

BK 1969PG203

FOR REGISTRATION REGISTER OF DEEDS
Jennifer Leggett Whitehurst
Beaufort County, NC
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INSTRUMENT # 2018004478



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Prepared by and return to:
Weatherspoon & Voltz LLP
3605 Glenwood Avenue, Suite 480
Raleigh, NC 27612

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
MOSS LANDING HARBOR HOMES

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MOSS LANDING HARBOR HOMES ("Amendment") is made this 20 day of August, 2018, by BEACON STREET MOSS, LLC, a North Carolina limited liability company ("Declarant").

WITNESSETH:

THAT WHEREAS, Declarant is the developer of that certain residential community located in the City of Washington, Beaufort County, North Carolina known as Moss Landing Harbor Homes (the "Development"); and

WHEREAS, Declarant subjected the Development to that certain Declaration of Covenants, Conditions and Restrictions for Moss Landing Harbor Homes dated August 22, 2014 and recorded in Book 1852, Page 582, Beaufort County Registry (the "Declaration"); and

WHEREAS, pursuant to Article XII, Section 3 of the Declaration, for a period of ten (10) years after the recordation of the Declaration, the Declarant has the unilateral right to make any amendments or modifications to the Declaration which Declarant deems necessary or desirable; and

WHEREAS, Declarant desires to make and record this Amendment for the purpose of revising certain of the restrictions contained in Article VII, as set forth herein;

NOW, THEREFORE, in consideration of the premises and pursuant to Article XII, Section 3 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Residential Restrictions. Article VII, Section 1 of the Declaration is hereby deleted in its entirety and the following language is hereby inserted in replacement thereof:

“Section 1. Residential Restrictions. Each Residential Lot shall be used exclusively for single-family residential purposes; provided, however, Declarant shall have the right to use the Lots designated from time to time by Declarant for the purpose of construction and operation of construction offices and sales/marketing offices (and for related uses) for the Project. No trade, business or business activity of any kind shall be conducted upon a Residential Lot or any part thereof except by Declarant as described hereinabove or except with the written approval of the Board. Provided, however, the Board may permit a business or business activity to be conducted on a Residential Lot so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of this Declaration; does not create a disturbance; does not unduly increase traffic flow or parking congestion on the Property or in the Project; is not a mail order business; is incidental to the Residential Lot’s primary residential use; and is in compliance with all applicable laws. Furthermore, Owners who pursue such incidental occupational use of their Residential Lots shall have no employees, customers or clients at the Residential Lot and shall obtain prior approval from all authorities having jurisdiction over the use of the Residential Lot and the Dwelling Unit located thereon. The Board may issue rules regarding permitted business activities. Leasing of a residence on a Residential Lot shall not be considered a business or business activity.

Except those to be utilized by Declarant as described hereinabove, no structure shall be erected, placed, altered, used or permitted to remain on any Residential Lot other than one (1) single-family private Dwelling Unit of not less than 1,000 square feet of heated interior space and only such other accessory structures as are approved in advance in writing by the Architectural Control Committee pursuant to the Guidelines. Only Dwelling Units on the Residential Lots may be occupied for use as a residence. Dwelling Units shall be occupied by no more persons than the maximum permitted by law, and by no more than one household or housekeeping unit. Each lease relating to any Lot or any Improvements thereon (or any part of either thereof) must be in writing, and must provide that the tenant is obligated to observe and perform all of the terms and provisions hereof applicable to such Lot and/or Improvements.

Each Non-Residential Lot shall be used exclusively as a bath house, clubhouse, professional offices, parking area or other amenity use directly related to or in support of the nearby marina, or for another use approved by the Board or specified in the deed from Declarant conveying such Non-Residential Lot to a third party.”

2. Miscellaneous. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Declaration. To the extent of any inconsistency between the Declaration and this Amendment, the terms of this Amendment shall control.

[Signature page follows]

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by its duly authorized Manager as of the day and year first above written.

Beacon Street Moss, LLC,
a North Carolina limited liability company

By: Beacon Street Development Company, Inc.,
a North Carolina corporation, its Manager

By: James K. Wiley
James K. Wiley, President

State of North Carolina
County of Beaufort

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: James K. Wiley.

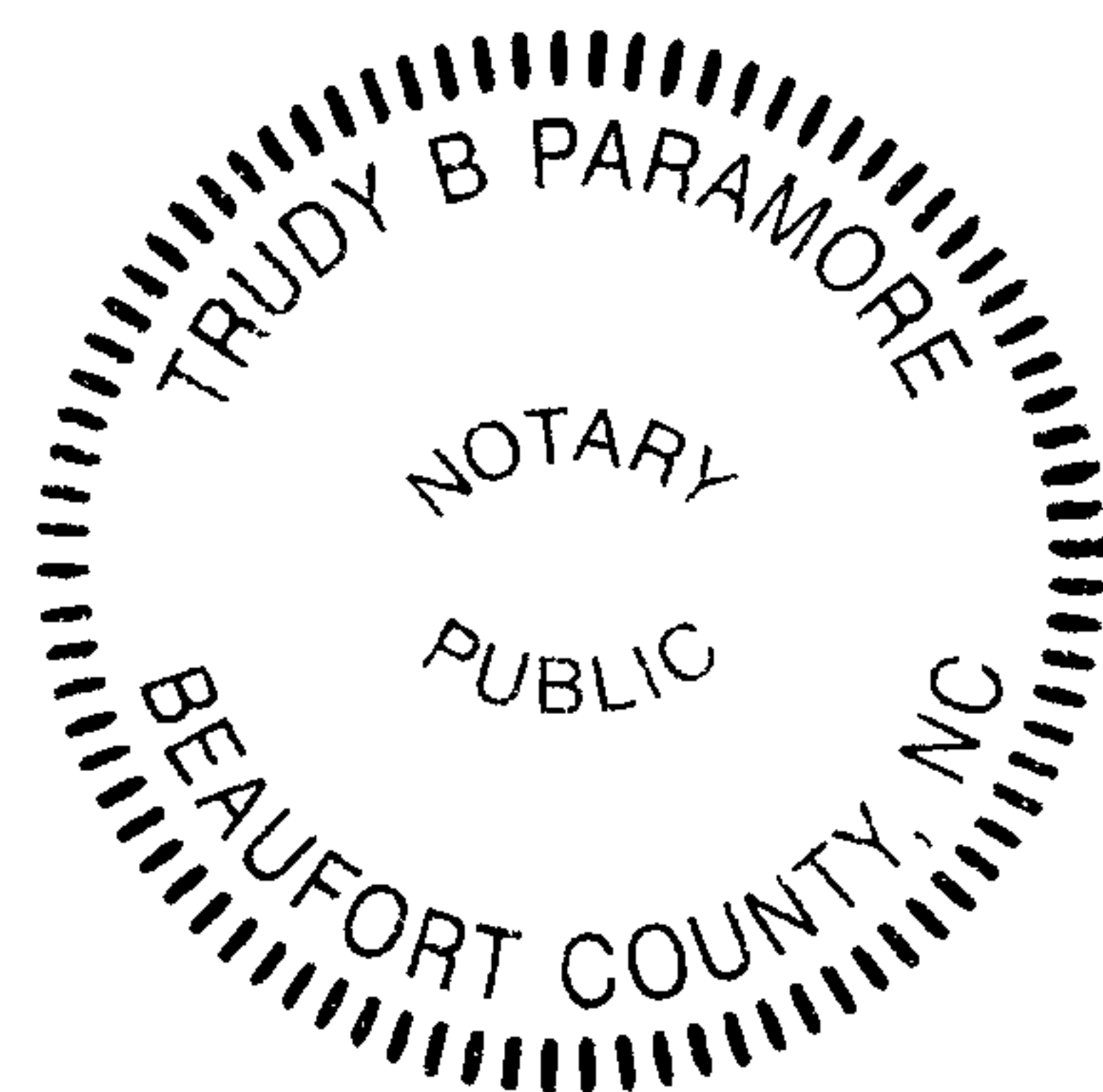
Date: 8-17-18

Trudy B. Paramore
Notary Public

Trudy B. Paramore
Printed Name

[official seal]

My commission expires: 6/25/23



Will Mayo Just