

NORTH CAROLINA
FRANKLIN COUNTY

DECLARATION OF RESTRICTIONS
AND PROVISIONS FOR PRIVATE
ROAD MAINTENANCE

THIS DECLARATION, made this 8th day of June 2001 by The Lauren Group, hereinafter called declarant.

WITNESSETH

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

WHEREAS, the said property will have access to North Carolina S. R. 1720 via the private road shown on the plat book 2001 page 237 recorded in the Franklin County Registry, said private road being known as Falconwood Drive and any subsequent streets.

WHEREAS, 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 the Declarants and other acquiring parties and persons

WHEREAS, there exists a Falconwood Subdivision 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 be inure to the benefit of each owner thereof.

Article 1. Declarant hereby grant unto themselves and the future record owners of the aforesaid property adjoining and abutting the aforesaid private road recorded in Plat Book 2001, Page 237, Franklin 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 purpose of installation and maintenance of utilities

Article 2. The Falconwood Subdivision Homeowners Association, as well

as the record owners of each tract of the aforesaid property, shall be responsible for the maintenance of the 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 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 road aforementioned shall be maintained to State standards as prescribed now and as the same shall 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 the said property abutting said road extension as they may agree.

Article 5. In the event Franklin County or any other government 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 to 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 Franklin 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

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 the 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.

By: Dawn H. Todd (SEAL)
The Lauren Group
By: Dawn H. Todd
Partner

North Carolina-Franklin County
The annexed certificate of Betty R. Holmes, a Notary Public, is certified to be correct and duly recorded in Book 1219 Page 34-36 at 2:25 P.M. on this 8th day of June, 2001.

NORTH CAROLINA

FRANKLIN COUNTY

Linda H. Stone
Linda H. Stone, Register of Deeds

By: Betty Sharrington Deputy

I, Betty R. Holmes, a Notary Public of the County and State aforesaid do hereby certify that Dawn H. Todd, a partner of The Lauren Group, personally appeared before me this day and acknowledged the due execution of the forgoing Declaration of Restrictions and Provisions for Private Road Maintenance.

Witness my hand and notarial seal, this 8th day of June 2001

Betty R. Holmes
Notary Public

My commission expires



April 2005