



RET S. Darby
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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
LIGHTHOUSE LANDING
BALD HEAD ISLAND



THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this ____ day of _____, 2006 by the Lighthouse Landing Association on behalf of itself and all Owners of parcels or Lots described herein.

WITNESSETH

Whereas, Island Associates, Inc., the original developer of Lighthouse Landing caused that certain Declaration of Covenant, Condition and Restrictions for Lighthouse Landing Subdivision to be recorded in Deed Book 766 at Page 519 in the Brunswick County Registry.

Whereas, all of the property described on Exhibit A attached hereto was subsequently made subject to said declaration.

Whereas, Article XIII of said declaration provides that the declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Owners of Lots within Lighthouse Landing Subdivision.

Whereas, the requisite number of Owners have signed this amendment.

NOW, THEREFORE, IT IS DECLARED THAT ALL OF THE REAL PROPERTY DESCRIBED ON Exhibit A hereto shall be held, sold, transferred and conveyed subject to the following covenants, restrictions and easements, all of which are for the purpose of promoting a common scheme of development and enhancing and protecting the value, desirability and attractiveness of the real property comprising Lighthouse Landing. These covenants, restrictions and easements shall run with the land and shall be binding on all parties having or acquiring an interest in any of the real property described on Exhibit A or any part thereof and shall enure to the benefit of each Owner thereof.



Article I. Definitions:

1. "Association" shall mean and refer to Lighthouse Landing Association, a North Carolina nonprofit corporation, its successors and assigns.
2. "Board of Directors" or "Board" shall mean those persons elected or appointed and acting collectively as the directors of the Association.
3. "Boardwalk" shall mean and refer to those walkways constructed upon any part of the real property described in Exhibit A attached hereto which constitutes and is a part of the Lighthouse Landing subdivision; provided, however that Boardwalk shall not include any walkway or dock located within that "Boardwalk Easement" as shown on any of the property described on Exhibit A .
4. "Building" shall mean and refer to a structure constructed or erected on the property.
5. "Bylaws" shall mean the bylaws of the Association as they are now or shall hereafter exist.
6. "Common Areas" shall mean all real property (including the improvements thereto or thereon) owned by the Association from time to time and subject to this Declaration, for the common use and benefit of the Owners of Lots.
7. "Common Expense" shall mean and include (a) expenses of administration, maintenance, repair or replacement common areas, including boardwalks; (b) expenses of periodically painting the exterior of residences; (c) expenses declared to be common expenses under the provisions of this Declaration or the bylaws of the Association; (d) hazard, liability or such other insurance premiums as the Declaration or bylaws may require or the Association shall, from time to time, purchase; and (e) expenses agreed by the members to be common expenses of the Association.
8. "Common Profits" shall mean and refer to the balance of all income, rents, profits and revenues of the Association remaining after the deduction of common expenses or reserves therefore. Common Profits shall not mean or include any sums lawfully assessed against the members by the Association.



9. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions and all modifications and amendments hereto from time to time made and hereinafter provided.
10. "Declaration Restated" shall mean the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Bald Head Island Stage I recorded in the Brunswick County Registry as the same may be amended and supplemented from time to time.
11. "Limited Common Area" shall mean those common areas and facilities which are reserved for the use and benefit of a certain Lot or Lots to the exclusion of all other Lots as more specifically shown and designated on the map or maps of any and all phases of Lighthouse Landing.
12. "Lot" shall mean and refer to any of the parcels as shown on the recorded plats of Lighthouse Landing together with any building or structure built thereon.
13. "Member" shall mean and refer to every person who is a member of the Association.
14. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, including contract sellers but excluding those who have such interest merely as security for the performance of an obligation.
15. "Person" shall mean and refer to any individual, corporation, partnership, association, trustee or other legal entity.
16. "Property" shall mean all of the real property described in Exhibit A attached hereto and such additions thereto as may hereafter be brought into the jurisdiction of the Association as by annexation or expansion.
17. "Residence" shall mean any structure on any Lot which is intended for residential occupancy.

Article II. Property Rights:

1. Each Owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with title to every Lot subject to the following restrictions:



- (a) The right of the Association to limit the number of guests or members;
 - (b) The right of the Association, in accordance with its Articles and bylaws, to borrow money for the purpose of improving the common areas and facilities and securing payment thereof with title to the common areas and facilities;
 - (c) The right of the Association to suspend the voting rights and the right to use any facilities located upon the common area of any member or any person to whom he has delegated his voting right for any period during which any assessment against this Lot shall remain unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
 - (d) The right of the Association to formulate, publish and enforce rules and regulations and provided in Article X hereof.
2. **Delegation of Use:** Any Owner may delegate, in accordance with the bylaws, his right of enjoyment to the common area and facilities to the members of his family, his tenant or contract purchasers provided that such shall reside on the property.
3. The Owner of each Lot shall provide off-street parking space for his own vehicles and those of his guests, and the Association, in its discretion, may control or prohibit the use of common area to parking of private vehicles. The Owner shall be entitled to the right of ingress and egress to his Lot. No boats, trailers, campers or recreational vehicles shall be parked upon the common areas or rights of way of any public or private street in or adjacent to the property. All boats, trailers, campers or recreational vehicles shall be parked only in such areas designated for parking such vehicles and upon such terms and conditions as shall be established by the Board of Directors.
4. Each Lot shall constitute a residential building site and shall be used for residential purposes only. No Lot or group of Lots may be resubdivided so as to produce a greater number of Lots than shown on the aforementioned recorded map, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling



Article III. Membership:

Every person who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by covenants or record, to assessment by the Association, including contract sellers but excluding persons who hold an interest merely as security for the performance of an obligation, shall be a member both the Bald Head Stage I Association and of the Association. Ownership of such Lot shall be the sole qualification for such membership of any Lot. The Board of Directors may make reasonable rules regarding proof of Ownership.

Article IV. Covenant for Assessments:

1. Every Owner of any Lot, by acceptance of any deed therefore, whether or not it shall so express in such deed, is deemed to covenant and agrees to pay to the Association all annual assessments or charges and special assessments for capital improvements as such annual or special assessments shall be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Lot and improvements against which such assessment is made. Each such assessment, together with such interest and costs, and reasonable attorney's fees, shall also be a personal obligation of the person who was the Owner of the Lot at the time that the assessment fell due; however, the personal obligation of an Owner for delinquent assessment shall not be transferred to his successors in title unless expressly assumed by them and then only with the consent of the Association.

2. The assessments levied by the Association shall be used exclusively for promoting the recreation, health, safety and welfare of the residents and Owners of Lighthouse Landing, enforcing these covenants and the rules and regulations of the Association, periodically painting the residences, improving, maintaining and operating common areas, including roadways and Boardwalks, street signs and subdivision signs, street lighting, shrubbery, medians, piers, and any improvements situated thereon, and providing the services and facilities for purposes of and related



to the use and enjoyment of the common areas and facilities and for purposes of paying common expenses.

- (a) The monthly assessment shall be determined by the Board of Directors effective January 1 of each year without a vote of the membership and based upon an annual budget of expenditures for the authorized purposes including reasonable reserves for major replacements, and working capital; provided, however that in no event without a vote of the membership as set forth in subparagraph (b) below shall the monthly assessment exceed 1.2% of the assessed taxable value of each Lot as established from time to time by the Brunswick County Tax Collector's office (hereinafter referred to as the "maximum monthly assessment")
- (b) Should the Board of Directors determine that the monthly assessment should exceed the maximum monthly assessment provided in subparagraph (a) above, then the maximum monthly assessment may be increased only by an affirmative vote of not less than two-thirds (2/3) of the votes entitled to be cast by members in person or by proxy at a meeting called for such purpose. Written notice of such meeting shall be given by the Board of Directors to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting for the date, time place and purpose of the meeting. The provisions of this subparagraph shall not apply to nor be a limitation upon any changes in the assessments undertaken incident to merger or consolidation in which the Association is authorized to participate under the terms of its Articles of Incorporation.
- (c) In establishing the monthly assessments for any calendar year, the Board of Directors shall consider all current costs and expenses of the Association, any accrued debts and reserves for future needs, but it may not fix the annual assessment in an amount in excess of the sums derived by application of 1.2% of the assessed taxable value of each Lot and improvements as provided in subparagraph (a) above without the consent of members as required by subparagraph (b) above.

Article V. In addition to the assessments authorized above, the Association may levy, in any calendar year, a special assessment or assessments applicable to that year, only for the purpose of defraying, in whole or in part, the cost of construction or reconstruction, unexpected repair or



replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of not less than two-thirds (2/3) of the votes entitled to be cast of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which, setting forth the purpose of the meeting, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

1. Both monthly and special assessments shall be fixed at a uniform rate for all Lots on a per-Lot basis and may be collected monthly or in such periodic bases as shall be determined by the Board.
2. At the first meeting called as provided in paragraph 2 or 3 of this Article, the presence at the meeting of members or proxies entitled to cast sixty percent (60%) of all the votes entitled to be cast of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in paragraphs 2 and 3 and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting; however, no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
3. The Board of Directors shall fix the amount of the monthly assessment against each Lot at least thirty (30) days before January 1 of each calendar year. Written notice of the assessment shall be sent to every Owner subject thereto. The Association, upon demand at any time, shall furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessment on a specified Lot has been paid, a properly executed certificate of the Association as to the status of the assessments on a specific Lot shall be binding upon



the Association as of the date of its issuance. The Board of Directors shall determine whether such assessments shall be payable in monthly, semi-annual or annual payments and shall determine the duty or duties on which the same shall be payable. Any assessment or portion thereof which is not paid when due shall be delinquent. If the assessment or portion thereof is not paid within thirty (30) days after the due date, the same shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum. The association may bring an action against the Owner personally obligated to pay the same or foreclose the lien against the property and in either event interest costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common areas or abandonment of his Lot. Pursuant to North Carolina General Statutes 47F-3-116, any unpaid assessment shall constitute a lien on the Lot and shall have such priority and may be foreclosed upon pursuant to such statute.

4. The lien of the assessment provided for herein on any Lot shall be subordinate to the lien of any first mortgage or mortgages and any lien for assessments of the Bald Head Island Association on such Lot. Sale or transfer of any Lot shall not affect the assessment lien; however, sale or transfer of the Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Article V. Maintenance:



1. The Association shall maintain all common areas, including roadways, medians, plantings and shrubbery, boardwalks and walkways located thereon, street signs and subdivision signs, and lighting fixtures and shall pay all costs of operation thereof including premiums associated with general liability insurance insuring the Association from liability arising from Ownership and operation thereof.

2. In addition to the maintenance and repair of the common areas, the Association shall be responsible for and provide for the maintenance and replacement of all yards, trees, shrubs, grass and other landscaping on each Lot; for the periodic painting of the exterior and trim on all structures located on any Lots; and for the maintenance and repair all Boardwalks and driveways leading to each lot.

3. In order to enable the Association to accomplish the foregoing there is hereby reserved to the Association the right to unobstructed access over, on, upon, through and across each Lot and the structures and improvements thereon and its limited common area, if any, at all reasonable times to perform the maintenance and repair required under this Article.

4. In the event that any maintenance or repair of the Lot, and any structures and improvements thereon, is required to be done or performed as a result of the negligent or willful acts of the Owner, as determined by the Board of Directors of the Association, or the family, tenants, contract purchasers, guests or invitees of the Owner, or is caused by fire, wind, rain, blowing water, lightning, smoke or other hazard or casualty then, in the sole discretion of the Board of Directors the costs of such maintenance or repairs, not fully covered by insurance, may be levied as a special assessment against only the Lot sustaining such damage which the Owner shall pay to the Association within fifteen (15) days of the date of written notice to the Owner from the Association requesting such payment. Ordinary wear and tear is not contemplated as being within the coverage of this paragraph.



Article VI. Architectural Review Board Approval:

In order to maintain the simple uniformity of the Residences and the general ambience of Lighthouse Landing, no buildings, fences, walls, decks, patios, porches, satellite dishes, antennas, clotheslines or any structure or thing of any kind shall be commenced, erected, or maintained upon the property or any Lot, nor shall any exterior addition, change or alteration to any Lot, or any structure or improvement, thereon, be made, including without limitation exterior color, until such time as the Owner shall submit to the Association, or to an architectural review committee established by the Association, the plans and specifications showing the nature, kind, shape, style, height, materials and location on the Lot of any such proposed improvement to the Lot. Such plans and specifications shall conform to all requirements adopted by the Association in its rules and regulations existing from time to time relating to same. In the event the Association fails to approve or disapprove such design, location and other matters relating to such proposed improvements within thirty (30) days after the date of receipt by the Association of the plans and specifications such failure shall be deemed an approval of the plans and specifications by the Association; provided that the plans and specifications required to be submitted shall not be deemed to have been received if they contain erroneous data or fail to present accurate or adequate information upon which the Boards may arrive at a decision. The submission of such plans to the various Boards shall grant to those Board or members thereof the right, at their election, to enter upon any Lot during construction, erection or installation of improvements or alterations to inspect the work being undertaken in order to determine if such work is being performed in conformity with the approved plans and specifications and in a good and workmanlike manner; however, such right shall not imply any obligation by the Boards to conduct such inspections.

Article VII. Rules and Regulations:

1. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and



enjoyment of each Lot and common areas not inconsistent with the rules and regulations of the Bald Head Island Association. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors, shall be recorded in the Book of Resolutions which shall be maintained in a place convenient to the Owners and available to them for inspection during normal business hours.

2. Each Lot and the common areas and facilities shall be for the following uses and subject to the following restrictions in addition to those set forth in the bylaws:

- (a) All buildings and common areas and facilities shall be used for residential and related common purposes only. No Lot shall be subdivided. Each shall be used only as a single-family residence and for no other purpose.
- (b) Nothing shall be kept and no activities shall be carried on in any building or on any Lot or the common areas and facilities which shall increase the rate of insurance applicable to residential use for the property or the contents thereof. No Owner shall do or keep anything or permit or allow anything to be done or kept on his Lot or any improvements thereto in the common areas or facilities which will result in the cancellation of any insurance on any portion of the property or the contents thereof or which would be in violation of any law, ordinance or regulation. No waste shall be committed on any portion of the common areas or facilities.
- (c) No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof, and all valid laws, ordinances and regulations of any governmental agency having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the property shall be complied with by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portions of the property.
- (d) Nothing shall be done in or to any Lot or improvement thereto or upon any of the common areas or facilities which shall impair the structural integrity of any building, residence or portion of the common areas and facilities or which would impair or alter the exterior of any such improvement or portion thereof except in the manner as provided in this Declaration.

- (e) No industry, business, trade, occupation or profession of any kind, whether commercial or otherwise, shall be conducted, maintained or permitted on any of the property.
- (f) No Owner shall display or cause or allow to be displayed to public view any signs, placards, posters, billboards, or identifying name or number upon any home, building or any portion of the common areas and facilities except as may be allowed by the Association pursuant to its bylaws.
- (g) No person shall undertake, cause or allow any alterations or construction in or upon any portion of the common areas and facilities except as the direction of and with the express written consent of the Association.
- (h) No trailer, tent, shack, recreational vehicle, barn or other outbuilding shall be erected or placed upon any Lot or building site covered by these covenants without the approval of the Association.
- (i) No livestock, poultry or animals of any kind other than dogs, cats or other household pets shall be kept or maintained upon any part of the property. Further, no pet runs, cages or houses may be kept or maintained on any Lot or on the common area and all such dogs, cats or other household pets shall be kept within the confines of the improvements to any Lot.
- (j) The common areas, from the time of the conveyance to the Association, shall be the exclusive property of the Association and no Lot Owners of this subdivision shall have any right to use the common areas except in accordance with the bylaws, rules and regulations of the Association. Nothing contained in these restrictions shall prevent the Association from conveying title to the roadways in Lighthouse Landing to the Village of Bald Head Island upon such terms and obligations as the Board shall deem appropriate.
- (k) All telephone, electric and other utility lines and connections between the main utility lines located on common property and any improvement on any Lot shall be concealed or located underground so as not be visible.

Further, the Association reserves the right to subject real property in this subdivision to a contract with Carolina Power and & Light Company for the installation of underground electric cables, the

installation of street lighting, either or both of which may require an initial payment or a continuing monthly payment to Carolina Power & Light Company by the Owner of each building.

- (l) All personal property of the Owners, including yard furniture, firewood, bicycles, motorbikes, boats, beach furniture, toys, trash cans, and all other personal property, must be stored or kept concealed within the improvements to any Lot and no such item may be kept in the yard of any Lot, it being the desire of the Association to maintain the subdivision in an aesthetically pleasing manner, free of exterior storage and display of unsightly clutter and to ensure the continuing beauty and neatness of Lighthouse Landing.
- (m) No single family resident constructed on a Lot shall contain less than 1,700 square feet of interior living heated space.
- (n) No residence or other structure shall be constructed on a Lot without first complying with the provisions of Article VI of this Declaration.

The Board shall act as an adjudicatory panel which is specifically authorized, on behalf of the Association, to hold hearings after due notice relating to violation of rules or regulations of the Association, and to impose fines following said hearing, if it is determined that the rules or regulations have been violated, up to the maximum fine allowed by North Carolina General Statute 47F-3-107.1 as it may be amended from time to time. Any damages or fines so assessed by said adjudicatory panel shall be deemed assessments for all purposes, and may be collected as set out hereinbefore and in accordance with the provisions of North Carolina General Statutes.

Article VIII. Easements:

1. All the common areas and Lots shall be subject to a perpetual non-exclusive easement or easements in favor of all Owners of Lots for their use and the use of their immediate families, guests, invitees, tenants or lessees for all proper and normal purposes and for ingress, egress and regress and such easements for driveways, walkways, parking areas, water lines, sewer lines, storm drainage facilities, gas lines, telephone and electric power lines, television antenna lines, and other utilities as shall

be established prior to subjecting the property to this Declaration by the Declarant or as shall be subsequently made available to other areas of Bald Head Island for the use of the Owners, their families, guests and tenants; and the Association shall have the power and authority to create and establish in, over, upon and across the common area conveyed to it such further easements as are requisite for the convenient use and enjoyment of the property.

2. All Lots and the common areas shall be subject to easements for the encroachment of initial improvements constructed on adjacent Lots by the Declarant to the extent that such initial improvements actually encroach, including without limitation such items as overhanging eaves, gutters, downspouts, exterior storage rooms, walls, boardwalks or walkways, and docks. If any encroachment shall occur subsequent to subjecting the property to this Declaration as a result of settling or shifting any building or as a result of any permissible repair, construction, reconstruction or alteration, there is hereby created and shall be a valid easement for such encroachment and for the maintenance of the same.

3. Every Lot and improvement shall be subject to an easement of entry by the Association or its agents or employees for the purpose of correcting, repairing or alleviating any emergency condition which arises upon said Lot or within any such improvement which shall endanger any building or portion of the common areas.

4. Each Lot and residence shall be subject to an easement in favor of all other Owners, their immediate families, guests, invitees, tenants or lessees, on and over that area of the Owner's Lot upon which is constructed any walkway or boardwalk connecting the Owner's Lot to any and all other Lots or common boardwalks constructed upon Lots or common areas. There shall similarly be an easement over the same area of each Lot in favor of the Association for purposes of construction, maintenance, repair or replacement of the same.

Article IX. Rights of Institutional Lienholders:

1. Upon written request any institutional holder of a first lien on any Lot or residence would be entitled to the following:



- (a) To inspect the books and records of the Association during normal business hours;
 - (b) To receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year;
 - (c) To receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.
2. In the event of substantial damage to or destruction of any residence located on a Lot or any part of the common areas, the institutional holder of any first mortgage on such Lot shall be entitled to timely written notice of such damage or destruction if the same shall be requested, and the holder of any such first mortgage shall be given prompt notice of any default by the Lot mortgagor's obligations hereunder not cured within thirty (30) days for the said default.

Article X. Miscellaneous Provisions:

1. No Lot may be partitioned or subdivided.
2. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of his right to do so thereafter.
3. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner affect any other provision which shall remain in full force and effect.
4. The covenants, conditions and restrictions of this Declaration shall run with and bind the land to which it is applicable for a term of twenty (20) years from the date of recording in the Registry of this Declaration, shall thereafter automatically extend for successive period of ten (10) years under the present terms and conditions hereof unless amended and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot and their



respective heirs, successors and assigns. All present and future Owners, tenants and occupants of Lots and their guests, invitees or lessees shall be subject to and shall comply with the provisions of this Declaration and all amendments hereto. The acceptance of a deed of conveyance or the entering into occupancy of an Lot shall constitute an agreement that the provisions of this Declaration, and all amendments hereto, are accepted and ratified by such Owner, tenant or occupant of a Lot. Notwithstanding anything contained to the contrary elsewhere herein if the provisions set out above relating to the effective term of the binding effect of this Declaration shall be determined to violate the rule against perpetuities or any other statute or rule of law applicable in North Carolina, then, in such event, the effective period of this Declaration shall be automatically amended to comply with the maximum period allowed under such statute or rule of law.

This Declaration may be amended in the following manner:

(a) This Declaration may be amended by an instrument in recordable form setting forth such amendment signed by not less than two-thirds (2/3) of the Lot Owners which such amendment shall be effective when recorded in the Office of the Register of Deeds of Brunswick County, North Carolina; provided, however, no amendment shall be allowed that would eliminate the right and ability of the Association to levy and collect assessments or to pay for common expenses as hereinbefore provided.

(b) The Board of Directors of the Association may amend this Declaration without the consent of the Owners to correct any obvious errors or inconsistencies in drafting, typing or reproduction or to enable the Association to qualify as a nonprofit corporation for purposes of North Carolina revenue laws and the Internal Revenue Code of the United States of America. All amendments shall be certified as an official act of the Association by the Board and shall thereafter be recorded in the office of the Register of Deeds for Brunswick County and shall be effective upon recordation.



(c) The Board of Directors without the consent or approval of any Owner shall have the right, in addition to other rights contained in this Declaration to amend amend this Declaration to conform to the requirements of any law or regulation of any governmental agency having legal jurisdiction over the property.

(d) The Board of Directors may amend this Declaration as shall be necessary, in its opinion, and without the consent of any Owner to qualify the Association for a tax-exempt status. Such amendment shall become effective upon the date of its recordation in the office of the Register of Deeds for Brunswick County.

5. It shall be the duty and responsibility of the Owners of each Lot to maintain the Lot and residence located thereon to the same standard of maintenance as when the said residence was new, except for those duties and responsibilities hereinbefore assumed by the Association, and it shall be the duty of the Association to maintain the common areas to the same standard.
6. In the event that there shall be any irreconcilable conflicts between either this Declaration of the Association or the bylaws of the Association and the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bald Head Island, Phase I, or the bylaws of Bald Head Island Association, the provisions of this Declaration shall control. In the event of any irreconcilable conflict between this Declaration and the bylaws of the Association, the provisions of this Declaration shall control. In the event of any irreconcilable conflict between this Declaration or the bylaws the Association and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.
7. Any docks and piers which are subject to the jurisdiction of the Association shall not be assigned to any particular lot or lots in Lighthouse Landing. All use of such piers and docks shall be on a first come first serve basis of Owners in Lighthouse Landing subdivision.

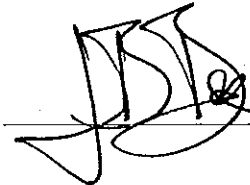


There shall not be any permanent dockage at any of such piers and docks and the same are intended for transient use only. The Board of Directors of the Association shall have the right to adopt such rules and regulations regulating the use of such docks and piers as it, in its sole discretion, deems advisable or necessary from time to time and Owners shall be bound by the same.

8. Notwithstanding anything contained to the contrary that may be contained elsewhere in this Declaration, the boardwalk located within the area shown on all recorded plat(s) of any phase and/or section of Lighthouse Landing as BOARDWALK EASEMENT is for the non-exclusive use of the Owners of Lots in the Lighthouse Landing subdivision and all other Owners of real property located on Bald Head Island shall also have the right of use of any boardwalk constructed within the said BOARDWALK EASEMENT area. Any part or portion of any wooden Boardwalks connected to an running off of the said boardwalk located with the BOARDWALK EASEMENT area, except such part or portion of any such Boardwalk located within the boundaries of a Lot, shall be common area subject to the control and jurisdiction of the Association and such rules and regulations affecting the use of same as may be adopted from time to time by the Association. No Owner of any Lot nor the Association shall have any right to regulate or control the use of any part of the boardwalk located within the said BOARDWALK EASEMENT area.
9. Access from the private road(s) shown on each recorded plat of and phase and/or section of Lighthouse Landing subdivision to each Lot is shown on each such recorded plat as limited common area and shall be for the exclusive use and benefit of the Lot for which each such limited common area provides such access. Notwithstanding its classification as limited common area, all such limited common areas shall be maintained and repaired by the Association under the same



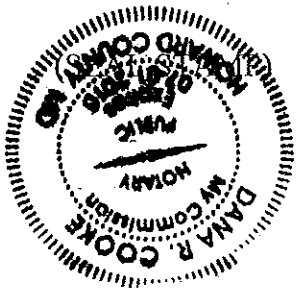
I, James B. Bourdon, Secretary of the Lighthouse Landing Association hereby certify that the signatures hereon constitute the signatures of eighty-seven percent (87%) of the Owners of Lots in Lighthouse Landing Subdivision.


James B. Bourdon

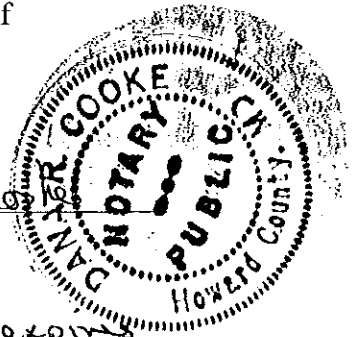
STATE OF MARYLAND
COUNTY OF Howard

I, Dana R. Cooke, a Notary Public in and for the State of Maryland and County of Brunswick, the aforesaid, do certify that **James B. Bourdon, Secretary of the Lighthouse Landing Association**, personally appeared before me this day and acknowledged the due execution of the foregoing document.

WITNESS my hand and official seal or stamp, this the 18th day of November, 2006.



Dana R. Cooke
Notary Public



My commission expires
July 1, 2010



EXHIBIT A

Being all of those certain tracts or parcels of land shown and described in the following documents and plats which have been duly recorded in the Office of the Register of Deeds for Brunswick County, North Carolina:

- Deed Book 766 at Page 519
- Deed Book 1068 at Page 124
- Deed Book 1075 at Page 377
- Deed Book 1081 at Page 365
- Deed Book 1195 at Page 163
- Deed Book 1122 at Page 288
- Deed Book 1132 at Page 1015

- Map Cabinet Z at Page 399
- Map Book 17 at Page 152
- Map Book 17 at Page 241
- Map Book 17 at Page 465
- Map Book 18 at Page 232
- Map Book 18 at Page 440