

Brunswick County—Register of Deeds  
Robert J. Robinson  
Inst #49493 Book 1388Page 1353  
07/11/2000 08:35:54am Rec# 4800

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

AMENDMENT AND ANNEXATION TO PROTECTIVE COVENANTS  
BALD HEAD ISLAND STAGE TWO  
RECREATION 1 - VILLAGE COMMON  
CAPE FEAR STATION

This Amendment and Annexation to Protective Covenants, Bald Head Island Stage Two, ("Amendment") is made by Bald Head Island Limited this 7<sup>th</sup> day of JULY, 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 the property 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 PROPERTY. The provisions of the Protective Covenants shall apply fully to all of the property ("Property"), consisting of 130,344 square feet (approximately 2.99 acres) of land, known as Village Common, and as shown on that plat recorded in Map Cabinet 23, Instrument 105, Brunswick County Registry, ("Plat") as the same may be amended from time to time.
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 Property included in this annexation is hereby declared to be Common Property of said Association, as the same is defined in the Protective Covenants, to be owned, held, managed and maintained for the benefit and enjoyment of all Stage Two Lot owners, and title to which shall be conveyed by Declarant to the Association on or before December 31, 2000.

RET Jude Ward  
TOTAL 16- REV \_\_\_\_\_ TC# \_\_\_\_\_  
REC# 38 CK AMT 41- CK# 1273  
CASH \_\_\_\_\_ REF \_\_\_\_\_ BY CR

3. UTILIZATION AND IMPROVEMENT OF PROPERTY. Except for such other uses as may be hereinafter set forth, the use of the Property shall be limited to passive recreational purposes and for underground utility installation, and no residential or commercial structures or operations shall be constructed or maintained on the Property. Open or covered decks, towers, stairs, walkways, bulkheads, gazebos, well houses, plazas, esplanades, and similar structure(s) or improvements consistent with the use of the Property for passive recreational purposes shall be allowed, PROVIDED, that except for the plaza to be built at the south end (i.e., on the South East Beach Drive end) of the Property (including its pavers and landings), any such structures or improvements shall be set-back at least ten (10') feet from the public rights of way known as Kinnakeet Way, Chicamacomico Way and South East Beach Drive. There shall be no other setbacks, except those imposed by the laws or ordinances of the Village of Bald Head Island or other governmental authority, or as set forth on the Plat.

The Declarant and/or the Association may construct or cause to be constructed on the Property such improvements as are permitted hereunder, and the Declarant specifically reserves the right to construct improvements on the Property after its conveyance to the Association, without the necessity of obtaining the consent of the Association to such improvements. All structures and improvements (regardless by whom built, and excepting utility installations) shall be maintained in good repair by the Association, and the cost of such maintenance and repair may be collected by way of dues, fees or assessments payable to the Association by the owners of Lots in Stage Two, Bald Head Island, as set forth in the Protective Covenants.

It is expressly understood and agreed that the Association shall be responsible for the maintenance, repair and upkeep of any pavers, landings or plazas which may extend from the Property onto the setbacks, easements, and into the public rights of way known as South East Beach Drive, Kinnakeet Way and Chicamacomico Way, but such obligation shall not include maintenance, repair or upkeep of the Bald Head Island Village approved typical sidewalk system or the asphalt-paved roadways located within the aforesaid rights of way, except as otherwise set forth herein.

4. PROPERTY RESTRICTIONS. The Property shown on the Plat shall be subject to the following restrictions:
- (a) The Association shall keep the grounds and all allowed structures and improvements located thereon in a clean, neat and sightly condition, and shall provide for the regular removal of all trash or refuse from the Property. The Association shall also be responsible for the costs of removing, replacing and restoring any pavement which has been laid over the underground public utility installations in the parking area(s) on or adjacent to the Property, should it become necessary to repair or replace any such utility installations.

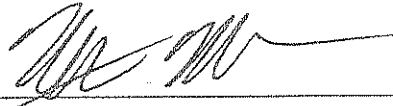
- (b) The Association may, in accordance with its bylaws, adopt and enforce rules and regulations for utilization of the Property, PROVIDED, that any such rules and regulations shall be subject to the approval of Declarant if Declarant is still selling Lots in Cape Fear Station at the time of the promulgation of such rules and regulations. Further, there is hereby reserved to Declarant the right to establish and enforce architectural standards and building and site restrictions for all structures and improvements to be built on the Property by the Association. All rules, regulations, restrictions or standards adopted by Declarant or the Association in accordance with this paragraph shall be circulated to the owners of Lots in Stage Two, and, once duly adopted and circulated, shall be fully applicable to and binding upon the owners of all Lots depicted on the various Plats for Stage Two, Bald Head Island, their guests and invitees, representatives, successors and assigns.
- (c) There are hereby reserved for the benefit of the Declarant, the Association, the Village of Bald Head Island, and all public and private utilities, those certain easements for the installation and maintenance of all utilities, public and private, upon, under and across the following: a strip of land fifteen (15') feet in width, adjacent to the public right of way known as Kinnakeet Way, and a strip of land seven (7') feet in width, adjacent to the public right of way known as Chicamacomico Way, all as depicted on the Plat. There is further reserved, for the benefit of the Declarant, its successors and assigns, such easements as are or may become necessary or desirable, upon, under and across the Property, for the purposes of installing, maintaining, repairing and/or replacing one or more wells, pipes, and related equipment to serve Lots and sites in Stage Two, Bald Head Island, including (but not limited to) those two (2) certain easements, twenty (20') feet in width, as depicted on the Plat, upon, under and across the Property, for the installation and maintenance of wells, a well-house, related pipes, conduits, equipment and components.
- (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, the Property shall contain a maximum square footage covered by impervious surfaces (as defined by the Department of Environmental Management), which limitation shall be .23 acre (23/100 acre). 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 4(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 a different impervious surface amount on the Property, upon filing by Declarant or the Association of a notice of said change in permit, the impervious surface limitation set forth herein 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 the Property 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.

5. 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.
  
6. 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.

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

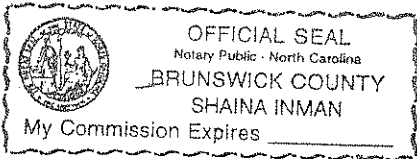
I, Shaina Inman, a Notary Public for said County and State, do hereby certify that Kenneth M. Kirkman, attorney in fact for Bald Head Island Limited, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of the 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 11<sup>th</sup> day of July, 2000.

My Commission expires: 9-11-04

Shaina Inman  
Notary Public



STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

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

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

This Instrument was filed for Registration on this 11th Day of July, 2000  
in the Book and Page shown on the First Page hereof.

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



sites in Stage Two, Bald Head Island, including (but not limited to) those three (3) certain easements, twenty (20') feet in width, as depicted on the Plat, upon, under and across the Property, for the installation and maintenance of wells, concrete well pads, a well-house, related pipes, conduits, equipment and components.

Except as specifically amended and supplemented by this Revision, 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, Recreation 1 - Village Common, 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 18<sup>th</sup> day of October, 2000.

BALD HEAD ISLAND LIMITED (SEAL)  
a Texas Limited Partnership

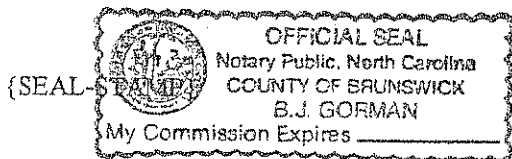
By: [Signature] (SEAL)  
Kenneth M. Kirkman  
Attorney in Fact

STATE OF NORTH CAROLINA  
BRUNSWICK COUNTY

I, B.J. Gorman, a Notary Public for said County and State, do hereby certify that 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 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 18<sup>th</sup> day of October, 2000.



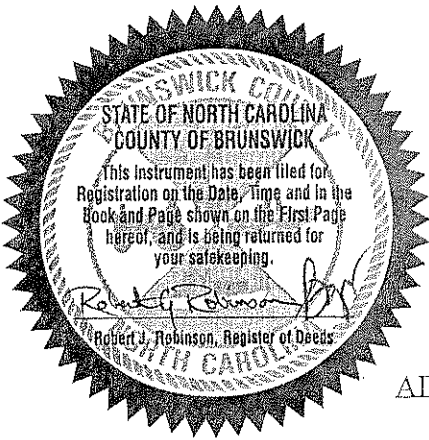
B.J. Gorman  
Notary Public  
My commission expires: 3/10/03

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

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



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 Robert J. Robinson  
 Brunswick County, NC Register of Deeds page 1 of 2



Presenter Judy Ward Ret: ES  
 Total 17 Rev \_\_\_\_\_ Int. Boys  
 Ck \$ 117.00 Ck # 9112 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.

ADDENDUM TO AMENDMENT AND ANNEXATION  
 TO PROTECTIVE COVENANTS (REVISED)  
 BALD HEAD ISLAND STAGE TWO  
 RECREATION 1- VILLAGE COMMON  
 CAPE FEAR STATION

THIS ADDENDUM TO AMENDMENT AND ANNEXATION TO PROTECTIVE COVENANTS (REVISED), BALD HEAD ISLAND STAGE TWO, RECREATION 1 – VILLAGE COMMON, CAPE FEAR STATION, is made as of the 8<sup>th</sup> day of September, 2008, as follows:

WHEREAS, Bald Head Island Limited, LLC, a Texas limited liability company, as successor to Bald Head Island Limited, a Texas limited partnership, is the owner and developer of that certain real property on Bald Head Island known as Recreation 1 – Village Common, Cape Fear Station, located in the Village of Bald Head Island, Brunswick County, North Carolina; and;

WHEREAS, Bald Head Island Limited, as Declarant, heretofore caused to be recorded in the records of the Brunswick County Registry in Book 1388, Page 1353, and Book 1411, Page 761, a certain Amendment and Annexation to Protective Covenants for Bald Head Island Stage Two, Recreation 1 – Village Common, Cape Fear Station, and a certain Revision thereto; and,

WHEREAS, Bald Head Island Limited, LLC, successor Declarant and developer of the property within Bald Head Island Stage Two, including the property comprising Recreation 1 – Village Common, Cape Fear Station, as shown on that certain plat of survey recorded in the aforesaid Registry in Map Book 23, Page 105, has, in accordance with the provisions of Title 15 NCAC 2H.1000 *et seq.*, recorded within the above-referenced Amendment and Annexation to Protective Covenants, as revised, the impervious coverage limitation for the property depicted on said recorded Plat, along with a reservation of the right to revise such impervious coverage limitation upon any revision of the stormwater management permit issued by the State of North Carolina for the aforesaid property; 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, further reserves to Declarant the right to amend the said Protective 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, Declarant, Bald Head Island Limited, LLC, hereby declares that in accordance with Title 15 NCAC 2H.1000, *et seq.*, subparagraph (d) of paragraph 4 of the Amendment and Annexation to Protective Covenants, Bald Head Island Stage Two, Recreation 1-Village Common, Cape Fear Station, recorded in the Brunswick County Registry in Book 1388, Page 1353, is hereby amended to change the allowable maximum area covered by impervious surfaces, for the property depicted on the above-referenced plat as Village Common, from 0.23 acre to 0.33 acre. Except as herein set forth, the aforesaid Amendment and Annexation to Protective Covenants, as previously revised, shall remain unchanged, and in full force and effect.

This Addendum is made as a result of the modification of the stormwater management permit issued for Cape Fear Station, including the subject property, on August 4, 2008, and is intended to insure continued compliance with stormwater runoff rules adopted by the State of North Carolina, and may be enforced by the State of North Carolina. The covenants contained herein shall run with the land and shall be binding on all parties and all persons claiming under them.

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

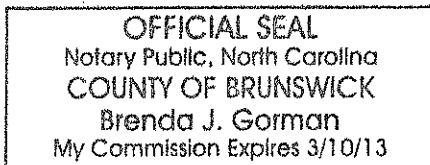
BALD HEAD ISLAND LIMITED, LLC,  
a Texas limited liability company

By:  (SEAL)  
M. Kent Mitchell, Manager

STATE OF NORTH CAROLINA  
BRUNSWICK COUNTY

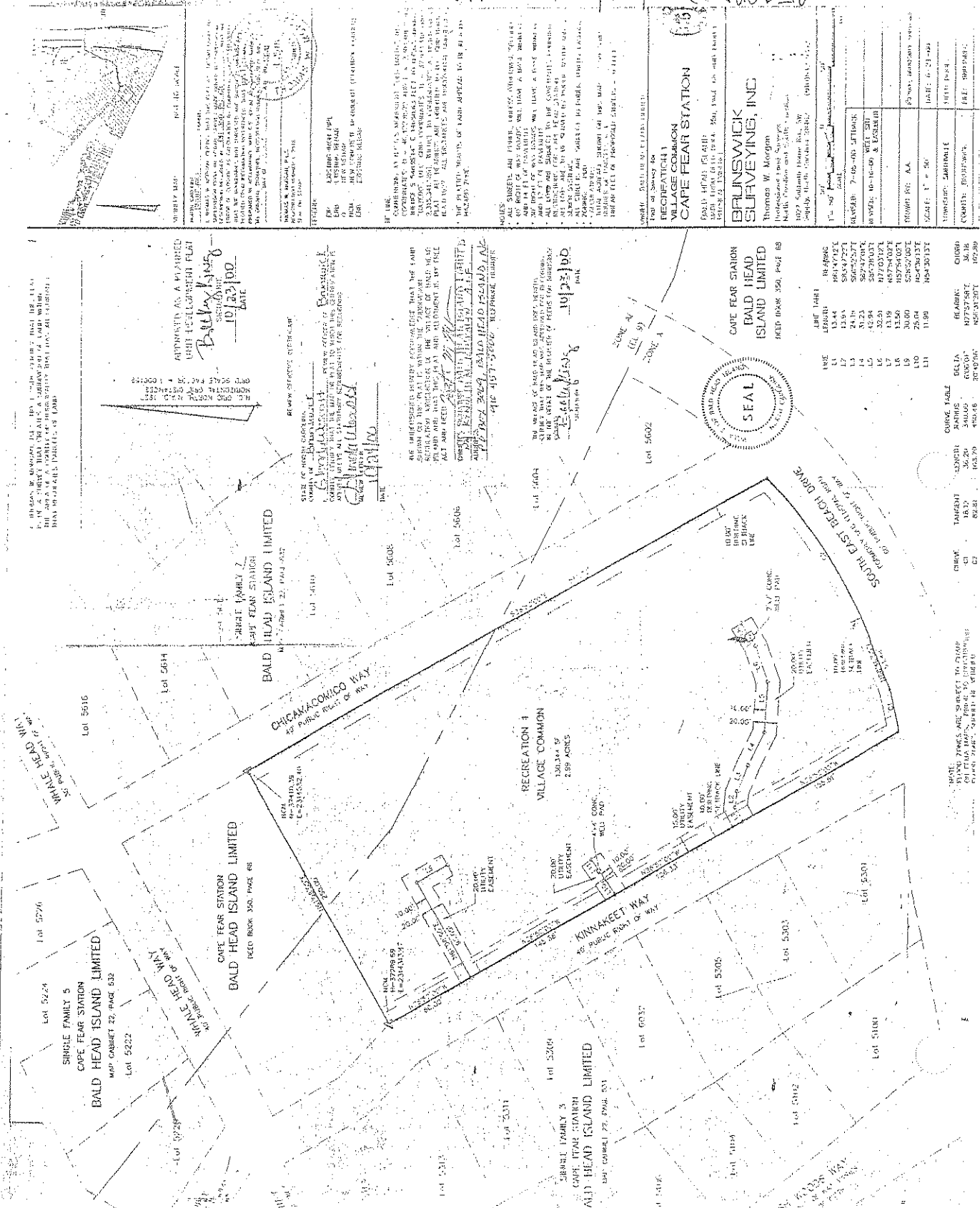
I, Brenda J. Gorman, a Notary Public for said County and State, do hereby certify that M. Kent Mitchell, Manager for Bald Head Island Limited, LLC, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing instrument for and on behalf of the said Bald Head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

WITNESS my hand and official seal, this the 8<sup>th</sup> day of September, 2008.

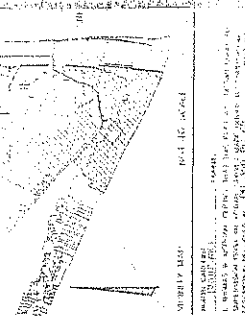


Brenda J. Gorman  
Notary Public  
My commission expires: 3/10/13

RECORDED 10/24/2000 MC 23, PG 312



LOT	REMARKS	DATE	BY
1	REVISION	10/23/00	BRUNSWICK SURVEYING, INC.
2	REVISION	10/23/00	BRUNSWICK SURVEYING, INC.
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49	REVISION	10/23/00	BRUNSWICK SURVEYING, INC.
50	REVISION	10/23/00	BRUNSWICK SURVEYING, INC.



**BRUNSWICK SURVEYING, INC.**  
 Thomas W. Morgan  
 10000 South Atlantic Avenue  
 Jacksonville, Florida 32256  
 Phone: 904-251-1111  
 Fax: 904-251-1112

**RECREATION COMMON**  
 VILLAGE COMMON  
 CAPE FEAR STATION  
 BALD HEAD ISLAND, FLORIDA  
 2.89 ACRES

**CAPE FEAR STATION**  
 BALD HEAD ISLAND LIMITED  
 PLOT BOOK 300, PAGE 68

**SEAL**  
 BRUNSWICK SURVEYING, INC.  
 THOMAS W. MORGAN  
 10000 SOUTH ATLANTIC AVENUE  
 JACKSONVILLE, FLORIDA 32256  
 PHONE: 904-251-1111  
 FAX: 904-251-1112

APPROVED AS A PLANNED UNIT DEVELOPMENT PLAN  
 BY THE BOARD OF PLANNING AND ZONING  
 ON 10/23/00  
 DATE

STATE OF NORTH CAROLINA  
 COUNTY OF BRUNSWICK  
 I, \_\_\_\_\_  
 COUNTY CLERK, DO HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON 10/23/00.

ALL SURVEYS AND PLANS, UNLESS OTHERWISE SPECIFIED, ARE THE PROPERTY OF BRUNSWICK SURVEYING, INC. AND ARE TO BE KEPT IN THE OFFICE OF THE COUNTY CLERK. ALL RIGHTS ARE RESERVED BY BRUNSWICK SURVEYING, INC. FOR ANY AND ALL RIGHTS OF REVISION OR CORRECTION. ALL RIGHTS ARE RESERVED BY BRUNSWICK SURVEYING, INC. FOR ANY AND ALL RIGHTS OF REVISION OR CORRECTION.

NOTE: THESE ARE SUBJECT TO PLANS ON THIS MAP, FROM TO BE APPROVED BY THE BOARD OF PLANNING AND ZONING.

NOTE: THESE ARE SUBJECT TO PLANS ON THIS MAP, FROM TO BE APPROVED BY THE BOARD OF PLANNING AND ZONING.