

STATE OF NORTH CAROLINA

FILED FOR REGISTRATION
DATE TIME

COUNTY OF BRUNSWICK

99 NOV 16 AM 8:34

ROBERT J. RODRIGUEZ
REGISTER OF DEEDS
BRUNSWICK COUNTY, N.C.

AMENDMENT AND ANNEXATION TO PROTECTIVE COVENANTS
BALD HEAD ISLAND STAGE TWO
THE GROVE

This Amendment and Annexation to Protective Covenants, Bald Head Island Stage Two, ("Amendment") is made by Bald Head Island Limited this 12th day of ~~October~~ October, 1998.

RECITALS:

000002

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.

Therefore, 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 Lots 1 through 6) as shown on that plat recorded in Map Cabinet 20, Instrument 307, 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.

RET Judy - Bald Head
TOTAL 18.00 REV TC# 25569
REC# 17 CK AMT 61.00 CK# 1124
CASH _____ REF _____ BY Cj

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 January 1, 1999.
3. SINGLE FAMILY UTILIZATION. All Lots shall be limited to use only for single family residential purposes, except that Lot 6 may be used for any purpose allowed by the zoning ordinance of the Village of Bald Head Island from time-to-time, and may specifically be incorporated as a part of the adjoining tract for any purpose, including purposes relating to density and/or storm water control. All of the provisions of Paragraph 3 of the Protective Covenants are specifically incorporated herein by reference.
4. SETBACKS. The Plat sets out an allowed building pad for each of Lots 1 through 5. There shall be no setbacks, other than those imposed by the Village of Bald Head Island or other governmental authority, and those shown on the Plat, except that all construction of every Living Unit must be within the designated building pad as shown on the Plat, subject to the approval of the Committee, as more fully set out in Paragraph 4 of the Protective Covenants. The requirement to construct within the designated building pad as shown on the Plat shall specifically take precedent over any presumed setbacks as set out in Paragraph 8 of the Protective Covenants. Nothing contained herein shall, with the approval of the Committee, restrict construction of improvements other than the primary residential structure on any portion of any Lot, including within any easement or setback designated on the Plat, to the extent such construction is consistent with the zoning ordinances of the Village of Bald Head Island, and to the extent that no such construction shall be allowed which would interfere with utilization of the private road easement or any reserved utility easement.
5. 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. The provisions of Paragraph 19 of the Protective Covenants are specifically incorporated herein by reference.

6. BUILDING AND SITE RESTRICTIONS. All Lots as shown on the Plat shall be subject to the following restrictions:
- (a) The minimum square footage of heated, enclosed living space for each approved primary residential structure shall be 1,400 square feet.
 - (b) The primary Living Unit on each Lot will not be allowed to extend outward from any building pad shown on the Plat, and the construction of any improvement or structure extending outward from said building pad shall require approval of the Committee following an affirmative finding that said improvement or structure meets the standards contained in Paragraph 5 of the Protective Covenants and will not have a negative impact on adjoining Lots.
 - (c) 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.
 - (d) 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.
 - (e) 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 2,200 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 5(e) may be enforced by the State of North Carolina, as well as any other party entitled to enforce the Protective Covenants. 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.

- (f) As shown on the Plat, Grove Court is an easement which provides access to Lots 1 through 5, and which easement is hereby reserved for the benefit of the Association and its members. Bald Head Island Stage Two Association, Inc. shall have the responsibility for maintaining said road, and its right-of-way (including the turf stone turnaround located on Lots 3 and 5) in good and usable condition. The Association shall have no maintenance obligation as to any driveway or connection extending from Grove Court to provide ingress and egress therefrom, notwithstanding whether or not such driveway connection is within the easement.
- (g) Any drainage systems or improvements constructed within The Grove, whether on the private easement or otherwise on a Lot, shall be maintained in functional condition by the Association. There is hereby reserved for the benefit of each owner within The Grove, and the Association, a drainage and utility easement across all portions of each Lot, other than those portions within the designated building pads.
- (h) No overnight parking shall be allowed within the private easement as shown on the Plat, in order to facilitate emergency vehicle ingress and egress to and from all Lots.
- (i) Yards shall be maintained with natural vegetation. No grasses or ornamental vegetation shall be permitted.
- (j) 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.

7. 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.
8. INCORPORATION BY REFERENCE. Except as specifically amended by a provision contained within this Amendment, all the terms, provisions and conditions of the Protective Covenants are made fully applicable to the property described in Paragraph 1 hereinbefore.
9. WAIVER. The Village of Bald Head Island is specifically released and held harmless from any claim for damages to property within The Grove, whether such damage occurs to or within the private easement shown on the Plat, to the extent such damages are caused by vehicles or equipment utilizing the private easement or otherwise responding to an emergency or providing municipal services within The Grove. 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 Grove Court to provide municipal services.
10. 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 Lots 1 through 5, Grove Court, for all maintenance and upkeep expenses relating to improvements on and along the private easement maintained by the Association, and the Association may include reserves for road replacement and maintenance, which reserves shall be dedicated for the utilization of the repair and maintenance of the road and road shoulders within the private easement as shown on the Plat. The Association shall, however, maintain at its own expense any project entry signage and related utilities to be maintained at the entrance to The Grove, whether or not located within the private easement. Furthermore, all costs of maintaining drainage systems within The Grove may also be so assessed to the owners of Lots 1 through 5 within The Grove. The Association is expressly authorized to assess any costs associated with drainage systems provided to benefit Lot 6 only, to the owner of Lot 6, independently of assessments to other Lot owners.

This Amendment is executed as of the day and year first above written under authority duly granted.

BALD HEAD ISLAND LIMITED
a Texas Limited Partnership

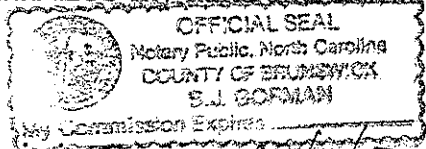
By: [Signature] (SEAL)
Kenneth M. Kirkman
Attorney in Fact

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 13th day of October, 1998.



My Commission expires: 03/10/03

[Signature]
Notary Public

F:\LORITGROVE.WPD(10/8/98)

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 16 Day of November, 1998,
in the Book and Page shown on the First Page hereof.

[Signature]
ROBERT J. ROBINSON, Register of Deeds

ADDENDUM TO AMENDMENT AND ANNEXATION
TO PROTECTIVE COVENANTS
BALD HEAD ISLAND STAGE TWO
THE GROVE

THIS ADDENDUM TO AMENDMENT AND ANNEXATION TO PROTECTIVE COVENANTS, BALD HEAD ISLAND STAGE TWO, THE GROVE is made as of the 31ST day of March, 1999, as follows:

WHEREAS, Bald Head Island Limited, a Texas limited partnership, is the owner and developer of that certain real property on Bald Head Island known as The Grove, Brunswick County, North Carolina; and,

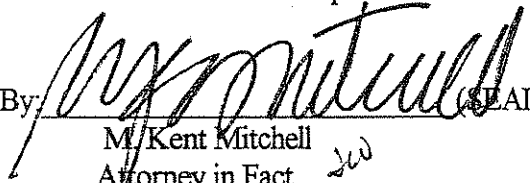
WHEREAS, Bald Head Island Limited, as Declarant, has heretofore caused to be recorded in the records of the Brunswick County Registry in Book 1261 at Page 257, an Amendment and Annexation to Protective Covenants for Bald Head Island Stage Two, The Grove, and has further caused to be recorded in said Registry in Map Book 20 at Page 367, a Plat of survey entitled "The Grove", which Plat sets out and describes the real property and Lots subject to said Amendment and Annexation; and,

WHEREAS, the Lots and property included within The Grove as shown on the aforesaid Plat have, at various times, been known by another name, and Declarant wishes to prevent confusion by having said name reflected in the public record;

NOW, THEREFORE, Declarant, Bald Head Island Limited, by this Addendum, hereby supplements the Amendment and Annexation to Protective Covenants for Bald Head Island Stage Two, The Grove, by declaring that the Lots and property identified in said Amendment and in the said Plat as "The Grove" are also commonly known and may be referred to as "Muscadine Grove", being one and the same.

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 31ST day of March, 1999.

BALD HEAD ISLAND LIMITED (SEAL)
a Texas Limited Partnership

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

STATE OF NORTH CAROLINA
BRUNSWICK COUNTY

I, B. J. Goeman, 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.

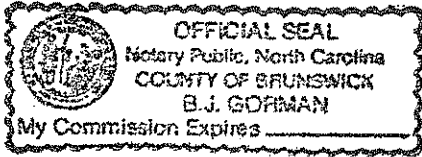
WITNESS my hand and official seal, this the 31st day of March, 1999.

B. J. Gorman

Notary Public

My commission expires: 3/10/03

{SEAL-STAMP}

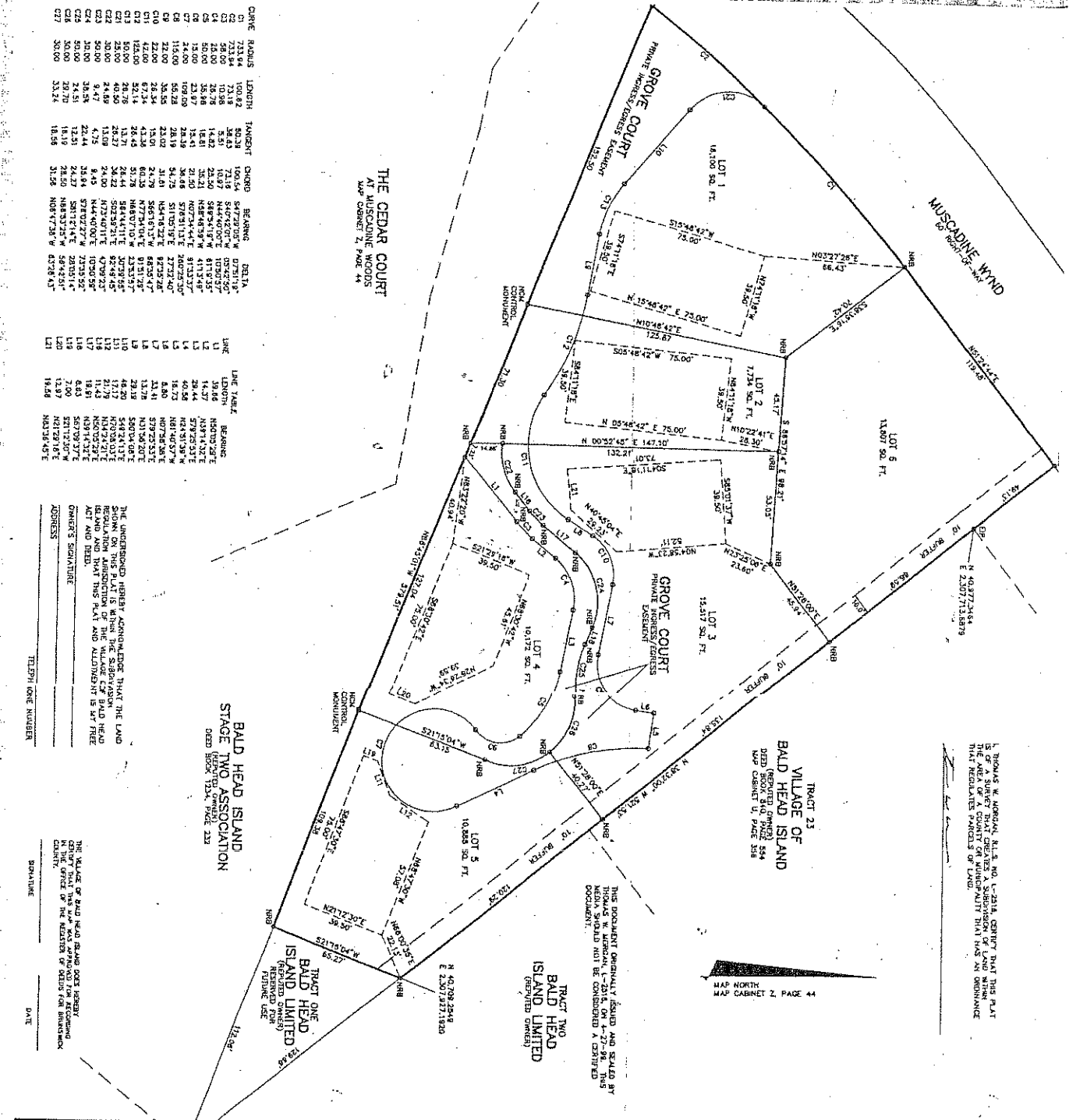


State of North Carolina, County of Brunswick:

The foregoing Certificate(s) of _____ Notary Public is/are certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 1999, at the time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR BRUNSWICK COUNTY

BY: _____



LINE	LENGTH	BEARING	DELTA	LINE	LENGTH	BEARING	DELTA
C1	22.34	72.13	82.23	L1	14.27	N80°52'07"E	82.23
C2	22.34	72.13	82.23	L2	14.27	N80°52'07"E	82.23
C3	22.34	72.13	82.23	L3	14.27	N80°52'07"E	82.23
C4	22.34	72.13	82.23	L4	14.27	N80°52'07"E	82.23
C5	22.34	72.13	82.23	L5	14.27	N80°52'07"E	82.23
C6	22.34	72.13	82.23	L6	14.27	N80°52'07"E	82.23
C7	22.34	72.13	82.23	L7	14.27	N80°52'07"E	82.23
C8	22.34	72.13	82.23	L8	14.27	N80°52'07"E	82.23
C9	22.34	72.13	82.23	L9	14.27	N80°52'07"E	82.23
C10	22.34	72.13	82.23	L10	14.27	N80°52'07"E	82.23
C11	22.34	72.13	82.23	L11	14.27	N80°52'07"E	82.23
C12	22.34	72.13	82.23	L12	14.27	N80°52'07"E	82.23
C13	22.34	72.13	82.23	L13	14.27	N80°52'07"E	82.23
C14	22.34	72.13	82.23	L14	14.27	N80°52'07"E	82.23
C15	22.34	72.13	82.23	L15	14.27	N80°52'07"E	82.23
C16	22.34	72.13	82.23	L16	14.27	N80°52'07"E	82.23
C17	22.34	72.13	82.23	L17	14.27	N80°52'07"E	82.23
C18	22.34	72.13	82.23	L18	14.27	N80°52'07"E	82.23
C19	22.34	72.13	82.23	L19	14.27	N80°52'07"E	82.23
C20	22.34	72.13	82.23	L20	14.27	N80°52'07"E	82.23
C21	22.34	72.13	82.23	L21	14.27	N80°52'07"E	82.23
C22	22.34	72.13	82.23	L22	14.27	N80°52'07"E	82.23
C23	22.34	72.13	82.23	L23	14.27	N80°52'07"E	82.23
C24	22.34	72.13	82.23	L24	14.27	N80°52'07"E	82.23
C25	22.34	72.13	82.23	L25	14.27	N80°52'07"E	82.23
C26	22.34	72.13	82.23	L26	14.27	N80°52'07"E	82.23
C27	22.34	72.13	82.23	L27	14.27	N80°52'07"E	82.23

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THE LAND DESCRIBED IN THIS PLAN IS WITHIN THE SUBDIVISION, RESERVATION, AND THAT THIS PLAN AND ALLOTMENT IS BY THE OWNERS SIGNATURE.

THE MAKER OF BALD HEAD ISLAND GOLF COURSE HEREBY CERTIFY THAT THE MAP WAS APPROVED BY THE BOARD OF DIRECTORS OF THE GOLF AND COUNTRY CLUB OF BALD HEAD ISLAND.

DATE: _____ SIGNATURE: _____

DATE: _____ SIGNATURE: _____

DATE: _____ SIGNATURE: _____

BRUNSWICK SURVEYING, INC.
Thomas W. Morgan
1037 Siskin Home Rd. SW
Smyrna, North Carolina 28420 (910)442-9382

THE GROVE
DUNCANVILLE (GROVE)
PLANNED RESIDENTIAL DEVELOPMENT
HOLDING COMPANY

LEGEND:
EXISTING ROAD (BOUNDARY)
NEW ROAD (BOUNDARY)
NEW RESIDENT LOT (BOUNDARY)
NEW CONCRETE MONUMENT (CST)
BUILDING SETBACK LINE

NOTES:
1. THE PROPERTY IS PART OF BALD HEAD ISLAND GOLF COURSE AND IS SUBJECT TO THE BALD HEAD ISLAND GOLF COURSE DEED BOOK 123A, PAGE 232.
2. THE PROPERTY IS SUBJECT TO THE BALD HEAD ISLAND GOLF COURSE DEED BOOK 123A, PAGE 232.
3. THE PROPERTY IS SUBJECT TO THE BALD HEAD ISLAND GOLF COURSE DEED BOOK 123A, PAGE 232.

SCALE: 1" = 30'
DATE: 8-31-88
FIELD BOOK: 333-71
COUNTY: BRUNSWICK FILE: 87195-87A

