

FOR REGISTRATION REGISTER OF DEEDS  
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**TO BE INDEXED IN THE GRANTEE INDEX IN THE NAMES OF "LEGACY LAKES" AND "LEGACY LAKES MASTER PROPERTY OWNERS ASSOCIATION, INC." AND IN THE GRANTOR INDEX IN THE NAME OF "FC PINEHURST, LLC"**

Drawn by and ~~mail~~ after recording to:  
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**MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LEGACY LAKES**

**THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEGACY LAKES** (the "Declaration") is made as of June 28, 2007 by **FC PINEHURST, LLC**, a North Carolina limited liability company ("Declarant").

PRELIMINARY STATEMENT

Declarant is the owner of the Existing Property. Declarant is developing the Existing Property as a residential development to be composed of detached and attached single family townhomes and houses and to be known collectively as Legacy Lakes.

The Property, including the Existing Property, is being developed under a common scheme and general plan for the improvement and maintenance of the Property. Further, the Property (including the Existing Property) either adjoins or is in close proximity to an existing 18-hole golf course facility (with driving range, clubhouse and related amenities) presently known as "Legacy Golf Links." Such golf course facilities are located on the Golf Course Property. Declarant wishes to insure the attractiveness of the Property and community facilities within Legacy Lakes and to prevent any future impairment thereof; to prevent nuisances; to preserve, protect and enhance the values and amenities of the Property; to provide for the use and development of the Property in harmony with the Golf Course Property and the operations thereon; to provide for the maintenance and upkeep of the Master Association Common Areas and Designated Maintenance Items; to pay a portion of the costs of maintaining landscaping

along public streets within and abutting the Property; and for other purposes as set forth herein; and, in order to accomplish these objectives, Declarant deems it advisable to subject the Existing Property, together with such additions as may hereafter be made thereto (as provided in Article III, Section 2 hereof), to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

Declarant deems it desirable, in order to insure the efficient preservation, protection and enhancement of the values and amenities of Legacy Lakes and the residents' enjoyment of the specific rights, privileges and easements in the community properties and facilities, that an organization be created to which will be delegated and assigned the powers of owning and maintaining all Master Association Common Areas, administering and enforcing these covenants and restrictions and collecting and disbursing the assessments and charges hereinafter imposed.

Declarant has formed for the purposes aforesaid or will form, a North Carolina non-profit corporation under the name of Legacy Lakes Master Property Owners Association, Inc.

## DECLARATION

NOW, THEREFORE, Declarant declares that the Existing Property is and shall be owned, held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens, which shall run with the real property (except as provided in Article IV, Section 10 hereof) and be binding upon and inure to the benefit of all owners thereof, their heirs, grantees, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

### ARTICLE I DEFINITIONS

Section 1. "Architectural Review Committee" shall mean a committee of not less than three nor more than five individuals appointed as hereinafter set forth to review plans and specifications as provided in Article IX hereof and to make the determinations provided in said Article IX. Until such time as Declarant no longer owns any Lot, the members of the Architectural Review Committee shall be appointed by Declarant, unless Declarant by written recorded document has assigned its rights under this paragraph to the Master Association, in which case the Board of Directors shall select the members of the Architectural Review Committee. After such time as Declarant no longer owns any Lot, the members of the Architectural Review Committee shall be appointed by the Board of Directors.

Section 2. "Board of Directors" shall have the meaning ascribed thereto in Article II, Section 4 hereof.

Section 3. "Bylaws" shall have the meaning ascribed thereto in Article II, Section 4 hereof.

Section 4. "Declarant" shall mean and refer to FC Pinehurst, LLC, a North Carolina limited liability company, and those of its successors and assigns, if any, to whom the rights of

Declarant hereunder are specifically transferred by written instrument, subject to such terms and conditions as Declarant may impose. Upon any transfer by Declarant of any or all of its Declarant rights and obligations hereunder, Declarant shall be relieved of any and all liabilities with respect to the rights and obligations so transferred. In no event shall any of the managers, members or employees of Declarant be held personally liable for the performance of any of the obligations of Declarant hereunder.

Section 5. "Design Guidelines" shall have the meaning ascribed thereto in Article IX, Section 26 hereof.

Section 6. "Designated Maintenance Items" shall mean the following items, if any, located in the Master Association Common Areas:

(a) Plants and landscaping (including, but not limited to, trees, hedges, shrubs, flowers, ground cover and grass), including, without limitation, plants and landscaping within the rights-of-way of public streets located within the Property.

(b) Light poles, fixtures, bulbs, traffic signals, wiring and all equipment related to the use thereof.

(c) Decorative and screening walls, retaining walls (provided, however, that neither Declarant nor the Master Association shall have the obligation to landscape any such retaining walls), benches, steps and walking paths.

(d) Outdoor furniture and benches.

(e) Signs, flag poles, flags, banners and seasonal decorations.

(f) Arbors, trellises, gazebos, pergolas, rose arches and similar structures.

(g) Fences and brick or stone walls.

(h) Sprinkler and irrigation systems (including water meter vaults and water meters used in connection with such systems), and also including sprinkler and irrigation systems within the rights-of-way of public streets located within the Property.

(i) Public or private water lines, sewer lines and stormwater drainage lines and easement areas and all fixtures related thereto, including, but not limited to, lift stations and related improvements, not maintained by the Moore County Utility Department or other appropriate governmental authority.

(j) Public or private sidewalks.

(k) Jogging/walking or nature trails.

(l) Lakes, ponds, streams, fountains and other water amenities, including, but not limited to, pumps, pipes, drains, drainage, water and electrical lines, fountain parts, fountain lights or other decorative lighting within a water amenity, water jets, filters, chlorinators, nozzles, weirs, switches and related equipment, easements or housings, gravel, stone or concrete beds, walls, dams and other structural housing for water containment or detention and directional control.

(m) Swimming pools (if applicable), swimming pool equipment and related apparatus, filters, chlorinators, pumps, drainage, water and electrical lines, outdoor furniture and equipment, and any related locker room and/or cabana facilities and any buildings connected therewith, including clubhouses.

(n) The Recreational Facilities.

(o) Other recreational facilities (if applicable), including tennis courts, nets, fencing, children's playground equipment, baseball diamonds, soccer facilities, boat houses, basketball and volleyball courts and similar recreation areas.

(p) Other items as approved by the Board of Directors.

There shall be excluded from the definition of Designated Maintenance Items any improvements maintained by the appropriate governmental authority or by a private (for profit) business entity, unless the Master Association has contracted with said governmental authority or business entity for the maintenance of the same. This Declaration imposes no obligation on Declarant to construct or install any of the Designated Maintenance Items.

Section 7. "Existing Property" shall have the meaning ascribed thereto in Article III, Section 1 hereof.

Section 8. "Home Site" shall mean any numbered plot of land intended for use as a single family residential dwelling, with delineated boundary lines, shown on any recorded subdivision map of the Property. In the event any Home Site is increased or decreased in size by Declarant by resubdivision through recordation of a new subdivision plat, any such newly platted Home Site shall thereafter constitute a Home Site for the purposes of this Declaration.

Section 9. "Improvements" shall mean and include all buildings, storage sheds or areas, barns or other freestanding storage areas, roofed structures, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, arbors, trellises, gazebos, poles, driveways, ponds, lakes, changes in grade or slope, site preparation, swimming pools and related structures, tree houses, children's playhouses, signs, exterior illumination, exterior antennae, earth satellite stations, microwave dishes, solar panels or other similar receiving, transmission or energy generating equipment, changes in any exterior color or shape, roofing materials or siding and any new exterior constructed or exterior improvement. The definition of Improvement(s) does not include garden shrub or tree replacement or any other replacement or repair of any magnitude that ordinarily would be expensed in accounting practice and that does not change exterior colors

or exterior appearances. The definition of Improvements includes both original Improvements and all later changes and repairs to Improvements.

Section 10. "Landscape Guidelines" shall have the meaning ascribed thereto in Article IX, Section 6 hereof.

Section 11. "Lot" shall mean and refer to any plot of land within the Property with delineated boundary lines (other than Master Association Common Areas, property located within public streets, and any other property that is reserved or established for the use of all Owners) that is designated for separate ownership by an Owner, including, without limitation, the Homes Sites. In the event of a subdivision of any Lot, each subdivided parcel shall also be considered a "Lot", and Lots may further be subdivided into additional parcels for the purpose of granting different lending institutions deeds of trust on portions of such areas to secure loans, and upon foreclosure, diverse ownership shall not constitute a violation hereof and each such parcel shall after such foreclosure be deemed a "Lot".

Section 12. "Master Association" shall mean and refer to Legacy Lakes Master Property Owners Association, Inc., a North Carolina non-profit corporation, formed or to be formed, and its successors and assigns.

Section 13. "Master Association Common Area" or "Master Association Common Areas" shall mean (i) all portions of the Property now or hereafter owned by the Master Association for the common use and enjoyment of all Owners and Tenants, and (ii) all portions of the Property designated as "Master Association Common Open Space", "Master Association Common Area" or "Master Association Landscape Area" on any plat of the Property heretofore or hereafter duly recorded in the Moore County Public Registry. All real property designated as "Master Association Common Open Space", "Master Association Common Area" or "Master Association Landscape Area" shown on any such plat of the Property shall be deemed "Master Association Common Area" both prior to its conveyance to the Master Association and after its conveyance to the Master Association. Master Association Common Areas shall not include any portion of the Property reserved for the common use and enjoyment of any sub-community within Legacy Lakes.

Section 14. "Member" shall mean and refer to each of the Owners, including Declarant, and every person or entity holding membership in the Association.

Section 15. "Owner" shall mean and refer to the record owners (including Declarant), whether one or more persons or entities, of fee simple title to any Lot, including contract sellers and owners of an equity of redemption, but excluding contract purchasers and those having such interests solely for the performance of an obligation.

Section 16. "Property" shall mean and refer to the Existing Property and any additions thereto that become subject to the Declaration pursuant to the provisions of Article III, Section 2 hereof.

Section 17. “Recreational Facilities” shall mean and refer to the clubhouse building, swimming pool, tennis courts and associated improvements and facilities to be constructed on the recreation area parcel shown on the Site Plan.

Section 18. “Site Plan” shall mean and refer to the site plan of the Existing Property attached hereto as Exhibit B.

Section 19. “Sub-Association” shall mean and refer to any residential property owners association now or hereafter formed by the developer of a sub-community within Legacy Lakes to oversee and administer the development of such sub-community and the maintenance of common areas specific to such sub-community. Each such Sub-Association, if any, shall enforce and administer a separate declaration of covenants, conditions and restrictions to be recorded in the Moore County Public Registry, which shall set forth covenants, conditions, restrictions, architectural review and control more particularly drafted to reflect the particular type and form of development of the sub-community subject thereto and shall require the Sub-Association to maintain any property that it owns or designates as being for the common benefit of its members. The declaration of covenants, conditions and restrictions for any such Sub-Association may require such Sub-Association to collect from its members the annual and special assessments due under this Declaration and pay such annual and special assessments directly to the Master Association on behalf of such members. Nothing in this Declaration requires the formation of any Sub-Association. The jurisdiction of any Sub-Association shall be subordinate to that of the Master Association.

Any declaration of covenants, conditions and restrictions for any Sub-Association (or any similar document imposing additional covenants on any portion of the Property) shall require the prior written approval of the Master Association. If the provisions of any such declaration of covenants, conditions and restrictions (or similar document) are more restrictive than the provisions of this Declaration, the more restrictive provisions shall control; provided, however, that this Declaration (including, without limitation, the easements and covenants granted and established hereunder) shall control over any such declaration of covenants, conditions and restrictions in the event of a conflict.

Section 20. “Tenant” shall mean a tenant, licensee or other occupant occupying any Lot under a lease or other occupancy agreement with the Owner of that Lot.

## ARTICLE II MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner of a Lot shall be a Member of the Master Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Membership in the Master Association shall inure automatically to an Owner upon acquisition of fee simple title (whether encumbered or not) to a Lot. The date of recordation in the Office of the Register of Deeds of Moore County of the conveyance of the Lot in question shall govern and determine the date of ownership of each particular Lot. However, in the event of an Owner’s death, the transfer of ownership shall occur on the date of death, in the case of intestacy, or on the date of probate of the will, in the case of testacy. Until a decedent’s will is

probated, the Master Association may rely on the presumption that a deceased Owner died intestate.

Section 2. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be two classes of Lots with respect to voting rights:

(a) Class A Lots. Class A Lots shall be all Lots except Class B Lots. Each Class A Lot shall entitle the Owner(s) of the Class A Lot to one (1) vote for each Lot owned in the Property. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine by majority vote based on ownership interest, but in no event shall the vote or votes be cast separately with respect to any jointly owned Lot.

(b) Class B Lots. Class B Lots shall be all Lots owned by Declarant that have not been converted to Class A Lots as provided in subparagraphs (1) or (2) below. Declarant shall be entitled to three (3) votes for each Lot owned in the Property. The Class B Lots shall cease to exist and shall be converted to Class A Lots upon the first to occur of the following:

(i) The date on which the total number of votes appurtenant to the Class A Lots equals the total number of votes appurtenant to the Class B Lots; or

(ii) January 1, 2015.

When the Class B Lots cease to exist and are converted to Class A Lots, Declarant shall have the same voting rights as other Owners of Class A Lots.

Section 3. Amendment. Notwithstanding anything to the contrary set forth in this Declaration, so long as Declarant owns any Lot, neither this Declaration nor the Bylaws may be amended without Declarant's written consent.

Section 4. Board of Directors. The Master Association shall be governed by a Board of Directors (the "Board of Directors") in accordance with the Bylaws of the Master Association (the "Bylaws"). Notwithstanding the provisions of Section 2 above, Declarant shall have the right to appoint or remove by written notice to the Board of Directors any member or members of the Board of Directors or any officer or officers of the Master Association until such time as the first of the following events occurs:

(a) Class B Lots cease to exist and are converted to Class A Lots;

(b) Declarant surrenders the authority to appoint and remove members of the Board of Directors and officers of the Association by an express amendment to this Declaration executed and recorded by Declarant; or

(c) January 1, 2015.

ARTICLE I  
PROPERTY SUBJECT TO DECLARATION PROPERTY RIGHTS

Section 1. Existing Property. The real property that is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Moore County, North Carolina and is more particularly described on Exhibit A attached hereto and incorporated herein by this reference. This property is sometimes referred to herein as the “Existing Property”.

Section 2. Additions and Exclusions to Existing Property. Additional real property (and common areas) that is contiguous to the Existing Property may be annexed to the Existing Property by Declarant and brought within the scheme of this Declaration and the jurisdiction of the Master Association without the consent of the Master Association or the Members, provided that said annexations must occur prior to January 1, 2015. The additions of such property authorized under this Section shall be made by recording a supplementary Declaration of Covenants, Conditions and Restrictions executed by Declarant with respect to the additional property, which shall extend the operation and effect of the covenants, easements, conditions and restrictions in this Declaration to such additional property. Declarant reserves the right to release from the Existing Property up to 15 acres for development as a commercial site by recording an amendment to this Declaration carving such commercial site out of the Existing Property, provided that (a) any such released property shall nonetheless constitute Property subject to Article XI hereof and (b) any such amendment shall be subject to the requirements of Article XII, Section 2 below.

Section 3. Ownership of Master Association Common Areas. On or prior to the date on which all of the Property has been conveyed by Declarant to other Owners, Declarant shall convey the Master Association Common Areas to the Master Association. Notwithstanding the recordation of any map or any other action by Declarant or the Master Association, the Master Association Common Areas shall remain private property and shall not be considered as dedicated to the use and enjoyment of the general public. Notwithstanding Declarant’s ownership of any Master Association Common Areas, the Master Association shall be responsible for the upkeep and maintenance of the same as soon as they are designated as Master Association Common Areas by Declarant or the Master Association or any Owner has commenced to use or has the right to use the same.

Section 4. Owner’s Rights to Use and Enjoy Master Association Common Areas. Except as limited by Section 5 of this Article III, and subject to the rights of Declarant and the Master Association set forth in Article VII hereof and further subject to the provisions of Article XI hereof, every Owner and Tenant shall have a non-exclusive right and easement to use and enjoy the Master Association Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- (a) The right of the Master Association to promulgate and enforce reasonable regulations governing the use of the same to ensure the safety and rights of all Owners and Tenants.
- (b) The right of the Master Association to suspend the voting rights and rights of an Owner or Tenant to the use of any Master Association Common Areas for any period during

which any assessment or other charge against its Lot remains unpaid for a period of thirty (30) or more days, or for reasonable periods for non-monetary violations of this Declaration or the Bylaws, after providing such Owner or Tenant notice and an opportunity to be heard in accordance with the provisions of Section 47F-3-107.1 of the North Carolina Planned Community Act.

(c) The right of the Master Association to dedicate or transfer all or any part of the Master Association Common Areas and Designated Maintenance Items to any public agency, authority or public or private utility. Except as provided below, no such dedication or transfer shall be effective unless the Members entitled to at least eighty percent (80%) of the votes appurtenant to all of the Lots agree to such dedication or transfer and signify their agreement by a signed and recorded written document; provided, however, that the Master Association and Declarant shall have the right, power and authority to (i) grant easements and rights-of-way for the installation and maintenance of drainage facilities and of utilities, whether private, public or quasi-public, including cable television, telephone, water, gas, sanitary sewer and storm water drainage upon, over, under and across any Master Association Common Areas without the consent of the Members when, in the sole opinion of the Board of Directors, such easements are required or reasonably necessary for the development and/or the convenient use and enjoyment of the Property and will not unreasonably interfere with the overall use and enjoyment of the Master Association Common Areas, and (ii) convey at such purchase price as the Board of Directors deems appropriate strips or portions of the Master Association Common Areas to any Owner in order to resolve any gap, gore, overlap or other boundary line conflict or to make any Lot more usable for its intended purpose without the consent of the Members provided such conveyance does not in the good faith judgment of the Board of Directors adversely affect the overall use and enjoyment of the Master Association Common Areas.

(d) The right of the Master Association, with the consent of Members entitled to at least eighty percent (80%) of the votes appurtenant to the Lots, to mortgage, pledge, deed in trust, or otherwise hypothecate or encumber any or all of its real or personal property as security for money borrowed or debts incurred.

(e) The right of the Master Association to grant easements over, across and under the Master Association Common Areas as provided in this Declaration.

(f) Declarant shall have, for its benefit, easements for ingress, egress, use and enjoyment over, in, to and throughout the Master Association Common Areas.

(g) Declarant reserves the right to relocate the boundary of any Master Association Common Areas. Declarant shall effect such boundary change by recordation of a supplemental Declaration setting forth the revised boundaries of any such Master Association Common Areas. Such supplemental Declaration may be effected without the consent of the Members.

#### Section 5. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner and Tenant in Section 4 of this Article III may be exercised by members of the Owner's and Tenant's family

who occupy the residence of the Owner or Tenant within the Property as their principal residence in Moore County, North Carolina, as applicable.

(b) Guests. Recreational facilities, if any, located on Master Association Common Area situated upon the Property may be utilized by guests of Owners and Tenants subject to such rules and regulations governing said use of the Master Association as may be established by the Board of Directors.

Section 6. Special Provisions Regarding Recreational Facilities. Declarant intends to construct and install the Recreational Facilities. Upon completion of the Recreational Facilities, Declarant may sell and transfer, with the written consent of its mortgagee (if any), the Recreational Facilities to the Association to become Master Association Common Area and the Association will purchase such Recreational Facilities from Declarant for use as Master Association Common Area. The purchase price for the Recreational Facilities shall not exceed the actual cost of design, construction and installation of the Recreational Facilities plus a cost for the associated land of not more than Twenty Thousand Dollars (\$20,000) per acre. The purchase price shall be paid in cash at closing or, at the option of the Association, in the form of a balance purchase money promissory note (the "Note"). The Note shall state that: (i) for the first five (5) years following the date of the Note, interest shall accrue at a fixed rate per annum equal to the "prime rate" (as announced by Bank of America, N.A.) in effect on the date of the Note; (ii) no principal or interest shall be due for a period of five (5) years from the date of the Note; (iii) commencing on the date that is five (5) years after the date of the Note, the Association shall pay the monthly amount necessary to fully amortize the principal amount of the Note (plus the interest that accrues thereon during the initial 5-year term of the Note) over a 30-year period at a fixed rate of interest per annum equal to the prime rate then in effect; and (iv) all or any portion of the principal amount of the Note may be prepaid without penalty. The Note shall be secured by the grant of a deed of trust encumbering the Recreational Facilities Land. The Note and deed of trust may be sold and/or transferred by Declarant to a third party lender in Declarant's sole discretion. Notwithstanding anything set forth herein to the contrary, Declarant and/or the Association shall have the following rights with respect to the Recreational Facilities:

(a) Declarant shall have the right to use the Recreational Facilities for office or sales purposes so long as Declarant owns any portion of the Property, provided that in such event Declarant shall pay a reasonable rental to the Association for such use.

(b) Declarant, so long as it owns any portion of the Property, and the Association may permit persons residing outside of the Property to use the Recreational Facilities upon such conditions, and for such fees payable to the Association, as Declarant or the Association may determine from time to time in their reasonable discretion.

(c) The Association shall have the right to permit the use of the Recreational Facilities or any portion thereof for private, charitable or promotional functions.

(d) The Association shall have the right to lease or grant concessions or contract with others to provide programs or services within the Recreational Facilities to the Owners and

residents of the Property, and in connection therewith may permit persons residing outside of the Property to attend or use such programs or services.

Section 7. Water and Sewage Systems. Declarant has caused (or will hereafter cause) water and sewage systems to be constructed and installed on the Property, including the Master Association Common Areas and through easements over certain Lots for the benefit of Owners and Tenants. Upon completion of said systems, Declarant shall convey to the Master Association any and all pipes, fixtures, wells, pumps and other equipment comprising that portion of the water and sewer systems that are private, that are not located on a Lot (except within a designated easement area), and that are not owned, operated and maintained by the Moore County Utility Department. That portion of the water and sewer system not owned, operated and maintained by the Moore County Utility Department and that is conveyed to the Master Association (the "Private System"), if any, shall be owned, operated and maintained by the Master Association. The Private System, if any, may connect at various points to the public system maintained by the Moore County Utility Department, and the water usage of the Private System shall be maintained by master meters located at such connection points.

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by Declarant within the Property, hereby covenants and agrees to pay, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Master Association (either directly to the Master Association or, in the case of Owners of Homes Sites that are members of a Sub-Association, through payment to the applicable Sub-Association, which Sub-Association shall pay such assessments directly to the Master Association on behalf of such Owners): (1) annual assessments or charges; and (2) special assessments for capital improvements, repairs and maintenance and other purposes. The Master Association, or its agent or representative, may file a lien against any Lot for which any such assessment or charge due hereunder is not paid within thirty (30) days after the due date, and any such lien may be foreclosed by the Master Association in accordance with the power of sale granted by Article 2A of Chapter 45 of the North Carolina General Statutes or by judicial foreclosure as provided in Article 29A of Chapter 1 of the North Carolina General Statutes. If the Master Association files any lien permitted by this Declaration, the Master Association shall be permitted to levy an administrative fee in an amount not to exceed the greater of (i) ten percent (10%) of the amount secured by the lien or (ii) \$500.00, and such administrative fee shall also be secured by the lien. The amount secured by any such lien shall also include costs and reasonable attorneys' fees to the extent permitted by Section 47F-3-116 of the North Carolina Planned Community Act. Any such assessment or charge, together with interest, costs and reasonable attorneys' fees (to the extent permitted by Section 47F-3-116 of the North Carolina Planned Community Act), shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees (to the extent permitted by Section 47F-3-116 of the North Carolina Planned Community Act), shall also be the personal or corporate obligation of the person(s), firm(s) or corporation(s) owning such property at the time when the assessment fell due, but such personal obligation shall not be

imposed upon such Owner's successors in title unless expressly assumed by the successor in title, but such unpaid assessment charges shall continue to be a lien upon the property against which the assessment has been made. In the case of co-ownership of a Lot, all of the co-owners shall be jointly and severally liable for the entire amount of any assessment.

Section 2. Purposes of Assessments and Duties of the Master Association. The assessments levied by the Master Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Designated Maintenance Items and Master Association Common Areas in keeping with standards exhibited at other Class A golf communities located in the Moore County, North Carolina area, including, but not limited to, the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against any such property, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Master Association when necessary, payments of principal and interest on funds borrowed for Master Association purposes and such other needs as may arise.

Without limiting the generality of the above-described purposes, the Master Association shall be responsible for performing the following in a diligent and reasonable manner, and the assessments levied by the Master Association may be used for the following purposes:

(a) To maintain all trails or paths in the Master Association Common Areas in reasonably passable condition, free from fallen trees, undergrowth and other obstructions, and to keep dead, diseased or decaying trees, shrubs and bushes removed from such areas and to replace such items with new trees, shrubs and bushes.

(b) To maintain all Master Association Common Areas in accordance with the highest standards for such private facilities.

(c) To keep all Master Association Common Areas clean and free from refuse and debris, to maintain the amenities in a clean and orderly condition and to maintain the landscaping therein in good condition and appearance, including any necessary removal and replacement of landscaping.

(d) To pay all ad valorem taxes levied against the Master Association Common Areas and any other property owned by the Master Association.

(e) To pay the premiums on all hazard insurance, public liability insurance and officers' and directors' liability insurance carried by the Master Association.

(f) To pay legal, management, accounting and other professional fees incurred by the Master Association in carrying out its duties as set forth herein or in the Bylaws.

(g) To maintain the signs and landscaping in the Master Association Common Areas.

(h) To maintain all Designated Maintenance Items.

(i) To provide such maintenance in addition to that provided by the applicable governmental authorities with respect to public streets located within the Property as the Master Association shall deem appropriate, including the clearance of storm drainage inlets to remove debris.

(j) To pay for the cost of street light lease charges, if any, for street lights located within public right-of-ways within the Property.

Section 3. Annual Assessments.

(a) Until January 1, 2009, the maximum annual assessment for each Lot shall be \$900.00. Lots which have been recorded on a final subdivision map with Moore County but upon which a Certificate of Occupancy has not been issued for the Improvements built or to be built thereon will pay dues at a rate of thirty-three and one-third percent (33.333%) of the maximum annual assessment. From and after January 1, 2009, the maximum annual assessment for each Lot may be increased or decreased by the Board of Directors effective January 1 of each year, without a vote of the membership, but subject to the limitation that the percentage of any such increase shall not exceed fifteen percent (15%) of the maximum assessment for each Lot for the previous year. In the event the maximum annual assessment for each Lot is not increased for any particular year or years, the amount that it might have been increased for such year shall be added to the maximum amount the assessment could be increased for each succeeding year, to the effect that the maximum increase shall be cumulative for the current year and all prior years. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be increased in excess of the maximum annual assessment for each Lot set forth above without limitation if such increase is approved by no less than sixty-seven percent (67%) of the votes appurtenant to each class of Lots (Class A and Class B), cast in person or by proxy, at a meeting duly called for such purpose.

(b) The Board of Directors may fix the annual assessment at an amount not in excess of the permitted maximum. Any annual assessment established by the Board of Directors shall continue thereafter from year to year as the annual assessment until changed by said Board of Directors.

(c) The annual assessments may include a reserve for replacement and repair, which reserve, if not expended, would be treated the same as excess funds. If, for any given calendar year, excess funds remain after payment of all expenditures for such calendar year, then such excess funds may be applied in payment of expenditures in succeeding calendar years or to the reserve in the discretion of the Board of Directors.

Section 4. Special Assessments for Capital Improvements and Other Matters. In addition to the annual assessments authorized above, the Master Association may levy, in any assessment year, special assessment(s) for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvements upon any Master Association Common Areas, including, but not limited to, fixtures and personal property related

thereto, any Designated Maintenance Items, any private water or sewer or stormwater drainage line owned by Declarant or the Master Association, repayment of indebtedness and interest thereon, providing funds to pay for unforeseen or unbudgeted expenditures, borrowing the funds to make the Property comply with zoning ordinances, and borrowing of money for capital improvement and pledging or mortgaging of Master Association property as security for loans; provided, however, that (i) except as set forth in the next sentence, any such special assessment shall have the same consent of the Members as provided in the last sentence of Section 3(b) of this Article, (ii) the Master Association shall in no event convey or subject to a security interest any portion of the Master Association Common Areas except in compliance with Section 47F-3-112 of the North Carolina Planned Community Act, and (iii) in no event shall the Master Association levy special assessments for the initial construction of amenities. Notwithstanding the foregoing, the Master Association may levy, in any assessment year, a special assessment without consent by the Members, provided that any such assessment (i) may not exceed \$100 per Lot, (ii) when combined with the annual assessment per Lot for such year, shall be subject to the maximum annual assessment described in Section 3(a) of this Article and (iii) shall be included within a budget to be presented to the Members for ratification in accordance with the terms of the Bylaws.

Section 5. Discount for Certain Home Sites. Notwithstanding anything to the contrary set forth in this Declaration, all annual and special assessments shall be discounted by fifteen percent (15%) for the Home Sites located within the portion of the Property depicted on the Site Plan attached hereto as Exhibit B and designated thereon as "Active Adult" Home Sites.

Section 6. Collection. Annual and special assessments shall be collected annually, semi-annually in two (2) equal installments or quarterly in four (4) equal installments as determined by the Master Association. Late billing for a portion of any assessment shall not affect an Owner's obligation to pay the same. Notwithstanding anything to the contrary set forth in this Declaration, any applicable Sub-Association may collect the assessments due under this Declaration from its members and pay such assessments directly to the Master Association.

Section 7. Notice of Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent by first class or registered mail to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast ten percent (10%) of the votes that may be cast for election of the Board of Directors shall constitute a quorum. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirement by the affirmative vote of a majority of those present in person or by proxy.

Section 8. Date of Commencement of Annual Assessments; Due Date; Certificate of Payment. The annual assessment provided for herein shall commence as to all Lots on the later of January 1, 2008 or the date the first Lot is conveyed by Declarant and thereafter shall be assessed as of January 1 of each year. At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each Lot and at least fifteen (15) days before January 1 of each year shall send written notice of each assessment to every Owner subject thereto; provided, however, the failure of the Board of Directors to establish

such assessment amounts and to give notice thereof by such dates shall not prohibit the establishment of an increase at a later date nor prohibit the Master Association from collecting such increased assessment. The due dates for the payment of annual and special assessments shall be established by the Board of Directors. The Master Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Master Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Master Association. Any assessment or other charge due hereunder not paid within ten (10) days after the due date shall incur a late charge of \$20.00 per month. The Master Association may impose a fine (in addition to the late charge specified above) if any assessment or other charge due hereunder is not paid within thirty (30) days after the due date, or upon any non-monetary violation of this Declaration, the Bylaws or the Articles of Incorporation adopted by the Master Association, after providing the Owner charged notice of the charge, an opportunity to be heard and present evidence at a hearing, and notice of the Master Association's decision in accordance with Section 47F-3-107.1 of the North Carolina Planned Community Act. If the Master Association elects to impose a fine, the fine may not be imposed until five (5) days after the decision is rendered, and the fine shall not exceed \$100.00 per day for each day after the decision that the violation occurs.

The Master Association, or its agent or representative, may file a lien, in accordance with the provisions of Section 1 of this Article, against any Lot for which any such late fee or fine due hereunder is not paid within thirty (30) days after the due date. Notwithstanding the foregoing, the Master Association may not foreclose a lien under the power of sale granted by Article 2A of Chapter 45 of the North Carolina General Statutes if the debt securing the lien consists solely of fines imposed by the Master Association, interest on unpaid fines, administrative fees imposed by the Master Association, or attorneys' fees incurred by the Master Association solely associated with fines imposed by the Master Association. The Master Association may, however, enforce such a lien by judicial foreclosure as provided in Article 29A of Chapter 1 of the North Carolina General Statutes. The amount secured by any such lien shall include costs and reasonable attorneys' fees to the extent permitted by Section 47F-3-116 of the North Carolina Planned Community Act. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Master Association Common Areas or other property of the Master Association or by abandonment of his, her or its Lot.

Section 10. Subordination of the Lien to Deeds of Trust. The liens provided for herein shall be subordinate to the lien of any first deed of trust on a Lot. Sale or transfer of any Lot shall not affect any assessment lien. However, the sale or transfer of any Lot that is subject to any deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof that became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to any first deed of trust.

Section 11. Exempt Property. All portions of the Property dedicated to, and accepted by, a local public authority and all portions of the Property owned by a charitable or non-profit

organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. All Master Association Common Areas shall also be exempt from the assessments created herein. Furthermore, all Lots owned by Declarant shall be exempt from the assessments created herein for so long as Declarant funds any deficit in the annual budget.

Section 12. Capital Contribution. Notwithstanding anything to the contrary set forth in this Declaration, every Owner (other than a successor Declarant) who purchases a Lot from Declarant shall pay to the Association at the time of the closing on such Lot a non-refundable capital contribution fee of \$200.00, which amount shall be held by the Association in reserve for maintenance, repair, construction and replacement of capital assets and improvements within the Master Association Common Areas. Such amounts shall not be required to be held in an interest bearing account, may be commingled by the Association with its other reserve funds, and shall not reduce an Owner's obligation to pay annual assessments or special assessments.

## ARTICLE V EXTERIOR MAINTENANCE

Each Owner shall maintain the grounds and the Improvements situated on its Lot, including, but not limited to, plantings, landscaping, hedges, fencing, walls, roofs, windows, siding, lawns, driveway entrances, driveway bridges, driveways and any portion of any public drainage easement affecting such Lot as shown on any recorded map of the Property, at all times in a neat and attractive manner satisfactory to the Board of Directors and otherwise in compliance with this Declaration. Upon an Owner's failure to do so, the Master Association may, at its option, after approval by a majority vote of the Board of Directors and after giving the Owner ten (10) days written notice sent to its last known address or to the Lot, have the grass, weeds, shrubs and vegetation mowed, cut, cleaned or pruned when and as often as the same is necessary in its judgment; have dead trees, shrubs and plants removed from such Lot and replaced; have any portion of the Lot resodded or landscaped; repair or replace all or any portion of the driveway entrance or any bridge or driveway; and maintain, repair or replace all or any portion of any public drainage easement located on such Lot. All expenses of the Master Association under this Article shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Lot. The Owner shall remove mud stains and any construction discoloration from the foundation of any Improvements upon completion of such Improvements. Upon Owner's failure to maintain the exterior of any structure, including, without limitation, the roof, walls, trim and foundation, in good repair and appearance, the Master Association may, at its option, after approval by a majority vote of the Board of Directors and after giving the Owner of the Lot thirty (30) days written notice sent to its last known address or to the Lot, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Master Association upon the Owner's failure to do so shall be immediately due and owing from the Owner and shall constitute an assessment against the Lot, collectible in a lump sum and secured by the lien against such Lot as herein provided. The Master Association or its agents or employees may enter any Lot between the hours of 8:30 a.m. and 6:00 p.m. (or during other hours in the case of an emergency) to perform the maintenance and repairs set forth herein and such entry shall not be a trespass.

## ARTICLE VI RESTRICTIONS

Section 1. Use Restrictions. All Home Sites shall be used exclusively for single family residential purposes. The primary Improvements constructed within any Home Site shall consist exclusively of residential dwellings. All garages and parking spaces shall be used exclusively for the parking of passenger vehicles or light (i.e., non-commercial) vans or pick up trucks. Notwithstanding the foregoing, Declarant (and its designees) shall have the right to use up to twenty (20) Home Sites designated from time to time by Declarant (or its designees with Declarant's approval) for the purpose of construction and operation of sales and marketing centers and for related uses. No trade or business of any kind shall be conducted upon a Lot or any part thereof except as permitted above. Without limiting the foregoing, no Lot or any portion of the Property may be used for or as a "Residential Institution". For purposes of this paragraph, a "Residential Institution" shall mean and refer to a nursing home, child care center, boarding house, dependent living facility, adult care center, adult care home, family child care home, group home, residential day care, house of detention, reform school, asylum, or institution of a kindred character, or any structure to house, provide a residence for, or be occupied by three or more persons, unrelated by blood, marriage or adoption on a temporary or permanent basis.

Section 2. Obstructions. There shall be no obstruction of the Master Association Common Areas, nor shall anything be kept or stored in such areas by any Owner, nor shall anything be altered, constructed or planted in, or removed from such areas, without the prior written consent of the Master Association.

Section 3. Restricted Actions by Owners. No Owner shall permit anything to be done or kept on the Property that will result in the cancellation of or increase in the cost of any insurance carried by the Master Association or any other Owner, or that would be in violation of any law. No waste shall be permitted in the Master Association Common Areas. Each Owner shall comply with all laws, regulations, ordinances (including, without limitation, applicable zoning ordinances) and other governmental rules and restrictions applicable to such Owner's Lot.

Section 4. Signs. No sign of any kind (exclusive of street address identification numbers and political signs) shall be displayed on any Lot without the written consent of the Architectural Review Committee; provided, however, that no more than one (1) uniform professional sign, designed and approved by the Architectural Review Committee in accordance with the sign criteria contained within the Design Guidelines (as defined in Article IX, Section 26 hereof) may be displayed on a Home Site if the sign is for the purpose of (i) advertising the Home Site for sale, (ii) advertising the building contractor constructing improvements on the Home Site during the initial construction and sales period or (iii) identifying the sales office and/or model home of a building contractor that owns the Home Site. Notwithstanding the foregoing, (i) nothing herein shall act to restrict or prohibit Declarant or the Master Association from erecting and maintaining directional and other signs relating to the use of the Property, including, but not limited to, signs and billboards advertising the Property or portions thereof, advertising prices for Home Sites or identifying amenities, (ii) all signs erected and maintained

on any Home Site or Master Association Common Areas must conform with all applicable governmental requirements and (iii) the Master Association and Declarant shall have the right to install signs in the Master Association Common Areas.

Section 5. Damage to the Master Association Common Area. Each Owner shall be liable to the Master Association and/or Declarant for damage to property owned by any of them caused by the negligence or willful misconduct of the Owner or its family, tenants, guests, agents, contractors, employees or invitees. Owner will be held responsible for any sums expended by the Master Association to repair such damage.

Section 6. Rules of the Master Association. The Board of Directors shall have the power and authority to promulgate rules and regulations to enable the Master Association to carry out the letter and intent of this Declaration. All Owners shall abide by all rules and regulations so adopted by the Board of Directors from time to time. The Board of Directors shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and any Owner violating such rules and regulations shall be liable to the Master Association for all damages and costs, including reasonable attorneys' fees, resulting from such violations. The Board of Directors shall not have the power to impose restrictions, rules or limitations on Declarant.

Section 7. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for commercial purposes. All dogs must be kept contained, tied or on a lead within the Property or on any Lot. No dog run may be constructed or maintained on any Lot unless such dog run has been approved in writing by the Architectural Review Committee. Notwithstanding the foregoing, the Master Association reserves the right to prohibit or require the removal of any dog or other animal from the Property that, after consideration of factors such as size, breed and disposition of the animal, interference by the animal with the peaceful enjoyment by other Owners and the security measures taken by the Owner with respect to such animal, the Master Association, in its sole discretion, deems to be undesirable, a nuisance or a safety hazard. Each Owner shall be responsible for picking up and properly disposing of its pet's waste in any Master Association Common Areas and publicly dedicated rights-of-way.

Section 8. Waste. No Lot may be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any Lot except on a temporary basis in sanitary containers.

Section 9. Vehicles. No recreational vehicles or equipment, including a motorboat, houseboat or other similar water-bourn vehicle, trailers, or any motor home or "camper" vehicle, may be maintained, stored or kept on any portion of the Property, except in enclosed garages on Home Sites or in areas specifically designated by the Board of Directors. No vehicle of any size that transports inflammatory or explosive cargo may be kept within the Property at any time. No vehicles that are not in operating condition may be stored or situated on any Lot unless stored in an enclosed garage. Parking of motor vehicles not otherwise prohibited by this paragraph shall

be permitted in the following areas only: (i) enclosed garages on Home Sites; (ii) driveways on Homes Sites; or (iii) designated on-street parking areas within the community.

## ARTICLE VII EASEMENTS

Declarant hereby reserves, for the benefit of Declarant and the Master Association, permanent easements for construction, installation, maintenance and continued location of driveways, sidewalks, walkways, parking areas, public and private water/sewer lines, gas lines, cable television lines, telephone lines, electric power lines, sanitary sewer and storm drainage facilities, for other utility installations and for environmental protection of trees and wetlands in, to, over and under the Master Association Common Areas and in the areas shown on recorded plats of the Property. Further, perpetual easements five feet (5') in width for the installation, repair and maintenance of general service utilities and facilities are hereby reserved for the benefit of Declarant and the Master Association over, under, through and along the front and rear boundary lines of all Lots, and perpetual easements three feet (3') in width for such purposes are reserved over, under and through and along all side lines of all Lots. Furthermore, an easement is hereby reserved for the benefit of Declarant and the Master Association over, under and through any Master Association Common Area and along that portion of any Lot upon which is located any brick or stone wall or any portion thereof for the construction, replacement, maintenance and continued location of such brick or stone wall, together with a general right of ingress, egress and regress over and upon any such Lot for the purpose of accessing such construction and location easement. In the event it is determined that other and further easements are required over any Lot in locations not shown on the recorded plat and not along rear or side boundary lines, such easements may be established by Declarant, except that if any such easements are reserved or established after the conveyance of the Lot to be affected thereby, the written consent of the Owner or Owners of such Lot and of the mortgagees of deeds of trust constituting a lien thereon shall be required. Declarant or the Master Association may, without consent or approval of any Owner, grant or convey any of the easement rights hereinabove reserved for the purposes set forth herein to any person, public or private utility or service company or any agent of Declarant or the Master Association. The Master Association and Declarant shall have the right, power and authority to grant easements and rights-of-way for the installation and maintenance of drainage facilities and of utilities, whether private, public or quasi-public, including cable television, telephone, electric, water, gas, sanitary sewer and storm drainage upon, over, under and across any Master Association Common Areas without the consent of the Members when, in the sole opinion of the Board of Directors, such easements are required or reasonably necessary for the development and/or the convenient use and enjoyment of the Property and, in the sole opinion of said Board, will not unreasonably interfere with the overall use and enjoyment of the Master Association Common Areas. Each Owner, by accepting a deed to a Lot, expressly grants to the Master Association and to Declarant, or either of them, an irrevocable power of attorney for the purpose of granting easements in, on, over, through and across the Master Association Common Areas as permitted herein. No structure, planting or other material shall be placed or permitted to remain within any easements provided for above that may interfere with the installation of sewage disposal facilities and utilities or that may change the direction of flow or drainage channels in the easements or that may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE VIII  
FINANCING

Section 1. Approval of Owners and Holders of First Deeds of Trust. Unless at least fifty-one percent (51%) of the owners and holders of the first deeds of trust on Lots located within the Property have given their written approval, the Master Association shall not:

(a) By act or omission, seek to abandon, partition, encumber, sell or transfer any real estate or improvements thereon that are owned, directly or indirectly, by the Master Association. The granting of easements for utilities or other purposes or the transfer to a public agency or governmental unit shall not be deemed a transfer within the meaning of this clause.

(b) Change the method of determining the obligations, assessments, dues or other charges that may be levied against an Owner.

(c) By act or omission, change, waive or abandon any plan of regulation or enforcement thereof pertaining to the architectural design or the exterior appearance of Improvements located on any Lot, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.

(d) Fail to maintain fire and extended coverage insurance on insurable improvements in the Master Association Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value.

(e) Use the proceeds of any hazard insurance policy covering losses to any part of the Master Association Common Areas for other than the repair, replacement or reconstruction of the damaged improvements; provided, however, that if after repair or replacement of the damaged improvements, there are excess proceeds remaining, such excess proceeds may be used by the Master Association to meet its other obligations hereunder.

Section 2. Books and Records. Any owner and holder of a first deed of trust on a Lot shall have the right to examine the books and records of the Master Association during business hours upon giving Declarant or the Master Association at least three (3) days written notice.

Section 3. Payment of Taxes and Insurance Premiums. The Owners and the holders of first deeds of trust on Lots may, jointly or singly, pay taxes or other charges that are in default and that may or have become a charge or lien against any of the Master Association Common Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy for property owned by the Master Association and the persons, firms or corporations making such payments shall be owed immediate reimbursement therefor from the Master Association.

ARTICLE IX  
CONSTRUCTION OF IMPROVEMENTS AND ARCHITECTURAL CONTROL

Certain Lots border on the Golf Course Property (which is defined below in Article XI). Article XI of this Declaration imposes on these Lots and any other portion of the Property that borders on the Golf Course Property certain additional easements and restrictions. Even if an Improvement or other item is permitted or approved (or deemed approved) under this Article IX or elsewhere in this Declaration, such Improvement or item nonetheless may still be prohibited under Article XI.

Section 1. Construction of Improvements.

(a) Notwithstanding anything contained within this Declaration to the contrary, no Owner (other than Declarant, which shall be exempt from the below requirements of this Article IX) shall undertake on any Lot (i) any construction of any Improvement(s), which shall include, in addition to the actual erection of a dwelling and its appurtenances, any staking, clearing, excavation, grading or other site work, (ii) the initial installation of any landscaping, plantings, trees or shrubs or any material alterations thereto, other than general maintenance of landscaping located pursuant to previously approved landscaping plans, or (iii) any exterior modification, change or alteration of any Lot or Improvement located thereon, whether functional or decorative, unless and until the type or size thereof, materials to be used in construction, exterior color scheme, exterior lighting plans, specifications and details thereof and site plans showing the proposed location of the dwelling, garage and driveways upon the Lot have been approved in writing by the Architectural Review Committee and copies of said approved plans, specifications and details have been filed with the Architectural Review Committee. Generally, the design, construction materials and roof lines of Improvements must be consistent with the Design Guidelines. In determining acceptable construction materials, which determination shall be in the Architectural Review Committee's sole discretion, the Architectural Review Committee may take into consideration the desire for high quality aesthetic appeal and long term value both in utility and appearance. The Architectural Review Committee may refuse approval of plans, location, exterior color or finish or specifications for any reason, including purely aesthetic reasons.

(b) Declarant expressly reserves unto the Architectural Review Committee the sole and exclusive right to approve the grade at which any Improvements shall hereafter be erected or placed on a Lot (subject to compliance with the regulations of public authorities having control thereof).

(c) The procedure to be followed by an Owner in obtaining approval from the Architectural Review Committee is set forth in Article IX, Section 21 hereof.

(d) Notwithstanding anything to the contrary set forth herein, in no event shall storage sheds or areas, barns or other freestanding storage areas be constructed or installed on any Lot.

Section 2. Building Setback Lines. All Improvements shall conform to the setback, sideline and rear yard requirements required by applicable zoning laws and other governmental requirements.

Section 3. New Construction. Construction of new Improvements only shall be permitted on Lots, it being the intent of this covenant to prohibit the moving of any existing Improvements onto a Lot.

Section 4. Diligent Construction. All construction, landscaping or other work that has been commenced on any Lot must be continued with reasonable diligence to completion. No partially completed houses or other Improvements shall be permitted to exist on any Lot except during such reasonable time period as is necessary for completion. All lawn areas and landscaping located on any Lot must be installed in accordance with plans therefor approved by the Architectural Review Committee no later than six (6) months after the date on which a Certificate of Occupancy has been issued for the Improvements on such Lot. Any damage to the street, curb or sidewalk or to any part of any Master Association Common Area or utility system caused by an Owner or Owner's builder shall be repaired by such responsible Owner. The Owner of each Lot shall at all times keep adjacent public and private areas free from any dirt, mud, garbage, trash or other debris that is occasioned by construction of Improvements. Declarant, upon ten (10) days written notice, may provide for the cleaning of public and private areas due to the activities of the Owner or Owner's builder and may assess the Owner a reasonable charge not to exceed the actual cost for such cleaning. Every builder constructing Improvements within the Property shall, consistent with standard construction practices, keep all portions of the Lots free of unsightly construction debris and shall at all times during construction either provide dumpsters for the containment of garbage, trash or other debris that is occasioned by construction of Improvements or take other measures consistent with standard construction practices necessary to keep the Lot free of garbage, trash or other debris that is occasioned by the construction of the Owner's Improvements. All Owners and Owners' contractors and builders shall comply with such rules of the Master Association as are from time to time adopted with respect to construction of Improvements. All Owners shall be responsible to insure that any contractor or builder employed by it complies with all builders' rules adopted by the Master Association from time to time. Notwithstanding anything to the contrary set forth in this Declaration, each Owner shall have the right to allow its contractor or builder to maintain no more than one (1) construction trailer within a portion of such Owner's property, provided, however, that the location of any such construction trailer shall be approved in writing by the Architectural Review Committee.

Section 5. Location of Improvements. The Architectural Review Committee shall have the right to control absolutely (subject to the provisions of zoning ordinances of the appropriate governmental authorities) the precise site and location of any building or structure on any Lot in the sole discretion and judgment of the Architectural Review Committee. Such location shall be determined only after reasonable opportunity is afforded the Owner of the Lot in question to recommend a specific site.

Section 6. Landscaping.

(a) General. Except for the building pad, driveways and sidewalks on each Lot, the surface of each Lot shall be of grass or other live foliage and/or ground cover and such grass, foliage and ground cover shall be neatly maintained at all times.

(b) Landscape Guidelines. The Architectural Review Committee reserves the right to promulgate and amend from time to time landscape guidelines (referred to hereinafter as the "Landscape Guidelines"), which shall establish approved standards, methods and procedures for landscape management on the Property. The Architectural Review Committee may also adapt one or more typical landscape plans consistent with the Landscape Guidelines that may be selected by an Owner. Except for removal of dead trees, no trees measuring five inches (5") or more in diameter at a point two feet (2') above ground level nor any arbors, trellises or gazebos may be removed without the prior written approval of the Architectural Review Committee, and the Architectural Review Committee may require the replacement, at the Owner's sole cost and expense, of any trees, arbors, trellises or gazebos removed without the permission of the Architectural Review Committee. Approval for the removal of trees located within ten feet (10') of any Improvements or within ten feet (10') of the approved site for any Improvements will be granted unless such removal will substantially decrease the attractiveness of the Property.

Section 7. Sediment Control. Sufficient sediment control measures, including, but not limited to, installation and maintenance of silt fences, straw base fences, storm water inlet protection or retention pond and temporary seeding, to the extent deemed reasonably necessary by Declarant, shall be taken by the Owner or Owner's builder to ensure that all sediment resulting from any land disturbance or construction operation is retained on the Lot in question. All sediment control measures must be maintained until such Lot has been permanently stabilized with respect to soil erosion.

Section 8. Swimming Pools, Trampolines and Hot Tubs. No swimming pool or trampoline shall be permitted on any Lot. No outdoor hot tub, jacuzzi, sauna, spa or pool fence shall be installed or erected on any Lot until the plans and specifications for same showing the nature, kind, shape, materials, height and location of the same have been approved by the Architectural Review Committee. Notwithstanding the foregoing, in making its reasonable determinations based on such review of plans and specifications, the Architectural Review Committee: (i) shall not permit any outdoor hot tub, jacuzzi, sauna or spa (or portion thereof) to extend more than ten feet (10') from the rear face of the dwelling on the Home Site, (ii) shall not, regardless of the dwelling location, permit any outdoor hot tub, jacuzzi, sauna or spa to be located within forty feet (40') of the rear property line of such Home Site, and (iii) shall require that any such outdoor hot tub, jacuzzi, sauna or spa be located on a deck, and such deck must also be permitted by this Declaration.

Section 9. Fences and Walls. No fence, hedge, decorative wall or timber wall shall be erected, placed or altered on any Lot without written approval from the Architectural Review Committee. No chain link fence shall be permitted on any Lot. All fences shall be constructed of white vinyl, black aluminum or wrought iron. All decorative walls shall be constructed of brick, stone or stucco and, unless approved by the Architectural Review Committee, shall not exceed

six feet (6') in height. The Architectural Review Committee may adopt a standard design for approved fences and/or walls.

Section 10. Garages. The Architectural Review Committee shall require that a garage be constructed on all Home Sites. Each garage must be a 2-car garage and must be consistent in design with the overall architectural design of the dwelling on the Home Site as determined by the Architectural Review Committee. No carports shall be permitted on any Home Site. Detached garages shall be permitted with the written approval of the Architectural Review Committee; provided, however, that if the detached garage is located on a corner Home Site, the back yard must be fenced.

Section 11. Sight Line Limitations. To the extent that governmental requirements shall not impose a stricter standard, no fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between two feet (2') and six feet (6') above roadways shall be placed or permitted to remain on any corner Home Site within the triangular area formed by the street property lines and line connecting them at a point thirty-five feet (35') from the intersection of the street line, or in the case of a rounded street property corner, from the intersection of the street property lines, as extended. These sight line limitations shall also be shown on the recorded plat(s) of the Property. The same sight line limitations shall apply on any Home Site within ten feet (10') from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

Section 12. Septic Tanks and Wells. No septic tanks shall be installed, used or maintained on any Lot without consent from the Architectural Review Committee. No wells shall be installed, used or maintained on any Lot for human domestic water consumption nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling without consent from the Architectural Review Committee.

Section 13. Air Conditioning Equipment. No air conditioning or heating apparatus shall be installed on the ground in front of any Improvements on a Lot. No air conditioning or heating apparatus shall be attached to any front wall of any Improvements on a Lot. No air conditioning or heating apparatus shall be installed on the side wall of any Improvements on a Lot unless the same shall be screened from view from the street abutting such Lot and any adjacent Lot.

Section 14. Antennae and Solar Panels. Except as hereinafter provided, no exterior antennae, earth satellite station, microwave dish, solar panels or other similar receiving, transmission or energy generating equipment may be constructed, placed or maintained on any Lot unless approved by the Architectural Review Committee. Satellite dishes of less than 19 inches in diameter for reception of satellite television signals shall be allowed, provided that the location and design of any such satellite dish and related equipment shall be subject to prior approval by the Architectural Review Committee.

Section 15. Gas Meters. Unless otherwise approved by the Architectural Review Committee, no gas meters shall be set in the front of a residence of a Home Site unless such meter is of an underground type.

Section 16. Mail Boxes and Newsletter or News Box. The Architectural Review Committee shall adopt a standard design for approved mailboxes and news boxes and no mailbox, newspaper or news box shall be erected or maintained on any Home Site or within any street right-of-way unless of the standard design.

Section 17. No Clothes Lines. No clothes lines of any description or type, or the outside drying of clothes shall be allowed on any Lot.

Section 18. Hoses and Pipes. Except for the temporary use of hoses and the like that are reasonably necessary in connection with normal lawn maintenance and pipe clean-outs, no hose, water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground unless such installation is expressly approved by the Architectural Review Committee.

Section 19. No Subdivision of Home Sites. Except for Home Sites owned by Declarant, no Home Site shall be subdivided by sale, lease or otherwise so as to reduce the total Home Site area as shown on the recorded map or plan; however, portions of Home Sites may be added to other Home Sites so long as the total number of Home Sites is not increased and there shall not be erected more than one (1) single-family private dwelling on any Home Site. No single-family private dwelling may be erected on more than one (1) Home Site. Declarant reserves the right to waive this covenant and permit the subdivision of two adjoining Home Sites by the conveyance by the Owner of one such Home Site of a portion of such Home Site to the Owner of the adjoining Home Site provided that Declarant determines in its own discretion that the Home Sites resulting therefrom would be suitable for development and harmonious with the development of the Property.

Section 20. Governmental Requirements. Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot and all applicable governmental requirements or restrictions relative to the construction of improvements on and/or use and utilization of any Lot shall continue to be applicable and shall be complied with in regard to the Lot.

Section 21. Procedure. No Improvements of any kind or nature shall be erected, remodeled or placed on any Lot until the plans and specifications therefor and a site plan therefor, including a depiction of driveways, walkways, lawn areas, landscaping and drainage patterns, have been submitted to and approved in writing by the Architectural Review Committee, as to:

(a) quality of workmanship and materials, adequacy of site dimensions and alignment of main elevation with respect to nearby streets;

(b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping; and

(c) other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within bulletins promulgated by the Architectural Review Committee, or other matters in which the Architectural Review Committee has been vested with the authority to render a final interpretation and decision.

Final plans and specifications for all Improvements proposed to be constructed on a Lot shall be submitted in duplicate to the Architectural Review Committee for approval or disapproval. The Architectural Review Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Architectural Review Committee, one (1) complete set of plans and specifications will be marked "Approved" and returned to the Lot Owner or its designated representative and the remaining set will be filed in the offices of the Architectural Review Committee. If found not to be in compliance with these covenants, conditions and restrictions or if found to be otherwise unacceptable to the Architectural Review Committee pursuant hereto, one (1) set of plans and specifications shall be returned to the Lot Owner marked "Disapproved," accompanied by a statement in reasonable detail of items found not to be in compliance with these covenants, conditions and restrictions or otherwise being so unacceptable. Owner thereafter shall resubmit, in accordance with the provisions of this Section 21, such plans and specifications setting forth the required changes to the Architectural Review Committee for its approval. Any modification or change to the approved set of plans and specifications must again be submitted in duplicate to the Architectural Review Committee for its inspection and approval. The Architectural Review Committee's approval or disapproval, as required herein, shall be in writing. Once the Architectural Review Committee has approved the plans and specifications for the Improvements, the construction of such Improvements must be promptly commenced and diligently pursued to completion and if such construction is not commenced within twenty-four (24) months following the date of approval of the plans and specifications therefore by the Architectural Review Committee, such approval shall be deemed rescinded and before construction of Improvements can thereafter be commenced on the Lot in question, the plans and specifications therefor must again be approved by the Architectural Review Committee pursuant to this Article IX.

The final plans and specifications as referred to in the preceding paragraph shall mean the following:

- (i) Final floor plans at a scale of one-fourth inch (1/4") equals one foot (1');
- (ii) Final elevations showing all sides;
- (iii) All material selections and color selections; and
- (iv) Final survey.

In addition to the procedure described in this section, and in recognition of the cost involved in producing the final plans and specifications, the Lot Owner may request a preliminary review of the design of the Improvements upon the submission of the following:

- (i) Schematic floor plans at a scale of one-fourth inch (1/4") equals one foot (1');
- (ii) Final elevations showing all sides;
- (iii) All material selections and color selections; and
- (iv) Schematic site plan.

The Architectural Review Committee may from time to time publish and promulgate architectural standards bulletins, which shall be fair, reasonable and uniformly applied in regard to the Lots and shall carry forward the spirit and intention of these covenants, conditions and restrictions. The Architectural Review Committee shall be responsive to technological advances and general changes in architectural design and materials and related conditions in future years and use its best efforts to balance the equities between matters of taste and design and use of private property. Such bulletins shall supplement these covenants, conditions and restrictions and are incorporated herein by reference. The Architectural Review Committee may refuse approval of plans, location, exterior color or finish or specifications for any reason, including purely aesthetic reasons, which in the sole discretion of the Architectural Review Committee shall be deemed sufficient.

Section 22. Jurisdiction. The Architectural Review Committee is authorized and empowered to consider and review any and all aspects of the construction of any Improvements on a Lot that may, in the reasonable opinion of the Architectural Review Committee, adversely affect the living enjoyment of one or more Owners or the general value of the Property.

Section 23. Enforcement.

(a) The Master Association shall have the specific right (but not obligation) to enforce the provisions contained in this Article IX and/or to prevent any violation of the provisions contained in this Article by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions.

(b) As to nonconforming or unapproved Improvements, the Master Association may require any Owner to restore such Owner's Improvements to the condition existing prior to the construction thereof, including, without limitation, the demolition and removal of any unapproved Improvements if such Improvements were commenced or constructed in violation of this Article. In addition, the Master Association may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such Improvements were commenced or constructed.

Section 24. Failure of the Architectural Review Committee to Act. If the Architectural Review Committee fails to approve or disapprove any plans and specifications and other submittals that conform (and that relate to Improvements that will conform) with the requirements hereof or to reject them as being inadequate or unacceptable within thirty (30) days after receipt thereof, and provided such submittal was a full and complete submittal of all items that were to have been submitted to the Architectural Review Committee, and provided the Architectural Review Committee shall again fail to approve or disapprove of such plans, specifications and other submittals within twenty (20) days after additional written request to act on such items is delivered to the Architectural Review Committee following the passage of such first above described thirty (30) day period, it shall be conclusively presumed that the Architectural Review Committee has approved such conforming plans and specifications and other submittals, except that the Architectural Review Committee has no right or power, either by action or failure to act, to waive or grant any variances relating to any mandatory requirements specified in this Declaration, except where variances shall be expressly permitted herein. If plans and specifications or other submittals are not sufficiently complete or are otherwise inadequate, the Architectural Review Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

Section 25. Limitation of Liability. Neither the Architectural Review Committee, the members thereof, the Master Association nor Declarant shall be liable in damages or otherwise to any Owner by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with any submittal for approval or disapproval or failure to approve or disapprove any plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Master Association, the Architectural Review Committee, the Board of Directors or the officers, directors, members, employees and agents of any of them, to recover any such damages and hereby releases, remises and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law that provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

Section 26. Design Guidelines. The Architectural Review Committee may, from time to time, publish and promulgate design guidelines (the "Design Guidelines"), and such Design Guidelines shall be explanatory and illustrative of the general intent of the development of the Property and are intended as a guide to assist the Architectural Review Committee in reviewing plans and specifications. In any event, such Design Guidelines shall not be binding upon the Architectural Review Committee and shall not constitute, in every event, the basis for approval or disapproval of plans, specifications and other materials submitted to the Architectural Review Committee for approval.

Section 27. Variances. Upon submission of a written request for same, the Architectural Review Committee may, from time to time, in its sole discretion, permit Owners to construct, erect or install Improvements that are in variance with the setback requirements, architectural standards or similar provisions of this Declaration or supplemental Declarations that may be promulgated in the future. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the

Property and shall not materially change the scheme of restrictions herein set forth. Written requests for variances shall be deemed to be disapproved in the event the Architectural Review Committee has not expressly and in writing, approved such request within thirty (30) days of the submission of such requests. No member of the Architectural Review Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the grant or denial of any variance to any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Architectural Review Committee's right to strictly enforce the covenants, restrictions and architectural standards provided hereunder against any other Owner.

Section 28. Review Fee and Address. A review fee of up to \$50.00 per set of plans and specifications may be imposed for initial submittals of plans and specifications for Improvements to be located on an Owner's Lot; following the initial review and approval (or disapproval) process, the Board of Directors may impose a review fee, not to exceed \$25.00, for each resubmittal of plans and specifications to the Architectural Review Committee. The address of the Architectural Review Committee shall be the principal place of business of the Master Association from time to time designated in writing by the Board of Directors. Such address shall be the place of the submittal of any plans and specifications and the place where the current rules and regulations, if any, of the Architectural Review Committee shall be kept.

Section 29. No Liability for Design Defect. Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither Declarant, the Architectural Review Committee, the members thereof, nor the Master Association assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

Section 30. Utilities. All utilities and utility connections shall be located underground, including electrical and telephone cables and wires. Unless otherwise required by the applicable public utility, transformers, electric, gas or other meters of any type, or other apparatus shall be located at the rear of the Improvements constructed on Lots or, if approved by the Architectural Review Committee in writing, located elsewhere on the Lot provided they are adequately screened as required by the Architectural Review Committee in accordance with the provisions of this Declaration.

## ARTICLE X

### SPECIAL RESTRICTIONS AFFECTING MASTER ASSOCIATION COMMON AREAS

Section 1. Declarant's Right of Entry. Declarant reserves unto itself its successors and assigns a perpetual right and easement of entry and access to go on, over and under the ground in any Master Association Common Area to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in the Master Association Common Areas. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Declarant

further reserves the right to locate wells, pumping stations and tanks within the Master Association Common Areas. Such rights may be exercised by any contractor or licensee of Declarant.

Section 2. Prohibition Against Dumping. No dumping of trash, garbage, sewage, sawdust, organic or inorganic waste or other similar materials shall occur and no unsightly or offensive material shall be placed on the Master Association Common Areas, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Master Association Common Area. Owners of Lots adjacent to the Master Association Common Areas shall maintain a 10 foot (10') buffer of undisturbed vegetation, where possible, adjacent to the Master Association Common Areas. In addition, the following types of activities are prohibited:

- (a) Dumping backfill into Master Association Common Areas.
- (b) Excavating soil from Master Association Common Areas.
- (c) Parking in or driving through a Master Association Common Area.
- (d) Stacking or storing supplies or equipment in the Master Association Common Areas.
- (e) Changing site grade causing drainage problems in the Master Association Common Areas.
- (f) Locating temporary construction buildings in the Master Association Common Areas.
- (g) Disposing of toxic materials (i.e., paint) or concrete slurry in the Master Association Common Areas.

Section 3. No Public Rights. The establishment of the Master Association Common Area does in no way grant to the public or to the owners of any surrounding or adjacent land the right to enter the Master Association Common Area without the express permission of Declarant or the Master Association.

ARTICLE XI  
SPECIAL EASEMENTS, RESTRICTIONS AND OTHER PROVISIONS  
BENEFITING GOLF COURSE PROPERTY

Section 1. Definitions. The capitalized terms defined below in Sections 1(a) through 1(d), respectively, of this Article XI, whenever used in this Declaration with the first letter of each word capitalized, shall have only the respective meanings set forth in this Article XI, unless such meanings are expressly modified, limited or expanded elsewhere in this Declaration.

(a) "Conservation Buffer Area" shall mean, at any location within the Property which adjoins, abuts or otherwise shares a boundary with the Golf Course Property, a thirty foot (30') strip of land within the Property that extends into the Property from the boundary line between the Golf Course Property and the rear property line of the Property and runs parallel with such boundary line.

(b) "Golf Course Owner" shall mean any owner or owners, or ground lessee or ground lessees, of the Golf Course Property, and its successors and assigns.

(c) "Golf Course Property" shall mean those certain parcels of land located in Moore County, North Carolina consisting of approximately 165 acres and more particularly described on Exhibit C attached hereto, which Golf Course Property is located adjacent to various portions of the Property and on which is operated an 18-hole golf course, driving range, club house and related improvements.

(d) "Rear Yard Area" shall mean, at any location within the Property, a strip of land within the Property that extends into the Property from a beginning point that is thirty feet (30') into the Property from the boundary line between the Golf Course Property and the rear property line of the Property (the "Conservation Buffer Line") and ending at the rear of the house (or, if commercial property, building) constructed on such portion of the Property, provided that in no circumstance shall the width of the Rear Yard Area be less than twenty feet (20').

Section 2. By its, his or her acceptance of any deed, lease, ground lease, deed of trust, mortgage or any instrument of conveyance of any title, estate or interest in or to any portion of the Property, each Owner hereby covenants, acknowledges and agrees as follows:

(a) No structures, accessory structures or other improvements, facilities or any of the items described below of any kind may be constructed, placed, located or allowed within the Conservation Buffer Area, including, without limitation, any of the following: houses, buildings, garages, sheds, decks, porches, patios, driveways, in-ground or above-ground swimming pools, outdoor hot tubs, jacuzzis, saunas, spas, tennis courts, wells, grills or barbecue devices, gazebos, swing sets, sandboxes or other playground equipment, pipes or downspouts or catch basins, furniture, arbors, dog runs, animal pens or cages, hammocks, fences or walls of any kind, row or hedge planting or other landscaping of any kind, campers, tents, recreational vehicles, boats, trailers, mobile homes, cars, trucks or other types of vehicles.

(b) Within any Rear Yard Area, none of the items or structures prohibited above under Section 2(a) of this Article XI may be constructed, placed or located or allowed except for the following: tasteful lawn furniture; seeding and sodding; grills; patios; hammocks; minor landscaping such as the planting of ornamental shrubbery (but in no event may any type of hedge or row planting be planted or permitted in the Rear Yard Area); and outdoor hot tubs, jacuzzis, saunas and spas (but only to the extent approved by the Architectural Review Committee and otherwise permitted by Article IX, Section 8 above).

(c) No Owner may remove or permit the removal from the Conservation Buffer Area of any tree having a caliper measurement five inches (5") or greater; provided, however, that in the case of any tree on an Owner's Lot within the Conservation Buffer Area that is either

(a) "Conservation Buffer Area" shall mean, at any location within the Property which adjoins, abuts or otherwise shares a boundary with the Golf Course Property, a thirty foot (30') strip of land within the Property that extends into the Property from the boundary line between the Golf Course Property and the rear property line of the Property and runs parallel with such boundary line.

(b) "Golf Course Owner" shall mean any owner or owners, or ground lessee or ground lessees, of the Golf Course Property, and its successors and assigns.

(c) "Golf Course Property" shall mean those certain parcels of land located in Moore County, North Carolina consisting of approximately 165 acres and more particularly described on Exhibit C attached hereto, which Golf Course Property is located adjacent to various portions of the Property and on which is operated an 18-hole golf course, driving range, club house and related improvements.

(d) "Rear Yard Area" shall mean, at any location within the Property, a strip of land within the Property that extends into the Property from a beginning point that is thirty feet (30') into the Property from the boundary line between the Golf Course Property and the rear property line of the Property (the "Conservation Buffer Line") and ending at the rear of the house (or, if commercial property, building) constructed on such portion of the Property, provided that in no circumstance shall the width of the Rear Yard Area be less than twenty feet (20').

Section 2. By its, his or her acceptance of any deed, lease, ground lease, deed of trust, mortgage or any instrument of conveyance of any title, estate or interest in or to any portion of the Property, each Owner hereby covenants, acknowledges and agrees as follows:

(a) No structures, accessory structures or other improvements, facilities or any of the items described below of any kind may be constructed, placed, located or allowed within the Conservation Buffer Area, including, without limitation, any of the following: houses, buildings, garages, sheds, decks, porches, patios, driveways, in-ground or above-ground swimming pools, outdoor hot tubs, jacuzzis, saunas, spas, tennis courts, wells, grills or barbecue devices, gazebos, swing sets, sandboxes or other playground equipment, pipes or downspouts or catch basins, furniture, arbors, dog runs, animal pens or cages, hammocks, fences or walls of any kind, row or hedge planting or other landscaping of any kind, campers, tents, recreational vehicles, boats, trailers, mobile homes, cars, trucks or other types of vehicles.

(b) Within any Rear Yard Area, none of the items or structures prohibited above under Section 2(a) of this Article XI may be constructed, placed or located or allowed except for the following: tasteful lawn furniture; seeding and sodding; grills; patios; hammocks; minor landscaping such as the planting of ornamental shrubbery (but in no event may any type of hedge or row planting be planted or permitted in the Rear Yard Area); and outdoor hot tubs, jacuzzis, saunas and spas (but only to the extent approved by the Architectural Review Committee and otherwise permitted by Article IX, Section 8 above).

(c) No Owner may remove or permit the removal from the Conservation Buffer Area of any tree having a caliper measurement five inches (5") or greater; provided, however, that in the case of any tree on an Owner's Lot within the Conservation Buffer Area that is either

diseased, dead or infested, Golf Course Owner may at its discretion (but without being so obligated) either (x) remove such tree or (y) require such Owner to remove such tree at such Owner's expense from such Owner's Lot. No Owner may conduct any grading, excavation or clearing in the Conservation Buffer Area, except solely as provided above in clause (y).

(d) No Owner may install, or permit the installation of, any signage within the Conservation Buffer Area, including, without limitation, "No Trespassing" type signage or real estate marketing signage.

(e) No motorized water craft shall or may be allowed in any ponds or lakes.

(f) No docks, piers, beaches, "sea walls", or other structures may be built along any watercourse, pond or lake.

Section 3. The following perpetual easements, acknowledgments and covenants are hereby granted and established in favor of, and as an appurtenance to, the Golf Course Property and Golf Course Owner:

(a) Each Owner acknowledges that owning or occupying property adjacent or in close proximity to a golf course involves certain risks that may have an effect on the use or enjoyment of such Owner's Lot. Each Owner acknowledges that such risks include, but are not limited to, errant golf balls hit onto such property potentially causing bodily injury to persons or physical damage to property; golfers entering onto such property to look for errant golf balls; mist or overspray of golf course irrigation onto an Owner's property; golf course fertilization; the operation of golf carts and golf course maintenance equipment and vehicles in the vicinity of such property; and the sounds commonly associated with golf play, irrigation and such carts and equipment. Similarly, each Owner acknowledges that owning or occupying property adjacent or in close proximity to a golf course driving range involves certain risks that may have an effect on the use or enjoyment of such Owner's Lot. Each Owner acknowledges that such risks include, but are not limited to, errant golf balls hit onto such property potentially causing bodily injury to persons or physical damage to property, as well as sounds and other elements of operation of golf ball retrieval equipment and other driving range equipment. Each Owner hereby expressly assumes such risks and agrees that neither Declarant, Golf Course Owner nor any other entity or person managing the Golf Course shall be liable to any Owner or anyone claiming any loss or damage, including, without limitation, for any indirect, special or consequential loss or damage, arising from personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise relating to the proximity of any portion of the Property to the Golf Course Property, including, without limitation, any claim arising in whole or in part from the actions described above in this paragraph or from the alleged negligence in connection with the foregoing by Declarant, Golf Course Owner or any manager of the Golf Course Property. Each Owner, by its acceptance of a deed or lease to any portion of the Property, releases Declarant, Golf Course Owner and any other entity or person owning or managing the Golf Course Property of and from any and all claims by such Owner and his guests, invitees or licensees with respect to the above. Nothing in this paragraph shall restrict or limit any power of the Golf Course Owner or any other entity or person managing the Golf Course to change the design of the Golf Course Property, and such changes, if any, shall not nullify, restrict or impair the covenants and duties of any Owner herein.

(b) The existing cart path easements and other easements of record benefiting the Golf Course Property shall remain in place throughout the term of this Declaration, and all of the Property is and shall remain subject thereto. To the extent that any such facilities existing on the date hereof are outside of any easement area corresponding thereto as shown of record, a confirming permanent easement for such facilities is hereby provided and granted therefor.

(c) Declarant and/or the Master Association shall be responsible for the installation and maintenance of street trees and other landscaping within the Property and maintenance of the street edge along any road installed within the Property.

(d) A perpetual easement over the portions of the Conservation Buffer Area lying immediately adjacent to the Golf Course Property and over the Rear Yard Area immediately adjacent to the Conservation Buffer Area is hereby established and granted for the benefit of the Golf Course Owner and the Golf Course Property, which easement shall give, and hereby provides, golfers playing the course on the Golf Course Property the right of entry to the portion of the Property adjacent to the Golf Course for playing balls that have landed in the Conservation Buffer Area and retrieving balls that have landed beyond the Conservation Buffer Area in the Rear Yard Area. The easement granted under this Section 3(d) also authorizes the maintenance employees of the Golf Course Property access to the Conservation Buffer Area for the purpose (but not the obligation) of maintaining the appearance of the Conservation Buffer Area. Notwithstanding the foregoing, during the period of construction of a home on any Home Site, Declarant (or Declarant's agents) or the Owner of such Home Site may, but shall have no obligation to, erect a temporary barrier fence at or near the Conservation Buffer Line to provide for a safety barrier during construction; and if such a fence is erected, then the golfers playing the Golf Course Property shall not have the right to exercise the easement rights described in this paragraph until such construction has been completed and the fence has been removed.

Section 4. No Owner shall construct or maintain any pipes, pipe extensions or other storm water drainage facilities on such Owner's Property that result in a flow of storm water toward the Golf Course Property that is not fully absorbed by the existing ground and ground prior to reaching the border between the Rear Yard Area and Conservation Buffer Area.

Section 5. No Owner (or invitee, guest or permittee thereof) shall be entitled to interfere with golf course play or the enjoyment of the easements granted by this Article XI or to walk or jog for exercise or recreational purposes on the Golf Course Property.

Section 6. Neither the Association nor any Sub-Association shall be permitted to adopt a declaration of covenants, conditions or restrictions or similar document that is inconsistent with the provisions of this Article XI.

Section 7. The easements, covenants and conditions set forth in this Article XI shall benefit the Golf Course Owner and its successors and assigns throughout the term of this Declaration and following the expiration hereof, it being the intent that the easements, covenants and conditions of this Article XI shall be perpetual in duration. This Article XI shall survive the expiration or any termination of this Declaration. The easements, covenants and conditions of this Article XI are and shall be appurtenant to and run to the benefit of the Golf Course Property.

The terms and provisions of this Article XI may not be amended, modified or revoked without the express written consent of the Golf Course Owner. Any term or provision of this Article XI may be waived in writing (and only in writing) by the Golf Course Owner in the Golf Course Owner's sole and absolute discretion. No such waiver shall be deemed to constitute a waiver of any other provision, right or remedy nor shall any such waiver constitute a commitment thereafter to waive the same or any other provision, right or remedy.

Section 8. The terms, easements, covenants and conditions of this Article XI shall also be binding on any Tenant of the Property. Each Tenant shall be deemed to make, and hereby makes, the acknowledgments, agreements and releases contained in this Article XI.

Section 9. In the event of any inconsistency between a provision contained in this Article XI and another provision contained elsewhere in this Declaration, this Article XI shall govern and control. Without limiting the generality of the foregoing, neither any development guidelines, Design Guidelines, rules and regulations, Landscape Guidelines nor approvals, deemed approvals or waivers by the Architectural Review Committee, Master Association or any Sub-Association, whenever promulgated, issued or made, shall cause or otherwise implement or effect any waiver, limitation, impairment or modification of any of the provisions of this Article XI. Further, the provisions of this Article XI (including, without limitation, those contained in Section 2 through 4 of this Article XI) shall not be deemed to be lessened, diminished or modified by any less stringent requirements or standards under any applicable zoning or land use laws, codes or ordinances (or, if applicable, under any less stringent standards under any other provision of this Declaration).

Section 10. The Golf Course Owner shall have the right to enforce, by any proceeding at law, in equity or both, any and all provisions, terms, conditions, easements and covenants of this Article XI. Any failure to enforce, or forbearance in the enforcement of, any such provisions shall in no event be deemed a waiver thereof.

## ARTICLE XII GENERAL PROVISIONS

Section 1. Enforcement. The Master Association and all Owners shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration (without affecting Golf Course Owner's rights under Article XI, Section 10). Failure by the Master Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Amendment. The covenants and restrictions of this Declaration shall run and bind the land for a term of thirty-five (35) years after the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated or altered in accordance with this Section 2. This Declaration may be amended during the first thirty-five (35) year period by an instrument signed by the Owners entitled to at least sixty-seven percent (67%) of the votes appurtenant to the Lots, and thereafter this Declaration may be terminated or amended by an instrument signed by the Owners of not less than eighty percent (80%) of the votes appurtenant to the Lots. Any termination or

amendment must be properly recorded. Notwithstanding anything to the contrary set forth in this Declaration: (i) no amendment may be made without the consent of Declarant so long as Declarant owns a Lot and (ii) this Section 2 does not modify or nullify Section 7 of Article XI hereof.

Section 3. Notices. All notices, demands, requests, permissions, consents or approvals (“Notices”) given by Declarant or the Master Association to any Owner or by any Owner to Declarant or the Master Association shall be in writing and shall be deemed to have been properly given three (3) days after posted if sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the Master Association to its registered agent at its registered office and addressed to Declarant at the following address: Mr. Peter Cozens, Forest City Land Group, Inc., 13801 Reese Boulevard West, Suite 150, Huntersville, North Carolina 28078 and if to an Owner, at the street address of the Owner’s Lot.

Section 4. Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the particular paragraphs to which they refer.

Section 5. Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof, and all remaining provisions shall continue unimpaired and in full force and effect.

Section 6. Applicable Law. This Declaration shall be governed by and construed in accordance with the laws of the State of North Carolina.

Section 7. Binding Effect. All of the covenants, stipulations and conditions contained in this Declaration shall be binding upon and inure to the benefit of Declarant, the Master Association, the Owners and their respective heirs, personal representatives, executors, administrators, successors and assigns (and, in the case of Article XI, shall inure to the benefit of the Golf Course Owner and its representatives, grantees, successors and assigns).

Section 8. Consent of Lender. The Consent of Lender attached hereto is made a part hereof by this reference.

Section 9. Attorneys’ Fees. To the extent permitted by Section 47F-3-120 of the North Carolina Planned Community Act in any action to enforce the provisions of this Declaration, the Articles of Incorporation, the Bylaws or the rules and regulations duly adopted by the Master Association, the court may award reasonable attorneys’ fees to the prevailing party.

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IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the date first set forth above.

DECLARANT:

FC PINEHURST, LLC

By: Forest City Land Group, Inc., its Authorized Member

By: [Signature]  
Name: Robert F. Monchein  
Title: President

STATE OF OHIO  
COUNTY OF CUYAHOGA

I, David Stile, a Notary Public of Cuyahoga County and State of Ohio, do hereby certify that Robert F. Monchein (the "Signatory"), President of Forest City Land Group, Inc., the Authorized Member of FC PINEHURST, LLC, personally appeared before me this day and by authority duly given, acknowledged the due execution of the foregoing instrument on behalf of the corporation as Authorized Member of FC Pinehurst, LLC.

I certify that the Signatory personally appeared before me this day, and

(check one of the following)

(I have personal knowledge of the identity of the Signatory); or

(I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:

(check one of the following)

a driver's license or

in the form of \_\_\_\_\_); or

(a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this 23rd day of April, 2007.

[Signature]  
Notary Public

Print Name: David Stile  
(Note: Notary Public must sign exactly as on notary seal)

My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]  
(MUST BE FULLY LEGIBLE)

DAVID STILE, Attorney-At-Law  
Notary Public - State of Ohio  
My Commission has no expiration date  
Sec. 147.03 R.C.

**CONSENT OF LENDER**

HILLCREST BANK, a Kansas bank (“Lender”), owner and holder of a Promissory Note secured by that certain Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing (the “Deed of Trust”) recorded in Book 2877 at Page 272, as amended by that certain Amendment to Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing recorded in Book 3094 at Page 572 in the Moore County Public Registry, and Michele McCue, Trustee under said Deed of Trust, hereby agree that they have consented to the terms and provisions of this Master Declaration of Covenants, Conditions and Restrictions for Legacy Lakes (hereinafter called the “Declaration”); that any subsequent foreclosure of the Deed of Trust secured by the property described therein shall not extinguish this Declaration but shall merely vest in Lender the rights and duties set forth herein, provided, however, that should Lender acquire title to the property secured by the Deed of Trust, any liability Lender shall have for the duties set forth in the Declaration shall be non-recourse except to the extent of its interest in such property; that all present and future owners of any of the property described in the Declaration shall be entitled to the full rights and easements to the extent the same are granted herein; and that upon payment of the loan secured by the Deed of Trust, the rights of Lender and Michele McCue, Trustee (or such successor trustee(s) as permitted by the Deed of Trust) set forth in the Declaration shall terminate.

[SIGNATURES PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have duly executed these presents as of the 24 day of May, 2007.

LENDER:

HILLCREST BANK

By: [Signature]  
Name: Jeffrey V. Friesen  
Title: Senior President

STATE OF Kansas  
COUNTY OF CUYAHOGA Johnson

I, April L. Figgins, a Notary Public of Johnson County and State of Kansas, do hereby certify that Jeffrey V. Friesen (the "Signatory"), Senior President of HILLCREST BANK, personally appeared before me this day and by authority duly given, acknowledged the due execution of the foregoing instrument on behalf of the bank.

I certify that the Signatory personally appeared before me this day, and  
(check one of the following)  
 (I have personal knowledge of the identity of the Signatory); or  
 (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:  
(check one of the following)  
 a driver's license or  
 in the form of \_\_\_\_\_); or  
 (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this 24<sup>th</sup> day of May, 2007.  
[Signature]  
Notary Public

Print Name: April L. Figgins  
(Note: Notary Public must sign exactly as on notary seal)

My Commission Expires: 9-29-09

[NOTARY SEAL]  
(MUST BE FULLY LEGIBLE)



TRUSTEE:

By:   
Michele McCue

STATE OF Missouri

COUNTY OF Jackson

I, SHARON K. STILES, a Notary Public of the aforesaid County and State, do hereby certify that MICHELE MCCUE personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 28<sup>th</sup> day of June, 2007.

  
Notary Public

My Commission Expires:

07/31/08

[NOTARIAL SEAL]

Sharon K. Stiles  
Notary Public - Notary Seal  
Jackson County, State of Missouri  
My Commission Expires July 31, 2008

Exhibit A

Legal Description of the Existing Property

A CERTAIN AREA OF LAND IN SANDHILLS TOWNSHIP, MOORE COUNTY, NORTH CAROLINA, BOUNDED ON THE WEST GENERALLY BY US HIGHWAY 15/501, ON THE NORTHEAST GENERALLY BY THE HASKELL DUNCAN ESTATE LANDS, AND ON THE SOUTH GENERALLY BY THE HG WELBORN ESTATE LANDS AND BLUE SKY TIMBER LANDS, DESCRIBED AS FOLLOWS:

OUTER TRACT

BEGINNING AT A CORNER IN BULL BRANCH, SAID POINT BEING A COMMON CORNER WITH THE HASKELL DUNCAN ESTATE LANDS, SAID CORNER BEING FURTHER LOCATED APPROXIMATELY 1500 FEET FROM THE TOP OF THE DUNCAN LAKE DAM CENTERLINE, THENCE SOUTH  $14^{\circ}05'53''$  EAST A DISTANCE OF 2138.99 FEET, WITH THE HASKELL DUNCAN ESTATE BOUNDARY FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING LOCATED ALONG THE HISTORICALLY ACCEPTED HOKE/MOORE COUNTY BOUNDARY, SAID MONUMENT FURTHER BEING A COMMON CORNER WITH THE HASKELL DUNCAN ESTATE AND THE ARTHUR E ROTUNDO LAND; THENCE SOUTH  $43^{\circ}23'20''$  WEST A DISTANCE OF 888.58 FEET, ALONG THE HISTORICALLY ACCEPTED HOKE/MOORE COUNTY BOUNDARY FEET TO A CONCRETE MONUMENT, SAID MONUMENT FURTHER BEING A COMMON CORNER WITH THE BLUE SKY TIMBER LAND AND THE JAMES WOOTEN LAND; THENCE NORTH  $84^{\circ}37'54''$  WEST A DISTANCE OF 1714.78 FEET TO AN IRON MARKER, SAID MARKER BEING LOCATED APPROXIMATELY 44.6 FEET FROM AN IRON MARKER AT BULL BRANCH, THENCE NORTH  $63^{\circ}24'52''$  EAST A DISTANCE OF 144.61 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 75.71 FEET, 41.80 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH  $47^{\circ}34'34''$  EAST, AND A CHORD LENGTH OF 41.27 FEET TO AN IRON MARKER; THENCE NORTH  $23^{\circ}55'25''$  EAST A DISTANCE OF 20.64 FEET TO AN IRON MARKER; THEN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 75.71 FEET, 29.19 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH  $05^{\circ}02'26''$  EAST, AND A CHORD LENGTH OF 29.01 FEET, FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2150.54 FEET, 36.58 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH  $78^{\circ}54'02''$  WEST, AND A CHORD LENGTH OF 36.57 FEET, FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 143.81 FEET, 37.72 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH  $70^{\circ}57'58''$  WEST, AND A CHORD LENGTH OF 37.61 FEET, FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 82.44 FEET, 31.61 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH  $74^{\circ}26'12''$  WEST, AND A CHORD LENGTH OF 31.42 FEET, FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 664.11 FEET, 26.47 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH  $86^{\circ}33'45''$  WEST, AND A CHORD LENGTH OF 26.47 FEET, FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE RIGHT,

HAVING A RADIUS OF 1734.20 FEET, 42.57 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 88°24'27" WEST, AND A CHORD LENGTH OF 42.57 FEET, FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15755.61 FEET, 53.74 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 89°12'31" WEST, AND A CHORD LENGTH OF 53.74 FEET, FEET TO A POINT IN THE LAKE; THENCE SOUTH 75°53'36" WEST A DISTANCE OF 697.50 FEET TO AN IRON MARKER NEAR THE DOGLEG OF GOLF LINK 15; THENCE SOUTH 43°22'22" WEST A DISTANCE OF 399.19 FEET TO AN IRON MARKER; THENCE SOUTH 45°16'59" WEST A DISTANCE OF 10.02 FEET TO AN IRON MARKER; THENCE SOUTH 42°43'09" WEST A DISTANCE OF 23.39 FEET TO A POINT IN THE LAKE; THENCE SOUTH 40°01'16" EAST A DISTANCE OF 39.36 FEET TO A POINT IN THE LAKE; THENCE SOUTH 04°56'46" EAST A DISTANCE OF 36.28 FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 94.31 FEET, 108.30 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 04°29'54" WEST, AND A CHORD LENGTH OF 102.45 FEET TO A POINT IN THE LAKE; THENCE SOUTH 15°12'01" WEST A DISTANCE OF 71.20 FEET TO A POINT IN THE LAKE; THENCE SOUTH 38°05'25" WEST A DISTANCE OF 7.61 FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 159.99 FEET, 246.53 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 87°30'28" EAST, AND A CHORD LENGTH OF 222.85 FEET TO AN IRON MARKER; THENCE NORTH 43°23'18" EAST A DISTANCE OF 376.10 FEET TO AN IRON MARKER; THENCE NORTH 63°36'23" EAST A DISTANCE OF 544.76 FEET TO AN IRON MARKER AT BULL BRANCH; THENCE ALONG BULL BRANCH A CHORD SOUTH 25°50'51" WEST A DISTANCE OF 163.98 FEET TO A POINT IN BULL BRANCH; THENCE ALONG BULL BRANCH A CHORD SOUTH 30°32'22" WEST A DISTANCE OF 137.35 FEET TO A POINT IN BULL BRANCH; THENCE ALONG BULL BRANCH A CHORD SOUTH 42°33'06" WEST A DISTANCE OF 192.02 FEET TO A POINT IN BULL BRANCH; THENCE ALONG BULL BRANCH A CHORD SOUTH 51°54'33" WEST A DISTANCE OF 270.96 FEET TO A POINT IN BULL BRANCH; THENCE ALONG BULL BRANCH A CHORD SOUTH 21°59'04" WEST A DISTANCE OF 163.32 FEET TO A POINT IN BULL BRANCH; THENCE ALONG BULL BRANCH A CHORD SOUTH 19°20'31" EAST A DISTANCE OF 184.27 FEET TO A POINT IN BULL BRANCH, SAID POINT FURTHER BEING A COMMON CORNER WITH BEING A COMMON CORNER WITH THE HG WELBORN ESTATE LAND AND THE BLUE SKY TIMBER LAND; THENCE NORTH 87°33'28" WEST A DISTANCE OF 1384.81 ALONG THE COMMON BOUNDARY WITH THE HG WELBORN ESTATE LAND FEET TO AN IRON MARKER, SAID MARKER BEING FURTHER LOCATED NORTH 24°33'28" WEST A HORIZONTAL DISTANCE OF 3763.08 FEET FROM THE NORTH CAROLINA GEODETIC MONUMENT "POPES"; THENCE NORTH 81°07'52" EAST A DISTANCE OF 765.11 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, 96.88 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 44°09'43" EAST, AND A CHORD LENGTH OF 90.28 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, 20.53 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 00°41'06" WEST, AND A CHORD LENGTH OF 20.47 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, 35.69 FEET

ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 22°09'44" WEST, AND A CHORD LENGTH OF 35.36 FEET TO A POINT IN THE LAKE; THENCE SOUTH 82°48'38" WEST A DISTANCE OF 107.15 FEET TO A POINT IN THE LAKE; THENCE NORTH 79°38'17" WEST A DISTANCE OF 152.27 FEET TO A POINT IN THE LAKE; THENCE NORTH 00°05'01" EAST A DISTANCE OF 29.07 FEET TO A POINT IN THE LAKE; THENCE NORTH 86°32'01" WEST A DISTANCE OF 122.45 FEET TO AN IRON MARKER; THENCE NORTH 86°25'12" WEST A DISTANCE OF 10.09 FEET TO AN IRON MARKER; THENCE NORTH 86°31'52" WEST A DISTANCE OF 455.48 FEET TO AN IRON MARKER; THENCE NORTH 85°44'25" WEST A DISTANCE OF 210.06 FEET TO AN IRON MARKER; THENCE SOUTH 65°47'12" WEST A DISTANCE OF 62.23 FEET TO AN IRON MARKER; THENCE SOUTH 86°03'13" WEST A DISTANCE OF 25.52 FEET TO A POINT AT THE LAKE; THENCE NORTH 72°33'56" WEST A DISTANCE OF 31.19 FEET TO A POINT IN THE LAKE; THENCE NORTH 09°19'43" WEST A DISTANCE OF 20.31 FEET TO A POINT IN THE LAKE; THENCE NORTH 11°12'56" EAST A DISTANCE OF 6.51 FEET TO A POINT IN THE LAKE; THENCE NORTH 85°44'24" WEST A DISTANCE OF 223.79 FEET TO A POINT; THENCE NORTH 58°09'52" WEST, A DISTANCE OF 242.12 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 160.21 FEET, 31.28 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 63°54'09" WEST, AND A CHORD LENGTH OF 31.23 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 160.21 FEET, 241.55 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 67°18'44" WEST, AND A CHORD LENGTH OF 219.31 FEET TO AN IRON MARKER; THENCE NORTH 02°26'38" EAST, A DISTANCE OF 194.18 FEET TO AN IRON MARKER; THENCE NORTH 87°41'08" WEST, A DISTANCE OF 230.30 FEET TO AN IRON MARKER; THENCE NORTH 02°38'37" EAST, A DISTANCE OF 131.82 FEET TO AN IRON MARKER; THENCE NORTH 87°38'24" WEST, A DISTANCE OF 99.81 FEET TO AN IRON MARKER; THENCE NORTH 89°35'59" WEST, A DISTANCE OF 20.04 FEET TO AN IRON MARKER; THENCE NORTH 89°35'59" WEST, A DISTANCE OF 29.57 FEET TO A POINT IN US HIGHWAY 15/501; THENCE NORTH 02°26'18" EAST, WITH THE GENERAL DIRECTION OF US HIGHWAY 15/501, A DISTANCE OF 240.14 FEET TO A POINT IN US HIGHWAY 15/501; THENCE SOUTH 84°38'03" EAST, A DISTANCE OF 49.95 FEET TO AN IRON MARKER; THENCE SOUTH 84°38'21" EAST, A DISTANCE OF 341.23 FEET TO AN IRON MARKER; THENCE NORTH 05°38'31" EAST, A DISTANCE OF 191.03 FEET TO AN IRON MARKER; THENCE NORTH 84°47'25" WEST, A DISTANCE OF 367.50 FEET TO AN IRON MARKER; THENCE NORTH 02°27'30" EAST, A DISTANCE OF 1146.87 FEET TO AN IRON MARKER; THENCE SOUTH 87°40'51" EAST, A DISTANCE OF 17.56 FEET TO THE RIGHT-OF-WAY OF US HIGHWAY 15/501; THENCE SOUTH 87°40'51" EAST, A DISTANCE OF 182.06 FEET TO AN IRON MARKER; THENCE NORTH 03°06'20" EAST, A DISTANCE OF 23.07 FEET TO AN IRON MARKER; THENCE SOUTH 87°30'43" EAST, A DISTANCE OF 162.16 FEET TO AN IRON MARKER; THENCE SOUTH 02°27'47" WEST, A DISTANCE OF 1098.08 FEET TO AN IRON MARKER; THENCE SOUTH 87°34'13" EAST, A DISTANCE OF 350.04 FEET TO AN IRON MARKER; THENCE NORTH 02°27'41" EAST, A DISTANCE OF 1098.97 FEET TO AN IRON MARKER; THENCE SOUTH 87°39'02" EAST, A DISTANCE OF 428.21 FEET TO AN IRON MARKER; THENCE SOUTH 01°45'09" WEST, A DISTANCE OF 133.74 FEET TO AN

IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 160.50 FEET, 231.13 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 50°02'32" WEST, AND A CHORD LENGTH OF 211.67 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 160.50 FEET, 45.24 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 00°42'42" WEST, AND A CHORD LENGTH OF 45.09 FEET TO AN IRON MARKER; THENCE SOUTH 07°39'20" EAST, A DISTANCE OF 618.24 FEET TO AN IRON MARKER; THENCE SOUTH 32°58'51" EAST, A DISTANCE OF 768.02 FEET TO AN IRON MARKER; THENCE SOUTH 34°15'31" EAST, A DISTANCE OF 19.84 FEET TO AN IRON MARKER; THENCE SOUTH 32°19'16" EAST, A DISTANCE OF 43.30 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 75.75 FEET, 47.60 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 51°22'22" EAST, AND A CHORD LENGTH OF 46.82 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 75.75 FEET, 18.61 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 76°24'47" EAST, AND A CHORD LENGTH OF 18.56 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 75.75 FEET, 132.47 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 46°27'02" EAST, AND A CHORD LENGTH OF 116.22 FEET; THENCE NORTH 22°18'07" WEST, A DISTANCE OF 46.94 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, 44.55 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 64°46'33" WEST, AND A CHORD LENGTH OF 40.57 FEET; THENCE SOUTH 72°10'57" WEST, A DISTANCE OF 13.46 FEET TO AN IRON MARKER; THENCE NORTH 14°26'44" WEST, A DISTANCE OF 385.79 FEET TO AN IRON MARKER; THENCE NORTH 21°06'50" WEST, A DISTANCE OF 320.24 FEET TO AN IRON MARKER; THENCE NORTH 07°31'57" WEST, A DISTANCE OF 141.13 FEET TO AN IRON MARKER; THENCE NORTH 07°41'23" WEST, A DISTANCE OF 10.16 FEET TO AN IRON MARKER; THENCE NORTH 07°41'23" WEST, A DISTANCE OF 410.89 FEET TO AN IRON MARKER; THENCE NORTH 81°33'21" EAST, A DISTANCE OF 14.98 FEET TO AN IRON MARKER; THENCE NORTH 84°47'46" EAST, A DISTANCE OF 69.09 FEET TO A POINT IN THE LAKE; THENCE SOUTH 87°29'40" EAST, A DISTANCE OF 32.09 FEET TO A POINT IN THE LAKE; THENCE NORTH 53°01'59" EAST, A DISTANCE OF 37.59 FEET TO A POINT IN THE LAKE; THENCE NORTH 51°21'07" EAST, A DISTANCE OF 57.58 FEET TO A POINT IN THE LAKE; THENCE NORTH 39°29'47" EAST, A DISTANCE OF 34.10 FEET TO A POINT IN THE LAKE; THENCE NORTH 46°17'21" EAST, A DISTANCE OF 33.56 FEET TO A POINT IN THE LAKE; THENCE NORTH 28°25'55" EAST, A DISTANCE OF 26.57 FEET TO A POINT IN THE LAKE; THENCE NORTH 10°31'23" EAST, A DISTANCE OF 41.71 FEET TO A POINT IN THE LAKE; THENCE NORTH 20°21'19" EAST, A DISTANCE OF 122.64 FEET TO A POINT IN THE LAKE; THENCE NORTH 08°43'12" WEST, A DISTANCE OF 59.52 FEET TO A POINT IN THE LAKE; THENCE NORTH 34°14'36" WEST, A DISTANCE OF 38.78 FEET TO A POINT IN THE LAKE; THENCE NORTH 21°26'13" WEST, A DISTANCE OF 63.88 FEET TO A POINT IN THE LAKE; THENCE NORTH 19°09'37" WEST, A DISTANCE OF 62.82 FEET TO A POINT IN THE LAKE; THENCE NORTH 20°22'18" WEST, A DISTANCE OF 59.66 FEET TO A POINT IN THE LAKE; THENCE NORTH 14°26'03" WEST, A DISTANCE OF 50.32 FEET TO A POINT IN THE LAKE; THENCE NORTH 11°30'38"

WEST, A DISTANCE OF 35.19 FEET TO A POINT IN THE LAKE; THENCE NORTH 28°40'30" WEST, A DISTANCE OF 28.34 FEET TO A POINT IN THE LAKE; THENCE NORTH 46°33'10" WEST, A DISTANCE OF 72.26 FEET TO AN IRON MARKER; THENCE SOUTH 55°30'28" WEST, A DISTANCE OF 265.90 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 75.03 FEET, 95.22 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 18°53'18" EAST, AND A CHORD LENGTH OF 88.96 FEET; THENCE NORTH 17°55'20" WEST, A DISTANCE OF 168.05 FEET TO AN IRON MARKER; THENCE NORTH 17°55'04" WEST, A DISTANCE OF 50.31 FEET TO AN IRON MARKER; THENCE NORTH 17°55'04" WEST, A DISTANCE OF 94.73 FEET TO AN IRON MARKER; THENCE NORTH 18°13'14" WEST, A DISTANCE OF 41.81 FEET TO AN IRON MARKER; THENCE NORTH 17°53'48" WEST, A DISTANCE OF 485.16 FEET TO AN IRON MARKER; THENCE NORTH 44°25'30" WEST, A DISTANCE OF 428.40 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 159.96 FEET, 30.61 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 49°54'23" WEST, AND A CHORD LENGTH OF 30.56 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 159.96 FEET, 19.99 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 58°58'06" WEST, AND A CHORD LENGTH OF 19.98 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 159.96 FEET, 451.94 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 36°30'47" WEST, AND A CHORD LENGTH OF 315.93 FEET; THENCE SOUTH 44°25'21" EAST, A DISTANCE OF 364.74 FEET TO AN IRON MARKER; THENCE SOUTH 30°03'43" EAST, A DISTANCE OF 718.86 FEET TO AN IRON MARKER; THENCE SOUTH 01°32'19" WEST, A DISTANCE OF 294.07 FEET TO AN IRON MARKER; THENCE NORTH 87°31'15" WEST, A DISTANCE OF 839.27 FEET TO AN IRON MARKER; THENCE NORTH 02°22'35" EAST, A DISTANCE OF 25.08 FEET TO AN IRON MARKER; THENCE NORTH 87°39'02" WEST, A DISTANCE OF 199.91 FEET TO AN IRON MARKER; THENCE NORTH 02°27'43" EAST, A DISTANCE OF 253.33 FEET TO AN IRON MARKER; THENCE SOUTH 88°16'13" EAST, A DISTANCE OF 516.18 FEET TO AN IRON MARKER; THENCE NORTH 00°52'32" EAST, A DISTANCE OF 202.86 FEET TO AN IRON MARKER, AN AXLE; THENCE NORTH 88°14'27" WEST, A DISTANCE OF 506.84 FEET TO AN IRON MARKER; THENCE NORTH 02°18'39" EAST, A DISTANCE OF 1123.99 FEET TO AN IRON MARKER; THENCE NORTH 02°18'39" EAST, A DISTANCE OF 94.69 FEET TO AN IRON MARKER; THENCE NORTH 02°18'39" EAST, A DISTANCE OF 415.81 FEET TO AN IRON MARKER; THENCE SOUTH 41°19'16" EAST, LEAVING THE GENERAL DIRECTION OF US HIGHWAY 15/501, A DISTANCE OF 30.31 FEET TO AN IRON MARKER; THENCE SOUTH 44°23'30" EAST, A DISTANCE OF 168.51 FEET TO AN IRON MARKER; THENCE NORTH 30°53'46" EAST, A DISTANCE OF 207.68 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING A COMMON CORNER WITH THE WILLIAM N MCKINNON LAND AND KRISTY RANSDALL LAND; THENCE NORTH 28°58'37" EAST, A DISTANCE OF 369.48 FEET TO AN IRON MARKER; THENCE NORTH 30°56'42" EAST, A DISTANCE OF 189.20 FEET TO A CONCRETE MONUMENT; THENCE NORTH 29°37'51" EAST, A DISTANCE OF 76.09 FEET TO A CONCRETE MONUMENT; THENCE NORTH 29°38'45" EAST, A DISTANCE OF 224.00 FEET TO AN IRON MARKER; THENCE NORTH 29°39'07" EAST, A DISTANCE OF 29.81 FEET TO AN IRON MARKER; THENCE NORTH 29°39'50" EAST,

WEST, A DISTANCE OF 35.19 FEET TO A POINT IN THE LAKE; THENCE NORTH 28°40'30" WEST, A DISTANCE OF 28.34 FEET TO A POINT IN THE LAKE; THENCE NORTH 46°33'10" WEST, A DISTANCE OF 72.26 FEET TO AN IRON MARKER; THENCE SOUTH 55°30'28" WEST, A DISTANCE OF 265.90 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 75.03 FEET, 95.22 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 18°53'18" EAST, AND A CHORD LENGTH OF 88.96 FEET; THENCE NORTH 17°55'20" WEST, A DISTANCE OF 168.05 FEET TO AN IRON MARKER; THENCE NORTH 17°55'04" WEST, A DISTANCE OF 50.31 FEET TO AN IRON MARKER; THENCE NORTH 17°55'04" WEST, A DISTANCE OF 94.73 FEET TO AN IRON MARKER; THENCE NORTH 18°13'14" WEST, A DISTANCE OF 41.81 FEET TO AN IRON MARKER; THENCE NORTH 17°53'48" WEST, A DISTANCE OF 485.16 FEET TO AN IRON MARKER; THENCE NORTH 44°25'30" WEST, A DISTANCE OF 428.40 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 159.96 FEET, 30.61 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 49°54'23" WEST, AND A CHORD LENGTH OF 30.56 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 159.96 FEET, 19.99 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 58°58'06" WEST, AND A CHORD LENGTH OF 19.98 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 159.96 FEET, 451.94 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 36°30'47" WEST, AND A CHORD LENGTH OF 315.93 FEET; THENCE SOUTH 44°25'21" EAST, A DISTANCE OF 364.74 FEET TO AN IRON MARKER; THENCE SOUTH 30°03'43" EAST, A DISTANCE OF 718.86 FEET TO AN IRON MARKER; THENCE SOUTH 01°32'19" WEST, A DISTANCE OF 294.07 FEET TO AN IRON MARKER; THENCE NORTH 87°31'15" WEST, A DISTANCE OF 839.27 FEET TO AN IRON MARKER; THENCE NORTH 02°22'35" EAST, A DISTANCE OF 25.08 FEET TO AN IRON MARKER; THENCE NORTH 87°39'02" WEST, A DISTANCE OF 199.91 FEET TO AN IRON MARKER; THENCE NORTH 02°27'43" EAST, A DISTANCE OF 253.33 FEET TO AN IRON MARKER; THENCE SOUTH 88°16'13" EAST, A DISTANCE OF 516.18 FEET TO AN IRON MARKER; THENCE NORTH 00°52'32" EAST, A DISTANCE OF 202.86 FEET TO AN IRON MARKER, AN AXLE; THENCE NORTH 88°14'27" WEST, A DISTANCE OF 506.84 FEET TO AN IRON MARKER; THENCE NORTH 02°18'39" EAST, A DISTANCE OF 1123.99 FEET TO AN IRON MARKER; THENCE NORTH 02°18'39" EAST, A DISTANCE OF 94.69 FEET TO AN IRON MARKER; THENCE NORTH 02°18'39" EAST, A DISTANCE OF 415.81 FEET TO AN IRON MARKER; THENCE SOUTH 41°19'16" EAST, LEAVING THE GENERAL DIRECTION OF US HIGHWAY 15/501, A DISTANCE OF 30.31 FEET TO AN IRON MARKER; THENCE SOUTH 44°23'30" EAST, A DISTANCE OF 168.51 FEET TO AN IRON MARKER; THENCE NORTH 30°53'46" EAST, A DISTANCE OF 207.68 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING A COMMON CORNER WITH THE WILLIAM N MCKINNON LAND AND KRISTY RANSELL LAND; THENCE NORTH 28°58'37" EAST, A DISTANCE OF 369.48 FEET TO AN IRON MARKER; THENCE NORTH 30°56'42" EAST, A DISTANCE OF 189.20 FEET TO A CONCRETE MONUMENT; THENCE NORTH 29°37'51" EAST, A DISTANCE OF 76.09 FEET TO A CONCRETE MONUMENT; THENCE NORTH 29°38'45" EAST, A DISTANCE OF 224.00 FEET TO AN IRON MARKER; THENCE NORTH 29°39'07" EAST, A DISTANCE OF 29.81 FEET TO AN IRON MARKER; THENCE NORTH 29°39'50" EAST,

A DISTANCE OF 201.19 FEET TO AN IRON MARKER; THENCE NORTH 29°40'23" EAST, A DISTANCE OF 375.29 FEET TO A CONCRETE MONUMENT; THENCE NORTH 29°40'07" EAST, A DISTANCE OF 740.43 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING A COMMON CORNER OF THE HASKELL DUNCAN ESTATE LAND AND THE JACQUELINE RANDELL LAND; THENCE SOUTH 44°41'55" EAST, WITH THE HASKELL DUNCAN ESTATE LAND, A DISTANCE OF 401.90 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 65°51'43" EAST, WITH THE HASKELL DUNCAN ESTATE LAND, A DISTANCE OF 1787.03 FEET TO AN IRON MARKER, SAID MARKER BEING FURTHER LOCATED NORTH 65°51'43" WEST, 404.96 FEET FROM A CONCRETE MONUMENT WITHIN THE HASKELL DUNCAN ESTATE LANDS; THENCE SOUTH 39°25'37" EAST, A DISTANCE OF 2624.17 FEET TO A CORNER IN BULL BRANCH, THE POINT OF BEGINNING; CONTAINING 22446285 SQUARE FEET, OR 515.30 ACRES, MORE OR LESS;

TOGETHER WITH:

BEING ALL OF THOSE CERTAIN AREAS DESIGNATED AS (I) "34,766 SQ. FT. (0.80 ACRE) TO BE RECOMBINED WITH FC PINEHURST, LLC PROPERTY (ROAD LAND)"; (II) "7,799 SQ. FT. (0.18 ACRE) (ROAD LAND)"; AND (III) "7,528 SQ. FT. (0.17 ACRE) TO BE RECOMBINED WITH FC PINEHURST, LLC (ROAD LAND)" ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE #9 TEE BOX LAND RECORDED IN PLAT CABINET 13, PAGE 362 OF THE MOORE COUNTY PUBLIC REGISTRY.

SAVE AND EXCEPTING THE FOLLOWING TRACTS:

INNER TRACT 01

BEGINNING AT AN IRON MARKER; THENCE SOUTH 34°12'27" WEST, A DISTANCE OF 495.54 FEET TO AN IRON MARKER, SAID MARKER BEING FURTHER LOCATED NORTH 66°19'57" WEST, 1023.55 FEET FROM A COMMON CORNER WITH THE BLUE SKY TIMBER LAND AND THE JAMES WOOTEN LAND; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 159.59 FEET, 139.75 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 59°11'49" EAST, AND A CHORD LENGTH OF 135.33 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 159.59 FEET, 33.28 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 89°44'29" EAST, AND A CHORD LENGTH OF 33.22 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 159.59 FEET, 98.09 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 66°09'31" EAST, AND A CHORD LENGTH OF 96.55 FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 804.16 FEET, 52.97 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 10°26'05" WEST, AND A CHORD LENGTH OF 52.96 FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3241.61 FEET, 44.15 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 08°09'27" WEST, AND A CHORD LENGTH OF 44.15 FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 532.70

FEET, 17.76 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 06°48'44" WEST, AND A CHORD LENGTH OF 17.76 FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 196.96 FEET, 47.17 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 00°56'54" EAST, ALONG SAID CURVE HAVING A CHORD DIRECTION OF SOUTH 00°16'10" EAST, AND A CHORD LENGTH OF 47.06 FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 182.31 FEET, 47.87 FEET ALONG SAID CURVE, AND A CHORD LENGTH OF 47.73 FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 394.29 FEET, 38.97 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 10°01'47" WEST, AND A CHORD LENGTH OF 38.95 FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 399.69 FEET, 38.25 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 10°07'08" WEST, AND A CHORD LENGTH OF 38.24 FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 891.06 FEET, 12.38 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 06°58'43" WEST, AND A CHORD LENGTH OF 12.38 FEET TO A POINT IN THE LAKE; THENCE NORTH 34°14'01" EAST, A DISTANCE OF 312.55 FEET TO AN IRON MARKER; THENCE NORTH 39°50'06" EAST, A DISTANCE OF 406.84 FEET TO AN IRON MARKER; THENCE NORTH 40°39'46" EAST, A DISTANCE OF 382.21 FEET TO AN IRON MARKER; THENCE NORTH 00°00'56" WEST, A DISTANCE OF 70.53 FEET TO AN IRON MARKER; THENCE NORTH 36°42'01" EAST, A DISTANCE OF 41.93 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.30 FEET, 75.51 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 65°25'46" WEST, AND A CHORD LENGTH OF 72.39 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.30 FEET, 23.41 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 76°56'07" WEST, AND A CHORD LENGTH OF 23.31 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.30 FEET, 122.54 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 21°24'21" WEST, AND A CHORD LENGTH OF 109.46 FEET TO AN IRON MARKER; THENCE SOUTH 25°28'26" WEST, A DISTANCE OF 824.51 FEET TO AN IRON MARKER, THE POINT OF BEGINNING; BEING GENERALLY THAT LAND CONTAINING GOLF LINK 14 OF THE LEGACY; CONTAINING 364819 SQUARE FEET, OR 8.38 ACRES, MORE OR LESS;

#### INNER TRACT 02

BEGINNING AT AN IRON MARKER, SAID MARKER BEING FURTHER LOCATED SOUTH 70°00'06" WEST, 305.26 FEET FROM A COMMON CORNER WITH THE HASKELL DUNCAN ESTATE LANDS, LOCATED IN BULL BRANCH, SAID CORNER FURTHER BEING THE POINT OF BEGINNING OF THE OUTER TRACT; THENCE SOUTH 20°36'44" WEST, A DISTANCE OF 466.66 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 550.81 FEET, 12.78 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 62°40'06" WEST, AND A CHORD LENGTH OF 12.78 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 190.78 FEET, 14.54 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 65°31'03" WEST,

AND A CHORD LENGTH OF 14.54 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.43 FEET, 28.62 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 83°57'32" WEST, AND A CHORD LENGTH OF 28.24 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 26.01 FEET, 15.67 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 82°57'38" WEST, AND A CHORD LENGTH OF 15.43 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 41.38 FEET, 7.64 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 60°24'58" WEST, AND A CHORD LENGTH OF 7.63 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 20.87 FEET, 4.97 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 48°17'44" WEST, AND A CHORD LENGTH OF 4.96 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 32.43 FEET, 10.96 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 31°46'53" WEST, AND A CHORD LENGTH OF 10.91 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 79.21 FEET, 18.42 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 15°26'11" WEST, AND A CHORD LENGTH OF 18.38 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 295.85 FEET, 28.18 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 06°02'46" WEST, AND A CHORD LENGTH OF 28.17 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 233.37 FEET, 24.92 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 00°15'29" WEST, AND A CHORD LENGTH OF 24.91 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 552.12 FEET, 44.35 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 05°06'09" EAST, AND A CHORD LENGTH OF 44.34 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 197.46 FEET, 67.91 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 69°13'16" WEST, AND A CHORD LENGTH OF 67.58 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 197.46 FEET, 16.25 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 81°25'51" WEST, AND A CHORD LENGTH OF 16.24 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 159.92 FEET, 19.88 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 13°44'33" EAST, AND A CHORD LENGTH OF 19.87 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 159.92 FEET, 93.69 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 06°36'08" WEST, AND A CHORD LENGTH OF 92.36 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 32.52 FEET, 16.56 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 86°10'11" WEST, AND A CHORD LENGTH OF 16.38 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 107.60 FEET, 23.41 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 85°28'31" WEST, AND A CHORD LENGTH OF 23.36 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1017.30 FEET, 24.01 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 87°37'01" WEST, AND A CHORD LENGTH

OF 24.01 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1017.29 FEET, 8.41 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 86°42'15" WEST, AND A CHORD LENGTH OF 8.41 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 98.67 FEET, 131.64 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 78°55'02" WEST, AND A CHORD LENGTH OF 122.09 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 633.50 FEET, 24.68 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 80°14'11" WEST, AND A CHORD LENGTH OF 24.68 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 178.65 FEET, 16.64 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 76°27'08" WEST, AND A CHORD LENGTH OF 16.63 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 52.57 FEET, 13.11 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 66°38'29" WEST, AND A CHORD LENGTH OF 13.08 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 188.13 FEET, 28.34 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 55°10'59" WEST, AND A CHORD LENGTH OF 28.31 FEET TO AN IRON MARKER; THENCE NORTH 62°13'27" WEST, A DISTANCE OF 203.64 FEET TO AN IRON MARKER; THENCE NORTH 74°35'56" WEST, A DISTANCE OF 576.48 FEET TO AN IRON MARKER; THENCE NORTH 78°54'17" WEST, A DISTANCE OF 786.80 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.99 FEET, 41.95 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 63°37'46" WEST, AND A CHORD LENGTH OF 41.42 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.99 FEET, 20.32 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 40°09'14" WEST, AND A CHORD LENGTH OF 20.26 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.99 FEET, 47.37 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 14°38'07" WEST, AND A CHORD LENGTH OF 46.60 FEET TO AN IRON MARKER; THENCE NORTH 02°34'13" EAST, A DISTANCE OF 114.00 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 160.01 FEET, 381.67 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 19°23'08" WEST, AND A CHORD LENGTH OF 297.41 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 160.01 FEET, 20.57 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 52°37'57" EAST, AND A CHORD LENGTH OF 20.56 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 160.01 FEET, 92.19 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 72°49'20" EAST, AND A CHORD LENGTH OF 90.92 FEET TO AN IRON MARKER; THENCE SOUTH 87°55'38" EAST, A DISTANCE OF 196.03 FEET TO AN IRON MARKER; THENCE SOUTH 84°10'08" EAST, A DISTANCE OF 640.27 FEET TO AN IRON MARKER; THENCE SOUTH 65°18'39" EAST, A DISTANCE OF 820.26 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.19 FEET, 97.74 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 27°53'29" EAST, AND A CHORD LENGTH OF 91.00 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT,

HAVING A RADIUS OF 75.19 FEET, 21.73 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 17°37'26" WEST, AND A CHORD LENGTH OF 21.65 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.19 FEET, 61.85 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 49°27'59" WEST, AND A CHORD LENGTH OF 60.12 FEET TO AN IRON MARKER; THENCE SOUTH 62°13'04" EAST, A DISTANCE OF 109.89 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 164.31 FEET, 44.66 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 01°53'28" EAST, AND A CHORD LENGTH OF 44.53 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 164.31 FEET, 22.41 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 13°35'08" EAST, AND A CHORD LENGTH OF 22.40 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 164.31 FEET, 58.54 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 27°42'01" EAST, AND A CHORD LENGTH OF 58.23 FEET TO AN IRON MARKER; THENCE NORTH 38°25'15" EAST, A DISTANCE OF 424.42 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 160.03 FEET, 198.87 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 73°53'34" WEST, AND A CHORD LENGTH OF 186.31 FEET TO AN IRON MARKER; THENCE NORTH 38°26'55" WEST, A DISTANCE OF 568.74 FEET TO AN IRON MARKER; THENCE NORTH 40°06'36" WEST, A DISTANCE OF 793.60 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, 128.62 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 08°56'12" EAST, AND A CHORD LENGTH OF 113.43 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.32 FEET, 20.60 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 66°04'07" EAST, AND A CHORD LENGTH OF 20.54 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, 70.64 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 79°12'49" EAST, AND A CHORD LENGTH OF 68.06 FEET TO AN IRON MARKER; THENCE SOUTH 52°18'19" EAST, A DISTANCE OF 815.19 FEET TO AN IRON MARKER; THENCE SOUTH 38°27'08" EAST, A DISTANCE OF 590.76 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 160.03 FEET, 144.21 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 12°41'42" EAST, AND A CHORD LENGTH OF 139.38 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, 175.30 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 46°21'33" EAST, AND A CHORD LENGTH OF 138.03 FEET TO AN IRON MARKER, THE POINT OF BEGINNING; BEING GENERALLY THAT LAND CONTAINING GOLF LINKS 4, 5, 6, AND 13 OF THE LEGACY; CONTAINING 1546058 SQUARE FEET, OR 35.49 ACRES, MORE OR LESS;

INNER TRACT 03

BEGINNING AT AN IRON MARKER, SAID MARKER BEING FURTHER LOCATED SOUTH 27°31'28" EAST, 814.62 FEET FROM A CONCRETE MONUMENT, A COMMON CORNER WITH THE HASKELL DUNCAN ESTATE LANDS; THENCE SOUTH 66°37'09"

EAST, A DISTANCE OF 789.84 FEET TO AN IRON MARKER; THENCE SOUTH 70°22'17" EAST, A DISTANCE OF 534.38 FEET TO AN IRON MARKER; ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 160.03 FEET, 322.60 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 12°46'57" EAST, AND A CHORD LENGTH OF 270.69 FEET TO AN IRON MARKER; ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 160.52 FEET, 20.01 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 48°38'59" WEST, AND A CHORD LENGTH OF 20.00 FEET TO AN IRON MARKER; ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 160.03 FEET, 160.19 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 80°48'31" WEST, AND A CHORD LENGTH OF 153.58 FEET TO AN IRON MARKER; THENCE NORTH 70°30'37" WEST, A DISTANCE OF 562.80 FEET TO AN IRON MARKER; THENCE NORTH 54°19'17" WEST, A DISTANCE OF 818.19 FEET TO AN IRON MARKER; ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 74.98 FEET, 10.35 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 50°27'13" WEST, AND A CHORD LENGTH OF 10.34 FEET TO AN IRON MARKER; ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 74.98 FEET, 22.01 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 38°05'23" WEST, AND A CHORD LENGTH OF 21.93 FEET TO AN IRON MARKER; ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 74.98 FEET, 187.42 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 41°56'02" EAST, AND A CHORD LENGTH OF 142.30 FEET TO AN IRON MARKER, THE POINT OF BEGINNING; BEING GENERALLY THAT LAND CONTAINING GOLF LINK 3 OF THE LEGACY; CONTAINING 411855 SQUARE FEET, OR 9.45 ACRES, MORE OR LESS;

#### INNER TRACT 04

BEGINNING AN IRON MARKER, SAID MARKER BEING FURTHER LOCATED SOUTH 02°11'55" WEST, 761.94 FEET FROM A CONCRETE MONUMENT, A COMMON CORNER WITH THE HASKELL DUNCAN ESTATE LANDS, AND THE SAME COMMON CORNER WITH THE HASKELL DUNCAN ESTATE LANDS REFERENCED IN THE INNER TRACT 03 DESCRIPTION; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 159.96 FEET, 266.47 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 67°39'18" EAST, AND A CHORD LENGTH OF 236.71 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 159.96 FEET, 20.11 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 16°19'56" EAST, AND A CHORD LENGTH OF 20.10 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 159.96 FEET, 215.97 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 25°56'47" WEST, AND A CHORD LENGTH OF 199.93 FEET TO AN IRON MARKER; THENCE SOUTH 64°35'47" WEST, A DISTANCE OF 283.55 FEET TO AN IRON MARKER; THENCE SOUTH 40°57'05" WEST, A DISTANCE OF 295.77 FEET TO AN IRON MARKER; THENCE SOUTH 40°56'54" WEST, A DISTANCE OF 10.01 FEET TO AN IRON MARKER; THENCE SOUTH 40°57'09" WEST, A DISTANCE OF 247.53 FEET TO AN IRON MARKER; THENCE SOUTH 30°48'01" WEST, A DISTANCE OF 778.64 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 74.93 FEET, 108.32 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 71°57'52" WEST, AND A CHORD LENGTH OF 99.13 FEET TO

FURTHER BEING THE POINT OF BEGINNING OF THE OUTER TRACT; THENCE SOUTH 30°11'19" EAST, A DISTANCE OF 188.56 FEET TO AN IRON MARKER; THENCE SOUTH 30°06'07" EAST, A DISTANCE OF 23.49 FEET TO AN IRON MARKER; THENCE SOUTH 30°09'05" EAST, A DISTANCE OF 268.45 FEET TO AN IRON MARKER; THENCE SOUTH 30°02'33" EAST, A DISTANCE OF 21.01 FEET TO AN IRON MARKER; THENCE SOUTH 30°04'43" EAST, A DISTANCE OF 23.20 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 160.07 FEET, 270.63 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 18°17'57" WEST, AND A CHORD LENGTH OF 239.53 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 160.07 FEET, 10.03 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 68°31'49" WEST, AND A CHORD LENGTH OF 10.03 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 160.07 FEET, 38.74 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 77°15'31" WEST, AND A CHORD LENGTH OF 38.64 FEET TO A POINT IN THE LAKE; THENCE NORTH 17°53'10" WEST, A DISTANCE OF 50.23 FEET TO A POINT IN THE LAKE; THENCE NORTH 25°39'21" WEST, A DISTANCE OF 52.89 FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 67.63 FEET, 110.37 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 24°08'16" WEST, AND A CHORD LENGTH OF 98.52 FEET TO A POINT IN THE LAKE; THENCE NORTH 30°20'40" WEST, A DISTANCE OF 342.78 FEET TO A POINT IN THE LAKE; THENCE NORTH 12°33'27" WEST, A DISTANCE OF 183.62 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, 14.76 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 06°58'37" WEST, AND A CHORD LENGTH OF 14.74 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, 10.69 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 02°44'43" EAST, AND A CHORD LENGTH OF 10.68 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, 37.96 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 21°19'43" EAST, AND A CHORD LENGTH OF 37.56 FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 669.37 FEET, 98.26 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 76°42'51" EAST, AND A CHORD LENGTH OF 98.17 FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, 42.20 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 46°16'48" EAST, AND A CHORD LENGTH OF 41.65 FEET TO AN IRON MARKER; THENCE SOUTH 30°12'01" EAST, A DISTANCE OF 24.50 FEET TO AN IRON MARKER, THE POINT OF BEGINNING; BEING GENERALLY THAT LAND CONTAINING GOLF LINK 11 OF THE LEGACY; CONTAINING 144854 SQUARE FEET, OR 3.33 ACRES, MORE OR LESS;

#### INNER TRACT 07

BEGINNING AT AN IRON MARKER, SAID MARKER BEING LOCATED SOUTH 00°41'19" EAST, 657.33 FEET FROM AN IRON MARKER, THE SOUTHEASTERN CORNER OF THE LEGACY DRIVING RANGE AREA, SAID BEGINNING MARKER BEING FURTHER LOCATED SOUTH 56°31'05" WEST, 5199.50 FEET FROM A

COMMON CORNER WITH THE HASKELL DUNCAN ESTATE LANDS, LOCATED IN BULL BRANCH, SAID CORNER FURTHER BEING THE POINT OF BEGINNING OF THE OUTER TRACT; THENCE NORTH  $64^{\circ}01'58''$  EAST, A DISTANCE OF 481.52 FEET TO A POINT IN THE LAKE; THENCE NORTH  $80^{\circ}53'34''$  EAST, A DISTANCE OF 200.46 FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 158.01 FEET, 167.68 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH  $36^{\circ}44'37''$  EAST, AND A CHORD LENGTH OF 159.92 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 158.01 FEET, 23.83 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH  $02^{\circ}01'20''$  EAST, AND A CHORD LENGTH OF 23.80 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 158.01 FEET, 220.19 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH  $42^{\circ}13'12''$  WEST, AND A CHORD LENGTH OF 202.80 FEET TO AN IRON MARKER; THENCE SOUTH  $81^{\circ}28'08''$  WEST, A DISTANCE OF 553.30 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.02 FEET, 67.76 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH  $72^{\circ}32'43''$  WEST, AND A CHORD LENGTH OF 65.48 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.02 FEET, 39.89 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH  $31^{\circ}26'13''$  WEST, AND A CHORD LENGTH OF 39.43 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.02 FEET, 105.00 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH  $23^{\circ}53'29''$  EAST, AND A CHORD LENGTH OF 96.64 FEET TO AN IRON MARKER; TO THE POINT OF BEGINNING; BEING GENERALLY THAT LAND CONTAINING GOLF LINK 17 OF THE LEGACY; CONTAINING 178301 SQUARE FEET, OR 4.09 ACRES, MORE OR LESS;

#### INNER TRACT 08

BEGINNING AT AN IRON MARKER, SAID MARKER BEING LOCATED NORTH  $69^{\circ}50'00''$  WEST, 3207.92 FEET FROM A COMMON CORNER WITH THE HASKELL DUNCAN ESTATE LANDS, LOCATED IN BULL BRANCH, SAID CORNER FURTHER BEING THE POINT OF BEGINNING OF THE OUTER TRACT; THENCE SOUTH  $15^{\circ}36'34''$  EAST, A DISTANCE OF 850.07 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.21 FEET, 72.50 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH  $12^{\circ}05'33''$  WEST, AND A CHORD LENGTH OF 69.73 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.21 FEET, 20.39 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH  $47^{\circ}28'25''$  WEST, AND A CHORD LENGTH OF 20.32 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.21 FEET, 59.64 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH  $77^{\circ}57'19''$  WEST, AND A CHORD LENGTH OF 58.09 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 160.07 FEET, 256.00 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH  $28^{\circ}30'15''$  WEST, AND A CHORD LENGTH OF 229.58 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.01 FEET, 115.84 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH  $13^{\circ}00'15''$  WEST, AND A CHORD LENGTH OF 104.67 FEET TO AN IRON

MARKER; THENCE SOUTH 54°49'42" WEST, A DISTANCE OF 495.24 FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 159.72 FEET, 97.61 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 72°20'11" WEST, AND A CHORD LENGTH OF 96.10 FEET TO AN IRON MARKER; THENCE SOUTH 40°47'03" EAST, A DISTANCE OF 748.18 FEET TO AN IRON MARKER; THENCE SOUTH 08°58'23" EAST, A DISTANCE OF 396.59 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 159.54 FEET, 202.79 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 27°14'06" WEST, AND A CHORD LENGTH OF 189.41 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 159.54 FEET, 21.69 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 67°32'41" WEST, AND A CHORD LENGTH OF 21.67 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 159.54 FEET, 49.71 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF SOUTH 80°21'59" WEST, AND A CHORD LENGTH OF 49.51 FEET TO A POINT IN THE LAKE; THENCE NORTH 25°34'41" WEST, A DISTANCE OF 53.39 FEET TO A POINT IN THE LAKE; THENCE NORTH 24°35'21" WEST, A DISTANCE OF 23.84 FEET TO A POINT IN THE LAKE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 95.12 FEET, 160.64 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 23°00'07" WEST, AND A CHORD LENGTH OF 142.22 FEET TO A POINT IN THE LAKE; THENCE NORTH 18°40'53" WEST, A DISTANCE OF 195.59 FEET TO A POINT IN THE LAKE; THENCE NORTH 05°11'16" WEST, A DISTANCE OF 152.63 FEET TO A POINT IN THE LAKE; THENCE NORTH 18°30'43" WEST, A DISTANCE OF 77.42 FEET TO A POINT IN THE LAKE; THENCE NORTH 43°51'17" WEST, A DISTANCE OF 42.12 FEET TO A POINT IN THE LAKE; THENCE NORTH 31°16'06" WEST, A DISTANCE OF 434.73 FEET TO A POINT IN THE LAKE; THENCE SOUTH 89°09'33" WEST, A DISTANCE OF 52.51 FEET TO A POINT IN THE LAKE; THENCE NORTH 87°28'28" WEST, A DISTANCE OF 18.82 FEET TO A POINT IN THE LAKE; THENCE NORTH 28°34'20" WEST, A DISTANCE OF 121.17 FEET TO AN IRON MARKER; THENCE NORTH 27°00'04" WEST, A DISTANCE OF 19.98 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 74.96 FEET, 117.37 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 24°01'03" EAST, AND A CHORD LENGTH OF 105.75 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 159.72 FEET, 278.87 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 24°33'17" EAST, AND A CHORD LENGTH OF 244.78 FEET TO AN IRON MARKER; THENCE NORTH 74°13'58" EAST, A DISTANCE OF 449.90 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 159.29 FEET, 47.63 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 48°32'13" WEST, AND A CHORD LENGTH OF 47.45 FEET TO AN IRON MARKER; THENCE NORTH 39°58'05" WEST, A DISTANCE OF 392.12 FEET TO AN IRON MARKER; THENCE NORTH 29°01'16" WEST, A DISTANCE OF 831.81 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, 206.32 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 50°32'54" EAST, AND A CHORD LENGTH OF 147.15 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 160.09 FEET, 204.12 FEET ALONG SAID CURVE, HAVING A

CHORD DIRECTION OF NORTH 14°30'56" EAST, AND A CHORD LENGTH OF 190.57 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 160.09 FEET, 9.90 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 52°48'48" EAST, AND A CHORD LENGTH OF 9.90 FEET TO AN IRON MARKER; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 160.09 FEET, 182.42 FEET ALONG SAID CURVE, HAVING A CHORD DIRECTION OF NORTH 87°13'44" EAST, AND A CHORD LENGTH OF 172.71 FEET TO AN IRON MARKER; THENCE SOUTH 60°06'02" EAST, A DISTANCE OF 514.85 FEET TO AN IRON MARKER, THE POINT OF BEGINNING; CONTAINING 1234605 SQUARE FEET, OR 28.34 ACRES OR MORE OR LESS;

EXCEPTING THE FOLLOWING SUBTRACT, BEING WITHIN TRACT 08 AND LOCATED AS FOLLOWS, WHICH SUBTRACT IS PART OF THE EXISTING PROPERTY:

BEGINNING AT AN IRON MARKER, SAID MARKER BEING LOCATED SOUTH 43°23'51" WEST, 327.53 FEET FROM AN IRON MARKER AT THE POINT OF BEGINNING OF TRACT 08; THENCE SOUTH 26°23'18" EAST, A DISTANCE OF 590.57 FEET TO AN IRON MARKER; THENCE NORTH 40°00'00" WEST, A DISTANCE OF 291.83 FEET TO AN IRON MARKER; THENCE NORTH 40°58'42" WEST, A DISTANCE OF 689.91 FEET TO AN IRON MARKER; THENCE SOUTH 60°17'46" EAST, A DISTANCE OF 434.64 FEET TO AN IRON MARKER, THE POINT OF BEGINNING; DESCRIBED SUBTRACT CONTAINING 69879 SQUARE FEET, OR 1.60 ACRES, MORE OR LESS;

SUCH THAT THE NET AREA OF TRACT 08 CONTAINS 1,164,726 SQUARE FEET, OR 26.74 ACRES, MORE OR LESS; THE NET TRACT BEING GENERALLY THAT LAND CONTAINING GOLF LINKS 7, 8, 9, AND 10 OF THE LEGACY GOLF COURSE;

AND ALSO EXCEPTING FROM THE EXISTING PROPERTY THE FOLLOWING:

TRACT 09

BEING ALL OF THOSE CERTAIN AREAS DESIGNATED AS (I) "32,670 SQ. FT. (0.75 ACRE) TO BE RECOMBINED AS CONVEYANCE STRIP WITH HOLE #9 PROPERTY FOR HOLE #9 TEE LAND"; AND (II) "359 SQ. FT. (0.008 ACRE) TO BE RECOMBINED WITH HOLE #9 PROPERTY FOR HOLE #9 TEE LAND (CONVEYANCE STRIP)" ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE #9 TEE BOX LAND" RECORDED IN PLAT CABINET 13, PAGE 362 OF THE AFORESAID PUBLIC REGISTRY.

TRACT 10

THE FOLLOWING LOTS, TRACTS OR PARCELS, EACH LYING AND BEING SITUATED IN SANDHILLS TOWNSHIP, MOORE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED, RESPECTIVELY, AS FOLLOWS:

BEING ALL OF THOSE CERTAIN AREAS DESIGNATED, RESPECTIVELY, AS (I) "1,480 SQ. FT. (0.03 ACRE) CONVEYANCE STRIP TO BE RECOMBINED WITH HOLE #1

PROPERTY”; AND (II) “15,673 SQ. FT. (0.36 ACRE) CONVEYANCE STRIP TO BE RECOMBINED WITH HOLE #1 PROPERTY”; EACH OF THE FOREGOING AS DESCRIBED ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE #1 RECORDED IN PLAT CABINET 13, SLIDE 365 OF THE AFORESAID PUBLIC REGISTRY.

BEING ALL OF THAT CERTAIN AREA DESIGNATED AS “6,736± SQ. FT. (.155± ACRES) CONVEYANCE STRIP TO BE RECOMBINED WITH HOLE #1 PROPERTY” AS DESCRIBED ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE #1 RECORDED IN PLAT CABINET 13, SLIDE 501 OF THE AFORESAID PUBLIC REGISTRY.

BEING ALL OF THOSE CERTAIN AREAS DESIGNATED, RESPECTIVELY, AS (I) “4,601 SQ. FT. (0.10) ACRE CONVEYANCE STRIP TO BE RECOMBINED WITH HOLE #2 PROPERTY”; (II) “84,280 SQ. FT. (1.93 ACRES) CONVEYANCE STRIP TO BE RECOMBINED WITH HOLE #8 PROPERTY”; (III) “CONVEYANCE STRIP TO BE RECOMBINED WITH HOLE #8 PROPERTY (70,389 SQ. FT., 1.61 ACRES)”; (IV) “37,667 SQ. FT. (0.86 ACRE) CONVEYANCE STRIP TO BE RECOMBINED WITH HOLE #7 PROPERTY”; (V) 111,866 SQ. FT. (2.57 ACRES) CONVEYANCE STRIP TO BE RECOMBINED WITH HOLES 2 & 3”; AND (VI) “28,258 SQ. FT. (0.58 ACRE) CONVEYANCE STRIP TO BE RECOMBINED WITH HOLE #3 PROPERTY”; EACH OF THE FOREGOING AS DESCRIBED ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE #2, 3, 7 AND 8 RECORDED IN PLAT CABINET 13, SLIDE 364 OF THE AFORESAID PUBLIC REGISTRY.

BEING ALL OF THAT CERTAIN AREA DESIGNATED AS “5,583 SQ. FT. (0.12 ACRE) CONVEYANCE STRIP TO BE RECOMBINED WITH HOLE #12” AS DESCRIBED ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE # 12 RECORDED IN PLAT CABINET 13, SLIDE 361 OF THE AFORESAID PUBLIC REGISTRY.

BEING ALL OF THAT CERTAIN AREA DESIGNATED AS “31,243 SQ. FT. (0.72 ACRE) CONVEYANCE STRIP TO HOLE #10” AS DESCRIBED ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE # 10 RECORDED IN PLAT CABINET 13, SLIDE 371 OF THE AFORESAID PUBLIC REGISTRY.

BEING ALL OF THAT CERTAIN AREA DESIGNATED AS “31,669 SQ. FT. (0.72 ACRE) CONVEYANCE STRIP TO HOLE #14” AS DESCRIBED ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE # 14 RECORDED IN PLAT CABINET 13, SLIDE 366 OF THE AFORESAID PUBLIC REGISTRY.

BEING ALL OF THAT CERTAIN AREA DESIGNATED AS “15,850 SQ. FT. (0.36 ACRE) CONVEYANCE STRIP TO HOLE #6” AS DESCRIBED ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE #6 RECORDED IN PLAT CABINET 13, SLIDE 370 OF THE AFORESAID PUBLIC REGISTRY.

PROPERTY”; AND (II) “15,673 SQ. FT. (0.36 ACRE) CONVEYANCE STRIP TO BE RECOMBINED WITH HOLE #1 PROPERTY”; EACH OF THE FOREGOING AS DESCRIBED ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE #1 RECORDED IN PLAT CABINET 13, SLIDE 365 OF THE AFORESAID PUBLIC REGISTRY.

BEING ALL OF THAT CERTAIN AREA DESIGNATED AS “6,736± SQ. FT. (.155± ACRES) CONVEYANCE STRIP TO BE RECOMBINED WITH HOLE #1 PROPERTY” AS DESCRIBED ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE #1 RECORDED IN PLAT CABINET 13, SLIDE 501 OF THE AFORESAID PUBLIC REGISTRY.

BEING ALL OF THOSE CERTAIN AREAS DESIGNATED, RESPECTIVELY, AS (I) “4,601 SQ. FT. (0.10) ACRE CONVEYANCE STRIP TO BE RECOMBINED WITH HOLE #2 PROPERTY”; (II) “84,280 SQ. FT. (1.93 ACRES) CONVEYANCE STRIP TO BE RECOMBINED WITH HOLE #8 PROPERTY”; (III) “CONVEYANCE STRIP TO BE RECOMBINED WITH HOLE #8 PROPERTY (70,389 SQ. FT., 1.61 ACRES)”; (IV) “37,667 SQ. FT. (0.86 ACRE) CONVEYANCE STRIP TO BE RECOMBINED WITH HOLE #7 PROPERTY”; (V) 111,866 SQ. FT. (2.57 ACRES) CONVEYANCE STRIP TO BE RECOMBINED WITH HOLES 2 & 3”; AND (VI) “28,258 SQ. FT. (0.58 ACRE) CONVEYANCE STRIP TO BE RECOMBINED WITH HOLE #3 PROPERTY”; EACH OF THE FOREGOING AS DESCRIBED ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE #2, 3, 7 AND 8 RECORDED IN PLAT CABINET 13, SLIDE 364 OF THE AFORESAID PUBLIC REGISTRY.

BEING ALL OF THAT CERTAIN AREA DESIGNATED AS “5,583 SQ. FT. (0.12 ACRE) CONVEYANCE STRIP TO BE RECOMBINED WITH HOLE #12” AS DESCRIBED ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE # 12 RECORDED IN PLAT CABINET 13, SLIDE 361 OF THE AFORESAID PUBLIC REGISTRY.

BEING ALL OF THAT CERTAIN AREA DESIGNATED AS “31,243 SQ. FT. (0.72 ACRE) CONVEYANCE STRIP TO HOLE #10” AS DESCRIBED ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE # 10 RECORDED IN PLAT CABINET 13, SLIDE 371 OF THE AFORESAID PUBLIC REGISTRY.

BEING ALL OF THAT CERTAIN AREA DESIGNATED AS “31,669 SQ. FT. (0.72 ACRE) CONVEYANCE STRIP TO HOLE #14” AS DESCRIBED ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE # 14 RECORDED IN PLAT CABINET 13, SLIDE 366 OF THE AFORESAID PUBLIC REGISTRY.

BEING ALL OF THAT CERTAIN AREA DESIGNATED AS “15,850 SQ. FT. (0.36 ACRE) CONVEYANCE STRIP TO HOLE #6” AS DESCRIBED ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE #6 RECORDED IN PLAT CABINET 13, SLIDE 370 OF THE AFORESAID PUBLIC REGISTRY.

BEING ALL OF THAT CERTAIN AREA DESIGNATED AS "5,375± SQ. FT. (.123± ACRES) CONVEYANCE STRIP TO BE RECOMBINED WITH HOLE #6 PROPERTY" AS DESCRIBED ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE #1 RECORDED IN PLAT CABINET 13, SLIDE 499 OF THE AFORESAID PUBLIC REGISTRY.

BEING ALL OF THAT CERTAIN AREA DESIGNATED AS "22,715 SQ. FT. (0.52 ACRE) CONVEYANCE STRIP TO HOLE #4 PROPERTY" AS DESCRIBED ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE # 4 RECORDED IN PLAT CABINET 13, SLIDE 363 OF THE AFORESAID PUBLIC REGISTRY.

BEING ALL OF THAT CERTAIN AREA DESIGNATED AS "16,906 SQ. FT. (0.39 ACRE) CONVEYANCE STRIP TO HOLE #15" AS DESCRIBED ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE # 15 RECORDED IN PLAT CABINET 13, SLIDE 368 OF THE AFORESAID PUBLIC REGISTRY.

BEING ALL OF THAT CERTAIN AREA DESIGNATED AS "3,240 SQ. FT. (0.36 ACRE) PARKING LOT CONVEYANCE AREA" ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS EXISTING CLUBHOUSE AREA RECORDED IN PLAT CABINET 13, SLIDE 369 OF THE AFORESAID PUBLIC REGISTRY.

BEING ALL OF THAT CERTAIN AREA DESIGNATED AS "5,981 SQ. FT. (0.13 ACRE) CONVEYANCE STRIP TO BE RECOMBINED WITH HOLE #17" AS DESCRIBED ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE # 17 RECORDED IN PLAT CABINET 13, SLIDE 367 OF THE AFORESAID PUBLIC REGISTRY.

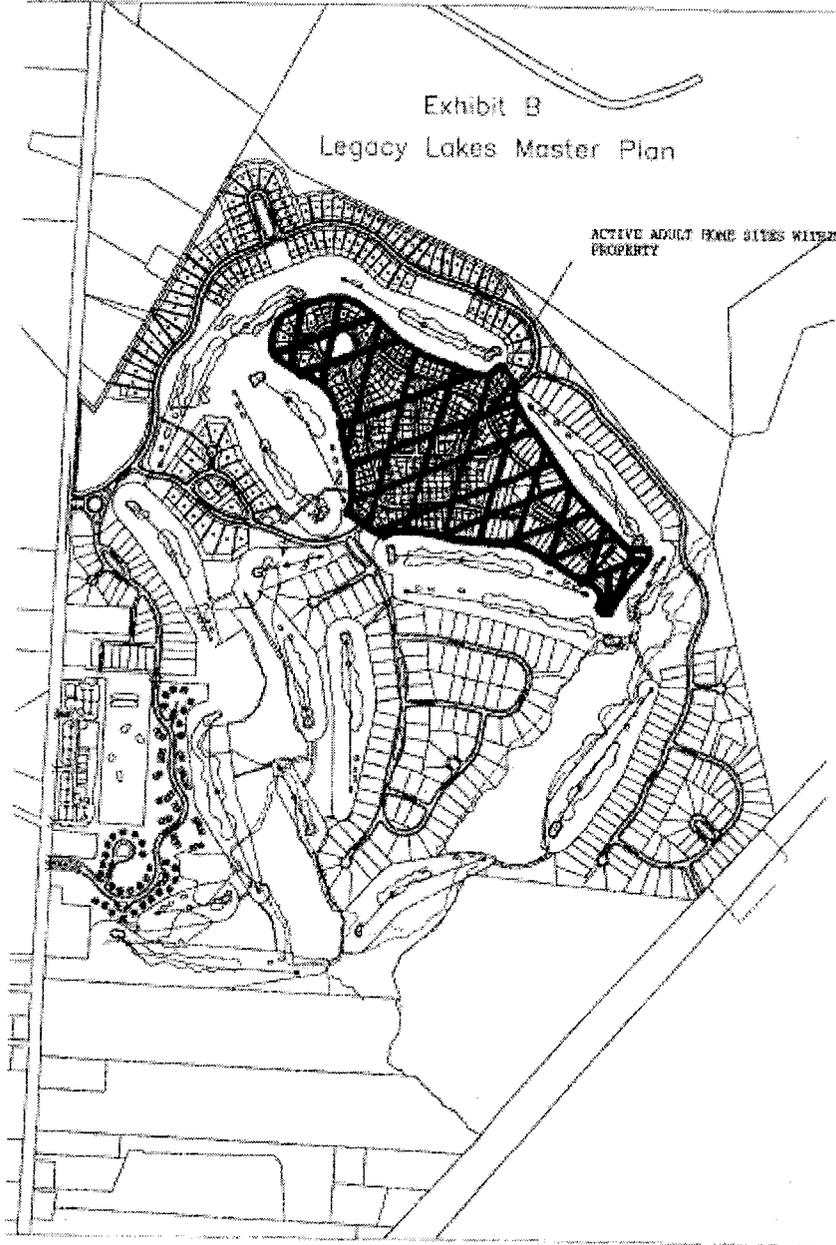
BEING ALL OF THAT CERTAIN AREA DESIGNATED AS "22,793± SQ. FT. (.523± ACRES) CONVEYANCE STRIP TO BE RECOMBINED WITH HOLE #17 PROPERTY" AS DESCRIBED ON THAT CERTAIN RECOMBINATION SURVEY FOR LEGACY GOLF LINKS HOLE #1 RECORDED IN PLAT CABINET 13, SLIDE 500 OF THE AFORESAID PUBLIC REGISTRY.

Exhibit B

Site Plan

ATTACHED

Exhibit B  
Legacy Lakes Master Plan



**THIS MAP IS NOT A CERTIFIED SURVEY  
AND HAS NOT BEEN REVIEWED BY A  
LOCAL GOVERNMENT AGENCY FOR COMPLIANCE  
WITH ANY APPLICABLE LAND DEVELOPMENT  
REGULATIONS**

Exhibit C

Legal Description of the Golf Course Property

The following lots, tracts or parcels, each lying and being situated in Sandhill Township, Moore County, North Carolina and being more particularly described, respectively, as follows:

BEING all of those certain Parcels A through K, comprising 164.630 Acres, as shown on that certain plat entitled "Michael W. Sanders and J. Allen Jordan, Jr., Sandhill Township, Moore County, North Carolina" which is dated January 29, 1990, and recorded in the Moore County Register of Deeds in Plat Cabinet 4, Slide 275.

LESS AND EXCEPTING the following described property:

BEING all of those certain areas designated as (i) "34,766 sq. ft. (0.80 acre) to be recombined with FC Pinehurst, LLC property (Road Land)"; (ii) "7,799 sq. ft. (0.18 acre) (Road Land)"; and (iii) "7,528 sq. ft. (0.17 acre) to be recombined with FC Pinehurst, LLC (Road Land)" on that certain Recombination Survey for Legacy Golf Links Hole #9 Tee Box Land recorded in Plat Cabinet 13, Page 362 of the aforesaid Public Registry.

TOGETHER WITH:

BEING all of those certain areas designated as (i) "32,670 sq. ft. (0.75 acre) to be recombined as Conveyance Strip with Hole #9 property for Hole #9 Tee Land"; and (ii) "359 sq. ft. (0.008 acre) to be recombined with Hole #9 Property for Hole #9 Tee Land (Conveyance Strip)" on that certain Recombination Survey for Legacy Golf Links Hole #9 Tee Box Land" recorded in Plat Cabinet 13, Page 362 of the aforesaid Public Registry.

TOGETHER WITH a perpetual right of access, ingress and egress to and from Parcels A through K over and across those certain golf cart and irrigation easements as shown on that certain Golf Cart and Irrigation easement Map, dated February 25, 1991, recorded April 24, 1996 in Plat Cabinet 6, Slide 165 of the Moore County, North Carolina Public Registry for the purposes of irrigation, golf cart travel and construction, maintenance and repair of the golf course, clubhouse and appurtenant facilities; as amended by First Amendment to Golf Cart Path and Irrigation Easements by and between Legacy Golf Links Limited Partnership and FC Pinehurst, LLC, recorded in Book 3168, Page 249 in the aforesaid Registry.

TOGETHER WITH temporary easement rights of access, golf course play and maintenance and operation of irrigation and utility facilities as reserved in North Carolina Special Warranty Deed recorded in Book 3094, Page 566, of the aforesaid Public Registry.

TOGETHER WITH:

The following lots, tracts or parcels, each lying and being situated in Sandhills Township, Moore County, North Carolina and being more particularly described, respectively, as follows:

BEING all of those certain areas designated, respectively, as (i) "1,480 sq. ft. (0.03 acre) Conveyance Strip to be recombined with Hole #1 Property"; and (ii) "15,673 sq. ft. (0.36 acre) Conveyance Strip to be recombined with Hole #1 Property"; each of the foregoing as described on that certain Recombination Survey for Legacy Golf Links Hole #1 recorded in Plat Cabinet 13, Slide 365 of the Moore County Public Registry.

BEING all of that certain area designated as "6,736± sq. ft. (.155± acres) Conveyance Strip to be recombined with Hole #1 Property" as described on that certain Recombination Survey for Legacy Golf Links Hole #1 recorded in Plat Cabinet 13, Slide 501 of the aforesaid Public Registry.

BEING all of those certain areas designated, respectively, as (i) "4,601 sq. ft. (0.10) acre Conveyance Strip to be recombined with Hole #2 Property"; (ii) "84,280 sq. ft. (1.93 acres) Conveyance Strip to be recombined with Hole #8 Property"; (iii) "Conveyance Strip to be recombined with Hole #8 property (70,389 sq. ft., 1.61 acres)"; (iv) "37,667 sq. ft. (0.86 acre) Conveyance Strip to be recombined with Hole #7 Property"; (v) 111,866 sq. ft. (2.57 acres) Conveyance Strip to be recombined with Holes 2 & 3"; and (vi) "28,258 sq. ft. (0.58 acre) Conveyance Strip to be recombined with Hole #3 Property"; each of the foregoing as described on that certain Recombination Survey for Legacy Golf Links Hole #2, 3, 7 and 8 recorded in Plat Cabinet 13, Slide 364 of the aforesaid Public Registry.

BEING all of that certain area designated as "5,583 sq. ft. (0.12 acre) Conveyance Strip to be recombined with Hole #12" as described on that certain Recombination Survey for Legacy Golf Links Hole # 12 recorded in Plat Cabinet 13, Slide 361 of the aforesaid Public Registry.

BEING all of that certain area designated as "31,243 sq. ft. (0.72 acre) Conveyance Strip to Hole #10" as described on that certain Recombination Survey for Legacy Golf Links Hole # 10 recorded in Plat Cabinet 13, Slide 371 of the aforesaid Public Registry.

BEING all of that certain area designated as "31,669 sq. ft. (0.72 acre) Conveyance Strip to Hole #14" as described on that certain Recombination Survey for Legacy Golf Links Hole # 14 recorded in Plat Cabinet 13, Slide 366 of the aforesaid Public Registry.

BEING all of that certain area designated as "15,850 sq. ft. (0.36 acre) Conveyance Strip to Hole #6" as described on that certain Recombination Survey for Legacy Golf Links Hole #6 recorded in Plat Cabinet 13, Slide 370 of the aforesaid Public Registry.

BEING all of that certain area designated as "5,375± sq. ft. (.123± acres) Conveyance Strip to be recombined with Hole #6 property" as described on that certain Recombination Survey for Legacy Golf Links Hole #1 recorded in Plat Cabinet 13, Slide 499 of the aforesaid Public Registry.

BEING all of that certain area designated as "22,715 sq. ft. (0.52 acre) Conveyance Strip to Hole #4 property" as described on that certain Recombination Survey for Legacy Golf Links Hole # 4 recorded in Plat Cabinet 13, Slide 363 of the aforesaid Public Registry.

BEING all of those certain areas designated, respectively, as (i) “1,480 sq. ft. (0.03 acre) Conveyance Strip to be recombined with Hole #1 Property”; and (ii) “15,673 sq. ft. (0.36 acre) Conveyance Strip to be recombined with Hole #1 Property”; each of the foregoing as described on that certain Recombination Survey for Legacy Golf Links Hole #1 recorded in Plat Cabinet 13, Slide 365 of the Moore County Public Registry.

BEING all of that certain area designated as “6,736± sq. ft. (.155± acres) Conveyance Strip to be recombined with Hole #1 Property” as described on that certain Recombination Survey for Legacy Golf Links Hole #1 recorded in Plat Cabinet 13, Slide 501 of the aforesaid Public Registry.

BEING all of those certain areas designated, respectively, as (i) “4,601 sq. ft. (0.10) acre Conveyance Strip to be recombined with Hole #2 Property”; (ii) “84,280 sq. ft. (1.93 acres) Conveyance Strip to be recombined with Hole #8 Property”; (iii) “Conveyance Strip to be recombined with Hole #8 property (70,389 sq. ft., 1.61 acres)”; (iv) “37,667 sq. ft. (0.86 acre) Conveyance Strip to be recombined with Hole #7 Property”; (v) 111,866 sq. ft. (2.57 acres) Conveyance Strip to be recombined with Holes 2 & 3”; and (vi) “28,258 sq. ft. (0.58 acre) Conveyance Strip to be recombined with Hole #3 Property”; each of the foregoing as described on that certain Recombination Survey for Legacy Golf Links Hole #2, 3, 7 and 8 recorded in Plat Cabinet 13, Slide 364 of the aforesaid Public Registry.

BEING all of that certain area designated as “5,583 sq. ft. (0.12 acre) Conveyance Strip to be recombined with Hole #12” as described on that certain Recombination Survey for Legacy Golf Links Hole # 12 recorded in Plat Cabinet 13, Slide 361 of the aforesaid Public Registry.

BEING all of that certain area designated as “31,243 sq. ft. (0.72 acre) Conveyance Strip to Hole #10” as described on that certain Recombination Survey for Legacy Golf Links Hole # 10 recorded in Plat Cabinet 13, Slide 371 of the aforesaid Public Registry.

BEING all of that certain area designated as “31,669 sq. ft. (0.72 acre) Conveyance Strip to Hole #14” as described on that certain Recombination Survey for Legacy Golf Links Hole # 14 recorded in Plat Cabinet 13, Slide 366 of the aforesaid Public Registry.

BEING all of that certain area designated as “15,850 sq. ft. (0.36 acre) Conveyance Strip to Hole #6” as described on that certain Recombination Survey for Legacy Golf Links Hole #6 recorded in Plat Cabinet 13, Slide 370 of the aforesaid Public Registry.

BEING all of that certain area designated as “5,375± sq. ft. (.123± acres) Conveyance Strip to be recombined with Hole #6 property” as described on that certain Recombination Survey for Legacy Golf Links Hole #1 recorded in Plat Cabinet 13, Slide 499 of the aforesaid Public Registry.

BEING all of that certain area designated as “22,715 sq. ft. (0.52 acre) Conveyance Strip to Hole #4 property” as described on that certain Recombination Survey for Legacy Golf Links Hole # 4 recorded in Plat Cabinet 13, Slide 363 of the aforesaid Public Registry.

BEING all of that certain area designated as “16,906 sq. ft. (0.39 acre) Conveyance Strip to Hole #15” as described on that certain Recombination Survey for Legacy Golf Links Hole # 15 recorded in Plat Cabinet 13, Slide 368 of the aforesaid Public Registry.

BEING all of that certain area designated as “3,240 sq. ft. (0.36 acre) Parking Lot Conveyance Area” on that certain Recombination Survey for Legacy Golf Links Existing Clubhouse Area recorded in Plat Cabinet 13, Slide 369 of the aforesaid Public Registry.

BEING all of that certain area designated as “5,981 sq. ft. (0.13 acre) Conveyance Strip to be recombined with Hole #17” as described on that certain Recombination Survey for Legacy Golf Links Hole # 17 recorded in Plat Cabinet 13, Slide 367 of the aforesaid Public Registry.

BEING all of that certain area designated as “22,793± sq. ft. (.523± acres) Conveyance Strip to be recombined with Hole #17 Property” as described on that certain Recombination Survey for Legacy Golf Links Hole #1 recorded in Plat Cabinet 13, Slide 500 of the aforesaid Public Registry.