

Prepared by and after recording return to:

Kent Davis Jones, Esquire  
Redding Jones, PLLC  
2907 Providence Road, Suite A303  
Charlotte, NC 28211

STATE OF NORTH CAROLINA  
  
COUNTY OF CALDWELL

SUPPLEMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR  
THE WATERFRONT CLUB

**THIS SUPPLEMENT** to the Declaration of Covenants, Conditions and Restrictions for The Waterfront Club (this "**Supplement**"), dated December 10, 2018, is made by **CALDWELL TIMBER PARTNERS, LLC**, a Colorado limited liability company ("**Declarant**").

#### **Background Statement**

A. The Declarant has previously made, executed and recorded the Declaration of Covenants, Conditions and Restrictions for The Waterfront Club (hereinafter "**Declaration**") on June 19, 2018 in Book 1943, Page 1088 in the Caldwell County Public Registry, wherein Declarant set out certain covenants and restrictions of certain real property located in Caldwell County, North Carolina ("**Initial Property**"), which Declaration has been amended and supplemented from time to time.

B. In Article 10 Section 3: Additional Property, the Declaration provides that the Declarant shall have the unilateral right, privilege, and option from time to time, to subject to the provisions of the Declaration, as amended from time to time, such portions of the Additional Property described in Exhibit B to the Declaration, as amended, as the Declarant may desire in order to accomplish the goals set forth in the Declaration.

**NOW, THEREFORE**, for and in consideration of the foregoing promises and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby states as follows:

1. **Annexation.** The Additional Property which is more particularly described on **Exhibit A** attached hereto and made a part hereof is now hereby subjected to the provisions and effect of the Declaration, as amended, and the jurisdiction of the Association, as provided for in Article 10 of the Declaration.

2. **Waterfront Lots.** The following Lots shown on the Plat described on **Exhibit A** are Waterfront Lots for all purposes of the Declaration, including but not limited to, the requirements of Section 4.3.1(C) of the Declaration:

Waterfront Lots:      Lots 91 through 107, inclusive.  
                                      Lots 115 through 130, inclusive.

2. **Incorporation: Ratification:** Except as supplemented as set forth herein, the terms and provisions of the Declaration, as amended from time to time, shall continue in fully force and effect and are hereby ratified and affirmed by the Declarant.

3. **Covenants Running with the Land: Binding Nature:** This Supplement and the Declaration, as amended from time to time, and the rights and obligations thereunder, shall run with title to the Initial Property, and the newly annexed Additional Property and shall be appurtenant thereto, and shall bind and inure to the benefit of the Declarant and subsequent owners of the property, and their respective heirs, successors and assigns.

4. **Governing Law.** This Supplement shall be construed under and enforceable in accordance with the laws of the State of North Carolina.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the Declarant has caused this Supplement to be duly executed as of the date set forth above.

**DECLARANT:**

**CALDWELL TIMBER PARTNERS,  
LLC,**  
a Colorado limited liability company

By: [Signature]  
Name: Aaron M. Patsch  
Title: Authorized Representative

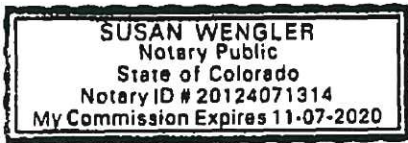
STATE OF Colorado  
COUNTY OF Denver

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Aaron M. Patsch

December  
~~October~~ 10, 2018

[Signature]  
(Official Signature of Notary)

Susan Wengler, Notary Public  
Notary's printed or typed name



SEAL

Nov. 7, 2020  
My Commission Expires



**Exhibit "A"**

**Additional Property**

The Property that is hereby subjected to this Supplement is all of the real property located in Caldwell County, North Carolina and more particularly described as follows:

BEING ALL of the real property, including platted lots, common open space, common space or similar, equestrian space and all roads, paths, driveways and other access areas located in Phase II of The Waterfront Club Subdivision as shown on a plat thereof recorded in Map Book 34, Page 227, of the Office of the Register of Deeds for Caldwell County, North Carolina.

TOGETHER WITH ALL of the real property, including platted lots, common open space, common space or similar, equestrian space and all roads, paths, driveways and other access areas located in Phase I-B of The Waterfront Club Subdivision as shown on a plat thereof recorded in Map Book 34, Page 228, of the Office of the Register of Deeds for Caldwell County, North Carolina.

**STATE OF NORTH CAROLINA**

**COUNTY OF CALDWELL**

**SECOND AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE WATERFRONT CLUB**

This **SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WATERFRONT CLUB** (the "Amendment"), made this 20 day of JULY, 2018, by **CALDWELL TIMBER PARTNERS, LLC**, a Colorado limited liability company ("Declarant"). Unless otherwise noted, all defined terms shall have the meaning ascribed in the Declaration (as defined below).

**RECITALS**

**WHEREAS**, on June 19, 2018, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for The Waterfront Club in Book 1943 at Page 1088 in the Caldwell County, North Carolina, Public Registry (the "Registry"), as amended by that Amendment to Declaration of Covenants, Conditions and Restrictions for The Waterfront Club recorded on June 22, 2018 in Book 1943 at Page 1578 in the Registry (collectively, the "Declaration"); and

**WHEREAS**, Declarant has determined to amend the lot numbers for Waterfront and Non-Waterfront lots originally set forth in Section 4.3.1.C. of the Declaration; and

**Prepared by and when recorded return to:**

**Redding Jones, PLLC  
2907 Providence Road, Suite A303  
Charlotte, NC 28211**

**WHEREAS**, Declarant has determined to amend Steps 1 and 2 of the Architectural Review Approval Process originally set forth in Section III of the Waterfront Club Homeowner's Association Architectural Guidelines, attached to the Declaration as Exhibit D; and

**WHEREAS**, Section 10.9 of the Declaration provides that the Declaration may be amended by the Declarant at any time during the Declarant Control Period and the Declarant Control Period is still in full force and effect.

**NOW, THEREFORE**, in consideration of the recitals set forth above (which, by this reference, are incorporated into the operable and enforceable provisions of this Amendment), the mutual agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant agrees that the Declaration shall be amended as follows:

1. Section 4.3.1.C. of the Declaration is hereby deleted in its entirety and replaced with the following:

"C. On each Parcel, there may be constructed one primary Dwelling; which shall not be less than 1,600 square feet of heated floor area for Waterfront lots 17-26, 45-59, and 61 and 1,400 square feet of heated floor area for Non-Waterfront water lots 1, 10-16, 27-44, 62-76, 89, and 90, exclusive of garage, carport, unheated storage areas and non-living space for dwelling. The exterior finish, materials and other building standards shall be subject to approval by ARC and the building and construction guidelines promulgated hereunder, as the same may be amended in accordance with Article V below. No Dwelling may be constructed unless the Owner of a Parcel has complied with the provisions of Article V of this Declaration and received approval of the ARC."

2. Step 1 of the Architectural Review Approval Process of the Waterfront Club Homeowner's Association Architectural Guidelines is hereby deleted in its entirety and replaced with the following:

**"Step 1- Design and Construction Document Approval**

Submit the following to the ARC:

- A complete set of house plans (blue-prints). An electronic copy is preferred. Such plans shall include, at a minimum, the following information:
  - (a) Front, rear and side elevation drawings, showing roof pitch;
  - (b) Depictions of the use of exterior materials on the home;
  - (c) Floor plans with Square foot calculations.

- An overhead site plan detailing the location of the home and the location of items, such as driveway, well pump, septic area, outbuilding, landscaping, lighting, tree removal, etc.
- A complete preliminary design checklist (Form 1).
- A check for \$1,500.00 payable to WCHOA for the Surety Deposit, of which up to \$1,500.00 is refundable upon meeting all ARC requirements, subject to deduction under Step 3 below.
- A second check for \$150.00 (non-refundable) payable to WCHOA for the review and document approval process. In the event that of any of the above reference design and construction documents are deemed incomplete, insufficient, or unsatisfactory by the ARC, a subsequent non-refundable fee of \$75.00 will be assessed for each additional review required by the ARC.

The ARC will notify you via email and/or mail of ARC construction document of approval. Unless earlier approval is given, no work is allowed during the 30-day period that ARC has to review the plans.

The ARC may request additional samples, pictures or drawings for the approval process.”

3. Step 2 of the Architectural Review Approval Process of the Waterfront Club Homeowner’s Association Architectural Guidelines is hereby deleted in its entirety and replaced with the following:

**“Step 2: Stake out**

“The lot shall be flagged for clearing and the house shall be staked on the lot. The area of the parking pad and driveway should also be flagged. Only trees within the flagged areas are approved for removal. The removal of trees outside the flagged areas, without prior approval, is a violation. This violation can result in a fine and require the replacement of the trees removed. Owner is responsible for notifying the ARC in writing once the area to be cleared has been flagged. The ARC will make every effort to review as soon as possible, but shall have fourteen (14) days to review and respond in writing. No clearing shall begin until permission to clear is granted in writing by the ARC.”

4. Unless expressly amended herein, all terms and provisions of the Declaration shall remain in full force and effect. This Amendment shall be governed by the laws of the State of North Carolina.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURES ON FOLLOWING PAGES]**



**IN WITNESS WHEREOF**, the undersigned Declarant has caused this instrument to be executed by and its seal to be hereunto affixed, all of the day and year first above written.

DECLARANT:

**CALDWELL TIMBER PARTNERS, LLC,**  
A Colorado limited liability company

By: [Signature] (SEAL)  
Name: Aaron M. Patsch, Authorized Representative

STATE OF Colorado

COUNTY OF Denver

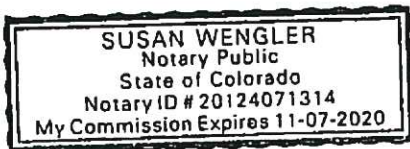
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **AARON M. PATSCH**, Authorized Representative.

Date: July 20, 2018

[Signature]  
Printed or Typed Name: Susan Wengler  
Notary Public

My commission expires: Nov. 7, 2020

[Official Stamp/Seal]





**STATE OF NORTH CAROLINA**

**COUNTY OF CALDWELL**

**AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE WATERFRONT CLUB**

This **AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WATERFRONT CLUB** (the "Amendment"), made this 21<sup>st</sup> day of JUNE, 2018, by **CALDWELL TIMBER PARTNERS, LLC**, a Colorado limited liability company ("Declarant"). Unless otherwise noted, all defined terms shall have the meaning ascribed in the Declaration (as defined below).

**RECITALS**

**WHEREAS**, on June 19, 2018, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for The Waterfront Club in Book 1943 at Page 1088 in the Caldwell County, North Carolina, Public Registry (the "Declaration"); and

**WHEREAS**, Declarant has determined to allow rentals of a Dwelling located on a Parcel for periods of time shorter than the rental restrictions originally set forth in Section 15.7 of the Declaration; and

**WHEREAS**, Section 10.9 of the Declaration provides that the Declaration may be amended by the Declarant at any time during the Declarant Control Period and the Declarant Control Period is still in full force and effect.

**Prepared by and when recorded return to:**

**Redding Jones, PLLC  
2907 Providence Road, Suite A303  
Charlotte, NC 28211**

**NOW, THEREFORE**, in consideration of the recitals set forth above (which, by this reference, are incorporated into the operable and enforceable provisions of this Amendment), the mutual agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant agrees that the Declaration shall be amended as follows:

1. Section 15.7 of the Declaration is hereby deleted in its entirety and replaced with the following:

“15.7. Sale or Lease. In the event an Owner sells or leases such Owner's Parcel, the Owner shall give to the Association, in writing, prior to the effective date of such sale or lease, the name of the purchaser or lessee of the Parcel and such other information as the Association may reasonably require. Upon acquisition of a Parcel, each new Owner or Lessee shall give the Association, in writing, the name and mailing address of the Owner or Lessee and such other information as the board may reasonably request. Provided, however, that no Dwelling shall be occupied by a Tenant but pursuant to a written Lease, a copy of which has been approved by the Declarant or the Board. Any such Lease shall include provisions requiring the Tenant to abide and be bound by the Governing Documents, and the Owner shall not be relieved of such Owner's responsibilities under the governing documents. An Owner may not lease an unimproved Parcel. The Board may adopt Rules and Regulations further regulating the leasing of Parcels.”

2. Unless expressly amended herein, all terms and provisions of the Declaration shall remain in full force and effect. This Amendment shall be governed by the laws of the State of North Carolina.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURES ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be executed by and its seal to be hereunto affixed, all of the day and year first above written.

DECLARANT:

CALDWELL TIMBER PARTNERS, LLC,  
A Colorado limited liability company

By: [Signature] (SEAL)  
Name: Aaron M. Patsch, Authorized Representative

STATE OF Colorado

COUNTY OF Denver

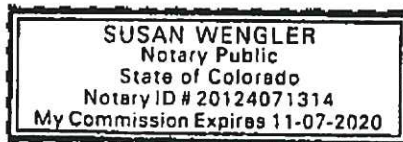
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: AARON M. PATSCH, Authorized Representative.

Date: 6/21/18

[Signature]  
Printed or Typed Name: Susan Wengler  
Notary Public

My commission expires: Nov. 7, 2020

[Official Stamp/Seal]



CONSENT OF ARBORONE ACA

ArborOne ACA joins in the execution of this Amendment for the purpose of acknowledging and agreeing that the lien of the Deed of Trust recorded in Book 1890, Page 1207 in the Caldwell County Public Registry (the "Deed of Trust") is and shall be subject and subordinate to the terms of the Declaration, as amended by this Amendment, with respect to all portions of the Property subject to such Deed of Trust, such that, upon any foreclosure or deed or other proceeding in lieu of foreclosure of said Deed of Trust, the Declaration, as amended, shall remain in full force and effect with respect to all such portions of the Property described therein.

IN WITNESS WHEREOF, ArborOne ACA, by its authorized officer has caused this Consent to be executed this 21<sup>st</sup> day of June, 2018, evidencing its consent to the terms hereof.

ArborOne ACA

By: Charles R. Vernon, Jr.  
Name: Charles R. Vernon, Jr.  
Title: Vice President

STATE OF South ~~NORTH~~ CAROLINA )  
COUNTY OF Florence )

I certify that the following person(s) 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: Charles R. Vernon, Jr.

Dated this 21<sup>st</sup> day of June, 2018.



Kimberly Valborough  
Kimberly Valborough, Notary Public  
[Type/Print Name of Notary]

My Commission Expires: 04-27-2026

STATE OF NORTH CAROLINA

COUNTY OF CALDWELL

**FOURTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE WATERFRONT CLUB**

This **FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WATERFRONT CLUB** (the "Amendment"), made this 8 day of FEBRUARY, 2024, by **CALDWELL TIMBER PARTNERS, LLC**, a Colorado limited liability company ("Declarant"). Unless otherwise noted, all defined terms shall have the meaning ascribed in the Declaration (as defined below).

**RECITALS**

**WHEREAS**, on June 19, 2018, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for The Waterfront Club in Book 1943 at Page 1088 in the Caldwell County, North Carolina, Public Registry (the "Registry"), as amended by: (i) that certain Amendment to Declaration of Covenants, Conditions and Restrictions for The Waterfront Club recorded on June 22, 2018 in Book 1943 at Page 1578 in the Registry; (ii) that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Waterfront Club recorded on July 25, 2018 in Book 1945 at Page 1391 in the Registry; and (iii) that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for The Waterfront Club recorded on November 4, 2020 in Book 2003 at Page 395 in the Registry (collectively, the "Declaration"); and

**WHEREAS**, Declarant desires to further clarify and amend certain terms of the Declaration and the Architectural Guidelines; and

Prepared by and when recorded return to:

Kent D. Jones, Esq.  
301 S. College St. Suite 3500  
Charlotte, NC 28202

Submitted electronically by "Womble Bond Dickinson (US) LLP" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Caldwell County Register of Deeds.

**WHEREAS**, Declarant desires to amend the Bylaws of the association to remove the requirement that all meetings of the Association must occur in Mecklenburg County, North Carolina; and

**WHEREAS**, Section 10.9 of the Declaration provides that the Declaration may be amended by the Declarant at any time during the Declarant Control Period and the Declarant Control Period is still in full force and effect.

**NOW, THEREFORE**, in consideration of the recitals set forth above (which, by this reference, are incorporated into the operable and enforceable provisions of this Amendment), the mutual agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant agrees that the Declaration shall be amended as follows:

1. Section 4.3.1.C. Section 4.3.1.C of the Declaration is hereby deleted in its entirety and replaced with the following:

“C. On each Parcel, there may be constructed one primary Dwelling; which shall not be less than 1,600 square feet of heated floor area for Waterfront lots 17-26, 45-59, 61, 91-107 and 115-130 and 1,400 square feet of heated floor area for Non-Waterfront water lots 1-16, 27-44, 62-91, 108-114, 131-178, 189-209 and 249-264 exclusive of garage, unheated storage areas and non-living space for dwelling. The exterior finish, materials and other building standards shall be subject to approval by ARC and the building and construction guidelines promulgated hereunder, as the same may be amended in accordance with Article V below. No Dwelling may be constructed unless the Owner of a Parcel has complied with the provisions of Article V of this Declaration and received approval of the ARC.”

2. Section 4.3.1.D. Section 4.3.1.D of the Declaration is hereby deleted in its entirety and replaced with the following:

“D. No detached building (including garages) shall be erected, constructed or placed on any lot, until its construction plans and specifications showing proposed design, type of construction, materials and site location have been submitted to and approved. Construction of a detached building shall not start unless and until construction of the primary residence on a Lot has commenced or has been completed. Further the structure must be of permanent construction and have a like exterior and be in architectural keeping with the main dwelling. Prefabricated buildings are strictly prohibited. If the detached building is being used as a garage, it shall contain at least two (2) standard size parking spaces usable for parking vehicles. All garages must have electric door openers and garage doors shall be maintained in useful condition and shall be kept closed when not in use. No carports will be permitted.

No more than one open air living space will be permitted on a lot. Any open air living space shall be constructed in the same manner of the primary dwelling with regard to siding, style and roof color. Prior to construction plans and specifications showing proposed design, type of construction, materials and site location have been submitted to and approved.”

3. Section 4.3.25. Section 4.3.25 of the Declaration is hereby deleted in its entirety and replaced with the following:



“4.3.25. *Golf Carts and other Motorized Vehicles.* Owners shall be permitted to use golf carts and two (2) or four (4) person four-wheel side by side vehicles, on the Common Drives and Common Area. The use of such allowed vehicles and shall be restricted to electric and gas golf carts and allowed side-by-side vehicles which produce a minimal amount of noise. The use of all such golf carts and side -by-side vehicles allowed hereunder shall otherwise comply with all traffic and safety rules for the Community as may be promulgated by the Association from time to time.”

4. Section 5.4.1. Section 5.4.1 of the Declaration incorrectly indicated that the Architectural Guidelines were attached to the Declaration as Exhibit B. The Architectural Guidelines are attached to the Declaration as Exhibit D.
5. Architectural Guidelines. The following changes are made to the Architectural Guidelines:

- (a) Under Section I) of the Architectural Guidelines, the sentence reading:

**“It is mandatory to contact the ARC prior to beginning any construction, improvements, major landscaping, brush hogging, or tree removal.”**

Is hereby replaced with the following:

**“It is mandatory to contact the ARC prior to beginning any construction, improvements, major landscaping or tree removal.”**

- (b) Article II) Section 1.7) is hereby deleted in its entirety and replaced with the following:

“1.7) Setback (including roof overhang, patio, or porch.) shall comply with Caldwell County requirements. Lots shall also comply with Duke Shoreline Management 50ft setback requirement from the waterfront. (see II.2.2)

- Off Water lots will have 25 foot setbacks from all front and rear lot lines and rights-of-way.
- Waterfront lots will have 12 foot side setbacks from the lot lines and rights-of-way.
- Waterfront lots will have setbacks from the water determined by the county zoning ordinance.
- Waterfront lots will have 25 foot front setbacks from the lot line and right-of-way.

(NOTE: The ARC may consider applications for variances to the foregoing setback requirements for Lots that are irregular in shape or where topography may make compliance difficult or impractical).”

- (c) Article II), Section 3.9 is hereby deleted in its entirety and replaced with the following:

“No detached building (including garages) shall be erected, constructed or placed on any lot, until its construction plans and specifications showing proposed design, type

of construction, materials and site location have been submitted to and approved. Construction of a detached building shall not start unless and until construction of the primary residence on a Lot has commenced or has been completed. Further the structure must be of permanent construction and have a like exterior and be in architectural keeping with the main dwelling. Prefabricated buildings are strictly prohibited. If the detached building is being used as a garage, it shall contain at least two (2) standard size parking spaces usable for parking vehicles. All garages must have electric door openers and garage doors shall be maintained in useful condition and shall be kept closed when not in use. No carports will be permitted.

No more than one open air living space will be permitted on a lot. Any open air living space shall be constructed in the same manner of the primary dwelling with regard to siding, style and roof color. Prior to construction plans and specifications showing proposed design, type of construction, materials and site location have been submitted to and approved.”

- (d) Article II), Section 3.13 is hereby deleted in its entirety and replaced with the following:

“3.13) Generally, roofs over the main structure should be at least an 8.0 pitch; minimum 30 yr. architectural shingles required, unless otherwise approved. Flat roofs will be considered on an individual basis if it is consistent with the chosen architectural style. Flat roofs may be acceptable for architectural creativity and uniqueness and will be considered in respect to the overall design of the structure.

- (e) Article II), Section 3.14 is hereby deleted in its entirety and replaced with the following:

“3.14) All exterior materials shall be submitted to the ARC for approval. The ARC reserves the right to require samples of exterior materials. Neither vinyl nor aluminum siding may be used for the horizontal siding; provided, vinyl or aluminum siding may be used for soffits, subject to approval. “Hardy Plank” or cementous board type siding may be used for horizontal siding on exteriors..

- (f) Article II), Section 3.15 is hereby deleted in its entirety and replaced with the following:

“3.15) Garages and Driveways:

- i. Garage doors must be installed. Garage doors must be operated by automatic openers which shall be maintained in good working order
- ii. Driveways must be finished hard surface material consisting of concrete, asphalt, brick or stone, placed or set stone (not gravel), exposed aggregate concrete, or other approved material for any lot under 3 acres.
- iii. Carports shall not be allowed in the Community.

- (g) Article III), Step 2 is hereby deleted in its entirety and replaced with the following:

**“Step 2:**

The lot shall be flagged for clearing and the house shall be staked on the lot. The area of the parking pad and driveway should also be flagged. Only trees within the flagged areas are approved for removal. The removal of trees outside the flagged areas, without prior approval, is a violation. This violation can result in a fine and require the replacement of the trees removed. Owner is responsible for notifying the ARC in writing once the area to be cleared has been flagged. The ARC will make every effort to review as soon as possible but shall have fourteen (14) days to review and respond in writing. No clearing shall begin until permission to clear is granted in writing by the ARC.”

- (h) Article IV), Section 1) is hereby deleted in its entirety and replaced with the following:

“All construction activities must be conducted, and all deliveries must be made between 7:00 am - 6:00 pm Monday through Saturday; provided, however, no construction activities shall be conducted, and no deliveries shall be made on July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas Day and New Year’s Day. Any construction activities conducted or access to Waterfront Club other than during the foregoing hours must be scheduled with the ARC at least twenty-four hours in advance and must be approved by the ARC in writing. No loud radios or distracting noised (other than normal construction noise) will be allowed within the community during construction. Use of radios at reasonable sound levels (to be determined by the Board of Directors of the WCHOA at is sole discretion) are acceptable. Radio and stereo speakers shall not be mounted on vehicles outside of homes under construction.”

- (i) The following provisions are added as a new Section 8) and new Section 9) under Article IV of the Architectural Guidelines:

“8) Reasonable construction signage shall be allowed on a Lot for not more than thirty (3) days prior to the commencement of construction. All construction signage shall be removed upon the earlier to occur of: (i) the date the Owner occupies a residence built of a Lot; or (ii) thirty days after the completion of construction on a Lot.”

“9) Any portable toilet facility (e.g. Port-John) utilized during construction must be located off of any main roads and shall be located as near as possible to the actual construction site on a Lot. All such facilities shall be regularly emptied and serviced and must be removed promptly (i.e. no more than five (5) days) upon the completion of construction on a Lot.”

6. Bylaws. Section 3.03 of the Bylaws is hereby deleted in its entirety and replaced with the following:

“Section 3.03. Place of Meetings. All meetings of the Members shall be held at such place, within the State of North Carolina, as shall be determined by the Board.”

7. Miscellaneous. Unless expressly amended herein, all terms and provisions of the Declaration shall remain in full force and effect. This Amendment shall be governed by the laws of the State of North Carolina.

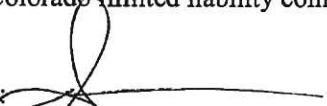
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURES ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be executed by and its seal to be hereunto affixed, all of the day and year first above written.

DECLARANT:

**CALDWELL TIMBER PARTNERS, LLC,**  
a Colorado limited liability company


By:  (SEAL)  
Name: Aaron M. Patsch, Authorized Representative

STATE OF COLORADO

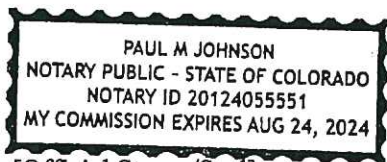
COUNTY OF DENVER

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **AARON M. PATSCH**, Authorized Representative.

Date: 2/8/2024

  
Printed or Typed Name: PAUL M JOHNSON  
Notary Public

My commission expires: 8/24/2024



[Official Stamp/Seal]