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BK 1116 PG 0689

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

FILED FOR RECORDATION
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WALTER J. HANCOCK
REGISTER OF DEEDS

**AMENDMENT AND ANNEXATION TO
PROTECTIVE COVENANTS
BALD HEAD ISLAND STAGE TWO
BRAEMAR HIGHLANDS.**

Liz Cantrell
\$18.00
16883
0501

This Amendment and Annexation to Protective Covenants, (Bald Head Island Stage Two, Braemar Highlands ("Braemar Highlands Amendment")) is made by Bald Head Island Limited this 11 day of November, 1996.

RECITALS:

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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 Highlands 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:

- ADDITIONAL PROPERTIES.** The provisions of the Protective Covenants shall apply fully to all of the property (including Lots 2550, 2552, 2554, 2556, 2558, 2560, 2562, 2564, 2570, 2572, 2574, 2576 and 2578) as shown on that plat recorded in Map Cabinet 19, Instruments 8548 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 Highlands Amendment.

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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

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allowed, provided they are amended 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) 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 of this Braemar Highlands 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 Lot shall be responsible for the maintenance and upkeep of any driveway or access located on said owner's Lot, as well as any driveway or access located on property owned by the Association but providing access solely to said owner's Lot. All other access and driveways, whether private or whether intended to be dedicated for public use, but prior to dedication, shall be maintained by the Association in good condition, and shall be Common Property. However, all costs of such maintenance shall be considered Supplemental Dues as the same are described in Paragraph 6 of the Protective Covenants, with the cost thereof being allocated equally among the owner of each Lot receiving primary access by utilization of such access or driveway, as reasonably determined by the Association. Notwithstanding this provision, the owner of any Lot causing damage to any roadway or driveway by virtue of unusual or excessive vehicular activity, such as home construction or furniture relocation, shall be solely responsible for the cost of such repair. To the extent that any owner of any Lot does not cause repairs to be made as required, the Association shall have all rights and remedies as specified the Protective Covenants, including, without limitation,

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those specifically set out in Paragraph 6 as relates to Supplemental Dues.

- (g) Building pads denoted in 2558 and 2558C shall, for all purposes, be considered building pads on a single residential Lot, and the only construction allowed within building pad 2558C shall be a crofter's cottage, ancillary structure or annex built in accordance with the Architectural Guidelines of the Committee.

- (h) Neither the Association nor the owner of any Lot shall be allowed to construct any vehicular drives or accesses extending from South Bald Head Wynd across Common Property.

- (i) 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. The properties denoted "Association" on the Plat shall be deeded to the Association by Limited Warranty Deed no later than December 31, 1999, and said deed shall prohibit nonutility structures or improvements on all portions of said property other than Watch Hill. Construction on Watch Hill shall be limited to walkways, decks, gazebos and other similar community structures.

8. **DEFINITIONS.** All capitalized terms set out within this Braemar Highlands Amendment shall have the meaning specified herein, and if no 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 Highlands Amendment, all the terms, provisions and conditions of the Protective Covenants are made fully applicable to the property described in Paragraph 1 hereinbefore.

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This Braemar Highlands 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)
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 ^{November} 17th day of ~~October~~, 1996.



[Signature]
Notary Public

My Commission expires: 12/1/1996.

FLORMPCNoh.WPD

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 17th Day of November, 1996,
in the Book and Page shown on the First Page hereof.

[Signature]
ROBERT T. ROBINSON, Register of Deeds

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EXHIBIT "A"

Impervious Surface Limitations

The following impervious surface limitations shall be applicable to Lots within Braemar Highlands.

Lot	Maximum Impervious Coverage
2550	3,400 S.F.
2552	3,400 S.F.
2554	3,400 S.F.
2556	3,400 S.F.
2558 (including 2558C)	3,650 S.F.
2560	4,100 S.F.
2562	6,000 S.F.
2564	4,100 S.F.
2570	4,100 S.F.
2572	6,250 S.F.
2574	4,100 S.F.
2576	3,400 S.F.
2578	5,000 S.F.

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