

NORTH CAROLINA
WAKE COUNTY

JOINT DRIVEWAY AND CROSS ACCESS DECLARATION,
LOTS 51 THROUGH 56, EVERGREEN PHASE II,
BOOKS OF MAPS 1988, PAGE 289,
WAKE COUNTY REGISTRY

THIS JOINT DRIVEWAY AND CROSS ACCESS DECLARATION made
this the 17th day of November, 1988 by THE NEW FORTIS
CORPORATION, a North Carolina corporation, ("Fortis").

Fortis is the owner of Lots 51 through 56, Evergreen,
Phase II (the "Lots") as shown on a map recorded in Book of Maps
1988, Page 289, 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 eastern end of Waxmyrtle
Court, said point being located on a curve
having a radius of 46.50 feet and an arc
distance of 19.82 feet from the southeastern
corner of Lot 50, Evergreen Subdivision,
Phase II, as shown on a map recorded in Book
of Maps 1988, page 289, Wake County Registry;
thence from said point North 61° 26' 38" East
59.32 feet to a point; thence on a curve to
the right having a radius of 84.09 feet and
an arc distance of 80.15 feet to a point;
thence South 26° 03' 31" West 21.00 feet to
point; thence on a curve to the left having
radius of 63.09 feet and an arc distance of
60.14 feet to a point; thence South 61° 26'
38" West 61.41 feet to the eastern

000202

88 NOV 18 PM 3:22

RECORDED

PREPARED

right-of-way of the aforementioned cul-de-sac; runs thence with said right-of-way on a curve to the left having a radius of 46.50 feet and an arc distance of 10.02 feet to an iron pipe found; thence continuing with said right-of-way on a curve to the left having a radius of 46.50 feet and an arc distance of 11.27 feet to the point of beginning and being a 21 foot driveway and utility easement as shown on a survey dated November 10, 1988, by Dewberry & Davis, Engineers, entitled "Evergreen Subdivision Phase II Driveway and Utility Easement Lots 51, 52, 53, 54, 55 and 56."

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: _____

UP

A circular corporate seal with a scalloped edge. The text "THE NEW FORTIS CORPORATION" is written around the perimeter. In the center, the word "SEAL" is prominently displayed. Below "SEAL", the word "ATTEST:" is visible.
Carol D. D'Ambra
Assistant Secretary

NORTH CAROLINA

WAKE COUNTY

I, the undersigned, a Notary Public in and for the said State and County, do hereby certify that Carol S. 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 17th day of November, 1988.

Betty Jo Christian
Notary Public

My Commission Expires:

3/3/93

jmw/wed3/1eb1
8300.028

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate _____ of _____

Betty Jo Christian

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 C. WILKINS, Register of Deeds

By Rayna R. Cooke
Asst. Deputy Register of Deeds