

**Register of Deeds**

**Tammy L. Brunner  
Wake County, NC**

**12/29/2025 12:47:40 PM**

**B: 020106 P: 02791 Pages: 4**

**Recording Fee: \$26.00**

**DOCUMENT # 2025102757**



Prepared by and return to: Yan Solihin 711 Conesus Ln, Winter Springs, FL 32708

NORTH CAROLINA  
WAKE COUNTY

ROAD MAINTENANCE AGREEMENT

THIS DECLARATION, made this 20<sup>th</sup> of November 2025 by Yan Solihin and wife, Lie Hwa Lim as the owner/developers of the property described herein located in Wake County North Carolina, which is more particularly described as follows:

**See legal description attached as Exhibit A hereto.**

WHEREAS, this Road Maintenance Agreement only applies to access to the above referenced tracts, which is from and across a 50-foot private ingress and egress access easement, as the same is shown on the above referenced Plat Books, attached herein and incorporated by reference;

and

WHEREAS, the Owner wishes to institute a Road Maintenance Agreement establishing terms for upkeep and maintenance of said 50-foot private access easement.

NOW THEREFORE, the parties, for and in consideration of the mutual covenants contained herein, agree that their properties referenced hereinabove shall be subject to the terms of this Declaration concerning the use and maintenance of the 50-foot private access easement as follows:

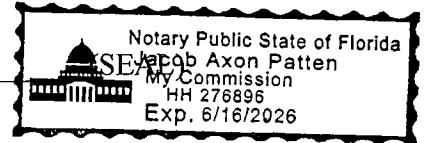
1. The said 50-foot private access easement shall be used for ingress, egress and regress, as well as location of usual and ordinary utilities to serve the above-referenced tracts/lots.

2. The Owner, along with its heirs, successors and assigns shall be responsible for an equal share of the maintenance cost of the 50-foot private access easement.
3. In the event any of these tracts are subdivided, the new lot owners shall likewise be responsible hereunder, and the proportionate shares of all owners shall decrease.
4. The Owners, along with their heirs, successors, and assigns, by at least 65% vote, shall be vested with such powers as allowed by law as pertains to the 50-foot private access easement: (A) to perform any required upkeep, maintenance and repairs herein, (B) to establish road maintenance dues as needed on an annual basis, and (C) to enforce the collection of road maintenance dues from the lot owners as set out herein.
5. All maintenance, repair and upkeep, including snow removal, on the 50-foot private access easement will be done on the basis of competitive bids and will be limited to that required by virtue of erosion and ordinary wear to the road surfaces.
6. This Maintenance Agreement shall include the maintenance of any and all ditches and drainage ways that abut the 50-foot private access easement and they shall be maintained in an orderly and aesthetically pleasing manor, avoiding any blockages, tall or uncut grass, trash, or any other unsightly or detrimental items.
7. Any sums levied for road maintenance that remain unpaid shall be subordinate to tax and mortgage liens and may be enforced as allowed by law.
8. Each individual lot owner shall be responsible for repairing any damages to said road resulting from the willful or negligent acts of himself or his agents, servants, or employees. Said lot owner agrees to perform any such repairs at his own expense within a reasonable time, but not in excess of 60 days after written notice of such damages shall have been sent to him from all of the remaining owners.
9. Any lot owner can bring an action in Wake County to enforce the provisions of this Road Maintenance Declaration.
10. This Declaration contains the entire understanding of the parties and may only be modified in writing as agreed upon by at least 65% of the lot owners and will be binding upon the successors and assigns of the parties herein and all future lot owners.
11. The owners of lots and tracts abutting the 50-foot private access easement, by a vote of at least 65% of the lot owners, may from time to time make such other rules they may deem appropriate for the use and benefit and upkeep of said road without restricting the right to use said easement for ingress, egress, regress and utilities. This may include creating a planned community and making the properties and this declaration and any amendments thereto, subject to Chapter 47F of the North Carolina General Statutes, as may be amended.

IN TESTIMONY WHEREOF, the parties set out in the preamble above have hereto set their hands and seal, this the 20<sup>th</sup> day of November 2025.

DECLARANT:

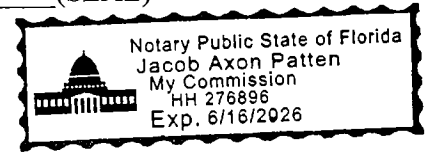
Yas  
YAN SOLIHIN



Lie Hwa Lim

LIE HWA LIM

(SEAL)



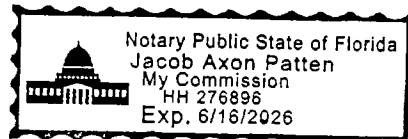
STATE OF FLORIDA, COUNTY OF Seminole

I, Jacob Patten, a Notary Public for the aforesaid County and State, certify that YAN SOLIHIN and LIE HWA LIM personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 20<sup>th</sup> day of November 2025.

Jacob Patten  
Notary Public

My Commission Expires: 06/16/2026



“EXHIBIT A”  
50’ NEW INGRESS EGRESS EASEMENT  
(KNOWN AS PANTHER CREEK DRIVE)

Beginning at a point in the northeastern right of way of Grand Prince Lane a 50’ R/W and Panther Creek Drive a 50’ easement; thence from the beginning point South 77° 47’ 09” West 50.85 feet to a point which is in the northwestern right of way of Grand Prince Lane and Panther Creek Drive; thence along the western easement of (Panther Creek Drive) North 12° 22’ 36” West 216.55 feet to a point, the North east corner of lot 68 (Kings Ridge Subdivision phase 5, Book of Maps 1986, Page 538-539); thence North 12° 22’ 36” West 37.85 feet to a point a common corner of new lot 1 and 2; thence North 77° 37’ 24” East 24.77 feet to a point a common corner of new lot 2 and lot 70; thence N77° 37’ 24” East 24.77 feet to a point; thence South 12° 40’ 07” East 30.00 feet to an existing rebar a common corner of lot 70 and lot 42; thence South 12° 40’ 07” East 224.55 feet to the point of beginning and containing 0.29 Acres more or less.