

Plat Lovins

BOOK 1965 PAGE 161

NORTH CAROLINA
JOHNSTON COUNTY

ROAD MAINTENANCE DECLARATION

THIS DECLARATION, made and entered into this the 8th day of Aug, 2000, by and between David Milton Flowers and wife, Helen Jean Flowers and Cambridge Builders, Inc. and Master Builders & Realty Company, Inc., hereinafter collectively called "Declarants;"

WITNESSETH:

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

WHEREAS, the said property will have access to State Road 1003 via the private roads shown on the plat hereinafter referred to, said private roads being known as "Northfort Drive, Moultrie Court and Macon Lane;"

WHEREAS, Declarants, by this Declaration, 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 said State Road; and

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

NOW, THEREFORD, Declarants agree for themselves and any and all persons, firms or corporations hereinafter 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 said property and

ensure to the benefit of and be binding upon the heirs, successors and assigns of Declarants and other acquiring parties and persons.

ARTICLE I

The real property (the "property") which is, and shall be held, transferred, sold and conveyed subject to this Declaration is located in Johnston County, North Carolina and more particularly described as North Fort Subdivision, as the same are shown on map and survey recorded in Plat Book 52, Page 57; Plat Book 53, Page 363; Plat Book 53, Page 4; Plat Book 55, Page 439; Plat Book 55, Page 33 of the Johnston County Registry.

AND WHEREAS, it is for the mutual benefit of all homeowners, present and future in said North Fort, Phase 1, 2, 3, 4, 5, 6, 7 and 8, for Declarant to subject said lot as referenced hereinabove to the following Road Maintenance Agreement.

ARTICLE II

Declarants hereby grant unto themselves and the future owners of lots within the property a non-exclusive easement for perpetual ingress, egress and regress along the private roads within the property.

ARTICLE III

The private roads shall be maintained as roads passable in all weather conditions. Any record owner of any lot within the property served by the private roads shall have the right to enforce maintenance standards by sending registered or certified mail, return receipt requested, written notice of all proposed maintenance, the cost thereof, and the time and place of meeting (said meeting to take place no less than thirty (30) days following the mailing of such notice to all record owners at their last known address disclosed by the Johnston County Tax Listings.)

At the record owner's meeting, each record owner shall have one vote for each lot owned. But, in no event shall any lot or any subdivision thereof have more than one vote, regardless of the number of record owners. A majority of the votes cast, in person or by signed proxy at a record owner's meeting, is required for the approval of all maintenance. Further, at such meeting, the record owners by a majority of the votes cast in person or by signed proxy, shall select an agent to contract the maintenance work. Each record owner shall bear, on a pro rata basis, the cost of maintaining the private roads within the property, including but not limited to patching, paving, grading, adding gravel or rock to fill ruts, holes and washed out sections and doing any other needed maintenance. "Maintenance," as that term is used in this Declaration, shall not include improvements to the roads beyond their condition as constructed, and shall not mean or refer to widening, landscaping, or any other upgrading. Each record owner's pro rate share shall be due and owing to the elected agent within ten (10) days, said cost may be reduced to a judgment and shall become a lien on the land of the defaulting owner. Notwithstanding any vote at the record owner's meeting, nothing in this agreement shall be construed as denying any record owner the right to ensure that the private roads within the property are maintained. Any record owner with a lot within the property may require that any dispute concerning the maintenance requirements set forth herein be submitted to binding arbitration under the Rules of the American Arbitration Association (as governed by the Uniform Arbitration Act of North Carolina, North Carolina General Statutes Section I-567.1 et seq., as it may be from time to time be amended) by notice mailed to all record owners at their last known addresses as is shown on the Johnston County Tax Listings by registered or certified mail, return receipt requested, by 5:00 p.m. on the second working day following the record owner's meeting. Unless such arbitration notice is sent, the vote of the majority of the record owners shall be conclusive as to

the maintenance mandated by this agreement. The costs of such arbitration shall be borne by all records owners, pro rata, if maintenance is ordered, or if not, entirely by the party (or parties) seeking arbitration.

ARTICLE IV

The private roads within the property may be dedicated to the public by a majority vote of the record owners of lots within the property served by the private roads at a meeting called and a vote taken as set out in Article III above, except the notice must state that the meeting is called to vote on dedicating the roads to the public. In that event, the record owners and their successors in title and interest to any portion of the property served by the private roads within the property will remain responsible for road maintenance as herein provided until such time as said roads are maintained by a governmental body. Provided, however, nothing in this Article shall be construed as requiring records owners to bear the costs of anything other than maintenance, as that term is defined in Article III hereinabove.

ARTICLE V

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 a lot within the property.

ARTICLE VI

This agreement shall remain in full force and effect as to the aforementioned roads or any portion thereof until such time as said roads or any portion thereof are maintained by a governmental body and any portion of said roads not maintained by a governmental body shall remain subject to this agreement and be maintained by the record owners of those lots in the property served by that portion of said roads not maintained by a governmental body as the

record owners of those lots in the property served by that portion of said roads not maintained by a governmental body shall decide as set out herein.

ARTICLE VII

It is further stipulated and agreed that the record owners of lots within the property and their heirs, successors or assigns may enforce this agreement by injunction and that this shall not be in exclusion of, but in addition to, all other remedies available in law or equity.

ARTICLE VIII

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

ARTICLE IX

For the purpose of these restrictions, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa, as the meaning may require.

ARTICLE X

This Declaration, together with the Deed of Easement and Roadway Reservation by and among the parties hereto of even date herewith, contain the entire understanding of the parties hereto, and neither shall be amended without the written agreement of all of the parties hereto.

IN WITNESS WHEREOF, Declarants have caused this instrument to be signed on the day and year first above written.



Parker
SECRETARY CAMBRIDGE BUILDERS INC

Cambridge Builders
CAMBRIDGE BUILDERS INC

By: [Signature] (SEAL)
PRESIDENT TOMMY DESS



Rebecca W. Davis
DEPUTY SECRETARY

Martin Builders & Erectors Co. Inc
MARTIN BUILDERS & ERECTORS CO. INC

By: [Signature] (SEAL)
PRESIDENT JIMMY ROBERTS FLEMING

David Milton Francis (SEAL)
DAVID MILTON FRANCIS

Helen Jean Francis (SEAL)
HELEN JEAN FRANCIS

_____ (SEAL)

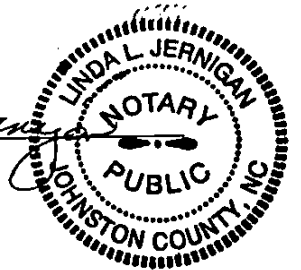
NORTH CAROLINA

JOHNSTON COUNTY

I, Linda L. Jernigan, a Notary Public of the aforesaid County and State, do hereby certify that David Nitta Flamm & wife Helen Joan Flamm personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 8 day of AUG 2000.

Linda L. Jernigan
Notary Public



My Commission Expires: 3-16-2005

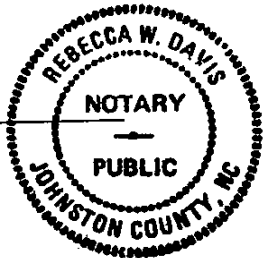
NORTH CAROLINA

Johnston COUNTY

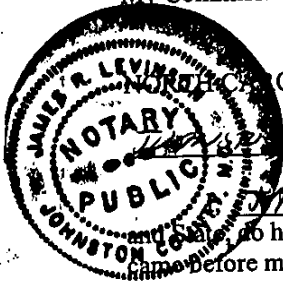
I, Rebecca W. Davis, a Notary Public of the aforesaid County and State, do hereby certify that Jana L. Parker, SECRETARY personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 10 day of August 2000.

Rebecca W. Davis
Notary Public



My Commission Expires: 2-23-2004



NORTH CAROLINA
JOHNSTON COUNTY

I, JAMES R. LOVINSON, a Notary Public of the aforesaid County and State, do hereby certify that TARA L. PARKER personally came before me this day and acknowledged:

that she is the secretary of Cambridge Bulders, Inc. a North Carolina Corporation and that by authority duly given as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her ast its secretary.

James R. Lovinson Notary Public

My Commission Expires: 2-18-03

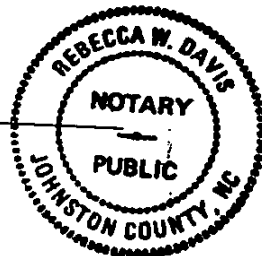
NORTH CAROLINA

Johnston COUNTY

I, Rebecca W. Davis, a Notary Public of the aforesaid County and State, do hereby certify that Tommy Dea personally came before me this day and acknowledged that (s)he is President of Cambridge Builders Inc a North Carolina Corporation and that by authority duly given and as the act of the partnership, the foregoing instrument was signed in its name by him/her.

Witness my hand and official seal, this the 10 day of August 2000.

Rebecca W. Davis
Notary Public



My Commission Expires: 2-23-2004

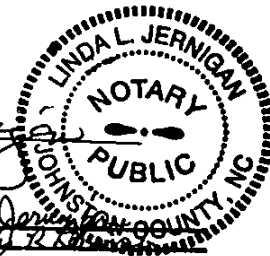
NORTH CAROLINA

JOHNSTON COUNTY

I, Linda L. Jernigan, a Notary Public of the aforesaid County and State, do hereby certify that Rebecca W. Davis personally came before me this day and acknowledged that (s)he is Secretary of Master Builders Realty Co., Inc., a North Carolina Corp., and that by authority duly given and as the act of the Inc. the foregoing instrument was signed in its name by Jimmy R. Flawn Pres President, sealed with its corporate seal and attested by himself/herself as its Secretary.

Witness my hand and official seal, this the 8 day of Aug 2000.

Linda L. Jernigan
Notary Public



My Commission Expires: 3-16-2005

State of North Carolina-Johnston County
The foregoing Certificate(s) of Linda L. Jernigan
Rebecca W. Davis Jimmy R. Flawn
Notary (Notaries) Public is (are) certified to be correct.
This instrument was prepared for registration and recorded in Book 1965 Page 161
This Aug 23 2000 at 1:05 PM
Cecil M. Massengill Warwick
Register of Deeds Deputy Register of Deeds