

Type: CONSOLIDATED REAL PROPERTY
Recorded: 4/9/2012 11:44:02 AM
Fee Amt: \$134.00 Page 1 of 42
Iredell County, NC
Matthew J. McCall Register of Deeds

BK 2168 PG 1220 - 1261

After recording, please return to:
TNGC Charlotte LLC
725 Fifth Avenue, 26th Floor
New York, NY 10022
Attn: David L. Cohen, Esq.

CERTIFICATION OF AMENDMENT TO DECLARATION

This Certification of Amendment to the Declaration (this "Certification") is made pursuant to Article XIII, Section 3 of the Declaration of Covenants, Conditions and Restrictions for the Point recorded in Book 1095 at Page 1206 of the Iredell County, North Carolina Register of Deeds (as supplemented and amended from time to time, the "Declaration"), and is effective upon the recordation of this Certification in the Office of the Register of Deeds for Iredell County, North Carolina. All capitalized terms used but not defined herein shall be given the same meaning to such terms in the Declaration.

The Declaration provides in Article XIII, Section 3 that the Declaration may be amended or modified at any time by a vote of no less than fifty-one percent (51%) of all votes entitled to be cast by the Association Members, which vote is taken at a duly held meeting of the Association Members at which a quorum is present, all in accordance with the Bylaws of the Association. In accordance with the requirements of the Bylaws of the Association and N.C.G.S. § 55A-7-08, affirmative votes to amend the Declaration were obtained from at least fifty-one percent (51%) of all votes entitled to be cast by Association Members. Accordingly, the amendment of the Declaration as set forth herein is hereby certified by the Secretary of the

Association for recordation in the Office of the Register of Deeds for Iredell County, North Carolina.

The Declaration also provides in Article XIII, Section 3 that so long as Declarant is the Owner of any Lot or other portion of the Property, the Declarant must consent to any amendment or modification of the Declaration. Declarant is the owner of a Lot, and does hereby consent to the amendments set forth herein by signing this Certification in the space set forth below.

NOW, THEREFORE, with the affirmative vote of at least fifty-one percent (51%) of all votes entitled to be cast by Association Members, the Declaration is hereby amended as follows:

Definitions

1. Club. The text of Article 1, Section 14 shall be deleted and replaced with the following:

“Section 14. “Club” shall mean and refer to the private recreational and social club and all related recreational facilities located on the Club Property, as more particularly described in Article X of this Declaration.”

2. Club Owner. The text of Article I, Section 16 shall be deleted and replaced with the following:

“Section 16. “Club Owner” shall mean and refer to TNGC Charlotte, LLC, a Delaware limited liability company, or such other entity owning the Club and the Club Property from time to time, and each of their successors and assigns.”

3. Club Property. The text of Article I, Section 17 shall be deleted and replaced with the following:

“Section 17. “Club Property” shall mean the real property described in Exhibit D upon which the Club Improvements are located, which real property is included in the Property, provided however, the Club Property is not included in the Common Areas.”

The referenced Exhibit D is attached to this Certification.

4. Golf Course. The text of Article I, Section 25 shall be deleted and replaced with the following:

“Section 25. “Golf Course” shall mean and refer to the golf course facility constructed within the Club Property.”

5. Membership Plan. The following additional definition shall be added as Article I, Section 33A:

“Section 33A. “Membership Plan” shall mean The Trump National Golf Club Membership Plan, as amended or superseded by Club Owner from time to time.”

6. Tract. The text of Article I, Section 55 shall be amended by inserting the words “all or” immediately before the words “a part of the Club Property.”

7. Social Members and Social Memberships. The following additional definition shall be added as Article I, Section 52(A):

“Section 52(A). “Social Members” and “Social Memberships” shall have the meaning in Article X, Section 1.”

8. Operating Covenant. The following additional definition shall be added as Article I, Section 39(A):

“Section 39(A). “Operating Covenant” shall mean the Club Operating Covenant for The Point Lake and Golf Club by and between The Point Lake and Golf Club, Inc. and TNGC Charlotte, LLC, dated effective as of and recorded with the Iredell County Register of Deeds on or about April 5, 2012, as amended from time to time.”

9. No Additional Golf Courses or Clubs. The following sentence shall be added to the end of Article II, Section 2(a), 2(b) and 2(c):

“Notwithstanding anything to the contrary, neither the Declarant nor the Association may cause any Additional Property that, by any means, is made subject to the terms and scheme of this Declaration, to be used as a golf course, tennis courts, swim facility, spa or resort, or any bar, restaurant or athletic or other form of public or private social or membership club.”

10. Club Owner Consent Required. The following new Section 2(e) is added to Article II:

“Notwithstanding anything to the contrary, it is expressly understood and agreed that the prior written consent of Club Owner shall be required for any party to modify, change and/or amend, in whole or in part, the terms and provisions of this Declaration, any Supplemental Declaration and/or any Additional Declaration that (i) amends or terminates any provisions concerning or affecting the Club, Club Property (including, without limitation, the use and enjoyment of, views from and aesthetics of the Club Property), or Club Owner or (ii) imposes new or additional covenants, conditions, restrictions or easements on the Club Owner, Club Property or the Club.”

11. Use of Common Areas by Club Owner - Generally. In Article III, Section 2, the parenthetical phrase “(or, with respect to the Club Owner, title to the Club Property)” is inserted after the words “Owner’s Lot.”

12. No Change to Arrival and Access Experience. Section 6(e) of Article IV is amended as follows:

(a) the parenthetical phrase “(including without limitation the Common Areas from the main entrance point to the Project to the main entrance point of the Club Property)” is inserted after the words “Common Areas”;

(b) the following sentence is added after the end thereof, “Without limitation of the foregoing, the portion of the Common Areas comprising the Brawley School Road

entry to the Project shall be maintained in at least as good as condition as such Common Areas are being maintained on April 5, 2012.”

13. No Change to Common Area Standards. The following sentence is added to Section 6(e) of Article IV:

“Without limitation of any other right or restriction benefiting the Club Owner under this Declaration, this Section 6(e) may not be terminated, waived, amended or otherwise modified in whole or in part without the prior express written consent of the Club Owner in its sole and absolute discretion.”

14. Boat Slip Rules. The following sentence is added to Section 8(e) of Article IV:

“Notwithstanding anything to the contrary (including without limitation anything set forth in Section 8(d) above), neither the Declarant, Association nor the Board of Directors may adopt any rules or regulations governing the maintenance, operation and use of the Piers and Common Boatslips or personal conduct thereon that has an adverse impact on Pier K depicted on Exhibit E hereto (the “Club Pier”) and/or the Common Boatslips depicted on Exhibit E hereto (the “Club Common Boatslips”). Notwithstanding anything to the contrary, the Club Pier and the Club Common Boatslips shall only be used by the Club Owner and its guests and invitees, and Club members, their guests and invitees.”

The referenced Exhibit E is attached to this Certification.

15. Boat Slips Appurtenant to Club Property. The following new Section 8(g) is added to Article IV:

“Provided the Association is a party to the Duke Lease governing the use of the Club Common Boatslips on April 5, 2012, the Association shall enter into a Boatslip Lease for all of the Club Common Boatslips with the Club Owner in the usual and customary form used by the Association. Any rights under a Boatslip Lease for the Club Common Boatslips shall be appurtenant to and may not be separated from ownership of the Club Property and shall run with title to the Club Property. Notwithstanding anything to the contrary, the Club Owner, its guests and invitees, shall be permitted to use the Lake Access Areas for purposes of providing pedestrian access to and from the Club Pier and the Club Common Boatslips. In no event will Club Owner be obligated to pay any Boatslip Lease Fee (as such term is defined in the Assignment and Assumption of Lease dated February 19, 2007 between Declarant, the Association and Duke Energy Carolinas, LLC, and recorded in Iredell County at Book 1825, Page 1627), or other fee or charge (except such fees and charges as are generally applicable under all Boatslip Leases for all Common Boatslips) in connection with the Club Common Boatslips to Declarant or the Association.

The Association will promptly notify the Club Owner if it receives notice the Duke Lease is being terminated, not renewed or not extended by Duke. In connection with the renewal of Duke Energy Corporation’s (“Duke”) permit from the Federal Energy Regulatory Commission to manage the recreational resources on Lake Norman, the Association will give the Club Owner a reasonable opportunity to participate in the

negotiation or renegotiation of any new Duke Lease with respect to the inclusion of, and the terms and conditions concerning, the Club Pier, or the negotiation of a new master lease directly between Duke and Club Owner (in each case at no cost or expense to Association); provided that in the event Duke and Club Owner do not enter into such master lease and the Association enters into a new master lease with Duke that includes the Club Pier and Club Common Boatslips, the Association and Club Owner shall enter into a Boatslip Lease for all of the Club Common Boatslips in the form customarily used by the Association for all Common Boatslips. The Association agrees not to discriminate against the Club Pier in favor of any other Piers in its negotiation for any amendment, extension, or renewal of a master lease or for any new master lease.

16. Dues, Assessments and Other Financial Obligations. The following sentence shall be added to the end of Article V, Section 1:

“Notwithstanding anything to the contrary recited herein, except for the Club Annual Assessment provided in Article V, Section 3(b) below, the Club Owner shall have no obligation to pay any Association Annual Assessments, Supplemental Annual Assessments, Special Assessments, Special Individual Assessments or other assessments, dues, fees or charges arising out of the Declaration. Notwithstanding the above, the preceding clause shall not limit the Association’s right to pursue an action at law against Club Owner for any damages, expenses and reasonable attorney fees and costs arising due to a default by Club Owner of its obligations and liabilities set forth in the Declaration.”

17. Annual Assessment. The text of Article V, Section 3(b) shall be deleted and replaced with the following:

“The Annual Assessment to be levied against the Club Property for a calendar year shall be determined by the Board of Directors in its reasonable discretion; provided, however that such Annual Assessment shall in no event exceed the sum of Sixteen Thousand Dollars (\$16,000) for the 2012 calendar year, and shall not be increased in any subsequent calendar year by an amount greater than 5% of the prior calendar year’s Annual Assessment (the “Club Annual Assessment”). The Club Annual Assessment is Club Owner’s contribution to Association for the landscaping and maintenance of the Common Areas and other expenses of the Association. Notwithstanding the above, if the repair and maintenance work on the landscape in the Common Areas adjacent to the Club Property is not performed by the Association or its designees in accordance with the maintenance standards established for the Common Areas by the Association from time to time, after written notice to the Association from the Club Owner specifying such failure and the continuation of such failure for more than ten (10) business days, the Club Owner shall have the right to perform such repair and maintenance work (or have such repair and maintenance performed on its behalf), and upon delivery to the Association of evidence acceptable to the Association in its reasonable discretion of the cost of such work, the Club Owner shall be entitled to a credit for the cost of such work against any then unpaid portion of accrued Club Annual Assessments and Club Annual Assessment for future years. Notwithstanding the foregoing, the Club Owner shall have all remedies

available at law and equity, including a suit for specific performance, to enforce the Association's obligations under this Declaration."

18. Special Assessment. The last sentence of Article V, Section 5 shall be deleted and replaced with the following:

"Notwithstanding the foregoing, no Special Assessment may be levied against the Club Property or the Club Owner, including, without limitation, under Article IX, Section 6."

19. Special Individual Assessment. The following sentence shall be added to the end of Article V, Section 6:

"Notwithstanding the foregoing, no Special Individual Assessment may be levied against the Club Owner. Provided, however, the preceding clause shall not limit the Associations right to pursue an action at law for damages, expenses and reasonable attorney fees and costs caused by the Club Owner to any component of the Common Areas and/or Maintenance Area or for any other default of Club Owner's obligations and liabilities set forth in the Declaration."

20. Animals. The following sentence shall be added to the end of Article VII, Section 7:

"This Section 7 shall not apply to the short term keeping of animals on the Club Property for the purpose of children's entertainment or other Club activities or seasonal or special events."

21. Restricted Activities in Common Areas and Maintenance Areas. Article VII, Section 16 shall be amended by inserting at the end of the second sentence thereof, immediately after the word Association, the words "and, with respect to any Common Areas or Maintenance Areas immediately adjacent to the Club Property or utilized in connection with the operation, maintenance, or member use of or access to the Club, the Club Owner."

22. Parking; Off-Water Boat Storage. The following sentence shall be added to the end of Article VII, Section 20:

"Notwithstanding the foregoing, commercial use vehicles and trucks of all sizes servicing the Club (including, without limitation, providing services or supplies in connection with a special event) shall be permitted to park overnight, unenclosed, in the parking lot of the Club for up to forty-eight (48) hours maximum or such longer period as may reasonably necessary for the provision of services to the Club in connection with any event held at the Club or work being done at the Club Property."

23. No Commercial Uses. The following new Section 24A is added to Article VII:

"Notwithstanding anything to the contrary, other than the use of the Club Property in accordance with Section 24 above, no commercial golf course, tennis courts, or swim facility, any spa or resort, or any bar, restaurant or athletic or other form of public or private social or membership club may be operated at any time on the Property."

24. Composition of Architectural Control Committee. Article VIII, Section 2 is amended to replace the text "seven (7) individuals" with the text nine (9) individuals".

25. Restrictions. Article VIII, Section 11 shall be deleted and replaced with the following:

"Section 11. Club Improvements. Notwithstanding anything to the contrary, the provisions of this Article VIII shall not apply to the Club Property, any portion thereof, or any Improvement thereon (including, without limitation, any construction, alteration, renovation, decoration, replacements, repair or maintenance. Without limitation of the foregoing, the Architectural Control Committee shall have no jurisdiction over, and the Architectural and Landscape Guidelines shall not apply to, the Club Property, any portion thereof, any Improvement thereon or any matter related thereto. Notwithstanding anything to the contrary, the Club Property shall be governed and subject to the terms and conditions in the Operating Covenant, including but not limited to, that the Club Property adjacent to any Common Area shall be maintained by Club Owner in accordance with the standards set forth in the Operating Covenant."

26. Premium Expense. The following sentence is added to the end of Article IX, Section 2:

"Notwithstanding anything to the contrary but without limitation of Club Owner's obligation under Article V, Section 3(b), no portion of premiums upon insurance policies purchased by the Board shall be charged to or collected from the Club Owner."

27. Condemnation. The following sentence is added to the end of Article IX, Section 10 after the second sentence:

"The Association shall be obligated to consult with the Club Owner with respect to any negotiation or litigation, and shall not consent to any award or enter into any settlement with the prior written consent of the Club Owner in its reasonable discretion, with respect to any actual or threatened in writing taking or exercise of eminent domain, or award or other compensation thereof, affecting any Common Area immediately adjacent to the Club Property, constituting access to the Club, or utilized in connection with the operation, maintenance, or member use of the Club."

28. Owners' Covenants. Article X, Section 1 is hereby deleted in its entirety and replaced with the following:

"Section 1. "Owners' Covenants." With respect to the Club, the Club Property and the Golf Course, the Owners of property in the Project shall be subject to the additional covenants that are set forth in this Article X. Every Owner of a Lot, Tract or Dwelling Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall automatically become obligated, from the date of acquisition of such Lot, Tract or Dwelling Unit, to pay the dues, fees and other charges associated with the "Social Membership" category of membership in the Club and imposed, assessed or levied by the Club Owner, all in accordance with and subject to the terms of this Declaration, the Operating Covenant, the Membership Plan of the Club, the Rules and

Regulations of the Club and the other Membership Documents (as defined in the Membership Plan). All dues for (i) a Social Membership and the food and beverage minimum dining fee (subject to the limitations on the Social dues and food and beverages minimum dining fee in the Operating Covenant) (collectively, the "**Social Membership Lien Amount**") and (ii) as to any other category of membership in the Club, for example, a Full Golf Memberships, an amount up to and not to exceed the Social Membership Lien Amount as to any unpaid dues and food and beverage minimum dining fee for which an Owner is responsible under the Membership Documents shall (to the extent not paid) be a charge and a continuing lien upon the Lot, Tract or Dwelling Unit owned by such Owner (the "**Club Lien**"). The Club Lien shall be subordinate to the lien of the Association's assessments provided for in Article V and in Article VII of this Declaration, and shall be subordinate to the lien of any first Mortgage on such Lot, Tract or Dwelling Unit. Such social membership in the Club (a "**Social Membership**") shall be appurtenant to and may not be separated from ownership of any Lot, Tract or Dwelling Units."

29. Club Property Usage. Article X, Section 2 is hereby deleted and replaced with the following:

"Section 2. The Club. "The existing improvements of the Club located on the Club Property are listed and defined as the "**Club Improvements**" in the Operating Covenant, incorporated herein by reference, which Club Improvements are to be utilized and operated as a private social and recreational club (the "**Club**"). Subject to the terms of the Operating Covenant, the Club Owner may from time to time develop additional club facilities within the Club Property and/or replace, modify, remodel or renovate any existing or additional facilities, and landscape and hardscape on any portion of the Club Property. The Club, the members of the Club, their tenants, visitors, guests and invitees shall have perpetual non-exclusive easements for ingress and egress, without charge or fee, over the Roadways, included in the Property as set forth in Article XI hereof. The location of a Lot, Tract or Dwelling Unit within the Property may result in nuisances or hazards to such Lot, Tract or Dwelling Unit, or to persons on, making use of or in transit to or from such Lot, Tract or Dwelling Unit, or to property on such Lot, Tract or Dwelling Unit, as a result of normal Club operations. Each Owner covenants for itself, its successors in interest and assigns, and its contractors, subcontractors, tenants, guests and invitees that it shall assume all risks associated with such location, including, but not limited to, the risk of property damage or personal injury arising from stray golf balls or actions incidental to such Club activities, and shall indemnify and hold harmless the Association, the Declarant, the Club Owner, the Club, the Golf Course architect, any other entity owning or managing the Golf Course or the Club, and any of their officers, directors, agents or employees, from any and all liabilities, claims or expenses, including attorneys' fees and expenses, arising from such property damage or personal injury. Nothing in this Section 2 shall restrict or limit any power of the Club Owner or any entity owning or managing the Golf Course to change the design of the Golf Course, and such changes, if any, shall not nullify, restrict or impair the covenants contained herein or in the Operating Covenant.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, NEITHER THE CLUB NOR ANY OF THE CLUB

IMPROVEMENTS WILL BE COMMON AREA UNDER THIS DECLARATION, AND THE OWNERSHIP OF A LOT OR TRACT AND/OR MEMBERSHIP IN THE ASSOCIATION DOES NOT CONFER ANY OWNERSHIP INTEREST IN OR ANY EASEMENT OR RIGHT TO USE THE CLUB, THE CLUB PROPERTY OR ANY CLUB IMPROVEMENTS OR AMENITIES, AND NO SUCH INTEREST, RIGHT, EASEMENT OR RIGHT OF USE IS CREATED UNDER THIS DECLARATION BY IMPLICATION OR OTHERWISE. THE CLUB MAY HAVE MEMBERS WHO ARE NOT OWNERS OR MEMBERS OF THE ASSOCIATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EVEN THOUGH ALL OWNERS OF A LOT, TRACT OR DWELLING UNIT SHALL BE OBLIGATED TO PAY THE DUES, FEES AND OTHER CHARGES ASSOCIATED WITH THE "SOCIAL MEMBERSHIP" CATEGORY OF MEMBERSHIP AT THE CLUB, THE CLUB OWNER MAY REJECT THE APPLICATION OF ANY OWNER IN ACCORDANCE WITH THE MEMBERSHIP PLAN; PROVIDED, HOWEVER, ANY OWNER WHOSE APPLICATION WAS SO REJECTED, SHALL NOT BE OBLIGATED TO PAY SUCH "SOCIAL MEMBERSHIP" CHARGES. HOWEVER, IF AN OWNER WAS OFFERED AND ADMITTED TO MEMBERSHIP AND SUCH MEMBER REJECTED SUCH OFFER, OR WAS ADMITTED BUT SUCH OWNER'S MEMBERSHIP WAS SUBSEQUENTLY RESIGNED, SUSPENDED OR TERMINATED OR SUCH OWNER WAS EXPELLED, SUCH OWNER SHALL CONTINUE TO BE OBLIGATED TO PAY SUCH "SOCIAL MEMBERSHIP" CHARGES. SUCH OWNERS THAT DO BECOME "SOCIAL MEMBERS," SUBJECT TO THEIR PAYMENT OF THE SOCIAL MEMBERSHIP DUES AND OTHER CHARGES INCURRED BY THE MEMBER AND ABIDING BY THE RULES AND REGULATIONS OF THE CLUB, SHALL HAVE THE USAGE RIGHTS ASSOCIATED WITH THEIR MEMBERSHIP."

30. Enforceability; Limitations on Amendment. The last sentence in Article X, Section 14 is hereby deleted.

31. Easements and Cross-Easements on Common Areas. Article XI, Section 1 is hereby amended by adding at the end thereof the following sentence:

"Notwithstanding anything to the contrary, neither the Declarant, its designees nor the Association may impose upon the portion of the Common Areas immediately adjacent to the Club Property any easements or cross-easements that, in the reasonable discretion of the Club Owner, would diminish, impair or otherwise adversely effect the ownership, operation, maintenance or use and enjoyment of (including, without limitation the views from and aesthetics of) the Club or Club Property.

32. Club Easements. Article XI is hereby amended to add the following as a new Section 16. Easements and Other Rights:

“Section 16. Easements and Other Rights. Declarant hereby grants and assigns to Club Owner and its successors and assigns, the easement rights that benefit and concern the Club and the Club Property granted in Section 2, Section 3, Section 6, Section 7, Section 10 (as to easements granted in Plats concerning the Club Property for drainage, landscape easements, ingress and egress and utility lines) and Section 11 of this Article XI.”

33. Right-of-Way Over Roadways. Article XI, Section 3 is hereby amended by deleting the words “of a Lot or Tract” that appear immediately after the word “Owner.”

34. Easement Regarding Golf, Tennis or Other Recreational Use. Article XI, Section 6 is hereby amended by deleting the next to last sentence.

35. Declarant’s Right to Assign Easements; Maintenance of Easement Areas. Article XI, Section 12 is hereby amended by inserting, at the end of the first sentence, the words “other than the easements reserved for the benefit of the Club Property or any portion thereof or granted to Club Owner.”

36. Duration. Article XIII, Section 2, is hereby amended by inserting in the second sentence thereof, immediately after the words “by two-thirds (2/3) vote of the Association Members,” the words “subject to the prior written consent of the Club Owner, in its sole and absolute discretion.”

37. Amendment. The following sentence shall be added to the end of Article XIII, Section 3:

“Notwithstanding anything to the contrary, each of the Association and Declarant releases and acknowledges it has no further right to make or approve any amendment, supplement or other modification of the Declaration concerning the Club Owner, the Club, the Club Property or any part thereof, the Club Improvements or membership in the Club without the prior written consent of Club Owner in its sole and absolute discretion.”

38. Changes to Plans for the Project. Article XIII, Section 9 is hereby deleted in its entirety.

39. Mutual Cooperation. Article XIII is hereby amended to insert the following as Section 9:

“The Association and the Club Owner shall mutually cooperate with each other to promptly notify each other of any transfers of title to and rentals of Lots, Tracts and Dwelling Units and to take such other practical measures as the Association and the Club Owner may mutually agree (each in their sole discretion and without any obligation for the expenditure of money) so that they each may always have current information about the ownership of and tenancies at the Lots, Tracts and Dwelling Units solely to the extent necessary to best ensure the enjoyment of the benefits intended to be conferred on the Association and the Club Owner, respectively, under this Declaration.”

(Signature page follows)

The undersigned is the Secretary of The Point Owners Association, Inc. and certifies the adoption of this amendment, and does hereby certify that approval of this amendment was obtained as required by the Bylaws and in accordance with North Carolina law, and that this amendment to the Declaration has been duly adopted to be effective upon recordation in the Office of the Register of Deeds for Iredell County, North Carolina.

THE POINT OWNERS ASSOCIATION, INC.

By: Jennifer M. Hensley
Name: Jennifer M. Hensley
Title: Secretary

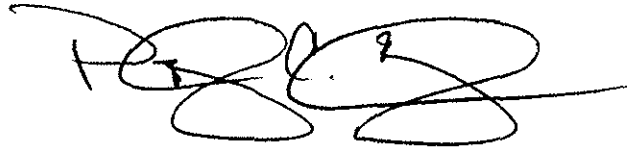
STATE OF NORTH CAROLINA

COUNTY OF IREDELL

I, Patty C. Clontz, a Notary Public for said County and State, do hereby certify that Jennifer M. Hensley personally appeared before me this day and acknowledged that he/she is the Secretary of The Point Owners Association, Inc., a North Carolina nonprofit corporation (the "corporation") and that by authority duly given, he duly executed the foregoing instrument on behalf of the corporation as its act and deed.

Witness my hand and official stamp or seal this 04th day of April, 2012.

My Commission Expires: 12-17-16



Patty C Clontz
NOTARY PUBLIC
Iredell County, NC
My Commission Expires December 17, 2016

By its execution below, the Declarant hereby consents to the amendments set forth herein.

DECLARANT

THE POINT ON NORMAN, LLC
a North Carolina limited liability company

By: James F. Martin
Its: Vice President

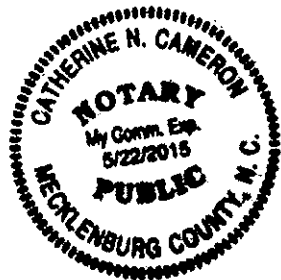
STATE OF NORTH CAROLINA

COUNTY OF ~~IREDELL~~ ^{CNC} Mecklenburg

I, Catherine N. Cameron, a Notary Public for said County and State, do hereby certify that James F. Martin personally came before me this day and acknowledged that he is Vice President of The Point on Norman, LLC, a North Carolina limited liability company (the "LLC"), and that by authority duly given, he duly executed the foregoing instrument on behalf of the LLC as its act and deed.

Witness my hand and official stamp or seal this 3rd day of April, 2012.

My Commission Expires: 5/22/2015



Catherine N. Cameron
Signature of Notary

Catherine N. Cameron
Printed Name of Notary

Attached to Certification of Amendment
to Declaration dated April __, 2012
(re Declaration of Covenants, Conditions and
Restrictions for the Point)

ACKNOWLEDGED AND AGREED TO:

TNGC Charlotte LLC,
a Delaware limited liability company

By: _____

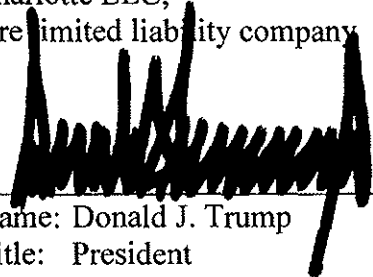

Name: Donald J. Trump
Title: President

EXHIBIT D
Club Property
(see attached)

Lying and being situate in Iredell County, North Carolina, and more particularly described as follows:

The following is a legal description describing the boundary of The Point on Norman, LLC property consisting of the Golf Course and The Amenity.

The legal description is a compilation of The Point record maps recorded in Iredell County Register of Deeds. The total area consists of 193.273 Acres.

TRACT 1 (Consisting of Golf Holes 1, and 3):

Commencing from NCGS Monument "Chuck" (NAD 83) having the grid coordinates of N = 661,240.80, E = 1,427,833.56, and combined factor = 0.999951, S 13-26-16 E 5878.74 feet (Grid Distance) 5678.58 feet (Ground Distance) to the Point of Beginning having NCGS Coordinates N = 655,720.45, E = 1,429,152.53 being a common corner to Lot #1 as recorded in Map Book 44 Page 29, thence adjoining the boundaries of The Point Phase 3, Map Book 33 Page 36-101, The Point Phase 4, Map Book 35 Page 137-143, Map Book 30 Page 110-118, Map Book 39 Page 154 and Map Book 46 Page 33, the following courses and distances:

- 1 N 56-31-38 W 348.48 feet
- 2 N 25-40-19 E 228.80 feet
- 3 N 25-40-19 E 97.48 feet
- 4 N 03-03-32 N 118.39 feet
- 5 N 03-03-32 W 92.92 feet
- 6 N 65-26-31 E 9.68 feet
- 7 N 19-41-53 W 36.01 feet
- 8 N 07-02-04 W 28.60 feet
- 9 N 12-07-28 E 14.49 feet
- 10 N 19-48-07 E 21.16 feet
- 11 N 23-29-12 W 43.67 feet
- 12 N 09-01-31 E 54.43 feet

ALTA COMMITMENT -- 2008
CHICAGO TITLE INSURANCE COMPANY

Number	12-0002858		
13	N 48-29-32 E	39.96	feet
14	N 79-24-57 E	49.32	feet
15	S 74-55-44 E	148.84	feet
16	N 14-52-51 E	95.97	feet
17	S 36-59-39 E	18.17	feet
18	N 10-53-51 E	136.83	feet
19	N 01-44-44 E	49.57	feet
20	N 00-54-46 E	46.46	feet
21	N 16-49-31 E	41.52	feet
22	N 83-04-15 E	17.55	feet
23	N 18-52-51 E	53.86	feet
24	N 03-48-18 W	64.81	feet
25	N 83-04-15 E	18.02	feet
26	N 03-48-18 W	131.93	feet
27	N 11-38-15 W	44.18	feet
28	N 11-38-15 W	1.83	feet
29	N 11-38-15 W	104.86	feet
30	N 21-33-33 W	46.53	feet
31	N 21-10-06 W	63.19	feet
32	N 12-46-49 W	64.51	feet
33	N 03-34-57 W	49.90	feet
34	N 03-34-57 W	3.27	feet
35	N 13-22-09 W	75.51	feet
36	N 15-25-31 W	68.10	feet
37	N 15-25-31 W	1.35	feet
38	N 09-02-13 W	53.54	feet
39	N 10-13-13 W	67.85	feet
40	N 06-30-09 W	69.28	feet
41	N 26-26-55 W	6.56	feet
42	N 26-26-55 W	186.20	feet
43	N 35-47-35 W	53.19	feet
44	N 35-47-35 W	46.73	feet
45	N 23-59-24 W	105.25	feet
46	N 23-59-24 W	9.72	feet
47	N 32-49-10 W	76.47	feet
48	N 38-34-08 W	125.06	feet
49	N 09-38-41 W	52.10	feet
50	N 61-63-20 W	64.19	feet
51	N 67-57-35 W	5.38	feet
52	N 67-57-35 W	55.68	feet
53	N 66-56-11 W	60.70	feet
54	N 39-03-44 W	3.39	feet
55	N 39-03-44 W	92.08	feet
56	N 47-39-31 W	45.19	feet
57	N 43-09-48 W	192.05	feet
58	N 05-04-24 E	109.90	feet
59	N 83-56-26 W	57.44	feet
60	S 83-42-16 W	48.33	feet
61	S 76-45-20 W	51.65	feet
62	S 62-16-23 W	26.29	feet
63	S 82-36-23 W	25.31	feet
64	S 76-47-45 W	39.58	feet
65	S 81-09-35 W	44.85	feet
66	S 81-09-35 W	6.22	feet
67	S 81-09-24 W	67.72	feet
68	N 68-24-24 W	34.54	feet
69	S 78-59-38 W	4.68	feet
70	S 78-59-38 W	105.69	feet

to a point in the right of way of White Horse Drive, thence with a curve to the left having a radius= 378.00 feet, length = 170.25 feet and a chord bearing and

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distance of N 06-36-53 W 169.82 feet, thence the following courses and distances

72	N	65-50-06	E	209.82	feet
73	S	88-11-05	E	34.66	feet
74	S	88-11-05	E	61.77	feet
75	S	88-11-05	E	66.74	feet
76	S	74-28-39	E	21.44	feet
77	S	74-53-30	E	40.03	feet
78	N	73-24-54	E	83.98	feet
79	S	84-22-30	E	69.38	feet
80	N	79-47-31	E	0.66	feet
81	S	79-47-31	E	69.81	feet
82	S	78-16-00	E	57.01	feet
83	N	84-02-09	E	35.18	feet
84	N	64-02-09	E	20.69	feet
85	N	80-47-33	E	114.78	feet
86	S	43-58-45	E	40.68	feet
87	S	30-57-14	E	31.63	feet
88	S	14-21-08	E	36.17	feet
89	S	02-18-07	E	39.83	feet
90	S	13-59-32	W	40.44	feet
91	S	02-44-18	W	30.44	feet
92	S	83-88-32	E	80.89	feet
93	S	44-28-52	E	34.72	feet
94	S	68-00-57	E	97.98	feet
95	S	65-00-57	E	25.20	feet
96	S	72-39-37	E	68.81	feet
97	S	80-80-22	E	86.58	feet
98	S	68-42-48	E	26.94	feet
99	S	82-42-48	E	88.28	feet
100	S	49-46-14	E	20.22	feet
101	S	24-12-51	E	73.37	feet
102	S	43-07-16	E	67.08	feet
103	S	38-48-18	E	93.92	feet
104	S	28-39-54	E	77.14	feet
105	S	24-24-45	E	81.32	feet
106	S	24-24-45	E	45.71	feet
107	S	36-07-24	E	69.80	feet
108	S	55-53-03	E	80.69	feet
109	S	20-00-44	E	61.76	feet
110	S	26-07-24	E	26.92	feet
111	S	36-07-24	E	48.45	feet
112	S	03-51-18	E	88.10	feet
113	S	03-51-18	E	160.00	feet
114	S	03-51-18	E	161.79	feet
115	S	03-51-18	E	47.72	feet
116	S	03-12-32	W	114.85	feet
117	S	14-28-21	W	67.02	feet
118	S	04-11-52	E	98.01	feet
119	S	80-58-25	W	42.05	feet
120	S	08-14-29	W	87.38	feet
121	S	03-48-38	W	64.20	feet
122	S	00-47-21	W	43.60	feet
123	S	09-03-14	W	53.68	feet
124	S	16-17-26	E	66.58	feet
125	S	16-17-26	E	74.92	feet
126	S	10-42-15	E	29.42	feet
127	S	05-31-10	W	15.18	feet
128	S	21-39-43	E	108.04	feet
129	S	43-21-31	E	84.14	feet

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130 S 66-82-43 E 55.70 feet
131 S 88-27-06 E 7.38 feet

to a point, thence with a curve to the left having a radius= 100.00 feet
length= 314.16 feet and a chord bearing and distance of S 31-32-54 W 200.00
feet, thence the following courses and distances

133 S 58-27-08 E 74.88 feet
134 S 31-21-54 W 32.21 feet
135 S 88-16-58 W 38.79 feet
136 S 53-56-37 W 89.86 feet
137 S 84-17-23 W 48.69 feet
138 S 08-31-46 W 108.78 feet
139 S 36-34-42 W 148.70 feet
140 N 36-49-46 W 48.45 feet
141 S 41-06-30 W 83.80 feet
142 S 41-03-59 W 89.45 feet

to the Point of Beginning containing 24.745 acres.

TRACT 2 (Consisting of Golf Hole 4)

Commencing from NCGS Monument "Chuck" (NAD 83) having the grid coordinates of
N = 661,240.80, E = 1,427,833.56, and combined factor = 0.999851, S 03-31-00 W
2285.29 feet (Grid Distance) 2285.63 feet (Ground Distance) to the Point of
Beginning Having NCGS Coordinates N = 688,359.81, E = 1,427,693.28 being a
point in the Northern right of way of Herston Hill Drive as shown on The Point
Phase 4, Map Book 38 Page 137-143, thence adjoining the boundaries of The Point
Phase 4 and Bay Harbour Road Map Book 24 Page 114-118, the following courses
and distances:

Thence S 42-47-51 W 26.23 feet to a point, thence with a curve to the right
having a radius = 25.00 feet, length = 35.82 feet and a chord bearing and
distance of S 83-50-46 W 34.83 feet to a point in the right of way of White
Horse Drive, thence with a curve to the left having a radius = 375.00 feet,
length = 118.76 feet and a chord bearing and distance of W 64-10-41 N 118.36
feet to a point, thence with a curve to the right having a radius = 25.00 feet,
length = 33.54 feet and a chord bearing and distance N 34-41-49 W 31.16 feet to
a point, thence with a curve to the left having a radius = 189.96 feet, length
= 63.87 feet and a chord bearing and distance of N 08-44-42 W 43.37 feet to a
point, thence N 18-20-49 W 65.12 feet to a point, thence with a curve to the
right having a radius = 325.00 feet, length = 146.56 feet and a chord bearing
and distance of N 02-25-39 W 143.33 feet to a point, thence N 10-29-30 W 103.56
feet, thence with a curve to the left having a radius = 188.34 feet, length =
130.97 feet and a chord bearing and distance of W 09-22-02 N 128.37 feet to a
point, thence leaving the right of way of Tackerauck Drive the following
courses and distances:

10 N 80-10-27 E 102.09 feet
11 N 07-37-19 E 61.97 feet
12 N 09-30-24 E 56.24 feet
13 N 04-38-53 E 53.22 feet
14 N 28-54-36 E 38.88 feet
15 N 32-06-27 E 52.26 feet
16 N 28-00-40 W 4.07 feet
17 N 18-00-40 E 88.75 feet
18 N 30-50-03 E 16.31 feet
19 N 30-50-03 N 101.94 feet
20 N 62-58-21 W 82.87 feet
21 N 39-38-22 E 89.51 feet
22 N 36-41-01 E 12.90 feet

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23	N 36-41-01 W	39.17 feet
24	N 36-05-35 E	62.38 feet
25	N 79-05-42 E	87.50 feet
26	N 05-21-59 W	39.25 feet
27	N 05-22-04 W	50.00 feet

To a point in the southern right of way of Bay Harbour Road, Map Book 24 Page 114-115, thence with a curve to the left having a radius = 610.92 feet, length = 54.14 feet and a chord bearing and distance of N 81-37-29 E 54.11 feet to a point, thence with a curve to the left having a radius = 564.50 feet, length = 61.73 feet and a chord bearing and distance of N 71-37-31 E 61.70 feet to a point, thence N 68-29-34 E 24.40 feet to a point, thence with a curve to the right having a radius = 30.00 feet, length = 11.34 feet and a chord bearing and distance of N 73-16-21 W 11.34 feet to a point in Brawley School Road 90 foot Right of Way, thence with Right of Way S 21-33-49 E 388.55 feet, thence leaving the Right of Way the following courses and distances:

33	S 68-41-02 W	242.34 feet
34	S 69-41-02 W	7.53 feet
35	S 35-22-24 W	89.64 feet
36	N 07-13-16 W	75.95 feet
37	N 58-44-27 W	17.95 feet
38	S 31-02-18 W	122.81 feet
39	S 34-13-87 W	101.73 feet
40	S 23-08-44 W	21.42 feet
41	S 23-08-44 W	244.23 feet
42	S 30-39-18 N	64.24 feet
43	S 28-26-25 W	5.00 feet
44	S 28-38-25 W	228.17 feet
45	S 04-15-03 W	101.26 feet
46	S 47-30-54 E	72.35 feet

To the Point of Beginning containing 8.549 Acres.

TRACT 3 (Consisting of Golf Hole 5)

Commencing from NCGS Monument "Chuck" (NAD 83) having the grid coordinates of N = 561,240.80, E = 1,427,833.36, and combined factor = 0.999651, S 24-02-28 E 124.68 feet (Grid Distance) 124.78 feet (Ground Distance) to the Point of Beginning having NCGS Coordinates N = 460,122.42, E = 1,428,332.43 being a point in the eastern right of way of Brawley School Road and the southwest corner of The Point Phase 3 Lot 272, thence adjoining the boundaries of The Point Phase 3 Map Book 32 Page 101-106, Map Book 30 Page 110-118, The Point Phase 2 Map Book 32 Page 78-88, the following courses and distances:

1	N 68-26-11 E	37.25 feet
2	S 81-26-59 E	69.64 feet
3	S 64-01-14 E	73.99 feet
4	S 74-19-43 E	30.30 feet
5	S 70-15-41 E	125.46 feet
6	S 72-18-17 E	125.18 feet
7	S 79-55-28 E	125.56 feet
8	N 86-38-03 E	130.47 feet
9	S 75-15-59 E	133.11 feet
10	N 74-58-03 W	19.00 feet
11	S 74-21-46 E	170.70 feet
12	S 71-49-08 E	21.17 feet
13	S 10-54-11 W	6.81 feet
14	S 10-54-11 W	4.85 feet
15	S 23-26-25 W	18.08 feet
16	S 40-28-10 W	15.44 feet

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17	N 00-00-13 W	20.35 feet
18	N 66-50-48 W	26.61 feet
19	N 73-20-57 E	10.16 feet
20	N 73-20-57 W	18.83 feet
21	N 81-43-10 E	16.30 feet
22	N 46-48-40 E	32.00 feet
23	N 09-29-57 E	55.03 feet
24	N 09-30-31 E	50.36 feet
25	N 78-19-34 E	67.12 feet
26	N 55-36-02 E	16.80 feet
27	N 21-42-39 E	98.58 feet
28	N 69-34-12 E	21.81 feet
29	N 78-34-20 E	23.16 feet
30	S 51-34-03 E	13.67 feet
31	S 69-36-00 E	11.02 feet
32	S 47-47-30 E	27.94 feet
33	S 38-27-52 E	27.47 feet
34	S 32-16-43 E	23.58 feet
35	S 36-50-48 E	73.89 feet

to a point in the right of way of Brawley Harbor Place, thence with a curve to the right having a radius = 170.00 feet, length = 20.92 feet and chord bearing and distance of S 53-13-01 W 20.90 feet thence the following courses and distances:

37	N 36-08-18 W	74.31 feet
38	N 33-42-59 W	28.13 feet
39	N 38-29-10 W	28.91 feet
40	N 47-33-35 W	24.98 feet
41	N 39-30-58 W	11.08 feet
42	N 48-15-01 W	10.07 feet
43	N 76-51-11 W	15.82 feet
44	S 69-07-05 E	16.98 feet
45	S 86-54-00 E	46.75 feet
46	S 49-56-14 W	51.48 feet
47	S 09-48-34 W	30.16 feet
48	S 69-13-43 W	21.88 feet
49	S 80-26-57 W	32.87 feet
50	N 88-00-41 W	49.42 feet
51	S 09-00-49 E	101.89 feet
52	S 77-21-21 W	64.27 feet
53	S 65-18-48 W	81.44 feet
54	S 85-44-01 W	22.87 feet
55	S 84-26-19 W	28.68 feet
56	N 82-08-41 W	24.35 feet
57	N 72-19-42 W	27.71 feet
58	N 72-19-42 W	21.23 feet
59	S 09-01-53 E	71.96 feet
60	N 66-43-48 W	40.68 feet
61	S 76-29-04 W	20.07 feet
62	N 77-10-26 W	32.89 feet
63	N 53-46-20 W	68.52 feet
64	N 88-10-04 W	48.79 feet
65	N 63-52-30 W	109.04 feet
66	N 64-38-04 W	127.96 feet
67	N 66-08-09 W	11.48 feet
68	N 89-19-23 W	33.38 feet
69	N 61-18-44 W	106.69 feet
70	N 45-52-17 W	96.47 feet
71	N 82-27-12 W	102.26 feet
72	S 66-14-22 W	79.88 feet

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73 N 21-33-49 W 231.11 feet

To the Point of Beginning Containing 7.742 Acres.

TRACT 4 (Consisting of Golf Hole 6)

Commencing from NCGS Monument "CHECK" (MAD 93) having the grid coordinates of N = 441,240.80, E = 1,427,833.56, and combined factor = 0.9999831, S 23-06-28 N 2681.84 feet (Grid Distance) 2681.84 feet (Ground Distance) to the Point of Beginning having NCGS coordinates N = 439,531.04, E = 1,429,978.16 being a point on the southern right of way of Brawley Harbor Place and the northeast corner of The Point Phase 2 lot 248, thence adjoining the boundaries of The Point Phase 2 Map Book 32 Page 78-80, The Point Phase 1C Map Book 31 Page 57-59, Map Book 30 Page 110-118, thence the following courses and distances:

(1) with the right of way of Brawley Harbor Place a curve to the right having a radius = 130.00 feet, length = 285.96 feet and a chord bearing and distance of S 61-38-54 E 231.70 feet, thence, (2) S 01-22-09 W 99.97 feet, thence, (3) with a curve to the left having a radius = 170.00 feet, length = 72.78 feet and a chord bearing and distance of S 10-52-28 E 72.18 feet, thence, (4) S 21-08-08 E 118.17 feet, thence a curve to the right having a radius = 330.00 feet, length = 142.25 feet and a chord bearing and distance of S 10-47-09 E 141.15 feet, thence, (5) with a curve to the right having a radius = 25.00 feet, length = 25.58 feet and a chord bearing and distance of S 30-51-10 W 24.46 feet, thence, (6) a curve to the left having a radius = 50.00 feet, length = 76.38 feet and a chord bearing and distance of S 15-22-32 W 69.17 feet, thence, (7) the following courses and distances:

8	S 58-06-58 W	82.39 feet
9	S 01-38-28 E	203.36 feet
10	S 17-33-06 E	212.92 feet
11	S 08-10-52 E	13.48 feet
12	S 54-43-24 W	25.00 feet
13	S 54-36-21 W	30.88 feet
14	S 30-53-05 W	23.46 feet
15	S 46-56-48 W	18.71 feet
16	S 39-25-50 W	30.49 feet
17	S 48-52-20 W	11.25 feet
18	S 48-52-20 W	15.81 feet
19	S 55-53-46 W	45.78 feet
20	S 37-46-56 W	21.83 feet
21	S 42-44-59 E	29.41 feet
22	N 69-02-13 E	23.81 feet
23	N 47-24-37 E	29.26 feet
24	N 59-36-04 E	10.63 feet
25	N 59-38-08 E	15.32 feet
26	N 64-29-15 E	21.39 feet
27	N 80-14-17 E	23.67 feet
28	S 87-52-52 E	21.72 feet
29	N 06-33-48 W	8.14 feet
30	N 51-13-32 E	9.51 feet
31	N 61-19-54 E	34.14 feet
32	S 84-42-30 E	15.57 feet
33	N 52-34-26 E	13.82 feet
34	N 59-08-52 W	34.37 feet
35	N 88-09-44 E	29.15 feet
36	N 63-32-11 E	28.32 feet
37	S 79-30-46 E	28.30 feet
38	S 17-58-46 E	191.74 feet
39	S 09-53-08 W	97.71 feet
40	S 38-32-57 W	84.54 feet

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41	N 64-38-59 W	100.14 feet
42	S 24-53-36 E	129.26 feet
43	S 62-06-32 W	20.00 feet
44	N 23-21-53 W	232.71 feet
45	N 83-33-53 W	86.24 feet
46	N 56-41-51 W	97.99 feet
47	N 28-08-00 W	1.06 feet
48	N 28-08-00 W	163.74 feet
49	N 12-48-48 W	198.88 feet
50	N 39-17-19 W	178.20 feet
51	N 07-44-07 W	247.80 feet
52	N 13-04-11 E	288.16 feet
53	N 30-28-29 E	68.39 feet
54	N 03-27-13 E	76.37 feet
55	N 26-10-37 E	71.15 feet
56	N 07-12-48 E	49.81 feet
57	N 11-40-12 E	116.39 feet
58	N 06-11-44 W	83.83 feet
59	N 37-59-01 W	49.87 feet

To the Point of Beginning containing 10.249 Acres.

TRACT 5 (Consisting of a portion of Golf Hole 7);

Commencing from NCGS Monument "Chuck" (MAD 83) having the grid coordinates of N = 661,240.80, E = 1,427,833.56, and combined factor = 0.999881, S 37-52-35 E 4266.75 feet (Grid Distance) 4267.40 feet (Ground Distance) to the Point of Beginning having NCGS Coordinates N = 657, 873.14, E = 1,430,453.50, being a point in the southern right of way of Quaker Road and The Point Phase 1C Lot 6, thence adjoining the boundaries of The Point Phase 1C Map Book 31 Page 57-58, Map Book 30 Page 110-118 and Map Book 44 Page 185 the following courses and distances:

1	S 46-13-19 E	358.16 feet
2	S 58-31-23 W	51.46 feet
3	S 58-49-27 W	28.24 feet
4	S 10-58-32 W	42.26 feet
5	S 66-03-13 W	22.16 feet
6	S 80-37-50 W	18.12 feet
7	N 85-23-38 W	28.38 feet
8	S 86-12-10 W	29.76 feet
9	N 73-39-34 W	49.84 feet
10	N 83-28-43 W	239.11 feet
11	N 02-30-23 W	38.00 feet

Thence with a curve to the right having a radius = 178.00 feet, length 197.36 feet and chord bearing and distance of N 29-48-04 E 187.06 feet, thence

12	N 62-06-32 E	81.81 feet
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To the point of beginning containing 1.988 Acres.

TRACT 6 (Consisting of a portion of Golf Hole 7 and Golf Hole 8);

Commencing from NCGS Monument "Chuck" (MAD 83) having the grid coordinates of N = 661,240.80, E = 1,427,833.56, and combined factor = 0.999881, S 34-06-28 E 4662.24 feet (Grid Distance) 4662.94 feet (Ground Distance) to the Point of Beginning having NCGS Coordinates N = 657,380.84, E = 1,430,447.92, being a point at a common corner of The Point Phase 1C Lot 7 and 8, thence adjoining the boundaries of The Point Phase 1C Map Book 31 Page 57-58, Map Book 32 Page

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144, Map Book 30 Page 110-111, The Point Phase 1B Map Book 31 Page 49-51, Map Book 30 Page 154, thence the following courses and distances:

1	N 78-08-22 E	17.53 feet
2	N 78-08-22 W	26.18 feet
3	N 16-43-55 E	16.40 feet
4	N 56-16-40 E	28.74 feet
5	N 79-03-27 E	63.96 feet
6	N 72-59-38 E	53.03 feet
7	N 55-49-33 E	27.68 feet
8	N 72-01-56 E	32.00 feet
9	N 72-12-07 E	43.38 feet
10	S 89-53-18 E	29.73 feet
11	S 57-44-02 E	13.37 feet
12	S 34-47-31 E	13.49 feet
13	S 32-35-52 E	5.77 feet
14	S 23-02-30 E	10.26 feet
15	S 59-46-56 E	10.07 feet
16	S 29-24-57 E	36.70 feet
17	S 26-10-08 E	50.31 feet
18	S 31-59-30 E	23.74 feet
19	S 31-18-03 E	21.38 feet
20	S 12-27-44 E	17.47 feet
21	S 29-57-35 W	16.21 feet
22	S 16-49-13 N	33.62 feet
23	S 24-35-58 N	19.44 feet
24	S 81-20-36 N	18.97 feet
25	S 18-47-31 N	10.06 feet
26	S 59-04-59 W	24.23 feet
27	S 46-52-31 W	43.78 feet
28	S 45-34-08 W	20.87 feet
29	S 36-26-04 W	41.59 feet
30	S 54-33-48 W	36.27 feet
31	S 69-37-36 W	37.04 feet
32	S 59-31-17 W	40.53 feet
33	S 65-43-46 W	15.58 feet
34	S 26-30-25 W	10.61 feet
35	S 50-17-49 W	26.59 feet
36	S 43-51-24 W	46.48 feet
37	S 45-16-57 W	18.38 feet
38	S 45-16-57 W	8.28 feet
39	S 70-30-04 E	28.35 feet
40	N 79-40-07 E	30.32 feet
41	N 79-40-07 E	16.56 feet
42	N 60-45-02 E	56.89 feet
43	N 65-40-04 E	10.40 feet
44	S 25-36-38 W	109.75 feet
45	S 15-22-29 W	118.19 feet
46	S 25-49-34 W	155.65 feet
47	S 53-34-02 W	6.39 feet
48	S 22-56-44 W	124.24 feet
49	S 31-09-32 W	126.12 feet
50	S 15-36-38 W	94.65 feet
51	S 54-08-48 W	34.00 feet
52	S 87-31-30 W	128.33 feet
53	S 27-27-08 W	128.01 feet
54	S 21-58-12 W	136.80 feet
55	S 16-46-49 W	109.98 feet
56	S 24-12-26 E	190.02 feet

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To a point in the northern right of way of Chatham Road, thence with a curve to the left having a radius = 330.00 feet, length = 81.79 feet and a chord bearing and distance of S 43-58-13 W 81.74 feet, thence S 39-43-54 W 77.08 feet, thence with a curve to the right having a radius = 198.08 feet, length = 353.92 feet and a chord bearing and distance of N 88-16-06 W 307.31 feet, thence N 36-14-37 W 60.80 feet, thence with a curve to the left having a radius = 1,177.33 feet, length = 52.78 feet and a chord bearing and distance of N 37-33-37 W 52.78 feet, thence the following courses and distances:

62	N 28-35-08 E	111.83 feet
63	N 10-14-08 E	126.15 feet
64	N 08-47-44 E	134.27 feet
65	N 41-06-51 E	38.88 feet
66	N 30-00-40 E	196.44 feet
67	N 60-09-35 W	38.42 feet
68	N 26-35-08 E	137.95 feet
69	N 27-41-42 E	80.63 feet
70	S 67-28-16 E	30.42 feet
71	N 25-22-22 E	128.61 feet
72	N 40-50-22 E	141.08 feet
73	N 29-01-52 E	61.68 feet
74	N 30-40-28 E	259.96 feet
75	N 32-28-24 E	311.87 feet
76	N 44-41-20 E	122.48 feet
77	N 31-04-36 W	139.47 feet
78	S 87-29-37 W	84.34 feet

To the point of beginning containing 14.124 Acres.

TRACT 7 (Consisting of Golf Hole #1)

Commencing from NCGS Monument "Chuck" (NAD 83) having the grid coordinates of N = 661,240.80, E = 1,427,833.56 and combined factor = 9.999951, S 18-43-34 E 5,938.46 feet (Grid Distance) 5,936.74 feet (Ground Distance) to the Point of Beginning having NCGS coordinates N=652,688.17, E=1,429,708.49 being the common corner of The Point Phase 1B Lot 2 and the Right of Way of Chatham Road, Map Book 31 Pages 49 - 51, thence adjoining the boundaries of The Point Phase 1B Map Book 31 Pages 49 - 51, Map Book 30 Page 110-118, The Point Phase 1A Map Book 31 Pages 42 - 47, The Point Phase 1A Lot 134 Map Book 30 Page 137, Map Book 47 Page 87, the following courses and distances;

(1) with a curve to the right having a radius = 1,127.33 feet length = 24.27 feet a chord bearing and distance of S 36-53-36 E 24.27 feet, thence, (2) S 16-14-37 E 60.81 feet, thence, (3) with a curve to the left having a radius = 248.00 feet length = 426.42 feet and a chord bearing and distance S 36-08-16 E 374.60 feet, thence with the following courses and distances

4	S 31-11-31 E	68.15 feet
5	W 86-34-50 E	85.15 feet
6	S 38-43-28 E	189.70 feet
7	N 77-32-03 W	34.19 feet
8	E 78-49-01 W	47.57 feet
9	S 79-26-43 W	31.84 feet
10	N 66-50-51 W	85.02 feet
11	S 71-58-14 W	49.29 feet
12	N 80-27-35 W	89.68 feet
13	N 78-33-16 W	27.09 feet
14	N 81-33-19 W	48.33 feet
15	N 83-57-23 W	37.36 feet
16	N 84-19-33 W	46.28 feet
17	N 64-31-84 W	49.15 feet

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18	N 88-17-51 W	37.12 feet
19	N 20-38-25 W	40.83 feet
20	N 84-81-40 N	44.87 feet
21	N 87-24-88 W	38.16 feet
22	S 74-50-17 W	39.18 feet
23	S 40-08-36 W	19.30 feet
24	N 78-02-14 W	23.74 feet
25	S 30-38-27 W	42.47 feet
26	S 34-18-18 E	29.89 feet
27	S 89-30-50 E	21.80 feet
28	S 85-36-48 E	29.44 feet
29	S 74-48-41 E	13.19 feet
30	S 77-31-19 E	17.13 feet
31	S 77-37-21 E	32.84 feet
32	S 47-20-51 E	18.87 feet
33	S 11-59-04 E	40.80 feet
34	S 41-27-87 E	22.45 feet
35	S 47-01-44 E	63.34 feet
36	S 62-41-51 E	48.17 feet
37	S 37-47-31 E	3.84 feet
38	N 74-47-10 N	17.39 feet
39	S 74-47-10 W	130.15 feet
40	S 79-01-80 W	4.74 feet
41	S 79-01-80 W	128.56 feet
42	S 73-49-35 W	5.19 feet
43	S 73-49-35 W	42.62 feet
44	S 73-49-35 W	65.97 feet
45	S 73-49-35 W	11.83 feet
46	S 84-03-58 W	107.10 feet
47	S 78-50-00 W	119.84 feet
48	S 89-39-52 W	120.08 feet
49	N 41-14-44 W	74.81 feet
50	N 41-14-44 W	26.44 feet
51	N 02-59-49 W	80.11 feet
52	N 20-20-08 E	47.13 feet
53	N 42-83-12 E	71.02 feet
54	N 78-13-44 E	24.79 feet
55	N 74-10-26 E	172.74 feet
56	N 74-10-26 E	180.44 feet
57	N 46-02-31 E	168.86 feet
58	N 48-11-05 E	139.72 feet

to the Point of Beginning Containing 7.155 acres.

Less and Except the following described property:

Located in Davidson Township, Iredell County, North Carolina and being all of Tract A, a 0.020 acre or 855 square feet parcel, more or less, as shown on that certain survey of Mark S. Pence, PLS L-3680 dated September 18, 2009 entitled "Conveyance Survey of 0.020 Acre The Point Lake and Golf Club" and more particularly described as follows:

Beginning at a point located on the boundary line of The Point Lake and Golf Club, Inc., Golf Course Hole #9, Plat Book 30, at Page 112, Tax Parcel # 4638-08-0668, Iredell County, North Carolina, now or formerly; said point of beginning being the common corner of Lot # 124, The Point on Norman, Phase 1A, Map 1, Plat Book 31, at Page 42, David Gandy and wife Carolyn Gandy, Deed Book 1783, at page 789, now or formerly and Lot # 123, The Point on Norman, Phase 1A, Map 1, Plat Book 31, at Page 42, Timothy W. Wilson and Anna Marie Wilson, Deed Book 1850, at page 363, now or formerly, Thence running with the dividing line of Gandy and The Point Lake and Golf Club, Inc. South 74-47-10 West 19.61

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feet to a #4 rebar set; thence forming the following new property line of The Point Lake and Golf Club, Inc. North 23-37-44 West 80.67 feet to a #4 rebar set located on the 760 contour elevation (NGVD 29) of Lake Norman; thence running along the following three (3) lines along the 760 contour elevation of Lake Norman: (1) South 47-01-44 East 18.07 feet to a point; (2) South 52-41-51 East 43.17 feet to a point; (3) South 37-47-31 East 2.81 feet to a #4 rebar found in the boundary line of Wilson (Lot # 113, The Point on Norman, Phase 1A, Map 1, Plat Book 31, at Page 42, Deed Book 1450, at page 363, now or formerly); thence running with the dividing line of Wilson and The Point Lake and Golf Club Inc. South 74-47-10 West 17.39 feet to the point and place of beginning.

TRACT 8 (Consisting of Golf Hole 10):

Commencing from NCOS Monument "Chuck" (NAD 83) having the grid coordinates of N = 661,240.80, E = 1,427,833.86, and combined factor = 0.899881, thence # 05-23-40 N 8,721.82 feet (grid distance) 5,722.67 feet (ground distance) to the Point of Beginning having NCOS Coordinates N= 635,843.47, E= 1,428,371.35 being a common corner of Lot 563 and the right of way of Polpis Drive as recorded in Map Book 33 Page 69, thence adjoining the boundaries of The Point Phase 6 Map Book 33 Pages 96-101, The Point Phase 6 Map Book 36 Pages 141-144, Map Book 30 Pages 110-118, Map Book 33 Page 69, and Map Book 44 Page 29 the following courses and distances:

(1) with a curve to the left having a radius = 750.00 feet length = 111.33 feet and a chord bearing and distance of S 47-38-35 E 111.23 feet, thence, (2) with a curve to the right having a radius=125.00 feet length = 59.70 feet and a chord bearing and distance of S 38-12-50 E 59.13 feet, thence with the following courses and distances:

3	S 63-49-48 W	43.41 feet
4	S 44-29-13 W	19.92 feet
5	S 80-08-50 W	77.41 feet
6	S 14-56-14 W	60.06 feet
7	S 18-49-38 W	19.97 feet
8	S 33-41-30 W	58.48 feet
9	S 07-57-52 W	52.89 feet
10	S 43-28-01 W	37.72 feet
11	S 22-19-32 W	73.98 feet
12	S 43-05-23 W	21.31 feet
13	S 44-38-44 W	63.44 feet
14	S 66-54-24 W	58.44 feet
15	S 39-18-13 W	28.39 feet
16	S 59-38-55 W	29.03 feet
17	S 26-37-32 W	73.61 feet
18	S 36-00-20 W	92.43 feet
19	S 26-23-27 W	26.72 feet
20	S 60-51-01 W	47.53 feet
21	S 72-27-20 W	20.23 feet
22	S 40-13-10 W	11.24 feet
23	S 60-13-10 W	11.87 feet
24	S 78-34-20 W	36.41 feet
25	S 57-54-40 W	38.76 feet
26	S 71-22-28 W	219.24 feet
27	N 18-37-32 W	43.55 feet

to a point, thence, (28) with a curve to the left having a radius= 175.00 feet length = 199.29 feet and a chord bearing and distance of N 51-14-57 W 198.69 feet, thence, (29) N 83-52-33 W 142.85 feet to a point, thence, (30) with a curve to the left having a radius= 325.00 feet length= 92.36 feet and a chord bearing and distance of S 87-59-26 N 91.99 feet, thence with the following courses and distances:

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31	N 04-03-02 E	143.00 feet
32	N 41-35-23 W	42.81 feet
33	N 16-23-42 W	49.48 feet
34	N 69-31-28 E	37.96 feet
35	S 80-25-15 E	7.18 feet
36	N 74-19-59 E	10.01 feet
37	N 81-29-07 W	13.40 feet
38	N 82-07-14 E	37.03 feet
39	S 72-30-04 E	4.96 feet
40	S 72-15-28 E	17.68 feet
41	S 44-21-30 E	15.59 feet
42	S 66-25-51 E	36.18 feet
43	S 86-45-22 E	39.96 feet
44	N 85-14-17 E	33.28 feet
45	S 84-36-05 E	26.42 feet
46	S 71-55-39 E	36.42 feet
47	S 68-53-18 E	31.87 feet
48	S 80-32-26 E	31.48 feet
49	N 81-25-17 E	34.49 feet
50	N 73-38-19 E	16.36 feet
51	N 64-42-27 E	21.16 feet
52	N 82-30-23 E	15.78 feet
53	N 87-38-41 E	16.98 feet
54	N 87-38-14 E	19.26 feet
55	S 80-39-09 E	11.00 feet
56	N 38-11-00 W	19.33 feet
57	N 76-16-01 W	23.37 feet
58	N 86-30-30 W	8.85 feet
59	N 28-42-04 W	19.41 feet
60	N 17-09-30 W	8.68 feet
61	S 82-36-13 E	7.41 feet
62	S 79-13-02 E	28.62 feet
63	S 79-13-02 E	10.88 feet
64	N 79-26-16 E	19.74 feet
65	S 68-51-01 E	29.73 feet
66	S 82-43-53 E	27.19 feet
67	N 79-35-13 E	28.03 feet
68	S 74-44-19 E	23.70 feet
69	N 72-30-41 E	61.41 feet
70	S 66-09-49 E	28.60 feet
71	N 85-28-19 E	73.60 feet
72	N 63-25-50 W	67.82 feet
73	N 09-31-23 E	22.76 feet
74	N 67-43-14 E	83.70 feet
75	N 21-06-32 E	12.99 feet
76	N 21-06-32 E	18.14 feet
77	N 83-19-14 E	22.45 feet
78	N 83-45-53 E	41.72 feet
79	N 41-15-12 E	27.84 feet
80	N 42-37-03 E	44.00 feet
81	N 81-25-04 E	39.36 feet
82	N 24-09-25 E	106.23 feet
83	N 41-51-25 E	41.64 feet
84	N 46-51-12 E	189.01 feet

To the Point of Beginning Containing 8.240 acres.

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TRACT 9 (Consisting of Golf Hole 11):

Commencing from NCGS Monument "Chuck" (MAD 83) having the grid coordinates of N = 661,240.88, E = 1,427,833.56, and combined factor = 0.999851, S 06-18-09 N 6,578.81 feet (grid distance) 6,576.49 feet (ground distance) to the Point of Beginning having NCGS Coordinates N=654,708.03 E=1,427,111.72 a common corner of Lot 431 and the right of way of Stonewall Branch Lane as recorded in Map Book 36 Pages 141-144, thence adjoining the boundaries of the Point Phase of Map Book 36 Pages 141-144, Map Book 50 Page 47, Map Book 45 Page 8, Map Book 37 Page 127, and Map Book 39 Page 66 the following courses and distances:

(1) N 72-35-40 E 39.90 feet to a point, thence, (2) with a curve to the right having a radius= 275.00 length= 109.19 feet and a chord bearing and distance of N 83-58-09 E 108.47 feet, thence with the following courses and distances:

3	S 18-39-41 E	229.35 feet
4	S 26-09-38 E	37.62 feet
5	S 25-03-38 E	38.42 feet
6	S 07-47-09 E	40.36 feet
7	S 11-30-55 E	50.33 feet
8	S 00-43-07 E	13.17 feet
9	S 00-43-07 E	74.28 feet
10	S 23-19-48 E	34.86 feet
11	S 22-31-40 E	24.40 feet
12	S 15-44-04 E	18.88 feet
13	S 12-23-49 E	29.80 feet
14	S 12-23-49 E	80.24 feet
15	S 13-48-37 E	75.16 feet
16	S 10-39-52 E	19.23 feet
17	S 10-39-52 E	78.83 feet
18	S 26-26-14 E	67.39 feet
19	S 18-44-11 E	76.87 feet
20	S 20-21-40 E	62.12 feet
21	S 20-21-40 E	14.38 feet
22	S 33-41-53 E	63.86 feet
23	S 02-33-21 E	93.94 feet
24	S 19-48-45 E	7.90 feet
25	S 19-48-45 E	28.28 feet
26	S 10-42-17 E	78.38 feet
27	S 16-06-20 E	61.38 feet
28	S 21-32-49 E	34.71 feet
29	S 08-26-46 W	68.59 feet
30	S 27-07-29 N	17.68 feet
31	N 69-17-13 N	29.28 feet
32	N 69-17-13 N	87.03 feet
33	N 55-59-40 N	76.49 feet
34	N 50-26-07 W	80.02 feet
35	N 16-47-17 W	81.42 feet
36	N 05-33-43 W	71.86 feet
37	N 28-29-11 W	38.64 feet
38	N 23-27-50 W	74.91 feet
39	N 29-16-04 W	46.91 feet
40	N 01-37-42 E	28.83 feet
41	N 20-22-04 N	77.93 feet
42	N 21-35-18 N	67.66 feet
43	N 18-04-26 W	89.03 feet
44	N 00-03-24 W	88.69 feet
45	N 03-01-47 N	142.62 feet
46	N 13-37-03 N	142.60 feet
47	N 01-38-29 E	45.38 feet
48	N 09-37-44 W	104.28 feet

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49 N 11-06-47 W 226.87 feet

to the Point of Beginning containing 6.944 acres.

TRACT 10 (Consisting of GOLF HOLE 12)

Commencing From NCGS Monument "Chuck" (MAD 83) having the grid coordinates of N = 461,240.90, E = 1,427,833.55, and combined factor = 0.9998881, S 02-44-49 W 8,272.66 feet (grid distance) 8,273.90 feet (ground distance) to the Point of Beginning having NCGS Coordinates N=452,977.64 E= 1,427,437.09 being a common corner to Lot 743-098 as recorded in Map Book 44 Page 31, thence adjoining the boundaries The Point Phase 7 Map Book 38 Pages 57-59, Map Book 44 Page 31, The Point Phase 8 Map Book 39 Pages 23-26, Map Book 30 Pages 116-118, the following courses and distances:

(1) with a curve to the right having a radius 328.00 feet length 30.01 feet and a chord bearing and distance of S 72-54-41 E 19.00 feet, thence with the following courses and distances:

- 2 S 39-34-46 W 34.22 feet
- 3 S 48-32-29 W 29.38 feet
- 4 S 41-29-23 W 43.59 feet
- 5 S 32-33-30 W 42.18 feet
- 6 S 48-13-28 W 24.05 feet
- 7 S 64-22-51 W 22.91 feet
- 8 S 76-33-16 W 38.76 feet
- 9 S 35-52-47 W 42.82 feet
- 10 S 46-43-47 W 23.88 feet
- 11 S 62-11-17 W 48.74 feet
- 12 S 54-59-39 W 19.67 feet
- 13 S 61-35-54 W 27.69 feet
- 14 S 26-18-23 W 78.14 feet
- 15 S 46-22-10 W 69.59 feet
- 16 S 49-09-40 W 90.27 feet
- 17 S 49-09-40 W 181.18 feet
- 18 S 78-50-12 W 92.40 feet
- 19 S 44-23-22 W 103.35 feet
- 20 S 79-23-31 W 69.02 feet
- 21 S 40-36-53 W 86.98 feet
- 22 S 40-36-53 W 76.38 feet
- 23 S 11-33-36 W 36.97 feet
- 24 S 32-17-43 W 37.81 feet
- 25 S 32-17-43 W 12.35 feet
- 26 S 38-23-51 W 42.70 feet
- 27 S 16-49-32 W 40.34 feet
- 28 S 16-49-32 W 40.34 feet
- 29 S 27-28-07 W 133.08 feet
- 30 S 27-28-07 W 21.87 feet
- 31 S 15-03-58 W 51.85 feet
- 32 S 49-56-06 W 38.75 feet
- 33 S 88-54-38 W 38.15 feet
- 34 S 49-46-33 W 87.78 feet
- 35 S 83-48-15 W 33.81 feet
- 36 N 74-09-54 W 42.20 feet
- 37 N 85-44-49 W 9.90 feet
- 38 S 75-50-22 W 36.17 feet
- 39 N 59-39-52 W 58.99 feet
- 40 S 84-42-36 W 18.41 feet
- 41 N 88-43-33 W 31.86 feet
- 42 S 88-03-17 W 40.33 feet
- 43 S 87-17-14 W 25.98 feet

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44	N 44-24-23 W	27.73 feet
45	N 49-46-08 W	31.25 feet
46	N 50-16-06 W	68.65 feet
47	N 03-13-38 E	55.64 feet
48	N 26-02-24 E	44.29 feet
49	N 53-42-08 E	17.02 feet
50	N 58-32-57 E	32.85 feet
51	N 79-57-34 E	33.89 feet
52	N 80-02-12 E	28.69 feet
53	N 02-10-43 E	22.13 feet
54	N 82-43-29 E	27.15 feet
55	N 83-31-09 E	22.10 feet
56	S 13-36-57 E	32.32 feet
57	S 73-27-28 E	25.62 feet
58	S 74-48-55 E	25.80 feet
59	S 87-03-21 E	28.06 feet
60	S 68-17-45 E	29.07 feet
61	N 61-11-36 E	15.95 feet
62	N 59-37-37 E	14.89 feet
63	N 47-34-06 W	28.07 feet
64	N 15-25-23 E	16.27 feet
65	N 29-30-44 W	24.03 feet
66	N 40-03-24 W	20.59 feet
67	N 44-19-20 W	27.49 feet
68	N 56-36-29 W	29.29 feet
69	N 07-18-38 E	23.26 feet
70	S 83-03-39 E	17.41 feet
71	N 27-12-33 E	10.62 feet
72	N 63-42-57 E	69.90 feet
73	N 47-08-25 E	53.60 feet
74	N 30-40-15 E	142.47 feet
75	N 30-40-15 E	93.49 feet
76	N 32-26-21 E	126.47 feet
77	N 47-04-09 E	104.18 feet
78	N 58-58-58 E	90.56 feet
79	N 43-46-24 E	59.12 feet
80	N 74-18-45 E	14.00 feet
81	N 74-18-45 E	122.67 feet
82	N 37-59-31 E	69.82 feet
83	S 20-38-20 W	15.96 feet
84	N 70-27-19 E	105.25 feet
85	N 51-17-31 E	55.43 feet
86	N 57-32-23 E	182.83 feet
87	N 48-58-09 E	64.59 feet
88	N 62-16-38 E	76.07 feet
89	S 47-26-43 E	70.98 feet
90	N 47-48-23 E	57.15 feet

To the Point of Beginning containing 3.198 acres.

TRACT 11 (Consisting of Golf Hole 13):

Commencing from MOGS Monument "Chuck" (NAD 83) having the grid coordinates of N = 661,240.80, E = 1,427,833.84, and combined factor = 0.999851, S 13-21-25 W 10,330.36 feet (grid distance) 10,231.88 feet (ground distance) to the Point of Beginning having MOGS Coordinates N=681,280.34, E= 1,425,499.13 being a common corner to Lot 143-809A as recorded in Map Book 39 Pages 23-26, thence adjoining the boundaries of The Point Phases of Map Book 39 Pages 23-26 and Map Book 39 Pages 110-114 the following courses and distances:

1	N 20-19-42 E	80.60 feet
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Number	11-0002858		
2	N 32-03-20	W	70.27 feet
3	S 66-28-38	E	80.62 feet
4	S 74-27-84	E	31.81 feet
5	S 56-06-48	E	33.39 feet
6	S 46-24-06	E	24.39 feet
7	S 49-57-32	E	34.19 feet
8	S 67-08-21	E	40.44 feet
9	S 88-59-38	E	36.75 feet
10	S 30-46-13	E	47.92 feet
11	S 30-46-13	E	55.63 feet
12	S 44-28-48	E	36.91 feet
13	S 81-12-30	E	27.41 feet
14	S 81-12-30	E	18.34 feet
15	S 88-32-40	E	32.83 feet
16	S 64-30-14	E	27.64 feet
17	S 63-09-18	E	25.04 feet
18	S 78-32-41	E	25.23 feet
19	S 88-58-48	E	30.23 feet
20	S 72-93-39	E	29.30 feet
21	S 48-33-14	E	18.86 feet
22	S 30-47-36	E	23.79 feet
23	S 23-44-08	E	26.16 feet
24	S 23-44-08	E	6.53 feet
25	S 27-07-24	E	21.59 feet
26	S 31-06-24	E	20.62 feet
27	S 37-28-31	E	33.18 feet
28	S 42-13-14	E	35.78 feet
29	S 47-23-07	E	31.88 feet
30	S 68-44-42	E	34.82 feet
31	S 66-21-86	W	98.20 feet
32	S 32-09-49	N	124.97 feet
33	N 09-23-50	E	15.02 feet
34	N 09-59-14	N	30.76 feet
35	N 80-00-69	N	27.90 feet
36	N 69-16-10	N	49.49 feet
37	S 89-38-44	W	16.30 feet
38	N 78-48-27	W	18.37 feet
39	N 80-12-48	W	33.49 feet
40	N 42-08-31	W	22.11 feet
41	N 39-87-89	W	24.81 feet
42	N 38-42-13	W	18.61 feet
43	N 28-19-41	W	37.82 feet
44	N 48-86-12	W	32.07 feet
45	N 59-02-09	W	28.94 feet
46	S 34-44-07	N	22.54 feet
47	N 77-02-38	W	24.47 feet
48	N 74-47-83	W	29.76 feet
49	N 88-19-06	W	31.32 feet
50	N 17-14-04	W	42.77 feet
51	N 14-38-06	W	33.02 feet
52	N 23-89-08	W	43.72 feet
53	N 03-48-32	W	26.88 feet
54	N 18-09-38	E	10.31 feet
55	N 78-34-29	N	20.92 feet
56	N 68-01-33	W	10.10 feet
57	N 81-86-29	W	21.64 feet
58	N 46-06-54	W	50.47 feet
59	N 83-53-09	W	31.26 feet
60	N 40-48-56	W	33.90 feet
61	N 55-36-10	W	28.62 feet
62	N 71-19-28	W	16.83 feet

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63 N 82-19-47 W 48.87 feet
64 N 79-16-43 W 39.93 feet
65 N 87-34-56 W 7.97 feet

To the Point of Beginning containing

TRACT 12 (Consisting of Golf Hole 14 and 15):

Commencing from NCGS Monument "Chuck" (NAD 83) having the grid coordinates of N = 661,240.80, E = 1,427,833.36, and combined factor = 0.9999431, S 06-58-12 W 16,806.60 feet (grid distance) 10,909.23 feet (ground distance) to the Point of Beginning having NCGS Coordinates N=660,414.80 E= 1,426,310.03 being a common corner to Lot 1204 as recorded in The Point Phase 12, Map Book 43 Pages 106-107, thence adjoining the boundaries of The Point Phase 12 Map Book 43 Pages 106-107, The Point Phase 11 Map 1 Map Book 41 Page 60, and Map Book 30 Pages 110-114 the following courses and distances:

(1) with a curve to the left having a radius 875.00 feet length 45.62 feet and a chord bearing and distance of S 72-41-22 E 45.62 feet, thence with the following courses and distances:

2	S 16-28-33 E	12.80	feet
3	S 12-39-40 E	51.19	feet
4	S 10-19-08 E	46.70	feet
5	S 08-07-28 E	44.02	feet
6	S 18-38-56 E	23.46	feet
7	S 30-03-24 E	19.19	feet
8	S 46-27-25 E	16.21	feet
9	S 58-15-54 E	24.72	feet
10	S 84-07-08 E	21.34	feet
11	N 83-54-21 E	64.71	feet
12	N 84-54-39 E	37.38	feet
13	S 84-29-58 E	41.81	feet
14	S 46-09-46 E	50.13	feet
15	S 42-39-21 E	44.58	feet
16	S 13-14-33 E	108.95	feet
17	S 16-04-31 W	70.34	feet
18	S 20-06-55 W	60.09	feet
19	S 13-31-42 N	91.47	feet
20	S 13-31-42 W	10.34	feet
21	N 13-05-12 W	52.09	feet
22	S 29-39-10 W	106.16	feet
23	S 29-39-10 W	14.16	feet
24	S 22-25-48 W	63.80	feet
25	S 15-31-20 W	82.89	feet
26	S 43-49-43 W	108.67	feet
27	S 08-29-27 W	97.33	feet
28	N 68-12-38 W	22.89	feet
29	N 79-29-41 W	44.18	feet
30	S 68-22-25 N	22.44	feet
31	S 64-51-48 N	28.38	feet
32	S 59-13-05 W	11.73	feet
33	S 56-19-42 W	25.82	feet
34	S 59-17-56 W	23.23	feet
35	S 69-17-56 W	19.84	feet
36	S 13-32-55 W	6.49	feet
37	N 88-32-15 N	11.67	feet
38	S 11-17-30 E	4.29	feet
39	N 78-39-37 W	12.46	feet
40	S 01-35-36 W	12.73	feet
41	S 83-09-38 N	21.44	feet

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42	S 00-49-21 W	17.13 feet
43	S 17-19-16 W	10.18 feet
44	N 28-59-07 E	8.08 feet
45	S 27-06-24 N	85.64 feet
46	S 35-16-46 E	48.24 feet
47	S 26-41-22 N	28.32 feet
48	S 29-26-45 W	36.99 feet
49	S 26-03-46 W	80.36 feet
50	S 43-54-37 N	41.58 feet
51	S 00-28-40 W	60.20 feet
52	S 29-52-28 W	21.64 feet
53	S 85-46-36 W	28.74 feet
54	S 86-20-38 W	21.66 feet
55	S 85-14-29 W	40.55 feet
56	N 78-53-54 W	37.54 feet
57	N 77-49-38 W	39.92 feet
58	N 76-00-32 W	40.92 feet
59	N 48-11-54 W	30.18 feet
60	N 33-28-35 W	40.26 feet
61	N 20-13-15 W	29.22 feet
62	N 84-37-53 W	38.04 feet
63	N 22-08-36 N	18.01 feet
64	N 02-25-34 E	30.34 feet
65	N 13-24-04 N	26.43 feet
66	N 42-48-50 W	27.43 feet
67	N 64-43-16 W	7.00 feet
68	N 89-17-56 W	9.73 feet
69	S 87-37-20 N	78.32 feet
70	N 78-00-53 N	71.38 feet
71	N 62-49-48 N	39.62 feet
72	N 44-41-59 W	73.22 feet
73	N 32-01-52 W	79.37 feet
74	N 18-21-56 N	59.13 feet
75	N 13-26-28 W	69.73 feet
76	N 11-58-28 E	80.33 feet
77	N 08-29-08 E	62.89 feet
78	N 12-14-03 E	102.22 feet
79	N 01-46-08 E	47.20 feet
80	N 62-08-14 E	64.94 feet
81	N 25-14-16 E	25.83 feet
82	N 64-17-36 W	160.03 feet
83	N 64-17-36 W	164.17 feet

to a point on the Right of Way of Brawley School Road SR# 1100, thence, (84) with a curve to the right having a radius= 1383.14 feet length= 98.81 feet and a chord bearing and distance N 51-57-31 E 98.80 feet to a point, thence, (85) N 54-47-32 E 399.30 feet to a point, thence, (86) with a curve to the left having a radius= 845.00 feet length= 171.85 feet and a chord bearing and distance of N 48-18-17 E 171.55 feet to a point, thence, (87) with a curve to the left having a radius= 1495.00 feet length= 138.61 feet and a chord bearing and distance of N 39-49-21 E 138.57 feet to a point, thence, (88) with a curve to the right having a radius= 28.00 feet length= 37.85 feet and a chord bearing and distance of N 80-32-29 N 34.34 feet to a point, thence, (89) with a curve to the left having a radius= 878.00 feet length= 102.88 feet and a chord bearing and distance of S 59-27-06 E 182.92 feet to a point, thence, (90) with a curve to the right with a radius= 25.00 feet length= 38.02 feet and a chord bearing and distance of S 19-18-11 E 34.46 feet to a point, thence, (91) S 24-18-50 W 125.02 feet to a point, thence, (92) with a curve to the left with a radius= 620.00 feet, length= 247.83 feet and a chord bearing and distance of S 12-52-37 W 248.88 feet to a point, thence, (93) with a curve to the right having a radius= 25.00 feet length= 22.00 feet and a chord bearing and distance of S 26-

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38-52 W 21.30 feet to a point, thence, (24) with a curve to the left having a radius= 80.00 feet length= 42.94 feet and a chord bearing and distance of S 21-31-33 W 60.50 feet to a point, thence with the following courses and distances:

95	S 81-11-45 W	23.25 feet
96	S 07-15-21 W	313.80 feet
97	S 44-49-16 E	38.60 feet
98	S 42-59-14 E	26.21 feet
99	S 34-26-06 E	40.38 feet
100	S 44-14-26 E	33.70 feet
101	S 46-02-51 E	20.60 feet
102	S 46-02-51 E	21.72 feet
103	S 48-34-04 E	46.08 feet
104	S 51-08-30 E	19.90 feet
105	S 50-14-14 E	57.61 feet
106	S 27-30-09 E	41.39 feet
107	S 18-26-16 E	14.51 feet
108	N 87-42-27 E	57.50 feet
109	N 41-42-23 E	24.37 feet
110	N 36-43-44 E	26.71 feet
111	N 25-13-59 E	18.14 feet
112	N 14-01-47 E	12.73 feet
113	N 05-11-36 W	17.72 feet
114	N 17-37-24 W	19.98 feet
115	N 10-47-15 W	31.60 feet
116	N 07-49-49 E	24.39 feet
117	N 12-26-30 E	32.07 feet
118	N 08-37-18 W	14.04 feet
119	N 17-57-49 W	12.01 feet
120	N 25-11-22 W	28.62 feet
121	N 06-42-07 W	28.15 feet
122	N 05-23-54 E	33.95 feet
123	N 13-16-09 E	34.26 feet
124	N 22-16-58 E	29.34 feet
125	N 34-00-33 E	38.18 feet
126	N 39-32-31 E	21.08 feet
127	N 29-22-47 E	29.09 feet
128	N 09-28-11 E	42.70 feet
129	N 06-08-06 E	59.78 feet
130	N 00-44-00 E	66.97 feet
131	N 20-42-48 W	30.30 feet
132	N 06-36-36 E	59.37 feet
133	N 45-20-23 W	24.82 feet
134	N 30-56-21 W	27.40 feet
135	N 18-29-23 E	31.59 feet
136	N 08-18-40 W	46.06 feet
137	N 09-45-52 W	48.65 feet
138	N 12-41-09 W	49.01 feet
139	N 16-46-36 W	47.00 feet

to the Point of Beginning Containing 18.064 acres.

TRACT 13 (Consisting of Golf Hole 16):

Commencing from NCGS Monument "Chuck" (MAD 83) having the grid coordinates of N = 561,340.40, E = 1,427,833.56, and combined factor = 0.999851, S 02-11-31 W 9,114.39 feet (grid distance) 9,118.74 feet (ground distance) to the Point of Beginning having NCGS coordinates N=532,132.08 E=1,427,444.96 and being a common corner with Lot 901 and the Right of Way of Yacht Road SR# 1182 as recorded in Map Book 80 Page 46, thence adjoining the boundaries of The Point

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Phase 13 Map Book 45 Pages 19-19, The Point Phase 12 Map Book 43 Pages 106-107,
and Map Book 30 Page 119-118 the following courses and distances;

(1) with a curve to the right having a radius = 2305.00 feet, length = 244.07
feet a chord bearing and distance of S 80-43-11 E 143.86 feet, thence with the
following courses and distances:

2	S	32-49-01	W	171.40	feet
3	S	22-49-15	E	71.68	feet
4	S	49-14-33	N	103.26	feet
5	S	43-02-24	W	33.96	feet
6	S	09-25-34	N	24.83	feet
7	S	45-27-19	W	50.23	feet
8	S	87-18-38	W	24.83	feet
9	S	46-45-56	N	8.61	feet
10	S	36-32-33	W	40.91	feet
11	N	69-35-11	W	13.16	feet
12	N	48-57-27	W	28.68	feet
13	N	47-58-47	W	26.81	feet
14	N	37-13-09	W	40.17	feet
15	N	39-01-27	W	12.32	feet
16	N	02-31-49	E	16.16	feet
17	N	17-44-14	E	7.25	feet
18	N	18-03-01	E	23.97	feet
19	N	06-48-53	E	24.60	feet
20	N	26-34-50	E	36.13	feet
21	N	13-17-52	E	29.81	feet
22	N	19-16-57	E	40.78	feet
23	N	22-35-59	E	38.23	feet
24	N	32-36-18	E	23.26	feet
25	N	58-23-22	E	22.82	feet
26	N	19-34-00	E	29.27	feet
27	N	22-38-28	E	14.10	feet
28	N	32-20-04	W	6.71	feet
29	N	32-20-04	W	8.07	feet
30	S	80-04-59	W	13.16	feet
31	S	29-28-00	W	19.09	feet
32	S	49-13-55	W	18.76	feet
33	S	61-56-48	N	31.81	feet
34	S	88-46-39	N	37.66	feet
35	N	75-10-34	W	30.97	feet
36	N	39-09-18	W	31.68	feet
37	S	10-28-20	W	44.61	feet
38	S	30-46-03	E	36.27	feet
39	S	04-53-11	N	43.33	feet
40	S	28-08-18	N	47.72	feet
41	S	41-84-05	N	37.62	feet
42	S	39-38-26	N	60.16	feet
43	S	59-53-12	W	38.78	feet
44	S	56-14-38	W	35.68	feet
45	S	40-25-15	W	32.90	feet
46	N	43-32-31	N	16.78	feet
47	S	79-48-39	N	19.03	feet
48	N	86-12-12	N	27.41	feet
49	N	69-42-03	N	18.02	feet
50	S	72-38-59	N	39.12	feet
51	S	83-11-34	W	16.33	feet
52	N	44-48-05	W	14.90	feet
53	N	38-43-47	N	17.87	feet
54	N	37-34-33	N	21.92	feet
55	N	30-35-01	W	8.81	feet
56	N	22-10-43	W	11.53	feet

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57	N 03-30-37 W	15.15 feet
58	N 00-03-50 W	19.72 feet
59	S 40-52-49 W	18.11 feet
60	S 28-22-39 W	19.03 feet
61	S 11-31-37 W	13.21 feet
62	S 31-43-12 W	9.83 feet
63	S 06-40-23 W	14.66 feet
64	N 64-59-37 W	16.84 feet
65	N 73-54-38 W	16.37 feet
66	S 84-32-34 W	12.42 feet
67	N 78-24-10 W	25.81 feet
68	N 76-15-31 W	18.48 feet
69	S 04-57-16 W	9.13 feet
70	N 71-27-82 W	10.09 feet
71	S 61-24-16 W	14.02 feet
72	S 43-06-53 W	15.17 feet
73	S 28-54-02 W	7.71 feet
74	S 08-46-26 W	12.22 feet
75	S 43-26-45 E	22.11 feet
76	S 49-13-05 E	25.54 feet
77	S 38-12-07 E	30.07 feet
78	S 34-24-32 E	12.81 feet
79	S 24-25-17 E	10.26 feet
80	S 74-43-54 E	46.47 feet
81	S 43-40-23 E	78.81 feet
82	S 46-32-06 E	68.39 feet
83	S 43-02-38 E	79.25 feet
84	S 39-01-19 W	103.78 feet
85	N 34-43-31 W	38.90 feet
86	S 54-19-05 W	36.78 feet
87	S 37-24-24 W	40.87 feet
88	S 21-30-01 W	67.46 feet
89	S 35-24-27 W	116.57 feet
90	S 39-37-56 W	85.68 feet
91	S 39-57-55 W	73.19 feet
92	S 41-07-59 W	156.56 feet
93	S 41-07-59 W	21.99 feet
94	S 26-37-40 W	129.26 feet
95	S 26-37-40 W	36.15 feet
96	S 28-59-10 W	163.18 feet
97	S 07-43-50 E	45.01 feet

Thence, (98) with a curve to the right having a radius = 825.00 feet length = 246.50 feet and a chord bearing and distance of N 64-49-38 W, 245.95 feet, thence, (99) with a curve to the right having a radius = 29.00 feet length = 39.12 feet and a chord bearing and distance of N 11-25-46 W 38.28 feet, thence, (100) with a curve to the left having radius = 1495.00 feet length = 45.61 feet and a chord bearing and distance of N 18-31-15 E 45.61 feet, thence, (101) with a curve to the left having a radius = 1495.00 feet length = 273.34 feet and a chord bearing and distance of N 26-24-32 E 272.96 feet, thence with the following courses and distances:

102	N 21-10-16 E	556.95 feet
103	N 21-10-16 E	214.90 feet

Thence, (104) with a curve to the right having a radius = 665.00 feet length = 96.10 with a chord bearing and distance of N 24-23-28 E 96.08 feet, thence with the following courses and distances:

105	S 87-28-46 E	22.14 feet
106	S 87-28-46 E	208.36 feet

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107	N	82-35-21	E	85.94	feet
108	N	88-47-41	E	39.66	feet
109	N	43-43-55	E	32.47	feet
110	N	80-33-43	E	25.87	feet
111	N	40-05-21	E	21.12	feet
112	N	40-05-21	E	19.86	feet
113	N	47-33-23	E	18.34	feet
114	N	65-25-23	E	49.92	feet
115	N	73-01-02	E	12.68	feet
116	N	85-34-20	E	49.58	feet
117	N	87-44-38	E	51.96	feet
118	N	29-57-00	E	36.53	feet
119	M	47-43-21	W	68.86	feet
120	M	39-40-25	W	300.21	feet
121	N	38-40-25	E	71.09	feet

To the Point of Beginning containing 12,753 Acres.

TRACE 14 (Consisting of Golf Hole 17 and a Portion of Golf Hole 18)

Commencing from NCGM Monument "Check" (NAD 83) having the grid coordinates of N = 661,240.80, E = 1,427,633.56, and combined factor = 0.999831, S 88-14-38 E 6,246.70 feet (grid distance) S, 247.93 feet (ground distance) to the Point of Beginning having NCGM coordinates N=663,027.33 E=1,428,587.37 a common corner with Lot 1376 as recorded in Map Book 47 Page 133, and adjoining the boundaries of Map Book 30 Pages 110-116, The Point Phase 13 Map 1 Map Book 48 Pages 39-40, The Point Phase 13 Map 2 Map Book 47 Page 133, the following courses and distances:

1	N	45-31-37	E	24.36	feet
2	N	70-22-48	E	38.05	feet
3	S	78-47-32	W	12.00	feet
4	N	71-53-08	E	9.95	feet
5	N	56-39-02	E	11.35	feet
6	S	76-30-06	E	21.49	feet
7	N	59-57-32	E	28.88	feet
8	N	46-46-45	E	7.74	feet
9	S	38-56-10	W	16.65	feet
10	N	81-09-14	E	21.15	feet
11	N	89-34-23	E	27.13	feet
12	S	89-49-14	E	25.97	feet
13	S	56-56-14	W	40.13	feet
14	S	79-35-17	E	59.32	feet
15	S	66-48-39	E	42.48	feet
16	S	64-30-14	E	38.96	feet
17	S	48-27-16	E	48.21	feet
18	S	48-36-14	E	18.31	feet
19	S	01-44-06	E	107.84	feet
20	S	11-39-44	W	78.61	feet
21	S	29-14-39	W	42.18	feet
22	S	29-14-39	W	19.49	feet
23	S	05-55-34	W	64.34	feet
24	S	24-01-53	W	113.47	feet
25	S	39-10-44	W	78.98	feet
26	S	18-38-06	W	38.02	feet
27	S	69-33-20	W	29.57	feet
28	S	69-33-20	W	73.95	feet
29	S	69-33-20	W	180.37	feet
30	S	70-10-00	W	149.44	feet
31	S	68-18-11	W	112.35	feet
32	N	67-22-17	W	22.66	feet

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33	N 67-22-17 W	89.71 feet
34	S 64-34-42 W	81.97 feet
35	S 85-21-03 W	36.44 feet
36	S 85-21-03 W	103.03 feet
37	N 75-26-19 W	62.89 feet
38	N 84-44-13 W	7.94 feet
39	N 84-44-13 W	116.64 feet
40	S 69-50-45 W	24.43 feet
41	S 89-30-43 W	9.48 feet
42	S 00-33-23 W	16.14 feet
43	S 41-53-52 W	40.51 feet
44	N 28-01-20 W	81.28 feet
45	N 00-11-10 W	39.08 feet
46	N 00-11-10 W	25.26 feet
47	N 13-17-34 E	9.73 feet
48	N 13-17-34 E	20.68 feet
49	N 48-12-35 E	22.61 feet
50	N 66-17-39 E	18.66 feet
51	N 84-02-38 E	53.46 feet
52	N 84-39-21 E	39.41 feet
53	N 77-49-07 E	2.27 feet
54	N 77-49-07 E	40.34 feet
55	N 62-14-23 E	39.58 feet
56	N 71-01-33 E	47.10 feet
57	N 84-19-59 E	80.69 feet
58	N 42-35-22 E	91.39 feet
59	N 31-54-57 E	28.02 feet
60	N 61-06-44 E	100.47 feet
61	N 80-11-08 E	86.20 feet
62	N 76-31-24 E	87.08 feet
63	N 65-17-00 E	114.60 feet
64	N 87-22-02 E	65.18 feet
65	N 89-32-51 E	114.71 feet
66	N 09-32-31 W	292.47 feet

to the Point of Beginning containing 9.164 acres.

TRACT 15 (Consisting of The Village, A Portion of Golf Hole 18 and Driving Range):

Commencing from NCGS Monument "Chuck" (MAD 03) having the grid coordinates of N = 661,240.80, E = 1,427,833.86, and combined factor = 0.999853, S 06-41-13 E 6,360.14 feet (grid distance) 6,359.09 feet (ground distance) to the Point of Beginning having NCGS coordinates N=684,925.91 E=1,428,873.93 being a common corner with the intersection of Brawley School Road 8N 1100 as recorded in Map Book 32 Page 13, and adjoining the boundaries of The Point Phase 1A Map Book 31 Pages 42-47, Map Book 32 Page 13, The Point Phase 13 Map 2 Map Book 47 Page 133, thence, (1) N 87-00-20 E 235.40 feet, thence, (2) with a curve to the left having a radius=424.06 feet length 199.18 feet and a chord bearing and distance of S 61-26-36 E 197.33 feet, thence, (3) S 74-54-12 E 240.28 feet, thence, (4) with a curve to the right having a radius= 208.00 feet length=173.68 feet and a chord bearing and distance of S 80-37-57 E 168.53 feet, thence, (5) with a curve to the right having a radius= 25.00 feet length= 36.23 feet and a chord bearing and distance of S 13-59-34 W 21.38 feet, thence, (6) with a curve to the left having a radius=178.00 feet length=229.94 feet and a chord bearing and distance of S 16-42-19 W 211.75 feet, thence, (7) S 20-06-12 W 310.00 feet, thence, (8) with a curve to the left having a radius=174.32 feet length=169.72 feet and a chord bearing and distance of S 48-44-44 E 143.10 feet, thence, (9) with a curve to the right having a radius=25.00 feet length=33.00 feet and a chord bearing and distance of S 30-49-12 E 30.66 feet, thence with the following courses and distances:

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10	S	01-00-07	E	454.87	feet
11	N	88-59-53	E	50.00	feet
12	S	47-01-14	E	263.24	feet
13	S	00-07-11	E	160.98	feet
14	S	26-18-59	W	38.66	feet
15	S	73-08-48	W	65.86	feet
16	S	52-42-18	W	65.14	feet
17	S	50-41-33	W	46.73	feet
18	N	50-23-18	W	27.78	feet
19	S	88-42-56	W	4.29	feet
20	N	69-27-19	W	71.31	feet
21	N	68-16-33	W	48.44	feet
22	N	39-24-58	W	33.54	feet
23	N	36-42-81	W	32.43	feet
24	N	36-34-25	W	59.02	feet
25	N	33-28-57	W	39.98	feet
26	N	52-47-12	W	56.03	feet
27	N	71-54-39	W	60.18	feet
28	N	76-30-30	W	40.04	feet
29	N	64-03-45	W	28.81	feet
30	N	10-47-18	W	14.69	feet
31	N	82-17-30	W	40.01	feet
32	N	38-13-35	W	40.33	feet
33	N	30-34-40	W	59.23	feet
34	N	19-13-33	W	64.26	feet
35	N	02-01-03	W	44.37	feet
36	N	01-53-23	N	61.86	feet
37	N	03-22-23	N	85.84	feet
38	N	20-09-31	E	37.51	feet
39	N	42-02-12	N	23.42	feet
40	N	08-28-48	N	38.30	feet
41	N	10-50-28	W	37.75	feet
42	N	13-43-48	W	21.18	feet
43	N	29-38-18	N	1.13	feet
44	N	82-44-54	N	40.50	feet
45	N	63-01-17	W	33.21	feet
46	N	38-15-51	W	48.96	feet
47	N	12-51-57	E	39.69	feet
48	N	07-32-08	E	44.51	feet
49	N	23-34-39	W	29.73	feet
50	N	51-22-23	W	28.38	feet
51	N	75-20-33	N	38.34	feet
52	N	33-37-59	W	28.91	feet
53	N	63-58-33	W	41.44	feet
54	N	51-03-28	W	12.37	feet
55	N	51-03-28	W	37.42	feet
56	S	28-31-58	W	11.53	feet
57	S	67-29-41	E	24.33	feet
58	S	66-44-15	N	39.89	feet
59	S	93-08-41	N	20.00	feet
60	S	39-28-51	E	22.82	feet
61	S	10-22-39	E	71.46	feet
62	S	01-07-28	N	21.85	feet
63	S	08-20-50	W	11.68	feet
64	S	07-20-44	W	24.00	feet
65	S	10-57-28	N	22.02	feet
66	S	03-03-40	N	29.91	feet
67	S	02-18-40	N	41.42	feet
68	S	01-27-24	N	25.84	feet
69	S	71-13-57	W	29.26	feet

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Number: 12-0002858

70	S 63-41-09 W	19.80 feet
71	S 35-18-47 W	18.28 feet
72	S 41-37-09 N	18.84 feet
73	S 77-53-01 E	21.88 feet
74	S 43-29-34 E	16.97 feet
75	S 42-28-07 N	23.29 feet
76	S 01-52-22 N	39.69 feet
77	S 26-34-80 W	26.43 feet
78	S 39-37-04 N	44.12 feet
79	S 30-13-38 W	45.70 feet
80	S 46-12-54 W	49.82 feet
81	S 38-00-89 N	50.73 feet
82	S 24-27-41 W	32.92 feet
83	S 19-41-24 W	48.82 feet
84	S 19-26-38 W	30.64 feet
85	S 06-03-37 E	25.72 feet
86	S 09-06-36 N	61.61 feet
87	S 20-28-48 N	17.27 feet
88	S 34-14-21 W	30.04 feet
89	S 32-18-00 N	33.00 feet
90	S 72-09-20 W	31.60 feet
91	S 89-10-09 W	47.19 feet
92	S 75-04-00 N	52.90 feet
93	S 63-15-22 N	34.33 feet
94	N 72-25-24 W	32.22 feet
95	N 88-38-23 N	18.21 feet
96	N 14-37-09 W	19.03 feet
97	N 71-00-53 W	4.34 feet
98	S 42-35-57 N	18.23 feet
99	N 71-26-38 W	16.80 feet
100	N 61-23-29 N	29.08 feet
101	N 62-02-18 N	21.23 feet
102	N 42-43-45 W	37.66 feet
103	S 24-19-35 W	11.68 feet
104	S 16-52-24 E	16.56 feet
105	S 42-19-13 E	32.37 feet
106	S 49-55-47 E	21.67 feet
107	S 52-44-28 E	3.58 feet
108	N 65-41-18 W	119.66 feet
109	N 46-41-48 W	195.23 feet
110	N 79-37-00 W	285.72 feet
111	N 10-23-08 E	387.67 feet

Thence with a curve to the right having a radius=2038.48 feet length=415.04 feet and a chord bearing and distance of N 16-12-59 E 414.32 feet thence N 22-02-57 E 234.01 feet, Thence with a curve to the right having a radius=1387.39 feet length=483.24 feet and a chord bearing and distance of N 32-01-38 E 480.10 feet, thence N 42-00-20 E 217.84 feet to the Point of Beginning Containing 48.134 acres.

TRACT 16:

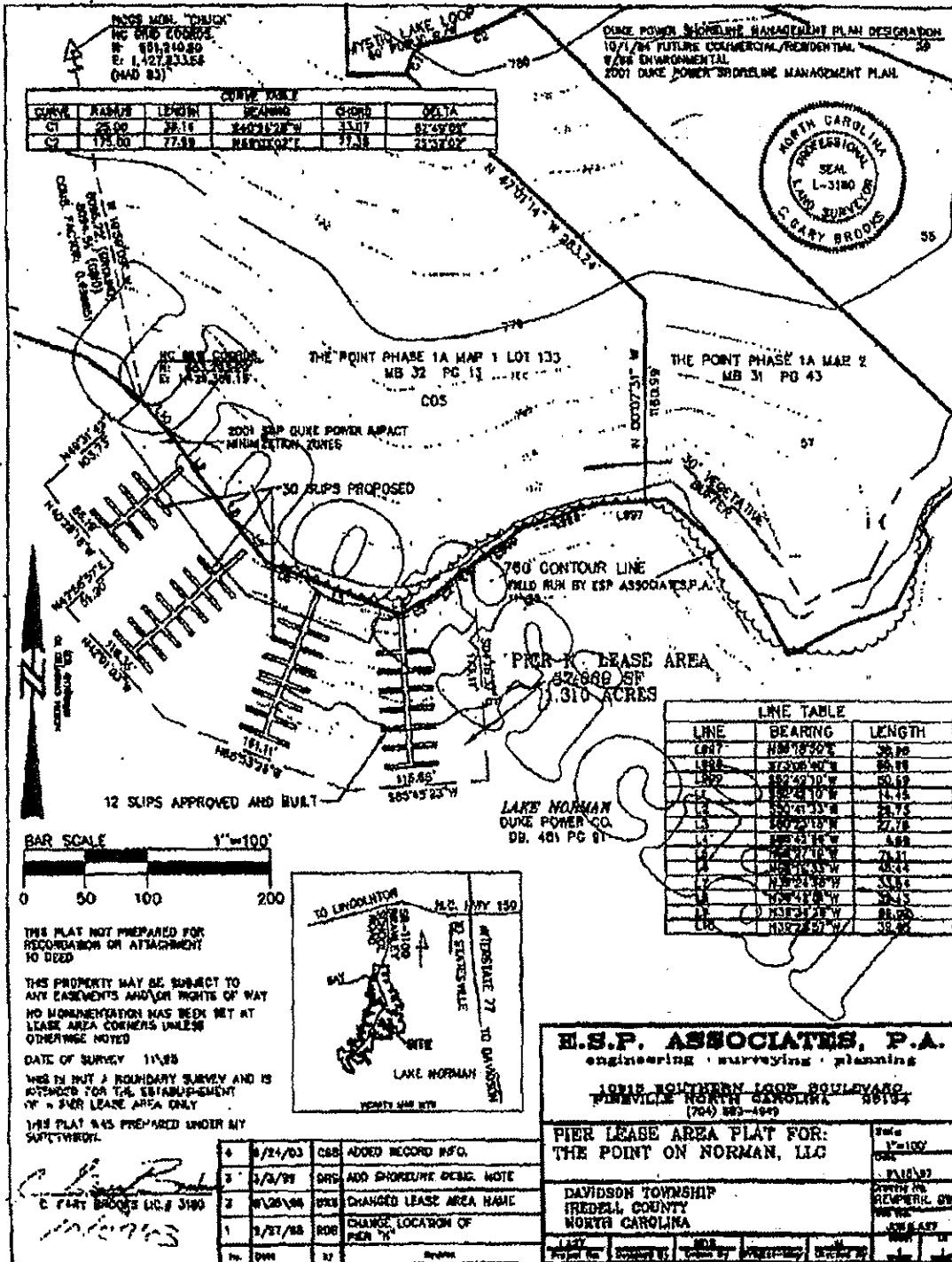
Consisting of Lot 1 as recorded in Map Book 46 Page 23 containing 6.053 Acres.

Together with all easements, appurtenances, benefits, rights, privileges tenements and hereditaments

END SCHEDULE A

EXHIBIT E

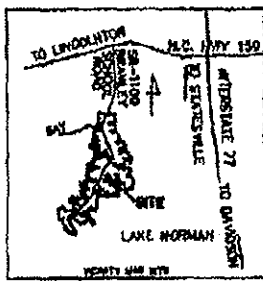
(see attached)



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



THIS PLAT NOT PREPARED FOR RECORDATION OR ATTACHMENT TO DEED
 THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY
 NO MONUMENTATION HAS BEEN SET AT LEASE AREA CORNERS UNLESS OTHERWISE NOTED
 DATE OF SURVEY 11/28
 THIS IS NOT A BOUNDARY SURVEY AND IS INTENDED FOR THE ESTABLISHMENT OF A PIER LEASE AREA ONLY
 THIS PLAT WAS PREPARED UNDER MY SUPERVISION



H.S.P. ASSOCIATES, P.A.
 engineering · surveying · planning
 10116 SOUTHERN LOOP BOULEVARD
 PINEVILLE NORTH CAROLINA 28134
 (704) 583-4499

PIER LEASE AREA PLAT FOR: THE POINT ON NORMAN, LLC		Scale 1"=100' DATE 11/28/23
DAVIDSON TOWNSHIP IREDELL COUNTY NORTH CAROLINA		NORTH IN SOUTHERN DIV 11/28/23 C. GARY BROOKS
LIST Project No.	DRAWN BY Date	CHECKED BY Date

No.	Date	By	Description
4	8/24/03	CBB	ADDED RECORD INFO.
3	5/25/01	GRS	ADD SHORELINE DESIGN NOTE
2	11/26/98	GRS	CHANGED LEASE AREA NAME
1	3/27/88	ROB	CHANGE LOCATION OF PIER "A"