

FILED Nov 15, 2021 12:18 pm	FILED
BOOK 01406	VANCE
PAGE 0180 THRU 0184	COUNTY NC
INSTRUMENT # 04994	CASSANDRA D. NEAL
RECORDING \$26.00	REGISTER
EXCISE TAX (None)	OF DEEDS
	JJS

PREPARED BY AND RETURN TO:**Stainback, Satterwhite & Zollicoffer, PLLC – Michael E. Satterwhite****STATE OF NORTH CAROLINA
COUNTY OF VANCE****DOCK MAINTENANCE AGREEMENT**

THIS DOCK MAINTENANCE AGREEMENT (the "DMA") is made and entered into this 2nd day of November, 2021 by **ALLISON M. RIVERS** ("Rivers") whose address is 101 Fernwood Creek Court, Henderson, NC 27536.

W I T N E S S E I H:

WHEREAS, Rivers is the owner of a community dock (the "Dock") on the waters of the Kerr Reservoir adjacent to Joshua's Landing Subdivision (the "Subdivision"); and

WHEREAS, the Dock is permitted by the United States of America acting through the Department of the U.S. Army Corp of Engineers ("USACE") as Permit Number 3193, Tract M-1223 (the "Permit"); and

WHEREAS, the Dock contains ten (10) dock slips (the "Slips") as shown on Exhibit "A" attached hereto; and

WHEREAS, it is Rivers' intent to transfer the Slips to various owners of lots in the Subdivision or properties adjacent to the Subdivision (the "Lots" or "Properties") by joining in the deeds of conveyance to the Properties or by separate document to be entitled Dock Slip Assignment; and

WHEREAS, conveyance of Dock Slips shall be subject to the terms and provisions of this DMA.

NOW, THEREFORE, Rivers and the assignees of the Dock Slips hereby agree that the Dock will be maintained as follows:

1. Rivers has established a Non-Profit Corporation, denominated as Joshua's Landing Community Dock Association, Inc. (the "Association") consisting of Rivers as the Owner of the Dock Slips and all subsequent assignees of Dock Slips.

2. The members of the Association shall be the owner/assignee of the Dock Slips with one (1) vote being assigned to each Dock Slip for a total of ten (10) votes.

3. The Association shall be responsible for the maintenance, repair, replacement, improvement and expansion of the Dock as well as the maintenance of the access path or paths, drainage and property insurance on the Dock (the "Maintenance Requirements").

4. All decisions as to the Maintenance Requirements shall be made by the President of the Association and will be appointed by the incumbent Board of Directors of the Association. The Board of Directors shall be elected by a majority vote of the Association Members at an annual meeting of the Association to be held at the Dock on the 1st Monday of April of each year.

5. The costs of the Maintenance Requirements shall be prorated among the owners/assignees on the basis of the number of Dock Slips owned.

6. The Association is authorized and empowered to levy annual assessments against the Lots or Properties that have been assigned a Dock Slip to defray the costs for the Maintenance Requirements, on an annual basis as determined by the Managers, on or before the date of the Annual Meeting. The annual assessment is due and payable on or before June 1st of each year.

7. If any annual assessment is not paid on or before June 1st of each year, the amount of such assessment (together with interest computed at the simple rate of eight [8%] percent per annum from and after the due date thereof) and any cost of collection including reasonable attorney's fees, if any, shall, at the option of the Managers, constitute and become a lien upon said Lot as of the due date thereof upon the filing of notice thereof with the Vance County Clerk of Superior Court (which notice shall be filed

within one hundred twenty (120) days from the due date of the assessment). In such instance, the services rendered by the Association for the benefit of such lot and for which an assessment is levied shall be deemed to have been performed on the due date of such assessment and to "improve" the subject Lot and/or create an "improvement" thereon as defined in Chapter 44A, of the North Carolina General Statutes; the lien arising therefrom shall constitute a "lien of mechanics, laborers, and materialmen dealing with the Owner", and such lien may be perfected and enforced pursuant to the provisions of said statute. The lien created hereby shall not, however, be superior to any mortgage or Deed of Trust recorded prior to filing of the Notice of Claim of Lien or any other statutory lien having priority or otherwise provided by law. Any action to enforce said lien may, at the Association's option, include a prayer for collection of assessments levied against the Lot since the filing date of the Notice of Claim of Lien. The Association may purchase the property at any sale thereof contemplated under Section 44A of the General Statutes of North Carolina.

8. Upon request, the Association shall furnish a statement certifying that all assessments being due have been paid or indicating the amount then due.

9. Invalidity of any of the provisions hereof by my judgment or court order shall in no way affect any of the other provisions which shall remain in full force or effect.

10. The provisions of the DMA shall run with the title to the Lots or Properties which have been assigned a Dock Slip for a period of thirty (30) years from the date of this DMA and shall be automatically extended for an additional periods of ten (10) years, unless an instrument signed by seven (7) of the owners of the Dock Slips has been recorded in which it is agreed otherwise.

11. Rivers shall assign the Permit to the Association simultaneously with the recordation of the DMA.

IN WITNESS WHEREOF, Rivers has caused this DMA to be executed effective the day and year first above written.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SEE ATTACHED SIGNATURE AND NOTARY PAGE]

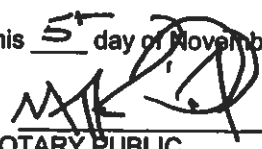
IN WITNESS WHEREOF, Rivers has caused this DMA to be executed effective the day and year first above written.

 (SEAL)
ALLISON M. RIVERS

**STATE OF NORTH CAROLINA
COUNTY OF VANCE**

I, a Notary Public of said county and state aforesaid, do hereby certify that **ALLISON M. RIVERS** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

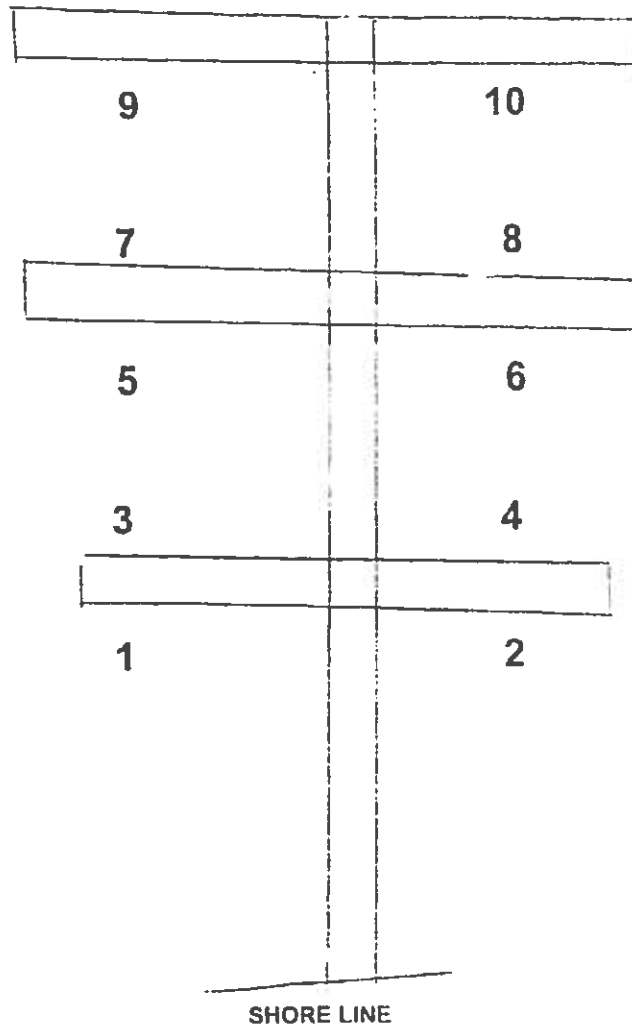
WITNESS my hand and notarial seal, this 5th day of November, 2021.


NOTARY PUBLIC

My Commission Expires: 5.25.22



EXHIBIT "A"

MAP OF
JOSHUA'S LANDING COMMUNITY DOCK

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.