

Submitted electronically by "St. Amand & Efird PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

Prepared by and after recording return to:

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3315 Springbank Lane, Suite 308
Charlotte, North Carolina 28226

STATE OF NORTH CAROLINA

**COUNTY OF WAKE
COUNTY OF HARNETT**

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
BELLEWOOD**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BELLEWOOD (this "Amendment") is made by **LENNAR CAROLINAS, LLC**, a Delaware limited liability company ("**Lennar**" or "**Declarant**") and is effective as of the time and date of recordation in the applicable Office of the Register of Deeds of Wake or Harnett County, North Carolina, as the case may be (the "**Wake Registry**" or the "**Harnett Registry**", as the case may be).

RECITALS

WHEREAS, Lennar is the "Declarant" for "Bellewood" as more particularly described in that certain Residential Declaration of Covenants, Conditions, and Restrictions for Bellewood recorded in the Wake Registry at Book 17584, Page 941 and in the Harnett Registry at Book 3738, Page 445 (as amended from time to time, the "**Declaration**");

WHEREAS, capitalized terms used and not defined in this Amendment shall have the same meaning as ascribed to such terms in the Declaration; and

WHEREAS, pursuant to Declarant's rights under the Declaration, Declarant herein exercises its unilateral right to amend the Declaration as herein provided.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. **Rental Restriction**. The term "six (6) months" as it appears from time to time in Section 9 of Article VIII of the Declaration (and in any of its subparts) is in each case deleted and replaced with the term "twelve (12) months"; the result being that the minimum duration of rentals in the Community, as restricted in that Article VIII, Section 9, is hereby revised.

2. **Trash.** Section 18(a) of Article VIII is hereby deleted and replaced with the below replacement language; the result being that notwithstanding the original restriction, garbage cans may be stored on the side of houses so long as they are screened from view in compliance with applicable Architectural Guidelines:

(a) Trash. No trash, rubbish, garbage, debris or waste material shall be kept or permitted upon any Lot or the Common Area, except in sanitary containers located in an appropriate area screened and concealed from view of neighboring Lots and streets, except on the day of collection when such containers may be moved on the Lot to the location designated for its collection. Trash cans and recycle bins must be stored in the garage or directly behind or on the side of the home and screened from neighbor's view in compliance with the Architectural Guidelines.

3. **Trampolines and Portable Goals.** Section 22 of Article VIII is hereby deleted and replaced with the below language; the result being that trampolines and portable goals (including basketball and soccer) are allowed subject to the same conditions and requirements as have always existed under Section 22:

Section 22. All swing sets, play structures, trampolines, goals (including soccer and basketball goals and including portable versions of the same), and similar equipment must be installed in locations that comply with the Rules and Regulations, and in any event the locations and extent thereof must be approved in writing by the Board or the ACC in accordance with the provisions of this Declaration and subject to terms and conditions from time to time established therefor. No metal swing sets shall be allowed.

4. **Partial Invalidity / Severability.** If any one or more of the provisions contained in this Amendment shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5. **Headings; Incorporation.** Section headings in this Amendment are used exclusively for ease of reference and for organization and shall have no substantive meaning or implied meaning for purposes of this Amendment. The terms and provisions in the Recitals are incorporated herein.

6. **Effect of Second Amendment.** Except as expressly amended herein the Declaration shall remain in full force and effect.

7. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which when taken together shall be construed as one document.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and year notarized below.

LENNAR CAROLINAS, LLC,
a Delaware limited liability company

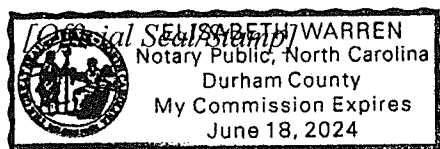
By: _____

_____, Vice President

STATE OF NORTH CAROLINA
COUNTY OF Wake

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Terry George:

Date: 2/3/2020



Elisabeth Warren

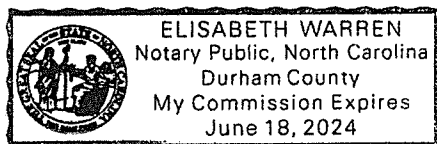
Official Signature of Notary Public

Elisabeth Warren, Notary Public,

Durham County, NC

Notary printed or typed name

My commission expires: June 18, 2024



[ASSOCIATION'S SIGNATURE FOLLOWS]

IN WITNESS WHEREOF, for avoidance of doubt the Association has executed this Amendment as of the day and year notarized below evincing proper and current adoption and acknowledgement of this Amendment (as/if required).

**BELLEWOOD HOMEOWNERS
ASSOCIATION, INC.,**
a North Carolina nonprofit corporation

By: Heather G. Gaster
Name: Heather G Gaster
Title: HOA Board President

STATE OF North Carolina

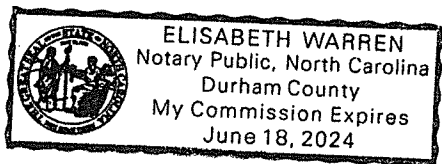
COUNTY OF Wake

I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document:

Heather G. Gaster
[Insert Name of Signatory]

Date: 2/3/2020

[Official Seal/Stamp]



Elisabeth Warren
Official Signature of Notary Public

Elisabeth Warren
Notary printed or typed name

My commission expires: June 18, 2024