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Granville County, NC  
Kathy M. Taylor Reg of Deeds

BK **1974** PG **681-683**

State of North Carolina

Cannady Mill Farms - Private Road Maintenance Declaration

County of Granville

This Private Road Maintenance Declaration is made this the \_\_\_\_\_ day of February, 2024 by JSW Partners, a North Carolina General Partnership (the "Declarant").

WITNESSETH:

Whereas, the Declarant holds title to two tracts shown as Tracts 2 and 3 on that plat recorded in Plat Book 52, Page 118, Granville County Registry, North Carolina (the "Acreage"); and

Whereas part of the Acreage has been further subdivided into ten tracts shown as Tracts 1 through 10, Cannady Mill Farms, on that plat recorded in Plat Book 53, Page 15, Granville County Registry; and

Whereas the ten subdivided tracts have accessed to Cannady Mill Road (N. C. S. R. 1622) by, through and over a 40' access easement as the same is shown on said plat as River Mill Lane, a private road; and

Whereas the Declarant desires to provide for the maintenance and repair of River Mill Lane and any other connecting private roads created by future subdivisions of the Acreage.

NOW, THEREFORE, the Declarant, for itself, its heirs, successors, and assigns, does declare as follows:

1. River Mill Lane is a private road which is dedicated for the use of all owners of the ten tracts shown on the map recorded in Plat Book 53, Page 15, Granville County Registry and for the use of all owners of any tracts created by the future subdivisions of the Acreage. The use of River Mill Lane and any future connecting private roads in the subdivision is extended to the public.
2. There is hereby created a Road Maintenance Association for the purpose of maintaining River Mill Lane and any future connecting private roads in the future subdivision of the Acreage as well as establishing speed limits.

3. Each owner of a tract abutting River Mill Lane and any future connecting roads shall be a member of the Road Maintenance Association and shall be entitled to one vote per recorded tract owned at the annual meeting of such association to be held on the second Tuesday of May of each year, commencing in year 2024.
4. At the annual meeting there shall be elected a Board of Directors for the Road Maintenance Association consisting of three members and the three members so elected shall be responsible for contracting and providing for the road maintenance and assessing the owners abutting the roads.
5. In the event an owner fails to pay his proportionate part of the road maintenance, based on recorded tracts owned, the association may enforce such payment through civil action for such purpose in the General Court of Justice of Granville County North Carolina.
6. The assessment may not exceed \$250.00 per year per recorded tract unless there said amount is changed by a vote by two thirds of all members.
7. River Mill Lane is not constructed to the standards required by the North Carolina Department of Transportation required for inclusion in the State Highway System for maintenance by the Department of Transportation. Any future roads built will also not meet the minimum standards and will not be maintained by the Department of Transportation. An affirmative vote of two-thirds of all members shall be required to seek inclusion of River Mill Lane and any future connecting roads into the State Highway System.
8. This Declaration is executed and recorded for the express purpose of putting all prospective purchasers of tracts in Cannady Mill Farms on notice as to the status of River Mill Lane and any future connecting roads as private roads to be maintained by the Road Maintenance Association, notwithstanding any requirements on the present owner to supply and secure an appropriate acknowledgment from prospective purchasers of any tracts in Cannady Mill Farms of the receipt of this disclosure being made.
9. All tracts within Cannady Mill Farms shall be subject to the Declaration and said Declaration shall run with the land.
10. Any damage to River Mill Lane or future connecting roads caused by new construction on a tract lot shall be the sole responsibility of that tract owner or the tract owner's contractor.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed in its corporate name by its duly authorized partner the day and year first above written.

JSW Partners

By:

Julianna O. Wright (SEAL)  
Julianna O. Wright, General Partner

STATE OF NORTH CAROLINA  
COUNTY OF Granville

I, Tiffany C. Abbott, a Notary Public of the County and State aforesaid, certify that Julianna O. Wright personally appeared before me this day and acknowledged that she is a General Partner of JSW Partners, a North Carolina General Partnership and that by authority duly given, and as an act of the partnership, the foregoing instrument was signed in its name by her.

Witness my hand and official stamp or seal, this 6<sup>th</sup> day of February, 2024.

Tiffany C. Abbott  
Notary Public

My Commission Expires: 7.29.27

