

VANCE COUNTY, N. C.
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CYNTHIA S. ABBOTT
REGISTER OF DEEDS

01530

PREPARED BY: STAINBACK & SATTERWHITE - Michael E. Satterwhite

STATE OF NORTH CAROLINA

COUNTY OF VANCE

**DECLARATION
FOR
ROAD AND DOCK SLIP MAINTENANCE**

THIS DECLARATION FOR ROAD AND DOCK SLIP MAINTENANCE is established this 5th day of March 2003 by **ROGERS & FRANKLIN DESIGN BUILDERS, INC.**, a North Carolina business corporation, P.O. Box 527, Kittrell, North Carolina, 27544, hereinafter referred to as "Developer;"

WITNESSETH:

WHEREAS, Developer is the owner of certain lots and parcels of land acquired by deed dated June 10, 2002, from Michael L. Jethro and wife, Ethel Marie Jethro, as recorded in Book 958, Page 317, Vance County Registry, being further described as follows:

STAINBACK & SATTERWHITE ATTORNEYS AT LAW HENDERSON, N.C.

Lot 2R containing 1.44 acres, Lot 3R containing 1.43 acres, Lot 5 containing 1.15 acres, Lot 6 containing 1.15 acres, Lot 8 containing 0.90 acre, Lot 9 containing 0.90 acre, Lot 10 containing 0.91 acre, and Lot 11 containing 0.93 acre according to survey and plat entitled "Survey for Michael L. Jethro and Ethel Marie Jethro" as prepared by Alan's Surveying Company, PA, dated June 24, 1998, and last revised June 20, 2002 [sic] as appears in Plat Book "W," Page 608, in the office of the Register of Deeds of Vance County.

and

WHEREAS, Developer does hereby declare and place the following declaration for road and dock slip maintenance as a term of all subsequent conveyances, i.e. the lots hereinabove set forth; and

WHEREAS, the term "Purchaser" shall be defined to include all Purchases of the lots in the subdivision known as Dockside Cove, their heirs, successors and assigns.

NOW, THEREFORE, Developer hereby agrees with all Purchasers of lots in the subdivision known as Dockside Cove as follows:

1. **ROAD MAINTENANCE** [Existing 30-foot private right of way from State Road 1329 (Thomas Road) to the end of said right of way at the eastern property line of Lot 1, Plat Book "W," Page 608, including the 10-foot private pedestrian easement adjoining the eastern property line of Lot 1 and Lot 2R, Plat Book "W," Page 608]:

- a. The owners of Lot 2R, Lot 3R, Lot 5, Lot 6, Lot 8, Lot 9, Lot 10 and Lot 11 (i.e. the Developer and any subsequent lot Purchasers) shall each be responsible for one-eighth (1/8) of the cost of maintaining said 30-foot existing private right of way and 10-foot private pedestrian easement in an all-weather state of good repair on a prorata basis, i.e. the owner of each lot shall be responsible for one-eighth (1/8) of the cost thereof.
- b. To this end, Developer and all other lot owners (i.e. Purchasers) shall be members of an unincorporated association to be denominated "Dockside Cove Road and Dock Slip Maintenance Association" (hereinafter the "Association").
- c. The Association shall be charged with the responsibility of contracting for any road maintenance work as set forth hereinabove and shall be responsible for any decisions regarding the need for maintenance and the manner and

extent of said maintenance, improvement or repair, with a vote of the majority of the Association members controlling all decisions by the Association.

- d. The Association shall meet on the second Monday of January of each and every year at which time it shall set and collect the annual assessment for said maintenance on a prorata basis from the lot owners.
- e. Should any lot owner (i.e. the Developer and any subsequent lot Purchasers) fail to pay the annual assessment as set forth above, then in that event, the assessment shall become a lien upon their lot until discharged through payment.
- f. **NOTWITHSTANDING** the above, as long as the Developer owns a lot in the subdivision, the Developer shall make all decisions regarding the need for maintenance and the manner and extent of said maintenance, improvement or repair, and the amount of assessment therefore.

2. **ROAD MAINTENANCE** [30-foot private right of way from State Road 1329 (Thomas Road) along the southern property line of Lot 8 to Lot 10 and Lot 11, and thereafter continuing 10-foot on either side of the common property line of Lots 10 and 11 to and from the property of the United States of America (Kerr Reservoir; Tract Map L-1132):

- a. The owners of Lot 8, Lot 9, Lot 10 and Lot 11 (i.e. the Developer and any subsequent lot Purchasers) shall each be responsible for one-fourth (1/4) of the cost of maintaining said 30-foot private right of way along State Road 1329 (Thomas Road) along the southern property line of Lot 8 to Lot 10 and Lot 11 and thereafter continuing 10-foot on either side of the common property line of Lots 10 and 11 to and from the property of the United States of America (Kerr Reservoir; Tract Map L-1132) in an all-weather state of good repair on a prorata basis, i.e. the owner of each lot shall be responsible for one-fourth (1/4) of the cost thereof.
- b. The provisions of Paragraph 1(b), (c), (d), (e) and (f) shall also apply to road maintenance under this paragraph, Paragraph 2.

3. **ROAD MAINTENANCE** [20-foot private right of way along the western property line of Lots 1 and 2R (within Lot 3R)]:

- a. The owners of Lot 2R and Lot 3R (i.e. the Developer and any subsequent lot Purchaser) shall each be responsible for one-half (1/2) of the cost of maintaining said 20-foot private right of way along the western property line of Lot 1 and 2R (within Lot 3R) in an all-weather state of good repair on a prorata basis, i.e. the Owner of each lot shall be responsible for one-half of the cost thereof.
- b. The provisions of Paragraph 1(b), (c), (d), (e) and (f) shall also apply to road maintenance under this paragraph, Paragraph 3.

4. **DOCK SLIP MAINTENANCE** [Ten (10) slip dock adjoining the property of the United States of America (John H. Kerr Reservoir; Tract Map L-1132)]:

- a. The owners of Lot 2R, Lot 3R, Lot 5, Lot 6, Lot 8, Lot 9, Lot 10 and Lot 11 (i.e. the Developer and any subsequent lot Purchasers) shall each be responsible for one-tenth (1/10) of the cost of maintaining said ten (10) slip dock (or should a Purchaser acquire more than one dock slip in connection with the purchase of a lot, then in that event, one-tenth (1/10) of the cost for each dock slip acquired) in an all-weather state of good repair on a prorata basis, i.e. the owner of each lot shall be responsible for one-tenth (1/10) of the cost thereof (except as set forth above).
- b. The provisions of Paragraph 1(b), (c), (d), (e) and (f) shall also apply to dock slip maintenance under this paragraph, Paragraph 4.

This agreement contains the entire understanding of the Developer and all subsequent lot Purchasers and may only be modified by written and agreed upon changes thereto and will be binding upon the Developer, Purchasers, their heirs, successors and/or assigns.

IN WITNESS WHEREOF, Rogers & Franklin Design Builders, Inc. has caused this instrument to be signed in its corporate name by its duly authorized officer the day and year first above written.

**ROGERS & FRANKLIN DESIGN BUILDERS,
INC.**

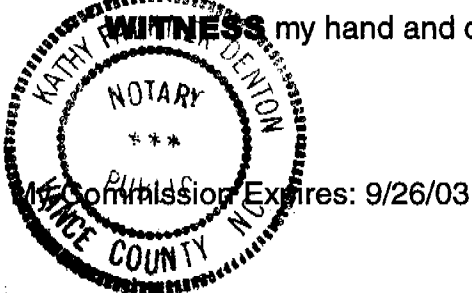
BY:

John C. Rogers
JOHN C. ROGERS, President

STAINBACK & SATTERWHITE ATTORNEYS AT LAW HENDERSON, N.C.

STATE OF NORTH CAROLINA**COUNTY OF VANCE**

I, a Notary Public, of said county and state, do hereby certify that **JOHN C. ROGERS** personally came before me this day and acknowledged that he is President of **ROGERS & FRANKLIN DESIGN BUILDERS, INC.**, a North Carolina corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.



Kathy Falkner Denton
NOTARY PUBLIC

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Kathy Falkner Denton, Notary Public of Vance County, NC is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

CYNTHIA S. ABBOTT, REGISTER OF DEEDS

By Cynthia S. Abbott
Register of Deeds

STAINBACK & SATTERWHITE ATTORNEYS AT LAW HENDERSON, N.C.