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NEW HANOVER COUNTY, NC

03:59:00 PM

TAMMY THEUSCH PIVER

EXTX \$0.00

BY: KELLIE GILES

REGISTER OF DEEDS

DEPUTY

ELECTRONICALLY RECORDED

Part of Tax Parcel: R06500-003-031-000

Prepared By: Morgan & Carter, PLLC 602 Market Street, Wilmington, NC 28401

DECLARATION OF EASEMENTS, RESTRICTIONS AND COST-SHARING PROVISIONS

THIS DECLARATION OF EASEMENTS, RESTRICTIONS AND COST-SHARING PROVISIONS (the "Declaration") is made as of this 18 day of June 2021 by CAMERON PROPERTIES LAND COMPANY, LLC a North Carolina limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of a certain tract of land as described in Book 1316 at Page 590 of the New Hanover County Register of Deeds, less and except all prior out conveyances (the "Parent Tract"); and

WHEREAS, that portion of the Parent Tract identified as Tract C-1R as shown on that plat titled "Recombination Plat Midtown Park at Barclay Tract C-1R" recorded in Map Book 66 at Page 119 of the New Hanover County Registry and those tracts identified as "PHASE 3A" comprising 17.62 +/- acres (the "Phase 3A Tract") and that tract identified as "REMAINING LANDS EXCEED TEN ACRES" comprising 57.285 +/- acres (the "Cameron Tract") as said tracts are shown on that plat entitled "SUBDIVISION PLAT 3743 INDEPENDENCE BOULEVARD BARCLAY PHASE 3A" recorded in Map Book 609 at Page 366 of the New Hanover County Registry (the "Phase 3A Plat") are collectively herein the "Declarant Property"; and

The Phase 3A Tract and a portion of the Cameron Tract as described in Exhibit A attached hereto are collectively herein referred to as "Drainage Basin #2". Drainage Basin #2 is generally depicted on that site plan attached hereto as Exhibit A-1.

WHEREAS, those areas within the Phase 3A Tract identified as "BREEZEWOOD DR 60' TEMPORARY PRIVATE ACCESS, DRAINAGE, & PUBLIC UTILITY ESMT" and "DUSTY MILLER LN 60' TEMPORARY PRIVATE ACCESS, DRAINAGE, & PUBLIC UTILITY ESMT" are collectively herein referred to as "Future Roads".

WHEREAS, Drainage Basin #2 has been or will be improved with one or more stormwater detention ponds and related facilities (the "Detention Ponds"), within those areas identified as

“PRIVATE DRAINAGE ESMT ‘A’” and “PRIVATE DRAINAGE ESMT ‘B’” on the Phase 3A Plat (the “**Drainage Area**”). The Detention Ponds will serve as the stormwater detention ponds for Drainage Basin #2. The “Drainage Area” shall be deemed to include any and all drainage easements or stormwater holding, detention and/or retention ponds contemplated in the stormwater permit described in this Declaration, and all shared drainage lines, pipes, and equipment associated therewith.

WHEREAS, Declarant desires to (1) reserve for itself and grant to all owners of property within Drainage Basin #2 (collectively, the “**Drainage Basin #2 Owners**”) a non-exclusive easement over, across, under, and through Drainage Basin #2 for the purposes of draining, storing, and retaining storm and surface water into the Detention Ponds and Drainage Area; (2) provide for the maintenance of such Detention Ponds and Drainage Area; (3) provide for the fair and equitable allocation of expenses of maintenance and administration thereof; and (4) memorialize certain stormwater restrictions applicable to Drainage Basin #2.

WHEREAS, other easements and rights related thereto have been declared and established for the benefit of the Declarant Property, or portions thereof, in that Declaration of Easements recorded in Book 6000 at Page 77 of the New Hanover County Registry and that Declaration of Easements Midtown Park at Barclay recorded in Book 6211 at Page 205 of the New Hanover County Registry.

WHEREAS, Declarant desires to declare and establish for the benefit of the Declarant Property, or portions thereof, certain additional easements as more particularly described and set forth herein.

NOW, THEREFORE, in consideration of the foregoing matters, Declarant hereby declares that Drainage Basin #2 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 Drainage Basin #2 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.

1. Detention Ponds and Drainage Area Easement.

(a) Grant of Easement. Subject to the terms of this Declaration, Declarant does hereby reserve unto itself and its successors and assigns, and does hereby give, grant, bargain, sell, and convey unto the Drainage Basin #2 Owners, their successors and assigns, a perpetual, non-exclusive right, privilege, and easement on, over, across, under, and through the Detention Ponds and Drainage Area and any drainage facilities within the Drainage Basin #2 serving the Detention Ponds for the purposes of draining, storing, and retaining storm and surface water from such Drainage Basin #2 Owners’ properties, as the same may hereafter be improved.

(b) Drainage Basin #2 Owners’ Rights. Each Drainage Basin #2 Owner shall have the non-exclusive right to grade and/or regrade the Drainage Area to provide at all times for the proper drainage, storage, and retention of storm and surface water from that Drainage Basin #2 Owner’s property, and are further given the right to make such other use of the Drainage Area as may be reasonably necessary to carry out the intention and purposes hereof, including without limitation the installation, construction, maintenance, repair, replacement, removal, relocation, and operation of underground or aboveground water drainage pipes or lines with which to transport or transmit storm and surface water from that Drainage Basin #2 Owner’s property to the Drainage

Area, together with reasonable rights of access to the Drainage Area and egress therefrom for such purposes. Any rights exercised under this paragraph shall be exercised at such Drainage Basin #2 Owner's sole expense. Notwithstanding the above, (i) no grading, regrading or other work performed in the Drainage Area by any Drainage Basin #2 Owner shall diminish the benefits under this Declaration to any other Drainage Basin #2 Owner, and (ii) any damages, costs and liabilities and expenses suffered or incurred by any other Drainage Basin #2 Owner as a result thereof shall be paid, reimbursed and indemnified against by such performing Drainage Basin #2 Owner.

(c) Maintenance by Declarant. Subject to the last grammatical paragraph of Section 1(h) herein, Declarant shall operate, repair, maintain, and keep (or cause to be operated, repaired, maintained and kept) the Detention Ponds and Drainage Area (including any shared drainage facilities serving the properties within Drainage Basin #2) in good condition and repair for the purposes intended herein (the "**Drainage Maintenance Obligations**"); except that Declarant shall have no obligation to repair any pipes, lines, or other equipment installed within the Detention Ponds and/or Drainage Area by any Drainage Basin #2 Owner solely for the transport or movement of storm or surface water from that Drainage Basin #2 Owner's property. Declarant hereby reserves for itself and its successors and assigns, an easement on, over, across, under, and through the Detention Ponds, Drainage Area, and any drainage facilities within the Drainage Basin #2 serving the Detention Ponds for the purposes of performing its maintenance obligations set forth in this Declaration.

The Drainage Maintenance Obligations shall include, but not be limited to the right and obligation to trim, cut and remove trees, shrubbery, grasses and other obstructions and to perform any maintenance or repairs that are reasonably necessary or appropriate, or as required by any local, state or federal agency. The reasonable, out-of-pocket costs incurred in connection with the Drainage Maintenance Obligations, including legal, administrative, and accounting fees and reserves, are referred to herein as the "**Drainage Maintenance Costs**", and such costs shall be shared among the Drainage Basin #2 Owners as further provided in Section 2. Notwithstanding anything to the contrary in this Declaration, in the event any Drainage Maintenance Costs (or portion thereof) are incurred as a result of any act negligent, intentional, or otherwise (including, without limitation, construction-related activities) by any Drainage Basin #2 Owner or its employees, contractors, subcontractors, or agents, that Drainage Basin #2 Owner shall be solely responsible for such Drainage Maintenance Costs (or portion thereof).

(d) Cost of Infrastructure Improvements. Neither Declarant, nor any Drainage Basin #2 Owner shall have any responsibility for the cost or obligation to construct or install any stormwater drainage infrastructure improvements including but not limited to the Detention Ponds and any drainage facilities within the Drainage Area or elsewhere in Drainage Basin #2 serving the Detention Ponds except as may be provided in a separate agreement between the Declarant and/or one or more Drainage Basin #2 Owners. Any such costs shall not be Drainage Maintenance Costs as defined in this Declaration. Any such initial infrastructure improvements shall not be Drainage Maintenance Obligations as defined in this Declaration.

(e) Temporary Construction Easement. Subject to the terms of this Declaration, Declarant does hereby reserve for itself and its successors and assigns, and does hereby give, grant, bargain, sell, and convey unto the Drainage Basin #2 Owners, their successors and assigns, a temporary, non-exclusive right, privilege, and easement on, over, across, under, and through the Drainage Area and an area fifty (50) feet in width located to the north and east of the internal boundary lines of the Drainage Area for the purpose of installing stormwater holding, detention and/or retention ponds contemplated in the stormwater permit described in this Declaration, and all shared drainage lines, pipes, and equipment associated therewith. This temporary construction

easement shall expire upon the completion of the contemplated improvements and approval of the same by the City of Wilmington.

(f) No Basin #2 Owner shall construct any improvements or take any other actions within the Drainage Area that will unreasonably interfere with or impede the use of the foregoing easements by any other Drainage Basin #2 Owner for the purposes stated herein without the prior written consent of such affected Drainage Basin #2 Owner(s).

(g) Sole Use. For avoidance of doubt, in the event that any drainage lines, pipes, and equipment exclusively serve a specific property, the Drainage Basin #2 Owner of that property shall be solely responsible for all costs associated with same.

(h) Rights Reserved by Declarant. Declarant reserves the right to grant additional easements on, over, across, under and through the Detention Ponds and Drainage Areas and any drainage facilities within the Drainage Basin #2 for itself or its successors and assigns as owners of any portion of the Declarant Property, provided that such actions shall not adversely affect the use and enjoyment of the easements described herein. Any such additional easements shall be memorialized by Declarant by either recording an amendment to this Declaration, which amendment shall not require the consent of any Drainage Basin #2 Owner, unless such Drainage Basin #2 Owner is adversely affected thereby, and/or by recording a separate document, whether it be a deed or otherwise. As Declarant subdivides and/or sells portions of the Declarant Property in the future, Declarant shall have the right (but not the requirement) to amend this Declaration in its sole discretion to add those parties to this Declaration, and to reflect the reallocation of Drainage Maintenance Costs among Drainage Basin #2 as it may be subdivided. Whether or not this Declaration is so amended, any successor owners of portions of Drainage Basin #2 shall be responsible for such portions of the Drainage Maintenance Costs as are provided in this Declaration.

Declarant reserves the right to dedicate and/or convey the Detention Ponds and/or Drainage Area, or easement rights therein, to another financially responsible entity, private or public, or to an owner's association, provided that such dedication or conveyance shall not adversely affect the use and enjoyment of the easements described herein. In the event of such transfer, Declarant shall assign all Drainage Maintenance Obligations hereunder to the transferee, who shall assume the same. Upon such assignment (and the assumption of such obligations by the transferee in an agreement placed of record in the New Hanover County Public Registry), Declarant shall have no further liability or obligation for any and all Drainage Maintenance Obligations accruing from and after the effective date of such assignment.

2. Stormwater Cost Sharing. All Drainage Maintenance Costs shall be allocated among the Drainage Basin #2 Owners pursuant to their respective Pro Rata Shares (as hereafter defined). Not more frequently than once per calendar quarter, Declarant shall forward to each Drainage Basin #2 Owner an invoice or statement (with reasonable supporting information to the extent requested by a Drainage Basin #2 Owner) of the Drainage Maintenance Costs, and each Drainage Basin #2 Owner shall reimburse Declarant an amount equal to such party's Pro Rata Share within thirty (30) days following its receipt of such invoice or statement. Each Owner shall be given the opportunity to review, at least annually, Declarant's budget for the anticipated Drainage Maintenance Costs for the forthcoming year. Any Pro Rata Share which is not paid within 30 days shall bear interest at the rate of 12% per annum, and Declarant shall have the right to secure any unpaid Pro Rata Shares, plus any costs of collection and reasonable attorneys' fees, by the recordation of a lien against the property owned by the defaulting Drainage Basin #2 Owner (provided that any such lien would be subordinate to any then-existing third-party financing encumbering the applicable Drainage Basin #2 Owner's parcel).

As used herein, each Drainage Basin #2 Owner's "Pro Rata Share" as to the Drainage Maintenance Costs shall mean a fraction, the numerator of which is the total acreage of the respective Drainage Basin Owner's property within Drainage Basin #2 (less any Detention Pond located thereon), and the denominator of which is the total acreage within Drainage Basin #2 (less the Detention Ponds and the Future Roads, and hereby deemed to equal a total of 34.580 acres). The numerator for the Phase 3A Tract is hereby deemed to equal a total of 13.036 acres (17.620 acres less the Detention Pond thereon 1.812 acres and the Future Roads thereon 2.772 acres). The Pro Rata Share of the Drainage Maintenance Costs attributable to the Phase 3A Tract is **37.7%** (i.e., 13.036 acres/34.580 acres). The numerator for the Cameron Tract is hereby deemed to equal a total of 21.544 acres (24.242 acres less the Detention Pond thereon 2.698 acres). The Pro Rata Share of the Drainage Maintenance Costs attributable to the Cameron Tract is **62.3%** (i.e., 21.544 acres/34.580 acres).

Additionally, in no event shall the administrative fees charged with respect to the Drainage Maintenance Costs exceed three percent (3.0%) of the total actual expenses incurred therefor.

3. Stormwater Permit Restrictions. Drainage Basin #2 is subject to the following State of North Carolina and City of Wilmington rules and regulations concerning stormwater runoff as these rules and regulations may be amended from time to time. Without limiting the foregoing, Declarant or its designee, reserves the right to impose additional restrictions upon any undeveloped portion of Drainage Basin #2 to the extent required by the terms of any applicable stormwater permit for such portions of the Drainage Basin #2 issued by the City of Wilmington or the State of North Carolina. Such additional restrictions may be imposed by Declarant by the recording of an amendment or supplement to this Declaration, and no joinder or consent of any other owner or person shall be required on such amendment or supplement.

(a) The following covenants are intended to ensure ongoing compliance with City of Wilmington Stormwater Management Permit Number 2021024, as issued by the City of Wilmington/Engineering (the "Permit").

(b) The City of Wilmington is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Permit.

(c) These covenants are to run with the land comprising the Drainage Basin #2 and shall be binding on all persons and parties claiming under them.

(d) The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the City of Wilmington.

(e) Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the City of Wilmington.

(f) The maximum built-upon area for Drainage Basin #2 as set out in the Permit is **1,184,740** square feet of impervious coverage.

(g) This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way (a/k/a Future Roads) between the front lot lines and the edge of the pavement. Built-upon area (sometimes herein "BUA") includes, but is not limited to, structures, asphalt, concrete, compacted gravel, brick, stone, slate, coquina and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools. Note: sidewalk improvements allocated as right-of-way (a/k/a Future Roads) BUA shall

not count against deeded lot restricted BUA.

(h) All runoff from the built-upon areas on the lot must drain into the permitted system. This may be accomplished through a variety of means including roof drain gutters which drain to the street, grading the lot to drain toward the street, or grading perimeter swales to collect the lot runoff and directing them into a component of the stormwater collection system. Lots that will naturally drain into the system are not required to provide these additional measures.

(i) The owner of each lot, whose ownership is not retained by the permittee, is required to submit a separate stormwater permit application to the City of Wilmington and receive a permit prior to construction.

The Permit is currently in the name of CK Wilmington Three Phase A, LLC which has or soon will begin the process to transfer the Permit to Declarant. Any future owner of Phase 3A Tract or any other tract in Drainage Basin #2 will need to obtain an offsite permit as provided in Section 4(i) above if required by the City of Wilmington. **Declarant hereby restricts the maximum built upon area allowed on the Phase 3A Tract (excluding the Future Roads) to 388,075 square feet.** This allotted amount includes any built-upon area constructed within the Phase 3A Tract (excluding the Future Roads), Built-upon area includes, but is not limited to, structures, asphalt, concrete, compacted gravel, brick, stone, slate, coquina and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools. Note: sidewalk improvements and driveways are allocated as right-of-way (a/k/a Future Roads) BUA and shall not count against the above restricted BUA.

Declarant hereby restricts the maximum built upon area allowed on the Future Roads portion of the Phase 3A Tract to 99,838 square feet. This allotted amount includes any built-upon area constructed within the Future Roads portion of Phase 3A Tract including sidewalk improvements and driveways which are allocated as right-of-way (a/k/a Future Roads) BUA. Built-upon area includes, but is not limited to, structures, asphalt, concrete, compacted gravel, brick, stone, slate, coquina and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.

Declarant reserves the right in its sole discretion as the Permit is modified to recalculate and redesignate maximum built upon areas as set forth in (f) above, provided such recalculations and redesignations are in accordance with the Permit; and provided that Declarant obtain consent of any owner of property whose built-upon area is affected thereby. In addition, if any property as finally constructed does not use its allocated built upon area, Declarant shall have the sole right to reclaim such excess allotment and reallocate it to remaining properties in its sole discretion, provided such recalculations and redesignations are in accordance with state stormwater rules. Notwithstanding any provision set forth in this Declaration, Declarant may amend or supplement this Declaration without the consent or joinder of any Drainage Basin #2 Owner, to the extent necessary to comply with State of North Carolina and City of Wilmington rules and regulations concerning stormwater runoff as these rules and regulations may be amended from time to time or as directed in any amendment or supplement to the Permit or the issuance of a related offsite permit.

4. Temporary Access and Utility Easements

(a) Temporary Private Access, Drainage & Utility Easements. Declarant reserves and hereby declares and establishes for the benefit of the Declarant Property, including Drainage Basin

#2, and the current and future owners of all or any part thereof a temporary private non-exclusive easement, for ingress, egress, installation, construction, reconstruction, repair, removal, replacement, and maintenance of utility and drainage lines and facilities (to the extent contemplated in the stormwater permit described in this Declaration or previously established under a prior recorded document and approved stormwater permit), streets, street lighting, sidewalks, and landscaping (including irrigation) over the Future Roads and within ten feet of the outside perimeters of the Future Roads for utilities only (said 10' area is identified as a "10 non-municipal easement" on the Phase 3A Plat).

(b) Cost of Infrastructure Improvements. Neither Declarant, nor any owner of the Declarant Property shall have any responsibility for the cost or obligation to construct and install any improvements referenced in Section 4(a) above except as may be provided in a separate agreement between the Declarant and/or one or more owners of the Declarant Property.

(c) Termination of Temporary Private Access, Drainage & Utility Easements: Upon completion of the road improvements to the Future Roads shown on the Phase 3A Plat and as soon thereafter as the City of Wilmington will accept them, the owner(s) of property on which the Future Roads are located shall take such further action, if necessary, to dedicate the Future Roads as public roadways by and for public use and maintenance together with a "10 non-municipal easement" along a 10' perimeter of the Future Roads as required by the City of Wilmington. Upon completion and until such Future Roads are made public, the owners of any property within the Declarant Property and their successors and assigns, shall have the non-exclusive right to all required ingress, egress and access rights. The owner(s) of property on which the Future Roads are located shall have the right to dedicate portions thereof to the public and to various utility and other service providers as appropriate for the development of all parcels within the Declarant Property. After any one or more Future Roads have been dedicated with the "10 non-municipal easement" referenced above and accepted for public use and public maintenance, the temporary easements created in this Section 4 as well as the rights set forth in the previous two sentences applicable to said one or more Future Roads and the 10' perimeter areas described in Section 4 shall automatically expire. If requested by the owner of any property within the Declarant Property, the applicable temporary easements created in Section 4 shall be terminated by one or more appropriate recorded document(s) executed by the appropriate party or parties.

(d) Maintenance of Temporary Easements: Until such time that the City of Wilmington takes over the maintenance of the Future Roads any improvements located thereon shall be maintained by Declarant (except for repairs and replacements that are the responsibility of contractors or others) in accordance with specifications for such maintenance as mandated by applicable governmental authorities, and in a manner similar to the maintenance of roadways located within or adjacent to similar multi-family developments in New Hanover County. Notwithstanding the foregoing, any repair or replacement to the roadways within the above easement areas, due to the negligence or willful acts of a Drainage Basin #2 Owner or others or any of their tenants, agents, employees, invitees, or independent contractor shall be borne by the responsible Drainage Basin #2 Owner or such other parties. The cost of any maintenance or repair performed by the Declarant shall be shared by the Drainage Basin #2 Owners and shall be billed and collected in the same manner as the Drainage Maintenance Costs as provided in Section 2 above.

Declarant reserves the right to assign the above maintenance obligations to another entity, private or public, or to an owner's association that assumes all of Declarant's maintenance obligations under this Declaration. In the event of such assignment and assumption, Declarant shall have no further liability or obligation for any and all maintenance obligations accruing after the effective date of such assignment and assumption.

TO HAVE AND TO HOLD, the rights, privileges and easements described in Sections 1, 2, 3, and 4 above 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.

5. 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.

6. Indemnification. All current and future owners of any part of the Declarant Property agree to indemnify and hold harmless the other current and future owners of any part of the Declarant Property 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, invitees, contractors, employees or representatives on or about the Property while exercising rights under this Declaration. This Section 6 shall survive the termination or expiration of this Declaration or any of the easements set forth herein.

7. Covenant Against Liens. Any current or future owners of any part of the Declarant Property performing work within an easement located on the property of any current or future owners of any part of the Declarant Property pursuant to the terms of this Declaration 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 party's property.

8. Insurance. During any period of performance of any work on the property of any current or future owners of any part of the Declarant Property pursuant to the terms of this Declaration, the party performing the work shall maintain Commercial General Liability Insurance in an amount of not less than \$2,000,000.00 per occurrence and aggregate limits of not less than \$5,000,000.00 and will provide evidence of such coverage prior to performing such work. The party performing the work on the property of another party shall name such other party as an additional insured on the foregoing insurance policy.

9. Notice of Work Commencement. Any current or future owners of any part of the Declarant Property performing work within an easement located on the property of any current or future owners of any part of the Declarant Property pursuant to this Declaration shall (i) (except in the case of the initial work to be performed by the owner of the Phase 3A Tract immediately following the recording of this Declaration) provide at least forty-five (45) days prior written notice to the other party of its intention to do such work, which notice will contain a detailed description of the work to be performed (including a copy of the applicable plans) and the schedule for the performance of such work; (ii) pay all costs and expenses with respect to such work, including any applicable tap fees or similar charges; (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 property affected and the operation of any business thereon; (iv) not interrupt, diminish, or otherwise interfere with the utility services to the other party; (v) comply in all respects with all applicable laws; (vi) promptly, at its sole cost and expense, clean the area (as needed) and restore the affected portion of the property and facilities therein (including, without limitation, re-seeding, stabilizing and re-planting (if applicable) any disturbed landscaping improvements and replacing or repairing damaged irrigation facilities or other improvements) to a condition equal to or better than the condition which existed prior to the commencement of such work; and (vii) prior to commencing such work, provide the other party 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 Declaration.

10. Remedies for Breach. The terms and conditions of this Declaration shall be enforceable by the Declarant or any owner of the Declarant Property by actions for specific performance or injunction, in addition to any other remedies available at law. In addition to the foregoing, if Declarant fails to perform the maintenance obligations under this Declaration within thirty (30) business days following receipt of written notice thereof (or such longer period of time as may be reasonably necessary, provided that Declarant has commenced such cure within thirty (30) business days and diligently prosecutes such cure to completion), any owner of the Declarant Property shall have the right to perform the obligation on Declarant's behalf and, in such case, Declarant shall reimburse such owner for the costs and expenses incurred by the owner in connection therewith within twenty (20) days after receiving and owner's written request therefor and reasonable evidence of all such payments. Provided, that any such amount paid by Declarant shall be included in the calculation of each owner's pro-rata portion of the costs and expenses related to the maintenance and repair of the applicable easements. Nothing set forth above in this Paragraph 10 shall result in the owner's loss of the easement rights granted to it pursuant to this Declaration.

11. Miscellaneous.

(a) Law Governing. This Declaration 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.

(b) Attorneys' Fees. If any litigation is initiated or defended by the owner of a part of the Declarant Property against the owner of another part of the Declarant Property relating to this Declaration 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.

(c) Successors and Assigns. This Declaration 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.

(d) Amendment or Termination. In addition to Declarant's amendment rights specifically set forth in elsewhere in the Declaration, Declarant or its assignee retains the right to amend this Declaration at any time in its sole and absolute discretion; provided, however, this right shall terminate when Cameron or its assignee no longer owns any portion of the Declarant Property. Provided however, and notwithstanding anything to the contrary herein, no amendment, modification or termination shall be allowed which (A) decreases the impervious surface allocation applicable to the Phase 3A Tract set forth herein (B) materially and adversely impacts the ability of the Phase 3A Tract owner to remove and dispose of stormwater in accordance with the terms of the Permit, (C) creates any additional easements affecting Phase 3A Tract, or (D) increases the Phase 3A Tract's Pro-Rata Share of Drainage Maintenance Costs.

(e) Severability. This Declaration 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 Declaration 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 Declaration 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.

(f) No Public Dedication; No Third Party Beneficiaries or Consents. This Declaration 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 Declaration.

(g) Compliance Certificate. Upon the written request of the owner of a part of the Declarant Property or the holder of any first lien deed of trust or first lien mortgage on any part of the Declarant Property, any such 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 Declaration.

(h) Number and Gender, Captions and References. As the context of this Declaration 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 Declaration 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 Declaration, it shall be construed

as referring to this Declaration 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 Declaration.

(i) Waiver. This Declaration 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 Declaration, 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 Declaration shall be deemed to be a waiver of any other provision hereof.

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

(k) Equitable Relief. If the owner of a part of the Declarant Property breaches or threatens to breach this Declaration, 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 Declaration, 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 Declaration and/or an injunction against such breach or threatened breach.

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

[SIGNATURES BEGIN ON FOLLOWING PAGE]

CAMERON PROPERTIES LAND COMPANY, LLC, a North Carolina limited liability company

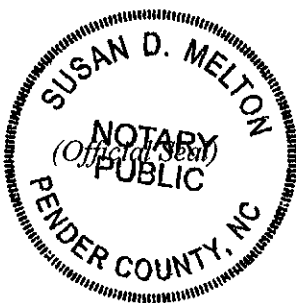
By: *Scott Christopher Sullivan*
Print Name: Scott Christopher Sullivan, Manager

STATE OF *No. 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: *Scott Christopher Sullivan*

Date: *6-18-21*

Susan D. Melton
Official Signature of Notary



Susan D. Melton
Notary's printed or typed name, Notary Public
My commission expires 5-30-26

EXHIBIT A

PARAMOUNTE

ENGINEERING, INC.

June 18th, 2021
20195.PE

Barclay Apartments – Drainage Basin #2
3743 Independence Blvd.
City of Wilmington
New Hanover County, NC

Being part of that tract or parcel of land located in the City of Wilmington, New Hanover County, State of North Carolina, being part of the lands of Cameron Properties Land Co, LLC as recorded in deed book 1316 at page 590, and located on the northwestern margin of George Anderson Drive, map book 62, page 58, being a variable width public right of way; said parcel being more particularly described as follows:

Beginning at an iron pipe found on the southern margin of Chippenham drive having a 60' right of way as recorded in map book 66 page 318, and the northwestern margin of George Anderson Drive, having the N.C. Grid Coordinates of N:156930.70 and E: 2328338.08; Said iron being S 88°49'19" W a distance of 43.09' away from a concrete monument found on the centerline of George Anderson Drive; Thence the following two (2) courses with the northwest margin of George Anderson Drive;

South 44°38'34" West a distance of 974.06' to an iron rod set;

Thence with a curve turning to the left with an arc length of 181.74', a radius of 533.81', a chord bearing of South 34°53'22" West, and a chord length of 180.86' to an iron pipe found, being S 44°25'44" W a distance of 178.31' away from a concrete monument found on the centerline of George Anderson Drive;

Thence leaving said margin along the northwest boundary of Summerlin Falls HOA, Inc., map book 46, page 69, South 44°41'28" West a distance of 1,013.48' to an iron rod set on the boundary of Breezewood, condo book 11, page 47;

Thence along the northeast boundary of Breezewood of Wilmington Condo HOA, deed book 2859, page 487 and others, North 29°53'14" West a distance of 1565.15' to an iron rod;

Thence along the southeast line of RB Independence LLC as recorded in map book 36 page 51, North 29°41'06" West a distance of 54.21' to an iron rod set;

Thence with a new line through Cameron Properties Land Co, LLC and the southeastern boundary of the Stormwater pond Easement as recorded in map book 66 page 339, the following eight (8) courses

Thence South 64°25'59" East a distance of 126.15' to an iron rod found;

Thence with a curve turning to the left with an arc length of 49.38', a radius of 105.00', a chord bearing of South 77°54'19" East, a chord length of 48.93', to an iron rod found;

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ENGINEERING, INC.

Thence North 88°37'20" East a distance of 353.52' to an iron rod found;

Thence with a curve turning to the left with an arc length of 164.93', a radius of 105.00', a chord bearing of North 43°37'20" East, a chord length of 148.49', to an iron rod found;
Thence North 01°22'40" West a distance of 27.87' to an iron rod found;

Thence with a curve turning to the left with an arc length of 44.61', a radius of 104.87', a chord bearing of North 13°33'34" West a chord length of 44.28', to an computed point;

Thence North 66°09'31" East a distance of 32.53' to an iron rod set;

Thence North 23°50'23" West a distance of 20.00' to an iron rod set;

Thence leaving said easement and running with a new line through Cameron Properties Land Co, LLC North 72°27'52" East a distance of 53.70' to an iron rod set;

Thence North 88°52'40" East a distance of 846.18' to an iron rod set;

Thence along the southern line of Chippenham drive having a 60' right of way as recorded in map book 66 page 318 the following six (6) courses:

Thence with a curve turning to the left with an arc length of 149.52', a radius of 530.00', a chord bearing of North 80°47'45" East, a chord length of 149.03', to an computed point;

Thence North 72°42'49" East a distance of 138.70' to a computed point;

Thence with a curve turning to the right with an arc length of 71.93', a radius of 470.00', a chord bearing of North 77°05'53" East, a chord length of 71.86', to an computed point;

Thence North 81°28'57" East a distance of 191.13' to a computed point;

Thence with a curve turning to the right with an arc length of 151.76', a radius of 170.00', a chord bearing of South 72°56'35" East, a chord length of 146.77', to an computed point;

Thence South 47°22'06" East a distance of 140.21' to the point of beginning,

Having an area of 1,823,517 Sq. Ft.41.862 Acres more or less.

