

**Prepared by / Upon recording, please return to:**

Jo Anne P. Stubblefield  
Hyatt & Stubblefield, P.C.  
1200 Peachtree Center, Harris Tower  
233 Peachtree Street, N.E.  
Atlanta, GA 30303

**INDEXING NOTE TO CLERK'S OFFICE:**

Please index in Grantor index under "NASH Wendell Falls, LLC"  
Please index in Grantee index under "Wendell Falls," and "Wendell Falls Community Association, Inc."  
Please cross-reference to Declaration at Book 15834, Page 1690

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WENDELL FALLS**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Wendell Falls ("**Amendment**") is made by NASH Wendell Falls, LLC, a Delaware limited liability company (the "**Declarant**").

**Background Statement**

The Declarant is the developer of the planned community located in Wake County, North Carolina known as Wendell Falls. The Declarant executed and filed that certain Declaration of Covenants, Conditions, and Restrictions for Wendell Falls recorded on November 10, 2014 in Deed Book 15834, Page 1690, *et seq.*, in the Office of the Register of Deeds of Wake County, North Carolina (as it may be amended and supplemented, the "**Declaration**").

The initial Rules of Wendell Falls Community Association, Inc., a North Carolina nonprofit corporation (the "**Association**") were attached as Exhibit "C" to the Declaration (the

"Rules"). Pursuant to Sections 3.2 and 19.1 of the Declaration, the Declarant reserved the right to unilaterally amend the Rules until termination of the Class "B" Control Period (as defined in the Declaration). The Class "B" Control Period has not terminated and the Declarant desires to amend the Rules as set forth herein.

NOW, THEREFORE, the Declarant hereby declares that the Rules attached as Exhibit "C" to the Declaration shall be amended as follows:

1.

Exhibit C, Section 2, Restricted Activities, is amended by deleting the lead-in sentence of that Section and replacing it with the following:

2. Restricted Activities. Unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board or the Declaration, the following activities are prohibited within the Community, except to the extent undertaken by the Declarant or its designees in the course of development, marketing and sale of the Community:

Exhibit C, Section 2 is further amended by deleting the words, "nothing herein" in the first line of the last paragraph of Section 2 and substituting in their place the words, "nothing in this Section 2".

2.

Exhibit C is further amended by adding the following new Section 4:

4. Restriction on Operation of Drones.

(a) For purposes of this Section, a "drone" is an unmanned aircraft system which is controlled by an operator on the ground or from a remote location without physical contact with the aircraft. The term includes remote-controlled model airplanes and helicopters as well as other remote-controlled aircraft. The Board may, from time to time and at any time, modify and expand the definition of "drone" set forth herein.

(b) Except as provided in subsection (d), no person may operate a drone within the Community until the drone is: (i) registered with the Association in accordance with such procedures as the Board may establish from time to time; and (ii) registered with the Federal Aviation Administration ("FAA"), if required by the FAA, and a copy of the certificate of FAA registration provided to the Association. Currently, the FAA requires registration of a drone if the drone exceeds 0.55 lbs. Information on registration of drones and additional Federal requirements for drones may be found at <https://www.faa.gov/uas/>.

(c) Except as provided in subsection (d), the operator of a drone:

(i) may operate such drone within the Community only between the hours of 10:00 AM and 6:00 PM;

(ii) must not allow the drone to enter into the airspace above any Unit other than the Unit occupied by the operator or on which the operator has been expressly authorized by the Owner or occupant to operate such drone.

(iii) must not allow the drone to enter the airspace above any portion of the Common Area, Limited Common Area, or streets within the Community without the Board's prior written approval;

(iv) must not operate the drone in a manner which tends to harass or invade the privacy of, or be offensive or detrimental to, Owners or occupants of other Units, their guests or invitees, or persons using the public streets or Common Areas. The Board's judgment on such matters shall be determinative.

(d) This Section 4 shall not apply to the Declarant during the Development and Sale Period. The Declarant and its permittees may periodically utilize drones in the Community for sales and marketing purposes, and for other purposes associated with development of the Community. This Section 4 shall not apply to restrict operation of any drone within the Community by law enforcement or other public safety personnel acting in their official capacities, or by any governmental agency or utility provider or their employees or contractors for legitimate governmental or utility purposes, provided that the drone is used only to perform tasks within the scope of the operator's official capacity or duties and is operated in full compliance with all applicable laws and regulations. The Board may, in its discretion, grant exemptions for other categories of use subject to such conditions as the Board deems appropriate, provided that such exemptions are based on the nature of the drone use and operation within the Community and do not give preferential treatment to any particular business over its competitors.

(e) The Board may establish additional rules and/or policies to prohibit and/or regulate the use and operation of drones in the Community, which may include imposing conditions on registration.

[continued on next page]

In witness of the foregoing, the Declarant has executed this Amendment on the 21<sup>st</sup> day of November, 2016.

**DECLARANT: NASH WENDELL FALLS, LLC**, a Delaware limited liability company

By: [Signature]  
Name: Lauree M. Ford  
Its: Authorized Signatory

STATE OF NORTH CAROLINA )  
  )  
COUNTY OF Chatham )

I, Amy L. Kingree Notary Public in and for Durham County, North Carolina, certify that Lauree Ford personally came before me this day and acknowledged that s/he is Authorized Signatory of NASH WENDELL FALLS, LLC, a Delaware limited liability company, and that by authority duly given and as the act of said limited liability company, s/he executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official stamp or seal, this 21 day of November 2016.

[Signature]  
Notary Public

My Commission Expires:  
6/23/2020

[NOTARY SEAL]

