

Prepared by and return to:
Joseph P Kesler
Hervey & Hervey, P.A.
1151 Executive Circle
Cary, North Carolina 27511

STATE OF NORTH CAROLINA

DECLARATION OF EASEMENTS
FOR CARALEIGH COMMONS
BOOK OF MAPS 2025, PAGES
2213 AND 2214

COUNTY OF WAKE

THIS DECLARATION made this 25 day of November 2025 by **Caraleigh Village, LLC**, a North Carolina limited liability company (hereinafter collectively called "Declarant").

W I T N E S S E T H:

Whereas, Declarant owns those certain tracts or parcels of land commonly known as Lots 53, 54, 55, 56 and 57, Caraleigh Commons, Raleigh, Wake County, North Carolina, recorded in Book of Maps 2025, Pages 2213 - 2214, Wake County Registry (the "Property").

Whereas, Declarant desires to establish certain easements over the Property for courtyard and driveway purposes, as further described on Exhibit A attached hereto, for the benefit of the Benefited Lots (as defined below).

Now, Therefore, in consideration of the Property and the sum of One Dollar and other good and valuable consideration received by Declarant, Declarant does hereby declare, convey, dedicate and restrict the Property, to the following:

1. The foregoing recitals shall continue as an integral part of this Declaration, and this Declaration shall be construed in light thereof.

2. Declarant hereby grants, bargains and conveys to each Benefited Lot Owner (as said term is defined in Section 3 below) and his respective heirs, successors and assigns, the perpetual and non-exclusive easement ("Easement") as more particularly set forth on the attached Exhibit A, upon, over and across those portions of property located on the Burdened Lots (as said term is defined in Section 3 below) for the purposes of ingress, regress, installation, use and maintenance of landscaping, gardens, HVAC units, placement and use of lawn furniture and

garden ornaments, vehicular parking, fence construction, and any other recreational uses that are not otherwise prohibited herein.

3. Each Easement is more particularly described and set forth on the Attached Exhibit B, with each respective Benefited Lot and Burdened Lot being specifically identified as:

Burdened Lots	Benefited Lots
53	52
54	53
55	54
56	55
57	56

4. Each Owner of a Benefited Lot shall be responsible for all maintenance required within the Easement, including, but not limited to, the responsibility to maintain such area in a good, clean, orderly and attractive condition and repair. Said maintenance responsibility of Benefited Lot Owners also applies to any fences within the Easements.

5. The Owner of a Lot to which an easement has been granted shall not perform any activities within the Easement that will interfere with the use and enjoyment of the dwelling of a Burdened Lot Owner, or that would adversely affect the Burdened Lot and/or the Owner and occupants of said Burdened Lot. Further, no use of the Easement shall block the view of any window of the Burdened Lot.

6. Notwithstanding anything contained herein to the contrary, there is hereby reserved, and to the extent necessary, granted, bargained and conveyed, to each Burdened Lot Owner, and his respective, heirs successors and assigns, the perpetual and non-exclusive easement to enter upon the respective Easement for the limited purpose of the performance of such owner's inspection, maintenance and repair responsibilities with respect to his lot and the dwelling located thereon; provided however that such owner shall have no obligation to inspect, maintain or repair any improvements within the Easement. In each instance the Burdened Lot Owner is required to enter upon the Easement to perform the required inspections, maintenance or repairs; such work shall be performed so as to cause the least damage, interference, and/or disruption of the improvements located on the Easement. Upon completion of every such instance of entry into the Easement, the Burdened Lot Owner shall fully restore the Easement to no less than its appearance and condition that existed immediately prior to the commencement of such entry. Except in the event of emergencies, this right and easement is to be exercised only during normal business hours and, whenever practical only upon advance notice to the Benefited Lot Owner.

7. Each Lot Owner shall indemnify and hold the other Lot Owners harmless, except for loss or damage resulting from the acts or omissions of such indemnified person, from and against and damage, claim, loss, liability and expense in connection with the loss of life, bodily injury and property damage arising out of any occurrence in or upon the other Owner's Lot, or occasioned by any negligent or intentional act or omission of the indemnifying Owner.

8. That these declarations and courtyard and driveway easements shall run with the land and be binding on the successors and assigns of said tracts of land set out above.

9. That these declarations and courtyard driveway easements cannot be amended or changed, without the prior written consent of the respective Owners of said tracts.

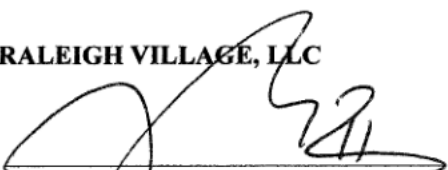
10. By accepting the deed to their property, each Owner agrees to be bound by the terms and obligations set forth in this Declaration. The indemnities provided for in Section 7 shall survive each Owner's period of ownership indefinitely.

In Testimony Whereof, Declarant has executed this Declaration of Courtyard and Driveway Easement as of the day and year first above written.

[SIGNATURE AND NOTARY PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has duly executed the foregoing as of the day and year first above written.

CARALEIGH VILLAGE, LLC

By: 

Richard L. Johnson, II, Manager

State of North Carolina

County of Carteret

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the forgoing instruments for the purposes therein expressed: **Richard L. Johnson, II**

Witness my hand and Notarial stamp or seal this 11th day of November 2025.

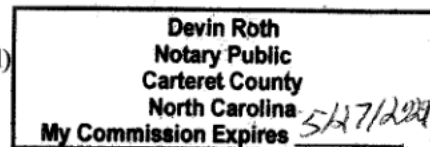


Notary Public

Devin Roth

Notary's Printed or Typed Name

(Affix Seal)



My Commission Expires: 5/27/2029

Exhibit A
CARALEIGH EASEMENTS

EASEMENT OVER LOT 53

Beginning at a point located in the western right of way of Ellen Dawson Way (a public right of way), being a common point marking the corner of Lots 52 & 53 as shown on that plat recorded in Book of Maps 2025, Pages 2213-2214 (the "Common Corner"); runs thence extending a distance of 5' on Lot 53 side from the Common Corner parallel and along the entire length of line between Lots 52 & 53 and having a total area of 295 sq.ft

EASEMENT OVER LOT 54

Beginning at a point located in the western right of way of Ellen Dawson Way (a public right of way), being a common point marking the corner of Lots 53 & 54 as shown on that plat recorded in Book of Maps 2025, Pages 2213-2214 (the "Common Corner"); runs thence extending a distance of 5' on Lot 54 side from the Common Corner parallel and along the entire length of line between Lots 53 & 54 and having a total area of 295 sq.ft

EASEMENT OVER LOT 55

Beginning at a point located in the western right of way of Ellen Dawson Way (a public right of way), being a common point marking the corner of Lots 54 & 55 as shown on that plat recorded in Book of Maps 2025, Pages 2213-2214 (the "Common Corner"); runs thence extending a distance of 5' on Lot 55 side from the Common Corner parallel and 59' along the line between Lots 54 & 55 and having a total area of 295 sq.ft

EASEMENT OVER LOT 56

Beginning at a point located in the western right of way of Ellen Dawson Way (a public right of way), being a common point marking the corner of Lots 55 & 56 as shown on that plat recorded in Book of Maps 2025, Pages 2213-2214 (the "Common Corner"); runs thence extending a distance of 5' on Lot 56 side from the Common Corner parallel and 59' along the line between Lots 55 & 56 and having a total area of 295 sq.ft

EASEMENT OVER LOT 57

Beginning at a point located in the western right of way of Ellen Dawson Way (a public right of way), being a common point marking the corner of Lots 56 & 57 as shown on that plat recorded in Book of Maps 2025, Pages 2213-2214 (the "Common Corner"); runs thence extending a distance of 5' on Lot 57 side from the Common Corner parallel and along the entire length of line between Lots 56 & 57 and having a total area of 380 sq.ft