

**PUBLIC OFFERING STATEMENT
OF
CORAL SANDS POINT RECREATIONAL VILLAGE LAND CONDOMINIUM**

Coral Sands Point, LLC, the developer of Coral Sands Point Recreational Village Land Condominium, hereby furnishes the following information to prospective purchasers of units in the condominium. The purpose of this public offering statement is to provide prospective purchasers an opportunity to understand the nature of the product that they are purchasing.

EACH PROSPECTIVE PURCHASER MUST RECEIVE A PUBLIC OFFERING STATEMENT BEFORE SIGNING A CONTRACT FOR PURCHASE. NO CONVEYANCE OF A UNIT IN THE CONDOMINIUM CAN OCCUR UNTIL SEVEN (7) CALENDAR DAYS FOLLOWING THE SIGNING OF A CONTRACT FOR PURCHASE. DURING THIS SEVEN DAY (7) PERIOD, A PURCHASER HAS THE ABSOLUTE RIGHT TO CANCEL THE CONTRACT.

CONDOMINIUMS GENERALLY

Condominiums combine the economic attraction of property ownership with the social and economic attractions of apartment occupancy. Condominiums make it possible for unit owners to share recreational facilities and amenities that are not as affordable if owned individually. They also liberate owners from many of the usual upkeep responsibilities and, at the same time, give the owners a degree of control over their environment through the power of a property owners' association.

Condominium owners own their units in fee simple absolute. Unit owners acquire a defined land parcel. In addition, each unit owner is a tenant in common with all other unit owners in the condominium's common elements, such as the land and improvements, which may include, but are not limited to, parking areas, bathhouse, decks and boat ramp, playground, swimming area, septic system and electrical system. Limited common elements assigned for exclusive use by a unit may include a pier and/or floater as licensed by Alcoa Power Generating, Inc., which operates and controls use of High Rock Lake Reservoir. The Unit Owner will be responsible for routine maintenance of the limited common element.

Since unit owners acquire fee title, they can finance their purchase by granting a mortgage on their unit to secure a loan from an institutional lender. Unit owners are responsible for comparable obligations incident to home ownership such as debt service on their mortgage loan, real property taxes on their individual units, and maintenance, repair or replacement of the improvements to their units and any equipment or appliance providing service to their units. In addition, unit owners must also pay a periodic assessment fee to support the maintenance and operation of the condominium and its common elements, including, without limitation, all costs and expenses of operating, heating, cooling, repairing, lighting, cleaning, painting, removal of snow and ice,

insurance, taxes and other assessments imposed against the land, utilities, water and sewer charges, personnel costs (if any), security, fire control devices, and fees for permits, licenses or use taxes, and all non-capital costs and expenses, such as replacing of paving and upkeeping the landscaping.

The governing document of a condominium is a declaration of condominium. The declaration provides, among other things, a legal description of the condominium and of the individual units and the common elements, sets forth the rules and regulations of the condominium, and establishes guidelines for the condominium's administration by the homeowners association. The property owners association is responsible for advancing the condominium's interests pursuant to the intent of the declaration. The property owners association is governed by its articles of incorporation and bylaws, which outline the procedures to be followed in selecting a board of directors, who will supervise the condominium's ongoing activities and authorizing expenditures for maintenance and operation of the common elements. Unit owners are automatically admitted as members. The declaration of condominium also specifies the manner in which the periodic assessment fee for the use of the common areas and facilities is to be paid by the unit owners to the homeowners association.

DECLARANT/DECLARATION

Coral Sands Point Recreational Village Land Condominium ("Coral Sands Point") is being developed by Coral Sands Point, LLC, a North Carolina limited liability company (the "Declarant"), having a principal place of business at 1477 Shoreline Drive, Lexington, Davidson County, North Carolina 27292. Coral Sands Point is located on that certain real property in Silver Hill Township, Davidson County, North Carolina, which property is more particularly described in Exhibit A to the Declaration (the "Land").

Coral Sands Point will be formed and subjected to the Declaration of Condominium of Coral Sands Point Recreational Village Land Condominium ("the Declaration"). The Declaration is the governing document for Coral Sands Point and includes restrictions on ownership. Before purchasing a unit, purchasers should read the Declaration. The Declaration is attached hereto as Exhibit A and incorporated herein by reference.

CORAL SANDS POINT RECREATIONAL VILLAGE LAND CONDOMINIUM

NAME AND ADDRESS

The name of the complex is Coral Sands Point Recreational Village Land Condominium ("Coral Sands Point"). The principal address of Coral Sands Point is 407 S. Elam Ave., Greensboro, NC 27403.

GENERAL DESCRIPTION

Coral Sands Point will consist of thirty-six (36) recreational vehicle ("RV") units and one (1) commercial unit. The RV units are to be used for part-time recreational use by the owner and their lessees and invitees, and may not be used as full-time residences.

The RV units will be no larger than 400 sq. ft. in size with both septic and electricity hook-ups suitable for allowed recreational vehicles. All units will be restricted to the Park Model form of recreational vehicle as defined in the Declaration. Note: Some owners may be grandfathered with an existing RV that is not a Park Model but will be required to replace it with a Park Model as provided in the Declaration.

An individual pier and/or floater is provided with each unit as a limited common element as permitted by Alcoa Power Generating, Inc. ("APGI"). The association is responsible for the pier license and each unit owner is responsible for the routine maintenance of the pier/floater according to standards set out by APGI.

In addition to the units and limited common elements, the following common elements will be provided: parking areas, bathhouse, concrete boat ramp, playground, swimming area, septic system, electrical system and other landscaped areas.

The Declarant has filed simultaneously with the Declaration a survey of the land and graphic descriptions and plans of the improvements constituting the condominium identifying the condominium units, the common element and limited common element and their respective locations and approximate dimensions. The property owners association will own fee simple title to all common element and each owner shall have a 2.7027% undivided interest in the common element, which has been calculated by Declarant pursuant to the Declaration and set out in Exhibit B attached to the Declaration.

OWNERSHIP RESTRICTIONS AND OBLIGATIONS

Each of the thirty-six (36) RV units will be restricted to residential use by its owner, his or her immediate family, guests, invitees, and lessees. There is no restriction of the right of any unit owner to lease his or her unit; provided, that any lease must be in writing, the lease is subject to the provisions of the Declaration, and any failure by the lessee to comply with the terms of the Declaration will constitute a default under the lease, except as permitted in the Declaration. No unit may be divided or subdivided into a smaller unit than what is shown on the plat, nor will any unit or portion thereof be added or incorporated into any other unit. The undivided interest in the common element is appurtenant to each unit and cannot be conveyed, devised, encumbered and unless so conveyed, devised or encumbered along with the unit to which it relates. Likewise, no unit owner may bring or have any right to bring any action for partition or division of the common element unless and until Coral Sands Point Recreational Village Land Condominium is terminated in accordance with North Carolina law. Except in cases of condemnation, portions of the common element may be conveyed or encumbered only with affirmative vote by the unit owners some of which may include the Declarant's units, of eighty percent (80%) of more of the aggregate undivided interest pursuant to

North Carolina General Statutes Section 47C-3-112. Any such conveyance or encumbrance of the Common Element will be subject to any lien from an existing mortgagee on a unit unless the mortgagee releases its interest therein.

The liability for common expenses, the interest in all of the funds and other assets of the homeowners association as described more fully in the Declaration and defined as the “Common Surplus”, and the voting rights in the homeowners association will be assigned as of the date of the Declaration by the Declarant to each unit owner in portion to the unit owner’s undivided interests in the Common Elements appurtenant to his or her unit, which represents the fair allocation of the total value of Coral Sands Point and considers the likely level of use of certain of the Common Element by owners of each unit.

In the event the Declarant exercises its development and expansion rights reserved in the Declaration, each added unit will be subject to the terms and provisions of this Public Offering Statement, the Declaration and rules and regulations set therein, and the property owners association’s articles of incorporation and bylaws (collectively, the “Condominium Documents”). Subsequently, the amount of undivided interests assigned to each unit (including all newly created units) shall be recalculated by Declarant in a similar manner to the initial assignments. The Condominium Documents provide further restrictions, conditions, and covenants in connection with the ownership of a condominium unit.

ZONING

The RV units of Coral Sands Point are zoned RM-1, Medium Density Residential District and RS, and the commercial unit portion containing the building is zoned RC, Rural Commercial, by the Davidson County Department of Planning and Zoning. Use by recreational vehicles are a legal non-conforming use.

The property is subject to utility and water/sewer easements and other restrictions of record, which are listed in more detail on Exhibit B and are incorporated herein by reference, and restrictions of the Declarant pursuant to the Declaration, which in Declarant’s judgment do not materially impair the use of the property as a RV site complex. The Land is currently subject to a mortgage loan. Any mortgage lien granted by the Declarant will be released from a unit upon sale to a unit owner.

CORAL SANDS POINT PROPERTY OWNERS ASSOCIATION, INC.

MEMBERSHIP

To efficiently and effectively provide for the operation and administration of Coral Sands Point by unit owners, Coral Sands Point Property Owners Association, Inc. (the “Association”) has been formed and organized as a not for profit corporation and will own the fee simple title to all Common Element of Coral Sands Point. The owner of each unit will automatically become a member of the Association upon acquiring an ownership interest in the unit and its appurtenant undivided interests. Membership in the

Association will terminate automatically upon the transfer of title to the owner's unit. No persons or entities holding any lien, mortgage or other encumbrance on any unit will be entitled to membership in the Association or to any of the rights or privilege or such ownership.

ARTICLES OF INCORPORATION AND BYLAWS

A copy of the Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibit C and Exhibit D, respectively, and are incorporated herein by reference. The Articles of Incorporation and Bylaws provide for, among other things, the following: (a) membership in the Association; (b) rights of enjoyment of Common Element (c) place, time and manner of meetings; (d) function, number, powers and duties of the Board of Directors and officers of the Association, and (e) collection powers for assessments. No other organizational document of the Association other than those described herein have been created or adopted.

BOARD OF DIRECTORS

The affairs relating to the Association will be governed by a Board of Directors. Pursuant to the Bylaws of the Association, Directors will be elected to office by a majority vote of the members of the Association in accordance with such members' percentage of undivided interests. Notwithstanding the foregoing, the Declarant has the right to designate and select a majority of the Board of Directors of the Association until no later than the earlier of the following events:

- (1) One Hundred and Twenty (120) days after seventy-five percent (75%) or more of the aggregate undivided interests, including units comprising latter phases of development pursuant to the expansion rights of Declarant have been conveyed to a unit owner.
- (2) Two (2) years after the Declarant has ceased to offer units for sale in the ordinary course of business;
- (3) Two (2) years after any development or expansion right to add new units was last exercised by the Declarant.

ASSESSMENTS, COMMON EXPENSES, UNIT EXPENSES

The Declaration authorizes the Association to assess unit owners a periodic fee to fund the Association's duties and obligations in the operation and maintenance of Coral Sands Point. The amount of the assessment as to each unit is based on the undivided interest in the Common Element is appurtenant to each unit. This assessment includes all expenses and costs in connection with maintaining, repairing, replacing and operating the Common Areas and other facilities related to the Coral Sands Point in a manner deemed by the Association to be reasonable and appropriate and for the best interests of the unit owners, including, without limitation, all costs or expenses of operating, repairing, lighting, cleaning, painting, insuring, providing water and sewer, security and services

and personnel cost in implementing said services; installation of new equipment; and ad valorem taxes and other assessments imposed against the Land and/or Common Element (collectively, the "Common Expenses"). Common Expenses do not include any repair, replacement or modification of any personal property, including any recreational vehicle unit that is exclusively for an individual unit.

A schedule of the estimated Common Expenses as to each unit is attached hereto as Exhibit E and incorporated herein by reference. This amount is due and payable annually to the Association and a late fee may be imposed for assessments not received by the Association as determined by the Association. Common Expenses are not fixed and may be increased (or decreased) in the future. Any future changes to the assessment will be determined by the Association. Excluding the monthly assessment for the Common Expenses, there are no current anticipated future fees or charges to be paid by unit owners for the Common Element related to Coral Sands Point.

Owners are responsible for the operation and maintenance of any improvements to their units and any Limited Common Element adjacent to their unit as described under the heading OWNERSHIP RESTRICTIONS AND OBLIGATIONS herein. Moreover, the Declaration authorizes the Association to assess individual unit owners all improvements and services which are exclusively or substantially for the benefit of an individual unit owner and assess each unit owner for the cost of such improvements and services to the extent applicable to any such unit (which applicable assessment may differ from the undivided interest appurtenant to such unit).

INSURANCE

The Association will initially obtain property and casualty insurance from Breeden Insurance Agency for the benefit of the Association to cover the structures within the Common Element to the extent available. The policy is general property and casualty policy and covers the loss by fire, wind, and other casualties to the Common Element up to replacement cost in casualty loss. This contract is subject to cancellation by the Association at its choosing. There is no insurance provided on the landscape for the benefit of Unit Owners. Liability insurance is required by each Unit Owner as set out in the Declaration.

BUDGET

The Association will prepare its own budget. A copy of the current year's budget is attached hereto as Exhibit E and incorporated herein by reference. The Declarant is not providing any services to and is not paying any expenses that are not reflected in the budget.

GENERAL PROVISIONS

LAWSUITS/JUDGMENTS

The Declarant has no knowledge of any unsatisfied judgments or pending suits against itself or the Association that would materially affect Coral Sands Point.

CLOSING

Every purchaser must receive a copy of this Public Offering Statement prior to signing a contract for purchase. In addition, no conveyances will occur until seven (7) calendar days following the signing of a contract for purchase. During this seven day (7) period, purchasers will have the right to cancel the contract.

CONTRACTS AND FEES

Other than the contracts for purchase, no contracts will be required by Declarant or by the Association for the purchaser to sign at the closing of the sale of their unit. In addition to the payment of the purchase price at closing, a working capital contribution equal to 1/6 of the annual assessment for common expenses reflected in the initial budget, as well as a pro-rata portion of the annual assessment for the year of closing will be paid at closing. The working capital contribution is non-refundable and is paid to the Association to capitalize the operating funds of the Association.

DEPOSITS AND CLOSING FEES

Deposits made in connection with the purchase or reservation of a condominium unit will be immediately deposited in trust or escrow account with NewBridge Bank (or any other federally insured institution selected by the escrow agent) pursuant to North Carolina General Statutes Section 47C-4-108 and will remain in such account until the closing of such purchase; provided, however, that a purchaser's deposit will be promptly refunded to him or her if such purchaser elects to cancel within the seven day (7) time period. Deposits held in the escrow account will earn no interest. The escrow agent will be Irvin Sink, having an office at 118 West First Avenue, Lexington, North Carolina 27292. Each purchaser will be responsible for his or her ordinary closing expenses (such as his or her attorney fees, recordation expenses, title insurance, and mortgage loan expenses) as set forth in the contract for purchase.

LIST OF EXHIBITS

- Exhibit A: Declaration of Condominium of Coral Sands Point
- Exhibit B: Title exceptions (matters of record)
- Exhibit C: Articles of Incorporation of Coral Sands Point Homeowners Association
- Exhibit D: Bylaws of Coral Sands Point Homeowners Association
- Exhibit E: Schedule of the current monthly assessment and current balance sheet and projected budget