

NORTH CAROLINA
FRANKLIN COUNTY

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT made and entered into this 9 day of April, 1986 by and between all of the undersigned persons, all of whom are hereinafter referred to as OWNERS and listed as follows: R.L. FORREST, MARGIE A. FORREST, WILLIAM S. JONES, JANICE JONES, ROY E. HAWKINS, LOIS HAWKINS, JOSEPH M. LUSHENE, JACKIE P. LUSHENE, CLYDE WILDER and VERA WILDER.

WHEREAS, Owners own all of the property in that tract of land in Franklinton Township, Franklin County, particularly described as follows:

Being all of Lots 3 through 38 as shown on that plat entitled "Property Surveyed for Robert L. Forrest and Roy E. Hawkins", drawn by Harold B. Mullen, R.L.S. and dated 9 April 1976.

WHEREAS, Owners desire to set up an association to regulate the maintenance of streets in the above described tract, and

WHEREAS, Owners desire to provide for this maintenance in perpetuity.

NOW, THEREFORE, Owners hereby enter into this Maintenance Agreement upon the following terms and conditions:

1. Each Owner hereby affirms that he owns one or more lots in the above described tract of land and that they are subjecting all lots which they own in the above described tract of land to this Maintenance Agreement.
2. In all votes to make decisions concerning maintenance under this agreement and enforcement of this Maintenance Agreement each landowner will have one vote for each residence on land which he owns. If a landowner has a residence which is rented out then the landowner would exercise the vote, not the persons renting the residence.
3. In all decisions concerning street maintenance other than normal maintenance decisions the only persons entitled to a vote are those landowners who are signing this

Maintenance Agreement. Specifically, those signing this Maintenance Agreement will make any and all decisions concerning paving the road and turning the road over to the North Carolina Department of Highways for maintenance as a state maintained road. On major improvements such as widening or paving streets, voting will be on basis of one vote per lot owned by voter. Major improvements or agreement for state or county to take over street must be approved by at least a three-fourths vote and must be approved by original developers, Hawkins and Forrest. It is also agreed that the name of the street is Stillwood Drive and the name of the development is Stillwood Estates.

4. In all assessments made to obtain funds for anything done under this Maintenance Agreement the assessment shall be made on a pro-rata basis against each residence. If one landowner has one residence then that landowner will pay one share of the assessment. If one landowner owns two residences then that landowner will pay two shares of the assessment. If a landowner does not own a house, then that landowner will pay one share of the assessment.

5. All property owners on the north side of Stillwood Drive agree that buried electric cables may cross their land along property lot lines to furnish electricity to property owners on the south side of Stillwood Drive.

6. Owners hereby affirm that this Maintenance Agreement shall be binding upon all of the present Owners, their successors and assigns, for each and every lot in the tract of property described above.

7. Owners agree and bind themselves, their successors and assigns that each year the landowners shall have a meeting to determine whether any maintenance for the roads is necessary for that year. Such maintenance, including grading, gravel, rock or culvert replacement shall be performed at the direction of the landowners or their assigns. Landowners may determine that maintenance work is unnecessary in a particular

year. Should landowners determine that maintenance work is necessary then such work shall be performed as needed and the pro-rata cost assessed as set out in paragraph 4 above.

8. Each landowner, his successor assign, shall pay his share of the maintenance cost, as called for in paragraph above, not later than the end of the month in which the maintenance work was completed. If payment is not made when due then the other landowners have all rights to have a lien placed upon the land of the landowner not paying his pro-rata share of the maintenance expenses. This lien shall be for the amount owed by the landowner and shall be pursued by any means allowed by law.

9. In the event that Franklin County or any other governmental body lawfully requires the private road to be upgraded above the standard of approval herein or publicly dedicated and constructed to Department of Transportation standards, then all landowners shall be responsible for maintenance and the cost of the maintenance of the entire road system in upgrading it to the new standard which is required. In the event public dedication of the private road is required by Franklin County, the landowners shall publicly dedicate the portion of the road required to be dedicated.

10. Should any part of this Maintenance Agreement be found to be unenforceable or void by any court, such determination shall not affect any other of the several parts hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, Owners have hereunto set their hands and seals on the day and year first above written.

Robert L. Forrest (SEAL)
R.L. FORREST, OWNER

Margie A. Forrest (SEAL)
MARGIE A. FORREST, OWNER

William S. Jones (SEAL)
WILLIAM S. JONES, OWNER

Janice Jones (SEAL)
JANICE JONES, OWNER

Roy E. Hawkins (SEAL)
ROY E. HAWKINS, OWNER

Lois Hawkins (SEAL)
LOIS HAWKINS, OWNER

Joseph M. Lushene (SEAL)
JOSEPH M. LUSHENE, OWNER

Jackie P. Lushene (SEAL)
JACKIE P. LUSHENE, OWNER

Clyde V. Wilder (SEAL)
CLYDE WILDER, OWNER

Vera W. Wilder (SEAL)
VERA WILDER, OWNER

NORTH CAROLINA
WAKE COUNTY

I, Joseph T. Layhach, a Notary Public
of the aforesaid County and State do certify that

Robert & Margie H. Forner personally appeared
before me this day and acknowledged the due execution of the
foregoing instrument.

Witness my hand and notarial seal, this the 23 day
of April, 1986.

Joseph T. Layhach
NOTARY PUBLIC
Raleigh, N.C. 27610

My Commission Expires: 3-22-88

NORTH CAROLINA

~~WAKE COUNTY~~

FRANKLIN

I, Esther B. Bell, a Notary Public
of the aforesaid County and State do certify that

Roy E. Hawkins and
Lois Hawkins personally appeared
before me this day and acknowledged the due execution of the
foregoing instrument.

Witness my hand and notarial seal, this the 24 day
of April, 1986.

Esther B. Bell
NOTARY PUBLIC

My Commission Expires: August 10, 1986

NORTH CAROLINA

~~WAKE COUNTY~~

FRANKLIN

I, Danula J. Kinton, a Notary Public
of the aforesaid County and State do certify that

Clyde V. Wilder
Vera W. Wilder personally appeared
before me this day and acknowledged the due execution of the
foregoing instrument.

Witness my hand and notarial seal, this the 24 day
of April, 1986.

NOTARY PUBLIC

My Commission Expires: Aug 16-88

NORTH CAROLINA
WAKE COUNTY

I, Ruby W. Bailey, a Notary Public
of the aforesaid County and State do certify that

James Jones & William D. Jones personally appeared
before me this day and acknowledged the due execution of the
foregoing instrument.

Witness my hand and notarial seal, this the 26th day
of June, 1986.

Ruby W. Bailey
NOTARY PUBLIC

My Commission Expires: Aug 16-88

NORTH CAROLINA
WAKE COUNTY

I, Beverly M. Booker, a Notary Public
of the aforesaid County and State do certify that

Joseph M. Lushene
Joseph M. Lushene personally appeared
before me this day and acknowledged the due execution of the
foregoing instrument.

Witness my hand and notarial seal, this the 5 day
of May, 1986.

Beverly M. Booker
NOTARY PUBLIC

My Commission Expires: 3-19-89

NORTH CAROLINA-FRANKLIN COUNTY

The foregoing certificates of
Joseph T. Gayhardt, IV, Esther B.
Bell, Pamela J. Kinton, Ruby W.
Bailey, and Beverly M. Booker,
Notaries Public, are certified to
be correct. This the 7th day of
May, 1986.

Martha D. Shearin
Martha D. Shearin
Register of Deeds

NORTH CAROLINA - FRANKLIN COUNTY

Filed for registration the 7th
day of May, A.D. 1986
At 4:00 P.M. in Book 861
Page(s) 478-482

Martha D. Shearin
MARTHA D SHEARIN, REGISTER OF DEEDS