

LINDA H. STONE, REGISTER OF DEEDS
FRANKLIN COUNTY, N.C.
FILED: FOR REGISTRATION

DATE: July 18, 2003

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PREPARED BY: WARREN, PERRY & ANTHONY
P.O. BOX 1187
WAKE FOREST, NC 27588-1187

NORTH CAROLINA
FRANKLIN COUNTY

ROAD MAINTENANCE AGREEMENT

BOOK OF MAPS 2003, PAGE 197

KNOW ALL MEN BY THESE PRESENTS that CLIFFORD SAPPAAH AND RICHARD SAPPAAH, being the owner(s) of those parcels of land located in Youngsville Township, and being more particularly described as follows:

BEING all of Lots 1 through 8 as shown on that plat of Green Meadows Subdivision recorded in Book of Maps 2003, Page 197, Franklin County Registry, and

DO HEREBY agree and covenant with all persons, firms or corporations, now owning and hereafter acquiring any of the area included within the above referenced land, that all are hereby subjected to the following road maintenance agreement, running with said properties by whomsoever owned, to wit:

(1) Until such time as all lots on the land described above have been sold, Clifford Sappah and Richard Sappah shall be responsible for maintenance of the roads identified as "Buffaloe Road" and "Kinderkamack Road" on the above referenced map. Once all of said lots are sold and for so long as the roads identified as "Buffaloe Road" and "Kinderkamack Road" remains private roads, each lot owner will be responsible for a proportionate share of the costs of maintaining the roads until the N.C. Department of Transportation accepts the maintenance of said road, at which time this agreement will become null and void. The proportionate share of each lot owner shall be the number of lots he/she may own to the total number of lots fronting on said private road. If the number of lots fronting on "Buffaloe Road" and "Kinderkamack Road" increase, the number of lot owners responsible for a proportionate part of the maintenance costs will increase but if one owner owns more than one lot, that owner will share according to the original total number of lots developed.

(2) To ensure that the road is at all times kept serviceable for all weather conditions, Clifford Sappah and Richard Sappah will obtain periodic maintenance services on the road. The costs of this periodic road maintenance shall be borne proportionately as set out in paragraph (1) above by each lot owner and shall be paid immediately upon being billed. Failure to pay such proportionate share within thirty (30) days of the date of billing shall constitute a failure to pay for labor and materials as is contemplated in N.C.G.S. Section 44(A)-8 et seq. and the above named owners, their heirs or assigns, individually or jointly, shall be entitled to proceed against the non-paying lot owner to perfect a lien against the lot as is provided in N.C.G.S. Section 44(A)-12 et seq.

(3) Should at any time Clifford Sappah and Richard Sappah no

longer be the owner of any lot on the aforesaid named street herein then a majority of the lot owners shall select a person or firm to undertake the responsibility of obtaining periodic road maintenance. Each lot owner will continue to be liable for the proportionate costs and the remedies for non-payment will be the same as were hereinabove vested in paragraph (2) above.

(4) In the event that the person designated in paragraph (2) above does not perform the needed inspections and obtain periodic maintenance on the road, a two-thirds majority vote of the lot owners may have the road inspected and maintained as needed and the cost apportioned to each lot owner as provided in paragraph (1) above. Non-payment in this instance will subject the lot owner to the same remedies as are set out in paragraph (2) above. By a two-thirds majority vote of the lot owners, the road may be paved and the costs apportioned proportionally to each lot owner and non-payment by any land owner will subject the owner to the same remedies as set out in paragraph (2) above. Any lot owner, may at his own expense, perform maintenance on the road, provided any maintenance improves its condition to keep the road serviceable to in all weather condition.

WITNESS my hand and seal, this the 18 day of

July 2003.

CLIFFORD SAPPAN

RICHARD SAPPAN

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that CLIFFORD SAPPAN and RICHARD SAPPAN, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 18 day of July, 2003.

My Commission Expires: 9/15/06 Snowdean J. Hedrick
NOTARY PUBLIC

NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate of Snowdean J. Hedrick, a Notary Public is certified to be correct. This the 18th day of July, 2003.

Linda H. Stone
Linda H. Stone Register of Deeds

by: Caroleyn Coley, Asst.