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FORSYTH CO, NC FEE \$26.00

PRESENTED & RECORDED

10-14-2015 12:09:09 PM

C. NORMAN HOLLEMAN

REGISTER OF DEEDS

BY: LORI HOLLOWAY

DPTY

BK: RE 3255

PG: 249-252

DOORKEY BOX 90

NORTH CAROLINA)
FORSYTH COUNTY)

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 18 day of SEPTEMBER, 2015, by and among THE ESTATES AT LISSARA HOA, INC. a North Carolina Nonprofit Corporation (hereinafter "Estates HOA"), Christopher J. Chapman and wife Mary Blackwell- Chapman of Forsyth County, North Carolina (hereinafter "Chapman"), and Kent Corp., a North Carolina Corporation, (hereinafter "Kent") cumulatively hereinafter "Parties":

WITNESSETH:

WHEREAS, The Estates at Lissara HOA, Inc. Is the owner of a tract of land known and designated as Tract III (Common Area) as shown in Plat Book 58, Pages 1,2 and 3, Forsyth County Registry), and Chapman is the owner of a tract of land known as Tax Lot 104, Block 4608 , PIN# 5866-95-9489 Forsyth County Tax Maps as presently constituted, (Deed Book 1943, Page 4500 Forsyth County Registry), and Kent is the owner of a tract of land known as Tax Lot 110, Block 4608, PIN# 5876-05-8743 Forsyth County Tax Maps as presently constituted (Deed Book 2842, Page 1667 Forsyth County Registry) and

WHEREAS, Parties utilize a private roadway known as Thunderwood Farm Lane for access to their respective properties, and desire to establish an agreement among themselves for the continued maintenance of the private roadway.

NOW, THEREFORE, the Parties hereby agree to the following road maintenance agreement, which shall inure to the benefit of, burden and run with the lands of the parties hereto:

Estates HOA shall maintain the roadway from its intersection with Conrad Road to the point at which the roadway first touches the property of the Malinda J. Riddle Revocable Trust, Tax PIN# 5876-24-2986 , (Deed Book 3102 Page 2810, FC Registry) in the North line of Estates HOA. Estates HOA shall be solely responsible for maintenance, repair and mowing of the shoulders and ditchlines of said roadway unless and until such time as the property of either or both of Chapman and Kent shall be subdivided for the purpose of creating additional building sites on their properties. Upon the subdivision of Chapman and/or Kent for said purpose, the cost of and responsibility for maintenance and mowing of the roadway shoulders and ditchlines shall be based upon a prorata formula. The calculation of the prorata responsibility shall be determined by utilizing the total number of homesites existing in The Estates at Lissara neighborhood added to the total of homesites on the property of Chapman and/or Kent which has been subdivided. If only one of the Kent/Chapman properties is subdivided, the other shall not bear responsibility for maintenance, repair or mowing until such time as it is subdivided, at which time the total of homesites shall be calculated for their prorata share of necessary expenses. A two-thirds majority of homesite owners shall be required to obligate all for maintenance and repair expenditures. Estates HOA will oversee the collection and expenditure of funds for same, and will contract with appropriate vendors for same.

The obligation for maintenance of said roadway shall be binding upon the parties hereto and any of their respective heirs, successors, purchasers, and assigns who may make use of said roadway.

IN WITNESS WHEREOF, all parties hereto have caused the Agreement to be executed and sealed.

THE ESTATES AT LISSARA HOA, INC.

BY: Brandon Godfrey
_____, Its President

Christopher J. Chapman (SEAL)
CHRISTOPHER J. CHAPMAN

Mary Blackwell-Chapman (SEAL)
MARY BLACKWELL-CHAPMAN

KENT CORP.

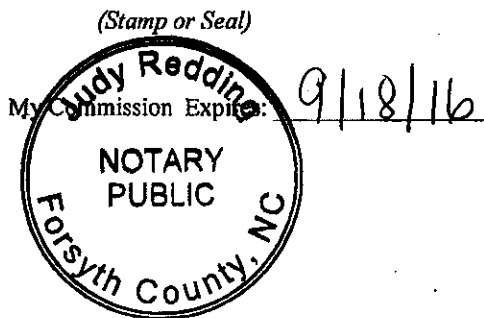
BY: Christopher J. Chapman
Christopher J. Chapman, Its President
Vice-

NORTH CAROLINA - FORSYTH COUNTY

I certify that the following person(s) personally appeared before me this day, that I have personal knowledge (or have received satisfactory evidence) of the identity of said person(s), and that each acknowledged to me that he and/or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated:

Brant H. Godfrey, President

Date: October 14, 2015



Judy Redding
Signature of Notary
Judy Redding Notary Public

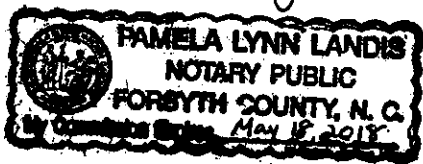
NORTH CAROLINA - FORSYTH COUNTY

I certify that the following person(s) personally appeared before me this day, that I have personal knowledge (or have received satisfactory evidence) of the identity of said person(s), and that each acknowledged to me that he and/or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated:
Christopher J. Chapman

Date: September 28, 2015

(Stamp or Seal)

My Commission Expires: May 18, 2018



Pamela Lynn Landis
Signature of Notary
Pamela Lynn Landis Notary Public

NORTH CAROLINA - FORSYTH COUNTY

I certify that the following person(s) personally appeared before me this day, that I have personal knowledge (or have received satisfactory evidence) of the identity of said person(s), and that each acknowledged to me that he and/or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated:
Mary Blackwell-Chapman

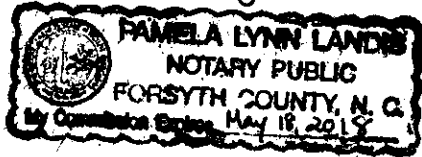
Date: September 28, 2015

(Stamp or Seal)

Pamela Lynn Landis
 Signature of Notary

My Commission Expires: May 18, 2018

Pamela Lynn Landis Notary Public



NORTH CAROLINA - FORSYTH COUNTY

I certify that the following person(s) personally appeared before me this day, that I have personal knowledge (or have received satisfactory evidence) of the identity of said person(s), and that each acknowledged to me that he and/or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated:

Christopher J. Chapman, Vice President of Kent Corporation

Date: September 28, 2015

(Stamp or Seal)

Pamela Lynn Landis
 Signature of Notary

My Commission Expires: May 18, 2018

Pamela Lynn Landis Notary Public

