

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

Brunswick County--Register of Deeds  
Robert J. Robinson  
Inst #7065 Book 1287Page 1040  
03/18/1999 08:33am Rec# 7867

AMENDMENT TO PROTECTIVE COVENANTS  
BALD HEAD ISLAND STAGE TWO  
LOGGERHEAD BEACH

This Amendment to Protective Covenants, Bald Head Island Stage Two, ("Amendment") is made by Bald Head Island Limited this 17<sup>th</sup> day of March, 1999.

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. 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 may be set out in the Amendment annexing said lots.

By execution and recordation of this Amendment, it is the intent of the Declarant to annex those properties described hereinafter to the terms, provisions and conditions of the Protective Covenants, subject to the specific provisions contained herein.

Therefore, the Protective Covenants, as previously amended, are hereby further amended as follows:

1. ADDITIONAL PROPERTIES. The provisions of the Protective Covenants shall apply fully to all of the property (including Lots 2074, 2076, 2078, 2080, 2082, 2084, 2579, 2581, 2583, 2585, 2587, 2589, 2591, 2593 and 2595) as shown on that plat entitled "Loggerhead Beach" recorded in Map Cabinet 21, Instrument 45, Brunswick County Registry ("Plat"), as the same may be amended from time to time. As used herein, "Lot" shall mean any numbered Lot designated for residential use as shown on the Plat made subject to the Protective Covenants by this Amendment.
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 Lot acquiring title

RET Jude - Bald Head  
TOTAL 22.00 REV. \_\_\_\_\_ TC# \_\_\_\_\_  
REC# 17 CK AMT 982.00 CK# 157  
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to the Lot from Declarant shall begin paying dues and assessments as of the time of acquisition of said Lot. Declarant shall begin paying dues on all unsold Lots January 1, 2000.

3. SINGLE FAMILY UTILIZATION. All Lots 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 an allowed building pad for each Lot within Loggerhead Beach. There shall be no setbacks, other than those imposed by the Village of Bald Head Island or other governmental authority, and those shown on the Plat, except that all construction of every Living Unit must be within the designated building pad as shown on the Plat, subject to the approval of the Committee, as more fully set out in Paragraph 4 of the Protective Covenants. The requirement to construct within the designated building pad as shown on the Plat shall specifically take precedence over any presumed setbacks as set out in Paragraph 8 of the Protective Covenants. With the approval of the Committee, construction of improvements other than the primary residential structure and Crofters may be constructed on any portion of any Lot, including within any easement or setback designated on the Plat, to the extent such construction is consistent with the zoning ordinances of the Village of Bald Head Island, and to the extent that no such construction shall be allowed which would interfere with utilization of the private road easement or any reserved utility easement. Notwithstanding the provisions herein, garages are allowed, and, with exception of Lot 2579, may be constructed outside the limitations of the designated building pad. A garage or crofter constructed on Lot 2579 must be within the designated pad (unnumbered) shown on the Plat.
5. LIMITATION ON HEIGHT. No structure constructed on any Lot shall exceed thirty-five (35) feet in height as measured from the lowest natural point where the building perimeter meets grade. The provisions of Paragraph 19 of the Protective Covenants are specifically incorporated herein by reference.
6. BUILDING AND SITE RESTRICTIONS. All Lots as shown on the Plat shall be subject to the following restrictions:
  - (a) The minimum square footage of heated, enclosed living space for each approved primary residential structure shall be 1,600 square feet. The maximum square footage of heated, enclosed living space for each approved primary residential structure on Lots 2579 through 2595 (odd numbers only) shall be 3,500 square feet, and on Lots 2074 through 2084 (even numbers only), shall be 4,250 square feet.

- (b) The exterior walls of the foundation of the primary Living Unit on each Lot will not be allowed to extend outward from any building pad shown on the Plat, and the construction of any improvement or structure extending outward from said building pad shall require approval of the Committee following an affirmative finding that said improvement or structure meets the standards contained in Paragraph 5 of the Protective Covenants and will not have a negative impact on adjoining Lots.
- (c) Each Lot owner shall keep the grounds on his Lot and all structures located thereon in a clean, neat and sightly condition, and shall provide for the regular removal of all trash or refuse from the Lot.
- (d) No animals, livestock or poultry of any kind shall be kept or maintained on any Lot except that no more than 2 dogs or cats are allowed as household pets, provided they are attended as required by the ordinances of the Village of Bald Head Island.
- (e) In order to comply with the North Carolina Coastal Storm Water Regulations enacted by the Department of Environmental Management of the State of North Carolina, each Lot shall contain a maximum square footage covered by impervious surfaces (as defined by the Department of Environmental Management), which limitation is as set out on Exhibit A attached hereto. 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 this Paragraph 6(e) may be enforced by the State of North Carolina, as well as any other party entitled to enforce the Protective Covenants. This provision, as well as all other provisions of the Protective Covenants, runs with the land and is binding on all persons owning any Lot as shown on the Plat. No amendment of this provision shall be allowed unless consented to in writing by the State of North Carolina, Department of Environmental Management.
- (f) There is shown on the Plat a private ingress/egress easement that crosses all lots other than Lot 2579 north of South Bald Head Wynd. Bald Head Island Stage Two Association, Inc. shall have the responsibility for maintaining said road, and its right-of-way, in good and usable condition. The Association shall have no maintenance obligation as to any driveway or connection extending from the private ingress/egress easement and extending to any structure.

- (g) There is designated on the Plat a 20 foot pedestrian and non-vehicular easement, adjacent to and north of South Bald Head Wynd. This easement is reserved for the benefit of the Declarant, and for the benefit of all members of the Association. The Declarant or its assignees, including, without limitation, the Village of Bald Head Island or the Association, if such rights are specifically assigned to that entity by the Declarant, may improve said easement area by installation of walking or bike trails or paths, or similar facilities and improvements. If such are constructed, the full maintenance responsibility for such systems shall be with the Association, and not with the owner of any Lot, or with another entity designated for maintenance purposes by Declarant, which entity agrees to accept such maintenance responsibilities.
- (h) No overnight parking shall be allowed within the private easement as shown on the Plat, in order to facilitate emergency vehicle ingress and egress to and from all Lots.
- (i) Yards shall be maintained with natural vegetation, and natural grasses shall be permitted, but no lawns consisting of non-native grasses (e.g., Bermuda and the like), and no ornamental vegetation shall be allowed. Irrigation shall be of the drip-type only, designed to reduce water consumption and to encourage xeriscaping, i.e., the use of vegetation requiring little water.
- (j) To the extent that the Village of Bald Head Island enforces driving regulations, including, without limitation, limitations on speed and requirements as to the qualification and condition of the driver of any vehicle, said regulations and conditions are herein specifically incorporated by reference, and the Village of Bald Head Island is specifically granted authority to enforce those regulations and conditions on the private easement shown on the Plat. It is expressly acknowledged and understood that the Village of Bald Head Island has no affirmative obligation to enforce said rules and regulations, but may elect to do so.
- (k) All lots numbered 2581 through 2595 (odd numbers only) must, in accordance with guidelines adopted by the Committee, construct a porch as a part of the primary Living Unit. A minimum of 16 horizontal feet of said porch must be constructed within the shaded area within each building pad on said Lots, and said porch must be at least 8 feet deep. However, a bay window, not exceeding 3 feet in depth, and which must be set a minimum of 2 feet from either side of shaded area, may project into said porch, within said shaded area. More specifics as to this restriction shall be included in the Design Guidelines of the Committee.


- (l) No construction of any kind shall be allowed between the private ingress/egress easement, and South Bald Head Wynd, excluding underground utilities installation. No tree removal, landscaping, under brushing or other cleaning or altering of the natural site or terrain of said designated area shall be allowed without prior approval of the Committee, which approval shall not be given if such proposed alteration would, in the reasonable opinion of the Committee, have an adverse impact on any other Lot owner, or substantially alter the appearance of said area as a "natural" area and buffer.
  - (m) Lots 2581 through 2595 (odd numbers only) shall have no direct vehicular connection constructed to South Bald Head Wynd. All vehicular connections from said Lots must be directly from the garage or primary Living Unit on each Lot to the private ingress/egress easement as designated on the Plat.
  - (n) Each of the Lots on the south side of South Bald Head Wynd is burdened with an access easement to the ocean, and there shall be allowed only one beach walkway or access structure within each such easement, which walkway or structure shall be owned jointly, and shared as to utilization and maintenance, by the two lots burdened by said single easement. All required upkeep for said walkway and improvements thereon, shall be the joint and equal responsibility of the two owners benefitted thereby; any disagreement as to upkeep and maintenance that cannot be resolved by and between said owners shall be resolved by the Committee, upon the written request of either owner, which decision shall be binding and conclusive on each and every owner of a burdened lot. Declarant shall initially construct a pathway and other improvements on each such easement (which construction shall be completed no later than March 1, 2000), and any change in the alignment, location or improvements constructed therein must be jointly approved by each owner benefitted thereby, after construction, and must further be approved by the Committee.
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, 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 Loggerhead Beach, whether such damage occurs to or within the private easement shown on the Plat, to the extent such damages are caused by vehicles or equipment utilizing the private easement or otherwise responding to an emergency or providing municipal services within Loggerhead Beach. It is specifically understood that there is a possibility that pavement or road shoulders could be damaged or destroyed along the private ingress/egress easement, and the Association assumes the full responsibility for repairing any such damage. Emergency and municipal vehicles, including trash removal vehicles, are specifically authorized to utilize the private ingress/egress easement to provide municipal services.
10. SUPPLEMENTAL DUES. Paragraph 6 of the Protective Covenants specifically authorizes the Association to assess a common group of Lots independently of 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 assess only the owners gaining access to their Lots from the private ingress/egress easement, for all maintenance and upkeep expenses relating to improvements on and along said private easement maintained by the Association, and the Association may include reserves for road replacement and maintenance, which reserves shall be dedicated for the utilization of the repair and maintenance of the road and road shoulders within the private easement as shown on the Plat.

This Amendment is executed as of the day and year first above written under authority duly granted.

BALD HEAD ISLAND LIMITED  
a Texas Limited Partnership

By:

  
M. Kent Mitchell  
Attorney in Fact

(SEAL)

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, B. J. German, 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 in 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

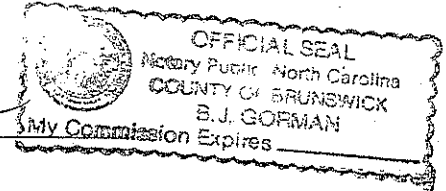
Deeds in the County of Brunswick, State of North Carolina, in Deed Book 1143 at Page 912, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney.

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 17<sup>th</sup> day of March, 1999.

My Commission expires: 3/10/03

B. J. Gorman  
Notary Public



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**STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK**

The Foregoing (or annexed) Certificate(s) of B. J. Gorman

Notary(ies) Public is (are) Certified to be Correct.

his Instrument was filed for Registration on this 18<sup>th</sup> Day of March, 1999  
the Book and Page shown on the First Page hereof.

Robert J. Robinson  
ROBERT J. ROBINSON, Register of Deeds

Inst # 7065 Book 1287Page: 1046

EXHIBIT A

<u>LOT #</u>	<u>IMPERVIOUS COVERAGE</u>
2074	5,250 square feet
2076	5,250 square feet
2078	5,250 square feet
2080	5,250 square feet
2082	5,250 square feet
2084	5,250 square feet
2579	5,500 square feet
2581	4,800 square feet
2583	5,250 square feet
2585	5,250 square feet
2587	5,250 square feet
2589	5,250 square feet
2591	5,250 square feet
2593	5,250 square feet
2595	4,800 square feet



STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

RET Jude  
TOTAL 10 REV        TC#         
REC#        CK AMT 87 CK# 1169  
CASH        REF        BY 7#

ADDENDUM TO AMENDMENT  
TO PROTECTIVE COVENANTS  
BALD HEAD ISLAND STAGE TWO  
LOGGERHEAD BEACH

THIS ADDENDUM TO AMENDMENT TO PROTECTIVE COVENANTS, BALD HEAD ISLAND STAGE TWO, LOGGERHEAD BEACH, is made as of the 16<sup>th</sup> day of May, 1999, as follows:

WHEREAS, Bald Head Island Limited, a Texas limited partnership, is the developer and the sole owner of that certain real property located in the Village of Bald Head Island and known as Loggerhead Beach, Brunswick County, North Carolina; and,

WHEREAS, Bald Head Island Limited, as Declarant, has heretofore caused to be recorded in the records of the Brunswick County Registry in Book 1287 at Page 1040, an Amendment to Protective Covenants for Bald Head Island Stage Two, Loggerhead Beach, and has further caused to be recorded in said Registry in Map Book 21, Page 45, a Plat of survey entitled "Loggerhead Beach", which Plat sets out and describes the real property and Lots subject to said Amendment; and,

WHEREAS, because the anticipated construction on certain Lots in Loggerhead Beach is subject to governmental permitting regulations requiring flexibility as to the size and location of the residential building pads on the Lots so affected, and Declarant wishes to provide for such flexibility while maintaining the integrity, beauty and value of all of the Lots in Loggerhead Beach;

NOW, THEREFORE, Bald Head Island Limited, Declarant and sole owner of all of the subject property and Lots, hereby supplements the Amendment to Protective Covenants for Bald Head Island Stage Two, Loggerhead Beach, by adding to paragraph 6 (b), "BUILDING AND SITE RESTRICTIONS", the following proviso, to wit:

**PROVIDED HOWEVER**, that with respect to Lots 2074 through 2084 (even numbers, only), notwithstanding the building pads shown on the Plat for said Lots, the front set back lines (SBL) may, with the approval of the Committee, be varied to allow the exterior walls of the primary Living Unit to extend beyond said building pads a maximum of ten (10') feet closer to South Bald Head Wynd, if it is determined by the Committee that the applicable rear (ocean-side) building set backs under regulations adopted pursuant to the Coastal Area Management Act of the State of North Carolina are closer to South Bald Head Wynd than the rear (ocean side) set back lines (SBL) of the building pads for said Lots as shown on the Plat.

Brunswick County--Register of Deeds  
Robert J. Robinson  
Inst #12707 Book 1301Page 151  
05/11/1999 03:24pm Rec# 13218

Except as specifically amended and supplemented by this Addendum, all of the terms, provisions and conditions of the Protective Covenants for Bald Head Island Stage Two, and of the Amendment to Protective Covenants, Bald Head Island Stage Two, Loggerhead Beach, remain in full force and effect and fully applicable to the subject property described herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has caused this instrument to be executed by its duly authorized attorney in fact, under seal, this the 6th day of May, 1999.

BALD HEAD ISLAND LIMITED (SEAL)  
a Texas Limited Partnership

Inst # 12707 Book 1301Page: 152

By: [Signature] (SEAL)

Kenneth M. Kirkman  
Attorney in Fact

STATE OF NORTH CAROLINA  
BRUNSWICK COUNTY

I, Lorraine Thompson, a Notary Public for said County and State, do hereby certify that Kenneth M. Kirkman, 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 in 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 916, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney.

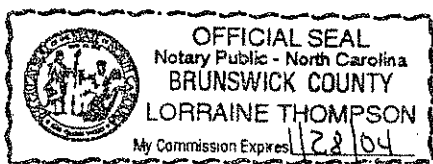
I do further certify that the said M. Kent Mitchell acknowledged the due execution of the foregoing annexed instrument for the purposes therein expressed for and in behalf of the said Bald Head Island Limited.

WITNESS my hand and official seal, this the 6th day of May, 1999.

{SEAL-STAMP}

Lorraine Thompson  
Notary Public

My commission expires: \_\_\_\_\_



STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of LORRAINE THOMPSON

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

Brunswick County--Register of Deeds  
Robert J. Robinson  
Inst #15460 Book 1307Page 1069  
06/07/1999 08:52am Rec# 15629

REVISED  
ADDENDUM TO AMENDMENT  
TO PROTECTIVE COVENANTS  
BALD HEAD ISLAND STAGE TWO  
LOGGERHEAD BEACH

THIS REVISED ADDENDUM TO AMENDMENT TO PROTECTIVE COVENANTS, BALD HEAD ISLAND STAGE TWO, LOGGERHEAD BEACH, is made as of the 2ND day of June, 1999, as follows:

WHEREAS, Bald Head Island Limited, a Texas limited partnership, is the developer and the sole owner of that certain real property located in the Village of Bald Head Island and known as Loggerhead Beach, Brunswick County, North Carolina; and,

WHEREAS, Bald Head Island Limited, as Declarant, has heretofore caused to be recorded in the records of the Brunswick County Registry in Book 1287 at Page 1040, an Amendment to Protective Covenants for Bald Head Island Stage Two, Loggerhead Beach, and has subsequently recorded, in Book 1301 at Page 151 of said Registry, an Addendum to Amendment to Protective Covenants, Bald Head Island Stage Two, Loggerhead Beach, and has further caused to be recorded in said Registry in Map Book 21, Page 45, a Plat of survey entitled "Loggerhead Beach", which Plat sets out and describes the real property and Lots subject to said Amendment and Addendum to Amendment; and,

WHEREAS, because the anticipated construction on certain Lots in Loggerhead Beach is subject to governmental permitting regulations requiring flexibility as to the size and location of the residential building pads, living units, garages, and other buildings on the Lots so affected, and Declarant wishes to provide for such flexibility while maintaining the integrity, beauty and value of all of the Lots in Loggerhead Beach; and,

WHEREAS, the Addendum to Amendment recorded in Book 1301 at Page 151 as aforesaid did not fully address certain issues arising out of the governmental permitting regulations applicable to the subject property and residential building pads;

NOW, THEREFORE, Bald Head Island Limited, Declarant and sole owner of all of the subject property and Lots, hereby revises the Addendum to Amendment to Protective Covenants for Bald Head Island Stage Two, Loggerhead Beach, as follows:

RET Jude - Bald Head  
TOTAL \_\_\_\_\_ REV \_\_\_\_\_ TC# 17  
REC# \_\_\_\_\_ CK AMT 140- CK# 1175  
CASH \_\_\_\_\_ REF \_\_\_\_\_ BY taa

1.) Paragraph 5, "LIMITATION ON HEIGHT", is hereby replaced with the following provision, to wit:

**5. LIMITATION ON HEIGHT.** Except for garages and other buildings which are constructed outside the building pad, no structure constructed on any Lot shall exceed thirty-five (35) feet in height as measured from the lowest natural point where the building perimeter meets grade. Garages and other buildings which are constructed outside the building pad on any Lot shall not exceed fourteen (14) feet in height as measured from the lowest natural point where the building perimeter meets grade. The provisions of Paragraph 19 of the Protective Covenants are specifically incorporated herein by reference.

2.) There is hereby added to paragraph 6 (b), "BUILDING AND SITE RESTRICTIONS", the following revised proviso, to wit:

**PROVIDED HOWEVER,** that with respect to Lots 2074 through 2084 (even numbers, only), notwithstanding the building pads shown on the Plat for said Lots, the front set back lines (SBL) may, with the approval of the Committee, be varied to allow the exterior walls of the primary Living Unit to extend beyond said building pads a maximum of twenty-five (25') feet closer to South Bald Head Wynd, if it is determined by the Committee that the applicable rear (ocean-side) building set backs under regulations adopted pursuant to the Coastal Area Management Act of the State of North Carolina are closer to South Bald Head Wynd than the rear (ocean side) set back lines (SBL) of the building pads for said Lots as shown on the Plat. Furthermore, the Committee may, without joinder or consent of any Owner, alter or delete any building pad shown on the Plat for Lots 2074 through 2084 (even numbers, only), so as to maximize the likelihood that, under applicable regulations, residences may be constructed on said Lots, provided that no such alteration or deletion shall decrease the side yard set backs as shown by the building pads on the Plat.

This Revised Addendum to Amendment to Protective Covenants, Bald Head Island Stage Two, Loggerhead Beach, shall, upon execution and recordation, supercede and replace the Addendum to Amendment to Protective Covenants recorded in Book 1301, Page 151, Brunswick County Registry, Brunswick County, North Carolina.

Except as specifically amended and supplemented by this Revised Addendum, all of the terms, provisions and conditions of the Protective Covenants for Bald Head Island Stage Two, and of the Amendment to Protective Covenants, Bald Head Island Stage Two, Loggerhead Beach, remain in full force and effect and fully applicable to the subject property described herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has caused this instrument to be executed by its duly authorized attorney in fact, under seal, this the 2ND day of June, 1999.

BALD HEAD ISLAND LIMITED (SEAL)  
a Texas Limited Partnership

Inst # 15460 Book 1307Page: 1071

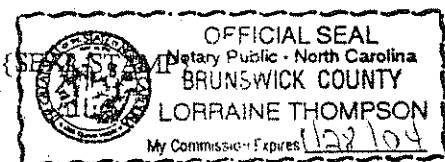
By: [Signature] (SEAL)  
Kenneth M. Kirkman  
Attorney in Fact

STATE OF NORTH CAROLINA  
BRUNSWICK COUNTY

I, LORRAINE THOMPSON, a Notary Public for said County and State, do hereby certify that Kenneth M. Kirkman, 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 in 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 916, 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 Kenneth M. Kirkman acknowledged the due execution of the foregoing an annexed instrument for the purposes therein expressed for and in behalf of the said Bald Head Island Limited.

WITNESS my hand and official seal, this the 2nd day of June, 1999.



Lorraine Thompson  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of LORRAINE THOMPSON

Notary(ies) Public is (are) Certified to be Correct.

This Instrument was filed for Registration on this 7th  
in the Book and Page shown on the First Page hereof.

Day of June, 1999

Robert J. Robinson  
ROBERT J. ROBINSON, Register of Deeds

SECOND ADDENDUM TO AMENDMENT  
TO PROTECTIVE COVENANTS  
BALD HEAD ISLAND STAGE TWO  
LOGGERHEAD BEACH

THIS SECOND ADDENDUM TO AMENDMENT TO PROTECTIVE COVENANTS, BALD HEAD ISLAND STAGE TWO, LOGGERHEAD BEACH, is made as of the 1st day of November, 2000, as follows:

WHEREAS, Bald Head Island Limited, a Texas limited partnership, is the owner and developer of that certain real property on Bald Head Island known as Loggerhead Beach, located in the Village of Bald Head Island, Brunswick County, North Carolina; and;

WHEREAS, Bald Head Island Limited, as Declarant, has heretofore caused to be recorded in the records of the Brunswick County Registry in Book 1287 at Page 1040, and Amendment to Protective Covenants for Bald Head Island Stage Two, Loggerhead Beach, and has subsequently recorded in said Registry in Book 1301 at Page 151 and Book 1307, at Page 1069, respectively, an Addendum and a Revised Addendum to Amendment to Protective Covenants, Bald Head Island Stage Two, Loggerhead Beach; and,

WHEREAS, Bald Head Island Limited, Declarant and developer of the Lots within Loggerhead Beach, as shown on that certain plat of survey for Loggerhead Beach, Bald Head Island Stage Two, recorded in the aforesaid Registry in Map Cabinet 21 at Page 45, has, in accordance with Title 15 NCAC 2H.1003(a)(2), recorded the above-referenced Amendment to Protective Covenants pertaining to the impervious coverage of said Lots;

WHEREAS, Article 14 of the Protective Covenants for Bald Head Island Stage Two, recorded in the Brunswick County Registry in Book 1045 at Page 676, reserves to Declarant the right to amend the aid Protective Covenants for the purpose of "adding or deleting any incidental provisions deemed in the sole discretion of Declarant to be in the best interest of Declarant" without the consent, joinder or approval of any other owner; and,

NOW, THEREFORE, Declarant, Bald Head Island Limited, hereby declares that in accordance with Title 15 NCAC 2H.1003(a)(2), **Exhibit A** to the Amendment to Protective Covenants, Bald Head Island Stage Two, Loggerhead Beach, March 17, 1999, and recorded in the Brunswick County Registry in Book 1287, Page 1040, as previously amended by Addenda recorded in Book 1301, Page 151 and Book 1307, Page 1069, is hereby superceded and replaced in its entirety by the **Revised Exhibit A** attached hereto, and the Lots shall be required to comply with the maximum allowable built upon area requirements set forth therein.

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.

RET Jude Ward  
TOTAL 12- REV        TC# 38  
REC#        CK AMT 25- CK# 1293  
CASH        REF        DV 78

Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development of the property, except for average driveway crossings, by any persons, is strictly prohibited. Each lot will maintain a thirty (30) foot wide vegetated buffer between all impervious areas and surface waters. Lots within CAMA's Area of Environmental Concern may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.

This Second Addendum is made as a result of the modification of the stormwater management permit issued for the subject property on October 20, 2000, and is intended to insure continued compliance with stormwater runoff rules adopted by the State of North Carolina and therefore benefits and may be enforced by the State of North Carolina. The covenants contained herein are to run with the land and shall be binding on all parties and all persons claiming under them.

The 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. Runoff from all impervious areas of all designated Lots must be directed into the system. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the State.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has caused this instrument to be executed by its duly authorized attorney in fact, under seal, this the 1st day of November, 2000.

BALD HEAD ISLAND LIMITED (SEAL)  
a Texas Limited Partnership

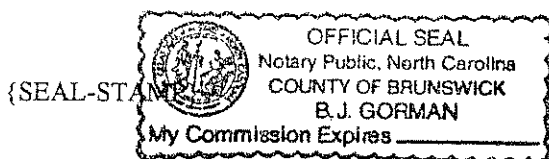
By: [Signature] (SEAL)  
Kenneth M. Kirkman  
Attorney in Fact

STATE OF NORTH CAROLINA  
BRUNSWICK COUNTY

I, B.J. Gorman, a Notary Public for said County and State, do hereby certify that Kenneth M. Kirkman, 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 in 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 916, 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 Kenneth M. Kirkman acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Bald Head Island Limited.

WITNESS my hand and official seal, this the 1st day of November, 2000.



B.J. Gorman  
Notary Public  
My commission expires: 3/10/03

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

BJ GORMAN

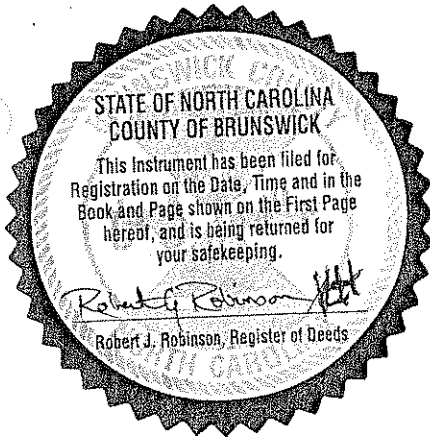
The Foregoing (or annexed) Certificate(s) of \_\_\_\_\_

REVISED EXHIBIT A

TABLE OF LOT SIZES AND BUILT UPON AREAS  
LOGGERHEAD BEACH

<u>Lot #</u>	<u>Area (sq. ft.)</u>	<u>Impervious Coverage (sq. ft.)</u>
2074	40422	5500
2076	40188	5500
2078	40114	6500
2080	40040	6500
2082	45269	5500
2084	43656	5500
2579	18467	6500
2581	12419	6500
2583	18342	6500
2585	28725	6500
2587	20073	6500
2589	21810	6500
2591	26061	6500
2593	14376	6500
2595	15465	6500





Presenter Bald Head Island Ret: TS  
5 Total 26 Rev Int RH  
Ck \$ 26 Ck # 2009 Cash \$         
Refund:        Cash \$        Finance         
☐ Portions of document are legible due to condition of original.  
☐ Document contains seals verified by original instrument that cannot be reproduced or copied.

THIRD ADDENDUM TO AMENDMENT  
TO PROTECTIVE COVENANTS  
BALD HEAD ISLAND STAGE TWO  
LOGGERHEAD BEACH

THIS THIRD ADDENDUM TO AMENDMENT TO PROTECTIVE COVENANTS, BALD HEAD ISLAND STAGE TWO, LOGGERHEAD BEACH, is made as of the 4th day of June, 2008, as follows:

WHEREAS, Bald Head Island Limited, LLC, a Texas limited liability company, is the developer of that certain real estate known as Loggerhead Beach, located in the Village of Bald Head Island, Brunswick County, North Carolina, and is the sole owner of Lot 2076, Loggerhead Beach, as the same is shown on a plat of survey recorded in Map Book 21, Page 45 of the Brunswick County Registry; and

WHEREAS, Bald Head Construction, Inc., a North Carolina corporation, is the sole owner of Lot 2078, Loggerhead Beach, Bald Head Island, Brunswick County, North Carolina, as shown on the above-referenced plat of survey; and

WHEREAS, Bald Head Island Limited, LLC, as Declarant, has heretofore caused to be recorded in the records of the Brunswick County Registry in Book 1287 at Page 1040, an Amendment to Protective Covenants for Bald Head Island Stage Two, Loggerhead Beach, and has subsequently recorded in said Registry in Book 1301 at Page 151, in Book 1307, at Page 1069, and in Book 1414, Page 277, respectively, an Addendum, a Revised Addendum, and a Second Addendum to Amendment to said Protective Covenants; and

WHEREAS, the Architectural Control Committee having jurisdiction of Loggerhead Beach Lots 2076 and 2078 did approve, pursuant to paragraph 4 of the aforesaid Amendment to Protective Covenants, the construction of a single wooden walkway for beach access running along and lying on either side of the boundary line between said Lots 2076 and 2078, as depicted on the plat of survey prepared by Walter B. Cavedo, dated 05/22/2008, and attached hereto as Exhibit A; and,

WHEREAS, Article 14 of the Protective Covenants for Bald Head Island Stage Two, recorded in the Brunswick County Registry in Book 1045 at Page 676, reserves to Declarant the right to amend the said Protective Covenants for the purpose of "adding or deleting any incidental provisions deemed in the sole discretion of Declarant to be in the best interest of Declarant" without the consent, joinder or approval of any other owner; and,



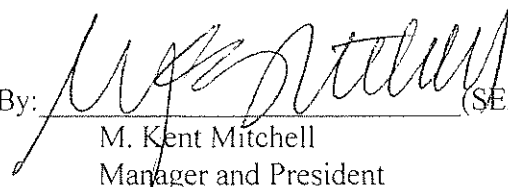
WHEREAS, Declarant deems it to be in the best interest of Declarant to add to the aforesaid Protective Covenants certain provisions confirming the shared ownership, use and maintenance of the above-mentioned wooden walkway and establishing a reciprocal beach access easement upon and across the east ten (10') feet of Loggerhead Beach Lot 2076 and the west ten (10') feet of Loggerhead Beach Lot 2078 for the mutual benefit of said Lots 2076 and 2078, and Bald Head Construction, Inc. is in agreement with and has consented to such provisions;

NOW, THEREFORE, Bald Head Island Limited, LLC, Declarant and sole owner of the aforesaid Lot 2076, Loggerhead Beach, Stage Two, Bald Head Island, North Carolina, hereby declares that in accordance with Article 14 of the Protective Covenants for Bald Head Island Stage Two, recorded in Book 1045 at Page 676, Brunswick County Registry, and with the Joinder and Consent of Bald Head Construction, Inc., sole owner of the aforesaid Lot 2078, Loggerhead Beach, hereby further amends the Amendment To Protective Covenants, Bald Head Island Stage Two, Loggerhead Beach, recorded in Book 1287 at Page 1040 of the aforesaid Registry, by adding to paragraph 6 thereof the following provisions, to wit:

- (o) The east ten (10') feet of Lot 2076 and the west ten (10') feet of Lot 2078 are hereby burdened with a shared reciprocal access easement to the ocean, beginning 250 feet north of the first line of stable vegetation as shown on the survey plat attached hereto as Exhibit A and running south therefrom to the mean high water mark of the Atlantic Ocean. Only one beach walkway or access structure shall be allowed within said easement, which walkway or structure shall be owned jointly and shared as to utilization and maintenance by the owners of the two Lots (2076 and 2078) burdened by said single shared access easement. All required upkeep for said walkway and any improvements thereon shall be the joint and equal responsibility of the owners of the two properties benefited thereby. Any disagreement as to upkeep and maintenance that cannot be resolved by and between said owners shall be resolved by the Committee, upon the written request of either owner, which decision shall be binding and conclusive on each and every owner of the burdened Lots. Any change in the alignment, location, nature or extent of the improvements constructed in the easement must be jointly approved by each owner benefited thereby, and must also be approved by the Committee. The covenants contained herein shall run with Lots 2076 and 2078, Loggerhead Beach, and shall be binding on all owners thereof and all persons claiming under them.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed by its duly authorized representative, this the 4<sup>th</sup> day of June, 2008.

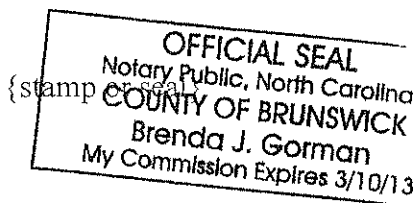
BALD HEAD ISLAND LIMITED, LLC  
a Texas limited liability company

By:  (SEAL)  
M. Kent Mitchell  
Manager and President

STATE OF NORTH CAROLINA  
BRUNSWICK COUNTY

I, Brenda J. Gorman, a Notary Public for said County and State, do hereby certify that M. Kent Mitchell, Manager and President for Bald Head Island Limited, LLC, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing instrument for and on behalf of the said Bald Head Island Limited, LLC.

WITNESS my hand and official seal, this the 4th day of June, 2008.



Brenda J. Gorman  
Notary Public  
My commission expires: 3/10/13

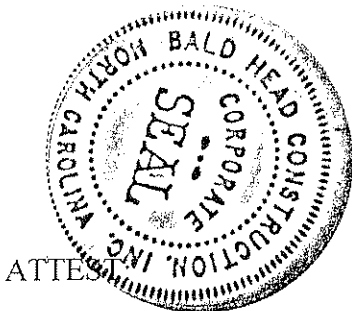
\*\*\*\*\*

JOINDER AND CONSENT

The undersigned Bald Head Construction, Inc., a North Carolina corporation, being the sole owner of the real property and premises known as Lot 2076, Loggerhead Beach, Bald Head Island Stage Two, Bald Head Island, North Carolina, as the same is shown on a plat thereof duly recorded in Map Cabinet 21, Instrument 45, pursuant to General Warranty Deed recorded in Deed Book 2526, Page 813, Brunswick County Registry, hereby acknowledges that it has reviewed the above Third Addendum to Amendment to Protective Covenants for Bald Head Island Stage Two, Loggerhead Beach, and the plat of survey attached hereto as Exhibit A, and by the signature of its duly authorized officer, joins in and consents to the contents of said Third Addendum and plat of survey, for itself and its successors and assigns.

BALD HEAD CONSTRUCTION, INC.

By: Stephen O. Robertson  
Stephen O. Robertson  
Vice President



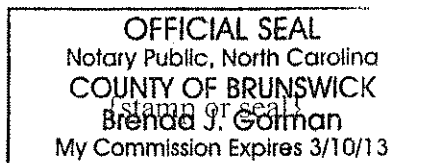
By: [Signature]  
Its Secretary



STATE OF NORTH CAROLINA  
BRUNSWICK COUNTY

I, Brenda 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 Vice President, sealed with its corporate seal and attested by her as its Secretary.

WITNESS my hand and official seal, this the 4<sup>th</sup> day of June, 2008.



Brenda J. Gorman  
Notary Public  
My commission expires: 3/10/13

SUBDIVISION: *Loggerhead Beach*

MAP BOOK : 21 PAGE: 45

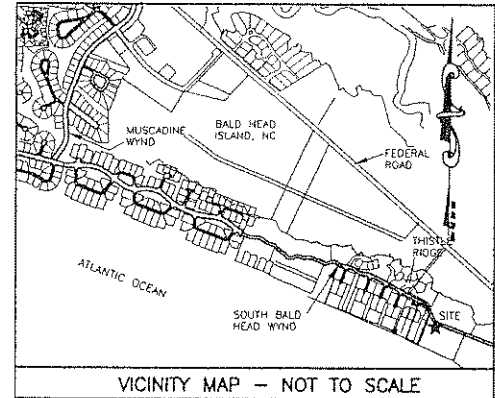
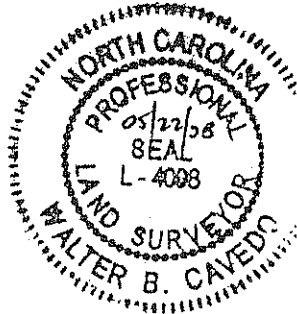
LOT NUMBER: 2078

DEED BOOK: 2526 PAGE: 813

STATE OF NORTH CAROLINA  
 I, Walter B. Cavado, certify that this plat was drawn under my supervision from an actual survey made under my supervision from information found in the Brunswick Co. Registry, as noted hereon; that the error of closure as calculated by latitudes and departures is 1:10000+, that the boundaries not surveyed are shown as broken lines, that this map was prepared in accordance with G.S. 47-30 as amended, with the exception of sec.(a), which pertains to map size for recordation. Witness my hand and seal this 22 day of MAY, 2008.

*Walter B. Cavado*

Walter B. Cavado  
 Professional Land Surveyor  
 N.C. Registration No. L-4098



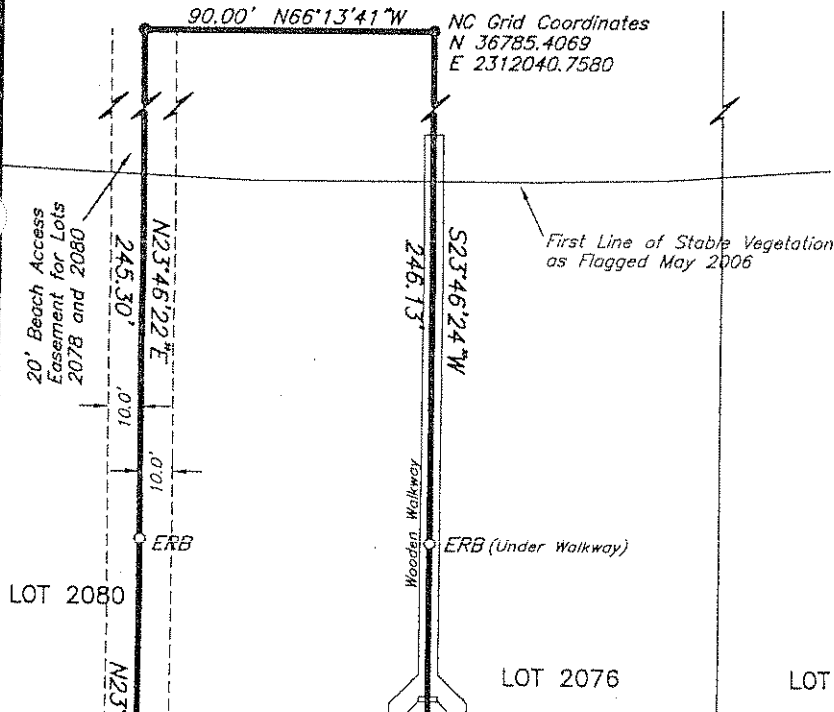
VICINITY MAP - NOT TO SCALE

Atlantic Ocean

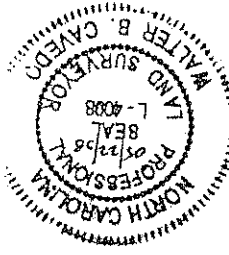
Notes:

1. No encroachments found.
2. Corners marked as noted. ERB is existing iron rebar found. EAM is existing aluminum monument found.
3. Lot area (by coordinate method) is 40,114 sq. ft. = 0.921 acres.
4. Survey references as shown.
5. Lot does lie within a FEMA identified 1% annual chance flood hazard area. Ref: FIRM 37203013 dated 06/02/06. Zone VE, base flood 14'.
6. Tie to NC Grid Coordinate System taken from Map Cabinet 21 page 45.

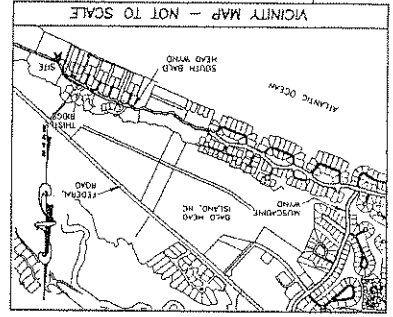
THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR LAND DEVELOPMENT REGULATIONS.



I, Walter B. Cavado, certify that this plot was drawn under my supervision from an actual survey made under my supervision from information found in the Brunswick Co. Registry, as noted herein; that the error of closure as calculated by latitudes and departures and that this map was prepared in accordance with G.S. 47-30 as amended; with the exception of sec. (a), which pertains to map size for record—  
 2008.  
 Witness my hand and seal this 21st day of May, 2008.



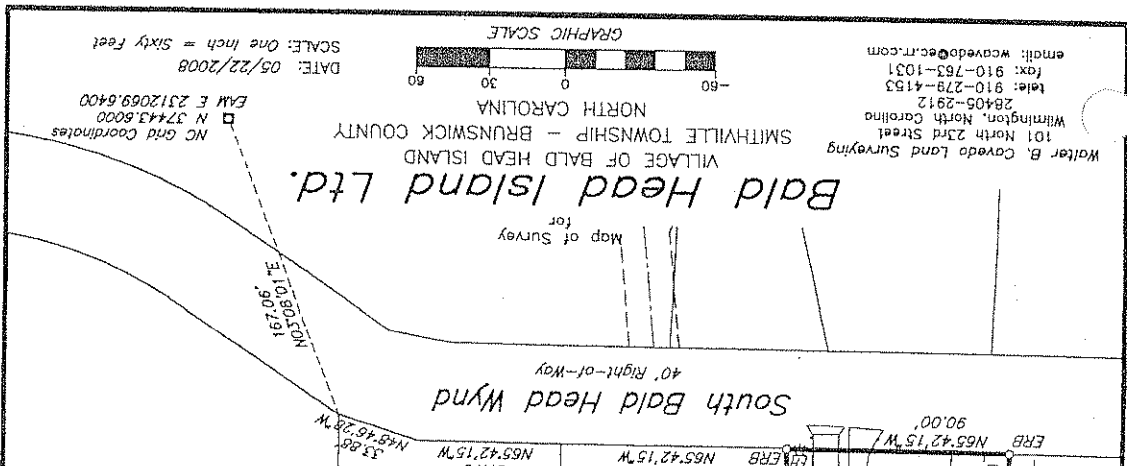
Walter B. Cavado  
 Professional Land Surveyor  
 N.C. Registration No. L-4098



Notes:  
 1. No encroachments found.  
 2. Corners marked as noted. EMB is existing iron rebar found. EMB is existing aluminum monument found.  
 3. Lot area (by coordinate method) is 40,114 sq. ft. = 0.921 acres.  
 4. Survey references as shown.  
 5. Lot does lie within a FEMA identified 1% annual chance flood hazard area. Ref: FIRM 37203013 dated 06/02/06. Zone VE, base flood 14'.  
 6. Tie to NC Grid Coordinate System taken from Map Cabinet 21 page 45.

THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR LAND DEVELOPMENT REGULATIONS.

- Legend
- Air Conditioning Unit
  - Light Bollard
  - Transformer Box-Electric
  - Overhanging Eaves
  - ⊕ Centerline
  - ⊕ Fire Hydrant





4 Presents Bald Head Island LLC  
Total 23 Rec Int 24  
Ck \$ 23 Ck \$ 2127 Cash \$  
Refund: Cash \$ Finance  
☐ Portions of document are illegible due to condition of original.  
☐ Document contains seals verified by original instrument that cannot be reproduced or copied.

FOURTH ADDENDUM TO AMENDMENT  
TO PROTECTIVE COVENANTS  
BALD HEAD ISLAND STAGE TWO - LOGGERHEAD BEACH

THIS FOURTH ADDENDUM TO AMENDMENT TO PROTECTIVE COVENANTS, BALD HEAD ISLAND STAGE TWO, LOGGERHEAD BEACH, is made as of the 4<sup>th</sup> day of ~~January~~, 2009, as follows:  
MAY,

WHEREAS, Bald Head Island Limited, LLC, a Texas limited liability company, is the developer of that certain real estate known as Loggerhead Beach, located in the Village of Bald Head Island, Brunswick County, North Carolina, and is the sole owner of Lot 2076, Loggerhead Beach, as the same is shown on a plat of survey recorded in Map Book 21, Page 45 of the Brunswick County Registry; and

WHEREAS, Bruce Rollen Mortimer and Karen Kline Mortimer, husband and wife, are the sole owners of Lot 2074, Loggerhead Beach, Bald Head Island, Brunswick County, North Carolina, as said Lot is shown on the above-referenced plat of survey; and

WHEREAS, Bald Head Island Limited, LLC, as Declarant, has heretofore caused to be recorded in the records of the Brunswick County Registry in Book 1287 at Page 1040, an Amendment to Protective Covenants for Bald Head Island Stage Two, Loggerhead Beach, and has subsequently recorded in said Registry in Book 1301 at Page 151, in Book 1307, at Page 1069, in Book 1414, Page 277, and in Book 2801, Page 217, respectively, an Addendum, a Revised Addendum, a Second Addendum and a Third Addendum to said Amendment to Protective Covenants; and

WHEREAS, the Architectural Control Committee having jurisdiction of Loggerhead Beach Lots 2074 and 2076 did approve, pursuant to paragraph 4 of the aforesaid Amendment to Protective Covenants, the construction of a wooden walkway for beach access running over and across said Lot 2074 at a location outside of the shared "twenty (20)" foot beach easement for Lots 2074 and 2076" shown on the above-referenced plat of survey; and,

WHEREAS, Article 14 of the Protective Covenants for Bald Head Island Stage Two, recorded in the Brunswick County Registry in Book 1045 at Page 676, reserves to Declarant the right to amend the said Protective Covenants for the purpose of "adding or deleting any incidental provisions deemed in the sole discretion of Declarant to be in the best interest of Declarant" without the consent, joinder or approval of any other owner; and,



WHEREAS, Declarant deems it to be in the best interest of Declarant to amend the aforesaid Protective Covenants to revoke, eliminate and extinguish the shared beach access easement burdening Loggerhead Beach Lots 2074 and 2076 as described in paragraph 6 (n) of the aforesaid Amendment to Protective Covenants and as shown on the recorded plat of Loggerhead Beach, for the mutual benefit of said Lots 2074 and 2076; and,

WHEREAS, Bruce Rollen Mortimer and Karen Kline Mortimer, husband and wife, the sole owners of Loggerhead Beach Lot 2074, and their lender, Susquehanna Bank, are in agreement with and have consented to such amendment, as evidenced by their signatures hereon;

NOW, THEREFORE, Bald Head Island Limited, LLC, Declarant and sole owner of Lot 2076, Loggerhead Beach, Stage Two, Bald Head Island, Brunswick County, North Carolina, as the same is shown and described on the plat of survey recorded in Map Book 21, Page 45, Brunswick County Registry, hereby declares that, in accordance with Article 14 of the Protective Covenants for Bald Head Island Stage Two, recorded in Book 1045, Page 676 of said Registry, and with the Joinder and Consent of Bruce Rollen Mortimer and Karen Kline Mortimer, husband and wife, the sole owners of the aforesaid Lot 2074, Loggerhead Beach, and their lender, Susquehanna Bank, the Amendment To Protective Covenants, Bald Head Island Stage Two, Loggerhead Beach, recorded in Book 1287, Page 1040 of the Brunswick County Registry, is further amended by the revision of subparagraph (n) of paragraph 6 thereof as follows, to wit:

**Notwithstanding any contrary provisions contained in the aforesaid Plat, the Protective Covenants, or any amendments or addenda thereto, the twenty (20') foot beach access easement for Loggerhead Beach Lots 2074 and 2076, depicted on the Plat as lying upon and over the east ten (10') feet of said Lot 2074 and the west ten (10') feet of said Lot 2076, and running 246.95 feet along and ten (10') feet on either side of the boundary of said Lots from the rear building set back line south toward the Atlantic Ocean, is hereby revoked, eliminated and extinguished, and said Lots are hereby declared free of the burden of said easement and of any obligations related thereto. The declarations contained herein shall run with said Lots 2074 and 2076, Loggerhead Beach, and shall be binding on all owners thereof and all persons claiming under them.**

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed by its authorized representative, this the 4<sup>th</sup> day of ~~January~~ MAY, 2009.

BALD HEAD ISLAND LIMITED, LLC  
a Texas limited liability company

By: M. Kent Mitchell (SEAL)  
M. Kent Mitchell  
Manager and President



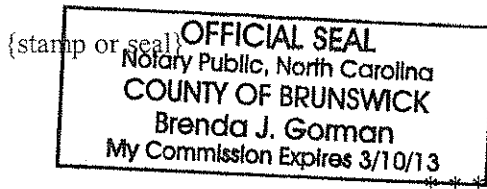


B2922 P0564 05-06-2009  
08:33:32.000  
Brenda M. Clemmons  
Brunswick County, NC Register of Deeds page 3 of 4

STATE OF NORTH CAROLINA  
BRUNSWICK COUNTY

I, Brenda J. Gorman, a Notary Public for said County and State, do hereby certify that M. Kent Mitchell, Manager and President for Bald Head Island Limited, LLC, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing instrument for and on behalf of the said Bald Head Island Limited, LLC.

WITNESS my hand and official seal, this the 4<sup>th</sup> day of May, 2009.



Brenda J. Gorman  
Notary Public  
My commission expires: 3/10/13

JOINDER AND CONSENT  
BY PROPERTY OWNERS AND LENDER

The undersigned Bruce Rollen Mortimer and Karen Kline Mortimer, husband and wife, being the sole owners of the real property and premises known as Lot 2074, Loggerhead Beach, Bald Head Island Stage Two, Bald Head Island, North Carolina, as the same is shown on a plat thereof duly recorded in Map Cabinet 21, Instrument 45, pursuant to General Warranty Deed recorded in Deed Book 2674, Page 617, Brunswick County Registry, hereby acknowledge that they have reviewed the above Fourth Addendum to Amendment to Protective Covenants for Bald Head Island Stage Two, Loggerhead Beach, providing for the extinguishment of the easement running across the east ten (10') feet of said Lot 2074 and the west ten (10') feet of Lot 2076, and by their signatures hereon, join in and consent to the contents of said Fourth Addendum, for themselves and their successors and assigns.

Bruce Rollen Mortimer (SEAL)  
Bruce Rollen Mortimer

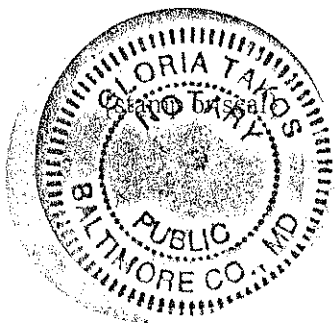
Karen Kline Mortimer (SEAL)  
Karen Kline Mortimer

STATE OF MARYLAND  
COUNTY OF BALTIMORE

I, GLORIA TAKAS, a Notary Public of and for the County and State aforesaid, do hereby certify that Bruce Rollen Mortimer and Karen Kline Mortimer, husband and wife, personally appeared before me this day and acknowledged the execution of the foregoing instrument.



Witness my hand and official stamp or seal, this 27th day of April, 2009.



Gloria Takos  
 Notary Public  
 My Commission expires: Baltimore County, Maryland  
 My Commission Expires 07/13/12

\*\*\*\*\*

Susquehanna Bank, a banking Institution having an interest in the aforesaid Loggerhead Beach Lot 2074 as the beneficiary under that certain Deed of Trust dated the 13<sup>th</sup> day of September, 2007, recorded in Deed Book 2674, Page 628 of the Register of Deeds for Brunswick County, North Carolina, hereby joins in and consents to the above Fourth Addendum To Amendment To Protective Covenants For Bald Head Island Stage Two, Loggerhead Beach, and to the extinguishment of the shared twenty (20') foot beach access easement on Loggerhead Beach Lots 2074 and 2076 as the same is depicted on the plat of survey recorded in Map Cabinet 21, Instrument 45 of the aforesaid Registry.

SUSQUEHANNA BANK

ATTEST:

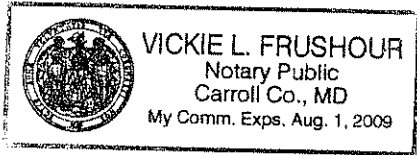
By: [Signature] (SEAL)  
 Its SVP President

[Signature]  
 Vice President/Secretary

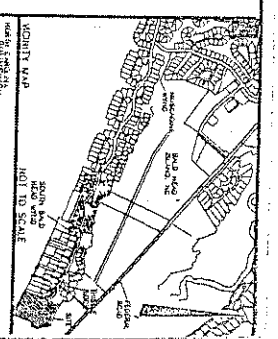
STATE OF MD  
Baltimore COUNTY

I, Vickie L. Frushour, a Notary Public for said County and State, do hereby certify that Michael Greg Rast personally appeared before me this day and acknowledged that s/he is SVP Secretary of Susquehanna Bank, and that by authority duly given and as the act of Susquehanna Bank, the foregoing instrument was signed in its name by its SVP President, sealed with its corporate seal and attested by him/her as its SVP Secretary.

WITNESS my hand and official seal, this the 22 day of April, 2009.



Vickie L. Frushour  
 Notary Public  
 My commission expires: 8/1/09

[illegible]

