

BK013277PG02643

WAKE COUNTY, NC 157
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/20/2008 AT 11:59:35

BOOK:013277 PAGE:02643 - 02645

William G G Miller
7951 Monument Lane
Raleigh, NC 27615

NORTH CAROLINA
WAKE COUNTY

PRIVATE ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of October by and among the undersigned individuals, being owners of the property on Blackhawk Road located in Leesville Township, Wake County, as recorded in Book 2008, Page 2006 Wake County Registry.

These owners do hereby agree and covenant with all persons, firms or corporations, now owning and hereafter acquiring any of the area included in the above referenced land, that all are hereby subjected to the following road maintenance agreement, running with said property by whomsoever owned, to wit:

1. So long as this section of Blackhawk Road, as shown on the above-identified map remains a private road, each lot owner will be responsible for a proportionate of the costs of maintaining the road. The proportionate share by each lot owner shall be the number of lots they may own to the total number of lots fronting on said private road. If the number of lots increases, the number of lot owners responsible for a proportionate part of the maintenance costs will increase. If any owner of multiple lots recombines any number of lots, the proportionate share shall remain as if the lots were not combined.
2. Adequate passage along this section of Blackhawk Road for public safety and emergency vehicles is to be provided at all times. To ensure that this section of road at all times is kept serviceable for all weather conditions, the undersigned property owners will obtain periodic maintenance services. The costs of this periodic maintenance shall be borne proportionately as set out in Paragraph (1) by each lot owner and shall be paid immediately upon being billed. Failure to pay such proportionate share within thirty (30) days of the date of the billing shall constitute a failure to pay for labor and materials as is contemplated in (NC GS #44 (a)-8) et seq.) and the owners listed below or their assigns, individually or jointly, shall be entitled to proceeds against the non-paying lot owner to perfect a lien against the lot as is provided in (NC GS #44(A)-12 et seq.)
3. Should at any time the owners listed below no longer be the owner of any lot on the street as recorded above, then the majority of the lot owners shall select a person or firm to undertake the responsibility of obtaining periodic road maintenance. Each lot owner will continue to be liable for their proportionate costs and the remedies for non-payment will be the same as were hereinabove vested in Paragraph 2 above.
4. In the event that the persons signed below do not perform the needed inspections and obtain periodic maintenance on the road, a two-thirds majority vote of the lot owners may have the road inspected and maintained as need and the cost apportioned to each lot owner as provided in Paragraph (1) above. Non-payment in this instance will subject the lot owner to the same remedies as are set out in Paragraph (2) above. Any lot owner, may at his own expense, perform maintenance on the road provided any maintenance improves its condition to keep the road serviceable to an all weather condition.

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WITNESS my hand and seal, the 13 day of August 2008.

[Signature]
for William G.G. Miller
Power of attorney

[Signature]
Gregory W. Miller

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I certify that the following person(s) personally appeared before me this day,
and acknowledged the due execution of the foregoing certificate. Witness my hand and
official seal this 13 day of August 2008.

Roderic J. Miller
for William G.G. Miller
Power of Attorney

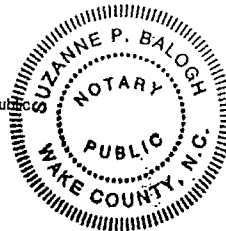
Gregory W. Miller

[Signature]
Signature

Suzanne P. Balogh
Printed Name

Notary Public

My commission expires MY COMMISSION EXPIRES MAY 23, 2009



NORTH CAROLINA—WAKE COUNTY

The foregoing certification of _____ Notary Public is 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.

Register of Deeds

By _____