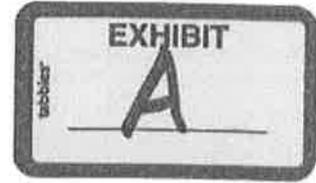




Doc ID: 010206410098 Type: CRP
 Recorded: 10/29/2009 at 03:07:20 PM
 Fee Amt: \$305.00 Page 1 of 98
 Alamance, NC
 DAVID J.P. BARBER REGISTER OF DEEDS

BK 2862 PG 615-712



AMENDED AND RESTATED DECLARATION OF RESTRICTIONS

STATE OF NORTH CAROLINA

COUNTY OF ALAMANCE



Prepared by, and when recorded, return to: Andrew T. Tripp, P.O. Box 1800, Raleigh, NC 27602 (without benefit of title examination)

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS (this "Declaration") is entered into as of the ___ day of October, 2009, by and among TRI-G GROUP, LLC, a North Carolina limited liability company ("Declarant"), and the undersigned individuals, constituting all of the Residents of the Golf Course Community (as defined below), and CAPITAL BANK ("CAPITAL BANK").

A. Declarant is the owner of that certain real property lying and being in Alamance County, as more particularly described on Exhibit A (the "Golf Course Property"), having acquired fee simple ownership of the Property pursuant to that certain instrument recorded at Book 2857, Page 916, and correction deed recorded in Book 2862, Page 556, Alamance County Registry. Capital Bank holds a security interest in the Golf Course Property as evidenced by that certain Deed of Trust recorded at Book 2857, Page 938, and re-recorded in Book 2862 Page 579, Alamance County Registry (the "Capital Bank Deed of Trust").

B. The Residents of the Golf Course Community, as that term is used herein, consist of owners named above of any real property which shares a common boundary with any portion of the real property previously conveyed by Piedmont Crescent Country Club, Inc. to Will C. Mann on April 4, 1985, by general warranty deed recorded at Book 498, Page 1079, Alamance County Registry, reference to which is made for a more particular description of the real property, the owners of which benefit from the terms hereof (the "Original Mann Property"), and their successors and assigns as owners of such real property being contiguous to the Original Mann Property (for brevity, also

98/2009

referred to here as the "Residents"). The Residents are the parties in the best position to ensure that the terms of this Declaration are properly enforced.

C. The Golf Course Property is the subject of that certain instrument recorded at Book 1014, Page 222, Alamance County Registry, amended by instruments recorded at Book 2158, Page 274, and Book 2227, Page 187, Alamance County Registry, respectively (as amended, the "Original Restrictions"), and purportedly terminated by instrument recorded at Book 2505, Page 800, Alamance County Registry (the "Purported Termination"). The Original Restrictions provide that the Golf Course Property be used for no purpose which is inconsistent with the operation of an eighteen (18) hole golf course of not less than 6,500 yards and related uses thereon.

D. Declarant and the Residents have a cooperative working relationship and share a concern that a successful, operational golf course with related recreational facilities be operated on the Golf Course Property. Declarant further wishes to affirm that the Original Restrictions remain in full force against the Golf Course Property and that the Purported Termination is void and of no force and effect.

E. Declarant and Residents desire to join in this Declaration to affirm the Original Restrictions, amend and restate them in certain respects, to subordinate their respective interests to the Capital Bank Deed of Trust, and, where applicable, subordinate their respective interests to such Original Restrictions, as amended and restated hereby. In so joining, Declarant and Residents desire to ensure that the use of the Golf Course Property be restricted to that of an eighteen (18) hole golf course with related facilities and no other purpose.

NOW, THEREFORE, in exchange for \$10.00 and other mutual consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed as follows.

1. Restriction of Golf Course Property. Declarant does hereby declare, adopt, establish and impose upon the Golf Course Property the following restriction, for itself, its successors and assigns as owners of all or a portion of the Golf Course Property: The Golf Course Property, as described on Exhibit A hereto, shall be used for no purpose other than a recreational facility having an eighteen (18) hole golf course of not less than 6,500 yards having the nature and character of a professionally-designed golf course; provided, however, portions of the Golf Course Property not presently being used as a portion of any playable golf hole contained within such golf course may be used for the construction and maintenance of golf cart paths, a driving range, putting greens, pedestrian walkways, water coolers, a golf clubhouse or restaurant, tennis courts and/or swimming pools, and activities of a similar nature which are incidental to the specific operation of a first-class golf course so long as such incidental uses do not undermine the nature and character of the golf course's present configuration. The purpose and intent of this restriction is to ensure that the Golf Course Property be used for no purpose which is inconsistent with the operation of an eighteen (18) hole golf course of not less than 6,500 yards thereon having the nature and character of a professionally-designed golf course, together with related facilities which do not undermine the nature and character of the

golf course's present configuration, and the terms of this restriction shall be construed in a manner which is consistent with that purpose.

2. No Residential Use. Except as expressly set forth to the contrary herein, Declarant hereby declares that no portion of the Golf Course Property shall be used for any residential purposes whatsoever, including the construction of single-family or multifamily residential structures.

3. Subordination to Capital Bank Deed of Trust.

Notwithstanding anything in this Declaration, the Original Restrictions, or any other instrument to the contrary, and in partial consideration for and as an inducement to Capital Bank to provide the loan which is secured by the Capital Bank Deed of Trust, all of the terms and provisions of this Declaration, together with all of the terms and provisions of the Original Restrictions, are hereby subordinated to the lien of the Capital Bank Deed of Trust and the Capital Bank Deed of Trust shall be a lien upon the Golf Course Property superior to the covenants and restrictions imposed by this Declaration and/or Original Restrictions. In furtherance of said agreement, the Declarant and Residents of the Golf Course Community hereby remise, release and forever quitclaim unto Capital Bank, its successors and assigns, their interest in and restrictions upon the Golf Course Property to the extent, but to the extent only, that the Declaration and Original Restrictions shall be subordinate to the lien of the Capital Bank Deed of Trust.

4. Residents are Third Party Beneficiaries of this Declaration. The Parties hereto acknowledge and agree that because of the configuration of the Golf Course Property and its use in connection with the golf course and related facilities located thereon, and the fact that such parcels are surrounded by the integrated residential community known alternatively as "Quarry Hills," "Cedar Forest," and "Piedmont Crescent," whose residents directly support the success and viability of any such golf course operations, each of the Residents of the Golf Course Community named above, is an intended and direct third party beneficiary of the restrictions contained in this Declaration. Accordingly, any group of not less than fifteen (15) of such Residents, as that term is defined above, is hereby designated by Declarant, for themselves and their successors and assigns, as a party who is authorized to ensure the enforcement and maintenance of the restrictions contained herein through the legal and equitable actions contemplated by Section 6 hereof. Declarant acknowledges and agrees for itself and its successors and assigns as owners of all or a portion of the Golf Course Property that any group of not less than fifteen (15) of such Residents, as that term is defined above, shall have proper standing to enforce the terms hereof in the Superior Court of Alamance County, North Carolina, or any other court of competent jurisdiction. Multiple individuals owning a single residential lot shall constitute one Resident for purposes of satisfying the fifteen (15)-Resident threshold set forth above.

5. Residential Use; Consent Required by Architectural Committee. With the prior written approval of the Architectural Review Committee constituted according to prior recorded instruments governing the use of all or a portion of the Golf Course Property, including, without limitation, that certain instrument known as "Restrictions Imposed and Rights and Easements Reserved," recorded at Book 372, Page 20, Alamance County Registry (as such individuals shall be replaced or substituted according to the rules of such organization, the "Architectural Review Committee"), such written approval to be granted or withheld in the Architectural Review Committee's reasonable discretion, Declarant itself shall be permitted to construct not more than (3) single-family residences on i) a certain portion of the Golf Course Property located in the immediate vicinity of the portion of the Golf Course Property on which yard waste is presently deposited; ii) on the portion of the Golf Course Property on which a maintenance shed is presently located; and/or iii) on a portion of the Golf Course Property located between golf course hole numbers two (2) and three (3). Notwithstanding the foregoing, no more than one (1) single-family residence shall be permitted to be constructed on any single area of three areas of the Golf Course Property set forth above. The foregoing right shall be valid so long as proposed construction by Declarant is submitted to the Architectural Review Committee in the form of plans and specifications for construction together with a survey of the parcel or parcels to be subdivided and improved, and would not, in the reasonable discretion of the Architectural Review Committee, undermine the nature and character of the Golf Course Property's use. The rights afforded Declarant under this paragraph shall terminate immediately upon conveyance of substantially all of the Golf Course Property to a third party. All planning, surveying and construction permitted according to this paragraph, if any, shall be done in accordance with all applicable laws, ordinances and regulations and in compliance with any and all other real property covenants to which the Golf Course Property is subject as of the date hereof, including, without limitation, the real property covenants establishing the Architectural Review Committee. Declarant, as owner of the Golf Course Property for its successors and assigns hereby consents to the jurisdiction and authority of the Architectural Review Committee for purposes of interpreting and applying this Section 5. At all times, an individual designated by Declarant shall serve on the Architectural Review Committee. Should any Declarant-designated individual be removed according to the rules of the Architectural Review Committee, Declarant shall promptly designate his or her replacement.

6. General Provisions.

(a) Enforcement. Declarant, as owner of the Golf Course Property, and its successors and assigns, shall be governed by and shall comply with the provisions of this Declaration. A default by Declarant, its successors or assigns, shall entitle any Resident (as defined above), to the following relief:

(i) Any at any time, any group of not less than fifteen (15) Residents, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to comply with any of the terms of this

Declaration, shall be grounds for relief, including without limitation, an action to recover sums due for damages or injunctive relief.

(ii) In any proceeding arising because of an alleged default by Declarant, its successors or assigns, the enforcing group of Residents, if successful, shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be determined by the Court.

(iii) The failure of any Resident or Residents to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of such Resident or Residents, or any other Resident, to enforce such right, provision, covenant or condition in the future.

(iv) All rights, remedies and privileges granted to the Residents, pursuant to any terms, provisions, covenants or conditions of the Declaration, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

(b) Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

(c) Term and Amendment.

(i) The covenants, conditions and restrictions of this Declaration shall be covenants running with the land and shall run with and burden and bind the Golf Course Property, its owners, their successors and assigns perpetually for the benefit of the Residents, and their successors and assigns.

(ii) The Declaration may be amended or terminated only with the express written consent of not less than seventy five percent (75%) of the Residents, as that term is defined above. Notwithstanding the foregoing sentence, this Declaration may not be terminated so long as a golf course is operated on all or a portion of the Golf Course Property.

(iii) To be valid, any amendment or termination of this Declaration must be executed on behalf of Declarant, or its successors or assigns owning at least seventy-five percent (75%) of the Golf Course Property, by a duly authorized officer thereof together with not less than seventy five percent (75%) of the Residents, and must be properly recorded in the Office of the Register of Deeds, Alamance County, North Carolina.

(d) Purpose of Restrictions. Each restriction created hereby is for the purpose of protecting the value and desirability of, and which shall be a covenant running with, the Golf Course Property, shall benefit and be binding on all parties having or acquiring any right, title, or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and those persons owning and/or occupying real property sharing a common boundary with the Original Mann Property, their respective successors and assigns.

(e) Governing Law. This Declaration shall be governed by the terms of North Carolina law.

(f) Authority. Each person executing this Declaration on behalf of a non-natural person represents and warrants for the benefit of the Parties and the Residents that such person has obtained all necessary authority and capacity to bind the signatory hereto to the terms hereof.

(g) Recitals Incorporated Herein. The terms of each Recital set forth above is incorporated herein as though set forth in an operative paragraph.

(h) Conflict with Original Restrictions. Except as modified hereby the Original Restrictions remain in full force and effect. Where the terms of the Original Restrictions and this Declaration conflict, the terms of this Declaration shall control.

IN WITNESS WHEREOF, Declarant and Residents have caused this instrument to be executed in such form as to be binding, as their duly authorized acts, as of the date first written above.

DECLARANT:

TRI-G GROUP, LLC

By: [Signature]

Name: Guy G. Gulick

Its: MANAGER

(SEAL)

Acknowledgment for Tri-G Group, LLC:

STATE OF NORTH CAROLINA
COUNTY OF Alamance

I, Phillip E. Seay, a Notary Public in and for said County and State, do hereby certify that Guy G. Gulick before me this day personally appeared, who being by me first duly sworn, says that Guy G. Gulick is a manager of TRI-G GROUP, LLC, the limited liability company described in and which executed the foregoing instrument; that Guy G. Gulick executed said instrument in the limited liability company name by subscribing his name thereto; and that the instrument is the act and deed of said limited liability company.

Date 10-20-2009

[Signature]
Signature of Notary Public

(Official Seal)

My commission expires:
1-22-2012

[Residents' Signatures Appear on Following Pages]

Acknowledgment for Residents:

Durham COUNTY, NORTH CAROLINA

I certify that the following person personally appeared before me this day,
acknowledging to me that he or she signed the foregoing document:

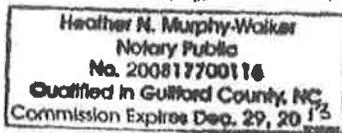
~~Amended and Restated Declaration of Restrictions~~
W. C. Behnke

Date October 12, 2009

Heather N. Murphy-Walker

Notary Public

(Official Seal)



My commission expires:

December 29, 2013

IN WITNESS WHEREOF, Declarant and Residents have caused this instrument to be executed in such form as to be binding, as their duly authorized acts, as of the date first written above.

DECLARANT:

~~TRI-G DEVELOPMENT GROUP, LLC~~

~~By: _____~~

~~Name: _____~~

~~Its: _____~~

(SEAL)

RESIDENTS:

McBee (SEAL)

_____ (SEAL)

[Notary Acknowledgments Appear on Following Page]

IN WITNESS WHEREOF, Declarant and Residents have caused this instrument to be executed in such form as to be binding, as their duly authorized acts, as of the date first written above.

DECLARANT:

√ TRI-G DEVELOPMENT GROUP, LLC

By: _____

Name: _____

Its: _____

(SEAL)

RESIDENTS:

1 John Behrle (SEAL)

_____ (SEAL)

[Notary Acknowledgments Appear on Following Page]

Acknowledgment for Residents:

GUILFORD COUNTY, NORTH CAROLINA

I certify that the following person personally appeared before me this day,
acknowledging to me that he or she signed the foregoing document:

JOHN BEHNKE

Date 10-12-09

Cynthia E. Thomas

Notary Public

(Official Seal)



My commission expires:

July 28, 2011

Tri-G Amended and Restated Restrictions

4

RESIDENTS:¹

Lester S. Young (SEAL)

Ruth E. Young (SEAL)

_____ (SEAL)

¹ Signatures lines filled as necessary.

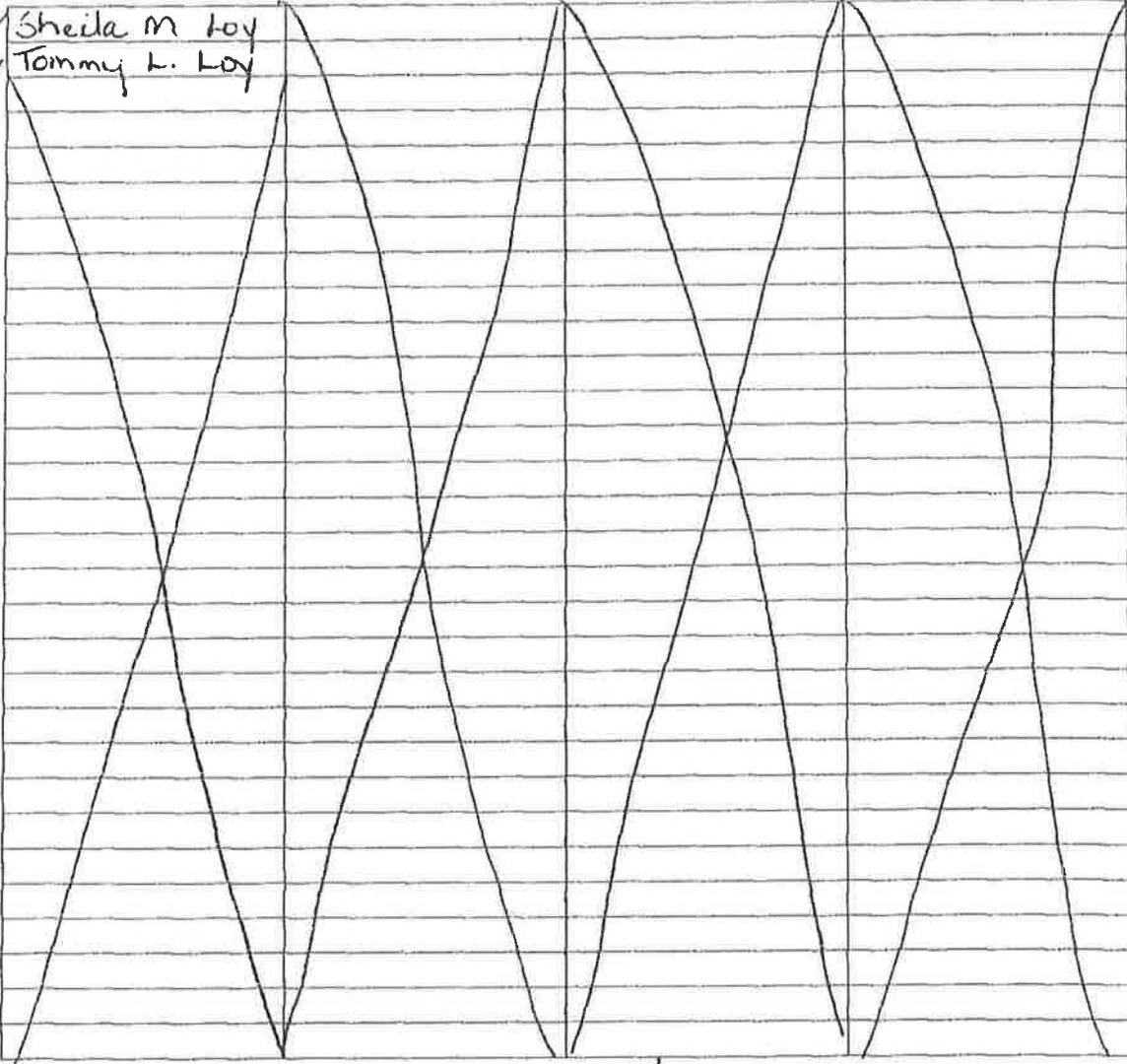
Tri-G Amended and Restated Restrictions

Acknowledgment for Residents:¹

Alamance COUNTY, NORTH CAROLINA

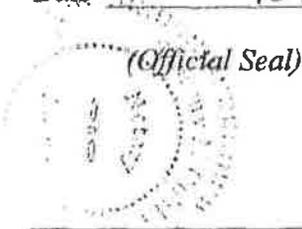
I certify that the following person personally appeared before me this day,
acknowledging to me that he or she signed the foregoing document:

✓ Sheila M. Loy
✓ Tommy L. Loy



Date: 10/12/09

Jane M. Cable
Notary Public



My commission expires:
5-29-12

EXHIBIT A

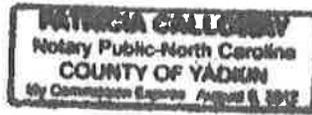
¹ Notary lines filled as necessary.

Tri-G Amended and Restated Restrictions

Residents:¹

Mark Rumley (SEAL)¹

_____ (SEAL)



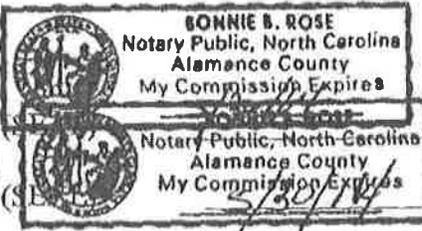
¹ Signatures lines filled as necessary.

Tri-G Amended and Restated Restrictions

RESIDENTS (CONT.):¹

[Handwritten signature]

Susan Marie Pricell



____ (SEAL)

¹ Signature lines filled as necessary.

Tri-G Amended and Restated Restrictions

RESIDENTS:¹

U. Pearl Hall (SEAL) ✓

_____ (SEAL)

Bernice K. Hill (SEAL) ✓

_____ (SEAL)

¹ Signatures lines filled as necessary.

Tri-G Amended and Restated Restrictions

RESIDENTS:¹

Wade Z. Healy (SEAL)

_____ (SEAL)

¹ Signatures lines filled as necessary.

Tri-G Amended and Restated Restrictions

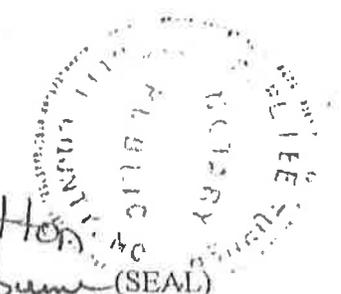
RESIDENTS:¹

Julie Patton (SEAL) ✓

_____ (SEAL)

Julie Patton
Carol Lee Gunn (SEAL) ✓

_____ (SEAL)



¹ Signatures lines filled as necessary.

IN WITNESS WHEREOF, Declarant and Residents have caused this instrument to be executed in such form as to be binding, as their duly authorized acts, as of the date first written above.

DECLARANT:

TRI-G DEVELOPMENT GROUP, LLC

By: _____

Name: _____

Its: _____

(SEAL)

~~Acknowledgment for Tri-G Development Group, LLC:~~

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

I, Joie L. Barrier, a Notary Public in and for said County and State, do hereby certify that Richard H. Hatch before me this day personally appeared, who being by me first duly sworn, says that ~~he~~ he ~~is a manager of TRI-G DEVELOPMENT GROUP, LLC, the limited liability company described in and which executed the foregoing instrument; that Richard H. Hatch executed said instrument in the limited liability company name by subscribing Richard H. Hatch name thereto;~~ and that the instrument is ~~the act and deed, of said limited liability company.~~

Date 10/8/09 ^{his}

Joie L. Barrier
Signature of Notary Public

(Official Seal)

My commission expires:
9/22/2010

[Residents' Signatures Appear on Following Pages]

Tri-G Amended and Restated Restrictions

A

RESIDENTS:¹

~~Howard M. Malinski~~ (SEAL)

Mary Lee Malinski (SEAL) ✓

_____ (SEAL)

~~Howard M. Malinski~~ (SEAL)

~~Mary Lee Malinski~~ (SEAL)

_____ (SEAL)

¹ Signatures lines filled as necessary.

Tri-G Amended and Restated Restrictions

A.

RESIDENTS:¹

Mary Ann Lake ✓ (SEAL)
~~Mary Ann Lake~~ ✓ (SEAL)
~~Charles Edward Lake~~ ✓ (SEAL)
Charles Edward Lake ✓ (SEAL)
 _____ (SEAL)

Mary Ann Lake (SEAL)
~~Mary Ann Lake~~ (SEAL)
Charles Edward Lake (SEAL)
 _____ (SEAL)

¹ Signatures lines filled as necessary.

Tri-G Amended and Restated Restrictions

(A)

RESIDENTS:¹

Thomas H. Bennett (SEAL) ✓

_____ (SEAL)

Lynda W. Glenn (SEAL) ✓

_____ (SEAL)

¹ Signatures lines filled as necessary.

Acknowledgement

STATE OF NORTH CAROLINA

COUNTY OF Alamance

I certify that Andrew Liles Pryce personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Amended and Restated Declaration of Restriction
Name or description of attached document

I further certify that:

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NCID
type of identification
- A credible witness, _____, has sworn or affirmed to me the
name of credible witness
identity of the principal, and that he or she is not a named party to the foregoing document, and has no interest in the transaction.

Date: October 9, 2009

(Official Seal)

Michelle F. Robinson
Notary Public

Michelle F. Robinson
Typed or Printed Notary Name

My commission expires: October 13, 2013

A

RESIDENTS:¹

Ingeborg Warrschouse (SEAL)

_____ (SEAL)

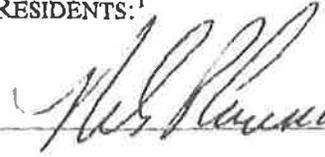
Ingeborg Warschho (SEAL) ✓

_____ (SEAL)

¹ Signatures lines filled as necessary.

Tri-G Amended and Restated Restrictions

RESIDENTS:¹

 (SEAL)

_____ (SEAL)

¹ Signatures lines filled as necessary.

Tri-G Amended and Restated Restrictions

RESIDENTS (CONT.):

Paula Stein (SEAL)

_____ (SEAL)

Cindy Oliver (SEAL)

_____ (SEAL)

[Residents' Notary Acknowledgments Appear on Following Pages]

Tri-G Amended and Restated Restrictions

RESIDENTS:¹

Emily T. Ayscough (SEAL) /

_____ (SEAL)

Erin A. Ayscough (SEAL) /

_____ (SEAL)

¹ Signatures lines filled as necessary.

Tri-G Amended and Restated Restrictions

RESIDENTS:¹

Amos L. Fisher (SEAL) -
Victoria C. Frye (SEAL) -
William H. Ritter (SEAL) -
Hattie M. Ritter (SEAL) -
____ (SEAL)
____ (SEAL)

AMOS L. FISHER (SEAL)
VICTORIA C. FRYE (SEAL)
WILLIAM H. RITTER (SEAL)
HATTIE M. RITTER (SEAL)
____ (SEAL)

¹ Signatures lines filled as necessary.

IN WITNESS WHEREOF, Declarant and Residents have caused this instrument to be executed in such form as to be binding, as their duly authorized acts, as of the date first written above.

DECLARANT:

TRI-G DEVELOPMENT GROUP, LLC

By: _____

Name: _____

Its: _____

(SEAL)

RESIDENTS:

Kay D. McPherson (SEAL) /

Robert D. McPherson (SEAL) /

[Notary Acknowledgments Appear on Following Page]

Acknowledgment for Residents:

ALAMANCE COUNTY, NORTH CAROLINA /

I certify that the following person personally appeared before me this day,
acknowledging to me that he or she signed the foregoing document:

KAY GOODMAN McMULLAN

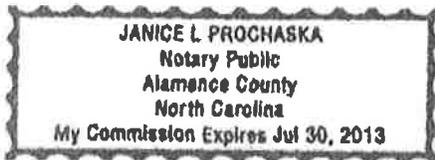
Date OCTOBER 14 2009

(Official Seal)


Notary Public

My commission expires:

JULY 30 2013



ALAMANCE COUNTY, NORTH CAROLINA /

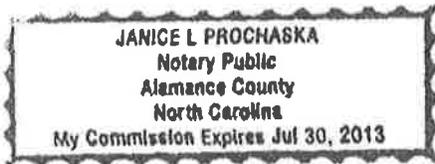
I certify that the following person personally appeared before me this day,
acknowledging to me that he or she signed the foregoing document:

ROBERT JOHN McMULLAN

Date OCTOBER 14 2009


Notary Public

(Official Seal)



My commission expires:

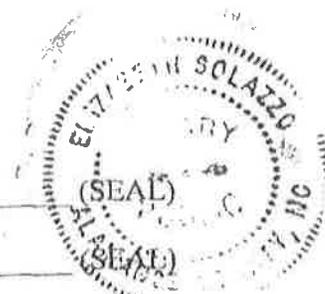
July 30 2013

RESIDENTS (CONT.):

James Richard McAdams (SEAL)

Lizette S. Williams (SEAL)

_____ (SEAL)



[Residents' Notary Acknowledgments Appear on Following Pages]

IN WITNESS WHEREOF, Declarant and Residents have caused this instrument to be executed in such form as to be binding, as their duly authorized acts, as of the date first written above.

DECLARANT:

TRI-G DEVELOPMENT GROUP, LLC

By: _____

Name: _____

Its: _____

(SEAL)

RESIDENTS:

Jessie J. Haskins (SEAL) ✓

_____ (SEAL)

[Notary Acknowledgments Appear on Following Page]

Acknowledgment for Residents:

Orange COUNTY, NORTH CAROLINA ✓

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document:

Teresa T. Huskins

Date 10/13/2009



Notary Public



My commission expires:

March 4th, 2012

Tri-G Amended and Restated Restrictions

RESIDENTS:¹

Virginia Gail Miller (SEAL)

_____ (SEAL)

¹ Signatures lines filled as necessary.

Tri-G Amended and Restated Restrictions

RESIDENTS (CONT.):¹

Barbara S. Deane (SEAL) ✓

_____ (SEAL)

Anthony J. Deane (SEAL) ✓

_____ (SEAL)

¹ Signature lines filled as necessary.

Tri-G Amended and Restated Restrictions

RESIDENTS (CONT.):¹

Myles S. Beaman (SEAL)¹

_____ (SEAL)

Myles S. Beaman (SEAL)

_____ (SEAL)

¹ Signature lines filled as necessary.

IN WITNESS WHEREOF, Declarant and Residents have caused this instrument to be executed in such form as to be binding, as their duly authorized acts, as of the date first written above.

DECLARANT:

TRI-G DEVELOPMENT GROUP, LLC

By: _____

Name: _____

Its: _____

(SEAL)

RESIDENTS:

David David Carter 10-13-09
(SEAL)

Brenda J. Collins 10-13-09
(SEAL)

[Notary Acknowledgments Appear on Following Page]

Acknowledgment for Residents:

ALAMANCE COUNTY, NORTH CAROLINA

I certify that the following person personally appeared before me this day,
acknowledging to me that he or she signed the foregoing document:

GERALD DAVID COLLINS

Date 10/13/09


THOMAS MIX

Notary Public

(Official Seal)



My commission expires:

02/22/13

ALAMANCE COUNTY, NORTH CAROLINA

I certify that the following person personally appeared before me this day,
acknowledging to me that he or she signed the foregoing document:

BRENDA T. COLLINS ✓

Date 10/13/09



THOMAS MIX

Notary Public

(Official Seal)



My commission expires:

02/22/13

Tri-G Amended and Restated Restrictions

RESIDENTS:¹

Stanley W. Morgan (SEAL) ✓
Pat Long Morgan (SEAL) ✓

____ (SEAL)
____ (SEAL)

Stanley W. Morgan (SEAL)
Pat Long Morgan (SEAL)

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____ (SEAL)
____ (SEAL)
____ (SEAL)

¹ Signatures lines filled as necessary.

Tri-G Amended and Restated Restrictions

(A)

RESIDENTS:¹

Barbara B. Entz (SEAL) ✓

_____ (SEAL)

Robert S. Guss (SEAL) ✓

_____ (SEAL)

¹ Signatures lines filled as necessary.

EXHIBIT 'A'

THAT CERTAIN TRACT OR PARCEL OF LAND IN THOMPSON TOWNSHIP, ALAMANCE COUNTY, NORTH: CAROLINA, DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE ON THE NORTH SIDE OF BASON ROAD AT THE SOUTHEAST CORNER OF LANDS SHOWN AS PROPERTY OF GEORGE BASON, SR, ON A PLAT ENTITLED "PROPERTY OF PIEDMONT CRESCENT RECREATIONAL & DEVELOPMENT CO., INC." DATED MAY 10, 1973, AND REVISED, DECEMBER 22, 1977, SAID PLAT HAVING BEEN RECORDED DECEMBER 27, 1977 IN THE OFFICE OF THE REGISTER OF DEEDS FOR ALAMANCE COUNTY IN PLAT BOOK 23 AT PAGE 58; THENCE WITH THE BOUNDARY OF GEORGE BASON, SR., AS SHOWN ON THE SAID PLAT SOME THIRTY-SEVEN COURSES TO THE EAST BANK OF HAW RIVER; THENCE ALONG THE EAST BANK OF HAW RIVER AS SHOWN ON THE SAID PLAT FIVE COURSES TO THE "SEWER PLANT PROPERTY" AS SHOWN ON SAID PLAT; THENCE WITH THE SOUTHWEST, SOUTHEAST AND NORTHEAST BOUNDARIES OF THE "SEWER PLANT PROPERTY". AS SHOWN ON THE SAID PLAT TO THE EAST BANK OF HAW RIVER; THENCE ALONG THE EAST, BANK OF HAW RIVER THREE, COURSES AS SHOWN ON THE SAID PLAT TO A TRACT INDICATED ON SAID PLAT AS "SECTION NO. 6" AND AS HAVING 2. 91 ACRES; THENCE WITH THE SOUTHWEST AND SOUTHEAST BOUNDARIES OF SAID SECTION NO. 6 THREE COURSES AS SHOWN ON THE SAID PLAT TO A STAKE IN THE SOUTH BOUNDARY OF THE PIKE PROPERTY; THENCE WITH THE BOUNDARIES OF THE PROPERTIES INDICATED ON SAID PLAT AS THOSE OF PIKE, JOHNSON, PETTY AND VARIOUS NUMBERED LOTS IN "SECTION 3" SOME FOUR COURSES TO A STAKE IN THE RIGHT-OF-WAY OF HIGHWAY 54 AT A POINT 50 FEET FROM THE CENTER LINE OF SAID HIGHWAY; THENCE S. 35 DEG. 59' E, 380. 59 FT. PARALLEL WITH THE CENTER LINE OF SAID HIGHWAY TO A STAKE IN SAID RIGHT-OF-WAY; THENCE TWO COURSES ALONG THE REAR LINES OF THE LOTS COMPRISING SECTION NO. 4 AS SHOWN ON SAID PLAT TO A STAKE ON THE EAST SIDE OF CRESCENT DRIVE; THENCE ALONG THE EAST SIDE OF CRESCENT DRIVE THREE COURSES AS SHOWN ON SAID PLAT TO A STAKE AT THE SOUTHERNMOST CORNER OF SECTION NO. 1 AS SHOWN ON SAID PLAT; THENCE WITH THE REAR LINES OF THAT AND OTHER LOTS IN SECTION 1 TO THE INTERSECTION OF THE WEST BOUNDARY OF LOT 64 WITH THE NORTH SIDE OF QUANDARY LAKE LANE; THENCE ALONG THE NORTH SIDE OF QUANDARY LAKE LANE TO THE SOUTHEAST CORNER OF LOT 25 OF SECTION 2 AS SHOWN ON SAID PLAT; THENCE WITH THE EAST AND REAR BOUNDARIES OF SAID LOT 25 AND THE REAR BOUNDARIES OF THE OTHER LOTS WEST AND SOUTH THEREOF FRONTING ON QUANDARY LAKE LANE, INCLUDING LOTS 26 THROUGH 34, TO A STAKE ON THE SOUTH SIDE OF QUANDARY LAKE LANE; THENCE ALONG THE SOUTH SIDE OF QUANDARY LAKE LANE, THE SOUTHWEST BOUNDARIES OF LOT 2 AND LOT 1 OF SECTION NO. 1, THE SOUTH BOUNDARY OF SAID LOT 1 AND THE WEST SIDE OF CRESCENT DRIVE TO A STAKE AT THE NORTHEAST CORNER OF THE LANDS DESIGNATED AS "HICKORY RUN CONDOMINIUMS SITE #1" ON SAID PLAT; THENCE ALONG THE NORTH BOUNDARIES OF SAID SITE #1 AND THE NORTH BOUNDARIES OF THE THREE LOTS TO THE WEST THEREOF AS INDICATED ON SAID PLAT AND WITH THE WEST BOUNDARY OF THE WESTERNMOST OF SAID LOTS, DESIGNATED "YOUNG" 200 FT, TO A STAKE AT THE NORTH EDGE OF THE RIGHT-OF-WAY OF BASON ROAD; THENCE ALONG THE NORTH EDGE OF THE RIGHT-OF-WAY OF BASON ROAD S. 63 DEG. 46' 40" W, 150 FT. AS SHOWN ON THE SAID PLAT TO THE BEGINNING; CONTAINING 169.69 ACRES, MORE OR LESS AND INCLUDING THE GOLF COURSE AND CLUBHOUSE COMMONLY KNOWN AS PIEDMONT CRESCENT COUNTRY CLUB.

TOGETHER WITH THE FOLLOWING EASEMENTS GRANTED AS APPURTENANT TO AND A PART OF THE LANDS ABOVE DESCRIBED:

1. THE RIGHT TO MAINTAIN, REPAIR AND REPLACE THE IRRIGATION PIPES INDICATED ON SAID PLAT AS CROSSING CRESCENT DRIVE AND QUANDARY LAKE LANE, PROVIDED SUCH WORK IS DONE IN SUCH A MANNER AS TO CAUSE NO UNDUE-DISRUPTION OF TRAFFIC ON SAID LANE AND DRIVE, AND PROVIDED ANY DAMAGE CAUSED BY SUCH WORK SHALL

3. AN EASEMENT OF INGRESS AND EGRESS FROM BASON ROAD BY WAY OF THE PRESENT (1977) CLUB ENTRANCE DRIVE AND AN EXTENSION THEREOF TO THE EASTERN BOUNDARY OF THE ENCLAVE DESIGNATED ON SAID PLAT AS PROPERTY OF GEORGE BASON, SR., SAID BOUNDARY BEING SHOWN AS HAVING A LENGTH OF 182.78 FEET AND BEING INTERSECTED 33.48 FEET FROM ITS NORTHERN TERMINUS BY THE CENTER LINE OF THE RESERVED 30 FOOT RIGHT-OF-WAY, ALL ' AS SHOWN ON SAID PLAT. THIS RESERVED EASEMENT CARRIES WITH IT THE RIGHT TO CONSTRUCT A ROADWAY EXTENDING UP TO FIFTEEN FEET FROM THE INDICATED CENTER LINE ON EACH SIDE THEREOF, AND SHALL BE FREELY ALIENABLE SO AS TO ENABLE PIEDMONT CRESCENT RECREATIONAL & DEVELOPMENT COMPANY, INC. TO PROVIDE ACCESS TO SOME OR ALL OF THE PRESENT OR FUTURE OWNERS OF THE LAND TO WHICH IT LEADS.

4. A RESERVED 30 FOOT RIGHT-OF-WAY FOR A ROAD EXTENDING FIFTEEN FEET ON EITHER SIDE OF THE CENTER LINE SHOWN ON SAID PLAT AS EXTENDING FROM THE SOUTHWEST TERMINUS OF THE BOUNDARY BETWEEN LOTS 31 AND 32 OF SECTION #2 TO THE NORTHEAST BOUNDARY OF THE "SEWER PLANT PROPERTY" SHOWN ON SAID PLAT; TOGETHER WITH A SIMILAR RIGHT-OF-WAY CONNECTING SAID RIGHT-OF-WAY WITH SECTION #6 AS SHOWN ON SAID PLAT, THE CENTER LINE OF SUCH EXTENSION INTERSECTING THE 200.10-FOOT BOUNDARY OF SAID SECTION #6 37.50 FEET FROM ITS SOUTHERN TERMINUS. THIS RIGHT-OF-WAY SHALL BE FREELY ALIENABLE AND, UNLESS OTHERWISE PROVIDED, SHALL BE APPURTENANT TO AND RUN WITH THE TITLE TO THE SAID SEWER PLANT PROPERTY AND SECTION #6 FOR THE BENEFIT OF THE OWNERS OF THOSE PROPERTIES, INCLUDING RIGHTS OF INGRESS AND EGRESS AND THE RIGHT TO CONSTRUCT, MAINTAIN AND REPAIR ROADS WITHIN THE BOUNDARIES INDICATED,

5. THE FOLLOWING, RESERVED EASEMENTS OR RIGHTS OF WAY FOR SEWERS, INCLUDING IN EACH INSTANCE THE RIGHT TO CONSTRUCT, MAINTAIN, REPAIR AND REPLACE SEWER LINES AND TO DO SUCH DAMAGE AS MAY BE NECESSARY FOR SUCH PURPOSES WITHIN, THE -DESCRIBED RIGHT-OF-WAY, PROVIDED SUCH DAMAGE IS PROMPTLY AND FULLY RESTORED:

(A) A RIGHT-OF-WAY EXTENDING TEN FEET ON EITHER AIDE OF EACH EXISTING SEWER LINE AS INDICATED ON THE SAID PLAT, SAID EXISTING LINES BEING DIFFERENTIATED FROM PROPOSED LINES BY THE INDICATION OF MANHOLES AT EACH TURN AND BEING GENERALLY THOSE LINES EAST OF THE "SEWER PLANT PROPERTY.

(B) A RIGHT-OF-WAY EXTENDING TEN FEET ALONG EACH SIDE OF THE INDICATED CENTER LINES ON THE SOUTHWESTERN PORTION OF THE SAID PLAT, INCLUDING A LINE DESIGNATED AS "20' SANITARY SEWER R/W" FROM THE FIRST MANHOLE SOUTH OF THE "SEWER PLANT PROPERTY" IN A SOUTHWESTERLY DIRECTION TO THE BOUNDARY OF GEORGE BASON, SR., AND ANOTHER LINE BRANCHING OFF THAT ONE EXTENDING TWO INDICATED COURSES TO THE 263.38 FOOT BOUNDARY OF OTHER LANDS OF GEORGE BASON, SR.

(C) A RIGHT-OF-WAY EXTENDING TEN FEET ON EITHER SIDE OF THE LINE INDICATED ON SAID PLAT AS RUNNING FROM THE SOUTHWESTERN TERMINUS OF THE BOUNDARY BETWEEN LOTS 8 AND 9 OF SECTION # 1 178', 50 FEET TO A MANHOLE ON AN EXISTING SEWER LINE.

(D) A RIGHT-OF-WAY EXTENDING TEN FEET ON EITHER SIDE OF A LINE RUNNING FROM THE SOUTH BOUNDARY OF LOT 24 OF SECTION #1 ON SAID PLAT 271.51 FEET TO A MANHOLE AT THE NORTHERN TERMINUS OF THE BOUNDARY BETWEEN LOTS 48 AND 49 OF SECTION #4 AS SHOWN ON SAID PLAT.

(E) A RIGHT-OF-WAY EXTENDING TEN FEET ON EITHER SIDE OF A LINE INDICATED ON SAID PLAT AS A "20' SEWER R/W" EXTENDING 296.40 FEET FROM THE BOUNDARY OF GEORGE BASON, SR.'S LAND SOUTH OF THE PREMISES HEREIN CONVEYED N. 12 DEG. 29' 50" W. TO THE EAST BOUNDARY OF AN ENCLAVE BELONGING TO GEORGE BASON, SR.

(I) A RIGHT-OF-WAY EXTENDING TEN FEET ON EITHER SIDE OF A 152. 88 FOOT. LINE FROM THE NORTHWEST CORNER OF THE GELD YOUNG LOT TO THE NORTHEAST CORNER OF PROPERTY OF GEORGE BASON, SR, AS INDICATED ON SAID PLAT, SAID LINE EXTENDING ACROSS THE EXISTING ENTRANCE ROAD.

(J) A RIGHT-OF-WAY EXTENDING TEN FEET ALONG THE NORTH SIDE OF THE BOUNDARY OF THE PROPERTY OF GEORGE BASON, SR. LYING SOUTH AND WEST OF THE PREMISES DESCRIBED HEREIN, WHICH BOUNDARY RUNS FROM THE NORTHEAST CORNER OF SAID LANDS AS MENTIONED IN THE NEXT PRECEDING SUBPARAGRAPH TO THE EAST SIDE OF A THIRTY FOOT CORRIDOR CONNECTING THE MAIN BODY OF THE LANDS OF GEORGE BASON, SR, WITH TWO ENCLAVES BELONGING TO HIM AS SHOWN ON SAID PLAT, AND RESUMING AT THE WEST SIDE OF SAID CORRIDOR ALONG THE 222, 33 FOOT BOUNDARY INDICATED IN SAID PLAT AND CONTINUING ALONG THE BOUNDARY OF GEORGE BASON, SR. TO THE EAST BANK OF HAW RIVER.

(K) A RIGHT-OF-WAY EXTENDING TEN FEET ALONG THE NORTH SIDE OF THE NORTH BOUNDARY OF LOT 11 OF SECTION #1 AS INDICATED ON SAID PLAT,

6. A RIGHT-OF-WAY FOR A WATER LINE EXTENDING TEN FEET ON EITHER SIDE OF A LINE RUNNING FROM THE NORTHWEST CORNER OF LOT 11 OF SECTION #1 AS SHOWN ON SAID PLAT NORTH 56 DEG, 28' WEST 199. 78 FEET TO THE EAST BOUNDARY OF SECTION #6 AS SHOWN ON SAID PLAT, INCLUDING THE RIGHT TO CONSTRUCT, INSTALL, MAINTAIN, REMOVE OR REPLACE WATER PIPES AND TO DO SUCH DAMAGE WITHIN THE BOUNDARIES OF THE RIGHT-OF-WAY AS MAY BE NECESSARY FOR SUCH PURPOSE PROVIDED ALL SUCH DAMAGE IS PROMPTLY AND FULLY RESTORED.

7. THE RIGHT IS RESERVED TO PIEDMONT CRESCENT RECREATIONAL & DEVELOPMENT CO. , INC. AND ITS SUCCESSORS AND ASSIGNS TO REMOVE THE MANTLE FROM THE DINING ROOM OF THE CLUBHOUSE ON THE PREMISES AT ANY TIME BETWEEN DECEMBER 29, 1977 AND DECEMBER 29, 1997 UPON INSTALLING A SUITABLE REPLACEMENT IN SAID DINING ROOM IF THE DINING ROOM IS STILL STANDING AND IS NOT-SCHEDULED FOR DEMOLITION AT THE TIME OF SUCH REMOVAL.

8. AN EASEMENT OR RIGHT-OF-WAY FOR THE EXISTING IRRIGATION PIPE EXTENDING ACROSS A PROPOSED ROADWAY OF THE GRANTOR NEAR THE SOUTHWEST CORNER OF LANDS THIS DAY CONVEYED TO THE GRANTEE BY PIEDMONT CRESCENT RECREATIONAL & DEVELOPMENT COMPANY, INC. AS SHOWN ON PLAT REGISTERED IN THE OFFICE OF THE REGISTER OF DEEDS FOR ALAMANCE COUNTY IN PLAT BOOK 23 AT PAGE 58, INCLUDING THE RIGHT TO REPAIR OR REPLACE SAID PIPE AS MAY BE NECESSARY FROM TIME TO TIME PROVIDED SUCH WORK IS DONE WITHOUT UNDUE DISRUPTION OF TRAFFIC ALONG THE ROAD WHICH THE GRANTOR PROPOSES TO BUILD OVER SAID PIPE AND PROVIDED FURTHER THAT ANY DAMAGES RESULTING FROM SUCH WORK IS FULLY AND PROMPTLY RESTORED.

9. TOGETHER WITH THE RIGHT TO AUTHORIZE PASSAGE FOR PERSONS ON FOOT, FOR GOLF CARTS AND FOR GOLF COURSE MAINTENANCE EQUIPMENT ACROSS THE THIRTY FOOT CORRIDOR INTERSECTED BY SAID IRRIGATION PIPE AND RIGHT-OF-WAY AND ACROSS THE SIMILAR THIRTY FOOT CORRIDOR TO THE NORTH THEREOF AS SHOWN ON THE SAID PLAT, THE TWO SAID CORRIDORS CONNECT THE THREE MAJOR PORTIONS OF THE LANDS INDICATED AS PROPERTIES OF GEORGE BASON, SR. IN THE SOUTHWESTERN PORTION OF SAID PLAT.

SAVE AND EXCEPT THOSE CERTAIN TRACTS OR PARCELS OF LAND HEREFORETO CONVEYED TO TAR HEEL LAND GROUP, LLC AS DESCRIBED IN DEED BOOK 2566, PAGE 896, AND TO EULISS, INC. AS DESCRIBED IN BOOK 2506, PAGE 677, ALAMANCE COUNTY REGISTRY.