

STATE OF NORTH CAROLINA  
COUNTY OF BURKE

FOURTH AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR EAST SHORES  
AND TO SUPPLEMENTAL  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR EAST SHORES II AND TO  
SECOND SUPPLEMENTAL  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR EAST SHORES III

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR EAST SHORES AND TO SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST  
SHORES II AND TO SECOND SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR EAST SHORES III (this "Fourth  
Amendment") is made and entered into June 23, 1993 by  
CRESCENT RESOURCES, INC. (formerly Crescent Land & Timber  
Corp.), a South Carolina corporation ("Declarant").

STATEMENT OF PURPOSE:

A. Declarant is the Declarant under that certain  
Declaration of Covenants, Conditions and Restrictions for East  
Shores dated September 14, 1990 and recorded in Book 771, Page  
364, Burke County Public Registry (the "Declaration").  
Capitalized terms used in this Amendment not otherwise defined  
herein shall have the same meaning as set forth in the  
Declaration, as supplemented and amended by the instruments of  
record described below.

B. The property subject to and affected by the  
Declaration is more particularly described in the Declaration  
and shown on those certain plats of East Shores recorded in Plat  
Book 9, Pages 189 and 190, Burke County Public Registry, which  
plats have been superseded and amended by those certain plats of  
East Shores recorded in Plat Book 10, Pages 3 and 4, Burke  
County Public Registry.

C. Pursuant to that certain Supplemental Declaration of  
Covenants, Conditions and Restrictions for East Shores II dated  
October 26, 1990 and recorded in Book 773, Page 1826, Burke

DRAWN BY AND MAIL TO:

Tim M. Kinskey, Esq.  
Parker, Poe, Adams & Bernstein  
2600 Charlotte Plaza  
Charlotte, NC 28244

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County Public Registry (the "First Supplemental Declaration"), Declarant made certain additional property subject to the terms and scheme of the Declaration, which additional property is more particularly described in the First Supplemental Declaration and shown on that certain plat of East Shores II recorded in Plat Book 10, Page 18, Burke County Public Registry.

D. Pursuant to that certain Amendment to Declaration of Covenants, Conditions and Restrictions for East Shores and to Supplemental Declaration of Covenants, Conditions and Restrictions for East Shores II dated December 20, 1990 and recorded in Book 774, Page 1229, Burke County Public Registry (the "First Amendment"), the Declaration and First Supplemental Declaration were amended to revise certain provisions thereof.

E. Pursuant to that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for East Shores and to Supplemental Declaration of Covenants, Conditions and Restrictions for East Shores II dated March 28, 1991 and recorded in Book 777, Page 1862, Burke County Public Registry (the "Second Amendment"), the Declaration and First Supplemental Declaration were amended to revise certain provisions thereof.

F. Pursuant to that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions for East Shores III dated September 18, 1992 and recorded in Book 801, Page 342, Burke County Public Registry (the "Second Supplemental Declaration"), Declarant made certain additional property subject to the terms and scheme of the Declaration, which additional property is more particularly described in the Second Supplemental Declaration and shown on that certain plat of East Shores III recorded in Plat Book 10, Page 143, Burke County Public Registry.

G. Pursuant to that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for East Shores and to Supplemental Declaration of Covenants, Conditions and Restrictions for East Shores II and to Second Supplemental Declaration of Covenants, Conditions and Restrictions for East Shores III dated September 18, 1992 and recorded in Book 801, Page 367, Burke County Public Registry (the "Third Amendment"), the Declaration, the First Supplemental Declaration and the Second Supplemental Declaration were amended to revise certain provisions thereof.

H. Declarant wishes to amend certain provisions in the Second Supplemental Declaration and in the Third Amendment regarding the amount of Club Assessments, the definition of Club Lots and the form of Joinder Agreement. Under Article XII, Section 1 of the Second Supplemental Declaration (and under Article IX, Section 1 of the Third Amendment), any amendment affecting the Club Lots must be approved by a vote of no less than two-thirds (2/3) of all votes to be cast by Members owning

Club Lots. Declarant is the Owner of all Club Lots except Lots 43 and 47 in Phase I and Lots 5, 6 and 15 in Phase III. By executing this Fourth Amendment, Declarant exceeds the consent requirement described in this paragraph.

I. Declarant wishes to amend certain provisions in the Declaration, as amended, and the First Supplemental Declaration, as amended, regarding Promontory Assessments and Special Promontory Assessments (for Phase I) and Phase II Promontory Assessments and Special Phase II Promontory Assessments in order to provide a uniform scheme of Promontory Assessments in all Phases of East Shores. Under Article XIV, Section 3 of the Declaration, any amendment affecting the Promontory Lots must be approved by a vote of no less than two-thirds (2/3) of all votes entitled to be cast by Members Owning Promontory Lots. Declarant is the Owner of one (1) of the ten (10) Promontory Lots in Phase I, five (5) of the five (5) Phase II Promontory Lots, and five (5) of the eight (8) Phase III Promontory Lots, and in accordance with Article IV, Section 2 of the Declaration, Declarant's Lots are Class B Lots entitling it to four (4) votes for each Lot owned by it and therefore, Declarant's execution of this Fourth Amendment exceeds the consent requirement described in this paragraph.

J. Declarant wishes to amend certain restrictions against two-level boat docks contained in the Declaration, as supplemented and amended, and to amend certain provisions regarding the term of the Declaration, as supplemented and amended. Under Article XIV, Section 3 of the Declaration, restrictions may be amended by an agreement signed by Owners holding a majority of the votes appurtenant to the Lots which are then subject to the Declaration, with the consent of the Declarant so long as Declarant owns any Lot. Declarant owns a majority of the Lots. By executing this Fourth Amendment, Declarant exceeds the consent requirements described in this paragraph and also provides its consent as Declarant.

K. Declarant wishes to amend certain provisions in the Declaration, as amended and supplemented, regarding the conversion of Class B Lots to Class A Lots and voting rights. Under Article XIV, Section 3 of the Declaration, any provision regarding voting rights may be amended with the consent of the Owners having at least two-thirds (2/3) of the votes in the Association and the approval of certain Mortgagees. Declarant's Lots are Class B Lots entitling it to four (4) votes for each Lot owned by it, Declarant owns a majority of the Lots, none of which are mortgaged, and therefore, Declarant's execution of this Fourth Amendment exceeds the consent requirements described in this paragraph.

NOW, THEREFORE, Declarant, by this Amendment, does hereby amend the Declaration, the First Supplemental Declaration, and the Second Supplemental Declaration, as amended by the First Amendment, the Second Amendment, and the Third Amendment, as follows:

1. Article I, Section 4 of the Third Amendment, "Club Lot", is hereby amended for clarity to include all Phase III Lots (as intended by the Second Supplemental Declaration).

2. The text of Article I, Section 6 of the Third Amendment, "Joinder Agreement", is hereby deleted and the following inserted in lieu thereof:

"Joinder Agreement" shall mean and refer to that certain Joinder Agreement in the form attached hereto as Exhibit A and incorporated hereby by reference to be executed by the Declarant, the Association, and the Owner of any Lot in Phase I or Phase II who desires to establish such Lot as a Club Lot, and which is recorded in the Burke County Public Registry upon the payment of any initiation fee to Declarant.

3. The text of Article II, Section 2 of the Third Amendment is hereby deleted and the following inserted in lieu thereof:

Establishment of Club Lots; Execution of Joinder Agreement. The Club Lots set forth in Section 4 of Article I hereof, any Lots hereafter designated by Declarant as Club Lots in any Supplemental Declaration or any Amendment to the Declaration and any Lot with respect to which the Declarant, the Association and the Owner of such Lot execute a Joinder Agreement, which is then duly recorded in the Burke County Public Registry, shall become a Club Lot and the Owner of the Club Lot shall have the rights set forth above in Section 1 of this Article.

4. Article VI, Section 3 of the Second Supplemental Declaration, is hereby amended by deleting from the fourth and fifth lines thereof the words "Seventy-Five and no/100 Dollars (\$75.00)" and inserting in lieu thereof the words "One Hundred Forty and no/100 Dollars (\$140.00)", thereby inserting the correct amount of the Club Assessments for the fiscal year beginning July 1, 1993.

5. The form Joinder Agreement attached as Exhibit A to the Third Amendment is hereby deleted and the form Joinder Agreement attached to this Fourth Amendment as Exhibit A is inserted in lieu thereof, and shall be the form of Joinder Agreement used for the creation of a Club Lot as described in the Third Amendment, as amended by this Fourth Amendment.

6. The text of Article VII of the Declaration, Covenant for Promontory and Special Promontory Assessments is deleted and the following inserted in lieu thereof:

**COVENANT FOR PROMONTORY ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation for Promontory Assessments. The Declarant, for each Promontory Lot owned within the Property, hereby covenants, and each Owner of any Promontory 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 Association, in addition to the Annual and Special Assessments provided for in the Declaration, Promontory Assessments, as hereinafter defined, for maintenance and repair costs of the Roadway to which such Promontory Lot abuts, established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Promontory Lot against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Promontory Lot at the time when the assessment fell due. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Promontory Assessments. The assessments to be levied by the Association against each Promontory Lot (the "Promontory Assessments") shall be used as follows:

- (a) to maintain, repair and reconstruct, when necessary, the Roadway to which such Promontory Lot abuts to the standard of maintenance (if one is ascertainable) which would be required by the State of North Carolina Department of Transportation before it would accept such Roadway for maintenance; provided, however, such standards shall not affect the width of the Roadways;
- (b) to maintain any and all drainage pipes, inlets, basins, ditches, swales and other facilities installed within the Roadway to which such Promontory Lot abuts;

- (c) to keep the Roadway clean and free from debris and to maintain same in a clean and orderly condition; and
- (d) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws in connection with the Roadway.

Notwithstanding anything to the contrary contained in the Declaration, no contingency reserve or reserve fund for the Promontory Lots shall be maintained by the Association.

Section 3. Payment of Promontory Assessments; Due Dates.

(a) The Promontory Assessments provided for herein shall be incurred as to each Promontory Lot affected on the earlier to occur of the following:

- (1) a written request for Promontory Assessments signed by a majority of the Promontory Lot Owners abutting the Roadway thus affected; or
- (2) a written request for Promontory Assessments signed by one (1) Promontory Lot Owner abutting such Roadway and a determination by the Board of Directors that such request for assessments is necessary for the maintenance and repair of such Roadway; or
- (3) a determination by the Board of Directors that maintenance and repairs are necessary for the Roadway.

(b) The Promontory Assessments shall be in an amount as set by the Board of Directors. The Promontory Assessments thereafter shall be incurred only upon the occurrence of an event in subparagraph (a) above, in an amount set by the Board of Directors. Any such Promontory Assessments shall be due and payable in one (1) installment, such installment being due and payable no later than thirty (30) days after the Association's written notice as provided below. The Board of Directors shall fix and send written notice of the amount of the Promontory Assessment as to each Promontory Lot affected. Failure of the Association to send the notice described in this Section 3 shall not relieve the Owners affected of their liability for Promontory Assessments.

Section 4. Promontory Assessment Rate. The Promontory Assessments must be fixed at a uniform rate for all Promontory Lots abutting the Roadway assessed for repairs and maintenance expenses.

7. The text of Article III of the First Supplemental Declaration, Covenant for Phase II Promontory and Special Phase II Promontory Assessments, is deleted and the following inserted in lieu thereof:

**COVENANT FOR PHASE II PROMONTORY ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation for Phase II Promontory Assessments. The Declarant, for each Phase II Promontory Lot owned within the Property, hereby covenants, and each Owner of any Phase II Promontory 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 Association, in addition to the Annual and Special Assessments provided for in the Declaration, Phase II Promontory Assessments, as hereinafter defined, for maintenance and repair costs of the Phase II Roadway to which such Phase II Promontory Lot abuts, established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Phase II Promontory Lot against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Phase II Promontory Lot at the time when the assessment fell due. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Phase II Promontory Assessments. The assessments to be levied by the Association against each Phase II Promontory Lot (the "Phase II Promontory Assessments") shall be used as follows:

- (a) to maintain, repair and reconstruct, when necessary, the Phase II Roadway to which such Phase II Promontory Lot abuts to the standard of maintenance (if one is ascertainable) which would be required by the State of North Carolina Department of Transportation before it would accept such Phase II Roadway for maintenance; provided, however, such standards shall not affect the width of the Phase II Roadways;

- (b) to maintain any and all drainage pipes, inlets, basins, ditches, swales and other facilities installed within the Phase II Roadway to which such Phase II Promontory Lot abuts;
- (c) to keep the Phase II Roadways clean and free from debris and to maintain same in a clean and orderly condition; and
- (d) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws in connection with the Phase II Roadways.

Notwithstanding anything to the contrary contained in the Declaration, no contingency reserve or reserve fund for the Phase II Promontory Lots shall be maintained by the Association.

Section 3. Payment of Phase II Promontory Assessments; Due Dates.

(a) The Phase II Promontory Assessments provided for herein shall be incurred as to each Phase II Promontory Lot affected on the earlier to occur of the following:

- (1) a written request for Phase II Promontory Assessments signed by a majority of the Phase II Promontory Lot Owners abutting the Phase II Roadway thus affected; or
- (2) a written request for Phase II Promontory Assessments signed by one (1) Phase II Promontory Lot Owner abutting such Phase II Roadway and a determination by the Board of Directors that such request for assessments is necessary for the maintenance and repair of such Phase II Roadway; or
- (3) a determination by the Board of Directors that maintenance and repairs are necessary for either or both of the Phase II Roadways.

(b) The Phase II Promontory Assessments shall be in an amount as set by the Board of Directors. The Phase II Promontory Assessments thereafter shall be incurred only upon the occurrence of an event in subparagraph (a) above, in an amount set by the Board of Directors. Any such Phase II Promontory Assessments shall be due and payable in one (1)



installment, such installment being due and payable no later than thirty (30) days after the Association's written notice as provided below. The Board of Directors shall fix and send written notice of the amount of the Phase II Promontory Assessment as to each Phase II Promontory Lot affected. Failure of the Association to send the notice described in this Section 3 shall not relieve the Owners affected of their liability for Phase II Promontory Assessments.

Section 4. Phase II Promontory Assessment Rate. The Phase II Promontory Assessments must be fixed at a uniform rate for all Phase II Promontory Lots abutting the Phase II Roadway assessed for repairs and maintenance expenses.

8. Article IX, Section 1 of the Declaration is hereby amended by deleting from the next to the last sentence thereof, the words "or two-story piers", thereby eliminating such restriction.

9. Article IV, Section 3 of the Declaration is hereby amended by deleting from the second line thereof the words "five (5)" and inserting "seven (7)" in lieu thereof, thereby delaying the automatic conversion of the Class B Lots to Class A Lots.

Except as expressly amended herein, the Declaration, as amended and supplemented, remains unchanged and in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Fourth Amendment to be executed by its officers duly authorized and its corporate seal to be hereunto affixed, all the day and year first above written.

ATTEST:

By: Ethelene Williams  
Assistant Secretary

CRESCENT  
[CORPORATE SEAL]

CRESCENT RESOURCES, INC.,  
a South Carolina corporation

By: [Signature]  
President

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

This 23rd day of June, 1993, before me, the undersigned Notary Public, personally came Gilbert D. Stepnenson, Jr. who, being duly sworn, says that he is Vice President of CRESCENT RESOURCES, INC., a South Carolina corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation, and that he signed and sealed said instrument on behalf of said corporation by its authority duly given. And the said Vice President acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and notarial seal the day and year first above written.

Sharon C. Arrowood  
Notary Public

My Commission Expires:

10/23/93

[NOTARY SEAL]

STATE OF NORTH CAROLINA—BURKE COUNTY

The foregoing certificates of Sharon C. Arrowood

N. D. Cabarrus Co. NC N P of said county is adjudged

to be correct. Let the instrument with its certificates be regis-

tered This 24 day of June 1993.

Elyette W. Cooper ant  
LOUISE ANDERSON Register of Deeds

**EXHIBIT A**  
**TO**  
**FOURTH AMENDMENT TO DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS FOR EAST SHORES**

STATE OF NORTH CAROLINA  
COUNTY OF BURKE

**JOINDER AGREEMENT**

THIS JOINDER AGREEMENT (the "Joinder Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_ by \_\_\_\_\_ (the "Owner"), EAST SHORES OWNERS' ASSOCIATION, INC., a North Carolina non-profit corporation (the "Association") and CRESCENT RESOURCES, INC. (formerly Crescent Land & Timber Corp.), a South Carolina corporation ("Declarant").

**STATEMENT OF PURPOSE:**

A. Owner owns Lot \_\_\_\_\_ located within the East Shores Subdivision ("East Shores"), as more particularly shown on (indicate the location of the Lot by checking one of the following two boxes):

\_\_\_\_\_ those certain plats of East Shores I recorded in Map Book 10, Pages 3 and 4 of the Burke County Public Registry (being a revision of Map Book 9, Pages 189 and 190 of the Burke County Public Registry) and any subsequent revisions thereto (the "Lot"); or

\_\_\_\_\_ as more particularly shown on that certain plat of East Shores II recorded in Map Book 10, Page 18 of the Burke County Public Registry and any subsequent revisions thereto (the "Lot").

B. East Shores is subject to that certain Declaration of Covenants, Conditions and Restrictions - East Shores dated September 14, 1990 and record in Book 771, Page 364, Burke County Public Registry as supplemented by that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for East Shores II dated October 26, 1990 and recorded in Book 773, Page 1826, Burke County Public Registry, all as amended by that certain Amendment to Declaration of

DRAWN BY AND MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Covenants, Conditions and Restrictions for East Shores and to Supplemental Declaration of Covenants, Conditions and Restrictions for East Shores II dated December 20, 1990 and recorded in Book 774, Page 1229, Burke County Public Registry and that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for East Shores and to Supplemental Declaration of Covenants, Conditions and Restrictions for East Shores II dated March 28, 1991 recorded in Book 777, Page 1862, Burke County Public Registry and the Second Supplemental Declaration of Covenants, Conditions and Restrictions for East Shores III dated September 18, 1992 and recorded in Book 801, Page 342, Burke County Public Registry (the "Second Supplemental Declaration") and that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for East Shores and to Supplemental Declaration of Covenants, Conditions and Restrictions for East Shores II and to Second Supplemental Declaration of Covenants, Conditions and Restrictions for East Shores III dated September 18, 1992 and recorded in Book 801, Page 367, Burke County Public Registry (the "Third Amendment"); and that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for East Shores and to Supplemental Declaration of Covenants, Conditions and Restrictions for East Shores II and to Second Supplemental Declaration of Covenants, Conditions and Restrictions for East Shores III dated \_\_\_\_\_, 1993 and recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, Burke County Public Registry (collectively referred to hereafter as the "Declaration"); and

C. The Declaration provides that an Owner of a Lot within Phase I or Phase II of East Shores can subject its Lot to Club Assessments (as defined hereinafter) and thereafter such Lot shall be a Club Lot entitling the Owner thereof to the use of the Club Area;

D. Owner desires to subject the Lot to certain Club Assessments as more particularly described in the Second Supplemental Declaration, the Third Amendment and the Fourth Amendment; and

E. The Declarant and the Association join in the execution of this Joinder Agreement to evidence their acknowledgement and consent hereto.

NOW, THEREFORE, for and consideration of the mutual covenants and conditions contained herein and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which this hereby acknowledged, Owner hereby covenants and agrees as follows:

1. Designation of Club Lots; Club Assessments. Owner's Lot is hereby deemed to be a Club Lot and Owner hereby agrees to be bound by the provisions of the Third Amendment and Fourth Amendment (and any subsequent amendments duly made and recorded) regarding Club Lots and to pay any and all Club Assessments, Special Club Assessments and any other assessments described therein hereinafter due and payable, all in accordance with the Second Supplemental Declaration, the Third Amendment and the Fourth Amendment. From the date of this Joinder Agreement, the Owner of the Lot shall be entitled to the use of the Club Area, subject, however, to the provisions of the Declaration regulating such use.

2. Survival of Covenants. The covenants and conditions herein contained shall run with title to the Lot and be binding upon and inure to the benefit of all the parties hereto, their heirs, successors, executors, administrators and assigns.

3. Capitalized Terms. Unless otherwise noted herein, any capitalized terms used in this Joinder Agreement shall have the same meaning as set forth in the Declaration.

IN WITNESS WHEREOF, Owner has hereto set his or her hand and seal the day and year first above written.

OWNER:

(Individual Signatory)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

(Partnership Signatory)

a \_\_\_\_\_ partnership (SEAL)

By: \_\_\_\_\_ (SEAL)

General Partner

(Corporate Signatory)

ATTEST:

\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

a \_\_\_\_\_ corporation

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

President

THE ASSOCIATION hereby joins in the execution of this Joinder Agreement to evidence its acknowledgement and consent hereto.

ASSOCIATION:

EAST SHORES OWNERS' ASSOCIATION, INC., a North Carolina non-profit corporation

ATTEST:

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

[CORPORATE SEAL]

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

DECLARANT hereby joins in the execution of this Joinder Agreement to evidence its acknowledgement and consent hereto.

ATTEST:

Assistant Secretary

(CORPORATE SEAL)

CRESCENT RESOURCES, INC.,  
a South Carolina corporation

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

(1) INDIVIDUAL SIGNATORY NOTARY ACKNOWLEDGEMENTS

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 199\_\_.

Notary Public

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

[NOTARY SEAL]

(2) PARTNERSHIP SIGNATORY

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, of the  
County and State aforesaid, certify that \_\_\_\_\_  
\_\_\_\_\_, a General Partner of \_\_\_\_\_

\_\_\_\_\_, a \_\_\_\_\_  
Partnership, personally appeared before me this day and  
acknowledged the execution of the foregoing instrument as  
General Partner on behalf of \_\_\_\_\_.

Witness my hand and notarial seal, this \_\_\_\_ day of  
\_\_\_\_\_, 199\_.

\_\_\_\_\_  
Notary Public

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

[NOTARY SEAL]

(3) CORPORATE SIGNATORY

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 199\_, personally came before  
me \_\_\_\_\_, who being by me  
duly sworn, says that he/she is \_\_\_\_\_, of  
\_\_\_\_\_, a \_\_\_\_\_

corporation, and that the seal affixed to the foregoing  
instrument in writing is the corporate seal of the corporation,  
and that the writing was signed and sealed by him/her in behalf  
of the corporation, by its authority duly given. And  
the \_\_\_\_\_ acknowledged the writing to  
be the act and deed of the corporation.

Witness my hand and official stamp or seal, this \_\_\_\_ day  
of \_\_\_\_\_, 199\_.

\_\_\_\_\_  
Notary Public

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

[NOTARY SEAL]

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 199\_, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came \_\_\_\_\_, who, being duly sworn, says that he is \_\_\_\_\_ President of EAST SHORES OWNERS' ASSOCIATION, INC., a North Carolina non-profit corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation, and that she/he signed and sealed said instrument on behalf of said corporation by its authority duly given. And the said \_\_\_\_\_ President acknowledged said instrument to be the act and deed of said corporation.

Witness my hand and notarial seal the day and year first above written.

\_\_\_\_\_  
Notary Public

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

[NOTARY SEAL]

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

This \_\_\_\_ day of \_\_\_\_\_, 199\_, before me, the undersigned Notary Public, personally came \_\_\_\_\_, who, being duly sworn, says that he is \_\_\_\_\_ President of CRESCENT RESOURCES, INC., a South Carolina corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation, and that she/he signed and sealed said instrument on behalf of said corporation by its authority duly given. And the said \_\_\_\_\_ President acknowledged said instrument to be the act and deed of said corporation.

Witness my hand and notarial seal the day and year first above written.

\_\_\_\_\_  
Notary Public

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

[NOTARY SEAL]