

NORTH CAROLINA

ROAD MAINTENANCE DECLARATION

FRANKLIN COUNTY

THIS DECLARATION, made and entered into this the 15 day of March, 20 05
by and between the undersigned parties, hereinafter collectively called "Declarants,"

WITNESSETH:

WHEREAS, Declarants own fee simple title to the real property described in Article I
below;

WHEREAS, the said property will have access to **State Road 1203** via the road shown
on the plat hereinafter referred to, said private road being known as "**Riggans Way**";

WHEREAS, Declarants, by this Declaration, wish to bind themselves, their successors
and assigns to provide all owners of any portion of said property owned by Declarants described
below perpetual ingress, egress and regress to said State Road; and

WHEREAS, Declarants by this Declaration and these restrictions, wish to bind
themselves, their successors and assigns to provide for maintenance of said private road until
such time as the private road is accepted by the State of North Carolina for maintenance.

NOW, THEREFORE, Declarants agree for themselves and any and all persons, firms or
corporations hereinafter acquiring any of the property described in Article I 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 said property and
ensure to the benefit of and be binding upon the heirs, successors and assigns of Declarants and
other acquiring parties and persons.

ARTICLE I

The real property (the "property") which is the subject to this Declaration is located in
Franklin County, North Carolina and more particularly described as follows:

PREPARED BY AND RETURN TO:

Martin Law Firm
8396 Six Forks Rd. #201
Raleigh, NC 27615

BEING all of those certain parcels of land shown on the plat entitled "Property Survey for Ted Gupton, Franklinton Township, Franklin County, North Carolina" by Williams, Pearce & Assoc., R.L.S. dated June 30, 1984 and more commonly known as Riggans Way.

ARTICLE II

Declarants hereby grant unto themselves and the future owners of lots within the property a non-exclusive easement for perpetual ingress, egress and regress along the private roads within the property.

ARTICLE III

The private roads shall be maintained as roads passable in all weather conditions. Any record owner of any lot within the property served by the private roads shall have the right to enforce maintenance standards by sending by registered or certified mail, return receipt requested, written notice of all proposed maintenance, the cost thereof, and the time and place of meeting (said meeting to take place no less than thirty (30) days following the mailing of such notice to all record owners at their last known addresses disclosed by the FRANKLIN County Tax Listings.

At the record owner's meeting, each record owner shall have one vote for each lot owned. But, in no event shall any lot or any subdivision thereof have more than one vote, regardless of the number of record owners. A majority of the votes cast, in person or by signed proxy at a record owner's meeting, is required for the approval of all maintenance. Further, at such meeting, the record owners by a majority of the votes cast in person or by signed proxy, shall select an agent to contract the maintenance work. Each record owner shall bear, on a pro rata basis, the cost of maintaining the private roads within the property, including but not limited to patching, paving, grading, adding gravel or rock to fill ruts, holes and washed out sections and doing any other needed maintenance. "Maintenance," as that term is used in this Declaration, shall not include improvements to the roads beyond their condition as constructed, and shall not mean or refer to widening, landscaping, or any other upgrading. Each record owner's pro rata share shall be due and owing to the elected agent within ten (10) days, said cost may be reduced to a judgment and shall become a lien on the land of the defaulting owner. Notwithstanding any vote at the record owner's meeting, nothing in this agreement shall be construed as denying any record owner the right to ensure that the private roads within the property are maintained. Any record owner with a lot within the property may require that any dispute concerning the maintenance requirements set forth herein be submitted to binding arbitration under the Rules of the American Arbitration Association (as governed by the Uniform Arbitration Act of North Carolina, North Carolina General Statutes Section I-567.1 et seq., as it may be from time to time be amended) by notice mailed to all record owners at their last known addresses as is shown on the FRANKLIN County Tax Listings by registered or certified mail, return receipt requested, by 5:00 p.m. on the second working day following the record owner's meeting. Unless such arbitration notice is sent, the vote of the majority of the record owners shall be conclusive as to the maintenance mandated by this agreement. The costs of such arbitration shall be borne by all

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record owners, pro rata, if maintenance is ordered, or if not, entirely by the party (or parties) seeking arbitration.

ARTICLE IV

The private roads within the property may be dedicated to the public by a majority vote of the record owners of lots within the property served by the private roads at a meeting called and a vote taken as set out in Article III above, except the notice must state that the meeting is called to vote on dedicating the roads to the public. In that event, the record owners and their successors in title and interest to any portion of the property served by the private roads within the property will remain responsible for road maintenance as herein provided until such time as said roads are maintained by a governmental body. Provided, however, nothing in this Article shall be construed as requiring record owners to bear the cost of anything other than maintenance, as that term is defined in Article III hereinabove.

ARTICLE V

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 a lot within the property.

ARTICLE VI

This agreement shall remain in full force and effect as to the aforementioned roads or any portion thereof until such time as said roads or any portion thereof are maintained by a governmental body and any portion of said roads not maintained by a governmental body shall remain subject to this agreement and be maintained by the record owners of those lots in the property served by that portion of said roads not maintained by a governmental body as the record owners of those lots in the property served by that portion of said roads not maintained by a governmental body shall decide as set out herein.

ARTICLE VII

It is further stipulated and agreed that the record owners of lots within the property and their heirs, successors or assigns may enforce this agreement by injunction and that this shall not be in exclusion of, but in addition to, all other remedies available in law or equity.

ARTICLE VIII

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

ARTICLE IX

For the purpose of these restrictions, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa, as the meaning may require.

ARTICLE X

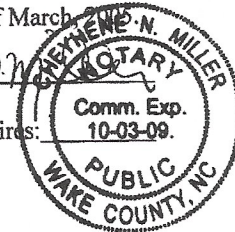
This Declaration, by and among the parties hereto of even date herewith, contain the entire understanding of the parties hereto, and neither shall be amended without the written agreement of all of the parties hereto,

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

Luther D. Neville (SEAL)
 Printed Name: Luther D. Neville
 Property Address: 296 Higgins Way
Franklin NC 27525

Sworn to and subscribed before me
 this 15 day of March,

Cheyhene N. Miller
 Notary Public
 My Commission Expires: 10-03-09



____ (SEAL)
 Printed Name: _____
 Property Address: _____

Sworn to and subscribed before me
 this _____ day of March, 2005.

 Notary Public
 My Commission Expires: _____

____ (SEAL)
 Printed Name: _____
 Property Address: _____

Sworn to and subscribed before me
 this _____ day of March, 2005.

 Notary Public
 My Commission Expires: _____

North Carolina-Franklin County
 The annexed certificate of Cheyhene N. Miller, a Notary Public, is certified to be correct and duly recorded this 22nd day of March, 2005.

Linda H. Stone
 Linda H. Stone, Register of Deeds
Betty Harrington (SEAL)
 Printed Name: _____

Sworn to and subscribed before me
 this _____ day of March, 2005.

Property Address: _____

 Notary Public
 My Commission Expires: _____

North Carolina Franklin County

I Cheyhene N. Miller, a Notary Public for Wake County, North Carolina, do hereby certify that Luther D. Neville personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
 Witness my hand & official seal this 22nd day of March, 2005.
Cheyhene N. Miller
 Notary Public
 October 3, 2009
 Expiration date