

NORTH CAROLINA
WAKE COUNTY

Irvin Station
3004 Lark Cr.
Ral 27604

BK5102PG0226

ROAD MAINTENANCE AGREEMENT
BOOK OF MAPS 1992, PAGE 176

KNOW ALL MEN BY THESE PRESENTS that Paul B. Fiddleman and wife, Dorothy D. Fiddleman, being the owners of that parcel of land located in Bartons Creek Township, and more particularly described as follows: See tax map 210, parcel 21. 26.064 Acre Tract, DB #2654, Page 141. Being all of those tracts shown on the above referenced map,

do hereby covenant and agree with all persons, firms or corporations, now owning or hereafter acquiring any of the area included within the referenced land, that all are hereby subjected to the following road maintenance agreement, running with said properties by whomsoever owned, to wit:

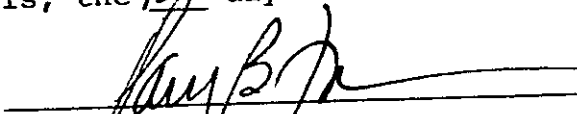
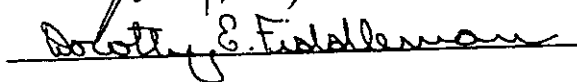
(1) So long as the road identified as FIDDLEMAN WAY. on the above identified map remains a private road, each lot owner will be responsible for a proportionate share of the costs of maintaining the road until the N. C. Dept. of Transportation accepts the maintenance of said road and at which time this 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 FIDDLEMAN WAY, the number of lot owners responsible for a proportionate part of the maintenance 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, Paul B. Fiddleman, et.al., will obtain periodic maintenance services on the 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 NCGS #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 NCGS #44(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 hereinbefore 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 the 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 proportionately 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 17 day of February, 1992.

 (SEAL)
 (SEAL)

WAKE COUNTY
REGISTER OF DEEDS
KENNETH C. WILKINS

92 FEB 13 PM 1:02

PRESENTED
FOR
REGISTRATION

000125

8K5102PG0227

WAYNE COUNTY
NORTH CAROLINA

I, SUSAN C. CAPPS, a notary public of the State and
County aforesaid, certify that PAUL B. FIDDLEMAN personally
appeared before me this day and acknowledged the due execution of
the foregoing instrument. Witness my hand and Official seal this
12 day of FEB., 1992.

Susan C. Capps
Notary Public

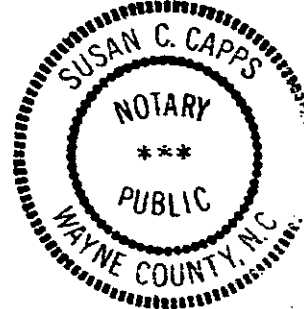
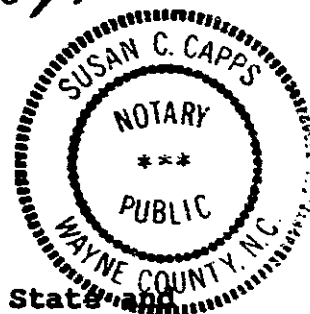
My Commission expires 4-8-1996.

WAYNE COUNTY
NORTH CAROLINA

I, SUSAN C. CAPPS, a notary public of the State and
County aforesaid, certify that DOROTHY E. FIDDLEMAN personally
appeared before me this day and acknowledged the due execution of
the foregoing instrument. Witness my hand and Official seal this
12 day of FEB., 1992.

Susan C. Capps
Notary Public

My Commission expires 4-8-1996.



NORTH CAROLINA — WAKE COUNTY
The foregoing certificate 5 of Susan C. Capps

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.

KENNETH C. WILKINS, Register of Deeds

By P. Anne Redd
Asst./Deputy Register of Deeds