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RETURN TO:
Pulte Home Company, LLC
2475 Northwinds Parkway
Suite 600
Alpharetta, GA 30009

CROSS REFERENCE:
Deed Book: 9487
Page: 476
Hall County, GA

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR HUNTERS CREEK**

This Amendment to Declaration of Protective Covenants for Hunters Creek (“Amendment”) is made as November 15, 2024, by Pulte Home Company, LLC, a Michigan limited liability company (hereinafter referred to as “Declarant”).

BACKGROUND STATEMENT

- A. Declarant executed that certain Declaration of Protective Covenants for Hunters Creek, which was recorded on June 7, 2024, in Deed Book 9487, Page 476, Hall County, Georgia records (hereinafter as supplemented and/or amended from time to time the “Declaration”).
- B. The Declaration provides in Section 15.2 thereof that during the Declarant Control Period the Declarant has the unilateral right to amend the Declaration. The Declarant Control Period has not expired.
- C. Declarant wishes to amend the Declaration as provided herein.

AMENDMENT

NOW THEREFORE, pursuant to the powers retained by Declarant under Section 15.2 of the Declaration, and in accordance with the provisions of those sections, the Declaration is hereby amended as set forth herein.

1. Section 5.2 of the Declaration is hereby deleted and replaced with the following:

5.2. Landscaping and Lawn Maintenance by the Association.

(a) The Association shall maintain and keep in good repair the lawn and landscaping improvements located on Common Area of the Community. Maintenance by the Association for the Common Area shall include, without limitation, lawn mowing on a regular basis, tree and shrub pruning, watering landscaped areas, and fertilizer and weed control treatments.

(b) Except as otherwise provided herein, the Association shall be responsible for maintaining the grass and the grounds of any Lot, except for (i) the grass and grounds enclosed in a fence in accordance with Section 6.19, and (ii) landscaping installed by the Owner of a Lot. Such maintenance by the Association shall consist of normal grass mowing, edging, blowing of the Lot, and trimming/pruning of shrubs installed by the Developer from front corner to corner of the Dwelling Unit. The Board of Directors may adopt and publish a landscape maintenance plan outlining the schedule for "standard landscaping" to be performed by the Association as determined in the sole discretion of the Board of Directors.

Notwithstanding the foregoing, the Association shall not be responsible for replacing any grass, shrubbery, trees or other landscaping which is dead or required to be removed on account of disease or blight on a Lot. Additionally, the Association, shall not be responsible for any routine maintenance, trimming, pruning and/or removal of trees located on a Lot, including, without limitation, any streetscape trees.

(c) Each Owner is responsible for all landscaping and/or lawn maintenance on their Lot and not provided by the Association, as may be set forth in rules and regulations adopted by the Board.

(d) The Board in its sole discretion may leave portions of the Community as undisturbed natural areas, may change the scope of the landscaping and lawn maintenance in the Community at any time and from time to time, or may, with the consent of the Declarant (during the Declarant Control Period) change or remove the level of landscaping and lawn maintenance performed, including, without limitation, the Association's obligation with respect to individual Lots as set forth in subsection (b) above. The Board may promulgate rules setting forth the extent of landscaping and lawn maintenance to be performed by the Association.

(e) The Board of Directors may promulgate rules setting forth the extent of landscaping and lawn maintenance to be performed by the Association and the rights of Owners with respect to adding or modifying landscaping improvements, including, for example, allowing seasonal

flowering plants in certain areas of the Community at the expense of the Owner. Landscaping improvements installed by the Owner in accordance with the provisions of this Declaration shall be maintained by the Owner in a manner consistent with the Community-Wide Standard. Any landscaping improvements originally installed by an Owner which are not properly maintained, including, but not limited to, damaged, diseased or dead plants, shrubs and trees may, at the sole discretion of the Board of Directors, be removed from the Community. The costs associated with removing any damaged, diseased or dead plants, shrubs and trees originally installed by an Owner in the Community, may be assessed against the Owner and the Lot as a specific assessment.

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

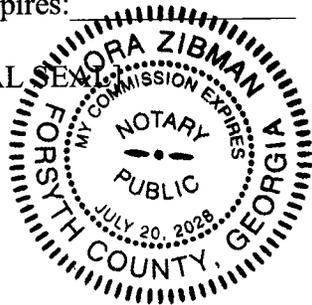
Signed, sealed and delivered in the presence of:

Heefchapo
Witness

Notary Public

My commission expires:

[NOTARIAL



Pulte Home Company, LLC,
a Michigan limited liability company

By:

Jason Garrett

Its: Division VP of Land

Planning & Development