

Williams, Pearce & Assoc.
P.O. Bx 892
Zebulon NC 27597
000366

PRESENTED
FOR
REGISTRATION

92 OCT 30 PM 12:20

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

ROAD MAINTENANCE AGREEMENT

NORTH CAROLINA
WAKE COUNTY

KNOW TO ALL MEN BY THESE PRESENTS that JAMES D. FRANCIS and MARGARET D. FRANCIS, being the owner of that parcel of land located in Little River Township, and being more particularly described as follows:

Being Tract 3 & Tract 3A as shown on map entitled "Property Survey for James D. Francis & wife Margaret D. Francis, Little River Township, Wake County, North Carolina" dated October 06, 1932, by Williams-Pearce and Assoc. and being all of Tax Parcel 291-53

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 "INDIAN HAWK WAY" 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 "INDIAN HAWK WAY", the number of lot owners responsible for 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, JAMES FRANCIS will obtain a periodic maintenance services on the said 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 544(A)-8 at 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 544(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 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 condition to keep the road serviceable to an all weather condition.

Witness my hand and seal, this the 22 day of October 1932.

Margaret D. Francis (seal)

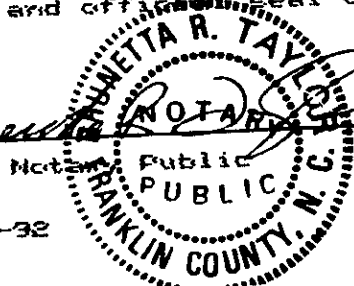
(seal)

NORTH CAROLINA - FRANKLIN COUNTY

I, a NOTARY PUBLIC of the County and State aforesaid, certify that ~~XXXXXXXXXXXX~~ and MARGARET D. FRANCIS personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal or stamp, this the 22 day of October 1932.

Stamp or Seal

My Commission expires 12-11-32



NORTH CAROLINA - WAKE COUNTY

The foregoing certificate ___ of

Brunetta R. Taylor

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 P. Anne Redd
Asst./Deputy Register of Deeds