



2013002664

MACON CO, NC FEE \$26.00
PRESENTED & RECORDED:

04-16-2013 11:30:48 AM

TODD RABY
REGISTER OF DEEDS
BY: JESSE R BIRCHARD
ASSISTANT

BK: CRP O-35

PG: 1256-1262

DOCUMENT COVER SHEET

Document Title(s) (or transactions contained therein): RESTRICTIVE AGREEMENT
Grantor/Trustor/Mortgagor(s) MCKASACK ROAD PROPERTY OWNERS ASSOCIATION
Grantee/Trustee/Mortgagee(s) MCKASACK GAS PROPERTY OWNERS ASSOCIATION
Document Prepared By: JEREMY WHITE, ATTORNEY
Return Original Document to: JAMES R. FRANKEN 15932 OLDMILL POND ROAD DADE CITY, FL 33523

RESTRICTIVE AGREEMENT

This Restrictive Agreement made and entered into as of the 16th day of April, 2013, by and between all those undersigned owners (the "Owners") of certain lots and Nickajack Road Property Owners Association, Inc., a North Carolina Non-Profit Corporation (the "Association").

WITNESSETH:

Whereas, the Nickajack Road Property Owners Association was formed for the purpose of obtaining an easement for a road over certain lands owned by the United States in the County of Macon, State of North Carolina, and administered by the Forest Service, Department of Agriculture;

Whereas, the Owners of certain lots require said easement for access to and from their respective property;

Whereas, the United States Forest Service requires that a legal entity be formed which has the power to assess the Owners for the maintenance of said road(s) and which has the power to assess the Owners for the fees charged in connection with said easement, as they are assessed from time to time;

Now, therefore, in consideration of the advantage which the Owners will receive by having lawful access to and from their respective properties, the Owners, and their successors in title, covenant, agree and hereby restrict their property as follows:

1. Applicability. Every Owner and every Lot is subject hereto. Every Owner is a member of the Association in accordance with and subject to its Bylaws and Rules as adopted from time to time.
2. Property Owner's Association. The Association is an incorporated association which has been established for the following purposes: (1) to provide for maintenance of all roadways for which an easement from the United States Forest Service is required; (2) to make assessments on the Owners for fees charged in connection with obtaining and renewing such easement; (3) to make assessments on the Owners for all other costs associated with said easement, as they may occur from time to time; (4) to provide for the enforcement of these restrictions. All Owners agree by acceptance of their deed to the property herein encumbered, or by their

execution hereof, that the purposes to which the Assessment funds are to be put are sufficiently certain and definite.

The Association shall have the right to levy the Assessments, annually or otherwise, to carry out its purposes. Every Owner shall pay the Assessment within the time provided in the Association's Bylaws. Should any Owner fail to pay timely all the Assessments, the unpaid amount, plus any late fees, interest, etc., shall be a lien on such Owner's property from and after the filing of the same with the Macon County Clerk of Court. Every Owner shall be a member of the Association and shall be entitled to vote (only one vote per lot).

The lien of the Assessments provided for herein shall be subordinate to the lien of any institutional (bank, savings bank, credit union or insurance company) deed of trust. Sale or transfer of a Lot shall not affect the Assessment lien unless the sale is pursuant to an institutional deed of trust foreclosure or any public sale in lieu thereof. Such a foreclosure sale or public sale in lieu thereof shall extinguish the lien against the Lot (but not against the former Owner's obligation) of the Assessments which became due prior to such sale. No sale or transfer of any kind shall relieve a lot or its Owner from liability for any Assessment arising subsequent to a foreclosure sale or public sale in lieu thereof. Nothing herein shall prevent, and any mortgagee may, at its option, pay any delinquent obligations of a lot Owner.

Attest:

Nickajack Road Property Owners Association, Inc.

By: Maryjane Frauen (SEAL) Secretary By: James R. Frauen (SEAL) President

OWNERS:

Deed Book D-32, Pages 186-188
of the Macon County Public Registry

x James R. Frauen (SEAL)
James R. Frauen, President of
Nickajack Gap, LLC

Deed Book L-31, Pages 2306-2308
of the Macon County Public Registry

x James R. Frauen (SEAL)
James R. Frauen

Deed Book L-31, Pages 2306-2308
of the Macon County Public Registry

x Marjorie C. Frauen (SEAL)
Marjorie C. Frauen

STATE NC

COUNTY OF Macon

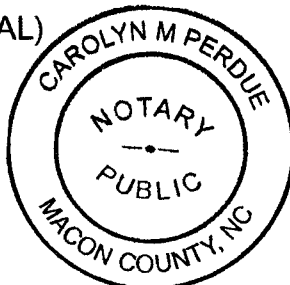
On this 16th day of April, 2013, personally appeared before me,
the said named James R. Frauen, in his/her capacity as **President of**
Nickajack Road Property Owners Association, Inc., to me known and known to me
to be the person described in and who executed the foregoing instrument and she
acknowledged that she executed the same, and being duly sworn by me, made oath
that the statements in the foregoing instrument are true.

Carolyn M. Perdue
Notary Public

My Commission Expires:

NOV. 4. 2017

(SEAL)



STATE NC

COUNTY OF Macon

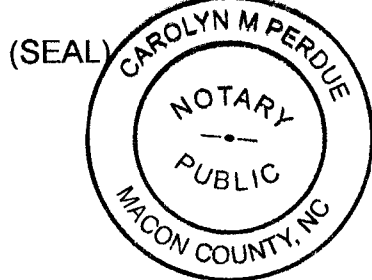
On this 16th day of April, 2013, personally appeared before me, the said named Marjorie C Frauen, in his/her capacity as **Secretary of Nickajack Road Property Owners Association, Inc.**, to me known and known to me to be the person described in and who executed the foregoing instrument and she acknowledged that she executed the same, and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

Carolyn M Perdue

Notary Public

My Commission Expires:

Nov. 4. 2017



STATE NC

COUNTY OF Macon

On this 11th day of April, 2013, personally appeared before me, the said named **James R. Frauen**, in his capacity as **President of Nickajack Gap, LLC** to me known and known to me to be the person described in and who executed the foregoing instrument and she acknowledged that she executed the same, and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

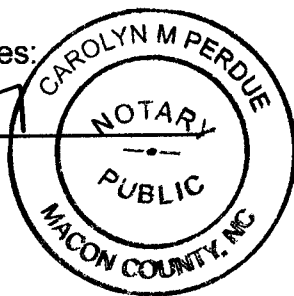
Carolyn M Perdue

Notary Public

My Commission Expires:

Nov. 4, 2017

(SEAL)



STATE NC

COUNTY OF Macon

On this 11th day of April, 2013, personally appeared before me, the said named **James R. Frauen**, to me known and known to me to be the person described in and who executed the foregoing instrument and she acknowledged that she executed the same, and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

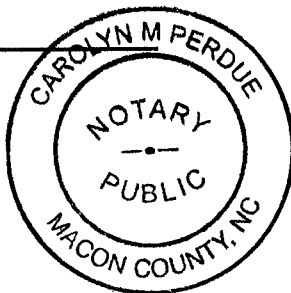
Carolyn M Perdue

Notary Public

My Commission Expires:

Nov. 4, 2017

(SEAL)



STATE NC

COUNTY OF Macon

On this 16th day of April, 2013, personally appeared before me, the said named **Marjorie C. Frauen**, to me known and known to me to be the person described in and who executed the foregoing instrument and she acknowledged that she executed the same, and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

Carolyn M. Perdue

Notary Public

My Commission Expires:

Nov. 4, 2017

(SEAL)

