

Type: CONSOLIDATED REAL PROPERTY
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Pitt County, NC
Lisa P. Nichols REG OF DEEDS

BK 4464 PG 329 - 331

NORTH CAROLINA
PITT COUNTY

Prepared By:
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Gaylord, McNally, Strickland,
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498 Red Banks Road
Greenville, NC 27858

AMENDMENT TO DECLARATION OF CONDITIONS, RESTRICTIONS AND COVENANTS
RUNNING WITH THE LAND

THIS AMENDMENT TO DECLARATION OF CONDITIONS, RESTRICTIONS AND COVENANTS RUNNING WITH THE LAND (the "Amendment") made on the date hereinafter set forth by ABIGAIL TRAILS, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant executed and recorded that certain Declaration of Conditions, Restrictions, and Covenants Running with the Land at Book 4379, Page 108 (the "Declaration") governing Abigail Trails Subdivision as further described in the Declaration; and,

WHEREAS, Declarant desires to amend the Declaration, and pursuant to Article X, Section 3 of the Declaration, the Declarant has the right and authority to amend the Declaration without the consent or joinder of any lot owner or the Abigail Trails Homeowners Association, Inc.;

WHEREAS, Declarant hereby executes this Amendment for the purpose of amending the Declaration as hereinafter set forth.

NOW, THEREFORE, the Declarant desires that the Declaration shall be amended as follows and that the Property, as defined in the Declaration, shall be owned, sold, conveyed, held, hypothecated, encumbered, used, occupied and improved subject to the Declaration as amended herein.

1. Article V, Section 3(a) is hereby deleted in its entirety and replaced with the following:

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submitted electronically by "Gaylord, McNally, Strickland, Snyder & Wells, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Pitt County Register of Deeds.

“Section 3: Basis and Maximum of Annual Assessments. (a) No assessments shall be made on any Lot or Unit until the earlier of (i) the issuance of a Certificate of Occupancy for said Lot or Unit by Pitt County, North Carolina or (ii) January 1, 2024 (in Phase 1 of the Subdivision) or January 1, 2025 (in Phase 2 of the Subdivision); provided, however, no assessments shall be made on any Lot or Unit owned by Declarant. Until January 1, 2024, the maximum annual assessment shall be Six Hundred and No/100 Dollars (\$600.00) per Unit located on each Class A Lot.

For so long as Class B Lots exist, the Board of Directors, in its sole discretion, shall have the authority to adopt an annual budget without a vote of the membership. Once Class B Lots cease to exist, the annual assessment may be increased by the Board of Directors effective January 1 of each year without a vote of the Members, but subject to the limitation that the percentage of any such increase shall not exceed 10% of the annual assessment for the previous year unless such increase is approved as set forth in Section 3(b) of this Article V.”

2. Article VII, Section 8 is hereby deleted in its entirety and replaced with the following:

“Section 8: Maintenance. Any two lot owners who jointly use a party wall may mutually agree to provide for exterior maintenance upon the structures upon each Lot particularly as to painting, exterior finish, replacement and care for roof, gutter, downspouts, and exterior building surfaces.

For the purposes of this agreement, the shingles on any building shall be considered joint property and shall be governed by the same rules hereunder as if they were a party wall. All applicable law of party wall shall apply to shingles. In the event that shingles are destroyed, lost, blown off or otherwise missing, all shingles must be replaced in a manner such that it will not appear as if there is any patching of the shingles. All shingles shall be of the same shading and appearance such that they appear to be one solid single set of shingles. If this cannot be done, the entire set of shingles on the whole building must be replaced, with the cost of replacement to be borne equally by each lot owner. The Owners Association can assess fines against an owner who is unwilling to replace the roof.

The parties owning Lots on which the joint party wall is in use may agree to provide for separate maintenance to the end that each Owner shall take care of and be responsible for the maintenance on his Lot, but each Owner shall maintain his Lot including appearance in a manner not incompatible with the adjacent Owner.

In the event of any dispute arising concerning the maintenance or the sharing of cost or maintenance or any other matter under the provisions of this Article, each Owner shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be made by a majority of all arbitrators. Said decision shall be final and binding on both Lot Owners.”

3. Except as amended as expressly provided herein, the Declaration is hereby ratified and confirmed in its entirety.

IN WITNESS WHEREOF, the Declarant has executed this document, with authority duly given, the day and year first above written, intending it to be a sealed document.

This the 31st day of October, 2023.

ABIGAIL TRAILS, LLC

By: Gina P. Glick (SEAL)
Gina P. Glick, Manager

NORTH CAROLINA
PITT COUNTY

I, Kacie N. Mizell a Notary Public of the County and State aforesaid, certify that Gina P. Glick, personally appeared before me this day in the capacity of Manager of Abigail Trails, LLC and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 31 day of October, 2023.

Kacie N. Mizell
Notary Public

My commission expires: 03/30/2028

