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Alamance, NC
DAVID J.P. BARBER REGISTER OF DEEDS
BK 2304 Pg 783-784

PRIVATE ROAD MAINTENANCE AGREEMENT

Prepared by and return to: Philipps Law Firm, 122 W. Clay Street, Mebane, NC 27302

STATE OF NORTH CAROLINA

ALAMANCE COUNTY

KNOW ALL MEN BY THE PRESENTS, that Union Ridge Properties, LLC (hereinafter the "Declarant") hereby covenants and agrees to and with all persons, firms and corporations now owning or hereafter acquiring any one of or more of the lots designated as Lots 7, 8, 9 and 10, as shown on Final Plat, Phase Three, Property of Union Ridge Properties, LLC as recorded in Plat Book 70, Page 3, Alamance County Registry, that said Lots are hereby subjected to the following Private Road Maintenance Agreement as to the use and maintenance of the Private Road shown as "50' R/W Class I Private Road" (hereinafter referred to as "Private Road") on said recorded plat, and that these Restrictions are to run with said Lots:

1. EASEMENTS RESERVED. Easements are reserved for installation of utilities and drainage within the 50 foot right-of-way of the Private Road.

2. ROAD MAINTENANCE.

a. OWNERSHIP OF 50' RIGHT OF WAY OF PRIVATE ROAD. Lots 7 through 10 are hereby subjected to reciprocal cross easements, which are hereby expressly reserved for the benefit of each Lot shown on the plats, for ingress, egress and regress to and from Jeffries Cross Road over and across that certain 50' right of way designated as "Private Road" on the recorded plat. The reciprocal cross easements shall be for the use and benefit of all of the owners of said lots whether now owned or hereafter acquired as said cross easements shall be appurtenant to and shall run with each of the Lots shown on the plats.

b. MAINTENANCE OF THE FIFTY FOOT RIGHT OF WAY OF PRIVATE ROAD. Each of the owners of the Lots as shown on the plat shall be responsible for the maintenance of a graveled road over and across the 50' right of way designated as Private Road on the plat as herein provided.

Private Road shall be maintained to a least Class I standards as prescribed by applicable ordinances, regulations and rules promulgated by Alamance County, as the same may be amended from time to time. The Declarant shall remain responsible for the supervision of the maintenance of the Private Road until such time as Declarant has conveyed all of the subject lots. Within 60 days after Declarant has conveyed all of the subject lots, and thereafter, at least annually, the owners of the Lots shall, by majority vote, elect one or more individuals who shall be responsible for the supervision of the maintenance of the Private Road. One vote shall be allocated to each Lot.

c. COST OF MAINTENANCE. The cost of maintaining the Private Road shall be borne by the owners of the Lots on a pro rata basis as hereinafter set forth. Annually, on or before January 1 of each year, the party charged with the responsibility of maintenance of the Private Road shall estimate the total annual cost required for said maintenance and shall send written notice to the owner of each Lot (at the address to which the Alamance County Tax Collector has been directed to send a tax bill for such Lot) of the amount due and owing by each Lot owner. The maintenance fee assessed against each Lot shall be due and payable within thirty (30) days after the date on which the party charged with the responsibility of said maintenance sends notice of the amount assessed against such Lot.

d. DEDICATION TO PUBLIC. The Private Road may be dedicated to the public upon a majority vote, as herein defined, of each of the Lot owners. In the event that the Private Road is so dedicated, the Lot owners and their successors in title shall continue to remain responsible for road

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maintenance as herein provided until such time as the Private Road is actually accepted for maintenance and maintained by the North Carolina Department of Transportation or some other governmental authority.

c. **SPEED LIMIT.** Until such time as the Private Road is actually accepted for maintenance and maintained by the North Carolina Department of Transportation or some other governmental authority, the speed limit for all traffic on the Private Road shall be 10 miles per hour.

3. 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.

IN TESTIMONY WHEREOF, the said parties have caused his instrument to be executed this the ___ day of September, 2005.

UNION RIDGE PROPERTIES, LLC

By: David T. Wilkinson (SEAL)
David T. Wilkinson, Manager-Member

By: Hassel A. Byrd, Jr. (SEAL)
Hassel A. Byrd, Jr., Manager-Member

NORTH CAROLINA
ALAMANCE COUNTY

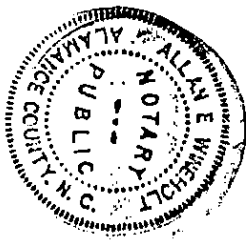
I, a Notary Public of the aforesaid County and State do hereby certify that DAVID T. WILKINSON and HASSEL A. BYRD, JR., Manager/Members of Union Ridge Properties, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing document.

Witness my hand and official seal this 13th day of September, 2005.

My Commission Expires:

August 29, 2009

Allan E. Winchell
Notary Public



State of North Carolina Alamance County
The foregoing certificate(s) of _____
Allan E. Winchell
A Notary (Notaries) Public of the Designated Governmental
units is (are) certified to be correct.
This the 14 day of Sept 2005
DAVID J. P. BARBER Deborah Kelly
Register of Deeds By Assistant/Deputy