



This document presented and filed:
08/10/2016 01:05:30 PM

WILLIAM LEE KING, Henderson COUNTY, NC

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

ROAD MAINTENANCE AGREEMENT

THIS RESTATED ROAD MAINTENANCE AGREEMENT, made and entered into this 9th day of August, 2016, by and between the undersigned owners, their successors and assigns, whose property is accessed by the roadway commonly known as Tanglewood Lane (herein after called "OWNERS"), described in deeds recorded at Deed Book 1218, Page 219, Jennifer Ann Jefferies; Deed Book 1064, Page 185, William S. Manuel and wife, Margaret C. Manuel; Deed Book 1218, Page 418, Stephen D. Kirkland and wife, Pamela S. Kirkland; Deed Book 1664, Page 89, Garth Crain and Clarissa Crain, husband and wife; Deed Book 1496, Page 217, Mindy J. Cox and David J. Cox, Trustees, or their successors in trust, under the Mindy J. Cox Revocable Trust, dated February 5, 2010, and any amendments thereto, as to a one-half (1/2) undivided interest, and David L. Cox and Mindy J. Cox, Trustees, or their successors in trust, under the David L. Cox Revocable Living Trust, dated February 5, 2010, and any amendments thereto, as to a one-half (1/2) undivided interest, as tenants in common; Deed Book 762, Page 489 and Deed Book 978, Page 600, B. Thomas Kays and wife, Claudia J. Kays; Deed Book 1559, Page 148, Dawn Rucker Delgado; Deed Book 1283, Page 764, Donna Devenport; Deed Book 1609, Page 152, Robert L. Barret, unmarried; Deed Book 1480, Page 174, Patricia H. Spicer, Trustee of the Patricia Spicer Trust dated March 28, 2002; Deed Book 1221, Page 390, Anne Karousatos; Deed Book 892, Page 183, Richard Edward Sullivan and Delores Konwinski Sullivan; Deed Book 1444, Page 677, Wendy R. Frezza and husband Martin L. Frezza; Deed Book 1577, Page 378, Mark Lejeune and Hope Lejeune, all being of the Henderson County Registry (hereinafter collectively "TANGLEWOOD LANE PROPERTIES").

WITNESSETH:

THAT WHEREAS, the Owners access their properties via a sixty foot (60') right of way, which contains a roadway constructed therein. Said roadway being commonly known as Tanglewood Lane, portions of which are described and shown on Plats located in Cabinet A Slide 270; Slide 6640; Slide 6611; Slide 9551; Slide 9339; Slide 7377; Slide 9334; Slide 7425; Slide 1491 all being of the Henderson County Registry ("Tanglewood Lane" or "Road" or "Roadway"); and

WHEREAS, Tanglewood Lane contains a southern entry point and a northern entry point, both being directly off of Haven Drive, a roadway maintained by the State of North Carolina; and

WHEREAS, a-road maintenance agreement for Tanglewood Lane has never been

→ Deanna Law Firm
Kaneville, NC, 28801

agreed upon or recorded prior to this Agreement and the Owners believe that this agreement is necessary in order to protect and increase property values and provide a formal structure for the proper maintenance of Tanglewood Lane; and

WHEREAS, the portion of Tanglewood Lane that this Agreement is to cover begins at the southern entry point off of Haven Drive, and shall end at the northwest boundary of Lot 16 as shown on Plat Slide 6611, Henderson County Registry, or alternatively where the paved portion of Tanglewood Lane starting from the southern entry point off of Haven Drive ends ("Maintenance Area"); and

WHEREAS, a non-profit corporation under the name of TANGLEWOOD LANE ROAD MAINTENANCE ASSOCIATION, INC. (hereinafter referred to as "Association") is being formed pursuant to this Agreement, to oversee the Maintenance Area of Tanglewood Lane; and

WHEREAS, the undersigned lot and/or property owners have agreed to submit their property to this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, said Road Maintenance shall be amended as follows:

1. Submission of the Road Maintenance Responsibilities to the Association.

The Owners, on behalf of themselves, their heirs and assigns, do assign to the Association and the Association shall accept all of the responsibilities of maintenance, repairs and upkeep for the Maintenance Area of Tanglewood Lane along the existing sixty foot (60') right of way.

Any owner who uses Tanglewood Lane for ingress and egress to access their property may ratify and join in this agreement with all the rights and privileges of the Owners herein by executing and filing a document which subjects their property to this Agreement; recording such documentation with the Register of Deeds of Henderson County; and tendering to the Association all previous unpaid contributions to road maintenance requested by the Association.

The Association shall have the responsibility on behalf of the Owners to periodically maintain the Maintenance Area for Tanglewood Lane in good condition with proper draining and ditching on both sides of the Roadway, sufficient to keep the Road in an all-weather stable condition, free of ruts and potholes, sufficient to allow comfortable passage by any type of motor vehicle over and across such roads. Maintenance of the Road, within the Maintenance Area, shall include, but is not limited to: patching, repairing, or resurfacing the pavement thereof; applying gravel; maintaining ditches, shoulders, and culverts adjacent to the roadways; and removing trees within the road rights-of-way which are a danger to the road.

The Association shall have all the powers set forth in N.C.G.S. 47F-3-102 with "Common Element(s)" being herein defined as the sixty foot (60') right of way which includes Tanglewood Lane.

2. Transfer of Rights of Enforcement. The Owners, on behalf of themselves, their heirs and assigns, hereby transfer and assign to the Association all their rights of

contribution and enforcement of any legal right either in contract, law, or equity, currently available to any or all of the Owners as against any party who accesses their Property via Tanglewood Lane such that the Association shall have standing to file and pursue any owner who may be unjustly enriched by the maintenance provided by the Association.

3. Assessment by the Association. Tanglewood Lane is a private roadway and the Owners shall have an obligation to contribute on an annual basis toward the maintenance, within the Maintenance Area, of the Roadway within the Sixty Foot (60') Right of Way for Tanglewood Lane. The Association shall be responsible for determining annual assessments for maintenance costs and allocating such costs as common expenses to all of the Owners.

The Association, pursuant to the provisions of its Bylaws, shall have the right to determine additional/special assessments and send notices to each property owner of the amount and purpose of any such assessment against each owner's lot.

The Board of Directors for the Association shall prepare present, and ratify an annual budget pursuant to N.C.G.S. 47F-3-103.

4. Collection of Assessments. Collection of the assessments shall be conducted in accordance with Chapter 47F of the North Carolina General Statutes. If an assessment is not paid to the Association by the lot or subdivided parcel owner within 60 days after the notice of the assessment is provided to the owner, the assessment shall become a lien on the lot or parcel of the non-paying owner and the Association shall have a right to file a Claim of Lien against such lot in the office of the Clerk of Superior Court of Henderson County and to foreclose on such lien as is permitted under the provisions of Chapter 47F-3-116 of the North Carolina Planned Community Act., including interest on all past due amounts not to exceed eighteen percent (18%), and reasonable attorney fees and court costs.

5. Enforcement. The provisions of this Road Maintenance Agreement may be enforced by the Association or the Owners. Enforcement may be by proceedings at law, including N.C.G.S. 47F where applicable, or in equity against any person or persons violating any provision of the Agreement, either to restrain such violation or to recover damages. Failure by the Association or by any property owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6. Binding Effect and Amendment. The covenants, conditions, and restrictions of the Agreement shall run with and bind the Owners and their Properties and inure to the benefit, and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, for a period 20 years from the date this Agreement is recorded, after which time this Agreement shall be automatically extended for successive periods of five (5) years. Pursuant to N.C.G.S. 47F-2-117 of the North Carolina Planned Community Act, the provisions of the Agreement may be amended at anytime by an instrument signed by 67% of the Owners. Notwithstanding these provisions, paragraph 3 of this Agreement cannot be amended for a period of five (5) years from the date this Agreement is recorded.

7. Property Ownership. The signatories to this Agreement warrant that they are owners of the lots shown adjacent to their signatures and have good and sufficient right to execute this Agreement.

8. Severability. Invalidation of any of these provisions shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have duly executed the foregoing as of the day and year first above written.

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OWNER:

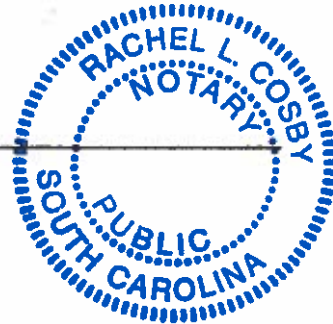
Signature: Jennifer Ann Jefferies Brown (SEAL)
Print Name: Jennifer Ann Jefferies Brown
Property Address: Lot #9, Section 2 Lake Shelia

STATE OF South Carolina

COUNTY OF Charleston

I, Rachel L. Cosby, a Notary Public of the County and State
aforesaid, certify that Jennifer Ann Jefferies Brown personally appeared
before me this day and acknowledged the execution of the foregoing. Witness
my hand and official stamp or seal, this 8th day of
July, 2016.

Rachel L. Cosby
NOTARY PUBLIC



My commission expires: 03-16-2020

OWNER:

Signature: Margaret C. Manuel (SEAL)
Print Name: Margaret C. Manuel
Property Address: 250 Tanglewood Lane

STATE OF Georgia

COUNTY OF Cobb

I, Kareem Williams, a Notary Public of the County and State

aforsaid, certify that Margaret C. Manuel personally appeared

before me this day and acknowledged the execution of the foregoing.
Witness

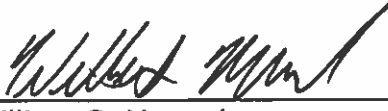
my hand and official stamp or seal, this 4th day of
August, 2016.

[Signature]
NOTARY PUBLIC

My commission expires: 01/20/19

KAREEM WILLIAMS
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm: EXPIRES JAN: 20, 2019

OWNER:


Signature:  (SEAL)
Print Name: William S. Manuel
Property Address: 250 Tanglewood Lane

Signature:  (SEAL)
Print Name: Margaret C. Manuel
Property Address: 250 Tanglewood Lane

STATE OF Georgia

COUNTY OF Gwinnett

I, Melissa Jones, a Notary Public of the County and State
aforesaid, certify that William (win) personally appeared
before me this day and acknowledged the execution of the foregoing. Witness
my hand and official stamp or seal, this 13th day of
July, 2016.


NOTARY PUBLIC

My commission expires:

Notary Public, Gwinnett County, Georgia
My Commission Expires Sept. 12, 2018



OWNER:

Signature: *Stephen D. Kirkland* (SEAL)
Print Name: Stephen D. Kirkland
Property Address: 9.02 acres, Lake Shelia

Signature: *Pamela S. Kirkland* (SEAL)
Print Name: Pamela S. Kirkland
Property Address: 9.02 acres, Lake Shelia

STATE OF South Carolina

COUNTY OF Rickland

I, Dian Lagarelli, a Notary Public of the County and State
aforesaid, certify that M/M Kirkland personally appeared

before me this day and acknowledged the execution of the foregoing. Witness

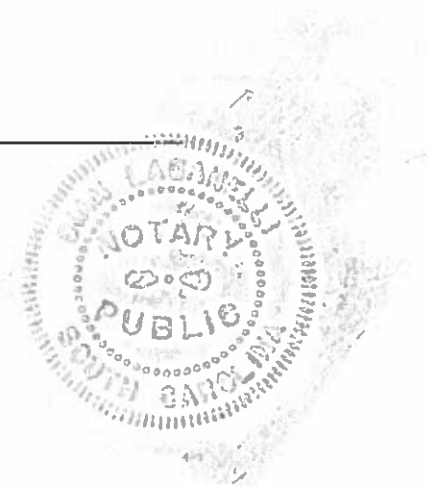
my hand and official stamp or seal, this 26 day of

July, 2016.

Dian Lagarelli
NOTARY PUBLIC

My commission expires:

My Commission Expires June 28, 2025



OWNER:

Signature: [Signature] (SEAL)
Print Name: Gareth Crain
Property Address: 273 Tanglewood Lane

Signature: [Signature] (SEAL)
Print Name: Clarissa Crain
Property Address: 273 Tanglewood Lane

STATE OF South Carolina

COUNTY OF Greenville

I, Benjamin Dukes, a Notary Public of the County and State

aforesaid, certify that Gareth Crain + Clarissa Crain personally appeared

before me this day and acknowledged the execution of the foregoing. Witness

my hand and official stamp or seal, this 27th day of

July, 2016.

[Signature]
NOTARY PUBLIC

My commission expires: 11/14/2021

BENJAMIN DUKES
Notary Public - State of South Carolina
My Commission Expires November 14, 2021

OWNER:

Signature: [Handwritten Signature] (SEAL)
 Print Name: Mindy J. Cox, Trustee under the Mindy J. Cox Revocable Trust, dated February 5, 2010
 Property Address: 233 and ~~273~~ Tanglewood Lane

Signature: [Handwritten Signature] (SEAL)
 Print Name: David L. Cox, Trustee under the Mindy J. Cox Revocable Trust, dated February 5, 2010
 Property Address: 233 and ~~273~~ Tanglewood Lane

STATE OF Florida
 COUNTY OF Palm Beach

I, George Starling, a Notary Public of the County and State aforesaid, certify that Mindy J. Cox & David L. Cox personally appeared before me this day and acknowledged the execution of the foregoing. Witness my hand and official stamp or seal, this 4th day of May, 2016.

[Handwritten Signature]
 NOTARY PUBLIC

My commission expires:



OWNER:

Signature: [Handwritten Signature] (SEAL)
Print Name: B. Thomas Kays
Property Address: 312 Tanglewood Lane; Lot # 8, Lake Shelia;
Lot #5, Lake Shelia

Signature: [Handwritten Signature] (SEAL)
Print Name: Claudia J. Kays
Property Address: 312 Tanglewood Lane; Lot # 8, Lake Shelia;
Lot #5, Lake Shelia

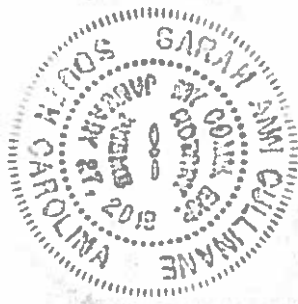
STATE OF South Carolina

COUNTY OF Charleston

I, Sarah Ann Cullinane, a Notary Public of the County and State
aforesaid, certify that Thomas and Claudia Kays personally appeared
before me this day and acknowledged the execution of the foregoing. Witness
my hand and official stamp or seal, this 19 day of
May, 2016.

[Handwritten Signature]
NOTARY PUBLIC

My commission expires: January 27, 2019



OWNER:

Signature: Dawn Rucker Delgado (SEAL)
Print Name: Dawn Rucker Delgado
Property Address: 442 Tanglewood Drive; Lot # 19, Lake Shelia

STATE OF North Carolina

COUNTY OF Henderson

I, Heather E Boyd, a Notary Public of the County and State
aforesaid, certify that Dawn Rucker Delgado personally appeared
before me this day and acknowledged the execution of the foregoing. Witness
my hand and official stamp or seal, this 4 day of
May, 2010.

Heather E Boyd
NOTARY PUBLIC

My commission expires:

September 1, 2018



OWNER:

Signature:

Donna Devenport (SEAL)

Print Name:

Donna Devenport

Property Address: 560 Tanglewood Lane

STATE OF North Carolina

COUNTY OF Polk

I, Robin N Bradley, a Notary Public of the County and State
aforesaid, certify that Donna Devenport personally appeared

before me this day and acknowledged the execution of the foregoing. Witness

my hand and official stamp or seal, this 12th day of

July, 2016.

Robin N Bradley
NOTARY PUBLIC

My commission expires: 10-28-17



OWNER:

Signature: *Robert L. Barret* (SEAL)
Print Name: Robert L. Barret
Property Address: 600 Tanglewood Lane

STATE OF North Carolina

COUNTY OF Mecklenburg

I, Jessica Trammel, a Notary Public of the County and State
aforesaid, certify that Robert L. Barret personally appeared
before me this day and acknowledged the execution of the foregoing. Witness
my hand and official stamp or seal, this 4th day of
~~March~~ ST May, 2016.

Jessica Trammel
NOTARY PUBLIC

My commission expires:
Aug 07, 2016





OWNER:

Signature: Patricia H. Spicer (SEAL)
Print Name: Patricia H. Spicer, Trustee of the Patricia Spicer Trust dated March 28, 2002
Property Address: Lot # 17, Lake Sheila

STATE OF South Carolina

COUNTY OF Charleston

I, Christopher J. Appleby, a Notary Public of the County and State aforesaid, certify that Patricia Spicer personally appeared before me this day and acknowledged the execution of the foregoing. Witness my hand and official stamp or seal, this 4th day of May, 2016.

Chris J. Appleby
NOTARY PUBLIC

My commission expires: 05-19-2025



OWNER:

Signature: Anne Karousatos (SEAL)
Print Name: Anne Karousatos
Property Address: 194 Tanglewood Lane

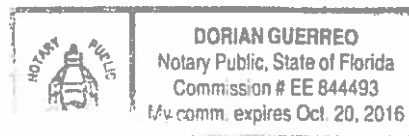
STATE OF Florida

COUNTY OF Dade

I, Dorian Guerrero, a Notary Public of the County and State
aforesaid, certify that Anne Karousatos personally appeared
before me this day and acknowledged the execution of the foregoing. Witness
my hand and official stamp or seal, this 7 day of
May, 2016.

Dorian Guerrero
NOTARY PUBLIC

My commission expires: 10-20-16



OWNER:

Signature: Richard Edward Sullivan (SEAL)
Print Name: Richard Edward Sullivan
Property Address: 8 Tanglewood Lane

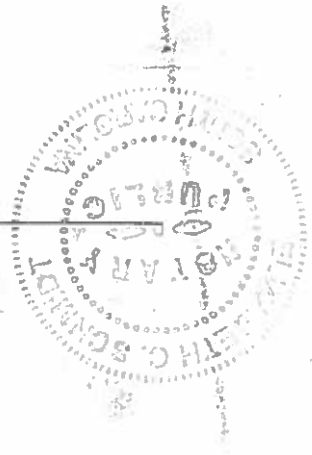
Signature: Delores Konwinski Sullivan (SEAL)
Print Name: Delores Konwinski Sullivan
Property Address: 8 Tanglewood Lane

STATE OF S.C.

COUNTY OF Greenville

I, Elizabeth C Schmidt, a Notary Public of the County and State
aforesaid, certify that Richard & Delores Sullivan personally appeared
before me this day and acknowledged the execution of the foregoing. Witness
my hand and official stamp or seal, this 8th day of
July, 2016.

Elizabeth C Schmidt
NOTARY PUBLIC



My commission expires:
My Commission Expires April 7, 2019

OWNER:

Signature: Wendy R Frezza (SEAL)
Print Name: Wendy R. Frezza
Property Address: 14 Tanglewood Lane

Signature: Martin L Frezza (SEAL)
Print Name: Martin L. Frezza
Property Address: 14 Tanglewood Lane

STATE OF North Carolina

COUNTY OF Polk

I, Jessica D Desiano, a Notary Public of the County and State
aforesaid, certify that Wendy R. Frezza
Martin L. Frezza personally appeared

before me this day and acknowledged the execution of the foregoing. Witness
my hand and official stamp or seal, this 6th day of

May, 2016.

Jessica D Desiano
NOTARY PUBLIC

My commission expires: 5-6-2020

JESSICA D DESIANO
NOTARY PUBLIC
POLK COUNTY, NC
My Commission Expires 5-6-2020

OWNER:

Signature: Mark Lejeune (SEAL)
Print Name: Mark Lejeune
Property Address: 18 Tanglewood Lane

Signature: Hope Lejeune (SEAL)
Print Name: Hope Lejeune
Property Address: 18 Tanglewood Lane

STATE OF GEORGIA

COUNTY OF CAMDEN

I, JANICE PETHTEL, a Notary Public of the County and State
aforesaid, certify that MARK + HOPE LEJEUNE personally appeared
before me this day and acknowledged the execution of the foregoing. Witness
my hand and official stamp or seal, this 11th day of
MAY, 2016.

Janice Pettel
NOTARY PUBLIC

My commission expires: 11-14-2017