

ROAD MAINTENANCE AGREEMENT

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STATE OF NORTH CAROLINA

COUNTY OF WAKE

THIS ROAD MAINTENANCE AGREEMENT, made and entered into this ____ day of August, 2025, by Granite Ridge Trail Developers, LLC, a North Carolina Limited Liability Company, hereinafter the "Declarant."

THAT WHEREAS, the Declarant is the owner of Lots 1-7 of Granite Ridge Estates as shown in Book of Maps 2024, Page 2210, see attached Exhibit A for legal descriptions of lots; and

WHEREAS, one road for ingress and egress is depicted on the map of Granite Ridge Estates as seen Book of Maps 2024, Page 2210, namely Granite Ridge Trail, which serves all of Lots 1-7 of Granite Ridge Estates; and

WHEREAS, the Declarants, their heirs, successors and/or assigns agree to jointly share in the responsibility for maintenance of Granite Ridge Trail.

NOW THEREFORE, the parties hereto agree as follows:

DESCRIPTION OF THE PROPERTY

The Declarant owns adjacent lots or parcels of land located in Wake County, North Carolina and more particularly described as follows:

Being all of Lots 1 - 7 of a subdivision entitled Granite Ridge Estates as shown on a recombination plat of the same duly recorded in Book of Maps 2024, Page 2210 of the Wake County Registry.

The above lots are hereinafter referred to collectively as the "Property."

DECLARATION OF ROAD MAINTENANCE

The Declarant hereby makes the following declaration as to road maintenance to which all the Property is made subject, and specify that these Declarations shall constitute restrictions and covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them and shall be for the benefit and limitation of all future owners and residents of the Property. This *Declaration of Road Maintenance* is being designed to achieve the purposes as set out in Article 1 below.

ARTICLE I - PURPOSES

This Declaration is for the purpose of providing access for the Property along Granite Ridge Trail as shown on the map recorded in Book of Maps 2024, Page 2210, for the orderly construction and maintenance of the same, and for the equitable sharing of the cost thereof.

ARTICLE II – ROAD MAINTENANCE AGREEMENT

Section 1. Definitions.

- A. The “Road” shall mean Granite Ridge Trail to and through the Property, inclusive of the cul-de-sac at the end, and as shown on the plat recorded in Book of Maps 2024, Page 2210.
- B. “Lot” Shall mean any residential lot as shown on the recorded Plat of the Property.
- C. “Owner” shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property.
- D. “Plat” shall mean the Plat entitled “Granite Ridge Estates” recorded in Book of Maps 2024, Page 2210, Wake County Registry.
- E. “Property” shall mean all those tracts of real property described above in the Description of Property section of this instrument.

Section 2. Maintenance of the Road.

Declarant, their heirs and assigns, shall be responsible for the care, maintenance and mutually agreed upon improvements of the Road. The Road shall be maintained as a private road, properly ditched and drained, with a graveled surface, and the shoulders graded, grassed and mowed as necessary so as to minimize erosion.

All expenses for the ordinary maintenance and mutually agreed upon improvements of the Road, including the mowing of all shoulders and backslopes shall be the responsibility of the Declarant, their heirs, successors and assigns. The cost of ordinary road maintenance and agreed upon improvements shall be shared by all Owners as follows:

1. As long as the property consists of seven (7) Lots, the Owner of each Lot on which there is located any improvement (to include but not be limited to, any residential dwelling, barn, shed, storage building, or any other structure for temporary or permanent use as a dwelling or otherwise) shall contribute equally and annually to the costs of maintaining and improving the Road.

2. Each Owner's *pro rata* share shall be equal to the number of Lots they own relative to the number of lots shown on said map.

3. The Lot Owners shall meet at least once a year to determine what maintenance, if any, shall be needed and if action is needed, the Owners shall then give a ten (10) day notice of a meeting at a designated place to every Lot Owner of the intended action to be taken and the projected expense for said maintenance to hear any suggestions or objections from all other Lot Owners. A majority vote of those Owners attending the meeting shall determine the maintenance action to be taken and the decision made at such meeting shall be binding upon all Lot Owners. The Owners in attendance of such meeting shall be entitled to file and enforce a lien against any Lot Owner who does not contribute their *pro rata* share of the maintenance costs. The procedure to follow shall be the same as that approved by the legislature of North Carolina for materialman's liens.

4. Should any Owner or any guest, invitee, employee, or agent thereof, carry on any activity which may cause damage requiring extraordinary maintenance on any part of the Road, then the responsible Owner shall immediately repair and remedy said damage and terminate the activity causing said damage at his or her sole expense.

5. Any damage to the road caused by construction on any Lot (ruts, ditches, trenches, mud) is the responsibility of the Lot Owner undertaking construction and said Lot Owner must repair the Road to a well graded road with a good layer of gravel. Repairs should be done immediately so as not to cause inconvenience to other Lot Owners. If repairs are not completed within seven (7) days of the occurrence of road damage, written notice may be given by Declarants or any other Lot Owner to rectify the damage. If the damage is not rectified within fourteen (14) days after written notice, the Declarants or any other Lot Owner shall have all rights to repair the damage and to cause to have filed a lien against the Lot and Lot Owners responsible for the damage to insure payment for the damage.

6. All parties agree that this agreement shall be binding upon their heirs and assigns.

ARTICLE III – DURATION

This Declaration shall remain in full force and effect until such time as the Road, or any portion thereof, is taken over by the North Carolina Department of Transportation for maintenance purposes. Any portion of the Road not so taken over shall remain subject to this Agreement.

ARTICLE IV – ENFORCEMENT

This Declaration shall operate as a covenant running with the land for the benefit of any and all persons who now may own, or may hereafter own any part or parcel of the Property above-described, and such persons are specifically given the right to enforce this Declaration through any proceedings, at law or in equity, against any person or persons violating or threatening to violate any provisions hereof and to recover any damages suffered from any violation thereof or to restrain violations. The failure or refusal of the Declarants, their heirs, successors and/or assigns to enforce any of the provisions in this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

ARTICLE V – VALIDITY

Invalidation of any one or any portion of the provisions contained herein by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has hereunto set their hands and seals to this *Road Maintenance Declaration*, as of the day and year first above written.

GRANITE RIDGE TRAIL DEVELOPERS, LLC

_____(SEAL)
By: Christopher Simmering, Manager

_____(SEAL)
By: Gerardo Moreno, Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned Notary Public of the State and County aforesaid, do hereby certify that Christopher Simmering and Gerardo Moreno, Managers of Granite Ridge Trail Developers, LLC, personally known to me or presenting evidence in the form of a state issued driver's license, appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal, this the ____ day of August, 2025.

_____(SEAL)
_____, Notary Public
My Commission Expires on: _____