

Drawn by and return to: Sellers, Ayers, Dortch & Lyons, P.A. (SCS)
Filed Electronically

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR EAGLE RUN**

Brunswick County, North Carolina

This AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR EAGLE RUN ("Amendment") is made and entered into this the 13th day of September, 2022, by Pulte Home Company, LLC, a Michigan limited liability company ("Declarant").

STATEMENT OF PURPOSE

The DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR EAGLE RUN was recorded on May 28, 2021 in Book 4630 at Page 1129 of the Brunswick County public registry (as amended and supplemented, the "Declaration"). Section 11.4 of the Declaration ("Amendment") provides that during the Declarant Control Period, the Declarant may amend the Declaration unilaterally and for any reason. The Declarant Control Period continues as of the date of this Amendment and Declarant records this Amendment to amend and modify the Declaration as provided herein.

NOW, THEREFORE, pursuant to the provisions of Section 11.4 of the Declaration, the Declarant amends the Declaration as follows:

- (1) Section 5.2 of the Declaration ("Owner's Responsibility") is amended to add the following language immediately at the end of the existing provision:**

In addition to maintaining the Lot and all improvements thereon in Compliance with the Community Standard, as required above, the Owner of each Lot shall also be obligated to repair and maintain the area which lies between the boundary line(s) of such Owner's Lot and the paved or improved portion of any adjacent road right-of-way (including, without limitation, any vegetation, planting strip, drainage swales, landscaping and street trees), provided, however, that the Owner shall not be responsible for the repair or maintenance of any sidewalk, curb or paved roadway within the area described above. The maintenance required hereunder shall be performed in a manner which is consistent with this Declaration and the Community Standard.

- (2) Article V (“Maintenance and Conveyance of Common Area to Association”) shall be amended to add the following as a new Section 5.4 (“Establishment of Minimum Community Standard with Respect to Lots”) immediately following existing Section 5.3 (“Conveyance of Common Area and Personal Property by Declarant to Association”):**

***Section 5.4 Establishment of Minimum Community Standard with Respect to Lots.** At a minimum, the Community Standard shall require the following with respect to the maintenance and repair of Lots (and the improvements thereon):*

- (a) Prompt removal of all litter, trash, refuse and waste;*
- (b) Prompt removal of trash, refuse, debris and weeds from all lawns, shrub beds, improved natural areas and landscaping;*
- (c) Full and continuous compliance with all governmental health and police requirements;*
- (d) Pruning of all trees and shrubs at least once every six (6) months in order to keep vegetation neatly and evenly trimmed;*
- (e) Mowing of all lawn and all turf areas for which Owner is responsible, if any, so that grass does not exceed four (4) inches in height;*
- (f) Regular watering of the Lot to keep lawn and vegetation alive;*
- (g) All exterior lighting and mechanical facilities must be kept in working order at all times;*
- (h) Prompt removal and/or replacement of any dead plant material;*

(i) *Prompt repair of cracked, broken, or damaged areas in parking areas and driveways and prompt removal of vegetation from parking areas and driveways;*

(j) *Prompt repainting, refinishing, and/or repair of any part of the exterior of the Dwelling and all other improvements on the Lot that fades, chips, cracks, peels, discolors or otherwise deteriorates;*

(k) *Prompt repair or replacement of any damage to the Dwelling and all other improvements on the Lot. If any Dwelling or other improvement on a Lot is damaged or destroyed by fire or other casualty, then the Owner of the Lot on which the damaged Dwelling or improvement is situated must repair and restore such damage or, in the alternative, remove the damaged Dwelling or improvement and restore the Lot to its condition existing prior to the construction of such Dwelling or improvement within six (6) months following the date such damage or destruction occurs;*

(l) *Maintenance of all portions of the Lot which are not improved by an impervious surface or a structure with approved turf, vegetation, or groundcover;*

(m) *Barren earth shall not be exposed anywhere on a Lot;*

(n) *Prompt removal and replacement of any diseased, dead or dying plants, turf, shrubs, or trees (regardless of size);*

(o) *Prompt repair or replacement of any exterior building surface or component on the Dwelling or any other improvement on the Lot, which is missing, broken or otherwise in a state of disrepair;*

(p) *Items to enhance the outdoor usability of a Dwelling, or items used to decorate a Dwelling, shall not have obvious missing parts, be broken, or otherwise be in a state of disrepair and must be immediately repaired or removed from sight until repaired. Examples of such items include, without limitation, outdoor furniture, flower planters, patio umbrellas, banners, flags, and holiday decorations; and*

(q) *Decks or other natural wood improvements, such as pergolas and arbors, shall not have any unprotected exposed wood.*

(3) Except as herein specifically amended, the provisions of the Declaration as well as all prior amendments and supplements are ratified and confirmed, and the Declaration and any amendments and supplements shall continue in full force and effect in accordance with their terms.



IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment as of the day and year first above written.

DECLARANT:
Pulte Home Company, LLC,
a Michigan limited liability company

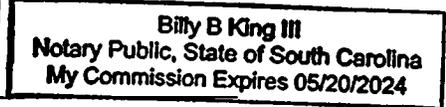
By: 
Sidney Dudley
Its: Vice President of Land Development

STATE OF North Carolina

COUNTY OF Brunswick

This 1st day of September, 2022, personally came before me **Sidney Dudley** who, being by me duly sworn, says that he is **Vice President of Land Development of Pulte Home Company, LLC**, and acknowledged that said writing was signed by him, in his capacity as Vice President of Land Development of the limited liability company, by its authority duly given, and on behalf of the limited liability company.


Notary Public

My commission expires: 

[NOTARIAL STAMP/SEAL]

