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Prepared by: William W. Browning, 120 E. Main St. Durham, NC 27701
CYNTHIA S. ABBOTT
REGISTER OF DEEDS

NORTH CAROLINA

ROAD MAINTENANCE DECLARATION

DURHAM COUNTY

THIS DECLARATION, made this 30th day of March, 2001, by David A. Coghill, James A. Debnam and wife, Dorothy M. Debnam, Richard Green and wife, Lillian W. Green, Mary E. Mincey (single), Ralph C. Bryant and wife, Patricia Bryant, Dennis H. Saunders (single) and John F. Fuller, Jr. and wife, Lorette E. Fuller (hereinafter called Declarants).

WITNESSETH:

THAT WHEREAS, Declarants own in fee simple the real property described in Article 1 below; and

WHEREAS, the said property will have access to State Road 1101 via the 30 foot easement as shown on that plat recorded in Plat Book T at page 229, Vance County registry (hereinafter referred to as private road); and

WHEREAS, Declarants by this Declaration, wish to bind themselves, their successors and assigns to provide all owners of any portion of said property owned by Declarants described below perpetual ingress, egress and regress to State Road 1101; and

WHEREAS, Declarants by this Declaration, wish to bind themselves, their successors and assigns to provide for maintenance of said private road;

NOW, THEREFORE, Declarants agree for themselves and with any and all persons, firms or corporations hereafter acquiring any of the property described in Paragraph 1 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.

1. 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 Henderson Township, Vance County, North Carolina, and is more particularly described as follows:

Sarah H. Lail That property on which is located the private road described as "Proposed Street" shown as Lots 10, 11, 12, 15, 16, 17, 19, 20 and 23 as more particularly described on that plat and survey thereof of the PROPERTY SURVEYED FOR WILLIAM H. LEWIS and recorded in Plat

Book T at page 229, Vance County Registry, which lies on the eastern side of the State Road 1101 (hereinafter "Private Road"). The Private Road is also known as SARAH Lane.

2. Declarants hereby grant unto themselves and the future record owners of the aforesaid property adjoining and abutting the Private Road, perpetual ingress, egress and regress over, on and under the said Private Road including the use of the road for the purposes of installation and maintenance of utilities.

TO HAVE AND TO HOLD the above-described easement as an appurtenance to all of the property, which easement shall run with said lands forever.

3. The Private Road shall be maintained as a gravel road passable in all weather conditions.

The owners of the property as shown on the recorded plats herein-above referred to shall be responsible for maintenance as herein provided. Any owner of a subdivided lot within said property served by said road or the owner of any interest therein, shall have the right to enforce the maintenance standard by sending by registered or certified mail, return receipt requested, written notice of all proposed maintenance and of the time and plat of a meeting of the said record owners (said meeting to take place no less than 10 days following the mailing of such notice) to all such owners at the last known address as shown on the Vance County Tax Records.

At such owners' meeting all maintenance shall be approved by a majority of the votes cast (each owner having one vote for each subdivided lot owner and three for each dwelling unit on a lot).

Every owner of any of the aforesaid property described in Paragraph 1 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 or additional drainage culverts.

Each owner's pro-rata share of the maintenance costs of said Private Road shall be the total cost of maintenance multiplied by said owner's votes and divided by the total of all the owners' votes within the property. Each owner's pro-rata share of the maintenance cost of said Private Road shall be due and owing to whichever other owner initiated the maintenance enforcement within 10 days of the said owner's meeting. If not paid by that time, said initiating owner may file suit for the same on behalf of all the owners.

Notwithstanding the vote at the owners' meeting, nothing in this Declaration shall be construed as denying any owner the right

to see that the said road is maintained to the standards herein provided, and any owner may require that the maintenance requirements be submitted to binding arbitration under the rules and regulations of the American Arbitration Association (as governed by the Uniform Arbitration Act of North Carolina, North Carolina General Statutes Section 1.567.1 et seq. as it may be from time to time amended) by notice mailed to all said record owners at their last known addresses by registered or certified mail, return receipt requested, by 5:00 p.m. on the second working day following the owners' meeting, unless such arbitration notice is sent, the vote of the majority of the owners shall be conclusive as to what maintenance is mandated by this Declaration of Restrictions.

DESPITE THE ABOVE, FOR SO LONG AS THE OWNER OF A LOT DOES NOT ACTIVELY USE THE ROAD FOR ACCESS OR CAUSE ANY DAMAGE TO THE ROAD SUCH OWNER WILL HAVE NO VOTE IN THE MAINTENANCE NOR WILL SUCH OWNER BE REQUIRED TO PAY FOR THE MAINTENANCE OF THE ROAD.

4. 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.

5. In the event that extensions are made to the said Private Road within the aforesaid property, or to other property, or for utility access to other property, the costs of said Private Road as described herein shall be borne by all record owners of any property served by the said Private Road as set forth in Paragraph 3; provided, however, that the initial costs of constructing any extension of the road and the maintenance of any extensions once built shall be borne solely by the Owners of the portion of said property abutting said road extensions as they may agree, or if they do not agree, then among them by the same point system as set out above.

6. 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 for maintenance purposes, and any portion of said road not so taken over by the North Carolina Department of Transportation shall remain subject to this Agreement.

7. This Agreement is to govern the maintenance of the Private Road when subject to ordinary use. If any owner liable under this Agreement shall cause any extraordinary wear and tear on said road by building, well drilling, or other heavy use, said owner shall be responsible to pay such extraordinary costs of maintenance as are caused by said use. If the responsibility for such extraordinary costs of maintenance are not agreed between the owners at an owners meeting called under the provisions of Paragraph 3 above, the responsibility for said costs shall be subject to binding arbitration as set out in Paragraph 3 above.

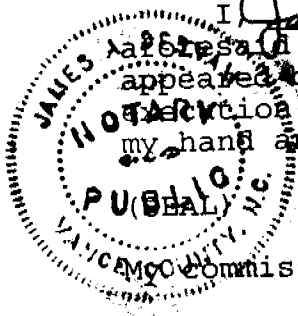
IN WITNESS WHEREOF, Declarants have caused this instrument to be signed and sealed on the day and year first written above.

David A. Coghill (SEAL)
David A. Coghill
Owner of Lot 11

STATE OF NORTH CAROLINA
COUNTY OF VANCE

I, James A. Delmon, a Notary Public of the county and state of North Carolina do hereby certify that David A. Coghill personally appeared before me this day being duly sworn, acknowledged the due execution of the foregoing Road Maintenance Declaration. Witness my hand and notarial seal, this 30th day of March, 2001.

James A. Delmon
Notary Public
My commission expires: May 27, 2002



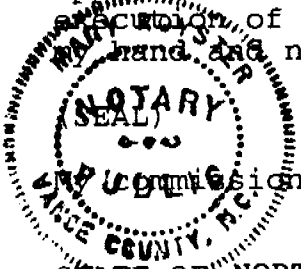
IN WITNESS WHEREOF, Declarants have caused this instrument to be signed and sealed on the day and year first written above.

James A. Debnam (SEAL)
James A. Debnam
Owner of Lot 15

Dorothy M. Debnam (SEAL)
Dorothy M. Debnam
Owner of Lot 15

STATE OF NORTH CAROLINA
COUNTY OF VANCE

I, MARY ROYSTER, a Notary Public of the county and state aforesaid do hereby certify that James A. Debnam personally appeared before me this day being duly sworn, acknowledged the due execution of the foregoing Road Maintenance Declaration. Witness my hand and notarial seal, this 30 day of March, 2001.

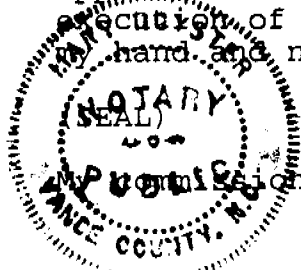


My commission expires: 11/03/2002. Notary Public

Mary Royster

STATE OF NORTH CAROLINA
COUNTY OF VANCE

I, MARY ROYSTER, a Notary Public of the county and state aforesaid do hereby certify that Dorothy M. Debnam personally appeared before me this day being duly sworn, acknowledged the due execution of the foregoing Road Maintenance Declaration. Witness my hand and notarial seal, this 30 day of March, 2001.



My commission expires: 11/03/2002. Notary Public

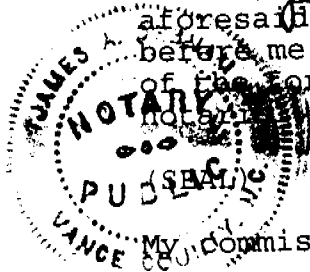
Mary Royster

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

Mary E. Mincey (SEAL)
Mary E. Mincey
Owner of Lots 17 & 19

STATE OF North Carolina
COUNTY OF WANCE

I, James A. Delham, a Notary Public of the county and state
aforesaid do hereby certify that Mary E. Mincey personally appeared
before me this day being duly sworn, acknowledged the due execution
of the foregoing Road Maintenance Declaration. Witness my hand and
notary seal, this 30th day of March, 2001.



My commission expires: May 27, 2002. James A. Delham
Notary Public

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

Richard D Green, Jr. (SEAL)
Richard Green, Jr.
Owner of Lot 20

Lillian W. Green (SEAL)
Lillian W. Green
Owner of Lot 20

STATE OF North Carolina
COUNTY OF Vance

I, James A. Debnam, a Notary Public of the county and state aforesaid do hereby certify that Richard Green personally appeared before me this day being duly sworn, acknowledged the due execution of the foregoing Road Maintenance Declaration. Witness my hand and notarial seal, this 30th day of March, 2001.

(SEAL)
My commission expires: May 27, 2002. James A. Debnam Notary Public

STATE OF North Carolina
COUNTY OF Vance

I, James A. Debnam, a Notary Public of the county and state aforesaid do hereby certify that Lillian W. Green personally appeared before me this day being duly sworn, acknowledged the due execution of the foregoing Road Maintenance Declaration. Witness my hand and notarial seal, this 30th day of March, 2001.

(SEAL)
My commission expires: May 27, 2002. James A. Debnam Notary Public

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificates of James A. Debnam and Mary Royster, Notaries Public of Vance County, NC are 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: Stephanie R. Grissom Deputy