

Prepared by and return to:
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STATE OF NORTH CAROLINA

COUNTY OF PENDER

PRIVATE ROAD MAINTENANCE AGREEMENT

This Private Road Maintenance Agreement is made as of this the ____ day of _____, 2025 by and between _____ with a mailing address of _____; _____ with a mailing address of _____; _____ with a mailing address of _____; _____ with a mailing address of _____; _____ with a mailing address of _____; (hereinafter individually “Lot Owner” or collectively “Lot Owners”).

W I T N E S S E T H :

WHEREAS, the Lot Owners are the owners of the real property bordering a certain street commonly known as Plum Court (hereinafter the “Street”) located in Burgaw, North Carolina and more particularly shown on Map Book 26 at Pages 145 of the Pender County Registry;

WHEREAS, the Street is a private street and not currently maintained by a homeowners association or any public or governmental entity;

WHEREAS, the Lot Owners desire to assume responsibility for maintenance and repair of the Street in a satisfactory condition under all normal weather conditions up to the public road known as Page Road; and

WHEREAS, it is the mutual desire of the Lot Owners to establish a method of maintenance and repair of the Street and for the apportionment of the expense of such maintenance and repair among existing and future lot owners.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars, and other good and valuable consideration, to each other, in hand paid, the Lot Owners shall maintain the Street in a satisfactory condition under all normal weather conditions up to the public road known as Page Road.

The cost and expense of the maintenance and repair of the Street shall be divided equally among the Lot Owners based on the number of lots such party owns on the Street. By majority vote, the Lot Owners may agree on the amount to spend on such maintenance and repair, who to employ to do such work, and when the Lot Owners should pay their proportionate share. Should any Lot Owner fail to pay the pro rata share of the costs and expenses as provided for in this Agreement, the other Lot Owners may without further notice institute legal action against the non-paying Lot Owner for the collection of funds advanced as well as interest on such funds and reasonable attorney's fees.

It is expressly understood and agreed if a Lot Owner no longer owns a lot on the Street, such Lot Owner shall be released from this Agreement for any future maintenance and repair of the Street.

It is further understood and agreed that if a Lot Owner, his/her employee, invitee, licensee, and/or associate damages the Street, such Lot Owner shall be solely responsible for the repair of such damage. This includes any damage caused during the construction of homes on the Street.

This Agreement shall run with the land. It is expressly understood that this Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of each of the Lot Owners.

This Agreement shall inure only to the benefit of the parties hereto, their successors and assigns. Any party who owns property abutting the Street that did not join this Agreement shall have no rights against the Lot Owners, their heirs, successors and assigns, to enforce any provisions contained herein.

The terms of this Agreement may be amended in writing upon majority approval of the Lot Owners.

This Agreement shall terminate at any such time when a homeowners' association or any public or governmental entity takes control of the Street.

This Agreement shall be governed by the law of the State of North Carolina. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby.

IN TESTIMONY WHEREOF, the parties have hereunto set their hand and seal the day and year first above written.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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