

AGREEMENT BETWEEN ASSOCIATION & DOCK OWNERS

This Agreement is entered into between the TATER KNOB PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as "THE ASSOCIATION", and the Tater Knob property owners, hereinafter referred to as "THE DOCK OWNERS", who, from time to time, own one of the ten docks located on the beach property at Tater Knob. For purposes of this Agreement, Dock Owner shall include any natural person beneficially owning substantially all of the interest in such Tater Knob property through a trust, corporation, estate or other entity, providing such beneficial owner is a resident at Tater Knob, or the spouse of such person.

Each of the Dock Owners will pay One Hundred Dollars (\$100.00) per year for a total of One Thousand Dollars (\$1,000.00) per year to the ASSOCIATION for allowing the docks to be on the leased property and to cover the expenses of any water and electricity used by the docks.

In order to insure a fair and equitable right to future dock ownership for all of Tater Knob property owners, the docks cannot be sold outright, and/or leased out, and/or deeded to anyone by the present or future Dock Owners. Instead, the following rules for transferring dock ownership shall apply:

1. A Master Dock Waiting List (the Waiting List) will be maintained containing all of those names submitted to the Commodore of the Dock Owners by Tater Knob property owners who are not presently Dock Owners but who wish to be considered for future dock ownership. This Waiting List will be assembled as follows: Names will be added to the Master List in the order received by the Commodore.
2. When one of the Dock Owners sells his/her Tater Knob Property, or the property is deeded or transferred through death, by operation of law or otherwise (except for a transfer of such property to the spouse of such Dock Owner), or one of the Dock Owners voluntarily wishes to give up his/her dock, the Tater Knob property owner at the top of the Waiting List will be informed by the Commodore of the availability of one of such docks. Such property owner will have 14 days in which to inform the Commodore of his/her desire to purchase the dock directly from the previous owner.
3. As of December 1, 2015, the price of each dock is \$8,000.00. The price of the docks will be increased to reflect capital improvements and reserves held for repair and/or replacement, as determined by the Dock Owners. A sale shall take place only if such new Dock Owner has agreed to abide by the rules of dock ownership by signing the New Dock Owner Agreement in such form as the Dock Owners may require from time to time and shall have paid the purchase price in full within 30 days after informing the Commodore of his election to purchase. Should the potential new Dock Owner not wish to sign such agreement or not pay the purchase price within the time provided above, the purchase of the available dock will be offered to the next person on the Waiting List.
4. Any Tater Knob property owner on the Waiting List who elects not to exercise his/her option to purchase a dock at time of notification shall be moved to the bottom of the Waiting List, subject to the provisions of paragraph 6 below. Should no one be on the Waiting List at the time at which a dock becomes available or should no eligible Tater Knob property owner elect to purchase such dock, the Seller of the dock shall retain ownership of the dock until such time that any Tater Knob property

dock in accordance with this Agreement. This would be the only instance under which a non-Tater Knob property owner could retain ownership of one of these ten docks.

5. Any Dock Owner shall remain a Dock Owner only for as long as he owns and keeps a boat at the dock purchased by him. A boat shall be defined as any vessel required to be registered with the North Carolina Wildlife Resources Commission. Once he no longer owns a boat or fails to put a boat at his dock for 24 consecutive months, he will be considered to voluntarily have given up his dock. At that time his dock will be made available for purchase to one of the Tater Knob property owners on the Waiting List under the rules described above. If no one is on the Waiting List at that time, paragraph 4 above shall apply.

6. Joint ownership of a boat outside a family is permitted as long as it is with another Tater Knob Property Owner. When such joint ownership occurs, the Dock Owner must inform the Commodore, and the joint boat owner must execute the Tater Knob License Release and Indemnity Agreement. When that joint boat owner's name comes to the top of the Waiting List, he/she has the option to decline purchase of a dock that becomes available (thus making such dock available for another person on the Waiting List) and acquire the right to purchase his/her Joint Boat Owner's dock when it becomes available for purchase at the then price of Docks as provided in paragraph 3 above.

7. Joint ownership of docks may only occur if two or more individual dock owners decide to become joint owners of one dock.

8. Only one dock can be purchased by any Tater Knob property owner.

9. It is the intent that the Dock Owners, whether they be the legal property owners or not, transfer ownership of "their" dock to the next person on the Waiting List and not to their children or any other heirs, other than the spouse of the Dock Owner. All Dock Owners must be natural persons, and no beneficial owner of Tater Knob property through a trust, corporation, estate, or other entity shall have any right to succeed to ownership of a dock by reason of such beneficial ownership.

10. For Liability Reasons, it is agreed that (i) non-dock owning Tater Knob property owners who have executed and delivered to the Association the License, Release & Indemnity Agreement, in such form as the Association may require from time to time, and (ii) family members and guests of such owners, when accompanied by such owners, may have limited access to the Dock as outlined in the indemnity agreement. Dock Owners, along with their family members and guests, will have full use of the Dock in accordance with their Rules and Regulations (workers on their boats will have limited Dock access). The Tater Knob property owner or Dock Owner in each case shall be responsible for all actions of his/her guests and family members and workers. No person (including without limitation renters) other than those indicated above shall be allowed on the Dock at any time.

11. The Rules and Regulations and this Agreement shall become effective as of December 1, 2015, upon execution of this Agreement by both parties thereto and the adoption by the Dock Owners of the revised Rules and Regulations.

This is the entire Agreement between the parties and supersedes prior agreements between the parties.

Date June 1, ²⁰¹⁶~~2015~~

TATER KNOB PROPERTY OWNERS
ASSOCIATION, INC.

BY: 

DECIDENT

Date June 1, ²⁰¹⁶~~2015~~

TATER KNOB DOCK OWNERS

BY: 

COMMODORE