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PREPARED
FOR
REGISTRATION

NORTH CAROLINA
WAKE COUNTY

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PRIVATE ROAD MAINTENANCE
AGREEMENT

W. H. H. H.
REGISTER OF DEEDS
WAKE COUNTY

THIS AGREEMENT, made and entered into this 16 day of February, 1995, by and among the undersigned individuals being the lot owners of real property along ~~the~~ Bend of the Barton Lane in Bend of the Barton Subdivision in Barton's Creek Township, Wake County, North Carolina, said individuals hereinafter referred to as "Owners";

WITNESSETH:

THAT WHEREAS, the undersigned Owners hold title to certain tracts of land adjacent to the private road(s) known as Bend of the Barton Lane; and

THAT WHEREAS, access to the lots is by virtue of Bend of the Barton Lane and it is the desire of the Owners herein to provide for maintenance of said road(s); and

THAT WHEREAS, in order to more specifically set out the rights, duties and obligations of said owners with respect to Bend of the Barton Lane they covenant and agree as set forth below.

NOW, THEREFORE, in consideration of the agreements herein set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Owners hereby declare, covenant and agree as follows:

1. The Owner of each lot shall be responsible for each lot's proportionate share (1/7th) of the cost of maintenance and repair of the road(s) which maintenance and repair shall be in accordance with the Wake County Subdivision Regulation's minimum standards for private roads in effect at the time of recordation of this Agreement; depth of base course of crushed gravel is 3 to 5 inches, width of gravel along road is 16 feet, and at cul-de-sacs, gravel surface is 35 feet in radius.

2. It is understood and agreed that the maintenance and repair called for by this Agreement shall not exceed the above-stated standards unless agreed to by all Owners. Any Owner shall have the right to upgrade the standard of the road(s) in whole or in part, but such Owner shall be solely responsible for the cost of such upgrade unless otherwise agreed; and all other Owners shall remain liable for the maintenance and repair of the road(s), but only to the extent that they would be liable had the standard of the road(s) not been upgraded;

3. Non-routine, major maintenance and/or repair work (being defined as work which will cost in excess of \$ 100.00 per year

per lot) shall not be done unless and until a three-fourths majority of the Owners consent, and, in this regard, each Owner agrees that his or her consent will not be reasonably withheld.

4. The Owners agree to meet at or immediately following the execution of this Agreement and appoint Owners of three lots to serve on a Road Maintenance Committee that is to oversee the maintenance and repair of the road(s). In this connection, the developer of the subdivision (if any) shall be one of the three Owners to serve on the Committee and shall serve until such time as he or she no longer owns 5% or more of the lots along said road. The Road Maintenance Committee shall meet at least twice a year to assess what routine maintenance and repair is needed and to notify, in writing, each Owner about what maintenance and repair needs to be done and what the cost will be for each Owner. Unless objections are received from a lot Owner within twenty (20) days from the mailing of the notice, the Committee is authorized to proceed with the routine maintenance and repair and the collection of the costs.

Any Owner may notify the Road Maintenance Committee of any maintenance and repair work that the Owner believes should be done.

The Road Maintenance Committee shall consider the guidelines for "periodic maintenance" set by Wake County Subdivision Administrator in connection with the committee assessing what routine maintenance and repair is needed for Beard of the Barton Lane. These guidelines include: (1) the regrading of the road, (2) the replacing of the gravel, (3) the controlling of the vegetation within the right-of-way, and (4) the maintaining of drainage ditches and culverts.

Each lot Owner shall be responsible for keeping his or her mailing address current with the Committee, and the Committee may rely upon such information for purposes of mailing notices.

5. All Owners shall have deemed to have agreed to the proposed routine maintenance and repair unless they object in writing to the Committee within twenty (20) days from mailing of the notice, in which event, a meeting shall be called to discuss and vote upon the proposed road maintenance and repair. At such meeting, a (three-fourths) majority vote of those lot Owners present and voting shall prevail. Each lot Owner shall have one vote, regardless of the number of people who own the lot.

6. Any change caused by driveway connections, by heavy trucks or machinery, or by abuse to the road shall be repaired at the expense of the Owner responsible for such damage.

7. The road ~~may~~ be paved and the cost apportioned equally to each lot Owner only with the consent of all the lot Owners.

8. Failure of any Owner to pay his or her proportionate share of the cost within sixty days of the mailing of the notice of the cost by the Road Maintenance Committee shall constitute a failure to pay for labor and materials contemplated by North

Carolina General Statutes Section 44A-8 et seq and the other Owners shall be entitled to proceed against the nonpaying Owner to perfect their lien as provided by the North Carolina General Statutes. This right inures to the benefit of the Owners for the cost of any maintenance and/or repair or paving provided such cost is authorized in accordance with this Agreement.

9. ~~The Owners hereby declare the previous Road Maintenance Agreement recorded in Deed Book _____, Page _____, of the Wake County Registry null and void. (All lot Owners subject to previous agreement(s) must be a party to this Agreement.)~~

10. This Agreement shall automatically terminate in the event Bond of the Baron Lane becomes a public road that is maintained by the State of North Carolina or by a municipality.

11. This Agreement shall be binding upon and inure to the benefit of the Owners, their heirs, successors or assigns, and furthermore the terms and provisions set forth herein shall be appurtenant to and shall run with the land, being the aforesaid lots and the easement rights associated therewith.

12. Additional Owners of lots and parcels of land with the legal right (easement) to use any portion of the roads listed in this Agreement may be bound to this Agreement provided these additional Owners (a) draft an exact copy of this Agreement with reference to Deed Book and Page, (b) include the Owners property description and notarized signatures, (c) record the document, (d) deliver a certified copy of the recorded document to each current member of the Road Maintenance Committee, and (e) supply a current address to the Committee. The Road Maintenance Committee may require the payment for each additional lot or parcel an amount equal to the share that an Owner of record was required to pay per lot for road maintenance and repair during the previous 24 months. These funds ar to be used exclusively for current or future road maintenance and repair.

13. All new lots or parcels created by the created by the recordation of a subdivision plat approved by Wake County will be required by Wake County Subdivision Administration to enter into and be bound by the terms of this Agreement provided that these new lots or parcels have the right to use any portion of the road(s) listed in this Agreement or as amended. Should the subdivision plat create a new road or extend an existing road, the new road(s) must have an additional road maintenance agreement if a majority of the Owners of previously bound lots vote to add the new road(s) to this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have set their hands and seals, the day and year first shown above.

- 1) Lots 5 and 7 Band of the Barton
Description of lot or parcel
11 Acre ADJACENT TO Band of the
- 2) BARTON SUBDIVISION
Description of lot or parcel
11 Acre ADJACENT TO Band of the
- 3) BARTON SUBDIVISION
Description of lot or parcel
- 4) Band of the Barton Subd
Description of lot or parcel
- 5) Lots 2, 3, 4 and 8 Band of the Barton
Description of lot or parcel
SUBDIVISION
- 6) _____
Description of lot or parcel
- 7) _____
Description of lot or parcel
- 8) _____
Description of lot or parcel

Jerre Parker (SEAL)
Owners signature

John R. Elter (SEAL)
Owners signature

Maureen McElwain (SEAL)
Owners signature

Owners signature (SEAL)

Owners signature (SEAL)

Owners signature (SEAL)

NORTH CAROLINA
WARE COUNTY

I, the undersigned Notary Public, in and for the aforesaid county and state, do hereby certify that JERRE PARKER personally appeared before me this day and acknowledged the due execution of the foregoing document.



This 2 day of March, 1995.
Susan G. Stalant
Notary Public
My commission expires: 4-8-1996

I, the undersigned Notary Public, in and for the aforesaid county and state, do hereby certify that John R. Elter personally appeared before me this day and acknowledged the due execution of the foregoing document.



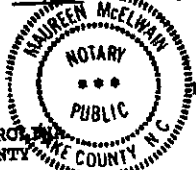
This 2 day of March, 1995.
Maureen McElwain
Notary Public
My commission expires: 2-3-98

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, in and for the aforesaid county and state, do hereby certify that BARBARA C. ELTOR personally appeared before me this day and acknowledged the due execution of the foregoing document.

This 21st day of March, 1995.

(Seal) Maureen McElwain
Notary Public



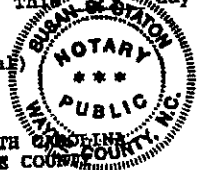
My commission expires: 2-2-98

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, in and for the aforesaid county and state, do hereby certify that Paul A. Tillery, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing document.

This 11th day of March, 1995.

(Seal) Susan C. Stator
Notary Public



My commission expires: 4-8-1996

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Maureen McElwain,
Susan C. Stator Notary (ies) Public is

(are) certified to be correct. This instrument and the certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Registrar of Deeds

By Deborah R. Webb
Assistant Deputy Registrar of Deeds

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NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, in and for the aforesaid county and state, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing document.

This _____ day of _____, 19____.

(Seal)

Notary Public

My commission expires: _____

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, in and for the aforesaid county and state, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing document.

This _____ day of _____, 19____.

(Seal)

Notary Public

My commission expires: _____

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, in and for the aforesaid county and state, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing document.

This _____ day of _____, 19____.

(Seal)

Notary Public

My commission expires: _____

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STATE OF NORTH CAROLINA,
WAKE COUNTY.

PROTECTIVE COVENANTS
REGISTER OF DEEDS OF
WAKE COUNTY THE BARTON SUBDIVISION

THIS DECLARATION, Made this 5th day of April, 1995 by PAUL A. TILLERY - COMMERCIAL RENTALS, A N. C. General Partnership, and RALEIGH SOLO, INC., a N. C. corporation, hereinafter called "Declarant".

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the Protective Covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest or any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the Protective Covenants set forth below:

ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to the Protective Covenants set forth in the Articles of this Declaration is located in the County of Wake, State of North Carolina, and is more particularly described as follows:

Being Lots Numbered 2 through 8, inclusive, as shown on map entitled Bend of The Barton Subdivision as recorded in Book of Maps 1995, Page 497, Wake County Registry.

The real property described in Article I hereof is subject to the Protective Covenants and Restrictions hereby declared to insure the best use and the most appropriate development and improvements of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve so far as practicable the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials, to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection

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of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard inharmonious improvements on lots; to secure and maintain proper setbacks from street; and adequate free spaces between structures, and in general to provide adequately for a high type and quality of investments made by purchasers of lots therein.

ARTICLE II

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, a private garage for not more than two (2) cars, and (with the approval of the Declarant) an accessory building or structure for storage or other appropriate residential uses, which shall be located at least 70 feet from the property line and shielded with vegetation growth capable of maturing to 15 feet in height if the structure is within 20 feet of side or rear line.

ARTICLE III

DWELLING SIZE AND DRIVEWAYS. Except with the prior written approval of the Declarant, no residential structure in excess of a single story which has an area of less than 1650 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any lot. Declarant reserves the right to waive in writing any minor violation of this Article of this Declaration, and for purposes hereof, any violation which does not exceed 10% shall be considered a minor violation.

ARTICLE IV

BUILDING LOCATION. No building shall be located on any lot except at permitted distances shown on recorded plat. For the purpose of this covenant, eaves, steps, chimneys, stoops and uncovered porches shall not be considered a part of a building; provided, however, that these shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Declarant reserves the right to waive in writing any minor violation of this Article of this Declaration and for purposes hereof, any violation which does not exceed 10% shall be considered a minor violation. This waiver shall be in writing and recorded in the Wake County Registry. A document executed by the Declarant shall be, when recorded, conclusive evidence that the requirements of this paragraph have been complied with.

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ARTICLE V

LOT, AREA AND WIDTH. All lots as shown on the recorded map hereinabove referred to are approved. Any lots may be subdivided as long as the County and Health Department will approve subdivision.

ARTICLE VI

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 5 feet on each side line unless shown in excess of such distances on the recorded plat, in which case the plat shall control. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The easements provided for herein may be moved to conform to the relocation of lot lines provided such movement does not interfere with the existing rights belonging to the owners of other lots.

ARTICLE VII

BUSINESS AND MANUFACTURING USES PROHIBITED: NUISANCES PROHIBITED. No part of the said property shall be used for business and manufacturing purposes. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood. No signs or billboards shall be erected or maintained on the premises. No trade materials or inventories may be stored or regularly parked on the premises.

ARTICLE VIII

TEMPORARY STRUCTURES. No trailer, tent or shack as a permanent structure or storage, more than six months, shall be erected or placed on any lot covered by these covenants.

ARTICLE IX

FENCES. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building set back line established herein except upon approval by the Declarant. Any fence constructed must be approved by the Declarant. Any fence constructed must be approved by the Declarant as to location, style design and materials.

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ARTICLE X

APPEARANCE. Each owner shall keep his building site free of tall grass, undergrowth, dead trees, trash and rubbish and property maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his building site as above provided, in the opinion of the Declarant, then Declarant may have the required work done and the costs thus incurred shall be paid by the owner.

ARTICLE XI

ANIMALS. No swine, goats, llamas or poultry of any kind for commercial intent shall be kept or maintained on any part of said property.

ARTICLE XII

PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of motor vehicles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the development, and such property shall be parked in a garage or screened area.

ARTICLE XIII

ANTENNAS AND SATELLITE RECEIVING DEVICES. The erection of external antennas and/or satellite receiving dishes of any kind whatsoever on individual lots shall be prohibited unless less than 9 square feet and must be shielded by vegetation from view of neighbor or street.

ARTICLE XIV

UNDERGROUND UTILITIES AND STREET LIGHTING. Declarant reserves the right to subject the real property described hereinabove to contract with Carolina Power & Light Company for the installation of underground electric cables and the installation of street lighting, either or both of which may require a continuous monthly charge to the owner of each building lot.

ARTICLE XV

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change these covenants in whole or in part.

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ARTICLE XVI

ENFORCEMENT. Enforcement shall be by proceeding at law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

ARTICLE XVII

SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

ARTICLE XVIII

After all lots have been transferred from the Declarant, the enforcement and administration of these protective covenants shall be the responsibility of the majority of the lot owners.

IN TESTIMONY WHEREOF, the Declarant has executed this instrument as by law provided, the day and year first above written.

PAUL A. WILLEY - COMMERCIAL RENTALS,
A North Carolina General Partnership

By *Paul A. Willey* (SEAL)
Paul A. Willey, Partner

RALEIGH SOLO, INC.

By *Paul W. P.*
President

ATTEST:

Myrtice B. Wilder
Asst. Secretary



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NORTH CAROLINA,
WAKE COUNTY.

I, the undersigned Notary Public, hereby certify that Paul A. Tillery, Partner in Paul A. Tillery - Commercial Rentals, A N. C. General Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this 7th day of April, 1995.



James L. Seay
Notary Public

NORTH CAROLINA,
WAKE COUNTY.

I, the undersigned Notary Public, hereby certify that Myrtice B. Wilder Personally appeared before me and acknowledged that she is Assistant Secretary of Raleigh Solo, Inc., a corporation, and that by authority duly given and 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 herself as its Assistant Secretary.

Witness my hand and notarial seal this 7th day of April, 1995.



James L. Seay
Notary Public

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate is of James L. Seay
Notary (Name) Public is

certified to be correct. This instrument and this certificate are duly registered at the date and time and on the back and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By Mita N. Harris
Asst. Deputy Register of Deeds