

NORTH CAROLINA
 WAKE COUNTY

PRIVATE ROAD MAINTAINANCE AGREEMENT

BOOK:012166 PAGE:00850 - 00852

THIS AGREEMENT, made and entered into this 28th day of August, 2006, by and among the undersigned individuals being the owners of that parcel of land located on 2701 Misty Glen Trail in Swift Creek Township, and being more particularly described as Parcel 0771990231 Tax Map 077102, Book of Maps 2006 page 1860 Wake County 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 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 identifies as 2700 and 2701 Misty Glen Trail on the above identified parcel of land 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 ~~the~~ 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, Self E. Self will obtain period maintenance services on the road. The costs of this periodic road maintenance shall be 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 material as is contemplated in NC GC §44(a)-8 et seq. and the above named owners or the assigned, individually or jointly, shall be entitled to proceed against the non paying lot owner to perfect a lien against the lot as is provide in NC GS §14(a)-8 et seq.

(3) Should at any time the owners above named no longer be the owner of any lot on the aforesaid named road herein them 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 persons designated in paragraph (2) above do 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 to the same remedies as are set out in paragraph (2) above. The road may be paved only with complete agreement of all lot owners and the cost 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 this own expenses, perform maintenance in

TURNING POINT SURVEYING
 4113 JOHN S. RABOTEAU WYND
 RALEIGH NC 27612

road, excepting pavement of the road, provided any maintenance improves its condition to keep the road serviceable to an all weather condition.

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

Property Owners

Seif
Narmine Seif

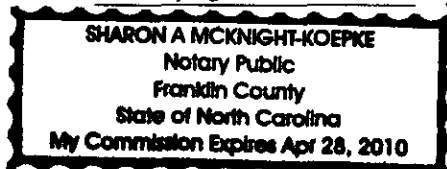
North Carolina

Wake County

Franklin County

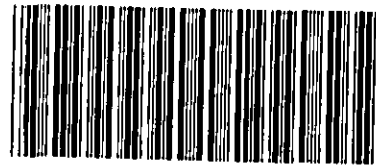
I, the undersigned Notary Public, an and for the aforesaid county and state, do hereby certify that Seif & Seif & Narmine Seif personally appeared before me on this day and acknowledged the due execution of the foregoing document.

This 28th day of August, 2006



Sharon A. McKnight-Koepe

My commission expires: 4-28-10



BOOK:012166 PAGE:00850 - 00852

**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**

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
_____ # of Pages
3