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**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR FOUNDERS POINT**

Union County, North Carolina

This Amendment to the Declaration of Covenants, Conditions, and Restrictions for Founders Point ("Amendment") is made and entered into this the 29 day of March, 2023, by **Pulte Home Company, LLC**, a Michigan limited liability company ("Declarant").

STATEMENT OF PURPOSE

The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOUNDERS POINT was recorded on May 26, 2022, in Book 8487 at Page 267 of the Union County Public Registry (as amended and supplemented, the "Declaration"). Section 12.2 of the Declaration provides that during the Declarant Control Period, the Declarant shall have the right to amend, modify, delete terms or provisions from, or add new terms and provisions to the Declaration unilaterally and for any reason, without the consent or approval of any other Owner or other person or entity and without the consent, joinder or approval of any Association officer or director. The Declarant Control Period continues as of the date of this Amendment and Declarant records this Amendment for the purpose of amending the Declaration as provided herein.

NOW, THEREFORE, pursuant to the provisions of Section 12.2 of the Declaration, the Declarant amends the Declaration as follows:

- (1) Article III, Section 3.1(b) ("Tenants or Contract Purchasers") is deleted in its entirety, with the following provision substituted in lieu thereof:**

(b) Tenants or Contract Purchasers. The right of and easement of enjoyment granted to every Owner in Section 3.1 of this Article may be delegated from the Owner to tenants or contract purchasers who occupy a House within the Property.

- (2) Article XI, Section 11.1 ("Residential Use Only") is amended to delete the last sentence of the first paragraph of that provision, and that sentence only, with the following sentence substituted in lieu thereof:**

In addition, Declarant or its agents, appointees, assignees or designees shall have the right to use any portion of the Property as a sales office, construction office, storage areas, model Lot, or similar facility in connection with the development, sale and leasing of the Property.

- (3) **Article XI, Section 11.1 ("Residential Use Only") is amended to delete the second paragraph of that section, in its entirety, with the following paragraph substituted in lieu thereof:**

Without limiting the foregoing, no Lot or any portion of the Property shall be used for or as a "Residential Institution" except to the extent such use is expressly required to be allowed by law. For purposes of this paragraph, a "Residential Institution" shall mean and refer to a nursing home, child care center, boarding house, "half-way house," dependent living facility, adult care center, adult care home, family child care home, group home, residential day care, house of detention, reform school, asylum, or institution of a kindred character.

- (4) **Article XI, Section 11.6 ("Fences and Walls") is amended to delete the third sentence of that provision, and that sentence only. The purpose of this amendment is solely to remove specific references to prohibited fencing types.**

- (5) **Article XI, Section 11.21 ("Signs and Flags") is deleted in its entirety with the following provision substituted in lieu thereof:**

Section 11.21 Signs and Flags. No signs of any kind, including political signs, shall be placed, or displayed in the public view on any Lot or anywhere on the Property except signs expressly permitted in the Architectural Guidelines or otherwise approved in writing by the Reviewer. No flags, banners, or pennants of any kind, including the flag of the United States of America or the State of North Carolina, shall be placed, flown, or displayed in the public view on any Lot or anywhere on the Property except as expressly permitted in the Architectural Guidelines or otherwise approved in writing by the Reviewer; provided, however, the display of the flag of the United States of America may be restricted and limited only as permitted in the Freedom to Display the American Flag Act of 2005. The provisions of this Section shall not prevent the placement of signs and/or flags identifying the Project anywhere on the Property, nor shall it prevent Declarant or its agents, appointees, assignees or designees from placing signs or flags to advertise the Property during the construction and sale period, including signs or flags on the Common Elements or any part of the property owned by Declarant or its agents, appointees, assignees or designees. Signs or flags placed or displayed in violation of this Section may be removed and destroyed without notice by Declarant and/or the Association

- (6) **Article XI, Section 11.23 ("Leases and Renting") is deleted in its entirety, with the following provision substitute in lieu thereof**

Section 11.23 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. If a Lot 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. Nothing contained this Declaration obligates nor shall be deemed to obligate an Owner to assign, or consent to assign, any rents received from a lessee to the Declarant, the Association, or any third party. Notwithstanding anything in this Declaration to the contrary, in no event shall this Declaration be amended to prohibit or further restrict leasing of a Lot without the prior written consent of all Owners.*

- (7) **Article XI, Section 11.33 ("Declarant Activities Exempted") is deleted in its entirety, with the following provision substitute in lieu thereof:**

Section 11.33 Declarant Activities Exempted. *Notwithstanding any provision in this Declaration to the contrary and until the expiration or termination of the Declarant Control Period:*

- (a) *Declarant, Declarant Affiliates, and/or their contractors, agents, licensees, appointees, assignees or designees may construct and maintain upon portions of the Common Elements and upon any Lot owned by the Declarant or its agents, appointees, assignees or designees such facilities and may conduct such events and other activities which Declarant or its agents, appointees, assignees or designees, in their sole discretion and opinion, deems reasonably required, convenient, or incidental to the construction or sale of Houses upon Lots, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and/or its contractors, agents, and licensees have an easement over and across the Common Elements for access and use of such facilities at no charge.*
- (b) *Declarant, Declarant Affiliates, agents, appointees, assignees or designees, and any builders will be entitled to conduct on the Property all activities normally associated with, and convenient to the development of the Property and the construction, sale and leasing of Houses on the Property.*

- (8) **Article XV, Section 15.9 ("Sales Center Property") is deleted in its entirety with the following provision substituted in lieu thereof:**

Section 15.9 Sales Center Property. *Models and any sales center or office, and the Lots on which any are located (collectively, the "Sales Center Property") are owned and maintained by the Declarant or its agents, appointees, assignees, or designees solely for the benefit of the Declarant or its agents, appointees, assignees or designees and are not part of the Common Elements or any amenity offering for the Community. Declarant*

reserves all rights with respect to the Sales Center Property after Declarant no longer requires it or any portion of it for sales and marketing purposes, unless the Sales Center Property has been sold. Without limiting the foregoing, Declarant may construct a residence upon each Lot comprising the Sales Center Property and sell such Lots and residences thereon to third parties or sell the Lots to the Association or to a third party for any use permitted under applicable law.

Except as herein specifically amended, the provisions of the Declaration as well as all prior amendments and supplements, if any, are ratified and confirmed and 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: _____

Dan Rossi

Vice President of Land Planning and Development

South Carolina
STATE OF ~~NORTH~~ CAROLINA

COUNTY OF Lancaster

I, a notary public for the county and state aforesaid, do hereby certify that **Dan Rossi** personally came before me, and being by me duly sworn, said that he is a Vice President of Land Planning and Development of **PULTE HOME COMPANY, LLC**, and that said writing was signed by him, in his capacity as Vice President of Land Planning and Development of the company, by its authority duly given, and on behalf of the company.

This 29 day of March, 2023.

Shannon M. Lando

[NOTARIAL SEAL/STAMP]

Printed Name: Shannon M. Lando

My commission expires: 12-3-2024

