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smith

Presenter Ward Ret: maic

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CRS 26 CK # 1936 Cash \$

Refund: _____ Cash \$ _____ Finance _____

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STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

AMENDMENT TO PROTECTIVE COVENANTS OF BALD HEAD ISLAND STAGE TWO

THIS AMENDMENT TO PROTECTIVE COVENANTS OF BALD HEAD ISLAND STAGE TWO ("Amendment") is made and entered into this the 21st day of September, 2015 by BALD HEAD ISLAND STAGE TWO ASSOCIATION, INC., a North Carolina non-profit corporation (the "Association").

RECITALS:

A. Bald Head Island Limited, LLC, a Texas limited liability company f/k/a Bald Head Island Limited, a Texas limited partnership, caused to be recorded those certain Protective Covenants Bald Head Island Stage Two in Book 1045, at Page 676 in the office of the Register of Deeds of Brunswick County (as amended and supplemented, the "Protective Covenants"). The capitalized terms set forth in this Amendment shall have the same meanings as set forth in the Protective Covenants unless otherwise defined or the context shall otherwise prohibit.

B. Pursuant to Article 9 of the Protective Covenants, the Association may amend the Protective Covenants with the approval of at least sixty percent (60%) of those membership votes in attendance either in person or by proxy at a meeting duly called for such purpose.

C. The Association has obtained the approval of at least sixty percent (60%) of those membership votes in attendance either in person or by proxy at a meeting duly called for the purpose of amending the Protective Covenants as set forth herein.

Prepared by Ward and Smith, P.A., 127 Racine Drive, Post Office Box 7068, Wilmington, NC 28406-7068
Please return to Ward and Smith, P.A., 127 Racine Drive, Post Office Box 7068, Wilmington, NC 28406-7068
Attention: Justin M. Lewis

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NOW, THEREFORE, pursuant to the authority above recited, the Association hereby amends the Protective Covenants as follows:

1. Article 2 of the Protective Covenants is amended by adding the following paragraph at the end of the Article:

The Association may annex and subject any property on Bald Head Island to the provisions of these Protective Covenants with the consent of the owner of such property (and any mortgagee or holder of a deed of trust on such property) and the affirmative vote of a majority of the members of the Board of Directors of the Association then holding office. Such annexation shall be accomplished by recording a supplemental Declaration in the office of the Register of Deeds of Brunswick County describing the property to be annexed and specifically subjecting it to the terms of the Protective Covenants and the jurisdiction of the Association. Any such supplemental Declaration shall be signed by the President of the Association and the owner of the annexed property (and the mortgagee or holder of a deed of trust on the annexed property, if any). Any such annexation shall be effective upon recording the supplemental Declaration in the office of the Register of Deeds of Brunswick County unless otherwise provided therein. Any property annexed into Stage Two and made subject to the Protective Covenants shall be subject to all the terms and conditions of the Protective Covenants, and the owner of such annexed property shall be a member of the Association.

2. The Protective Covenants are amended by adding the following Article after Article 30:

31. MAINTENANCE. The Association shall be responsible for the Upkeep ("Upkeep" shall mean care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement, and reconstruction) of the Common Properties and any other property which the Board may decide to maintain if the Board determines that such maintenance is necessary or desirable to maintain the Community Wide Standard and if otherwise permitted by applicable law. The "Community Wide Standard" is the standard of conduct, Upkeep, or other activity generally prevailing throughout the Stage Two Properties. The Community Wide Standard shall be established by the Board of Directors. The Community Wide Standard may contain both objective and subjective elements and may evolve and change as determined by the Board of Directors. Except as otherwise specifically provided herein, all costs for Upkeep of the Common Properties shall be a

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common expense allocated among all Lots as part of the assessments collected by the Association without prejudice to the right of the Association to seek reimbursement from the persons responsible for such work pursuant to the Protective Covenants or agreements with such persons.

Each Lot owner shall provide for the Upkeep of his or her Lot and all improvements located thereon including the Living Unit, parking areas, landscaping, and any other improvements upon the Lot in a manner consistent with the Community Wide Standard and all applicable covenants unless such responsibility for Upkeep is otherwise assumed by or assigned to the Association. In addition to any other enforcement rights, if a Lot owner fails properly to perform his Upkeep responsibility, the Association may enter the owner's Lot and perform such work for Upkeep and assess all costs incurred by the Association against the Lot owner in accordance with Article 6 herein.

The Association shall afford the Lot owner reasonable notice and opportunity to cure the problem prior to entry except when entry is required due to an emergency situation. Such Upkeep which may be performed by the Association if the Lot owner fails to perform such Upkeep may include without limitation, the removal of trash, pruning of shrubbery, weeding, performing items of erosion control, and removing unsightly structures and objects. The reasonable costs incurred by the Association in rendering all such services plus a service charge of fifteen percent (15%) will be added to and become a special assessment to which such Lot is subject and shall be a lien against the Lot and may be enforced as set forth in Article 6 herein.

3. Except as expressly provided in the paragraphs above, the terms and provisions of the Protective Covenants shall continue in full force and effect and in accordance with the terms of the same as modified hereby.

[Signature to Follow]

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IN TESTIMONY WHEREOF, the Association, acting pursuant to the authority above recited, has caused this Amendment to be executed under seal and in such form as to be legally binding effective the day and year upon recording of this Amendment in the office of the Register of Deeds of Brunswick County, North Carolina.

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BALD HEAD ISLAND STAGE TWO ASSOCIATION, INC.

By: Patricia K. Barnard (SEAL)
BHI Stage Two Association President
Patricia K. Barnard

STATE OF North Carolina
COUNTY OF Brunswick

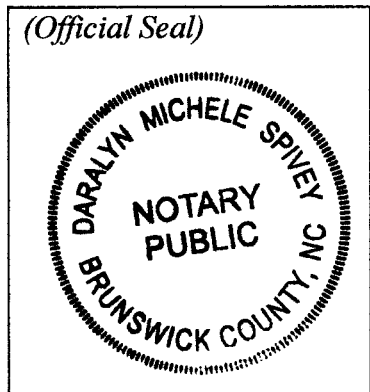
I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Patricia K. Barnard

Date: 9-21-2015

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Daralyn Michele Spivey
Signature of Notary Public

Daralyn Michele Spivey, Notary Public
Printed or typed name
My commission expires: 12-16-17



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Notary seal or stamp must appear within this box.

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