

NET Tudi / Bald Head  
TOTAL 47 REV \_\_\_\_\_ TCN 38  
REC# \_\_\_\_\_ CK AMT \_\_\_\_\_ OK# \_\_\_\_\_  
CASH \_\_\_\_\_ REF \_\_\_\_\_ BY RS

AMENDED AND RESTATED  
AMENDMENT AND ANNEXATION TO PROTECTIVE COVENANTS  
BALD HEAD ISLAND STAGE TWO  
KEEPER'S LANDING  
CAPE FEAR STATION - MULTI-FAMILY 4

This Amended and Restated Amendment and Annexation to Protective Covenants, Bald Head Island Stage Two, ("Amendment") is made by Bald Head Island Limited with the joinder and consent of Bald Head Construction, Inc., this 22ND day of June, 2004.

RECITALS:

Bald Head Island Limited, a Texas Limited Partnership qualified to do business in the State of North Carolina ("Declarant") is the developer of property generally referred to as Bald Head Island. In furtherance of that plan of development, Declarant did record Protective Covenants for Bald Head Island Stage Two, dated August 3, 1995 ("Protective Covenants"), which Protective Covenants are recorded in Deed Book 1045, Page 676 et seq., Brunswick County Registry, Brunswick County, North Carolina. Paragraph 2 of the Protective Covenants authorizes and allows Declarant to annex additional property on Bald Head Island to the provisions of the Protective Covenants, and to subject lots so annexed to building and site restrictions as set out in the Amendment annexing said lots; and,

WHEREAS, Declarant, has heretofore caused to be recorded in the records of the aforesaid Brunswick County Registry in Book 1766 at Page 1200, an Amendment and Annexation to Protective Covenants, Bald Head Island Stage Two, Keeper's Landing, Cape Fear Station – Multi-Family 4 (which Amendment was itself twice amended by an Addendum and a Second Addendum to Amendment and Annexation to Protective Covenants, recorded in Book 1784 at Page 476 and in Book 1917 at Page 731, Brunswick County Registry), and has further caused to be recorded in said Registry in Map Cabinet 28, Instrument 118, a Plat of survey which sets out and describes the real property and Units subject to said Amendment and Annexation as amended; and,

WHEREAS, by instrument recorded in the records of said Brunswick County Registry in Book 1768 at Page 1290, Declarant conveyed to Bald Head Construction, Inc. certain numbered Units set out on the aforesaid Plat and included in the Amendment and Annexation above described; and

WHEREAS, the Declarant, with the joinder and consent of Bald Head Construction, Inc., being the owners of all property and Units in said Keeper's Landing, Cape Fear Station – Multi-Family 4, as depicted in the aforesaid Plat of survey, has decided to revise and reconfigure said real property and Units, and has caused the same to be replatted to reflect such revision and reconfiguration, which revised Plat of survey is recorded in Map Cabinet 30, Instrument 330, Brunswick County Registry; and,

WHEREAS, by execution and recordation of this Amended and Restated Amendment and Annexation, it is the intent of the Declarant to amend and restate the Amendment and Annexation by which the property hereinafter described was annexed to the terms, provisions and conditions of the Protective Covenants, subject to the revised Plat referenced above and to the specific provisions contained herein, and the Declarant hereby declares that this Amended and Restated Amendment and Annexation shall supercede and replace the previous Amendment and Annexation, as amended, applicable to the property and Units described herein and depicted on said revised Plat;

NOW THEREFORE, the Declarant hereby declares that all of the property and Units shown on the revised Plat shall hereafter be held, owned and conveyed subject to the provisions of this Amended and Restated Amendment and Annexation; that upon the recording of this Amended and Restated Amendment and Annexation, the previous recorded Amendment and Annexation and Plat of survey of the property and Units shall have no further force or effect; and that all conveyances of any interest in the property or Units shall henceforth be made with reference to the revised Plat and this Amended and Restated Amendment and Annexation.

1. ADDITIONAL PROPERTIES. The provisions of the Protective Covenants shall apply fully to all of the property (including Units one [1] through thirty-three [33], with the appurtenant decks, patios, crofters (C) and/or garages (G), Common Property, private rights-of-way, and the area designated "Open Space"), all as shown on that revised plat for Keeper's Landing, Cape Fear Station, recorded in Map Cabinet 30, Instrument 330, Brunswick County Registry ("Plat"), as the same may be amended from time to time. As used herein, "Unit" shall mean any numbered building pad designated for construction of a residence ("Living Unit"), the building pad for the garage, crofter, or crofter/garage combination (if any) assigned thereto, the stairs, deck and/or patio attached thereto or associated therewith, together with the land surrounding said building pads to the drip-line of the eaves thereof, as numbered and shown on the Plat, subject to such adjustment of said building pads as may be reasonably necessary due to specific site conditions (e.g., topography and vegetation) to allow construction thereon. The property shown on the Plat which is not included in a Unit, including the area designated as "Open Space", is hereby declared to be Common Property of the Association (as defined in the Protective Covenants).

2. ASSOCIATION. As set out in the Protective Covenants, Declarant has chartered a North Carolina non-profit homeowners association named Bald Head Island Stage Two Association, Inc. ("Association"). The owner of each Unit shall be a member of the Association, and shall be required to pay dues and assessments as set out in the Protective Covenants, including Supplemental Dues where applicable. The Owner of each of the Units shall begin paying dues and assessments to the Association as of the date of acquisition of title, and for Units owned by Declarant or an entity owned or controlled by Declarant, as of the calendar year following the issuance of a certificate of occupancy for the Unit, if not previously conveyed to a third party. For all purposes of the Protective Covenants, including but not limited to the assessment and collection of dues, a Unit described hereunder shall be the equivalent of a Lot as set forth and defined therein.
3. SINGLE FAMILY UTILIZATION. Except for such other uses as have been or are hereinafter reserved to Declarant, all Units shall be limited to use only for single family residential purposes. All of the provisions of Paragraph 3 of the Protective Covenants are specifically incorporated herein by reference.
4. SETBACKS. The Plat sets out allowed building pads for the primary Living Unit and the garage or crofter/garage combination (if any) for each Unit. The actual location of said building pads is subject to such adjustment as may be reasonably necessary, due to specific site conditions, to allow construction thereon while having a minimal impact on the topography, vegetation, and other natural features of the area. There shall be no setbacks, other than those imposed by the Village of Bald Head Island or other governmental authority, except that all construction of every Living Unit and garage, crofter, or crofter/garage combination must be within the designated building pad(s) as shown on the Plat or as reasonably adjusted, subject to the approval, rules, and regulations of the Committee, as more fully set out in Paragraph 4 of the Protective Covenants. This requirement to construct within the designated building pad, as shown on the Plat or as reasonably adjusted, shall specifically take precedence over any presumed setbacks as set out in Paragraph 8 of the Protective Covenants. Stairs, decks, and patios may be constructed outside the building pads, subject to approval by the Committee. In any event, no construction except improvements allowed in accordance with the ordinances of the Village of Bald Head Island shall be allowed within any setback imposed by the Village of Bald Head Island. Improvements other than the primary Living Unit and its garage, crofter, or crofter/garage, if approved by the Committee, may be constructed within setbacks established by Declarant.
5. LIMITATION ON HEIGHT. No structure constructed on any Unit shall exceed thirty-five (35) feet in height as measured from the lowest natural point where the building perimeter meets grade to the roof ridge. The provisions of Paragraph 19 of the Protective Covenants are specifically incorporated herein by reference.

6. BUILDING AND SITE RESTRICTIONS. All Units as shown on the Plat shall be subject to the following restrictions:

- (a) The Declarant has adopted certain Design Guidelines for the Cape Fear Station Development ("Guidelines"), which are incorporated herein by this reference, and which will be applied by the Committee when approval is sought for construction pursuant to the Protective Covenants. All Units shown on the Plat are subject to both the general Guidelines and the specific Guidelines applicable to the lot types described therein, as the same may be amended from time to time by Declarant or the Association. Declarant reserves the right to change the lot type designation for any Unit prior to the sale of said Unit to a third party, notwithstanding the sale of other Units which are subject to the Guidelines. For purposes of the Guidelines, the lot-type designations for each of the Units shown on the Plat shall be as set forth on "Exhibit A", attached hereto and incorporated herein by this reference. In accordance with the Guidelines, the minimum and maximum square footage of heated, enclosed living space for each approved Living Unit shall be as set forth for each Unit type on the attached "Exhibit A".
- (b) Each Unit Owner shall keep all buildings located within his Unit in a clean, neat and sightly condition, and shall provide for the regular removal of all trash or refuse from his Unit, and shall further, at his own expense, be responsible for maintaining in good repair and in a safe, clean, and sightly condition the Living Unit itself (including its garage and/or crofter), and the stairs, deck, and/or patio attached to, associated with, or benefiting the Unit, even though the same may be located upon Common Property; PROVIDED, that the Association shall be responsible for the maintenance and upkeep of the creek dock, all pedestrian paths and walkways constructed upon the Common Property, as well as the wooden boardwalk to be built by Declarant through or adjacent to the Open Space area as shown on the Plat, but excluding any decks or walkways extending from the Units and connected to said boardwalk, which decks and walkways shall be maintained by the Unit Owners as set forth above.
- (c) No animals, livestock or poultry of any kind shall be kept or maintained on any Unit except that no more than 2 dogs or cats are allowed, provided they are attended as required by the ordinances of the Village of Bald Head Island.
- (d) In order to comply with the North Carolina Coastal Storm Water Regulations enacted by the Department of Environment and Natural Resources of the State of North Carolina and the stormwater management permit applicable to the property shown on the Plat, all of said property, including Common Property, the Units, appurtenances constructed thereon, and the area

designated as Open Space, shall contain a maximum allowable built-upon area of 2.19 acres covered by impervious surfaces (as defined by the Department of Environmental Management). The maximum allowable built-upon area includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built-upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate and coquina, but does not include raised, open wood decking, or the water surface of swimming pools. Impervious surfaces include structures, paved surfaces, walkways, patios of brick, stone, slate and similar materials, and use of other materials that substantially negatively impact the ability of water to be assimilated into the soil. This provision is intended to ensure continued compliance with storm water runoff regulations adopted by the State of North Carolina, and therefore benefits and may be enforced by the State of North Carolina, as well as any other party entitled to enforce the Protective Covenants. To the extent that the State of North Carolina should revise its existing stormwater permit to allow a different impervious surface amount on the property shown on the Plat, upon filing by Declarant or the Association of a notice of said change in permit, the impervious surface limitation as to said property shall be automatically deemed amended to comply with the changed impervious surface limitation allowed by the State of North Carolina by permit. The covenants contained in this Amended and Restated Amendment and Annexation shall run with the land and shall be binding on all parties and all persons claiming under them. Covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the Division of Water Quality, Department of Environment and Natural Resources, State of North Carolina. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the State.

- (e) As shown on the Plat, Keeper's Landing, Keypost Court, Surfboat Court, and Chicamacomico Way where it lies within the boundaries outlined on the Plat, are private right-of-way easements, twenty (20') feet in width, which provide vehicular access to the Units and their garages or crofter/garages from the public right-of-way outside the Plat. Owners of the Units are prohibited from establishing driveways or vehicular entrances of any kind along said private easements except as are approved by the Committee. Said easements are hereby reserved for the benefit of the Association, its members, the Village of Bald Head Island, and all public and private utilities. Except for that portion of the Keeper's Landing easement which begins at the public right-of-way at the southeastern boundary of the Plat and ends at its intersection with the private easement known as Chicamacomico Way, Declarant is required to hard-surface (pave) a minimum of twelve (12') feet in width of the private right-of-way easements shown on the Plat with either asphalt or concrete.

Declarant may, but is not obligated to, hard-surface (pave) the excepted portion of the Keeper's Landing easement described above. It is expressly understood and agreed that the Association shall be responsible for the maintenance and upkeep of said private easements in their entirety, including any retaining walls constructed thereon or adjacent thereto, and shall cause the paved portions thereof to be kept in good and passable condition at all times. The Association shall have no maintenance obligation as to any driveway or connection extending from said private right-of-way easements, even if the same lies within the easement area.

- (f) As shown on the Plat, vehicular access to the private easements in the Keeper's Landing development is over the public right-of-way known as Chicamacomico Way. Owners are hereby prohibited from establishing driveways or vehicular entrances of any kind from the public right-of-way. It is the intention of Declarant that there shall be one driveway providing ingress to and egress from each Unit, that each shall be surfaced with gravel, and shall be constructed to connect with the paved portion of the private right-of-way adjacent to the Unit at the specific location approved by the Committee. Each Owner shall be responsible for the maintenance and upkeep of the driveway serving his Unit, even though the same may be located on Common Property or in one of the private access easements, and each Owner shall install address bollards or other approved property identification at his or her Unit as required by the Association and/or the Village of Bald Head Island. No improvements shall be constructed by the Owner of any Unit to the extent located between the private easement nearest the Living Unit and the entry to said Living Unit, which would significantly impede emergency access to said entry. Fencing must have unlocked gates sufficiently wide to accommodate such access.
- (g) There are hereby reserved for the benefit of the Owners of the Units within the Plat, the Declarant, the Association, all public and private utilities, and the Village of Bald Head Island, those certain easements for the installation and maintenance of all utilities, public and private, and for the maintenance of all roads and rights-of-way, over, upon, under and across the following: the twenty (20') foot private vehicular access easements depicted on the Plat, and five (5') feet along and adjacent to the drip-lines of the eaves on the sides of each Unit, including its garage, crofter, or crofter/garage combination. There is further reserved, for the benefit of the Owners of the Units, the Declarant, the Association, and all public and private utilities, such easements upon, across, and under the Common Property as may be necessary for the installation and maintenance of utilities to service each and every Unit shown on the Plat, as well as other lots or units in Cape Fear Station.

- (h) No overnight parking shall be allowed within the private right-of-way easements shown on the Plat, and the Association shall maintain at all times a vertical clearance of at least twelve (12') feet above said easements, in order to facilitate emergency vehicle access to and from adjacent Units.
  - (i) All property shown on the Plat subject to this Amendment shall be maintained with natural vegetation. No grasses or ornamental vegetation shall be permitted, EXCEPT, in the event the Association adopts landscaping guidelines or standards specific to the property hereby annexed, then in that event such vegetation shall be permitted as is described in said guidelines or standards and approved by the Committee.
  - (j) There is shown on the Plat a buffer area, twenty (20) feet in width , along the westernmost boundary of the Keeper's Landing development, adjacent to the maritime forest reserve owned by the North Carolina Nature Conservancy, and extending into the Open Space area. No construction of any kind shall be allowed in said buffer area, except for underground utilities installation, pedestrian crossings, the creek dock, and drainage structures. The buffer area shall be kept in its natural state, and no tree removal, landscaping or altering of the terrain shall be allowed, except for regular maintenance to include the clearing of brush, and as may be required to allow permitted construction.
7. DEFINITIONS. All capitalized terms set out within this Amendment shall have the meaning specified herein, and if not so specified, the definition as contained in the Protective Covenants shall be applicable.
8. INCORPORATION BY REFERENCE. Except as specifically amended by a provision contained within this Amendment, or by a specific limitation contained in the Protective Covenants, all the terms, provisions and conditions of the Protective Covenants are made fully applicable to the property described in Paragraph 1 hereinbefore.
9. WAIVER. The Village of Bald Head Island is specifically released and held harmless from any claim for damages to property within the Plat, whether such damage occurs to or within the private vehicular access easements shown on the Plat, to the extent that such damages are caused by vehicles or equipment utilizing said private easements or otherwise responding to an emergency or providing municipal services to property within the Plat. It is specifically understood that there is a possibility that pavement or road shoulders could be damaged or destroyed, and the Association assumes the full responsibility for repairing any such damage to the private easements. Emergency and municipal vehicles, including trash removal vehicles, are specifically authorized to utilize Keeper's Landing, Keypost Court, Surfboat Court, and Chicamacomico Way to provide municipal services.

10. COMMON PROPERTY. All property shown on the Plat which is not included within a Unit (as herein defined) shall be considered Common Property, to be owned, held, managed and maintained for the benefit of the members of the Association, and title to which shall be conveyed by Declarant to the Association on or before the sale of the last Unit to a person or entity other than an entity owned or controlled by Declarant. All such Common Property shall be available for the use and benefit of the members of the Association, subject to the provisions of these Protective Covenants and the reasonable rules and regulations adopted from time to time by the Board of Directors of the Association. To the extent that an Owner is responsible, under these Covenants, for the cost of maintaining an improvement attached to or associated with his Unit and located upon Common Property, the use and benefit of such improvement shall be limited to the Owner and his invitees. The Declarant shall, at its expense, construct or install upon the Common Property the following improvements for the use and benefit of the members of the Association, to wit: a wooden boardwalk (for public use) running east-and-west, to be built along and south of the Open Space area, a creek dock and a wooden walkway accessing said dock, and winding pedestrian paths approximately four (4') feet in width, one (1) running from the southernmost boundary of the Keeper's Landing development to the wooden boardwalk, and one (1) running through the center of the Common Property from the westernmost end of said wooden boardwalk to its easternmost end and to the public road right-of-way at the southeastern boundary of the Plat, all as shown on the Plat.
11. SUPPLEMENTAL DUES / CREEK DOCK. Paragraph 6 of the Protective Covenants specifically authorizes the Association to assess Supplemental Dues to a common group of lots independently of dues assessments to other lots, to the extent that such common group of lots only is benefitted by such assessment. It is expressly acknowledged and understood that the Association may, in its discretion, limit the use of the Common Property and the improvements to be located on the Common Property (EXCEPT the wooden boardwalk for public use along the Open Space) to the Owners of the Units depicted on the Plat. In that event, the Association would assess only said Unit Owners for the maintenance and upkeep expenses relating to said Common Property and the improvements located thereon, should the Board of Directors of the Association, in its sole and unlimited discretion, deem it to be in the best interests of the Association to do so. In such event, the Association may, but is not obligated to, include reserves for replacement and maintenance of the Common Property improvements, which reserves shall be dedicated for the utilization of the repair and maintenance of said improvements as shown on the Plat or any amendment thereto

It is hereby declared that the creek dock and the wooden walkway accessing said dock (and only those specific improvements) shall be available for and restricted to the



exclusive use and benefit of the owners of Units within Keeper's Landing, their tenants and invitees, subject to the reasonable rules and regulations adopted from time-to-time by the Association. To compensate the Association for maintenance, repair, taxes, insurance, administrative and other expenses related to the creek dock and wooden walkway access, the Owner of each and every Unit in Keeper's Landing is hereby obligated to pay Supplemental Dues to the Association, in such amount as is determined from time-to-time by the Association's Board of Directors, and the Association shall have the full right and authority to collect said dues as provided in Paragraph 6 of the Protective Covenants and as allowed by law. The Association is further authorized to make special assessments, subject to the terms of the Protective Covenants, against the Owners of all Units in Keeper's Landing if necessary to fulfill its obligation for maintenance and repair of the creek dock and wooden walkway access, and the Association may, but is not obligated to, include in the Supplemental Dues or special assessments reserves for the repair or replacement of said dock and walkway access. It is specifically acknowledged that such Supplemental Dues and special assessments will be for the benefit of Unit Owners in Keeper's Landing, only, and need not be payable by any other Owners of property included within Bald Head Island Stage Two. It is further specifically understood and acknowledged that only the creek dock and the wooden walkway access to said dock are hereby restricted to the exclusive use of Owners of Units in Keeper's Landing. The private street rights-of-way and all other common area improvements within Keeper's Landing, including (but not limited to) the "wooden boardwalk (public use)" and "4' paths (public use)", as identified and depicted on the Plat, are and shall remain for the use and benefit of the public.

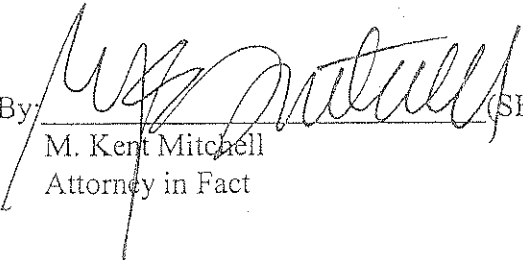
12. OPTIONAL SUBASSOCIATION. At any time after all Units depicted on the Plat have been sold by Declarant to persons or entities other than entities owned or controlled by Declarant, the Owners of the Units may, but are not obligated to, establish a separate sub-association to own, maintain, and control certain of the Common Property shown on the Plat, to levy and collect dues and assessments from the Unit Owners to defray the costs of such ownership, maintenance and control, and to establish rules and regulations for the use of the Units and certain Common Property within the Keeper's Landing development, PROVIDED HOWEVER, that all of said Units, Owners, and Property shall remain subject to and bound by the Protective Covenants of the Bald Head Island Stage Two Association, Inc. (the "Master Association") as said Covenants may be amended from time-time, and specifically to the authority of said Master Association to levy and collect dues and assessments from all Owners as set forth in said Covenants. The subassociation authorized by this paragraph shall be established only upon the affirmative vote of two-thirds (2/3) of the Owners of the Units depicted on the Plat, one vote being allowed per Unit. If such a subassociation is established, it shall own, maintain, and control all of the Common Property shown on the Plat and described in this Amendment EXCEPT the following: the wooden boardwalk running east-and-west

along the Open Space area as shown on the Plat ["wooden boardwalk (public use)"], and any improvements associated with said boardwalk, e.g. benches, trellises and the like. Notwithstanding any other provisions contained herein, ownership and control of said boardwalk and any associated improvements shall remain with the Declarant or the Master Association, and shall be kept and maintained in perpetuity as a general pedestrian access crossing the Common Property as shown on the Plat.

- 13. OPEN SPACE. There is shown on the Plat an Open Space area (indicated by the hatched portion of the Common Property), totalling 1.65 acres in size, which area shall be open and primarily undisturbed, and which shall be maintained to preserve its natural and undisturbed character. No above-ground improvements shall be constructed within said Open Space area except the creek dock, the walkway(s) and improvements related thereto, such as benches and trellises, all of which are intended to accommodate casual, pedestrian use, and minor utility structures for pumps, wells, and similar purposes. The Association shall be responsible for maintenance of the Open Space, and shall cause it to be maintained in a good and sightly condition, as authorized by and in accordance with the requirements of the Protective Covenants.
- 14. DECLARANT RESERVATIONS. There is hereby reserved to the Declarant, and to any assignee to whom Declarant transfers or assigns its interests hereunder, the right to use any Unit owned or leased by Declarant as a model home, sales office, or for any similar purpose related to the marketing and sale of the Units, in accordance with Village of Bald Head Island ordinances, notwithstanding any other provisions of this Amendment or the Protective Covenants to the contrary, this right to expire when Declarant or its assigns is no longer actively engaged in the original sale of lots on Bald Head Island.

This Restated and Amended Amendment and Annexation is executed as of the day and year first above written, on behalf of Declarant, by its Attorney in Fact, under authority duly granted.

BALD HEAD ISLAND LIMITED  
a Texas Limited Partnership

By:  (SEAL)  
M. Kent Mitchell  
Attorney in Fact

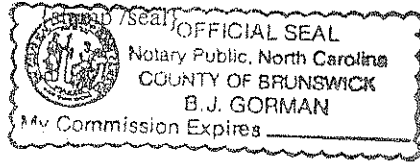
STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

I, B. J. Gorman, a Notary Public for said County and State, do hereby certify that M. Kent

Mitchell, attorney in fact for Bald Head Island Limited, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and on behalf of the said Bald Head Island Limited, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds in the County of Brunswick, State of North Carolina, in Deed Book 1143 at Page 912, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney.

I do further certify that the said M. Kent Mitchell acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for an in behalf of the said Bald Head Island Limited.

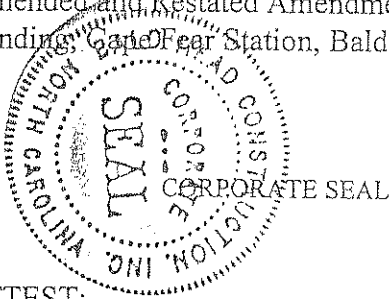
WITNESS my hand and official seal, this the 22<sup>nd</sup> day of June, 2004.



B.J. Gorman  
Notary Public  
My Commission expires: 3/10/08

JOINDER AND CONSENT

Bald Head Construction, Inc., a North Carolina corporation, hereby joins in and consents to the above Amended and Restated Amendment and Annexation to Protective Covenants, and to the revised Plat of Keeper's Landings, Gate Fear Station, Bald Head Island, North Carolina, referenced herein.



BALD HEAD CONSTRUCTION, INC.

By: [Signature]  
Its \_\_\_\_\_ President

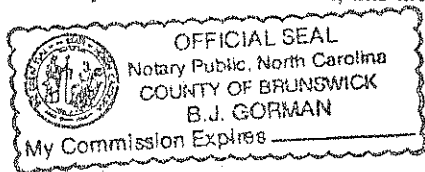
ATTEST:

[Signature]  
Secretary

STATE OF NORTH CAROLINA  
BRUNSWICK COUNTY

I, B.J. Gorman, a Notary Public for said County and State, do hereby certify that JUDITH A. WARD personally appeared before me this day and acknowledged that she is Secretary of Bald Head Construction, Inc., and that by authority duly given and as the act of Bald Head Construction, Inc., the foregoing instrument was signed in its name by its \_\_\_\_\_ President, sealed with its corporate seal and attested by her as its Secretary.

WITNESS my hand and official seal, this the 22<sup>nd</sup> day of June, 2004.



B.J. Gorman  
Notary Public  
My commission expires: 3/10/08

## EXHIBIT A

## KEEPER'S LANDING - UNIT SUMMARY

<u>Unit No.</u>	<u>Home Type</u>	<u>Heated Area (sf)</u>
1	Hatteras	900-1200
2	Hatteras	900-1200
3	Cedar Island	1200-1500
4	Corrolla	2000-2400
5	Corrolla	2000-2400
6	Corrolla	2000-2400
7	Manteo	900-1200
8	Manteo	900-1200
9	Manteo	900-1200
10	Cedar Island - R	1200-1500
11	Corrolla - R	2000-2400
12	Cedar Island	1200-1500
13	Cedar Island	1200-1500
14	Corrolla - R	2000-2400
15	Corrolla	2000-2400
16	Cedar Island - R	1200-1500
17	Cedar Island - R	1200-1500
18	Cedar Island	1200-1500
19	Bodie	600-900
20	Bodie	600-900
21	Lookout	1200-1500
22	Lookout	1200-1500
23	Bodie	600-900
24	Bodie	600-900
25	Expanded Core Bank - R	2400-3000
26	Expanded Core Bank - R	2400-3000
27	Expanded Core Bank	2400-3000
28	Core Bank	2100-2500
29	Expanded Core Bank - R	2400-3000
30	Expanded Core Bank	2400-3000
31	Core Bank - R	2100-2500
32	Core Bank	2100-2500
33	Expanded Core Bank - R	2400-3000

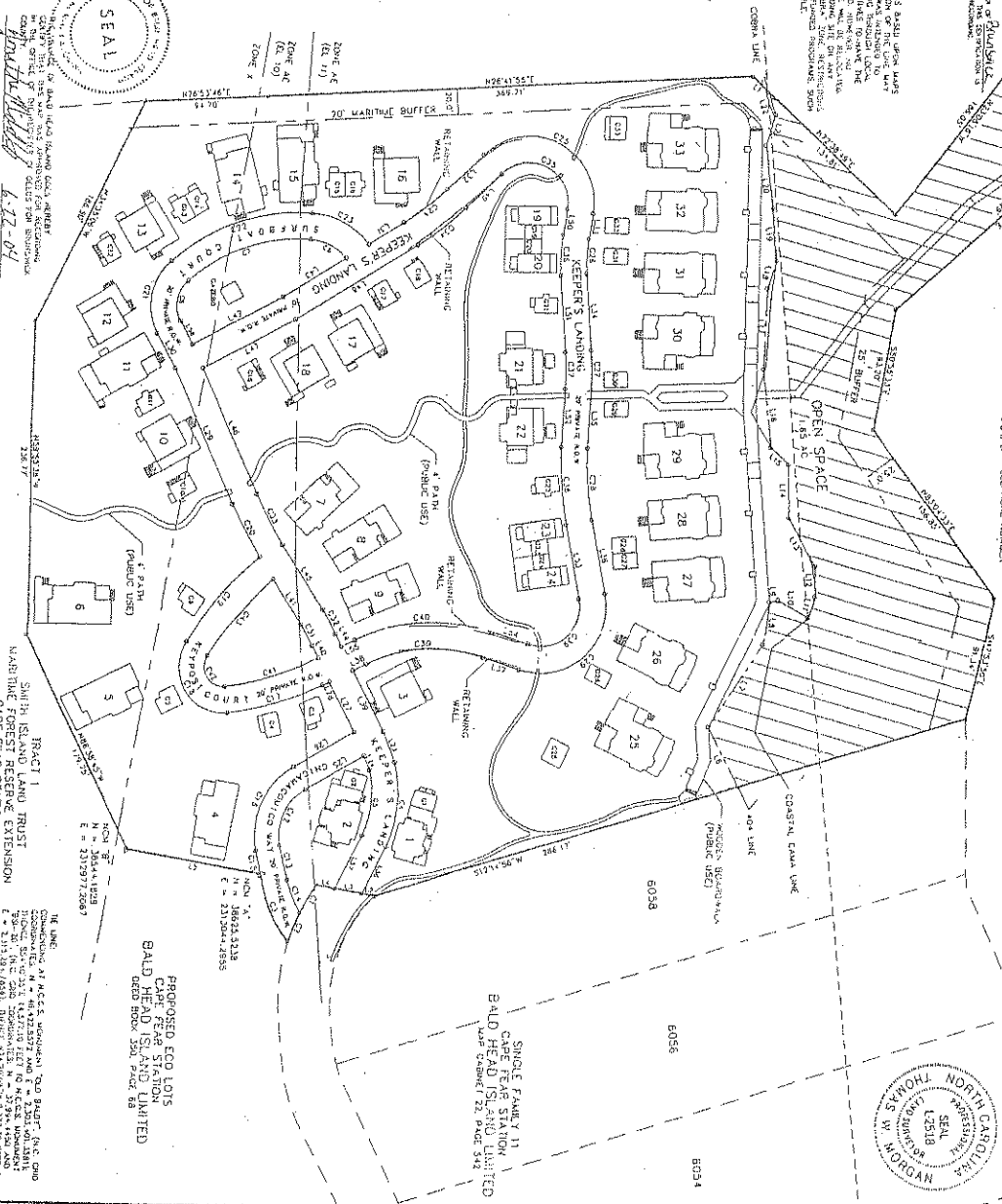
181' 0" WIDE OPEN SPACE  
 181' 0" WIDE OPEN SPACE  
 181' 0" WIDE OPEN SPACE

RECORD OFFICIAL'S SIGNATURE  
 STATE OF NORTH CAROLINA  
 COUNTY OF WAKE  
 DEPARTMENT OF REGISTRATION  
 RECORDS SECTION  
 400 WEST GATEWAY BLVD. 7TH FLOOR  
 RALEIGH, NC 27601

THE COUNTY RECORDS DEPARTMENT is hereby notified that the following plat has been filed for record and is subject to the provisions of the General Statutes of the State of North Carolina. The plat is subject to the provisions of the General Statutes of the State of North Carolina and is subject to the provisions of the General Statutes of the State of North Carolina. The plat is subject to the provisions of the General Statutes of the State of North Carolina and is subject to the provisions of the General Statutes of the State of North Carolina.

**NORTH CAROLINA**  
**NATURE CONSERVANCY**  
 LAW CABINET I PAGE 120

LOT	AREA	PERCENTAGE
1	1.21	1.21
2	1.21	1.21
3	1.21	1.21
4	1.21	1.21
5	1.21	1.21
6	1.21	1.21
7	1.21	1.21
8	1.21	1.21
9	1.21	1.21
10	1.21	1.21
11	1.21	1.21
12	1.21	1.21
13	1.21	1.21
14	1.21	1.21
15	1.21	1.21
16	1.21	1.21
17	1.21	1.21
18	1.21	1.21
19	1.21	1.21
20	1.21	1.21
21	1.21	1.21
22	1.21	1.21
23	1.21	1.21
24	1.21	1.21
25	1.21	1.21
26	1.21	1.21
27	1.21	1.21
28	1.21	1.21
29	1.21	1.21
30	1.21	1.21
31	1.21	1.21
32	1.21	1.21
33	1.21	1.21
34	1.21	1.21
35	1.21	1.21
36	1.21	1.21
37	1.21	1.21
38	1.21	1.21
39	1.21	1.21
40	1.21	1.21
41	1.21	1.21
42	1.21	1.21
43	1.21	1.21
44	1.21	1.21
45	1.21	1.21
46	1.21	1.21
47	1.21	1.21
48	1.21	1.21
49	1.21	1.21
50	1.21	1.21
51	1.21	1.21
52	1.21	1.21
53	1.21	1.21
54	1.21	1.21
55	1.21	1.21
56	1.21	1.21
57	1.21	1.21
58	1.21	1.21
59	1.21	1.21
60	1.21	1.21
61	1.21	1.21
62	1.21	1.21
63	1.21	1.21
64	1.21	1.21
65	1.21	1.21
66	1.21	1.21
67	1.21	1.21
68	1.21	1.21
69	1.21	1.21
70	1.21	1.21
71	1.21	1.21
72	1.21	1.21
73	1.21	1.21
74	1.21	1.21
75	1.21	1.21
76	1.21	1.21
77	1.21	1.21
78	1.21	1.21
79	1.21	1.21
80	1.21	1.21
81	1.21	1.21
82	1.21	1.21
83	1.21	1.21
84	1.21	1.21
85	1.21	1.21
86	1.21	1.21
87	1.21	1.21
88	1.21	1.21
89	1.21	1.21
90	1.21	1.21
91	1.21	1.21
92	1.21	1.21
93	1.21	1.21
94	1.21	1.21
95	1.21	1.21
96	1.21	1.21
97	1.21	1.21
98	1.21	1.21
99	1.21	1.21
100	1.21	1.21



TRAJECT 1  
 SMITH ISLAND LAND TRUST  
 MARITIME FOREST RESERVE EXTENSION  
 CAPE FEAR STATION  
 STATE OF NORTH CAROLINA  
 DEED BOOK 1231 PAGE 587

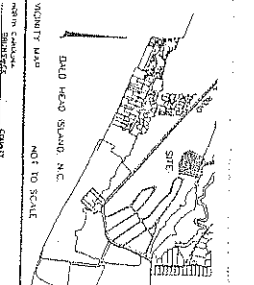
PROPOSED ECO LOTS  
 CAPE FEAR STATION  
 BALD HEAD ISLAND  
 DEED BOOK 1231 PAGE 587

SEAL  
 STATE OF NORTH CAROLINA  
 COUNTY OF WAKE  
 DEPARTMENT OF REGISTRATION  
 RECORDS SECTION

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THE LAND SHOWN ON THIS PLAN IS WITHIN THE SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY AND THAT THE SUBDIVISION HAS BEEN RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OR MUNICIPALITY.

LOT	AREA	PERCENTAGE
1	1.21	1.21
2	1.21	1.21
3	1.21	1.21
4	1.21	1.21
5	1.21	1.21
6	1.21	1.21
7	1.21	1.21
8	1.21	1.21
9	1.21	1.21
10	1.21	1.21
11	1.21	1.21
12	1.21	1.21
13	1.21	1.21
14	1.21	1.21
15	1.21	1.21
16	1.21	1.21
17	1.21	1.21
18	1.21	1.21
19	1.21	1.21
20	1.21	1.21
21	1.21	1.21
22	1.21	1.21
23	1.21	1.21
24	1.21	1.21
25	1.21	1.21
26	1.21	1.21
27	1.21	1.21
28	1.21	1.21
29	1.21	1.21
30	1.21	1.21
31	1.21	1.21
32	1.21	1.21
33	1.21	1.21
34	1.21	1.21
35	1.21	1.21
36	1.21	1.21
37	1.21	1.21
38	1.21	1.21
39	1.21	1.21
40	1.21	1.21
41	1.21	1.21
42	1.21	1.21
43	1.21	1.21
44	1.21	1.21
45	1.21	1.21
46	1.21	1.21
47	1.21	1.21
48	1.21	1.21
49	1.21	1.21
50	1.21	1.21
51	1.21	1.21
52	1.21	1.21
53	1.21	1.21
54	1.21	1.21
55	1.21	1.21
56	1.21	1.21
57	1.21	1.21
58	1.21	1.21
59	1.21	1.21
60	1.21	1.21
61	1.21	1.21
62	1.21	1.21
63	1.21	1.21
64	1.21	1.21
65	1.21	1.21
66	1.21	1.21
67	1.21	1.21
68	1.21	1.21
69	1.21	1.21
70	1.21	1.21
71	1.21	1.21
72	1.21	1.21
73	1.21	1.21
74	1.21	1.21
75	1.21	1.21
76	1.21	1.21
77	1.21	1.21
78	1.21	1.21
79	1.21	1.21
80	1.21	1.21
81	1.21	1.21
82	1.21	1.21
83	1.21	1.21
84	1.21	1.21
85	1.21	1.21
86	1.21	1.21
87	1.21	1.21
88	1.21	1.21
89	1.21	1.21
90	1.21	1.21
91	1.21	1.21
92	1.21	1.21
93	1.21	1.21
94	1.21	1.21
95	1.21	1.21
96	1.21	1.21
97	1.21	1.21
98	1.21	1.21
99	1.21	1.21
100	1.21	1.21

SEAL  
 STATE OF NORTH CAROLINA  
 COUNTY OF WAKE  
 DEPARTMENT OF REGISTRATION  
 RECORDS SECTION



NOT TO SCALE  
 BALD HEAD ISLAND, NC

33 units

BRUNSWICK SURVEYING, INC REC.  
 04/22/04  
 MC 3017330

KEEPER'S LANDING  
 CAPE FEAR STATION  
 BALD HEAD ISLAND  
 DEED BOOK 1231 PAGE 587

THE COUNTY RECORDS DEPARTMENT is hereby notified that the following plat has been filed for record and is subject to the provisions of the General Statutes of the State of North Carolina. The plat is subject to the provisions of the General Statutes of the State of North Carolina and is subject to the provisions of the General Statutes of the State of North Carolina.

