

This instrument was prepared by: Christy L. Maillet, Attorney at Law
Mail after recording to: Christy L. Maillet, P.A.
105 N. Main Street, Suite 105
Roxboro, North Carolina 27573

VANCE COUNTY, N.C.
FILED FOR RECORD

99 MAY -6 PM 3:53

CYNTHIA S. ABBOTT
REGISTER OF DEEDS

**ROAD MAINTENANCE AGREEMENT
FOR
MANOR LANE AND ESTATE COURT**

03095

THIS ROAD MAINTENANCE AGREEMENT, established the 27th day of April, 1999, by CEDAR CREEK LAND CO., L.L.C., a Virginia Limited Liability Company, having their usual place of business in the Town of Rustburg, Virginia, hereinafter referred to as Seller;

WITNESSETH:

THAT WHEREAS, Seller is the owner of certain lands more particularly described in Deed Book 839, Page 782, Vance County Registry;

THAT WHEREAS, Seller does hereby declare and place the following Road Maintenance Agreement as a term of conveyance for Tracts 3 through 16, and possibly Tracts 1, 2, 17, 19 and 20;

THAT WHEREAS, the term "Purchaser" shall be defined to include all purchasers of property in the subdivision known as **Plantation Pines**, their heirs, successors and assigns;

NOW, THEREFORE, Seller and Purchaser agree as follows:

1. Seller and Purchaser agree that Purchaser will contribute One Hundred Dollars (\$100.00) per year for the maintenance of that portion of private road which fronts Tracts #1 through #20, as shown on survey of lands of CEDAR CREEK LAND CO., L.L.C., Vance County, Berkley, Howell & Associates Land Surveyors, dated the 22nd day of December, 1998;.
2. In addition, Seller and Purchaser agree that all maintenance and upkeep, including snow removal, will be done on the basis of competitive bids and only as required and only on demand of one or more of the property owners serviced by said private road. No work will be undertaken where the projected cost will exceed Five Hundred Dollars (\$500.00), until the consent of seventy-five percent (75%) of the property owners is obtained.
3. Seller and Purchaser agree that said upkeep and maintenance will be limited to that required by virtue of erosion and ordinary wear to the road surface unless otherwise agreed to by one hundred percent (100%) of the property owners is obtained.
4. Purchaser agrees to attend a meeting of all property owners (to be announced at a later date and with at least one (1) month's notice), at which time an individual or individuals will be elected by said property owners to handle the details of this Agreement.
5. Road maintenance dues shall be collected at closing and turned over to the Owners Association at the first meeting. All subsequent dues shall be collected by the Owners Association.
6. If it is decided by the Owners Association that the stated amount is either to be increased or decreased, it shall be by vote consisting of seventy-five percent (75%) of the property owners.
7. Repairs and maintenance: Purchaser shall be responsible for repair of any damage to roads in the subdivision resulting from the willful or negligent acts of himself or his agents, servants, or employees. Purchaser agrees to perform any such repairs at his own expense and within a reasonable time, but not in excess of thirty (30) days after written notice of such damages shall have been sent to Purchaser from Seller or the Owners Association.
8. If the owners of Tracts 1, 2, 17, 19 and/or 20 decide to access their property solely from the State Road, and the State agrees to give them a driveway permit, they will not be required to contribute One Hundred Dollars (\$100.00) per year to the maintenance of the private road.
9. Purchaser agrees to install all driveways and drainage pipes to the State or County Department of Highways and Transportation specification.

10. This Agreement contains the entire understanding of the parties and may only be modified by written and agreed upon changes thereto and will be binding upon their heirs, successors, and assigns of both the Purchaser and Seller.
11. When and if any tract is further subdivided, each part of the parent tract will be required to become a member of the Association at the current assessment rate.

WITNESS our hand and seal.

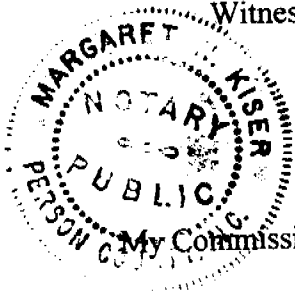
CEDAR CREEK LAND CO., L.L.C.

BY: Joseph D. Maillet (SEAL)
A Manager for Cedar Creek Land Co., L.L.C.

STATE OF NORTH CAROLINA
COUNTY OF PERSON

I, MARGARET W. KISER, a Notary Public of the aforesaid State and County, do hereby certify that JOSEPH D. MAILLET, A Manager Cedar Creek Land Co., L.L.C., a Virginia Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official seal, this the 27th day of April, 1999.



Margaret W. Kiser
Notary Public

My Commission Expires: 3/17/2001

STATE OF NORTH CAROLINA
COUNTY OF VANCE

The foregoing certificate of _____, a Notary Public of the governmental unit designated, is certified to be correct. This instrument and certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

CYNTHIA S. ABBOTT, REGISTER OF DEEDS

BY: _____

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Margaret W. Kiser, Notary Public of Person County, N.C. is certified to be correct. This instrument and certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

CYNTHIA S. ABBOTT, REGISTER OF DEEDS

By: Cathy Kiser Assistant