

**DECLARATION OF COMMON AREA AND COMMON STRUCTURE
MAINTENANCE AGREEMENT**

Prepared By and Return To: Rizzo & Blackburn, PLLC, PO Box 2676, Surf City, NC

THIS DECLARATION OF COMMON AREA AND COMMON STRUCTURE MAINTENANCE AGREEMENT (the "Declaration"), is made and entered into this 13 day of September, 2023, by WELLMAN'S CONSTRUCTION, INC., a North Carolina corporation (the "Declarant.")

WITNESSETH:

WHEREAS, Declarant is the owner of that certain parcel of land more particularly described on EXHIBIT A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Property shares a common yard, a party wall, common roofline, and/or other common structures located thereon (the "Common Structures and Areas") more particularly described on Exhibit A attached hereto; and

WHEREAS, the Declarant desires to establish this Declaration for the purpose of protecting the value and desirability of the Property and to avoid future disputes regarding the same between Owners of the Property; and

NOW, THEREFORE, the Declarant does hereby declare that this Declaration shall be binding upon Owners of the Property, their successors in interests and/or assigns and the Property shall be held, sold and conveyed pursuant to the conditions listed below:

1. **SHARING OF REPAIR AND MAINTENANCE.** From time to time it will be necessary to provide maintenance to the Common Structures and Areas. The cost of reasonable repair and maintenance of the same shall be shared by the Owners equally.

For their mutual benefit, Owners shall maintain the Common Structures and Areas of their property, by causing the same to be maintained and repaired at reasonable times and places in a manner suitable to all Owners, including the selection of paint colors or other matters that may mutually affect the other. Owners shall also maintain the common

exterior areas of the Property in a neat and tidy condition and shall promptly remove scattered trash and debris which can accumulate in such areas from time to time.

Owners shall share in expenditures for said maintenance or repair prior to any such expense being incurred by the Owners. If an Owner proceeds with repair or maintenance without the express written approval of other Owners; then in such event, the Owner proceeding without approval shall be solely responsible for the cost of the maintenance and/or repair work. If Owners are unable to agree on the cost of repair and/or maintenance; then in such event, the Owner who disagrees with the cost presented may obtain a separate quote for the work needed. If after obtaining a second quote, the Owners are unable to agree on the terms of the work to be performed, then in such event, they shall hire a neutral party to obtain a third quote, with the lower of the three quotes to carry on in performance of the maintenance or repair work.

2. **GENERAL RULES OF LAW TO APPLY.** The Common Structures and Areas are part of the Property and the general rules of law regarding common structures, and/or common areas and of liability for property damage due to negligence or willful acts or omissions to the same, shall apply thereto.
3. **ENFORCEMENT.** Owners shall have the right to enforce, by any proceeding at law or in equity, all conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.
4. **AMENDMENT.** All Owners may, by unanimous consent, alter or amend this Declaration at any time by written amendment which shall be prepared and executed with the same formalities as this Declaration and recorded upon the public records in the County in which the Property lies.
5. **BINDING.** This Declaration shall be binding and shall inure to the benefit of 126 Seagull Lane (Lot 2A and Lot 2B), North Topsail Beach, NC, to any and all successors in title hereafter and shall be appurtenant to and shall run with the land.

IN WITNESS WHEREOF, the Declarant hereunto sets his hand and seal as of the day and year first above written.

DECLARANT:

WELLMAN'S CONSTRUCTION,
INC., a North Carolina corporation

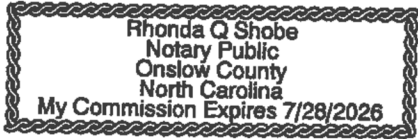


David W. Wellman, Its President

STATE OF NORTH CAROLINA, PENDER COUNTY

Personally appeared before me, the undersigned Notary Public in and for the State of North Carolina, Onslow County, on this 13th day of September, 2023, DAVID W. WELLMAN, President of Wellman's Properties, Inc., a North Carolina corporation, personally appeared before me with authority vested in him and as the act of the aforementioned corporation duly executed the foregoing instrument.

[OFFICIAL SEAL]



Rhonda Q Shobe
Notary Public Signature
Printed Name: Rhonda Q Shobe
My Commission Expires: 07-28-2026

