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HOKE COUNTY, NC
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REGISTER
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JOP

Prepared By and Return To:
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Fayetteville, NC 28305

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BEDFORD COMMERCIAL**

(Part of the Bedford Community)

[Annexation of Bedford Commercial East]

**THIS SECOND AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEDFORD
COMMERCIAL** (this "Amendment") is executed by **H&M Bedford LLC**, a Delaware
limited liability company ("Declarant").

In addition, **Great Oaks Property Holdings, LLC**, a North Carolina limited
liability company ("Great Oaks"), and **Pelican Property Holdings, LLC**, a North
Carolina limited liability company ("Pelican"), join in the execution hereof, for the
reasons stated herein.

WITNESSETH:

WHEREAS, Declarant previously executed that certain Declaration of Covenants,
Conditions and Restrictions for Bedford Commercial West which was recorded in Book
1195, Page 257, Hoke County, NC Registry, as amended by First Amendment recorded
in Book 1217, Page 1024 (together, the "Declaration");

WHEREAS, the Declaration applies to the commercial portion of the Bedford
planned community (on the western side of Bedford Drive), as shown on plat recorded in

Plat Cabinet 4, Slide 4-99, Map 001, aforesaid Registry (the "Commercial Subdivision");

WHEREAS, pursuant to rights reserved in the Declaration, the Declarant desires to annex additional land into the Commercial Subdivision, said additional land (the "Additional Land") being described as "Lot 1", "Lot 2", "Lot 3", "Lot 4", "Lot 5", "Future Development – 6.327 Ac.", "Gridley Lane – 30' Private Drive", and "Stormwater Pond Area", all as shown on that certain plat entitled "Bedford Commercial East", said plat having been duly recorded in Book 4112, Page 08, aforesaid Registry (the "Plat");

WHEREAS, in addition, pursuant to rights reserved in the Declaration, the Declarant desires to make such complementary additions and/ or modifications of the covenants and restrictions contained therein with respect to the Additional Land, as well as to make other modifications;

WHEREAS, the Additional Land is collectively owned by Declarant, Great Oaks and Pelican;

WHEREAS, Great Oaks and Pelican have agreed to join in this Amendment so that all owners of the Additional Land are made a party hereto;

WHEREAS, the parties hereto hereby agree as follows:

NOW, THEREFORE, pursuant to authority contained within Article III, Section 2 and Article XI of the Declaration (as well as pursuant to rights as may be found elsewhere in the Declaration); and in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration as follows:

1. The above recitals are hereby incorporated herein by reference;
2. The Additional Land is hereby annexed into the Commercial Subdivision; and the Commercial Subdivision shall be subject to all restrictions and obligations set forth in the Declaration, and shall also benefit from all easements and other rights set forth therein;
3. The following complementary additions and/ or modifications of the covenants and restrictions set forth in the Declaration are hereby set forth with respect to the Additional Land:
 - a. "Gridley Lane", a 30' private roadway, as shown on the Plat, is hereby declared to be included in the definition of "Common Properties" or "Common Areas."

b. "Stormwater Pond Area", as shown on the Plat, is hereby declared to be included in the definition of "Limited Common Area", and such shall be limited common area exclusively shared by Lots 1, 2, 3, and 4. In addition, subject to contingencies in the engineering and future development of the Additional Land, such may also be a limited common area for Lot 5 and the "Future Development – 6.327 Ac." Lot, as the case may be.

In addition, for clarification purposes, Article IV, Section 6 of the Declaration is hereby amended such that any reference to Limited Common Area therein shall additionally include the lots and/ or property referenced in this Section 3.b., as contextually appropriate.

c. The maximum built-upon area ("BUA") per Lot, in square feet, is as listed below:

| <u>Lot #</u> | <u>BUA</u> |
|--------------------|------------|
| 1-4 | 47,323sf |
| 5 | 74,289 |
| Future Development | 148,578 |

3. For clarification purposes, the Declarant hereby amends the Declaration such that the Commercial Subdivision shall henceforth be known as "BEDFORD COMMERCIAL" (and there shall no longer be any distinction between "West" and "East");
4. Great Oaks and Pelican hereby join in this Amendment, as additional owners of the Additional Property, it being their intent to subject the Additional Land to the terms of the Declaration (and to consent to the annexation of the Additional Land into the Commercial Subdivision and all other provisions set forth herein);
5. Except as modified hereinabove, the Declaration shall remain in full force and effect; and the terms and conditions of the Declaration are hereby ratified and reaffirmed in their entirety. All capitalized terms used herein, which are not expressly defined herein, shall have the meanings attributed to them in the Declaration.

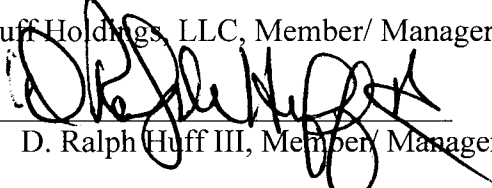
**[The Remainder of This Page Intentionally Left Blank;
Signature Page Attached Hereto]**

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment as of the date set forth in the below notary acknowledgments, with the latter of such dates to comprise the effective date hereof.

DECLARANT:

H&M Bedford LLC

By: Ralph Huff Holdings, LLC, Member/ Manager

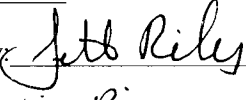
By: 
D. Ralph Huff III, Member/ Manager

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person personally appeared before me this day, each acknowledging to me that he signed the foregoing document for the purpose stated therein and in the capacity indicated: D. Ralph Huff III, as Member/ Manager of Ralph Huff Holdings, LLC, a North Carolina limited liability company, said company acting in its capacity as Member/ Manager of H&M Bedford LLC, a Delaware limited liability company.

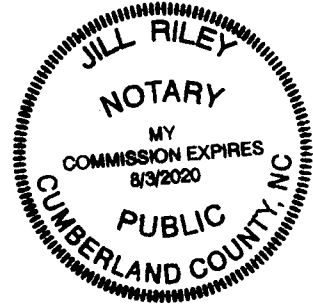
Date: 23 May 2018

Official Signature of Notary: 

Notary's Printed Name: Jill Riley

My commission expires: 8-3-2020

[Affix Notary Seal or Stamp]



Great Oaks Property Holdings, LLC

By: Robert J. Williams V
Robert J. Williams V, President

STATE OF NORTH CAROLINA

COUNTY OF Cumberland

I certify that the following person personally appeared before me this day, each acknowledging to me that he signed the foregoing document for the purpose stated therein and in the capacity indicated: Robert J. Williams V, in his capacity as President of Great Oaks Property Holdings, LLC, a North Carolina limited liability company.

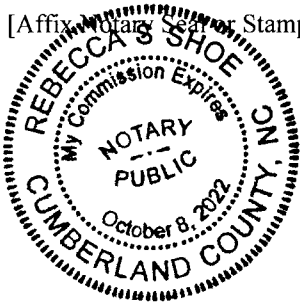
Date: 30 May 2018

Official Signature of Notary: Rebecca S. Shoe

Notary's Printed Name: Rebecca S. Shoe

My commission expires: 8 Oct 2022

[Affix Notary Seal, Stamp]



Pelican Property Holdings, LLC

By: Sharlene R. Williams
Sharlene R. Williams, as Trustee of the
Sharlene R. Williams Revocable Trust u/a/d
7/23/2002, as amended from time to time, its
Member/ Manager

STATE OF NORTH CAROLINA

COUNTY OF Cumberland

I certify that the following person personally appeared before me this day, each acknowledging to me that he signed the foregoing document for the purpose stated therein and in the capacity indicated: Sharlene R. Williams, as Trustee of the Sharlene R. Williams Revocable Trust u/a/d 7/23/2002, as amended from time to time, said Trust acting in its capacity as Member/ Manager of Pelican Property Holdings, LLC, a North Carolina limited liability company.

Date: 30 May 2018

Official Signature of Notary: Rebecca S. Shoe

Notary's Printed Name: Rebecca S. Shoe

My commission expires: 8 Oct 2022

[Affix Notary Seal or Stamp]

