

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

FILED TO REGISTER
BOOK 1062 PAGE 114

95 NOV 16 PM 4:00

ROBERT J. RICHMOND
REGISTER OF DEEDS
BRUNSWICK COUNTY, N.C.

AMENDED DECLARATION OF PROTECTIVE COVENANTS AND ANNEXATION
CEDAR COURT

THIS AMENDED DECLARATION OF PROTECTIVE COVENANTS AND ANNEXATION is dated for purposes of reference only this 8th day of November, 1995, by Bald Head Island Limited, a Texas limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the developer of the property generally referred to as Bald Head Island; and

WHEREAS, within the development generally known as Bald Head Island, Declarant has subdivided certain properties for purposes of sale and other utilization; and

WHEREAS, one of the subdivisions on Bald Head Island is referred to as Cedar Court, which subdivision consists of seventeen (17) single family residential lots; and

WHEREAS, by Declaration of Annexation recorded in Book 1002, Page 1012, et seq., as amended in Book 1019, Page 809, Brunswick County Registry, Declarant did provisionally annex the properties within Cedar Court to the terms, provisions and conditions of the Amended and Restated Declaration of Covenants and Restrictions for Bald Head Island recorded in Book 498, Page 260, et seq., Brunswick County Registry ("Original Covenants"); and

WHEREAS, Cedar Court is within an area of Bald Head Island generally referred to as Stage Two; and

WHEREAS, Declarant has caused to be recorded Protective Covenants for Bald Head Island Stage Two, which Protective Covenants are recorded in Book 1045, Page 676, et seq., Brunswick County Registry ("Stage Two Covenants"); and

WHEREAS, Declarant wishes to subject the property known as Cedar Court to the terms, provisions and conditions of the Stage Two Protective Covenants, and to otherwise amend, clarify and restate the Declaration of Annexation, recorded in Book 1002, Page 1012, et seq., Brunswick County Registry.

REI. E. Cantrell
TOTAL 14.00
TC # 38 # 17122
CK # 363
CASH

NOW, THEREFORE, under authority reserved to Declarant in accordance with the Declaration of Annexation and the Stage Two Covenants, as above referenced, Declarant hereby submits and subjects the properties described hereinafter to the terms, provisions and conditions contained herein:

1. ANNEXATION. Effective at 11:59 p.m. on December 31, 1995, all that certain tract or parcel of land known as Cedar Court lying to the east of Muscadine Wynd and containing 4.88 acres, more or less, consisting of seventeen (17) lots even-numbered 2 through 34, and being more particularly shown and described on that certain plat of survey entitled "The Cedar Court at Muscadine Woods," prepared by Thomas W. Morgan, R.L.S., Brunswick Surveying, and recorded in Map Cabinet Z, Page 44, of the Brunswick County Registry, (the "Plat"), which property is herein referred to "Cedar Court," is and shall be made fully subject to the terms, provisions and conditions of the Stage Two Covenants, and such property shall be bound by all restrictions contained therein, except as specifically modified herein.

2. WITHDRAWAL. Declarant hereby withdraws all of the property within Cedar Court from the encumbrances of the Amended and Restated Declaration of Covenants and Restrictions for Bald Head Island recorded in Book 498, Page 260, et seq., Brunswick County Registry, which withdrawal shall be effective at 11:59 PM, December 31, 1995.

3. UTILIZATION. Each numbered residential Lot within Cedar Court shall be used for single family residential purposes only, as set out in Paragraph 3 of the Stage Two Covenants, subject to the rights of Declarant as reserved in the Stage Two Covenants.

Notwithstanding this restriction, Declarant reserves the right to utilize any home constructed within Cedar Court for the purposes of a sales model, and all purposes reasonably related thereto.

4. BUILDING AND SITE RESTRICTIONS - Cedar Court. All Lots within Cedar Court 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.
- (b) 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.
- (c) No animals, livestock or poultry of any kind shall be kept or maintained on any Lot except that no more than two (2) dogs or cats are allowed, and provided they are attended as required by the ordinances of the Village of Bald Head.
- (d) In order to comply with the North Carolina Coastal Stormwater Regulations enacted by the Department of Environmental Management of the State of North Carolina, each Lot shall contain a maximum of 4,000 square feet covered by impervious surfaces (as defined by the Department of Environmental

Management). 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 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.

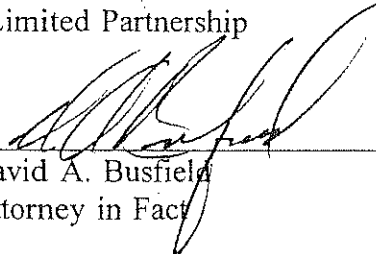
5. COMMON PROPERTIES. All property within Cedar Court not included within a numbered residential subdivision Lot shall be considered Common Property. Within twelve months following conveyance by Declarant to a third party of all Lots within Cedar Court, Declarant shall convey all Common Property either to the Village of Bald Head, to the Bald Head Island Nature Conservancy, or to the Bald Head Island Stage Two Association, Inc. To the extent that the areas within Cedar Court are not numbered residential Lots, the following use restrictions shall be applicable upon conveyance of such areas:

- (a) As to median area encircled by Cedar Court, the area may be improved by construction of walkways, gazebos, decks, or other such amenities; however, if any such improvements are constructed, they shall be for the sole use of the owners of Lots within Cedar Court and all costs of construction and maintenance thereof shall be funded by the assessment of Supplement Dues by the Association as provided for by the Stage Two Covenants.
- (b) The 20-foot buffer area adjacent to Muscadine Wynd shall either be maintained in its natural state or may be landscaped and may be utilized as part of a system of pedestrian nature trails or bike paths.
- (c) As to the pedestrian right of way lying between Lot 24 and Lot 26, the well access right of way between Lot 14 and Lot 16, and the .89 acre parcel of land on the north side of Cedar Court, no structures or improvements, other than walkways, shall be allowed and any such walkways, if constructed, shall be maintained by the owners thereof.

6. BINDING EFFECT. The terms, provisions and conditions contained herein shall be binding on each and every owner of every numbered residential Lot within Cedar Court, and their heirs, successors and assigns as to ownership of said Lot. The provisions, conditions and terms contained herein are for the benefit of each and every Lot within Cedar Court, and are further for the use and benefit of all of the owners of properties within Bald Head Island Stage Two. Any of such parties, including the Association and the Declarant, shall have full right and authority to enforce by legal or equitable means any of the provisions contained herein. Upon the effective date hereof, the Declaration of Annexation shall be of no further force and effect, and all provisions of the State Two Covenants, except as specifically modified herein, shall encumber Cedar Court.

7. DEFINITIONS. Defined words or phrases, denoted by capitalization of the initial letter of such words or phrases, shall have the meaning set out in the Stage II Covenants, unless otherwise defined herein.

BALD HEAD ISLAND LIMITED,
a Texas Limited Partnership

By:  (SEAL)
David A. Busfield
Attorney in Fact

STATE OF NORTH CAROLINA

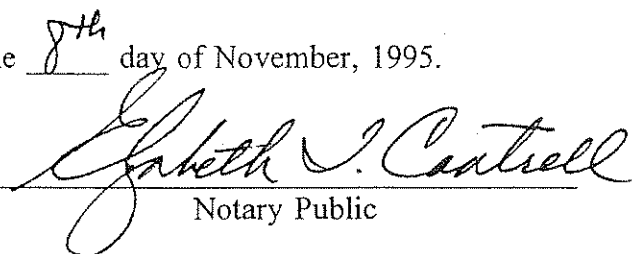
COUNTY OF BRUNSWICK

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 David A. Busfield 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 8th day of November, 1995.




Notary Public

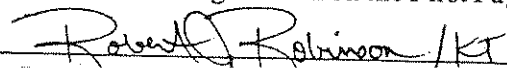
My commission expires: December 11, 1996

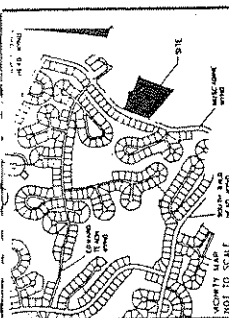
STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

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 the Day and Hour in the Book and Page shown on the First Page hereof.

 /KT



NOTE: THE CEDAR COURT AT MUSCASHOE WOODS DOES NOT APPEAR TO BE IN A FLOOD HAZARD ZONE.

OWNER: BALD HEAD ISLAND, LIMITED

THE CEDAR COURT AT MUSCASHOE WOODS DOES NOT APPEAR TO BE IN A FLOOD HAZARD ZONE.

OWNER: BALD HEAD ISLAND, LIMITED

LEGEND:

- EXISTING IRON PIPE (FOUND)
- NEW AC-STAR (SET)
- NEW CONCRETE MONUMENT (SET)
- NEW CONCRETE MONUMENT (SET)

NOTES:

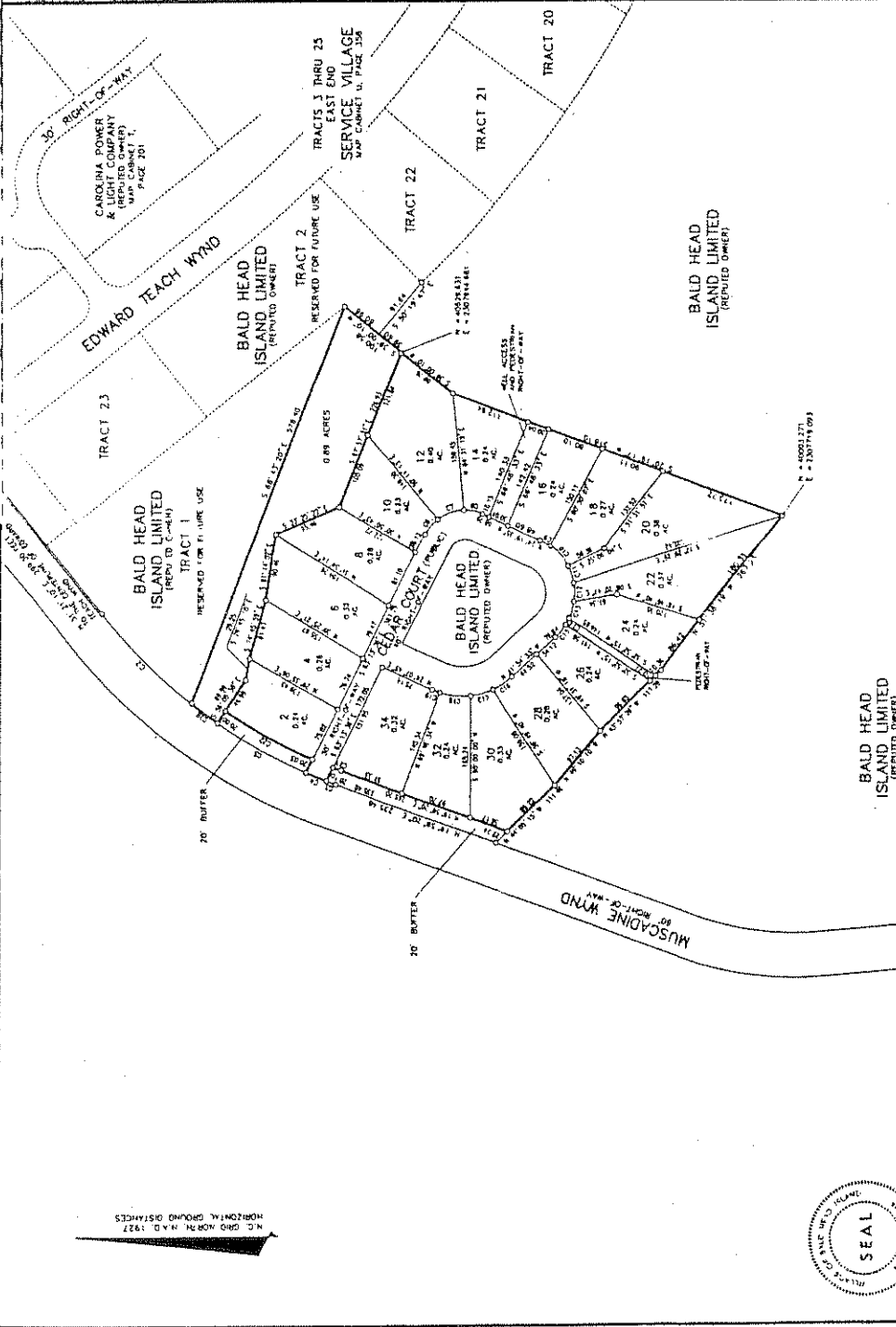
- THE CEDAR COURT AT MUSCASHOE WOODS DOES NOT APPEAR TO BE IN A FLOOD HAZARD ZONE.

Professional Seal of Surveyor

THE CEDAR COURT AT MUSCASHOE WOODS
BALD HEAD ISLAND, N.C.

BRUNSWICK SURVEYING, INC.
Thomas M. Morgan
1027 Seaboard Home Bldg., 3rd Floor
North Carolina and South Carolina
Survey, North Carolina 28402 (910) 847-9392

REVISION	DATE	BY
REVISED 12-31-93		
REVISED 1-23-94		
SCALE	1" = 100'	
TOWNSHIP	SEMPHULE	FIELD BOOK
COUNTY	BRUNSWICK	FILE
STATE	NORTH CAROLINA	JOB NO.
		93-219



Received 10-5-94
Map Sheet Z-79-44

LOT	ACRES	AREA	PERCENT	CHORD BEG.	CHORD END
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2	1.45	10,145	10.145	91.75	20.33
3	1.45	10,145	10.145	91.75	20.33
4	1.45	10,145	10.145	91.75	20.33
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96	1.45	10,145	10.145	91.75	20.33
97	1.45	10,145	10.145	91.75	20.33
98	1.45	10,145	10.145	91.75	20.33
99	1.45	10,145	10.145	91.75	20.33
100	1.45	10,145	10.145	91.75	20.33

BALD HEAD ISLAND LIMITED (REPUTED OWNER)

THOMAS M. MORGAN, S.L.S. NO. 2738, CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE RECORD OF DEEDS FOR BALD HEAD ISLAND LIMITED, N.C. THAT PRELATES PARCELS OF LAND

N.C. GRID NORTH N.A.D. 1983
HORIZONTAL GROUND DISTANCES
NOT TO SCALE

THE STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

THOMAS M. MORGAN, S.L.S. NO. 2738
REGISTERED SURVEYOR

SEAL

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THE LAND SHOWN ON THIS PLAT IS WITHIN THE SUBDIVISION DESCRIBED IN THE RECORD OF DEEDS FOR BALD HEAD ISLAND LIMITED, N.C. THAT PRELATES PARCELS OF LAND

THOMAS M. MORGAN, S.L.S. NO. 2738, CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE RECORD OF DEEDS FOR BALD HEAD ISLAND LIMITED, N.C. THAT PRELATES PARCELS OF LAND

