

NORTH CAROLINA
GRANVILLE COUNTY

PRIVATE ROAD MAINTENANCE DECLARATION

THIS DECLARATION, made this the 3rd day of July, 1996 by Cedar Creek Land Co., L.L.C., A Virginia Limited Liability Company, (hereinafter called "Owner");

THAT WHEREAS, the Owner owns that certain real property known and designated as Tracts 11C through 19C of the Fishin' Farms Subdivision, Phase "C" as described in Plat Book 18, Page 185, Granville County Registry; and

THAT WHEREAS, the road in Fishin' Farms Subdivision, to wit, Frog Hollow Road, is a private road and is not constructed to standards established by the North Carolina Department of Transportation to permit inclusion in the State Highway System for maintenance;

NOW THEREFORE, the lots hereinafter set forth shall be subject to the terms of this Declaration concerning the use and maintenance thereof, as follows:

1. The Owners of Lots 12C through 18C in Fishin' Farms Subdivision, Phase "C", shall each contribute \$100.00 per year per lot to the maintenance of said private road as shown on survey of Fishin' Farms Subdivision, Phase "C" as recorded in Plat Book 18, Page 185, Granville County Registry.

2. The owners of Lots 11C and 19C shall have the right to use said private road or use the state maintained road. If either shall choose to use the private road, then that lot shall be subject to the terms of this Declaration, be a part of the Owners Association as set out herein, and pay the annual per lot fee as established herein and as may be amended from time to time by the Owners' Association.

3. In addition, the said lot owners agree that all maintenance and upkeep, including snow removal, will be done on the basis of competitive bids and only on demand of twenty percent (20%) or more of the lot owners served by said private road. No work will be undertaken where the projected cost will exceed \$500.00, until the consent of 75% of the lot owners is obtained.

4. The upkeep and maintenance will be limited to that required by virtue of erosion and ordinary wear to the road surface unless otherwise agreed to by 100% of the lot owners.

5. Owner agrees to attend a meeting of all lot owners (to be announced at a later date within twelve (12) months of the date of this Declaration, and with at least one (1) month's notice), at which time an

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N. KYIE HICKS, Attorney-at-Law

Owners' Association will be formed and an individual or individuals will be elected by said lot owners to handle the details of this agreement.

6. The Owner's Association shall be vested with such powers as allowed by law to enforce the collection of road maintenance dues from the lot owners as set out herein.

7. No money shall be collected until the Owners Association has held its first meeting and an officer or officers are elected to collect such funds.

8. If it is decided by the Owners Association that the stated amount is either to be increased or decreased, it shall be by vote consisting of 75% of the lot owners.

9. A lot owner shall be responsible for repair of any damages to said roads in the subdivision, resulting from the willful or negligent acts of himself, or his agents, servants, or employees. Said lot owner agrees to perform any such repairs at his own expense within a reasonable time, but not in excess of 30 days after written notice of such damages shall have been sent to him from Owner or the Owners' Association.

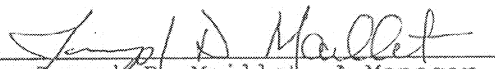
10. All lot owners shall install driveways and drainage pipes according to all State or County Department of Highways and Transportation specifications.

11. This agreement contains the entire understanding of the parties and may only be modified in writing as agreed upon by all lot owners, and will be binding upon the heirs, successors and assigns of Owner and all future lot owners.

12. When and if any tract is further subdivided, then each part of the parent tract will be required to become a member of the Association at the current assessment rate, and shall be treated as separate and distinct lots.

IN TESTIMONY WHEREOF, the Declarant, Cedar Creek Land Co., L.L.C., a Virginia Limited Liability Company, has caused this instrument to be signed in its hand and its seal to be hereto affixed this the day and year first above written.

CEDAR CREEK LAND CO., L.L.C., A Virginia
Limited Liability Company, Owner

By: 
Joseph D. Maillet, A Manager

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