



FOR REGISTRATION REGISTER OF DEEDS
 WILLIE L. COVINGTON
 DURHAM COUNTY, NC
 2013 MAY 06 03 27 43 PM
 BK 7258 PG 460-468 FEE \$26 00

INSTRUMENT # 2013016649

Prepared by & Return to Moore & Alphin, PLLC (rwm)
 3716 National Drive, Suite 100
 Raleigh, NC 27612

STATE OF NORTH CAROLINA
 COUNTY OF DURHAM

**ACCESS, PARKING, ENCROACHMENT AND UTILITY AND ENCROACHMENT
 EASEMENTS, MAINTENANCE AGREEMENT AND PROTECTIVE COVENANTS**

THIS ACCESS, PARKING, ENCROACHMENT AND UTILITY EASEMENTS
 MAINTENANCE AGREEMENT AND PROTECTIVE COVENANTS (this "Agreement") is made
 and entered into as of the latest date on which it is signed by either party hereto, by **Geoffrey M.
 Neupert and Courtney S. Neupert** (the "Neuperts") and **Thomas Reincke and Angela Reincke** (the
 "Reinckes") and, together with the Neuperts, sometimes herein referred to as the "Property Owners")

RECITALS

A By virtue of the deed recorded in Book 4819, Page 306, Durham County Registry, the
 Reinckes acquired from White Oak Foundation, Inc ("White Oak") Lot 1 ("Lot 1") as shown and
 described on the plat recorded in Plat Book 166, Page 325, Durham County Registry (the "Plat")

B By virtue of the deeds recorded in Book 4971, Page 880, and in Book 4877, Page 822,
 both in the Durham County Registry, the Neuperts acquired from White Oak Lots 2 and 3 ("Lot 2" and
 "Lot 3", respectively, and, with Lot 1, the "Lots"), as shown and described on the Plat

C The Property Owners own all of the Property shown on the Plat

D White Oak previously executed and recorded in Book 4819, Pages 303-305, Durham
 County Registry, those certain Maintenance Covenants (the "Maintenance Covenants")

E By virtue of that certain Termination of Maintenance Covenants recorded in Book
7258 Page 455, Durham County Registry, the Property Owners have terminated the
 Maintenance Covenants

P The only access from the Lots to a public street is located on Lot 2, and the only paved parking for the Lots is located on Lots 2 and 3

G The Property Owners desire to record this Agreement to subject the Lots to the terms and provisions thereof

NOW, THEREFORE, the Property Owners declare that the Lots, and each of them, are and shall be owned, held, transferred, sold, conveyed, mortgaged, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Agreement, each and all of which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof

ACCESS AND PARKING EASEMENT

1 Easement over Lot 2 The Neuperts, as owners of Lot 2, hereby grant and convey to the owners of Lots 1 and 3, and their respective heirs, successors and assigns, including, without limitation, occupants of the dwelling units thereon, a permanent, non-exclusive easement for vehicular and pedestrian access and for parking of vehicles on, over and across that portion of Lot 2 designated as "Asphalt Parking Lot" for the purpose of providing vehicular and pedestrian access to the owners and occupants of the dwelling units located on Lots 1 and 3, respectively, and parking of vehicles of such owners and occupants and their guests and invitees

2 Easement over Lot 3 The Neuperts, as owners of Lot 3, hereby grant and convey to the owners of Lots 1 and 2, and their respective heirs, successors and assigns, including, without limitation, occupants of the dwelling units thereon, a permanent, non-exclusive easement for vehicular and pedestrian access and for parking of vehicles on, over and across that portion of Lot 3 designated as "Asphalt Parking Lot" for the purpose of providing vehicular and pedestrian access to the owners and occupants of the dwelling units located on Lots 1 and 2, respectively, and parking of vehicles of such owners and occupants and their guests and invitees

TO HAVE AND TO HOLD THE EASEMENTS AND RIGHTS herein granted unto the owners of the Lots and their respective heirs, successors and assigns, for the aforesaid uses and purposes and none other, it being agreed that the rights and easement herein granted are appurtenant to and run with the Lots over which such easements and rights are granted, forever

ENCROACHMENT EASEMENTS

3 Encroachment on Lot 2 The Neuperts, as owners of Lot 2, hereby grant and convey to the owners of Lot 3, and their respective heirs, successors and assigns, including, without limitation, occupants of dwelling units thereon, a permanent, non-exclusive easement for vehicular and pedestrian access and for parking of vehicles on, over and across that portion of Lot 2 extending from and being part of the area designated as "Asphalt Parking Lot" on Lot 3, for the purpose of providing vehicular and pedestrian access to the owners and occupants of the dwelling units located on Lots 3, respectively, and parking of vehicles of such owners and occupants and their guests and invitees

4 Encroachment on Lot 3 The Neuperts, as owners of Lot 3, hereby grant and convey to the owners of Lot 2, and their respective heirs, successors and assigns, including, without limitation, occupants of dwelling units thereon, a permanent, non-exclusive easement for vehicular and pedestrian access and for parking of vehicles on, over and across that portion of Lot 3 extending from and being part of the area designated as "Asphalt Parking Lot" on Lot 3, for the purpose of providing vehicular and pedestrian access to the owners and occupants of the dwelling units located on Lots 2, respectively, and parking of vehicles of such owners and occupants and their guests and invitees

TO HAVE AND TO HOLD THE EASEMENTS AND RIGHTS herein granted unto the owners of the aforesaid Lots and their respective heirs, successors and assigns, for the aforesaid uses and purposes and none other, it being agreed that the rights and easement herein granted are appurtenant to and run with the Lots over which such easements and rights are granted, forever

UTILITY EASEMENTS

5 Utility Easements The Neuperts and the Reinckes hereby grant and convey to the owners of each of the Lots, and their respective heirs, successors and assigns, including, without limitation, occupants of dwelling units thereon, a permanent, non-exclusive easement as to any utility service lines and facilities located on any Lot and serving any other Lot, to the extent that any such situation exists, it being the intent of the Property Owners that no existing utility service line or facility shall be deemed to be an illegal trespass on any other Lot

TO HAVE AND TO HOLD THE EASEMENTS AND RIGHTS herein granted unto the owners of the Lots and their respective heirs, successors and assigns, for the aforesaid uses and purposes and none other, it being agreed that the rights and easement herein granted are appurtenant to and run with the Lots over which such easements and rights are granted, forever

6 No Merger All of the foregoing easements shall be subject to the condition that such easements shall not be merged by virtue of common ownership of the Lots

MAINTENANCE AGREEMENT

7 Maintenance of Lot 3 Parking Area The owners of Lots 2 and 3, respectively, shall be solely responsible for maintenance of the portions of their Lot identified as "Asphalt Parking Lot", provided, however, that, such owners may agree between themselves that the owner of Lot 2 will be responsible for maintenance of the applicable portion of Lot 3, with the owner of Lot 3 being responsible for paying the entire cost of maintenance of the portion of the Parking Lot on Lot 3

8 Maintenance of Lot 2 Access and Parking Area Subject to the provisions of Section 9 below, the owner of Lots 2 shall be responsible for maintenance and repair, including, without limitation, repaving and restriping, of the portions of Lot 2 identified as "Asphalt Parking Lot" (the "Lot 2 Common Area")

9 Payment for Maintenance, Enforcement of Payment Obligation Subject to the provisions of Section 10 below, the cost of maintenance and repair of the Lot 2 Common Area shall be paid, in equal shares, by the owners of Lots 1, 2 and 3. The Neuperts and the Reinckes, for themselves and their respective heirs, successors and assigns, hereby covenant and agree to pay the pro-rata share

of the cost of the actual costs of maintenance and repair of the Lot 2 Common Area, and covenant and agree to reimburse the owner of Lot 2, within five (5) business days after receipt of demand from the owner of Lot 2, for their respective pro-rata shares of any such costs. Such demand shall be accompanied by copies of invoices supporting the amount claimed due. Any amount not paid within such 5-day period shall incur a late charge of five percent (5%) of the amount due and shall bear interest at the rate of twelve percent (12%) per annum from the date of demand until paid in full, and, if not paid within thirty (30) days after demand, may be enforced by the filing and foreclosure of a claim of lien under the provisions of Section 47-3-116 of the North Carolina General Statutes. In any such enforcement proceeding, the owner of Lot 2 may recover from the non-paying owner not only such owner's pro-rata share, but interest, late charges and the costs of such action including, without limitation, court costs and attorneys' fees actually and reasonably incurred. Each such unpaid pro-rata portion, together with interest and costs, shall also be the personal obligation of non-paying owner at the time demand was made. The personal obligation of an owner for its pro-rata share of maintenance costs shall not pass to their successors in title unless expressly assumed by them. However, such unpaid pro-rata share shall continue to be a lien, whether or not yet filed, upon the Lot as to which demand was made.

Upon request of a prospective purchaser of any Lot, or such purchaser's attorney or agent, the owner of Lot 2 shall certify in writing as to whether or not any maintenance charges are due from the seller of such Lot and, as to such purchaser (but only as to such purchaser) such certification shall be binding against the owner of Lot 2.

10 Approval by Lot Owners in Certain Circumstances Notwithstanding the foregoing, any owner who intends to make repairs or improvement, the cost of which will exceed \$1,000.00, before commencing such work, shall give written notice to the other Lot owners not less than five (5) business days prior to contracting for such work, such notice to state the nature of the work to be done and the estimated cost of same, provided, however, that any work of an emergency nature, i.e., maintenance necessary to restore a access and/or parking area to a usable condition after such driveway has been damaged to the point that it is unusable, may be performed by any party without such prior notice if such notice is given as soon as practicable. In the event such notice is given, each owner receiving such notice shall be deemed to have consented to such maintenance unless such owner objects in writing to the nature of the work or the cost thereof within three (3) business days after receipt of such notice. In the event of objection, the owner so objecting shall not be charged with the costs of such maintenance unless (i) such work is required by the City of Durham, or (ii) the owners of two of the three lots agree in writing that the maintenance is necessary and that the estimated costs are reasonable, in which event all owners shall be responsible for paying their respective pro-rata share of such maintenance.

11 Land Use Except as specifically provided herein, the Lots shall be used for residential purposes only. Except as permitted by the City of Durham, no trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except that the Lot owners, real estate brokers and their agents may show Lots and homes for sale or lease.

12 Parking, Abandoned Vehicles Vehicles may be parked or stored only in designated parking spaces. No mobile house trailer (whether on or off wheels), recreational vehicles, trailer or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), tractor trailer trucks or cabs, commercial vehicle of any kind, boat or boat trailer shall be parked on any Lot or Parking Area.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot or Parking Area, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot

Any vehicle parked in violation of the provisions of this Section 12 may be towed at the expense of the owner of the vehicle

13 Animals No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that dogs, cats, or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes, and provided that the owner of the pet shall remove any excrement deposited by the pet on any Lot and further that no pet shall be permitted to cause noise to the extent that it disturbs the use and enjoyment of any dwelling unit

14 Illegal Conduct and Nuisances No illegal act may be conducted on any Lot, nor shall any noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood

15 Signs Except as otherwise required by the City of Durham, no sign of any kind shall be displayed to the public view on any Lot except signs used to advertise Lots for sale during the construction and sales period, one sign of not more than six (6) square feet advertising the property for sale or rent, and signs of not more than six (6) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election

16 Antennas, Satellite Dishes or Discs No television, radio or other electrical towers, aerials, antennae, satellite dishes, or other devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon unless approved in writing by the owners of at least two of the three Lots, except that this prohibition shall not apply to those antennae specifically covered by 37 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time

To the extent that the reception of an acceptable signal would not be impaired, an antenna, dish or receiver may be installed only if it (i) is located in the rear or side yard of the Lot, (ii) is not visible from any street (whether by location or screening), (iii) it is integrated with the Dwelling and surrounding landscape, and (iv) if a dish or other receiver, is not larger than 36" in diameter, and (v) is approved pursuant to Article VIII of the Declaration. In no event shall any free-standing transmission or receiving tower be permitted on any Lot

17 Maintenance of Lot, Construction Each Lot owner shall keep his Lot in a neat, clean and orderly condition, including regular mowing of grass, and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the Owner of such Lot shall repair the damage and reconstruct the improvement within twelve (12) months after such damage or destruction, provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the owner may, at his option, either completely remove the damaged structure and landscape area on which the structure stood or repair or reconstruct the structure

All construction, landscaping or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. Each Lot owner shall at all times keep the parking areas and the contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his Lot.

18 Garbage, Unightly Storage No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot, provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to a location behind the applicable dwelling unit the night of the scheduled pickup.

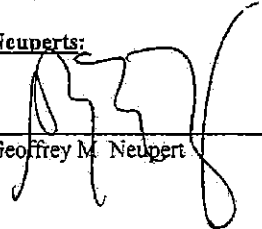
24 Enforcement Enforcement of these covenants shall be by proceedings at law or in equity against any person(s) violating or attempting to violate any covenant herein and enforcement shall be to either restrain violation and/or to recover damages resulting therefrom. These covenants may be enforced any Lot owner.

25 SEVERABILITY Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

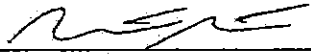
26 TERM These covenants (but not the easements granted herein) shall run and bind the Lots and all owners and occupants thereof for a period of 25 years from the date they are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These covenants may also be amended by an instrument signed by the then-owners of not less than seventy-five percent (75%) of the Lots.

IN WITNESS HEREOF, the Property Owners have executed this Termination as of the dates set forth in the notary acknowledgments below, the latest of which is the effective date of this Termination.

Neuperts:



Geoffrey M. Neupert (Seal)

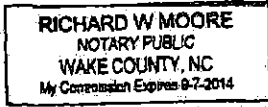


Courtney S. Neupert (Seal)

STATE OF NORTH CAROLINA – COUNTY OF WAKE

I certify that the following persons personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purposes stated therein: Geoffrey M. Neupert and Courtney S. Neupert

Date 4/29/13
(Stamp or Seal)



[Handwritten Signature]
Signature of Notary
Printed Name Richard W Moore
My Commission Expires 9/7/14

Reinckes:


 (Seal)
Thomas Reincke

 (Seal)
Angela Reincke

STATE OF NORTH CAROLINA - COUNTY OF WAKE

I certify that the following persons personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purposes stated therein Thomas Reincke and Angela Reincke

Date April 29, 2013
(Stamp or Seal)


Signature of Notary
Printed Name Richard W. Moore
My Commission Expires 9/7/14

