

**RIVERWOOD ATHLETIC CLUB COMMUNITY ASSOCIATION, INC.
RESOLUTION 2019 – 1**

That the following resolution was adopted by unanimous written consent of the Board of Directors (“Board”) of Riverwood Athletic Club Community Association, Inc. (hereinafter “Association”) as indicated below:

WHEREAS, Article 7.1 of the Declaration of Covenants, Conditions and Restrictions for Riverwood Athletic Club (hereinafter “Declaration”) says:

(a) The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property.

(b) The Declarant and its designees may convey to the Association personal property and fee title, leasehold or other property interests in any real property, improved or unimproved, described on Exhibits "A" or "B." The Association shall accept and maintain such property at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association. Upon written request of Declarant, the Association shall reconvey to Declarant any unimproved portions of the Properties originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

and

WHEREAS, on or about November 4, 2003, the Declarant conveyed to the Association by non-warranty deed recorded in Deed Book 2581, Page 94, of the Johnston County Registry, certain real property including, but not limited to the following:

BEING all of that parcel of land containing 159,054 square feet, more or less, which is shown on that map recorded in Plat Book 57, Page 121, Johnston County Registry, to which plat reference is hereby made for a full and complete description of said parcel of land.

(the “159,054 Parcel”); and

WHEREAS, since approximately November 4, 2003, the Association has, pursuant to Article 7.1(b) of the Declaration, maintained the 159,054 Parcel at its expense for the benefit of its Members; and

WHEREAS, on or about February 12, 2019, the Declarant, pursuant to Article 7.1(b) of the Declaration and with the letter attached hereto as Exhibit 1, made a written request of the Association (“Declarant Request”) to reconvey to Declarant a small portion of the 159,054 Parcel identified in Exhibit 2 attached hereto as Parcel C (“Parcel C”), which Parcel C includes approximately 0.01 acres; and

WHEREAS, Parcel C is unimproved and was originally conveyed by Declarant to the Association for no consideration; and

WHEREAS, with the Declarant Request, the Declarant confirms that Parcel C was conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines; and

WHEREAS, all conditions precedent have been satisfied for the reconveyance of Parcel C to the Declarant in accordance with the Declaration and the Association is, therefore, required to reconvey Parcel C to the Declarant in accordance with the Declaration by non-warranty deed; and

WHEREAS, the Association maintains that it has no interest in Parcel B identified in Exhibit 2 attached hereto (“Parcel B”), which Parcel B includes approximately 0.102 acres; and

WHEREAS, a question has arisen about the title to Parcel B and, since the Association maintains it has no interest in Parcel B, the Declarant, pursuant to 7.1(b) of the Declaration and with the Declarant Request, made a written request of the Association to convey any interest the Association may have in Parcel B to Declarant; and

WHEREAS, since the Association maintains it has no interest in Parcel B, it is in the best interest of the Association and consistent with Article 7.1(b) of the Declaration to convey any interest the Association may have in Parcel B to Declarant;

NOW, THEREFORE, BE IT RESOLVED THAT the Association shall reconvey Parcel C and convey Parcel B to the Declarant in accordance with the Declaration by non-warranty deed in the form attached as Exhibit 3 (“Non-Warranty Deed”); and

BE IT FURTHER RESOLVED THAT the President of the Association is authorized to execute the Non-Warranty Deed and take all such further actions as may be necessary to reconvey Parcel C and/or convey Parcel B to the Declarant in accordance with the Declaration.

The foregoing action was approved by unanimous written consent without a meeting of the Board.

All Directors of the Association hereby certify that the foregoing is an accurate representation of an action of the Board.

This the 12th day of February 2019.

DocuSigned by:
Brent Wood

957A93A1B734E463
Director (Brent Wood)

DocuSigned by:
Kristine Schneider

489919514848446
Director (Kris Schneider)

DocuSigned by:
Matt Zaske

3241FEF84C1649D...
Director (Matt Zaske)

EXHIBIT 1

February 12, 2019

Riverwood Athletic Club Community Association Inc.
ATTN: Board of Directors

RE: Parcels B & C, Plat Book 88, Pages 170-171

Directors,

Article 7.1 of the Declaration of Covenants, Conditions and Restrictions for Riverwood Athletic Club (hereinafter "Declaration") says:

(a) The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property.

(b) The Declarant and its designees may convey to the Association personal property and fee title, leasehold or other property interests in any real property, improved or unimproved, described on Exhibits "A" or "B." The Association shall accept and maintain such property at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association. Upon written request of Declarant, the Association shall reconvey to Declarant any unimproved portions of the Properties originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

On or about November 4, 2003, Riverwood on the Neuse, LLC, as Declarant under the Declaration ("Declarant"), conveyed to the Riverwood Athletic Club Community Association, Inc. ("Association") by non-warranty deed recorded in Deed Book 2581, Page 94, of the Johnston County Registry, certain real property including, but not limited to the following:

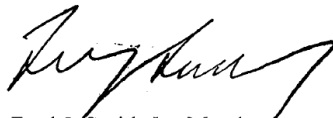
BEING all of that parcel of land containing 159,054 square feet, more or less, which is shown on that map recorded in Plat Book 57, Page 121, Johnston County Registry, to which plat reference is hereby made for a full and complete description of said parcel of land. (the "159,054 Parcel").

Since approximately November 4, 2003, the Association has, pursuant to Article 7.1(b) of the Declaration, maintained the 159,054 Parcel at its expense for the benefit of its Members.

The Declarant, pursuant to 7.1(b) of the Declaration and with this letter, hereby requests that the Association reconvey to Declarant a small portion of the 159,054 Parcel identified in Plat Book 88, Pages 170-171, Johnston County Registry ("Parcel C"), which Parcel C includes approximately 0.01 acres. The Declarant confirms that Parcel C was conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

Similarly, the Declarant hereby requests that the Association convey to Declarant all of the Association's interest Parcel B identified in Plat Book 88, Pages 170-171, Johnston County Registry ("Parcel B"), which Parcel B includes approximately 0.102 acres. The Declarant never intended to transfer an interest in Parcel B to the Association, and the Declarant understands that the Association maintains it has no interest in Parcel B. To the extent that Parcel B was conveyed to the Association by the Declarant, the Declarant confirms that Parcel B was conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

Sincerely,



Fred J. Smith Jr., Member Manager
Riverwood on the Neuse, LLC

EXIBHIT 3

(2 page)

Parcel B & C, Plat Book 88, Pages 170-171

Prepared by: McCullers, Whitaker & Hamer, PLLC, 104 N. Fayetteville St., Clayton,
NC 27520

Mail To: GRANTEE

Excise Tax: \$0

Parcel ID: Parcel B: Out of 16I02064L Parcel C: Out of 16L02064L and 16L02064K

The property conveyed herein IS NOT the Grantor's primary residence

NORTH CAROLINA QUITCLAIM DEED

State of NORTH CAROLINA

County of JOHNSTON

This QUITCLAIM DEED, made this, the _____ day of February, 2019 by and between **RIVERWOOD ATHLETIC CLUB COMMUNITY ASSOCIATION, INC. a North Carolina corporation** (hereinafter referred to as "GRANTOR"), and **RIVERWOOD ON THE NEUSE, LLC, a North Carolina limited liability company**, whose address is 400 Riverwood Drive, Clayton, NC 27527 (hereinafter referred to as "GRANTEE"):

WITNESSETH

That the Grantor, for valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land more particularly described as follows:

BEING all of Parcel B & C as depicted on that map entitled, "Recombination Survey for Badgergate Development Company, LLC" recorded in Plat Book 88, Pages 170-171, Johnston County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantees and his heirs and assigns, free and discharged of all right, title, claim or interest of the Grantor(s) or anyone claiming by, through or under them.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set his hand and seal, or if corporate, has caused this instrument to be executed by duly authorized officers and its seal affixed by authority of its Board of Directors, the day and year set forth above.

**RIVERWOOD ATHLETIC CLUB COMMUNITY
ASSOCIATION, INC.
a North Carolina corporation**

BY: _____

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____
_____.

This the ____ day of February, 2019.

_____, Notary Public

My Commission Expires: