

Prepared by:
J. Michael Weeks
Attorney at Law

STATE OF NORTH CAROLINA
COUNTY OF WAKE

**DECLARATION OF RESTRICTIVE
COVENANTS FOR LOTS 3, 4 & 5 AS
SHOWN ON MAP RECORDED IN PLAT
BOOK 2025, PAGE _____, WAKE COUNTY
REGISTRY**

THIS **DECLARATION OF RESTRICTIVE COVENANTS** made this _____ day of _____, 2025, by DONICA MURPHREY O'LEARY and JESSICA MURPHREY CLARK, hereinafter collectively called the DECLARANT:

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described in Article I below (the "Property");

WHEREAS, the Declarant has subdivided the Property into lots to be used for residential purposes (the "Lot" or "Lots"); and

WHEREAS, the Declarant has adopted a uniform scheme for the development of the Property and the Lots as set forth in Article II below:

NOW, THEREFORE, the Declarant hereby makes the following declarations as to the limitations, restrictions and uses for which the Property can be used, and does hereby specify that such declarations shall constitute restrictions and covenants to run with the Property, as provided by law, and shall be binding on all parties and all persons claiming under them and shall be for the benefit of and limitation of all future owners and residents of Lots.

ARTICLE I

The Property subject to this Declaration of Covenants is described as follows:

Lots 3 through 5 and "Price Pond Road New 60' Private Access Easement" as shown on that map recorded in Plat Book 2025, Page _____, Wake County Registry.

ARTICLE II

The restrictions and covenants contained herein are for the purpose of developing a residential community on the Property (1) by facilitating the safe, healthy and harmonious use of the Property by the inhabitants thereof in keeping with a uniform plan of development and (2) by preserving and protecting the value and marketability of the Property and Lots.

ARTICLE III

The Property and Lots, and any additions thereto, shall be subject to the following restrictions, covenants and conditions:

1. No further subdivision of a Lot is allowed.
2. No signboards, billboards or advertising signs of any description shall be displayed on the Property except for those signs required by law.
3. No more than one single-family residential dwelling, together with reasonable appurtenances such as garages and sheds, may be built on a Lot.
4. No swine, fowl, cattle or other farm animals shall be kept on a Lot except (1) horses may be kept on Lot 5 only and (2) chickens may be kept on a Lot for the personal use of the owner. A limited number of household pets may be kept on a Lot provided the Lot owner maintains reasonable control of the pets. All pets and other animals allowed to be kept on a Lot shall be sheltered, maintained and controlled in such a manner as to prevent them from being a nuisance to other Lot owners.
5. Only single family stick built dwellings are permitted to be built upon a Lot. A one story single family dwelling house constructed on a Lot shall have not less than 1,700 heated square feet of finished floor area. A two story single family dwelling shall have not less than 2000 heated square feet of finished floor area. In determining the square footage of the finished floor area, the area within basements, attached or detached garages, unheated areas, carports or open porches shall not be included.
6. No structure of a temporary nature shall be stored, erected or allowed to remain on a Lot and no trailer, camper, shack, tent, garage, barn, or other structure shall be used as a temporary and/or permanent residence on a Lot.
7. No noxious, offensive, or illegal activity or safety hazard shall be permitted on a Lot.
8. Each owner of a Lot shall keep his Lot in an orderly condition and shall keep any improvements thereon in a suitable state of repair by promptly repairing any damage thereto by fire or other casualties. No Lot may be used in whole or in part for storage of rubbish, hazardous materials or for the storage of any property that may cause any noise that will disturb the peace and quiet of the occupants of the surrounding lots or land, and no trash, rubbish, stored material, wrecked or inoperable vehicle or similar unsightly items shall be allowed to remain on any Lot

outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish or other debris for collection by governmental or private garbage and trash removal services in appropriate containers.

9. The owner of a Lot shall not attach the fence enclosing his Lot to the fence of an adjoining Lot without the consent of that Lot owner. All fences shall be maintained in a reasonable state of repair. No barbed wire fence shall be used on a Lot. No fence having a height greater than six (6) feet is permitted. Fences are permitted only in the rear yard of a Lot and no fences of any kind are permitted in the front or side yards of a Lot.

10. No junk, disabled, abandoned, inoperable or unlicensed vehicle shall be allowed to remain on any Lot for more than 30 days. For purposes of this section, a "junk or disabled" vehicle shall include, but be not be limited to, a vehicle that cannot be self-propelled in the manner for which it was originally manufactured, or a vehicle that has been wrecked and dismantled. Nothing contained herein shall preclude any owner from undertaking restoration of a vehicle if the same shall be stored within an enclosed area.

11. No firearms may be discharged on a Lot.

12. The Declarant, their heirs, successors and assigns, and each owner of a Lot shall have the power and authority to enforce these Covenants. Enforcement of these Covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate these covenants. In addition to all other expenses incurred by the enforcing party for a violation of these Covenants, the party violating these Covenants shall be liable to the party enforcing these Covenants for all reasonable attorney's fees and court costs. Forbearance by the Declarant and Lot owners to enforce any one or more of these Covenants upon a breach of the same shall not be deemed a waiver of the right to enforce the Covenants thereafter. In any action or proceeding filed to enforce these Covenants, there shall be a conclusive presumption that there is not an adequate remedy at law for the enforcement of these Covenants.

13. The invalidation of any one or more of the foregoing Covenants by judgment or court order shall in no way affect the enforcement of any other provision of the Covenants and the remaining Covenants that are not affected by the judgment or court order shall remain in full force and effect.

14. These Covenants shall run with the title to the Lots subject to these Covenants and shall be binding upon all current and successive owners of said Lots.

15. These Covenants shall be interpreted and enforced in accordance with the laws of the State of North Carolina.

(CONTINUED ON NEXT PAGE)

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed under seal this the day and year first above written.

_____(SEAL)
Donica Murphrey O'Leary

Jessica Murphrey Clark (SEAL)
Jessica Murphrey Clark

NORTH CAROLINA

COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that Donica Murphrey O'Leary personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____ Hand printed name: _____

NORTH CAROLINA

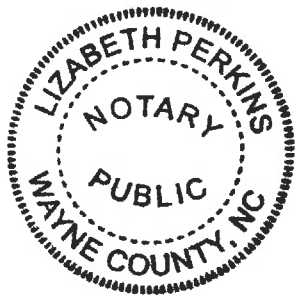
COUNTY OF WAYNE

I, a Notary Public of the County and State aforesaid, certify that Jessica Murphrey Clark personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 28 day of April, 2025.

Lizabeth Perkins
Notary Public

My Commission Expires: June 5, 2029 Hand printed name: Lizabeth Perkins



Prepared by/Mail to:
J. Michael Weeks, P.A.
P. O. Box 1097
Zebulon, NC 27597

NORTH CAROLINA
COUNTY OF WAKE

DEDICATION OF PRICE POND ROAD
AND DECLARATION OF COVENANTS FOR
MAINTENANCE OF PRICE POND ROAD

KNOW ALL MEN BY THESE PRESENTS that DONICA MURPHREY O'LEARY and JESSICA MURPHREY CLARK, hereafter collectively called the Declarants, are the owners of Lots 3, 4 and 5 (the "Lots") as shown on that Plat recorded in Book of Maps 2024, Page _____, Wake County Registry (the "Plat"), and by the execution of this instrument do hereby convey and dedicate a Private Road to provide access for the Lots to Oakley Rd. (NCSR 2340) within and along the right of way of a "New 60' Private Access Easement" shown as "PRICE POND ROAD" on the Plat (hereafter referred to as "Price Pond Road").

The Declarants do hereby subject the Land to the following declarations, covenants, restrictions and assessments (collectively the "Declaration") for the maintenance of Price Pond Road, the terms of the Declaration to run with the Lots, and any further subdivision thereof, by whosoever owned, from and after the date of the recording of the Declaration, to wit:

1. The purpose of this Declaration is to provide for the maintenance of Price Pond Road

to assure its continuous status as a passable roadway for emergency and passenger motor vehicles in weather conditions prevalent to the area where the Land is located.

2. Landowners are defined for the purposes of this Declaration as any person or entity who holds fee simple title to a Lot or any parcels created by the subdivision of a Lot. A Landowner shall have one vote for each Lot owned by the Landowner. Lots that have been recombined shall have one vote for the recombined parcel for purpose of this Declaration. The owners of a Lot as tenants-in-common and as tenants by the entirety shall collectively constitute one Landowner for that Lot.

3. The costs of maintaining Price Pond Road shall be shared by each Landowner in proportion to the number of Lots owned by the Landowner compared to the number of Lots subject to this Declaration. The obligation and responsibility of each Landowner for the costs of maintaining Price Pond Road shall begin simultaneously with the recording of the deed conveying a Lot to the Landowner. The Landowner's responsibility for the payment of the costs for maintaining Price Pond Road shall continue until satisfied. If Price Pond Road needs maintenance or repairs, any one or more of the Landowners may restore it. All Landowners shall nevertheless share in the cost of the maintenance and repair of Price Pond Road. The maintenance and repair of Price Pond Road shall be done expeditiously in accordance with all applicable building codes and governmental regulations.

4. Each Landowner shall pay his proportionate share of the cost of maintaining Price Pond Road immediately upon receiving an invoice for the costs of the repair and maintenance. The failure of a Landowner to pay an invoice for the repair and maintenance of Price Pond Road

within thirty (30) days of the date of receiving of receiving the same shall constitute a failure to pay for labor and materials as is contemplated and defined by N.C.G.S. Section 44(A)-8, et. seq.

5. Price Pond Road shall be maintained so as to assure its continuous status as a passable road for emergency and passenger motor vehicles in weather conditions prevalent to the area. Any improvements or maintenance to Price Pond Road in excess of the standards required by this paragraph must be approved by a unanimous vote of all Landowners subject to the Declaration.

6. A Landowner desires to sell his property may request that the remaining Landowners provide a written certification that no right of contribution then exists for the maintenance and repair of Price Pond Road. It shall be the duty of the other Landowners to make such certification promptly upon request and without charge; provided, however, that where the other Landowners claim a right of contribution, the certification shall contain a recital of the amount claimed and the basis for the claim. In the event a Landowner refuses or neglects to provide such certification within ten (10) business days after receipt of a written request for the certification, that Landowner shall be deemed to have forfeited his right to recover from the requesting Landowner his proportionate share of the expenses for maintaining Price Pond Road that had accrued prior to the date of such request for certification.

7. This Declaration shall be binding upon the Landowners and their respective heirs, representatives, successors and assigns. The rights and obligations granted and created by this Declaration are perpetual and shall run with title to the Land (or any portion thereof as may be subdivided or reconfigured) and can be terminated only as provided herein.

8. The dedication of Price Pond Road as a private accent easement for the benefit of the Landowners is not a gift or dedication of any portion of the Price Pond Road or the Land for the benefit and use of the general public or for any public purpose and all rights granted by this Declaration are for the benefit of the Landowners.

9. This Declarations may be modified only by a written instrument duly executed by all of the Landowners.

10. This Declaration shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

This _____ day of September, 2024.

Donica Murphrey O'Leary (SEAL)
Donica Murphrey O'Leary

Jessica Murphrey Clark
Jessica Murphrey Clark

STATE OF NORTH CAROLINA
COUNTY OF WAKE

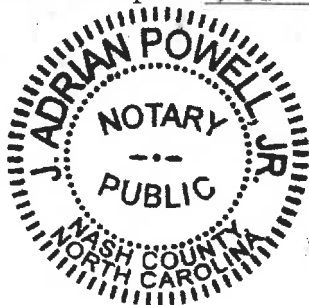
I, J. Adrian Powell Jr., a Notary Public for Wake County, North Carolina, do hereby certify that Donica Murphrey O'Leary personally appeared before me on this date and duly acknowledged the execution of the foregoing instrument for the purposes therein set forth.

WITNESS my hand and notarial seal, this 5 day of May 2025
~~September~~, 2024.

J. Adrian Powell Jr.
Notary Public, Signature

J. Adrian Powell, Jr.
Notary Public, Printed Name

My Commission Expires: Dec 3, 2028



STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Lizabeth Perkins, a Notary Public for WAYNE County, North Carolina, do hereby certify that Jessica Murphrey Clark personally appeared before me on this date and duly acknowledged the execution of the foregoing instrument for the purposes therein set forth.

WITNESS my hand and notarial seal, this 28 April, 2025.
day of ~~September, 2024.~~

Lizabeth Perkins
Notary Public, Signature

My Commission Expires: June 5, 2029

Lizabeth Perkins
Notary Public, Printed Name

