

EXHIBIT "D"

DECLARATION OF EASEMENTS AND COVENANTS

RELATING TO HIGHLAND CREEK GOLF COURSE

EXHIBIT "D"

AMENDED AND RESTATED
DECLARATION OF EASEMENTS AND COVENANTS
RELATING TO HIGHLAND CREEK GOLF COURSE

THIS DECLARATION is made this 9th day of March 1992, by AMERICAN NEWLAND ASSOCIATES, a California general partnership ("Declarant"), and by HIGHLAND CREEK COMMUNITY ASSOCIATION, INC., a North Carolina corporation (the "Association").

BACKGROUND STATEMENT

Declarant and the undersigned owners are the owners of all that property which is subject to the Declaration of Covenants, Conditions and Restrictions for Highland Creek, recorded in Book 6730, Page 17, et seq., in the Office of the Register of Deeds of Mecklenburg County and which may hereafter be filed in the Office of the Register of Deeds of Cabarrus County, North Carolina, as appropriate (such Declaration is herein referred to as the "Residential Declaration" and all property subject thereto, together with such additional property as is from time to time made subject thereto in accordance with the terms thereof, whether located in Mecklenburg or Cabarrus County, is herein referred to as the "Residential Property"). Declarant is also the owner of all that property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Golf Course"). Acknowledging that the efficient operation and maintenance of the Golf Course and the Residential Property require the creation of various easements and the performance of certain maintenance for the mutual benefit of the Golf Course and the Residential Property, Declarant, the undersigned owners, and the Association desire to establish certain covenants and easements governing the interrelationships between the Golf Course and the owner(s) thereof (the "Golf Course Owner"), the Residential Property and the owners thereof, and the Highland Creek Community Association, Inc. (the "Association"), and to provide for an equitable allocation of certain costs as set forth herein.

NOW, THEREFORE, Declarant and the undersigned owners hereby declare that all of the Residential Property and all of the Golf Course shall be held, sold, and conveyed subject to the covenants, conditions and easements contained herein, which shall run with the title to the Residential Property and the Golf Course and shall bind all parties having any right, title, or interest in the Residential Property or Golf Course or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of the Association, its successors, assigns, and members, and the present and future owner(s) of any part of the Golf Course or the Residential Property.

By execution below, the Association accepts and agrees to be bound by the terms and provisions of this Declaration, as it may be amended.

Article I
Easements

Section 1. Easements Appurtenant to Residential Property.

(a) The following perpetual, nonexclusive easements appurtenant to the Residential Property are hereby granted to the Association, its agents and employees, over, under and across the Golf Course:

(i) a blanket easement for the purpose of storm water drainage and retention of storm water runoff from the Residential Property;

(ii) an easement to the extent reasonably necessary for the installation, operation, maintenance, repair, replacement, monitoring and controlling of irrigation systems and equipment serving all or portions of the Residential Property;

(iii) an easement to pump water from wells and draw water from lakes, ponds and streams within and running through the Golf Course for irrigation of the Association's Common Areas; provided, unless the Golf Course Owner otherwise agrees, access to such water shall only be from and through the main lake located within the perimeter boundaries of the Golf Course and in the vicinity of the Golf Course clubhouse, but being a part of the Common Area of the Association (the "Main Lake") and its interconnection to such other lakes, ponds, streams and wells within the Golf Course; and

(iv) blanket easements for access, ingress and egress, maintenance and repair to the extent reasonably necessary for the Association to perform its responsibilities and exercise its rights under the Residential Declaration and hereunder.

(b) A perpetual, nonexclusive easement for pedestrian access, use and enjoyment is also granted hereby to the Association, its agents and employees, and to the owners and occupants of the Residential Property, over those certain walkways or paths leading from the Common Area of the Association to the Main Lake and around the shoreline of the Main Lake as shown on the recorded plats of the Golf Course; provided, such easement shall be limited to pedestrian use of such walkways and shall not be construed to grant such persons—any right to use other portions of the Golf Course nor engage in any activity which may interrupt normal operation of or play on the Golf Course without the express permission of the Golf Course Owner.

Section 2. Easements Appurtenant to Golf Course. The following perpetual easements appurtenant to the Golf Course are hereby granted to the Golf Course Owner, its agents, employees, successors and assigns over, under and across the Common Areas (as defined in the the Residential Declaration) of the Association, as such Common Areas may now exist and as the same may hereafter be supplemented:

(a) a non-exclusive easement for access, ingress and egress to, from, over and through the Main Lake for the purpose of maintaining the Main Lake, its lakebed, shoreline, and water quality, and for the purpose of installing, maintaining, repairing and replacing any bulkheads or retaining walls retaining water therein, dam(s), recharging wells, pumps, lighting,

fountains and irrigation systems and equipment drawing water from the Main Lake to irrigate all or a portion of the Golf Course;

(b) an exclusive easement of access, ingress and egress to, from, over and through the Main Lake for the purpose of retrieval of golf balls from the Main Lake, including its shoreline and lakebed;

(c) a non-exclusive easement to the extent reasonably necessary for the installation, operation, maintenance, repair, replacement, monitoring and controlling of irrigation systems and equipment, including, without limitation, wells, pumps and pipelines, serving all or portions of the Golf Course;

(d) a non-exclusive easement to draw water from the Main Lake for the purpose of irrigating the Golf Course; and

(e) an easement of access and use over those portions of the Common Areas reasonably necessary to the operation, maintenance, repair and replacement of the Golf Course.

Article II Obligation To Maintain

Section 1. Maintenance Property. The Maintenance Property, as such term is used herein, shall mean and refer to the Main Lake, including the shoreline, lakebed and water therein, as well as any dam(s), other structures, mechanical systems and equipment related thereto, including bulkheads or retaining walls retaining water therein, recharging wells, pumps, lighting, fountains, pipes, lines, computer systems, controls and equipment which are part of the irrigation system serving all or a portion of the Golf Course, but only to the extent that the foregoing are also part of the irrigation system serving all or a portion of the Residential Property. The Maintenance Property shall also include the easement area described in Article I, Section (b). Notwithstanding the above, neither the Main Lake nor such easement area shall be included in the Maintenance Property until such time as they are conveyed by Declarant to the Association as Common Area, at which time this Declaration shall be supplemented as provided in Article V, Section 3, to include legal descriptions of the same.

Section 2. Maintenance Responsibility. The Golf Course Owner shall maintain the Maintenance Property in proper working order and good repair, consistent with and to the level of a first class golf course, which shall be not less than the standard prevailing at other top-rated golf courses located in residential communities in the metropolitan Charlotte, North Carolina area and a level generally consistent with the Community-Wide Standard of the Highland Creek development established pursuant to the Residential Declaration. Such maintenance shall include periodic treatment of all lakes and ponds within the Maintenance Property to maintain a water quality which would be adequate to support fish life and to avoid excessive breeding of insects.

Article III
Obligation to Share Costs

Section 1. Responsibility for Assessments. The Association covenants and agrees to pay annual assessments to the Golf Course Owner to cover a portion of the costs incurred by the Golf Course Owner in maintaining, repairing, replacing, and operating the Maintenance Property, as defined in Article II, Section 1, above. The obligation of the Association to pay this assessment shall be a separate and independent covenant on the part of the Association, and no diminution or abatement of the assessment or setoff shall be claimed or allowed by reason of any alleged failure of the Golf Course Owner to adequately perform such maintenance responsibilities, the sole remedy of the Association for failure of the Golf Course Owner to perform being suit at law or in equity.

Section 2. Computation of Assessments. On an annual basis, the Golf Course Owner shall determine an estimated budget for performing its responsibilities under Article II, Section 2 hereof during the upcoming year, including a reasonable and appropriate amount to be placed in a reserve fund for capital repairs and replacements. Such budget shall be adjusted to reflect any excess or deficiency in the budget assessed for the immediately preceding year, as compared to actual expenses for that period. Such annual budget, plus any unreimbursed costs incurred by the Golf Course Owner to collect amounts due hereunder for previous fiscal years from the Association, shall be allocated between the Association and Golf Course Owner in direct proportion to their relative usage of water from the irrigation system, as reflected by the usage meters which are installed as part of such system. The Association's share of such budget shall be the total annual assessment obligation of the Association.

Section 3. Payment of Assessments and Security Agreement.

(a) Within thirty (30) days after receipt of written notice of the annual assessment due pursuant to Section 2, above, the Association shall pay one-half (1/2) of the total amount due. Within 180 days thereafter, the Association shall pay the balance due. Any assessment delinquent for a period of more than thirty (30) days shall incur a one-time late charge equal to four (4%) percent of the principal amount past due. In addition, the Golf Course Owner shall be entitled to interest (at a rate not to exceed the lesser of sixteen (16%) percent or the maximum rate allowed by North Carolina law) on the principal amount due from the date first due and payable, all costs of collection, reasonable attorneys fees actually incurred, and any other amounts provided or permitted by law

(b) In order to secure all sums due from the Association to the Golf Course Owner hereunder, the Association hereby grants to the Golf Course Owner a lien and encumbrance upon, and a security interest in, all of the present and future accounts receivable of the Association, including, without limitation, the payments due to the Association from the Owners (as defined in the Residential Declaration) on account of assessments levied by the Association against the Residential Property, whenever due and payable. The Association hereby assigns to the Golf Course Owner the right to collect all such accounts receivable in the event that the Association is more than sixty (60) days delinquent in the payment of any amounts due to the Golf

Course Owner hereunder, which right to collect may be exercised by the Golf Course Owner upon not less than ten (10) days' written notice to the Association and an opportunity to cure any such delinquency, and the Golf Course Owner may continue to exercise such right to collect so long as any such amounts remain past due.

The Association agrees to and shall, upon the request of the Golf Course Owner, execute and deliver to the Golf Course Owner, in form and content satisfactory to the Golf Course Owner, such financing statements and further assurances as the Golf Course Owner may from time to time reasonably consider necessary to create, perfect, continue and preserve the liens and encumbrances hereof and the security interest herein granted. The Association hereby appoints the Golf Course Owner its attorney-in-fact to sign, deliver and file on the Association's behalf any such financing statements and further assurances as shall be unsigned by the Association ten (10) days after written request therefor from the Golf Course Owner, it being expressly agreed that the power of attorney herein given is coupled with an interest and that the appointment of the Golf Course Owner hereunder shall be irrevocable as long as the security interest herein granted continues. Without the prior written consent of the Golf Course Owner, the Association shall not create, or suffer to be created, any other security interest in the Association's accounts receivable.

The Association agrees that the Golf Course Owner shall have the right to file in the Office of the Secretary of State of North Carolina and in any county where the Association maintains a place of business such instruments as may be necessary from time to time to perfect and continue the security interest created herein. The Association agrees to notify the Golf Course Owner in writing of any change in its place of business and of any new place or places of business.

(c) In addition to the rights set forth in subsection (b) above, in the event that any amount due from the Association to the Golf Course Owner hereunder remains unpaid after sixty (60) days, the Golf Course Owner may institute suit to collect such amounts without waiving its right to exercise its rights under subsection (b) above.

(d) All payments shall be applied first to costs and attorney's fees, then to late charges,- then to interest and then to delinquent assessments.

Article IV Sewage Treatment

Upon request of the Golf Course Owner, the Association shall provide sewer service to the Golf Course and facilities constructed thereon so long as the Association owns and operates a sewage treatment facility for the benefit of the Owners of Units within the Residential Property, except as otherwise specifically provided herein. The Association may charge the Golf Course Owner for such sewer service; provided, such charges shall be based upon the same rates and method of computation used to compute charges for Units within the Residential Property, and shall be payable on the same schedule as required of the owners of Units within the Residential Property,

unless the Association and the Golf Course Owner agree otherwise. No charges for sewer service shall be made by the Association against the Golf Course Owner until such time as service is actually provided to the Golf Course, notwithstanding the Association's willingness or ability to provide service at an earlier time.

In the event that the Golf Course Owner is more than 30 days delinquent in paying any charges owed to the Association for sewer service, the Association may levy a late charge against the Golf Course Owner in an amount equal to four (4%) of the principal amount due. In the event that the Golf Course Owner is more than 60 days delinquent in paying any charges owed to the Association for sewer service, the Association may discontinue such service until the past due amount plus all late charges are paid in full, and thereafter may require the Golf Course Owner to post a reasonable monetary deposit as a condition of restoring sewer service to the Golf Course; provided, the Association shall not discontinue sewer service without at least 10 days' prior written notice to the Golf Course Owner, which notice shall be sent by certified mail, return receipt requested, to the billing address provided to the Association by the Golf Course Owner from time to time.

Article V General

Section 1. Notice. Any notice provided for in this Declaration shall be served personally or shall be mailed by registered or certified mail to the president or secretary of the Association or to the Golf Course Owner, as applicable, at the address of such property or such other address as is registered with the Association by written notice from the Golf Course Owner. All such notices shall, for all purposes, be deemed delivered (a) upon personal delivery to the party or address specified above; or (b) on the third (3rd) day after mailing when mailed by registered or certified mail, postage prepaid, and properly addressed.

Section 2. Recordkeeping. The Golf Course Owner shall maintain or cause to be maintained full and accurate books of account with respect to the management, maintenance and operation of the Maintenance Property. Such books and records and financial statements related thereto shall be made available for inspection and copying upon request, during normal business hours or under other reasonable circumstances. Copying charges shall be paid by the requesting party. If the Association desires to have the records audited, it may do so at its expense, and the Golf Course Owner shall cooperate by making available to the party performing the audit the records, including all supporting materials (e.g., check copies, invoices, etc.) for the year then ended. If the amount of actual expenses for the preceding year is disputed after audit, a second audit shall be performed by a mutually acceptable auditor and the decision of the second auditor shall be binding. If the amount as determined by the second auditor varies from the amount asserted by the Golf Course Owner by more than five (5%) percent of the amount asserted, then the Golf Course Owner shall pay the entire cost of the second auditor. If the amount as determined by the second auditor varies from the amount asserted by the Golf Course Owner by five (5%) percent or less, then the Association shall pay the entire cost of the

second auditor. Variances shall be taken into account in the following year's budget as provided under Article III hereof.

Section 3. Unilateral Annexation and Withdrawal By Declarant. Declarant shall have the unilateral right, privilege and option from time to time at any time to amend this Declaration for the purpose of subjecting additional property to the terms hereof, and/or to reflect minor changes in the boundaries of the Golf Course, and/or to include legal descriptions of the Main Lake and the easement area described in Article I, Section Kb) hereof. In addition, Declarant shall have the right to expand the real property included within the Residential Property in accordance with the terms of the Residential Declaration, without the necessity of an amendment hereto. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of the then owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any real property annexed by Declarant.

The rights reserved unto Declarant to subject additional land to this Declaration shall not be implied or construed so as to impose any obligation upon Declarant to subject any additional land to this Declaration.

Section 4. Amendment. This Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a majority of the total number of directors of the Association and owners of a majority of the total acreage within the Golf Course and, so long as the Declarant has an option unilaterally to subject additional property to the Residential Declaration as provided in that instrument, the consent of the Declarant. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

Any procedural challenge to an amendment must be made within six (6) months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

Section 5. Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect for a period of thirty (30) years after the date that this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years, unless such extension is disapproved by at least a majority of the directors of the Association, owners of a majority of the total acreage within the Golf Course and, so long as the Declarant has an option unilaterally to subject additional property to the Residential Declaration as provided in that instrument, the consent of Declarant. Every purchaser or grantee of any interest in any portion of the Residential Property or Golf Course, by acceptance of a deed or other conveyance therefor, agrees that the provisions of this Declaration may be extended and renewed as provided in this Section.

Section 6. Binding Effect. This Declaration shall be binding upon and shall inure to the benefit of every owner of any portion of the Residential Property and the Golf Course and also shall inure to the benefit of the Association.

Section 7. Interpretation. This Declaration shall be governed by and construed under the laws of the State of North Carolina.

Section 8. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 9. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 10. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 11. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Easements and Covenants Relating to Highland Creek Golf Course as of the date first above written.

DECLARANT: AMERICAN NEWLAND ASSOCIATES,
a California general partnership (SEAL)

[Corporate Seal]

BY: THE NEWLAND GROUP, INC., a
California corporation, General
Partner

By: [Signature]
Name: STEPHEN S. COOPER
Title: Vice President

Attest:
[Signature]
Name: LINDA C. WENDING
Title: Assistant Secretary

[CONTINUED ON NEXT PAGE]

DECLARATION OF EASEMENTS
AND COVENANTS
HIGHLAND CREEK GOLF COURSE

[Corporate Seal]

BY: THE NEWLAND GROUP, INC., a California corporation, General Partner



By: [Signature]
Name: James M. Delhamer
Title: V.P. & Asst. Secretary

Attest:

[Signature]
Name: ANITA G. WELBY
Title: Assistant Secretary



BY: AMERICAN GENERAL REALTY INVESTMENT CORPORATION (formerly Atlas Realty Company), a Texas corporation, General Partner

By: [Signature]
Name: Donald H. Nicholas
Title: Vice President

Attest:

[Signature]
Name: John Loberg
Title: Assistant Secretary

11/6/92

STATE OF CALIFORNIA

COUNTY OF San Diego

On March 27 1992, before me, Teresa J. Johns, a Notary Public, personally appeared James M. Delhamer, Vice President & Asst. Secretary of The Newland Group, Inc., a California corporation, a general partner of American Newland Associates, a California general partnership, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that by his signature on the instrument, he executed the same on behalf of the partnership.

WITNESS my hand and official seal.



[Signature]
(NOTARIAL SEAL)

Notary Public in and for the State of California

TERESA J. JOHNS
Printed Name of Notary:

My commission expires: Feb 20 1993

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 19____, before me, _____, a Notary Public, personally appeared _____

_____ of The Newland Group, Inc., a California corporation, a general partner of American Newland Associates, a California general partnership, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that by _____ signature on the instrument, _____ executed the same on behalf of the partnership.

WITNESS my hand and official seal.

[NOTARIAL SEAL]

Notary Public in and for the State of California

Printed Name of Notary:

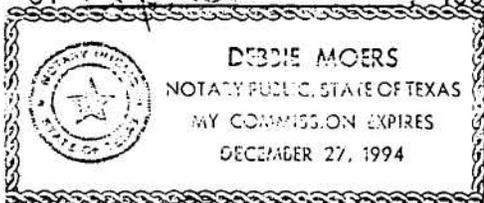
My commission expires:

STATE OF TEXAS

COUNTY OF Harris_____

I, Debbie Moers a Notary Public, certify that John Loberg personally came before me this day and acknowledged the ___he is Vice President American General Realty Investment Corporation, a Texas corporation, a general partner of American Newland Associates, a California general partnership, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President sealed with its corporate seal and attested by John Loberg _____, as its Assistant Secretary as an act of and for and on behalf of, said partnership.

WITNESS my hand and Notarial Stamp/Seal this the 14th day of April 1992.



Debbie Moers
Notary Public in and for the State of
Texas
Debbie Moers
Printed Name of Notary:

My commission expires:
12/27/90

ASSOCIATION: HIGHLAND CREEK COMMUNITY ASSOCIATION, INC., a North Carolina corporation

[Corporate Seal]

BY: David B. Wright

NAME: DAVID B. WRIGHT

TITLE: PRESIDENT

Attest:

Janice W. Baratta
Name: Janice W. Baratta
Title: Assistant Secretary

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, a Notary. Public of the County and State aforesaid, certify that David B. Wright personally came before me this day and acknowledged that he is the _____ President of Highland Creek Community Association, Inc., a North Carolina corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation, and that said writing was signed and sealed by him, on behalf of the corporation, by its authority duly given. And the said _____ President acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and official seal this 5th day of June, 1992.

Romelle D. Scharnberg
Notary Public

My commission expires: August 28, 1996

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DECLARATION OF EASEMENTS

AND COVENANTS

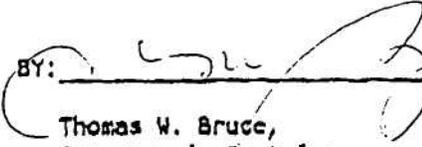
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HIGHLAND CREEK GOLF COURSE

CONSENT OF OWNER OF RESIDENTIAL PROPERTY

The undersigned, being the owner of those portions of the Residential Property described on Exhibit "A" to this Consent, does hereby consent to and approve of that certain Amended and Restated Declaration of Easements and Covenants Relating to Highland Creek Golf Course dated _____, 19____, to which this consent is attached.

PULTE HOME CORPORATION,
a Michigan Corporation

BY:  (SEAL)
Thomas W. Bruce,
Attorney in Fact for
Pulte Home Corporation,
a Michigan Corporation

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Martha Hill a Notary Public of Mecklenburg County and state aforesaid, do hereby certify that THOMAS W. BRUCE, Attorney-in-Fact for PULTE HOME CORPORATION, personally appeared before me this day and being by me duly sworn, acknowledged that he executed the foregoing and annexed instrument for and in behalf of PULTE HOME CORPORATION and that his authority to execute and acknowledge said Instrument is contained in an Instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds of Mecklenburg county, North Carolina on January 15, 1992 and recorded in Book 06738, at page 29 - 34, Mecklenburg County Registry and that this instrument was executed under and by virtue of .the authority given by said instrument granting him Power-of-Attorney; that the said THOMAS W. BRUCE acknowledged the due execution of the foregoing and annexed Instrument for the purposes therein expressed for and in behalf of the said PULTE HOME CORPORATION.

Witness my hand and notarial seal this the 20 day of, March, 1992.



Martha Hill
Notary Public

EXHIBIT "A"

to Consent of Owner - Pulte Home Corporation

Lying and being in Mallard Creek Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

(1) Lots 25, 30 and 32 in Block 1 of Springhurst Village, Highland Creek Subdivision, as shown on plat recorded in Map Book 24, Pages 703 and 704, in the Office of the Register of Deeds of Mecklenburg County, North Carolina (the "Mecklenburg Public Registry");

(2) Lots 13, 26, 33, 39 and 40 in Block 2 of Springhurst Village, Highland Creek Subdivision, as shown on plat recorded in Map Book 24, Page 669, in the Mecklenburg Public Registry;

(3) Lot 13 in Block 1 of Brookside Village, Highland Creek Subdivision, as shown on plat recorded in Map Book 24, Page 699, in the Mecklenburg Public Registry; and

(4) Lots 43, 50, 54, 56, 61, 64 and 80 in Block 2 of Brookside Village, Highland Creek Subdivision, as shown on plat recorded in Map Book 24, Page 699, in the Mecklenburg Public Registry.

CONSENT OF OWNER OF RESIDENTIAL PROPERTY

The undersigned, being the owner of those portions of the Residential Property described on Exhibit "A" to this Consent, does hereby consent to and approve of that certain Amended and Restated Declaration of Easements and Covenants Relating to Highland Creek Golf Course dated _____, 19____, to which this consent is attached.

CENTEX REAL ESTATE CORP
Printed Name of Owner

By: Randy Luther
Name: RANDY LUTHER
Title: Division President

Attest:
Robert H. Gugenheim
Name: _____
Title: Notary

[Corporate Seal]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid, certify that Randy Luther personally came before me this day and acknowledged that he is the Div. President of Centex real estate Corp. a _____ corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation, and that said writing was signed and sealed by him, on behalf of the corporation, by its authority duly given. And the said Div. President acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and official seal this 9 day of March, 1992.

Kimberly Ann Beard
Notary Public

My commission expires: 3/27/96

EXHIBIT A

**COMMON OPEN SPACE
HIGHLAND CREEK SUBDIVISION**

PARCEL 1:

All of the tracts or parcels of land labeled "Common Open Space" as shown on that certain Plat of Springhurst Village, Highland Creek Subdivision recorded in Map Book 24, Pages 703 and 704 in the office of the Register of Deeds of Mecklenburg County, North Carolina (the "Mecklenburg Public Registry"), said Common Open Space consisting of five (5) tracts or parcels containing an aggregate of 4.81 acres as shown on said map;

PARCEL 2:

All of the tracts or parcels of land labeled "Common Open Space" as shown on that certain Plat of Brookside Village, Highland Creek Subdivision recorded in Map Book 24, Page 699 in the Mecklenburg Public Registry, said Common Open Space consisting of ten (10) tracts or parcels containing an aggregate of 1.86 acres as shown on said map;

PARCEL 3:

All of the tracts or parcels of land labeled "Common Open Space" as shown on that certain Plat of CrownVista village - Phase 1, Map 1 Highland Creek Subdivision recorded in Map Book 24, Page 702 in the Mecklenburg Public Registry, said Common Open Space consisting of four (4) tracts or parcels containing an aggregate of 9.04 acres as shown on said map;

PARCEL 4:

All of the tracts or parcels of land labeled "Common Open Space" as shown on that certain Plat of Glen Royal Village, Highland Creek Subdivision recorded in Map Book 24, Page 7pi in the Mecklenburg Public Registry, said Common Open Space consisting of two (2) tracts or parcels containing an aggregate of 1.23 acres as shown on said map;

PARCEL 5:

All of the tracts or parcels of land labeled "Common Open Space" as shown on that certain Plat of Ravencrest South Village,

Highland Creek Subdivision recorded' in Map Book 25, Page 238 in the Mecklenburg Public Registry, said Common Open Space consisting of two (2) tracts or parcels containing an aggregate of 0.22 acres as shown on said map;

PARCEL 6:

All of the tracts or parcels of land labeled "Common Open Space" as shown on that certain Plat of CrownVista Village, Phase II, Highland Creek Subdivision recorded in Map Book 25, Page 194 in the Mecklenburg Public Registry, said Common Open Space consisting of six (6) tracts or parcels containing an aggregate of 3.50 acres as shown on said map;

PARCEL 7:

All of the tracts or parcels of land labeled "Common Open Space" as shown on that certain Plat of Highland Creek Parkway - Phase 1, Map 1, Highland Creek Subdivision recorded in Map Book 25, Page 156 in the Mecklenburg Public Registry, said Common Open Space consisting of seven (7) tracts or parcels containing an aggregate of 1.83 acres as shown on said map;

PARCEL 8:

ALL THAT TRACT OR PARCEL OP LAND lying and being in the County of Mecklenburg, North Carolina, containing 13.61 acres more or less and being more particularly described as -follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a control point located at the approximate intersection of the centerline of Ridge Road and the centerline of Street Avenue, said County; thence North 07 degrees 30 minutes 48 seconds West a distance of 3416.51 feet to a point which is the TRUE POINT OP BEGINNING; thence South 35 degrees 54 minutes 36 seconds East a distance of 257.63 feet to a point; thence South 47 degrees 05 minutes 41 seconds East a distance of 141.17 feet to a point; thence South 59 degrees 14 minutes 10 seconds East a distance of 196.32 fast to a point; thence South 77 degrees 46 minutes 24 seconds East a distance of 210.17 feet to a point; thence North 87 degrees 29 minutes 09 seconds East a distance of 129.05 feet to a point; thence North 66 degrees 20 minutes 22 seconds East a distance of 425.49 feet to a point; thence North 12 degrees 31 minutes 12 seconds West a distance of 137.84 feet to a point; thence North 75 degrees 02 minutes 41 seconds East a distance of 28.97 feet to a point; thence South 53 degrees 04 minutes 34 seconds East a distance of 77.81 feet to a point; thence South 38 degrees 09 minutes 49 seconds East a distance of 60.99 feet to a point; thence South 17 degrees 32 minutes 42 seconds East a distance of 157.31 feet to a point;

thence South 17 degrees 32 minutes 42 seconds East a distance of 159.19 feet to a point* thence South 04 degrees 59 minutes 34 seconds West a distance of 124.96 feet to a point; thence South 39 degrees 53 minutes 22 seconds West a distance of 205.50 feet to a point; thence South 62 degrees 50 minutes 17 seconds West a distance of 191.78 feet to a point; thence South 35 degrees 15 minutes 51 seconds West a distance of 96.62 feet to a point; thence North 87 degrees 34 minutes 53 seconds East a distance of 125.65 feet to a point; thence North 18 degrees 25 minutes 21 seconds East a distance of 135.70 feet to a point; thence North 24 degrees 05 minutes 29 seconds West a distance of 25.89 feet to a point; thence North 75 degrees 50 minutes 55 seconds West a distance of 112.08 feet to a point; thence North 47 degrees 17 minutes 22 seconds West a distance of 129.07 feet to a point; thence North 61 degrees 43 minutes 27 seconds West a distance of 390.45 feet to a point; thence North 69 degrees 40 minutes 25 seconds West a distance of 226.77 feet to a point; thence North 08 degrees 34 minutes 48 seconds West a distance of 98.15 feet to a point; thence North 40 degrees 21 minutes 55 seconds West a distance of 183.50 feet to a point; thence North 63 degrees 04 minutes 33 seconds West a distance of 179.25 feet to a point; thence North 07 degrees 38 minutes 09 seconds West a distance of 87.21 feet to a point; thence North 38 degrees 43 minutes 15 seconds West a distance of 132.77 feet to a point; thence North 87 degrees 46 minutes 13 seconds West a distance of 112.30 feet to a point; thence North 37 degrees 47 minutes 51 seconds West a distance of 61.19 feet to a point; thence North 45 degrees 29 minutes 40 seconds East a distance of 238.17 feet to a point; thence North 67 degrees 36 minutes 08 seconds East a distance of 137.91 feet to a point; thence South 41 degrees 24 minutes 46 seconds East a distance of 152.73 feet to a point; thence South 05 degrees 33 minutes 25 seconds East a distance of 216.21 feet to a point which is the point known as the True Point of Beginning.

PARCEL 9:

All of the tracts or parcels of land labeled "Common Open Space" as shown on that certain plat of Timberglade Village, Highland Creek Subdivision, recorded in Map Book 25, Page 399 in the office of the Register of Deeds of Mecklenburg County, North Carolina, said Common Open Space consisting of two (2) tracts or parcels containing an aggregate of 0.68 acres as shown on said map.

PARCEL 10:

All of the tracts or parcels of land labeled "Common Open Space" as shown on that certain Plat of Ravencrest North village, Highland Creek Subdivision, recorded in Map Book 25, Page 455 in the Office of the Register of Deeds of Mecklenburg County, North Carolina, said Common Open Space consisting of three (3) tracts or parcels containing an aggregate of 0.47 acres as shown on said map.

PARCEL 11:

All of the tracts or parcels of land labeled "Common Area" as shown on that certain Plat of Downfield Wood Village, Map 1, Highland Creek Subdivision, recorded in Map Book 25, Page 860 in the Office of the Register of Deeds of Mecklenburg County, North Carolina, said Common Area consisting of six (6) tracts or parcels containing an aggregate of 2.05 acres as shown on said map.

PARCEL 12:

All of the tracts or parcels of land labeled "Common Area" as shown on that certain Plat of Ridgefield Village, Map 1, Highland Creek Subdivision, recorded in Map Book 25, Page 861 in the Office of the Register of Deeds of Mecklenburg County, North Carolina, said Common Area consisting of seven (7) tracts or parcels containing an aggregate of 5.48 acres as shown on said map.

PARCEL 13:

All of the tracts or parcels of land labeled "Common Area" as shown on that certain Plat of Wingrove village, Highland Creek Subdivision (Village 4), recorded in Map Book 26, Page 143 in the Office of the Register of Deeds of Mecklenburg County, North Carolina, said Common Area consisting of five (5) tracts or parcels containing an aggregate of 2.96 acres as shown on said map.

PARCEL 14:

All of the tracts or parcels of land labeled "Common Area" as shown on that certain Final Plat of Graburn's Ford Village, Highland Creek Subdivision (Village 5), recorded in Map Book 26, Page 262, and revised on that certain plat of A Revision of a Portion of Final Plat of Graburn's Ford Village, Highland Creek Subdivision (Village 5) recorded in Map Book 26, Page 483, both in the Office of the Register of Deeds of Mecklenburg County, North Carolina (the "Mecklenburg Public; Registry"), said Common

Area consisting of six (6) tracts or parcels containing an aggregate of 2.39 acres as shown on said map.

PARCEL 15:

All of the tracts or parcels of land labeled "Common Area" as shown on that certain Plat of Highland Creek Parkway, Phase 2, Map 1, recorded in Map Book 25, Page 859 in the Office of the Register of Deeds of Mecklenburg County, North Carolina, said Common Area consisting of three (3) tracts or parcels containing an aggregate of 3.18 acres as shown on said map.

PARCEL 16:

All of the tracts or parcels of land labeled "Common Area #1, Common Area #2, and Common Area #3" as shown on that certain Plat of Harburn Forest village Map 1, Highland Creek Subdivision (Village 3), recorded in Map Book 26, Page 357 in the Office of the Register of Deeds of Mecklenburg County, North Carolina (the "Mecklenburg Public Registry"), which three (3) Common Areas contain an aggregate of 3.61 acres as shown on said map.

PARCEL 17:

All of the tract or parcel of land labeled "Common Area" as shown on that certain Final Plat of Ridgefield Village Map 2, Highland Creek Subdivision (Village 2), recorded in Map Book 26, Page 376 in the Office of the Register of Deeds of Mecklenburg County, North Carolina, said Common Area consisting of .20 acres as shown on said map.

PARCEL 18:

All of the tract or parcel of land labeled "Common Area" as shown on that certain Final Plat of Highland Creek, Village 2B, Map 1, (Wingrove East), recorded in Map Book 26, Page 851 in the Office of the Register of Deeds of Mecklenburg County, North Carolina, said Common Area consisting of .17 acres as shown on said map.

PARCEL 19:

All of the tract or parcel of land labeled "Common Area" as shown on that certain Final Plat of Bell's Mill village, Map 1, Highland Creek Subdivision (Village 6), recorded in Map Book 27, Page 74 in the Office of the Register of Deeds of Mecklenburg County, North Carolina, said Common Area consisting of 7.7744 acres as shown on said map.

PARCEL 20:

All of the tract or parcel of land labeled "Common Area" as shown on that certain Final Plat of Bell's Mill village (Village 6) , Map 2, Highland Creek Subdivision, recorded in Map Book 27, Page 358 in the Office of the Register of Deeds of Mecklenburg County, North Carolina, said Common Area consisting of 5.34 acres as shown on said map.

PARCEL 21:

All of the tract or parcel of land labeled "Conation Area" as shown on that certain Final Plat of McChesney Village Map 1, Highland Creek Subdivision, recorded in Map Book 27, Page 401 in the Office of the Register of Deeds of Mecklenburg County, North Carolina, said Common Area consisting of .14 acres as shown on said map.

PARCEL 22:

All of the tract or parcel of land labeled "Common Area" as shown on that certain Final Plat of Hartfield Downs Village Map 1, Highland Creek Subdivision, recorded in Map Book 27, Page 401 in the Office of the Register of Deeds of Mecklenburg County, North Carolina, said Common Area consisting of 2.503 acres as shown on said map.

EXHIBIT "A"

to Consent of Owner - Centex

Lying and being in Mallard Creek Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

[1] Lots 6 and 7 of Block 1 of Brookside Village, Highland Creek Subdivision, as shown on plat recorded in Map Book 24, Page 699, in the Office of the Register of Deeds of Mecklenburg County, North Carolina (the "Mecklenburg Public Registry");

[2] Lots .68, 69, 73, 74, 75 and 83 of Block 2 of Brookside Village, Highland Creek Subdivision, as shown on plat recorded in Map Book 24, Page 699, in the Mecklenburg Public Registry;

[3] Lot- 3 of Block 6 of CrownVista Village, Phase 1 - Map 1, Highland Creek Subdivision, as shown on plat recorded in Map Book 24, Page 702, in the Mecklenburg Public Registry; and

[4] Lots 8, 9, 14, 15, 16 and 17 of Block 7 of CrownVista Village, Phase 1 - Map 1, Highland Creek Subdivision, as shown on plat recorded in Map Book 24, Page 702, in the Mecklenburg Public Registry.

Exhibit "A"

Golf Course Property

THOSE TWELVE TRACTS OF LAND lying and being in Mallard Creek Township, Mecklenburg County, State of North Carolina, and being more particularly described on the attached legal descriptions as:

Tract Having Point of Beginning "A"
Tract Having Point of Beginning "B"
Driving Range and Maintenance Area
Tract Having Point of Beginning "C"
Clubhouse
Tract Having Point of Beginning "E"
Tract Having Point of Beginning "F"
Tract Having Point of Beginning "G"
Tract Having Point of Beginning "H"
Tract Having Point of Beginning "I"
Tract Having Point of Beginning "J"
Tract Having Point #1 As Point of Beginning

[TRACT HAVING POINT OF BEGINNING "A" — LEGAL DESCRIPTION]

Lying and being in Mallard Creek Township, Mecklenburg County, State of North Carolina, and being more particularly described as follows:

BEGINNING at a point, said point being located in the southwesterly boundary of a 150 foot Duke Power Tower Line Easement and N 32° 10' 13" E 178 6.98 feet from an iron pin located at the southeastern corner of Lot 1, Block 6 of CrownVista Village, Phase 1, as shown on a map thereof recorded in Map Book 24, Page 702, in the Mecklenburg County Public Registry; thence from said point of BEGINNING N 66° 06' 33" W 442.18 feet to a point; thence N 58° 36' 27" W 76.23 feet to a point; thence N 44° 56' 02" W 76.23 feet to a point; thence N 39° 31' 37" W 340.63 feet to a point; thence S 50° 28' 23" W 130.00 feet to a point; thence with the arc of a circular curve to the left having a radius of 425.00 feet, a chord distance of 235.43 feet, a chord bearing of N 55° 36' 23" W, and a delta of 32° 09' 32", an arc distance of 238.54 feet to a point; thence N 18° 18' 49" E 183.14 feet to a point; thence N 01° 40' 59" E 380.47 feet to a point; thence N 22° 30' 05" W 666.63 feet to a point; thence N 23° 41' 22" E 57.29 feet to a point; thence N 3 9° 47' 28" E 144.6 0 feet to a point located in the southwesterly boundary of the aforesaid Duke Power easement; thence with the southwesterly boundary of said Duke Power easement S 29° 57' 26" E 2214.62 feet to the point and place of all BEGINNING, as shown on a Golf Course Boundary Map of Highland Creek by Deaton/Hasty Engineering Corporation dated November 22, 1991, and last revised January 13, 1992.

[TRACT HAVING POINT OF BEGINNING "B" - LEGAL DESCRIPTION]

Lying and being in Mallard Creek Township, Mecklenburg County, State of North Carolina, and being more particularly described as follows:

BEGINNING at a point, said point being located in the northeasterly boundary of a 150 foot Duke Power Tower Line Easement and N 63° 49' 16" E 2433.27 feet from an iron pin located at the southeastern corner of Lot 1, Block 6 of CrownVista Village, Phase I, as shown on a map thereof recorded in Map Book 24, Page 702, in the Mecklenburg County Public Registry; thence from said point of BEGINNING N 03° 24' 21" E 154.62 feet to a point; thence N 83° 24' 32" W 153.69 feet to a point; thence N 47° 20' 14" W 707.94 feet to a point; thence N 35° 50' 31" W 776.79 feet to a point; thence N 86° 41' 27" W 254.76 feet to a point; thence N 10° 31' 31" W 761.86 feet to a point; thence N 39° 51' 58" W 101.72 feet to a point; thence N 46° 53' 03" W 584.51 feet to a point; thence N 89° 49' 46" W 79.84 feet to a point; thence S 56° 25' 14" W 152.76 feet to a point located in the northeasterly boundary of the aforesaid Duke Power easement; thence with the northeasterly boundary of said Duke Power easement S 29° 57' 26" E 2720.29 feet to a point; thence continuing with the northeasterly boundary of said Duke Power easement S 84° 37' 03" E 856.93 feet to the point and place of all BEGINNING, as shown on a Golf Course Boundary Map of Highland Creek by Deaton/Hasty Engineering Corporation dated November 22, 1991, and last revised January 13, 1992.

[DRIVING RANGE & MAINTENANCE AREA - LEGAL DESCRIPTION]

Lying and being in Mallard Creek Township, Mecklenburg County, State of North Carolina, and being more particularly described as follows:

BEGINNING at a point, said point being located in the northeasterly boundary of a 150 foot Duke Power Tower Line Easement and N 63° 49' 16" E 2433.27 feet from an iron pin located at the southeastern corner of Lot 1, Block 6 of CrownVista Village, Phase I, as shown on a map thereof recorded in Map Book 24, Page 702, in the Mecklenburg County Public Registry; thence from said point of BEGINNING N 03° 24' 21" E 154.62 feet to a point; thence N 83° 24' 32" W 153.69 feet to a point; thence N 03° 21' 22" E 270.73 feet, to a point; thence S 81° 16' 14" E 1222.00 feet to a point; thence S 01° 31' 50" E 273.12 feet to a point; thence S 66° 31' 02" W 177.84 feet to a point located in the northeasterly boundary of the aforesaid Duke Power easement; thence with the northeasterly boundary of said Duke Power easement N 84° 37 ' 03" W 928.48 feet to the point and place of all BEGINNING, as shown on a Golf Course Boundary Map of Highland Creek by Deaton/Hasty Engineering Corporation dated November 22, 1991, and last revised January 13, 1992.

[TRACT HAVING POINT OF BEGINNING "C" - LEGAL DESCRIPTION]

Lying and being in Mallard Creek Township, Mecklenburg County, State of North Carolina, and being more particularly described as follows:

BEGINNING at a point, said point being located in the southwesterly boundary of a 150 foot Duke Power Tower Line Easement and N 65° 26' 42" E 2251.45 feet from an iron pin located at the southeastern corner of Lot 1, Block 6 of CrownVista Village, Phase I, as shown on a map thereof recorded in Map Book 24, Page 702, in the Mecklenburg County Public Registry; thence from said point of BEGINNING with the southwesterly boundary of said Duke Power easement S 84° 37' 03" E 1465.90 feet to a point; thence leaving the southwesterly boundary of said Duke Power easement S 05° 22' 57" W 183.74 feet to a point; thence S 00° 04' 47" E 175.00 feet to a point; thence in a northwesterly direction with the arc of a circular curve to the left having a radius of 810.00 feet, an arc distance of 337.43 feet to a point; thence N 76° 41' 16" W 603.85 feet to a point; thence in a northwesterly direction with the arc of a circular curve to the left having a radius of 600.00 feet, an arc distance of 182.48 feet to a point; thence N 16° 45' 29" W 111.67 feet to a point; thence N 16° 45' 29" W 21.62 feet to a point; thence N 16° 45' 29" W 165.45 feet to the point and place of all BEGINNING, as shown on a Golf Course Boundary Map of Highland Creek by Deaton/Hasty Engineering Corporation dated November 22, 1991, and last revised January 13, 1992.

[CLUBHOUSE -- LEGAL DESCRIPTION]

Lying and being in Mallard Creek Township, Mecklenburg County, State of North Carolina, and being more particularly described as follows:

BEGINNING at a point, said point being located N 18° 37' 14" W 2565.66 feet from a point at the intersection of the centerline of Ridge Road and the centerline of Street Avenue; thence from said point of BEGINNING N 51° 20' 14" E 275.26 feet to a point; thence N 22° 12' 01" E 206.94 feet to a point; thence N 04° 26' 42" W 79.29 feet to a point; thence N 06° 43' 54" W 78.96 feet to a point; thence N 07° 46' 05" E 188.95 feet to a point located in the southwesterly boundary of a 150 foot Duke Power Tower Line Easement; thence with the southwesterly boundary of said Duke Power easement N 84° 37' 03" W 400.00 feet to a point; thence leaving the southwesterly boundary of said Duke Power easement S 05° 22' 57" W 183.74 feet to a point; thence S 00° 04' 47" E 175.00 feet to a point; thence S 72° 58' 36" W 297.54 feet to a point; thence S 52° 49' 11" E 497.62 feet to the point and place of all BEGINNING, as shown on a Golf Course Boundary Map of Highland Creek by Deaton/Hasty Engineering Corporation dated November 22, 1991, and last revised January 13, 1992.

[TRACT HAVING POINT OP BEGINNING "E" -- LEGAL DESCRIPTION]

Lying and being in Mallard Creek Township, Mecklenburg County, State of North Carolina, and being more particularly described as follows:

BEGINNING at a point, said point being located N 13° 04' 05" W 2672.54 feet from a point at the intersection of the centerline of Ridge Road and the centerline of Street Avenue; thence from said point of BEGINNING N 22° 12' 01" E 206.94 feet to a point; thence N 04° 26' 42" W 79.29 feet to a point; thence N 06° 43' 54" W 78.96 feet to a point; thence N 07° 46' 05" E 188.95 feet to a point located in the southwesterly boundary of a 150 foot Duke Power Tower Line Easement; thence with the southwesterly boundary of said Duke Power easement S 84° 37' 03" E 90.70 feet to a point located in the southerly shore of Main Lake; thence leaving the southwesterly boundary of the said Duke Power easement and continuing with the southerly shore of Main Lake the following twelve (12) courses and distances: (1) S 40° 21' 55" E 127.81 feet to a point; (2) S 08° 34' 48" E 98.15 feet to a point; (3) S 69° 40' 25" E 226.77 feet to a point; (4) S 61° 43' 27" E 390.45 feet to a point; (5) S 47° 17' 22" E 129.07 feet to a point; (6) S 75° 50' 55" E 112.08 feet to a point; (7) S 24° 05' 29" E 25.89 feet to a point; (8) S 18° 25' 21" W 135.70 feet to a point; (9) N 87° 34' 53" E 125.65 feet to a point; (10) N 35° 15' 51" E 96.62 feet to a point; (11) N 62° 50' 17" E 191.78 feet to a point; and (12) N 39° 53' 22" E 205.50 feet to a point; thence leaving the southerly shore of Main Lake N 8° 06' 10' 41" E 55.20 feet to a point; thence S 03° 49' 19" E 104.86 feet to a point; thence S 55° 00' 40" W 288.59 feet to a point; thence S 48° 58' 43" W 234.83 feet to a point; thence S 83° 26' 30" W 152.56 feet to a point; thence N 62° 29' 27" W 117.90 feet to a point; thence N 64° 22' 52" W 677.85 feet to a point; thence S 80° 05' 02" W 273.22 feet to the point and place of all BEGINNING, as shown on a Golf Course Boundary Map of Highland Creek by Deaton/Hasty Engineering Corporation dated November 22, 1991, and last revised January 13, 1992.

[TRACT HAVING POINT OF BEGINNING "F" -- LEGAL DESCRIPTION]

Lying and being in Mallard Creek Township, Mecklenburg County, State of North Carolina, and being more particularly described as follows:

BEGINNING at a point, said point being located in the northeasterly shore of Main Lake and N 07° 30' 38" W 3416.51 feet from a point located at the intersection of the centerline of Ridge Road and the centerline of Street Avenue; thence from said point of BEGINNING continuing with the northeasterly shore of Main Lake the following two (2) courses and distances: (1) N 05° 33' 25" W 216.21 feet to a point; and (2) N 41° 24' 46" W 152.73 feet to a point; thence leaving the northeasterly shore of Main Lake N 10° 30' 12" E 293.21 feet to a point; thence N 17° 54' 10" E 650.03 feet to a point; thence N 28° 12' 14" E 242.47 feet to a point; thence N 48° 53' 10" W 39.02 feet to a point; thence N 00° 05' 49" W 40.68 feet to a point; thence N 18° 12' 22" E 158.97 feet to a point; thence N 32° 08' 55" E 288.73 feet to a point; thence N 05° 56' 50" W 62.25 feet to a point; thence N 04° 16' 29" E 67.91 feet to a point; thence N 32° 45' 14" E 107.87 feet to a point; thence in a northeasterly direction with the arc of a circular curve to the right having a radius of 947.14 feet, an arc distance of 504.39 feet to a point; thence S 42° 58' 38" W 430.95 feet to a point; thence S 17° 34' 34" W 120.40 feet to a point; thence S 39° 42' 20" W 359.05 feet to a point; thence S 32° 05' 27" E 211.65 feet to a point; thence S 24° 19' 42" W 856.11 feet to a point; thence S 16° 48' 33" W 579.48 feet to the point and place of all BEGINNING, as shown on a Golf Course Boundary Map of Highland Creek by Deaton/Hasty Engineering Corporation dated November 22, 1991, and last revised January 13, 1992.

[TRACT HAVING POINT OF BEGINNING "G" - LEGAL DESCRIPTION]

Lying and being in Mallard Creek Township, Mecklenburg County, State of North Carolina, and being more particularly described as follows:

BEGINNING at a point, said point being located N 05° 33' 12" E 5,751.59 feet from a point at the intersection of the centerline of Ridge Road and the centerline of Street Avenue; thence from said point of BEGINNING with the arc of a circular curve to the left having a radius of 1,067.14 feet, a chord distance of 153.47 feet, a chord bearing of N 87° 40' 32" W, and a delta of 08° 14' 50", an arc distance of 153.61 feet to a point; thence N 22° 18' 40" E 944.55 feet to a point; thence N 31° 07' 12" E 560.87 feet to a point; thence N 49° 36' 27" W 79.11 feet to a point; thence N 27° 47' 03" W 169.65 feet to a point; thence N 23° 53' 52" E 72.38 feet to a point; thence N 75° 05' 51" E 34.52 feet to a point; thence S 65° 48' 58" E 74.67 feet to a point; thence N 56° 05' 16" E 280.15 feet to a point; thence S 89° 14' 17" E 161.05 feet to a point; thence S 07° 37' 23" W 272.33 feet to a point; thence N 48° 34' 25" E 326.52 feet to a point; thence N 47° 13' 40" W 30.26 feet to a point; thence N 01° 15' 53" E 71.02 feet to a point; thence N 66° 29' 47" E 99.79 feet to a point; thence S 86° 33' 01" E 743.14 feet to a point; thence S 72° 28' 24" E 77.90 feet to a point; thence S 66° 51' 30" E 168.22 feet to a point; thence S 35° 43' 59" E 297.63 feet to a point; thence S 18° 57' 14" E 13 0.3 2 feet to a point; thence S 4 0° 54' 14" E 2 25.21 feet to a point; thence S 18° 38' 51" W 386.24 feet to a point; thence S 07° 02' 59" E 401.70 feet to a point; thence S 18° 24' 10" W 491.13 feet to a point; thence S 43° 15' 13" W 49.42 feet to a point; thence S 80° 40' 01" W 121.13 feet to a point; thence N 50° 10' 38" W 142.90 feet to a point; thence N 17° 51' 59" E 467.90 feet to a point; thence N 04° 57' 34" E 374.23 feet to a point; thence N 00° 32' 54" W 377.29 feet to a point; thence N 12° 50' 55" W 57.87 feet to a point; thence N 47° 36' 35" W 42 6.21 feet to a point; thence N 7 6° 45' 17" W 755.4 6 feet to a point; thence S 48° 3-4' 25" W 364.14 feet to a point; thence S 07° 37' 23" W 229.30 feet to a point; thence S 39° 13' 40" W 602.34 feet to a point; thence S 29° 35' 42" W 863.72 feet to the point and place of all BEGINNING, as shown on a Golf Course Boundary Map of Highland Creek by Deaton/Hasty Engineering Corporation dated November 22, 1991, and last revised January 13, 1992.

[TRACT HAVING POINT OF BEGINNING "H" -- LEGAL DESCRIPTION]

Lying and being in Mallard Creek Township, Mecklenburg County, State of North Carolina, and being more particularly described as follows::

BEGINNING at a point, said point being located N 30° 45' 27" E 4109.11 feet from a point located at the intersection of the centerline of Ridge Road and the centerline of Street Avenue; thence from said point of BEGINNING in a northwesterly direction with the arc of a circular curve to the left having a radius of 695.00 feet, an arc distance of 342.49 feet to a point; thence S 86° 59' 05" E 554.56 feet to a point; thence N 43° 49' 45" E 631.25 feet to a point; thence N 18° 05' 08" W 27.15 feet to a point; thence N 53° 41' 02" W 417.86 feet to a point; thence N 33° 37' 24" W 123.60 feet to a point; thence N 09° 19' 13" E 439.21 feet to a point; thence N 09° 19' 13" E 439.21 feet to a point; thence N 82° 45' 39" E 143.26 feet to a point; thence S 00° 08' 32" W 787.11 feet to a point; thence S 55° 46' 10" E 441.27 feet to a point; thence S 06° 08' 02" E 304.35 feet to a point; thence S 19° 08' 35" W 209.12 feet to a point; thence S 21° 08' 20" W 174.66 feet to a point; thence S 20° 45' 37" W 106.27 feet to a point; thence S 59° 36' 12" W 297.50 feet to a point; thence S 67° 30' 22" W 305.22 feet to a point; thence N 84° 15' 24" W 151.66 feet to a point; thence N 68° 26' 58" W 111.10 feet to a point; thence N 88° 17' 58" W 173.95 feet to the point and place of all BEGINNING, as shown on a Golf Course Boundary Map of Highland Creek by Deaton/Hasty Engineering Corporation dated November 22, 1991, and last revised January 13, 1992.

[TRACT HAVING POINT OF BEGINNING "I" -- LEGAL DESCRIPTION]

Lying and being in Mallard Creek Township, Mecklenburg County, State of North Carolina, and being more particularly described as follows:

BEGINNING at a point, said point being located in the northeasterly boundary of a 150 foot Duke Power Tower Line Easement and N 19° 11' 31" E 3,324.72 feet from a point located at the intersection of the centerline of Ridge Road and the centerline of Street Avenue; thence from said point of BEGINNING N 17° 45' 35" E 286.16 feet to a point; thence N 74° 44' 57" E 659.63 feet to a point; thence N 17° 20' 25" E 207.31 feet to a point; thence in a southeasterly direction with the arc of a circular curve to the right having a radius of 575.00 feet, an arc distance of 370.84 feet to a point; thence S 66° 26' 26" W 781.65 feet to a point located in the northeasterly boundary of the aforesaid Duke Power easement; thence with the northeasterly boundary of said Duke Power easement N 84° 37' 03" W 177.55 feet to the point and place of all BEGINNING, as shown on a Golf Course Boundary Map of Highland Creek by Deaton/Hasty Engineering Corporation dated November 22, 1991, and last revised January 13, 1992.

[TRACT HAVING POINT OF BEGINNING "J" -- LEGAL DESCRIPTION]

Lying and being in Mallard Creek Township, Mecklenburg County, State of North Carolina, and being more particularly described as follows;

BEGINNING at an iron pin located at the northwestern corner of Lot 1, Block 1 of Brookside Village, as shown on a map thereof recorded in Map Book 24, Page 699, in the Mecklenburg County Public Registry; thence from said point of BEGINNING with the arc of a circular curve to the right having a radius of 390.00 feet, a chord distance of 129.41 feet, a chord bearing of N 27° 08' 30" E, and a delta of 19° 06' 01", an arc distance of 130.01 feet to a point; thence N 3 6° 41' 30" E 250.14 feet to a point; thence S 24° 19' 37" E 156.11 feet to a point; thence S 81° 51' 16" E 148.23 feet to a point; thence N 72° 57' 10" E 93.65 feet to a point; thence N 52° 39' 59" E 89.14 feet to a point; thence N 70° 29' 24" E 63.57 feet to a point; thence S 83° 29' 19" E 832.00 feet to a point; thence N 78° 16' 30" E 248.27 feet to a point; thence N 61° 16' 36" E 307.24 feet to a point; thence N 47° 04' 31" E 93.29 feet to a point; thence N 47° 23' 51" E 112.60 feet to a point; thence N 24° 56' 06" E 97.91 feet to a point; thence N 00° 21' 27" W 175.53 feet to a point; thence with the arc of a circular curve to the right having a radius of 480.00 feet, a chord distance of 114.2 6 feet, a chord bearing of S 83° 31' 19" E, and a delta of 13° 40' 14", an arc distance of 114.53 feet to a point; thence S 76° 41' 16" E 326.66 feet to a point; thence S 42° 13' 24" W 701.06 feet to a point; thence S 02° 22' 01" W 95.71 feet to a point; thence S 73° 33' 28" W 181.63 feet to a point; thence S 63° 35' 53" W 67.12 feet to a point; thence S 63° 04' 24" W 154.68 feet to a point; thence S 63° 49' 42" W 352.29 feet to a point; thence N 71° 41' 55" W 400.55 feet to a point; thence N 82° 23' 33" W 156.44 feet to a point; thence N 82° 48' 30" W 142.39 feet to a point; thence N 81° 37' 22" W 452.01 feet to a point; thence N 87° 01' 22" W 314.96 feet to the point and place of all BEGINNING, as shown on a Golf Course Boundary Map of Highland Creek by Deaton/Hasty Engineering Corporation dated November 22, 1991, and last revised January 13, 1992.

**[TRACT HAVING CONTROL POINT #1 AS POINT OF BEGINNING –
LEGAL DESCRIPTION]**

Lying and being in Mallard Creek Township, Mecklenburg County, State of North Carolina, and being more particularly described as follows:

BEGINNING at an iron pin located at the southeastern corner of Lot 1, Block 6 of CrownVista Village, Phase I, as shown on a map thereof recorded in Map Book 24, Page 702, in the Mecklenburg County Public Registry; thence from said point of BEGINNING N 50° 09' 16" W 988.87 feet to a point; thence N 29° 08' 21" W 126.31 feet to a point; thence N 08° 00' 53" W 117.52 feet to a point; thence N 08° 39' 01" E 230.73 feet to a point; thence N 22° 54' 28" E 106.29 feet to a point; thence N 56° 11' 36" E 720.60 feet to a point; thence N 33° 10' 41" E 330.74 feet to a point; thence N 37° 48' 01" E 87.96 feet to a point; thence with the arc of a circular curve to the left having a radius of 375 feet, a chord distance of 241.59 feet, a chord bearing of N 58° 19' 06" W, and a delta of 37° 34' 58", an arc distance of 245.98 feet to a point; thence S 12° 14' 56" W 279.85 feet to a point; thence S 66° 44' 20" W 991.16 feet to a point; thence S 03° 37' 27" E 901.89 feet to a point; thence S 50° 23' 28" E 1,003.94 feet to a point; thence S 72° 25' 27" E 169.55 feet to a point; thence in a northeasterly direction with the arc of a circular curve to the right having a radius of 510.00 feet, an arc distance of 170.15 feet to a point; thence N 36° 41' 30" E 56.21 feet to the point and place of all BEGINNING, as shown on a Golf Course Boundary Map of Highland Creek by Deaton/Hasty Engineering Corporation dated November 22, 1991, and last revised January 13, 1992.

State of North Carolina, County of Mecklenburg

The foregoing Certificate(s) of

Ronelle R. Scharnberg,
Hebbie Maers, Teresa J. Johns, Kimberley
Ann Boars, Holly C. Burton, Martha G. Hill

Notary(ies) Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

ANNE A. FOWERS, REGISTER OF DEEDS

By Hazel L. Elmore Deputy - Register of Deeds