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NEW HANOVER COUNTY, NC

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BY: ANGELA ENGLISH

REGISTER OF DEEDS

DEPUTY

ELECTRONICALLY RECORDED

Prepared by and return after recording to:

Block Crouch, Keeter, Behm & Sayed, LLP
310 North Front Street
Wilmington, North Carolina 28401

**DECLARATION OF COVENANTS, RESTRICTIONS
AND RECIPROCAL EASEMENTS**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND RECIPROCAL EASEMENTS (the “**Declaration**”) is made as of the 5th day of November, 2025, by HAVEN AT GALLERIA LLC, a Delaware limited liability company having an address of 100 Dunbar Street, #400, Spartanburg, SC 29306 (hereinafter, together with its successors and assigns, referred to as the “**Declarant**”).

RECITALS

WHEREAS, Declarant is the owner of certain real property located at 6802-6750 Wrightsville Avenue, Wilmington North Carolina, containing approximately 17.56 acres, more or less, identified as Tax Parcel R05700-006-020-000, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “**Property**”).

WHEREAS, Declarant has caused to be prepared and recorded in the office of the Register of Deeds for New Hanover County, North Carolina in Plat Book 77, Page 36, a certain subdivision plat entitled “Subdivision Plat of The Haven at Galleria” which subdivides the Property into three tracts: “Parcel A 4.89 acres, 212,949 Sq.Ft.” (“**Parcel A**”), “Parcel B 5.04 acres, 219,666 Sq.Ft.” (“**Parcel B**”), and “Future Development Remaining Portion of Parcel R05700-006-020-000 7.62 acres, 331,788 Sq.Ft.” (the “**Future Development Parcel**”); (Parcel A, Parcel B and the Future Development Parcel, each a “**Parcel**” and shall together be called the “**Parcels**” or the “**Subdivision**”).

WHEREAS, the Subdivision has been and will be improved with a stormwater system which will drain to a wet pond stormwater control measure located within a portion of the Future Development Parcel more particularly described in Exhibit C attached hereto and incorporated herein by reference (the “**Detention Pond**”), and has or will be improved with related runoff collection and conveyance system facilities within or across the Parcels within the Subdivision,

such that all of the Subdivision will be the drainage area served by the Detention Pond and stormwater system (the “**Stormwater System**”).

WHEREAS, the Subdivision will also be improved with (I) a private boulevard to be known as Galleria Boulevard located in the access and utility easement area more particularly described in Exhibit B attached hereto and incorporated herein by reference (“**Galleria Boulevard**”) and (II) a public road or street within the Future Development Parcel to be known as Steadman Street, which street shall be a loop road with two (2) curb cuts to Wrightsville Avenue constructed to standards sufficient to offer such street for dedication to the City of Wilmington, New Hanover County, or the North Carolina Department of Transportation (“**Steadman Street**”).

WHEREAS, Declarant desires to (1) reserve for itself and grant to the Owners of Parcel A, Parcel B and the Future Development Parcel, non-exclusive perpetual access and utility easements over, across, under, and through Galleria Boulevard, (2) until such time as Steadman Street is dedicated as a public street, reserve for itself and grant to the Owners of Parcel A, Parcel B and the Future Development Parcel, non-exclusive access and utility easements over, across, under, and through Steadman Street at locations to be determined by Declarant, (3) reserve for itself and grant to the Owners of Parcel A, Parcel B and the Future Development Parcel, a non-exclusive perpetual drainage easement over, across, under, and through the Stormwater System located on the Property including without limitation the Detention Pond; (4) provide for the fair and equitable allocation of expenses for the maintenance of Galleria Boulevard and Steadman Street, including but not limited to paving and other general road and sidewalk maintenance, common area landscaping repair and maintenance, and common area signage repair and maintenance; and (5) provide for the fair and equitable allocation of expenses of maintenance and administration of the Stormwater System and Detention Pond; and,

WHEREAS, in connection with the conveyance and development of the Subdivision, the Declarant desires to, and hereby does, establish the following covenants, restrictions, easements and agreements for the purpose of establishing certain standards pertaining to the development, use and maintenance of the Property, insuring the desirability and attractiveness of the Subdivision, apportioning rights and responsibilities upon owners of any portion of the Property, and granting and providing for maintenance of easements for stormwater utilities, and access roads, all for the mutual and reciprocal benefit of all of the Property and the present and future owners and occupants thereof.

WITNESSETH:

NOW, THEREFORE, in consideration of the foregoing matters, Declarant hereby declares that the Property, and all of the Parcels are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants, restrictions and reciprocal easements. All of these covenants, restrictions and easements shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable in and to the Property or any part or parts thereof subject to the Declaration, and shall inure to the benefit of the Declarant and every one of the Declarant’s successors in title to any of the Property.

1. Recitals: General. The foregoing Recitals are hereby incorporated herein by reference. As the owner of Parcel A, Parcel B, and the Future Development Parcel, Declarant and its successors in interest as the owner(s) of Parcel A, Parcel B and the Future Development Parcel are sometimes referred to herein as “**Owner**” or “**Owners**” or “**Parcel Owner**” or “**Parcel Owners**”. The easements set forth in this Declaration shall be perpetual in duration and shall be deemed to run with the Property as a burden and/or benefit, as appropriate.

2. Detention Pond and Drainage Area Easement, and Regulations.

a. Grant of Easement. Subject to the terms of this Declaration and the Permit (as hereafter defined), Declarant does hereby reserve unto itself and its successors and assigns, and does hereby give, grant, bargain, sell, and convey unto the Owners of the Parcels in the Subdivision, their successors and assigns, a perpetual, non-exclusive right, privilege, and easement on, over, across, under, and through the Stormwater System, including the Detention Pond and any drainage facilities serving the Detention Pond within the Subdivision, for the purposes of draining, storing, and retaining storm and surface water from the Property, as the same may hereafter be improved.

b. Property Owners’ Rights. Subject to the terms of this Declaration and the Permit (as hereafter defined), each Owner shall have the non-exclusive right to provide at all times for the proper drainage, storage, and retention of storm and surface water from that Parcel Owner’s property, and are further given the right to make such other use of the part of the Future Development Parcel as developed by Declarant for such purpose as may be later fixed upon the recording a subsequent plat (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, swales and ditches, with which to transport or transmit storm and surface water from that Parcel Owner’s property to the Drainage Area, together with reasonable rights of access to the Stormwater System and egress therefrom for such purposes. Any rights exercised under this paragraph shall be exercised at such Parcel Owner’s sole expense. Notwithstanding the above, (i) no grading, regrading or other work performed in the Drainage Area by any Parcel Owner shall diminish the benefits under this Declaration to any other Parcel Owners or unreasonably interfere with the use of the existing streets or of other existing utilities within the Drainage Area, and (ii) any damages, costs and liabilities and expenses suffered or incurred by any other Parcel Owner as a result thereof shall be paid, reimbursed and indemnified against by such performing Parcel Owner.

c. Maintenance by Owner of the Future Development Parcel. The Owner of the Future Development Parcel shall operate, repair, maintain, and keep (or cause to be operated, repaired, maintained and kept) the Detention Pond and any other shared drainage facilities located on the Future Development Parcel in good condition and repair for the purposes intended herein (the “**Drainage Maintenance Obligations**”); except that the Owner of the Future Development Parcel shall have no obligation to repair any pipes, lines, or other equipment installed within the Subdivision by any Property Owner solely for the transport or movement of storm or surface water from that Parcel Owner’s property. Declarant hereby grants to each Owner and its successors and assigns, an easement on, over, across, under, and through the Stormwater System including the

Detention Pond. The Owner of the Future Development Parcel reserves the right to assign its maintenance obligation under this Declaration, including the Drainage Maintenance Obligations and the reimbursement rights under this Section 2 of this Declaration, to its successors and assigns, or to an Association of Parcel Owners which may be formed for that purpose, but shall have no obligation to do so and upon such assignment, the Owner of the Future Development Parcel shall have no further obligation or liability accruing from and after such assignment. The Owner of the Future Development Parcel reserves the right to trim, cut and remove trees, shrubbery, grasses and other obstructions and to perform any maintenance or repairs that are reasonably necessary or appropriate (including replanting of any trees, shrubbery or grasses), or as required by any local, state or federal agency, within the Stormwater System, including the Detention Pond. The Drainage Maintenance Obligations shall include, but not be limited to the 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 within the Stormwater System, including the Detention Pond. 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 Parcel Owners as further provided in Section 2.f. 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 Parcel Owner or its employees, contractors, subcontractors, or agents, that Property Owner shall be solely responsible for such Drainage Maintenance Costs (or portion thereof).

d. No Interference. No Parcel Owner shall construct any improvements or take any other actions within the Subdivision that will unreasonably interfere with or impede the use of the easements provided for in this Declaration by any other Parcel Owners for the purposes stated herein without the prior written consent of such affected Parcel Owners(s).

e. Sole Use. For avoidance of doubt, in the event that any drainage lines, pipes, swales, ditches and equipment exclusively serve a specific property or properties, the Parcel Owners of that property or properties shall be solely responsible for all costs associated with same.

f. Stormwater Cost Sharing. All Drainage Maintenance Costs shall be allocated among the Parcel Owners pursuant to their respective Pro Rata Share (as hereafter defined). Not more frequently than once per calendar quarter, the Owner of the Future Development Parcel or its assigns including any association as described herein shall forward to each Parcel Owner an invoice or statement (with reasonable supporting information to the extent requested by a Property Owner) of the Drainage Maintenance Costs, and each Parcel Owner shall reimburse the Owner of the Future Development Parcel 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, the Owner of the Future Development Parcel’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.

As used herein, each Parcel Owner’s “**Pro Rata Share**” as to the Drainage Maintenance Costs shall mean:

Parcel A Owner: 40%
 Parcel B Owner: 40%
 Future Development Parcel Owner: 20%

Additionally, in no event shall the administrative fees charged with respect to the Drainage Maintenance Costs exceed five percent (5.0%) of the total actual expenses incurred therefor.

3. Access Roads and Utility Easements; Temporary Construction Easement. Declarant, its successors or assigns, shall develop a private easement of sufficient width to provide access to Parcel A and Parcel B with associated vehicular parking spaces. Such access easement and parking shall be located in Galleria Boulevard. Further, Declarant, its successors or assigns, shall construct Steadman Street to North Carolina Department of Transportation standards and shall offer such street for dedication to the City of Wilmington, New Hanover County or the North Carolina Department of Transportation. Declarant shall, and hereby does grant and convey a perpetual and non-exclusive easement and right of way in favor Parcel A, Parcel B, and the Future Development Parcel over and across Galleria Boulevard and Steadman Street for the use and benefit of the Owners of the Parcel A, Parcel B and the Future Development Parcel, their successors and assigns, for the purpose of providing pedestrian and vehicular ingress, egress and passage to and from those Parcels to Wrightsville Avenue. Said easement shall also include the right to install utilities within Galleria Boulevard and Steadman Street, provided that in the event that any Owner exercises the right to install any such utilities within Galleria Boulevard or Steadman Street: (i) the maintenance, repair and replacement activities shall be conducted in compliance with all applicable laws and regulations and in such a manner so as to minimize the interruption of or interference with Galleria Boulevard and Steadman Street; (ii) the applicable Owner shall provide at least thirty (30) days advance notice to the other impacted Owner(s) of the intended commencement and projected duration of such work; (iii) the applicable Owner shall, promptly following the completion of such maintenance and repair activities, restore the improvements located within Galleria Boulevard or Steadman Street to a substantially similar condition as that which existed immediately prior to the commencement of such activities; (iv) all necessary licenses and permits required for the work shall be obtained prior to commencement thereof and all work shall be done and all improvements constructed in a good, lien-free and workmanlike manner; and (v) all such work shall be performed and all improvements constructed in accordance with all laws, ordinances, codes, rules and regulations of all governmental authorities having jurisdiction over such work, and (vi) such utilities and the maintenance thereof shall not prevent or impair the use of Galleria Boulevard and Steadman Street for ongoing vehicular access to the Parcels. Parking spaces shall be developed along the exterior sides of Galleria Boulevard for the use and benefit of the Owners of Parcel A and Parcel B, and their successors and assigns, tenants, guests, and invitees, provided that the parking spaces located on Parcel A shall be for the exclusive use of the tenants, guests an invites of the Owner of Parcel A and the parking spaces located on Parcel B shall be for the exclusive use of the tenants, guests an invites of the Owner of Parcel B. The parking or stopping of vehicles and the erection of buildings or any other structures of any kind in, on or over Galleria Boulevard which prevents or impairs the use of Galleria Boulevard is strictly prohibited.

Declarant does hereby reserve unto itself and its successors and assigns, and does hereby give, grant, bargain, sell, and convey unto the Owners of the Parcels in the Subdivision, their

successors and assigns a temporary construction easement to enter upon the Parcels in the Subdivision for the purpose of the initial construction of Galleria Boulevard, Steadman Street, and the Stormwater System including the Detention Pond pursuant to the plans and specifications that are permitted as of the date of this Declaration by the applicable governmental authorities having jurisdiction. Said temporary construction easement shall automatically terminate with no further action of the parties upon the earlier of (i) substantial completion of Galleria Boulevard, Steadman Street, and the Stormwater System including the Detention Pond and (ii) November 1, 2027.

4. Responsibility for Maintenance and Construction.

a. Initial Paving and Maintenance of Galleria Boulevard and Steadman Street.

Declarant or its successors or assigns shall be responsible for the initial grading and paving of Galleria Boulevard and Steadman Street. After the initial paving of Galleria Boulevard and Steadman Street and provided Steadman Street is not accepted for dedication into the public road system for the City of Wilmington or North Carolina Department of Transportation, the Owner of Parcel B shall maintain Galleria Boulevard and Steadman Street (until such time as Steadman Street is dedicated as a public road), with the Owner of Parcel A reimbursing for fifty percent of the costs of ongoing maintenance of the roads, and landscaping. Maintenance shall include but not be limited to costs associated to maintain the roads in safe, clean and orderly condition and in good repair, including but not limited to the patching, repairing and repaving of the macadam surfaces (the “**Maintenance Responsibilities**”), subject, however, to the right of any Owner to call for a contribution from another Owner because of damage caused by such other Owner, or under any rule regarding liability for negligent or willful acts or omissions.

b. Personal Obligation. The costs of the Drainage Maintenance Costs, the Drainage Maintenance Responsibilities and the reimbursement obligations set forth in this Declaration, shall be a personal obligation of each Owner of a Parcel. Every Owner of a Parcel, by acceptance of a deed therefor, shall be subject to the assessment and reimbursement obligations set forth in this Declaration whether or not it shall be so expressed in any such deed or other conveyance. The Drainage Maintenance Costs and Drainage Maintenance Responsibilities obligations, together with interest thereon, costs of collection thereof and reasonable attorneys’ fees, shall be a charge on the land and shall be a continuing lien upon each such Parcel and improvements thereon, until paid. The personal obligation of an Owner for delinquent obligations shall be the liability of the Owner when such obligation became due. The personal obligation of an Owner shall not pass to its successors in title unless expressly assumed by them.

c. Indemnification. Each Parcel Owner shall indemnify, defend and hold harmless the other Owners and their respective members, directors, officers, partners, agents, servants and employees from and against all claims, suits, damages, liabilities and all reasonable costs and expenses (including, without limitation, reasonable attorneys’ fees) incurred in connection with or arising from the death of, or any accident, injury, loss, or damage whatsoever to any person, or to the property of, any person, caused by the use by the indemnifying Owner (or its employees, agents, contractors or invitees) of the easements granted herein, except for claims arising from or caused by the negligence or willful misconduct of the indemnified party, its contractors, employees, agents or others acting on its behalf. The indemnified party shall give the indemnifying Owner notice of any suit or proceeding as to which the indemnified party is entitled to indemnification pursuant to this paragraph, and the indemnifying Owner shall defend the

indemnified party in said suit or proceeding; provided, however, that except as limited by the insurance company of the indemnifying Owner, the indemnified party shall have the right to select counsel reasonably satisfactory to the indemnified party to defend against any claim that is to be indemnified or defended against under this Declaration, and the reasonable cost of such counsel shall be borne by the indemnifying Owner.

5. Restrictive Covenants.

a. Stormwater Permit Restrictions.

(i) The Property is subject to the following State of North Carolina and Division of Energy, Mineral and Land Resources 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 the Subdivision to the extent required by the terms of any applicable stormwater permit for such portions of the Property issued by the State of North Carolina, Division of Energy, Mineral and Land Resources or the County of New Hanover. 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.

(ii) The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number **SW8 890417**, as issued by the Division of Energy, Mineral and Land Resources (“**Division**”) under the Stormwater Management Regulations to the Declarant as same may be amended (the “**Permit**”).

(iii) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Permit.

(iv) These covenants are to run with the land comprising the Subdivision and shall be binding on all persons and parties claiming under them.

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

(vi) Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division.

(vii) The maximum built-upon area for the Property is allocated as follows:

| <u>Parcel</u> | <u>BUA</u> |
|-------------------|------------|
| Parcel A | 212,949 SF |
| Parcel B | 219,666 SF |
| *Remaining Onsite | 174,489 SF |

*171,170 SF to Detention Pond and 3,319 SF Drains Offsite

Offsite 71,395 SF

(viii) This allotted amount includes any built-upon area constructed within the lot property boundaries and that portion of the right-of-way between the front lot lines and the edge of the street 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.

(ix) All runoff from the built-upon areas on a Parcel 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 Parcel to drain toward the street, or grading the perimeter swales to collect the Parcel runoff and directing them into a component of the stormwater collection system. Parcels that will naturally drain into the system are not required to provide these additional measures.

(x) A 50-foot wide vegetative setback must be provided and maintained adjacent to all surface waters.

(xi) Each Parcel, whose ownership is not retained by the permittee, shall submit a separate stormwater permit application to the Division of Energy, Mineral and Land Resources and receive a permit prior to construction.

(xii) Any individual or entity found to be in noncompliance with the provisions of a stormwater management permit or the requirements of the stormwater rules is subject to enforcement procedures as set forth in NCGS 143, Article 21.

(xiii) Declarant reserves the right in its sole discretion as the Permit is modified to recalculate and redesignate maximum built upon areas, 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 Property Owners, to the extent necessary to comply with the State of North Carolina, Division of Energy, Mineral and Land Resources, or the County of New Hanover 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.

b. Use Restrictions.

No portion of the Property shall be used for or in support of any of the following: for the sale of gasoline or motor fuels; a laundromat or dry cleaner; adult book store, adult video store (an adult video store is a video store that sells or rents videos that are rated NC-17, X, XX,

XXX, or of a rating assigned to works containing material more sexually explicit than XXX, by the film rating board of the Classification and Rating Administration); “adult” business activities, including without limitation any massage parlor, escort service, facility with nude (or partially nude, bathing suit-clad or lingerie-clad) models or dancers or any establishment selling or exhibiting sexually explicit materials; pawn shop; bar or night club; gaming activities (including but not limited to gambling, electronic gaming machines, slot machines and other devices similar to the aforementioned); billiard parlor; any business whose principal revenues are from the sale of alcoholic beverages for on or off premises consumption; any business that cashes checks or makes short-term or “payday advance” type loans; or, any business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing or selling marijuana or any synthetic substance containing tetrahydrocannabinol, any psychoactive metabolite thereof, or any substance chemically similar to any of the foregoing, whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant.

6. Insurance. From the date hereof, each Owner shall, at all times and at its own expense, procure and maintain commercial general liability insurance covering such Owner’s Parcel against claims for bodily injury, personal injury and damage to property made by or on behalf of any person or persons, firm or corporation arising from, relating to or connected with such Owner’s exercise or use of the rights and easements granted herein, with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Upon request from Declarant or any other Owner, an Owner shall promptly provide a certificate of insurance to evidence such coverage.

7. Real Estate Taxes and Assessments; Maintenance. Each Owner shall pay all real estate taxes and other assessments against its Parcel on or before the date such taxes or assessments are due. In addition, each Owner shall pay all personal property taxes assessed on such Owner’s personal property located on the Owner’s Parcel. Subject to express terms and provisions of this Declaration to the contrary, each Owner, at its expense, shall maintain its own Parcel, or cause its own Parcel to be maintained, in good condition and repair, clean and free from rubbish and debris, and in a slightly and safe condition, and to care for or cause to be cared for all landscaped areas.

8. Binding Agreement; Successors and Assigns. The parties to this Declaration each intend and agree that this Declaration, and the easements granted and restrictions and obligations imposed herein, shall constitute covenants running with the land, binding upon and inuring to the benefit of the Owners of each of the Parcels, and their respective successors and assigns, and that the Parcels shall each be held, sold, leased, mortgaged, encumbered, rendered, used, occupied and conveyed, subject to the terms and provisions contained in this Declaration. All parties having or acquiring any interest in or to any of the Parcels or any part thereof, and their heirs, personal representatives, successors and assigns, shall be subject to the burdens and entitled to the benefits of this Declaration.

9. Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

10. Irreparable Harm. In the event of a violation of any of the provisions of this Declaration, the parties agree that such violation shall cause the other Owners to suffer irreparable

harm, and they shall have no adequate remedy at law. As a result, in the event of violation of any of the provisions of this Declaration, the non-defaulting Parcel Owners, in addition to all remedies available at law or otherwise under this Declaration, shall be entitled to injunctive or other equitable relief to enjoin a violation of this Declaration.

11. Amendments. This Declaration may only be amended by an instrument in writing, executed by the Owners of all of the Parcels, or their respective successors and assigns, and by all mortgagees who, at the time of such amendment, hold a mortgage or deed of trust encumbering all or any portion of the Parcels. Any such amendment shall be recorded promptly among the Land Records of the jurisdiction where the property is located, and the cost of such recordation shall be shared equally by the Owners of the Parcels.

12. Captions and Headings. The caption and headings contained in this Declaration are included herein for convenience of reference only and shall not be considered a part hereof and are not intended in any way to limit or enlarge the terms hereof, nor shall they affect the meaning or interpretation of this Declaration.

13. Counterparts. This Declaration may be executed in separate counterpart copies, each of which shall constitute an original, and all of which taken together shall constitute one and the same document.

14. Severability. Each part of this Declaration is intended to be severable. If any provision of this Declaration is invalid or unenforceable or held not to run with the land, such invalidity or unenforceability shall not affect the remaining provisions of this Declaration, which shall remain in full force and effect and shall be binding upon the parties. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to cause such legal description to be prepared promptly.

15. Attorneys' Fees. If the Owner of any Parcel brings an action to enforce any of its rights or obligations hereunder and is successful in such action (either at law or in equity), the losing party after final adjudication shall promptly reimburse the prevailing party for any costs or expenses incurred in such action, including court costs and reasonable attorneys' fees.

16. Further Assurances. The parties hereto agree to execute such further assurances as may be necessary to implement the provisions of this Declaration, and to establish the easements contemplated hereunder.

17. Governing Law. This Declaration shall be governed and construed in accordance with the laws of the State of North Carolina (excluding conflict of laws principles).

18. No Waiver. No waiver of default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

19. No Agency. Nothing in this Declaration shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

20. Entire Agreement. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

21. Covenant Running with Land. The agreements, conditions, covenants and promises contained in this Declaration are intended to be covenants running with the land. The rights created herein shall not be terminated by reason of sale, transfer, mortgage or lease of the property subject to this Declaration.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the day and year first above written.

HAVEN AT GALLERIA, LLC
a Delaware limited liability company

By: Johnson Development Associates, Inc.
Its: Manager

By: *John Langford* (SEAL)
Name: *John Langford*
Title: *General Counsel*

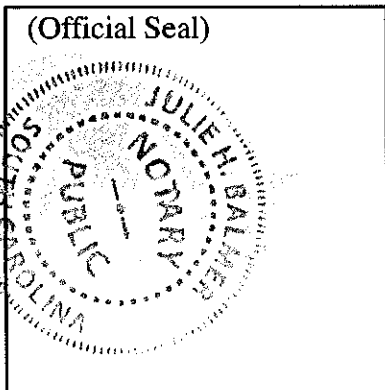
STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

I certify that the above person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: *General Counsel*

Date: *10/31/25*

Julie H. Balmer
Signature of Notary Public

Julie H. Balmer
Notary's printed or typed name
My commission expires: *4/4/29*



Notary seal or stamp must appear within this box

EXHIBIT A

Legal Description of the Property

The Land referred to herein below is situated in the County of New Hanover, State of North Carolina, and is described as follows:

PARCEL A:

LYING AND BEING SITUATE IN NEW HANOVER COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT ONE: BEING ALL OF THAT PROPERTY DESCRIBED IN A WARRANTY DEED FROM COURTLAND DEVELOPMENT, INC., TO THE GALLERIA AT WRIGHTSVILLE LIMITED PARTNERSHIP, DATED NOVEMBER 14, 1984, AND RECORDED IN BOOK 1271 AT PAGE 852 OF THE NEW HANOVER COUNTY, NC REGISTRY.

TRACT TWO: BEING ALL OF THAT PROPERTY DESCRIBED IN A WARRANTY DEED FROM OWEN G. KENAN, AND WIFE STERLING H. KENAN, AND R.S. DICKSON AND COMPANY, D/B/A RUDDICK INVESTMENT COMPANY, TO THE GALLERIA AT WRIGHTSVILLE LIMITED PARTNERSHIP, DATED JANUARY 14, 1987, AND RECORDED IN BOOK 1360 AT PAGE 427 OF THE NEW HANOVER COUNTY, NC REGISTRY.

TRACT THREE: BEING ALL OF THAT PROPERTY DESCRIBED IN A WARRANTY DEED FROM FRANKLIN G. LEE (SINGLE) AND ESTELL C. LEE (SINGLE) TO THE GALLERIA AT WRIGHTSVILLE LIMITED PARTNERSHIP, DATED MAY 30, 1985, AND RECORDED IN BOOK 1289 AT PAGE 588 OF THE NEW HANOVER COUNTY, NC REGISTRY.

TRACT FOUR: THE PROPERTY, WHICH INCLUDES 3-TRACTS, DESCRIBED IN A QUIT CLAIM DEED FROM FRANKLIN G. LEE AND ESTELL C. LEE TO THE GALLERIA AT WRIGHTSVILLE LIMITED PARTNERSHIP SAID QUIT CLAIM DEED RECORDED IN BOOK 1289 AT PAGE 592 OF THE NEW HANOVER COUNTY, NC REGISTRY.

TRACT FIVE: THE PROPERTY DESCRIBED IN A QUIT CLAIM DEED FROM COURTLAND DEVELOPMENT, INC., TO THE GALLERIA AT WRIGHTSVILLE LIMITED PARTNERSHIP RECORDED IN BOOK 1271 AT PAGE 855 OF THE NEW HANOVER COUNTY, NC REGISTRY.

TRACT SIX:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATE IN NEW HANOVER COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF THAT THAT CERTAIN TRACT OR PARCEL OF LAND DEPICTED AS PAR ID: R05713-011-021-000 RECOMBINED PORTION, CONSISTING OF 0.591 ACRES +/- ON THE MAP ENTITLED THE GALLERIA - PHASE 1" RECORDED IN MAP BOOK 67, PAGE 145 IN THE OFFICE OF THE REGISTER OF

DEEDS OF NEW HANOVER COUNTY.

TRACT SEVEN:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LOCATED IN THE CITY OF WILMINGTON, NEW HANOVER COUNTY, ON THE SOUTH SIDE OF WRIGHTSVILLE AVENUE, BEING A PART OF AND/OR ABUTTING THE LAND OF STATE STREET-GALLERIA, LLC AS DESCRIBED IN DEED BOOK 5755, PAGE 1339 AND LAND OF SSG-2, LLC AS DESCRIBED IN DEED BOOK 6091, PAGE 2401; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PK NAIL FOUND IN ASPHALT BEING SOUTH 24°14'14" WEST A DISTANCE OF 199.92 FEET TO A PK NAIL FOUND IN ASPHALT BEING THE NORTHWEST CORNER OF LOT 1 AS SHOWN ON MAP BOOK 40, PAGE 194 ON THE SOUTHERN MARGIN OF WRIGHTSVILLE AVENUE. SAID PK NAIL BEING NORTH 87°59'16" WEST ALONG THE SOUTHERN MARGIN OF WRIGHTSVILLE AVENUE (A VARIABLE WIDTH PUBLIC RIGHT OF WAY) A DISTANCE OF 214.93 FEET FROM AN EXISTING IRON PIPE LOCATED UNDERNEATH A SIDEWALK. SAID IRON PIPE BEING SOUTH 64°11'05" WEST A DISTANCE OF 477.72 FEET FROM N.G.S. MONUMENT "PILGRIM" WITH NORTH CAROLINA STATE GRID COORDINATES OF NORTH:173,498.67, EAST: 2355050.46 (NAD 1983(2011 NSRS));

THENCE WITH A LINE AS DESCRIBED IN DEED BOOK 5755, PAGE 1339 SOUTH 24°14'14" WEST A DISTANCE OF 105.68 FEET TO AN EXISTING STONE MONUMENT. SAID STONE MONUMENT BEING NORTH 64°49'40" WEST A DISTANCE OF 264.44 FEET FROM A STONE MONUMENT BEING THE COMMON CORNER OF LOTS 8 AND 9 OF BRADLEY ESTATES;

THENCE NORTH 64°49'40" WEST A DISTANCE OF 15.72 FEET TO AN IRON ROD SET BEARING THE NOTATION "R8P SE CORNER" ON THE BOUNDARY OF 886-1, LLC BEING 132.00 FEET EAST OF THE WESTERN BOUNDARY OF SAID PARCEL;

THENCE WITH THE BOUNDARY OF SSG-1, LLC BEING 132.00 FEET AND PARALLEL TO EXISTING STONE MONUMENTS ON THE WESTERN BOUNDARY OF SAID PARCEL AND AS SHOWN IN DEED BOOK 4392, PAGE 87 AS EXHIBIT "B" BEING A SURVEY BY E.W. SEARS, JR. DATED JUNE 29, 1951 NORTH 23°42'54" EAST A DISTANCE OF 98.65 FEET TO AN IRON ROD SET BEARING THE NOTATION "FABC SW CORNER" ON THE COMMON PROPERTY WITH LAND OF SSG-2, LLC;

THENCE WITH LAND OF SSG-2, LLC SOUTH 87°56'08" EAST A DISTANCE OF 17.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,653 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

TRACT EIGHT:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATE IN NEW HANOVER COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF THE PARCEL CONSISTING OF 0.07 ACRES AND DEPICTED AS "3,149 SQ. FT. 0.07 ACRES" ON THE MAP ENTITLED "RECOMBINATION SURVEY OF AIRLIE AT WRIGHTSVILLE SOUND" RECORDED IN BOOK 67, PAGE 17 IN THE OFFICE OF THE REGISTER OF DEEDS OF NEW HANOVER COUNTY.

PARCEL B:

TRACT 1

BEGINNING AT AN OLD IRON PIPE MARKING THE WESTERNMOST CORNER OF LOT NO. 16 OF THE DIVISION OF THE M.E. CHURCH PROPERTY AS SHOWN ON A MAP RECORDED IN MAP BOOK 2 AT PAGE 59 OF THE NEW HANOVER COUNTY REGISTRY, SAID CORNER ALSO BEING THE SOUTHERNMOST CORNER OF A TRACT OF LAND CONVEYED TO JOHN WESLEY THARPE BY C. H. POWELL AND RECORDED IN BOOK 157 AT PAGE 204 OF THE NEW HANOVER COUNTY REGISTRY; RUNNING THENCE FROM SAID BEGINNING POINT AND ALONG WITH SOUTHERN LINE OF SAID M.E. CHURCH PROPERTY SOUTH 42 DEG. 37 MIN EAST 273.7 FEET TO AN IRON PIPE IN THE WESTERN LINE OF THE DANIEL BRACEY TRACT OF LAND; RUNNING THENCE WITH SAID LINE SOUTH 40 DEG. 40 MIN. WEST 19.5 FEET TO AN OLD PIPE MARKING THE SOUTHWESTERN CORNER OF SAID DANIEL BRACEY TRACT OF LAND; RUNNING THENCE WITH SAID BRACEY'S SOUTHERN LINE SOUTH 43 DEG. 00 MIN. EAST 17.83 FEET TO AN IRON PIPE; RUNNING THENCE SOUTH 47 DEG. 35 MIN. WEST 149.6 FEET TO AN IRON PIPE LOCATED BETWEEN TWO OLD FENCES APPROXIMATELY IN THE EASTERN LINE OF THE FORMERLY DIVINE LINE NOW OWNED BY JOHN C. DREWERY; RUNNING THENCE APPROXIMATELY WITH SAID JOHN C. DREWERY'S LINE NORTH 46 DEG. 39 MIN. WEST 285.8 FEET TO A STONE MARKED "M.W.D." IN THE AFOREMENTIONED DIVINE LINE, THE SAME BEING THE WESTERN LINE OF A TRACT OF LAND FORMERLY OWNED BY HATTIE JAMES; RUNNING THENCE WITH THE FORMERLY DIVINE AND JAMES LINE AND GENERALLY ALONG AN OLD WIRE FENCE NORTH 42 DEG. 25 MIN. WEST 715.3 FEET TO ANOTHER OLD STONE MARKED "M.W.D." IN THE FORMERLY DIVINE AND JAMES LINE; CONTINUING THENCE SAME COURSE NORTH 42 DEG. 25 MIN. WEST 42.7 FEET TO A POINT IN THE SOUTHERN LINE OF U.S. HIGHWAY NO. 76 (50.0 FEET FROM ITS CENTERLINE); RUNNING THENCE WITH THE SOUTHERN LINE OF SAID HIGHWAY SOUTH 82 DEG. 36 MIN. EAST 638.0 FEET TO A POINT IN THE SOUTHERN LINE OF SAID HIGHWAY, THE SAME BEING A POINT IN THE WESTERN LINE OF A TRACT OF LAND CONVEYED TO J.W. THORPE AND WIFE BY C. H. POWELL AND WIFE AND RECORDED IN BOOK 184 AT PAGE 45 OF THE NEW HANOVER COUNTY REGISTRY; RUNNING THENCE WITH WESTERN LINE OF THE SAID J.W. THORPE TRACT OF LAND SOUTH 30 DEG. 54 MIN. WEST 231.0 FEET TO AN IRON PIPE IN AN OLD FENCE LINE, THE SAME BEING THE SOUTHWESTERN CORNER OF THE AFOREMENTIONED J.W. THORPE TRACT OF LAND; RUNNING THENCE WITH THE SOUTHERN LINE OF SAID THORPE LINE SOUTH 41 DEG. 56 MIN. EAST 100.0 FEET TO AN OLD STONE MARKED "T", THE SOUTHEASTERN CORNER OF THE AFOREMENTIONED THORPE TRACT OF LAND, THE SAME BEING THE SOUTHWESTERN CORNER OF THE PREVIOUSLY MENTIONED JOHN WESTLEY THARPE (J. W. THORPE) TRACT OF LAND; CONTINUING THENCE WITH THE SOUTHERN LINE OF SAID THARPE (THORPE)TRACT OF LAND SOUTH 41 DEG. 56 MIN. EAST 95.3 FEET TO THE POINT OF BEGINNING CONTAINING 5.8 ACRES, MORE OR LESS, AND SITUATED NEAR MACUMBERS STATION NEAR WRIGHTSVILLE SOUND, THIS BEING THE SAME LAND AS WAS CONVEYED TO C.H. POWELL BY A. P. SOUTHERLAND AND V. SIDBURY BY DEED RECORDED IN BOOK 125, PAGE 355 AND DEED RECORDED IN BOOK 155 PAGE 157
