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2008

ADDENDUM TO AMENDMENT AND ANNEXATION
TO PROTECTIVE COVENANTS
BALD HEAD ISLAND STAGE TWO
ECO-A-PRIME PHASE 2, CAPE FEAR STATION

THIS ADDENDUM TO AMENDMENT AND ANNEXATION TO PROTECTIVE COVENANTS, BALD HEAD ISLAND STAGE TWO, ECO-A-PRIME PHASE 2, CAPE FEAR STATION, is made as of the 30th day of September, 2008, as follows:

WHEREAS, Bald Head Island Limited, LLC, a Texas limited liability company and successor to Bald Head Island Limited, is the developer and the sole owner of that certain real property located in the Village of Bald Head Island and known as Eco-A-Prime Phase 2, Cape Fear Station, which includes the following six (6) Lots: 5563, 5565, 5567, 5569, 5571 and 5573, 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 2526, Page 795, an Amendment and Annexation to Protective Covenants for Bald Head Island Stage Two, Eco-A-Prime Phase 2, Cape Fear Station, and has further caused to be recorded in said Registry in Map Cabinet 36, Instrument 319, a Plat of survey which sets out and describes the real property and six Lots subject to said Amendment and Annexation; and,

WHEREAS, the Declarant wishes to amend the aforesaid Amendment and Annexation with respect to responsibility for the maintenance and upkeep of the 20' Private Driveway Easement that runs across a portion of the platted property and provides public road access to the aforesaid Lots;

NOW, THEREFORE, Bald Head Island Limited, LLC, Declarant and sole owner of all of the subject property and Lots, hereby amends the Amendment and Annexation to Protective Covenants for Bald Head Island Stage Two, Eco-A-Prime Phase 2, Cape Fear Station, as follows:

1. Sub-paragraph (e) of Paragraph 7 ("BUILDING AND SITE RESTRICTIONS.") of the aforesaid Amendment and Annexation to Protective Covenants is hereby deleted in its entirety and replaced with the following:

- (e) There is hereby declared and established, as shown on the Plat, a private driveway easement twenty (20') feet in width, running in a semi-circle across a portion of all of the Lots, and intersecting at two places with the public right-of-way known as Chicamacomico Way, for the benefit of



2. Except as specifically amended by this Addendum, all of the terms, provisions and conditions of the Protective Covenants for Bald Head Island Stage Two, and of the Amendment and Annexation to Protective Covenants, Bald Head Island Stage Two, Eco-A-Prime Phase 2, Cape Fear Station, remain in full force and effect and fully applicable to Lots 5563, 5565, 5567, 5569, 5571 and 5573, as the same are shown and described on the Plat for Eco-A-Prime Phase 2, recorded in Map Cabinet 36, Instrument 319, Brunswick County Registry.

This Addendum is executed on behalf of Declarant, as of the day and year first above written, by its duly authorized Manager.

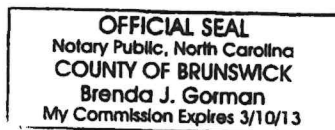
BALD HEAD ISLAND LIMITED, LLC,
a Texas limited liability company

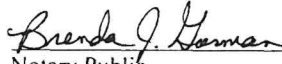
By:  (SEAL)
M. Kent Mitchell, Manager

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 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 30 day of September, 2008.




Notary Public
My commission expires: 3/10/13



RET Jude Ward
8 TOTAL 35 REV TC# 38
REC# CK AMT 152 CK# 2054
CASH REF BY JP

AMENDMENT AND ANNEXATION TO PROTECTIVE COVENANTS
BALD HEAD ISLAND STAGE TWO
ECO-A-PRIME PHASE 2, CAPE FEAR STATION

This Amendment and Annexation to Protective Covenants, Bald Head Island Stage Two, ("Amendment") is made by Bald Head Island Limited this 4th day of DECEMBER, 2006.

RECITALS:

Bald Head Island Limited, LLC, a Texas limited liability company, successor to Bald Head Island Limited, a Texas limited partnership, ("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.

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 Revised Lots 5563, 5565 and 5567, and odd-numbered Lots 5569 through 5573), which is shown on that plat recorded in Map Cabinet 36, Instrument 319, Brunswick County Registry ("Plat"), as the same may be amended from time to time. As used herein, "Lot" shall mean any numbered Lot (or Revised 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 shall be a member of the Association, and shall be required to pay dues thereto as set out in the Protective Covenants. The owner of each of the Lots shall begin paying dues to the Association as of the date of acquisition of title, and as for Lots owned by Declarant or an entity owned or controlled by Declarant, as of January 1, 2007, if not previously conveyed to a third party.
3. SINGLE FAMILY UTILIZATION. Except for such other uses as are hereinafter reserved to Declarant, 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. There shall be no setbacks, other than those imposed by the Village of Bald Head Island or other governmental authority, as set forth on the Plat, or as contained in the Cape Fear Station Design Guidelines ("Guidelines"), except that all construction of every Living Unit is subject to the approval of the Committee, as more fully set out in Paragraph 4 of the Protective Covenants. No construction except improvements allowed in accordance with the ordinances of the Village of Bald Head Island shall be allowed within any setback imposed by the Village of Bald Head Island. The Plat sets forth the following minimum setbacks: on each Lot, a front yard setback of ten (10') feet from the outer edge of the 20' Private Driveway Easement shown on the Plat; a side setback of ten (10') feet on the northeast side of Revised Lot 5563 and on the north side of Lot 5573 where said Lots abut the public right-of-way known as Chicamacomico Way; side setbacks of five (5') feet on the southwest side of Revised Lot 5563, on the south side of Lot 5573, and on both sides of Revised Lots 5565 and 5567 and Lots 5569 and 5571; a rear setback of ten (10') feet on Lot 5573 and a rear setback of five (5') feet on each of the other Lots. The primary Living Unit may not be constructed within any setback, no matter by whom established. Improvements other than the primary Living Unit, if approved by the Committee, may be constructed within setbacks established by Declarant.
5. COMBINATION OF LOTS. Any two or more contiguous Lots shown on the Plat may be combined into a single Lot, and the provisions of Paragraph 12 of the Protective Covenants shall apply thereto. In the event of such a combination of Lots, any easements or set back requirements, whether set forth herein or appearing on the Plat, which are located along or pertain to a Lot line between any two combined Lots, shall, upon such combination of Lots, be extinguished, provided that said easements shall be extinguished only to the extent that they are used to provide services solely to the combined Lots. Notwithstanding anything to the contrary contained herein or in the Design Guidelines, the maximum square footage of heated, enclosed living space for the primary Living Unit on any combination of Lots shall be limited to



seventy-five (75%) percent of the total allowable maximum square footage for heated, enclosed living space for the combined Lots as set forth in the Design Guidelines. The remaining twenty-five (25%) percent of the total allowable maximum square footage for heated, enclosed living space may be utilized in other structure(s) permitted by the Design Guidelines and approved by the Committee for construction on the combined Lots.

6. 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 to the roof ridge. The provisions of Paragraph 19 of the Protective Covenants are specifically incorporated herein by reference.
7. BUILDING AND SITE RESTRICTIONS. All Lots as shown on the Plat shall be subject to the following restrictions:
 - (a) The Declarant has adopted certain Design Guidelines for the Cape Fear Station Development ("Guidelines"), which are incorporated herein by this reference, and which will be applied by the Committee when approval is sought for construction pursuant to the Protective Covenants. All Lots shown on the Plat are subject to both the general Guidelines and the specific Guidelines applicable to the lot types described therein, as the same may be amended from time to time by Declarant or the Association. Declarant reserves the right to change the lot type designation for any Lot prior to the sale of said Lot to a third party, notwithstanding the sale of other Lots which are subject to the Guidelines. For purposes of the Guidelines, all six (6) of the Lots shown on the Plat are designated "Manor (M)", and in accordance with the Guidelines, the minimum square footage of heated, enclosed living space for each approved Living Unit on said Lots shall be 1,600 square feet for each Lot, and the maximum shall be 40% of the total Lot area, but not to exceed 3,500 square feet.
 - (b) Each Lot owner shall keep the grounds on his or her 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 2 dogs or cats are allowed, provided they are attended as required by the ordinances of the Village of Bald Head Island.
 - (d) The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8-980920MOD, as issued by the Division of Water Quality under NCAC 2H.1000. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to

maintain compliance with the stormwater management permit. These covenants (as well as all other provisions of the Protective Covenants) are to run with the land and be binding on all persons and parties claiming under them. Each Lot shall contain a maximum allowable built upon area (BUA) which may be covered by impervious surfaces (as defined by the Department of Environmental Management). The maximum allowable BUA for each of the Lots shown on the Plat, exclusive of the 20' Private Driveway crossing the Lots, is as set forth in Exhibit A, attached hereto and incorporated herein by this reference. These allotted amounts include any BUA 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. BUA 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. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited. Each Lot will maintain a thirty (30') foot wide vegetated buffer between all impervious areas and surface waters, and all roof drains shall terminate at least thirty (30') feet from the mean high water mark of surface waters. This Paragraph 7(d) may be enforced by the State of North Carolina, as well as any other party entitled to enforce the Protective Covenants. To the extent that the State of North Carolina should revise its existing stormwater permit to allow different impervious surface amount(s) on any one of more of the Lots, upon filing by Declarant or the Association of a notice of said change in permit, the impervious surface limitation as to said Lot or Lots shall be automatically deemed amended to comply with the changed impervious surface limitation allowed by the State of North Carolina by permit. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality, and alteration of the drainage as shown on the approved plant may not take place without the concurrence of the Division of Water Quality.

- (e) There is hereby declared and established, as shown on the Plat, a private driveway easement twenty (20') feet in width, running in a semi-circle across a portion of all of the Lots, and intersecting at two places with the public right-of-way known as Chicamacomico Way, for the benefit of Declarant, the Association, and the Owners of the Lots depicted on the Plat. All of the Lots shall be accessed solely by the 20' Private Driveway Easement shown on the Plat, and no accessways shall be established directly from Chicamacomico Way to any of the Lots. The Declarant will hard-surface a minimum of twelve (12') feet in width of the 20' Private Driveway Easement with either asphalt or concrete. It is expressly understood and agreed that the Association shall be responsible for the maintenance and upkeep of said Private Driveway

Easement in its entirety, and shall cause the paved portion thereof to be kept in good and passable condition at all times; PROVIDED HOWEVER, that if the Private Driveway Easement or any portion thereof is damaged by the conduct or activities of an Owner or an Owner's guest, invitee, or contractor, then said Owner shall be responsible for the cost of correcting said damage, and said cost may be assessed to the responsible Owner and collected by the Association as Supplemental Dues. The Association shall have no liability or maintenance obligation as to any driveway or connection extending from said Private Driveway Easement, even if the same lies within the easement area. No overnight parking shall be allowed within the 20' Private Driveway Easement, and the Association shall maintain at all times a vertical clearance of at least twelve (12') feet above said Easement, to facilitate emergency vehicle access to and from the Lots. There is hereby granted to the Association, its representatives, successors and assigns, the right to come upon the property and Lots depicted in the Plat to the extent the Association deems reasonably necessary to inspect, repair, resurface, remove vegetation, and otherwise maintain the 20' Private Driveway Easement in a good and passable condition as required herein. It is the intention of Declarant that all driveways providing ingress to and egress from the Lots shall be subject to the approval of the Committee as to size and location, and shall be in accordance with the Protective Covenants and Guidelines. Each owner shall, as required by the Association and/or the Village of Bald Head Island, install address bollards or other approved property identification at his or her Lot. No improvements shall be constructed by the Owner of any Lot to the extent located between the public street adjacent to the Living Unit on said Lot, and the entry to the Living Unit closest thereto, which would significantly impede emergency access to said entry. Fencing must have unlocked gates sufficiently wide to accommodate such access.

- (f) There are hereby reserved for the benefit of the owners of the Lots within the Plat, the Declarant, the Association, and all public and private utilities, and for the benefit of the Village of Bald Head Island, a certain easement for the installation and maintenance of all utilities, public and private, and the maintenance of all roads, upon, under and across the front seven (7') feet of Lots 5565, 5567, 5569 and 5571, and the side seven (7') feet of Lots 5563 and 5573 where they abut the public right-of-way known as Chicamacomico Way. There is further reserved, for the benefit of the owners of the Lots, the Declarant, and the Association, a 34-foot wide utility line easement for the installation and maintenance of electric, telephone, cable, and similar services on the Lots, lying within the entire 20' Private Driveway Easement shown on the Plat and upon, under, and across those portions of the Lots abutting said Private Driveway Easement for a distance of seven (7') feet on both sides thereof.

- (g) Yards shall be maintained with natural vegetation. No grasses or ornamental vegetation shall be permitted, EXCEPT, in the event the Association adopts landscaping guidelines or standards specific to the Lots hereby annexed, then in that event such vegetation shall be permitted as is described in said guidelines or standards and approved for the Lots by the Committee.
- (h) There will be installed on each of the Lots, by Village of Bald Head Island Utilities, its successors or assigns (hereinafter "Utilities"), a grinder pump for the removal of waste water generated at the Lot, together with the equipment, pipes and lines necessary to process and transport the waste water from the grinder pump to the sewer main tap located in the utility easement at the front or side of the Lot. The grinder pump for each Lot shall be installed within the area of the Lot designated for that purpose in the Guidelines, subject to approval by Utilities of the suitability of the exact location of said grinder pump. In no event shall any grinder pump be installed within five (5') feet of the exterior wall of any dwelling. There is hereby reserved, for the benefit of the Declarant and Utilities, a perpetual and assignable easement and right-of-way over, upon, under and across each of the Lots for the purpose of installing, accessing, monitoring, maintaining, repairing and replacing the grinder pumps and the appurtenant equipment, pipes and lines, which easements and rights-of-way shall run with the land. Utilities shall be responsible only for the re-establishment of the grade of any Lot upon which the aforesaid installation, maintenance, repair or replacement activity occurs, and the Lot owner shall be responsible for the restoration of any improvements or landscaping damaged or disturbed by such activity, and shall hold Utilities, its agents and employees, free and harmless from liability therefor.
8. SUPPLEMENTAL DUES. Paragraph 6 of the Protective Covenants specifically authorizes the Association to assess Supplemental Dues to a common group of lots independently of dues assessments to other lots, to the extent that such common group of lots only is benefited by such assessment. It is expressly acknowledged and understood that the Association may, in its discretion, limit the use of the 20' Private Driveway Easement shown on the Plat and located on the six (6) Lots to the Owners of said Lots, and may assess only said Lot Owners, in equal shares (1/6th share per Lot), for the regular and ordinary maintenance and upkeep expenses related to said Private Driveway Easement, should the Board of Directors of the Association, in its sole and unlimited discretion, deem it to be in the best interests of the Association to do so. In such event, the Association may but is not obligated to include reserves for replacement and maintenance of the said Private Driveway Easement, which reserves shall be dedicated for the utilization of the repair and maintenance of said Private Driveway Easement as shown on the Plat or any amendment thereto. The Association may also, in its discretion, assess Supplemental Dues against an individual Owner for

the cost of correcting damage to the Private Driveway Easement caused by said Owner, the Owner's guests, invitees or contractors.

9. 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.
10. INCORPORATION BY REFERENCE. Except as specifically amended by a provision contained within this Amendment, or by a specific limitation contained in the Protective Covenants, all the terms, provisions and conditions of the Protective Covenants are made fully applicable to the property described in Paragraph 1 hereinbefore.
11. DECLARANT RESERVATION. There is hereby reserved to the Declarant, and to any assignee to whom Declarant transfers or assigns its interests hereunder, the right to use any Lot owned or leased by Declarant as a model home, sales office, or for any similar purpose related to the marketing and sale of the Lots, in accordance with Village of Bald Head Island ordinances, notwithstanding any other provisions of this Amendment or the Protective Covenants to the contrary, this right to expire when Declarant or its assigns is no longer actively engaged in the original sale of subdivided Lots on Bald Head Island.

This Amendment is executed on behalf of Declarant, as of the day and year first above written, by its duly authorized Manager.

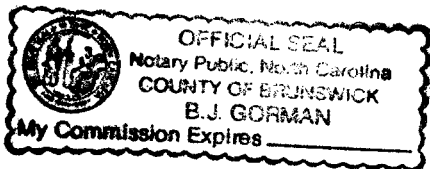
BALD HEAD ISLAND LIMITED, LLC,
a Texas limited liability company

By: M. Kent Mitchell (SEAL)
M. Kent Mitchell, Manager

STATE OF NORTH CAROLINA
BRUNSWICK COUNTY

I, B. J. Gorman, a Notary Public for said County and State, do hereby certify that M. Kent Mitchell, Manager 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 December, 2006.



B.J. Gorman
Notary Public
My commission expires: 3/10/08

EXHIBIT A

TABLE OF LOT SIZES AND BUILT UPON AREAS

Eco-A-Prime Phase 2 - Cape Fear Station

<u>Lot #</u>	<u>Area (square feet)</u>	<u>Allowable BUA (square feet)*</u>
5563	7,102	2,700
5565	6,840	2,200
5567	7,096	2,200
5569	8,225	2,000
5571	9,269	2,000
5573	13,105	2,400

*As noted in paragraph 7(d) of these covenants, the allowable BUA is exclusive of the impervious coverage of the 20' Private Driveway running across each of the Lots.

