

Brunswick County—Register of Deeds  
Robert J. Robinson  
Inst #120088 Book 1604 Page 71  
07/05/2002 08:40:34am Rec# 112374  
112376

RET Jude Ward  
TOTAL 32 REV. \_\_\_\_\_ TC# \_\_\_\_\_  
REC# 38 CK AMT 80- CK# 1408  
CASH \_\_\_\_\_ REF \_\_\_\_\_ BY Cry

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

AMENDMENT AND ANNEXATION TO PROTECTIVE COVENANTS  
BALD HEAD ISLAND STAGE TWO  
SINGLE FAMILY 12  
CAPE FEAR STATION

This Amendment and Annexation to Protective Covenants, Bald Head Island Stage Two, ("Amendment") is made by Bald Head Island Limited this 24<sup>th</sup> day of JUNE, 2002.

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 4104 through 4128) as shown on that plat recorded in Map Cabinet 26, Instrument 314,

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 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, 2003, 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.
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, all of the Lots shown on the Plat shall have the following lot type designation: "Maritime Watch" ("MW"). In accordance with the Guidelines, the minimum square footage of heated, enclosed living space for each approved Living Unit 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.
- (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 three thousand seven hundred fifty (3,750) square feet per Lot for all Lots shown on the Plat. 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 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 imperious 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) As shown on the Plat, even-numbered Lots 4104 through 4120 abut the public road rights-of-way known as Portsmouth Way on the west and Station House Way on the East; Lots 4122 and 4124 abut only Portsmouth Way. Said even-numbered Lots 4104 through 4124 shall be accessed from Portsmouth Way, only, and shall in no event have vehicular access or pedestrian access to or from Station House Way. Lot 4128 abuts the public right-of-way known as East Beach Drive, and shall be accessed therefrom, while Lot 4126 abuts and shall be accessed from Station House Way. It is the intention of Declarant that driveways providing ingress to and egress from the Lots shall be subject to the approval of the Committee as to size and location. 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 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, 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 and rear seven (7') feet of even-numbered Lots 4104 through 4120 adjacent to the public road rights-of-way known as Portsmouth Way and Station House Way, the front seven (7') feet of Lot 4122, Lot 4124, and the Open Space Lot adjacent to said Portsmouth Way, the front seven (7') feet of the Open Space Lot adjacent to the public rights-of-way known as South East Beach Drive and Station House Way, and the front seven (7') feet of all frontage of Lots 4126 and 4128 adjacent to said South East Beach Drive and Station House Way, all as shown on the Plat.
- (g) As shown on the Plat, there exists a pedestrian easement ten (10') feet in width, running upon and across Lots 4112 and 4114, which easement

connects Portsmouth Way with Station House Way. The pedestrian easement is hereby reserved for the benefit of the Association, its members, the Declarant, and all public and private utilities. The Declarant shall have no obligation to hard-surface or improve said pedestrian easement, but may do so at its sole discretion. It is expressly understood and agreed that the Association shall be responsible for the maintenance and upkeep of the entire pedestrian easement, and shall cause it to be kept in a good and passable condition at all times.

- (h) There will be installed on each of the Lots, by Bald Head Island Utilities, Inc., its successors or assigns (hereinafter Utility Company), 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 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 the Utility Company 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 the Utility Company, 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. The Utility Company 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 the Utility Company, its agents and employees, free and harmless from liability therefor.
- (i) 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.
- (j) There is shown on the Plat a "shear zone" area 3.4 acres in size (indicated on the Plat by the hatching on the east side of even-numbered Lots 4104 through 4122, on the south side of Lots 4126 and 4128, and on all but the most southwesterly portion of the 1.5 acres designated as Open Space). Said "shear zone" area shall be and remain undisturbed, and shall be forever maintained to preserve its natural and undisturbed character. Therefore, clearing,

grubbing, tree removal or related activities shall not be permitted. No above-ground improvements shall be constructed within said area except the walkway within the ten (10') foot wide pedestrian easement between Lots 4112 and 4114 previously described herein and shown on the Plat, which walkway is intended to accommodate casual, pedestrian use. The Association shall be responsible for maintenance of the "shear zone" area, and shall cause it to be maintained in an undisturbed, good and sightly condition, and in accordance with the requirements of these Covenants. In the event any part of the "shear zone" area on any Lot falls 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 offending area into compliance, to cause any improvements constructed thereon in violation of the Protective Covenants to be removed, and to maintain said area in an undisturbed, 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 "shear zone" area 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.

8. OPEN SPACE. The tract designated on the Plat as Open Space Lot, being 1.5 acres in size, is hereby declared to be Common Property, and shall be conveyed by Declarant to the Association, subject to any utility and access easements shown on the Plat and/or as set forth herein, and further subject to the restrictions set forth above for that portion of the Open Space Lot included in the "shear zone". The Association shall thereafter be responsible for the maintenance and upkeep of said tract. The said tract shall remain as open space, and no above-ground improvements shall be constructed or maintained thereon, except that walkways, paths, benches and similar improvements consistent with the enjoyment of open space may be installed by Declarant or the Association on the most southwesterly portion of said tract where it fronts Portsmouth Way and South East Beach Drive (i.e., outside the "shear zone"), and provided that underground utility installation shall be allowed within the easements.
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. WAIVER. The Village of Bald Head Island is specifically released and held harmless from any claim for damages to property within Single Family 12, Cape Fear Station, to the extent such damages are caused by vehicles or equipment responding to an emergency or providing municipal services to property within the Plat. Emergency and municipal vehicles, including trash removal vehicles, are specifically authorized to come onto the property within the Plat to provide municipal services.
- 12. 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 (SEAL)  
a Texas Limited Partnership

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

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

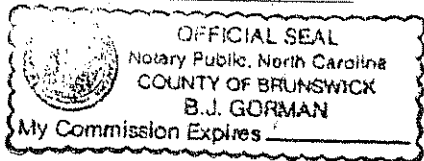
I, B.J. Gorman, a Notary Public for said County and State, do hereby certify that M. Kent Mitchell, attorney in fact for Bald Head Island Limited, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of the said 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 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 an in behalf of the said Bald Head Island Limited.

WITNESS my hand and official seal, this the 24<sup>th</sup> day of June, 2002.

My Commission expires: 3/10/03

[Signature]  
Notary Public



STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

B J GORMAN

The Foregoing (or annexed) Certificate(s) of \_\_\_\_\_

Brunswick County—Register of Deeds  
Robert J. Robinson  
Inst #120960 Book 1606Page 832  
07/16/2002 08:35:44am Rec# 113202

RET Jude Ward  
TOTAL 117 - REV \_\_\_\_\_ TC# 38  
REC# \_\_\_\_\_ CK AMT 34 - CK# 1409  
CASH \_\_\_\_\_ REF \_\_\_\_\_ BY JB

ADDENDUM TO AMENDMENT AND ANNEXATION  
TO PROTECTIVE COVENANTS  
BALD HEAD ISLAND STAGE TWO  
SINGLE FAMILY 12  
CAPE FEAR STATION

THIS ADDENDUM TO AMENDMENT AND ANNEXATION TO PROTECTIVE COVENANTS, BALD HEAD ISLAND STAGE TWO, SINGLE FAMILY 12, CAPE FEAR STATION, is made as of the 12<sup>th</sup> day of July, 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 Single Family 12, 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 1604 at Page 71, an Amendment and Annexation to Protective Covenants for Bald Head Island Stage Two, Single Family 12, Cape Fear Station, and has further caused to be recorded in said Registry in Map Book 26, Page 314, a Plat of survey which sets out and describes the real property and Lots subject to said Amendment; and,

WHEREAS, Paragraph 7 (a) of the said 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 from "Maritime Watch (MW)" to "Maritime View (MV)" for Lots 4126 and 4128 only, which Lots are owned by Declarant and have not been sold to a third party.

NOW, THEREFORE, Bald Head Island Limited, Declarant and sole owner of Lots 4126 and 4128, Single Family 12, Cape Fear Station, Bald Head Island, Brunswick County, North Carolina, hereby declares that for purposes of the Design Guidelines, said Lots shall have the following lot type designation: "Maritime View (MV)", and that the minimum square footage of heated, enclosed living space for the Living Unit on each of said Lots 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.



Subparagraph (a) of Paragraph 7, "BUILDING AND SITE RESTRICTIONS", is hereby amended in accordance with the above declaration as to Lots 4126 and 4128, only.

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 12, 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 July, 2002.

BALD HEAD ISLAND LIMITED (SEAL)  
a Texas Limited Partnership

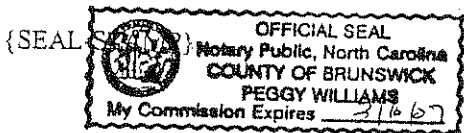
By: Stephen O. Robertson (SEAL)  
Stephen O. Robertson  
Attorney in Fact

STATE OF NORTH CAROLINA  
BRUNSWICK COUNTY

I, Peggy Williams, a Notary Public for said County and State, do hereby certify that Stephen O. Robertson, 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 1602 at Page 408, 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 Stephen O. Robertson 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 July, 2002.



Peggy Williams  
Notary Public  
My commission expires: 3/10/07

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of PEGGY WILLIAMS

Recorded 7.5.07

13 lots

THE VENDOR WARRANTS THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF AND THAT HE HAS NO OTHER INTEREST IN THE PROPERTY DESCRIBED HEREIN.

THE UNDERSIGNED WARRANTS THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF AND THAT HE HAS NO OTHER INTEREST IN THE PROPERTY DESCRIBED HEREIN.

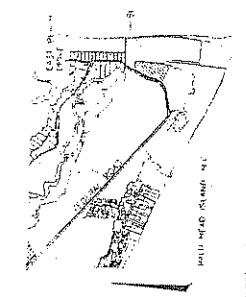
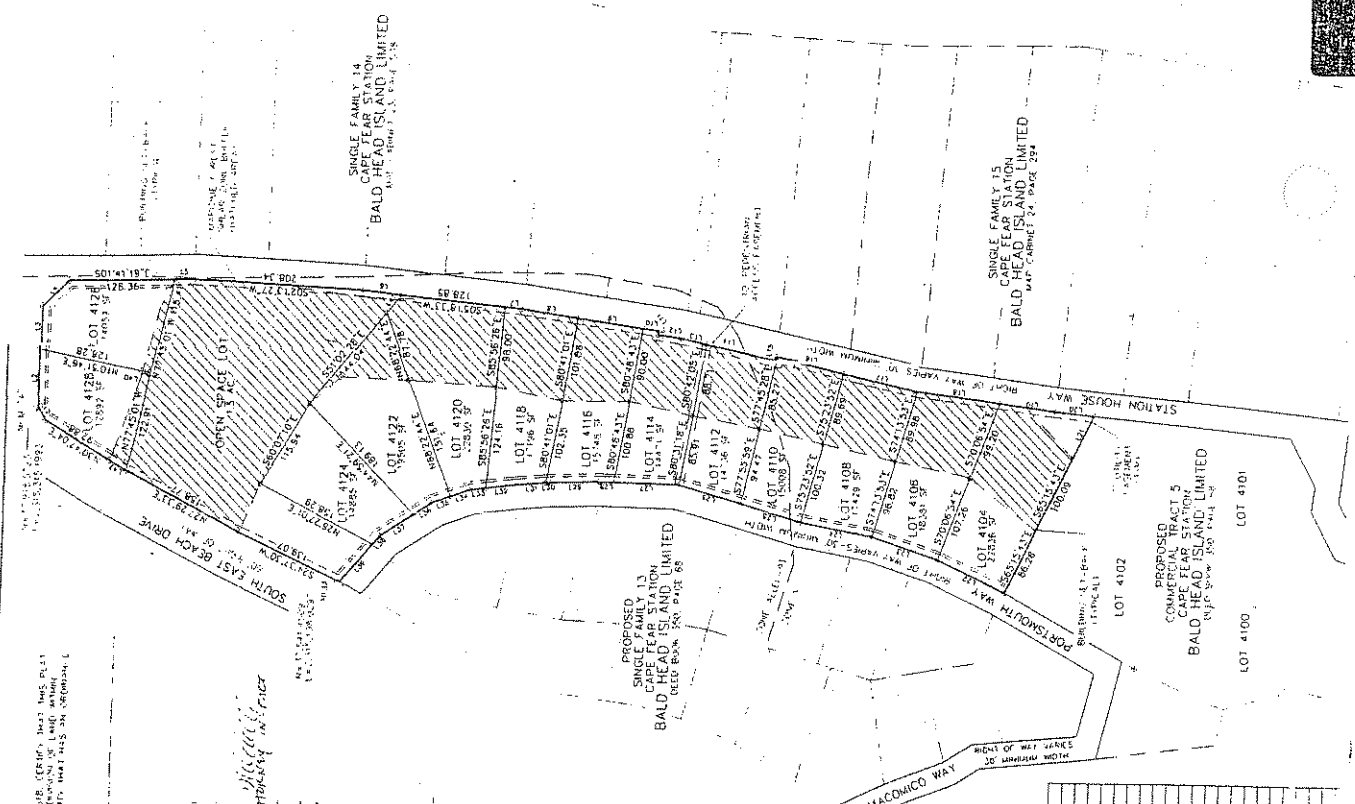
RE: BALD HEAD ISLAND, NC 25461  
 RECORDING NUMBER: 416-451-5600

SINGLE FAMILY 7  
 CAPE FEAR STATION  
 BALD HEAD ISLAND LIMITED  
 MAP C-2617-21 PAGE 68

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of July, 2007.

*James M. Webb*  
 7/5/07

CAPE FEAR STATION  
 BALD HEAD ISLAND LIMITED  
 MAP C-2617-21 PAGE 68



NOTICE TO THE PUBLIC: THIS IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION. THE PLAN IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND THE LOCAL GOVERNMENT.

NOTICE TO THE PUBLIC: THIS IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION. THE PLAN IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND THE LOCAL GOVERNMENT.

RECORDED  
 07/05/07  
 MC 261  
 PG 314

**BRUNSWICK SURVEYING, INC.**  
 Thomas W. Haggan  
 Professional Land Surveyor  
 North Carolina and South Carolina  
 1017 S. Beaufort House Rd., SW  
 Tallahassee, Florida 32309-3902

1" = 100' SCALE

DATE: 7-5-07  
 FIELD BOOK