

NORTH CAROLINA

WAKE COUNTY

PRESENTED
FOR
JOINT DRIVEWAY AND CROSS ACCESS DECLARATION,
LOTS 44 THROUGH 49, EVERGREEN PHASE II,
89 APR 24 PM 0055 OF MAPS 1989, PAGE 111,
WAKE COUNTY REGISTRY

KENNETH S. JARVIS
REGISTER OF DEEDS
WAKE COUNTY

THIS JOINT DRIVEWAY AND CROSS ACCESS DECLARATION made
this the 18 day of April, 1989, by THE NEW FORTIS CORPORATION,
a North Carolina corporation, ("Fortis").

Fortis is the owner of Lots 44 through 49, Evergreen,
Phase II (the "Lots") as shown on a map recorded in Book of Maps
1989, Page 111, Wake County Registry. Fortis hereby declares the
"Lots" shall be sold subject to the following covenants,
easements, conditions and restrictions, all of which are for the
purpose of benefiting the Lots, and which shall run with the
title to the Lots and be binding on all parties having any right,
title or interest therein. The term "Owner(s)" includes Fortis
and its successors in title to the Lots.

1. The above-referenced map shows a joint driveway
labelled "Drive and Utility Easement" (the "Joint Driveway")
located partially on each of the Lots and more particularly
described as follows:

BEGINNING at a point in the right-of-way of a
cul-de-sac at the western end of Waxmyrtle
Court, said point being located on a curve
having a radius of 46.50 feet and an arc
distance of 25.83 feet from the southwestern
corner of Lot 50, Evergreen Subdivision,
Phase II, as shown on a map recorded in Book
of Maps 1989, page 111, Wake County Registry;
thence from said point North 57° 10' 16" West
87.22 feet to a point; North 58° 18' 23" West
31.68 feet to a point; South 28° 57' 02" West
20.31 feet to a point; South 57° 56' 60" East
29.68 feet to a point; South 57° 41' 13" East
88.21 feet to a point in the western
right-of-way of the aforementioned
cul-de-sac; runs thence with said
right-of-way on a curve to the right having a

radius of 46.50 feet and an arc distance of 19.85 feet to the point of BEGINNING, and being a driveway and utility easement as shown on a survey dated October 21, 1988, and revised January 10, 1989, by Dewberry & Davis (Garry C. Vanpool, RLS), entitled "Recombination Survey, Evergreen Subdivision, Phase II, Lots 44 thru 54".

2. The Joint Driveway is a private driveway for the benefit of the Owners of each Lot to provide vehicular and pedestrian access, ingress and egress to and from the Lots to the public streets.

3. A perpetual easement is hereby established within the Joint Driveway for vehicular and pedestrian ingress and egress for the benefit of the Owners and their assigns, tenants, guests, invitees and mortgagees to and from the Lots to the public streets.

4. The Joint Driveway shall be maintained by the Owners in a manner and quality in keeping with the neighborhood known as Evergreen and the cost of such maintenance shall be shared equally by the Owners.

5. If damage to the Joint Driveway is caused by the negligence or fault of an Owner, that Owner shall be solely responsible for the cost of repairing the Joint Driveway.

6. Each Owner shall keep the Joint Driveway clear of debris or other obstacles and automobiles so that there is unobstructed access to each of the Lots.

7. The rights established herein are subject to the right of the Town of Cary and other utility providers to install and maintain utilities, drainage facilities and other services to serve the Lots (herein "Utilities") upon, over, under, through

and across the Joint Driveway. It is the duty of the Owners to replace any disturbed ground and to repair any damage to the Joint Driveway which may occur during the installation or maintenance of such Utilities.

8. If a water or sewer line located beneath the Joint Driveway is in need of repair and serves a particular Lot, it shall be the duty of the Lot Owner served by the water or sewer line in need of repair to repair any damage to the Joint Driveway which may occur during the maintenance or repair of such water or sewer lines.

9. If any Owner fails to provide the contribution for maintenance as required by this Declaration, the other Owners may provide the maintenance and shall be entitled to immediate reimbursement. The Owners may bring an action at law or in equity against the non-contributing Owner to recover the cost of such maintenance, including attorneys' fees, and to enforce the terms of this Declaration.

10. In the event the Owners obtain an alternative means of access to a public street, this Declaration may be terminated by a written instrument signed by each Owner and recorded in the Wake County Register of Deeds Office.

11. This Declaration shall be binding upon and inure to the benefit, respectively of the Owners and the future Owners of the Lots.

IN TESTIMONY WHEREOF, Fortis has caused this instrument to be executed in its corporate name by its duly authorized

officers, attested by its Secretary and its corporate seal
hereunto affixed this the day and year first above written.

THE NEW FORTIS CORPORATION

By: _____

VP.

ATTEST:

Carol J. D'Ambra
Secretary

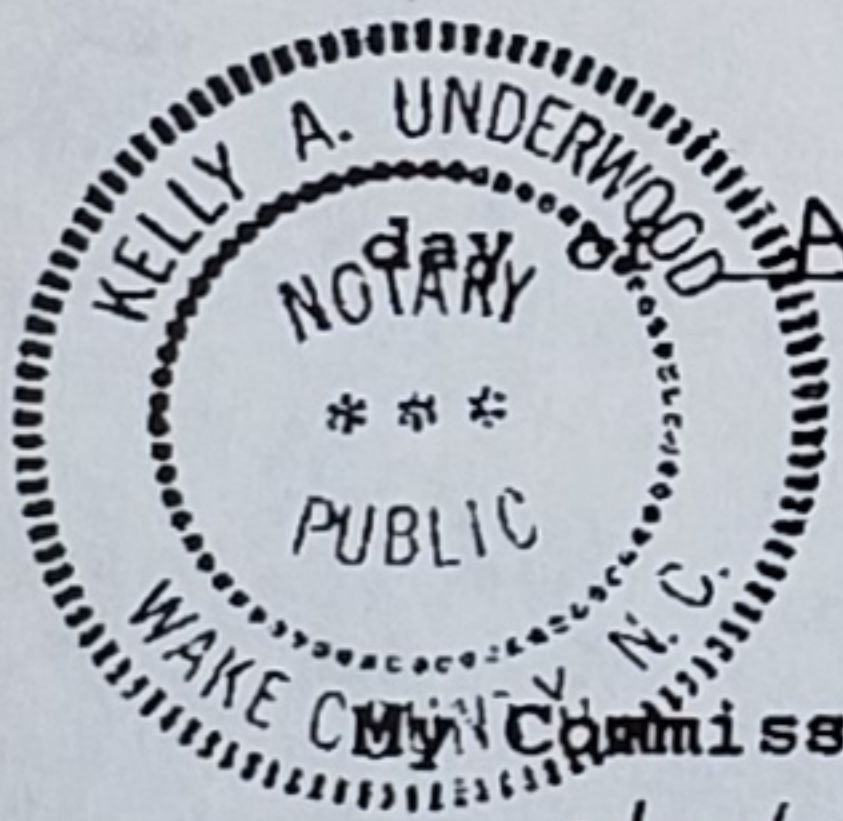
NORTH CAROLINA

WAKE COUNTY

I, the undersigned, a Notary Public in and for the
said State and County, do hereby certify that Carol J.
D'Ambra personally appeared before me this
day and acknowledged that she is Assistant Secretary of
THE NEW FORTIS CORPORATION, a corporation, and that by
authority duly given as the act of the corporation, the
foregoing instrument was signed in its name by its
Vice President, sealed with its corporate seal, and
attested by her self as its Assistant Secretary.

WITNESS my hand and notarial seal this the 18th

day of April, 1989.



My Commission Expires:

3/7/94

Kelly A. Underwood
Notary Public

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate _____ of _____

Kelly A. Underwood

Notar(y)(ies) 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.

KENNETH G. WILKINS, Register of Deeds

By

R. Cooke
Deputy Register of Deeds