

Return to: John Coffey, Coffey Grounds of Chapel Hill, Inc.,
127 Araya Lane, Chapel Hill, NC 27516
Prepared by Lunday A. Riggsbee, Attorney

NORTH CAROLINA
CHATHAM COUNTY

POND EASEMENT AND MAINTENANCE AGREEMENT

THIS DECLARATION, made this _____ day of July, 2005, by Coffey Grounds of Chapel Hill, Inc., Walter Grover Penley and Virginia Penley, Naomi Ellen Newman and Noreen W. Esposito, Declarants;

WITNESSETH:

WHEREAS, Declarant Coffey Grounds of Chapel Hill, Inc., owns that land described in Book 1080, Page 857, Chatham County Registry, Declarants Grover Walter Penley and Virginia Jane Smith Penley own land described in Book 767, Page 899, and Declarants Naomi Ellen Newman and Noreen W. Esposito own land described in Book 888, Page 987 and Book 1041, Page 160, Chatham County Registry, and

WHEREAS, the property of Declarants abuts on that pond shown on that survey recorded in Plat Slide 93-388, Chatham County Registry, and

WHEREAS, Declarants wish to bind themselves, their successors and assigns, to provide all owners of said properties an easement on the pond and to provide for maintenance of the pond and the dam for the pond,

NOW, THEREFORE, Declarants agree for themselves and all persons, firms or corporations hereafter acquiring any of the above described property, that the same shall be subject to the following restrictions, conditions and covenants relating to the use and maintenance of the pond. Said maintenance does not include maintenance for the road along the top of the dam.

1. Declarants hereby grant unto themselves and future owners of the above described properties perpetual easements for use of the pond. Said use shall include the pond only, and shall not permit users of the pond to enter upon the lands owned by other Declarants.
2. The owners shall pay for repairs and maintenance of said pond and dam as follows:
 - a. Declarant Coffey Grounds of Chapel Hill, Inc. intends to subdivide the above-referenced property and two lots (only two lots) of said subdivision shall abut said pond. The owners of each of those two lots shall pay 10% of repairs and maintenance of the pond and dam, for a total of 20% of the maintenance and repair.
 - b. The owners of that property described in Book 767, Page 899 shall pay 35% of repairs and maintenance of the pond and dam.
 - c. The owners of that property described in Book 1041 Page 160 shall pay 10% of repairs and maintenance of the pond and dam.
 - d. The owners of that property described in Book 888, Page 987 shall pay 35% of repairs and maintenance of the pond and dam.

3. Restrictions:

- a. No commercial swimming, fishing nor any other commercial activities are permitted in the pond. No lot owner may charge or allow any other persons to charge anyone a fee for the use of the pond.
- b. No enclosed structures are permitted within 50 feet of the pond. Structures such as open gazebos, barbeque pits and recreation tables and benches are expressly permitted, unless not permitted by county regulations.
- c. Only one floating pier per lot is permitted, and no pier may have a length of greater than 30 feet nor width greater than 10 feet.
- d. The use of piers and the pond is restricted to owners of lots only and their guests. Only those two lots abutting said pond of the property currently owned by Coffey Grounds of Chapel Hill, Inc. shall be considered part of this agreement, and owners of the remainder of said property do not have access to said pond and are not responsible for repairs and maintenance.
- e. There shall be no motorized (fuel powered) boats or toys on the pond. Owners shall use the pond during reasonable hours, and there shall be no late night or early morning use that creates noise to disturb other owners. Noise levels shall be kept to a reasonable level at all times.

4. Maintenance shall be proposed by any owner who determines it to be necessary. Said owner shall provide written notice to the remaining owners of the proposed maintenance and repairs two weeks prior to work beginning, and if any owner objects to the work, then a meeting shall be held, and a vote taken. Each owner's vote shall reflect that owner's percentage of responsibility for repairs and maintenance. The two weeks notice shall not be necessary for an emergency situation. Each owner's share of maintenance shall be paid within 30 days of the work being completed, and if not paid, then said costs may be reduced to a judgement and shall become a lien on the land of the defaulting owner, and action for such maintenance and repair costs may be brought by any owner.

5. This agreement shall constitute a restriction and covenant to run with the land, as provided by law, and shall be binding on all parties owning said property and all persons claiming under them or through them and shall be for the benefit of and in limitation on all future owners and residents of said property.

IN WITNESS THEREOF, the Declarants have caused this instrument to be executed on the day and year first above written.

Coffey Grounds of Chapel Hill, Inc.

By: _____ (SEAL)
President

Naomi Ellen Newman

Noreen Werner Esposito

Grover Walter Penley

Virginia Jane Smith Penley

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

I, _____, a Notary Public of _____ County and State aforesaid, certify that John W. Coffey personally came before me this day and acknowledged that he is president of Coffey Grounds of Chapel Hill, Inc., a North Carolina corporation and that by authority duly given and as an act of the Entity, has signed the foregoing instrument in its name and on its behalf as its act and deed.
Witness my hand and official stamp or seal, this _____ day of _____, 2005.

My commission expires:

Notary Public

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

I, _____, a Notary Public of _____ County and State aforesaid, certify that Naomi Ellen Newman personally came before me this day and acknowledged the execution of the forgoing instrument..
Witness my hand and official stamp or seal, this _____ day of _____, 2005.

My commission expires:

Notary Public

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

I, _____, a Notary Public of _____ County and State aforesaid, certify that Noreen Werner Esposito personally came before me this day and acknowledged the execution of the forgoing instrument..
Witness my hand and official stamp or seal, this _____ day of _____, 2005.

My commission expires:

Notary Public

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

I, _____, a Notary Public of _____ County and State aforesaid, certify that Grover Walter Penley and Virginia Jane Smith Penley personally came before me this day and acknowledged the execution of the forgoing instrument..
Witness my hand and official stamp or seal, this _____ day of _____, 2005.

My commission expires:

Notary Public