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PRESENTED
PREPARED BY AND MAIL AFTER RECORDING TO: John W. Narron
REGISTERED Smith Debnam Hibbert, L.L.P.
000300 97 SEP - 5 PM 1:0 P.O. Box 26268
STATE OF NORTH CAROLINA Raleigh, N.C. 27611
COUNTY OF WAKE WAKE ROAD MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Maynard Hall, Ora Lene Hall James, Jessie Hall, Jr., Isaiah Hall, Darlene Hall Harrison, Doris Hall, Willard Hall, Justine Hall McArthur, Annette Hall Holman, Swannie Lee Hall, and Krista Marie Hall, being the owners of that parcel of land located in Mark's Creek Township, Wake County, North Carolina, and being more particularly described as follows:

BEING all of that 60 foot private easement described on that map recorded in Book of Maps 1982, Page 474, Wake County Registry.

The undersigned do hereby agree and covenants that all persons, firms, or corporations now owning and hereinafter acquiring any of the area included within the above-referenced land and that is served by the above-referenced easement are hereby subjected to the following Road Maintenance Agreement running with said properties by whomsoever owned, to wit:

1. So long as the road which is identified as "60 foot private easement" above on the above identified map remains a private road, each lot owner who is served by the road will be responsible for a proportionate share of the costs of maintaining the road until the North Carolina Department of Transportation accepts the maintenance of said road and at which time this agreement become null and void. The proportionate share of each lot owner should be the number of lots he or she may own to the total number of lots served by said private road. If the number of lots increase, those lots being served by the road, the

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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 insure that the road is at all times kept serviceable for all weather conditions, the undersigned will obtain periodic maintenance services on the road. The cost of this periodic maintenance shall be borne proportionately as set out in paragraph 1 above by each lot owner and shall be paid immediately upon being build. Failure to pay such proportionate share within 30 days of the date of billing shall constitute a failure to pay for labor and materials as is contemplated in N.C.G.S. Section 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 N.C.G.S. Section 44(A)-12 et. seq.

3. Should at any time the owners named above 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 (2/3rds) majority vote of the lot owners may have the road inspected and maintained as needed and the costs apportionate 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 (2/3rds) majority vote of the lot owners, the road may be paved and the costs apportionate proportionally to each lot owner and non-payment by any landowner 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 and keeps the road serviceable to all weather condition.

WITNESS MY HAND AND SEAL this the 2nd day of September, 1997.

Maynard Hall (SEAL) ✓
Maynard Hall

Ora L. Hall James (SEAL) ✓
Ora Lene Hall James

Jessie Hall (SEAL) ✓
Jessie Hall, Jr.

Isaiah Hall (SEAL) ✓
Isaiah Hall

Darlene Hall Harrison (SEAL) ✓
Darlene Hall Harrison

Doris Hall (SEAL) ✓
Doris Hall

Willard L. Hall (SEAL) ✓
Willard Hall

Jestyn Hall McArthur (SEAL) ✓
Jestyn Hall McArthur

Annette Hall Holman (SEAL) ✓
Annette Hall Holman

Swannie Lee Hall (SEAL) ✓
Swannie Lee Hall

Krista Marie Hall (SEAL) ✓
Krista Marie Hall

STATE OF NORTH CAROLINA

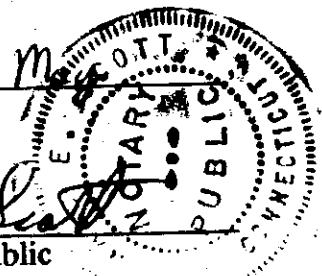
COUNTY OF WAKE

County + State
Fairfield + Ct.

I, Donald E Scott, a Notary Public in and for said County and State,
do hereby certify that Maynard Hall, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 27th day of May
1997.

Donald E Scott
Notary Public



My Commission Expires:

2-28-00

STATE OF NORTH CAROLINA

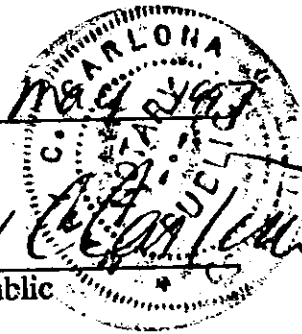
COUNTY OF WAKE

State of Connecticut
County of Fairfield

I, Mary C Carlona, a Notary Public in and for said County and State,
do hereby certify that Ora Lene Hall James, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 27th day of May
1997.

Mary C Carlona
Notary Public



My Commission Expires:

4/30/98

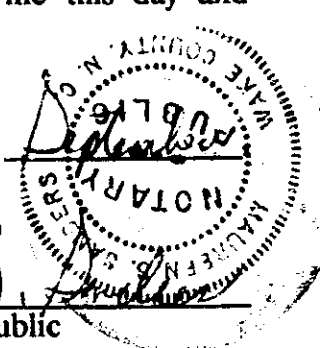
STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Maurice S. Sander Notary Public in and for said County and State,
do hereby certify that Jessie Hall, Jr., personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 2nd day of September
1997.

Maurice S. Sander
Notary Public



My Commission Expires:

4-8-2002

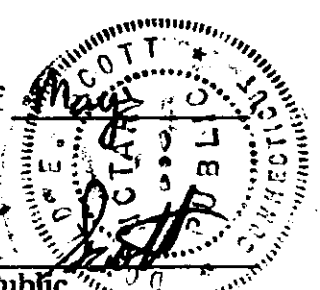
STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Donald E. Scott, a Notary Public in and for said County + State
do hereby certify that Isaiah Hall, personally appeared before me this day and acknowledged
the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 27th day of May
1997.

Donald E. Scott
Notary Public



My Commission Expires:

5-28-00

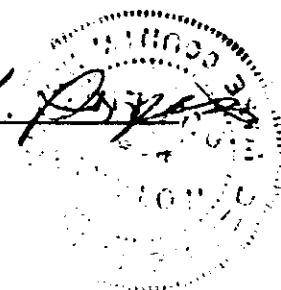
STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Debbie L. Tugans, a Notary Public in and for said County and State,
do hereby certify that Darlene Hall Harrison, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 2 day of SEP,
1997.

Debbie L. Tugans
Notary Public



My Commission Expires:

5-5-98

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Donald E. Scott, a Notary Public in and for said County and State,
do hereby certify that Doris Hall, personally appeared before me this day and acknowledged
the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 27th day of May,
1997.

Donald E. Scott
Notary Public

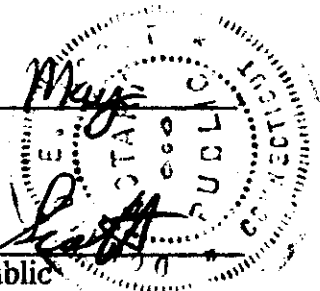


My Commission Expires:

2-28-00

STATE OF NORTH CAROLINA

COUNTY OF WAKE

County & State
Fairfield Ct.I, Donald E. Scott, a Notary Public in and for said County and State,do hereby certify that Willard Hall, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.WITNESS my hand and official stamp or seal, this the 27th day of May
1997.
Donald E. Scott
Notary Public

My Commission Expires:

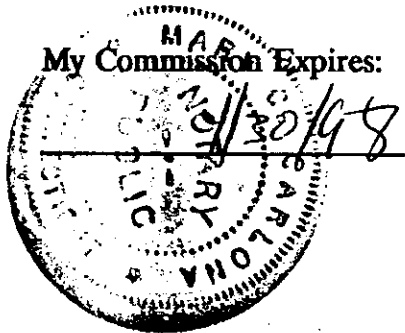
2-28-00

STATE OF NORTH CAROLINA

COUNTY OF WAKE

State of Conn
County of FairfieldI, Mary Carlona Jestead, a Notary Public in and for said County and State,do hereby certify that ~~Melvin~~ Hall McArthur, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.WITNESS my hand and official stamp or seal, this the 27th day of May 97,
1997.Mary Carlona
Notary Public

My Commission Expires:



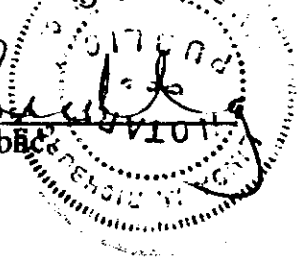
STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Linda M. Richburg a Notary Public in and for said County and State,
do hereby certify that Annette Hall Holman, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 23 day of August,
1997.

Linda M. Richburg
Notary Public



My Commission Expires:

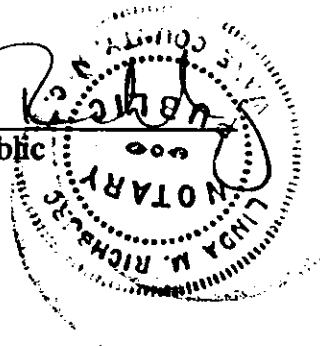
STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Linda M. Richburg a Notary Public in and for said County and State,
do hereby certify that Swannie Lee Hall, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 23 day of August,
1997.

Linda M. Richburg
Notary Public



My Commission Expires:

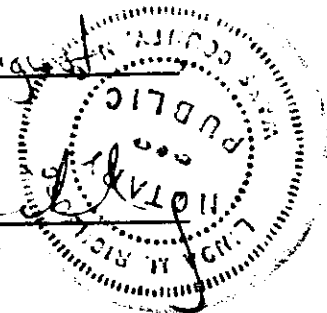
STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Linda M. Richburg, a Notary Public in and for said County and State,
do hereby certify that Krista Marie Hall, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 23 day of August
1997.

Linda M. Richburg
Notary Public



My Commission Expires:

My Commission Expires 12/31/97

jwn70382.011

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of

Donald E. Scott Debbie L. Irgens
Mary C. Carlona Linda M. Richburg
Mawren S. Sanders Notar(y)(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.

LAURA M. RIDDICK, Register of Deeds

By Elizabeth E. Jayson
Asst./Deputy Register of Deeds