

LOT OWNERS

BOOK 505 PAGE 625

39-674

The property hereinabove described was acquired by Grantor by instrument recorded in Book 323 at Page 143

A map showing the above described property is recorded in Plat Book 3 page 103 TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions: Said land being conveyed is subject to those restrictive covenants made by Colony Developers, Inc., dated May 16, 1969, and recorded in Book 156 at Page 631, Public Registry of Dare County, North Carolina.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors the day and year first above written.

(Corporate Name) By: Dorothy H. Bloom (SEAL) Dorothy H. Bloom

President Secretary (Corporate Seal) ATTEST LYNN A. MCCARTHY Notary Public, Dekalb County, Georgia My Commission Expires May 5, 1987

I, a Notary Public of the County and State aforesaid, certify that Dorothy H. Bloom, unmarried Grantor,

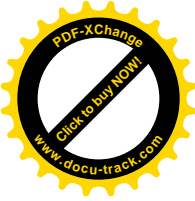
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13 day of April, 1987. My commission expires: 5-5-87 LYNN MCCARTHY Notary Public

NORTH CAROLINA, I, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that he is a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by as its Secretary. Witness my hand and official stamp or seal, this day of 19 My commission expires: Notary Public

The foregoing Certificate(s) of Lynn A. McCarthy a Notary Public of Dekalb County, Georgia

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

D. Brian A. Bry REGISTER OF DEEDS FOR DARE COUNTY By Name Jeanette Deputy/Assistant - Register of Deeds



Prepared By and Return to: T. Stewart Gibson, Gibson & Durham,  
Post Office Box 7336, Rocky Mount,  
North Carolina 27804

FILED

NORTH CAROLINA

18 APR 02 PM 12 02

DARE COUNTY

DEEDS  
REC'D  
N.C.

THIS DEED, made this 16<sup>th</sup> day of APRIL,

1987, by and between TRINITIE GROUP, INC., a North Carolina corporation with its principal offices in Nash County, North Carolina, herein Grantor, to PORT TRINITIE ASSOCIATION, a North Carolina non-profit corporation, with its principal office located in Dare County, North Carolina, whose address is State Road 324, Kitty Hawk, North Carolina 27949, Grantee.

W I T N E S S E T H:

WHEREAS, Trinitie Group, Inc. is the developer of Port Trinitie Condominium, a condominium project located north of Duck, Dare County, North Carolina; and

WHEREAS, Port Trinitie Condominium was developed as an expandable condominium on a tract of land described on Exhibit C (herein "Development Area") attached to and incorporated by reference in a certain Amended and Restated Declaration of Unit Ownership of Port Trinitie dated October 20, 1984 and filed in Book 383, Page 636, Dare County Registry (herein "Declaration"); and

WHEREAS, as set forth in the "Background" to the Declaration, the project was developed to allow all land owners (whether within or without the condominium) in the Development Area to be entitled to use of all streets and walkways to and from their property and the Atlantic Ocean and Currituck Sound and the beneficial use of the recreational amenities; provided, the right of use to non-condominium owners shall be subject to an assessment by the Port Trinitie Association; and

WHEREAS, the Grantor desires to convey certain streets and other access and egress properties and recreational amenities to the Port Trinitie Association for the benefit of all land owners (expressly including the owners of Port Trinitie Condominiums and the owners of Port Trinitie Subdivision) in the

EXEMPT  
DARE COUNTY TAX  
COLLECTOR  
NO. 1763-87

REAL ESTATE  
TRANSFER TAX  
DARE COUNTY  
1763-87



Development Area and to establish a right of non-exclusive and mutual use as and between the non-condominium and condominium owners subject to a right of assessment by Port Trinitie Association and other obligations as herein reasonably imposed; and

WHEREAS, Port Trinitie Association desires to accept the conveyance of the properties hereinafter described subject to the conditions as set forth herein.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid to it by the Grantee, the receipt of which is hereby acknowledged, the Grantor has bargained and sold, and by these presents does grant, bargain, sell, and convey unto Grantee, its successors and assigns, the following described real estate in Atlantic Township, Dare County, North Carolina:

Tract #1

All that certain tract or parcel of land lying and being situated north of the Village of Duck, Atlantic Township, Dare County, North Carolina, bounded on the North by Units 413, 414 and 415 of Phase 3, Port Trinitie Condominiums, and on the East by N.C.S.R. 1200, and on the South by Units 416, 417, and 418 of Port Trinitie Condominiums, and on the West by the Currituck Sound, and being more particularly described as follows:

BEGINNING at an iron stake in the western right-of-way line of N.C.S.R. 1200, said iron stake being located South 12 deg. 55 min. 39 sec. East 121.09 feet from the intersection with said right-of-way line of the common boundary of the lands now or formerly owned by Frederick W. McIntyre, Jr. and Alice P. Sykes and the lands of Trinitie Group, Inc., said point of beginning being the southeastern corner of Unit 413, Phase 3, Subpart A, Soundside, Port Trinitie Condominiums; thence from the point of beginning along the common line of Unit 413, South 81 deg. 36 min. 51 sec. West 130 feet to an iron stake in the common line of Unit 414; thence cornering and along the common boundary of Unit 414, South 8 deg. 23 min. 46 sec. East 82.38 feet to an iron stake; thence continuing North 86 deg. 50 min. 38 sec. West 81.75 feet; thence continuing North 3 deg. 9 min. 19 sec. East 16.07 feet to an iron stake, a common corner with Unit 415; thence along the common line of Unit 415, South 57 deg. 19 min. 19 sec. West 40 feet to an iron stake; thence continuing North 88 deg. 40 min. 41 sec. West 74.48 feet to an iron stake in the highwater mark of the Currituck Sound; thence cornering and with the highwater mark of the Currituck Sound, South 10 deg. 11 min. 17 sec. West 47.87 feet to an iron stake; thence continuing South 50 deg. 9 min. 45 sec. East 62.45 feet to an iron stake; thence continuing South 23 deg. 24 min. 10 sec. East 14.99 feet to an iron stake, being the northwest corner of Units 416, 417, and 418; thence leaving the Currituck Sound and along the common boundary line of Units 416, 417, and 418, the following courses and distances: North 66 deg. 35 min. 50 sec. East 75.47 feet to an iron stake; thence North 88 deg. 35 min. 50 sec. East 9.09 feet to an iron stake; thence North 20 deg. 21 min. 6 sec. West 35 feet to an iron stake; thence North



66 deg. 47 min. 57 sec. East 65 feet to an iron stake; thence South 23 deg. 12 min. 3 sec. East 42.82 feet to an iron stake; thence North 66 deg. 47 min. 57 sec. East 15.33 feet to an iron stake; thence South 23 deg. 12 min. 3 sec. East 18.35 feet to an iron stake; thence North 66 deg. 47 min. 57 sec. East 65 feet to an iron stake; thence South 23 deg. 12 min. 3 sec. East 85 feet to an iron stake; thence North 81 deg. 48 sec. East 51 feet to an iron stake located in the western right-of-way line of N.C.S.R. 1200; thence North 12 deg. 55 min. 39 sec. West 211.92 feet to the point of beginning, being that property shown as "Surplus Property" according to a survey entitled "As Built and Phase Drawing for Port Trinitie Condominium, Units 414, 416, 417, and 418, Phase 3; Subpart C" drawn by Bissell Associates, dated January 16, 1987, revised January 27, 1987, filed in Dare County Unit Ownership Book 3, Page 202.

Tract #2

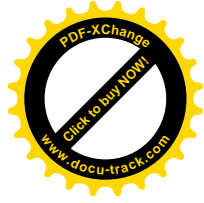
BEGINNING at a point the northern right-of-way line of Trinitie Drive, said point being the southeastern corner of Lot 20 of Port Trinitie Subdivision as shown on a subdivision plat entitled "Port Trinitie," drawn by Bissell Associates, Engineers, Planners and Surveyors, dated March 6, 1987, recorded in Plat Cabinet C, Slide 20 C & D, Dare County Registry; thence from the point of beginning along the eastern boundary lines of Lots 20 and 21 of Port Trinitie Subdivision, North 8 deg. 23 min. 9 sec. West 196.16 feet to a point in the common boundary line of Lot 27 of Port Trinitie Subdivision; thence cornering and along the boundary line of said Lot 27, North 81 deg. 36 min. 51 sec. East 193 feet; thence cornering and along a new division line for Trinitie Group, Inc., South 8 deg. 23 min. 9 sec. East 196.78 feet to a point in the northern right-of-way line of Trinitie Drive; thence cornering and along the right-of-way line of Trinitie Drive, South 81 deg. 48 min. 0 sec. West 193 feet to the point of beginning, being approximately .87 acres and described as "Common Property for Tennis Courts" on that certain survey entitled "Port Trinitie" by Bissell Associates, Engineers, Planners and Surveyors, dated April 3, 1987.

Tract #3

BEGINNING at a point in the southern boundary line of Trinitie Group, Inc., a common boundary with the northern boundary line of Wild Duck Dunes, said point of beginning being located North 81 deg. 48 min. East 832.58 feet from an existing concrete monument in the eastern right-of-way line of N.C.S.R. 1200, said beginning point being the southeastern corner of Lot 10 of Port Trinitie Subdivision; thence from the point of beginning along the common boundary line of Wild Duck Dunes, North 81 deg. 48 min. East 208.63 feet to a common corner with Lot 19 of Port Trinitie Subdivision; thence cornering and along the western boundaries of Lots 19, 18, and 17 of Port Trinitie Subdivision, North 13 deg. 34 min. 11 sec. West 203.73 feet to a point, being the southeastern corner of Lot 14; thence along the southern boundaries of Lots 14, 13, 12, and 11 of Port Trinitie Subdivision, South 53 deg. 48 min. West 262.61 feet to a point of intersection in the line of Lot 10; thence cornering and along the eastern boundary line of Lot 10, South 36 deg. 12 min. East 90.10 feet to the point of beginning, being approximately 32,990 square feet and being that property described as Common Property For Amenities as shown on a subdivision plat entitled "Port Trinitie," drawn by Bissell Associates, Engineers, Planners and Surveyors, dated March 6, 1987, recorded in Plat Cabinet C, Slide 20 C & D, Dare County Registry.

Tract #4

Being a 60 foot wide private road situated on the East side of N.C.S.R. 1200, Atlantic Township, Dare County, North Carolina, known as Trinitie Drive.



BEGINNING at a point of curvature in the eastern property line of N.C.S.R. 1200, said point being South 12 deg. 55 min. 40 sec. East from a concrete monument in the common boundary of Sea Tern and Port Trinitie Subdivision; thence in a counterclockwise and southeastern direction along the arc of a curve having a radius of 25.00 feet and an arc distance of 37.21 feet to a point of tangency; thence North 81 deg. 48 min. 00 sec. East 510.81 feet to a point of curvature; thence counterclockwise and in a northeasterly direction along the arc of a curve having a radius of 220.00 feet, and an arc distance of 107.51 feet to a point of tangency; thence North 53 deg. 48 min. 00 sec. East 297.04 feet to a point of curvature; thence in a clockwise and northeasterly direction along the arc of a curve having a radius of 280.00 feet and an arc distance of 135.93 feet to a point of tangency; thence North 81 deg. 36 min. 51 sec. East 196.67 feet (said tangent being parallel to and 1.0 feet South of the former Alice P. Sykes line) to a point of curvature; thence in a clockwise and southeasterly direction along the arc of a curve having a radius of 50.00 feet and an arc distance of 211.34 to a point of reverse curvature; thence in a counterclockwise and northwesterly direction along the arc of a curve having a radius of 25.0 feet and an arc distance of 27.13 feet to a point of tangency; thence South 81 deg. 36 min. 51 sec. West 130.34 feet to a point of curvature; thence in a counterclockwise and southwesterly direction along the arc of a curve having a radius of 220.00 feet and an arc distance of 106.80 feet to a point of tangency; thence South 53 deg. 48 min. 00 sec. West 297.04 feet to a point of curvature; thence along the arc of a curve having a radius of 280.00 feet and an arc distance of 136.83 feet to a point of tangency; thence South 81 deg. 48 min. 00 sec. West 501.71 feet to a point of curvature; thence along the arc of a curve in a counterclockwise and southwesterly direction having a radius of 25.00 feet and an arc distance of 41.33 feet to a point in the eastern property line of N.C.S.R. 1200; thence along the eastern property line of N.C.S.R. 1200, North 12 deg. 55 min. 40 sec. West 110.38 feet to the point of beginning; being shown as Trinitie Drive on that subdivision plat entitled "Port Trinitie," by Bissell Associates dated March 6, 1987, recorded in Plat Cabinet C, Slide 20 C & D, Dare County Registry.

Tract #5

Being a 40 foot private street situated on the eastern and southern terminus of Trinitie Drive, and known as Spinnaker Lane.

BEGINNING at a point in the arc of the curve with a 50.0 foot radius described at the eastern end of the third tangent described above Tract #4 (which tangent is parallel to and 1.0 feet south of the Alice P. Sykes line), said point being located an arc distance of 109.97 feet along said curve from its point of curvature; thence from said point of beginning, South 13 deg. 34 min. 11 sec. East 359.71 feet to a point, cornering; thence South 76 deg. 25 min. 49 sec. West 40.00 feet to a point, cornering; thence North 13 deg. 34 min. 11 sec. West 342.70 feet to the arc of the curve with the 50 foot radius above described; thence along the arc of said curve in a counterclockwise and northeasterly direction, an arc distance of 44.97 feet to the point of beginning, being shown as Spinnaker Lane on that subdivision plat entitled "Port Trinitie" by Bissell Associates dated March 6, 1987, recorded in Plat Cabinet C, Slide 20 C & D, Dare County Registry.

Tract #6

All that certain tract or parcel of land lying and being situated north of the Village of Duck, Atlantic Township, Dare County, North Carolina, bounded on the North by the land now or formerly owned by Frederick W. McIntyre, Jr. and Alice P. Sykes, on the East by N.C. Highway 1200, on the South by Units 413,





414, and 415 of Port Trinitie Condominiums, and on the West by the Currituck Sound, and more particularly described as follows:

BEGINNING at an iron stake in the western right-of-way line of N.C.S.R. 1200, said iron stake being located in the common boundary of the lands now or formerly owned by Frederick W. McIntyre, Jr. and Alice P. Sykes and the lands of Trinitie Group, Inc.; thence from the point of beginning along the western right-of-way line N.C.S.R. 1200, South 12 deg. 55 min. 39 sec. East 30.09 feet to an iron stake; thence along the common boundary of Units 413 and 414 of Port Trinitie, South 81 deg. 36 min. 51 sec. West 171.13 feet to an iron stake in the northeast corner of Phase 3, Subpart B, Soundside (Unit 415) of Port Trinitie Condominiums; thence along the boundary line of the aforesaid Phase 3, Subpart B, North 81 deg. 36 min. 51 sec. East 143.88 feet to an iron stake in the highwater mark of the Currituck Sound; thence with the highwater mark of the Currituck Sound, the following courses and distances: North 12 deg. 31 min. 16 sec. East 9.79 feet to an iron stake, North 17 deg. 27 min. 39 sec. West 7.60 feet to an iron stake, North 17 deg. 28 min. 14 sec. West 13.61 feet to an iron stake; thence leaving the Currituck Sound and along the common boundary of the lands now or formerly owned by Frederick W. McIntyre, Jr. and Alice P. Sykes, North 81 deg. 36 min. 51 sec. East 143.73 feet to an iron stake; thence continuing, North 81 deg. 36 min. 51 sec. East 168.75 feet to the point of beginning, being that 30 foot private easement known as "Private Easement (Easement #3)," according to a survey entitled "As Built Survey for Port Trinitie Condominiums, Phase 3, Subpart B, Soundside (Unit 415)" drawn by Bissell/Triangle Associates, dated August 1, 1986, filed in Dare County Unit Ownership Book 3, Page 137.

Tract #7

All that certain tract or parcel of land lying and being situated north of the Village of Duck, Atlantic Township, Dare County, North Carolina, bounded on the North by Units 414, 416, and 418 of Phase 3, Subpart C, of Port Trinitie Condominium, on the East by N.C.S.R. 1200, on the South by the land now or formerly owned by Henry B. Marley and wife, Sara P. Marley, and on the West by the Currituck Sound.

BEGINNING at an iron stake in the western right-of-way line of N.C.S.R. 1200, said iron stake being located in the common boundary of the lands now or formerly owned by Henry B. Marley and wife, Sara P. Marley and the lands of Trinitie Group, Inc.; thence from the point of beginning along the common boundary line of the lands of Henry B. Marley and wife, Sara P. Marley, South 81 deg. 48 min. West 267.41 feet to an iron stake in the shoreline of the Currituck Sound; thence cornering and running with the shoreline of the Currituck Sound, North 23 deg. 24 min. 10 sec. West 30.09 feet to an iron stake; thence cornering and with the southern boundary line of Units 416, 417, and 418, Phase 3, Subpart C, Port Trinitie Condominium, North 81 deg. 48 min. East 273.08 feet to an iron stake in the western right-of-way line of N.C.S.R. 1200; thence cornering and with the western right-of-way line of N.C.S.R. 1200, South 12 deg. 55 min. 39 sec. East 30.10 feet to the point of beginning, being a 30 foot private easement shown as "Easement #4" according to a survey entitled "As Built and Phase Drawing for Port Trinitie Condominium, Units 414, 416, 417, and 418, Phase 3, Subpart C," drawn by Bissell Associates, dated January 16, 1987, revised January 27, 1987, filed in Dare County Unit Ownership Book 3, Page 202.

Tract #8

All that certain 20 foot private access path situated North of the Village of Duck, Atlantic Township, Dare County, North Carolina, bounded on the North by Unit 12 of Phase 1,



Subpart D of Port Trinitie Condominium, on the East by the Atlantic Ocean, on the South by Wild Duck Dunes, and on the West by Spinnaker Lane.

BEGINNING at an iron stake in the northwest corner of Phase 1, Subpart D, Port Trinitie Condominium; thence from the point of beginning and along the southern boundary line of Subpart D of Phase 1 of Port Trinitie Condominiums, North 81 deg. 48 min. East 509.82 feet to the highwater mark of the Atlantic Ocean; thence along the highwater mark of the Atlantic Ocean, South 15 deg. 36 min. 16 sec. East 20.17 feet to a point; thence cornering and away from the highwater mark of the Atlantic Ocean and along the common boundary line of Wild Duck Dunes, South 81 deg. 48 min. West 509.82 feet to an iron stake; thence cornering, North 13 deg. 34 min. 11 sec. West 20.09 feet to the point of beginning, being a private "20 foot access path" according to a survey entitled "As Built Survey of Port Trinitie Condominiums, Phase 1, Subpart D" drawn by Bissell/Triangle Associates, dated April 16, 1986, recorded in Dare County Unit Ownership Book 3, Page 69.

Tract #9

BEING that small area of approximately 600 square feet situated at the southern terminus of Spinnaker Lane, North of the Village of Duck, Dare County, North Carolina.

BEGINNING at an iron stake in the southeastern corner of Lot 19 of Port Trinitie Subdivision (as said Lot is shown on a subdivision plat recorded in Plat Cabinet C, Slide 20 C 60, Dare County Registry); thence from the point of beginning along the eastern boundary line of Lot 19, North 13 deg. 34 min. 11 sec. West 13.2 feet to the southwestern corner of the southern terminus of Spinnaker Lane; thence along the southern terminus of Spinnaker Lane, North 76 deg. 25 min. 49 sec. East 40 feet to the northeastern corner of the southern terminus of Spinnaker Lane; thence cornering and with the western boundary of the 20 foot access easement described hereinabove as Tract #8, South 13 deg. 34 min. 11 sec. East 16.88 feet to a point in the common property line with Wild Duck Dunes; thence cornering and along the common property line of Wild Duck Dunes, South 81 deg. 48 min. West 40.18 feet to the point of beginning, being a 600 square foot area, more or less, as described on a survey entitled "Survey for Port Trinitie - Parcel of Land at End of Spinnaker Lane" drawn by Bissell Associates, dated April 3, 1987.

The aforesaid Tracts 1 through 9 are hereby conveyed to the Grantee for the benefit of all the owners of the Development Area hereinabove described, and the Grantor herein reserves unto itself, its successors and assigns, a non-exclusive perpetual right of use and ingress, regress, and egress, both vehicular and pedestrian, over, upon, and across the real estate conveyed herein and described hereinabove.

It is expressly agreed, and by the acceptance of this conveyance the Grantee specifically acknowledges that the lot owners of "Port Trinitie Subdivision" shall be entitled to the use of the amenities conveyed herein and a right of ingress and egress over the streets and access easements herein, all subject to the terms and conditions hereinafter stated.

The Grantor herein further conveys to the Grantee, its successors and assigns, for the benefit of all owners of the Development Area, subject to the terms, conditions, and restrictions hereinabove and hereinafter stated, a non-exclusive perpetual pedestrian easement for ingress, regress, and egress, upon and across the following property described as Easement #1, #2, and #3:



Easement #1

BEING a private twenty foot pedestrian access between Lots 11 and 12 of Port Trinitie Subdivision for ingress and egress between Trinitie Drive and the property described as Tract #3 hereinabove, at Port Trinitie, Atlantic Township, Dare County, North Carolina.

BEGINNING at a point in the southern right-of-way line of Trinitie Drive, said point being North 53 deg. 48 min. East 10 feet from the common boundary line between Lots 11 and 12 of Port Trinitie Subdivision; thence from the point of beginning, South 36 deg. 12 min. East 200 feet to a point in the southern property line of Lot 12; thence along the southern property line of Lots 12 and 11, South 53 deg. 48 min. West 20 feet to a point in the line of Lot 11; thence cornering, North 36 deg. 12 min. West 200 feet to a point in the northern line of Lot 11, a common boundary with the southern right-of-way line of Trinitie Drive; thence along the southern right-of-way line of Trinitie Drive and the northern lines of Lots 11 and 12, North 53 deg. 48 min. East 20 feet to the point of beginning, being a pedestrian access between Lots 11 and 12 as shown on that subdivision plat entitled "Port Trinitie", drawn by Bissell Associates, dated March 3, 1987, recorded in Plat Cabinet C, Slide 20 C & D, Dare County Registry.

Easement #2

BEING a twenty foot private pedestrian access between Lots 17 and 18 of Port Trinitie Subdivision for ingress and egress between Spinnaker Lane and the property described as Tract #3 hereinabove, at Port Trinitie, Atlantic Township, Dare County, North Carolina.

BEGINNING at a point in the western right-of-way line of Spinnaker Lane, said point being South 13 deg. 34 min. 11 sec. East 10.04 feet from the point of intersection of the line of division between Lots 17 and 18 with Spinnaker Lane; thence from the point of beginning, South 81 deg. 48 min. West 200 feet to a point in the western line of Lot 18 on the survey hereinafter mentioned; thence cornering, and along the western boundary lines of Lots 18 and 17, North 13 deg. 34 min. 11 sec. West 20.08 feet to a point in the western line of Lot 17; thence cornering, North 81 deg. 48 min. East 200 feet to a point in the western right-of-way line of Spinnaker Lane; thence cornering and with the western right-of-way line of Spinnaker Lane and Lots 17 and 18, South 13 deg. 34 min. 11 sec. East 20.08 feet to the point of beginning, being the private pedestrian access between Lots 17 and 18 as shown on that subdivision plat entitled "Port Trinitie" drawn by Bissell Associates, dated March 6, 1987, recorded in Plat Cabinet C, Slide 20 C & D, Dare County Registry.

Easement #3

Being a 10 foot private pedestrian easement situate on the North side of Trinitie Drive, Atlantic Township, Dare County, North Carolina, for ingress and egress to and from said Trinitie Drive to the Atlantic Ocean.

BEGINNING at the eastern end of the third tangent described above in Tract #4 at a point in the arc of a curve with a 50 foot radius, said beginning point being in the northern right-of-way line of Trinitie Drive; thence from the point of beginning along the northern right-of-way line of Trinitie Drive, South 81 deg. 36 min. 51 sec. West 10 feet to a point; thence North 8 deg. 23 min. 9 sec. West 11 feet to a point; thence cornering, North 81 deg. 36 min. 51 sec. East 535.11 feet to the highwater mark of the Atlantic Ocean; thence cornering and along the highwater mark of the Atlantic Ocean,





South 15 deg. 36 min. 22 sec. East 10.08 feet to a point; thence cornering and leaving the Atlantic Ocean, South 81 deg. 36 min. 51 sec. West 526.38 feet to a point; thence cornering, South 8 deg. 23 min. 9 sec. East 1 foot to the point of beginning, being approximately 5,367 square feet and shown as "Beach Access" on a survey entitled "Port Trinitie - Ocean Front and Soundside easements" drawn by Bissell/Triangle Associates, dated December 3, 1986.

TO HAVE AND TO HOLD the aforesaid real estate and the privileges and appurtenances thereunto belonging, to the said Grantee, its heirs, or successors and assigns forever, subject to the following terms, conditions, and restrictions.

And the said Grantor, for itself, its successors and assigns, covenants with the Grantee, its successors and assigns, that it is seized of said premises in fee and has the right to convey the same in fee simple; that the same are free from encumbrances, except as set forth herein; and that it will warrant and defend the said title to the same against the claims of all persons whomsoever.

This conveyance is granted herein solely for the foregoing purposes and shall be subject to the following terms, conditions, and restrictions. It is expressly agreed that the Grantor, its successors and assigns, and successors and assigns thereof, including their tenants, guests, and other occupants, and all owners of property located within the Development Area, whether or not such property is submitted to the Declaration as a part of the condominium, shall have the right to use the aforesaid described property, herein referred to as Community Facilities, subject to the lien of assessment by the Association, and further subject to:

(i) the right of the Association to charge a reasonable admission, dues, or other fees for the use of, repairs, and maintenance of, improvements to, and replacements of the Community Facilities. It is expressly agreed that each Lot owner in "Port Trinitie Subdivision" shall be assessed the same amount for the foregoing purposes as is assessed against the owners of a Dwelling Unit in Port Trinitie Condominium. Provided, however, the owner of an unimproved lot in the



Subdivision shall pay only a partial assessment and not be subject to any assessment with regard to the recreational facilities within the Community Facilities. Commencing as of the first day of the month following the issuance of a certificate of occupancy for a dwelling on a lot, such owner shall be subject to the full assessment for Community Facilities.

(ii) the right of the Association to suspend the right to use any recreational amenities (located in the Community Facilities) by a condominium owner or other property owner (including Port Trinitie Subdivision), or guests thereof, for any period during which any assessment against the condominium unit or other property (within the Development Area but outside the condominium) remains unpaid, or for any infractions of its published rules and regulations with regard to the use of the recreational amenities or easements or streets. The rules and regulations as to the use of the Community Facilities shall not discriminate as between condominium owners and other property owners in the Development Area.

(iii) the right of the Association to dedicate or transfer any or all of its Community Facilities to any public agency, authority, or utility for such purpose and such conditions as may be determined by its Board of Directors to be in the best interest of all users of such property.

(iv) the right of the Association to limit the number of guests of the users of said Community Facilities;

(v) the right of the Association, in accordance with its Articles of Incorporation and By-Laws to borrow money for the purpose of improving the Community Facilities or in aid thereof to mortgage and grant liens and encumbrances upon the property; provided, the rights of any such mortgagee of the Association's Community Facilities and Facilities shall be subordinate to the rights of the condominium owners and other users in the Development Area. Paragraph (vi) is on page 11.

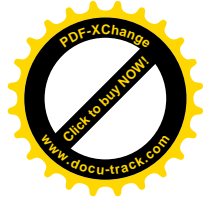


The right to use the Community Facilities shall be appurtenant to and may not be separated from ownership of any condominium unit subject to the Declaration or any other property located within the Development Area.

The Association shall have all rights and causes of action to enforce assessments with regard to the Community Facilities against all owners, condominium or otherwise, in the Development Area. No owner may waive or otherwise escape liability for assessments for his share of expenses of the Community Facilities by no-use of the facilities thereof or abandonment of his interest herein.

Any sum assessed by the Association for the share of Community Property expenses chargeable to any owner, condominium or otherwise, and remaining unpaid for a period of thirty (30) days or longer, shall constitute a lien upon the property of such owner when filed for record in the office of the Clerk of Superior Court of Dare County by the Association under the provisions of Article 8 of Chapter 44 of the North Carolina General Statutes and any amendments or supplements thereto. The lien created herein shall be prior to all other liens except (a) liens for real estate taxes due and unpaid, and (b) all sums unpaid on deeds of trust and other encumbrances recorded against the property prior to the docketing of the lien, and (c) materialmen's and mechanic's liens.

A lien for Community Facilities expenses may be foreclosed by suit by the Board of Directors of the Association in like manner as a foreclosure of a deed for trust or mortgage of real property. The Board of Directors is hereby granted a power of sale for such purpose. The Board of Directors of the Association shall have power to bid in the property at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. In the alternative, the Board of Directors of the Association may maintain a suit to recover a money judgment for unpaid Community Facilities expenses without foreclosing or waiving the lien securing said unpaid Community Facilities



expenses. The property owner in default shall be responsible for all court costs, interest, and reasonable attorney's fees incurred in the collection, by foreclosure or otherwise, of said lien for Community Facilities expenses. That purchaser in foreclosure, his successors and assigns, shall not be liable for Community Facilities assessments chargeable to such property prior to the acquisition of title of such property by such purchaser.

IN TESTIMONY WHEREOF, Trinitie Group, Inc. has caused this instrument to be signed in its corporate name by its \_\_\_\_\_ President, its corporate seal to be hereunder affixed, and attested by its \_\_\_\_\_ Secretary, all by order of its Board of Directors, this the day and year first above written. Additional conditions of this conveyance are set forth in Exhibit A attached hereto and incorporated herein by reference.

TRINITIE GROUP, INC.

By: [Signature]  
President

ATTESTED:

[Signature]  
Secretary  
(CORPORATE SEAL)

ACKNOWLEDGE AND AGREE:

PORT TRINITIE ASSOCIATION

By: [Signature]  
President

ATTEST:

[Signature]  
Secretary  
(CORPORATE SEAL)

Paragraph (vi) from Page 9:  
The absolute right of each lot owner, which shall run with the title to each lot, to attach and connect to any utility services which may lie under or over any Community Facility and it shall be the duty of the Association to grant any and all utility easements whether over, under or within the Community Facilities to provide utility service to any of the subdivision lots.



EXHIBIT A

ADDITIONAL CONDITIONS

WHEREAS, Port Trinitie Association by this instrument is the owner of certain streets and access easement properties and recreational amenities, all herein referred to as "Community Facilities," conveyed to the Association for the benefit of all owners in the Development Area which is described on Exhibit C of the Amended and Restated Declaration of Unit Ownership of Port Trinitie dated October 20, 1984, and filed in Book 383, Page 636, Dare County Registry, herein "Declaration"; and

WHEREAS, as a condition of this conveyance, the owners of Port Trinitie Subdivision, herein "Subdivision," were granted non-exclusive and mutual rights of use and enjoyment of the Community Facilities with the owners of Port Trinitie Condominium, herein "Condominium"; and

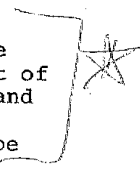
WHEREAS, the parties hereto agree as a further expression of the intent of the expressed and reserved rights for the owners of the Subdivision, and as a further condition of this aforesaid conveyance, that the owners of the Subdivision shall be entitled to rights of representation as to the assessment, and the determination thereof, of the expenses for the fees and dues for the use, repairs, improvements, and replacement of the Community Facilities, and shall further have representation as to the administration, management, rules and regulations for and of the use of said Community Facilities.

NOW, THEREFORE, as an additional condition for the conveyance by the Developer to the Condominium Association of said Community Facilities, it is expressly agreed as follows:



1. Representation. With regard to all matters dealing with and affecting the assessments concerning the said Community Facilities or the use or administration thereof, the Subdivision shall be deemed a separate phase of Port Trinitie Condominium and each lot owner of the Subdivision shall be deemed a member of the Condominium Association. In accordance therewith, on such matters affecting the administration, management, and assessments for use, improvements, repairs, and replacements, and the determination of rules and regulations regarding the Community Facilities, the Port Trinitie Homeowners Association shall be entitled to elect and be represented by two of its Board members as members of the Board of Directors of the Condominium Association. The Board members of the Homeowners Association serving on the Board of the Condominium Association for the foregoing limited purposes shall be entitled to notices of meetings and rights of participation as any other Board member representing any phase of Port Trinitie Condominium, including rights to participation in the actions described in Section 9 of the Declaration.

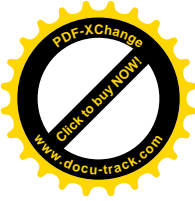
Any matter affecting the Community Facilities which requires or provides for the right of a dwelling owner of the Condominium to vote shall likewise also provide for the right of each lot owner in the Subdivision to vote on the same basis and upon the same notice. On all such matters, each lot in the Subdivision and each dwelling unit in the Condominium shall be entitled to one vote.



2. Amendment. For purposes herein, the Declaration and Bylaws of the Condominium Association are hereby amended to further the purposes herein, and such purposes and procedures are hereby incorporated therein by reference.

3. Beneficiary. The Homeowners Association and the owners in the Subdivision are as third party beneficiaries of the provisions herein.

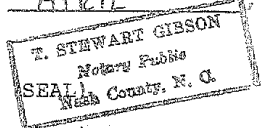




NORTH CAROLINA  
WASH COUNTY

I, T. STEWART GIBSON, a Notary Public for aforesaid County and State, do hereby certify that SANDRA RUSSELL personally came before me this day and acknowledged that she is Asst Secretary of TRINITIE GROUP, INC., a Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its corporate name by its President, sealed with its corporate seal, and attested by herself as its Asst. Secretary.

Witness my hand and official seal, this 16<sup>th</sup> day of APRIL, 1987.



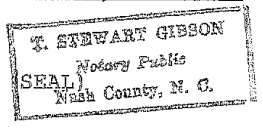
T. Stewart Gibson  
Notary Public

My Commission Expires: 1-7-91

NORTH CAROLINA  
WASH COUNTY

I, T. STEWART GIBSON, a Notary Public for aforesaid County and State, do hereby certify that SUE BAKER personally came before me this day and acknowledged that she is Secretary of PORT TRINITIE ASSOCIATION, a Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its corporate name by its President, sealed with its corporate seal, and attested by herself as its Secretary.

Witness my hand and official seal, this 16<sup>th</sup> day of APRIL, 1987.



T. Stewart Gibson  
Notary Public

My Commission Expires: 1-7-91

The foregoing certificates of T. Stewart Gibson a  
Notary Public of Wash Co, NC

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Darius A. Saly  
Register of Deeds for Deer County

By: Norma Jean Ward  
Deputy Assistant Register of Deeds

RECORDED: APR 30 1987