WAKE COUNTY, NC 1612
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/03/2002 AT 11:48:57

NORTH CAROLINA
WAKE COUNTY

PRIVATE ROAD MAINTENANCE AGREEMENT

BOOK:009773 PAGE:01925 - 01928

THIS AGREEMENT, made and entered into this 13th day of June, 2002, by and among the undersigned individuals being the lot owners of real property along Chipper Lane, as recorded in Wake County in Book 2002 and Page 2016 in the New Light Township, Wake County North Carolina, said individuals hereinafter referred to as "Owners":

WITNESSETH:

THAT WHEREAS, the undersigned Owners hold title to certain tracts of land adjacent to the private road known as Chipper Lane.

THAT WHEREAS, access to the lots is by virtue of Chipper Lane and it is the desire of the Owners herein to provide for maintenance of said road and

THAT WHEREAS, in order to more specifically set out the rights, duties, and obligations of said Owners with respect to Chipper Lane they covenant and agree as set forth below.

NOW, THEREFORE, in consideration of the agreements herein set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Owners hereby declare, covenant and agree as follows:

1. The Owner of each lot shall be responsible for each lot's proportionate share of the cost of maintenance and repair of the road which maintenance and repair shall be in accordance with the Wake County minimum standards for private road in effect at the time of recordation of this Agreement; depth of base course of crushed gravel is 3 to 5 inches, width of gravel along road is 16 feet, and at cul-de-sac, gravel surface is 35 feet in radius.)
2. It is understood and agreed that the maintenance and repair called for by this Agreement shall not exceed the above-stated standards unless agreed to by all Owners. Any Owner shall have the right to upgrade the standard of the road in whole or in part, but such Owner shall be solely responsible for the cost of such upgrade unless otherwise agreed; and all other Owners shall remain liable for the maintenance and repair of the road, but only to the extent that they would be liable had the standard of the road not been upgraded:
3. This Agreement shall automatically terminate in the event Chipper Lane becomes a public road that is maintained by the State of North Carolina or by a municipality.
4. This Agreement shall be binding upon and inure to the benefit of the Owners, their heirs, successors or assigns, and furthermore the terms and provisions set forth herein shall be appurtenant to and shall run with the land, being the aforesaid lots and the easement rights associated therewith.

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

1. _____ Kenny Brooks
1200 Chipper Lane

NORTH CAROLINA
DURHAM COUNTY

I, the undersigned Notary Public, in and for the aforesaid county and state, do hereby certify that Kenny Brooks personally appeared before me this day and acknowledged the due execution of the foregoing document.

This 29th day of November, 2002.

Ashley Beth Hogan

My Commission expires: ~~11-29-2002~~ 2-13-2005

2. _____ Kelly P.J. Brooks
1200 Chipper Lane

NORTH CAROLINA
DURHAM COUNTY

I, the undersigned Notary Public, in and for the aforesaid county and state, do hereby certify that Kelly P Brooks personally appeared before me this day and acknowledged the due execution of the foregoing document.

This 27 day of November, 2002.

Barbara M Powell

My Commission expires: 6-28-2007

3. _____ Marvin Edwards
1220 Chipper Lane

NORTH CAROLINA
DURHAM COUNTY

I, the undersigned Notary Public, in and for the aforesaid county and state, do hereby certify that Marvin Edwards personally appeared before me this day and acknowledged the due execution of the foregoing document.

This 27 day of November, 2002.

Barbara M Powell

My Commission expires: 6-28-2007

4. _____ Phyllis K. Edwards
1220 Chipper Lane — Phyllis M. Edwards

NORTH CAROLINA
DURHAM COUNTY

I, the undersigned Notary Public, in and for the aforesaid county and state, do hereby certify that Phyllis M. Edwards personally appeared before me this day and acknowledged the due execution of the foregoing document.

This 27 day of November, 2002.

Notary Public

My Commission expires: 6-28-2007

5. _____ Billy T. Gregory
1232 Chipper Lane — Billy T. Gregory

NORTH CAROLINA
DURHAM COUNTY

I, the undersigned Notary Public, in and for the aforesaid county and state, do hereby certify that Billy T. Gregory personally appeared before me this day and acknowledged the due execution of the foregoing document.

This 30 day of November, 2002.

Ashley Beth Hogan
Notary Public

My Commission expires: 2-13-2007

6. _____ Brenda N. Gregory
1232 Chipper Lane — Brenda N. Gregory

NORTH CAROLINA
DURHAM COUNTY

I, the undersigned Notary Public, in and for the aforesaid county and state, do hereby certify that Brenda N. Gregory personally appeared before me this day and acknowledged the due execution of the foregoing document.

This 30 day of November, 2002.

Ashley Beth Hogan
Notary Public

My Commission expires: 2-13-2007

Laura M Riddick
Register of Deeds
Wake County, NC

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Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.

WAKE COUNTY
NORTH CAROLINA

Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate 3 of Ashley Beth Hogan
Barbara m Powell

_____ Notary(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: Dan S Stewart
~~Assistant~~/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
4 # of Pages