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NEW HANOVER COUNTY,

TAMMY THEUSCH PIVER

REGISTER OF DEEDS

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ELECTRONICALLY RECORDED

COVER SHEET

Declaration of Covenants, Conditions and Restrictions

Declarant: Legacy Pointe, LLC, a North Carolina Limited Liability Corporation

Record Owners: Joshua L. Glover and Heather Danielle Glover

Prepare by and Return to: Fuss Law Firm, PC

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS OF LEGACY POINTE

THIS DECLARATION made this the 28th day of June, 2021 by Legacy Pointe, LLC, a North Carolina limited liability company its principal place of business being located at 1613 W. Roosevelt BLVD, Monroe North Carolina, 28110, hereinafter referred to as "Declarant" and Joshua L. Glover and spouse Heather Danielle Glover, record Owners of Lots 5 and 6 of Legacy Pointe.

KNOW ALL MEN BY THESE PRESENTS:

THAT, Declarant is the fee simple owner of that tract of real property being located in Masonboro Township, New Hanover County, North Carolina, and being:

BEING Tracts 1 and 2, as shown on a map of Recombination titled "Cardinal Point, LLC Wendt Tracts" recorded in Book 69, Page 147 in the Office of the Register of Deeds for New Hanover County, North Carolina and all of the built up and accreted land lying between the uplands described in Book 1702, Page 142, New Hanover County Registry, and the bulkhead lying to the east of the uplands as bounded by the northern and southern boundary lines of the parcel.

TOGETHER WITH all of the submerged lands lying between The Intracoastal Waterway and the lands described as Tracts 1 and 2 as shown on a map of Recombination titled "Cardinal Point, LLC Wendt Tracts" recorded in Book 69, Page 147 in the Office of the Register of Deeds for New Hanover County, North Carolina.

WHEREAS, Declarant desires to establish certain restrictions, covenants, conditions and easements with respect to the hereinabove described tracts of real property for the purposes of protecting the value and desirability of, and which shall run with said properties, and which shall be binding on all persons and entities, including the Declarant, having any right, title or interest in the hereinabove described real properties or any portions thereof, their grantees, heirs, devisees, successors and assigns, and which shall inure to the benefit of each owner thereof;

NOW THEREFORE, with respect to all of the hereinabove described real property and for the purposes stated hereinabove, Declarant does hereby declare that all of the hereinabove described real properties shall henceforth be held, sold, and conveyed subject to the following COVENANTS, CONDITIONS AND RESTRICTIONS:

ARTICLE I.

DEFINITIONS:

For the purposes of these Articles the following definitions shall apply:

A. ASSOCIATION: Shall mean and refer to the Legacy Pointe HOA, Inc., a nonprofit North Carolina corporation, the Articles of Incorporation for which are recorded with the Secretary of State of North Carolina, the provisions of said Articles of Incorporation being incorporated herein by reference.

B. MEMBER: Shall mean and refer to each and every person and entity who owns a Lot in the subdivision of Legacy Pointe..

C. LOT: Shall mean and refer to any one of those eight (8) parcels of real property which have been subdivided from the hereinabove described real property, as depicted on the Final Plat for **Legacy Pointe**, recorded at Map Book 69 Page 346 in the Office of the Register of Deeds for New Hanover County and which are intended for single-family residential purposes only, as set forth hereinbelow, and which are designated on the Legacy Pointe plat hereinabove referenced by the Numbers 1 through 8 , and the “ Rec Area’ common area, subject to the special restrictions, conditions, and covenants applicable to the ‘Rec Area “ as stated hereinbelow. Lots, if recombined as set forth below, shall result in one Lot.

D. PROPERTY: Shall mean and refer to all of that real property described hereinabove, and known collectively as Legacy Pointe as shown upon the map thereof referred to hereinabove, as well-as such additions thereto as may hereafter be brought within the jurisdiction of the Association.

E. OWNER: Shall mean and refer to the owner or holder (by purchase, devise, inheritance decree or otherwise) whether one or more persons or entities of a fee simple title to or interest in any lot, including Declarant , but excluding those having such interests merely as security for the performance of an obligation or the payment of an indebtedness.

F. COMMON AREAS: Shall mean and refer to any and all property, whether real or personal, which is owned by the Association for the common use and enjoyment of the owners, as well as any and all property, whether real or personal, whether owned by the Association or not, which the owners have a mutual or common right or privilege to use and enjoy as provided by this Declaration as well as any amendment hereto.

G. BOAT SLIP. Shall mean and refer to the seven boat slips depicted on Exhibit B attached hereto and which are located on Lots 7 and 8 in Legacy Pointe. Said slips are assigned to specific Lot Owners for their exclusive use and enjoyment , subject to the terms of this Declaration.

ARTICLE II.

USE RESTRICTIONS:

The following use restrictions shall apply to lots:

- A. All lots shall be single-family residential lots, and shall be used for single-family residential purposes only.
- B. Business Activities prohibited, with home office exceptions Prohibited: Any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration (a “Business”), except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or

smell from outside the Lot; (b) the activity does not involve regular visitation of the Lot by clients, employees, agents, customers, suppliers, or other business invitees, delivery services, or door-to-door solicitation of residents of the Property; and (c) the activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

C. No trailer, tent or other structure of a temporary character shall be placed or stored upon any lot at any time unless the same is completely screened from view from any street or other lot; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of a single family residential dwelling, it being clearly understood that such temporary shelters may not, at any time, be used as residences or permitted to remain on any lot after the completion of said construction.

D. Prior to the occupancy of a single-family residence on any lot, proper and suitable provision shall be made for the disposal of sewage by means of connecting to the available public water and sewer service with the applicable public authority.

E. Each lot owner shall prevent the development of any unclean, unsightly or unkempt conditions of any buildings or grounds on his lot which would tend to substantially decrease the beauty of any of the property or diminish or destroy the enjoyment of other lots by the owners thereof. This restriction includes, but is not limited to, the prohibition of the storage on any lot of anything unclean, unsightly or unkempt.

F. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Declarant or any owners.

G. No animals, other than domesticated pet dogs, cats and birds, may be kept or housed on any lot or any structure thereon.

H. No sign of any character shall be displayed on any lot except for one of the following:

(i) a temporary standard "For Sale" sign which shall not exceed in size a total of six (6) square feet; or

(ii) a property or owner identification sign which shall not exceed in size a total of two (2) square feet.

(iii) tasteful political signs promoting a specific candidate for election to public office. All such political signs must be removed within 48 hours of the closing of the election polls.

I. No lot shall be subdivided, or its boundary lines diminished by any Owner. Recombinations of two or more lots are allowed. An Owner may, with consent of the Declarant or the Board, recombine one or more adjacent Lots or to create a larger Lot (provided however, any Lot resulting from such recombination shall be treated as one Lot for purposes of voting and annual assessment if no Boat Slip is owned .

ARTICLE III
HIGH DENSITY RESIDENTIAL SUBDIVISION
DEED RESTRICTION & PROTECTIVE COVENANTS

In accordance with Article 14, Division II of the City of Wilmington Land Development Code, deed restrictions and protective covenants are required for High Density Residential Subdivisions where lots will be subdivided and soils and runoff will be treated in an engineered stormwater control facility. Deed restrictions and protective covenants are necessary to ensure that the development maintains a “built-upon” area consistent with the design criteria used to size the stormwater control facility.

Project name: LEGACY POINTE

Owner/Developer: Legacy Pointe, LLC

1. The following covenants are intended to ensure ongoing compliance with the city of Wilmington Stormwater Management Permit Number 2021011, as issued by the city of Wilmington/Engineering.
2. The City of Wilmington is made a beneficiary of those covenants to the extent necessary to maintain compliance with the stormwater management permit.
3. These covenants are to run with the land and be binding on all persons and parties claiming under these covenants.
4. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the City of Wilmington.
5. Alternation of the Drainage as shown on the approved plan may not take place without the concurrence of the City of Wilmington.
6. The maximum allowable build upon area is 7000 square feet per lot. 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 line and the edge of the pavement. Build 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, washed gravel excluding fines, or the water surface of swimming pools. Note; sidewalk improvements allocated as right-of-way BUA shall not count against the 7,000 square feet of BUA.
7. 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.
8. All lots have private stormwater easements that contain stormwater control measures. Alteration or filling in of these stormwater control measures is strictly prohibited. Fences and other structures of any kind are not permitted within the private stormwater easements.

ARTICLE IVDESIGN AND ARCHITECTURAL CONTROL:

The following design and architectural control restrictions apply for all lots:

A. No structure shall be erected, altered, placed or permitted to remain on any lot other than a detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height, plus one or more accessory buildings, which may include a detached private garage; provided, however, that no garage apartments shall be permitted; and, provided that any said accessory building may not be constructed prior to the construction of the single-family dwelling and without the prior written approval of the Declarant or its assignee.

B. No dwelling, building, fence, wall, or mail receptacle or other structure, of whatever nature or kind, or any portion thereof, shall be erected, placed or altered on any lot, nor shall the grade or elevation or physical characteristics of any such lot, or portion thereof, be altered in anyway whatsoever, UNTIL the proposed building plans, specifications, finishes, materials, site and grading plan (showing the proposed location of such buildings or structures, drives, parking areas, fences, walls, mail receptacles, and any proposed alterations to the grade, elevation or physical characteristics of the site), and the construction schedule shall have been APPROVED IN WRITING BY THE DECLARANT, OR ITS ASSIGNEE. Approval or disapproval of any of the above may be based by the Declarant upon any ground, including purely aesthetic and environmental considerations that in the sole and uncontrolled discretion of the Declarant shall seem sufficient.

C. Due to the fact that the establishment of standard inflexible building set back lines for locations of dwellings on lots tends to force construction of dwellings directly to the side of one another with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, NO SPECIFIC SET BACK LINES are established by this Declaration. In order to assure, however, that the foregoing considerations are given maximum effect, the Declarant reserves the right to control and approve absolutely, as stated in Paragraph B hereinabove the site and location of any dwelling and/or structure upon any lot.

D. No single-family dwelling design or plan will be approved by the Declarant unless the proposed dwelling will have the minimum required square footage of "enclosed dwelling area". The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling, provided, however, that such term does not include garages, terraces, decks, porches, and like areas; provided, however, that shed-type porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed dwelling area". Said minimum square footage shall be 2000 square feet.

E. Any structure erected on the lots shall be of wood, stone, brick veneer, tiles, stucco, concrete and stucco, and the design, as well as the materials used, as stated hereinabove in Paragraph B, shall be subject to the prior written approval of the Declarant

F. Each lot owner shall provide receptacles for garbage in a screened area on his lot not generally visible from any street road or other lots, or provide underground garbage receptacles for similar facilities.

G. No fuel tanks or similar storage facilities may be exposed to view on any lot. Any such facility must be installed only within the main residential dwelling, within an accessory building, within a screened area, or buried under ground.

H. Each lot owner shall provide space on his lot for off street parking for not less than three (3) passenger automobiles prior to the occupancy of any single family dwelling constructed on said lot. Said parking areas and driveways thereto shall be in accordance with reasonable standards and shall be constructed of asphalt, crushed stone or crushed shells, or any other material approved by Declarant in writing as provided for in Paragraph B hereinabove.

I. No trees of any size, exceeding five (5) inches in diameter measured one (1) foot above the ground, may be removed from any lot without the prior written approval of Declarant, or its assignee; said approval to be based upon a site plan, landscaping plan, or planting plan submitted to Declarant, or its assignee, by the lot owner.

J. The owners of Lots 1 through 6 shall be required to install and construct sidewalks immediately adjacent to such Owner's Lot or Lot as per the Final Approval conditions of the City of Wilmington and as depicted on the Final Plat recorded at Book 69 Page 346. Said sidewalks shall be uniform in appearance and as per the required construction standards of the City of Wilmington. Declarant shall credit each lot owner an agreed upon amount the time of closing on the lot, or lots, toward the cost of the sidewalk installation on the lot being purchased. Owner shall construct the sidewalk no later than May 23, 2022 or agrees to pay to the Declarant the amount credited at the lot closing.

ARTICLE V.

EASEMENTS, PROPERTY RIGHTS, BOAT SLIPS:

A. Declarant, by these presents, hereby establishes, grants, gives and conveys to each and every future owner of a lot in Legacy Pointe an easement of ingress, egress and regress over and across the 10 foot Golf Cart and Pedestrian Access Easement, the "Rec Area" and a general pedestrian access easement from the Rec Area over Lots 7 and 8 to the and the boat docks, piers and other improvements located appurtenant to Lot 7 and Lot 8 , all as shown on the Plat recorded at Book 69 Page 346 and the schematic attached hereto and marked Exhibit B; provided however, that the obligation to maintain said described easements and improvements and boat slips and piers, including, but not limited to, the repaving, repair and regrading thereof, shall be the mutual responsibility of the owners, including the Declarant so long as it is an owner of lots, acting by and through the ASSOCIATION. The cost of said maintenance shall henceforth be a common expense of the ASSOCIATION, and each owner of an assigned slip thereof shall be assessed his prorated share of the annual cost thereof as part of his annual assessment, as stated hereinbelow. It is the intent of the Declarant that this grant of easement be deemed hereinafter as an appurtenance to each and

every lot within Legacy Pointe, and any conveyance or transfer of the title to any lot in Legacy Pointe shall be deemed to include this easement, whether expressly stated therein or not.

WHEREAS, Declarant has had the channel adjacent to Lots 7 and 8 dredged to provide an improved boat basin or docking area adjoining those Lots; has had those Lots bulkheaded and has had or is having had constructed upon a portion of the Lots 7 and 8, and extending therefrom over and across the waters of the Masonboro Sound which border Lots 7 and 8 private piers and seven (7) boat slips for the sole purpose of docking boats thereto; and

WHEREAS, Declarant has agreed that it is both desirable and advantageous to permanently subject and designate these areas of Lots 7 and 8 for private pier and boat slip purposes, only, and to permanently incorporate as an appurtenance to each lot within LEGACY POINTE, an easement over and across said portion of Lots 7 and 8 for the purposes of access to said private pier and slips as well as the enjoyment, use and maintenance of said private pier and boat slips, provided that all owners share proportionately the cost of maintaining the easement area and the improvements thereto based on the number of slip assignments owned ;

NOW, THEREFORE, Declarant reaffirms and declares that henceforth the Rec Area shall be held, and conveyed to the Association subject to the following:

(i) The Rec Area shall be deemed a Common Area of Legacy Pointe, subject to the same covenants, conditions and restrictions imposed upon the other lot owners of Legacy Pointe by this Declaration.

(ii) Ownership of the Rec Area shall be permanently subject to an easement by these presents does hereby establish, declare, give, grant and convey an pedestrian and golf cart easement over and across that portion of Lot 8 to the Rec Area on the official map of Legacy Pointe, referred to hereinabove, which said easement extends from the end of Shandy Lane to the Masonboro Sound. This easement, along with a general pedestrian and golf cart access easement from the Rec Area over Lots 7 and 8 to the Boat Sips is hereby granted to the owners of the lots of Legacy Pointe; this grant being expressly made as an easement appurtenant to each of those, and no other real property. Hereinafter, the conveyance or transfer of the title to any of the residential lots of Legacy Pointe shall include, whether the same is expressly stated therein or not, the easement established and granted hereby as an appurtenance to that lot;

(iii) The easement hereby granted shall be for the following purposes and no others:

- a. for ingress. egress and regress to the boat slips and private pier, referred to hereinabove,
- b. for continually maintaining, repairing and replacing the marl. crushed stone or shell or asphalt drive and parking area upon said access easement;
- c. for continually maintaining thereon. repairing and replacing the private pier structures, or other boat docking improvements referred to hereinabove.

d. for continually maintaining, repairing, and replacing the bulkhead along Lots 7 and 8 as presently installed;

e. for future dredging of said areas of the channel from Masonboro Sound, as may be necessary;

f. for the docking of boats, privately owned by the owners, along said private piers within one of the 7 slips constructed on the piers, each Owner's slip is hereby designated by Declarant as set forth below and will be referenced in the General Warranty Deed for each Owner's Lot and will be documented by the issuance of Slip Certificates in a form acceptable to Declarant :

Lots 1 and 2	Slip 5
Lot 3	Slip 6
Lot 4	Slip 3
Lots 5 and 6	Slips 1 and 2
Lot 7	Slip 4
Lot 8	Slip 7

The Association shall thereafter maintain a roster of the ownership of slips by Lot Owners. If slips are sold or traded to or between Lot Owners then new Slip Certificates shall be issued to the new Owner by the Association. Said Certificates or other recordable written Assignment of Slip or similar transfer document shall be recorded to evidence said transfer. Thereafter, the Association shall issue a new Slip Certificate to document the transfer.

Declarant does hereby agree and therefore declare that:

- (i) The easement granted hereinabove shall not be severable from the ownership of the lot to which it is an appurtenance; and, Declarant or the Association, their successors or assigns, shall hereinafter give, grant or convey this easement to any other person or entity; it being the express intent of Declarant that this easement be given, granted, and established for the sole and exclusive use and enjoyment of the owners of the residential lots of Legacy Pointe and no others.
- (ii) Boat Slip assignments may be traded or sold to any other owner of a Lot in Legacy Pointe. They cannot be sold or transferred to a person or entity that is not an owner of a lot in Legacy Pointe.
- (iii) Boat Slips may not be rented to any person or entity not an owner of a lot in Legacy Pointe.
- (iv) The privilege to enjoy said easement may not be delegated by any owner to anyone other than members of his family, his guests, or tenants of his lot;
- (v) The cost of maintaining, repairing, and replacing all of the improvements upon said easement. including the golf cart and pedestrian access, parking area, bulkhead, pier structures and future dredging, plus the costs of all utility services provided the easement area. as well as the local ad valorem taxes levied upon the easement area, shall be borne by

all the owners as members of the Association, and shall be paid by the Association. All said costs henceforth shall be a common expense of the Association; and each member thereof will be assessed his prorated share based on how many Boat Slips owned thereof as part of his annual assessment;

- (vi) Every owner shall have a right and easement of enjoyment in and to any and all other common areas or improvements which are owned or leased by the Association for the enjoyment of the owners; this right and easement of enjoyment shall be appurtenant to and shall pass with the title to every lot.

ARTICLE VI.

THE ASSOCIATION:

A. Membership and Voting Rights: The qualifications for membership in the Association, the manner of admission to membership in the Association, the manner of termination of such membership, and the voting rights of the members of the Association shall be as set forth in the By Laws of the Association

B. Assessments, Liability, Lien and Enforcement: The Association has heretofore been given the authority to administer the operation and management of the common areas of the property, it being recognized that the delegation of such duties to one entity is in the best interests of the owners of all residential lots in Legacy Pointe. To properly administer the operation and management of the collision areas, the Association will incur, for the mutual benefit of all the owners of residential lots, costs and expenses sometimes herein referred to as "common expenses". To provide the funds necessary for such proper operation, management and capital improvement, the Association has heretofore been granted the right to make, levy and collect assessments against the members of the Association and their residential lots. In furtherance of this grant of authority to the Association to make, levy and collect assessments to pay the costs and expenses for the operation of, the management of, and for capital improvements to the common areas, which for the purpose of these Articles shall be deemed to include, but not be limited to, the private streets and roads of Legacy Pointe and all of the improvements made to the "access easement" over the Rec Area for boat slips and private pier purposes, the following shall be operative and binding upon the owners of all residential lots:

B.(1) Creation of the Lien and Personal Obligation of Assessments:

Declarant, for each Boat Slip owned within the property, and each Owner, for each Boat Slip owned, and each Owner of a Lot if no Boat Slip is owned, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant, and agree to pay to the Association:

- (i) Annual assessments or charges, in the initial amount of \$1,500 per year, per Boat Slip owned and for each lot if no Boat Slip is owned. Notwithstanding the foregoing, if an Owner owns two Lots and one Boat Slip, the Owner shall pay one annual Assessment. Each purchaser shall

pay an initial capital contribution of \$1,000.00, per lot purchased, which shall be paid at closing for each lot, by the first and any subsequent owner of a lot; and

(ii) Special assessments for capital improvements or special assessments as established by the Board of Directors of the Association, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with the interest, costs, and reasonable attorney's fees, if any, shall be a charge on the lots and shall be a continual lien upon each lot against which they are levied. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person or entity who is the owner of such a lot at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to any successor in title unless expressly assumed by him.

B.(2) Purpose of Assessments:

The assessments levied by the Association are used exclusively to promote the recreation, health, safety and welfare of the residents of the property and in particular for the maintenance, repair and replacement of any and all improvements made to the access easement for boat basin and private pier purposes, the maintenance of all pedestrian and golf cart easements on the property, as well as the acquisition and tenancy of any and all other common areas of the property, including but not limited to, the cost of repairs, repaving, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the access easement, if any, utility services and the procurement and maintenance of insurance as may be deemed necessary by the Board of Directors.

B. (3) Maximum Annual Assessment:

The maximum annual assessment for each calendar year shall be established by the Board of Directors and may be increased by the Board of Directors for any calendar year without approval by the membership by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year.

The maximum annual assessment for any calendar year may be increased without limit by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting called for this purpose.

B. (4) Special Assessments for Capital Improvements:

In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair, replacement or repaving of a capital improvement to the private roads and streets of the property, the access easement for boat

basin and private pier purposes, or any other common area of the property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of the members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be based on the number of Boat Slips assignments owned by a lot owner and may be collected on a monthly basis.

B. (5) Notice and Quorum for an Action Authorized Under Sections B.(3) and B.(4):

Written notice of any meeting called for the purpose of taking any action authorized under B.(3) and B.(4) shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

B. (6) Rate of Annual Assessment:

Annual and special assessments must be fixed at a uniform rate for all Boat Slips or lots (as detailed above) and shall be collected on a monthly basis. The books and records of the Association will be kept in such a manner that it is possible to determine and ascertain such sums as are expended by the Association for the development, improvement, maintenance and upkeep of all common area facilities of the Association.

B.(7) Date and Commencement of Annual Assessments; Due Dates:

The annual assessments provided for herein shall be collected on a monthly basis and shall commence as to all lots on the first day of January, 2022, and thereafter as to owners other than the Declarant, on the first day of the month following the conveyance of a lot to any such owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment, the Board of Directors shall fix the amount of the annual assessment to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

B.(8) Effect of Nonpayment of Assessments; Remedies of the Association:

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten per cent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees if such action or foreclosure shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of any of the common areas or abandonment of his lot.

B.(9) Effect of Default in Payment of Ad Valorem Taxes or Assessments for Public Improvement by the Association:

Upon default by the Association in the payment to any governmental authority entitled thereto of any ad valorem taxes levied against any of the common areas owned by the Association or assessments for public improvements to the common areas, which default shall continue for a period of six (6) months, each owner of a lot in the Development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due to the governmental authority by the total number of lots in the property. If such sum is not paid by the owner within thirty (30) days following the receipt of notice of the amount due, then said sum shall become a continuing lien on the lot of the then owner, his heirs, devisees, personal representatives, and assigns. The taxing or assessing governmental authority may bring either an action at law or may elect to foreclose the lien against the lot of the owner.

B.(10) Subordination of Lien to Mortgages:

The lien provided for herein, shall be subordinated to the lien of any mortgage, mortgages, deed of trust, or deeds of trust. The sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot which is subject to any mortgage or deed of trust pursuant to a foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which to become due prior to such sale or transfer. No such sale or transfer shall release such lot from liability for any assessments thereafter becoming due or from the lien thereof. But the liens provided for herein shall continue to be subordinate to the lien of any mortgage, mortgage, deed of trust, or deeds of trust.

ARTICLE VII.

THE DECLARANTS RIGHTS:

A. The Declarant reserves unto itself a perpetual, alienable and releasable easement and right on, over and under the ground to establish drainage easements as shown on the plat; to maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone, television and cable facilities, gas, sewer, water or other public conveniences or utilities on, in or over the lots either, the front ten (10) feet of each lot and the ten (10) feet along one side of each lot and such other areas as are shown on the map of the property referred to hereinabove. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary in the opinion of the Declarant to provide an economical and safe utility installation.

B. The Declarant reserves the right to subject the property to easements and contracts with electric, telephone, cable television, and other utilities for the installation of underground cables, wires, pipes, or other necessary conduits for utilities, any of which may require an initial payment and continuing monthly payments for the use thereof by the owners of single-family residences within the property.

ARTICLE VIII.

ANNEXATION OF ADDITIONAL PROPERTIES:

A. Except as provided in Paragraph B below, the annexation of additional properties to Legacy Pointe shall require the assent of two-thirds (2/3) of the members of the Association at a meeting duly called for the consideration of such matter, written notice of which shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting.

ARTICLE IX

GENERAL PROVISIONS AND JOINDER:

A. All covenants, conditions, restrictions and affirmative obligations set forth in this Declaration shall run with the property and all portions thereof, and be binding on all parties having any right, title or interest in the property, or any portion thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of the same, for a term of twenty (20) years from the date this Declaration is recorded in the New Hanover County Registry, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless ninety per cent (90%) of the then owners agree to revoke the same. These Articles may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Members and recorded in the New Hanover County Registry, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the owners and recorded in the New Hanover County Registry.

B. The invalidation of any one of the covenants, conditions or restrictions contained in these Articles by any court, agency or legislature shall in no way affect any of the other covenants, conditions or restrictions contained in these Articles and they shall remain in full force and effect.

C. Nothing in these Articles, nor in the recording of any plat or deed pursuant hereto, shall dedicate (or be deemed to dedicate) to public use any of the property.

D. The Association, the Declarant, and any owner shall have the right to enforce, by any proceeding at law or in equity, all of the conditions, covenants and restrictions of these Articles, and any and all liens hereinafter imposed pursuant to the provisions of these Articles. Failure by the Association of the Declarant or any owner to enforce any of the above shall in no event be deemed a waiver of the right to do so thereafter. In addition to the foregoing the Declarant shall have the right, whenever there shall have been built on any lot any structure which is in violation of these Articles, to enter upon said lot where such violation exists, and similarity abate or relive the same at the expense of the owner, if after thirty (30) days written notice of such violation the same shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass.

E. Additional residential property and common areas may be annexed to the property as provided in Article VIII hereinabove.

F. Joshua L. Glover and spouse Heather Danielle Glover, by and with their signatures below, join in this Declaration for the express purpose of subjecting Lots 5 and 6, which were purchased by them before the recording of this Declaration, to the Covenants, Conditions and Restrictions of Legacy Pointe set forth herein.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed in its corporate name by its authorized Manager.

LEGACY POINTE, LLC

BY 

Philip R. Barker,
Manager