



Prepared by and return to: Charles D. Meier
MARSHALL, WILLIAMS & GORHAM, L.L.P.
430 Eastwood Road Suite 200
Wilmington, NC 28403-1851

STATE OF NORTH CAROLINA COUNTY OF BRUNSWICK		AGREEMENT
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This Agreement is made and entered into as of this 27 day of January 2022 by and between Harbour Association of Bald Head Island, a North Carolina non-profit corporation, P.O. Box 3069, Bald Head Island, NC 28461 ("Association") and Robert E. Zaytoun (married), 7700 Umstead Forest Drive, Raleigh, NC 27612 ("Owner").

WITNESSETH whereas the Association is the duly constituted owners' association for a development located in Brunswick County, North Carolina known as "Bald Head Island Harbour" as set forth in a Declaration recorded in Book 985, Page 384, Brunswick County Register of Deeds, as may have been amended thereafter;

Whereas Owner is the owner of Lot 13 of Bald Head Island Harbour, Plat Book S, Page 142, Brunswick County Register of Deeds ("Lot 13");

Whereas the Association is the owner of certain Common Elements described in a deed recorded in Book 1200, Page 45, Brunswick County Register of Deeds, and as shown on a Plat recorded in Map Book Z, Page 75, Brunswick County Register of Deeds ("Common Elements");

Whereas Owner has requested approval from the Association of a certain fence previously constructed by Owner, on the Common Elements behind Lot 13, along the bulkhead ("Fence");



Whereas Association has given its approval for said Fence but only on the conditions set forth in this Agreement;

NOW THEREFORE, the Owner and the Association agree as follows:

The Fence, previously erected, approximately 40 feet long and 3 feet high located on the Common Elements of the Association, along the bulkhead, behind Lot 13, is approved, subject to the terms and conditions below:

1. The Association shall have the right, but not the obligation, to inspect the Fence upon reasonable notice to Owner.
2. Owner shall be solely responsible to maintain, repair, and replace the Fence at his expense.
3. The Association shall have no duty or obligation to insure the Fence.
4. Owner shall indemnify and hold the Association and its Board of Directors harmless from any and all claims, costs, damages or expenses (including reasonable attorney's fees incurred to defend against them) made against the Association or its Board of Directors arising out of the Fence.
5. Should the subject Fence ever become a health or safety hazard, nuisance, or otherwise interferes with the quiet enjoyment of the other owners at Bald Head Island Harbour, or the Owner fails to maintain, repair, and replace the Fence as may be required, the Board of Directors may demand that the Owner remove the Fence and restore the property back to its original condition within ninety (90) days written notice from the Association. If Owner fails to do so, Association may remove the Fence upon reasonable written notice to Owner and assess the Owner for all such costs and expenses and/or proceed to fine the Owner in accordance with the provisions of the Declaration/By-Laws and/or seek injunctive relief to remove the Fence.
6. When Lot 13 is sold, the Owner shall remove the Fence unless the Association agrees in writing to allow it to remain. The Association must not unreasonably withhold its consent for the Owner to maintain the Fence on the Common Elements. Should the Association withhold its consent, Owner shall have ninety (90) days to remove the Fence from the date duly advised in writing by the Association. In such written notice, the Association shall articulate the specific grounds upon which the Association is denying its permission for the Owner to maintain the Fence on the Common Elements.
7. It is the intent of this Agreement that it run with the land and be binding upon the Owner, grantees, successors, and assigns.

In witness whereof, the parties execute this Agreement as of the date and year first above written.



Harbour Association of Bald Head Island

By: Sharon Beavers
President
Printed name: Sharon BeaversSTATE OF NORTH CAROLINA
COUNTY OF Brunswick

I, Christine Osborne, a Notary Public in and for the State and County aforesaid, do hereby certify that Sharon Beavers personally came before me this day and acknowledged that he/she is President of Harbour Association of Bald Head Island, a N.C. non-profit corporation and that he/she, as President, being authorized to do so, executed the foregoing on behalf of Harbour Association of Bald Head Island.

Witness my hand and notarial seal, this the 27 day of January 2022.CHRISTINE OSBORNE
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 02-10-24Christine Osborne
Notary PublicMy Commission expires: 02-10-24

(Notary Seal or Stamp)

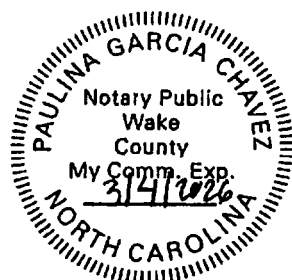



Robert E. Zaytoun

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Paulina Garcia Chavez, A Notary Public for Wake County,
North Carolina, do hereby certify that Robert E. Zaytoun personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 26th day of January, 2022.



(Notary Seal or Stamp)


Notary Public

My Commission Expires: March 4, 2024