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BY: STEPHANIE PEREZ  
DEPUTY



2023014113  
NEW HANOVER COUNTY, NC  
MORGHAN GETTY COLLINS  
REGISTER OF DEEDS

NC FEE \$26.00

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,  
RESTRICTIONS, PROPERTY OWNERS ASSOCIATION AND LIMITATIONS RUNNING WITH  
THE LAND FOR PRESERVATION POINT SUBDIVISION

This Amendment to Restrictive Covenants entered into this 24th day of April, 2023, by PRESERVATION POINT PARTNERS, LLC (hereinafter, "Declarant") and all Private Boat Slip Owners of "Preservation Point" Subdivision, as shown in Plat Book 69 at Pages 179-190 of the Hanover County, South Carolina Public Registry (herein "Subdivision");

WITNESSETH:

WHEREAS, the undersigned was the subdivider and sole Owner of all Private Boat Slips within the Subdivision; and

WHEREAS, the, undersigned, Declarant placed restrictive covenants which are appurtenant to the properties that comprise the Subdivision, which said restrictive covenants are recorded in Deed Book 6876 at Pages 976, and amended at 6478, Page 861, both of the aforesaid Registry; and,

WHEREAS, the Restrictive Covenants placed by the Declarant create a Homeowners Association, Road Maintenance Obligations, control over Common Property which are appurtenant to the properties that comprise the Subdivision, which said restrictive covenants are recorded in Deed Book 6876 at Page 976 and amended at Deed Book 6478, Page 861 both of the aforesaid Registry; and,

WHEREAS, the Declarant is still in control of The Preservation Point Property Owner's Association, Inc. (hereinafter, "Association") and pursuant to 9.2 of the aforementioned Restrictive Covenants is empowered to amend such declaration as it may deem necessary; and,

WHEREAS, further development required further amendment to those Restrictive Covenants as mentioned above.

NOW, THEREFORE, for valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Undersigned Declarant hereby amends the herein referenced Restrictive Covenants as follows:

1. Paragraph 3.32 shall be added to the aforementioned restrictive covenants recorded in Deed Book 6376 at Page 976 as amended in Deed Book 6478 at Page 861 as follows:

**RETURN TO** *Preservation Point Partners*

- 3.32 PRIVATE SLIPS. Private Slips shall be used solely by the Property Owner on record or their guests.
- (a) Marsh Front Lot Owners shall not be allowed to apply for private pier or dock for the marsh front Lot. The rights to such docks were given away by the Developer in order to permit the community's marina and boat slips.
  - (b) Private Slips may only be transferred to or purchased by a Lot Owner of the Subdivision.
  - (c) If the owner of the Private Slip conveys their Lot and does not own any other Lots within the Subdivision, the Private Slip(s) shall convey with that Lot.
2. Paragraph 6.1(d) shall be added to the aforementioned restrictive covenants recorded in Deed Book 6376 at Page 976 as amended in Deed Book 6478 at Page 861 as follows:
- 6.1(d) DRAINAGE EASEMENT. Declarant hereby reserves unto Declarant, its heirs, successors and assigns, a drainage easement running from Tidal Lane, 30 foot in width to a 20' wide easement along the eastern border of Lot 10 and along and under the landscaping berm making up the northern border of Lots 10 through 7 as shown in Exhibit A attached hereto and continuing at 20 foot in width along and under the landscaping berm along the northern borders of Lots 6 through 1, continuing along and under the landscaping berm to the Lot identified as the "Commercial Outparcel Lot", thence turning southeast, then southwest to the wetlands as shown on Exhibit B attached hereto with Exhibit A and Exhibit B incorporated for a more particular description, with the rights and privileges and easements over, under, upon, through and across the described easement area for the purpose of construction and maintenance of waterflow and drainage of the Property.
3. ARTICLE TWELVE shall be added to the aforementioned restrictive covenants recorded in Deed Book 6376 at Page 976 as amended in Deed Book 6478 at Page 861 as follows:

ARTICLE TWELVE  
PRESERVATION POINT MARINA OWNERS ASSOCIATION

- 12.1 MEMBERSHIP. All persons or entities that purchased a Private Boat Slip shall become members of the PRESERVATION POINT MARINA OWNERS ASSOCIATION, INC. (MOA) at the time of closing on the Private Boat Slip.
- (a) To qualify for owning a Private Boat Slip, the owner must own a Lot or Townhome in the Subdivision. The Private Boat Slip may only be sold to another Lot Owner or Townhome owner. If the owner of the Private Boat Slip sales its Lot or Townhome, the Private Boat Slip, unless otherwise appropriately transfer, must transfer at time of Sale.
  - (b) Each Member shall have one vote only, regardless of whether the Private Boat Slip is owned by multiple title holders owning jointly. Each Community Slip, if any, shall have one vote to be voted on by the Board of the Association.
  - (c) The Declarant and its successors are all members of the MOA until all Private Boat Slips are sold.

- 12.2 CONTROL BY DEVELOPER. Declarant shall have the absolute authority to control the MOA as long as they own at least one Private Boat Slip. Declarant may relinquish control of the MOA earlier in Declarant's sole discretion. Members of the MOA, including Declarant after control is relinquished, are entitled to one vote per Private Boat Slip owned. So long as Declarant owns at least one Private Boat Slip in the Property, they may assign the Declarant rights at their discretion. Declarant may establish by a separate document, rules governing the affairs of the MOA. Once the Declarant has relinquished control, the MOA, except as specifically set forth herein, may amend those rules by a seventy five percent (75%) approval by a quorum of members, or alternatively establish rules governing said MOA with a seventy-five percent (75%) approval by a quorum of members, if Declarant fails to establish those rules.
- 12.3 MEETING. An MOA meeting shall be called and convened each year at some time during the months of July through August after Declarant has relinquished control of the MOA. Declarant, or an assigned representative, shall preside as temporary chairman at the first MOA meeting and shall serve as the Board of Directors until such time as the Declarant no longer has control or has relinquished control, at which time a special meeting shall be called and a new Board of Directors shall be elected. Written notice of any meeting called shall be sent to all MOA members not less than thirty days or more than sixty days in advance of the meeting. At the meetings the presence of members either in person or by proxies entitled to cast fifty percent of all votes shall constitute a quorum. No quorum shall be required for the Declarant to relinquish control of the MOA to a newly elected Board.
- (a) The acts approved by a majority of those present at a meeting either in person or by proxies at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration or By-Laws.
- 12.4 ASSESSMENTS. The annual MOA assessment shall be **Two Thousand and no/100 Dollars (\$2,000.00)** per Private Boat Slip or Community Boat Slip, per year.
- (a) The Association shall pay to the MOA the annual assessment for each Community Slip available to Lot Owners.
- (b) This amount may be reviewed by the MOA on an annual basis and may be increased, or decreased, as necessary to meet the needs as described herein. Any increase up to ten percent annually may be made by a seventy-five percent of the Board during the first five years after the Declarant has relinquished control of the MOA. Any increase more than ten percent (10%) in a given year. must be approved by a vote of seventy-five percent of Private Boat Slip Owners. Subsequent to the five year period, future increased may only be approved by a vote of seventy-five percent of Private Boat Slip Owners.
- (c) The Private Boat Slip Owners of each Private Boat Slip owned within the Property, by acceptance of deed, therefore, hereby covenants, whether or not it shall be so expressed in such deed, and is deemed to covenant and agree to pay the MOA's annual assessments and special assessments subject to the terms of this paragraph.
- (d) Declarant and later the MOA shall keep the Assessment funds in an escrow account, and keep an accurate accounting of how this money was used. Any funds in this escrow account, upon Declarant relinquishing this responsibility to the MOA, shall be turned over to the MOA.

(e) Annual assessments are due the 1st day of January of each new calendar year.

(f) No Private Boat Slip(s) within the Preservation Point Marina that are owned by the Declarant, or one of their affiliate companies, shall be assessed the yearly dues until said Private Boat Slip(s) have been sold and conveyed by the Declarant.

12.5 ASSESSMENT PURPOSE. Annual assessments shall be used for insurance premiums, taxes, utility fees and improvements, maintenance, cleaning and caring of the Docks regardless of whether the Declarant or the MOA owns the Docks, or other purposes the Declarant desires to use said assessments for that exclusively promote the recreation, health, safety and welfare of the residents in the subdivision; provided, however, the maintenance of Docks and the payment of the insurance described above shall be given absolute priority over any other use of the Assessments that may be determined by the MOA at a later date.

(a) Insurance shall be obtained by the MOA covering all 98 boat slips

12.6 SPECIAL ASSESSMENTS. Special assessments may be made for any lawful purpose by the approval of seventy-five percent of the MOA membership at the meeting once a quorum is established.

12.7 DELINQUENT ASSESSMENTS.

(a) If the annual or special assessments, or assessments for maintenance of Docks, are not paid on or before thirty days after the date when due, then such assessment shall become delinquent and shall, together with interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. If the MOA files a claim of lien on the public records of New Hanover County, against any Private Boat Slip, a lien fee shall be added to the unpaid assessment and secured by the lien hereby created.

(b) If the annual assessment is not paid within thirty days after the date when due, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent per annum, or the maximum allowed by law. The MOA may bring an action of law against the Owner personally obligated to pay the same, or to foreclose the lien against the property, in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment interest as provided herein together with the costs of the action and collection of the assessment, including a reasonable attorney's fee and costs and fees on appeal. Reasonable attorney's fees and costs of collection shall be recoverable whether or not suit is brought. In addition, if the annual assessment is not paid within thirty days after the date when due, then the Owner shall lose right to use of the Docks and/or assigned slips until such time as assessments are paid in full.

(c) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Private Boat Slip shall not affect the assessment lien; however, the sale or transfer of any Private Boat Slip pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Private Boat Slip owner from liability for any assessment thereafter

becoming due or from the lien thereof.

- (d) The MOA shall upon demand at any time furnish to any Private Boat Slip owner liable for said assessment a certificate in writing and in recordable form, signed by an officer of the MOA, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

## 12.8 INSURANCE.

- (a) The Declarant shall obtain a public liability policy applicable to the Docks covering the MOA and its members for all damage or injury caused by the negligence of the MOA or any of its members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least one million dollars (\$1,000,000.00). The MOA shall be responsible to ensure this policy stays intact once the Docks turned over to the MOA.
- (b) Insurance coverage obtained by the MOA shall be written in the name of the MOA, as trustee, for the respective benefitted parties, as further identified in subparagraph (ii) below. Such insurance shall be governed by the provisions hereinafter set forth;
  - (i) All policies shall be written with a company licensed to do business in North Carolina;
  - (ii) Exclusive authority to adjust losses under policies obtained by the MOA shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto;
  - (iii) In no event shall the insurance coverage obtained and maintained by the MOA hereunder be brought into contribution with insurance purchased by individual Private Boat Slip Owners, occupants, or their Mortgagees, and the insurance carried by the MOA shall be primary;
  - (iv) All casualty insurance shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with dock construction in the county where the property is located;
  - (v) The Board shall be required to make every reasonable effort to secure insurance policies that provide for the following;
    - (1) a waiver of subrogation by the insurer as to any claims against the MOA, the MOA's manager, the Owners and their respective tenants, servants, agents, and guests;
    - (2) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
    - (3) a provision that no policy may be canceled, invalidated, suspended or subjected to non-renewal on account of any one or more individual Owners;
    - (4) a provision that no policy may be canceled, invalidated, suspended, or subjected to non-renewal on account of any defect or the conduct of any director, officer, or employee of the MOA or its duly authorized manager without prior demand in writing delivered to the MOA to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the MOA, its manager, any Owner or Mortgagee;

- (5) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
- (6) that no policy may be canceled or substantially modified or subjected to non-renewal without at least thirty days prior written notice to the MOA.

(c) Each Owner covenants and agrees that in the event of damage and destruction of structures on their Private Boat Slip(s), Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, unless a determination not to rebuild is made. The Owner shall pay all costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed and a determination is made not to rebuild or to reconstruct, Owner shall clear the Private Boat Slip of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Private Boat Slip in a neat and attractive condition consistent with the community-wide standard.

12.9 REPAIR AND RECONSTRUCTION. In the event of damage to or destruction of all or any part of the Dock as a result of fire or other casualty, unless at least seventy five percent (75%) of the Private Boat Slip Owners, vote not to proceed with the reconstruction and repair of the structure, the MOA or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the damaged structures.

- (a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Dock, the MOA shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the MOA determines to be necessary.
- (b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the MOA, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Private Boat Slip Owners and the Association to the extent it owns Community Slips, without the necessity of a vote of the members. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Property to be used as directed by the Board.
- (c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the structures were originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications are approved by the MOA.
- (d) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the MOA from assessments against Private Boat Slip owners, if any, on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph to be disbursed by the MOA in appropriate progress payments to such

contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the MOA.

- (e) Tree and Debris damage on Private Boat Slip. Private Boat Slip Owner(s) shall proceed promptly to remove all damaged or fallen trees, floating debris from the Private Boat Slip area.

- 12.10 ADVERTISEMENT OF REMAINING PRIVATE BOAT SLIPS. Until such time as Developer has sold all available Private Boat Slips, the Developer may advertise the availability of such Boat Slips by placing a sign between the outside of the gate to the Property to the public road.
- 12.11 SALE OF PRIVATE BOAT SLIPS. Within thirty days after receiving title to a Private Boat Slip, the purchaser of the Private Boat Slip shall give the MOA written notice of their Ownership of the Private Boat Slip(s). Upon failure of an Owner to give the required notice within the thirty-day time period provided herein, the MOA may levy fines against the Private Boat Slip and Owner thereof, and assess the Owner for all costs incurred by the MOA in determining their identity.
- 12.12 SECURITY. The Declarant or MOA may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Property; however, each Owner, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the MOA is not a provider of security and shall have no duty to provide security on the Property. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide security shall lie solely with each Private Boat Slip owner. Neither the Declarant nor MOA shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.
- 12.13 ESCROW ACCOUNT. All funds collected are required to be held in an escrow account under these covenants.
- 12.14 DECLARANT'S RIGHT TO ASSESSMENTS. So long as Declarant owns and/or maintains the Dock, Declarant shall have the right to the proceeds collected by the MOA from any and all Assessments to pay for the maintenance, taxes and insurance of the Dock. In the event the MOA fails to reimburse or pay, on demand, the Declarant the amounts necessary as set forth above, the Declarant shall have the right, by written notice to each Private Boat Slip owner, to instruct that all further Assessments be paid to Declarant in lieu of the MOA, and to enforce non-payment of Assessments by Private Boat Slip owners in such an event in the manner set forth above.

This agreement contains the entire agreement between the parties hereto with respect to amendment of the restrictive covenants referenced herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

**DECLARANT:**

PRESERVATION POINT PARTNERS, LLC,  
A Tennessee Limited Liability Company

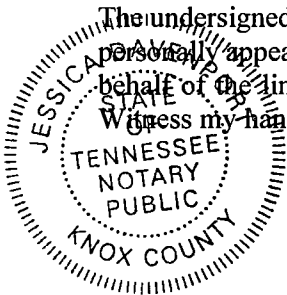
By:   
Scott Rye, Managing Member

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STATE OF TENNESSEE

COUNTY OF KNOX

The undersigned, a Notary Public for said County and State, does hereby certify that SCOTT RYE, personally appeared before me this day and acknowledged execution of the foregoing instrument on behalf of the limited liability company, as Managing Member under his duly granted authority. Witness my hand and official stamp or seal on June 1, 2023.

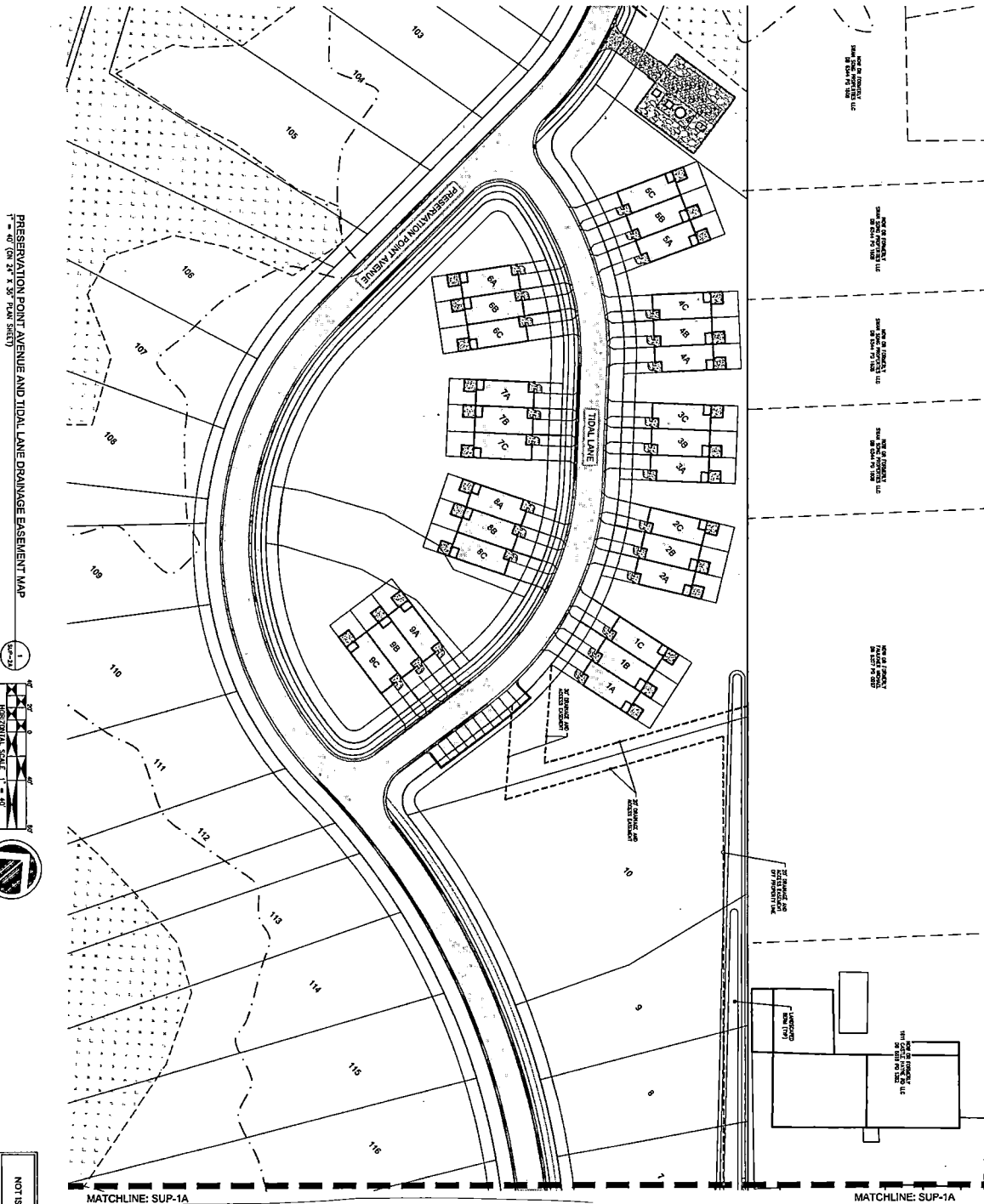


  
Notary Public

My Commission Expires: 02/28/27

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# EXHIBIT A



PRESERVATION POINT AVENUE AND TIDAL LANE DRAINAGE EASEMENT MAP  
 1" = 40' (ON 24" X 36" PLAIN SHEET)



NOT ISSUED FOR CONSTRUCTION  
 BEFORE YOU DIG, CALL  
**North Carolina**  
 811  
 1-800-4-A-DIG

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.

|                           |      |
|---------------------------|------|
| APPROVED FOR CONSTRUCTION | DATE |
| CHECKED BY                | DATE |
| DESIGNED BY               | DATE |

DEVELOPER  
 PRESERVATION POINT  
 PARTNERS, LLC  
 5827 COBBLER RD. STE 1  
 KNOXVILLE, TN 37932

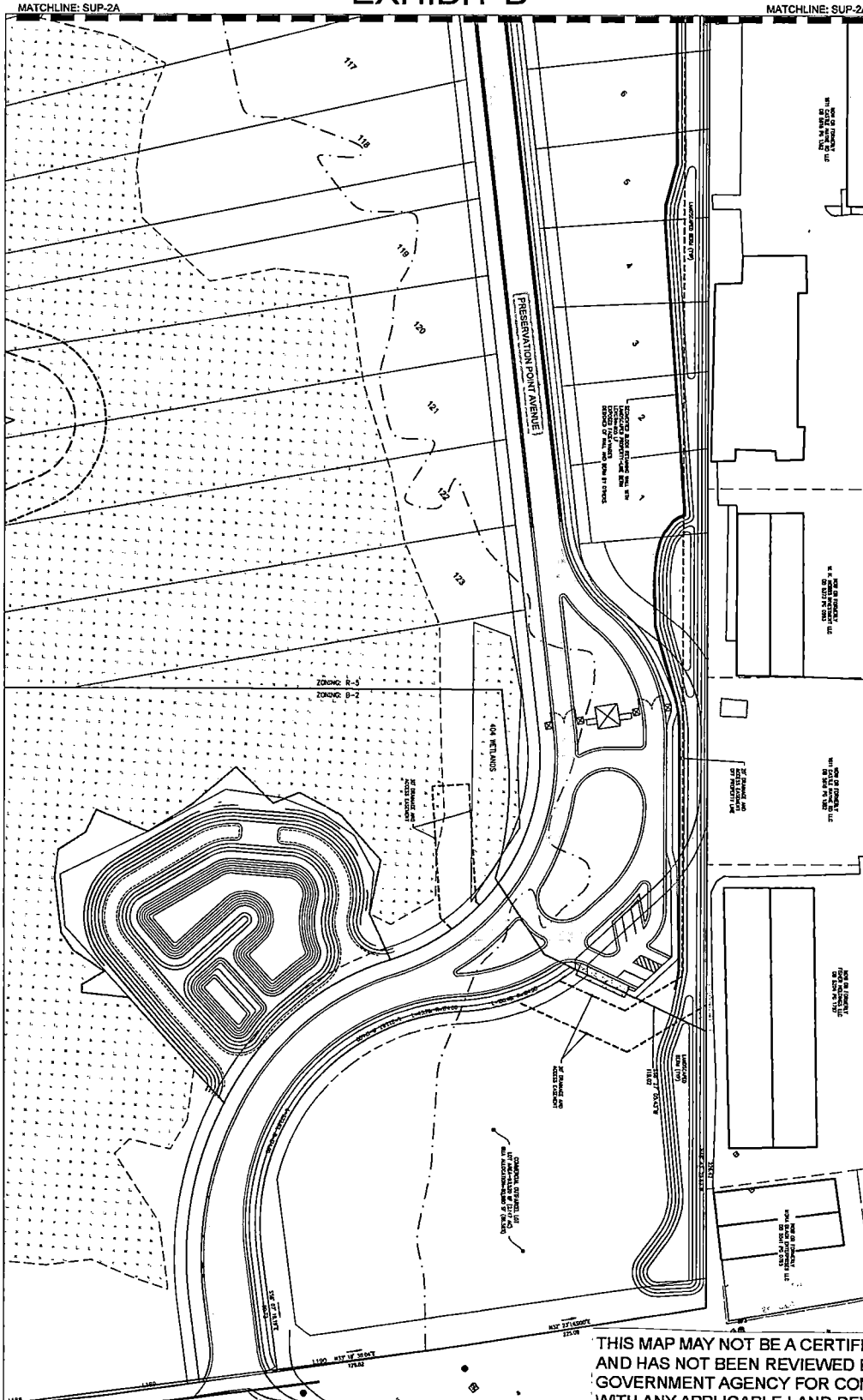
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**PRESERVATION POINT**  
 NEW HANOVER COUNTY

**PRESERVATION POINT AVENUE  
 AND TIDAL LANE  
 STORMWATER EASEMENT MAP**

**OLD Engineering, PLLC**  
 10000 Old Highway  
 Suite 100  
 Raleigh, NC 27613  
 Phone: 919-234-1234  
 Fax: 919-234-1235  
 Email: info@old-engineering.com  
 Website: www.old-engineering.com

# EXHIBIT B



PRESERVATION POINT AVENUE DRAINAGE EASEMENT MAP  
 1" = 40' (ON AT 1:25 SCALE SHEET)



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.

NOT FOR CONSTRUCTION  
 BEFORE YOU DIG, CALL  
**North Carolina**  
 811

**PRESERVATION POINT**  
 NEW HANOVER COUNTY

**PRESERVATION POINT AVENUE  
 DRAINAGE EASEMENTS MAP**



**CJD Engineering, PLLC**  
 7000 N. 11th Street, Suite 100  
 Raleigh, NC 27605  
 Tel: 919.234.0000  
 Fax: 919.234.0001

**DEVELOPER**  
 PRESERVATION POINT  
 PARTNERS, LLC  
 9827 COGDL RD. STE 1  
 KNOXVILLE, TN 37922

| REV | DATE | DESCRIPTION | BY |
|-----|------|-------------|----|
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**SHEET**  
 SUP-1A

MORGHAN GETTY  
COLLINS  
Register of Deeds

# New Hanover County

## Register of Deeds

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



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State of North Carolina, County of NEW HANOVER  
Filed For Registration: 06/08/2023 02:35:46 PM  
Book: RB 6644 Page: 1036-1046  
11 PGS \$26.00  
Real Property \$26.00  
Recorder: STEPHANIE PEREZ  
Document No: 2023014113

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**DO NOT REMOVE!**

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