

STATE OF NORTH CAROLINA
COUNTY OF WAKE

STREET MAINTENANCE AGREEMENT

Lots 1, 2, 3, 4, 5, 6, 7, 11, 12, 13, 14 of Creekside Subdivision according to survey by Mullen, Williams & Pearce, P.A., Registered Land Surveyors, as shown on plat thereof dated 7 December 1981 entitled "Property Survey for Creekside - Louisburg Township, Franklin County, North Carolina".

WHEREAS, the lot owners wish to provide for the maintenance and upkeep of the private road known as Creekside drive as shown on the aforesaid plat; and whereas, all the owners further wish to provide for a perpetual easement for ingress and egress over Creekside Drive for each owner; now, therefore, in consideration of the foregoing premises, the owners for themselves and their grantees, successors, heirs and assigns, hereby covenant and agree as follows:

1. Maintenance and Upkeep. Until such time as Creekside Drive is dedicated by all of the owners to the state of north Carolina, Franklin county or the city of Louisburg, and is accepted for maintenance all the lot owners shall share equally in the cost of maintenance such that the street is in a condition suitable for automobile travel.

The lot owner shall perform work in the maintenance of Creekside Drive equal to that performed by the other abutting property owners who use and maintain it, or shall hire work to be performed equal to such works performed by such other users of Creekside Drive.

2. Easement. Each owner, whether lot or street owner, hereby conveys to the other owner, their quests, grantees, successors, heirs, assigns and successors in interest a perpetual right of way and easement for ingress and egress over, upon and across that portion of Creekside Drive owned by him. This easement shall be an easement shall be an easement appurtenant to the property.

3. Term of the Agreement. the provisions of this agreement shall be binding on all parties and all persons claiming under them until July 1, 2020 or until such time as Creekside Drive is dedicated to and accepted by the state of North Carolina, Franklin county or the city of Louisburg for maintenance.

4. violations. If the parties hereto, or any of them, or their grantees, heirs, successors, or assigns shall violate or attempt to violate any of the provisions herein, it shall be lawful for any other person or persons owning any real property which is subjected to this agreement to prosecute any proceedings at law or in equity against the

comply with the provisions or recover damages or other dues for such violation. Such damages shall include court costs and reasonable attorney fees.

5. Severability: Invalidation of any of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

6. Construction: Wherever the context of this agreement requires or permits, genders will be interchangeable and the singular number shall be construed to include the plural, and vice-verse.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this 27 day of July, 1990.

LOT 1 : William Keith (SEAL)

William Keith

Mattie Keith (SEAL)
Spouse

LOT 2 : James A. Wilkins (SEAL)

James A. Wilkins

Jacqueline S. Wilkins (SEAL)
Spouse

LOT 3 : James F. Jones (SEAL)

James F. Jones

Mary E. Jones (SEAL)
Spouse

LOT 4 : Bemonia M. Person (SEAL)

Bemonia M. Person

Spouse (SEAL)

LOT 5 : Jessie L. Alston (SEAL)
Jessie L. Alston
MARY J. Alston (SEAL)
Spouse

LOT 6 : Ruddie L. Clifton (SEAL)
Ruddie L. Clifton
Bertie Clifton (SEAL)
Spouse

LOT 7 : Julius C. Fogg (SEAL)
Julius C. Fogg
Mary W. Fogg (SEAL)
Spouse

LOT 11 : Sousan M. Asiaee (SEAL)
Sousan M. Asiaee
Spouse (SEAL)
Spouse

LOT 12 : George Thomas (SEAL)
George Thomas
Jean Thomas (SEAL)
Spouse

LOT 13 : _____ (SEAL)

Spouse (SEAL)
Spouse

LOT 14 : _____ (SEAL)

Spouse (SEAL)
Spouse

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF WAKE)

BEFORE ME, the undersigned authority, duly authorized to take acknowledgements and administer oaths, personally appeared ,

William Keith and Mattie Keith ,

James A. Wilkins and Queen S. Wilkins ,

James F. Jones and Mary E. Jones ,

Bemonia M. Person ,

Jessie L. Alston and Mary J. Alston ,

Freddie L. Clifton and Dorthey Clifton ,

JULIUS C. Fogg and Mary W. Fogg ,

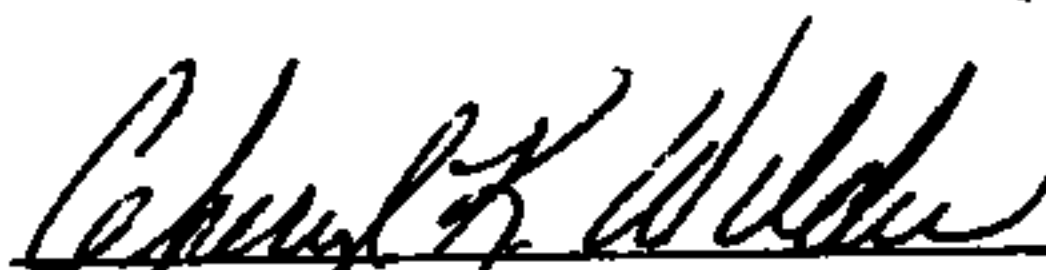
Sousan M. Asiaee and Seyed Naziri ,

George Thomas and Joan Thomas ,

after being by me first duly sworn, deposes and says that they are the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL this 27 day of July, 1990.




CHERYL K. WILDER
NOTARY PUBLIC

My commission expires: August 13, 1994

STREET MAINTENANCE AGREEMENT

LOT 13

James E. King Jr. (SEAL)

Minnie L. King (SEAL)
Spouse

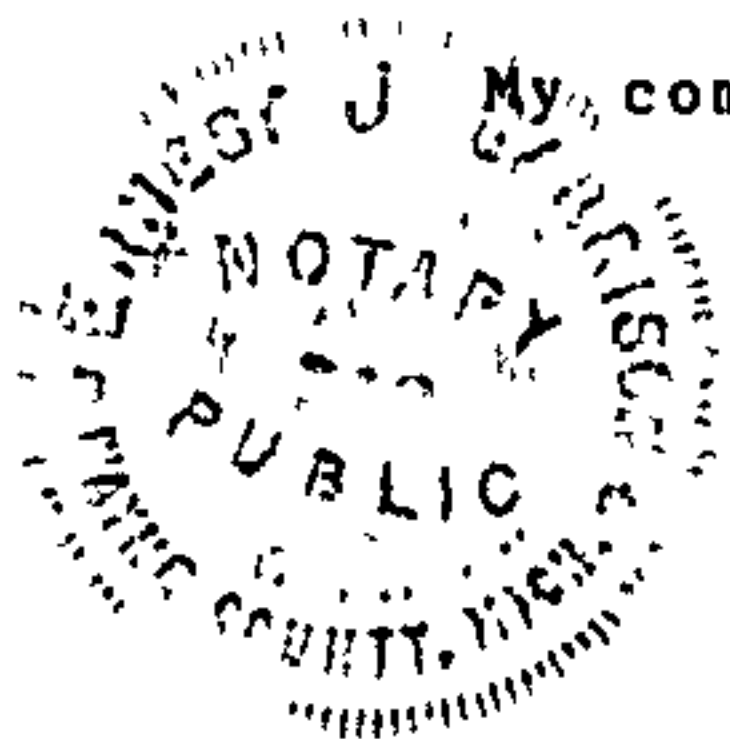
STATE OF Michigan)
COUNTY OF Wayne) SS.

BEFORE ME, the undersigned authority, duly authorized to take acknowledgements and administer oaths, personally appeared, James E. King, Jr. & Minnie L. King after being by me first duly sworn, deposes and says that they are the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL this 19th day of Nov. 1990.

Ernest J. Garrison
NOTARY PUBLIC

ERNEST J. GARRISON
Notary Public, Wayne County, MI
My Commission Expires Jan. 11, 1992



STREET MAINTENANCE AGREEMENT

LOT 14

Robert Edwards (SEAL)

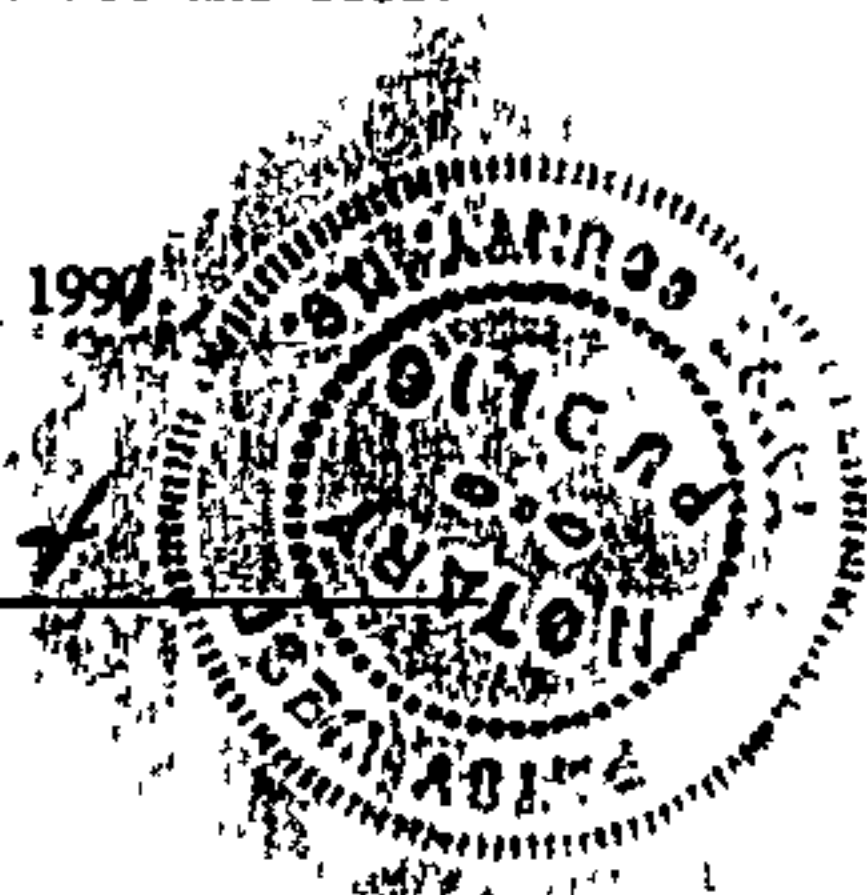
Sandra J. Edwards (SEAL)
Spouse

STATE OF N.C.)
COUNTY OF Vance) SS.

BEFORE ME, the undersigned authority, duly authorized to take acknowledgements and administer oaths, personally appeared, Robert Edwards & Sandra Edwards after being by me first duly sworn, deposes and says that they are the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL this 10th day of Jan. 1990

Patsy West
NOTARY PUBLIC



My commission expires 6-3-95

STATE OF NORTH CAROLINA, FRANKLIN COUNTY
The foregoing certificate(s) of Cheryl K. Wilder, Ernest J. Garrison & Patsy West, Notary Public,

is/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 Franklin County, N.C., in Book 933, Page(s) 229-234
This 21st day of January, A.D. 19 91, at 2:35 o'clock P.M.

MARTHA D. SHEARIN, REGISTER OF DEEDS

Martha D. Shearin

By Asst. Deputy Register of Deeds