

<b>FILED Jun 04, 2024 12:32 pm</b>	<b>FILED</b>
<b>BOOK 01446</b>	<b>VANCE</b>
<b>PAGE 1104 THRU 1106</b>	<b>COUNTY NC</b>
<b>INSTRUMENT # 01716</b>	<b>CASSANDRA D. NEAL</b>
<b>RECORDING \$26.00</b>	<b>REGISTER</b>
<b>EXCISE TAX (None)</b>	<b>OF DEEDS</b>
	<b>KHC</b>

Prepared by and return to: KFB Land, LLC, 314 W. Millbrook Rd., Suite 121, Raleigh, NC 27609

NORTH CAROLINA  
VANCE COUNTY

**ROAD MAINTENANCE DECLARATION  
FOR  
KFB LAND LLC SUBDIVISION**

THIS DECLARATION, made this 4<sup>th</sup> day of June, 2024 by **KFB Land, LLC, a North Carolina limited liability company (hereafter Owner)** is the owner/developer of the above-named subdivision in Sandy Creek Township, Vance County, North Carolina, which is more particularly described as follows:

**BEING all of Lots 2, 3 & 4, as shown on that plat entitled "Minor Subdivision Plat Survey For: KFB Land, LLC" as shown in Map Book 0000Z, Page 0835, Vance County Registry, and Tracts A, B, C, D, E, & F as shown on that plat entitled "Exempt Division Plat Survey For: KFB Land, LLC" as shown in Map Book, 0000Z, Page 852, Vance County Registry.**

WHEREAS, this Road Maintenance Agreement only applies to the access to the above referenced tracts, which is from and across a 50-foot private access easement, as the same is shown on the above referenced Plat Books, attached herein and incorporated by reference; and

WHEREAS, the Owner wishes to institute a Road Maintenance Agreement establishing terms for upkeep and maintenance of said 50-foot private access easement.

NOW THEREFORE, the parties, for and in consideration of the mutual covenants contained herein, agree that their properties referenced hereinabove shall be subject to the terms of this Declaration concerning the use and maintenance of the 50-foot. private access easement as follows:

1. The said 50-foot private access easement shall be used for ingress, egress and regress, as well as location of usual and ordinary utilities to serve the above tracts/lots.
2. The Owner, along with its assigns, successors and heirs, successors and assigns shall be responsible for an equal share of the maintenance cost of the 50-foot private access easement.
3. In the event any of these tracts are subdivided, the new lot owners shall likewise be responsible hereunder, and the proportionate shares of all owners shall decrease,

4. The Owners, along with their assigns, successors, and heirs, by a 75% vote, shall be vested with such powers as allowed by law as pertains to the 50-foot private access easement: (A) to perform any required upkeep, maintenance and repairs herein, (B) to establish road maintenance dues as needed on an annual basis, and (C) to enforce the collection of road maintenance dues from the lot owners as set out herein.

5. All maintenance, repair and upkeep, including snow removal, on the 50-foot private access easement will be done on the basis of competitive bids and will be limited to that required by virtue of erosion and ordinary wear to the road surfaces.

6. This Maintenance Agreement shall include the maintenance of any and all ditches and drainage ways that abut the 50-foot private access easement and they shall be maintained in an orderly and aesthetically pleasing manor, avoiding any blockages, tall or uncut grass, trash, or any other unsightly or detrimental items.

7. Any sums levied for road maintenance that remain unpaid shall be subordinate to tax and mortgage liens, and may be enforced as allowed by law.

8. Each individual lot owner shall be responsible for repair of any damages to said road resulting from the willful or negligent acts of himself or his agents, servants, or employees. Said lot owner agrees to perform any such repairs at his own expense within a reasonable time, but not in excess of 60 days after written notice of such damages shall have been sent to him from all of the remaining owners.

9. Any lot owner can bring an action in Vance County to enforce the provisions of this Road Maintenance Declaration.

10. This Declaration contains the entire understanding of the parties and may only be modified in writing as agreed upon by 75% of the lot owners and will be binding upon the successors and assigns of the parties herein and all future lot owners.

11. The owners of lots and tracts abutting the 50-foot private access easement, by a vote of 75% of the lot owners, may from time to time make such other rules they may deem appropriate for the use and benefit and upkeep of said road without restricting the right to use said easement for ingress, egress, regress and utilities. This may include creating a planned community and making the properties and this declaration and any amendments thereto, subject to Chapter 47F of the North Carolina General Statutes, as may be amended.

IN TESTIMONY WHEREOF, a Member-Manager of KFB Land, LLC, has hereunto set his hand and seal, this the day and year first above written.

**KFB Land, LLC**  
**(a North Carolina limited liability company)**

*Keith Brouillard* (SEAL)  
**By: Keith Brouillard, Member-Manager**

STATE OF NORTH CAROLINA  
COUNTY OF Wake

I, *Jasmine Sawyer Lehman*, a Notary Public in and from said County and State, do hereby certify that Keith Brouillard, Member/Manager of KFB Land, LLC (a North Carolina Limited Liability Company), personally appeared before me this day and acknowledged the execution of the foregoing instrument and that being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official stamp or seal this the 4<sup>th</sup> day of June, 2024

*Jasmine Sawyer Lehman*  
Notary Public

My Commission Expires: 01-27-2027

(NOTARY SEAL)

**Jasmine Sawyer Lehman**  
Notary Public  
Wake County, NC  
My Commission Expires 01/27/2027