

JEAN B MCANAY
1609 WAIT AVE
WAKE FOREST NC 27537

NORTH CAROLINA
WAKE COUNTY

PRIVATE ROAD MAINTENANCE
AGREEMENT 000255

REGISTERED
WAKE COUNTY

BK6593PG0844

THIS AGREEMENT, made and entered into this 15th day of February, 1995, by and among the undersigned individuals, being all of the lot owners of the real property along Hope Farm Lane, a private road in Hope Farm Subdivision in Wake Forest Township, Wake County, North Carolina, and being more particularly described as Tax Map 235, Parcel 14, said individuals hereinafter referred to as "Owners";

WITNESSETH:

THAT WHEREAS, the undersigned Owners hold title to certain tracts of land fronting on the private road known as Hope Farm Lane; and

THAT WHEREAS, access to the lots in the subdivision known as Hope Farm Subdivision is by virtue of Hope Farm Lane and it is the desire of the Owners herein to provide for maintenance of said road; and

THAT WHEREAS, some of the owners filed a "Road Maintenance Agreement Hope Farm Subdivision" on August 30, 1989 in Book 4555, Page 399, of the Wake County Registry and it is now the desire of all the Owners to void that Agreement; and

THAT WHEREAS, in order to more specifically set out the rights, duties and obligations of said Owners with respect to Hope Farm Lane 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. Each Owner of a lot as shown on the recorded maps for Hope Farm Subdivision shall be deemed to be the owner of an undivided interest in Hope Farm Lane equal to each owner's proportionate per lot share, said interest being an easement for egress, ingress and regress along said road. Each Owner of a lot shall be responsible for his or her proportionate share of the cost of maintenance and repair of the road which maintenance and repair shall be in accordance with the Wake County Subdivision Regulation's standards for private gravel roads;

2. It is understood and agreed that the maintenance and repair called for by this Agreement shall not exceed the above stated standards for North Carolina and Wake County unless agreed to by all the 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 liable for the maintenance and repair of the road, but only to the extent that they would be liable had

3. The Owners agree to meet immediately following the execution of this Agreement and appoint ~~three~~ three lots to 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 shall be one of the three Owners to serve on the Committee and shall serve until such time as he or she no longer owns more than two lots along said road. In the initial meeting the owners shall establish by-laws and working rules for the Road Maintenance Committee. In addition the owners shall establish a budget for the first year's maintenance, a method of payment thereof, and a method of yearly review of said budget. The Road Maintenance Committee shall meet at least twice a year to assess what routine maintenance and repair is needed. Routine maintenance is defined as work the cost of which shall not exceed the budget agreed upon by the owners.

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 routine maintenance and repair is needed for Hope Farm Lane. 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 maintaining 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 upon such information for purposes of mailing notices.

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

4. Non-routine, major maintenance and/or repair work shall not be done unless and until all owners are notified and a meeting is held. At meetings, there must be a minimum of ~~fourteen~~ (10) lots represented, either in person or by proxy, and any action must be approved by a minimum of 3/4 of those voting. Each lot shall have only one vote, regardless of the number of people who own the lot. Therefore, the maximum number of votes that may be cast at any time will be equal to the number of lots of record.

5. Any damage 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.

6. The road may be paved and the cost apportioned equally to each lot Owner only with the unanimous consent of the lot Owners.

7. Failure of any Owner to pay his or her proportionate

share of the cost within sixty 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 as contemplated by North Carolina General Statute #44A-8 et seq and the other Owners shall be entitled to proceed against the nonpaying Owner to perfect their lien as provided by the North Carolina General Statutes. This right inures to the benefit of the Owners for the cost of any maintenance and/or repair or paving provided such cost is authorized in accordance with this Agreement.

8. The Owners hereby declare the previous Road Maintenance Agreement, recorded in Book 4555, Page 399, of the Wake County Registry null and void.

9. This Agreement shall automatically terminate in the event Hope Farm Lane becomes a public road that is maintained by the State of North Carolina or by a municipality.

10. This Agreement shall be binding upon and inure to the benefit of the Owners, their heirs, successors or assigns, and furthermore the terms and provisions set forth herein shall be appurtenant to and shall run with the land, being the aforesaid lots and the easement rights associated therewith.

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

Josef B. Sykora (Seal)
(Lots 1 and 2) Josef B. Sykora

Laura A. Sykora (Seal)
(Lots 1 and 2) Laura A. Sykora

Brenda Wilson (Seal)
(Lot 3) Brenda Wilson

A.L. Wilson Jr. (Seal)
(Lot 3) A.L. Wilson

William Gatesman (Seal)
(Lot 4) William Gatesman

Karen Gatesman (Seal)
(Lot 4) Karen Gatesman

Ronald E. Austin (Seal)
(Lot 5) Ronald Austin

Nancy W. Austin (Seal)
(Lot 5) Nancy Austin

Edmund W. Austin (Seal)

(Lot 13) Gordon Munro

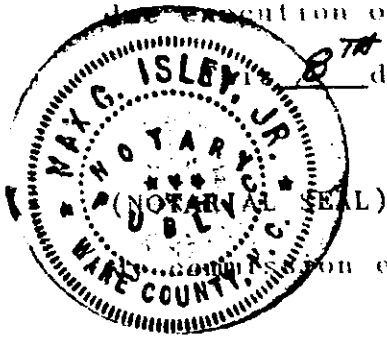
Robyn Jonas-Munro (Seal)
(Lot 13) Robyn Jonas-MunroRussell C. Nicholson (Seal) P.O.A.
(Lot 14) Russell C. NicholsonRuth N. Nicholson (Seal)
(Lot 14) Ruth N. NicholsonHarry T. Shaughnessy (Seal)
(Lot 15) Harry T. ShaughnessyCharlotte M. Shaughnessy (Seal)
(Lot 15) Charlotte M. ShaughnessyWesley Costin (Seal)
(Lot 16) Wesley CostinRichard L. Wheeler (Seal)
(Lot 18 and unnumbered 3 acres)
Richard L. WheelerMichele M. Wheeler (Seal)
(Lot 18 and unnumbered 3 acres)
Michele M. WheelerRobert J. McCamy, Jr. (Seal)
(Lots 6, 7, 8, 9, 10A, 12, 12A, and
17) Robert J. McCamy, Jr.Jean B. McCamy (Seal)
(Lots 6, 7, 8, 9, 10A, 12, 12A, and
17) Jean B. McCamyBond McCamy (Seal)
(Lots 6, 7, 8, 9, 10A, 12, 12A, and
17) Bond McCamyLuana McCamy (Seal)
(Lots 6, 7, 8, 9, 10A, 12, 12A, and
17) Luana McCamyCameron McCamy (Seal)
(Lots 6, 7, 8, 9, 10A, 12, 12A, and
17) Cameron McCamyLisa McCamy (Seal)
(Lots 6, 7, 8, 9, 10A, 12, 12A, and
17) Lisa McCamy

Charlotte Shaughnessy (Seal)
Lots 6, 7, 8, 9, 10A, 12, 12A, and
17) Charlotte Shaughnessy
Harry Shaughnessy (Seal)
Lots 6, 7, 8, 9, 10A, 12, 12A, and
17) Harry Shaughnessy

NORTH CAROLINA
WAKE COUNTY

WAKE COUNTY

I, the undersigned Notary Public, in and for the
aforesaid county and state, do hereby certify that
Michael M. Wooten
personally appeared before me this day and acknowledged the
due execution of the foregoing document.



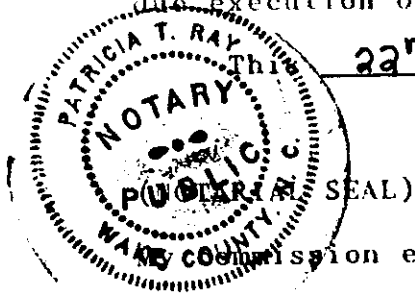
This 8th day of April, 1995.

[Signature]
Notary Public

Commission expires: 6/20/96

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, in and for the
aforesaid county and state, do hereby certify that
Josef B. Sykora
personally appeared before me this day and acknowledged the
due execution of the foregoing document.



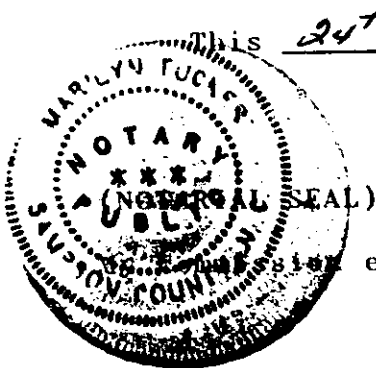
This 22nd day of April, 1995.

Patricia T. Ray
Notary Public

Commission expires: July 31, 1996

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, in and for the
aforesaid county and state, do hereby certify that
Wendy Costin
personally appeared before me this day and acknowledged the
due execution of the foregoing document.

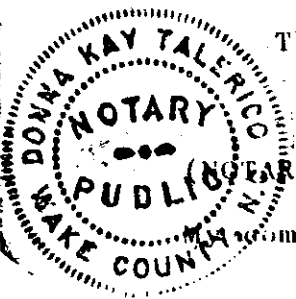


This 24th day of April, 1995, 1995.

Marilyn Tucker
Notary Public

Commission expires: My Commission Expires 12-19-95

I, the undersigned Notary Public, in and for the
aforesaid county and state, do hereby certify that
Josef B. Skyles, Laura A. Skyles, Brenda W. Skyles, William Gatesman, Ronald Austin, Nancy Austin, and Ron Munro
personally appeared before me this day and acknowledged the
due execution of the foregoing document.



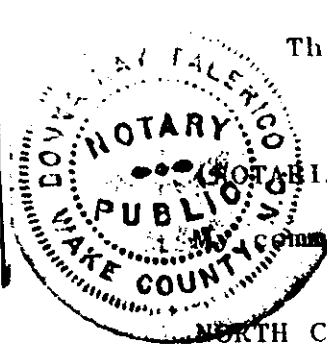
This 4 day of April, 1995.

Donna Kay Taleric
Notary Public

My Commission Expires: My Commission Expires October 22, 1997

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, in and for the
aforesaid county and state, do hereby certify that
Robyn Jones-Munro, Russell C. Nicholson, Ruth H. Nicholson, Harry T. Shanahan, and Charlotte M. Shanahan
personally appeared before me this day and acknowledged the
due execution of the foregoing document.



This 4 day of April, 1995.

Donna Kay Taleric
Notary Public

My Commission Expires: My Commission Expires October 22, 1997

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, in and for the
aforesaid county and state, do hereby certify that
Richard L. Wheeler, Jean B. McCamy, Cameron McCamy
personally appeared before me this day and acknowledged the
due execution of the foregoing document.



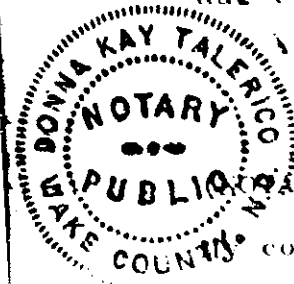
This 4 day of April, 1995.

Donna Kay Taleric
Notary Public

My Commission Expires: My Commission Expires October 22, 1997

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, in and for the
aforesaid county and state, do hereby certify that
KAREN LEE GATESMAN
personally appeared before me this day and acknowledged the
due execution of the foregoing document.



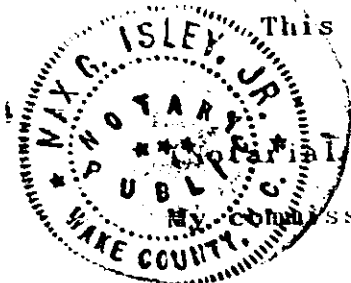
This 24 day of JUNE, 1995.

Donna Kay Valerio
Notary Public

My commission expires: October 22, 1997

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, in and for the
aforesaid county and state, do hereby certify that
A.L. Wilson
personally appeared before me this day and acknowledged the
due execution of the foregoing document.



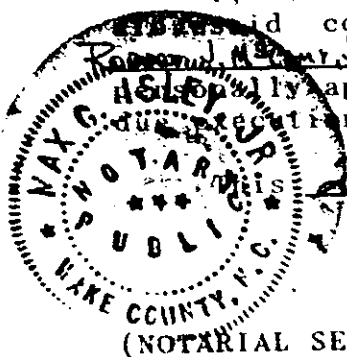
This 2ND day of JULY, 1995.

Max G. Isley, Jr.
Notary Public

My commission expires: 6/26/96

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, in and for the
aforesaid county and state, do hereby certify that
Robert McCamy, Jr.; Bond McCamy, Luma McCamy, & Lisa McCamy
personally appeared before me this day and acknowledged the
due execution of the foregoing document.



This 2ND day of JULY, 1995.

Max G. Isley, Jr.
Notary Public

My commission expires: 6/26/96

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of

Max G. Isley, Jr., Patricia T. Ray,
Marilyn Tucker and
Donna Kay Valerio 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.

KENNETH C. WILKINS, Register of Deeds

By

Reginald R. Cooke
Asst. Deputy Register of Deeds