

FOR REGISTRATION REGISTER OF DEEDS
Jennifer Leggett Whitehurst
Beaufort County, NC
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Book 1860 Page 102-105
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INSTRUMENT # 2014005449



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Prepared by and return to: Christian E. Porter, Attorney
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1698 E. Arlington Blvd., Greenville, NC 27858

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BEAUFORT POINTE**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAUFORT POINTE is made and entered effective the 5th day of December, 2014, by BEAUFORT POINTE OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation (the "Association").

BACKGROUND

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Beaufort Pointe is recorded in Book 1534, Page 485, Beaufort County Registry, as supplemented by that Supplemental Declaration of Covenants Conditions and Restrictions for Beaufort Pointe, recorded in Book 1614, Page 710, Beaufort County Registry, and as amended by that Amendment to Declaration of Covenants, Conditions and Restrictions for Beaufort Pointe recorded in Book 1628, Page 473, Beaufort County Registry, and as further amended by that Amendment to Declaration of Restrictive and Protective Covenants for Beaufort Pointe Subdivision recorded in Book 1652, Page 589, Beaufort County Registry (said instrument as now amended and/or supplemented in accordance with its terms being herein referred to as the "Declaration"); and

WHEREAS, Section 17.2(b) of the Declaration provides that the "Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners representing 67% of the total

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votes in the Association, and the consent of the Declarant, so long as Declarant owns any Private Amenities or during the Development Period”; and

WHEREAS, the Owners of not less than sixty-seven percent (67%) of the Lots have voted to approve this Amendment (the “Consenting Owners”) and the votes approving the Amendment have been made a part of the minute book of the Association; and

WHEREAS, the Association has succeeded to all “Declarant Rights” pursuant to that certain Assignment of Declarant Rights recorded in Book 1779, Page 853 of the Beaufort County Registry; and

WHEREAS, as a result thereof, the Association has executed this Amendment in order to give record notice as required by Section 17.2(c) of the Declaration.

A M E N D M E N T

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Combination of Two Contiguous Lots. An Owner of two (2) contiguous Lots may combine them into a single Lot based upon the procedure set forth below.

a. An owner of two (2) contiguous Lots may combine the two Lots into one Lot by having a surveyor duly licensed in the State of North Carolina prepare a plat in recordable format which combines the previously subdivided Lots into one single Lot (the “Combined Lot”). The maximum allowable buildable area of the Combined Lot shall not exceed the maximum allowable buildable area of the two previously subdivided Lots and all easements and other matters related to the two previously subdivided Lots shall continue to apply to the Combined Lot.

b. The plat for the Combined Lot shall be approved by all applicable governmental agencies and then recorded in the Office of the Register of Deeds of Beaufort County.

c. Following recordation of the plat for the Combined Lot, the Owner shall execute and record in the Office of the Register of Deeds of Beaufort County an affidavit substantially in the form set forth on **Exhibit A** attached hereto (the “Recombination Affidavit”).

d. Following recordation of the Recombination Affidavit, the Owner of the Combined Lot shall pay Assessments to the Association for one (1) Lot (i.e., the Combined Lot) rather than paying Assessments on the two (2) previously subdivided Lots. In addition, the Owner of the Combined Lot shall have one (1) vote for the Combined Lot rather than the two (2) votes allocated to the two (2) previously subdivided Lots.

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

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3. Conflicting Provisions. In the event of any conflict or inconsistency between the terms of this Amendment and the Declaration, the terms of this Amendment shall prevail, and the term "Declaration" shall hereafter mean the Declaration as modified by this Amendment. Except as herein modified, all terms and provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect.

4. By executing this Amendment the Association hereby certifies and confirms that the Owners of not less than sixty-seven percent (67%) of the Lots have voted to approve this Amendment at a duly called meeting and the votes approving this Amendment have been made a part of the minute book of the Association. Accordingly, the Association certifies as to the validity of this Amendment as follows:

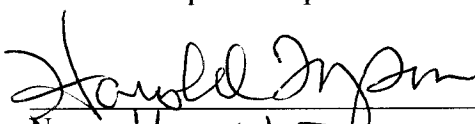
**CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BEAUFORT POINTE**

By authority of its Board of Directors, Beaufort Pointe Owners Association, Inc. hereby certifies that the foregoing instrument has been approved by a vote of the Owners of not less than sixty-seven percent (67%) of the Lots of Beaufort Pointe and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Beaufort Pointe.


IN WITNESS WHEREOF, the Association has caused this Amendment to Declaration of Covenants, Conditions and Restrictions for Beaufort Pointe to be executed, all as of the day and year first above written.

ASSOCIATION:

Beaufort Pointe Owners Association, Inc.
North Carolina non-profit corporation

By: 
Name: Harold Tyson
Title: President

ATTEST:


Name: Janice S. Lewis
Title: Secretary

STATE OF NORTH CAROLINA

COUNTY OF Beaufort

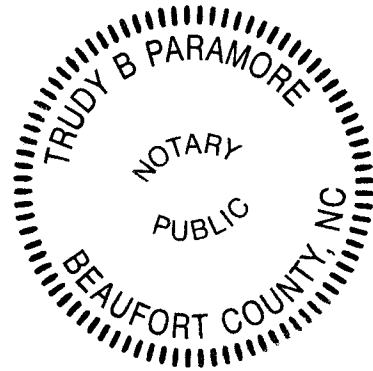
I, Trudy B. Paramore, a Notary Public of Beaufort County and State aforesaid, certify that Harold Tyson + Janice Lewis personally came before me this day and acknowledged that he/she is President of **BEAUFORT POINTE OWNERS ASSOCIATION, INC.**, a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, and attested by Janice Lewis as its Secretary.

WITNESS my hand and official stamp or seal, this 5th day of December, 2014.

Trudy B. Paramore
Notary Public

My Commission Expires: 5/27/18

[NOTARY SEAL]
#174368



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