

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this the 3<sup>rd</sup> day of ~~August~~ <sup>September</sup>, 2008, by and between J. Lee Lehman and Margaret M. Meister; and Virginia A. Boyle and Jean M. Cassidy;

WITNESSETH:

WHEREAS, all of the parties hereto are Owners of the various tracts located at Forest Glen Trail, Buncombe County, North Carolina, as shall be more fully set forth herein;

AND WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of providing for maintenance and upkeep of the private road serving their respective tracts;

AND WHEREAS, the respective parties hereto, among themselves, own the various tracts and parcels of land set forth hereinafter;

J. Lee Lehman and Margaret M. Meister, Lot 4, as shown on plat recorded in Plat Book 120, at Page 16, and as recorded in Deed Book     , at Page     , of the Buncombe County Public Registry;

Virginia A. Boyle and Jean M. Cassidy, Lot 3, as shown on plat recorded in Plat Book 120, at Page 16, and as recorded in Deed Book     , at Page     , of said Registry;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The Owners shall have the power to assess each lot of land located immediately off of and served by the private drive above referred to (and referred to and known as Forest Glen Trail, Buncombe County, North Carolina) for costs reasonably incurred or anticipated to be incurred in the maintenance and upkeep of said private drive.

2. Each Owner shall be responsible for the payment of the assessment made against the lot or lots owned by such Owner. In the event a lot is owned by more than one person or by the entireties, then all Owners shall be jointly and severally liable for the payment of the assessment imposed hereunder.

3. The Owners of Lot 4, Plat Book 120, at Page 16, will not be responsible or liable for any assessments, fees, or charges for maintenance to said road until and unless construction of a permanent structure is contemplated and building permits for said structure are pulled. Beginning at that time, the Owners of Lot 4 will be liable for all road maintenance issues, assessments, fees or charges incurred. Should any alterations to the land or grading of the land occur prior to the pulling of said permits, the Owners of Lot 4 will be responsible for all road maintenance fees and assessments at that time.

4. When construction upon Lot 4 is complete, the Owner of Lot 4 agrees that any damage caused by the construction to the road way, pavement, growing grass, trees, shrubbery, plants or other vegetation, shall be repaired and costs paid on the basis of the reasonable value thereof and the property shall be returned as nearly as possible to its original condition prior to said construction.


5. Each of the parties hereto hereby bind themselves, their heirs, successors and assigns unto the terms, conditions and covenants set forth in this Agreement and each such Owner covenants and agrees to pay such charges or assessments as, from time to time, may be imposed upon the lots by the Owners. The amount of such charges, together with interest as may lawfully accrue thereon, if not paid when due, shall be charged against the lot or lots owned by the Owner and shall be a continuing lien against the lot or lots of such non-paying Owner until paid. Owners shall have the right to file notice of lien in the Office of the Register of Deeds. (All such charges, together with accrued interest, costs and reasonable attorney's fees, shall be the personal obligation of the Owner who was the Owner of such lot at the time the services for which the charges were assessed fell due and payable.) In the event any charge assessed against a lot is not paid within thirty (30) days after the due date, such charge shall bear interest at the maximum rate permitted by law, and the Owners may bring an action at law against the Owner personally obligated to pay the same, or the Owners may foreclose the lien hereby created against the property by appropriate action at law. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such charge or assessment. Provided, however, that the lien provided for herein shall be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust existing at the time of the charge of assessment. Sale or transfer of any lot shall not affect the lien provided for in the provision.

6. No expenditure shall be made for the upkeep or maintenance of the road unless the same shall have been approved by a majority of the votes cast. Only Owners whose lots would be affected by any expenditure for upkeep or maintenance shall be eligible to vote on such expenditure. No expenditure shall be made for any improvement of the road unless the same shall have been approved by a two-thirds majority of the votes cast with respect to such expenditure.

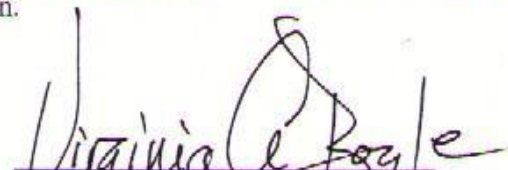
7. For the purposes of this Agreement, "improvement" shall be deemed to mean any significant or substantial change in the road including, but not limited to, relocation or paving. Scraping, graveling, ditching or re-ditching, and the laying of new or replacement drainpipes, among other things of a similar nature, shall not be considered improvements.

8. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns, and the terms hereof shall run with the land and be binding upon all successor Owners of any lot or portion thereof.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this the day and year first above written.




J. Lee Lehman



Virginia A. Boyle



Margaret M. Meister



Jean M. Cassidy

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Janalyne Scott a Notary Public in and for the County and State aforesaid, hereby certify that Lee Lehman and Margaret M. Meister, personally appeared before me this day and duly executed the foregoing instrument.

This the 3<sup>rd</sup> day of September, 2008.

My Commission Expires:

12-4-2011

Janalyne Scott  
Notary Public

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Janalyne Scott a Notary Public in and for the County and State aforesaid, hereby certify Virginia A. Boyle and Jean M. Cassidy, personally appeared before me this day and duly executed the foregoing instrument.

This the 3<sup>rd</sup> day of September, 2008.

My Commission Expires:

12-4-2011

Janalyne Scott  
Notary Public