

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

Brunswick County—Register of Deeds  
Robert J. Robinson  
Inst #46331 Book 1381 Page 98  
06/02/2000 03:29pm Rec#44943

**AMENDMENT AND ANNEXATION TO PROTECTIVE COVENANTS**  
**BALD HEAD ISLAND STAGE TWO**  
**SINGLE FAMILY 11**  
**CAPE FEAR STATION**

This Amendment and Annexation to Protective Covenants, Bald Head Island Stage Two, ("Amendment") is made by Bald Head Island Limited this 2ND day of JUNE, 2000.

**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 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 even-numbered Lots 6018 through 6058) as shown on those plats recorded in Map Cabinet 22, Instrument 541 and 542, Brunswick County Registry (collectively, "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 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

RET Jude Ward  
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REC# 68- CK AMT 1264  
CASH 18 REF 18 BY 18

owned or controlled by Declarant, as of January 1, 2001, 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 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. 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.
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.
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, the Lots shown on the Plat shall have the following lot type designations: even-numbered Lots 6018 through 6050 are designated "Creek (CR)"; even-numbered Lots 6052 through 6058 are designated "Creek Manor (CRM)". In accordance with the Guidelines, the minimum square footage of heated, enclosed living space for each approved Living Unit on even-numbered Lots 6018 through 6050 shall be 1,600 square feet, and the maximum shall be 40% of the total Lot area, but not to exceed 3,500 square feet; on even-numbered Lots 6052 through 6058, the minimum square footage of heated, enclosed living space for each approved Living Unit shall be 2,000 square feet, and the maximum shall be 40% of the total Lot area, but not to exceed 6,000 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 2 dogs or cats are allowed, provided they are attended as required by the ordinances of the Village of Bald Head Island.
- (d) 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 as follows: for even-numbered Lots 6018 through 6026, four thousand (4,000) square feet per Lot; for even-numbered Lots 6028 through 6040, four thousand five hundred (4,500) square feet per Lot; for even-numbered Lots 6042 through 6050, five thousand (5,000) square feet per Lot; for even-numbered Lots 6052 through 6058, five thousand five hundred (5,500) 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 is intended to ensure continued compliance with storm water runoff regulations adopted by the State of North Carolina, and therefore this Paragraph 8(d) may be enforced by the State of North Carolina, as well as any

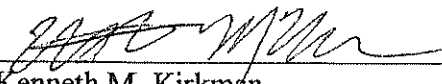
other party entitled to enforce the Protective Covenants. To the extent that the State of North Carolina should revise its existing stormwater permit to allow different impervious surface amount(s) on any one of more of the Lots, upon filing by Declarant or the Association of a notice of said change 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. 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.

- (e) 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, those certain easements for the installation and maintenance of all utilities, public and private, and the maintenance of all roads and alleys, upon, under and across the following: the front seven (7') feet of each Lot (adjacent to the public road rights-of-way), and five (5') feet along the side Lot lines of each Lot. There is further reserved, for the benefit of the owners of the Lots, the Declarant and the Association, a pedestrian access easement ten (10') feet in width, from Currituck Way to Bald Head Creek, upon and across the eastern five (5') feet of Lot 6052 and the western five (5') feet of Lot 6050, as shown on the Plat.
- (f) Access from Currituck Way to Lots 6052 and 6054, and from Chicamacomico Way to Lots 6056 and 6058, is limited to the two areas designated "Driveway and Utility Easement" on the Plat. Each Owner shall be jointly and equally responsible with the adjoining Owner for construction and maintenance of their respective twenty (20') foot wide Driveway Easement (ten (10') feet of which is located on and shared by each of their Lots), and the Association shall have no maintenance obligation for same. As shown on the Plat, the Driveway Easement for Lots 6052 and 6054 shall be forty (40') feet in length; the Driveway Easement for Lots 6056 and 6058 shall be one hundred ten (110') feet in length. The Owners of Lots 6052, 6054, 6056 and 6058 are prohibited from establishing other driveways or entrances along Currituck or Chicamacomico Way.
- (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 Lot by the Committee.

- (h) To the extent that the Village of Bald Head Island enforces driving regulations, including, without limitation, limitations on speed and requirements as to the qualification and condition of the driver of any vehicle, said regulations and conditions are herein specifically incorporated by reference, and the Village of Bald Head Island is specifically granted authority to enforce those regulations and conditions on the private easement shown on the Plat. It is expressly acknowledged and understood that the Village of Bald Head Island has no affirmative obligation to enforce said rules and regulations, but may elect to do so.
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 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 as of the day and year first above written, on behalf of Declarant, by its Attorney in Fact, under authority duly granted.

BALD HEAD ISLAND LIMITED  
a Texas Limited Partnership

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

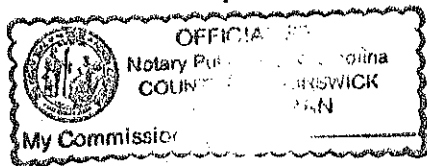
STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

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.

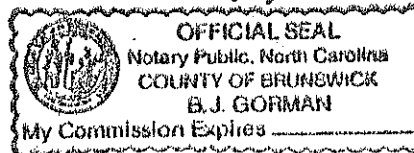
I do further certify that the said Kenneth M. Kirkman acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for an in behalf of the said Bald Head Island Limited.

WITNESS my hand and official seal, this the 2nd day of June, 2000.

My Commission expires: 3/10/03



B.J. Gorman  
Notary Public



STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of B J GORMAN

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

This Instrument was filed for Registration on this 2nd Day of June, 2000  
in the Book and Page shown on the First Page hereof.

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

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

Brunswick County--Register of Deeds  
Robert J. Robinson  
Inst #95308 Book 1525 Page 458  
11/29/2001 09:15:19am Rec# 91365

**ADDENDUM TO AMENDMENT AND ANNEXATION**  
**TO PROTECTIVE COVENANTS**  
**BALD HEAD ISLAND STAGE TWO**  
**SINGLE FAMILY 11**  
**CAPE FEAR STATION**

THIS ADDENDUM TO AMENDMENT AND ANNEXATION TO PROTECTIVE COVENANTS, BALD HEAD ISLAND STAGE TWO, SINGLE FAMILY 11, CAPE FEAR STATION, is made as of the 12<sup>th</sup> day of NOVEMBER, 2001, as follows:

WHEREAS, Bald Head Island Limited, a Texas limited partnership, is the developer and the sole owner of that certain real property located in the Village of Bald Head Island and known as Single Family 11, Cape Fear Station, 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 1381 at Page 98, an Amendment and Annexation to Protective Covenants for Bald Head Island Stage Two, Single Family 11, Cape Fear Station, and has further caused to be recorded in said Registry in Map Book 22, Pages 541 and 542, a Plat of survey which sets out and describes the real property and Lots subject to said Amendment and Annexation; and,

WHEREAS, the Declarant, sole owner of said Single Family 11, consisting of even-numbered Lots 6018 through 6058 as set forth in the aforesaid Plat of survey, has decided to reduce by two (2), i.e., from twenty-one (21) to nineteen (19), the number of Lots in said Single Family 11, and to designate a portion of said Lots as Open Space, and has caused said real property and Lots to be resurveyed and replatted to reflect the reduced number of Lots and the Open Space area, which revised Plat of survey is recorded in Map Cabinet 26, Instruments 186 and 187, Brunswick County Registry,

NOW, THEREFORE, Bald Head Island Limited, Declarant and sole owner of all of the subject property and Lots, hereby revises the Amendment and Annexation to Protective Covenants for Bald Head Island Stage Two, Single Family 11, Cape Fear Station, to add sub-paragraph (h) to Paragraph 7, "BUILDING AND SITE RESTRICTIONS", to read as follows:

(h) There is shown on the revised Plat an Open Space area (indicated by the shaded area on all Lots), totalling 10.93 acres in size, which area shall be open and primarily undisturbed, and which shall be maintained to preserve its natural and undisturbed character. No above-ground improvements shall be constructed within said Open Space area except walkways and structures related thereto, such as benches, all of which are intended to accommodate casual, pedestrian use, and minor utility structures

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REC# 33 CK AMT 33 BY 33  
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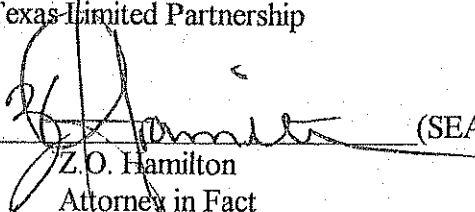
for pumps, wells, and similar purposes. The Association shall be responsible for maintenance of the Open Space, and shall cause said Open Space to be maintained in a good and sightly condition and in accordance with the requirements of these Covenants. In the event any part of the Open Space area on any Lot fall into an unsightly condition, or is used in violation of the requirements hereof, then the Association shall have the obligation, as well as the full right and authority, to go upon the property of any owner to bring the Open Space into compliance, to cause any improvements constructed thereon in violation of the Protective Covenants to be removed, and to maintain said Open Space in a good and sightly condition, and the Association shall recover the cost of all such work and maintenance from the owner of the offending Lot upon which the Open Space is located, either as a Special Assessment or as Supplemental Dues, all without the consent of any owner, in the manner authorized by Paragraph 6 of the Protective Covenants.

FURTHER, Bald Head Island Limited, Declarant and sole owner of all of the property shown in the aforesaid Plat of survey, hereby amends and revises said Plat as follows: to reduce, reconfigure and renumber the Lots therein, such that even-numbered Lots 6018 through 6058 shall now be even-numbered Lots 6018 through 6054, as shown on the revised Plat of Survey, and to show the Open Space area, such that said even-numbered Lots 6018 through 6054 shall henceforth be described with reference to said revised Plat, but shall nonetheless remain subject to the Amendment and Annexation Protective Covenants for Bald Head Island Stage Two, Single Family 11, Cape Fear Station, and any and all Addenda and amendments thereto.

Except as specifically amended and supplemented 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, Single Family 11, Cape Fear Station, remain in full force and effect and fully applicable to the subject property described herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has caused this instrument to be executed by its duly authorized attorney in fact, under seal, this the 12<sup>th</sup> day of NOVEMBER, 2001.

BALD HEAD ISLAND LIMITED (SEAL)  
a Texas Limited Partnership

By:  (SEAL)  
Z.O. Hamilton  
Attorney in Fact



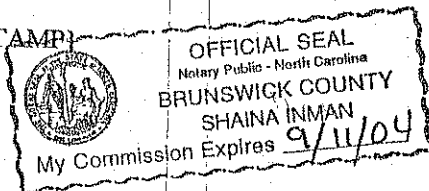
STATE OF NORTH CAROLINA  
BRUNSWICK COUNTY

I, Shaina Inman, a Notary Public for said County and State, do hereby certify that Z.O. Hamilton, 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 1430 at Page 482, 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 Z.O. Hamilton 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 12<sup>th</sup> day of November, 2001.

{SEAL-STAMP}



Shaina Inman  
Notary Public  
My commission expires: 9/11/04

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

Foregoing (or annexed) Certificate(s) of SHAINA INMAN

Notary Public is (are) Certified to be Correct.

Instrument was filed for Registration on this 29<sup>th</sup> Day of November, 2001

in Book and Page shown on the First Page hereof.

Robert J. Robinson /EP  
ROBERT J. ROBINSON, Register of Deeds

RET Gudee / Bald Head Island  
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**SECOND ADDENDUM**  
**TO AMENDMENT AND ANNEXATION**  
**TO PROTECTIVE COVENANTS**  
**BALD HEAD ISLAND STAGE TWO**  
**SINGLE FAMILY 11**  
**CAPE FEAR STATION**

THIS SECOND ADDENDUM TO AMENDMENT AND ANNEXATION TO PROTECTIVE COVENANTS, BALD HEAD ISLAND STAGE TWO, SINGLE FAMILY 11, CAPE FEAR STATION, is made as of the 21<sup>st</sup> day of October, 2002, as follows:

WHEREAS, Bald Head Island Limited, a Texas limited partnership, is the developer and sole owner of that certain real property located in the Village of Bald Head Island and known as even-numbered Lots 6046 through 6054 (Revised), Single Family 11, Cape Fear Station, 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 1381 at Page 98 an Amendment and Annexation to Protective Covenants for Bald Head Island Stage Two, Single Family 11, Cape Fear Station, as well as an Addendum to said Amendment in Book 1525 at Page 458, and has further caused to be recorded in said Registry in Map Book 25, Pages 186 and 187, a revised Plat of survey which sets out and describes the real property and Lots subject to said Amendment and Addendum, including even-numbered Lots 6046 through 6054 (Revised) and,

WHEREAS, Paragraph 7 (a) of the aforesaid Amendment sets forth and describes certain lot type designations for each Lot subject to the Design Guidelines for the Cape Fear Station Development, and provides that the Declarant has reserved 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; and,

WHEREAS, the Declarant deems it necessary to change the lot type designation for Revised Lot 6046 from "Creek (CR)" to "Creek Manor (CRM)", and to confirm the lot type designations for certain other Revised Lots which are owned by Declarant and have not been sold to a third party; and,

WHEREAS, the aforesaid revised Plat and Amendment set forth and describe a certain pedestrian easement which has been created or reserved by Declarant over and across Revised Lots 6046 and 6048, and Declarant wishes to revoke its reservation of said easement as to pedestrian use, only, maintaining the said easement thereon for utility purposes; and,

WHEREAS, the said revised Plat and Amendment further set forth certain driveway access limitations for even-numbered Lots 6048 through 6054 (Revised), which Declarant wishes to confirm herein;

NOW, THEREFORE, Bald Head Island Limited, Declarant and sole owner of even-numbered Lots 6046 through 6054 (Revised), Single Family 11, Cape Fear Station, Bald Head Island, Brunswick County, North Carolina, hereby declares as follows:

1.) For purposes of the Design Guidelines, said Lots 6046 through 6054 (Revised) shall have the following lot type designation: "Creek Manor (CRM)", and the minimum square footage of heated, enclosed living space for the Living Unit on each of said Lots shall be 2,000 square feet, and the maximum shall be 40% of the total Lot area, but not to exceed 6,000 square feet. Subparagraph (a) of Paragraph 7, "BUILDING AND SITE RESTRICTIONS", is hereby amended in accordance with the above declaration as to even-numbered Lots 6046 through 6054 (Revised).

2.) Subparagraph (e) of Paragraph 7, "BUILDING AND SITE RESTRICTIONS", is hereby deleted in its entirety and replaced with the following provision, to wit:

**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, those certain easements for the installation and maintenance of all utilities, public and private, and the maintenance of all roads and alleys, upon, under and across the following: the front seven (7') feet of each Lot (adjacent to the public road rights-of-way), and five (5') feet along the side Lot lines of each Lot. The pedestrian access easement ten (10') feet in width, from Currituck Way to Bald Head Creek, which is shown on the Plat as running upon and across the eastern five (5') feet of Revised Lot 6048 and the western five (5') feet of Revised Lot 6046, is hereby revoked and eliminated for the purpose of pedestrian access, only.**

3.) Subparagraph (f) of Paragraph 7, "BUILDING AND SITE RESTRICTIONS", is hereby amended so that the Lot references therein are changed as follows: all references to Lot 6052 shall mean Revised Lot 6048; all references to Lot 6054 shall mean Revised Lot 6050; all references to Lot 6056 shall mean Revised Lot 6052; all references to Lot 6058 shall mean Revised Lot 6054.

Except as specifically amended and supplemented 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, Single Family 11, Cape Fear Station, as previously amended, remain in full force and effect and fully applicable to the subject property described herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has caused this instrument to be executed by its duly authorized attorney in fact, under seal, this the 21<sup>st</sup> day of October, 2002.

BALD HEAD ISLAND LIMITED (SEAL)  
a Texas Limited Partnership

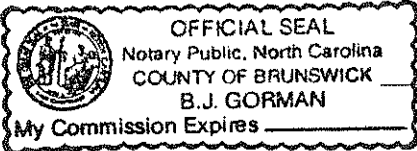
By: [Signature] (SEAL)  
M. Kent Mitchell  
Attorney in Fact

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, 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 on 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 912, 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 M. Kent Mitchell acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and on behalf of the said Bald Head Island Limited.

WITNESS my hand and official seal, this the 21<sup>st</sup> day of October, 2002.

{SEAL-STAMP}  B. J. Gorman  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of B J GORMAN

Notary(ies) Public is (are) Certified to be Correct.  
This Instrument was filed for Registration on this 24th Day of October, 2002  
in the Book and page shown on the First Page hereof.

[Signature]  
ROBERT J. ROBINSON, Register of Deeds



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Brenda M. Clemmons  
Brunswick County, NC Register of Deeds page 1 of 3

Presented Judy Ward For JS  
Total 20 Cash BB  
Ck \$ 34 Ck # 2177 Cash \$  
Refund: \_\_\_\_\_ Cash \$ \_\_\_\_\_ Finance \_\_\_\_\_  
☐ Portions of document are illegible due to condition of original.  
☐ Document contains seals verified by original instrument that cannot be reproduced or copied.

**THIRD ADDENDUM**  
**AND CORRECTED DECLARATION**  
**TO AMENDMENT AND ANNEXATION**  
**TO PROTECTIVE COVENANTS**  
**BALD HEAD ISLAND STAGE TWO**  
**SINGLE FAMILY 11**  
**CAPE FEAR STATION**

THIS THIRD ADDENDUM AND CORRECTED DECLARATION TO AMENDMENT AND ANNEXATION TO PROTECTIVE COVENANTS, BALD HEAD ISLAND STAGE TWO, SINGLE FAMILY 11, CAPE FEAR STATION, is made as of the 16<sup>th</sup> day of NOVEMBER, 2010, as follows:

WHEREAS, Bald Head Island Limited, LLC, a Texas limited liability company (formerly a Texas limited partnership), is the developer of that certain real property located in the Village of Bald Head Island known as even-numbered Lots 6048 (Revised) through 6054 (Revised), Single Family 11, Cape Fear Station, Brunswick County, North Carolina, and is the Declarant named in the Protective Covenants applicable to said property and Lots; and,

WHEREAS, Bald Head Island Limited, as Declarant, has heretofore caused to be recorded in the records of the Brunswick County Registry in Book 1381 at Page 98 an Amendment and Annexation to Protective Covenants for Bald Head Island Stage Two, Single Family 11, Cape Fear Station, as well as two Addenda to said Amendment in Book 1525 at Page 458, and in Book 1648, Page 1216, and has further caused to be recorded in said Registry in Map Book 25, Pages 186 and 187, a revised Plat of survey which sets out and describes the real property and Lots subject to said Amendment and Addenda, including even-numbered Lots 6048 through 6054 (Revised) and,

WHEREAS, Paragraph 7 (f) of the aforesaid Amendment sets forth certain driveway limitations, describing two (2) areas depicted on the revised Plat as the sole locations for establishing driveways or entrances along the public roadways known as Currituck Way and Chicamacomico Way to access the four (4) even-numbered Lots 6048 through 6054 (Revised) from said roads; and,

WHEREAS, the Declarant deems it to be in the best interest of the Declarant to revise the driveway limitation with respect to Lot 6052 (Revised), for the reason that the area depicted on the revised Plat for establishment of a driveway on said Lot contains unique vegetative and topographic

conditions that should be protected, and a driveway in said location may endanger natural features that should be preserved; furthermore, an entrance and cleared path suitable for a driveway already exist elsewhere on said Lot 6052 (Revised); and,

WHEREAS, Article 14 of the Protective Covenants for Bald Head Island Stage Two, recorded in the Brunswick County Registry in Book 1045 at Page 676, reserve to Declarant the right to amend the aforesaid Stage Two Covenants for the purpose of "adding or deleting any incidental provisions deemed in the sole discretion of Declarant to be in the best interest of Declarant" without the consent, joinder or approval of any other owner;

NOW, THEREFORE, Bald Head Island Limited, LLC, Declarant under the Protective Covenants, Amendments and Addenda applicable to even-numbered Lots 6048 through 6054 (Revised), Single Family 11, Cape Fear Station, Bald Head Island, Brunswick County, North Carolina, hereby declares as follows:

1.) Subparagraph (f) of Paragraph 7, "BUILDING AND SITE RESTRICTIONS", is hereby deleted in its entirety and replaced with the following provision, to wit:

- (f) Access from Chicamacomico Way to Lot 6054 (Revised), and from Currituck Way to Lots 6050 (Revised) and 6048 (Revised), is limited to the two areas designated "Driveway and Utility Easement" on the Plat. The Owners of said Lots 6054R, 6050R and 6048R are prohibited from establishing other driveways or entrances along Chicamacomico or Currituck Way. Access to Lot 6052 (Revised) from Chicamacomico Way is limited to the Owner's choice of either the "Driveway and Utility Easement" which also serves Lot 6054R, or the natural cleared path approximately six (6') feet in width, located along Chicamacomico Way just west of the southeast corner of said Lot 6052R. The Owner of Lot 6054R shall be responsible for maintenance of the twenty (20') foot wide Driveway Easement [ten (10') feet of which is located on each of Lots 6052R and 6054R], and for the construction of any improvements within said Easement intended to provide access to Lot 6054R; provided, that should the Owner of Lot 6052R elect to construct a driveway serving Lot 6052R in said Driveway Easement, then the Owners of Lots 6054R and 6052R shall be jointly and equally responsible for the maintenance of such Easement. Each Owner of Lots 6050R and 6048R shall be jointly and equally responsible for construction and maintenance of their respective twenty (20') foot wide Driveway Easement [ten (10') feet of which is located on and shared by each of their Lots]. In any event, the Association shall have no maintenance obligation for either Easement area. As shown on the Plat, the Driveway Easement on Lots 6054R and 6052R shall be one hundred ten (110') feet in length; the Driveway Easement on Lots 6050R and 6048R shall be forty (40') feet in length.

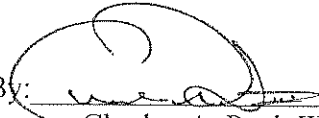
Except as specifically corrected, amended and supplemented by this Addendum, all of the terms, provisions and conditions of the Protective Covenants for Bald Head Island Stage Two, and



of the Amendment and Annexation to Protective Covenants, Bald Head Island Stage Two, Single Family 11, Cape Fear Station, as previously amended, remain in full force and effect and fully applicable to the Lots and property described herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has caused this instrument to be executed by its duly authorized attorney in fact, under seal, this the 16<sup>th</sup> day of NOVEMBER, 2010.

BALD HEAD ISLAND LIMITED, LLC  
a Texas limited liability company

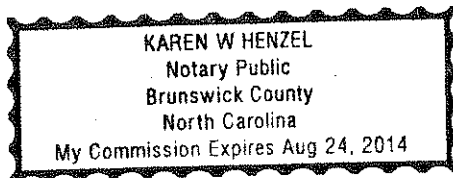
By:  (SEAL)  
Charles A. Paul, III  
President and Chief Executive Officer

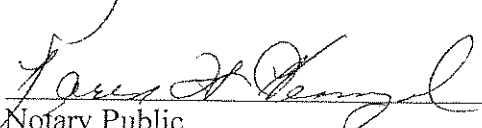
STATE OF NORTH CAROLINA  
BRUNSWICK COUNTY

I, KAREN W. HENZEL, a Notary Public of the County and State aforesaid, do hereby certify that Charles A. Paul, III, President and Chief Executive Officer of Bald Head Island Limited, LLC, a Texas limited liability company authorized to do business in North Carolina and Declarant herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as authorized by and on behalf of Grantor, Bald Head Island Limited, LLC.

Witness my signature and official seal this 16<sup>th</sup> day of NOVEMBER, 2010.

{SEAL-STAMP}



  
Notary Public

My commission expires: 8/24/2014





NOT TO SCALE

BRUNSWICK COUNTY

THE STATE OF NORTH CAROLINA, COUNTY OF BRUNSWICK, BEFORE ME, the undersigned authority, on this 11th day of November, 2010, personally appeared **THOMAS W. MORGAN**, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires on 11/27/11.

THOMAS W. MORGAN, L.S. 25456

NOTARY PUBLIC

AREA OF ENVIRONMENTAL CONCERN

EXISTING REAR YARD

NEW REAR YARD

POINT ON LINE

OPEN SPACE = 22687 SQ. FT. 5.07 ACRES

NOT TO SCALE

KEY DIAGRAM

THE LINE THE CENTER LINE OF THE "CAVE HEAD" ROAD, N.C. GRID COORDINATES: N = 27,031.14 AND E = 27,031.14. THE LINE THE CENTER LINE OF THE "CAVE HEAD" ROAD, N.C. GRID COORDINATES: N = 27,031.14 AND E = 27,031.14.

NOT TO SCALE

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