

2
 Drafted By: George E. Hollodick
 Return To: Blanco Tackabery Combs & Matamoros, P.A. - BOX

06816

NORTH CAROLINA)

DAVIE COUNTY)

SECOND AMENDMENT TO
 DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDMENT to Declaration of Covenants, Conditions and Restrictions, made this the 3rd day of October, 2000, by Ramey Development Corporation, a North Carolina Corporation (the "Developer").

RECITALS:

A. Developer is developing an upscale residential community known as Bermuda Run West comprised of that certain real property shown on the maps recorded at Plat Book 7, Pages 37, 59, 60, 91 and 93, Davie County Registry (the "Property").

B. Developer has recorded a Declaration of Covenants, Conditions and Restrictions at Book 204, Page 573, as amended at Book 314, Page 150 (collectively, the "Declaration") imposing certain covenants, conditions, restrictions, easements, charges and liens against and for the benefit of the Property.

C. Pursuant to the Declaration, Developer, subject to the approval of WFBRCC, LLC, has full power to amend the Declaration.

D. Developer now desires to amend the Declaration.

Now therefore Developer hereby declares as follows:

1. The Declaration is hereby amended as follows:

- (a) The definition of *Guard Gate* is amended by deleting *Village Drive* and inserting in lieu thereof, *Orchard Park Drive*.
- (b) Article III, Section 5 is hereby amended by adding at the end of the second sentence: *;provided, however, in the event that the repair and maintenance of the Roads and Utilities shall become the obligation of the Town of Bermuda Run, each owner shall be responsible for any assessment in connection therewith as are imposed by the Town of Bermuda Run.*
- (c) Article III, is amended by adding:

Section 7. Conveyance to Town of Bermuda Run. *Nothing herein shall be deemed to prohibit Declarant, WFBRCC, or any Owner, from conveying any of the Guard Gate, Roads, Utilities and/or Postal Centers to the Town of Bermuda Run.*
- (d) Article IV, Section 2 is amended by adding at the end of the first sentence: *;provided, however, the Association shall have the right to convey all or any part of either the Postal Centers or the Common Area to the Town of Bermuda Run.* Article IV, Section 2 is further amended by deleting the

BTCM:132980.1

See Record Book 353 page 259 for
assignment of rights of this instrument.

second sentence.

- (e) Article VI, Section 1(b) is hereby amended and restated as follows:
 (b) *[Intentionally Deleted]*. Article VI, Section 1 is hereby further amended by deleting from the first sentence of the second paragraph *Guard Gate expenses*.
- (f) Article VI, Section 2(a) is hereby amended and restated as follows:
 (a) *The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and in particular for (i) (A) performing all landscaping maintenance on any Lot, including, without limitation, mowing, (B) the employment of attorneys to represent the Association when necessary, (C) general liability or other insurance deemed advisable by the Board of Directors, and (D) such other needs as may arise as reasonably determined by the Board of Directors, and (ii) to the extent not otherwise the obligation of the Town of Bermuda Run (A) the acquisition, improvement and maintenance of the Common Area, the maintenance of the Roads and the Utilities, including but not limited to, the cost of repairs, replacements, additions, cost of labor, equipment, materials, management, and supervision, (B) payment of taxes against the Common Area, (C) payment of assessments for public capital improvements to or for the benefit of the Common Area, (D) procurement and maintenance of casualty insurance related to the Common Area, Roads and Utilities, (E) leasing, maintaining street lights along the Roads, and (F) expenses incurred in maintaining and insuring the Postal Centers.*
- (g) Article VI, Section 3 is hereby amended by inserting at the beginning of this Section the following: *In the event the Board of Directors reasonably anticipates that the Association will incur any payment obligations in a fiscal year,*.
- (h) Article VI, Section 4 is hereby amended and restated as follows:
Section 4. Direct Payment of Expenses. In the event any expense incurred by the Association is solely in connection with or for the benefit of one or more Lots, the Association shall have the right to direct the applicable Owner(s) to pay her pro rata portion of such expense directly to the vendor; provided, however, if any such Owner(s) fails to make such payment directly to either the vendor or the Association within 30 days, the Association shall have the remedies set forth in Article VI, Section 9.
- (i) Article VII, Section 1(b) is hereby amended and restated in its entirety as follows:
 (b) *Minimum Square Footage. With respect to any Living Unit constructed on any Lot other than Lots 31 through 80 and 151 through 156, the minimum square footage of Living Area shall be as follows: 1900, with respect to a Living Unit which is part of a permitted multi-unit dwelling; 2000, with respect to a single story Living Unit; 2200, with respect to a 1 ½ story Living Unit; and 2400, with respect to a 2 story Living Unit. With respect to any Living Unit constructed on any of Lots 31 through 80 and 151 through 156, the minimum square footage of Living Area shall be as follows: 1600, with*

respect to a single story Living Unit; 1800, with respect to a 1 1/2 story Living Unit; and 2000, with respect to a 2 story Living Unit. All measurements shall be made to exterior walls with respect to heated living space.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect and unaffected hereby.

IN WITNESS WHEREOF, the Declarant has executed this Second Amendment by its duly authorized officer the day and year hereinabove first written.

Ramey Development Corporation,
a North Carolina Corporation

By: [Signature]
President

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

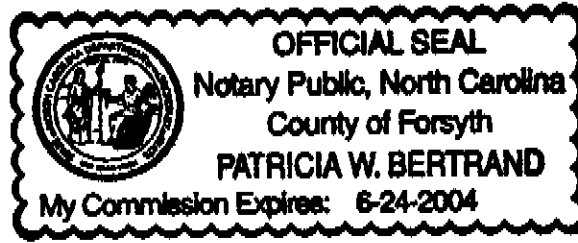
I, Patricia W. Bertrand a Notary Public of the County and State aforesaid, certify that James W. Armentrout personally appeared before me this day and acknowledged that (s)he is the vice President of Ramey Development Corporation, a North Carolina corporation, and that by authority duly given and as the act of the corporation, he executed the foregoing instrument on behalf of Ramey Development Corporation..

WITNESS my hand and Notarial Seal or Stamp, this the 3rd day of October, 2000.

[Signature]
Notary Public

My Commission Expires:

6/24/04
NOTARIAL SEAL/STAMP:



THE UNDERSIGNED HEREBY CONSENT TO THIS SECOND AMENDMENT

WFBRCC, LLC

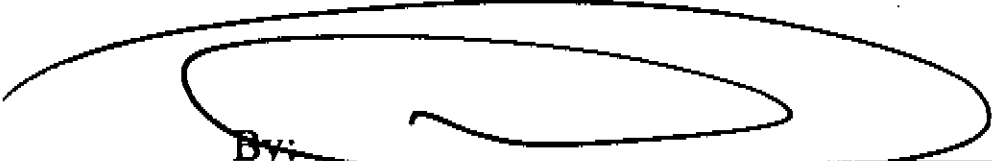
(SEAL)

By: Southeastern Hospitality Services, Inc., Manager

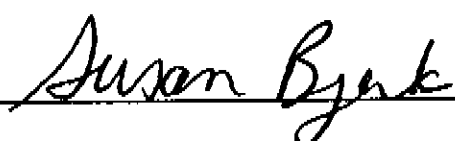
By:  _____
Vice President

BV WEST, LLC

(SEAL)

 _____
By: _____
Manager

DAVIE CONSTRUCTION COMPANY

By:  _____
Vice President

[SEE SEPARATE NOTARY PAGES]

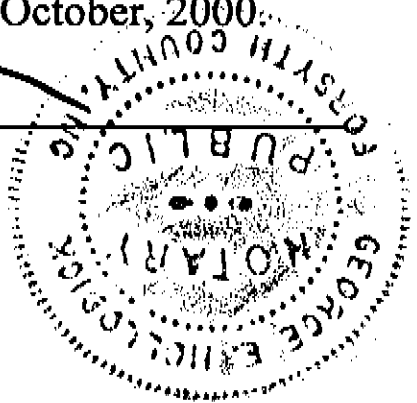
STATE OF NORTH CAROLINA

COUNTY OF Forsyth

I, George E. Holbrooks a Notary Public of the County and State aforesaid, certify that Don G. Small personally appeared before me this day and acknowledged that (s)he is President of Southeastern Hospitality Services, Inc., Manager of WFBRC, LLC and that by authority duly given and as the act of the corporation as Manager of WFBRC, LLC, the foregoing instrument was signed by him on behalf of WFBRC, LLC.

WITNESS my hand and Notarial Seal or Stamp, this the 3 day of October, 2000.

[Signature]
Notary Public



My Commission Expires:

8/10/04
NOTARIAL SEAL/STAMP:

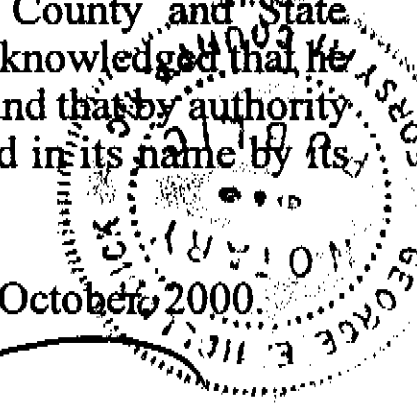
STATE OF NORTH CAROLINA

COUNTY OF Forsyth

I, George E. Holbrooks a Notary Public of the County and State aforesaid, certify that Don G. Small personally appeared before me this day and acknowledged that he is a Manager of BV WEST, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its Manager.

WITNESS my hand and Notarial Seal or Stamp, this the 3 day of October, 2000.

[Signature]
Notary Public



My Commission Expires:

8/10/04
NOTARIAL SEAL/STAMP:

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

I, George E. Hollodick a Notary Public of the County and State aforesaid, certify that Susan Bjerle personally appeared before me this day and acknowledged that (s)he is the Vice President of Davie Construction Company, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him on behalf of Davie Construction Company.

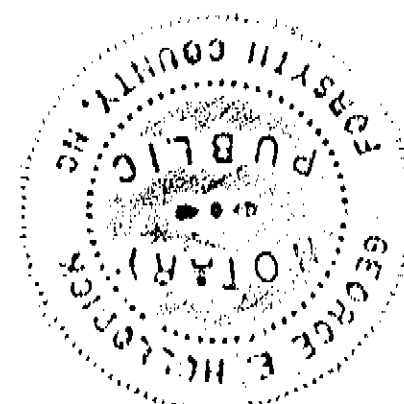
WITNESS my hand and Notarial Seal or Stamp, this the 3 day of October, 2000.

[Signature]
Notary Public

My Commission Expires:

8/10/04

NOTARIAL SEAL/STAMP:



NORTH CAROLINA, DAVIE COUNTY

The foregoing certificate (s) of Patricia W. Bertrand & George E. Hollodick

Notary Public (s) of Forsyth County

~~is~~ (are) certified to be correct. This instrument was presented for registration this 3 day of October 2000.

at 3:38 ~~PM~~ P.M., and duly recorded in the office of the register of Deeds of DAVIE COUNTY, North Carolina in Book 347

Page 558

This the 3 day of October, A. D., 2000

Henry L. Shore
REGISTER OF DEEDS

By: Carol J. Jonest
~~ASSISTANT~~ DEPUTY REGISTER OF DEEDS