

*William - Police & Fire,
P.O. Box 892
Zebulon, N.C. 27599*

PREPARED BY Wake County, NC 189
Laura M Riddick, Register Of Deeds

NORTH CAROLINA Presented & Recorded 08/25/2000 11:10:05 ROAD MAINTENANCE AGREEMENT

WAKE COUNTY Book : 008665 Page : 02721 - 02722 ~~BOOK OF MAPS 1999, PAGE~~

KNOW ALL MEN BY THESE PRESENTS that
, being the owners of that parcel or land located in Little River ..
Township, and being more particularly described as follows:

BEING all of those lots Lots 1, 2 & 3 of Joey McLeod lots as shown
on map entitled " Property survey for Joey McLeod" dated 04-10-00

do hereby agree and covenant with all persons, firms or corporations, now
owning and hereafter acquiring any of the area included within the above
referenced land, that all are hereby subjected to the following road
maintenance agreement, running with said properties by whomsoever owned, to
wit:

(1) So long as the road identified as "Black Stallion " on the above
identified map remains a private road, each lot owner will be responsible
for a proportionate share of the costs of maintaining the road until the
N.C. Department of Transportation accepts the maintenance of said road and
at which time this agreement will become null and void. The proportionate
share by each lot owner shall be the number of lots he/she may own to the
total number of lots fronting on said private road. If the number of lots
increase, those fronting on Black Stallion Ct, the number of lot owners
responsible for a proportionate part of the maintenance costs will increase
but if one owner owns more than one lot, that owner will share according to
the original total number of lots developed.

2. To ensure that the road is at all times kept serviceable for all
weather conditions, Joey McLeod will obtain periodic maintenance
services on the road. The costs of this periodic road maintenance shall be
borne proportionately as set out in paragraph (1) above by each lot owner
and shall be paid immediately upon being billed. Failure to pay such
proportionate share within thirty (30) days of the date of billing shall
constitute a failure to pay for labor and materials as is contemplated in
NC GS §44(A)-8 et seq. and the above named owners or their assigns,
individually or jointly, shall be entitled to proceed against the
non-paying lot owner to perfect a lien against the lot as is provided in NC
GS §44(A)-12 et seq.

3. Should at any time the owners above named no longer be the owner
of any lot on the aforesaid named street herein then a majority of the lot
owners shall select a person or firm to undertake the responsibility of
obtaining periodic road maintenance. Each lot owner will continue to be
liable for the proportionate costs and the remedies for non-payment will be
the same as were hereinabove vested in paragraph (2) above.

4. In the event that the person designated in paragraph (2) above does
not perform the needed inspections and obtain periodic maintenance on the
road, a two-thirds majority vote of the lot owners may have the road
inspected and maintained as needed and the cost apportioned to each lot
owner as provided in paragraph (1) above. Non-payment in this instance
will subject the lot owner to the same remedies as are set out in paragraph
(2) above. By a two-thirds majority vote of the lot owners, the road may
be paved and the costs apportioned proportionally to each lot owner and
non-payment by any land owner will subject the owner to the same remedies
as set out in paragraph (2) above. Any lot owner, may at his own expense,
perform maintenance on the road provided any maintenance improves its

EXHIBIT A

TRACT ONE:

BEING all of Lot 1, containing 3.00 acres, as shown on the map entitled "Property Survey for Joey McLeod, Little River Township, Wake County, North Carolina" recorded in Book of Maps 2002, Page 1516, Wake County Registry, reference to which is made for a more particular description.

TRACT TWO:

A non-exclusive right of ingress, egress and regress along the sixty (60) foot private road shown as "Black Stallion Court", which leads from SR 2406 (Shepard School Road) to Tract One above and is shown on the map recorded in Book of Maps 2002, Page 1516, Wake County Registry.

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008665 Page : 02721 - 02722

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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 Brunetta R. Taylor

Notary(ies) Public is (are) certified to be correct This instrument