

## **Instructions For Completing Amenities Participation Agreement Documents**

1. This package contains the Wolf Laurel Resort Amenities User/Participant Agreement. This agreement is intended to be used by those individuals who wish to become members of The Amenities Program and support the ownership of the Village/Amenities by the residents, understand the importance of the amenities to Wolf Laurel property values, and desire to participate in the Amenities Program going forward on a non-ownership basis.
2. This document provides a process for those individuals to participate in the amenities without becoming an Equity Member of the WLPOA and committing themselves to the terms and conditions set forth in the Equity Membership Purchase Agreement and the Equity Membership Redemption Agreement.
3. On Page 2, please sign your name(s) where indicated and complete the other information as requested. Send the agreement along with your check made payable to WLPOA to:

WLPOA  
91 Village Lane  
Mars Hill, NC 28754

4. Alternatively, you may deliver this document and your check directly to the WLPOA office.
5. An officer of the WLPOA will complete the document as needed and return a copy to you for your records.
6. If you have any questions, please contact John Beneke (828 689-4736), Sonny Colvett (828 689-2327), or Jim Linkenauger (828 680-9891).



## **AMENITIES USER/PARTICIPANT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between \_\_\_\_\_ (hereinafter "Participant") and the Wolf Laurel Property Owners Association, a North Carolina non-profit corporation (hereinafter the "Association").

### **WITNESSETH**

**WHEREAS**, the Association is the owner of certain property in Wolf Laurel Resort known as the amenities (hereinafter the "Amenities") and

**WHEREAS**, in order to maintain the Amenities, the Association has amended its Bylaws and Articles of Incorporation to allow members of the Association, to use and enjoy the amenities; and

**WHEREAS**, the Association proposes to have two types of members, Equity and Non- Equity; and

**WHEREAS**, the Equity Members have entered into separate Equity Membership Purchase Agreements and Equity Membership Redemption Agreements. The former agreement serves as a contract between an individual property owner and the Association and sets forth the Equity Members' rights to use and participate in the Amenities and the costs and obligations to do so. The latter agreement serves to impose on a property owner's property a permanent covenant, restriction, and condition that will run with the land, and will provide that all owners of that property in the future must become an Equity Member of the Association. This agreement also provides a mechanism for Equity Members to have their equity fees returned when they are no longer property owners; and

**WHEREAS**, Non-Equity Members are those members who have chosen not to enter into the above agreements; and

**WHEREAS**, certain Non-Equity Members ("Participants") desire to participate in and use the amenities on a fee basis only; and

**WHEREAS**, a Participant is a Non-Equity Member of the Association:

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements to be kept and performed on the part of said parties hereto, respectively as herein stated, the Participant does hereby covenant and agree that he/she shall:

1. Pay a one time, non-refundable, non-transferable Initiation Fee of \$1,900 for the right to use and participate in the amenities and, for a period of not less than six full years from the date such participation begins, pay a Usage Fee in the same amount as the dues, assessments and other fees that an Equity Member is responsible for paying during this time.



2. Not receive any ownership interest in the assets or rights associated with the amenities program, other than those specifically expressed herein.
3. Be subject to all other rules and regulations, in regards to operation of the Amenities, that would also apply to an Equity Member.
4. Be relieved of all obligations associated with this agreement in the event that Participant ceases to be a property owner of any residential unit located within a twenty- mile distance of the Amenities facilities.

The Association covenants and agrees that it shall operate the Amenities in a sound, prudent manner.

This agreement, consisting of two (2) pages, shall be binding upon the parties, their successors, assigns, and personal representatives. The recitals section of this agreement is valid, binding, and enforceable. Time is of the essence on all undertakings. This agreement shall be enforced under the laws of the State of North Carolina

Signed the date and year first above written.

Signed in the presence of:

**Property Owners(s):**

\_\_\_\_\_

\_\_\_\_\_

Wolf Laurel Address:

\_\_\_\_\_

Mars Hill, NC 28754

Telephone No \_\_\_\_\_

**The Association:**

Wolf Laurel Property Owners Association Inc.

By: \_\_\_\_\_

Title: President \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary