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NORTH CAROLINA
GRANVILLE COUNTY

MAILED 2-15-95
P. J. J. J. J.
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PRIVATE ROAD MAINTENANCE
AGREEMENT

WITNESSETH:

THIS AGREEMENT, made and entered into this 14th day of February, 1995, by and among the undersigned hereinafter referred to as "owners", of real property along that certain private road known as Bowling Mountain Drive located in Stem, Granville County North Carolina, and more particularly described as follows:

Bowling Mountain Phase II lots 6 & 7 and Phase III lots 10, 11, 12, 13, 14, 15 & 16.

THAT WHEREAS, the undersigned Owners hold title to certain parcels or tracts of land adjacent to the above-described private road; and

THAT WHEREAS, access to the parcels or tracts of land is by virtue of the above-described private road and it is the desire of the Owners herein to provide for maintenance of the said road; and

THAT WHEREAS, in order to more specifically set out the rights, duties and obligations of said Owners with respect to the above-described private road they covenant and agree as set forth below.

(1) THAT OWNERS shall be responsible for maintenance and repair of the road, which maintenance and repair shall be in accordance with the Granville County minimum standards for private roads in effect at the time of recordation of this Agreement.

For the purpose of Road maintenance for Bowling Mountain Phase II lots 6 & 7 and Phase III lots 10, 11, 12, 13, 14, 15 & 16 there will be established a trust fund for future road maintenance. As each lot is originally sold, a \$100.00 fee shall become due at closing with \$100.00 due on that date each year thereafter for the purpose of road, ditch, and shoulder maintenance and repair. This money shall be held in a trust fund. Developer will maintain and repair road until five (5) lots are sold then developer will start contributing one hundred dollars (100.00) per lot to trust fund to lots that are left until they are sold. Owner-declarant shall be responsible for road upkeep until five (5) lots have been sold, money from the trust fund shall be used on Bowling

Mountain Drive for road maintenance, with responsibilities shifting from developer to lot owners. At that time each lot owner will have one vote per lot for the decisions of upkeep of said road.

Any change caused by driveway connections, by heavy trucks or machinery, or by abuse to the road shall be repaired at the expense of the Owner.

This Agreement shall automatically terminate in the event the above-described private road becomes a public road that is maintained by the State of North Carolina or by a municipality.

This Agreement shall be binding upon and inured to the benefit of the Owners, any current or future adjacent landowners, their heirs, successors or assigns, and furthermore the terms and provisions set forth herein shall be appurtenant to and shall run with the land, being the aforesaid properties and the easement rights associated therewith.

The Road Maintenance Committee shall consider the guidelines for "periodic maintenance" set by the Granville County Administrator in connection with the committee assessing the maintenance and repair needs for the above-described private road. These guidelines include:

- (1) the regrading of the road,
- (2) the replacing of gravel,
- (3) the controlling of vegetation within the right of way, and
- (4) the maintaining of drainage ditches and culverts.

(2) Any change caused by driveway connections, by heavy trucks or machinery, or by abuse to the road shall be repaired at the expense of the Owner.

(3) This Agreement shall automatically terminate in the event the above-described private road becomes a public road that is maintained by the State of North Carolina or by a municipality.

(4) This Agreement shall be binding upon and inure to the benefit of the Owners, any current or future adjacent landowners, their heirs, successors or assigns, and furthermore the terms and provisions set forth herein shall be appurtenant to and shall run with the land, being the aforesaid properties and the easement rights associated therewith.

(5) All new parcels or tracts created by the subdivision of existing parcels or tracts will be required to enter into and be bound by the terms of this Agreement

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provided that these new parcels or tracts have the right to use any portion of the road listed in this Agreement or as amended. Should a new road be created or an extension of the existing road, the new road must have an additional road maintenance agreement if a majority of the Owners of previously bound lots vote not to add the new road to this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have set their hands and seals, the day and year first shown above.

George B. Tunstall (seal)
Vikki B. Tunstall (seal)
 _____ (seal)
 _____ (seal)
 _____ (seal)
 _____ (seal)

NORTH CAROLINA
 GRANVILLE COUNTY

I, Linda S. McNichols, a Notary Public for said County and State, do hereby certify that George B. Tunstall and Vikki B. Tunstall personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 14 day of February, 1998.

Linda S. McNichols
 Notary Public

My commission expires April 11, 1998.



STATE OF NORTH CAROLINA, GRANVILLE COUNTY
 The foregoing certificate of Linda S. McNichols, a Notary Public of Granville County, N.C. is certified to be correct. This instrument was presented for registration and filed in this office in Book 664 Page 70.
 This 14th day of February, 1998, at 9:03 o'clock P. M.
 Register of Deeds W. Dudley E. Ford
 By Debbie C. Beach Assistant/Deputy

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