

NORTH CAROLINA
CASWELL COUNTY

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CASWELL COUNTY, N.C.

**ROAD MAINTENANCE AGREEMENT FOR GREEN PASTURE LANE
IN THE MEADOWS SUBDIVISION**

THIS ROAD MAINTENANCE AGREEMENT, established this the 4th day
of ~~September~~ 1998, by Cedar Creek Land Co., L.L.C., A Virginia Limited Liability
Company (hereinafter referred to as a Developer).

WITNESSETH

That whereas the Developer is the owner of certain lands more particularly
described in Deed Book 344, Page 425, Deed Book _____, Page _____, and Deed
Book _____, Page _____, Caswell County Registry, and whereas the Developer has
improved such property with the construction of a road known as Green Pasture Lane
which provides access to lots 1 through 34 and is more particularly described in plat and
survey by Berkley-Howell & Associates, P.L. on _____, 1998 and recorded in Plat
Cabinet 13, Page 186¹⁸⁷₁₈₈, Caswell County Registry;

NOW, THEREFORE, in order that the road herein described shall be maintained
and used in a manner calculated to promote the use and enjoyment of the adjoining lots
and pursuant to the Restrictive Covenants recorded in Deed Book 346, Page 020, the
Developer does hereby declare and place the following Road Maintenance Agreement as a
term of conveyance for Lots 1 through 34.

ARTICLE I

The road, Green Pasture Lane is private and all maintenance, improvements, and
repairs thereof shall be at the expense of the individual property owners and or any
unincorporated associations and/or non-profit corporations that may be hereafter set up by

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said individuals. It is the intent and purpose of this Agreement that the aforesaid roads be maintained and repaired in perpetuity.

ARTICLE II

Green Pasture Lane shall be used for the purpose of ingress and egress for Lots 1 through 34 of The Meadows Subdivision.

ARTICLE III

The owners of every lot in The Meadows Subdivision shall each contribute \$100.00 per year per lot to the maintenance of the private road known as Green Pasture Lane. This requirement shall not apply to Developer, and Developer shall not pay any annual fees for lots owned by it.

ARTICLE IV

All maintenance and upkeep, including snow removal, will be done on the basis of competitive bids and only on demand of one or more of the lot owners served by said private road. Anything over \$500.00 will have to be approved by Owners Association according to their adopted bylaws.

ARTICLE V

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

ARTICLE VI

The lot owners agree to attend a meeting of all lot owners (to be announced at a later date and with at least one (1) month's notice), at which time an individual or individuals will be elected by said lot owners to handle the details of this agreement and at which time an Owners Association will be created. Owners shall have one vote in the Owners Association per lot owned.

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ARTICLE VII

The Owners 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.

ARTICLE VIII

This \$100.00 annual fee shall be due and payable in advance each year with the first year's payment due at closing, and subsequent payments due on the anniversary date of closing each year. Any assessment not paid shall become a lien against the affected lot and may be enforced by a collection action, or otherwise as allowed by law. The money will be held in an escrow account by Developer, and used for repairs as set out herein, and transferred to the Owners Association once such is in place.

ARTICLE IX

If it is decided by the Owners Association that the stated amount is either to be increased or decreased, it shall be by approval of seventy-five percent (75%) of the lot owners who are subject to these provisions.

ARTICLE X

These restrictions shall operate as covenants running with the land for the benefit of any and all person who may now own or who may hereinafter own any lot located in The Meadows and all such persons are specifically given the right to enforce these restrictions, and any such person shall also be entitled to recover from the offender any damages suffered from violations of these restrictions.

ARTICLE XI

This Road Maintenance Agreement and any changes therein shall run with the land and shall be binding on all lot owners, their successors and assigns and any persons claiming under the owners until September 1, 2015. These restrictions shall automatically renew for ten (10) periods thereafter until such time as the lot owners by a two-thirds (2/3rds) vote agree to terminate said restrictions.

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ARTICLE XII

The invalidation of any portion of this Road Maintenance Agreement by judgement, court order, state law, or local law, shall in no way affect any of the other provisions contained herein, and those other provisions shall be severed from the invalidated portion and shall remain in full force and effect.

IN TESTIMONY WHEREOF, the Developer does hereby bind its successors and assigns, to the full performance of the above Road Maintenance Agreement, and does hereby set its hand and seal the day and year first above written.

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

By: Joseph S. Mauldt (SEAL)
A Manager

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STATE OF NORTH CAROLINA
COUNTY OF PERSON

I Tammy D. Bent, a Notary Public of the county of Person and state aforesaid, do hereby certify that on this day personally appeared before me Joseph D. Maillet, a Manager of Cedar Creek Land Co., L.L.C., a Virginia Limited Liability Company, and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and notarial seal, this the 4 day of September 1998.

Tammy D. Bent
Notary Public



Expires: March 22, 2003

NORTH CAROLINA-CASWELL COUNTY
The foregoing certificate of TAMMY D. BENT, Notary Public of
PERSON COUNTY, NORTH CAROLINA is certified to be correct. Filed for
registration in the Caswell County Register of Deeds Office at 4:20
p.m. on the 7th day of OCTOBER, 1998 and recorded in Book 346
Page 015.
DELORES S. DAMERON
REGISTER OF DEEDS
Maria D. Riddick
Assistant Register of Deeds