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Fredrick Smith  
Register of Deeds  
Mecklenburg County, NC  
Electronically Recorded  
2023 Jun 27 12:13 PM RE Excise Tax: \$ 0.00  
Book: 38213 Page: 115 - 121 Fee: \$ 26.00  
Instrument Number: 2023060421

*Fredrick Smith*

**AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS AND EASEMENTS FOR McCULLOUGH**

This **AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS FOR McCULLOUGH** is made as of the 26<sup>th</sup> day of June, 2023 by **PULTE HOME COMPANY, LLC f/k/a PULTE HOME CORPORATION** ("Declarant"), a Michigan limited liability company authorized to do business in North and South Carolina with offices located in Charlotte, North Carolina.

**BACKGROUND STATEMENT**

McCullough is a residential community located in Mecklenburg County, North Carolina and York County, South Carolina. The **DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS FOR MCCULLOUGH** was originally recorded in Book 25085 at Page 57 in the Mecklenburg County Public Registry on September 16, 2009 and was recorded in Book 11057 at Page 186 in the York County Public Registry on October 6, 2009 (as amended and supplemented since its original recordation, the "Declaration"). Pulte Home Company, LLC f/k/a Pulte Home Corporation became the Declarant and was assigned all declarant rights in the Assignment of Declarant's Rights recorded in Book 30556 at Page 660 of the Mecklenburg County Public Registry on January 26, 2016 and recorded in Book 15419 at Page 244 in the York County Public Registry on January 29, 2016.

Pursuant to Article XIII, Section 4 of the Declaration, for so long as the Declarant has the right to unilaterally subject additional property to the Declaration, Declarant may also unilaterally amend the Declaration for any purpose. Under the terms of Article IX, Section 1 of the Declaration, the Declarant may unilaterally annex additional real property and subject it to the Declaration from time to time and at any time until fifteen (15) years after the recording of the Declaration which is at least September 16, 2024.

**NOW, THEREFORE**, pursuant to the power and authority granted to the Declarant in Article XIII, Section 4 of the Declaration, Declarant amends the Declaration as follows:

**Amend Article V, Section 3 to read as follows:**

**Section 3. Party Walls and Party Fences.** Except as provided otherwise herein, the Association shall maintain, repair, and replace all retaining walls constructed by the Declarant or the Association for purposes of Infrastructure, anywhere on the Property, including the lots, as well as all the surfaces, foundations, structures, and improvements which are part of or provide support for the walls ("Retaining Walls"). The costs and expenses incurred by the Association to maintain, repair and/or replace the Retaining Walls shall be Common Expenses, except that in its sole discretion, the Board of Directors may assess repair or replacement costs associated with a shared Retaining Wall against the Lot Owners who are benefitted by that Retaining Wall. Notwithstanding the foregoing, the Association will not assume costs incurred for Retaining Wall repair/maintenance whereby damage or undue deterioration to the Retaining Wall is caused fully or in-part by negligence of the homeowner. No owner, occupant, guest, or invitee shall in any way interfere with or hamper the Declarant and/or the Association or their employees, contractors, successors or assigns in maintaining, repairing, or replacing the Retaining Walls. Declarant also reserves and grants to the Association an easement over the Property, including all Lots, for the purpose of providing access to the Retaining Walls and Retaining Wall Easements reserved and granted herein. Notwithstanding the foregoing, any Retaining Wall that is located entirely within the boundaries of a single Lot shall be maintained, repaired, and replaced by the Owner of the Lot on which the Retaining Wall is located, and the Association shall have no responsibility for any such wall or part thereof.

The Board, in its sole discretion, may levy a special assessment on a single homeowner for reasonable costs associated with the damages incurred by that homeowner's negligence.

**Amend Article VI, Section 9 such that the first sentence thereof shall read as follows:**

No exterior construction, alteration, addition or erection of any nature whatsoever (including, without limitation, fences, pools, tennis courts, exterior lighting, landscaping, trees, tree houses, recreational and permanent sports equipment such as basketball goals not stored daily) shall be commenced or placed upon any part of the Community, except such was installed by the Declarant or its affiliates, or as is approved in accordance with this Section, or is approved in accordance with any Neighborhood Declaration, or as is otherwise expressly permitted herein.

**Amend Article VI, Section 11 to read as follows:**

Section 11. Grass and Plantings. Grass, ornamental plants and shrubbery (and only the foregoing) may be planted in the front or side yard of any Lot. All other planting may be done only with prior written approval of the Board or its designee or in accordance with any guidelines previously established by the Board or its designee. Over seeding or sodding of fescue lawns shall not require prior approval, but prior approval shall be required to change from fescue to any other type of grass or ground cover. No vegetable gardens or planting beds may be placed, erected, allowed or maintained within the Community without the prior written consent of the Association.

**Amend Article VI, Section 13, Lighting, to read as follows:**

Section 13. Lighting. Exterior lighting on Lots shall be subject to the applicable requirements and limitations in the Guidelines. Night lighting of recreational facilities on Lots is not permitted except to the extent expressly allowed by the Reviewer. All exterior lighting that is approved shall be configured, positioned, and directed (i) so that bulbs are not visible from any point outside the boundaries of the Lot where the lighting is installed, and (ii) so that they do not cast light beyond the boundaries of the Lot where the lighting is installed.

**Amend Article VI, Use Restrictions and Rules, Section 15 to read as follows:**

Section 15. Sight Line Limitations. To the extent that governmental requirements do not impose a stricter standard, no fence, wall, hedge, tree, shrub or other planting which obstructs sight lines at elevations between two (2) and six (6) feet above Roadways shall be placed or permitted to remain on any corner Lot within the sight triangle areas shown on the Plat or if a sight triangle is not shown on the Plat at any intersection of two Roadways, within the triangular areas formed by (i) the two lines that run for a distance of ten (10) feet along the edge of the pavement of such Roadway from the point where the paved portions of the two Roadways intersect, and (ii) the straight line that connects the ending points of the lines described in (i). The same sight line limitations shall apply on any Lot within the triangular areas formed by (i) the lines that run from the point of intersection of (a) the edge of a Roadway's pavement and (b) the edge of the pavement of the driveway on such Lot for a distance of ten (10) feet along such Roadway pavement away from such driveway pavement, (ii) the line that runs from said point of intersection for a distance of ten (10) feet along such driveway pavement away from such Roadway pavement, and (iii) the straight line that connects the ending points of the

lines described in the foregoing clauses (i) and (ii). No tree shall be permitted to remain within such triangular areas unless it is continuously maintained at an appropriate height to prevent any obstruction of sight lines.

**Amend Article X, Leasing and Sale of Lots, to read as follows:**

**Section 1. Leases and Renting.** For purposes of this Declaration, a Lot shall be deemed "rented" or "leased" if any occupant pays or provides money or other consideration of any type in exchange for permission to occupy all or any part of a Lot, for any period of time, regardless of whether the arrangement is characterized as a "lease," "rental," "license," or any other legal relationship between the Lot Owner and occupant.

No Lot (which includes any dwelling on such Lot) may be leased or rented for a period shorter than twelve (12) months and no lease may be executed sooner than twelve (12) months after the execution of any prior lease ("Minimum Lease Term"). Lots may be leased or rented only after the Owner has owned and resided on the Lot for at least twelve (12) consecutive months. No Owner shall offer or advertise their Lot for lease or rental for less than the Minimum Lease Term. Each solicitation, advertisement or offer of leasing, rental or occupancy for less than the Minimum Lease Term shall be deemed to be a separate violation of this section on each day each offer, advertisement or solicitation is made. If any lease, rental agreement, or tenancy is terminated before the expiration of the Minimum Lease Term or if any tenant/occupant fails to continuously occupy the Lot for entire Minimum Lease Term, the Owner may not lease the Lot again until the prior lease would have expired; provided, however, that the Board of Directors shall have the right to grant exceptions to this restriction for individuals who are deployed with the United States Military.

A complete copy of every lease or rental agreement of any type shall be provided to the Association prior to its commencement and upon request. No Owner shall rent his Lot for transient or hotel purposes, which, for the purposes of this Declaration shall be defined as either (i) a rental for any period less than the Minimum Lease Term, or (ii) any rental, of any duration, if the lessee of the Lot or the House thereon is provided periodic cleaning, housekeeping or other customary hotel services. Any lease of a Lot and House thereon shall be for the entire Lot and not a portion thereof, shall be in writing, shall identify the lessee and all permitted occupants, shall provide that the lease, the lessee and all occupants of the Lot shall be subject in all respects to the Project Documents, and shall provide that any failure by the lessee (or any occupant or other person present on the Lot with lessee's knowledge or consent) to comply with all of the terms of the Project Documents shall constitute a default under the lease. In the event of a violation of the Project Documents by any such person (whether the lessee or any of his guests or invitees), the Association may require the Owner to

terminate the lease and to immediately evict or remove the lessee and all violators. Fines and sanctions imposed for violations of the Project Documents shall be the responsibility of the Owner and all lessees, jointly and severally. If a Lot is leased as permitted herein, the lessees and the permitted occupants of the Lot shall be entitled to exercise all of the use, rights and privileges of the Owner, and the Owner shall not exercise or attempt to exercise any of those rights and privileges until the approved lease is terminated and the Owner takes possession of and occupies the Lot.

**TIME SHARING, INTERVAL OWNERSHIP AND ALL OTHER FORMS OF FRACTIONAL OWNERSHIP ARE HEREBY EXPRESSLY PROHIBITED.**

**Amend Article VI, Use Restrictions and Rules, Section 1. General such that the third sentence thereof shall read as follows:**

The Board of Directors may, from time to time, without consent of the members, promulgate, modify or delete other use restrictions and rules and regulations applicable to the Lots and the Common Property and these rules shall be called the Neighborhood Living Standards (NLS).

**Amend Article VI, Section 19, Solar and Wind Devices, to read as follows:**

Section 19: Solar and Wind Devices. Except for devices placed, allowed or maintained by Declarant or its affiliates, no artificial or man-made device which is designed for collection of or heating by solar and/or wind energy or other similar purposes shall be placed, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board or its designee. The Association shall not allow installation of solar devices in areas that are visible by a person on the ground:

- (1) On the facade of a structure that faces areas open to common or public access;
- (2) On a roof surface that slopes downward toward the same areas open to common or public access that the façade of the structure faces; or
- (3) Within the area set off by a line running across the façade of the structure extending to the property boundaries on either side of the façade, and those areas of common or public access faced by the structure.

All solar panel installations shall be installed on the rear facing roof lines unless the energy efficiency is degraded/diminished by 20% or more.

**Amend Article VI, Section 20 to read as follows:**

**Section 20. Fences.** Unless installed by Declarant or its affiliates, no fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board or its designee. The Board or its designee may issue guidelines detailing acceptable fence styles or other specifications, but in no event may a chain link fence or a free-standing hog wire fence be approved. The Board or its designee may install a chain link fence where warranted for health or safety concerns.

**Amend Article VI, Section 23 to read as follows:**

**Section 23. Detached and Converted Structures.** No detached structure shall be placed, erected, allowed for maintained upon any Lot or within the Community unless installed by the Declarant or its affiliates, without the prior written consent of the Board or its designee. All detached structures must be consistent in design materials and color with the dwelling on the Lot. In no event shall any trailers, campers, vehicles, shacks, tents, any garages (attached and detached), barns or other structures be used as a residence or living space in any manner whatsoever, either temporarily or permanently, within the Community. Provided, however, that Owners may finish second floor garage areas to include living space provided that such living space is used by the occupants of the primary dwelling as a part of the primary dwelling, and not for separate occupancy, that the first floor of such garage continues to be used for vehicular parking, and further, no such finished area on the second floor of any garage may be rented or leased except as part of the lease of the entire Lot. Further, no such finished garage area may be used or offered for timeshare or fractional ownership.

However, the Section shall not be construed to prevent the Declarant and those engaged in development, construction, marketing, property management, or sales from using sheds, trailers, or other temporary structures for any of the foregoing purposes. In addition, nothing in the Declaration shall be construed to prevent the Declarant from developing, constructing, marketing, or maintaining model homes or speculative housing within the Community.

**Amend Article XIII, General Provisions, Section 1, to add the following sentence at the end of that Section:**

In any action to enforce any provision of this Declaration, including any fining process which may be pursued by the Association, the Association shall be entitled to recover any and all costs of collection and enforcement, including without limitation, costs of collection, attorney fees, costs and court costs. Such costs of collection and enforcement may be

collected by the Association in the same manner as a Specific Assessment under Article IV Section 9 of the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Protective Covenants and Easements for McCullough as of the day and year first above written.

Alex K  
Witness No. 1

Porsha Stewart  
Witness No. 2 and Notary Public

DECLARANT:  
PULTE HOME COMPANY, LLC

By: Dan Rossi  
Dan Rossi  
Vice President of Land Planning and Development

STATE OF North Carolina

COUNTY OF Mecklenburg

I, Porsha Stewart, a Notary Public of the County and State aforesaid do hereby certify that **Pulte Home Company, LLC**, acting by and through Dan Rossi, its Vice President of Land Planning and Development, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal or stamp, this the 26<sup>th</sup> day of June, 2023.

Porsha Stewart

[NOTARIAL SEAL]

Notary Public  
My commission expires: May 09, 2028

