

ATTACHMENT A

1. **Article V, Section 1 is amended as follows (changes in bold, underlined, and highlighted):**

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping, paving, and other improvements situated on the Common Property. The Association shall also maintain the following: (i) all entry features for the Community, including entry area landscaping and any irrigation system and the expenses for water and electricity, if any, provided to all such entry features regardless of whether such entry features are on a Lot, privately owned property or public right-of-way; (ii) Community recreational facilities and recreational amenities serving the Community, including the gazebo and walking trails within the Community, if any; **(iii) any lake, dam and appurtenant structures located within the Community; (iv)(iii)** any private Community streets and alleys, including street signs, if any, originally installed by Declarant or its affiliates; **(v)(iv)** all street medians and islands in the Community, including, without limitation any landscaping and the expenses for water and electricity, if any, provided to such street medians and islands, to the extent the same are not maintained by a local or governmental entity or third party or a Neighborhood Association pursuant to a Neighborhood Declaration; **(vi)(v)** all drainage detention and retention areas, **including permitted BMPs or stormwater facilities,** which were originally maintained by Declarant or its affiliates, to the extent such areas are not maintained on an ongoing basis by a governmental entity regardless of whether said drainage detention or retention facilities are located on a Lot or Common Property; provided, however, each Lot Owner shall be responsible for maintaining all storm water drainage facilities and related pipes which exclusively serve said Lot, unless otherwise maintained pursuant to this Article and Article VI or a Neighborhood Association pursuant to a Neighborhood Declaration; and, **(vii)(vi)** all water and sewer pipes or facilities which serve more than one (1) Lot, whether located within or without the Lot's boundaries, to the extent that such pipes and facilities are not maintained by public, private or municipal utility companies or a Neighborhood Association pursuant to a Neighborhood Declaration; and, **(viii)(vii)** all Community greenspace and open space; and **(ix)(viii)** any retention wall or perimeter fencing installed by the Declarant. **The maintenance responsibility for any lake located within the Community shall include, without limitation, inspecting and maintaining the dam and performing any dredging or other necessary maintenance.** The Association shall also maintain all property outside of Lots located within the Community which was originally maintained by Declarant or its affiliates. The Association may, but shall not be required to, maintain all or portions of lawns within the Community as provided in Article V, Section 5 below.

Notwithstanding the foregoing or anything else contained in this Declaration to the contrary, the Association shall have no obligation whatsoever to repair, restore, rebuild, reconstruct, dredge, or otherwise maintain any lake, pond, dam, or appurtenant structure located within the Community to its original condition, to any prior condition, or to any condition capable of holding or retaining water, regardless of the cause of any failure, deterioration, or diminished capacity of such

lake, pond, dam, or appurtenant structure. The Board, acting on behalf of the Association, shall have sole and absolute discretion to determine whether, and to what extent, if any, the Association will repair, restore, rebuild, remediate, or otherwise address any lake, pond, dam, or appurtenant structure that has failed, been damaged, or otherwise ceased to function as originally constructed, including, without limitation, the discretion to elect to take no action and to allow any such lake, pond, dam, or appurtenant structure to remain, or to be regraded, restored, or maintained, as a naturalized area, dry basin, wetland, or other non-water-retaining condition. No Owner, by virtue of ownership of a Lot or otherwise, shall have any right to compel the Association or the Board to repair, restore, rebuild, or reconstruct any lake, pond, dam, or appurtenant structure to hold or retain water or to any other particular condition.

The Association may, but shall not be obligated to, maintain, repair, or replace, as necessary, all mailboxes or mailbox posts located within the Community. In addition, the Association shall have the right, but not the obligation, to maintain property not owned by the Association, and/or to provide services, where the Board has determined that such maintenance would benefit all Owners.

There is hereby granted to the Association a blanket easement upon, across, over, and under all property within the Community for access, ingress, and egress as necessary to permit the Association to perform such maintenance. The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

The Association shall not be liable for injury or damage to person or property caused by or resulting from the elements, the Owner of any Lot, any other Person, any utility, rain, snow or ice which may leak or flow from any portion of the Common Property, or any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to any Owner, or any Owner's Occupants, guests or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Property. The Association shall not be liable to any Owner, or any Owner's Occupants, guests or family, for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities hereunder, where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. The Association shall repair incidental damage to any Lot resulting from performance of work which is the responsibility of the Association. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such Persons of its choice such duties as are approved by the Board. **Notwithstanding anything in this Declaration to the contrary, no act, omission, or determination by the Association or the Board with respect to whether, or to what extent, to repair, restore, rebuild, or maintain any lake, pond, dam, or appurtenant structure, including any determination to take no action with respect thereto, shall constitute a breach of any duty owed by the Association or the Board to any Owner or other Person, and neither the Association nor any of its officers or directors shall have any liability to any Owner, Occupant,**

or other Person arising from any such act, omission, or determination made in good faith.

At the request of the Declarant, the Association and the Board shall accept responsibility for the repair, maintenance and replacement of infrastructure and facilities constructed and/or installed within the Community when and to the extent acceptance of that responsibility is requested or required by any local, state or federal office, agency, department or authority. The officers of the Association shall be obligated to execute and deliver all documents reasonably necessary to facilitate and memorialize the Association's acceptance of repair, maintenance and replacement responsibilities as provided for herein, and the Association shall be responsible for any costs, expenses or damages incurred or sustained by the Declarant as a result of any delay or failure by the Association or its officers to do so.

Notwithstanding any provision in this Declaration to the contrary, any retaining wall constructed by the Declarant on any Lot shall be treated as part of the Common Property for purposes of this Article V only, and the Association will be responsible for the repair, maintenance and replacement of any retaining wall constructed by the Declarant on any Lot as provided herein.

2. **Article VI, Section 35 is amended as follows (**changes in bold, underlined, and highlighted**):**

Section 35. Ponds, Creeks, Wetlands and Streams. Except as herein provided, all ponds, lakes, storm water retention or detention ponds, creeks, wetlands and streams within the Community shall be used for aesthetic amenities and storm water drainage only, no other use thereof, including, without limitation, swimming, ice skating, playing, or use of personal flotation devices, and other recreation, shall be permitted, without the written consent of the Board of Directors. Fishing shall be permitted by Owners, Occupants and guests accompanied by an Owner or Occupant so long as: (i) a license is obtained from the appropriate governmental authority, and (ii) prior written approval is obtained from the Board of Directors. Except as may be permitted by the Board of Directors, no boats shall be permitted on a lake. The Association and/or the Declarant shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of ponds, lakes, storm water retention or detention ponds, creeks, wetlands or streams within the Community, **or arising out of any act, omission, or determination by the Association or the Board regarding whether, or to what extent, to repair, restore, or maintain any such pond, lake, storm water retention or detention pond, creek, wetland, or stream, or any dam or other structure appurtenant thereto.** For this purpose "wetlands" means any area labeled as wetlands on a recorded plat for the Community or otherwise designated as wetlands by the Declarant or the Board of Directors. No Owner shall have any right to place rocks, stones, trash, garbage, sewage, waste water, rubbish, debris, ashes or other refuse in any ponds, lakes, storm water retention or detention ponds, creeks, wetlands or streams within the Community, or any other Common Property. Applicable governmental agencies, the Declarant and the Association, shall have the sole right to control the water level of all other bodies of water located within the Community and to control the growth and eradication of plants, fowls, reptiles, animals, fish and fungi in and around any

ponds, lakes, storm water retention or detention ponds, creeks, wetlands and streams within the Community. **The Board's authority to control the water level of any pond, lake, storm water retention or detention pond, creek, wetland, or stream within the Community, as provided herein, includes, without limitation, the discretion to determine that any such body of water will not hold or retain water, will be maintained at a reduced or diminished water level, will be allowed to remain in a naturalized, dry, or non-water-retaining condition, or will not otherwise be restored following any failure of a dam or other water-control structure, and no Owner shall have any right to compel the restoration of any pond, lake, storm water retention or detention pond, creek, wetland, or stream to its original condition or to any condition capable of holding or retaining water.** Owners shall have no riparian or littoral rights with respect to the waters in any pond, lake, storm water retention or detention pond, creek or stream within the Community and shall not be permitted to withdraw water from any pond, lake, storm water retention or detention pond, creek or stream as may exist in the Community without the prior written consent of the Board of Directors.

3. **Article VII, Section 1 is amended as follows (changes bold, underlined, and highlighted):**

Section 1. Insurance on Common Property. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements located on the Common Property or required to be maintained by the Association under Article V, Section 1 hereof, **excluding, however, any lake, pond, dam, or appurtenant structure, which the Association shall not be obligated to insure and which, if insured, shall be insured solely in the discretion of the Board.** This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall obtain a public liability policy applicable to the Common Property insuring the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents and covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Property. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00). If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall also obtain directors' and officers' liability insurance.

4. Article VII, Section 3 is amended as follows (**changes in bold, underlined, and highlighted**):

Section 3. Damage and Destruction the – Property Insured by Association.

(a) In General. Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessary to comply with applicable building codes. **Notwithstanding the foregoing or anything else in this Section 3 to the contrary, this Section shall not apply to any lake, pond, dam, or appurtenant structure, whether or not insured by the Association, and any decision regarding the repair, restoration, or reconstruction of any lake, pond, dam, or appurtenant structure shall be governed exclusively by Article V, Section 1 of this Declaration and the discretion of the Board thereunder, and not by the eighty percent (80%) Total Association Vote threshold or any other provision of this Section 3.**

(b) Repair and Reconstruction. Any damage or destruction to property required to be covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least eighty percent (80%) of the Total Association Vote otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its

natural state and maintained as an undeveloped portion of the Community by the Association in a neat and attractive condition.

5. Article XII, Section 14 is amended as follows (**changes in bold, underlined and highlighted**):

Section 14. Easements for Declarant, Association and Pedestrian Access to Lakes. Declarant hereby expressly reserves a perpetual easement for itself and its successors and assigns and the Association on, over, across and under such portions of the Community, determined in the sole discretion of Declarant (or its successors and assigns) or the Association, as is reasonably required for maintenance of any lake, lakebed, dam or shoreline located within the Community, **if any such maintenance is undertaken by the Association in its sole discretion as provided in Article V, Section 1 of this Declaration.** Such maintenance, if performed, shall be performed with a minimum of interference to the quiet enjoyment of Owners' property, reasonable steps shall be taken to protect the Community, and damage to the Community shall be repaired by the Person causing the damage at its sole expense. **Nothing in this Section shall be construed to impose any obligation on the Association to perform any maintenance, repair, restoration, or reconstruction of any lake, lakebed, dam, or shoreline, the performance of such maintenance being solely within the discretion of the Board as provided in Article V, Section 1 of this Declaration.**

MCCULLOUGH NEIGHBORHOOD ASSOCIATION, INC.

ACTION BY WRITTEN BALLOT

AMENDMENT TO DECLARATION

The Board of Directors hereby proposes to amend the Declaration of Protective Covenants and Easements for McCullough as shown on Attachment A. Please register your vote, for or against, adopting the amendment.

☐ FOR

☐ AGAINST

Owner should complete the following items below: Address, date of signing, Owner's printed name as it appears on the Owner's deed, and Owner's signature, as indicated. If signing as attorney, executor, administrator, or trustee, please give full title. If Owner is a corporation, please sign in full corporate name by the president or other authorized officer. If Owner is a partnership or a limited liability company, please sign in the partnership/limited liability company name by authorized person. If more than one person is an Owner of a Lot, please have this written ballot executed by the designated Owner. When properly executed, this written ballot will be voted in the manner directed herein by the undersigned member. **Once a written ballot is cast, it cannot be revoked.**

Address

Date: _____, 2026

Print Owner's name

Signature of Owner

IN ORDER TO BE COUNTED IN THE VOTE, PLEASE MARK, DATE, SIGN, AND PROMPTLY RETURN THIS WRITTEN BALLOT BY 5 PM ON OCTOBER 31, 2026, USING THE ENCLOSED PREADDRESSED, POSTAGE-PAID ENVELOPE. YOUR WRITTEN BALLOT WILL NOT BE COUNTED IF IT IS RECEIVED AFTER 5 PM ON OCTOBER 31, 2026. PLEASE NOTE THAT ONCE THIS WRITTEN BALLOT IS SUBMITTED, IT CANNOT BE REVOKED.