

Prepared by and return to:
Suzanne B. Allaire (Vault Box #123)
K&L Gates LLP
P.O. Box 17047
Raleigh, NC 27619

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**SECOND AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS FOR BELMONT**

THIS SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR BELMONT (this "Amendment") is effective as of the date of its recordation in the Office of the Register of Deeds for Wake County, North Carolina ("Amendment Effective Date") and is made by **BUFFALOE PARTNERS I LLC**, a North Carolina limited liability company ("Declarant").

Declarant is the Declarant under that certain Declaration of Protective Covenants for Belmont recorded on December 9, 2011, in Book 14571, Page 2528, Wake County Registry, as amended by that certain First Amendment to Declaration of Protective Covenants for Belmont recorded on June 1, 2012, in Book 14789, Page 1311, Wake County Registry (as amended, the "Declaration").

Article XV, Section 1 of the Declaration provides that Declarant, during the Development Period, may unilaterally, and in its sole discretion, without the consent, approval, or joinder of any Owner or the Association, amend the Declaration for any purpose that is not prohibited by the Act or other Legal Requirement. The Development Period has not expired and the Declarant now desires to amend the Declaration in certain respects as set forth herein.

NOW, THEREFORE, Declarant, by this Amendment, does hereby amend the Declaration as follows:

1. Defined Terms. All capitalized terms used herein, unless otherwise defined herein, shall have the meanings set forth in the Declaration.
2. Restrictions on Leasing of Dwellings. Section 17 of Article IX of the Declaration is hereby deleted in its entirety and replaced by the following:

“Section 17. Restrictions on Leasing of Dwellings. The following provisions are applicable to leasing of Dwellings other than Apartment Units (if any):

- (a) Any lease of a Dwelling must be in writing and executed by all parties to the lease.
- (b) The Owner of the Lot on which the Dwelling is located must provide a copy of the fully executed lease to the Board within five (5) days after the lease is executed. The copy may be provided to the Board by delivering the copy to the property manager for the Association.
- (c) The lease must provide that it is subject to all of the terms of the Declaration, but the lease shall be subject to all of the terms of the Declaration whether or not it so provides.
- (d) The lease must provide that rent due and payable under the lease is assigned to the Association during all periods of time that the Owner of the Lot on which the Dwelling is located is delinquent in the payment of any assessments under the Declaration.
- (e) Notwithstanding the foregoing, no Owner shall be permitted to lease or rent the Dwelling located on such Owner’s Lot for hotel or transient purposes. As used herein, the term “hotel or transient purposes” shall mean a lease of the Dwelling for a period of thirty (30) days or fewer.

In addition, Section 5.f. of Article X of the Declaration is hereby deleted in its entirety and replaced by the following:

- (f) Alienation. No rule shall prohibit leasing or transfer of any Dwelling, or require consent of the Association or Board for leasing or transfer of any Dwelling.

3. Motorized Vehicles; On-Street Parking. The following is hereby added at the end of Section 8 of Article IX of the Declaration:

Except as otherwise permitted under the Declaration, no boat, trailer, recreational vehicle, camper, camper truck or commercial vehicle (commercial vehicle being defined as a vehicle having advertising of the Owner's business or an employer's business shown thereon) shall be parked, stored or left (a) on any undesignated part of the Common Elements, (b) on any part of a Lot, (c) or otherwise within the Properties. As used herein, the term "commercial vehicle" shall mean any vehicle having advertising of the Owner's business or an employer's business shown thereon and/or equipment, tools, or tool racks attached or affixed to the vehicle. The term "commercial vehicle" shall exclude government-issued vehicles or automobiles of a type commonly used for family transportation notwithstanding that they may have commercial lettering or logos on their exteriors. The Board shall have the authority in its sole discretion to make final determinations as to whether a vehicle is a commercial vehicle on a case by case basis. This restriction shall not apply to sales trailers, construction trailers, or other vehicles which may be used by Declarant or a builder and their agents and contractors in the conduct of their business prior to the Declarant's and the builders' completion of sales of Lots or Dwellings, as applicable. No vehicle of any type which is abandoned or inoperative shall be stored or kept on any part of the Common Elements or on any Lot. No repairs to or maintenance of any automobile or other vehicle shall be made or performed on any driveway within the Properties, except in the case of emergency and except as may be permitted by the Restrictions and Rules.

To enhance the streetscape in the Properties, it shall be required that each Owner park its vehicles in the garage on the Lot whenever possible. All garages shall be used primarily for the storage of vehicles. No vehicles of any type shall be parked on any sidewalk, nor shall vehicles of any type be parked or stored on any part of a Lot other than in the garage or driveway of such Lot, excepting occasional overflow parking for guests or other reasonable purposes provided that no inconvenience is imposed on the Owners of other Lots.

Owners shall be subject to sanctions if the parking regulations are violated. Sanctions may include reasonable monetary fines not to exceed \$100.00 per day for each day more than five days after decision that the violation occurs and suspension of the right to vote and to use any facilities within the Common Elements after notice and opportunity for a hearing. In addition, the Association, through the Board, after notice to the Owner, shall have the right to exercise self-help to cure violations, including the towing of vehicles at the Owner's expense.

4. Effect of Amendment. The Declaration is hereby modified to the extent set forth herein, but only to the extent set forth herein. All provisions of the Declaration not modified by this Amendment shall remain in full force and effect in accordance with their original terms as set forth in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date set forth in the acknowledgement below.

DECLARANT:

BUFFALOE PARTNERS I LLC,
a North Carolina limited liability company

By: *Timothy R. Smith*
Name: Timothy R. Smith
Title: manager

Wake County, North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Timothy R. Smith

Date: March 27, 2017

My Commission Expires:

Aug. 3, 2021

Lauren L. Spirovich
Notary Public

Print Name: Lauren L. Spirovich

[Affix Notary Stamp or Seal]

