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Buncombe County, NC
Drew Reisinger Register of Deeds
BK 5699 PG 1837-1839

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

PREPARED BY AND RETURN TO:
Reed Law Firm, P.C.
168-B South Liberty Street
Asheville, North Carolina 28801, Box #23

SHARED DRIVEWAY MAINTENANCE AGREEMENT

This Shared Driveway Maintenance Agreement made this the 5th day of September, 2018, by and between **M4 Builders, LLC**, a North Carolina limited liability company; and all future owners of the respective properties as identified herein.

RECITALS:

WHEREAS, M4 Builders, LLC is the owner of property located in Buncombe County, North Carolina, commonly known as 111 Tail Feather Lane, Candler, North Carolina 28715 (PIN 9617-36-8235.00000), specifically identified as Lot 17 as shown on that Plat recorded in Plat Book 186, Page 62; and as set forth in that deed recorded in Deed Book 5611, beginning on Page 54 of the records maintained by the Office of the Register of Deeds for Buncombe County, North Carolina (herein "111 Tail Feather Lane"); and

WHEREAS, M4 Builders, LLC is the owner of property located in Buncombe County, North Carolina, commonly known as 113 Tail Feather Lane, Candler, North Carolina 28715 (PIN 9617-36-8398.00000), specifically identified as Lot 10 as shown on that Plat recorded in Plat Book 186, Page 62; and as set forth in that deed recorded in Deed Book 5611, beginning on Page 54 of the records maintained by the Office of the Register of Deeds for Buncombe County, North Carolina (herein "113 Tail Feather Lane"); and

WHEREAS, dwellings located on 111 Tail Feather Lane and 113 Tail Feather Lane are served by a shared driveway which is not depicted on the plat referenced herein; and

WHEREAS, M4 Builders, LLC desires to affirm the existing Right of Way and Easement for the common driveway serving dwellings located on 111 Tail Feather Lane and 113 Tail Feather Lane and to affirm the responsibility for the maintenance of private road / shared driveway providing access to Tail Feather Lane; and

WHEREAS, M4 Builders, LLC declares that all easements, agreements, and other provisions contained herein shall be appurtenant to the properties and any subdivisions thereof, shall run with the land, and be binding upon all heirs, assigns, and successors of the parties.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for the common benefit of all future owners of the properties identified herein, the parties hereto do hereby establish the following:



SHARED DRIVEWAY: the undersigned hereby establish an exclusive Right of Way and Easement for the private road / shared driveway providing access to Tail Feather Lane, as the same presently exists and the owners of 111 Tail Feather Lane and 113 Tail Feather Lane shall share the costs of maintaining the shared driveway in an "all weather" condition, and shall bear the costs associated therewith on an equal basis, subject to the following terms and conditions:

1. In the event that any owner shall determine that maintenance of said right of way is needed, such owner shall mail a "Notice of Maintenance Needed" to all other owners of properties served by the shared driveway, by first class mail to the addresses maintained by the Buncombe County Tax Assessor's Office for such properties. Such Notice shall include a detailed description of repairs needed along with a minimum of two estimates for such repairs. Within FIFTEEN (15) days following issue of said Notice of Maintenance Needed, the owners shall affirm their consent for such repairs and their selection of a contractor to perform such repairs.
2. The Owner issuing the Notice of Maintenance Needed shall, upon affirmed consent of the owners of property served by said shared driveway, arrange for such approved maintenance and repairs. Each owner shall then tender payment for their respective equal share of such maintenance and repair expenses within THIRTY (30) days of the completion of such repairs.
3. In the event that any owner shall fail to tender their respective share of maintenance and repair expenses, the Owner contracting for such repairs or the contractor performing such repairs may file a Notice of Lis Pendens for such amounts owed against the property owned by such defaulting owner and may enforce such lien in the manner by which Assessment Liens are assessed under the North Carolina Planned Community Act, N.C.G.S. §47F-3-116.
4. The parties hereto may, by majority consent, establish a Maintenance Reserve account for the funding of any regular maintenance of the private road / shared driveway. In the event that the parties hereto decide to establish a Maintenance Reserve account, they shall, on an annual basis, determine the reserve amount that each party shall contribute and shall determine which party shall be designated as being responsible for coordinating maintenance and repairs.
5. In no event shall any Owner, Resident, guest or other user block or otherwise impede the use of any shared portions of the right of way established herein.
6. No Owner shall make undertake any non-maintenance related improvements, to any portion of the shared driveway without the express consent of all Owners.
7. The shared driveway shall be used in reasonable residential manner for ingress, egress, and regress to and from the Dwellings, provided that any damages to the shared driveway shall be remedied and restored by the party causing such damage (*including any damages caused by invitees of such party*).

AND THEREFORE, the parties agree to submit any dispute regarding this Agreement or relating to the shared system to binding arbitration. Binding arbitration shall be conducted by an arbitrator from the American Arbitration Association or a similar organization. Arbitration can be initiated by any party to this Agreement at any time. The parties shall share equally the costs of arbitration.

TO HAVE AND TO HOLD said rights and easements as described herein to the parties, their heirs, assigns, and successors.

The remainder of this page intentionally left blank, signatures and Notary acknowledgements for the parties follow on next page.



IN WITNESS WHEREOF, the undersigned have set their hands and seals below on the day and year first written above.

M4 Builders, LLC:

 (Co. SEAL)
Eric Zetterholm, Manager

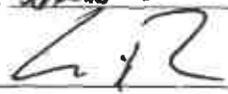
STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE



I, a Notary Public, certify that certify that Eric Zetterholm, personally came before me this day and acknowledged that he is the Manager of M4 Builders, LLC, and that by authority duly given and as an act of the company executed the foregoing for the purposes set forth herein.

Witness my hand and official stamp or seal on September 5, 2018.

My Commission Expires: 3/23/2019


Notary Public