

Mailed 4-26-89

Prepared by and return to: Robert Maggiolo, 3200 Croasdaile Drive
Suite 302, Durham, NC 27705
NORTH CAROLINA
GRANVILLE COUNTY

MAINTENANCE AGREEMENT

THIS DECLARATION, made this 3rd day of April, 1989, by Jean D. Guy, Donna M. Talley, Donald James Talley, Linda Lou Whitt, Ronald M. Whitt, Sr., ~~Charles R. May, Sr.~~, Kenneth Jerry Woodall, Carolyn Marie Woodall, Dennis Bullock, Connie S. Bullock, ~~Betty Annette May~~, Jerry Jacobs, Linda Faye Jacobs, Barbara A. Guloin, Robert L. Hyde, Sarah Faye Hyde, ~~Samuel Thomas Nichols, Inez C. Nichols~~, Robert A. Moore, Pamela S. Moore, James B. Willette and Audrey D. Willette, hereinafter called Declarants;

WITNESSETH

WHEREAS, Declarants own in fee simple the real property described in Article I below known as "DEERFIELD;"

WHEREAS, the said property will have access to NCSR #1132 via the private roads shown on the plat described below known as Deerfield Drive and Jacobs Circle; and

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

WHEREAS, Declarants by this Maintenance Agreement wish to bind themselves, their successors and assigns, to provide for

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maintenance of Deerfield Drive and Jacobs Circle until such time as the said road is accepted by the State of North Carolina for maintenance;

NOW THEREFORE, Declarants agree for themselves and for and with any and all persons, firms, or corporations hereafter 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 the said property and inure 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 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 Tally Ho township, Granville County, North Carolina, and is more particularly described as follows:

BEING all of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30, 31, 32, 33, in the property known as DEERFIELD as per plat of survey now on file in the Office of the Register of Deed of Granville County and recorded in Plat Book 9 at Page 119.

ARTICLE II.

Declarants hereby grant unto themselves and the future record owners of the aforesaid property adjoining and abutting Deerfield Drive and Jacobs Circle as shown on said recorded plat,

and as said road may in the future be extended, non-exclusive easement for perpetual ingress, egress and regress along the said road and for the purposes of installation and maintenance of utilities.

ARTICLE III.

Declarants, so long as they shall be record owners of any of the aforesaid property, shall be responsible for the maintenance of said private road as herein provided. In the event Declarants no longer own any of the aforesaid property, the successors in interest shall be responsible for maintenance as herein provided.

ARTICLE IV.

Every owner of any of the aforesaid property abutting on said road shall bear on a pro-rata basis, the cost of maintaining said private road, 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. Written notice of all proposed maintenance shall be made to all owners of record at their last known address. Deerfield Drive and Jacobs Circle shall be maintained to standards which provide passage in all weather conditions. Maintenance and repairs necessary to keep the said road to the above standards shall be approved by a majority of the votes cast with respect to the proposed maintenance provided that for this purpose each lot shall be assigned one vote to be cast by the owners of said lot. Each owner's pro-rata share of the maintenance cost of the said private road shall be due and owing

to the Declarants within ten (10) days of demand; if not so paid, then said costs may be reduced to a judgment by the Declarants.

ARTICLE IV

When either Declarants are unwilling or unable to provide for the maintenance of Deerfield Drive and Jacobs Circle as is set out in Article III, this Article IV shall control the maintenance of Deerfield Drive and Jacobs Circle.

Any owner of property served by Deerfield drive and Jacobs Circle shall have the right to enforce maintenance standards that provide passage in all weather conditions 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 the said record owners (said meeting to take place no less than ten (10) days following the mailing of such notice) to all such record owners at their last known addresses.

At such owners' meeting, all maintenance shall be approved by a majority of the votes cast (each lot shall be assigned one vote to be cast by owners of said lot).

Every owner of any of the aforesaid property using said road shall bear on a pro-rata basis the cost of maintaining said private road, 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 private road shall be divided equally among the owners of

the lots. Each Owner's pro-rata share of the maintenance cost of the said private road shall be due and owing to whichever other owner initiated the maintenance enforcement within ten (10) days of the said owners' meeting. If not paid by that time, said costs may be reduced to a judgment and shall become a lien on the land of the defaulting record owner.

ARTICLE V

In the event that the said private road is extended within the aforesaid property, or to other property, or for sewer access to other property, the costs of maintaining the entire road system shall be borne by all the record owners of the property served by the private road on an equal basis; provided, however, that the initial costs of constructing any extension of the road shall be borne solely by James B. Willette.

ARTICLE VI

In the event Granville County or any other governmental body, as a condition to the approval of any further subdivision of property of the Declarants, may require said private road to be upgraded above the present standard or publicly dedicated and constructed to Department of Transportation standards, then in that event, all record owners at this time of lots described in Article I shall be responsible to maintain and to pay costs of maintenance of the entire road system to the new standard on the system described in Article IV. Provided, however, that the initial cost of constructing the road or any portion of the road to a higher private road standard or to Department of

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Transportation standards shall be borne solely by the owners of the portion of property the subdivision of which triggers the requirement that the road or any portion thereof be upgraded. The cost of constructing the road or any portion thereof to a higher private road standard or to the Department of Transportation standards shall be shared by the owners responsible for the upgrading according to the system described in Article IV, if they are otherwise unable to apportion the cost. In the event public dedication of the said private road or any extension or portion thereof is required by Granville County, Declarants and all persons taking title to the aforesaid property from and through Declarants shall publicly dedicate that portion of said road required to be dedicated.

ARTICLE VII

The private road located within said property may be dedicated to the public at the election of a majority of the owners if Article IV is in effect as to the maintenance of Deerfield Drive and Jacobs Circle and in the event dedication is not required by a governing body as set forth above. In that event, the owners and their successors in title and interest to any of the property described herein will remain responsible for road maintenance as herein provided until such time as the road dedicated is maintained by the North Carolina Department of Transportation or other governmental body.

ARTICLE VIII

In the event that a lot owner in Deerfield, not named herein wishes to become a declarant and member under this Maintenance Agreement, said owner shall not become a declarant and member and shall receive no benefit from this Maintenance Agreement until the owner pays the pro-rata share of the previous cost for maintenance already paid by the declarants herein from January 1, 1990 until the date the pro-rata share of the owner wishing to become a declarant and member is paid.

ARTICLE IX

For the year 1989 Deerfield Drive and Jacobs Circle shall be maintained by James B. Willette to the standards set forth above.

ARTICLE X

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 the aforesaid property.

ARTICLE XI

This Agreement shall remain in full force and effect as to said road or any portion thereof until such time as said road or any portion thereof shall be taken over by the North Carolina Department of Transportation shall remain subject to this Agreement.

ARTICLE XII

The Declarants specifically reserve in themselves the right to use Deerfield Drive and Jacobs Circle for ingress, egress, and regress, and for the installation and maintenance of utilities

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to any and all property they might desire.

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

Jean D. Guy (SEAL)
Jean D. Guy
Lot 27

Donald James Talley (SEAL)
Donald James Talley
Lot 15

Ronald W. Whitt Sr. (SEAL)
Ronald W. Whitt, Sr.
Lot 26

Kenneth Jerry Woodall (SEAL)
Kenneth Jerry Woodall
Lot 25

Carolyn Marie Woodall (SEAL)
Carolyn Marie Woodall
Lot 25

Connie S. Bullock (SEAL)
Connie S. Bullock
Lot 12

Linda Faye Jacobs (SEAL)
Linda Faye Jacobs
Lot 13

Robert L. Hyde (SEAL)
Robert L. Hyde
Lots 16 and 17

Sarah Faye Hyde (SEAL)
Sarah Faye Hyde
Lots 16 and 17

Pamela S. Moore (SEAL)
Pamela S. Moore
Lot 32

Audrey D. Willette (SEAL)
Audrey D. Willette
Lots 3, 4, 5, 6, 7, 8, 9,
10, 11, 18, 19, 20, 21,
22, 23, 24 and 30

Donna M. Talley (SEAL)
Donna M. Talley
Lot 15

Linda Lou Whitt (SEAL)
Linda Lou Whitt
Lot 26

Charles R. May, Sr. (SEAL)
Charles R. May, Sr.
Lot 28

Dennis W. Bullock (SEAL)
Dennis W. Bullock
Lot 12

Betty Annette May (SEAL)
Betty Annette May
Lot 28

Jerry Wayne Jacobs (SEAL)
Jerry Wayne Jacobs
Lot 13

Barbara A. Guloin (SEAL)
Barbara A. Guloin
Lot 31

Samuel Thomas Nichols (SEAL)
Samuel Thomas Nichols
Lot 33

Inez C. Nichols (SEAL)
Inez C. Nichols
Lot 33

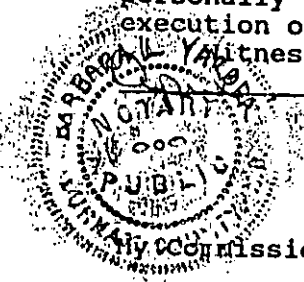
Robert A. Moore (SEAL)
Robert A. Moore
Lot 32

James B. Willette (SEAL)
James B. Willette
Lots 3, 4, 5, 6, 7, 8, 9,
10, 11, 18, 19, 20, 21,
22, 23, 24 and 30

NORTH CAROLINA
Durham COUNTY

I, a Notary Public of the County and State aforesaid, certify that James D. King, Donna M. Jolley, Donald James Jolley, Linda Sue L. H. Romal, William H. De, Kenneth G. J. Jolley, Carolyn Marie Jolley, David L. Jolley, Connie S. Jolley, Geraldine Jacobs, Linda J. Jolley, Barbara A. Jolley, Robert S. Jolley, Susan J. Jolley,

personally came before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this 20th day of _____, 1989.

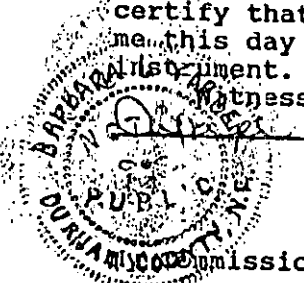


Barbara S. Jolley
Notary Public

NORTH CAROLINA
Durham COUNTY

I, a Notary Public of the County and State aforesaid, certify that Donald James Jolley personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 11th day of _____, 1989.

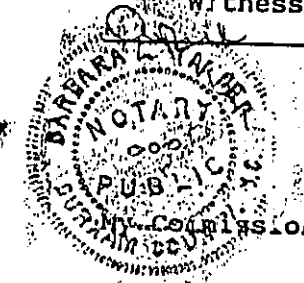


Barbara S. Jolley
Notary Public

NORTH CAROLINA
Durham COUNTY

I, a Notary Public of the County and State aforesaid, certify that James B. Jolley and Linda J. Jolley personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 3rd day of _____, 1989.



Barbara S. Jolley
Notary Public

Commission Expires: March 22, 1994

STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate(s) of Barbara S. Jolley (are) certified to be correct.

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Granville County, N. C., in Book 569, Page 37.

This 21st day of April, A. D., 1989 at 9:55 o'clock P. M.

Recorded and verified: By Elfred O. Jolley Asst. Register of Deeds
\$ 22.00 Rec. Fees \$ _____ Stamps _____

Elfred O. Jolley
Register of Deeds