

WAKE COUNTY, NC 426  
LAURA M RIDDICK  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
08/07/2008 AT 15:04:21

BOOK:013206 PAGE:01881 - 01884

NORTH CAROLINA  
WAKE COUNTY

Box 13

CROSS-ACCESS AND  
JOINT DRIVEWAY DECLARATION

This Cross-Access and Joint Driveway Declaration made this 7<sup>th</sup> day of April, 2008 by BGM Investment Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of Lots 1 and 2 of Athens Grove Subdivision, according to a Plat recorded in Map Book 2008, Page 1554, Wake County Registry; and

WHEREAS, the above referenced recorded plat shows a 25' x 50' joint driveway easement along the common line between Lots 1 and 2 that provided access for the lots to Athens Drive; and

WHEREAS, Declarant desires to create certain easements, covenants, restrictions and obligations relating to the joint driveway that will benefit the above described Lots.

NOW, THEREFORE, intending to bind the above described Lots, Declarant does hereby declare, covenant and agree as follows:

1. Declarant and any future owners of Lots 1 and 2 and their tenants, guests, invitees, heirs, administrators, successors and assigns now have and shall continue to have a perpetual, nonexclusive cross-access easement over, upon, and across the joint driveway as shown on the hereinabove referenced Relocation Plat for vehicular and pedestrian ingress, egress and regress to Athens Drive. No owner shall erect any barriers, park any vehicles or allow any other objects to prohibit or prevent the use and enjoyment of the nonexclusive easement rights granted above.

2. The owners of each Lot shall pay any reasonable maintenance and repair costs of the portions of the cross-access easement areas located on their Lot. During the course

of any subsequent repairs, the type of building materials that are currently in use in the construction of the joint driveways shall not be changed without the consent of the owners of both lots.

3. In the event any owner shall fail to conduct its maintenance and repair obligations hereunder, the other owner(s) may, after thirty (30) days written notice of its(their) intent, perform such obligations and demand and receive reimbursement of its(their) expenses for such performance from the owner so obligated, with interest thereon at the maximum contract rate allowed by law (or in the absence of a maximum contract rate, at 12% per annum) from the date of the expenditure until reimbursed.

4. The owners of Lots 1 and 2 shall also have a nonexclusive easement of ingress and egress to the cross-access easement areas for the purpose of repairs, replacements and maintenance of the joint driveway.

5. Any dispute between the parties shall be submitted to arbitration. The arbitration shall be accomplished in the following manner: either party(s) may serve upon the other party(s), by registered mail, a written demand that the dispute, specifying in detail its nature, be submitted to arbitration. Within five (5) days after the service of such demand, each of the parties shall appoint an arbitrator and serve written notice by registered mail of such appointment to the other parties. If any party fails within the specified time to appoint an arbitrator and to serve notice in writing of the appointment, the other party(s) shall be entitled to appoint the remaining arbitrator(s). The decision of two arbitrators in writing under oath shall be final and binding upon the parties. The arbitrators shall decide who is to pay the expense of the arbitration.

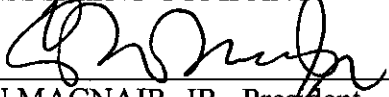
6. This cross-access and joint driveway easement for ingress, egress and regress, is appurtenant to and shall run with the land and be binding upon the mortgagees, heirs, successors and assigns of the owners of Lots 1 and 2 hereinabove described and affected thereby.

8. This declaration may only be amended by an instrument in writing that has been executed by all the owners of the above described Lots, and shall become effective upon the recordation of such instrument in the Wake County Registry.

9. This Declaration is not intended to be a gift or dedication of any portion of the Lots hereinabove described to the general public or for any public purpose, and shall be enforceable only by the owners of said Lots.

IN WITNESS WHEREOF, the Declarant has set his name and seal the day and year first above written.

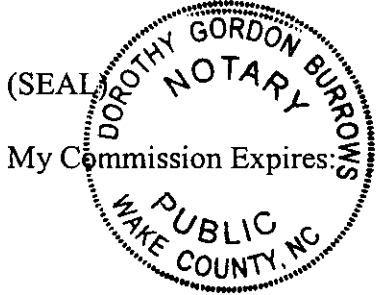
BGM INVESTMENT COMPANY

BY:  (SEAL)  
COLIN MACNAIR, JR., President

NORTH CAROLINA  
COUNTY OF WAKE

I, the undersigned Notary Public, certify Colin MacNair, Jr. personally came before me this day, being personally known to me, and acknowledged he/she is the (title) President of BGM Investment Company(name of entity) a (circle one) corporation, limited liability company, general partnership, and that he/she as such officer being authorized to do so voluntarily executed the foregoing instrument on behalf of said entity.

WITNESS my hand and official stamp seal this the 7<sup>th</sup> day of April, 2008.



*Dorothy Gordon Burrows*  
Notary Public  
DOROTHY GORDON BURROWS  
Printed or Typed Name of Notary



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Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds  
Laura M. Riddick  
Register of Deeds**

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