

Prepared by:
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**CERTIFICATION OF AMENDMENT TO
RESTRICTIONS AND RULES FOR WATER'S EDGE**

This **CERTIFICATION OF AMENDMENT TO RESTRICTIONS AND RULES FOR WATER'S EDGE** ("Amendment") is made pursuant to Section 3.2(a) of the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WATER'S EDGE recorded in Book 4330 at Page 1355 of the Gaston County Public Registry on August 21, 2007, as amended and supplemented by instruments recorded thereafter ("Declaration").

STATEMENT OF PURPOSE

The Declaration provides in Section 3.2(a) that the Board may modify, cancel, limit, create exceptions to or expand the Initial Restrictions and Rules contained in Exhibit "C" to the Declaration, if the Board sends notice to all Owners concerning any such proposed action at least fifteen (15) business days prior to the Board meeting at which such action is to be considered. On July 25, 2022, the Board sent notice of a meeting to be held on August 18, 2022 to consider proposed amendments to the Restrictions and Rules, as described hereinbelow. The meeting was held on August 18, 2022 and the members in attendance were given reasonable opportunity to be heard at the meeting, prior to the Board's action on the proposed amendments. Thereafter, the Board voted to approve the proposed amendments, as reflected in the meeting minutes for the meeting held on August 18, 2022. Finally, and in compliance with Section 3.2(c) of the Declaration, the Board sent additional written notice to the Owners providing them with a copy of the amended Restrictions and Rules, such amendment to be effective as of September 19, 2022. Accordingly, the due and proper adoption of the amendments described herein is certified by the President of the Water's Edge at Mt. Holly Homeowners Association, Inc. for recordation, for the purpose of providing record notice of the amended Restrictions and Rules, which are effective as of September 19, 2022.

NOW, THEREFORE, let it be known that the Initial Restrictions and Rules contained in Exhibit "C" to the Declaration have been amended as follows:

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1. Paragraph 4 of the Initial Restrictions and Rules (“Leasing of Units”) is amended to add the following as three new subsections (e), (f) and (g), immediately following original subsection (d):

(e) No Unit shall be leased for any type of periodic tenancy (e.g., week to week, month to month, etc.). No Unit Owner shall lease or rent his/her unit for transient occupancy, hotel purposes, or short-term vacation rentals.

(f) No Owner who acquires title to a Unit on or after the Effective Date shall be permitted to rent the Unit until twelve (12) months after the recording date of the deed conveying said Unit to such owner (“Waiting Period”). In the event that any Unit is leased for any period of time in violation of this mandatory Waiting Period, the Waiting Period shall be immediately tolled and any time which elapses while the unpermitted lease remains in effect shall not count toward satisfaction of the Waiting Period described herein. Notwithstanding anything else to the contrary, the Waiting Period shall not apply to any person or entity who acquires title to a Unit by bequest or inheritance.

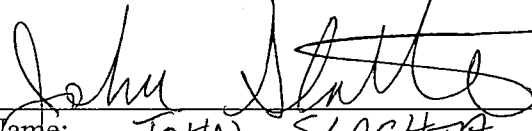
(g) The Board reserves the right to waive any or all of these restrictions with respect to any particular Unit if strict enforcement hereof would result in undue hardship on the Owner. Decisions on claimed hardships shall be determined on a case-by-case basis, are in the sole discretion of the Board, and are not appealable by the Owner. In no event shall any lease release or relieve an Owner from their obligations as set forth in the Declaration, Bylaws or Rules and Regulations including, without limitation, the obligation to pay assessments to the Association, regardless of whether the obligations have been assumed by the tenant in such lease.

2. Except as specifically described herein, the terms, provisions, conditions, and restrictions contained in the Declaration and the Initial Restrictions and Rules in Exhibit “C” to the Declaration remain unchanged by this Amendment and are as previously set forth in instruments recorded in the Gaston County Public Registry.

[SIGNATURE AND NOTARY ACKNOWLEDGEMENT FOLLOWS]

IN WITNESS WHEREOF this Amendment is hereby certified by the undersigned President of Water's Edge at Mt. Holly Homeowners Association, Inc. as having been properly adopted by the Board in compliance with Section 3.2(a) of the Declaration.

**WATER'S EDGE AT MT. HOLLY
HOMEOWNERS ASSOCIATION, INC.**

By: 
Print Name: JOHN SLACHTA
Its: President

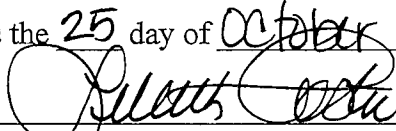
STATE OF NORTH CAROLINA

COUNTY OF Gaston

I, the undersigned, a notary public for the County and State aforesaid, certify that John Slachta, being first duly sworn, appeared before me this day and certifies that he is the **President of Water's Edge at Mt. Holly Homeowners Association, Inc.**, and, upon authority duly given and as the act of the association, certified the due adoption and execution of the forgoing instrument.

Witness my hand and seal this the 25 day of October, 2022.

[SEAL]


Notary Public
My Commission Expires: 10-28-2025

LELEITH COSTIC
Notary Public
Mecklenburg Co., North Carolina
My Commission Expires Oct. 28, 2025