

Brunswick County—Register of Deeds  
Robert J. Robinson  
Inst #220461 Book 1979Page 1227  
07/16/2004 08:42:25am Rec# 197276

RET Judi Baldhead  
TOTAL 35 REV      TC# 38  
REC#      CK AMT      CK#       
CASH      REF      BY DS

AMENDMENT AND ANNEXATION TO PROTECTIVE COVENANTS  
BALD HEAD ISLAND STAGE TWO  
SINGLE FAMILY 21  
CAPE FEAR STATION

This Amendment and Annexation to Protective Covenants, Bald Head Island Stage Two, ("Amendment") is made by Bald Head Island Limited this 14<sup>th</sup> day of July, 2004.

R E C I T A L S:

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 3150 through 3156, and odd-numbered Lots 3601 through 3605 and 3707 through 3723) as shown on that plat recorded in Map Cabinet 30, Instrument 393, 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, 2005, 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, the Lots shown on the Plat shall have lot type designations as follows: Even-numbered Lots 3150 through 3156, Lot 3603, and Lot 3605 are designated "House" ("H"). In accordance with the Guidelines, the minimum square footage of heated, enclosed living space for each approved Living Unit on even-numbered Lots 3150 through 3156 and Lots 3603 and 3605 shall be 1,000 square feet, and the maximum shall be 30% of the total Lot area, but not to exceed 3,000 square feet; EXCEPT, if 30% of the total Lot area is less than 2,000 square feet, then in that event, the maximum for that Lot shall be 2,000 square feet. Odd-numbered Lots 3707 through 3723 are designated "Towncenter Sideyard" ("TS"). In accordance with the Guidelines, the minimum square footage of heated, enclosed living space for each approved Living Unit on odd-numbered Lots 3707 through 3723 shall be 1,000 square feet, and the maximum shall be 30% of the total Lot area, but not to exceed 3,000 square feet; EXCEPT, if 30% of the total Lot area is less than 2,000 square feet, then in that event, the maximum for that Lot shall be 2,000 square feet. Lot 3601 is designated "Manor" ("M"), and in accordance with the Guidelines, the minimum square footage of heated, enclosed living space for an approved Living Unit thereon shall be 1,600 square feet, and the maximum shall be 30% of the total Lot area, 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) 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 per Lot is as follows: for even-numbered Lots 3150 through 3156 and odd-numbered Lots 3601 through 3605, three thousand (3,000) square feet per Lot; for odd-numbered Lots 3707 through 3723, two thousand five hundred (2,500) square feet per Lot. 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) As shown on the Plat, there exists a private alley access and utility easement twenty (20') feet in width, which crosses the Lots and which provides vehicular access to the rear of the Lots from the public road rights-of-way. Said easement is hereby reserved for the benefit of the Association, its members, the Declarant, the Village of Bald Head Island, and all public and private utilities. The Declarant will hard-surface a minimum of ten (10') feet in width of the private alley easement with either asphalt or concrete. It is expressly understood and agreed that the Association shall be responsible for the maintenance and upkeep of the entire private alley easement, including any walls or bulkheads therein, and shall cause it to be kept in a good and passable condition at all times. The Association shall have no maintenance

obligation as to any driveway or connection extending from said private easement, even if it lies within the private easement area.

- (f) As shown on the Plat, all of the Lots abut at least one public road right-of-way, as well as the private vehicular access easement. It is the intention of Declarant that driveways providing ingress to and egress from the Lots, both primary and secondary, 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 both the front and the rear of 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.
- (g) 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: all portions of the private vehicular access easement (alley) shown on the Plat, the front seven (7') feet of each Lot adjacent to the public road rights-of-way, and seven (7') feet along east side of Lot 3723 where it abuts the public right-of-way, Kinnakeet Way.
- (h) No overnight parking shall be allowed within the private vehicular access easement as shown on the Plat, and the Association shall maintain at all times a vertical clearance of at least twelve (12') feet above said easement, in order to facilitate emergency vehicle ingress and egress to and from the Lots.
- (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 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.

- (k) 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.

8. OPEN SPACE. There is shown on the Plat an Open Space area, parts of which are located on seven (7) of the Lots, totaling 0.17 acre 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 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 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 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 Covenants.

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 herein.
11. WAIVER. The Village of Bald Head Island is specifically released and held harmless from any claim for damages to property within Single Family 21, Cape Fear Station, whether such damage occurs to or within the private vehicular access easement shown on the Plat, to the extent such damages are caused by vehicles or equipment utilizing said private easement or otherwise responding to an emergency or providing municipal services to property within the Plat. It is specifically understood that there is a possibility that pavement or road shoulders could be damaged or destroyed, and the Association assumes the full responsibility for repairing any such damage. Emergency and municipal vehicles, including trash removal vehicles, are specifically authorized to utilize the private access easement to provide municipal services.
12. SUPPLEMENTAL DUES. Paragraph 6 of the Protective Covenants specifically authorizes the Association to assess a common group of Lots independently of assessments to other Lots, to the extent that such common group of Lots only is benefitted by such assessment. It is expressly acknowledged and understood that the Association may assess only the owners of those Lots adjacent to the private access easement (alley) for all maintenance and upkeep expenses relating to improvements on and along said private vehicular access easement maintained by the Association, and the Association may but is not obligated to include reserves for replacement and maintenance of the easement's road surface, which reserves shall be dedicated for the utilization of the repair and maintenance of the road and its shoulders within the private easement as shown on the Plat.
13. 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 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: *M. Kent Mitchell* (SEAL)  
M. Kent Mitchell  
Attorney in Fact

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

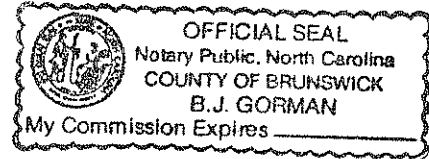
I, B. J. Gorman, a Notary Public for said County and State, do hereby certify that M. Kent Mitchell, attorney in fact for Bald Head Island Limited, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of the said 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 14<sup>th</sup> day of July, 2004.

My Commission expires: 3/10/08

*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 16th Day of July, 2004  
in the Book and page shown on the First Page hereof.

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



RET Judy Ward  
TOTAL 17 REV \_\_\_\_\_ TC# 38  
REC# \_\_\_\_\_ CK AMT 37 CK# 1501  
CASH \_\_\_\_\_ REF \_\_\_\_\_ BY bg

ADDENDUM TO AMENDMENT AND ANNEXATION  
TO PROTECTIVE COVENANTS  
BALD HEAD ISLAND STAGE TWO  
SINGLE FAMILY 21  
CAPE FEAR STATION

THIS ADDENDUM TO AMENDMENT AND ANNEXATION TO PROTECTIVE COVENANTS, BALD HEAD ISLAND STAGE TWO, SINGLE FAMILY 21, CAPE FEAR STATION, is made as of the 4<sup>th</sup> day of August, 2004, 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 21, 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 1979 at Page 1227, an Amendment and Annexation to Protective Covenants for Bald Head Island Stage Two, Single Family 21, Cape Fear Station, and has further caused to be recorded in said Registry in Map Cabinet 30, Instrument 393, a Plat of survey which sets out and describes the real property and Lots subject to said Amendment and Annexation; and,

WHEREAS, the aforesaid Plat and Amendment pertain to real property which was previously platted as Recreation 2 - Cape Fear Station, and which was subjected to certain covenants by Declarant, as more fully set forth in Map Cabinet 26, Instrument 434 and in Book 1618 at Page 356, as amended in Book 1640 at Page 31, Brunswick County Registry, which previous plat and covenants (as amended) have been superceded by the later recording;

NOW, THEREFORE, Bald Head Island Limited, Declarant and sole owner of all of the property and Lots described in the aforesaid Plat, hereby revises the Amendment and Annexation to Protective Covenants for Bald Head Island Stage Two, Single Family 21, Cape Fear Station, as recorded in Book 1979 at Page 1227, to add the following:

**14. RELEASE OF PRIOR COVENANTS.** It is hereby declared that, as of the date of the original recording of this Amendment and Annexation to Protective Covenants, the covenants, conditions, easements and restrictions shown on the plat recorded in Map Cabinet 26, Instrument 434, and as set forth in the document recorded in Book 1618 at Page 356, as

amended in Book 1640 at Page 31, Brunswick County Registry, shall have no further force or effect upon the Property and Lots described herein, and said Property and Lots are released from the operation of same. It is further declared that the Plat recorded in Map Cabinet 30, Instrument 393, along with this Amendment and Annexation recorded in Book 1979 at Page 1227, as the same may be revised or amended from time-to-time, shall control the use of said Property and Lots.

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 21, Cape Fear Station, remain in full force and effect and fully applicable to the 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 4<sup>th</sup> day of August, 2004.

BALD HEAD ISLAND LIMITED (SEAL)  
a Texas Limited Partnership

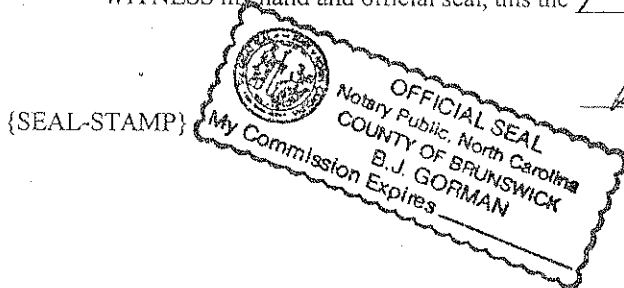
By: [Signature] (SEAL)  
M. Kent Mitchell  
Attorney in Fact

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 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 an 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 4<sup>th</sup> day of August, 2004.



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

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

B J GORMAN

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

RET Judy Ward  
TOTAL 20 REV      TC# 38  
REC#      CK AMT 37 CK# 1561  
CASH      REF      BY By

SECOND ADDENDUM TO AMENDMENT AND ANNEXATION  
TO PROTECTIVE COVENANTS  
BALD HEAD ISLAND STAGE TWO  
SINGLE FAMILY 21  
CAPE FEAR STATION

THIS SECOND ADDENDUM TO AMENDMENT AND ANNEXATION TO PROTECTIVE COVENANTS, BALD HEAD ISLAND STAGE TWO, SINGLE FAMILY 21, CAPE FEAR STATION, is made as of the 5<sup>th</sup> day of August, 2004, 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 21, 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 1979 at Page 1227, an Amendment and Annexation to Protective Covenants for Bald Head Island Stage Two, Single Family 21, Cape Fear Station, and has further caused to be recorded in said Registry in Map Book 30, Page 393, 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, as described in and as 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 deemed it necessary to change, and has changed the Design Guidelines for Cape Fear Station with respect to the Lot coverage ratio and maximum heated square footage requirements for approved Living Units on Lots having the lot type designation "Towncenter Sideyard" ("TS"), including odd-numbered Lots 3707 through 3723 in Single Family 21, Cape Fear Station; and,

WHEREAS, the Declarant further deems it necessary to change the lot type designation from "House" ("H") to "Orchard House" ("OH") for even-numbered Lots 3150 through 3156, Lot 3603 and Lot 3605, 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 all of the property and Lots in Single Family 21, Cape Fear Station, Bald Head Island, Brunswick County, North Carolina, hereby declares that, pursuant to the amended Design Guidelines for Cape Fear Station, odd-numbered Lots 3707 through 3723, inclusive, shall have the lot type designation "Towncenter Sideyard" ("TS"), and that the minimum square footage of heated, enclosed living space for each approved Living Unit on said Lots shall be 1,000 square feet, and the maximum shall be 35% of the total Lot area, but not to exceed 3,000 square feet; EXCEPT, if 35% of the total Lot area is less than 2,000 square feet, then in that event, the maximum for that Lot shall be 2,000 square feet.

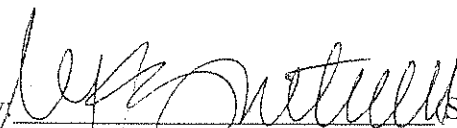
And Declarant further hereby declares that, for purposes of the amended Design Guidelines, even-numbered Lots 3150 through 3156, inclusive, Lot 3603 and Lot 3605, shall have the following lot type designation: "Orchard House" ("OH"), and that the minimum square footage of heated, enclosed living space for each approved Living Unit on said Lots shall be 1,000 square feet, and the maximum shall be 35% of the total Lot area, but not to exceed 3,000 square feet; EXCEPT, if 35% of the total Lot area is less than 2,000 square feet, then in that event, the maximum for that Lot shall be 2,000 square feet.

Subparagraph (a) of Paragraph 7, "BUILDING AND SITE RESTRICTIONS", is hereby amended in accordance with the above declarations as to the Lots herein mentioned.

Except as specifically amended and supplemented by this Second 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 21, Cape Fear Station, and all addenda thereto, remain in full force and effect and 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, this the 5<sup>th</sup> day of August, 2004.

BALD HEAD ISLAND LIMITED (SEAL)  
a Texas Limited Partnership

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

STATE OF NORTH CAROLINA  
BRUNSWICK COUNTY

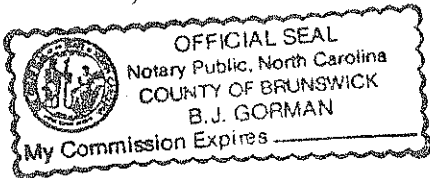
I, B. J. Gorman, a Notary Public for said County and State, do hereby certify that M. Kent Mitchell, attorney in fact for Bald Head Island Limited, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of the said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

WITNESS my hand and official seal, this the 5<sup>th</sup> day of August, 2004.

{SEAL-STAMP}



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

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

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

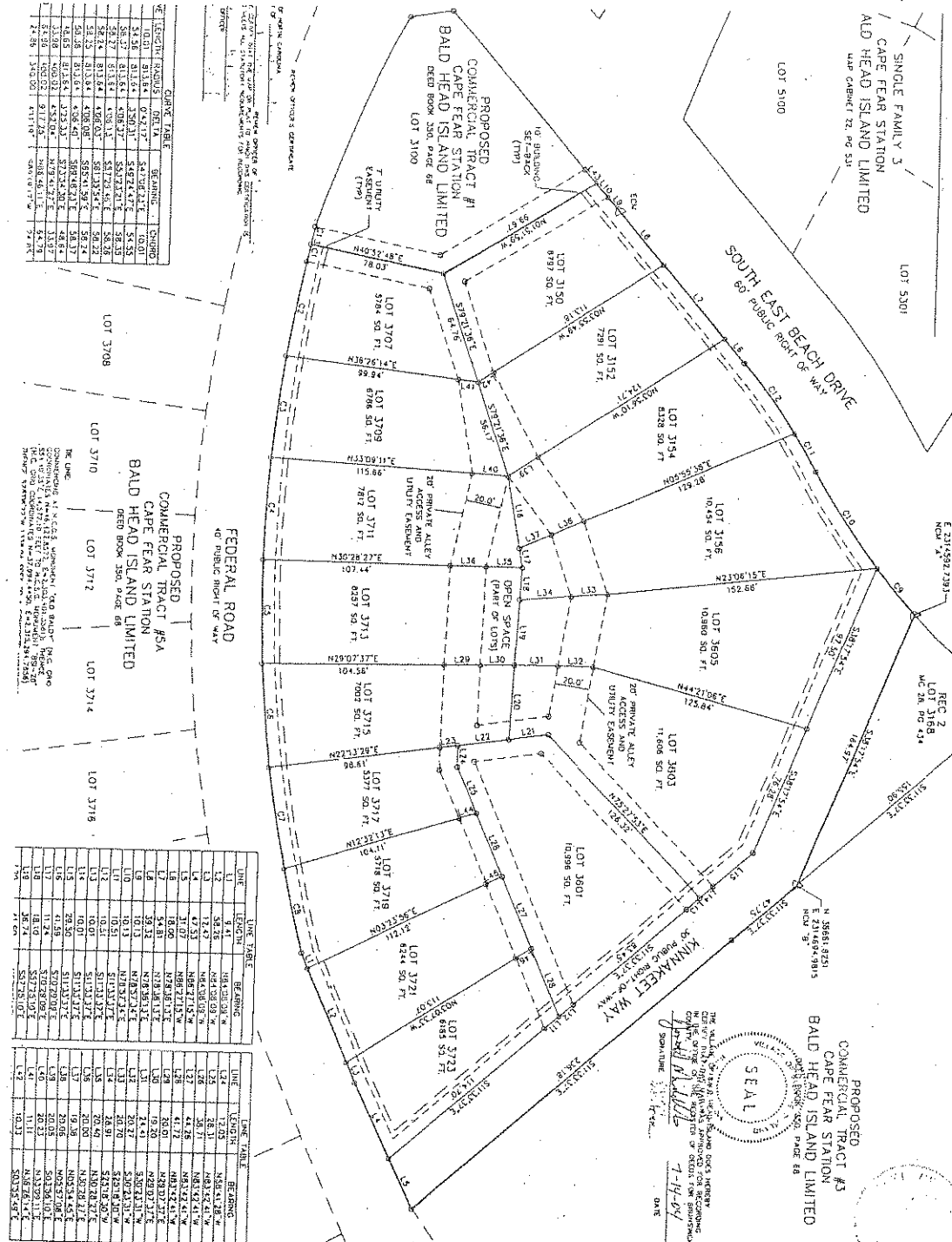
Notary(ies) Public is (are) Certified to be Correct.  
This Instrument was filed for Registration on this 11th Day of August, 2004  
in the Book and page shown on the First Page hereof.

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

RECREATION 1  
CAPE FEAR STATION  
BALD HEAD ISLAND LIMITED  
MAP CABINET 22, PAGE 112

KINNAKREET WAY  
BALD HEAD ISLAND, N.C.

RECREATION 2  
CAPE FEAR STATION  
BALD HEAD ISLAND LIMITED  
MAP CABINET 22, PAGE 112



**CHANG. TABLE**

LINE	BEARING	CHANGE
1	N 113° 15' 45" E	10.01
2	S 87° 54' 15" W	10.01
3	S 87° 54' 15" W	10.01
4	N 113° 15' 45" E	10.01
5	S 87° 54' 15" W	10.01
6	S 87° 54' 15" W	10.01
7	N 113° 15' 45" E	10.01
8	S 87° 54' 15" W	10.01
9	S 87° 54' 15" W	10.01
10	N 113° 15' 45" E	10.01
11	S 87° 54' 15" W	10.01
12	S 87° 54' 15" W	10.01
13	N 113° 15' 45" E	10.01
14	S 87° 54' 15" W	10.01
15	S 87° 54' 15" W	10.01
16	N 113° 15' 45" E	10.01
17	S 87° 54' 15" W	10.01
18	S 87° 54' 15" W	10.01
19	N 113° 15' 45" E	10.01
20	S 87° 54' 15" W	10.01
21	S 87° 54' 15" W	10.01
22	N 113° 15' 45" E	10.01
23	S 87° 54' 15" W	10.01
24	S 87° 54' 15" W	10.01
25	N 113° 15' 45" E	10.01
26	S 87° 54' 15" W	10.01
27	S 87° 54' 15" W	10.01
28	N 113° 15' 45" E	10.01
29	S 87° 54' 15" W	10.01
30	S 87° 54' 15" W	10.01
31	N 113° 15' 45" E	10.01
32	S 87° 54' 15" W	10.01
33	S 87° 54' 15" W	10.01
34	N 113° 15' 45" E	10.01
35	S 87° 54' 15" W	10.01
36	S 87° 54' 15" W	10.01
37	N 113° 15' 45" E	10.01
38	S 87° 54' 15" W	10.01
39	S 87° 54' 15" W	10.01
40	N 113° 15' 45" E	10.01

**LINE TABLE**

LINE	LENGTH	BEARING	AREA
1	4.41	N 113° 15' 45" E	194.3083 W
2	5.82	S 87° 54' 15" W	184.3083 W
3	4.41	S 87° 54' 15" W	184.3083 W
4	4.41	N 113° 15' 45" E	194.3083 W
5	5.82	S 87° 54' 15" W	184.3083 W
6	4.41	S 87° 54' 15" W	184.3083 W
7	4.41	N 113° 15' 45" E	194.3083 W
8	5.82	S 87° 54' 15" W	184.3083 W
9	4.41	S 87° 54' 15" W	184.3083 W
10	4.41	N 113° 15' 45" E	194.3083 W
11	5.82	S 87° 54' 15" W	184.3083 W
12	4.41	S 87° 54' 15" W	184.3083 W
13	4.41	N 113° 15' 45" E	194.3083 W
14	5.82	S 87° 54' 15" W	184.3083 W
15	4.41	S 87° 54' 15" W	184.3083 W
16	4.41	N 113° 15' 45" E	194.3083 W
17	5.82	S 87° 54' 15" W	184.3083 W
18	4.41	S 87° 54' 15" W	184.3083 W
19	4.41	N 113° 15' 45" E	194.3083 W
20	5.82	S 87° 54' 15" W	184.3083 W
21	4.41	S 87° 54' 15" W	184.3083 W
22	4.41	N 113° 15' 45" E	194.3083 W
23	5.82	S 87° 54' 15" W	184.3083 W
24	4.41	S 87° 54' 15" W	184.3083 W
25	4.41	N 113° 15' 45" E	194.3083 W
26	5.82	S 87° 54' 15" W	184.3083 W
27	4.41	S 87° 54' 15" W	184.3083 W
28	4.41	N 113° 15' 45" E	194.3083 W
29	5.82	S 87° 54' 15" W	184.3083 W
30	4.41	S 87° 54' 15" W	184.3083 W
31	4.41	N 113° 15' 45" E	194.3083 W
32	5.82	S 87° 54' 15" W	184.3083 W
33	4.41	S 87° 54' 15" W	184.3083 W
34	4.41	N 113° 15' 45" E	194.3083 W
35	5.82	S 87° 54' 15" W	184.3083 W
36	4.41	S 87° 54' 15" W	184.3083 W
37	4.41	N 113° 15' 45" E	194.3083 W
38	5.82	S 87° 54' 15" W	184.3083 W
39	4.41	S 87° 54' 15" W	184.3083 W
40	4.41	N 113° 15' 45" E	194.3083 W

**LINE TABLE**

LINE	LENGTH	BEARING	AREA
1	4.41	N 113° 15' 45" E	194.3083 W
2	5.82	S 87° 54' 15" W	184.3083 W
3	4.41	S 87° 54' 15" W	184.3083 W
4	4.41	N 113° 15' 45" E	194.3083 W
5	5.82	S 87° 54' 15" W	184.3083 W
6	4.41	S 87° 54' 15" W	184.3083 W
7	4.41	N 113° 15' 45" E	194.3083 W
8	5.82	S 87° 54' 15" W	184.3083 W
9	4.41	S 87° 54' 15" W	184.3083 W
10	4.41	N 113° 15' 45" E	194.3083 W
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39	4.41	S 87° 54' 15" W	184.3083 W
40	4.41	N 113° 15' 45" E	194.3083 W

**BRUNSWICK SURVEYING, INC**  
07/11/04  
MC 30  
RB 2473  
Sally, North Carolina 28442 (810) 471-5122

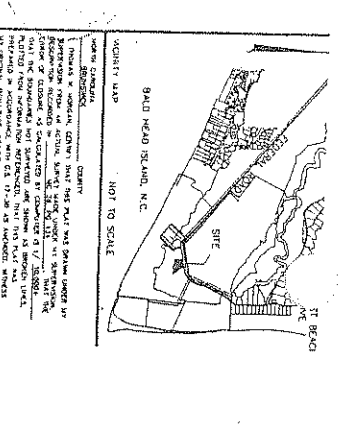
**PROPOSED COMMERCIAL TRACT #1  
CAPE FEAR STATION  
BALD HEAD ISLAND LIMITED  
DEED BOOK 330, PAGE 66**

**PROPOSED COMMERCIAL TRACT #3  
CAPE FEAR STATION  
BALD HEAD ISLAND LIMITED  
DEED BOOK 330, PAGE 66**

**PROPOSED COMMERCIAL TRACT #3  
CAPE FEAR STATION  
BALD HEAD ISLAND LIMITED  
DEED BOOK 330, PAGE 66**

**SEAL**

DATE: 7-14-04



**LEGEND**

- EXISTING RE-BAR (FOUND)
- EXISTING CONCRETE (FOUND)
- NEW CONCRETE (PROPOSED)
- NEW CHARACTER (PROPOSED)

**NOTES**

1. ALL SHOWN ARE APPROXIMATE.
2. ALL DIMENSIONS ARE APPROXIMATE.
3. ALL DIMENSIONS ARE APPROXIMATE.
4. ALL DIMENSIONS ARE APPROXIMATE.
5. ALL DIMENSIONS ARE APPROXIMATE.
6. ALL DIMENSIONS ARE APPROXIMATE.
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9. ALL DIMENSIONS ARE APPROXIMATE.
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