

Register of Deeds

Tammy L. Brunner
Wake County, NC

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SEE - SEE INSTRUMENT

Fee: \$26.00

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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 202~~5~~ Page 1232 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

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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.

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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 2nd day of July, 2025 ^{gmc dmo}
~~September, 2024.~~

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

Jessica Murphrey Clark (SEAL)
Jessica Murphrey Clark

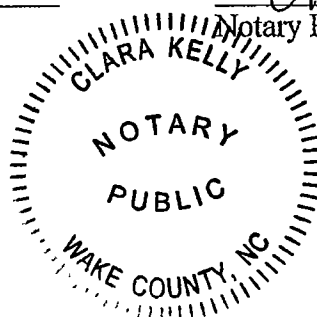
STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Clara Kelly, 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 2nd day of July, 2025 ^{gmc dmo}
~~September, 2024.~~

Clara Kelly
Notary Public, Signature

My Commission Expires: 2/13/27
Clara Kelly
Notary Public, Printed Name



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STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Clara Kelly, a Notary Public for Wake 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 2nd day of July, 2025 AK
~~September, 2024.~~ DMO *JMC*

Clara Kelly
Notary Public, Signature

My Commission Expires: 2/13/27

Clara Kelly
Notary Public, Printed Name

