

**SHARED DRIVEWAY MAINTENANCE AGREEMENT**

This Shared Driveway Maintenance Agreement (hereinafter referred to as "**AGREEMENT**") is entered into and recorded in connection with the shared driveway at property address\_1117 Turlington Rd. \_\_(hereinafter referred to as "**ROAD**") which provides access from \_\_\_\_\_Turlington Rd\_\_\_\_\_ to the properties set forth below:

[insert all property addresses and legal descriptions here]

- A. *Property Address: 1117 Turlington Rd. Dunn, NC 28334*
- B. *Property Address: 1093 Turlington Rd. Dunn, NC 2834*

(hereinafter referred to collectively as "**PROPERTIES**").

1. **PURPOSE:** The purpose of this **Agreement** is to establish the intent of the owners (hereinafter referred to as "**PARTIES**") of the aforementioned **Properties** to provide for the maintenance and repair of **Road**.
2. **STANDARD OF MAINTENANCE:** The **Parties** hereby agree that maintenance and repairs for **Road** shall be undertaken and made whenever necessary to adequately maintain **Road** in good condition and to allow for the provision of safe access to **Properties** by emergency vehicles.
3. **ALLOCATION OF REPAIR AND MAINTENANCE COSTS:** **Parties** agree to share the expense related to repair and maintenance costs of **Road** on an equal basis, in direct proportion to the number of lots owned by each **Party**.
4. **EFFECTIVE TERM:** This **Agreement** shall create a perpetual covenant, and shall encumber **Properties** and run with the land as long as **Road** remains a shared driveway.
5. **BINDING COVENANT:** This **Agreement** shall be binding on all **Parties**, and their respective beneficiaries, heirs, executors, administrators and assigns.
6. **APPLICABLE LAW:** This **Agreement** shall be governed by the laws of the State of \_\_\_North Carolina\_\_\_\_\_.
7. **SEVERABILITY:** Should any provision of this **Agreement** be deemed invalid or unenforceable, the remainder of the **Agreement** shall not be affected by said determination and shall remain in full force and effect to the extent permitted by law.
8. **RECORDING:** This **Agreement** shall be recorded with the Recorder of Deeds or the equivalent of same in the County in which **Properties** are located.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and as to the Properties set forth below.

[To be signed by all owners as of date of signing. Identified by letter assigned to each property on page 1.]

Property A

Jonathan Michael Guevin  
Signature

Jonathan Michael Guevin  
Name (printed)

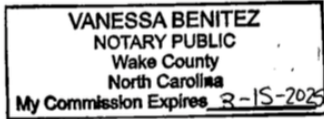
Lizbeth Guevin  
Signature

Lizbeth Guevin  
Name (printed)

STATE OF North Carolina )  
 )  
COUNTY OF Haynett )

On this 5 day of December, 2021, before me, the undersigned, a Notary Public in and for said County and State, came Jonathan M. Guevin Lizbeth Guevin [insert names of all owners of property A], a [single / married] person who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same as his/her free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



Notary Public Vanessa Benitez  
Vanessa Benitez  
My Appointment Expires: 3-15-2025

Property B

Tiffany M Dye  
Signature

\_\_\_\_\_  
Signature

Tiffany M Dye  
Name (printed)

\_\_\_\_\_  
Name (printed)

STATE OF N. Carolina

COUNTY OF Harnett

On this 4 day of December 2021 before me, the undersigned, a Notary Public in and for said County and State, came Tiffany M. Dye a (single) / married] person who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same as his/her free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written



Notary Public Yvonne W. Johnson  
My Appointment Expires: 4.5.22