

Prepared by: This instrument prepared by Kara J. Keith of Bellamy, Rutenberg, Copeland, Epps, Gravely & Bowers, P.A., a licensed North Carolina attorney.  
Return to: 1000 29th Avenue North, Myrtle Beach, SC 29577

**STATE OF NORTH CAROLINA**

**COUNTY OF PENDER**

**FIRST AMENDMENT  
TO  
DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS  
FOR  
INDIGO AT ABBEY PRESERVE**

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**THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR INDIGO AT ABBEY PRESERVE** (this “**Amendment**”) made this \_\_\_\_ day of \_\_\_\_\_, 2025, by Clayton Properties Group, Inc., a Tennessee corporation, doing business as Mungo Homes (the “**Declarant**” or “**Developer**”).

**RECITALS:**

A. Declarant previously recorded that certain Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Indigo at Abbey Preserve, dated November 21, 2024, and recorded November 22, 2024, in Book 4851 at Page 749, records of Pender County, North Carolina (as amended, modified or supplemented from time to time, the “**Declaration**”); and

B. Article XIII, Section 13.6 of the Declaration provides that until the termination of Developer’s Class “B” Membership or upon reinstatement of the Developer’s Class “B” Membership as a result of the annexation of additional property into the Community, but not the reacquisition of a Lot or Lots previously owned by the Developer, the Declaration may be amended, amended and restated, changed, added to, derogated or deleted by the Developer, from time to time in its sole discretion without the consent of the Owners, their mortgagees, or the Association, by the execution and recordation of any instrument executed by the Developer

C. The Declarant desires to amend the Declaration to provide for the possibility for hiring a vendor for trash collection with the Community.

**NOW THEREFORE**, in consideration of the foregoing premises and the additional sum of Five and No/100 (\$5.00) Dollars, the sufficiency and receipt of which is hereby acknowledged, the terms of the Declaration, upon the terms and conditions set forth herein, and that the Declaration shall be amended as set forth herein.

1. Recitals and Defined Terms. The recitals above are incorporated herein by this reference. Each capitalized term not otherwise defined in this Amendment shall have the meaning set forth in the Declaration.


2. Trash Collection. The Board of Directors may subject the Property to a contract with a single trash vendor, and all Owners shall be required to use such trash vendor for household trash collection. The cost of such contract shall be part of the Assessments and shall be collected pursuant to Article VII of the Declaration.

3. Miscellaneous. All capitalized but undefined terms used in this Amendment shall have the meaning ascribed to such terms in the Declaration.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officers and its corporate seal to be affixed thereto on March 11, 2025.

**DECLARANT**

**Clayton Properties Group, Inc.**  
A Tennessee corporation


By:   
Name: MARK PRIEWE  
Its: VP OF LAND

New Hanover County, State of North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Mark Priewe, as VP of land of Clayton Properties Group, Inc.

Date: March 11, 2025

My Commission Expires:  
3/24/2029

  
Notary Public  
Print Name: Nicole L Burk

[Affix Notary Stamp or Seal below]

