

NORTH CAROLINA

GRANVILLE COUNTY

DEED OF LANDSCAPE EASEMENT/MAINTENANCE AGREEMENT

THIS DEED OF LANDSCAPE EASEMENT AND MAINTENANCE AGREEMENT, made and entered into this the 16<sup>th</sup> day of July, 2007 by and between **Garner Road Associates, LLC**, a North Carolina limited liability company, hereinafter referred to as "Grantor", and **Pinnacle Home Builders and Construction Company**, and **Sharpe Home Concepts, Inc.**, hereinafter referred to as "Grantees";

WITNESSETH:

WHEREAS, Grantor and Grantees hereto are the owners of adjoining lots known as **Lots 52 through 57, The Preserve at Smith Creek, Phase 2**, situated in Granville County, North Carolina,

WHEREAS, a landscape area will be designated on Lot 52 of the Preserve at Smith Creek Subdivision, Phase 2;

WHEREAS, Grantees desire that Grantor convey said easement for the purpose of access, use and maintenance of said landscape easement.

NOW, THEREFORE, for and in consideration of the sum of Ten (\$10.00) Dollars in hand paid to the Grantor, the receipt of which is hereby acknowledged, Grantor does hereby give, grant, bargain, sell and convey unto Grantees, its successors and assigns the perpetual easement in and across Grantors property as described hereinabove.

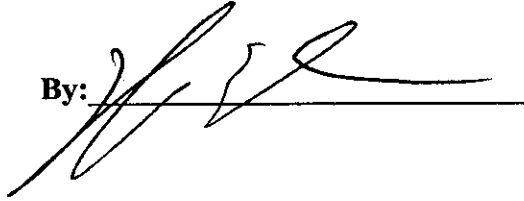
TO HAVE AND TO HOLD the aforesaid easement interest all privileges and rights thereunto belonging to Grantees, their successors and assigns.

AND the easement shall be perpetual and binding upon the successors and assigns of the Grantor. Grantor does hereby warrant that Grantor is vested of the premises in fee; that the same are free from encumbrances except as may be hereinafter stated; and that they will warrant and defend title to the same against the claims of all persons whomsoever;

AND, the owners of Lots 52, 53, 54, 55, 56 and 57 shall meet in March of each year to determine all matters related to the landscape area maintenance including but not limited to continuation of the landscape area, cost of the maintenance, designating an owner in charge of maintenance and collection. Each owner of the abovementioned lots shall have a 1/6 vote in all these matters which vote may be cast in person or by proxy. Each owner shall be responsible for a 1/6 portion of the landscape area maintenance cost.

Sharpe Home Concepts, Inc

By: \_\_\_\_\_



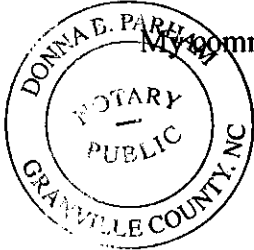
NORTH CAROLINA  
Granville COUNTY

I, Donna B. Parham, a Notary Public of GRANVILLE County, North Carolina, certify that WAYNE SHARPE personally appeared before me this day and acknowledged that he is a President of Sharpe Home Concepts, Inc., a North Carolina limited liability company, and that by authority duly given Wayne Sharpe president acknowledged the execution of the foregoing instrument on behalf of Sharpe Home Concepts, Inc. for purposes therein setout.

Witness my hand and official stamp or seal, this 12 day of July, 2007.

Donna B. Parham  
Notary Public

My commission expires: November 18, 2009



IN WITNESS WHEREOF, Grantor has hereunto set their hands and seals, on the day and year first above written.

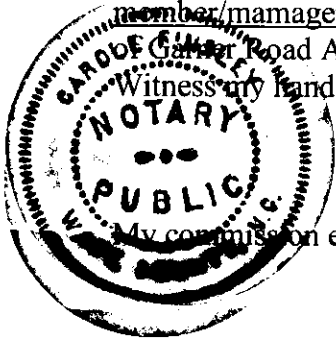
Garner Road Associates, LLC

By: Julie Wright  
\_\_\_\_\_  
, member/manager

NORTH CAROLINA  
WAKE COUNTY

I, Carole Findley, a Notary Public of WAKE County, North Carolina, certify that Julie Wright personally appeared before me this day and acknowledged that he is a member/manager of Garner Road Associates, LLC, a North Carolina limited liability company, and that by authority duly given Julie Wright, as member/manager acknowledged the execution of the foregoing instrument on behalf of Garner Road Associates, LLC. for purposes therein set out.

Witness my hand and official stamp or seal, this 11<sup>th</sup> day of July, 2007.



Carole Findley  
Carole Findley Notary Public

Pinnacle Home Builders and Construction Company

By: Renee McNulty  
\_\_\_\_\_

NORTH CAROLINA  
WAKE COUNTY

I, Wayne Arthur Roper, a Notary Public of Wake County, North Carolina, certify that Renee McNulty personally appeared before me this day and acknowledged that she is a President of Dream Builders International, and Pinnacle Home Builders, a North Carolina corporation, and that by authority duly given her, as President acknowledged the execution of the foregoing instrument on behalf of Dream Builders International, and Pinnacle Home Builders. for purposes therein set out.

Witness my hand and official stamp or seal, this 13<sup>th</sup> day of July, 2007.

My commission expires: 6/8/09

Wayne Arthur Roper  
\_\_\_\_\_  
Notary Public

