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FILED Joyce H. Pearson
Register of Deeds Orange COUNTY, NC
BY:

Deputy *Linda Cheek*

FOR MULTIPLE PIN SHEET
SEE BOOK 4225 PAGE 62

**DECLARATION OF RESTRICTIONS AND PROVISIONS
FOR PRIVATE ROAD MAINTENANCE**

Prepared by: D. Michael Parker
Return to: D. Michael Parker, P.O. Box 100, Hillsborough, NC 27278

NORTH CAROLINA
ORANGE COUNTY

THIS DECLARATION, made this 31 day of January, ²⁰⁰⁷~~2006~~, by THOMAS G. METZGER, Single, NICHOLAS B. DURHAM and JOHANNE L. DURHAM, Husband and Wife and KENNETH A. HOWARD and DONNA W. HOWARD, Husband and Wife, hereinafter called Declarants, having a mailing address of 417 S. Main Street, Wake Forest, NC 27587.

WITNESSETH:

WHEREAS, Declarants own in fee simple the real property described in Article I below; and

WHEREAS, the said property will have access to Governor Scott Road (S.R. 1351), via a private road shown on the plat hereinafter referred to, said private road being shown as a "60' R/W & Easement", hereinafter referred to as private road, per Plat of survey recorded in Plat Book 100 Page 1, and

WHEREAS, Declarants, by this Declaration of Restrictions, wish to bind themselves, their successors and assigns to provide all owners of any portion of said property owned by Declarants described below perpetual ingress, egress and regress to State Roads; and

WHEREAS, Declarants by this Declaration of Restrictions, wish to bind themselves, their successors and assigns to provide for maintenance of said private road until such time as the said private road is accepted by the State of North Carolina for maintenance;

NOW, THEREFORE, Declarants agree for themselves and with any and all persons, firms or corporations hereafter acquiring any of the property described in Article I below, that the same shall be subject to the following restrictions, conditions and covenants relating to the

use and occupancy thereof, which restrictions, conditions and covenants shall run with and shall be appurtenant to the said property and inure to the benefit of and be binding upon the heirs, successors and assigns of Declarants and other acquiring parties and persons.

ARTICLE 1. The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective and restrictive covenants set forth in the various Articles of this declaration is located in Hillsborough Township, Orange County, North Carolina, and is more particularly described as follows:

BEING all of Lots 1, 2, 3 and 4 as per plat of survey entitles "Final Plat Subdivision of the Property of Glen H. Tellefsen and wife, Courtney L. Tellefsen" by Boswell Surveyors, Inc. dated April 11, 2006 and recorded in Plat Book 100, Page 1, Orange County Registry to which plat reference is hereby made for a more particular description.

Declarants acquired the above property by general warranty deed from Glen H. Tellefsen and wife, Courtney L Tellefsen, dated April 27, 2006 and recorded in Deed Book 4015, page 547 of the Orange County Registry.

ARTICLE 2. Declarants hereby grant unto themselves and the future record owners of any of the aforesaid property adjoining and abutting the private road as shown on the aforesaid recorded plat(s) and as said private road may be extended into the aforesaid property, perpetual ingress, egress and regress over, on and under the said private road including the use of the road for the purposes of installation and maintenance of utilities.

TO HAVE AND TO HOLD the above described easement as an appurtenance to all of the property, which easement shall run with said lands forever.

ARTICLE 3. The road shall be maintained to Class B road standards as prescribed by Orange County now and as the same may be revised from time to time.

For so long as Declarants shall be willing and able to serve they shall be responsible for::

1. Determining what maintenance is necessary in order to maintain the private road.
2. Contracting repairs and notifying the owners of lots abutting the private road of their respective assessments at least annually; and
3. Estimating the costs of maintenance in advance, and depositing the funds received in a separate account, the records of which shall be available for inspection by any owner subject to assessment.

The owners of the subdivided lots as shown on the recorded plat herein before referred to shall be responsible for maintenance as herein provided. Any owner of a subdivided lot within said property served by said road or the owner of any interest therein, shall have the right to enforce the maintenance standard by sending by registered or certified mail, return receipt requested, written notice of all proposed maintenance and of the time and place of a meeting of the said record owners (said meeting to take place no less than 10 days following the mailing of

such notice) to all such record owners at their last known addresses as shown on the Orange County Tax Records.

At such owners' meeting all maintenance shall be approved by a majority of the votes cast (each owner having one vote for each subdivided lot owner and three additional votes for each dwelling unit on a lot).

Every owner of any of the aforesaid property using said road shall bear on a pro-rata basis the cost of maintaining said private road, this being each owner's pro-rata share for grading cost, gravel or rock hauled in to fill ruts, holes and washed-out sections and necessary replacement of or additional drainage culverts.

Each owner's pro-rata share of the maintenance costs of said private road shall be the total cost of maintenance multiplied by said owner's votes and divided by the total of all the owners' votes within the property. Each owner's pro-rata share of the maintenance cost of said private road shall be due and owing to whichever other owner initiated the maintenance enforcement within 10 days of the said owners' meeting. If not paid by that time, said initiating owner may file suit for the same on behalf of all the owners.

Notwithstanding the vote at the owner's meeting, nothing in this Declaration of Restrictions shall be construed as denying any owner the right to see that the said road is maintained to Class B standards, and any owner may require that the maintenance requirements be submitted to binding arbitration under the rules and regulations of the American Arbitration Association (as governed by the Uniform Arbitration Act of North Carolina, North Carolina General Statutes Section 1.567 et seq, as it may be from time to time amended) by notice mailed to all said record owners at their last known addresses by registered or certified mail, return receipt requested, by 5:00 p.m. on the second working day following the owners' meeting, unless such arbitration notice is sent, the vote of the majority of the owners shall be conclusive as to what maintenance is mandated by this Declaration.

ARTICLE 4. The private road located within said property may be dedicated to the public at the election of a majority vote of the owners under the same procedure used in Article 3 for the maintenance of said road. In that event, the owners and their successors in title and interest to any of the property described herein will remain responsible for road maintenance until such time as maintenance for the said road is assumed by the North Carolina Department of Transportation or other governmental body.

It is possible that future development of the property described in Article 1 will require upgrading of the private road providing access to the property described in Article 1 to either a higher private road standard or to North Carolina Department of Transportation standards. In the event that Orange County or any other governmental body, as a condition to the approval of any further subdivision of the property described in Article 1, may require said private road to be upgraded above a Class B standard or publicly dedicated and constructed to Department of Transportation standards, then in that event, Declarants and all persons taking title to the property described in Article 1 shall be responsible for maintenance and the costs of maintenance of the entire road system to the new standard on the point system described in Article 3. Provided, however, that the initial cost of the constructing the road or any portion of the road to a higher private road standard or to Department of Transportation standards shall

be borne solely by the owners of the portion of said property, the subdivision of which required that the road or any portion of it be upgraded.

In the event that Orange County or any other governmental body may require upgrading the road to a higher standard for any reason other than subdivision of a lot or lots, then the cost of constructing the road or any portion of it to a higher private road standard or to Department of Transportation standards, shall be shared by the owners responsible for the upgrading according to the system described in Article 3.

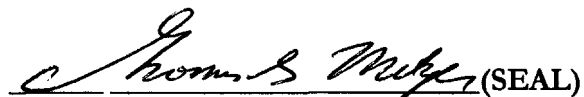
In the event public dedication of the said private road or any extension of the private road or portions thereof is required by Orange County, all persons taking title to the aforesaid property from and through Declarants shall dedicate to the public that portion of the road required to be dedicated.

ARTICLE 5. This Agreement shall remain in full force and effect as to said road or any portion thereof until such time as said road or any portion thereof shall be taken over by the North Carolina Department of Transportation for maintenance purposes, and any portion of said road not so taken over by the North Carolina Department of Transportation shall remain subject to this Agreement. Declarants acknowledge that some public services may not be provided to the lots abutting the said private road due to the private nature of said road.

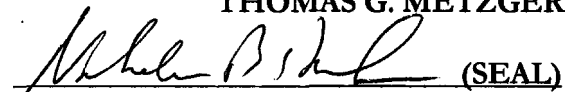
ARTICLE 6. This Agreement is to govern the maintenance of said road when subject to ordinary use. If any owner liable under this Agreement shall cause any extraordinary wear and tear on said road by building, well drilling or other heavy use, said owner shall be responsible to pay such extraordinary cost for maintenance as is caused by such use. If the responsibility for such extraordinary cost of maintenance is not agreed between the owners at an owner's meeting called under the provisions of Article 3 above, any dispute over the responsibility for said cost shall be subject to binding arbitration as set out in Article 3 above.

ARTICLE 7. This Agreement shall run with and be appurtenant to the land and shall be binding upon the heirs, successors, and assigns of each record owner of the aforesaid property. When used in this Agreement, the singular shall include the plural, the masculine shall include the feminine and the neuter, and vice versa, as the meaning may require.

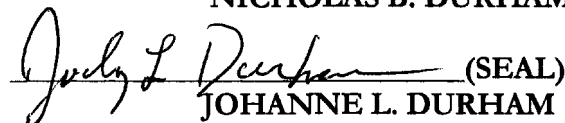
IN WITNESS WHEREOF, Declarants have hereunto set their hands and seals, the day and year first written above.

 (SEAL)

THOMAS G. METZGER

 (SEAL)

NICHOLAS B. DURHAM

 (SEAL)

JOHANNE L. DURHAM

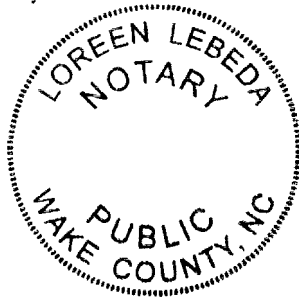
Kenneth A. Howard (SEAL)
KENNETH A. HOWARD
Donna W. Howard (SEAL)
DONNA W. HOWARD

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, LOREEN LEBEDA, a Notary Public of the aforesaid County and State do hereby certify that THOMAS G. METZGER, Single, personally appeared before me this day, the due execution of the foregoing Declaration of Restrictions and Provisions for Private Road Maintenance.

Witness my hand and notarial seal this the 31 day of JANUARY, ~~2006~~ 2007

SEAL



Loreen Lebeda
NOTARY PUBLIC

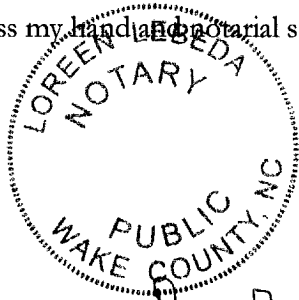
LOREEN LEBEDA
PRINT OR TYPE NAME OF NOTARY

My commission expires: Dec 7 2011

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, LOREEN LEBEDA, a Notary Public of the aforesaid County and State do hereby certify that NICHOLAS B. DURHAM and JOHANNE L. DURHAM, Husband and Wife, personally appeared before me this day, the due execution of the foregoing Declaration of Restrictions and Provisions for Private Road Maintenance.

Witness my hand and notarial seal this the 31 day of JANUARY, ~~2006~~ 2007



SEAL

Loreen Lebeda
NOTARY PUBLIC

LOREEN LEBEDA
PRINT OR TYPE NAME OF NOTARY

My commission expires: Dec 7 2011

STATE OF NORTH CAROLINA
COUNTY OF DURHAM Wake

I, Ashley Soden, a Notary Public of the aforesaid County and State do hereby certify that KENNETH A. HOWARD and DONNA W. HOWARD, Husband and Wife, personally appeared before me this day, the due execution of the foregoing Declaration of Restrictions and Provisions for Private Road Maintenance.

Witness my hand and notarial seal this the 25 day of January, ~~2006~~ 2007



Ashley Soden
Notary Public
Wake County, NC

Ashley Soden
NOTARY PUBLIC

Ashley Soden
PRINT OR TYPE NAME OF NOTARY

My commission expires: 6-15-09



Ashley Soden
Notary Public
Wake County, NC



Ashley Soden
Notary Public
Wake County, NC