

Prepared by and return to:
Warren Shackleford & Thomas PLLC
P.O. Box 1187
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STATE OF NORTH CAROLINA

ROAD MAINTENANCE
AGREEMENT AND ACCESS
EASEMENT

COUNTY OF WAKE

This Road Maintenance and Access Easement Agreement made this 15th day of October, 2024, by Lennox Manors LLC hereinafter referred to as Owners, as follows:

1. Owners are the owner of Lots 2, 9, 11, 12, 13, 14, 15, 16 & 17 off of Gay Town Road as shown on plat to be recorded in the Wake County Registry. Access to these lots shall only be from a private road named "Pascola Way". Said access shall grant the adjoining lot owners, their heirs, successors, and assigns, all right of ingress, egress and regress along this private road for all vehicular and pedestrian traffic.
2. Owners hereby affirm that they and their successors will keep any private road in good condition for all types of vehicular and pedestrian traffic. This will include keeping the banks and ditches properly contoured and maintained so that water properly drains at all times. As needed the roads will be graded and any potholes repaired.
3. All expenses in maintenance of "Pascola Way" for the minor subdivision shall be paid equally by the lot owners of property along this road who shall use each road for legal access. Each of the lot owners will pay their respective percentage of all expenses. Should any lot owner not pay their share of the expenses which are incurred, the other lot owners have all right to take the unpaying lot owner to court, seeking a monetary

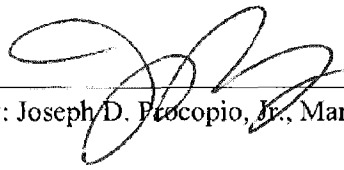
Submitted electronically by "Warren, Shackleford & Thomas, P.L.L.C."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

judgment against the non-paying owner for their share of the expenses as well as all legal fees and court costs incurred in collecting from the non-paying owner.

4. In the event significant construction or work is done on or to any of the roads at one of the lots and not the others, then the owner of that lot where the construction work is done shall bear full expense of returning the road to suitable use for all types of pedestrian and vehicular traffic.
5. In deciding whether expenditures should be incurred for maintenance or improvement of "Pascola Way", the majority of lot owners shall rule for this decision. As long as a majority of owners are in favor of undertaking improvements or maintenance, the work shall be carried out and paid for by the Lot Owners.
6. Each lot owner, at their own expense, may undertake improvements to that portion of the road which their lot faces. Each lot owner shall have the right to improve or upgrade the bank and drainage area along the road, keeping it in good condition at all times. Any such work shall not be a joint expense of the other lot owners.
7. This Road Maintenance Agreement is binding upon all owners, their successors and or assigns of all lots as shown on Plat Book 780, Page 780, Wake County Registry. As of the date of this document, the sole owner of these lots are the undersigned. However, should ownership change, responsibilities and obligations of this Road Maintenance Agreement shall shift to the then current owners of these lots. Further there may be new plats recorded whereby the original lots are further subdivided. This agreement shall be binding on any new lot created pursuant to those new plats.

IN WITNESS WHEREOF, Owners have caused this instrument to be executed the day and year as stated above.

LENNOX MANORS LLC


By: Joseph D. Procopio, Jr., Manager

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Kimberly P. Thomas, a Notary Public of Franklin County and State aforesaid, certify that Joseph D. Procopio, Jr. personally appeared before me this day and acknowledged that he is Manager of Lennox Manors LLC, a North Carolina limited liability company and that by authority duly given, the foregoing instrument was signed by him in the Company name as the act of the Company.

Witness my hand and official stamp or seal, this the 15th day of October, 2024.

[Signature]
Notary Public

My Commission Expires: 10/30/2026

