

After recording, please return to:  
Pulte Home Company, LLC  
Attn: Leslie Dekle  
2475 Northwinds Parkway  
Suite 600  
Alpharetta, Georgia 30009

CROSS REFERENCE: Deed Book: 10290  
Page: 1

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS FOR  
CADENCE**

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS FOR CADENCE (hereinafter referred to as "Amendment") is made as of January 9, 2018 by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, fka **PULTE HOME CORPORATION** (hereinafter referred to as "Declarant").

RECITALS

A. John Wieland Homes and Neighborhoods, Inc., a Georgia corporation, as Declarant, executed that certain Declaration of Protective Covenants and Easements for Cadence, which was recorded July 10, 2008 at Deed Book 10290, Page 1, *et seq.*, Cherokee County, Georgia records (hereinafter, as supplemented and/or amended from time to time, referred to as the "Declaration").

B. John Wieland Homes and Neighborhoods, Inc. assigned all of the rights, titles, interests, powers and authority as the Declarant arising under the Declaration to JW Homes, LLC, a Delaware limited liability company pursuant to that certain Assignment of Declarant's Rights, recorded November 19, 2012 at Deed Book 12102, Page 46, *et seq.*, aforesaid records.

C. JW Homes, LLC assigned all of the rights, titles, interests, powers and authority as the Declarant arising under the Declaration to, Pulte Home Corporation pursuant to that certain Assignment of Declarant's Rights, recorded February 11, 2016 at Deed Book 13694, Page 430, *et seq.*, aforesaid records.

D. Pursuant to Article XIII, Section 4 of the Declaration, for so long as the Declarant has the right unilaterally to subject additional property to the Declaration, the Declarant may unilaterally amend the Declaration for any purpose provided that such amendment shall not materially adversely affect the substantive rights of any Lot Owner nor shall it adversely affect title to any Lot without the written consent of the affected Lot Owner.

E. The foregoing Amendment does not materially adversely affect the substantive rights of any Lot Owner nor does it adversely affect title to any Lot.

F. Pursuant to Article IX, Section 1(a) of the Declaration, the right of Declarant to unilaterally subject additional property to the Declaration has not expired.

G. The Declarant desires to amend the Declaration as provided herein, as evidenced by the signatures attached hereto and by this reference incorporated herein.

TERMS

NOW THEREFORE, the undersigned hereby declares that all of the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject of the Declaration, amended as follows:

1. The Declaration is hereby amended by deleting Article XII, Section 14, paragraph (a) of the Declaration, in its entirety and replacing it with a new Article XII, Section 14, paragraph (a) to read as follows:

(a) Definitions

(i) "Private Courtyard" shall mean the area generally bounded as follows (and as illustrated on the Exhibit "1" attached hereto):

- In the front, by the Private Courtyard Fence, which connects the Home on the Private Courtyard Lot to the Home on the Supporting Lot.
- On the sides by the Private Courtyard Boundary Lines, which extend from the back corner of the Home on the Supporting Lot closest to the Home on the Private Courtyard Lot and from the back corner of the Home on the Private Courtyard Lot that is farthest from the Courtyard Easement Area benefitting such Private Courtyard Lot. In the event a Home is not adjacent to another Home on one side, the Private Courtyard will extend to the Lot Boundary line on the Private Courtyard Lot that is farthest from the Courtyard Easement Area.
- In the rear, by the rear property lines of the Private Courtyard Lot and the Supporting Lot.

Either, or both, or neither of the Private Courtyard Boundary Lines may be evidenced by fencing, and if no fencing is present, the Courtyard Easement Area shall nevertheless be such area as would be enclosed if a fence were erected along the Private Courtyard Boundary Lines.

Further, no portion of the structure of the exterior wall of the Supporting Lot shall be deemed to be included within or comprising part of any Private Courtyard.

(ii) "Private Courtyard Boundary Line" shall mean the line from the applicable rear corner of a Home to the rear property line, as more particularly detailed on Exhibit "1" attached hereto.

(iii) "Private Courtyard Fence" shall mean all portions the fences that form part of the boundaries of a Private Courtyard.

(iv) "Private Courtyard Lot" shall mean each of those Lots that benefit from a Courtyard Easement Area. A Private Courtyard Lot may also be referred to as a "Lot benefitted by a Courtyard Easement."

(v) "Supporting Lot" shall mean a Lot containing a Courtyard Easement Area. A Supporting Lot may also be referred to as a "Lot burdened by a Courtyard Easement."

(vi) "Courtyard Easement Area" shall mean the portion of a Supporting Lot which is included within the area of a Private Courtyard.

A diagram depicting a typical Private Courtyard is attached hereto as Exhibit "1."

2. Unless otherwise defined herein, the words used in this Amendment shall have the same meaning as set forth in the Declaration.

3. This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Cherokee County, Georgia and shall be enforceable against current Owners of a Lot subject to the Declaration.

4. Except as herein modified, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant hereby executes this Amendment, under seal as of the date and year written above.

DECLARANT:

PULTE HOME COMPANY, LLC,  
a Michigan limited liability company

PULTE HOME  
COMPANY, LLC  
CORPORATE SEAL  
MICHIGAN

By: [Signature] (SEAL)  
Name: Jason Garrett  
Title: Div. VP Land Planning & Dev.

Signed, sealed, and delivered  
in the presence of:

[Signature]  
WITNESS

[Signature]  
NOTARY PUBLIC

My Commission Expires

[AFFIX NOTARY SEAL]

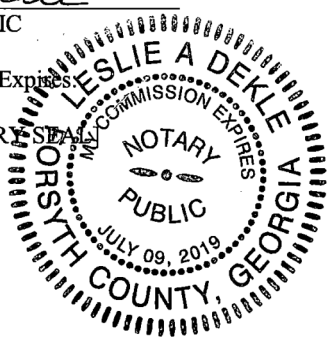
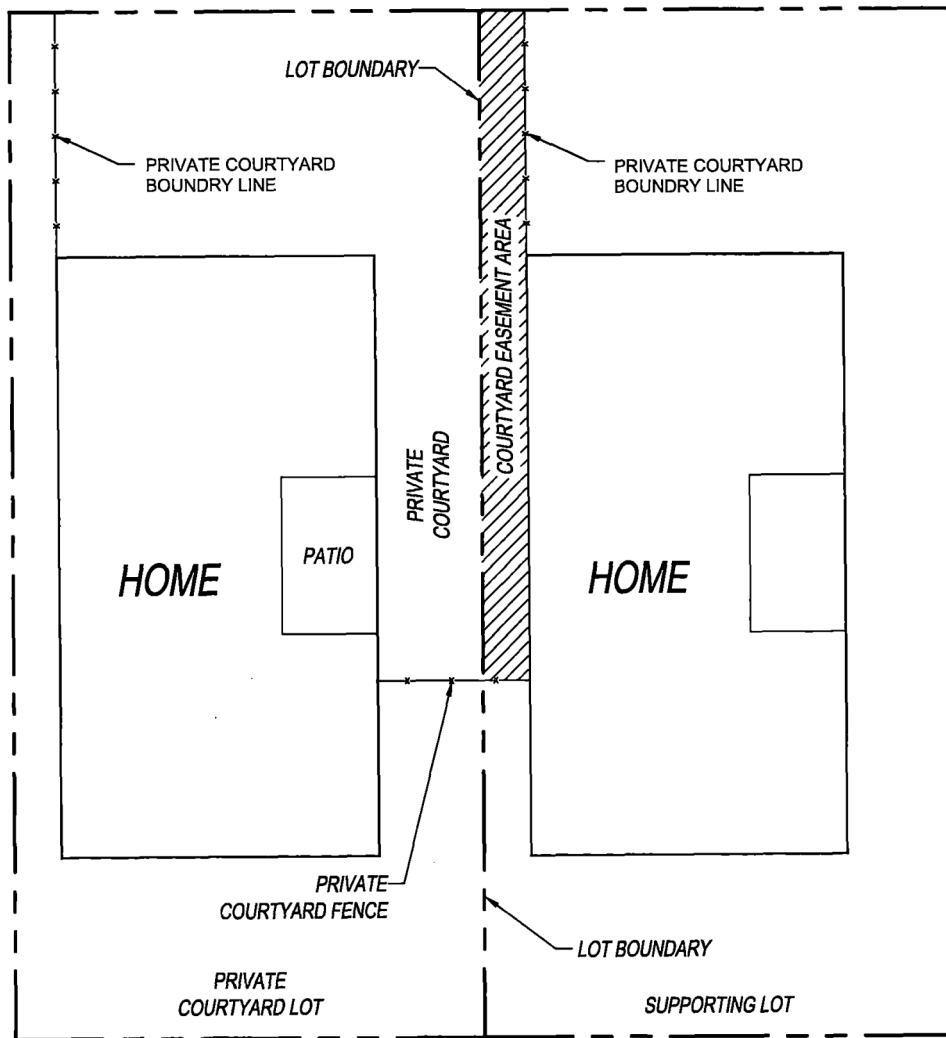


EXHIBIT "1"

REAR OF HOMES



FRONT OF HOMES