

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
EAST SHORES II

FILED
LOUISE ANDERSON
Book 773, Page 1826
NOV 30, 1990 P 4:28
Louise Anderson
REGISTER OF DEEDS
BURKE CO. N.C.

This Supplemental Declaration of Covenants, Conditions and Restrictions ("Supplemental Declaration") is made and entered into this 26th day of October, 1990 by CRESCENT RESOURCES, INC. (formerly CRESCENT LAND AND TIMBER CORP.), a South Carolina Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated September 14, 1990 and recorded in Book 771, Page 364, in the Burke County Public Registry (the "Declaration"), Declarant declared and established for itself and its successors and assigns certain covenants, conditions, restrictions and easements with respect to that certain real property known as East Shores subdivision, more particularly shown on those certain plats recorded Map Book 9, Pages 189 and 190 of the Burke County Public Registry, as revised in Map Book 10, Pages 3 and 4 of the Burke County Public Registry; and

WHEREAS, pursuant to Article II, Section 2 of the Declaration, Declarant may cause additional property to be made subject to the terms and scheme of the Declaration by filing a supplemental declaration in the Burke County Public Registry; and

WHEREAS, Declarant desires to cause that property described on Exhibit A attached hereto and incorporated herein by reference (the "Additional Property" or "Phase II") to be made subject to the terms and scheme of the Declaration.

NOW, THEREFORE, Declarant, by this Supplemental Declaration, does declare that all of the Additional Property is and shall be held, transferred, sold, conveyed and occupied subject to the Declaration and the covenants, conditions, restrictions, easements, charges and liens set forth therein and in this Supplemental Declaration, all of which shall run with the title to the Additional Property and be binding upon all parties owning any right, title or interest in and to such Additional Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, subject to the following additional terms and conditions:

ARTICLE I

DEFINITIONS

Section 1. "Common Area" or "Common Areas" as defined in the Declaration shall be deemed to include the Phase II Roadway and any other property shown and designated on the Phase II Map as "Common Area". Only the owners of Phase II Promontory Lots shall be entitled to the use, benefit and enjoyment of the Phase II Roadway.

Section 2. "Entrance Monuments" as defined in the Declaration shall be deemed to include easement areas reserved and granted over portions of Lot 1 as shown on the Phase II Map and the Phase II Well Lot, as shown and designated as "Sign Easement" on the Phase II Map.

Section 3. "Frontage Fence" as defined in the Declaration shall be deemed to include the easement area reserved and granted over Lot 1 and the Well Lot as shown on the Phase II Map.

Section 4. "Lot" or "Lots" as defined in the Declaration shall be deemed to include the separately numbered parcels depicted on the Phase II Map, which Lots do not include the Common Area.

Section 5. "Non-Waterfront Lots" as defined in the Declaration shall be deemed to include Lots 1 through 6, Lot 9 and Lot 16, all as shown on the Phase II Map.

Section 6. "Phase II Access Easement" shall mean and refer to the easement area for pedestrian ingress and egress, drainage and utilities reserved and granted by Declarant in Article I, Section 2 of this Supplemental Declaration, as well as signs, gazebo, lighting and other improvements located thereon over portions of Lots 8 and 9 as shown on the Phase II Map, as shown and designated as "Access Easement" on the Phase II Map. The Phase II Access Easement shall be owned by the Association for the common use, benefit, and enjoyment of the Non-Waterfront Lot Owners in Phase II, to provide access to and from the Phase II Pier and the Phase II Boatslips.

Section 7. "Phase II Boatslips" shall mean and refer to those certain eight (8) additional Boatslips located within the Pier, which shall be designated as Boatslips AA through HH on Exhibit B attached hereto and incorporated herein by reference.

Section 8. "Phase II Map" shall mean and refer to the map entitled "East Shores II", recorded in Map Book 10, Page 18 in the Burke County Public Registry.

Section 9. "Phase II Pier" shall mean and refer to that certain pier or piers containing the Phase II Boatslips, constructed over the waters of Lake James, which Phase II Pier adjoins the Development at the terminus of the Phase II Access Easement and which Phase II Pier is shown on Exhibit B attached hereto and incorporated herein by reference. The Phase II Pier shall be governed and maintained in accordance with the terms of Article IV, Section 8 of the Declaration.

Section 10. "Phase II Promontory Entrance Monuments" shall mean and refer to the easement area reserved and granted by Declarant over a portion of Lots 9 and 16 as shown on the Phase II Map and designated as "Promontory Easement", and the stone monument, entrance sign, lighting, landscaping, irrigation and other improvements to be constructed thereon, to be used for an entryway for the Phase II Promontory Lots, and for the purposes set forth in Article IX, Section 10 in the Declaration.

Section 11. "Phase II Promontory Lots" shall mean and refer to Lots 10 through 15 as shown on the Phase II Map.

Section 12. "Phase II Roadway" shall mean and refer to the twenty foot (20') wide private road adjoining the Phase II Promontory Lots, all as shown on the Phase II Map, which will be privately maintained by the Association as set forth in this Supplemental Declaration.

Section 13. "Phase II Well Lot" shall mean and refer to that Lot designated on the Phase II Map as the "Well Lot", which Lots will be used for a well for the Phase II Community Water System more particularly described in Article III of this Supplemental Declaration.

Section 14. "Property" as defined in the Declaration shall be deemed to include the property shown on the Phase II Map, exclusive of the public rights-of-way shown on the Phase II Map.

Section 15. "Public Roads" as defined in the Declaration shall be deemed to include all roads and cul-de-sacs shown on the Phase II Map except the Phase II Roadway.

Section 16. "Waterfront Lots" as defined in the Declaration shall be deemed to include Lot 7, Lot 8, Lots 10 through 15, and Lots 17 through 20, all as shown on the Phase II Map.

Section 17. "Swimming Area Access Easement" shall mean and refer to the easement area for pedestrian ingress and egress, drainage and utilities fifteen feet (15') in width reserved by Declarant over portions of Lots 5 and 6 as shown on the Phase II Map, which Swimming Area Access Easement is more

particularly described in Article V, Section 4 of this Supplemental Declaration.

ARTICLE II

COVENANT FOR PHASE II BOATSLIP AND SPECIAL PHASE II BOATSLIP ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Phase II Boatslip and Special Phase II Boatslip Assessments. The Declarant, for each Non-Waterfront Lot owned within Phase II, hereby covenants, and each Owner of any Non-Waterfront Lot within Phase II 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 herein, Phase II Boatslip Assessments and Special Phase II Boatslip Assessments, as hereinafter defined, for maintenance and repair costs of the Phase II Pier, Phase II Boatslips, and Phase II Access Easement, 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 Non-Waterfront Lot against which each such assessment or charge is made and upon the right to use the Phase II Pier, Phase II Access Easement and the Phase II Boatslip appurtenant to such Non-Waterfront Lot. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Non-Waterfront Lot effective 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 Boatslip Assessments. The assessments to be levied annually by the Association against each Non-Waterfront Lot within Phase II ("Phase II Boatslip Assessments") shall be used as follows:

- (a) to maintain, repair and reconstruct, when necessary, the Phase II Pier and Phase II Boatslips, including all lighting and other fixtures, poles, wires, railings and other facilities located thereon;
- (b) to maintain any and all drainage pipes, inlets, basins, ditches, swales and other facilities installed upon the Phase II Pier, Phase II Boatslips, and Phase II Access Easement;
- (c) to maintain, repair and reconstruct, when necessary, any and all structures, lighting fixtures, poles, wires, railings and other facilities, including any gazebo, located upon the Phase II Access Easement;

- (d) to provide and pay for lighting of the Phase II Pier, Phase II Boatslips, and the Phase II Access Easement, to the extent necessary for the safety and enjoyment of the users thereof;
- (e) to keep the Phase II Pier, Phase II Boatslips, and Phase II Access Easement clean and free from debris, to maintain same in a clean and orderly condition and to maintain the landscaping on the Phase II Access Easement in accordance with the highest standards for private parks, including any necessary removal and replacement of landscaping;
- (f) to pay all ad valorem taxes levied against the Phase II Pier, Phase II Boatslips, and Phase II Access Easement and any other property owned by the Association in connection therewith;
- (g) to pay all lease payments, if applicable, to Duke Power Company for the lease of the land on which the Phase II Pier and Phase II Boatslips are located;
- (h) to pay the premiums on all insurance carried by the Association in connection with the Phase II Pier, Phase II Boatslips, and Phase II Access Easement pursuant hereto or pursuant to the Bylaws;
- (i) 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 Pier, Phase II Boatslips, and Phase II Access Easement; and
- (j) to maintain a contingency reserve equal to 10% of the sum of the amounts described in subsections (a) through (h) above for the purposes set forth in Article IV, Section 7 of the Declaration.

Section 3. Payment of Phase II Boatslip Assessments; Due Dates. The Phase II Boatslip Assessments provided for herein shall commence as to each Non-Waterfront Lot on April 1, 1991. The Boatslip Assessments for the fiscal year beginning April 1, 1991 shall be Three Hundred Eighty-Five and 00/100 Dollars (\$385.00) per Non-Waterfront Lot within Phase II, one-half (½) of which amount shall be due and payable no later than April 30, 1991 and the remaining one-half (½) of which amount shall be due and payable no later than October 31, 1991. The Phase II Boatslip Assessments for each and every fiscal year thereafter shall be in an amount as set by the Board of Directors, in accordance with Section 4 of this Article II, and shall be due and payable in two (2) semi-annual installments of one-half (½) each, such installments being due and payable no later than April 30 and October 31, respectively, of each such

fiscal year. The Board of Directors shall fix the amount of the Phase II Boatslip Assessment as to each Non-Waterfront Lot within Phase II for any fiscal year at least thirty (30) days prior to April 1 of such fiscal year, and the Association shall send written notice of the amount of the Boatslip Assessment, as well as the amount of the first installment due, to each such Non-Waterfront Lot Owner on or before April 1 of such fiscal year. In addition, the Association shall send written notice that the second Phase II Boatslip Assessment installment is due and the amount of such installment to each such Non-Waterfront Lot Owner within the Phase II or before October 1 of each fiscal year. Failure of the Association to send the notice described in this Section 3 shall not relieve the Owners of their liability for Phase II Boatslip Assessments.

Section 4. Maximum Phase II Boatslip Assessment.

(a) For fiscal years beginning April 1, 1991 and thereafter, the Board of Directors, by a vote in accordance with the Bylaws, without a vote of the Members, may increase the Phase II Boatslip Assessments each year by a maximum amount equal to the previous year's Boatslip Assessments times the greater of (1) ten percent (10%), or (2) the annual percentage increase in the Consumer Price Index, All Urban Consumers, United States, All Items (1982-84=100) (hereinafter "CPI") issued by the U.S. Bureau of Labor Statistics for the most recent 12-month period for which the CPI is available. If the CPI is discontinued, then there shall be used the index most similar to the CPI which is published by the United States Government indicating changes in the cost of living. If the Phase II Boatslip Assessments are not increased by the maximum amount permitted under the terms of this provision, the difference between any actual increase which is made and the maximum increase permitted for that year shall be computed and the Phase II Boatslip Assessments may be increased by that amount in a future year, in addition to the maximum increase permitted under the terms of the preceding sentence for such future year, by a vote of the Board of Directors, without a vote of the Members.

(b) From and after April 1, 1991, the Phase II Boatslip Assessments may be increased without limitation if such increase is approved by a vote of no less than two-thirds (2/3) of all votes entitled to be cast by Members owning Non-Waterfront Lots within Phase II, taken at a duly held meeting of such Members in accordance with the Bylaws.

(c) The Board of Directors may fix the Phase II Boatslip Assessments at an amount not in excess of the maximum set forth in Subparagraph (a) above (the "Maximum Phase II Boatslip Assessment"). If the Board of Directors shall levy less than the Maximum Phase II Boatslip Assessment for any fiscal year and thereafter, during such fiscal year, determine

that the important and essential functions of the Association as to the Phase II Pier, Phase II Boatslips and Phase II Access Easement cannot be funded by such lesser assessment, the Board may, by a vote in accordance with the Bylaws, levy a supplemental Phase II Boatslip Assessment ("Supplemental Phase II Boatslip Assessment"). In no event shall the sum of the Phase II Boatslip and Supplemental Phase II Boatslip Assessments for any year exceed the applicable Maximum Phase II Boatslip Assessment for such year.

Section 5. Special Assessments for Phase II Boatslip Improvements. In addition to the Phase II Boatslip Assessments authorized above, the Association may levy, in any assessment year, a special Phase II Boatslip Assessment ("Special Boatslip Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Phase II Pier, Phase II Boatslips, and any capital improvement located on the Phase II Access Easement, including lighting and other fixtures, poles, wires, gazebo, railings and other facilities located thereon and personal property related thereto. Provided that any such assessment must be approved by a vote of no less than two-thirds (2/3) of all votes entitled to be cast by Members owning Non-Waterfront Lots within Phase II, taken at a duly held meeting of such Members in accordance with the Bylaws, and further providing that any such Special Phase II Boatslip Assessment may be levied only against the Owners of Non-Waterfront Lots within Phase II.

Section 6. Assessment Rate. Both Phase II Boatslip and Special Phase II Boatslip Assessments must be fixed at a uniform rate for all Non-Waterfront Lots within Phase II.

ARTICLE III

COVENANT FOR PHASE II PROMONTORY AND SPECIAL PHASE II PROMONTORY ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Phase II Promontory and Special 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 and Special Phase II Promontory Assessments, as hereinafter defined, for maintenance and repair costs of the Phase II Roadway and the Phase II Promontory Entrance Monuments, 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 annually by the Association against each Phase II Promontory Lot ("Phase II Promontory Assessments") shall be used as follows:

- (a) to maintain, repair and reconstruct, when necessary, the Phase II Roadway to the standard of maintenance (if one is ascertainable) which would be required by the State of North Carolina before it would accept such Phase II Roadway for maintenance; provided, however, such standards shall not affect the width of the Phase II Roadway;
- (b) to maintain any and all drainage pipes, inlets, basins, ditches, swales and other facilities installed within the Phase II Roadway;
- (c) to keep the Phase II Roadway clean and free from debris, to maintain same in a clean and orderly condition and to maintain the landscaping on the Phase II Roadway with the highest standards for private parks, including any necessary removal and replacement of landscaping;
- (d) to repair and maintain the Phase II Promontory Entrance Monuments, including the erection and maintenance of signage, planters, irrigation, lighting and landscaping thereon in accordance with the highest standards for private parks, including any necessary removal and replacement of landscaping and repair of irrigations systems;
- (e) to keep the Phase II Promontory Entrance Monuments clean and free from debris, to maintain same in a clean and orderly condition and to maintain the landscaping thereon in accordance with the highest standards for private parks, including any necessary removal and replacement of landscaping and repair of irrigation systems;
- (f) 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 Roadway; and

- (g) to maintain a contingency reserve equal to 10% of the sum of the amounts described in subsections (a) through (e) above for the purposes set forth in Article IV, Section 7 of the Declaration.

Section 3. Payment of Phase II Promontory Assessments; Due Dates. The Phase II Promontory Assessments provided for herein shall commence as to each Phase II Promontory Lot on April 1, 1991. The Phase II Promontory Assessments for the fiscal year beginning April 1, 1991 shall be Two Hundred Thirty and No/100 Dollars (\$230.00) per Phase II Promontory Lot, one-half (½) of which amount shall be due and payable no later than April 30, 1991 and the remaining one-half (½) of which amount shall be due and payable no later than October 31, 1991. The Phase II Promontory Assessments for each and every fiscal year thereafter shall be in an amount as set by the Board of Directors, in accordance with Section 4 of this Article III, and shall be due and payable in two (2) semi-annual installments of one-half (½) each, such installments being due and payable no later than April 30 and October 31, respectively, of each such fiscal year. The Board of Directors shall fix the amount of the Phase II Promontory Assessment as to each Phase II Promontory Lot for any fiscal year at least thirty (30) days prior to April 1 of such fiscal year, and the Association shall send written notice of the amount of the Phase II Promontory Assessment, as well as the amount of the first installment due, to each Phase II Promontory Lot Owner on or before April 1 of such year. In addition, the Association shall send written notice that the second Phase II Promontory Assessment installment is due and the amount of such installment to each Phase II Promontory Lot Owner on or before October 1 of each year. Failure of the Association to send the notice described in this Section 3 shall not relieve the Owners of their liability for Phase II Promontory Assessments.

Section 4. Maximum Phase II Promontory Assessment.

(a) For fiscal years beginning April 1, 1991 and thereafter, the Board of Directors, by a vote in accordance with the Bylaws, without a vote of the Members, may increase the Phase II Promontory Assessments each year by a maximum amount equal to the previous year's Phase II Promontory Assessments times the greater of (1) ten percent (10%), or (2) the annual percentage increase in the Consumer Price Index, All Urban Consumers, United States, All Items (1982-84=100) (hereinafter "CPI") issued by the U.S. Bureau of Labor Statistics for the most recent 12-month period for which the CPI is available. If the CPI is discontinued, then there shall be used the index most similar to the CPI which is published by the United States Government indicating changes in the cost of

living. If the Phase II Promontory Assessments are not increased by the maximum amount permitted under the terms of this provision, the difference between any actual increase which is made and the maximum increase permitted for that year shall be computed and the Phase II Promontory Assessments may be increased by that amount in a future year, in addition to the maximum increase permitted under the terms of the preceding sentence for such future year, by a vote of the Board of Directors, without a vote of the Members.

(b) From and after April 1, 1991, the Phase II Promontory Assessments may be increased without limitation if such increase is approved by a vote of no less than two-thirds (2/3) of all votes entitled to be cast by Members owning Phase II Promontory Lots, taken at a duly held meeting of such Members in accordance with the Bylaws.

(c) The Board of Directors may fix the Phase II Promontory Assessments at an amount not in excess of the maximum set forth in Subparagraph (a) above (the "Maximum Phase II Promontory Assessment"). If the Board of Directors shall levy less than the Maximum Phase II Promontory Assessment for any fiscal year and thereafter, during such fiscal year, determine that the important and essential functions of the Association as to the Phase II Roadway cannot be funded by such lesser assessment, the Board may, by a vote in accordance with the Bylaws, levy a supplemental Phase II Promontory Assessment ("Supplemental Phase II Promontory Assessment"). In no event shall the sum of the Phase II Promontory and Supplemental Phase II Promontory Assessments for any year exceed the applicable Maximum Phase II Promontory Assessment for such year.

Section 5. Special Assessments for Phase II Promontory Improvements. In addition to the Phase II Promontory Assessments authorized above, the Association may levy, in any assessment year, a special Phase II Promontory Assessment ("Special Phase II Promontory Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Phase II Roadway or Phase II Promontory Entrance Monument any capital improvement located on the Roadway or Phase II Promontory Entrance Monument, including lighting, irrigation and other fixtures, poles, wires, and other facilities located thereon. Provided that any such assessment must be approved by a vote of no less than two-thirds (2/3) of all votes entitled to be cast by Members owning Phase II Promontory Lots, taken at a duly held meeting of such Members in accordance with the Bylaws, and further providing that any such Special Phase II Promontory Assessment may be levied only against the Owners of Phase II Promontory Lots.

Section 6. Phase II Promontory Assessment Rate. Both Phase II Promontory and Special Phase II Promontory Assessments must be fixed at a uniform rate for all Phase II Promontory Lots.

ARTICLE IV

COMMUNITY WATER SYSTEM

Declarant shall construct and install a community water system in order to provide water supplies necessary to serve the Additional Property (the "Phase II Community Water System"). The well for the Phase II Community Water system shall be located on the Phase II Well Lot, which lot shall be used for no other purpose. All water mains, pipes and other equipment necessary for the operation and maintenance of the Phase II Community Water System should be located on the Phase II Well Lot or within the utility easements described and set forth in Article IX, Section 8 of the Declaration, or within public or private road rights-of-way. Upon its completion, Declarant shall convey the Phase II Community Water System, including the Phase II Well Lot and all mains, pipes, equipment and all other personal property which is a part of the Phase II Community Water System, to a private utility company duly licensed and operating under the authority granted by the North Carolina Utilities Commission. The Phase II Community Water System shall be the provider of water supplies to the Additional Property, and no well may be dug or constructed on any Lot other than the Phase II Well Lot, except for irrigation purposes. Notwithstanding anything to the contrary contained herein, the Covenants and Restrictions described in Article IX of the Declaration shall not apply to the Phase II Well Lot, save and except the restrictions contained in Sections 14 and 17 of Article IX of the Declaration.

ARTICLE V

RESTRICTIONS

Section 1. Marine Toilet. No water craft equipped with a marine toilet having a fixed or portable holding tank, or a through hull or overboard discharge toilet, shall be permitted at the Phase II Pier or Phase II Boatslips.

Section 2. Phase II Access Easement. Declarant reserves unto itself its successors and assigns and grants to the Association for the common use, benefit and enjoyment of Lot Owners within Phase II, a non-exclusive easement for pedestrian ingress and egress, utilities and drainage over the Phase II Access Easement. The Phase II Access Easement shall be used to provide access to the Phase II Pier and Phase II Boatslips for owners of Non-Waterfront Lots within Phase II, and for irrigation, landscaping, lighting, a gazebo, and other

improvements incidental thereto. Declarant also reserves over the Phase II Access Easement an easement for drainage of stormwater runoff from Lots within Phase II.

Section 3. No curb cuts or driveways may be constructed to provide vehicular access to and from the Phase II Well Lot or Lot 1 as shown on the Phase II Map except from Waterford Way Road.

Section 4. Declarant hereby reserves unto itself, its successors and assigns, and the Owners of Non-Waterfront Lots within Phase II, a non-exclusive easement for pedestrian ingress and egress over the Swimming Area Access Easement to and from a swimming hole located to the north of Lot 7 as shown on the Phase II Map; and to itself and its successors and assigns, an easement for drainage and utilities also over the Swimming Area Access Easement.

ARTICLE VI

MISCELLANEOUS

All capitalized terms not otherwise defined in this Supplemental Declaration shall have the same meaning as in the Declaration. Except as amended or modified hereby to reflect specific differences in character of the Additional Property, all covenants, conditions, restrictions, and easements established by and contained in the Declaration shall remain in full force and effect and apply to the Additional Property. In no event, however, shall this Supplemental Declaration revoke, modify or add to the substance of the covenants, conditions, restrictions and easements contained in the Declaration with the respect to the Property, nor revoke, modify, change or add to the covenants, conditions, restrictions and easements established therein, nor shall this Supplemental Declaration be construed as an amendment as described in Article XIII, Section 3 of the Declaration.

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

CRESCENT RESOURCES INC., a South Carolina Corporation

By: Robert B. Diemel
Its: VICE-PRESIDENT

ATTEST:
By: Paul J. Bradley
Its: Assistant Secretary
[CORPORATE SEAL]

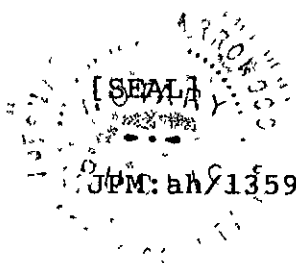
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 26th day of October, 1990, personally came before me Robert B. Dienst, who, being by me duly sworn, says that he is the Vice President of CRESCENT RESOURCES, INC., a South Carolina corporation, and that the seal affixed to the foregoing instrument is the official seal of the Corporation, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said Asst. Secretary acknowledged the said writing to be the act and deed of said Corporation.

Sharon C. Arrowood
NOTARY PUBLIC

My Commission Expires:
10/13/93



STATE OF NORTH CAROLINA—BURKE COUNTY

The foregoing certificate of Sharon C. Arrowood
NP, Calamus Co NC N.P. of said county is adjudged

to be correct. Let the instrument with its certificates, be registered This 30 day of Nov 1990

Laurie Anderson Register of Deeds

By Manella W. Warlick, Deputy

Exhibit A
Description of Additional Property

BEING all of that property shown and described on that plat
entitled "East Shores II", recorded in Map Book 10,
Page 18 in the Burke County Public Registry.

Exhibit B
Pier and Boat Slip Designations

LIFE 6773 PAGE 1840

