

IRREGULAR FORM TOP MARGIN pg 16

FOR MULTIPLE PIN SHEET
SEE BOOK 2914 PAGE 42-43

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Book 2914, Page 44 - 66
Joyce H. Pearson
Register of Deeds,
Orange County, N. C.

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NORTH CAROLINA

ORANGE COUNTY

**MODIFICATION AND RESTATEMENT OF DECLARATION
OF RESTRICTIONS AND PROVISIONS FOR PRIVATE
ROAD MAINTENANCE FOR TREE FARM ROAD (PRIVATE)
AND HARTWELL POND RD. (PRIVATE) AND RUBY SYKES
LANE (PRIVATE) AND AN UNNAMED 60' PRIVATE
EASEMENT LEADING FROM TREE FARM ROAD
(PRIVATE) TO RUBY SYKES LANE (PRIVATE)**

This Modification and Restatement dated January 13, 2003, is entered into by John W. Hartwell and wife, Patricia H. Hartwell (hereinafter jointly and severally referred to as Hartwell) and Land Ventures I, LLC, a North Carolina limited liability company (hereinafter referred to as Land Ventures) and Rachel H. Monschein and Gregory Allen Monschein (hereinafter referred to as Monschein) and Daniel L. Dunn and Natalie W. Dunn (hereinafter referred to as Dunn), and Hadley Jean Hartwell (single) (hereinafter referred to as Hadley Jean Hartwell).

Currently there exists two similar agreements concerning road maintenance recorded in Book 1006, page 539 and Book 1006, page 548. The roads covered by these agreements interconnect and there may be mutual benefits obtainable by having common maintenance. The modifications to each of the two prior agreements recorded in Book 1006, page 539 and Book 1006, page 548 are contained herein. The prior agreements as modified are restated in this document so that owners may refer to this document for the agreements, rather than having to refer to a prior agreement and an agreement of modification.

PART 1 - PERTAINING TO TREE FARM ROAD (PRIVATE)

The parties have entered an agreement entitled "Modification of Easements For Tree Farm Road (Private) and Hartwell Pond Road (Private)" (hereinafter Modification of Easements) dated January 13, 2003, recorded in Book 2914, page 15 changing the location of a portion of Tree Farm Road (private) and a portion of Hartwell Pond Road (private).

WHEREAS, Declarants Hartwell and Land Ventures are owners of the real properties described in Article I below; and

WHEREAS, the said properties will have access to State Road 1199, Tree Farm Road, via a private road shown on the plat hereinafter referred to, said private road being known as Tree Farm Road (private), the same being a sixty (60) foot private road; and

WHEREAS, Declarants Hartwell, Land Ventures, Monschein, and Dunn by this Private Road Maintenance Agreement and Declaration of Restrictions wish to bind themselves, their heirs, successors, and assigns to provide all owners of any portion of said property owned by Declarants described in this Modification and Restatement perpetual ingress, egress, and regress to State Road 1199, Tree Farm Road; and

WHEREAS, Declarants Hartwell, Land Ventures, Monschein, and Dunn by this Maintenance Agreement and Declaration of Restrictions, wish to bind themselves, their successors and assigns to provide for maintenance of said private road until such time as the said private road is accepted by the State of North Carolina or other governmental unit for maintenance;

NOW, THEREFORE, Declarants agree for themselves and with any and all persons, firms, or corporations hereafter acquiring any of the property described in this Modification and Restatement, that the same shall be subject to the following restrictions, conditions, and covenants relating to the use and occupancy thereof, which restrictions, conditions, and covenants shall run with the said property and inure to the benefit of and be binding upon the heirs, successors, and assigns of Declarants and other acquiring parties and persons.

Articles I through IX of the original declaration recorded in Book 1006, page 539 are superceded and the new Articles I through IX as modified and restated are set forth below in this Part 1.

ARTICLE I

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The real property which is, and shall be, transferred, sold, and conveyed subject to the protective and restrictive covenants set forth in the various Articles of this Modification and Restatement is located in Bingham Township, Orange County, North Carolina, and is more particularly described as follows:

Hartwell owns a 27.73 acres Tract shown as 1 U on Plat Book 91, page 111 (TM 6.4..48 and PIN 9852-38-9484), and Land Ventures owns the 10.01 acre tract shown in Plat Book 59, page 85 (TM 6.4..19B and PIN 9852-38-3364) and the 242.11 acres tract described in Deed Book 510, page 378 (TM 6.4.23 and PIN 9852-08-8143) and the 108 acres tract described in Book 2557, page 565 (TM 6.4..23 and PIN 9852-38-3364).

Monschein owns 10.20 acres which is shown as Tract 1A of Plat Book 79, page 169. It has a PIN of 9852-36-3666 and is shown on Orange County Tax Map 6.4..19.

Dunn owns 13 acres which is shown as Tract 1B on map recorded at Plat Book 83, page 112. It has a PIN of 9852-46-2863 and is shown on Orange County Tax Map 6.4..19A.

Hartwell owns a four-fifths undivided interest and Hadley Jean Hartwell owns a one-fifth undivided interest in a 10.01 acre tract shown as 1 C on Plat Book 91, page 111 (TM 6.4..46 and PIN 9852-37-3622).

ARTICLE II

The private road covered by these covenants is described as follows:

Begin at a point in the center line of State Road 1199 at its western terminus and run along a curve to the right having a radius of 400.00 feet an arc length of 62.45 feet to a point in the east property line of the 10.01 acre tract shown on Plat Book 59, page 85; thence into the 10.01 acre tract along a curve to the right having a radius of 400.00 feet an arc distance of 78.41 feet to the point where the centerline of this extension of Tree Farm Road to the west intersects with the centerline of Hartwell Pond Road coming from the south; thence continue with the centerline of the westward private extension of Tree Farm Road along a curve to the right having a radius of 400.00 feet an arc length of 25 feet to where the west side of the private right-of-way for Hartwell Farm Road

intersects with the centerline of this westward extension of the private right-of-way for Tree Farm Road. This describes the centerline of the 60 foot wide westward extension of the private right-of-way for Tree Farm Road from State Road 1199 to where the west side of the private right-of-way of Hartwell Pond Road intersects.

ARTICLE III

Declarants Hartwell, so long as they shall be record owners of any part of the aforesaid Tract 1 U, shall be responsible for the organization of the maintenance of said private road as herein provided. Should Hartwell be unavailable or unwilling to organize the maintenance, then Land Ventures may organize the maintenance. Thereafter, the responsibility for organizing the maintenance shall be borne by a party selected by the owners of the property described in Article 1 above, voting according to the point system set forth in Article IV below.

All owners of any part of the aforesaid tracts of property herein referred to shall be responsible for the cost of such maintenance as herein provided, except in the case of specific damages caused to such road by one or more specific owners, in which case those causing such damage shall be solely responsible for the repairs.

ARTICLE IV

Each record owner of any part of the aforesaid tracts of property described in Article I, shall bear on a pro-rata basis the cost of maintaining said private road, this being each owner's pro-rata share for grading costs, gravel, or rock hauled in to fill ruts, holes, and washed out sections; necessary replacement of, or additional drainage culverts; or repair of tar and gravel or of asphalt surfacing. Written notice of all proposed maintenance shall be made to all owners of record at their last known address.

The portion of Tree Farm Road (private) covered by this Declaration shall be maintained to Class C standards as prescribed by Orange County now and as the same may be revised from time to time. Maintenance and repairs necessary to keep the said road to Class C standards shall be approved by a majority of the votes cast with respect to the proposed maintenance provided that for this purpose each owner shall have one vote for each "point" assigned to his property. Each owner's pro-rata share of the maintenance costs of said private road shall be computed by a point system whereby one point is assigned per lot and three points for each dwelling unit. Each

owner's pro-rated share of the maintenance cost of the said private road shall be due and owing to whomever takes the responsibility for maintenance of said roads to be paid within thirty (30) days of the work being completed, if not sooner paid. If not paid by that time, the said costs may be reduced to a judgment and shall become a lien on the land of the defaulting owner.

ARTICLE V

In the event that the said private road is extended within the aforesaid property, the costs of maintaining such extensions shall be borne by all the owners of the said property who need and/or use such extension for access to their respective properties on the point system set forth above, provided, however, that the initial costs of constructing any extension of the road shall be borne solely by the owners of the portion of said property acquiring access because of said road extension as they may agree, or if they do not agree, then by the same point system as set out above.

ARTICLE VI

In the event Orange County or any other governmental body, as a condition to the approval of any further subdivision of the property described in Article I, requires said private road(s) to be upgraded above a Class C standard or to be publicly dedicated and constructed to Department of Transportation standards, then, in that event, Declarants and all persons taking title to the property described in Article I shall be responsible for maintenance and the costs of maintenance of the upgraded road to the new standard on the point system described in Article IV. Provided, however, that the initial cost of constructing the road or any portion of the road to a higher standard or standards shall be borne solely by the owners of the portion of said property, the subdivision of which requires that the road or any portion of it be upgraded. The cost of upgrading the road or any portion of it to a higher standard shall be borne solely by the owners of the portion of said property who need the road to be upgraded as they may agree, or if they do not agree, then those owners will share the cost by the point system described in Article IV. In the event public dedication of the said private road/roads or any extension of the private road/roads or portion thereof is required by any government unit, Declarants and all persons taking title to the aforesaid property from and through Declarants shall publicly dedicate the portion of said road/roads required to be dedicated.

ARTICLE VII

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Any owner can upgrade or build roads on his, her, or its lands to a Class C Standard or above a Class C Standard. Any owner can dedicate to the public a road on his, her, or its land. Either Hartwell or Land Ventures can upgrade the portion of Tree Farm Road (private) that runs from the west right-of-way of Hartwell Pond Road eastward to State Road #1199 above a Class C Standard or dedicate to the public that portion of Tree Farm Road (private).

Should Hartwell and Land Ventures mutually agree on an upgrade or dedication, then both will take the necessary actions to upgrade or dedicate and pay for those expenses. Should either Hartwell or Land Ventures alone desire to do an upgrade or dedication, then the initiating and acting party will be responsible for the upgrade or dedication and to pay for those expenses; and the non-initiating party will cooperate by signing the map or other certification necessary to evidence dedication to the public.

This upgrade of a road or dedication to the public can occur even though such upgrade or dedication to the public is not required by a government unit as set forth in Article VI. In the event of the building of new roads or upgrade or dedication of roads, the owners and their successors in title and interest to any of the property described herein shall remain responsible for road maintenance as herein provided until such time as the road/roads dedicated are maintained by the North Carolina Department of Transportation or other government unit.

ARTICLE VIII

This Agreement shall run with and be appurtenant to the land and shall be binding upon the heirs, successors, and assigns of each record owner of the aforesaid property.

ARTICLE IX

This Agreement shall remain in full force and effect until such time as said road or any portion thereof is taken over by the North Carolina Department of Transportation or other government unit for maintenance purposes, and as to any portion of said road not so taken over shall remain in full force and effect for the purposes herein stated.

PART 2 - PERTAINING TO HARTWELL POND ROAD (PRIVATE)

In the (Extension of) Easement dated December 19, 1997, the 50 foot wide easement leading south from Tree Farm Road (private) was referred to as "Tree Farm Road Extension." The road leading south from Tree Farm Road (private) is now named Hartwell Pond Road (private). The (Extension of) Easement provided that the extension of Tree Farm Road Extension which is now named Hartwell Pond Road (private) was to be considered an extension of such road under Article V of the Declaration of Restrictions and provisions for Private Road Maintenance - Tree Farm Road Extension recorded in Book 1006, page 539, Orange County Registry, and the construction and maintenance of the extension described therein which is now referred to as Hartwell Pond Road (private) shall be governed by such Declaration.

The agreement in Book 1006, page 539 is being modified and restated in this Agreement and henceforth Hartwell, Monschien, Dunn, and Hadley Jean Hartwell will abide by the modified and restated version of Book 1006, page 539 set forth above in Part 1 for the agreements concerning maintenance, upgrade, dedication, or further extension of Hartwell Pond Road (private).

The owners along Hartwell Pond Road (private) who make use of the road for access to their property will be responsible for its maintenance. Land Ventures and its successors and assigns has no responsibility for maintenance of Hartwell Pond Road.

By an instrument entitled Modification of Easements for Tree Farm Road (private) and Hartwell Pond Road (private) dated January 13, 2003 recorded in Book 2914, page 15, the alignment of Hartwell Pond Road (private) was adjusted so that it would be more of a right angle intersection with Tree Farm Road (private). For a legal description of the realigned portion of Hartwell Pond Road (private) where it intersects with Tree Farm Road (private) see the Modification of Easements referred to in this paragraph or the S.D. Puckett and Associates map attached as an exhibit to this Agreement.

PART THREE - RUBY SYKES LANE (PRIVATE) AND UNNAMED 60' PRIVATE EASEMENT

WHEREAS, Hartwell owns a 27.73 acres Tract shown as 1 U on Plat Book 91, page 111 (TM 6.4..48 and PIN 9852-38-9484) and Land Ventures owns the 10.01 acre tract shown in Plat Book 59, page 85 (TM 6.4..19B and PIN 9852-38-3364) and the 242.11 acres tract described in Deed Book 510, page 378 (TM 6.4.23 and PIN

9852-08-8143) and the 108 acres tract described in Book 2557, page 565 (TM 6.4..23 and PIN 9852-38-3364);
and

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WHEREAS, there is an existing Declaration of Restrictions and Provisions for Private Road Maintenance Ruby Sykes Lane Agreement recorded in Book 1006, Page 548 (hereinafter Maintenance Agreement).

WHEREAS, the parties by a Modification of Easement for Ruby Sykes Lane (private) (hereinafter Modification of Easement) have abandoned and relinquished rights to use Ruby Sykes Lane as shown in Plat Book 59, page 85 and have relocated their way of access. Reference is made to the Modification of Easement dated January 13, 2003 for the descriptions of the new easements from Land Ventures to Hartwell recorded in Book 2914, page 32, that take the place of former Ruby Sykes Lane shown in Plat Book 59, page 85.

WHEREAS, Declarants Hartwell and Land Ventures by this Private Road Maintenance Agreement and Declaration of Restrictions wish to bind themselves, their heirs, successors and assigns to provide all owners of any portion of said property owned by Declarants Hartwell and Land Ventures perpetual ingress, egress, and regress to State Road 1199, via Tree Farm Road (private) and Ruby Sykes Lane and an unnamed 60 foot easement as described below; and

WHEREAS, Declarants Hartwell and Land Ventures by this Maintenance Agreement and Declaration of Restrictions, wish to bind themselves, their successors and assigns to provide for maintenance of said private roads until such time as the said private roads are accepted by the State of North Carolina or other governmental unit for maintenance;

NOW, THEREFORE, Declarants Hartwell and Land Ventures agree for themselves and with any and all persons, firms, or corporations hereafter acquiring any of the property described in Article I below, that the same shall be subject to the following restrictions, conditions and covenants relating to the use and occupancy thereof, which restrictions, conditions and covenants shall run with the said property and inure to the benefit of and be binding upon their heirs, successors, and assigns of Declarants and other acquiring parties and persons.

Articles I through IX of the original declaration recorded in Book 1006, page 548 are superceded and replaced by the following modified and restated Articles I through IX.

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<u>ARTICLE I</u>	2914	52

The real property which is, and shall be transferred, sold, and conveyed subject to the protective and restrictive covenants set forth in the various articles of this Modification and Restatement Agreement is located in Bingham Township, Orange County, North Carolina, and is more particularly described as follows:

Hartwell owns a 27.73 acres Tract shown as 1 U on Plat Book 99, page 111 (TM 6.4..48 and PIN 9852-38-9484) and land Ventures owns the 10.01 acre tract shown in Plat Book 59, page 85 (TM 6.4..19B and PIN 9852-38-3364) and the 242.11 acres tract described in Deed Book 510, page 378 (TM 6.4.23 and PIN 9852-08-8143) and the 108 acres tract described in Book 2557, page 565 (TM 6.4..23 and PIN 9852-38-3364).

ARTICLE II

The private roads covered by these covenants are described as follows:

The "Unnamed 60' Private Easement" Segment. When Tree Farm Road (private) reaches the west line of the 10.011 acre tract (same tract as shown with 10.01 acres in Plat Book 59, page 85), then the easement changes direction and runs North along the west side of the west property line of the 10.011 acre Tract A along a strip of land 60 feet wide (within the 242.11 acre tract) as shown on a map recorded in Plat Book 10, page 31. This 60 foot wide strip of land is shown on the map by S.D. Puckett & Associates referred to below as "Unnamed 60' Private Easement".

"The Ruby Sykes Lane" Segment. A non-exclusive, permanent easement 30 feet in width that runs from the point on the west line of the 10.011 acre Tract A that is North 02° 30' 10" East 576.54 feet from the centerline of Tree Farm Road (private) where said west line intersects the center line of Tree Farm Road (private) and run thence North 32° 02' 17" East perhaps 140 feet or so to the South line of a 150 foot wide Duke Power Company transmission line as shown on the map of 10.011 acres Tract A. This Easement is 30 feet wide and is parallel with the line in the Northwest corner of the 10.011 acres Tract A that has a bearing of North 32° 02' 17" East and a distance of 123.54 feet. This Easement burdens the 10.011 acre Tract A and benefits Hartwell Tract 1 U containing 27.73 acres; both of which are more particularly described above.

ARTICLE III

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Declarants Hartwell, so long as they shall be record owners of any part of the aforesaid Tract 1 U, shall be responsible for the organization of the maintenance of said private road as herein provided. Should Hartwell be unavailable or unwilling to organize the maintenance, then Land Ventures may organize the maintenance. Thereafter, the responsibility for organizing the maintenance shall be borne by a party selected by the owners of the property described in Article I above, voting according to the point system set forth in Article IV below.

All owners of any part of the aforesaid tracts of property herein referred to shall be responsible for the cost of such maintenance as herein provided, except in the case of specific damages caused to such road by one or more specific owners, in which case those causing such damage shall be solely responsible for the repairs.

ARTICLE IV

Hartwell will be responsible for the maintenance of the 60 foot wide easement running North from the north side of Tree Farm Road (private) shown on the Puckett map as Unnamed 60' Private Easement and the 30 foot wide easement extending across a northwest corner of the 10.011 acres Tract A shown on the Puckett map as Ruby Sykes Ln. (private), this being the cost for grading, gravel, or rock hauled in to fill ruts, holes, and washed out sections; necessary replacement of or additional drainage culverts; or repair of tar and gravel or of asphalt surfacing. Until such time as Land Ventures uses the 60 foot wide easement running North which is shown on the attached map as, Unnamed 60' Private Easement, or the 30 foot wide easement, Ruby Sykes Ln., it shall bear no responsibility to share in maintenance costs for those roadways. Should Land Ventures begin usage of the easements on any type of sustained basis, then it will share the maintenance costs equally with Hartwell. Should others begin using the easements, then the maintenance will be based on the formula shown in the paragraph of Article IV recorded in Deed Book 1006, page 548, which is restated below. Written notice of all proposed maintenance shall be made to all owners of record abutting the roads and subject to this Agreement and to Hartwell at their last known address.

Land Ventures or a successor in title to Land Ventures for lots adjoining the Unnamed 60' Private Easement or Ruby Sykes Lane (private) may choose to use those roadway easements for ingress and egress access. It is agreed that such an owner could connect a driveway to the road constructed in the easement or if the need for

a driveway occurs prior to construction of a road in the easement, said owner could construct a driveway within the easement, provided that when the road is later built, the owner would then be deemed to have abandoned the driveway location and will subsequently use the road for access in lieu of the earlier driveway. An owner who may have previously constructed a driveway, may have to realign where his or her driveway adjoins the newly constructed road at his or her own expense.

Such an owner may also use the easement area for installation and maintenance of utilities, provided that Land Ventures and Hartwell approve the location of the utility lines if installation is needed prior to the establishment of an owner's association that is providing for road maintenance. After such owner's association is active in road maintenance, then the owner's association board of directors would be the body to approve or disapprove such location rather than Land Ventures or Hartwell. Criteria for approval would be that the utility installation and maintenance is compatible with safe and efficient roadway usage and does not unduly interfere with the primary purpose of the easement to serve as a roadway.

The unnamed 60 foot private easement and the 30 foot wide easement for Ruby Sykes Lane covered by this Declaration once they are constructed, shall be maintained to Class C standards as prescribed by Orange County now and as the same may be revised from time to time. Maintenance and repairs necessary to keep the said road to Class C standards shall be approved by a majority of the votes cast with respect to the proposed maintenance provided that for this purpose each owner shall have one vote for each "point" assigned to his property. Each owner's pro-rata share of the maintenance costs of said private road shall be computed by a point system whereby one point is assigned per lot and three points for each dwelling unit. Each owner's pro-rated share of the maintenance cost of the said private road shall be due and owing to whomever takes the responsibility for maintenance of said roads, to be paid within thirty (30) days of the work being completed, if not sooner paid. If not paid by that time, the said costs may be reduced to a judgment and shall become a lien on the land of the defaulting owner.

ARTICLE V

In the event that the said private roads are extended within the aforesaid property, the costs of maintaining such extensions shall be borne by all the owners of the said property who need and/or use such extension for

access to their respective properties on the point system set forth above, provided, however, that the initial costs of constructing any extension of the road shall be borne solely by the owners of the portion of said property acquiring access because of said road extension as they may agree, or if they do not agree, then by the same point system as set out above.

ARTICLE VI

In the event Orange County or any other governmental body, as a condition to the approval of any further subdivision of the property described in Article I, requires said private road(s) to be upgraded above a Class C standard or to be publicly dedicated and constructed to Department of Transportation standards, then, in that event, Declarants and all persons taking title to the property described in Article I shall be responsible for maintenance and the costs of maintenance of the upgraded road to the new standard on the point system described in Article IV. Provided, however, that the initial cost of constructing the road or any portion of the road to a higher standard or standards shall be borne solely by the owners of the portion of said property, the subdivision of which requires that the road or any portion of it be upgraded. The cost of upgrading the road or any portion of it to a higher standard shall be borne solely by the owners of the portion of said property who need the road to be upgraded as they may agree, or if they do not agree, then those owners will share the cost by the point system described in Article IV. In the event public dedication of the said private road/roads or any extension of the private road/roads or portion thereof is required by any government unit, Declarants and all persons taking title to the aforesaid property from and through Declarants shall publicly dedicate the portion of said road/roads required to be dedicated.

ARTICLE VII

Any owner can upgrade or build roads on his, her, or its lands to a Class C Standard or above a Class C Standard. Any owner can dedicate to the public a road on his, her, or its land. Either Hartwell or Land Ventures can upgrade the Unnamed 60' Road Easement or Ruby Sykes Lane (private) above a Class C Standard or dedicate one or both of said road easements to the public.

Should Hartwell and Land Ventures mutually agree on an upgrade or dedication, then both will take the necessary actions to upgrade or dedicate and pay for those expenses. Should either Hartwell or Land Ventures alone desire to do an upgrade or dedication, then the initiating and acting party will be responsible for the upgrade or dedication and to pay for those expenses; and the non-initiating party will cooperate by signing the map or other certification necessary to evidence dedication to the public.

This upgrade of a road or dedication to the public can occur even though such upgrade or dedication to the public is not required by a government unit as set forth in Article VI. In the event of the building of new roads or upgrade or dedication of roads, the owners and their successors in title and interest to any of the property described herein shall remain responsible for road maintenance as herein provided until such time as the road/roads dedicated are maintained by the North Carolina Department of Transportation or other government unit.

ARTICLE VIII

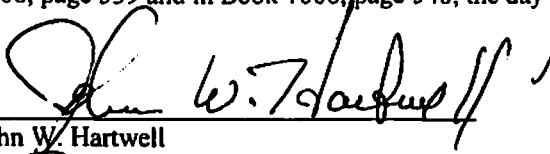
This Agreement shall run with and be appurtenant to the land and shall be binding upon the heirs, successors, and assigns of each record owner of the aforesaid property.

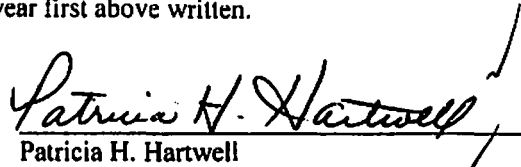
ARTICLE IX

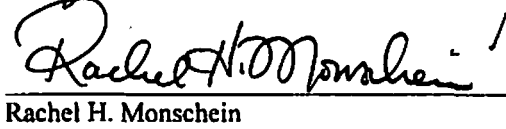
This Agreement shall remain in full force and effect until such time as said road or any portion thereof is taken over by the North Carolina Department of Transportation or other government unit for maintenance purposes, and as to any portion of said road not so take over shall remain in full force and effect for the purposes herein stated.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have signed this Modification of Declaration recorded in Book 1006, page 539 and in Book 1006, page 548, the day and year first above written.

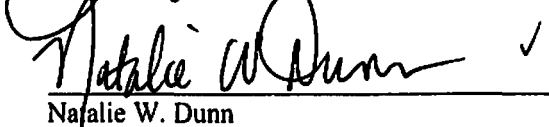

John W. Hartwell


Patricia H. Hartwell


Rachel H. Monschein



Gregory Allen Monschein


Daniel L. Dunn

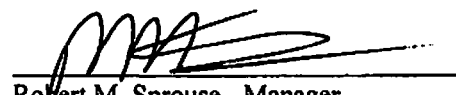

Natalie W. Dunn

Hadley Jean Hartwell


LAND VENTURES I, LLC

By: 
Ernest Terrell - Manager

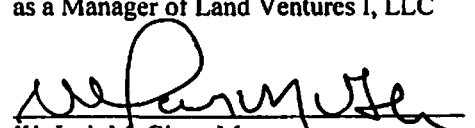
LAND VENTURES I, LLC

By: 
Robert M. Sprouse - Manager

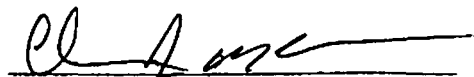
FLAT RIVER PROPERTIES, INC.
as a Manager of Land Ventures I, LLC

By: 
Mark O'Neal, President

TICON PROPERTIES, LLC
as a Manager of Land Ventures I, LLC

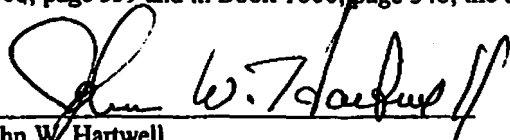
By: 
W. Jack McGhee, Manager

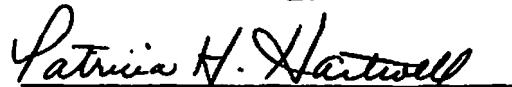
CJ McGHEE, LLC
as a Manager of Land Ventures I, LLC

By: 
Christopher J. McGhee, Manager

IN WITNESS WHEREOF, the parties have signed this Modification of Declaration recorded in Book 1006, page 539 and in Book 1006, page 548, the day and year first above written.

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John W. Hartwell


Patricia H. Hartwell

Rachel H. Monschein

Gregory Allen Monschein

Daniel L. Dunn

Natalie W. Dunn


Hadley Jean Hartwell

LAND VENTURES I, LLC

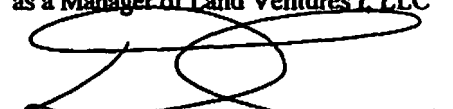
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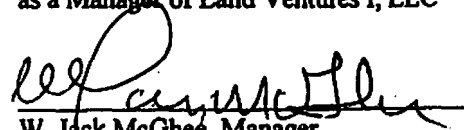
By: 
Ernest Terrell - Manager

By: 
Robert M. Sprouse - Manager

FLAT RIVER PROPERTIES, INC.
as a Manager of Land Ventures I, LLC

TICON PROPERTIES, LLC
as a Manager of Land Ventures I, LLC

By: 
Mark O'Neal, President

By: 
W. Jack McGhee, Manager

CJ McGHEE, LLC
as a Manager of Land Ventures I, LLC

By: 
Christopher J. McGhee, Manager

COMMONWEALTH OF AUSTRALIA
STATE OF NEW SOUTH WALES
CITY OF SYDNEY
CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA } S.S.

UNITED STATES OF AMERICA, CONSULATE

I, William D. Douglass (name of consular official), a Consul (title of consular official) of the United States of America, certify that John W. Hartwell and wife, Patricia H. Hartwell personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 31st day of January, 2003.

William D. Douglass
(official signature) William D. Douglass
Consul
American Consulate General
Title: Sydney, Australia



STATE OF NORTH CAROLINA, COUNTY OF DURHAM

I, MARK E. MICOL, a Notary Public of DURHAM County and State aforesaid, certify that Gregory Allen Monschein and Wife, Rachel H. Monschein personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 24th day of FEBRUARY, 2003.

Mark E. Micol
Notary Public

5-17-2004
My Commission Expires

STATE OF NORTH CAROLINA, COUNTY OF DURHAM

I, MARK E. MICOL, a Notary Public of DURHAM County and State aforesaid, certify that Daniel L. Dunn and Wife, Natalie W. Dunn personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 24th day of FEBRUARY, 2003.

Mark E. Micol
Notary Public

5-17-2004
My Commission Expires

STATE OF NORTH CAROLINA, COUNTY OF ORANGE

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I, _____, a Notary Public of _____ County and State aforesaid, certify that Hadley Jean Hartwell personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this _____ day of _____, 2003.

Notary Public

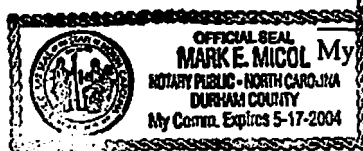
My Commission Expires

STATE OF NORTH CAROLINA, COUNTY OF DURHAM

I, MARK E. MICOL, a Notary Public of DURHAM County, do hereby certify that Ernest Terrell personally came before me this day and acknowledged that he is a Manager of Land Ventures I, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of the LLC, the foregoing instrument was signed in its name by him.

Witness my hand and official stamp or seal, this 20th day of FEBRUARY, 2003.

Mark E. Micol
Notary Public



5-17-2004
My Commission Expires

STATE OF NORTH CAROLINA, COUNTY OF DURHAM

I, MARK E. MICOL, a Notary Public of DURHAM County, do hereby certify that Robert M. Sprouse personally came before me this day and acknowledged that he is a Manager of Land Ventures I, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of the LLC, the foregoing instrument was signed in its name by him.

Witness my hand and official stamp or seal, this 20th day of FEBRUARY, 2003.

Mark E. Micol
Notary Public



5-17-2004
My Commission Expires

STATE OF NORTH CAROLINA, COUNTY OF DURHAM

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I, MARK E. MICOL, a Notary Public of DURHAM County, State of North Carolina, do hereby certify that Mark O'Neal, personally came before me this day and acknowledged that he is the President of Flat River Properties, Inc., manager of Land Ventures I, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the corporation, as manager of Land Ventures I, LLC, the foregoing instrument was signed in its name by him.

Witness my hand and official stamp or seal, this 25th day of FEBRUARY, 2003.

Mark E. Micol
Notary Public

5-17-2004
My Commission Expires



STATE OF NORTH CAROLINA, COUNTY OF DURHAM

I, MARK E. MICOL, a Notary Public of DURHAM County, State of North Carolina, do hereby certify that W. Jack McGhee, personally came before me this day and acknowledged that he is manager of Ticon Properties, LLC, manager of Land Ventures I, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the corporation, as manager Ticon Properties, LLC, as manager of Land Ventures I, LLC, the foregoing instrument was signed in its name by him.

Witness my hand and official stamp or seal, this 20th day of FEBRUARY, 2003.

Mark E. Micol
Notary Public



5-17-2004
My Commission Expires

STATE OF NORTH CAROLINA, COUNTY OF DURHAM

I, MARK E. MICOL, a Notary Public of DURHAM County, State of North Carolina, do hereby certify that Christopher J. McGhee personally came before me this day and acknowledged that he is the Manager of CJ McGhee, LLC, manager of Land Ventures I, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the LLC, as manager of Land Ventures I, LLC, the foregoing instrument was signed in its name by him.

Witness my hand and official stamp or seal, this 20th day of FEBRUARY, 2003.

Mark E. Micol
Notary Public



5-17-2004
My Commission Expires

I, Virginia D. Grunetz, a Notary Public of Chittenden County and State
aforesaid, certify that Hadley Jean Hartwell personally appeared before me this day and acknowledged the
execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 3rd day of March, 2003.

Virginia D. Grunetz
Notary Public

Feb. 10, 2003
My Commission Expires

STATE OF NORTH CAROLINA, COUNTY OF DURHAM

I, MARK E. MICOL, a Notary Public of DURHAM County, do hereby
certify that Ernest Terrell personally came before me this day and acknowledged that he is a Manager of Land
Ventures I, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of
the LLC, the foregoing instrument was signed in its name by him.

Witness my hand and official stamp or seal, this 20th day of FEBRUARY, 2003.

Mark E. Micol
Notary Public



5-17-2004
My Commission Expires

STATE OF NORTH CAROLINA, COUNTY OF DURHAM

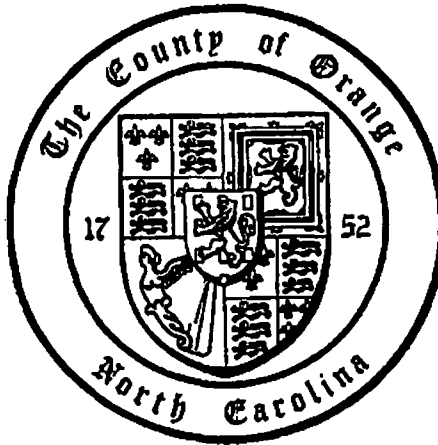
I, MARK E. MICOL, a Notary Public of DURHAM County, do hereby
certify that Robert M. Sprouse personally came before me this day and acknowledged that he is a Manager of Land
Ventures I, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of
the LLC, the foregoing instrument was signed in its name by him.

Witness my hand and official stamp or seal, this 20th day of FEBRUARY, 2003.

Mark E. Micol
Notary Public



5-17-2004
My Commission Expires



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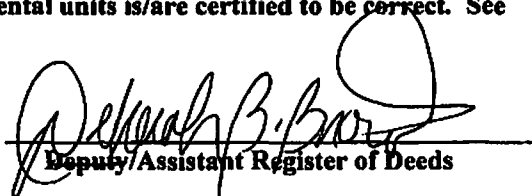
Joyce H. Pearson
Register of Deeds
Orange County
North Carolina

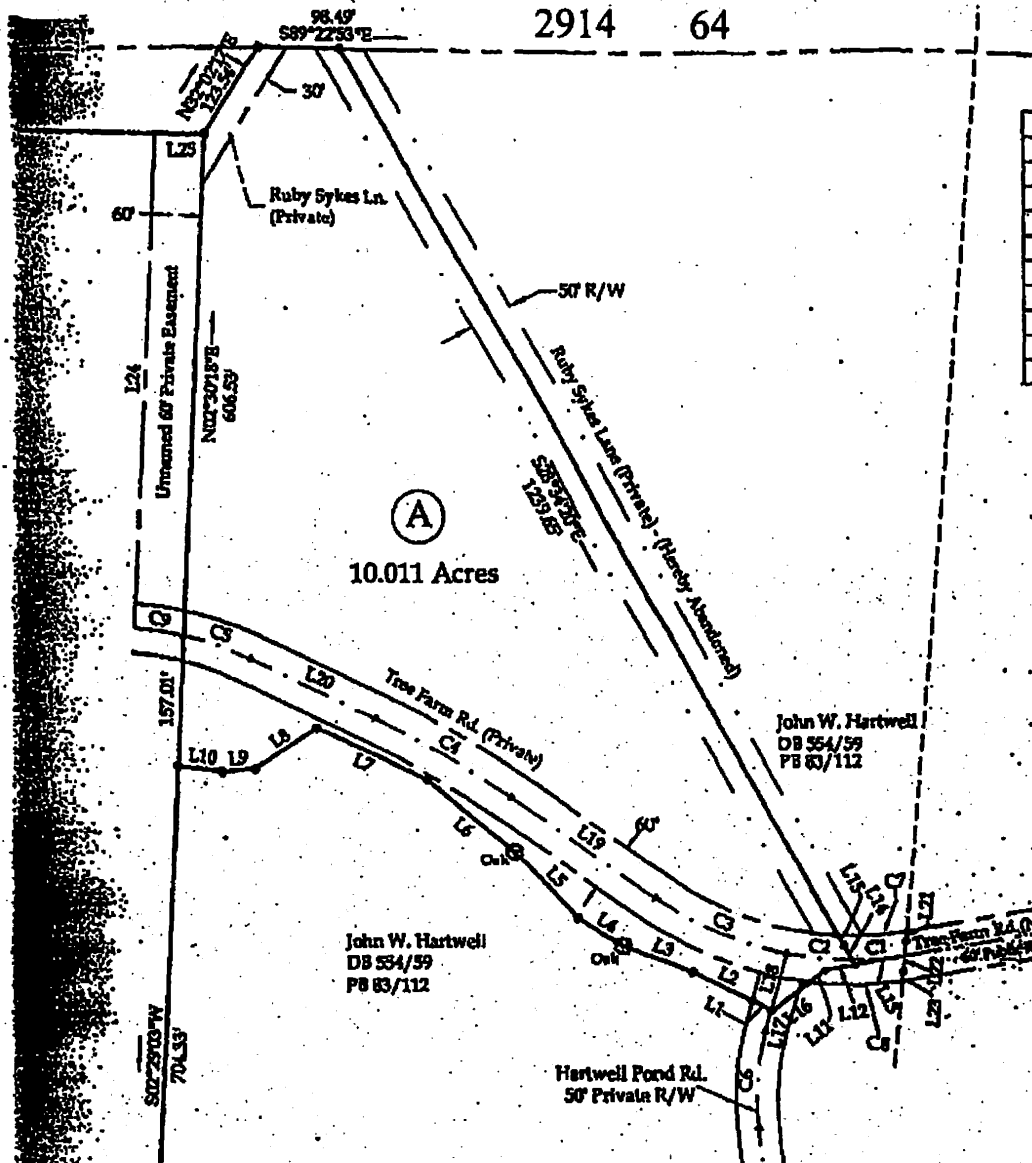
State of North Carolina, County of Orange

The foregoing certificate/s of only William D. Douglass, Consul and Mark E. Micol,
Notary/Notaries Public for the Designated Governmental units is/are certified to be correct. See
filing certificate herein.

This day March 6, 2003

JOYCE H. PEARSON, REGISTER OF DEEDS By:


Deputy Assistant Register of Deeds



This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

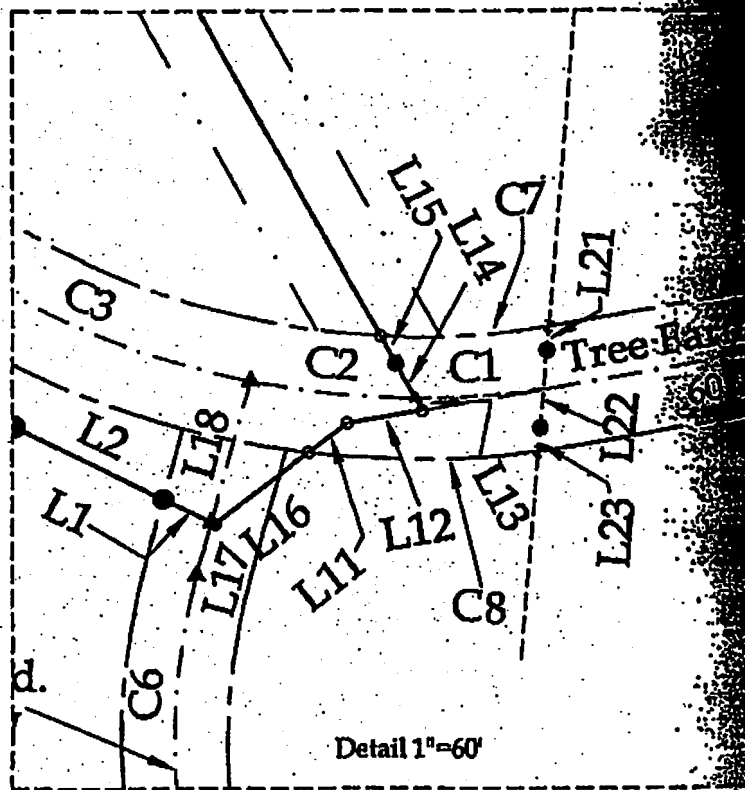
I, Stephen D. Puckett, certify to one or more of the following:

4. That this Survey creates a subdivision of land within the area of a county municipality that has an ordinance that regulates parcels of land.
5. That this Survey is located in a portion of a County or Municipality that is unregulated as to an ordinance that regulates parcels of land.
- C. One of the Following:
1. That this is of an existing parcel or parcels of land and does not create a new street or change an existing street.
 2. That this Survey is of an existing building or other structure, or natural feature, such as a watercourse.
 3. That this Survey is a Control Survey.

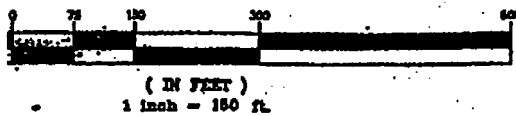
This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

Bearing	Chord
N83°59'09"E	62.39
N83°55'32"W	78.29
N68°06'35"W	169.06
N39°10'47"W	183.70
N20°37'07"W	83.17
N90°22'00"W	113.53
N86°44'24"E	81.59
S88°49'04"W	110.10
N81°03'30"W	60.38

Length
27.66
79.25
86.73
64.05
110.60
134.94
146.11
89.01
40.03
53.21
23.16
36.13
6.94
19.43
18.52
56.18
24.22
21.20
21.92
168.31
11.99
138.06
11.64
899.07
60.00



GRAPHIC SCALE



S.D. Puckett & Assoc., Inc.
Professional Land Surveyors
5518 Hwy. 55
Durham, N.C. 27713
Ph. (919) 844 7717 Fax (919) 844 1774

Survey

Ticon, Inc.

This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

CURVE TABLE						
Curve	Radius	Length	Tangent	Delta	Bearing	Chord
C1	400.00	62.45	31.29	8°56'42"	N85°39'07"E	62.99
C2	400.00	78.41	39.33	11°15'56"	N83°39'32"W	78.29
C3	400.00	170.34	86.48	24°23'58"	N66°06'35"W	169.06
C4	1000.98	185.97	93.25	10°32'22"	N59°10'47"W	185.70
C5	400.00	85.33	42.83	12°15'21"	N70°37'07"W	85.17
C6	300.00	114.22	57.81	21°48'51"	S04°22'00"W	113.53
C7	370.00	81.76	41.05	12°39'39"	N86°44'24"E	81.59
C8	430.00	110.40	55.51	14°42'38"	S89°49'04"W	110.10
C9	400.00	60.44	30.28	8°39'26"	N81°03'30"W	60.38

Line Table		
Line	Bearing	Length
L1	N63°31'53"W	27.66
L2	N63°31'53"W	79.25
L3	N68°07'18"W	86.73
L4	N57°13'32"W	64.05
L5	N42°58'38"W	110.60
L6	N48°47'57"W	134.94
L7	N64°30'26"W	146.11
L8	S89°33'51"W	89.01
L9	S85°11'12"W	40.03
L10	N82°26'10"W	53.21
L11	N51°49'31"E	23.16
L12	N80°03'22"E	36.15
L13	N28°34'20"W	6.94
L14	N28°34'20"W	19.43
L15	N28°34'20"W	15.32
L16	S51°49'31"W	56.18
L17	S15°16'25"W	26.22
L18	S15°16'25"W	71.20
L19	N53°54'36"W	211.92
L20	N64°30'26"W	165.31
L21	S04°49'40"W	11.99
L22	S04°33'55"W	38.06
L23	S04°33'55"W	11.64
L24	N02°30'18"E	599.07
L25	S88°09'14"E	60.00

Tree Farm Rd. (NCSR 1199)
60' Public R/W