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BY: SAMANTHA SPEAKER  
DEPUTY

2022026942

NEW HANOVER COUNTY, NC

TAMMY THEUSCH PIVER

REGISTER OF DEEDS

NC FEE \$26.00

Tax Parcel ID Number R03600-005-020-000  
Prepared By: Morgan & Carter, PLLC

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

**DECLARATION OF EASEMENTS, RESTRICTIONS, AND  
COST-SHARING AGREEMENT**

**THIS DECLARATION OF EASEMENTS, RESTRICTIONS AND COST-SHARING AGREEMENT** (this "**Agreement**") is made effective as of the 13th day of June, 2022, by **BAYSHORE ESTATES, INC.**, a North Carolina corporation ("**Declarant**").

**BACKGROUND**

- A. Declarant is the owner of "Tract 1" and "Tract 2" as both are shown on that plat entitled "Minor Division Bayshore Estates, Inc., North of Marsh Oaks Drive" recorded in Map Book 66 at Page 205 of the New Hanover County Registry ("**Declarant Property**").
- B. Declarant Property consists of Tract 1 and Tract 2 (each generically a "**Tract**" and collectively herein the "**Tracts**"). The owner of Tract 1 is herein the "**Tract 1 Owner**" and the owner of Tract 2 is herein the "**Tract 2 Owner**" (each generically a "**Tract Owner**" and collectively herein the "**Tract Owners**"). Currently, Declarant is the Tract 1 Owner and Tract 2 Owner.
- C. Declarant desires to declare and establish for the benefit of the Declarant Property certain easements as more particularly described and set forth herein and to subject the Declarant Property to the covenants and restrictions set forth herein for the benefit of the Declarant Property.

**NOW, THEREFORE**, Declarant hereby declares that the Declarant Property shall be held, developed, improved, leased, sold, transferred, conveyed and occupied subject to the following restrictions, easements and agreements, all of which shall run with the title to said Declarant Property and shall be binding on all parties having any right, title or interest therein, along with their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

**Return to  
Murchison, Taylor & Gibson, PLLC**

**ARTICLE I**  
**EASEMENTS**

1.01 Cross-Access Easements. Declarant hereby declares and establishes the following easement for the benefit of the Declarant Property and the current and future owners of all or any part thereof:

- a. Access. A permanent, non-exclusive easement for the purpose of vehicular and pedestrian access, ingress and egress and regress over, through and across any and all curb cuts, drives, driveways, and parking areas currently constructed or hereafter constructed on Declarant Property (the "**Access Facilities**") to the extent reasonably necessary to serve improvements on the Declarant Property and provide access, in conjunction with the easements described in Section 1.02 below, to reach Marsh Oaks Drive and US Hwy 17 over the other Tract Owner's respective Tract. Cross-parking is specifically excluded from the scope of this easement. Each Tract Owner shall provide its own parking on its respective Tract. The Drive Lane Easement set forth in Section 1.02 herein is specifically excluded from the scope of the easement set forth in this Section 1.01 and the definition of Access Facilities.
- b. Maintenance by Respective Tract Owner. Each Tract Owner shall operate, repair, maintain, and keep (or cause to be operated, repaired, maintained and kept) the Access Facilities located on its respective Tract in good condition and repair for the purposes intended herein (the "**Access Facilities Obligations**"). Each Tract Owner shall be solely responsible for the cost of the Access Facilities Obligations for its respective Tract.
- c. Relocation of Access Facilities. Nothing herein shall require a Tract Owner to construct Access Facilities on its Tract, and each Tract Owner may relocate its Access Facilities from time to time in its sole discretion. Provided that to the extent the Access Facilities exist on a Tract, the Tract Owner will not take any action to prevent or impair the other Tract Owner's rights under the easement set forth in this Section 1.01 except to the extent an alternative temporary access is not reasonably possible during the relocation work. In such event an alternative temporary access shall be established within thirty days following the loss of access.

1:02 Drive Lane Easement. Declarant hereby declares and establishes the following easements for the benefit of Declarant Property, and the current and future owners, employees, and invitees, of all or any part thereof:

- a. Access. A permanent, non-exclusive easement on Tract 1 for the purpose of vehicular and pedestrian access, ingress and egress and regress over, through and across that joint driveway easement 24 feet wide (or such minimum width as required by all applicable governmental entities) (the "**Drive Lane**") (i) to provide non-exclusive vehicular access from the Tracts to Marsh Oaks Drive and (ii) to provide access in conjunction with easements described in Section 1.01 above to the extent necessary to reach Marsh Oaks Drive and US Hwy 17 over the other Tract Owner's respective Tract. The Drive Lane location is more specifically described in Exhibit A attached hereto. Prior to the start of construction of the Drive Lane, Declarant reserves the right to relocate the Drive Lane, provided however, that the connection point at Tract 2 is not altered. If the location of the Drive Lane is relocated pursuant to this paragraph, Declarant will record an amendment to this Declaration describing the new location. The parties acknowledge that the Tract 1 Owner may incorporate the Drive Lane fully within its parking lot and include parking

along both sides of the Drive Lane. To the extent the Drive Lane is incorporated as such, it shall become part of the Access Facilities.

- b. Maintenance of the Drive Lane. The Tract 2 Owner shall operate, repair, maintain, and keep (or cause to be operated, repaired, maintained and kept) the portion of the Drive Lane constructed on Tract 1 labeled "PURCHASER'S DRIVE LANE" as shown on Exhibit A in good condition and repair for the purposes intended herein. The Tract 1 Owner shall operate, repair, maintain, and keep (or cause to be operated, repaired, maintained and kept) the remainder of the Drive Lane constructed on Tract 1 labeled "SELLER'S DRIVE LANE" as shown on Exhibit A in good condition and repair for the purposes intended herein.
- c. Relocation of the Drive Lane After Construction. The Tract 1 Owner may modify the location of the Drive Lane after it has been constructed as long as: (i) the Tract 1 Owner provides the Tract 2 Owner with no less than thirty days' notice of the proposed relocation and a legal metes and bounds of the relocated Drive Lane ("Relocated Drive Lane") and a draft of an amendment for this Declaration reflecting the metes and bounds for the relocated Drive Lane, (ii) the Tract 1 Owner obtains all necessary governmental approvals and permits and performs such relocation work at its sole cost and expense, (iii) to the extent reasonably possible during the relocation work, the Tract 1 Owner provides alternative temporary access from Marsh Oaks Drive to Tract 2 and ensures that such work does not adversely affect Tract 2 Owner's use or construction of improvements on Tract 2, (iv), to the extent alternative temporary access is not reasonably possible during the relocation work, an alternative temporary access shall be established within thirty days of the loss of access, (v) the relocated Drive Lane is within one hundred feet of the Drive Lane shown on Exhibit A and the connection point of the relocated Drive Lane at Tract 2 is not altered.
- d. Self-Help. In addition to all other remedies available at law or in equity, upon the failure of the Tract 1 Owner to perform its maintenance obligations hereunder within thirty (30) days following written notice thereof from the Tract 2 Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the Tract 2 Owner shall have the right to perform such obligation contained in this Agreement on behalf of the Tract 1 Owner and be reimbursed by the Tract 1 Owner upon written demand for the reasonable costs thereof, including without limitation, out-of-pocket charges, fees, costs, and expenses incurred by the Tract 2 Owner in connection therewith (including reasonable attorneys' fees and expenses), together with simple interest at the rate of eight percent (8%) per annum. Such charges, fees, costs, expenses, and interest shall be paid by the Tract 1 Owner within fifteen (15) days from receipt of a statement thereof from the Tract 2 Owner (accompanied by reasonable documentation substantiating such statement).

1.03 Water and Sewer Easements. Declarant hereby declares and establishes the following easements for the benefit of Tract 2, and the current and future owners of all or any part thereof:

- a. Sewer Easement. A private non-exclusive easement, for ingress, egress, installation, construction, reconstruction, repair, removal, replacement, and maintenance of sewer lines within Tract 1 as necessary for the Tract 2 Owner to bring sewer to the boundary of the Tract 2, provided the easements do not unreasonably interfere with the use of Tract 1. The Tract 1 Owner shall have the right to approve the location of the sewer lines (not located within the Drive Lane) and such reasonable restrictions and conditions as it may require. It is the preference that the sewer lines shall be within the Drive Lane to the extent possible.

The sewer lines shall be located in that area designated "Private 30' Utility Easement" as shown on Exhibit B.

- b. Waterline Easement. A private non-exclusive easement, for ingress, egress, installation, construction, reconstruction, repair, removal, replacement, and maintenance of waterlines within Tract 1 as necessary for the Tract 2 Owner to bring a waterline to the boundary of the Tract 2, provided the easements do not unreasonably interfere with the use of Tract 1. The Tract 1 Owner shall have the right to approve the location of the waterline (not located within the Drive Lane) and such reasonable restrictions and conditions as it may require. It is the preference that the waterline shall be within the Drive Lane to the extent possible. The water lines shall be located in that area designated "Private 30' Utility Easement" as shown on Exhibit B.
- c. Maintenance. The Tract 2 Owner at its sole expense shall operate, repair, maintain, and keep (or cause to be operated, repaired, maintained, and kept) the installed water and sewer lines in good condition and repair for the purposes intended herein. Notwithstanding the above, the Tract 1 Owner and Tract 2 Owner shall operate, repair, maintain, and keep (or cause to be operated, repaired, maintained, and kept) any portion of the water or sewer lines which serve both the Tract 1 Owner and Tract 2 in good condition and repair for the purposes intended herein. At the conclusion of any installation or maintenance of any water and sewer lines within the easement area provided in this Section 1.03, the Tract 2 Owner at its sole expense, will re-grade, mulch disturbed non-grass areas, and re-sod disturbed grass areas, replace any disturbed landscaping, repair any curbing and pavement, and otherwise return the disturbed land within the easement area to as near prior conditions as feasibly possible. Said restoration shall include reconstruction of drainage swales, ditches, streets, irrigation lines, and any improvements or utility lines or facilities installed, constructed, or placed in, on, or over the easement area.
- d. Use by Tract 1 Owner. Tract 1 owner may at any time and from time to time (i) construct, maintain, and use the easement area provided in this Section 1.03 for paved and non-paved drives, rights of way, paved and non-paved streets, paved and non-paved roads, curbs, gutters, and paved and non-paved parking areas; (ii) plant and maintain shallow-rooted ground cover material within the easement area; and (iii) construct and install above ground and underground utility lines within the easement area, including but not limited to waterlines, sewer lines, electric lines and facilities, and drainage lines and facilities, to serve Tract 1; provided such conduct does not interfere with the use of the easements granted to Tract 2 Owner hereunder.
- e. Notice of Work Commencement. Tract 2 Owner performing work within the easement area provided in this Section 1.03 shall (i) provide at least thirty (30) days prior written notice to the Tract 1 Owner of its intention to do such work (except in the case of an emergency), which notice will contain a detailed description of the work to be performed (including a copy of the applicable plans, if any) and the schedule for the performance of such work; (ii) pay all costs and expenses with respect to such work; (iii) cause all work in connection therewith (including general clean-up and surface and/or subsurface restoration) to be completed using first-class materials and in a good and workmanlike manner as quickly as possible and in a manner so as to minimize interference with the use of the Tract 1 and the operation of any business thereon; (iv) not interrupt, diminish, or otherwise interfere with the utilities services serving Tract 1; (v) comply in all respects with all applicable laws; and (vi) prior to commencing such work, provide the Tract 1 Owner with evidence of the necessary permits necessary to conduct the applicable work, together with evidence of liability insurance as required by the terms of this Agreement.

- f. Underground Installation. Any and all waterlines and sewer lines installed pursuant to the easement rights provided in this Section 1.03 shall be installed underground to the extent permitted by the applicable utility company in accordance with the standard practice of the applicable utility company for installation of its underground utilities.
- g. Grant to Utility Company. If the applicable utility company for the waterlines and/or sewer lines, requires the grant and establishment of a specific easement or easements to the applicable utility company for any easement rights provided in this Section 1.03, then the necessary Tract Owner shall grant the customary easement required by the applicable utility company. Upon the completion of the installation of the improvements provided in this Section 1.03 and the grant of the easement(s) to the applicable utility company, the easement rights provided in this Section 1.03 shall automatically terminate as to the waterlines and/or sewer lines which have been installed and for which the applicable easement has been granted.

TO HAVE AND TO HOLD, the rights, privileges and easements described in all of the above-numbered paragraphs for the purposes stated herein and for the duration stated herein, in and upon the aforesaid easement areas unto the present and future owners of the benefiting property as described above, their heirs, assigns and successors in interest, forever. It being agreed that the easements hereby granted are an appurtenance upon the applicable benefiting property as described above, and run with the title to applicable benefiting property.

1.04 Remedies for Breach. The terms and conditions of this Agreement regarding easements granted herein shall be enforceable by the Declarant or any Tract Owner by actions for specific performance or injunction, in addition to any other remedies available at law. Nothing set forth above in this section shall result in a Tract Owner's loss of the easement rights granted to it pursuant to this Agreement.

1.05 Non-Obstruction. The easements herein granted are intended to, and shall be construed to, permit free and unobstructed usage of the easements as provided herein. Accordingly, no charges may be imposed for such use and no barriers or other obstructions may be placed.

1.06 Indemnification. All current and future Tract Owners agree to indemnify and hold harmless the other Tract Owner and their members, managers, officers, agents, employees, successors and assigns (collectively, the "Indemnitees") from and against all liens, claims of lien, losses, fines, penalties, liabilities, claims, demands, causes of action, costs and expenses (including, reasonable attorneys' and consultants' fees) which may be sustained or suffered as a result of the negligence or willful misconduct of the indemnifying party, its agents, contractors, or employees on or about the Declarant Property while exercising rights under this Agreement.

1.07 Covenant Against Liens. Any current or future Tract Owner performing work within an easement located on the Tract of the other Tract Owner pursuant to the terms of this Agreement shall promptly pay and discharge on or before the due date any claim or obligation for labor or materials furnished at the direction of the party performing such work which, if not paid or discharged, would result in a lien on the other Tract Owner's Tract.

1.08 Insurance. During any period of performance of any work pursuant to the terms of this Agreement, the party performing the work within an easement located on the Tract of the other Tract Owner pursuant to the terms of this Agreement shall maintain Commercial General Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence and aggregate limits of not less than \$3,000,000.00 and will provide evidence of such coverage prior to performing such work. The Tract Owner performing the work on the

Tract of another Tract Owner shall name such other Tract Owner as an additional insured on the foregoing insurance policy.

1.09 Damage. Notwithstanding any other provision contained herein, each Tract Owner shall be obligated to repair and/or replace at its expense all portions of the other Tract Owner's Tract which may be damaged or destroyed by reason of the Tract Owner's own intentional or negligent act or omission in the use of the easements set forth in this Article I, or by the intentional or negligent act or omission of any invitee, tenant, or licensee of the Tract Owner in the use of the easements set forth in this Article I. The Tract Owner whose Tract was damage or destroyed may elect to repair and replace the damaged or destroyed property itself or hire a third-party to do the same. In such event, the responsible Tract Owner shall reimburse the damaged Tract Owner for the reasonable cost of the repair and/or replacement within twenty (20) days after receiving the damaged Owner's written request therefor and reasonable evidence of all such payments and expenses. To the extent that any damage to the Tract is an insurable loss and the proceeds from the Tract Owner's insurance policy are utilized to pay for the loss, the responsible Tract Owner shall be responsible for payment of the deductible on the insurance policy.

## ARTICLE II USE RESTRICTIONS AND COVENANTS

2.01 Use Restrictions. Declarant hereby declares that the Declarant Property shall be held, developed, improved, leased, sold, transferred, conveyed and occupied subject to the following covenants and restrictions set forth in this Article II Sections 2.02, 2.03, and 2.04 (the "**Restrictions**"), all of which shall run with the title to said Declarant Property and shall be binding on all parties having any right, title or interest therein, along with their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

2.02 Declarant Property Prohibited Uses. No part of the Declarant Property shall be used for following:

- a. an ABC or other liquor store, or for the advertisement of the same, but excluding a store selling beer, wine or any alcoholic beverage containing less than 24% alcohol by volume;
- b. adult book store or any form of adult entertainment or for the advertisement of the same;
- c. a marijuana related operation or for the advertisement of the same;
- d. off-track betting establishment;
- e. a pool or billiard hall (unless operated as part of a large-scale family recreation or entertainment facility);
- f. bingo parlor;
- g. a business which would emit or produce noxious fumes or gases or loud noises;
- h. an assembly or manufacturing operation;
- i. an establishment selling or exhibiting pornographic materials;
- j. any bowling alley, skating rink, nightclub, discotheque or dance hall;

- k. a mobile home park, trailer court, or labor camp or mobile home sales lot (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance);
- l. a distilling, refining, smelting, industrial, agricultural, drilling or mining operation;
- m. a junk yard, stock yard or animal raising operation;
- n. a dump or disposal, or any operation for the incineration or reduction of garbage or refuse;
- o. any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug, or other controlled substance, including, without limitation, any hashish pipe, water pipe, bong, pipe screens, rolling papers, rolling devices, coke spoons or roach clips;
- p. flea market;
- q. an operation whose principal use is a massage parlor and/or exotic dancing, provided this shall not prohibit massages in connection with a beauty salon or health club or athletic facility;
- r. a pawn shop;
- s. no flashing neon signs may be placed in the window or on any buildings or on any poles located on the property;
- t. the outdoor display, sale or storage of seasonal merchandise (Christmas trees, pumpkins, flowers, etc.); and/or the temporary or periodic (i.e., not permanent) outdoor display, sale or storage of merchandise (art work, novelties, clothing, etc.), provided this restriction shall not be deemed to prohibit an outside playground on Tract 2.

2.03 Tract 1 Prohibit Use. For a period of 10 years immediately following the recording date of this Agreement, no portion of Tract 1 shall be used as a childcare facility or school, or for the advertisement of a childcare facility or school. Notwithstanding the foregoing provision of this Section 2.03, activities on Tract 1 that provide short term instructional activities for children, such as the operation of a tutoring center, dance studio, martial arts studio, gym, or other similar uses which are not primarily intended for childcare shall not be a violation of this restriction. For purposes of this Section 2.03, short term instructional activities for children means that all normally scheduled activities or classes shall not exceed more than two (2) hours per day for any one child.

2.04 Maintenance. Each Tract Owner shall, at all times, at its expense (except as otherwise provided in this Agreement), keep its Tract and all improvements thereon in a well maintained and attractive condition in a good, safe, clean and slightly first-class condition consistent with other first-class commercial buildings in the Wilmington, North Carolina area and in compliance with all laws, rules, regulations, orders and ordinances of any governmental agency exercising jurisdiction thereover, and in compliance with the provisions of this Agreement. In particular, and without limiting the generality of the foregoing, each Tract Owner shall be responsible for the following maintenance, as necessary:

- a. Prompt removal of all litter, trash, refuse and wastes, and sweeping sidewalks.

- b. Keeping all landscaping regularly mowed, mulched, alive and weed free.
- c. Keeping exterior lighting and mechanical facilities in good operating condition.
- d. Complying with all governmental health and safety requirements.
- e. Repainting of improvements.
- f. Repairing exterior damage to improvements.

2.05 Casualty Damage. In the event any of the improvements on a Tract are damaged by fire or other casualty (whether insured or not), the relevant Tract Owner of the Tract on which such improvements are located shall promptly remove the debris resulting from such event and, within a reasonable time thereafter, shall either (i) repair or restore the improvements so damaged, or (ii) erect other improvements in such location, or (iii) demolish the damaged portion of such improvements, restore any remaining improvements (if any) to an architectural whole, or (iv) remove all rubbish, and pave or grass and otherwise restore the area to a neat, orderly, sanitary and attractive condition. Each Tract Owner shall have the option to choose among the aforesaid alternatives, but each Tract Owner shall be obligated to perform promptly one of such alternatives.

2.06 Enforcing Parties. Declarant or any Tract Owner may enforce the Restrictions (the “**Enforcing Parties**”). Enforcement of the Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate (“**Violating Party**”) any of the Restrictions, either to restrain or enjoin violation or to recover damages. Failure or forbearance by the Enforcing Parties to enforce any Restrictions shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything to the contrary contained herein, no action whatsoever may be taken against a Violating Party, and no default may be declared, unless and until the Violating Party has received written notice from the Enforcing Parties of such violation, and such Violating Party has failed to cure such violation within 30 days, or has failed to commence to cure if such violation cannot be reasonably cured within 30 days, after receipt of such written notice.

### ARTICLE III MISCELLANEOUS PROVISIONS

3.01 Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. All obligations of the parties hereunder are performable in New Hanover County, North Carolina.

3.02 Attorneys' Fees. If any litigation is initiated or defended by a Tract Owner against the other Tract Owner relating to this Agreement or the subject matter hereof, the party prevailing in such litigation shall be entitled to recover, in addition to all damages allowed by law and other relief, all court costs and reasonable attorneys' fees incurred in connection therewith.

3.03 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Declarant and its respective legal representatives, successors, heirs, and assigns in ownership of the Declarant Property, however further subdivided, or reconfigured.

3.04 Entire Agreement; Amendment or Termination. This Agreement contains the entire agreement relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Agreement may not be amended orally but only by setting same forth in a document duly executed by the then Tract 1 Owner and Tract 2 Owner, and duly recorded in the Registry of New

Hanover County, North Carolina. Any alleged amendment or termination which is not so documented and recorded shall not be effective. Notwithstanding the above, no amendment, termination, or release is required to effectuate the termination, modification, or relocation of any temporary easements or Restriction provided herein where the terms of the Agreement provide for their natural termination, modification, or relocation.

3.05 Exhibit(s). The Exhibit(s) attached hereto are hereby incorporated herein for any and all purposes.

3.06 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain between the parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

3.07 No Public Dedication; No Third Party Beneficiaries or Consents. This Agreement is not intended, and shall not be construed (a) as a dedication to the public of any interests in the easements created herein, (b) to give any member of the public, or any party other than as provided herein, any right whatsoever herein or therein or (c) to require any consent or other action of any other party other than as expressly provided herein to any amendment to or waiver of any provision of this Agreement.

3.08 Compliance Certificate. Upon the written request of a Tract Owner or the holder of any first lien deed of trust or first lien mortgage on any part of the Declarant Property, any such Tract Owner shall execute, have acknowledged and deliver a certificate stating whether, to the knowledge of the signatory party, the requesting party is otherwise in compliance with this Agreement.

3.09 Number and Gender, Captions and References. As the context of this Agreement may require, pronouns shall include all persons, the singular number shall include the plural and the neuter shall include the masculine and the feminine gender. Section and subsection headings in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define any section or subsection hereof. Whenever the word "hereof", "herein", "hereunder" or a word of similar import is used in this Agreement, it shall be construed as referring to this Agreement in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary. Any reference to a particular "Section" shall be construed as referring to the indicated section of this Agreement.

3.10 Waiver. This Agreement may not be waived orally or impliedly, but only by written document executed by the party against which such waiver is sought. Neither the failure of a party to complain of any violation of this Agreement, regardless of how long such failure continues, nor the failure of a party to invoke (or the election by a party not to invoke) any right, remedy or recourse for a violation hereof, shall extinguish, waive or in any way diminish the rights, remedies and recourses of the party with respect to such violation. No waiver by a party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof.

3.11 Liability; Subsequent Sale. Upon the divestiture (voluntarily or involuntarily) of the legal and beneficial title of Tract Owner hereunder to a new Tract Owner, the prior Tract Owner of such Tract shall thereupon be relieved of all liability under this Agreement which accrues after the date of divestiture. The preceding sentence shall not, in any way and to any extent, apply to relieve the remaining Tract Owner of the accrual of interest on any sum which the divesting Tract Owner became required to pay prior to divestiture, or affect the obligation of the subsequent Tract Owner for any liabilities accruing after the date of divestiture.

3.12 Equitable Relief. In addition to all other rights provided herein and provide by law, if a Tract Owner or someone claiming through said Tract Owner breaches or threatens to breach this Agreement, the non-breaching party may suffer irreparable harm as a consequence thereof which may be difficult to quantify. Accordingly, in the event of any breach or threatened breach of this Agreement, the non-breaching party shall be entitled to seek and obtain, in addition to such other legal or equitable relief as may be available, specific performance of the other party's obligations under this Agreement and/or an injunction against such breach or threatened breach.

3.13 No Encumbrances. Tract 1 Owner hereby represents and warrants that Tract 1 is either unencumbered as of the date of this Agreement or this Agreement will be superior in title to any mortgage or deed of trust on Tract 1 at the time of this Agreement or any mortgage or deed of trust which may encumber Tract 1 in the future.

**[ SIGNATURE PAGE FOLLOWS ]**

IN WITNESS WHEREOF, Declarant has executed this Agreement as of the day and year first above written.

**DECLARANT:**

**BAYSHORE ESTATES, INC.**, a North Carolina corporation

By: 

Print Name: William H. Cameron

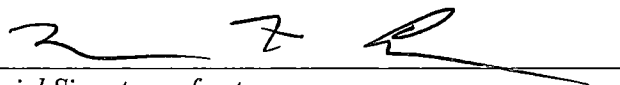
Title: President

STATE OF North Carolina

COUNTY OF New Hanover

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document for the purpose stated therein: William H. Cameron

Date: ~~2-15-23~~ 6-13-22  
MFC

  
Official Signature of notary

Mark F Carter  
Notary's printed or typed name, Notary Public

(Official Seal)

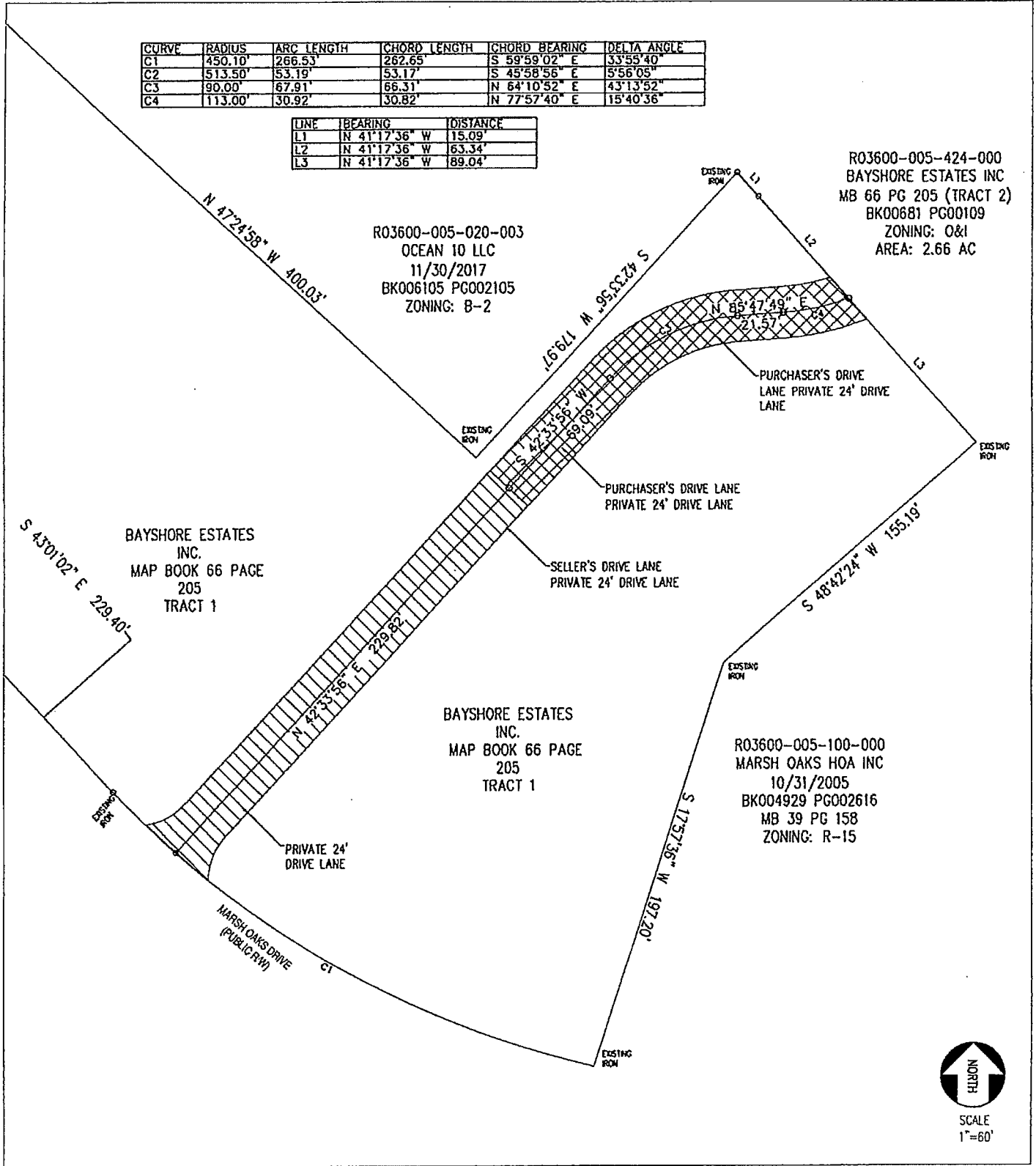


THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

**Exhibit A**  
**Drive Lane**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	450.10'	266.53'	262.65'	S 59°59'02" E	33°55'40"
C2	513.50'	53.19'	53.17'	S 45°58'56" E	5°56'05"
C3	90.00'	67.91'	66.31'	N 64°10'52" E	43°13'52"
C4	113.00'	30.92'	30.82'	N 77°57'40" E	15°40'36"

LINE	BEARING	DISTANCE
L1	N 41°17'36" W	15.09'
L2	N 41°17'36" W	63.34'
L3	N 41°17'36" W	89.04'



SCALE  
1"=60'

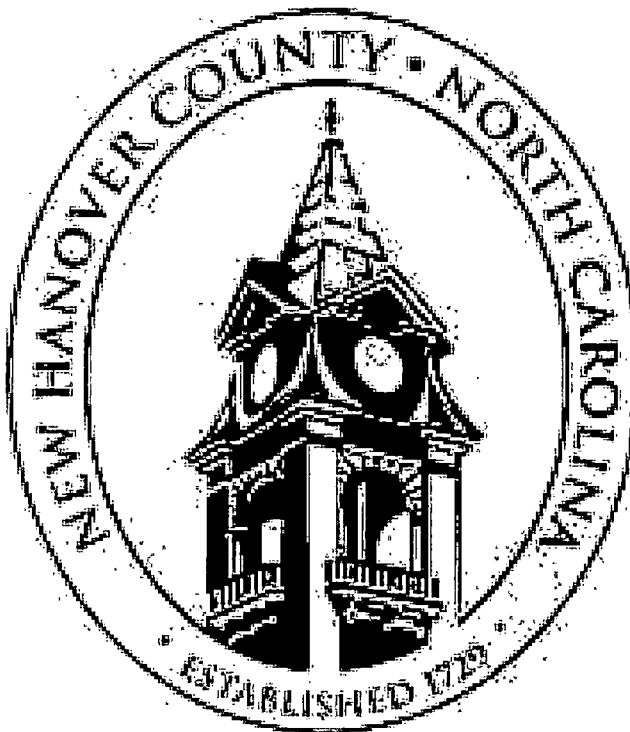


TAMMY THEUSCH  
PIVER  
Register of Deeds

# New Hanover County

## Register of Deeds

320 CHESTNUT ST SUITE 102 • WILMINGTON, NORTH CAROLINA 28401  
Telephone 910-798-4530 • Fax 910-798-7716



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State of North Carolina, County of NEW HANOVER  
Filed For Registration: 07/21/2022 03:46:31 PM  
Book: RB 6581 Page: 2257-2270  
14 PGS \$26.00  
Real Property \$26.00  
Recorder: SAMANTHA SPEAKER  
Document No: 2022026942

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**DO NOT REMOVE!**

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.