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STATE OF NORTH CAROLINA

COUNTY OF WAKE

Wake County, NC 300  
 Laura M Riddick, Register Of Deeds  
 Presented & Recorded 10/28/1999 11:02:13  
 Book : 008447 Page : 01453 - 01456

**PERPETUAL COVENANTS, CONDITIONS AND AGREEMENTS**

**BETWEEN**

**CROOKED CREEK COMMUNITY ASSOCIATION, INC.**

**AND**

**CROOKED CREEK SOUTH HOMEOWNERS ASSOCIATION**

**THESE PERPETUAL COVENANTS, CONDITIONS AND AGREEMENTS BETWEEN CROOKED CREEK COMMUNITY ASSOCIATION, INC. AND CROOKED CREEK SOUTH HOMEOWNERS ASSOCIATION**, hereinafter called "this Agreement", is executed to be effective as of this the 27<sup>th</sup> day of October, 1999, by and between CROOKED CREEK COMMUNITY ASSOCIATION, INC. and CROOKED CREEK SOUTH HOMEOWNERS ASSOCIATION, both being North Carolina non-profit corporations which serve as the homeowners associations for, respectively, the original Crooked Creek community and the Crooked Creek South communities known as Meadowview at Crooked Creek and Forest Ridge at Crooked Creek.

**WITNESSETH**

**WHEREAS**, the Crooked Creek Community Association, Inc. (hereinafter called "Crooked Creek") serves as the homeowners association for the original sections of the Crooked Creek community located in Middle Creek Township, County of Wake, State of North Carolina, with such properties which are subject to the authority and control of Crooked Creek being more particularly described in that certain Declaration of Covenants, Conditions and Restriction for Crooked Creek Subdivision, as recorded on August 10, 1993 in the Wake County Registry at Book 5729, Page 808, and as amended and supplemented by subsequent recordations (hereinafter collectively called "the Crooked Creek Master Covenants"); and

**WHEREAS**, the Crooked Creek South Homeowners Association (hereinafter called "Crooked Creek South") serves as the homeowners association for the newer sections of the Crooked Creek South community known as Meadowview at Crooked Creek and Forest Ridge at Crooked Creek, also being located in Middle Creek Township, County of Wake, State of North Carolina, with such properties which are subject to the authority and control of Crooked Creek South being more particularly described in that certain Declaration of Master Covenants, Conditions and Restriction for Crooked Creek South, as recorded on October 27<sup>th</sup>, 1999 in the Wake County Registry (hereinafter called "the Crooked Creek South Master Covenants"); and

**WHEREAS**, both of the said Crooked Creek and Crooked Creek South associations desire and intend to enter into a perpetual agreement to allow full and complete usage of all Common Area(s), properties and/or easements owned by either association, including all pool and tennis facilities, by

Members of both associations without regard to which association governs the Lot owned by any particular Owner; and

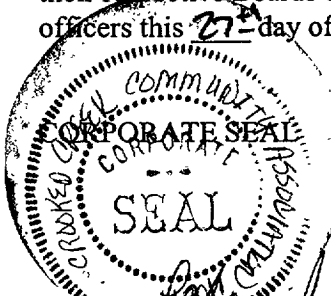
**WHEREAS**, in consideration for this mutual and unrestricted usage of all Common Area(s), properties and/or easements by Members of both said associations and in exchange for Crooked Creek herein agreeing to maintain all Common Areas owned by Crooked Creek South in the same manner and extent as if such Common Areas were owned by Crooked Creek itself, Crooked Creek South agrees that the annual assessments payable by all of the Members of Crooked Creek South shall be collected by Crooked Creek South pursuant to the Crooked Creek South Master Covenants and remitted to Crooked Creek for the purpose of funding Crooked Creek's maintenance and operation of the Common Areas owned by both Associations in accordance with this Agreement; and

**WHEREAS**, in order to memorialize and confirm these covenants, conditions and agreements in perpetuity to be binding, valid and effective on all Members of both Crooked Creek and Crooked Creek South, both parties are entering into, executing and recording this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, conditions and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties and their successors and assigns, both Crooked Creek and Crooked Creek South hereby covenant and agree as follows:

1. From and after the recording of this Agreement in the Wake County Registry, each Member of both Crooked Creek and Crooked Creek South shall have and possess all rights, privileges and easements (of enjoyment or otherwise with respect to the Common Area or Common Property of both Associations) which they would have if they were a Member of the other association (i.e. the one in which the Member's Lot is not located). More specifically and by way of example but not of limitation, each Member of Crooked Creek South shall have full and complete usage of all Common Area(s), properties and easements owned or controlled by Crooked Creek, including all swimming pools and/or tennis court facilities and related clubhouses or locker rooms, as if such amenities were owned and/or controlled by Crooked Creek South.
2. From and after the recording of this Agreement in the Wake County Registry, all Members of Crooked Creek South shall pay, in the same amounts and on the same terms and conditions as those Assessments imposed on Members of Crooked Creek, Annual Assessments and any Special Assessments, as defined in the said Crooked Creek South Master Covenants, to Crooked Creek South and Crooked Creek South shall then transfer such assessment funds to and for the benefit of Crooked Creek.
3. Finally, from and after the recording of this Agreement, Crooked Creek shall have and perform all necessary and appropriate maintenance of all Common Area(s), properties and/or easements owned or controlled by Crooked Creek South in the same manner and to the same extent as if such Common Areas were owned by Crooked Creek itself.
4. All terms, provisions and conditions of the said Crooked Creek Master Covenants and the said Crooked Creek South Master Covenants shall be unchanged, are hereby ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, with due authority having first been granted from their respective Boards of Directors, have caused this Agreement to be executed by their duly authorized officers this 27<sup>th</sup> day of October, 1999.



Attest:

Lala S. Compton  
President/Corporate Secretary

Crooked Creek Community Association, Inc.

By:

Michael F. Whitehead

Michael F. Whitehead, President



Attest:

Lala S. Compton  
President/Corporate Secretary

Crooked Creek South Homeowners Association

By:

Michael F. Whitehead

Michael F. Whitehead, President

STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, a Notary Public of the said County and State, hereby certify that Lala S. Compton personally appeared before me this day and acknowledged that she is the \_\_\_\_\_ Corporate Secretary of Crooked Creek Community Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing document was signed in its name by its President, sealed with its corporate seal and attested by her as its \_\_\_\_\_ Corporate Secretary.

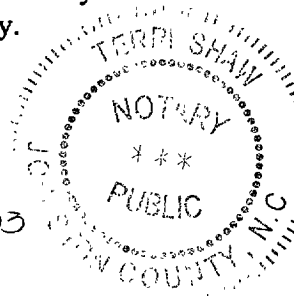
Witness my hand and official stamp or seal, this 27<sup>th</sup> day of October, 1999.

Notary Seal/Stamp

Terri Shaw

Notary Public

My Commission Expires 11-17-2003



STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, a Notary Public of the said County and State, hereby certify that Lala S. Compton personally appeared before me this day and acknowledged that she is the \_\_\_\_\_ Corporate Secretary of Crooked Creek South Homeowners Association, a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing document was signed in its name by its President, sealed with its corporate seal and attested by her as its \_\_\_\_\_ Corporate Secretary.

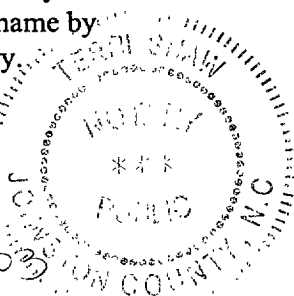
Witness my hand and official stamp or seal, this 27<sup>th</sup> day of October, 1999.

Notary Seal/Stamp

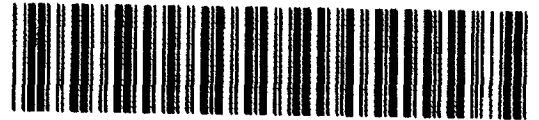
Terri Shaw

Notary Public

My Commission Expires 11-17-2003



Laura M Riddick  
Register of Deeds  
Wake County, NC



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**Wake County Register of Deeds**  
**Laura M. Riddick**  
**Register of Deeds**

**North Carolina - Wake County**

The foregoing certificate 5 of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ *For: Shaw* \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Laura M. Riddick, Register of Deeds  
By: *[Signature]*  
~~Assistant~~ Deputy Register of Deeds

**This Customer Group**  
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**This Document**  
\_\_\_\_\_ *4* New Time Stamp  
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