

I, MICHAEL A. MOSS, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACCURATE SURVEY MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR LAND SURVEYORS OF NORTH CAROLINA. THAT THE SOURCE OF INFORMATION FOR THIS SURVEY IS SHOWN HEREON; THAT THE BOUNDARIES ARE CLEARLY INDICATED; THAT THE RATIO OF PRESSION IS 1" = 40.00'; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 17-30 AS AMENDED; AND THAT THIS MAP PRACTICE FOR LAND SURVEYORS OF NORTH CAROLINA (21 NCAC 58.1600), WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL.



PROFESSIONAL LAND SURVEYOR (L-3784)

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESIGNATED ON WHICH GRANVILLE COUNTY REGISTER OF DEEDS OFFICE IN ACCORD WITH THIS PLAT, AND THAT I HEREBY CONSENT FURTHER, AND THAT I HEREBY LAND AS SHOWN HEREON IS WITHIN THE JURISDICTION REGULATION JURISDICTION OF GRANVILLE COUNTY, NORTH CAROLINA.

DATE: 5-24-19  
OWNER: Kji Abshire

I HEREBY CERTIFY THAT A GUARANTEE OF COMPLETION OF THE REQUIRED IMPROVEMENTS FOR THIS SUBDIVISION HAS BEEN OBTAINED FROM THE GRANVILLE COUNTY REGISTER OF DEEDS PURSUANT TO THE GRANVILLE COUNTY LAND DEVELOPMENT ORDINANCE.

DATE: 5-24-19  
COUNTY MANAGER: [Signature]  
GRANVILLE COUNTY, NORTH CAROLINA

I HEREBY CERTIFY THAT THE SUBDIVISION AS DEPICTED ON THIS PLAT HAS BEEN GRANTED FINAL APPROVAL PURSUANT TO THE GRANVILLE COUNTY LAND DEVELOPMENT ORDINANCE AND THE REQUIREMENTS CITED THEREIN.

DATE: 5-24-19  
DIRECTOR OF PLANNING: [Signature]

GRANVILLE COUNTY, NORTH CAROLINA  
I, Barry Baker, REVIEW OFFICER OF GRANVILLE COUNTY, CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE AND THAT ALL REQUIREMENTS FOR RECORDING.

DATE: 5-24-19  
REVIEW OFFICER: [Signature]

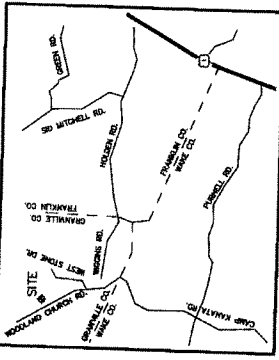
REGISTERED FOR REGISTRATION THIS DAY OF [ ] AT [ ] O'CLOCK [ ] M. AND [ ] P. IN THE REGISTER OF DEEDS, GRANVILLE COUNTY, N.C. BOOK NO. [ ] PAGE [ ]



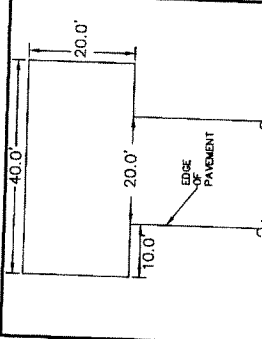
I, MICHAEL A. MOSS, PROFESSIONAL LAND SURVEYOR NO. L-3784, CERTIFY THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

MICHAEL A. MOSS, PROFESSIONAL LAND SURVEYOR NO. L-3784

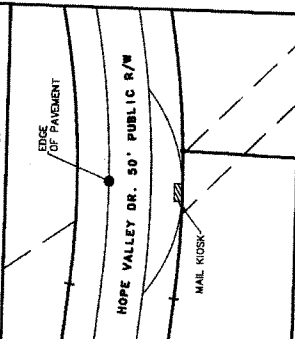
CAWTHORNE, MOSS & PANCIERA, P.C. PROFESSIONAL LAND SURVEYORS, C-1525, 333 S. WHITE STREET, P.O. BOX 1253, WAKE FOREST, N.C., 27588, (919) 556-3148



VICINITY MAP SCALE N.T.S.



TEMPORARY TURNAROUND SCALE N.T.S.



MAIL KIOSK DETAIL SCALE 1" = 40' (0 PARKING SPACES)

- LEGEND:
SPK - SET P.V. PIPE
EB - EXISTING IRON PIPE
EB - EXISTING IRON PIPE
BE - BENT EXISTING IRON BAR
PH - POWER POLE
LP - LIGHT POLE
PV - POWER VAULT
TEL - TELEPHONE
TEL - TELEPHONE
HYD - FIRE HYDRANT
WM - WATER VALVE
DI - DRAIN INLET
CO - CEMER CLEAN OUT
RCP - REINFORCED CONCRETE PIPE
S.T. - SIGHT TRIANGLE
EXP - EDGE OF PAVEMENT

- LINE TYPE LEGEND:
DOTTED LINE - LINE SURVEYED
DASHED LINE - LINE NOT SURVEYED
SOLID LINE - EXISTING
DASHED LINE - PROPOSED
DOTTED LINE - FUTURE
DOTTED LINE - FUTURE

SITE DATA TABLE
TOTAL AREA = 24,477 AC.
LESS R/W = 2,543 AC.
NET AREA = 21,934 AC.

RESIDENTIAL SINGLE FAMILY SUBDIVISION
TOTAL LOTS = 18
AVERAGE LOT SIZE = 1,219 AC.
TOTAL ROAD LENGTH = 2,026'

OWNER/DEVELOPER:
ABSHIRE VENTURES, LLC
1433 THOMPSON MILL ROAD
WAKE FOREST, NC 27787

CURVE TABLE
CURVE C-1 TO C-18 with columns for ARC LENGTH, CHORD BEARING, and CHORD LENGTH.

LINE TABLE
LINE L-1 TO L-8 with columns for BEARING, DISTANCE, and CHORD BEARING.

NOTE: THE LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE FALLS WATERSHED STORMWATER ORDINANCE (ORDINANCE) FOR NEW DEVELOPMENT. BEFORE YOU BEGIN ANY CONSTRUCTION OR BEGIN ANY LOT SHOWN ON THIS PLAT, YOU ARE ADVISED TO CHECK WITH THE GRANVILLE COUNTY PLANNING AND ZONING DEPARTMENT. YOU ARE ALSO ADVISED TO CHECK WITH THE GRANVILLE COUNTY PLANNING AND ZONING DEPARTMENT. YOU ARE ALSO ADVISED TO CHECK WITH THE GRANVILLE COUNTY PLANNING AND ZONING DEPARTMENT.

All development must conform with the approved stormwater plan.

MINIMUM BUILDING SETBACKS:
STREET 50.0'
SIDE 15.0'
REAR 25.0'

REFERENCES:
D.B. 1677 PAGES 935-967
D.B. 1635 PAGES 672-873
P.B. 46 PAGE 184
P.B. 40 PAGE 86
P.B. 11 PAGE 62
P.B. 18 PAGE 39
P.B. 32 PAGE 131
P.B. 12 PAGE 189
P.B. 10 PAGE 27





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Fee Amt: \$110.00 Page 1 of 36  
Granville County, NC  
Kathy M. Taylor Reg of Deeds  
BK 1728 PG 12-47

Prepared by and hold for: **Kimberly P. Thomas, Attorney  
Warren Shackelford & Thomas, P.L.L.C.  
Post Office Box 1187  
Wake Forest, NC 27588-1187**

**STATE OF NORTH CAROLINA  
COUNTY OF GRANVILLE**

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR HOPE VALLEY SUBDIVISION**

**THIS DECLARATION is made on the date hereinafter set forth by ABSHIRE  
VENTURES, LLC, a North Carolina limited liability company, hereinafter referred to as  
“Declarant”.**

**WHEREAS, Declarant is the owner of certain Property described hereinafter  
located in Granville County, State of North Carolina; and**

**WHEREAS, the Property is a single-family development approved by the  
appropriate governmental authorities of Granville County, North Carolina, now known as  
HOPE VALLEY SUBDIVISION; and**

**WHEREAS, in accordance with such approved single-family development,  
Declarant contemplates developing HOPE VALLEY SUBDIVISION as a residential  
development; and**

**WHEREAS, Declarant desires to impose pursuant hereto, easements, covenants,  
conditions and restrictions upon all of the Property;**

NOW, THEREFORE, Declarant hereby declares that all of the Property described hereinafter shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of enhancing and protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I**

**DEFINITIONS**

**Section 1.** "Association" shall mean and refer to HOPE VALLEY HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation, its successors and assigns.

**Section 2.** "Board of Directors" shall mean the elected body governing the Association as provided by North Carolina corporate law.

**Section 3.** "Building" shall mean and refer to a residential structure, single outbuilding or detached garage constructed or erected on said property.

**Section 4.** "Bylaws" shall mean the duly adopted bylaws of the Association, as may be amended from time to time.

**Section 5.** "Common Areas" shall mean those certain portions of the Property (including any improvements thereto) owned by the Association for the common use and enjoyment of the Owners, including any landscaping and mailbox kiosk. The Common Areas shall include any easement rights granted to the Association. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is all of that Property other than the Lots and private or public roads. The Declarant may recombine any portion of the Common Area with a Lot. Roads shall be conveyed at a later date by Declarant to the Association.

**Section 6.** "Declarant" shall mean and refer to ABSHIRE VENTURES, LLC, a North Carolina limited liability company, its successors and assigns to whom the rights of Declarant hereunder are expressly transferred, in whole or in part, and subject to such terms and conditions as Declarant may impose in the transfer thereof.

**Section 7.** "Entry Features" shall mean those portions of the Common Areas upon which permanent identification signs or monuments shall be initially installed and erected by Declarant at the various entrances of HOPE VALLEY SUBDIVISION, and upon conveyance of easement rights to such portions of the Common Areas to the Association, the Entry Features shall be maintained by the Association in accordance with this Declaration.

**Section 8.** "Lot" shall mean and refer to any numbered or lettered plot of land shown upon any recorded subdivision map of the Property which is intended for residential purposes.

**Section 9.** "Member" shall mean and refer to every person or entity who holds membership in the Association.

**Section 10.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 11.** "Property" shall mean and refer to that certain real property shown on that plat of HOPE VALLEY SUBDIVISION, a copy of which is recorded in Book of Maps 48, Pages 51, Granville County Registry incorporated herein by this reference.

**Section 12.** "Stormwater Facility" shall mean and refer to that certain area designated on Plat Book 46 Page 184, Granville County Registry designated as "Proposed Stormwater Control and Structure and Access Easement" area.

**Section 13.** "Stormwater Facility Agreement and Covenants" shall mean and refer to that agreement as recorded in Book 1677, Page 935, Granville County Registry which subject the Declarant, the Association and all Lot Owners within this subdivision to its terms and obligations.

**ARTICLE II  
PROPERTY**

The Property is hereby made subject to this Declaration and the Property shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Declarant, the

Association and each Owner subject to this Declaration and the controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens set forth in this Declaration.

**ARTICLE III**  
**ANNEXATION OF ADDITIONAL PROPERTIES**

The Declarant, its successors and assigns, hereby reserves the right to bring within the plan and operation of this Declaration, additional properties, whether currently owned or hereafter acquired, at future stages of the development.

The additions authorized under this and the succeeding subsection, shall be made by filing of record an Annexation of Additional Property in the Granville County Register of Deeds as needed.

**ARTICLE IV**  
**PROPERTY RIGHTS**

**Section 1. Owners' Easements or Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to and right of ingress and egress over the Common Areas, which rights shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to permit the charge of reasonable fees for the enjoyment of any portion of the Common Areas;
- (b) the right of the Association to suspend the voting rights during which any assessment against his Lot remains unpaid;
- (c) the right of the Association to formulate, publish, impose and enforce rules and regulations for the enjoyment of the Common Areas;
- (d) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common areas and in aid thereof to mortgage said Common Area which is affected, and the rights of such mortgagee in said portion of the Common Area shall be subordinate to the rights of the homeowners hereunder.

**Section 2. Delegation of Use.** Subject to Section 1 above, any Owner may delegate, in accordance with the Bylaws, his rights of enjoyment in and to the Common Areas, to the members of his family, his lawful tenants, or contract purchasers who reside on such Owner's Lot, and to his guests, invitees and licensees.

**Section 3. General Easements and Associated Undertakings.** All of the Property, including Lots and Common Areas, shall be subject to such easements for private roads or drives, public streets, water lines, sanitary sewers, storm drainage facilities, gas lines, cable communication transmission, telephone and electric power lines and other public utilities, whether above or below ground, as has been established by the Declarant prior to the subjecting of the Property to this Declaration, or as shown on any recorded subdivision map of any portion of the Property. The Association shall have the power and authority to grant and establish upon, over, under and across the Common Areas conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Property. Sight easements, if any, as may be shown upon any recorded subdivision map of the Property are hereby reserved by the Declarant.

An easement is hereby established for the benefit of any agency or utility performing any of the following services over all Common Areas and over an area of all Lots within the Property five (5) feet from the right-of-way line of any street or roadway established within the Property hereby or hereafter established for the setting, removal and reading of water and electricity meters, the maintenance and replacement of water, electricity, sewer and drainage facilities. In addition thereto, an easement is hereby established over all of the Property for the benefit of either the County of Granville and all other agencies and personnel performing any of the following duties and services for the fighting of fires, mail delivery, collection of garbage ambulance services and police protection. The Association shall assume all responsibility immediately for any monthly cost to operate any streets lights in the subdivision being serviced.

**Section 4. Title to the Common Areas.** The Declarant hereby covenants for itself, its heirs and assigns that it will convey fee simple title or, as applicable, easement rights for the Common Areas to the Association, free and clear of all encumbrances and liens, except public streets, private roads or drives, utility easements and any use

restrictions of record, including this Declaration, upon completion by Declarant of any initial improvements thereto, including landscaping.

**Section 5. Entry Features.** At all times during the term of this Declaration, the Association shall maintain and/or improve any Entry Features created within the Property in a manner at least comparable to the initial creation and construction thereof.

**Section 6. Stormwater Drainage Systems and Retention Ponds.** Certain Retention Ponds and Stormwater Drainage Systems required to collect storm water from one or more Lots ("Stormwater Control Systems"), and which are intended to become part of the Common Elements as set out herein, which have been or will be constructed and are designated in an area as outlined on Plat Book 46 Page 184, Granville County Registry, entitled "Storm Drainage Easement, BMP Access & Easement Plat for Hope Valley Subdivision".

**A. Obligations Regarding Stormwater Facilities:**

The Property includes one or more Stormwater Wetland areas and Variable Width Maintenance and Access Easements areas (hereinafter collectively "Stormwater Areas") that is/are the perpetual responsibility of the Association. Such Areas are the subject of a Stormwater Agreement and Covenants ("Stormwater Agreement") between Declarant, The Association, and the County of Granville ("the County") that is binding on the Association. The Stormwater Agreement is recorded at Book 1677, Pages 935-967, Granville County Register of Deeds. Defined terms shall have the meaning given to them in the Stormwater Agreement. The Property subject to that Stormwater Agreement is the "Property" referred to in this Article. The Stormwater Areas must be maintained in accordance with County Requirements as stated in the recorded Stormwater Facility Agreement and Covenants, which include all ordinances, policies, standards, and maintenance protocols and in accordance with the recorded Stormwater Agreement. In particular, the North Carolina Department of Environmental Quality Stormwater Design



Manual as amended from time to time, or such successor publication issued by the North Carolina Department of Environmental Quality or its successor agency or as may be adopted by the County, and the operation and maintenance manual prepared specifically for the Areas contain requirements that apply to the Association's Facilities. Nothing in the remaining Articles of the Declaration filed by Declarant as part of this Declaration or any subsequent modifications of this Declaration may reduce the Association's or Lot Owners' obligations (particularly Lots 15 and 16) with regards to these Areas. Such additional covenants may increase the obligations or provide for additional enforcement options.

The Stormwater Areas and their location are as follows: Those certain Stormwater Wetlands and Variable Width Maintenance and Access Areas as described in the recorded Stormwater Agreement shown on that certain plat entitled "Storm Drainage Easement, BMP Access & Easement for HOPE VALLEY SUBDIVISION" dated October 11, 2017, prepared by Cawthorne, Moss & Panciera, P.C., Professional Land Surveyors, recorded at Plat Book 46, Page 184, Granville County Registry (hereinafter the "Plat"), said property being more particularly described in Deed Book 1635, Page 672, Granville County and also described as Tract 2 containing 24.877 acres as shown on that certain plat entitled "Survey for George A. Jones" recorded in Plat Book 40, Page 86, Granville County Registry. The Areas are described specifically, without limitation, as follows:

- i. That certain "Stormwater Wetland 1/Variable Width Maintenance & Access Easement" consisting of 32,290 Sq. Ft. as shown on the Plat.

ii. That certain "Stormwater Wetland 2/Variable Width Maintenance & Access Easement" consisting of 15,516 Sq. Ft. as shown on the Plat.

iii. That certain "Wetland 'WA'" consisting of 1,061 Sq. Ft. as shown on the Plat.

iv. That certain "Wetland 'WB'" consisting of 1,701 Sq. Ft. as shown on the Plat.

v. That certain "Wetland 'WC'" consisting of 986 Sq. Ft. as shown on the Plat.

vi. That certain "Wetland 'WD'" consisting of 568 Sq. Ft. as shown on the Plat.

vii. That certain "Wetland 'WE'" consisting of 358 Sq. Ft. as shown on the Plat.

viii. That certain "Wetland 'WF'" consisting of 293 Sq. Ft. as shown on the Plat.

ix. That certain "Stream 'SA'", "Stream 'SB'", "Stream 'SC'", and "Stream 'SD'" as shown on the Plat.

x. That certain 50' Neuse River Riparian Buffers measured 50' from top of bank, Zone 1 of which shall be a 30' undisturbed buffer and Zone 2 of which will be a 20' vegetated buffer which shall be maintained as a perpetual easement even in the Neuse Buffer Rule changes in the future.

xi. That certain "20' Public Drainage Easement" consisting of 701 Sq. Ft. as shown on the Plat.

xii. That certain "20' Public Drainage Easement" consisting of 453 Sq. Ft. as shown on the Plat.

xiii. That certain "20' Public Drainage Easement" consisting of 9,873 Sq. Ft. as shown on the Plat.

xiv. That certain "20' Public Drainage Easement" consisting of 8,781 Sq. Ft. as shown on the Plat.

xv. That certain "20' Public Drainage Easement" consisting of 400 Sq. Ft. as shown on the Plat.

xvi. That certain "20' Public Drainage Easement" consisting of 7,907 Sq. Ft. as shown on the Plat.

xvii. That certain "20' Public Drainage Easement" consisting of 13,267 Sq. Ft. as shown on the Plat.

xviii. That certain "20' Public Drainage Easement" consisting of 3,112 Sq. Ft. as shown on the Plat.

xix. County shall have access for ingress/egress construction maintenance and inspections and all other purposes consistent with the terms of this Agreement over and across that certain "Proposed 50' Access Easement" consisting of 100,133 Sq. Ft. (2,229 acres) as shown on the Plat.

xx. Any other easement area shown on the Plat not referenced above or not specifically labeled.

xxi. Any other access easement not shown on the plat but benefitting the Property.

In addition to the above obligations, the Association's obligations with regard to these Areas are:

1. Inspections/Routine Maintenance. In accordance with County Requirements, the Association shall cause the Areas to be inspected i) annually; ii) after major storm events that cause visual damage to the Areas; and iii) upon notification from the County to inspect. The inspection shall be performed by a registered North Carolina Professional Engineer or a North Carolina Registered Landscape Architect or by a person who has been awarded a Stormwater BMP Inspection and Maintenance Certification by the North Carolina State University Cooperative Extension. The inspection shall occur annually during the month in which the Areas as-built certification was accepted by the County, which month may be determined through contact with the County Planner. The inspection shall be reported to the County as further described below.
2. Repair and Reconstruction. The Association shall repair and/or reconstruct the Areas as it determines is necessary, and, at a minimum, as set forth in County Requirements or as directed by the County to allow the Areas to function for their intended purpose, and to its design capacity. The Association shall provide written reports regarding major repair or reconstruction to the County in accordance with County Requirements. Without limitation, the Association shall make or cause to be made any repairs identified in the inspection report provided under paragraph 1

above and as may be reasonably directed by the County from time to time based on County requirements or County inspections of the Areas.

Compliance with inspection reports or County directives shall not limit Association's repair obligations.

- 3. Stormwater Budget Line Items & Funding.** The dues of the Association shall include amounts for upkeep and reconstruction of the Areas and charges for these purposes shall be included in the dues charged to Lots from the point that Lots are charged dues for other common purposes. The Association shall maintain two (2) separate funds in its budget for the Area. The first ("Inspection and Maintenance Fund") shall be for routine, yearly Facility expenditures – annual inspections, maintenance, and routine repairs (the "Routine Annual Expenditures") – and the funds for this purpose may be maintained as part of the Association's general account. The second ("Escrow Account") shall be dedicated to the separate Escrow Account that will build over time and provide money for sediment removal, structural, biological or vegetative replacement, major repair, and reconstruction of the engineered stormwater controls (the "Major Expenditures"), provided that the County shall first consent to the expenditure. The Escrow Account shall be maintained in an account that is separate from the HOA's general account as described below. At a minimum, the Association shall earmark \$4,700.00 annually from its collected dues for the Inspection and Maintenance Fund as determined by the County for Routine Annual Expenditures and \$636 annually for the

Escrow Account for Major Expenditures determined as set out in the section entitled "Escrow Account". The Routine Annual Expenditures shall be increased annually by 3% per year over the prior year's amount unless the County Planner determines that such an increase is not necessary for a given year. The Association may set a higher amount in its discretion. The Association shall set a higher amount if the County Planner determines, in his/her reasonable discretion that additional amounts are necessary to provide for Routine Annual Expenditures. Contributions to the Escrow Account for Major Expenditures shall be determined as set out in the section of the Stormwater Agreement entitled "Escrow Account". No additional contributions shall be required to the Escrow Account for Major Expenditures once the account balance reaches \$15,899.00 which amount shall be the sinking fund budget for the engineered stormwater controls. Withdrawals from and additions to the Escrow Account shall be required as set out in section of the Stormwater Agreement entitled "Escrow Account" and elsewhere herein. The Association shall set dues at a sufficient amount to fund Routine Annual Expenditures and the Escrow Account for Major Expenditures in addition to the Association's other obligations. The Association may compel payment of dues through all remedies provided in the Covenants for the Property or otherwise available under law.

4. Assessments/Liens. In addition to payment of dues, each Lot shall be subject to assessments by the Association for the purpose of fulfilling the

Association's obligations under this Article and under the Stormwater Agreement. Such assessments shall be collected in the manner set forth in the Declaration. As allowed under NCGS §47F, or successor statutes, all assessments remaining unpaid for thirty (30) days or longer shall constitute a lien on the Lot when the requirements set forth in the applicable North Carolina General Statutes are met. Such lien and costs of collection may be filed and foreclosed on by the Association. In addition, the Association's rights may, in the discretion of the County, be exercised by the County, as a third-party beneficiary of the recorded Stormwater Agreement and/or as Attorney in Fact for the Association, as provided in Section 4 (g) of the recorded Stormwater Agreement.

5. Stormwater Expenditures Receive Highest Priority. Notwithstanding any contrary provisions of the covenants of which this Article is a part, to the extent not prohibited by law, the inspection, maintenance, repair, and replacement/reconstruction of the Areas shall receive the highest priority (excluding taxes and assessments and other statutorily required expenditures) of all Association expenditures.

6. Separate Account for Escrow Account and Engineer's Report. The Association shall maintain the Escrow Account for the Areas in an account separate from the Association's general account. The Association shall use the Fund only for the major repairs and reconstruction of the Areas. No withdrawal shall be made from this fund unless withdrawal is approved by two Association officials who shall execute any documents

allowing such withdrawal. Prior to withdrawing funds from this account, the Association shall (i) obtain a written report from an engineer approved in accordance with County Requirements regarding repairs or reconstruction needed and approximate cost of such repair or reconstruction; and (ii) submit such report to the County Planner, and notify the County Planner of the repairs or reconstruction to be undertaken on the Area, the proposed date, and the amount to be withdrawn from the Escrow Account. In the event of an emergency, withdrawal and expenditure of funds may be made after telephone notification of the County Planner.

**7. Annual Reports to County.** The Association shall provide to the County annual reports in substance and form as set forth in County Requirements.

This annual report shall be signed by an officer of the Association, who shall attest as to the accuracy of the information in such report. If prepared by a professional management company hired to manage the Association's affairs the report shall so indicate. The officer's signature and attestation shall be notarized. At a minimum each report shall include:

- i. the annual Areas inspections report described in Section 1 above.
- ii. a bank or account statement showing the existence of the separate Escrow Account described in Section 6 above and



the balance in such fund as of the time of submission of the report;

- iii. a description of repairs exceeding normal maintenance that have been performed on the Areas in the past year, and the cost of such repairs;
- iv. the amount of Association dues being set aside for the current year of reach of the two stormwater funds – the Inspection and Maintenance Fund and the Escrow Account.

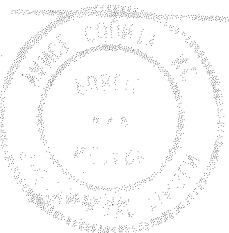
**8. Areas to Remain with Association; Lot Owner's Liability.** To the extent not prohibited by law, the Stormwater Areas shall remain the property of the Association and may not be conveyed by the Association. In the event the Association ceases to exist or is unable to perform its obligations under this Agreement, in addition to and not in limitation of any other remedies the County may have under these Covenants or under the Stormwater Agreement, all Lot Owners as defined in the Stormwater Agreement referenced above shall be proportionately liable to the County to fulfill the Association's obligations under this Agreement. Each Lot's proportional obligation shall be calculated as set forth in these Covenants. In addition, the County may also exercise the rights described in Section 8 of the recorded Stormwater Agreement all other remedies provided by law and this provision is in no way intended to limit the County's rights under the Stormwater Agreement or under any other provision of these Covenants.


 COUNTY OF SAN DIEGO  
 OFFICE OF THE COUNTY CLERK  
 1200 G STREET, SAN DIEGO, CA 92101  
 TEL: 619-438-3200

12800

RECEIVED BY DEED  
 COUNTY OF SAN DIEGO  
 02/10/10 10:10 AM  
 COUNTY CLERK'S OFFICE

**9. County Rights; Liens Against Owners.** In addition to rights granted to the County by ordinance or otherwise, the County shall have the following rights, generally summarized below, and more explicitly set forth in the Stormwater Agreement referenced above:



- i. Direct the Association in matters regarding the inspection maintenance, repair and/or reconstruction of the Facility/ies.
- ii. If the Association does not perform the work required by ordinance, by these covenants, and by the Stormwater Agreement referenced above, do such work itself, upon thirty (30) days' written notice to the Association.
- iii. Access the Facility/ies for inspection, maintenance, and repair, crossing as necessary the lot(s) on which the Facility/ies are located and all other private and public easements that exist within the Property subject to these covenants.
- iv. Require reimbursement by the Association of the County's costs in inspecting, maintaining, repairing, or reconstructing the Facility/ies, as provided in the Stormwater Agreement referenced above.
- v. Enforce any debts owed by the Association as described in the Stormwater Agreement referenced above against Lot Owners if such debts are not fully paid by the Association.

vi. The debt may be allocated to Lot Owners as provided in the other sections of these Covenants and may be made a lien on each owner's property, may be added to each owner's utility bills, and may result in foreclosure, as provided in Section 8 of the Stormwater Agreement referenced above.

10. No Dissolution. To the extent not prohibited by law, the Association shall not enter involuntary dissolution unless the Stormwater Areas are transferred to a Person who has been approved by the County and has executed a Stormwater Agreement with the County assuming the obligations of the Association. Under the Stormwater Agreement referenced above, individual Lots and Lot Owners continue to be liable for the Areas in the event the Association is dissolved without a new Stormwater Agreement between the County and a responsible party that is assuming the Association's obligations.

11. No Amendment. Without the prior written consent of the county, which may be given by the Granville County Manager, and notwithstanding any other provisions of these Restrictive Covenants, the Association may not amend or delete this Article with the exception of supplementing it provisions in a more detailed manner to better describe members' or Lot Owners' obligations regarding each other.

12. Stormwater Agreement Supersedes. The Stormwater Agreement referenced above supersedes any limiting provisions contained elsewhere

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in other Articles of these Covenants. However, such other Articles of the Declaration may supplement the obligations of the Association as set forth in the Stormwater Agreement, and/or the obligations of and remedies against individual Lot Owners or members bound by this Declaration. In the event of a conflict between this Declaration and the Stormwater Agreement, the Stormwater Agreement shall control.

ARTICLE V  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment.

Section 2. The Association shall have the following two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any such Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote or a fractional vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to two (2) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) all (100%) of the Lots have been sold by Declarant; or
- (b) on January 1, 2025.

ARTICLE VI  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, late charges, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the person(s) who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the welfare of the residents in the Property for the improvement and maintenance of the Common Areas, including Entry Features, for the establishment of adequate reserves for the replacement of capital improvements, if any, located within the Common Areas, payment of insurance premiums for contracts of hazard and liability insurance on the Common Areas, annual maintenance, repair and reconstruction of the stormwater facilities and payment of local ad valorem taxes or governmental charges, if any, on the Common Areas.

Section 3. Assessment Amount and Due Date. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be Six Hundred Dollars (\$600.00) per Lot per year.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Association each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote by the Members.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment

may be increased above ten percent (10%) by a vote of two-thirds (2/3) of the appropriate and affected class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

- (c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.
- (d) Owners who purchase Lots for the purpose of constructing dwellings shall be assessed twenty five percent (25%) of the annual assessment unless and until the dwellings are occupied by residents.
- (e) There shall be a working capital contribution amount due of Two Hundred Fifty Dollars (\$250.00) each time a lot transfers its ownership. Said amount shall be due and owing from the Buyer of said property who will be occupying the home and shall be made payable to the association.
- (f) Should a builder purchase a lot but does not actually build a home within an eighteen (18) month period of original purchase, then in that event the builder agrees to pay full homeowner's dues to the association and becomes a member of said association.
- (g) Builders shall not be liable for any association dues for the 2019 year. Thereafter, the Owner of any Lot in the year 2020 and beyond, including any Builder, shall be liable for said year's dues.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, provided, however, any such assessment shall have the assent of two-thirds (2/3) of the votes of each appropriate and affected class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 or this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting

called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each appropriate and affected class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots owned by each class of Member and annual assessments may be collected on an annual, monthly or quarterly basis; provided, however, annual and special assessments for all Lots owned by Declarant and not occupied as a residence shall be twenty-five percent (25%) of such assessments for other similarly located Lots. Special assessments may be to the contrary, the Association shall have the power, right and authority to issue a special assessment against any Lot and its Owner if such Owner shall fail to reimburse the Association or the Declarant, as the case may be.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10.0%) per annum and shall be subject to a late charge of Twenty-Five and No/100 Dollars (\$25.00). The Association may bring an action at law against the Owner personally obligated to pay the same for such delinquent assessment, interest, late charges, costs and reasonable attorneys' fees of any such action, or foreclose the lien against the Lot. For purposes of this Section 7, the amount of delinquent assessment, plus accrued interest and late charges shall be considered evidenced by this Section 7 and, therefore, evidence of indebtedness shall exist hereby. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer.

No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII  
INSURANCE

Section 1. Ownership of Policies. Contracts of insurance upon the Common Areas shall be purchased by the Association for the benefit of the Association. The Association may reevaluate its coverage from time to time and may provide, subject to Section 2 of this Article, for such insurance coverage as it deems appropriate.

Section 2. Coverage. All improvements and personal property included in the Common Areas shall be insured in an amount equal to at least one hundred percent (100%) of their insurable replacement value as determined annually by the Association with the assistance of the insurance company underwriting the coverage. Such coverage shall provide protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect thereto.

Section 3. Fidelity Insurance or Bond. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the Association shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to at least one-half (1/2) the annual assessment plus reserves accumulated.

Section 4. Premiums. Premiums for contracts of insurance purchased by the Association shall be paid by the Association and charged ratably to the Owners as an assessment according to the provisions of Article VI above.

Section 5. Proceeds. All contracts of insurance purchased by the Association shall be for the benefit of the Association and its mortgagees, if any, as their interests may appear, and the Owners, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Declaration. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein.



Section 6. Distribution of Insurance Proceeds. Proceeds of contracts of insurance received by the Association as insurance trustee shall be distributed to or for the benefit of the beneficiary or beneficiaries thereof in the following manner:

- (a) The proceeds shall be paid first to defray the cost of reconstruction and repair of casualty or liability so covered.
- (b) Any expense of the insurance trustee may be paid from proceeds after payment of reconstruction or repair expenses or liability. Any proceeds remaining thereafter shall be distributed to the beneficiary or beneficiaries of the trust.

ARTICLE VIII  
ARCHITECTURAL AND APPEARANCE CONTROL

Section 1. General. Anything contained in this Declaration which may be construed to the contrary notwithstanding, no tree removal, site preparation on any Lot or change in grade or slope of any Lot or erection of buildings or exterior additions or alterations to any building situated upon the Property or erection of or changes or additions in fences, hedges, walls and other structures, or construction of any swimming pools or other Improvements, shall be commenced, erected or maintained on any Lot until the architectural control committee appointed as hereinafter provided (the "Architectural Control Committee"), has approved the plans and specifications therefor and the location of such Improvements.

Section 2. Composition. For so long as Declarant owns one or more Lots, Declarant, or its appointees, shall act as the Architectural Control Committee. Upon final termination of Declarant's membership in the Association, the Board of Directors of the Association shall appoint three (3) individuals as members of the Architectural Control Committee on an annual basis. In the event of the death or resignation of any member of the Architectural Control Committee, the remaining members of the Architectural Control Committee shall have full authority to designate and appoint a successor. No member of the Architectural Control Committee shall be liable for claims, causes of action or damages (except where occasioned by gross negligence or willful misconduct of such member) arising out of services performed pursuant to this Declaration.

Section 3. Procedure. No Improvement of any kind or nature shall be erected, remodeled or placed on any Lot until all plans and specifications therefor and a site plan therefor have been submitted to and approved in writing by the Architectural Control Committee, as to:

- (i) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, and facing of main elevation with respect to nearby streets.
- (ii) conformity and harmony of the external design, color, type and appearance of exterior surfaces;
- (iii) location with respect to topography and finished grade elevation and effect of location and use on neighboring Lots and improvements situated thereon and drainage arrangement; and
- (iv) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within bulletins promulgated by the Architectural Control Committee or matters in which the Architectural Control Committee has been vested with the authority to render a final interpretation and decision.

Any modification or change to the Architectural Control Committee approved set of plans and specifications must again be submitted to the Architectural Control Committee for its inspection and approval. The Architectural Control Committee's approval or disapproval, as required herein, shall be in writing.

The Architectural Control Committee may, but shall not be so required, from time to time publish and promulgate architectural standards bulletins which shall be fair, reasonable and uniformly applied in regard to the Lots and shall carry forward the spirit and intention of these covenants, conditions and restrictions. Although the Architectural Control Committee shall not have unbridled discretion with respect to taste, design and any standards specified herein, the Architectural Control Committee shall be responsive to technological advances or general changes in architectural designs and materials and related conditions in future years and use its best efforts to balance the equities between matters of taste and design (on the one hand) and use of private property (on the other

hand). Such bulletins, if any, shall supplement these covenants, conditions and restrictions and are incorporated herein by reference.

Section 4. Jurisdiction. The Architectural Control Committee is authorized and empowered to consider and review any and all aspects of the construction of any Improvements on a Lot which may, in the reasonable opinion of the Architectural Control Committee, adversely affect the living enjoyment of one or more Owners or the general value of the Property.

Section 5. Enforcement. The Architectural Control Committee and/or the Association shall have the specific, nonexclusive right (but not obligation) to enforce the provisions contained in this Article and/or to prevent any violation of the provisions contained in this Article by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions contained in this Article.

Section 6. Definition of "Improvement". The term "Improvement" shall mean and include all buildings, storage sheds or areas, roofed structures, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, driveways, ponds, lakes, changes in grade or slope, site preparation, swimming pools, tennis courts, signs, exterior illumination, changes in any exterior color or shape and any new exterior construction or exterior improvement exceeding \$1,000.00 in cost which may not be included in any of the foregoing. The definition of Improvement does not include shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expensed in accounting practice and which does not change exterior colors or exterior appearances. The definition of Improvements does include both original Improvements and all later changes to Improvements.

Section 7. Failure of the Architectural Control Committee to Act. If the Architectural Control Committee fails to approve or disapprove any plans and specifications and other submittals which conform (and which relate to Improvements which will conform) with the requirements hereof or to reject them as being inadequate or unacceptable within thirty (30) days after submittal thereof, it shall be conclusively presumed that the Architectural Control Committee has approved such conforming plans and specifications and other submittals. If plans and specifications or other submittals are not sufficiently complete or are otherwise inadequate, the Architectural Control

Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

Section 8. Limitation of Liability. Neither the Architectural Control Committee nor the members thereof nor Declarant shall be liable in damages or otherwise to anyone submitting plans and specifications and other submittals for approval or to any Owner by reason of mistake of judgment, negligence, except for gross negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications.

Section 9. Miscellaneous. No member of the Architectural Control Committee shall be entitled to compensation for services performed pursuant to this Article. The Association shall reimburse members of the Architectural Control Committee for reasonable out-of-pocket expenses.

#### ARTICLE IX USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, amend, publish and enforce reasonable rules and regulations concerning the use and enjoyment of each Lot and the Common Areas.

Section 2. Use of Property. No portion of the Property shall be used except for residential purposes incidental or accessory thereto (Except for a temporary office or building model to be used by Declarant or his agents). Each Lot shall be occupied and/or used as follows:

1. Each Lot, but not to include Common Areas, will be used for residential purposes only, and each Lot shall constitute a building site. No dwelling shall be erected, altered, placed or permitted to remain on any building site other than one detached, single-family dwelling not to exceed two and one-half stories in height and an attached garage for not less than two cars.

2. Each dwelling shall have a heated, enclosed floor area as follows: if one story, at least 2200 square feet and if one and one-half stories or more, at least 2600 square feet. Heated, enclosed floor area shall not include unfinished basements, open porches, breeze-ways, screened porches, garages, walk-up attics, carports, steps, stoops. All home

shall use natural gas for all appliances for cooking, as well as for heating/HVAC systems, hot water heaters and any gas logs.

3. No dwelling or other approved structure shall be located on any Lot site nearer to any property line than allowed by County regulations. However, setbacks for homes in this subdivision shall have the following minimum setbacks even if these setbacks contradict County regulations: Front: 50'; Side: 15'; and Rear: 25'. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, PROVIDED, however, that this shall not be construed to permit any portion of a dwelling on a Lot site to encroach upon another Lot site.

4. Any vehicle which has advertising of any type, whether a display, a name or logo painting on the vehicle, an attached sign, or otherwise, must be parked in the garage, in the rear of the residence or behind a screen so that such vehicle cannot be seen from the street. Absolutely no vehicles, boats or any other type of personal property shall be placed in the front or side yard of any residence with a "for sale" sign upon it, any other such sign, or information which might indicate that the property is for sale.

5. Any boats, motor homes, or campers must be kept inside garage, at the rear of the house, or kept behind a screening so that they are not visible from the street. No boats, motorhomes or camper units whatsoever may be kept in the front yard of the dwelling. Any camper, boat, motorhome, car truck or other vehicle must be used regularly and be in operational use. If not used regularly and kept in operational use, it shall not be kept in the subdivision. Any boat, motorhome, or camper kept outside on the Lot shall be enclosed in a screening so that it is not readily visible from Lots beside or behind the Lot upon which the unit is being kept.

6. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises other than real estate signs. No trade materials or inventories may be stored on the premises. No business activity or trade of any kind shall be conducted on any Lot except that an office may be maintained in a residence if there is not client or customer traffic to the office.

7. No shelter of a temporary or permanent character such as a mobile home, trailer, basement, tent, shack, garage or barn shall be used on any Lot at any time as a

residence, either temporarily or permanently. No trailer, modular or mobile home shall be placed on any building site covered by these covenants.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front and rear ten feet of each Lot and five feet on each side line unless these are in excess of such distances on recorded plats, in which case the plats shall control. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on building site, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purposes. Owners with dogs, cats or other household pets will be responsible for their animals and will insure that they are not a nuisance to other Lot owners.

10. No Lot or portion thereof shall be dedicated or used for a public street unless approved by Owner.

11. Adequate off-street parking shall be provided by the Owner of each Lot for the parking of automobiles owned by such Owner, and Owners of Lots shall not be permitted to park their automobiles, boats, campers, travel trailers or any other vehicles on the streets in the subdivision.

12. All telephone, electric and other utility lines and connections between the main utility lines and residence and other buildings located on each Lot shall be concealed and located underground so as not be visible.

13. The Association will be required to pay the local utility company (or companies) a proportionate monthly service charge for any and all service charges associated street lighting.

14. Roads constructed in all phases of this subdivision shall be maintained by the Declarant until the State of North Carolina takes over the streets for maintenance. Further, Further, pursuant to the Granville County Land Development Ordinance, Sec 32-1065, all

lots in this Phase shall be subject to the following: The property owners' association shall be responsible for the maintenance and control of private roads and for maintenance of common areas or facilities, including, but not limited to, open space, recreational facilities, and storm water control and management facilities, if any. The property owners' association also shall be responsible for the maintenance, free from defects, and control of roads that are to be dedicated to the public between the time of their construction and the time of formal acceptance for maintenance by North Carolina Department of Transportation ONLY IN THE EVENT that the Declarant fails to meet its obligations under this division, including any maintenance agreement required by this division. This annexation hereby provides the necessary legal authority to maintain and exercise control over any roads and common areas and facilities, including the power to compel contributions from the property owners to cover their proportionate share of the costs associated with the maintenance and control of any applicable roads or common areas and facilities.

15. Driveways must be fully constructed with asphalt or concrete. Each driveway must be at least 16 feet in width at the road and no less than 10 feet in width at all other portions of the driveway. To the extent that any portion of this paragraph conflicts with the terms of paragraph 3 herein, paragraph 3 shall be deemed to prevail, and the driveway length requirements shall be adjusted to accommodate the provisions of paragraph 3.

16. The exterior walls of each dwelling, its garage and any outbuilding approved by the Architectural Control Committee as set forth herein shall be made of stone, brick, wood or Hardiplank or equivalent cement-based siding. Vinyl may not be used except as portions of soffits and eave ventilations.

17. Declarant reserves a sign easement upon Lots 1 and 3 as set out on the map of the subdivision. This easement shall be conveyed to the Association as hereinbefore set forth.

18. There shall be a mailbox kiosk as approved of by the Architectural Control Committee pursuant to North Carolina law. The mailbox kiosk shall be located at the site as set by the Architectural Control Committee.

19. During construction of the dwelling or any other type of construction being carried out on a Lot, any damage caused by such construction must be cleaned up and repaid

by the party causing it. Any mud clods or other debris which get into the right-of-way area of a street must be cleaned up within 48 hours. During construction on any Lot, there shall be a gravel area of at least 40 feet in length leading from the street onto said Lot, this gravel area being the entrance to the Lot, in order to prevent mud and other debris from being tracked into the street. During construction on any Lot, the Owner shall keep all construction vehicles off the shoulder of the road. During construction, the Lot Owner may burn trash in trash barrels only if a safe distance from neighboring houses and such burning does not constitute a disregard for any local building or fire codes.

20. Each Lot Owner shall keep his Lot free of tall grass, undergrowth, dead trees, trash and rubbish. Such Lots shall be maintained so as to present a pleasing appearance. In the event an Owner does not properly maintain his Lot as set forth in this paragraph, the Architectural Control Committee has the right to do whatever work is required to give the Lot a pleasing appearance with any such cost incurred in doing this being the liability of the owner of the Lot.

21. There shall be no more than two (2) yard sales per year for any one Lot in the subdivision. Any such yard sale shall not extend longer than six hours on the day it is held.

22. Except as outlined in Paragraph 19 herein, there shall be no burning of trash in the subdivision. All garbage and other refuse must be kept in stable, sanitary containers, and said containers shall be cleaned on a regular basis. Such garbage and refuse must be picked up and disposed of at least weekly. Storage facilities for garbage, trash and other refuse shall be out of sight of streets in the subdivision, either by placing such receptacles in the rear of the residence or providing a screening for them.

23. Motorbikes, go-carts and any other motorized vehicles must use only the paved streets of the subdivision. Any use of the shoulders of the paved streets by motorized vehicles is expressly prohibited. Any type of motorized vehicle that produces excessively loud noises shall not be allowed in the subdivision.

24. Any hobbies regularly conducted on any Lot shall not be a nuisance to the neighbors. Separate buildings for hobbies shall be constructed only when approved by the Architectural Control Committee. If a detached building is used mainly for a hobby, the



Architectural Control Committee shall consider the type of hobby during the approval process. Any hobby which produces a product for sale is expressly prohibited.

25. There shall be no signs exhibited on any Lot except for a "For Sale" sign.

26. No above-ground swimming pools shall be located on any Lot.

27. There shall be no discharging of firearms, guns, or pistols of any kind, caliber, type, or method of propulsion; and no hunting of any type shall be carried on or conducted on the Property.

#### ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Legal Proceeding for Breach. Should any proper party undertake a legal proceeding to enforce a violation or breach of any of these restrictions, such party shall be reimbursed for any legal expenses, court costs or other financial obligations undertaken in enforcing these covenants against the violating party. It is the intention that anyone violating these covenants pay for any expenses undertaken by a proper party in seeing that these covenants are enforced. The violating party must be given a written notice of a violation and given ten days to correct such violation.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Effect and Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument approved by not less than sixty-

six and two-thirds percent (66.67%) of the Lot Owners, and thereafter by an instrument approved by not less than seventy-five percent (75%) of the Lot Owners. Notwithstanding these provisions, this Declaration may be amended by the Declarant only without the approval of any Lot Owners, as long as one Lot within the Property is still owned by Declarant. Any amendment must be recorded.

Section 5. Amendment Form. If any amendment to these covenants, conditions and restrictions is so approved, each such amendment shall be delivered to the Board of Directors of the Association. Thereupon, the Board of Directors shall within thirty (30) days, do the following:

- (a) Reasonably assure itself that the amendment has been validly approved by the Owners of the required number of Lots. (For this purpose, the Board may rely on its roster of Members and shall not be required to cause any title to any Lot to be examined).
- (b) Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are executed. The following form of certification is suggested:

“CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS  
CONDITIONS AND RESTRICTIONS FOR HOPE VALLEY SUBDIVISION

By authority of its Board of Directors, HOPE VALLEY HOMEOWNERS ASSOCIATION, INC. hereby certifies that the following instrument has been duly approved by the Owners of \_\_\_ percent of the Lots of HOPE VALLEY SUBDIVISION and is, therefore a valid amendment to the existing covenants, conditions and restrictions of HOPE VALLEY SUBDIVISION.

This the \_\_\_ day of \_\_\_\_\_, 20\_\_.

HOPE VALLEY HOMEOWNERS ASSOCIATION, INC.

By: \_\_\_\_\_  
\_\_\_\_\_ President”

- (c) Immediately, and within the thirty (30) day period aforesaid, cause the amendment to be recorded in the Granville County Registry.

All amendments shall be effective from the date of their recordation in the Granville County Registry, provided, however, that no such instrument shall be valid until it has been indexed in the name of the Association in each Registry. When any instrument purporting to amend the covenants, conditions and restrictions has been certified by the Board of Directors, recorded and indexed as provided by this Section, it shall be conclusively presumed that such instrument constitutes a valid amendment as to all persons thereafter purchasing any Lots.

Section 5. Contract Rights of Association. As long as there is a Class B membership, any contract entered into by or on behalf of the Association shall contain a provision giving the Association or the other party thereto the right to terminate such contract upon the giving of not more than thirty (30) days written notice to the other party or parties.

Section 6. Lender's Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage.
- (b) Any sixty (60) day delinquency in the payment of assessments owed by the Owner of the Lot on which it holds the mortgage.
- (c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action that requires the consent of a specified percentage of mortgage holders.
- (e) The Association's financial statement for the immediately preceding fiscal year.

Section 7. Duty of Maintenance. The Owner of each Lot in the Property shall have the duty and responsibility, as such Owner's sole cost and expense, to keep that part of the Property so owned, including Improvements, ground and drainage easements or

other rights-of-way incident thereto, in accordance with the terms and provisions of the Declaration and in a well-maintained, safe, clean and attractive condition at all times.

Such maintenance includes, but is not limited to, the following:

- (1) Prompt removal of all litter, trash, refuse and waste;
- (2) Lawn mowing on a regular basis;
- (3) Tree and shrub pruning;
- (4) Watering by means of a lawn sprinkler system or hand watering as needed;
- (5) Keeping exterior lighting and mechanical facilities in working order;
- (6) Keeping lawn and garden areas alive;
- (7) Removing and replacing any dead plant material;
- (8) Keeping vacant land well-maintained and free of trash and weeds;
- (9) Keeping parking areas and driveways in good repair;
- (10) Complying with all governmental health and police requirements;
- (11) Repainting of Improvements; and Repair of exterior damage to Improvements

Section 8. Enforcement. If any such Owner or occupant has failed in any of the duties or responsibilities of such Owner as set forth in Article X, Section 7 of this Declaration, then the Board of Directors of the Association or Declarant may give such person written notice of such failure and such person must within ten (10) days after receiving such notice (which notice shall be deemed to have been received upon deposit in an official depository of the United States mail, addressed to the party to whom it is intended to be delivered, and sent by certified mail, return receipt requested), perform the care and maintenance required or otherwise perform the duties and responsibilities of such Owner. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, acting through its authorized agent or agents, or the Declarant, acting through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owner of a Lot on which such work is performed shall be liable for the cost of such work together with interest on the amounts expended by the Association or the Declarant in performing such

work computed at the highest lawful rate from the date(s) such amounts are expended until repaid to the Association or the Declarant, as the case may be, and for all costs and expenses incurred in seeking the compliance of such Owner with his duties and responsibilities hereunder and shall reimburse the Association or the Declarant, as the case may be, on demand for such costs and expense (including interest as above provided). If such Owner shall fail to reimburse the Association or the Declarant, as the case may be, within thirty (30) days after mailing to such Owner of a statement for such costs and expense by the Association or Declarant, the Association may issue a special assessment against such Owner pursuant to Article VI, Section 1 of this Declaration.

Section 9. OBLIGATION TO IMPROVE PROPERTY AND WAIVER THEREOF. IF ANY OWNER (OR ITS SUCCESSORS OR ASSIGNS) OF A LOT DOES NOT, WITHIN ONE (1) YEAR AFTER CONVEYANCE OF TITLE TO SUCH LOT FROM DECLARANT, OBTAIN A PERMIT AND BEGIN THE CONSTRUCTION OF A PERMANENT RESIDENCE ON SUCH LOT, WHICH IS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE, DECLARANT SHALL HAVE AN OPTION (BUT NOT AN OBLIGATION) TO REPURCHASE SUCH LOT FOR A CASH PRICE EQUAL TO THE PURCHASE PRICE PAID TO DECLARANT FOR SUCH LOT. THIS OPTION TO REPURCHASE MUST BE EXERCISED IN WRITING WITHIN SIX (6) MONTHS AFTER THE EXPIRATION OF THE ABOVE-REFERENCED ONE (1) YEAR PERIOD. CLOSING OF THE REPURCHASE SHALL TAKE PLACE WITHIN NINETY (90) DAYS AFTER THE EXERCISE OF THE OPTION TO REPURCHASE AND SHALL BE HELD AT THE OFFICE OF THE DECLARANT. THE SUBJECT LOT SHALL BE RECONVEYED TO DECLARANT BY GENERAL WARRANTY DEED SUBJECT ONLY TO THE EXCEPTIONS TO TITLE INCLUDED IN THE DEED FROM DECLARANT TO THE PURCHASER OF SUCH LOT FROM DECLARANT AND SUCH OTHER EXCEPTIONS, IF ANY, AS DECLARANT MAY SPECIFICALLY APPROVE IN WRITING AT THE CLOSING OF SUCH SALE.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused this Declaration to be executed, this 2<sup>nd</sup> day of May, 2019.

ABSHIRE VENTURES, LLC,  
A North Carolina limited liability company

By: Kip D. Ahl  
Kip D. Abshire, Manager

NORTH CAROLINA - COUNTY OF Franklin

I, a Notary Public of the County and State aforesaid, certify that KIP D. ABSHIRE, personally came before me this day and acknowledged that he is Manager of ABSHIRE VENTURES, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Manager.

Witness my hand and official stamp or seal, this 2<sup>nd</sup> day of May, 2019.

My Commission Expires: 10/30/21 [Signature]  
Notary Public

