

STATE OF NORTH CAROLINA

FILED FOR REGISTRATION  
BOOK 1127 PAGE 1033

COUNTY OF BRUNSWICK

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ROBERT J. TILSON  
REGISTER OF DEEDS  
BRUNSWICK COUNTY, N.C.**AMENDED PROTECTIVE COVENANTS**  
**BALD HEAD ISLAND STAGE TWO**  
**BRAEMAR EXTENSION**

This Amendment to the Protective Covenants, Bald Head Island Stage Two, Braemar Extension ("Braemar Extension Amendment") is made by Bald Head Island Limited this 15<sup>th</sup> day of October, 1996.

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**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 the 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 Braemar Extension 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 2068, 2070 and 2072) as shown on that plat recorded in Map Cabinet 18, Instrument 86, 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 Braemar Extension Amendment.

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RET: Liz Cantrell  
TOTAL 14.00 REV 26457  
TC# 38 REC# 0537  
CK AMT 16.00 REF  
CASH 32  
BY 32

2. DUES. The owner of each of the Lots shall begin paying dues to the Association as of January 1, 1997.
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. There shall be no setbacks, other than those imposed by the Village of Bald Head or other governmental authority, except that all construction of every Living Unit must be within the designated building pad as shown on the Plat, subject to approvals, rules and regulations 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 precedent over any presumed setbacks as set out in Paragraph 8 of the Protective Covenants.
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 2,000 square feet.
  - (b) 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

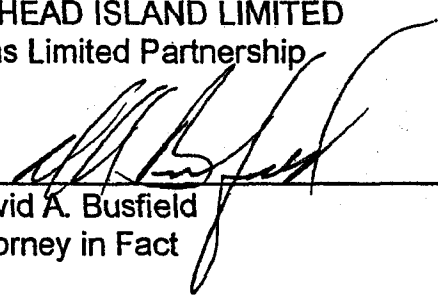
allowed, provided they are attended as required by the Ordinances of the Village of Bald Head.

- (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 shall be 5,000 square feet per Lot. 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 of this Braemar Extension Amendment is intended to ensure continued compliance with storm water runoff regulations adopted by the State of North Carolina, and therefore this Covenant 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) The owner of each of the three (3) Lots as shown on the Plat shall be deeded a one-third undivided interest in that tract of land located immediately north of Lot 2070, and upon which is located the entrance drive which shall provide access to all of the Lots. All of said owners shall maintain such area, and the driveway and other improvements thereon, in a good, sightly and functional condition, with costs thereof, if any, being paid by said owners in proportion to their undivided interest in such property. Failure to do so shall permit the Association to take action and collect money as allowed in Paragraph 6 of the Protective Covenants.
- (g) Access to and from South Bald Head Wynd is limited to the area owned in undivided interest as set out hereinbefore, and as shown on the Plat. Owners of Lots are prohibited from establishing driveways, walkways or entrances of any kind along South Bald Head Wynd.
- (h) Subject to the approval of the Committee and procurement of any required permit, the owner of each Lot shall be entitled to construct a beach access walkway or other similar or related structure.

- (i) The easternmost twenty feet of Lot 2072 which area is shown on the Plat, is hereby designated as a buffer and shall remain in its natural state.
  - (j) Declarant warrants and represents that, at time of recordation of this Braemar Extension Amendment, oceanfront setbacks as established by the State of North Carolina are consistent with the allowance of construction within the building pads as shown on the Plat. Should, by act of God or change in regulation, such setbacks be increased over time, the Committee shall have the right to allow, if and only if necessary to allow construction of a normal residential Living Unit on a Lot, said construction to extend in a southerly direction beyond the building pad as shown on the Plat.
  - (k) Yards shall be maintained with natural vegetation. No grasses or ornamental vegetation shall be permitted.
7. 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 shall be a member of the Association, and shall be required to pay dues thereto as set out in the Protective Covenants.
  8. DEFINITIONS. All capitalized terms set out within this Braemar Extension Amendment shall have the meaning specified herein, and if not so specified, the definition as contained in the Protective Covenants shall be applicable.
  9. INCORPORATION BY REFERENCE. Except as specifically amended by a provision contained within this Braemar Extension Amendment, all the terms, provisions and conditions of the Protective Covenants are made fully applicable to the property described in Paragraph 1 hereinbefore.

This Braemar Extension 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:  (SEAL)  
David A. Busfield  
Attorney in Fact

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

I, Elizabeth T. Cantrell, a Notary Public for said County and State, do hereby certify that David A. Busfield, 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 1021 at Page 1089, 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 David A. Busfield 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 1st day of October, 1996.

*Elizabeth T. Cantrell*  
Notary Public

My Commission expires: 12/11/96.

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STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of Elizabeth T. Cantrell

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

This Instrument was filed for Registration on this 27 Day of January, 1997  
in the Book and Page shown on the First Page hereof.

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

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

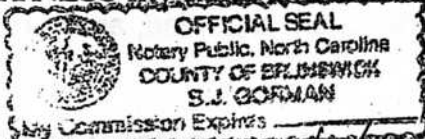
By: [Signature] (SEAL)  
Kenneth M. Kirkman  
Attorney in Fact

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

I, B.J. Gorman, a Notary Public for said County and State, do hereby certify that 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 an in behalf of the said Bald Head Island Limited.

WITNESS my hand and official seal, this the 13<sup>th</sup> day of October, 1998.



My Commission expires: 03/10/03

B.J. Gorman  
Notary Public

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