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STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

Prepared by HUDSON and PETERSON, P.A.  
By: V. Scott Peterson

ROAD MAINTENANCE AND  
RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT made and entered into this 13<sup>th</sup> day of March, 1981, by and between SWEETWATER FARMS ASSOCIATION, hereinafter called The Association; and WILLIAMSON CREEK DEVELOPMENT COMPANY, hereinafter called the Company, both being Corporations chartered by the State of North Carolina with principal offices located in Transylvania County, North Carolina; and PAUL W. JACKSON and wife, JUDY B. JACKSON, of Pinellas County, State of Florida, hereinafter referred to as Declarants, and RAY GARNER, JR., of Transylvania County, State of North Carolina, hereinafter referred to as Lot Owner; and GEORGE J. MOORE, Trustee for Sweetwater Farms Joint Venture #7, hereinafter referred to as Developer;

W I T N E S S E T H :

That whereas the Association, by the instrument recorded in the Transylvania County Registry at Deed Book 246, Page 680, has been conveyed all of the remaining right, title, interest and control of Sweetwater Farms Joint Venture #7 in and to all of the 60 foot-wide easements dedicated for roadways designated as Cherrywood Lane and Sweetwater Lane as shown on the Plats referred to in the last mentioned instrument;

And whereas the Association, pursuant to the provisions of that certain Declaration of Protective Covenants recorded in the Transylvania County Registry at Deed Book 209, Page 370, et seq. (specifically Article IV, at Pages 375-376) has the responsibility for maintenance and repair of all roads constructed upon the above referenced easements, and the authority to determine and collect assessments for the maintenance of said roads, and also the authority, upon the affirmative vote of three-fourths of its members, to offer any of said easements for dedication to public use, subject to acceptance by the appropriate governmental authority pursuant to its then applicable standards;

And whereas the Declarants, prior to the recording of the above referenced instrument transferring all interest and control of the easements across Cherrywood Lane and Sweetwater Lane to the Association contracted to purchase, subject to the said Declaration of Protective Covenants for Sweetwater Farms recorded at Deed Book 209, Page 370, that tract of land containing 205 acres, more or less, from the Developer, and have completed the purchase of 48.678 acres of said tract, by the Deed recorded in the Transylvania County Registry at Deed Book 246, Page 122 which said Deed also conveyed a right-of-way over and across Cherrywood Lane, conditioned upon the payment of a pro-rata share of the cost of maintenance of that portion of Cherrywood Lane used by Declarants;

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And whereas the Declarants have created from said 48.678 acre tract, a subdivision of 18 lots, known as Stoney Brook, Section 1, and have conveyed said lots to the Company, subject to a Declaration of Protective Covenants recorded in Transylvania County Registry at Deed Book 246, Page 124, and may want to later convey additional sections of lots to the Company subject to said covenants and provide completely state maintained access to all such sections of Stoney Brook Subdivision by way of Sweetwater Lane, then through Lot 13 of Sweetwater Farms, Section 2, as shown on the Plat recorded in the Transylvania County Registry at Plat File 1, Slide 23, which lot is presently owned by Ray Garner, Jr.:

NOW, THEREFORE, it is mutually agreed between the parties hereto:

FIRST. That from a separate record of the cost of maintenance for that portion of Cherrywood Lane within Sweetwater Farms, Section 3 as shown on the Plat recorded in the Transylvania County Registry at Plat File 1, Slide 26-A, cost is to be shared on a pro-rata basis according to the number of lots owned in Stoney Brook, Section 1, as recorded at Plat File 2, Slide 1, and Section II, to be later recorded, lying on the North side of Cherrywood Lane between Section 1 and Lot 20, Section 3 of Sweetwater Farms, according to the following example:

Number of lot owners in Sweetwater using Cherrywood Lane - e.g. 5

Number of lot owners in Stoney Brook using Cherrywood Lane - e.g. 20

Total number of users 25

Sweetwater Association's share 5/25 - 20%

Stoney Brook's share 20/25 - 80%

i.e. If separate annual maintenance is \$500.00 on used portion of Cherrywood Lane

- Sweetwater Association pays 20% x \$500 = \$100.00

- Stoney Brook pays 80% x \$500 = \$400.00

Total \$500.00

SECOND. That Declarants and the Company shall have the right to use and improve Sweetwater Lane, within the existing 60 foot-wide right-of-way which has been dedicated by the recorded Plat at Plat File 1, Slide 23, Not to go South or West from a point in the center of Sweetwater Lane on the Western boundary line of Lot 13, Section 2 of Sweetwater Farms, Northward to its present intersection with the center of Williamson Creek Road (S.R. 1541), said beginning point being located 407.27 feet South along Sweetwater Lane from the point in the center of the bridge over the center of Williamson Creek as necessary to provide the most practical access through said lot to the property line of Declarants, so that Lot 13, Section 2 may be divided into no more than three lots of at least two and one-half acres in size. The Association agrees that if

necessary to effect this provision, that sufficient additional acreage may be included with Lot 13, Section 2 from the contiguous tract of Declarants, such that any subdivision thereof will remain a part of Sweetwater Farms, Section 2, subject to the Protective Covenants of Sweetwater Farms and the by-laws of the Association. It is further agreed and understood that any improvement to Sweetwater Lane and any road constructed through Lot 13, Section 2 of Sweetwater Farms shall be built according to specifications required by the North Carolina Department of Transportation, and that upon completion according to such specifications, that the Association will join in a petition to request that the State accept said road for maintenance. It is further understood that this provision will become effective upon the written approval, signifying an affirmative vote, of three-fourths of the members of the Association, as provided in the Declaration of Protective Covenants of Sweetwater Farms, (See Article IV, Page 7 at Deed Book 208, Page 376.)

THIRD. That subject only to the provisions of this Agreement the provisions of the Protective Covenants for Sweetwater Farms shall remain in full force and effect as to the property now owned by the Declarants and the Company, with the Association responsible for all road maintenance within Sweetwater Farms and Declarants and the Company responsible for maintenance of any private roads outside Sweetwater Farms. Otherwise, it is understood that Sweetwater Farms and Stoney Brook shall be operated as separate communities contingent upon approval of a majority of members of Sweetwater Farms Association, with Stoney Brook subject to whatever additional restrictive or protective covenants that Declarant or the Company may implement in addition to the Protective Covenants already applying to Sweetwater Farms, "provided further, that any such additional restrictive or protective covenants enacted by any of the parties to this Agreement or their successors or assigns, as the case may be, shall not be less restrictive in nature than those restrictive and protective covenants then existing and in force with respect to any other party, its successors or assigns."

FOURTH. It is understood and agreed that the Company may erect two signs, one at each entrance to Sweetwater Farms, to indicate the location of Stoney Brook, provided that such signs are compatible with the existing signs for Sweetwater, subject to the prior approval of the Board of Directors of the Association.

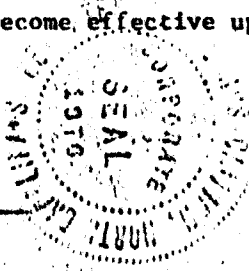
IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals, and the Corporate parties have caused this Agreement to be signed in their Corporate names, by the President of each, and attested by the Secretary of each, and their Corporate seals affixed, the day and year first above written, and as shown by the

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acknowledgements below to become effective upon the execution and acknowledgement of all parties.

ATTEST:

Erika S. Parni  
Secretary



SWEETWATER FARMS ASSOCIATION

BY: Walter M. Wardell  
President

George J. Moore  
GEORGE J. MOORE, Trustee for Sweetwater Farms Joint Venture #7

WILLIAMSON CREEK DEVELOPMENT COMPANY

BY: Paul W. Jackson  
President

Paul W. Jackson  
PAUL W. JACKSON

Judy B. Jackson  
JUDY B. JACKSON

x Ray Garner, Jr.  
RAY GARNER, JR.

STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, ETTA S. BYRD, a Notary Public of said State and County, do hereby certify that ERIKA S. PARMI personally appeared before me this day and acknowledged that she is Secretary of SWEETWATER FARMS ASSOCIATION, a Corporation, and that by authority duly given and as the act of the said corporation, the foregoing instrument was signed in its name, by its President, sealed with its corporate seal and attested by herself as its Secretary.

WITNESS my hand and Notarial Seal, this the 13th day of March, 1981.

Etta S. Byrd  
Notary Public

My Commission expires:  
July 30, 1981.

STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, ETTA S. BYRD, a Notary Public in and for said County and State, do hereby certify that GEORGE J. MOORE personally appeared before me this day and acknowledged the due execution by him as Trustee for Sweetwater Farms Joint Venture #7, under an undisclosed Trust Agreement, of the foregoing instrument for the purposes therein set forth.

WITNESS my hand and Notarial Seal, this the 13th day of March, 1981.

Etta S. Byrd  
Notary Public

My Commission expires:  
July 30, 1981.

STATE OF FLORIDA  
COUNTY OF PINELLAS

I, KAREN M. GANNON, a Notary Public of said State and County, do hereby certify that JUDY B. JACKSON personally came before me this day and acknowledged that she is Secretary of WILLIAMSON CREEK DEVELOPMENT COMPANY, a Corporation, and that by authority duly given and as the act of the said Corporation, the foregoing instrument was signed in its name, by its President, sealed with its corporate seal and attested by herself as its Secretary.

WITNESS my hand and Notarial Seal, this the 16th day of March, 1981.

Karen M. Gannon  
Notary Public

My Commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 3 1984  
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA  
COUNTY OF PINELLAS

I, KAREN M. GANNON, a Notary Public of said State and County do hereby certify that PAUL W. JACKSON and wife, JUDY B. JACKSON personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 16th day of March, 1981.

Karen M. Gannon  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA  
My Commission expires: MY COMMISSION EXPIRES OCT. 3 1984  
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF OHIO  
COUNTY OF

I, James E. Cordier, a Notary Public of said State and County do hereby certify that RAY GARNER, JR. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 18th day of March, 1981.

James E. Cordier  
Notary Public

My Commission expires: James E. Cordier  
Notary Public for State of Ohio  
My commission expires JAN. 24, 1983

STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

The foregoing certificates of ETTA S. BYRD, KAREN M. GANNON, and JAMES E. CORDIER, Notaries Public are certified to be correct. This instrument was presented for registration and recorded in this Office in Book 247, Page 208.

This 24 day of March, 1981

Fred H. Sprad  
Transylvania County, North Carolina  
Register of Deeds