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RECORDED & VERIFIED
REBECCA T. CHRISTIAN
REGISTER OF DEEDS
NEW HANOVER CO. NC

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

'92 JUN 29 PM 3 11

ROAD AND LIGHTING SYSTEM MAINTENANCE RESTRICTION

THIS ROAD AND LIGHTING SYSTEM RESTRICTION made and entered into this 25th day of June, 1992, by GULFSTREAM FOODS OF N.C., INC., a North Carolina corporation with its principal office in New Hanover County, North Carolina, as OWNER;

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W I T N E S S E T H:

THAT WHEREAS, OWNER is the owner of certain property located on Windmill Way, known and described as Lot 23, Section 1, Dutch Square Extension, in New Hanover County, North Carolina; and

WHEREAS, the OWNER has subdivided said Lot 23 into three (3) lots, as shown on plat recorded in Map Book 32 at Page 239 in the New Hanover County Registry; and

WHEREAS, there is a private 30 foot access easement shown upon said plat and in addition to the roadway or driveway located upon said easement there is a lighting system installed. The roadway and driveway is constructed as follows: The driveway is constructed of Portland cement concrete, varying in length from 15' to 18'.

The lighting system is constructed as follows: coming into the site, there are two (2) 9500 Lumen Sodium Vapor enclosed fixtures on 25' steel poles.

WHEREAS, OWNER desires to subject said three (3) lots to a joint user and maintenance agreement that the owners of such lots will share equally in the cost of the maintenance and upkeep of the easement and lighting system as installed so as to maintain them in a good condition;

NOW, THEREFORE, the OWNER does hereby subject each of said three (3) lots shown on that map recorded in Map Book 32 at Page 239 in the New Hanover County Registry to the following agreement, which agreement shall serve as a Restriction on the ownership and use of said land and shall run with the land: Each of said three (3) lots shall bear the financial liability of keeping the roadway and lighting system as constructed in good repair and operating order. The owner of Lot 3 shall be responsible for determining when repair and/or maintenance work or efforts are needed as to

RETURNED TO
E. Lewis

RYALS, JACKSON & MILLS
WILMINGTON, NORTH CAROLINA 28402-0147

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both the right of way access easement and the lighting system. The owner of Lot 3 shall present to the remaining lot owners his findings on the need for repairs and the costs of same. Upon consent of two of the three lot owners the work shall commence and the owners of each lot shall pay their one-third (1/3) share of said cost of repair and/or maintenance and same shall be paid immediately upon the presentment of a statement for said charges.

This Agreement is for the purpose of repair and maintenance only. Notwithstanding any other provision contained herein there can be no work done which changes, enlarges or modifies the initial construction within the easement area as described herein and as exists on the ground upon the date of the execution of this Agreement without the written consent to said work executed by every owner of Lots 1, 2 and 3.

Each and every owner of Lots 1, 2 and 3 for themselves, their heirs, assigns, executors and administrators, shall hold and take title thereto subject to this agreement, which shall "run with the land" unless and until terminated by agreement signed by all the then owners of said Lots 1, 2 and 3. All of said owners hereby further agree that until such time as this agreement is terminated, the owners shall pay their prorata part of the cost of the maintenance and upkeep of the easement and/or lighting system provided that the terms and conditions of this Agreement are complied with.

Any dispute or controversy arising under or in connection with this Agreement or any breach thereof shall be settled by arbitration in the City of Wilmington in accordance with the rules then in effect of the American Arbitration Association.

IN WITNESS WHEREOF, the OWNER has hereunto set its seal on this the day and year first above written.

ATTEST:

Linda C. Daugherty
Asst. Secretary

(AFFIX CORPORATE SEAL)



GULFSTREAM FOODS OF N.C., INC.

BY: *[Signature]*
President

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I, Penne E Shelton, a Notary Public of said County and State, do hereby certify that LINDA C. DAUGHTRY, personally came before me this day and acknowledged that he/she is ASST. Secretary of GULFSTREAM FOODS OF N.C., INC., and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by himself/herself as its ASSISTANT Secretary.

WITNESS my hand and notarial seal this 25th day of June, 1992.

Penne E Shelton
Notary Public

My Commission Expires: 12/1/96



STATE OF NORTH CAROLINA
New Hanover County

The Foregoing/ Annexed Certificate(s) of

Penne E Shelton

Notary (Notaries) Public is/ are certified to be correct.

This the 29 day of June 1992
Rebecca Tucker Christian, Register of deeds

by [Signature]
Deputy/ Assistant

/GULF
RESTRICT