

Upon recording, please return to:
WSLD Bogue Watch VI, L.L.C.
c/o Landeavor
9101 Southern Pine Boulevard, Suite 210
Charlotte, NC 28273

**AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS FOR
BOGUE WATCH**

NORTH CAROLINA

CARTERET COUNTY

This AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS FOR BOGUE WATCH ("Amendment") is made this 19th day of August 2020 by **WSLD BOGUE WATCH VI, L.L.C.**, a Delaware limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Bogue Watch, LLC, a North Carolina limited liability company and the original developer of the Bogue Watch development in Carteret County, North Carolina ("Bogue Watch"), heretofore executed that certain Declaration of Protective Covenants, Restrictions, Easements, Charges, and Liens for Bogue Watch and caused the same to be recorded on October 10, 2006 in **Book 1193, Page 161** of the Carteret County Registry (as amended in **Book 1385, Page 51** and **Book 1440, Page 17** of the Carteret County Registry, the "Declaration");

WHEREAS, capitalized terms used herein shall have the same meanings ascribed to such terms in the Declaration unless otherwise defined herein;

Submitted electronically by "Nexsen Pruet, LLC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Carteret County Register of Deeds.

WHEREAS, pursuant to that certain Trustee's Deed recorded in Book 1366, Page 439 of the Carteret County Registry and that certain Assignment and Assumption of Declarant's Rights recorded in Book 1368, Page 9 of the Carteret County Registry, Redus NC Coastal, LLC, a Delaware limited liability company, acquired ownership of the Bogue Watch development (other than the lots previously sold) and all rights, obligations, privileges and powers of Bogue Watch, LLC as the original developer and declarant under the Declaration and under the North Carolina Planned Community Act (collectively, the "Declarant's Rights");

WHEREAS, Redus NC Coastal, LLC subsequently conveyed the aforementioned portion of the Bogue Watch development to WSLD Bogue Watch VI, L.L.C. (referred to hereinafter as the "Declarant") pursuant to deeds recorded in the Carteret County Registry, and assigned all of its Declarant's Rights to Declarant pursuant to that instrument recorded in Book 1408, Page 368 in the Carteret County Registry;

WHEREAS, pursuant to Article XIV, Section 12(c) of the Declaration, so long as it owns any portion of the Subdivision the Declarant may amend the Declaration, without the approval or consent of any other Owner, to make amendments which are correctional in nature and do not involve a change that materially and adversely affects the rights, duties, or obligations therein;

WHEREAS, the Declarant desires to amend the Declaration (i) to correct errors in Article II, Section 6 and Article II, Section 15, (ii) to resolve an inconsistency between those Sections and Article VIII, Section 2; and (iii) to correct grammatical issues in Article VIII, Section 2 to clarify the intent of that Section; and

WHEREAS, this amendment does not materially and adversely affect the rights, duties or obligations set forth in the Declaration;

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

1. **Article II, Section 6** is amended to read as follows:

Section 6. Residential Use of Lots. All Lots shall be used for residential purposes exclusively except for limited home office uses permitted under Section 11 of this Article II. No buildings, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family Dwelling constructed in accordance with Article III and one (1) detached garage or other ancillary building or out building as may be allowed within the complete discretion of the Architectural Review Committee. No timesharing, interval ownership or other related ownership scheme where the right to exclusive use rotates among multiple owners or members of the program shall be permitted. Ancillary buildings or other out buildings shall conform to the architectural scheme and appearance of the Dwelling. Declarant or its assignee may, however, maintain a sales office, models and construction office upon one or more Lots until all Lots to be located within the Subdivision have been sold.

2. **Article II, Section 15** is amended to read as follows:

Section 15. Other Structures. No home, tent (other than small overnight tents used by children which remain in place for less than 24 hours), barn, shed, shack, trailer,

mobile home, modular home, tree house or other outbuilding or structure shall be placed on any Lot at any time either temporarily or permanently, except as provided in Article II, Section 6 and Section 14 above, and Article VIII, nor shall above ground swimming pools be permitted.

3. **Article VIII, Section 2** is amended to read as follows:

Section 2. Buildings, Fences, Walls, Etc. No building, fence, wall, deck, trellis, gazebo, boathouse, or other structure, shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to any Lot or change in topography, landscaping, or any other item originally approved by the ARC be made on any Lot, until the plans and specifications showing the nature, kind, shape, height, materials, color, and locations of the same shall have been submitted to and approved in writing as to the harmony of the external design and location in relation to the surrounding structures and topography by the ARC. Any change in exterior appearance of the landscaping shall be deemed an alteration requiring approval.

[continued on next page]

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the date first above written.

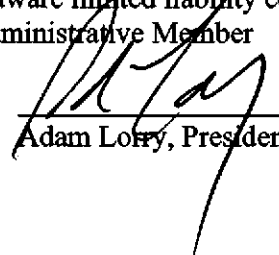
Declarant:

WSLD BOGUE WATCH VI, L.L.C.,
a Delaware limited liability company

By: WSLD NC/SC Portfolio Investors VI, L.L.C.,
a Delaware limited liability company,
its Managing Member

By: Walton Landeavor Holdings VI, L.L.C.,
a Delaware limited liability company,
its Managing Member

By: Landeavor Administrator VI, LLC,
a Delaware limited liability company,
its Administrative Member

By: 
Adam Lorry, President

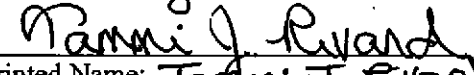
STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence this 19th day of August, 2020 by Adam Lorry, as President of Landeavor Administrator VI, LLC, a Delaware limited liability company, Administrative Member of Walton Landeavor Holdings VI, L.L.C., a Delaware limited liability company, Managing Member of WSLD NC/SC Portfolio Investors VI, L.L.C., a Delaware limited liability company, Managing Member of WSLD BOGUE WATCH, L.L.C., a Delaware limited liability company, on behalf of said limited liability companies. He is personally known to me or produced _____ as identification.

Witness my hand and official seal, this the 19th day of Aug., 2020.

(Seal)


Printed Name: Tammi J. Rivard
Notary Public, State of Florida
Commission Number: GG276146
My commission expires: 11-13-2022

