

Prepared by and mail to:

Lisa E. Galanis
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7048 Highway 64 East, Suite 200
Knightdale, NC 27545

NORTH CAROLINA
FRANKLIN COUNTY

**ROAD MAINTENANCE AGREEMENT
BRANTLEY RIDGE SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, are the owners of the parcels of land, known as Lots 1-37, inclusive, of Brantley Ridge Subdivision which adjoin Misty Mountain Lane, Morning Dew Way, Sunrise Court, and/or Moonraker Drive.

We do hereby agree and covenant with all parties, firms, and corporations now owning or hereafter acquiring any of the lots hereinabove referred to, that all are hereby subjected to the following Road Maintenance Agreement running with said property, by whomsoever owned, to wit:

So long as the street identified as Misty Mountain Lane, Morning Dew Way, Sunrise Court, and/or Moonraker Drive of Brantley Ridge Subdivision, as recorded in Franklin County Registry, remains private, the parties to this Agreement, or their successors in title, shall be responsible for maintaining said private road, subject to the conditions hereinafter set out.

It is agreed among the parties that the private roads identified as Misty Mountain Lane, Morning Dew Way, Sunrise Court, and/or Moonraker Drive on the recorded map be, and it hereby is, a perpetual non-exclusive easement for ingress, egress, and regress over and to the properties of the parties to this agreement and their successors in title.

The present and future owners of the lots hereinabove described on the map hereinabove referred to shall be responsible for maintaining the portions of said private road upon which their lots front for the entire length of the frontage. Maintenance shall include without limitation, grading, maintaining gravel, if any, patching and re-paving of pavement, if any, stripping and signage, if any and removal of snow, ice, and litter. Should any owner fail to maintain the portion of said private road upon which its lot fronts, any one or all of the non-defaulting lot owners may, after fifteen days notice, undertake maintenance activities on the portion of said private road that has not been maintained. Notice shall be sent to the mailing address listed in the county tax office. The non-defaulting lot owners undertaking maintenance activities shall be reimbursed

fully for all maintenance expenses within thirty days after presenting their bills to the defaulting lot owner, and if not paid within said period of time, shall have a cause of action for reimbursement including collection and attorney fees from the defaulting lot owner. Said reimbursement shall be a lien on the tract owned by the defaulting lot owner as contemplated in N.C.G.S. Section 44A-8, et seq., and the non-defaulting lot owners who have undertaken maintenance activities shall be entitled to proceed against the non-paying lot owner to perfect a lien against the lot as provided in N.C.G.S. Section 44A-12, et. seq.

IN TESTIMONY WHEREOF, the parties to this Agreement, have hereunto set their hands and seals, this 28 day of October, 2022.

Brantley Ridge, LLC;
a North Carolina limited liability company

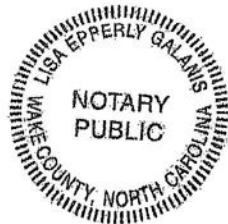
By: [Signature] (SEAL)
Robert H. Cameron, President

STATE OF NORTH CAROLINA
COUNTY OF FRANKLIN

I, Lisa Epperly Galanis, a Notary Public of the County of Wake and State aforesaid, certify that Robert H. Cameron personally came before me this day and acknowledged that he is President of Brantley Ridge, LLC, a North Carolina limited liability company, and that he as President, being authorized to do so, executed the foregoing Road Maintenance Agreement on behalf of the limited liability company.

Witness my hand and official seal, this the 28 day of October, 2022.

(OFFICIAL STAMP-SEAL)



[Signature]
Official Signature of Notary Public

Lisa Epperly Galanis
Notary's printed or typed name

My Commission Expires: 01/28/2023