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EXCISE TAX (None)

FILED
VANCE
COUNTY NC
CASSANDRA D. NEAL
REGISTER
OF DEEDS
JJS

Prepared by and return to: M. Walker Brummitt, P. O. Box 1168, Oxford NC 27565

STATE OF NORTH CAROLINA

COUNTY OF VANCE

ROAD MAINTENANCE DECLARATION

THIS DECLARATION, made this the 12 day of January, 2022, by Lewis Holdings, LLC, a North Carolina Limited Liability Company (hereafter Owner);

WHEREAS, Lewis Holdings, LLC, is the Owner of those certain tracts or parcels of land more particularly described as:

- a. Tract 1: 8.151 acres, Plat Book Z, Page 493, Identified as Lot 1.
- b. Tract 2: 8.211 acres, Plat Book Z, Page 493, Identified as Lot 2.
- c. Tract 3: 12.124 acres, Plat Book Z, Page 493, Identified as Lot 3.
- d. Tract 4: 14.108 acres, Plat Book Z, Page 493, Identified as Lot 4.
- e. Tract 5: 5.350 acres, Plat Book Z, Page 493, Identified as Lot 5.
- f. Tract 6: 5.289 acres, Plat Book Z, Page 493, Identified as Lot 6.

WHEREAS, this Road Maintenance Agreement only applies to the access to the above referenced tracts, which is from Friar Lane and across a 50-foot private access known as Friar Lane, a Private Road, as the same is shown on the above referenced Plat Book, attached herein and incorporated by reference; and

CROSS & BRUMMITT, LLP, Attorneys at Law, P.O. Drawer 1168, Oxford, NC 27565

WHEREAS, the Owner wishes to institute a Road Maintenance Agreement establishing terms for upkeep and maintenance of said Private Road known as: Friar Lane, pvt.

NOW THEREFORE, the parties, for and in consideration of the mutual covenants contained herein, agree that their properties referenced hereinabove shall be subject to the terms of this Declaration concerning the use and maintenance of the 50-foot, private access easement known as Friar Lane, pvt., as follows:

1. The said 50-foot private access easement Friar Lane, pvt., shall be used for ingress, egress and regress, as well as location of usual and ordinary utilities to serve the above tracts.
2. The Owner, along with its assigns, successors, and heirs, successors and assigns shall be responsible for an equal share of the maintenance costs of the private access.
3. In the event any of these tracts are subdivided, the new lot owners shall likewise be responsible hereunder, and the proportionate shares of all owners shall decrease.
4. The Owners, along with their assigns, successors, and heirs, by a 66% vote, shall be vested with such powers as allowed by law as pertains to Friar Lane, pvt.: (A) to perform any required upkeep, maintenance and repairs herein, (B) to establish road maintenance dues as needed on an annual basis, and (C) to enforce the collection of road maintenance dues from the lot owners as set out herein.
5. All maintenance, repair and upkeep, including snow removal, on "Friar Lane, pvt." will be done on the basis of competitive bids and will be limited to that required by virtue of erosion and ordinary wear to the road surfaces.
6. This Maintenance Agreement shall include the maintenance of any and all ditches and drainage ways that abut "Friar Lane, pvt.," and they shall be maintained in an orderly and aesthetically pleasing manor, avoiding any blockages, tall or uncut grass, trash, or any other unsightly or detrimental items.
7. Any sums levied for road maintenance that remain unpaid shall be subordinate to tax and mortgage liens, and may be enforced as allowed by law.
8. Each individual lot owner shall be responsible for repair of any damages to said road 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 60 days after written notice of such damages shall have been sent to him from all of the remaining owners.

9. Any lot owner can bring an action in Vance County to enforce the provisions of this Road Maintenance Declaration.

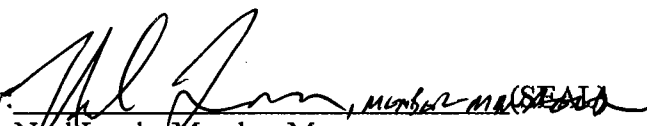
10. This Declaration contains the entire understanding of the parties and may only be modified in writing as agreed upon by 66% of the lot owners and will be binding upon the successors and assigns of the parties herein and all future lot owners.

11. The owners of tracts abutting Friar Lane, pvt., by a vote of 66% of the lot owners, may from time to time make such other rules they may deem appropriate for the use and benefit and upkeep of said road without restricting the right to use said easement for ingress, egress, regress and utilities. This may include creating a planned community and making the properties and this declaration and any amendments thereto, subject to Chapter 47F of the North Carolina General Statutes, as may be amended.

12. This Road Maintenance Declaration supersedes any prior road maintenance declarations affecting Friar Lane, pvt.

IN TESTIMONY WHEREOF, a Member-Manager of the Lewis Holdings, LLC, has hereunto set his hand and seal, this the day and year first above written.

LEWIS HOLDINGS, LLC

By:  (SEAL)
Neal Lewis, Member-Manager

CROSS & BRUMMITT, LLP, Attorneys at Law, P.O. Drawer 1168, Oxford, NC 27565

STATE OF NORTH CAROLINA; COUNTY OF ^{Wake}~~VANCE~~

I, the undersigned Notary Public for the above County and State, do hereby certify that **Neal Lewis**, in his capacity as **Member Manager of Lewis Holdings, LLC** either (☒) personally known to me or (☐) proven by satisfactory evidence (said evidence being _____), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/them for the purposes stated therein.

Witness my hand and notarial seal this the 11 day of January, 2022.

(SEAL)

Kenneth McCurdy
NOTARY PUBLIC
Wake County, NC
My Commission Expires February 29, 2024

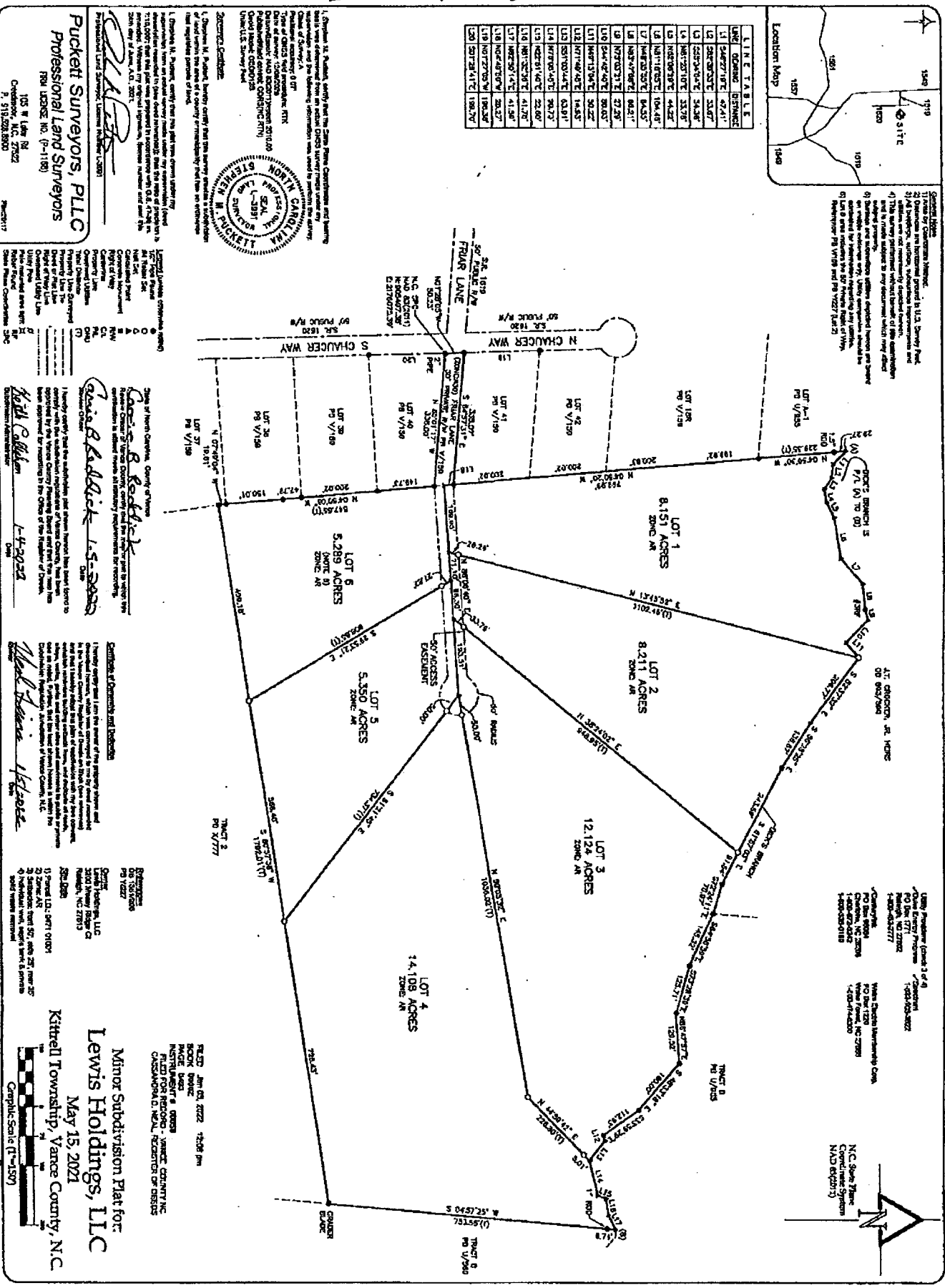
Kenneth McCurdy
Notary Public

Kenneth McCurdy
Printed or Typed Name

My commission expires: 02-29-2024

Z-493

Z-493



This map may not be a certified survey and has not been reviewed by a local government agency for compliance with applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.