

Drawn by and mail after recording to:
Alexander Ricks PLLC (MJH)
1420 E. 7th Street, Suite 100
Charlotte, NC 28204

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS, AND
EASEMENTS FOR BRIGHTON RIDGE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR BRIGHTON RIDGE (this "Amendment") is made as of the 26th day of December, 2023 (the "Effective Date"), by **TAYLOR MORRISON OF CAROLINAS, INC.**, a North Carolina corporation (referred to as "Declarant") (index as "Grantor" and "Grantee").

RECITALS:

WHEREAS, Declarant made and entered into that certain Declaration of Covenants, Restrictions, and Easements for Brighton Ridge dated as of, and recorded on, May 23, 2019 in Book 174511 at Page 1418 of the Wake County Public Registry (the "Declaration"); and

WHEREAS, pursuant to Section 17.1 of the Declaration, the Declaration may be unilaterally amended, changed or added to at any time and from time-to-time by an instrument executed by Declarant and recorded in the Wake County Public Registry without the requirement of the consent of the Association or any of the Owners or their mortgagees; and

WHEREAS, the Declarant desires to amend the Declaration as set forth herein.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Recitals. The Recitals above are hereby incorporated into this Amendment. Capitalized terms used but not defined herein shall have the meanings given them in the Declaration.

2. Party Structures. The following is hereby inserted as Section 7.11 of the Declaration:

"7.11 Party Structures. Notwithstanding anything in this Declaration to the contrary, the Association shall, at all times, Maintain in good repair, operate, manage, insure, and replace as

Submitted electronically by "Alexander Ricks PLLC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

often as necessary the entirety of any retaining walls and fences installed by the Declarant and located in whole or in part on (i) the Common Areas, and/or (ii) two (2) or more Lots (each a 'Party Structure'). For illustration purposes only, if one-half (1/2) of a Party Structure installed by the Declarant is located within the Common Areas and the other one-half (1/2) is located upon an Owner's Lot, then the Association shall be responsible for Maintaining the entire Party Structure. The cost and expense of any such Maintenance shall be a Common Expense hereunder. Except as otherwise provided for in Section 6.3 and/or Section 7.7 above, the Maintenance of any retaining wall(s) and fence(s) located entirely and exclusively on only one (1) Lot shall be the sole obligation of the Owner(s) of such Lot. If a Party Structure is damaged or destroyed by the act of an Owner or its Permitted Users (whether or not such act is negligent or otherwise culpable), then that Owner shall be responsible for all costs incurred by the Association to rebuild or repair the Party Structure to its prior condition and shall indemnify the Association from any consequential damages, loss, or liability; said costs shall be an Individual Assessment levied against the Lot owned by the responsible Owner. No Owner shall violate any of the following restrictions and any damages (whether cosmetic or structural) resulting from violation of any of the following restrictions shall be considered caused by the Owner causing such action nor allowing such action to occur on the Owner's Lot: (i) no Owner shall allow sprinklers to spray or other water sources to deliver water within 5' of any Party Structure, excluding rainfall that falls directly on such area (an Owner shall not collect rainfall from any other portions of the Lot and deliver it within 5' of any Party Structure; (ii) no Owner shall allow any plant to attach itself to any Party Structure (i.e. ivy); and (iii) no Owner shall allow attachments of any kind to any Party Structure. Notwithstanding the above, no Owner may remove a Party Structure or make structural or design changes to a Party Structure without first complying with the requirements set forth in Article 13 and gaining the approval of all Owners of affected Lots. Declarant shall not be liable to the Association or any Owner and the Association and each Owner hereby release and discharge the Declarant with respect to any claims, liabilities, losses, causes of action, fees, expenses, and complaints of any kind in any way relating to or arising from the design, approval, use, maintenance, operation, repair, or replacement of a Party Structure and the Association and each Owner assume all risk with respect thereto."

3. Animals and Pets. Section 11.8 of the Declaration is hereby deleted in its entirety, and the following is inserted in lieu thereof:

"11.8 Animals and Pets. No animals shall be raised, bred, or kept on any Lot or the Common Area, except that dogs, cats, or other common domesticated household pets may be kept or maintained, provided that they are not kept or maintained for the purpose of breeding or for any commercial purposes whatsoever. Additionally, and for avoidance of any doubt, any "service animal", as such terms are defined in the North Carolina General Statutes, may also be kept or maintained on any Lot, subject to the terms outlined below. Each Owner is specifically prohibited from keeping, raising, breeding, maintaining, or possessing any other animals, including, without limitation, poultry, pigs, goats, bees, reptiles, rabbits, sheep, horses or any other livestock on any Lot or portion thereof. The number of household pets generally considered to be outdoor pets, such as dogs, cats, et cetera, shall not exceed a total of three (3) in number, except for newborn offspring of such household pets which are under six (6) months of age. No animal shall be allowed if such animal constitutes an unreasonable annoyance, inconvenience, or nuisance to any other Owner, or exhibits a pattern of aggressive or dangerous behavior such as dog that has (1) bitten, attacked, endangered or inflicted severe injury on a human being on or off the Lot; (2) severely injured or killed a domestic animal at any time whether on or off the Lot or (3) when unprovoked, chased or approached any person upon the roads and/or sidewalks, or any other portion of the Community in a menacing fashion or apparent attitude of attack (hereafter, collectively defined as a "Dangerous Dog"); provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or

damage was sustained by a person who, at the time was unlawfully on the Lot or common area, or while lawfully on the Lot or common area, was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault. If the Board receives any complaint that an animal constitutes an unreasonable annoyance, inconvenience, or nuisance, or exhibits a pattern of aggressive or dangerous behavior, including, but not limited to a complaint that an Owner's animal is being neglected, improperly treated, or not properly restrained upon such Owner's Lot, or if upon Common Area, not properly leashed or carried, or any complaint that an animal has attacked or attempted to attack another Owner and/or its permitted animal(s), the Board shall afford the Owner of such animal notice and opportunity for hearing, and may require the complainant to present evidence of unreasonable annoyance, inconvenience, or nuisance, or a pattern of aggressive or dangerous behavior, at the hearing, and if the Board finds that such animal constitutes an unreasonable annoyance, inconvenience or nuisance, or exhibits a pattern of aggressive or dangerous behavior, the Board may require that such animal be immediately and permanently removed from the Property no later than fourteen (14) days after the Board's decision. Additionally, prior to any Person occupying a Unit who will keep a dog within such Unit, the Board shall have the right to require an in-person evaluation of said dog to determine if it qualifies as a Dangerous Dog. Any time that an animal is outside it must be on a leash or carried and accompanied by the Owner, or some other person. Animals shall not be left unattended outside even when chained or contained inside a fence, except as may otherwise be approved in writing by the ARB. If the ARB does authorize an animal to be left unattended while contained inside a fence, the applicable Owner shall be solely responsible for ensuring that such fence is completely secured and locked, such that the applicable animal shall not have the ability to escape from its fenced enclosure. At no time shall animals be allowed to be chained or tied in the Common Area or kept tied up outside of a Unit or in any screened porch or patio, unless someone is present in the Unit. Each Owner shall also be responsible for cleaning up the solid waste of its animals both on its Lot and on the Property. The Board may adopt additional rules and regulations concerning animals which are more restrictive than the provisions of this Declaration, including (if not already mandated by applicable laws of the Town) rules requiring that all animals be kept on a leash when in the Common Area and/or that animals be restricted to designated areas within the Common Area. Each Owner shall indemnify, defend, and hold harmless the Association and the Declarant, and their respective parents, subsidiaries, affiliates, officers, directors, and employees, from all accidents, claims, judgments, liens, liabilities, losses, damages or injuries of any kind or nature whatsoever (including, without limitation, defects, personal or bodily injury, injuries to pets, occupational injury or illness, death, and any damage to property), including attorneys' fees, costs, expert fees, expenses, fines, penalties and damages, arising out of related to the action(s) of such Owner's animal(s) within the Community."

4. Green Energy Improvements. The following is hereby inserted as Section 11.26 of the Declaration:

"11.26 Green Energy Improvements. The installation of solar panels or other "green energy" improvements ("Green Energy Improvements") to the roof or exterior of a Unit shall be permitted in accordance with N.C.G.S. §22B-20 after approval by the Architectural Review Board. Provided that the following restrictions do not prevent the reasonable use of the applicable Green Energy Improvements, any such Green Energy Improvements shall (i) not be visible from the right-of-way in front of the applicable Unit; (ii) shall be flush mounted on the far back side or rear of the roof of the Unit (positioned as low as possible on the rear side of the roof); and (iii) be installed to be as unobtrusive as possible. Upon any such approval for the installation of Green Energy Improvements, the Owner of such Lot, its successors and assigns, shall thereafter be responsible for

the installation, maintenance and repair of the Green Energy Improvements and any and all damage caused to the Unit or to adjacent Units, if applicable, during the installation, maintenance or repair of such Green Energy Improvements, and, as a condition to such approval, Declarant and/or the ARB may require the Owner of the subject Lot to enter into a license or other agreement relative to same. The Association shall not be responsible for the installation, maintenance or repair of Green Energy Improvements installed by an Owner.”

5. ARB Approvals. The last two sentences of the first grammatical paragraph of Section 13.2 of the Declaration are hereby deleted in their entirety, and the following is inserted in lieu thereof:

“Upon such receipt of a completely executed request for proposed modification, addition, or improvement of or on the Owner’s Lot, the ARB shall have forty-five (45) days in which to accept, accept with conditions or reject any proposed plans. If the ARB does not reject the plans and specification within such period, they shall be deemed denied.”

6. Governing Law; Binding Effect. The terms and conditions of this Amendment shall be governed by and construed in accordance with the laws of the State of North Carolina. This Amendment shall bind and run with the Property.

7. Miscellaneous. Except as modified by this Amendment, all of the terms and conditions of the Declaration shall remain in full force and effect. If there is any conflict between this Amendment and the Declaration, this Amendment shall control. Except where the context otherwise requires, all references in this Amendment to the Declaration shall be deemed to include the provisions of this Amendment. The terms and provisions of this Amendment shall be binding upon and shall inure to the benefit of the Owner(s) of the Property, their respective successors, heirs and assigns, if any.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the date set forth in the acknowledgment below and delivered as of the Effective Date.

DECLARANT:

TAYLOR MORRISON OF CAROLINAS, INC.,
a North Carolina corporation

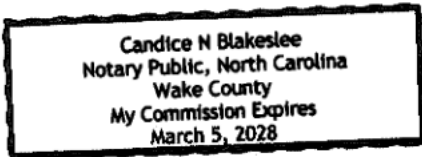
By: [Signature]
Name: Christopher Ferraguto
Title: Vice President

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, the undersigned, a Notary Public of the County and the State aforesaid, certify that Christopher Ferraguto, personally appeared before me this day and acknowledged that he is the Vice President of Taylor Morrison of Carolinas, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, he executed the foregoing instrument.

Witness my hand and official seal, this the 24th day of January, 2024.



[Signature]
Notary Public

Candice N. Blakeslee
Print Name

My commission expires: 03.05.2028