

STATE OF NORTH CAROLINA

PRIVATE ROAD MAINTENANCE AGREEMENT

COUNTY OF MADISON

Prepared by: Zeno B. Lancaster, IV (NO TITLE SEARCH. DRAFTED SOLELY AT THE INSTRUCTION OF THE PARTIES HERETO WITH NO LEGAL OPINION GIVEN).

Mail to: LANCASTER LAW FIRM, PLLC, 56 Central Ave, STE 203, Asheville, NC 28801

THIS ROAD MAINTENANCE AGREEMENT made and entered into this 20 day of November 2017, by and between the owners of those Madison County lots of Lookout Pointe and properties along that private road called Bearwallow Road, hereinafter referred to as "Owners."

WITNESSETH:

The undersigned are the owners of the properties in or around Lookout Pointe in Madison County, sharing the use of the private road: Bearwallow,

And said tracts have access to NC Highway 63, a state-maintained road, over and upon Bearwallow Road:

NOW, Therefore, the undersigned hereby agree to maintain said private road as a means of ingress and egress to said tracts, with said private road to be maintained in an all-weather condition, at the expense of the undersigned, pro rata per lot, equally with each lot owner, according to the terms and conditions found herein:

1. The maintenance area shall be that portion of Bearwallow Road located between the intersection of NC Highway 63 and the point at which Bearwallow Road meets Black Bear Trail.
2. This maintenance agreement shall terminate in the event the local government assumes the maintenance of said private road.
3. Each of the undersigned participants shall, upon execution of this agreement, pay an initial \$500.00 fee and additional yearly maintenance payments of \$200.00, beginning January 1, 2018.
 - a. All payments referred to above shall be made payable to the Bearwallow Road Maintenance Fund.
 - b. A Treasurer of said account shall be determined by the Owners.
 - i. This person will be elected for a one-year term by a majority of those Owners obligated to make said payments.
 - ii. This person may be re-elected or a new person elected by a majority of those Owners annually.
 - iii. The Treasurer shall provide Owners with an annual statement no later than January 31st of each year.
 - c. The yearly \$200.00 fee may also be amended by a majority vote of those Owners obligated to make said payments and upon written notice to all said owners.
4. A road maintenance coordinator shall be determined by the Owners.
 - a. This person will be elected for a one-year term by a majority of the Owners.
 - b. This person may be re-elected or a new person elected by a majority of the Owners annually.
5. Decisions regarding maintenance performed will be confirmed by a majority of Owners. Any Owner can request a decision regarding maintenance by making a specific proposal to the other Owners via electronic mail (e-mail). Each of the other Owners shall have 7 days to provide input via e-mail. Owners should return their vote via e-mail within seven (7) days of receiving the proposal. Approval or rejection of the proposal shall be determined by a majority of the votes returned.
6. Should any Owners cause damage to the road that is in excess of reasonable wear and tear, including but not limited to, damage from contractors/agents/licensees, etc., which may be traveling to and from an Owner's property, or traffic in excess of reasonable homeowner traffic, or should any Owner accidentally or purposefully cause damage to the road that is in excess of reasonable wear and tear, said Owner shall repair that portion of the road without contribution by the other Owners herein and will be subject to damages by suit from the remaining Owners if repairs are not made within 30 days of the damage caused, unless written permission to the contrary from a majority of the Owners' is obtained. In the event an Owner or his agent uses the road commercially over and above its normal usage, that Owner shall supplement the maintenance of the road as necessary to keep it to its normal standard.
7. In the event of an emergency, the Owner who first becomes aware of the emergency will attempt to notify the road maintenance coordinator to arrange for appropriate repair. In the event the road maintenance coordinator cannot be reached, any Owner is authorized to spend up to \$150 to make the emergency repair and be subsequently reimbursed by the Bearwallow Road Maintenance Fund. At the time the repair is completed, the Owner will send an e-mail to all Owners which should include the following: An explanation of the nature of the emergency, what repairs have been made, and copies of any paid invoices for said repairs.

8. Additional properties may be added to this covenant as needed by having this agreement signed by the property owner and the agreement recorded to their deed and payment of the \$500 initial fee.
9. Lenders to property owners who are not part of this agreement but who may utilize Bearwallow Road in the future should be aware that this agreement can be changed from time to time in a manner that may be inconsistent with their lending practices. Unless a property owner is an Owner as defined by this agreement and has agreed to the terms of this maintenance agreement, there are no assurances that this agreement is in effect or has not changed materially.

This covenant of road maintenance shall run with the property owned by the undersigned and shall benefit and burden said property.

IN WITNESS WHEREOF, the undersigned have set their hands and seals below on the day and year first written above.

[remainder of page intentionally left blank]

Owner(s) of PIN # 8753-90-9895 – 496 Black Bear Trail

Lars Laubinger (SEAL)
LARS LAUBINGER

Virginia P. Laubinger (SEAL)
VIRGINIA P. LAUBINGER

STATE OF Virginia, ^{City} COUNTY OF Danville

I, a Notary Public of said County and State, certify that

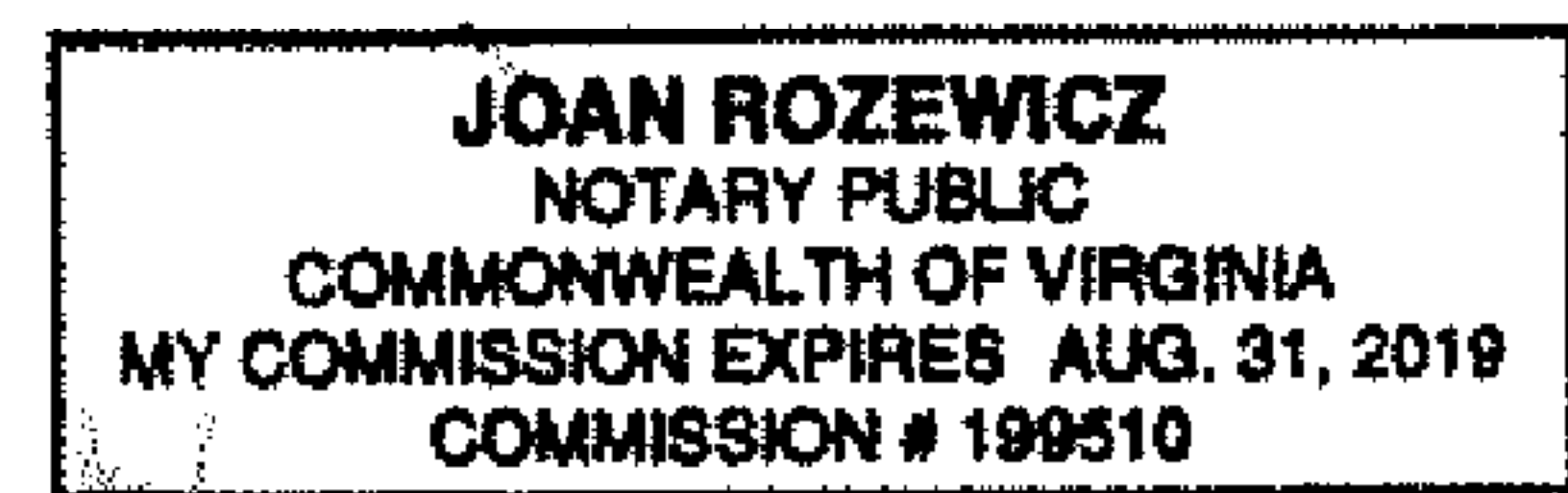
Lars Laubinger and Virginia P. Laubinger
personally appeared before me this day and acknowledged the execution of the foregoing
instrument. Witness my hand and official seal, this 8th day of November 2017.

Joan Rozewicz

Notary seal

Notary Public

My Commission Expires: 8-31-2019



Owner(s) of PIN # 8763-03-7548 AND 8753-73-8220 – 1335 and 1363 Bearwallow Rd

(SEAL)
DAVID HILL

(SEAL)
LISA HILL

STATE OF NORTH CAROLINA, COUNTY OF _____

I, a Notary Public of said County and State, certify that

personally appeared before me this day and acknowledged the execution of the foregoing
instrument. Witness my hand and official seal, this _____ day of _____, 2017.

Notary seal

Notary Public

My Commission Expires:

Owner(s) of PIN # 8753-90-9895 – 496 Black Bear Trail

_____(SEAL)
LARS LAUBINGER

_____(SEAL)
VIRGINIA P. LAUBINGER

STATE OF _____, COUNTY OF _____
I, a Notary Public of said County and State, certify that

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this _____ day of _____, 2017.

Notary Public
My Commission Expires:

Notary seal

Owner(s) of PIN # 8763-03-7548 AND 8753-73-8220 – 1335 and 1363 Bearwallow Rd

David Hill (SEAL)
DAVID HILL

Lisa Hill (SEAL)
LISA HILL

Florida
STATE OF ~~NORTH CAROLINA~~, COUNTY OF Orange
I, a Notary Public of said County and State, certify that

David Hill and Lisa Hill who are personally known to me
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this 14 day of November, 2017.

Paulette B. Phelps
Notary Public
My Commission Expires: 05/30/2021

Notary seal
PAULETTE B PHELPS
MY COMMISSION # GG 080393
EXPIRES: May 30, 2021
Bonded Thru Budget Notary Services

Owner(s) of PIN # 8763-11-0343 – Lots 21 & 22 Lookout Pointe

Jacob Jaworski (SEAL)
JACOB JAWORSKI

Stacey Jaworski (SEAL)
STACEY JAWORSKI

STATE OF Florida, COUNTY OF Okaloosa

I, a Notary Public of said County and State, certify that

Jacob Jaworski And Stacey Jaworski
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this 15th day of November, 2017.

Martha R. Watts

Notary seal

Notary Public

My Commission Expires:



MARTHA R. WATTS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF128524
Expires 6/2/2018

Owner(s) of PIN # 8753-73-8220 AND 8763-12-5708 AND 8763-12-4638 AND 8763-23-0471
AND 8763-12-6951 AND 8763-23-4034 AND 8763-34-8737 AND 8763-34-6873 AND 8763-
34-5902 AND 8763-23-2985 – 726 Bearwallow Rd (All of these pin numbers will be considered
to be one lot as contemplated by this agreement).
ALKYON, INC.

DEAN TAI, _____ (OFFICE, I.E. PRESIDENT, VP, ETC)

STATE OF _____, COUNTY OF _____

I, a Notary Public of said County and State, certify that

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this _____ day of _____, 2017.

Notary seal

Notary Public

My Commission Expires:

Owner(s) of PIN # 8763-11-0343 – Lots 21 & 22 Lookout Pointe

_____(SEAL)
JACOB JAWORSKI

_____(SEAL)
STACEY JAWORSKI

STATE OF _____, COUNTY OF _____
I, a Notary Public of said County and State, certify that

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this _____ day of _____, 2017.

Notary Public
My Commission Expires:

Notary seal

Owner(s) of PIN # 8753-73-8220 AND 8763-12-5708 AND 8763-12-4638 AND 8763-23-0471
AND 8763-12-6951 AND 8763-23-4034 AND 8763-34-8737 AND 8763-34-6873 AND 8763-
34-5902 AND 8763-23-2985 – 726 Bearwallow Rd (All of these pin numbers will be considered
to be one lot as contemplated by this agreement).
ALKYON, INC.

_____(SEAL)
DEAN TAI, PRESIDENT (OFFICE, I.E. PRESIDENT, VP, ETC)

STATE OF Florida, COUNTY OF Broward
I, a Notary Public of said County and State, certify that

Dean Tai
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this 10th day of November, 2017.

Notary Public
My Commission Expires: 03-10-2018

Notary seal



Owner(s) of PIN # 8763-12-8246 – Lot 17 Lookout Pointe

Ernest R. Swinney (SEAL)
ERNEST R. SWINNEY

Connie R. Swinney (SEAL)
CONNIE R. SWINNEY

STATE OF Tennessee, COUNTY OF Granger
I, a Notary Public of said County and State, certify that

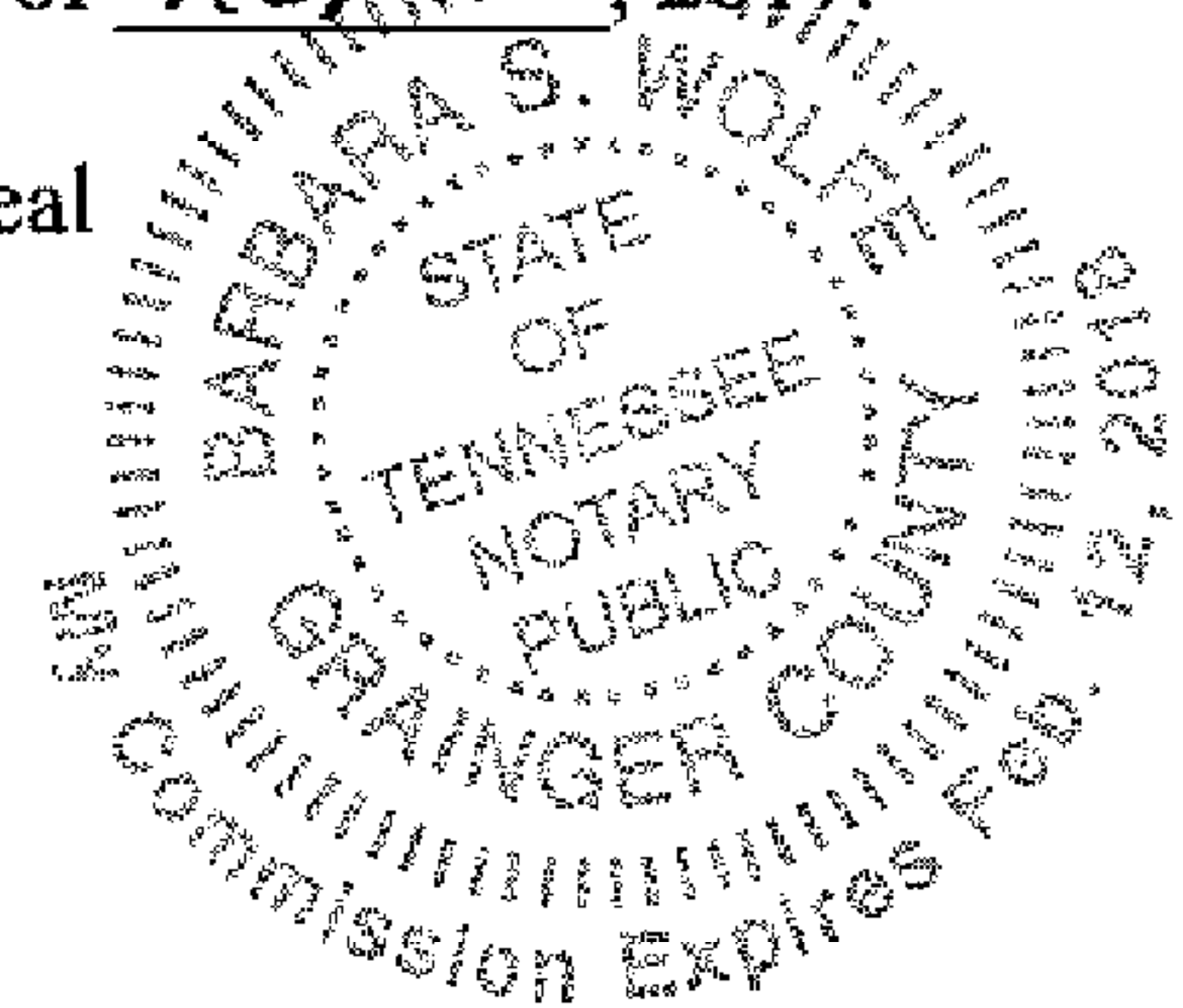
Ernest Swinney + Connie Swinney
personally appeared before me this day and acknowledged the execution of the foregoing
instrument. Witness my hand and official seal, this 8 day of Nov, 2017.

Barbara S. Wolfe

Notary seal

Notary Public

My Commission Expires: 2-12-2018



Owner(s) of PIN # 8763-01-9973 – 30 Black Bear Trail

(SEAL)
REGINALD M. WEAGLE

(SEAL)
KAREN B. WEAGLE

STATE OF _____, COUNTY OF _____
I, a Notary Public of said County and State, certify that

personally appeared before me this day and acknowledged the execution of the foregoing
instrument. Witness my hand and official seal, this _____ day of _____, 2017.

Notary seal

Notary Public

My Commission Expires:

Owner(s) of PIN # 8763-12-8246 – Lot 17 Lookout Pointe

_____(SEAL)
ERNEST R. SWINNEY

_____(SEAL)
CONNIE R. SWINNEY

STATE OF _____, COUNTY OF _____
I, a Notary Public of said County and State, certify that

personally appeared before me this day and acknowledged the execution of the foregoing
instrument. Witness my hand and official seal, this _____ day of _____, 2017.

Notary seal

Notary Public
My Commission Expires:

Owner(s) of PIN # 8763-01-9973 – 30 Black Bear Trail

Reginald M. Weagle (SEAL)
REGINALD M. WEAGLE

Karen B. Weagle (SEAL)
KAREN B. WEAGLE

STATE OF NC, COUNTY OF Yancey
I, a Notary Public of said County and State, certify that

Reginald M. Weagle and Karen B. Weagle
personally appeared before me this day and acknowledged the execution of the foregoing
instrument. Witness my hand and official seal, this 12th day of November 2017.

Amber M. Reeves

Notary Public
My Commission Expires: 4/10/2018

