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Mail to:

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BOOK 269, OF 268

NORTH CAROLINA
GRANVILLE COUNTY

DECLARATION OF RESTRICTIONS
AND PROVISIONS FOR PRIVATE
ROAD MAINTENANCE

THIS DECLARATION, made this 15th day of January, 1988, by
Fleming Macon Pleasants, hereinafter called Declarant.

W I T N E S S E T H:

WHEREAS, Declarant owns in fee simple the real property
described in Article 1 below, known as Deer Run Subdivision.

WHEREAS, the said property will have access to North
Carolina S. R. 1159 via the private roads shown on the plat
recorded in the Granville County Registry, Plat Book 10, Page
176, said private roads being known as Doe Court, Deer Run
Drive, Pleasants Street, Forest Court and Fawn Lane.

WHEREASE, Declarants agree for themselves and with any and
all persons, firms or corporations hereafter acquiring any of
the property described in article 1 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 the
heirs, successors and assigns of Declarants and other acquiring
parties and persons.

WHEREAS, there exists a Deer Run Homeowners Association,
which shall collect assessments to be levied by them for road
maintenance.

NOW THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants,
and conditions, 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
of interest in the described properties or any part thereof,
their heirs, successors and assigns, and shall inure to the
benefit of each owner thereof.

Article 1. Declarants hereby grant unto themselves and the
future record owners of the aforesaid property adjoining and
abutting the aforesaid private roads recorded in Plat Book 10,
Page 176, Granville County Registry, and as said road may be
extended into the aforesaid property, perpetual ingress, egress
and regress along the said road and for the purposes of
installation and maintenance of utilities.

Article 2. The Deer Run Homeowners Association, as well as
the record owners of each tract of the aforesaid property,
shall be responsible for the maintenance of said private road
as herein provided, until the State Highway Commission shall
routinely maintain said roads. Such Homeowners Association
shall be authorized to establish By-Laws and elect officers and
promulgate such rules and regulations as the majority deem fit
and appropriate.

Article 3. Each record owner of any of the aforesaid
property abutting on said road shall bear his share of the cost
of maintaining said private road, this being each owner's

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share for grading costs, gravel, or rock hauled in to fill ruts, holes, and washed out sections and necessary replacement of, or additional drainage culverts. Written notice of all proposed maintenance shall be made to all owners of record at their last known address.

The private roads aforementioned shall be maintained to State standards as prescribed now and as the same may be revised from time to time. Maintenance and repairs necessary to keep the said road to State 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. Each owner's share of the maintenance cost of the said private road shall be due and owing to whomever takes at that time responsibility for maintenance of said road within 30 days of the work being completed. If not paid by that time, then said costs may be reduced to a judgment and shall become a lien on the land of the defaulting owner.

Article 4. In the event that the said private road is extended within the aforesaid property, the costs of maintaining the entire road system shall be borne by all the owners of said property; 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 abutting said road extension as they may agree.

Article 5. In the event Granville County or any other governmental body, as a condition to the approval of any further subdivision of the property described in Article 1, may require said private road to be upgraded above the current standard or 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 1 shall be responsible for maintenance and the costs of maintenance of the entire road system to the new standard. Provided, however, that the initial cost of constructing the road or any portion of the road to a higher private road standard or to Department of transportation 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 constructing the road or any portion of it to a higher private road standard or to Department of Transportation standards shall be shared by the owners responsible for the upgrading. In the event public dedication of the said private road and any extension of the private road or portion thereof is required by Granville County, Declarants and all persons taking title to the aforesaid property from and through Declarants shall publicly dedicate the portion of said road required to be dedicated.

Article 6. The private road located within said property may be dedicated to the public at the election of the owners in the event dedication is not required by a governing body as set forth above. In that event, the owners and their successors in title and interest to any of the property described herein will remain responsible for road maintenance as here provided until such time as the road dedicated is maintained by the North Carolina Department of Transportation or other governmental body.

Article 7. 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.

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Article 8. This Agreement shall remain in full force and effect until such time as said road or any portion thereof is taken over by the Department of Transportation for maintenance purposes, and any portion of said road not so taken over shall remain subject to this Agreement and for said portion this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed and sealed on the day and year first written above.

Theresa M. Blount
(SEAL)

----- (SEAL)

----- (SEAL)

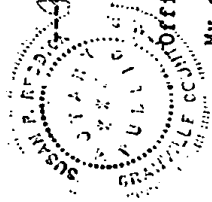
NORTH CAROLINA

GRANVILLE COUNTY

I, *Susanne L. Biddick*, Notary Public for said County and State, certify that *Theresa M. Blount* personally came before me this day and acknowledged that he is

-----, of -----, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its -----, sealed with its corporate seal, and attested by himself as its -----.

Witness my hand and official seal, this the *15* day of *January*, 1988.



Official Seal

My commission expires *November 9*, 19*91*.

NORTH CAROLINA

Granville COUNTY

I, *Susanne L. Biddick*, a Notary Public of the County and State aforesaid do hereby certify that *Theresa M. Blount* personally appeared before me this day and acknowledged the due execution of the foregoing Declaration of Restrictions and Provisions for Private Road Maintenance.

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Witness my hand and notarial seal, this 15 day
of January 1988.



Susan P. Reddick
Notary Public

My commission expires: 11-9-91

STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing Certificate of *James L. Dedrick*
County Public of Granville

This instrument was presented for registration this day and hour and duly recorded in the office of the Registrar
of Deeds of Granville County, N. C. in Book *269*, Page *368*

This *15th* day of *January*, A. D. 19*88* at *4:45* o'clock
Recorded and verified: By *James O. Mann*
12-28-88 Reg. Fee \$ *1.00* Stamps *1.00*
Asst. Registrar of Deeds
Register of Deeds

LAURIE S. FREEDY
P. O. BOX 633
SAUTES, NORTH CAROLINA