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FORSYTH CO, NC FEE \$17.00

PRESENTED & RECORDED:

04-25-2007 03:52 PM

DICKIE C WOOD

REGISTER OF DEEDS

By: MARY D CALDWELL DPTY

BK: RE 2747

PG: 2839-2840

original to Crystal Davis

North Carolina)

Forsyth County)

Declaration of Reciprocal Easements

THIS DECLARATION, made and entered into this 25 day of April, 2007, by **Q3 Development, LLC.**, a North Carolina limited liability corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract or parcel of land more particularly described as Lots 1 through 8 of the **Q3 Development subdivision**, as the same are shown on a plat recorded at **Book 51, Page 61**, Forsyth County Registry; and

WHEREAS, it is believed that there may be some encroachment of the underground septic lines and septic tanks of some lots upon the property belonging to adjacent lots.

WHEREAS, it is for the mutual benefit of all owners present and future in said subdivision, for Declarant to subject said lots as referenced hereinabove to the following Reciprocal Easements;

NOW, THEREFORE, Declarant does hereby declare that all of the properties referred to above shall be held, sold and conveyed subject to the following easements which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, for the term set forth below, and shall inure to the benefit of each holder thereof.

1. Declarant does hereby give, grant, and convey to the owner of each individual lot, and their successors and assigns, the right and easement to encroach upon the immediately adjacent lots for the purpose of allowing the ongoing existence of and future maintenance of such septic lines and septic tanks as are in place at the time of the execution of this Declaration.

This easement shall include all access reasonably necessary to use, operate, repair and maintain such septic systems.

2. The owner of the burdened property shall refrain from constructing any building, or driveway, or planting any tree that would substantially limit access to the underground septic system. The owner of burdened property shall be responsible for determining the actual location of any easement prior to construction or planting. This shall not however limit the right of the owner of the burdened property to erect a fence.

3. The owner of the property benefited by any easement created by this Declaration shall be fully responsible for the maintenance and preservation of the underground septic system. The owner of the benefited property shall promptly repair any damage, defect or condition of the underground septic system that adversely affects the use or enjoyment of the Burdened property. Any disturbance to the burdened property occasioned by repairs or maintenance of the septic system shall be promptly repaired by the owner of the benefited property. However, the owner of benefited property shall not be responsible for repairs to buildings, driveways or trees constructed or planted in violation of section 2.

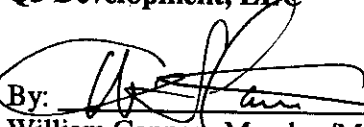
4. Any easements created by this declaration shall endure perpetually unless and until such easement shall be abandoned by the owner of a benefited property converting to a different septic system or connecting to a municipal sewer line.

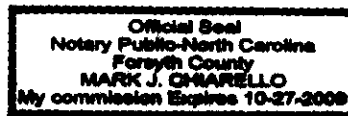
5. Enforcement of these easements shall be by proceedings at law or in equity and may be maintained by the owner of any burdened or benefited property against the owner of the corresponding burdened or benefited property. The aggrieved party shall be entitled to a court order enforcing these easements in addition to any other remedy available at law or equity.

6. Invalidation of any part of this declaration by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce any easement shall not be construed as a waiver of any future enforcement rights.

IN TESTIMONY WHEREOF, said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Q3 Development, LLC

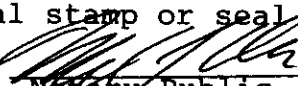
By: 
William Cannon, Member/Manager



State of North Carolina-
County of Forsyth

I, the undersigned Notary Public of the County and State aforesaid, certify that William Cannon personally appeared before me this day and has acknowledged that he is the Member Manager of Q3 Development, LLC and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this 25 day of April, 2007.


Notary Public
My Commission Expires: 10/27/09