

RET Bald Head
TOTAL 20 REV TC# 17
REC# CK AMT 22 CK# 2027
CASH REF BY 192

**DECLARATION OF RESTRICTIVE COVENANTS
FOR LOTS 1A and 1B, BALD HEAD ISLAND HARBOUR
BALD HEAD ISLAND, NORTH CAROLINA**

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR LOTS 1A AND 1B, BALD HEAD ISLAND HARBOUR, BALD HEAD ISLAND, NORTH CAROLINA, is made as of the 18th day of APRIL, 2006, as follows:

WHEREAS, Bald Head Island Limited, a Texas limited partnership, is the developer of that certain real property known as Bald Head Island Harbour, a subdivision located in the Village of Bald Head Island, 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 985, Page 384, an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bald Head Island Harbour ("Harbour Declaration"), and has further caused to be recorded in said Registry various correction(s), supplement(s), and amendments thereto, as well as certain Plats of survey depicting the real property subject to the Harbour Declaration as corrected, supplemented and amended, including Lot 1, Bald Head Island Harbour, as the same is shown and described on the Plat recorded by the Declarant in Map Cabinet Z, Page 75 of the aforesaid Registry; and,

WHEREAS, Bald Head Island Limited, Declarant and sole owner of that certain unimproved real property known as Lot 1, Bald Head Island Harbour, wishes to divide the property constituting Lot 1 into two lots, and has caused the Lot 1 property to be resurveyed and replatted to reflect the division thereof into the new Lots 1A and 1B, Bald Head Island Harbour, the revised plat of which is recorded in Map Cabinet 34, Instrument 513, Brunswick County Registry; and,

WHEREAS, while new Lots 1A and 1B, Bald Head Island Harbour, remain subject to the Harbour Declaration as corrected, supplemented and amended, Bald Head Island Limited wishes to impose upon said Lots 1A and 1B certain additional restrictive covenants for the mutual benefit of the owners of said new Lots and their successors;

NOW, THEREFORE, Bald Head Island Limited, Declarant and sole owner of all of the real property depicted on the revised plat, hereby declares that said property shall henceforth be described as Lots 1A and 1B, Bald Head Island Harbour, as shown on said revised plat recorded in the Brunswick County Registry, and that the following restrictive covenants shall be and the same hereby are imposed upon said Lots 1A and 1B, and shall run with the land, to wit:

1. The second and third stories of the dwellings to be constructed on Lots 1A and 1B, as well as the crofters/garages for said Lots, shall be divided from each other by common shared walls located on the boundary line dividing said Lots 1A and 1B, which walls shall be used and maintained as party walls forever, and if rebuilt, shall stand upon the same places and be of the same or similar materials and of the same proportions as the original walls. Any conveyance of Lot 1A and/or Lot 1B shall include and be subject to cross-easements between the owners of said Lots 1A and 1B for the construction, maintenance and repair of the aforesaid party walls, which cross-easements shall run with the title to both Lots.

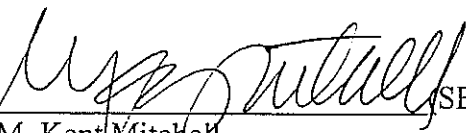
2. There shall be constructed at ground level on Lots 1A and 1B a shared front entry area and shared rear deck space, which shall be located upon both Lots and shall extend across the boundary line dividing said Lots. Each and every owner of Lots 1A and 1B is hereby granted, jointly and severally, a perpetual right and easement to come upon, use, and enjoy the entire front entry area and rear deck space, to the exclusion of all persons other than the other owner(s) of Lots 1A and 1B, their guests and invitees. To the extent that the front entry area and/or the rear deck space are located upon either Lot 1A or 1B, the owner of the other Lot is hereby granted a perpetual, non-exclusive right and easement upon, over and across the Lot he does not own, for the limited purposes of and only as may be necessary for the owners, their guests and invitees to obtain access to and have the shared use and enjoyment of the entire front entry area and rear deck space.

3. The owners of Lots 1A and 1B shall be jointly and equally responsible for maintaining the shared front entry area and shared rear deck space, and for insuring them against hazards and for liabilities. All costs and expenses of insurance, maintenance, upkeep, repair, and replacement relating to or associated with the shared front entry area and shared rear deck space shall be borne and paid in equal shares, one-half (1/2) share per Lot, by the respective owners of Lots 1A and 1B. In the event an owner of Lot 1A or 1B does not receive contribution from the other owner for said owner's one-half share of the costs of insurance, maintenance, upkeep, repair or replacement, the paying owner shall have the full right and authority to pursue contribution or reimbursement from the non-paying owner by all means available at law or in equity.

4. In addition to the restrictive covenants imposed hereby, all of the terms, provisions and conditions of the Declaration of Covenants, Conditions and Restrictions for Bald Head Island Harbour, recorded in Book 985, Page 384, Brunswick County Registry, and the corrections, supplements and amendments thereto, as the same may be further amended from time-to-time, remain in full force and effect and fully applicable to the property and Lots described herein.

WITNESS, that this Declaration of Restrictive Covenants is executed on behalf of Declarant by its authorized representative as of the day and year first above written.

BALD HEAD ISLAND LIMITED (SEAL)

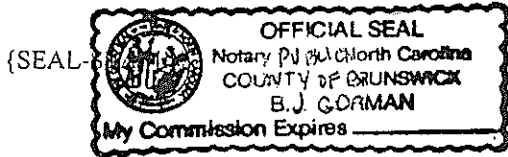
By:  (SEAL)
M. Kent Mitchell
Attorney in Fact

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 on behalf of the said Bald Head Island Limited, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds in the County of Brunswick, State of North Carolina, in Deed Book 1143 at Page 912, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney.

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

WITNESS my hand and official seal, this the 18th day of April, 2006.



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



Presenter Bald Head Island Ret: JS
5 Total 26.00 Rev _____ Int. JB
Ck \$ 51.00 Ck # 2072 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.

**AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS
FOR LOTS 1A AND 1B, BALD HEAD ISLAND HARBOUR
BALD HEAD ISLAND, NORTH CAROLINA**

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS FOR LOTS 1A AND 1B, BALD HEAD ISLAND HARBOUR, is made as of the 18th day of July, 2007, as follows:

WHEREAS, Bald Head Island Limited, LLC, a Texas limited liability company, is the successor to Bald Head Island Limited, developer and sole owner of that certain real property located in the Village of Bald Head Island and known as Lots 1A and 1B, Bald Head Island Harbour, Bald Head Island, Brunswick County, North Carolina (the "Property"); and,

WHEREAS, Bald Head Island Limited, as Declarant, has heretofore caused to be recorded in the records of the Brunswick County Registry in Book 2374, Page 294, a certain Declaration of Restrictive Covenants for the aforesaid Property, and has further caused to be recorded in said Registry in Map Cabinet 34, Instrument 513, a Plat of survey which sets out and describes, *inter alia*, the Property subject to said Declaration; and,

WHEREAS, the Declarant, with the joinder and consent of Bald Head Construction, Inc., sole owner of all of the Property depicted in the aforesaid Plat of survey, wishes to adjust the boundary line between Lots 1A and 1B, and has caused such adjustment to be replatted to reflect the new boundary line, which revised Plat of survey is recorded in Map Cabinet 42, Instrument 10, Brunswick County Registry; and,

WHEREAS, the Declarant, with the joinder and consent of the sole owner of the Property, Bald Head Construction, Inc., wishes to amend and restate the aforesaid Declaration of Restrictive Covenants with regard to the building and site restrictions applicable to the subject Property as shown on the aforesaid revised Plat, and by execution and recordation of this Amended and Restated Declaration of Restrictive Covenants the Declarant hereby declares that the terms, provisions and conditions of this Amended and Restated Declaration of Restrictive Covenants shall supercede and replace the Declaration of Protective Covenants recorded in Book 2374, Page 294, applicable to the property described herein and depicted on the said revised Plat;

NOW THEREFORE, the Declarant hereby declares that all of the property and Lots shown on the revised Plat shall hereafter be held, owned and conveyed subject to the provisions



of said Plat and this Amended and Restated Declaration of Restrictive Covenants, for the mutual benefit of the owners of the Revised Lots and their successors; that upon the recording of said revised Plat and this Amended and Restated Declaration, the previously recorded Declaration of Restrictive Covenants and Plat of survey of the property and Lots shall have no further force or effect; and that all conveyances of any interest in the property or Lots shall henceforth be made with reference to the revised Plat and this Amended and Restated Declaration of Restrictive Covenants, the contents of which shall run with the land, to wit:

1. The second and third stories and part of the ground floor of the dwellings to be constructed on Revised Lots 1A and 1B, as well as the crofters/garages for said Lots, shall be divided from each other by common shared walls located on the boundary line dividing said Revised Lots 1A and 1B, which walls shall be used and maintained as party walls forever, and if rebuilt, shall stand upon the same places and be of the same or similar materials and of the same proportions as the original walls. Any conveyance of Lot 1A Revised and/or Lot 1B Revised shall include and be subject to cross-easements between the owners of said Lots 1A Revised and 1B Revised for the construction, maintenance and repair of the aforesaid party walls, which cross-easements shall run with the title to both Lots.

2. There shall be constructed at ground level on Revised Lots 1A and 1B a shared front porch, shared entry area, and adjacent shared corridor, part of which shall be located upon Lot 1A Revised and part of which shall be located on Lot 1B Revised, extending across the boundary line dividing said Lots, all of which are shown as "shared areas" (shaded) on the "Ground Floor Plan" attached hereto and incorporated herein as Exhibit A. Each and every owner of Revised Lots 1A and 1B is hereby granted, jointly and severally, a perpetual right and easement to come upon, use, and enjoy the shared areas depicted on Exhibit A, to the exclusion of all persons other than the other owner(s) of Revised Lots 1A and 1B, their guests and invitees. To the extent that the shared areas are located upon either Lot 1A or 1B, the owner of the other Lot is hereby granted a perpetual, non-exclusive right and easement upon, over and across the Lot he does not own, for the limited purposes of and only as may be necessary for the owners, their guests and invitees to obtain access to and have the shared use and enjoyment of the shared areas shown on the attached Exhibit A.

3. The owners of Revised Lots 1A and 1B shall be jointly and equally responsible for maintaining the shared areas depicted on the attached Exhibit A, and for insuring them against hazards and for liabilities. All costs and expenses of insurance, maintenance, upkeep, repair, and replacement relating to or associated with the shared areas shall be borne and paid in equal shares, one-half (1/2) share per Lot, by the respective owners of Revised Lots 1A and 1B. In the event an owner of Revised Lot 1A or 1B does not receive contribution from the other owner for said owner's one-half (1/2) share of the costs of insurance, maintenance, upkeep, repair or replacement, the paying owner shall have the full right and authority to pursue contribution or reimbursement from the non-paying owner by all means available at law or in equity.

4. Each owner of Revised Lots 1A and 1B shall keep his or her Lot and the improvements located thereon in good repair and an aesthetically pleasing condition, and the owner of each said Lot hereby grants to the owner of the other Lot a perpetual right and easement to come upon the granting owner's lot for the purpose of engaging in such cleaning, decorating, repair and maintenance activities as may be necessary or desirable to comply with these restrictive covenants.



5. All of the terms, provisions, covenants and restrictions contained in this Amended and Restated Declaration of Restrictive Covenants may be enforced by the Owners of Revised Lots 1A and 1B, as well as by the Declarant, its successors and assigns.

6. In addition to the restrictive covenants imposed hereby, all of the terms, provisions and conditions of the Declaration of Covenants, Conditions and Restrictions for Bald Head Island Harbour, recorded in Book 985, Page 384, Brunswick County Registry, and the corrections, supplements and amendments thereto, as the same may be further amended from time-to-time, remain in full force and effect and fully applicable to the property and Lots described herein.

This Amended and Restated Declaration of Restrictive Covenants is executed on behalf of Declarant, as of the day and year first above written, by its duly authorized Manager.

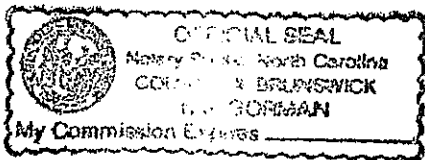
BALD HEAD ISLAND LIMITED, LLC
a Texas limited liability company

By: *M. Kent Mitchell* (SEAL)
M. Kent Mitchell
Manager

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, 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 *18th* day of *July*, 200*8*.



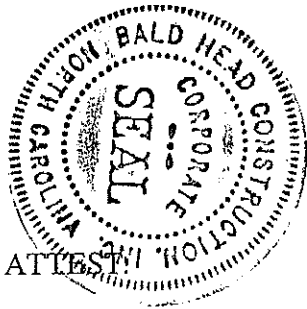
B. J. Gorman
Notary Public
My commission expires: *3/10/08*

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JOINER AND CONSENT FOLLOWS ON NEXT PAGE.



JOINDER AND CONSENT

The undersigned Bald Head Construction, Inc., a North Carolina corporation, being the sole owner of the real property and premises known as all of Lots 1A and 1B, Bald Head Island Harbour, Bald Head Island, North Carolina, pursuant to General Warranty Deed recorded the 6th day of July, 2006, in Deed Book 2424, Page 664, Brunswick County Registry, hereby acknowledges that it has reviewed the above Amended and Restated Declaration of Restrictive Covenants for said Lots 1A and 1B, ("Amended Declaration") and the Plat of Survey for Lots 1A Revised and 1B Revised, Bald Head Island Harbour, referenced therein, and by the signature of its duly authorized officer, joins in and consents to the contents of said Amended Declaration and Plat, for itself and its successors and assigns.



BALD HEAD CONSTRUCTION, INC.

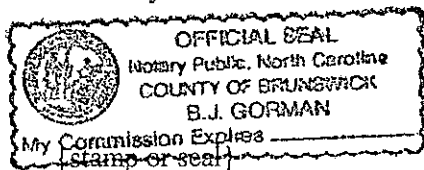
By: [Signature]
Its CHIEF EXECUTIVE OFFICER

By: [Signature]
Its Secretary

STATE OF NORTH CAROLINA
BRUNSWICK COUNTY

I, B. J. Gorman, a Notary Public for said County and State, do hereby certify that Judith A. Ward personally appeared before me this day and acknowledged that she is Secretary of Bald Head Construction, Inc., and that by authority duly given and as the act of Bald Head Construction, Inc., the foregoing instrument was signed in its name by its C.E.O. ~~President~~, sealed with its corporate seal and attested by her as its Secretary.

WITNESS my hand and official seal, this the 18th day of July, 2006.

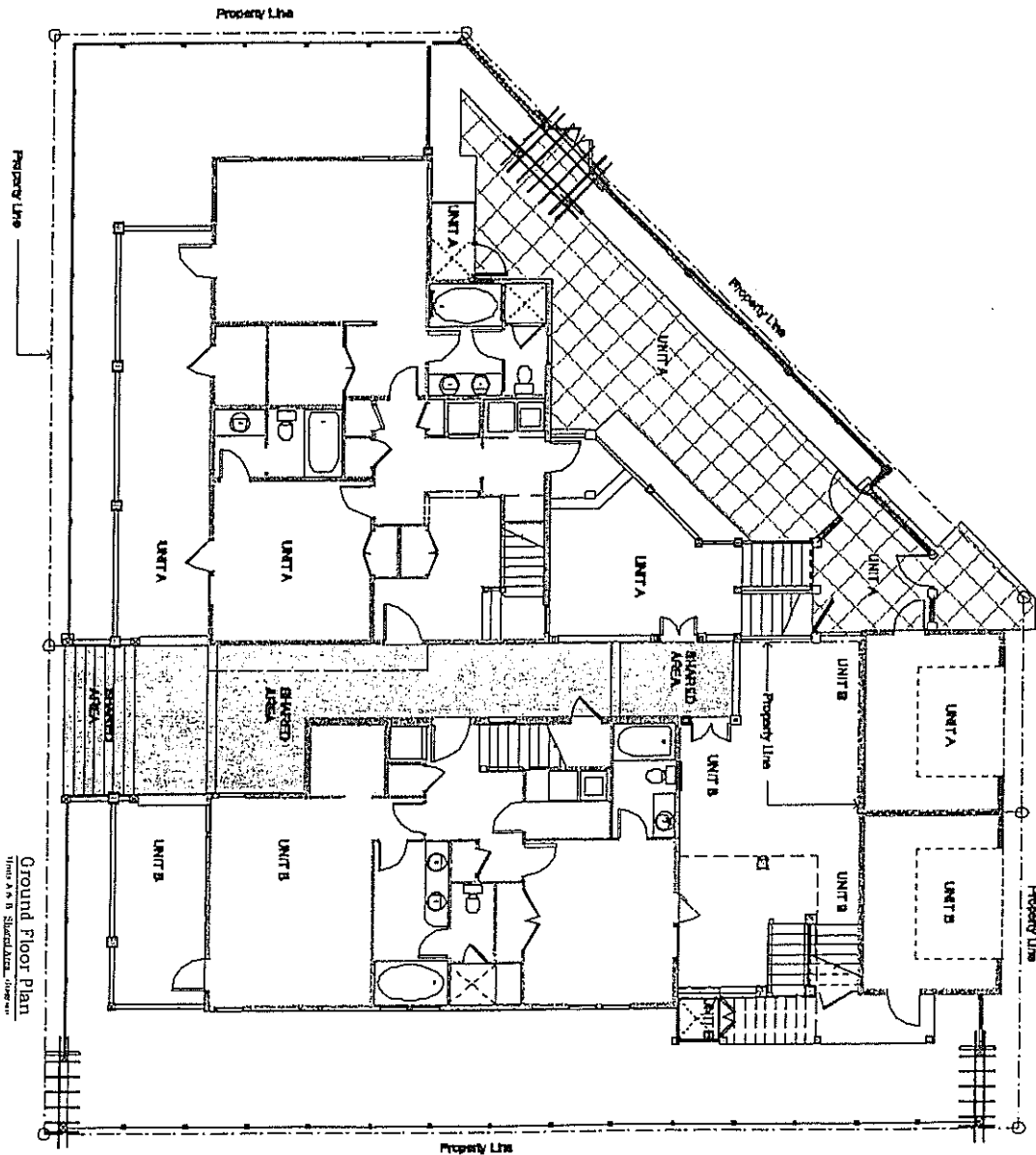


[Signature]
Notary Public
My commission expires: 3/10/08



EXHIBIT A

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR LAND DEVELOPMENT REGULATIONS.



Ground Floor Plan
 Project No. 07-31-2007

NO. OF	DATE	REVISION
1	9/23	

PLANNING	DATE
PLANNING	DATE