

BK010929PG01393

WAKE COUNTY, NC 434
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07/20/2004 AT 14:38:54

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NORTH CAROLINA
WAKE COUNTY

PRIVATE ROAD
MAINTENANCE AGREEMENT.

THIS AGREEMENT, made and entered into this 19 day of July, 2004 by and among the undersigned individuals, being the lot owners of real property along Ethan's Overlook Drive in the Susan C. Cockman subdivision in Barton's Creek Township, Wake County, North Carolina, said individuals hereinafter referred to as "owners";

WITNESSETH:

THAT WHEREAS, the undersigned Owners hold title to certain tracts of land adjacent to the private road known as Ethan's Overlook Drive; and

THAT WHEREAS access to the lots in the subdivision known as (the Susan C. Cockman Subdivision) is by virtue of Ethan's Overlook Drive and it is the desire of the owners herein to provide for maintenance of said road ; and

THAT WHEREAS, in order to more specifically set out the rights, duties and obligations of said owners with respect to Ethan's Overlook Drive 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.

- 1: The owner of each lot shall be responsible for each lots proportionate share (1 / 3) of the cost maintainence and repair of the road which maintenance and repair shall be in accordance with the Wake County Subdivision Regulation's minimum standards for private roads in effect at the time of recordation of this agreement; depth of base course is 3 inches to 5 inches of crusher run stone (gravel), width of stone along road is 16 feet, and at cul de sacs, gravel is 35 feet in radius.
- 2: It is understood and agreed that the maintainence and repair called for by this agreement shall not exceed the above-stated standards unless agreed to by all Owners. Any Owner shall have the right to upgrade the standard of the road in whole or in part, but such owner shall be solely responsible for the cost of such upgrade unless otherwise agreed; and all other Owners shall remain

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liable for the maintenance and repair of the road, but only to the extent that they would be liable had the standard of the road not been upgraded;

3: Non-routine major maintenance and/or repair work (being defined as work which will cost in excess of \$300 per year per lot) shall not be done unless and until a three/fourths majority of the Owners consent, and, in this regard, each owner agrees that his/her consent will not be unreasonably withheld.

4: The owners agree to meet at or immediately following the execution of this Agreement and appoint owners of three lots too serve on a Road Maintenance Committee that is to oversee the maintenance and repair of the road. In this connection, the developer of the subdivision, (if any), shall be one of the owners to serve on the committee and shall serve until such time as he or she no longer owns 5% or more of the lots along said road. The Road Maintenance Committee shall meet at least twice a year to assess what routine maintenance and repair is needed and to notify, in writing, each Owner about what maintenance and repair needs to be done and what the cost will be for each Owner. Unless objections are received from a lot Owner within (20) days from the mailing of the notice, the committee is authorized to proceed with the routine repair and maintenance and the collection of the costs.

Any Owner may notify the Road Maintenance Committee of any routine maintenance and repair work that the owner believes should be done.

The Road Maintenance Committee shall consider the guidelines for "periodic maintenance" set by the Wake County Subdivision Administrator in connection with the committee assessing what maintenance and repair is needed for Ethan's Overlook Drive. These guidelines include: (1) the regrading of the road, (2) the replacing of gravel, (3) the controlling of vegetation within the right-of-way, and (4) the maintenance of drainage ditches and culverts.

Each lot Owner shall be responsible for keeping his or her mailing address current with the Committee, and the Committee may rely on such information for purposes of mailing notices.

5: All Owners shall have deemed to have agreed to the proposed routine maintenance and repair unless they object within (20) days, in which event, a meeting shall be called to discuss and vote upon the proposed road maintenance and repair. At such meeting, a (three/fourths) majority vote of those lot Owners present and voting prevail. Each lot Owner shall have one vote, regardless of the number of people who own the lots.

6: 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 Owner responsible for such damage.

7: The road may be paved and the cost apportioned equally to each lot Owner only with the consent of all the lot Owners

8: Failure of any Owner to pay his or her proportionate share of the cost within 60 days of the mailing of the notice of the cost by the Road Maintenance Committee shall constitute a failure to pay for labor and materials contemplated by North Carolina General Statutes Section 44A-B et seq and the other owners shall be entitled to proceed against the nonpaying Owner to perfect their lien as provided by North Carolina General Statutes. This right inures to the benefit of the Owners for the such cost of any maintenance and/or repair or paving provided such cost is authorized in accordance with this agreement.

9: The Owners hereby declare the previous Road Maintenance Agreement recorded in Deed Book N/A , Page N/A , of the Wake County Registry null and void. (All lot owners subject to previous agreements must be a party to this Agreement).

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- 10: This agreement shall automatically terminate in the event that Ethan's Overlook Drive becomes a public road that is maintained by the State of North Carolina or by a municipality.
- 11: This agreement shall be binding upon and inure to the benefit of the Owners, their heirs, successors and assigns, and furthermore the terms and provisions set forth herein shall be appurtenant too and shall run with the land, being the aforesaid lots and the easement rights associated therewith.
- 12: Additional Owners of lots and parcels of land with the legal right (easement) to use any portion of the roads listed in this agreement may be bound to this Agreement provided these additional Owners (a) draft an exact copy of this Agreement with reference to the Deed Book and Page, (b) include the Owner's property description and notarized signatures, (c) record the document, (d) deliver a certified copy of the recorded document to each current member of the Road Maintenance Committee. The Road Maintenance Committee may require the payment for each additional lot or parcel an amount equal to the share that an owner of record was required to pay per lot for Road Maintenance and Repair during the previous 24 months. These funds are to be used exclusively for current or future road maintenance and repair.
- 13: All new lots or parcels created by the recordation of a subdivision plat approved by Wake County will be required by Wake County Subdivision Administration to enter into and be bound by the terms of this Agreement provided that these new lots or parcels have the right to use any portion of the roads listed in this agreement or as amended.
- Should the subdivision plat create a new road or extend an existing road the new road(s) must have an additional road maintenance agreement if a majority of the Owners of previously bound lots vote not to add the new road(s) to this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have set their hands and seals the day and year first shown above.

LOT # 1
Description of lot or parcel:
LOT # 2
Description of lot or parcel:
LOT # 3
Description of lot or parcel:

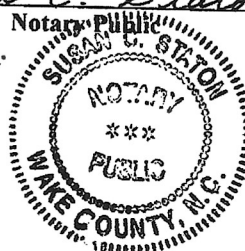
Susan C. Cockman
Owners Signature
Susan C. Cockman
Owners Signature
Susan C. Cockman
Owners Signature:

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, in and for the State and County aforesaid, do hereby certify that Susan C. Cockman personally appeared before me this day and acknowledged the due execution of the foregoing document,

This 19 Day of July, 2004. Susan C. Stator

My Commission expires 4-8-2006





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Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate of Susan C. Stalton

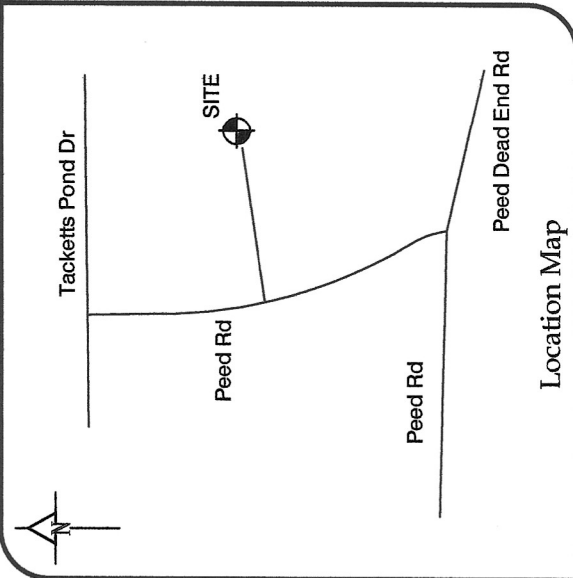
____ Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: Gavin Morgan
Assistant/Deputy Register of Deeds

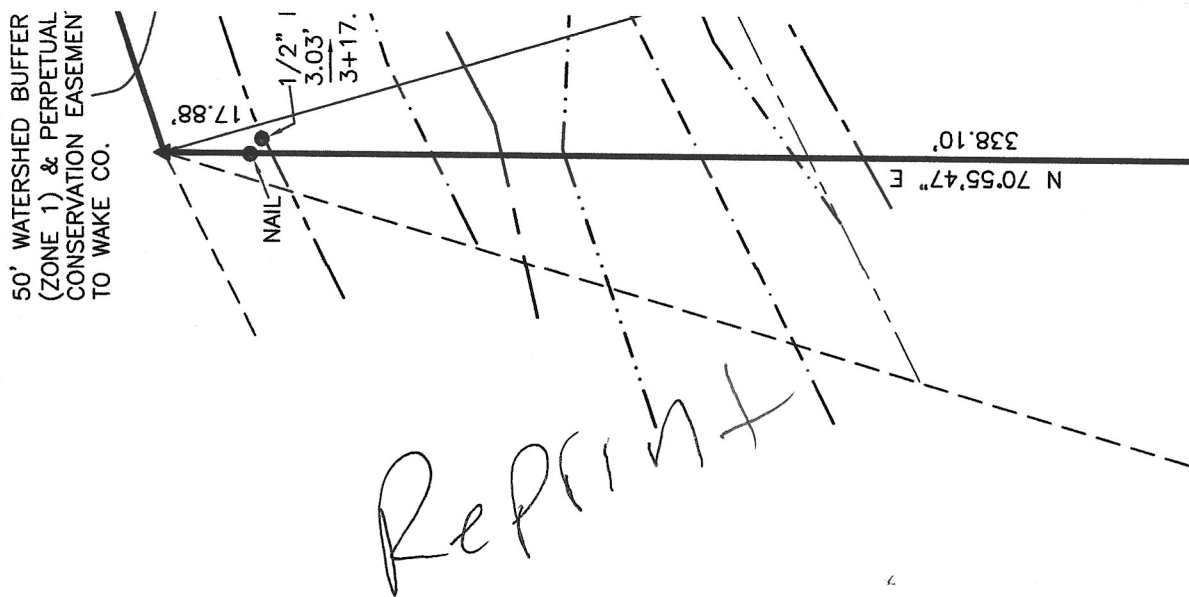
This Customer Group
____ # of Time Stamps Needed

This Document
____ New Time Stamp
4 # of Pages



General Notes

- 1) Area by Coordinate Method.
- 2) No published geodetic control monument found within 2000' of this site.
- 3) All buildings, surface, subsurface improvements and utilities are not necessarily depicted hereon.
- 4) New monumentation is no. 5 rebar unless noted otherwise.
- 5) All distances are horizontal ground distances in U.S. survey feet.
- 6) This survey performed without benefit of title examination and is made subject to any document which may affect subject property.
- 7) Environmental conditions, wetlands, jurisdictional waters or other conditions which may be regulated by Federal, State or local authorities were not investigated. Riparian buffers and other restrictions may be applicable.
- 8) Surface and subsurface utilities depicted hereon are based on visible evidence only. Utility companies should be contacted for information regarding any utilities.
- 9) All easements, buffers and flood hazard soils shown per BM 2004/1363. Refer to referenced plat for recorded notes and conditions.
- 10) Flood zone plotted by graphical method only per FIRM 3720089100J dated 5/2/2006.



Reprint