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October 3, 2013

Mr. Ed Blanchard  
103 Roxie Avenue  
Fayetteville, NC 28304

RE: Lakeshore Harbor and Luxury Condos vs. McFadyen Lake Association

Dear Mr. Blanchard:

Enclosed please find a fully executed copy of the Memorandum of Understanding in the above matter.

Yours very truly,

LEWIS, DEESE, NANCE & BRIGGS, LLP

  
Katherine Cresswell  
NC State Bar Certified Paralegal

/kc  
Enclosure

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING entered into this 30 day of September, 2013, by and between McFadyen Lake Association, Inc. and Lakeshore Harbor, LLC and Luxury Condos, LLC (hereinafter referred to collectively as "the Parties").

**WITNESSETH**

The Parties desire to clarify certain terms of the Mediation Settlement Agreement entered into by the Parties on or about March 12, 2013, a copy of which is marked as Exhibit "A" attached hereto and incorporated herein.

In consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

**1. Approval**

The Board of Directors of McFadyen Lake Association, Inc. has approved both the Mediation Settlement Agreement and this Memorandum of Understanding. Likewise, both Lakeshore Harbor, LLC and Luxury Condos, LLC have approved both the Mediation Settlement Agreement and this Memorandum of Understanding. The Parties intend to be bound by the terms and conditions of the Mediation Settlement Agreement and this Memorandum of Understanding.

**2. Collection of Dues**

Regarding the collection of dues as set forth in paragraph 1(c) of the Mediation Settlement Agreement, Luxury Condos, LLC and/or Lakeshore Harbor, LLC and/or their assigns or affiliates to include any entity in which either Christopher Manning, Autry Butler, Tonya Gray Butler and/or Frances T. Butler own a controlling interest, individually or collectively, to include but not limited to, Devin Health Group, LLC and/or Lakeshore Condos, LLC, shall receive the 30% discount for collection and timely payment of dues as provided for in said paragraph.

**3. Assessments**

Regarding assessment as set forth in paragraphs 1(d) and 3 of the Mediated Settlement Agreement, affiliated parties of Lakeshore Harbor, LLC and/or Luxury Condos, LLC shall mean any entity in which either Christopher Manning, Autry Butler, Tonya Gray Butler and/or Frances T. Butler own a controlling interest, individually or collectively, to include but not limited to, Devin Health Group, LLC and/or Lakeshore Condos, LLC.

**4. Liens**

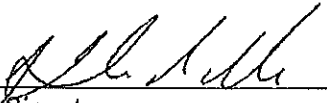
Immediately following the execution of this Memorandum of Agreement, McFadyen Lake Association, Inc. shall cause all liens filed by McFadyen Lake Association, Inc. on properties on by the Parties and/or their assigns or affiliates to be removed and cancelled.

**5. Affirmation**

Lakeshore Harbor, LLC and/or Luxury Condos, LLC, their assigns and affiliates, to include but not limited to, Devin Health Group, LLC and/or Lakeshore Condos, LLC, affirm that they do not intend to build any or make any group homes and that group homes would not be considered single dwelling units as far as the Mediated Settlement Agreement and/or this Memorandum of Understanding is concerned.

**IN WITNESS WHEREOF**, counsel for each of the Parties has executed this Memorandum of Understanding by signature of its duly authorized representative the day and year first above written.

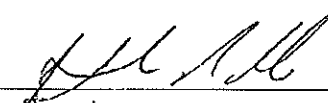
For Lakeshore Harbor, LLC:

By:   
Signature  
J. Thomas Neville

Attorney for Plaintiff

9/30/13  
Date


For Luxury Condos, LLC:

By:   
Signature  
J. Thomas Neville

Attorney for Plaintiff

9/30/13  
Date

For McFayden Lake Association, Inc

By:   
Signature  
James R. Nance

Attorney for Defendant

9/26/13  
Date