

**DECLARATION OF RESTRICTIONS AND PROVISIONS
FOR PRIVATE ROAD MAINTENANCE**

THIS DECLARATION, made this 30th day of May, 2025, by TMA Enterprise, LLC, a North Carolina Limited Liability Company (hereinafter "TMA"), hereinafter called Declarant.

WITNESSETH:

WHEREAS, TMA owns two parcels of land fully described in Article 1 below; and

WHEREAS, the said Parcels will have access to North Carolina State Road 1003 (a/k/a Epsom Rocky Ford Road) via the private road shown on the map hereinafter referred to in Article 1, said private road being shown as "**Leah Lane**" **45' Joint Access Easement (Type I Private Easement)** (hereinafter referred to as Leah Lane); and

WHEREAS, Declarant by this Declaration of Restrictions, wish to bind itself, its successors and/or assigns to provide for perpetual ingress, egress and regress to and from the Parcels over Leah Lane to NCSR 1003; and

WHEREAS, Declarant by this Declaration of Restrictions, wish to bind itself, its successors and/or assigns of said Parcels to provide for maintenance of said Leah Lane;

NOW, THEREFORE, Declarant agrees for itself and with any and all persons, firms or corporations hereafter acquiring any of the Parcels (whether in whole or in the future subdivided into smaller parcels) 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 Parcels and insure to the benefit of and be binding upon the heirs, successors and/or assigns of Declarant.

Article 1 – Property. The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective and restrictive covenants set forth in the various Articles of this Declaration is located in Hayesville Township, Franklin County, North Carolina, and is more particularly described as follows:

Parcel 1:

BEING all of that 4.96 Acres Tract shown as Tract 2 on map thereof entitled "Survey for Harold M. & Shelby H. Renn and Jonathan M. Renn, Owners - Joe Ben Alston Heirs & Benjamin O. Alston" drawn by Cawthorne & Associates, Registered Land Surveyors, P.A., dated February 6, 1996, and recorded in Map Book 1996, Page 94, Franklin County Registry, to which map reference is hereby made for a more particular description of same, and together with that right of ingress, egress and regress to and from NCSR 1003 over that private access easement commonly known as Leah Lane as shown on the above referenced map and as described in that Joint Access easement recorded in Book 1022, Page 876, and re-recorded in Book 1023, Page 423, Franklin County Registry.

Franklin County Parcel #010494

**Property Address: 50 Leah Ln.
Louisburg NC 27549**

Parcel 2:

BEING all of that 4.86 Acres Tract shown as Tract 1-A and Tract 1-B on map thereof entitled "Survey for Harold M. & Shelby H. Renn and Jonathan M. Renn, Owners - Joe Ben Alston Heirs & Benjamin O. Alston" drawn by Cawthorne & Associates, Registered Land Surveyors, P.A., dated February 6, 1996, and recorded in Map Book 1996, Page 94, Franklin County Registry, to which map reference is hereby made for a more particular description of same, and together with that right of ingress, egress and regress to and from NCSR 1003 over that private access easement commonly known as Leah Lane as shown on the above referenced map and as described in that Joint Access Easement recorded in Book 1022, Page 876, and re-recorded in Book 1023, Page 423, Franklin County Registry.

Franklin County Parcel #010481

**Property Address: 55 Leah Ln.
Louisburg, NC 27549**

Extensions to Leah Lane within the aforesaid property, or to other property, or for utility access to other property, will not be permitted unless the property benefited by the extension is thereafter bound by this Declaration as Article 1 property. This Declaration may only be amended to include such additional properties only at the election of a majority vote of the owners under the same procedure used in Article 3 for the maintenance of Leah Lane.

Article 2 – Dedication. Declarant hereby grant unto itself and the future record owners of the aforesaid Parcel 1 and Parcel 2 as shown on the above referenced recorded map and as said Leah Lane may be extended in accordance with this Declaration, perpetual ingress, egress and regress over, on and under the said Leah Lane including the use of Leah Lane for the purposes of installation and maintenance of underground utilities (including, but not limited to, electric power, water, gas, sewer, cable television, and internet).

TO HAVE AND TO HOLD the above-described easement as an appurtenance to all of Parcel 1 and Parcel 2, which easement shall run with said lands forever.

Article 3 – Maintenance of Road. Leah Lane shall be maintained in its current condition which is packed and graded soil and gravel, suitable for all weather passage.

For so long as Declarant shall be willing and able to serve, it shall be responsible for:

1. Determining what maintenance is necessary to maintain Leah Lane.
2. Contracting repairs and notifying the owners of each Tract served by Leah Lane of their respective assessments at least annually; and
3. Estimating the costs of maintenance in advance, and depositing the funds received in a separate account, the records of which shall be available for inspection by any owner subject to assessment.

If at any time Declarant is unable or unwilling to provide for the maintenance of said Leah Lane, or if Declarant no longer has an interest in any Article 1 property, the owners of the Article 1 property shall be responsible for maintenance as herein provided. Any owner of Article 1 property or the owner of any interest therein, shall have the right to enforce the maintenance standard by sending by registered or certified mail, return receipt requested, written notice of all proposed maintenance and of the time and place of a meeting of all Article 1 owners (said meeting to take place no less than 10 days following the mailing of such notice) to all such owners at their last known addresses as shown on the Franklin County Tax Records.

At such owners' meeting all maintenance shall be approved by a majority of the votes cast (each owner having one vote for each parcel subject to this Declaration). In the event of a tie vote, the tie shall be broken as follows: a neutral third party shall be identified and approved by the owners who have cast votes which have resulted in a tie (such approval of the neutral third party not being unreasonably withheld); said neutral third party shall conduct a coin flip under rules and circumstances as he or she shall see fit (i.e., coin type; landing posture; which party shall represent which side of the coin; location of coin flip procedure; etc.); after such rules are established and understood by all owners, said neutral third party shall conduct three coin flips pursuant to the rules set forth for such coin flips; the best two of three shall prevail, and such action shall be deemed taken per the prevailing owner's vote.

Every owner of any of the Article 1 property shall bear on a pro-rata basis the cost of maintaining said Leah Lane, this being each owner's pro-rata 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.

Each owner's pro-rata share of the maintenance costs of said Leah Lane shall be the total cost of maintenance and divided by total number of lots served by Leah Lane. By way of example only: if there are three owners, each owner shall be responsible for 1/3 of the total maintenance costs. Each owner's pro-rata share of the maintenance cost of said Leah Lane shall be due and owing to whichever other owner initiated the maintenance enforcement within 10 days of the said owners' meeting. If not paid by that time, said initiating owner may file suit for the same on behalf of all of the owners.

Notwithstanding the vote at the owners' meeting, nothing in this Declaration of Restrictions shall be construed as denying any owner the right to see that the said Leah Lane is maintained to Article 3

standards, and any owner may require that the maintenance requirements be submitted to binding arbitration under the rules and regulations of the American Arbitration Association (as governed by the Uniform Arbitration Act of North Carolina, North Carolina General Statutes Section 1.567. 1 et seq, as it may be from time to time amended) by notice mailed to all said record owners at their last known addresses by registered or certified mail, return receipt requested, by 5:00 p.m. on the second working day following the owners' meeting, unless such arbitration notice is sent, the vote of the majority of the owners shall be conclusive as to what maintenance is mandated by this Declaration of Restrictions.

Article 4 – Upgrades to Road Condition. Future development of the property described in Article 1 may require upgrading of Leah Lane to either a higher standard or to North Carolina Department of Transportation standards. In the event that Franklin County or any other governmental body, as a condition to the approval of any development of the property described in Article 1, requires that Leah Lane be upgraded above the Article 1 standard or publicly dedicated and constructed to Department of Transportation standards, then all owners bound under this Declaration shall be responsible for maintenance and the costs of maintenance of the entire Leah Lane system to the new standard on the point system described in Article 3. Provided, however, that the initial cost of construction shall be shared solely by the owner(s) of the portion of the Article 1 property, the development of which requires that Leah Lane or any portion of Leah Lane be upgraded. The cost of upgrading Leah Lane shall be apportioned among those owners as they agree, or if they do not agree, then among them according to the system described in Article 3. In the event public dedication of Leah Lane or any extension of Leah Lane or portions thereof is required by Franklin County or any other governmental body, all persons bound by this Declaration shall dedicate to the public that portion of Leah Lane required to be dedicated.

Leah Lane located within said property may otherwise be dedicated to the public at the election of a majority vote of the owners under the same procedure used in Article 3 for the maintenance of said Leah Lane.

Article 5 – Changes in Nature of Served Property. If property bound under this Declaration is combined, divided or developed so that it no longer has access to or need of Leah Lane, then such property is released from the obligations of this Declaration.

Article 6 – Term. This Declaration shall remain in full force and effect as to said Leah Lane or any portion thereof until such time as said Leah Lane or any portion thereof shall be taken over by the North Carolina Department of Transportation for maintenance purposes, and any portion of said Leah Lane not so taken over by the North Carolina Department of Transportation shall remain subject to this Declaration. Declarant, for so long as they own any Parcel or portion thereof described in Article 1, and thereafter, all owners of such property, accept all liability related to the use and maintenance of said Leah Lane and agree to hold Franklin County and the State of North Carolina harmless from such liability. Declarant acknowledges that some public services may not be provided to the parcels abutting the said Leah Lane due to the private nature of said Leah Lane.

Article 7 – Extraordinary Use. This Declaration is to govern the maintenance of said Leah Lane when subject to ordinary use. If any owner bound under this Declaration shall cause any extraordinary wear and tear on said Leah Lane by building, well drilling, or other heavy use, said owner shall be responsible to pay such extraordinary cost of maintenance as is caused by said use.

Article 8 – Miscellaneous. This Declaration shall run with and be appurtenant to the land and shall be binding upon the heirs, successors, and/or assigns of each record owner of the Article 1 property. Enforcement of these covenants and restrictions shall be by and proceeding at law or in equity. Invalidation of any of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect. When used in this Declaration, the singular shall include the plural, the masculine shall include the feminine and the neuter, and vice versa, as the meaning may require.

IN WITNESS WHEREOF, Declarant have caused this instrument to be signed and sealed on the day and year first written above.

TMA Enterprise, LLC

By: Tommy A. Brooks (SEAL)
Tommy A. Brooks, Member/Manager

NORTH CAROLINA

WAKE COUNTY

I, Brian C. Spence, Notary Public in and for the County of Wake, State of North Carolina, certify that **Tommy A. Brooks** personally appeared before me this day and acknowledged that he is Member/Manager of TMA Enterprise, LLC, a North Carolina Limited Liability Company, and that he, being authorized to do so, executed the foregoing and annexed instrument on behalf of the Company for the purposes therein expressed.

Witness my hand and notarial seal, this 30th day of May, 2025.

Brian C. Spence
Brian C. Spence, Notary Public
My Commission Expires: 08/03/2025

