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File: Scott Browning

NORTH CAROLINA

PITT COUNTY

PARTY WALL AND OUTSIDE MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, JESSE THOMAS WILLIAMS, JR.,
TERRI PEARSON WILLIAMS, ROLAND B. WILLIAMS, JOANNE T. WILLIAMS,
WILLIAMS & HILL BUILDERS L.L.C., TROY G. HARDEE, JENNIFER P.
HARDEE, AND MILDRED W. HARDEE hereinafter referenced as "Owners", is in the
process of developing certain land named WilliamsBrook Subdivision; recorded in Map
Book 55, Page 61 of the Pitt County Registry; AND WHEREAS said lots of land above-
referred to will be developed in a manner that will require a party wall agreement and an
outside maintenance agreement for the proper development of said property AND
WHEREAS, "Owners", desires to establish the within agreement of record in order that
all lots be developed from the above-referenced land shall incorporate this agreement in
conveying said lots, to the same extent as if this agreement were copied verbatim.

NOW THEREFORE, it is agreed that Article I entitled "PARTY WALL" and
Article II entitled "MAINTENANCE AGREEMENT" as hereinafter promulgated shall
apply to and become a part of any deed pertaining to any two contiguous lots from the
realty hereinabove referred to only when specifically imposed and referred to in the deed
of conveyance from any "Owners", said agreement to be as follows:

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ARTICLE 1

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the line dividing between any two lots shall constitute a party wall and, not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

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Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE 11

MAINTENANCE AGREEMENT

Section 1. Joint Maintenance. Any two lot owners who jointly use a party wall may mutually agree to provide for exterior maintenance upon the structures upon each lot particularly as to painting, exterior finish, replace and care for roof, gutter, downspouts and exterior building surfaces.

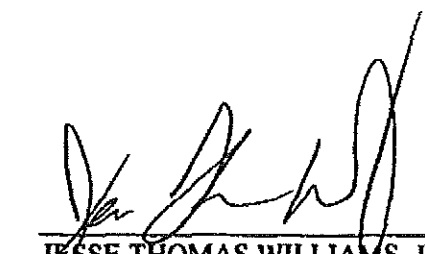
Section 2. Separate Maintenance. The parties owning property on which the joint party wall is in use may agree to provide for separate maintenance to the end that each owner shall take care of and be responsible for the maintenance on his property, but each separate owner shall maintain his property including the appearance in a manner not incompatible with the adjacent party wall owner.

Section 3. Arbitration. In the event of any dispute arising concerning the maintenance or the sharing of cost of maintenance or any other matter under the provisions of this Article, each lot owner shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

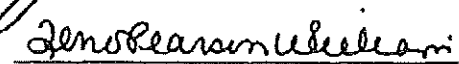
It is expressly understood that this Agreement shall apply only to those lots, if any, as stipulated in subsequent deeds of conveyance by any "Owners".

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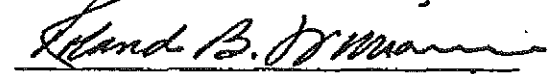
IN WITNESS WHEREOF, the "Owners" have caused this instrument to be duly executed by its corporate officers and its seal affixed thereto, all by corporate authority duly given.



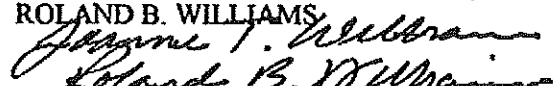
JESSE THOMAS WILLIAMS, JR.



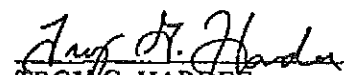
TERRI PEARSON WILLIAMS



ROLAND B. WILLIAMS



JOANNE T. WILLIAMS *by*
Handwritten signature of Roland B. Williams *AIK*



TROY G. HARDEE



JENNIFER P. HARDEE



MILDRED W. HARDEE



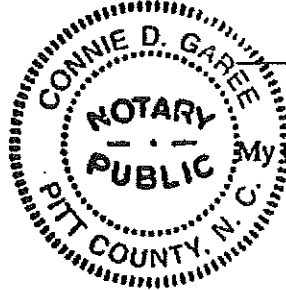
WILLIAMS & HILL BUILDERS, L.L.C.

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NORTH CAROLINA
PITT COUNTY

I, Connie D. Garee, a Notary Public of the County and State aforesaid, certify that Jesse Thomas Williams Jr. and Terri Pearson Williams, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 9 day of May, 2001.



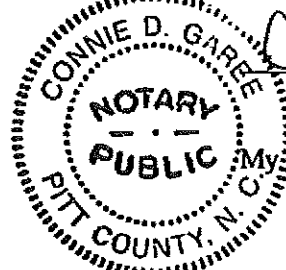
Connie D. Garee
Notary Public

My Commission Expires: 7/22/03

NORTH CAROLINA
PITT COUNTY

I, Connie D. Garee a Notary Public of the County and State aforesaid, certify that Roland B. Williams., personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 9 day of May, 2001.



Connie D. Garee
Notary Public

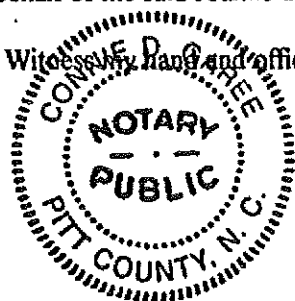
My Commission Expires: 7/22/03

NORTH CAROLINA
PITT COUNTY

I, Connie D. Garee, a Notary Public for said County and State, do hereby certify that Roland B. Williams, attorney in fact for Joanne T. Williams, personally appeared before this day, and being by me duly sworn, says that he executed the foregoing instrument for and in behalf of the said Joanne T. Williams and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds in the County of Pitt, State of North Carolina, and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney.

I do further certify that the said Roland B. Williams acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Joanne T. Williams.

Witness my hand and official seal, this the 9 day of May, 2001.



Connie D. Garee
Notary Public

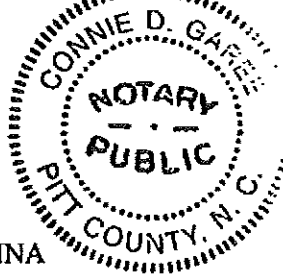
My Commission Expires: 7/22/03

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NORTH CAROLINA
PITT COUNTY

I, Connie D. Garee, a Notary Public of the County and State aforesaid, certify that Troy G. Hardee, Jennifer P. Hardee and Mildred W. Hardee, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 9 day of May, 2001.



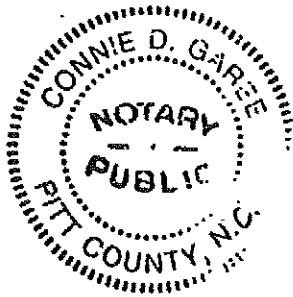
Connie D. Garee
Notary Public

My Commission Expires: 7/22/03

NORTH CAROLINA
PITT COUNTY

I, Connie D. Garee a Notary Public of the County and State aforesaid, certify that Jonathan B. Williams, Manager of Williams & Hill Builders, LLC., personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 9 day of May, 2001.



Connie D. Garee
Notary Public

My Commission Expires: 7/22/03

NORTH CAROLINA: Pitt County
The foregoing certificate(s) of

Connie D. Garee

Notary(ies) Public is (are) certified to be correct. Filed for registration at 1:39 o'clock P M. this 10 day of May 20 01

JUDY J. TART, Register of Deeds
By Judith S. Lawrence
Assistant/Deputy Register of Deeds