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Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

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**SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WATERFRONT HARBOR,
PHASE 2**

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STATE OF NORTH CAROLINA

**SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WATERFRONT
HARBOR, PHASE 2**

COUNTY OF CALDWELL

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WATERFRONT HARBOR, PHASE 2 (the "Declaration") is made and entered into MAY 3, 2018, by **WATERFRONT HARBOR, LLC**, a North Carolina Limited Liability Company, hereinafter referred to as "Declarant".

WITNESSETH:

Declarant is the owner and developer of the real property located in Caldwell County, North Carolina more particularly described on Exhibit "A" to the Master Declaration (defined below), which real property is being developed by Declarant as an exclusive residential community to be known as **WATERFRONT HARBOR** (the "Project") which includes the Property.

Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in the Project and for the maintenance of the Property and improvements thereon, and to this end desires to subject the Property to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth and/or described.

NOW, THEREFORE, Declarant hereby subjects the Property to the easements, covenants, conditions and restrictions hereinafter set forth and hereby declares that (subject to certain rights of amendment, as hereinafter described) all of the Property shall be held, sold and conveyed subject to such easements, covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and the Project. Subject to the above-described rights of Declarant, such easements, covenants, conditions and restrictions shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof, their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1.1 The following terms when used in this Declaration, or any amendment hereto (unless the context shall otherwise require or unless otherwise specified herein or therein) shall have the following meanings:

- a. "Architectural Control Committee" shall mean and refer to the committee appointed by the Master Board to oversee the development and enforcement of architectural control standards and restrictions in the Project, as more particularly described in the Master Declaration.
- b. "Architectural and Landscape Guidelines" shall mean the Guidelines issued and amended by the Architectural Control Committee from time to time.
- c. Intentionally left blank

- d. "Declarant" shall mean and refer to Waterfront Harbor, LLC, its successors and assigns
- e. "Declaration" shall mean and refer to this First Supplementary Declaration of Covenants, Conditions and Restrictions for Waterfront Harbor as it may be amended from time to time as herein provided.
- f. "Improvement" shall have the meaning as set forth in the Master Declaration.
- g. "Lot" shall mean and refer to any numbered tract of land which is a part of the Property as shown on the Maps, and which shall be restricted for such uses as are consistent with this Declaration and any other restrictions covering the area wherein the tract is located.
- h. "Maps" shall mean and refer to the Maps of Waterfront Harbor recorded in Map Book 33 at Page(s) 138-140 and recorded in Map Book 34 at Pages 80 - 81, in the Caldwell County Public Registry, as such maps may be revised and re-recorded from time to time.
- i. "Master Association" shall mean and refer to Waterfront Harbor Home Owners Association, Inc., a North Carolina non-profit corporation, which Master Association has been established and exists to govern the ownership and maintenance of the Project and the enforcement of the provisions of the Master Declaration.
- j. "Master Board" shall mean and refer to the Board of Directors of the Master Association.
- k. "Master Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for Waterfront Harbor executed by Declarant and recorded in Book 1923 , Page(s) 819, Caldwell County Public Registry as the same may be amended from time to time. The Master Declaration imposes certain easements, conditions and restrictions on the Project, which includes the Property, and accordingly restricts the Property in addition to the covenants, conditions and restrictions contained in this Declaration. Any capitalized terms not otherwise defined in this Declaration shall have the meanings given to them in the Master Declaration.
- "Occupant" shall mean and refer to any person occupying all or any portion of a Lot or the Property for any period of time, regardless of whether such person is a tenant of the Owner of such Lot or portion of the Property.
- l. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot, but excluding those having such interest merely as security for the performance of an obligation.
- m. "Person" shall mean and refer to any individual, corporation, partnership, association, trust or other legal entity.
- n. "Project" shall mean and refer to the residential development known as Waterfront Harbor.
- o. "Property" shall mean and refer to the Lots shown on the Maps.

ARTICLE II

PROPERTY

Section 2.1 Property Made Subject to This Declaration The Property is hereby made subject to this Declaration and the Property shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Declarant, each Owner and each party owning record title to any of the Property, whether or not such owner is an Owner, subject to this Declaration and the controls, covenants, conditions, restrictions, easements and development guidelines set forth in this Declaration.

Section 2.2 Remainder of Project Not Subject to This Declaration The remainder of the Project, excluding the Property, is not and shall not be subject to this Declaration, and may be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Declarant and any owner or party owning record title thereto without regard to this Declaration or the controls, covenants, conditions and restrictions set forth herein.

Section 2.3 Changes to This Declaration Requiring Declarant's Consent Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that, so long as Declarant owns any part of the Property or the Project, the prior written consent of Declarant shall be required for any parties to modify, change and/or amend, in whole or in part, the terms and provisions of this Declaration or to impose new or additional covenants, conditions, restrictions or easements on any part of the Property.

Section 2.4 This Declaration is in Addition to the Master Declaration The provisions of this Declaration are in addition to the provisions of the Master Declaration affecting the Property.

ARTICLE III

RESTRICTIONS

Section 3.1 Residential Purposes Only Each Lot shall be used exclusively for single-family, non-transient residential purposes; provided, however, that Declarant or its assigns shall have the right to use up to three (3) 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 Lot or any part thereof except by Declarant as described hereinabove or except with the written approval of the Master Board. Provided, however; that the Master Board may permit a business or business activity to be conducted on a Lot so long as such business, in the sole discretion of the Master Board, does not otherwise violate the provisions of this Declaration or the Master Declaration, does not create a disturbance and does not unduly increase traffic flow or parking congestion on the Property or in the Project. The Master Board may issue rules regarding permitted business activities. Leasing of a residence on a Lot shall not be considered as 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 Lot other than one detached single-

family private dwelling, one private garage for not less than two (2) vehicles, and only such accessory structures as approved in advance in writing by the Architectural Control Committee pursuant to the Architectural and Landscape Guidelines. No Lot and no Improvements may be used for hotel or other transient residential purposes. Each lease relating to any Lot or any Improvements thereon (or any part of either thereof) must be for a term of at least six (6) months, 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.

Section 3.2 Dwelling Size The square footage requirements set forth below are for enclosed heated floor area and are exclusive of the areas in heated or unheated basements, vaulted ceiling areas and attics, unheated porches of any type, attached or detached garages, carports and unheated storage areas, decks and patios.

All residential dwellings must have an attached or detached garage accommodating at least two vehicles under roof. The design, location and construction of all improvements on each lot (regardless of when such improvements are made) and the landscaping of each lot must be approved in advance by the Architectural Control Committee (the "Committee") which Committee is established pursuant to the Master Declaration.

Any dwelling erected upon designated Lots shall contain not less than the following heated floor areas:

	Minimum Total Heated Area	Minimum Ground Floor Heated Area
1 story	2,000	2,000
1 1/2 story	2,200	1000
2 story, 2 1/2 story	2,400	1000

Notwithstanding the foregoing requirements, the Committee shall have the right, because of restrictive topography, lot dimensions or unusual site related conditions or other reasons to allow variances from such minimum square footage requirements of up to ten percent (10%) of such minimum square footage requirements by a specific written variance.

Section 3.3 Fences and Walls No fence or wall (including densely planted hedges, rows or similar landscape barriers) shall be erected on any Lot until the Architectural Control Committee has given its prior written approval of the color, size, design, materials and location for such fence or wall. All fences and walls shall be maintained in a structurally sound and attractive manner, and landscape barriers shall also be attractively maintained and trimmed to conform to approved dimensions, all to the satisfaction of the Architectural Control Committee.

Section 3.4 Mail and Newspaper Boxes; House Numbers Declarant shall provide to each Lot Owner, at such Owner's expense described in the Architectural Landscape Guidelines, a standard

mailbox/newspaper box for such Owner's use on its Lot. No other mailbox or newspaper box shall be erected or maintained on any Lot. The location of the mailbox/newspaper box on a Lot must be approved in writing by the Architectural Control Committee. House numbers shall be displayed on the dwelling and/or mailbox only as approved by the Architectural Control Committee.

Section 3.5 Animals No animals, livestock or poultry shall be raised, bred or kept on any portion of the Property except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance (in the judgment of the Master Board) such as, but without limitation, by noise, odor, damage or destruction of property or refuse. The number of household pets kept or maintained outside the house shall not exceed three (3) in number except for newborn offspring of such household pets which are all under nine (9) months in age. Dogs shall at all times whenever they are outside be on a leash or otherwise confined in a manner acceptable to the Master Board. Animal control authorities shall be permitted to enter the Project and the Property to patrol and remove pets and wild animals. All pets shall be registered, licensed and inoculated as required by law. No fenced dog enclosure or other structure for pets may be constructed or maintained on any Lot unless the same has been approved in writing by the Architectural Control Committee.

Section 3.6 Waste No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. During construction of improvements on a lot, all rubbish and debris shall be stored and disposed of in accordance with the rules and regulations established by the Architectural Control Committee.

Following completion of the improvements constructed on a Lot, waste of any nature shall not be kept on any part of the Property except on a temporary basis in sanitary containers which shall be located or screened so as to be concealed from the view of nearby streets common driveways and other Lots. Provided, however, that garbage, trash and other waste may be placed on the street in front of a Lot in containers, or otherwise in a manner approved by the Architectural Control Committee, only on rubbish collection days for such Lot. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate.

Section 3.7 No Temporary Structures' Structure Materials No residence or building of a temporary nature, including a construction trailer, shall be erected or allowed to remain on any Lot, and no metal, fiberglass, plastic or canvas tent, barn, carport, garage, utility building, storage building or other metal, fiberglass, plastic or canvas structure shall be erected on any Lot or attached to any residence. Provide, however, that nothing shall prohibit Declarant or its assigns from erecting or moving temporary buildings onto Lots owned by Declarant to be used for storage, or for construction or sales offices.

Section 3.8 Utilities All utilities and utility connections shall be located underground, including electrical and telephone cables and wires. Electric, gas or other meters of any type, or other apparatus shall be located at the rear of the buildings constructed on Lots or, if approved by the Architectural Control Committee in writing, located elsewhere on the Lot provided they are adequately screened as required by the Architectural Control Committee in accordance with the provisions of this Declaration.

Section 3.9 No Clothes Lines No clothes lines of any description or type, and no outside drying of clothes, shall be allowed on any Lot.

Section 3.10 Sediment Control Sufficient sediment control measures, including but not limited to installation and maintenance of silt fences, straw bale fences, storm water inlet protection and temporary seeding, to the extent deemed reasonably necessary by the Declarant or the Architectural Control Committee, shall be taken by the Owner or Owner's builder to ensure that all sediment resulting from any land disturbance or construction operation is retained on the Lot in question. All sediment control measures must be maintained until such Lot has been permanently stabilized with respect to soil erosion.

Section 3.11 Combination or Subdivision of Lots Should the Owner of a Lot own an adjacent Lot(s) and desire that all such Lots be considered as one Lot, then all such Lots shall be considered as one Lot for the purposes of this Article III, and any building envelopes, setback lines, and easements reserved in the Master Declaration shall be adjusted accordingly by the Architectural Control Committee. No Lot, **with the exception of Lots 29, 30 and 31 of Phase 1**, shall be subdivided by sale, lease or otherwise without the prior written consent of Declarant. Provided, however, that Declarant reserves the right to change the size, boundaries or dimensions of any Lot owned by Declarant for any reason.

Section 3.12 INTENTIONALLY LEFT BLANK

Section 3.13 Power Equipment The use of motorized lawn mowers, lawn tractors, grass trimmers, garden tillers, chain saws and other motorized (including, but not limited to, electric and gasoline-powered engines) lawn and garden maintenance equipment shall be prohibited before sunrise and after sundown.

Section 3.14 Hoses, Pipes and Cables Except for the temporary use of hoses and the like which are reasonably necessary in connection with normal lawn care, no hose, water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground, unless such installation is expressly approved by the Architectural Control Committee.

Section 3.15 Recreational and Other Equipment

- (a) No recreational equipment (including, but not limited to, basketball backboards and hoops, trampolines, metal or wooden swing sets, tree houses, children's climbing or play apparatus and other equipment associated with either adult or juvenile leisure or recreation) shall be attached to the exterior of any dwelling or otherwise placed or kept on any Lot without the prior approval (including approval as to location) of the Architectural Control Committee.
- (b) No such recreational equipment shall be located in such a manner as to constitute a nuisance or unsightly condition to adjoining Owners.
- (c) Children's play toys and other movable equipment of any type (such as lawn mowers, garden tools, etc.) shall not remain repeatedly overnight within any front yard of any Lot, or within the side yards of any Lot located on a street corner, in such number or for such a long period of time as to create a continuing, unsightly condition.

Section 3.16 Vegetable Gardens Vegetable gardens shall not be permitted on any Lot unless placed in the rear portion of such Lot in such a manner as not to constitute a nuisance or unsightly condition to any adjoining Owners.

Section 3.17 Lawn Furniture and Statues No lawn furniture or decorative items, such as statuettes or renderings of animate or inanimate objects, shall be maintained in the front or side yards of any Lot unless shielded from view by landscaping, a fence or a wall approved in advance in writing by the Architectural Control Committee.

Section 3.18 Window Coverings Bedding material, plastic sheets, towels or other similar non-standard window treatments shall not be hung or placed in or on any window on any dwelling located on any Lot, except on a short-term, temporary basis.

Section 3.19 Governmental Requirements Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot and all applicable governmental requirements or restrictions relative to the construction of Improvements on and/or use and utilization of any Lot shall continue to be applicable and shall be complied with in regard to the Lots.

Section 3.20 Occupants Bound All provisions of this Declaration, the Master Declaration, and of any rules and regulations, use restrictions or design guidelines promulgated pursuant hereto or thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned therein:

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.1 Duration This Declaration and the controls, covenants, restrictions and standards set forth herein shall run with and bind the Property, and shall inure to the benefit of every Owner of a Lot in the Property and every Owner of any other portion of the Property, the Master Association, Declarant, and their respective heirs, successors, and assigns, for a term of thirty (30) years beginning on July 27, 2017 which is the date the Master Declaration was recorded in the office of the Register of Deeds of Caldwell County, North Carolina. At the end of such thirty (30) year period, the easements, covenants, conditions and restrictions herein shall automatically be extended for successive period(s) of ten (10) additional years; unless prior to the expiration of a respective period, by two-thirds (2/3) vote of the Owners of Lots in Waterfront Harbor, there shall be adopted a resolution to terminate these covenants and restrictions; provided, however, that any termination of any or all provision of this Declaration must be consented to by Declarant so long as Declarant is the Owner of any Lot. Owners may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Owners at least thirty (30) days in advance of the date of such meeting, which notice shall set forth the purpose of such meeting. The foregoing shall not limit the right of Declarant to amend and/or supersede, in

whole or in part, the terms and provisions hereof, as such right in favor of Declarant is described herein.

Section 4.2 Amendment Subject to the limitations hereinafter contained, this Declaration may be amended or modified at any time (1) by Declarant, so long as Declarant owns at least twenty percent (20%) of the Lots encumbered by this Declaration or (2) by the consent of the Owner or Owners of no less than fifty-one percent (51%) of the Lots encumbered by this Declaration; provided, however, that any amendment or modification to this Declaration must be consented to by Declarant so long as Declarant is the Owner of any Lot or of any property in the Project, which consent Declarant may grant or withhold in its sole discretion. In addition, Declarant may make amendments or modifications hereto which are correctional in nature only and do not involve a change which materially affects the rights, duties or obligations specified herein without obtaining the approval of any Owner or Owners other than Declarant. Any amendment or modification effected pursuant to this Section 4.2 shall become effective when an instrument setting forth such amendment or modification is duly filed for record in the office of the Register of Deeds of Caldwell County, North Carolina. In addition to the foregoing rights, Declarant may, at Declarant's option, amend and modify this Declaration without obtaining the consent or approval of any other person or entity if such amendment or modification is necessary to cause this Declaration to comply with the requirements of FHA, VA, the Federal National Mortgage Association or other similar agency.

Section 4.3 Enforcement The Master Association, Declarant or any Owner shall have the right, but not the obligation, on its own behalf or on behalf of others, to enforce the provisions of this Declaration. Enforcement of the controls, covenants, conditions, restrictions and easements for which provision is made in this Declaration shall be by any proceeding at law or in equity (or otherwise, as provided in this Declaration) against any person or persons violating or attempting to violate any such control, covenant, condition, restriction or easement,, either to restrain such violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Master Association, Declarant or any Owner to enforce any such control, covenant, condition, restriction or easement shall in no event be deemed a waiver of the right to do so thereafter or of any other or future violation of any thereof.

Section 4.4 Severability of Provisions If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that the remaining paragraphs, sections, sentences, clauses and phrases should have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null and void.

Section 4.5 Notice Except as otherwise set forth herein expressly, whenever written notice to an Owner (including Declarant) is required hereunder, such notice shall be given by the mailing of same, postage prepaid, to the address of such Owner appearing on the records of Declarant or the Master Association. If notice is given in such manner, such notice shall be

conclusively deemed to have been given by placing same in the United States mail properly addressed, with postage prepaid, whether received by the addressee or not.

Section 4.6 Titles The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

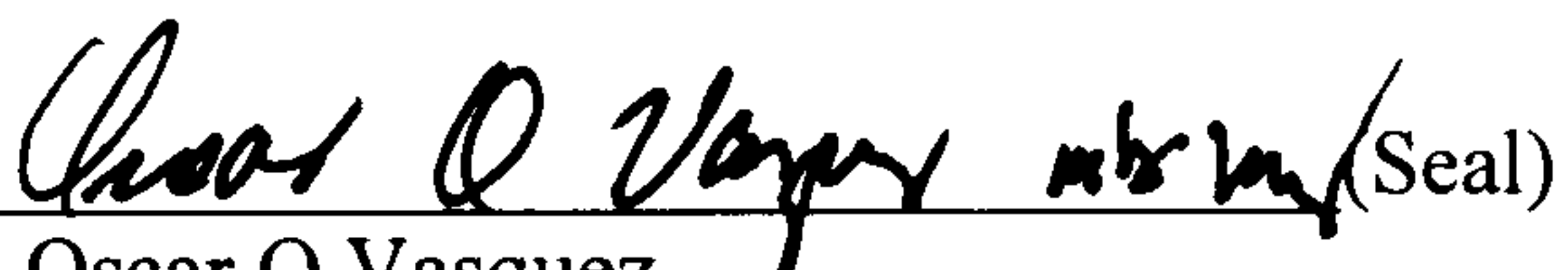
Section 4.7 No Exemption No Owner or other party may exempt himself from the coverage hereof or obligations imposed hereby by non-use of such Owner's Lot(s).

Section 4.8 Changes to Plans for Project Nothing contained herein shall be deemed to incorporate, by reference or otherwise, any plans or proposals promulgated by Declarant with respect to the development of the Project, and Declarant reserves the right to change any plans, uses and densities for the Project at any time and from time to time as Declarant may determine to be necessary based upon Declarant's continuing research and design program and/or market conditions, " and Declarant's plans for the Project shall not bind Declarant or its successors and assigns to adhere to such plans in the development of the Property or any part thereof.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its Manager thereunto duly authorized.

IN WITNESS WHEREOF, this instrument has been executed by the Declarant this the day and year first above written.

Waterfront Harbor, LLC,
a North Carolina Limited Liability Company


By: Oscar O Vasquez,
Manager

NORTH CAROLINA, Caldwell County.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that **Oscar O. Vasquez, Manager of WATERFRONT HARBOR, LLC**, Grantor, personally appeared before me this day and acknowledged that he is the Manager of **WATERFRONT HARBOR, LLC, A North Carolina Limited Liability Company**, and that by authority duly given and as the act of such entity, he signed the foregoing instrument on its behalf as its act and deed. Witness my hand and official stamp or seal, this 3rd day of May, 2018.

My commission expires: 8/6/2020  Notary Public

