

BOOK 672 PAGE 450

NORTH CAROLINA  
GRANVILLE COUNTY

PRIVATE ROAD MAINTENANCE DECLARATION

THIS DECLARATION, made this the 13 day of July, 1995 by Cedar Creek Partners, A Virginia General Partnership, (hereinafter called "Owner");

THAT WHEREAS, the Owner owns that certain real property known and designated as Phases I, II, III, IV and V, Walnut Creek North Subdivision, which is more particularly described in Plat Book 17, Pages, 106, 107, 108, 109 and 110, Granville County Registry; and

THAT WHEREAS, the roads in Walnut Creek North Subdivision, to wit: Walnut Creek Drive, Zachary Lane, Matti Lane, and Cindy Lane, are private roads and are not constructed to standards established by the North Carolina Department of Transportation to permit inclusion in the State Highway System for maintenance;

NOW THEREFORE, the lots hereinafter set forth shall be subject to the terms of this Declaration concerning the use and maintenance thereof, as follows:

1. The Owners of Lots 1N-11N Phase I, Lots 12N-19N of Phase II, Lots 20N-27N of Phase III, 28N-34N of Phase IV and Lots 35N-37N of Phase V of Walnut Creek North, shall each contribute \$50.00 per year per lot to the maintenance of said private roads as shown on survey of Phases I, II, III, IV and V of the Walnut Creek North Subdivision, recorded in Plat Book 17, Pages 106, 107, 108, 109 and 110, Granville County Registry.

2. In addition, the said lot owners agree that all maintenance and upkeep, including snow removal, will be done on the basis of competitive bids and only on demand of twenty percent (20%) or more of the lot owners served by said private roads. No work will be undertaken where the projected cost will exceed \$500.00, until the consent of 75% of the lot owners is obtained.

3. The upkeep and maintenance will be limited to that required by virtue of erosion and ordinary wear to the road surface unless otherwise agreed to by 100% of the lot owners.

4. Owner agrees to attend a meeting of all lot owners (to be announced at a later date within twelve (12) months of the date of this Declaration, and with at least one (1) month's notice), at which time an Owners' Association will be formed and an individual or individuals will be elected by said lot owners to handle the details of this agreement.

5. The Owner's Association shall be vested with such powers as allowed by law to enforce the collection of road maintenance dues from the lot owners as set out herein.

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This instrument is prepared by  
Del. To N. KYLE HICKS, Attorney-at-Law 7-18-95

6. No money shall be collected until the Owners Association has held its first meeting and an officer or officers are elected to collect such funds.

7. If it is decided by the Owners Association that the <sup>approved</sup> stated amount is either to be increased or decreased, it shall be by vote consisting of 75% of the lot owners.

8. A lot owner shall be responsible for repair of any damages to said roads in the subdivision, resulting from the willful or negligent acts of himself, or his agents, servants, or employees. Said lot owner agrees to perform any such repairs at his own expense within a reasonable time, but not in excess of 30 days after written notice of such damages shall have been sent to him from Owner or the Owners' Association.

9. All lot owners shall install driveways and drainage pipes according to all State or County Department of Highways and Transportation specifications.

10. This agreement contains the entire understanding of the parties and may only be modified in writing as agreed upon by all lot owners, and will be binding upon the heirs, successors and assigns of Owner and all future lot owners.

11. When and if any tract is further subdivided, then, each part of the parent tract will be required to become a member of the Association at the current assessment rate, and shall be treated as separate and distinct lots.

IN TESTIMONY WHEREOF, the Declarant, Cedar Creek Partners, a Virginia General Partnership, has caused this instrument to be signed in its hand and its seal to be hereto affixed this the 13<sup>th</sup> day of July, 1995.

CEDAR CREEK PARTNERS. A Virginia General Partnership, Owner

By: Pelican & Associates, Inc., a General Partner

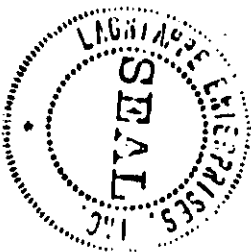
By: Joseph D. Maillet  
Joseph D. Maillet, President

ATTEST:  
(CORPORATE SEAL)  
Joseph A. Maillet  
Joseph A. Maillet,

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CEDAR CREEK PARTNERS, A Virginia  
General Partnership, Owner

By: Lagniappe Enterprises, Inc., a  
General Partner

By: Charles M. Bullock  
Charles M. Bullock, President

ATTEST:  
(CORPORATE SEAL)

Connie Bullock  
Connie Bullock,  
Secretary

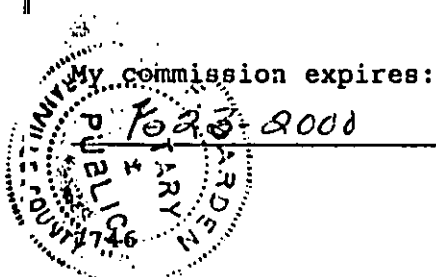


North Carolina  
~~COMMONWEALTH OF VIRGINIA~~

COUNTY OF Granville

This the 13<sup>th</sup> day of July, 1995,  
personally came before me, M.F. Darden, Notary  
Public for said County and State, Joseph D. Maillet, who, being by  
me duly sworn, says that he is President of Pelican & Associates,  
Inc., a corporation, a General Partner of Cedar Creek Partners, a  
Virginia General Partnership, and that the seal affixed to the  
foregoing instrument in writing is the corporate seal of said  
company, and that said writing was signed and sealed by him in  
behalf of said corporation by its authority duly given. And the  
said Joseph D. Maillet acknowledged the said writing to be the act  
and deed of said corporation.

Witness my hand and official seal this the 13<sup>th</sup> day of  
July, 1995.  
M.F. Darden  
Notary Public

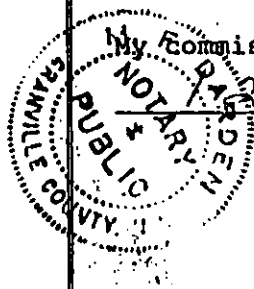


*(MFD)*  
North Carolina  
~~COMMONWEALTH OF VIRGINIA~~  
COUNTY OF Granville

This the 13<sup>th</sup> day of July, 1995,  
personally came before me, M. F. Darden, Notary  
Public for said County and State, Charles M. Bullock, who, being by  
me duly sworn, says that he is President of Lagniappe Enterprises,  
Inc., a corporation, a General Partner of Cedar Creek Partners, a  
Virginia General Partnership, and that the seal affixed to the  
foregoing instrument in writing is the corporate seal of said  
company, and that said writing was signed and sealed by him in  
behalf of said corporation by its authority duly given. And the  
said Charles M. Bullock acknowledged the said writing to be the act  
and deed of said corporation.

Witness my hand and official seal this the 13<sup>th</sup> day of  
July, 1995.

M. F. Darden  
Notary Public



STATE OF NORTH CAROLINA, GRANVILLE COUNTY

The foregoing certificate of M. F. Darden

a Notary Public

of Granville County, N.C.

Am certified to be correct. This instrument was presented for  
registration and filed in this office in Book 672 Page 450

This 14<sup>th</sup> day of July, 19 95 at 11:40 o'clock A. M.

Register of Deeds Shirley E. Ford

By Boothroyd Davis Assistant/Deputy

14<sup>th</sup>

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