads not so taken over shall remain subject to this agreement and for said portion this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has set its hand and seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officer and its seal to be hereunto affixed by authority of its Board of Directors, on the day and year first above written.



Ricky Spoon Builders, Inc.

[Signature]
PRESIDENT

STATE OF NORTH CAROLINA, COUNTY OF CHATHAM

I, a Notary Public of the County and State aforesaid, certify that Ricky Spoon personally appeared before me this day and acknowledged that he is the President of Ricky Spoon Builders, Inc., a North Carolina corporation, and that as President, being authorized to do so, executed the foregoing on behalf of the corporation.



Witness my hand and official stamp or seal, this 11 day of February, 2002.

Commission Expires: 11-26-2006 [Signature] Notary Public

NORTH CAROLINA, CHATHAM COUNTY

The foregoing Certificate(s) of ANGELA S. MCMAHON, Notary(ies)

Public is (are) certified to be correct. This instrument was presented for registration at 11:17 o'clock a.m., on February 11, 2002 and recorded in Book 916 Page 46.

REBA G. THOMAS,
REGISTER OF DEEDS FOR CHATHAM COUNTY

By [Signature]
Assistant - Register of Deeds