

Prepared by and Return To:
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NORTH CAROLINA

**FIRST AMENDMENT TO COVENANTS
FOR HOPE VALLEY SUBDIVISION**

GRANVILLE COUNTY

THIS AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HOPE VALLEY SUBDIVISION made on this ____ day of August, 2024 by ABSHIRE VENTURES, LLC, a North Carolina corporation, hereinafter called “Declarant”;

WITNESSETH

THAT WHEREAS, Declarant is the owner of certain property identified on that plat recorded in Plat Book 48, Pages 51, Granville County Registry known as “Hope Valley Subdivision”; and

WHEREAS, Declarant has previously recorded covenants, conditions and restrictions for Hope Valley Subdivision in Book 1728, Pages 12-47, Granville County Registry; and

WHEREAS, the aforesaid covenants allow for amendment by Declarant pursuant to Article X Section 4 and Article IV Section 6 A 11 of those previously recorded covenants; and

WHEREAS, Declarant now desires to amend said covenants;

NOW THEREFORE, the Declarant hereby amends the following:

1. Article IV Section 6 A is hereby amended by adding a Subsection 12 to state the following:

“12. Pond Maintenance Area and Duties for Lots 15 and 16. For clarification purposes of the duties and responsibilities of the Association as well as the Lot Owners for Lot 15 and Lot 16, Declarant hereby states the following:

- a. The Association shall be responsible for the upkeep and maintenance of the areas surrounding the Stormwater Ponds as shown on the recorded plat labeled as “Stormwater Wetlands”. The area includes a twenty (20) feet perimeter from the ponds themselves which shall include all landscaping needs as provided by the Association.
- b. The Owners of Lot 15 and Lot 16 shall be responsible for all yard maintenance starting from the twenty (20) foot perimeter from the pond and continuing for the remainder of their respective Lot as identified on the recorded plat.
- c. The Association shall be solely responsible for the upkeep and maintenance of the ponds themselves as those areas are considered “Common Areas” for the purpose of these Covenants. The exact procedures and responsibilities to be fulfilled by the Association are specifically outlined in the prior recorded Covenants as well as the recorded Stormwater Agreement in Book 1677 Page 935 Granville County Registry.

d. Should there ever be any stormwater overflow onto the adjoining Lots 15 or 16 which causes any damage to either Lot, it shall be the responsibility of the Association, by and through its liability insurance policy, to correct the damage and make the Lot Owner whole.

e. As per the prior recorded covenants and the recorded plat, there is established on Lots 15 and 16 a Variable Width Maintenance and Access Easement surrounding the Stormwater Wetlands which allows for access by the Association and its agents for the maintenance of those ponds. The Owners of Lot 15 and Lot 16 shall not impede the Association's ability to access said easement."

Except as set forth herein, the remainder of the Declaration of Covenants, Conditions and Restrictions for Hope Valley Subdivision recorded in Book 1728, Pages 12-47, Granville County Registry shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owners have hereunto set their hands and seals to these covenants the date and year first above written.

ABSHIRE VENTURES, LLC

_____(SEAL)
BY: KIP D. ABSHIRE
Title: Manager

STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, _____ a Notary Public of _____ County, North Carolina, do hereby certify that KIP D. ABSHIRE, as Manager of ABSHIRE VENTURES, LLC, a North Carolina limited liability company, personally appeared before me this day and stated that he as Manager being authorized to do so, executed the foregoing instrument on behalf of the company.

Witness my hand and official seal, this the _____ day of August, 2024.

Notary Public

My Commission Expires: _____