

BOOK 651 PAGE 696

MAIL TO:

mailed 6/24/94
A. Douglas Locklear
553 Maple St.
Augusta, N.C.
27512

CUB CREEK ASSOCIATION OF OWNERS
PRIVATE ROAD MAINTENANCE AGREEMENT

This agreement, made and entered into this 22nd day of JUNE, 1994, by and among the undersigned individuals being the lot owners of real property in Cub Creek Subdivision, Granville County, North Carolina along private roads of ingress and egress having a 60 foot right of way as shown on plat recorded in Map Book 13, Page 135, Granville County Registry prepared by James R. Wilson, RLS, for A. Douglas Locklear and dated JUNE 3, 1991, Walnut Grove Township, Granville County, North Carolina. Further, Lot #4 accessible by 50 foot ingress - egress easement coming off of private road on same plat will also comply to this agreement. Said individuals are hereinafter referred to as "Owners."

WITNESSETH

That Whereas, the undersigned Owners hold title to certain parcels or tracts of land adjacent to the above-described private roads; and

That Whereas, access to the parcels or tracts of land is by virtue of the above-described private roads and it is the desire of the Owners herein to provide for maintenance of said roads, and

That Whereas, in order to more specifically set out the rights, duties and obligations of said Owners with respect to the above described private roads they covenant and agree as set forth below.

Now, therefore, in consideration of the agreements herein set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Owners hereby declare, covenant, and agree as follows:

ack 9/12 1.

The Owners of each parcel or tract of land shall be responsible to pay an annual fee of ~~\$200.00~~ \$50.00 to be deposited into an interest bearing account. The developer will maintain the roads and make a charge against this account accordingly. These roads will remain at no less than the Granville County minimum standards; 3" ABC "crush and run" with a width of 20 feet along the road, and at cul-de-sacs, gravel surface is 35 feet in radius.

2.

Non-routine, major maintenance and/or repair work shall not be done unless and until three-fourths (3/4) majority of the Owners consent.

3.

Any up-grades in the road will have to be agreed by all Owners before it will be approved.

4.

Any change caused by driveway connections, by heavy trucks or machinery, or by abuse to the road shall be repaired at the expense of the Owners responsible for such damage.

5.

Failure of any "Owner" to pay his or her annual fee within 60 days of the mailing of the notice of the fee for Road Maintenance shall constitute a failure to pay for labor and materials contemplated by North Carolina General Statutes Section 44A-8 et seq. and the other owners shall be entitled to proceed against the nonpaying Owner to perfect their lien as provided by the North Carolina General Statutes. This right inures to the benefit of the Owners for the cost of any unpaid dues to the Association.

6.

This agreement shall automatically terminate in the event the above described private roads become public roads that are maintained by the State of North Carolina or by a municipality.

7.

After 51% of the lots are sold, the Owners may set up a Road Maintenance Committee consisting of 3 members. No one (1) parcel or tract shall afford more than 1 member to the Committee. These Committee members shall meet not less than 2 times (twice) in a calendar year.

BOOK 651 PAGE 698

In Testimony Whereof, the parties hereto have set their hands and seals, the day and year as shown.

A. D. Locklear / Developer 6-22-94
(Seal) Date

Judy L. Locklear / Developer 6-22-94
(Seal) Date

Cyrus Rufus Sexton / Purchaser 6-22-94
(Seal) Date

Deborah M. Sexton / Purchaser 6-22-94
(Seal) Date

(Seal) Date

(Seal) Date

(Seal) Date

STATE OF North Carolina, COUNTY OF Granville.

I, Manda Stevens, a Notary Public of the above named State and County, do hereby certify that A. D. Locklear, Developer & Judy A. Locklear, Developer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 22nd day of June, 1994.

(SEAL)

Manda Stevens
Notary Public

My commission expires: October 27, 1997

STATE OF North Carolina, COUNTY OF Granville.

I, Manda Stevens, a Notary Public of the above named State and County, do hereby certify that Cyrus Arbury Sexton, Jr., Purchaser & Deborah M. Sexton, Purchaser personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 22nd day of June, 1994.

(SEAL)

Manda Stevens
Notary Public

My commission expires: October 27, 1997

STATE OF NORTH CAROLINA, GRANVILLE COUNTY

The foregoing certificate of Manda Stevens

of Granville County, N.C., a Notary Public
are certified to be correct. This instrument was presented

for registration and filed in this office in Book 651 Page 496

This 22nd day of June, 1994 at 4:40 o'clock P.M.

Register of Deeds [Signature]

By [Signature] Assistant/Deputy

1400