

FILED FOR RECORD
VANCE COUNTY, N.C.
CAROLYN R. PECORA
REGISTER OF DEEDS

RECORDED Aug 22, 2013

AT 11:47 am

BOOK 01267

START PAGE 0048

END PAGE 0066

INSTRUMENT # 03642

EXCISE TAX (None)

STATE OF NORTH CAROLINA
COUNTY OF VANCE

ROAD MAINTENANCE AGREEMENT

This Road Maintenance Agreement made and entered into this the 28 day of June, 2013, by and between.

WITNESSETH:

WHEREAS, the owners of the property fronting on 50 foot Private Right of Ways known as Edgewater Lane (fka Waterside Court) (PB V-44), Pool Rock Road (fka Plantation Boulevard) (PB U-830 & V-30) and Diamond Point Lane (fka Diamond Drive) (PB V-102) as appears on those plats noted in the Vance County Registry; and

WHEREAS the following are the owners of said property, to wit; James W. Crawford, III as recorded in Book 676, Page 829; Alan Zempel and wife, Lynn Weiss Zempel as recorded in Book 692, Page 771; Jeffrey D. LaHaye and wife, Donna E. LaHaye as recorded in Book 911, Page 36; John C. Millberg and wife, Lori B. Millberg as recorded in Book 1113, Page 840; Timothy S. LaCroix and wife, Karol K. LaCroix as recorded in Book 1174, Page 641; Philip C. Smith and wife Joy M. Smith as recorded in Book 1038, Page 685 and Book 783, Page 623; Richard Marshall Dement and wife, Gina H. Dement as recorded in Book 831, Page 77; Stanford S. McCormick and wife, Melody L. McCormick as recorded in Book 731, Page 104; Richard Paul Marshall and wife, Sheila Marie Marshall as recorded in Book 973, Page 399; James Ervin Carden and wife, Donna Kirby Carden as recorded in Book 696, Page 691; Charles William Bosworth and wife, Mary Jane Bosworth as recorded in Book 796, Page 63; John Gordon Parker, Jr. and wife, Elizabeth Ann Parker as recorded in Book 890, Page 193; Martin D. Eakes and wife, Barbara M. Wright as recorded in Book 912, Page 388; Philip W. Wilson and wife, Linda D. Wilson as recorded in Book 1082, Page 136; Scott David Gilchrist as recorded in Book 710, Page 163; John L. MacDonald and wife, Dana A. MacDonald as recorded in Book 1103, Page 494; Theodore F. Weiland III and wife, Wanda W. Weiland as recorded in Book 709, Page 478 and Christopher S. Steagall and wife, Shannon R. Steagall as recorded in Book 1082, Page 451, all of the Vance County Registry.

WHEREAS, the parties hereto, their heirs, administrators, executors, successors and assigns (hereinafter collectively referred to as "The Parties") desire to enter into a Road Maintenance Agreement in regards to the private roads leading from the point of termination of S. R. 1380, Pool Rock Road to the end of said private roads.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained, The Parties, do each agree with the other as follows:

A. The Parties shall be responsible for their pro-rata share of the costs to improve and maintain said private roads beginning at the termination of S.R. 1380 and continuing to the end of said private roads with all costs of grading, gravel, asphalt, paving and any other necessary maintenance related to the upkeep, improvement and maintenance to the private roads to be borne pro-rata by The Parties to be determined as follows:

1. There shall be an annual meeting of all of the current lot owners of this agreement. A lot owner shall be determined as the owner of record from the Vance County Register of Deeds. If more than one individual is vested with an ownership interest in the lot, the collective individuals will determine amongst themselves who will have the authority to cast the vote for the represented lot. Only one vote per lot will be recognized. Each lot served by the private roads herein and subject to this agreement will be eligible to receive one vote. Lots which have not contributed the required assessments shall not be entitled to cast a vote.
2. Annually, those entitled to cast a vote shall meet on the first Saturday of April of each year, at a time and location as determined by the elected officers of the group. The officers shall provide all then-current lot owners 30 days notice of the date, time and location of the annual meeting. Lot owners are responsible for providing the officers current contact information.
3. At each annual meeting, the group will be provided by the officers with a financial accounting of all funds collected, owed and expended on behalf of the lot owners; shall cast a vote to replace any outgoing officers; shall approve, by a majority of those votes present, in person or by proxy, the annual assessment; and shall conduct any other business as may be necessary.
4. There shall be three individuals elected as officers of the group. The officers must have a vested ownership interest in the lots subject to this agreement. The term of each officer shall be for three years, but the initial officers shall be elected with one having an initial one year term, one having an initial two year term, and the third shall have a normal three year term. Thereafter, all elected officers shall be elected to a three year term, and shall not be elected to more than two consecutive three year terms. Each officer shall serve until an individual is elected as their replacement. Should an officer convey their ownership interest in the qualifying lot, resign or cease to be able

to act on behalf of the group, the remaining officers may call a meeting of those entitled to cast a vote to elect another individual to fulfill the remaining term. The officers are also authorized to call meetings for other reasonable purposes as determined by the officers on 30 days notice to all then-current lot owners.

5. The officers shall be responsible for assessing, determining, collecting and, on behalf of The Parties, contracting for the improvement, maintenance and repair of the subject private roads. In addition thereto, the officers shall provide annually the recommended assessment for the following year, which shall be based upon the anticipated expenses in the coming year as well as establishing and maintaining adequate reserves for anticipated and unforeseen work on the roads.
6. The initial assessment shall include the costs of the anticipated work required to reestablish the integrity of the roads, to provide proper drainage, and to install a tar and chip surface. The group will approve two amounts at the initial meeting. The initial assessment and an additional assessment which will be the base amount for future annual assessments.
7. Annual assessments shall be paid no less than semi-annually, and will be assessed per calendar year. The assessment will not increase in excess of five percent (5%) over the previous annual assessment without a two-thirds majority of the lots subject to the assessment and no other assessments will be made for more than \$500 per lot, without a two-thirds majority vote of the lots subject to assessment.
8. No lot without a residential structure located on the lot shall be subject to assessments. When a certificate of occupancy is issued the lot shall be assessed a pro-rata amount of the annual assessment for that year, and the full annual amount each year thereafter. Any lots which are contiguous and owned by the same individual or individuals and have only one residence located upon the contiguous lots shall only be assessed one annual assessment, and shall be entitled to only one vote for such contiguous lots.
9. The amount of the assessment levied by the Association shall be paid to it on or before the date or dates fixed by resolution of the Board. If any assessment is not paid within thirty (30) days of the due date thereof, the amount of such assessment (together with interest computed at the simple rate of eight (8%) percent per annum from and after the due date thereof) and any cost of collection, including reasonable attorney's fees, if any, shall, at the option of the Board, constitute and become a lien upon said lot as of the due date thereof upon compliance with North Carolina General Statutes 47F-3-116. The lien created hereby shall not, however be superior to any mortgage or Deed of Trust recorded prior to filing. Any action to enforce said lien may, at the Association's option, include a prayer for collection of assessments levied against the lot since the filing date of the Lien. The

Association may purchase the property at any sale thereof contemplated under Chapter 47F of the General Statutes of North Carolina.

10. Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.
11. It is understood and agreed that if the owner of a parcel having access over the private roads covered by this agreement damages or disturbs the surface of the roadway covered by this agreement, other than normal automobile and service ingress and egress and other than incident to mowing or other work beneficial to the community, then he or she shall be responsible to immediately restore the road to as nearly as possible the condition in which it existed prior to being disturbed.

B. The Parties agree that those elected as officers are acting on their behalf as their agents, and shall indemnify such individuals from any liability incurred or alleged while acting within the course and scope of the authority vested herein.

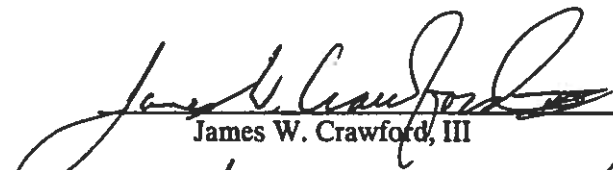
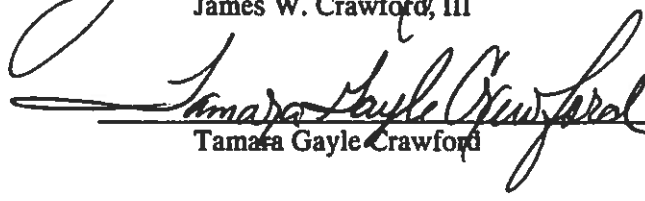
C. The Parties agree that **EDP Road Maintenance Association** shall be the name which business is performed and transacted under. The undersigned individuals, proposing to engage in business as a partnership, in Vance County, North Carolina, under an assumed name, hereby certifies that:

1. The name under which the business is to be conducted is:
EDP Road Maintenance Association
2. The name and address of the owner of such business is as set forth herein above, being all of the property owners, their heirs, administrators, executors, successors and assigns. The address of the business shall be:

117 Winchester Drive
Wendell, NC 27591

C. This agreement is a covenant running with the land and shall be binding upon the parties hereto, their heirs, administrators or executors, successors and/or assigns.

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

 (Seal)
James W. Crawford, III
 (Seal)
Tamara Gayle Crawford

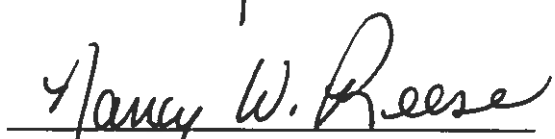
=====

STATE OF NORTH CAROLINA

COUNTY OF VANCE

I, a Notary Public of said County and State aforesaid, certify that James W. Crawford, III and Tamara Gayle Crawford, Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 1 day of July 2013.


Nancy W. Reese
Notary Public

My Commission Expires: 4-26-14

