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 Pitt County, NC
 Lisa P. Nichols REG OF DEEDS
 BK **3657** PG **866-869**

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 File: Colombo, Kitchin, Dunn, Ball & Porter, LLP
 1698 E. Arlington Blvd., Greenville, NC 27858

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS FOR BEL-MAR SUBDIVISION, SECTION II**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEL-MAR SUBDIVISION, SECTION II is made and entered into effective the 6th day of March, 2018, by and among MURPREY DEVELOPMENT, LLC, a North Carolina limited liability company (the "Declarant"); and BEL-MAR HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Bel-Mar Subdivision, Section II which is recorded in Book 2536, Page 12 of the Pitt County Registry (the "Declaration"); and

WHEREAS, Article IX, Section 3 of the Declaration states that Declarant may amend the Declaration without the consent or joinder of any owner or the Association so long as Declarant owns one or more lots in the subdivision; and

WHEREAS, Declarant owns more than fifty percent (50%) of the lots in the subdivision; and

WHEREAS, Declarant desires to make amendments to the Declaration as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as set forth below.

1. **Amendments to Declaration.** The following amendments shall be made to the Declaration:

(a) Section 2 of Article VIII of the Declaration is hereby deleted in its entirety and the following new Section 2 is inserted in its place:

“Section 2. Land Use and Building Types. The Property shall be known, described and restricted to residential purposes only. No structures shall be erected, placed or permitted to remain on any lot other than one single-family brick veneer, stone, cinder block or wood frame dwelling or a dwelling of composite construction containing some or all of the preceding types of construction (which may include an attached garage or carport for not more than three (3) cars) and one detached outbuilding to be constructed of the same types of materials used to construct the residential dwelling which is located on such lot; provided, however, that if the exterior of a residential dwelling is all brick, then such lot may have an outbuilding which is finished in siding to match the trim color of the brick dwelling. No structure of any type shall be started on any Lot until the plans of such structure and the plot plans showing the location of such structure have been approved in writing by the Declarant. Should the Declarant fail to give its written approval or disapproval within the thirty (30) days after the submission of such plans then, and in such event it shall be deemed to have approved same for the purpose of this Section 2.”

(b) Section 14 of Article VIII of the Declaration is hereby deleted in its entirety and the following new Section 14 is inserted in its place:

“Section 14. Fences. No fence over six (6) feet in height shall be constructed, built or erected on any lot, and all fencing permitted hereunder will be constructed, built or erected at least three (3) inches from the property lines of such lot, after having obtained written approval for same from Declarant or its designee. It is further provided that no fence of any kind shall be constructed on any lots on the Property closer to the front of any lot than half-way between the front and rear of the main dwelling constructed on said lot. Notwithstanding the foregoing, no wood fences are permitted, and any “chain link” style fence must be coated in black vinyl.”

2. **Miscellaneous.**

(a) **Successors, Heirs and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors, heirs and assigns in ownership.

(b) **Entire Agreement; Amendment; Termination; Severability.** This Agreement contains the entire agreement relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Agreement may not be amended orally but only by complying with the amendment provisions set forth in Section 3 of Article IX of the Declaration. Any alleged amendment or termination which is not so documented and recorded shall not be effective. This Agreement is intended to be

performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain between the parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

(c) **Due Execution; Authority; Binding Effect.** The undersigned hereby warrants and represents that (i) they have full right, power and authority to execute and deliver this Agreement on behalf of the party indicated, (ii) that this Agreement has been duly executed and delivered on behalf of the party indicated and (iii) this Agreement constitutes the valid and binding agreement of the party so indicated.

(d) **Definitions.** Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Declaration.

(e) **Ratification.** Except as amended hereby, the parties hereby ratify and affirm the terms of the Declaration.

IN WITNESS WHEREOF, the undersigned have duly executed this instrument as of the date and year first above written.

MURPHREY DEVELOPMENT, LLC

By: Edgar D. Murphrey, Jr.
Edgar D. Murphrey, Jr., Manager

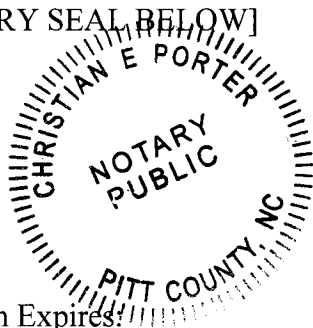
STATE OF NORTH CAROLINA

COUNTY OF PITT

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: EDGAR D. MURPHREY, JR., Manager of Murphrey Development, LLC

Witness my hand and Notary Seal this the 6th day of March, 2018.

[AFFIX NOTARY SEAL BELOW]



My Commission Expires:

2/6/2023

Notary's Signature: Christian E. Porter
Notary Print Name: Christian E. Porter
Notary Public

BEL-MAR HOMEOWNERS ASSOCIATION, INC.

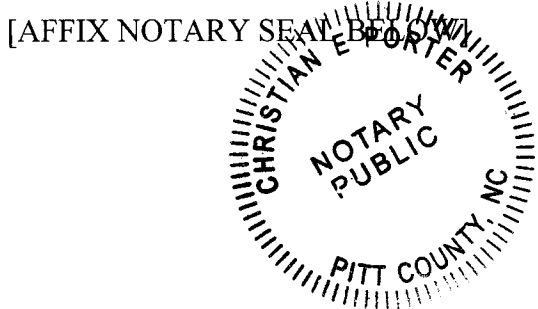
By: Edgar D. Murphrey, Jr.
Edgar D. Murphrey, Jr., President

STATE OF NORTH CAROLINA

COUNTY OF PITT

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: EDGAR D. MURPHREY, JR., President of Bel-Mar Homeowners Association, Inc.

Witness my hand and Notary Seal this the 6th day of March, 2018.



Notary's Signature: Christian E. Porter
Notary Print Name: Christian E. Porter
Notary Public

My Commission Expires:
2/6/2023