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TRANSLYVANIA CO, NC FEE \$20.00  
PRESENTED & RECORDED:  
12-11-2008 11:24:22 AM  
CINDY M OWNBEY  
REGISTER OF DEEDS  
BY: KARIN SMITH  
DEPUTY REGISTER OF DEEDS  
BK: DOC 480  
PG: 259-261

STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

**AGREEMENT RE: STATEMENT OF CONSENT TO JOIN  
LAKE TOXAWAY ESTATES PLANNED COMMUNITY**

**THIS AGREEMENT**, made and entered into, this the 30<sup>th</sup> day of September, 2008, by and between CCGJ, LP (hereinafter "Lot Owner"), and the **LAKE TOXAWAY COMMUNITY ASSOCIATION, INC.** (hereinafter "the Association").

**WITNESSETH:**

**THAT WHEREAS**, Lake Toxaway Estates is a single-family, residential planned community located in the County of Transylvania, North Carolina (hereinafter "Lake Toxaway Estates") as described in the Transition Agreement recorded in Deed Book 211, at Page 304, Transylvania County Registry ("Transition Agreement"); and

**WHEREAS**, the Association is the property owners association for Lake Toxaway Estates whose members consist of property owners within said development as described in the Transition Agreement and whose responsibility is to maintain, repair or improve the common areas within Lake Toxaway Estates and collect assessments from members for such purposes; and

**WHEREAS**, the bylaws for the Association are recorded as part of the Transition Agreement at Page 350 of Deed Book 211, Transylvania County Registry, with any amendments to same being found with the Secretary of the Association ("Bylaws"); and

**WHEREAS**, Lot Owner is the owner of the following described property located within Lake Toxaway Estates: Lot 1, Block J Revised ("Property"); and

**WHEREAS**, there is some question that has arisen regarding Lot Owner being a member of the Association; and

**WHEREAS**, Lot Owner, by his/her/their execution of this Agreement, consents to subjecting the Property to the covenant of being a member of the Association and to abide by the Bylaws, rules and regulations of said organization, including such authority as set forth in the North Carolina Planned Community Act, Chapter 47F ("Act");

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, including the advantages and benefits of being an acknowledged member of the Association, the parties agree as follows:

1. **MEMBERSHIP IN THE ASSOCIATION.** Lot Owner, and his/her/their successors and/or assigns, agrees to be a member of the Association and subject to its Bylaws and rules and regulations, including, but not limited to, the obligation of paying assessments for the maintenance, repair and/or improvement of the Common Areas, including Lake Toxaway, as described in the Transition Agreement as well as for any lawful purpose permitted in the Act, Chapter 55A of the North Carolina General Statutes, or in the Association's Articles of Incorporation. Furthermore, said Lot Owner acknowledges the applicability and enforceability of the Act as it pertains to the Association's authority to manage the operations of Lake Toxaway Estates. Said covenant of membership shall run with the Property, binding on Lot Owner and his/her/their successors and/or assigns, and enforceable by the Association at law or in equity.

2. **RIGHTS TO COMMON AREAS.** The undersigned, if a member in good standing of the Association, shall have the right to the use and enjoyment of all Common Areas of the Association including, but not limited to, Lake Toxaway and the private roads within Lake Toxaway Estates owned by the Association, subject to the Bylaws and the Rules and Regulations of the Association.

3. **MISCELLANEOUS.**

(a) The waiver of either party of any breach, of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same, or any other term, covenant, or condition therein contained.

(b) This Agreement contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of it, in whole or in part, unless such executory agreement is in writing and signed by the parties against whom enforcement of the change, modification, discharge or abandonment is sought.

(c) If any paragraph, subparagraph, section, subsection, sentence, clause, or phrase of this Agreement is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of any paragraph, subparagraph, section, subsection, sentence, clause, or phrase thereof.

(d) All covenants, agreements, stipulations, provisions, conditions and obligations herein expressed and set forth shall extend to, bind and inure to the benefit of, as the case may require, the heirs, executors, administrators, successors and assigns of each of the parties.

(e) This Agreement shall be recorded in the Transylvania County Registry.

(f) The laws of the State of North Carolina shall govern the validity, performance, and enforcement of this Agreement.

IN WITNESS WHEREOF, this the day and year first above written.

LAKE TOXAWAY COMMUNITY ASSOCIATION, INC.

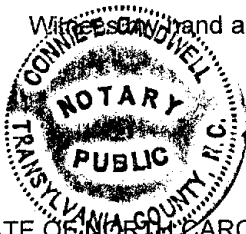
By: John J. Hopin  
President

LOT OWNER:  
Mr Thomas Austin  
Cheryl F. Austin

STATE OF NORTH CAROLINA,  
COUNTY OF TRANSYLVANIA

I, Connie E. Caldwell, a Notary Public of the County and State aforesaid, certify that John J. Hopin personally came before me this day and acknowledged that he is the President of LAKE TOXAWAY COMMUNITY ASSOCIATION, INC., a North Carolina corporation, and acknowledged, on behalf of LAKE TOXAWAY COMMUNITY ASSOCIATION, INC., the due execution of the foregoing instrument.

Witness my hand and official seal, this 6<sup>th</sup> day of October, 2008.

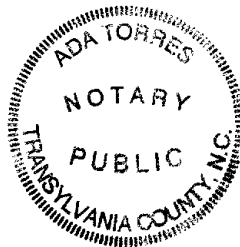


Connie E. Caldwell  
Notary Public  
My commission expires: March 13, 2013

STATE OF NORTH CAROLINA,  
COUNTY OF TRANSYLVANIA

I, Ada Torres, a Notary Public of the County and State aforesaid, certify that Glenn T. Austin and Cheryl F. Austin, Partners of GCGJ, LP personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 30<sup>th</sup> day of September, 2008.



Ada Torres  
Notary Public  
My commission expires: 04-08-2012