



Presenter Bald Head Island Ret: IS
 5 Total 26.00 Rev _____ Int. JTB
 Ck \$ 51.00 Ck # 2072 Cash \$ _____
 Refund: _____ Cash \$ _____ Finance _____
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 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.

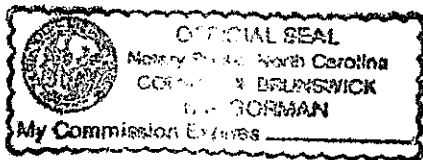
BALD HEAD ISLAND LIMITED, LLC
a Texas limited liability company

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*⁷.



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

THIS AREA INTENTIONALLY LEFT BLANK.
JOINER AND CONSENT FOLLOWS ON NEXT PAGE.

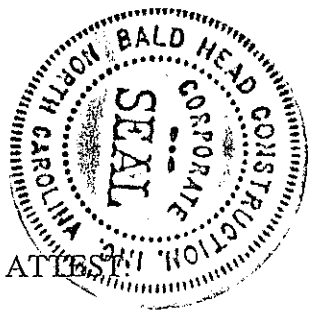


JOINDER AND CONSENT

The undersigned Bald Head Construction, Inc., a North Carolina corpotaion, 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

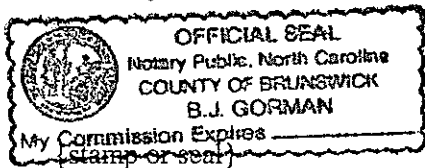


By: [Signature]
Its Secretary

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.

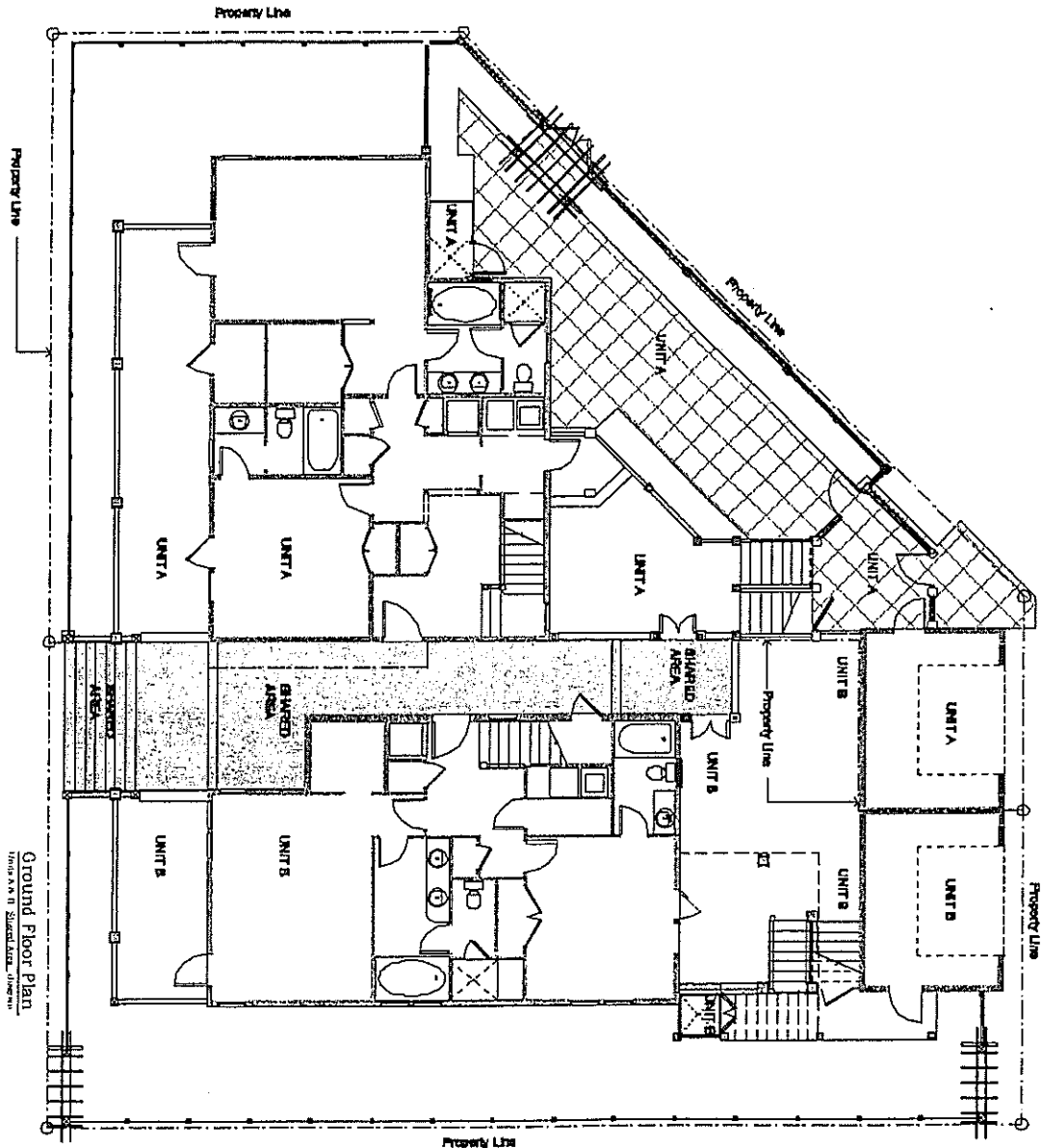


[Signature]
Notary Public
My commission expires: 3/10/08



EXHIBIT A

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



<p>Harbour Village Townhomes Harbor Village Lot 1</p>	<p>Scale: 1/8" = 1'-0"</p>	<p>DATE: 7/27/07</p>	<p>Prepared By: [Name]</p>	<p>Checked By: [Name]</p>	<p>Drawn By: [Name]</p>
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N.C. GRID NORTH, N.A.D. 1927
HORIZONTAL GROUND DISTANCES

LINE TABLE

LINE	LENGTH	BEARING
1	2.15	S32°00'47"E
2	2.15	N22°00'47"E

BAIRD HEAD ISLAND HARBOUR
MAP BOOK 1, PAGE 41

LOT 74

KEELSON ROW
40' RIGHT-OF-WAY

LOT 76

LOT 77

LOT 78

THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT THE BAIRD HEAD ISLAND HARBOUR SUBDIVISION IS A VALID AND LEGAL SUBDIVISION OF THE BAIRD HEAD ISLAND AND THAT THIS 1941 MAP ALLOTMENT IS IN FULL FORCE AND EFFECT.

OWNER'S SIGNATURE: John L. Galt
DATE: 1941

SECTION ONE REVISED
BAIRD HEAD ISLAND HARBOUR
MAP BOOK 2, PAGE 75



THE VILLAGE OF BAIRD HEAD ISLAND DOES HEREBY CERTIFY THAT THIS MAP HAS BEEN APPROVED FOR RECORDATION IN THE OFFICE OF THE RECORDER OF DEEDS FOR BRUNSWICK COUNTY, NORTH CAROLINA.

SIGNATURE: [Signature]
DATE: 23 Jan 2007

KEELSON SQUARE

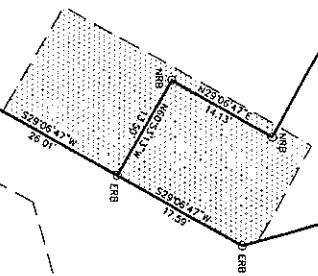
1. BAIRD HEAD SUBDIVISION, B.S. 1931, L-147, CONTAINS THAT THIS PLAT IS OF A SUBDIVISION OF LANDS AND CONVEYANCES TO THE TRUSTEES OF BAIRD HEAD ISLAND HARBOUR, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

2. John L. Galt 4/22/07

LEWARD COURT
50' RIGHT-OF-WAY

LOT 1A REVERSED
(VACANT LOT)
3142 SQ. FT.

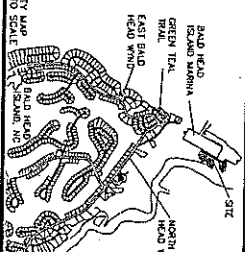
LOT 1B REVERSED
(VACANT LOT)
3282 SQ. FT.



SPRINGMAN'S ALLEY

SECTION ONE REVISED
BAIRD HEAD ISLAND HARBOUR
MAP BOOK 2, PAGE 75

LOT 6



NOTICE: I, John L. Galt, Surveyor, do hereby certify that this plat was drawn under my supervision and that I am a duly Licensed Surveyor in the State of North Carolina. I am a duly Licensed Surveyor in the State of North Carolina. My Commission Expires on 12/31/2008.

DATE: 1-21-07

LEGEND:

- EBR O EXISTING REAR (ROUND)
- NRBO NEW REAR (SET)

NOTES:

- THE PLATTED LOTS ARE IN FLOOD HAZARD ZONE "A", DATED 08-02-05.
- THE PLATTED LOTS ARE BASED ON LAND 1988.
- FOR UNIFORM BUILDING SETBACK LINES, SEE URBAN CO REPRESENTATIVE OUBUILDING AND PARKING AREAS SEE URBAN CODE.

OWNER: BAIRD HEAD ISLAND LIMITED
P.O. BOX 3069
BAIRD HEAD ISLAND, NC 28461

Phel of Survey of
MAP FROM LOTS 1A AND 1B SECTION ONE REVISED
BAIRD HEAD ISLAND HARBOUR SUBDIVISION, MAP BOOK 2
PAGE 75, BAIRD HEAD ISLAND, NORTH CAROLINA AND
EXISTING PHYSICAL EVIDENCE.

**WITHERS & RAVENEL -
BRUNSWICK SURVEYING**
1622 SUGAR HOLLOW RD., SW
WINNINGTON, NC 27511
TEL: 301-647-6382 FAX: 301-647-8019
WWW.WITHERSRAVENEL.COM

DATE: 9-23-06
SCALE: 1" = 10'
TOWNSHIP: SPRINGMAN
COUNTY: BRUNSWICK