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 BY: KELLIE GILES  
 DEPUTY



2022005704  
 NEW HANOVER COUNTY, NC  
 TAMMY THEUSCH PIVER  
 REGISTER OF DEEDS

NC FEE \$26.00

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR HOLLY GLEN ESTATES**

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**NORTH CAROLINA**

**NEW HANOVER COUNTY**

This AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HOLLY GLEN ESTATES ("Amendment") is made this \_\_\_ day of February, 2022, by **HOLLY GLEN ESTATES HOMEOWNERS ASSOCIATION, INC.** (the "Association"), as successor to the rights of **HOLLY GLEN DEVELOPERS, LLC** and **HOLLY GLEN BUILDERS, LLC** (collectively, the "Declarant").

**WITNESSETH:**

WHEREAS, the Lots comprising the Holly Glen Estates subdivision, as depicted in Map Book 48 at Page 349-351 of the New Hanover County Registry, are subject to the Declaration of Covenants, Conditions, and Restrictions recorded in Book 4941 at Page 536, New Hanover County Registry, as the same may from time to time been amended (together with all amendments thereto, the "Declaration");

WHEREAS, the Association is the successor to the Declarant and, by the terms of the Declaration, all owners of lots subject to the Declaration are required to be members of the Association; and

WHEREAS, the Declaration may be amended at any time, as long as the amendment is consistent with the design, scheme and purposes of the Declaration by the affirmative vote or written agreement of the owners to whom not less than seventy-five percent (75%) of all of the votes in the Association are allocated; and

WHEREAS, at a meeting of the Association's membership on November 13, 2018, by an affirmative vote of 99 to 1, more than 75% of the Owners of Lots to whom votes are allocated voted to approve this Amendment.

WHEREAS, unless otherwise defined in this Amendment, all capitalized terms shall have the same meaning such terms have in the Declaration.

NOW THEREFORE, in accordance with their rights under the Declaration, the Association and undersigned lot owners hereby amend the Declaration as follows:

Section 4.6 shall be amended to add the language which appears in underline below:

The Association, at its expense, shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas and all improvements located thereon for the common benefit of the Association and, to the extent expressly provided in this section, shall have the right to maintain and keep in good repair mail receptacles and fences situated on Lots. This shall include, without limitation, the maintenance, repair, replacement and painting of the following landscaping and improvements (to the extent such improvements or landscaping are located upon or constitute Common Areas): (a) all private roadways, driveways, pavement, sidewalks, walkways and uncovered parking spaces; (b) all lawns, trees, grass and landscape areas, shrubs and fences, except as otherwise set forth herein below.

The Association shall make the determination as to when maintenance, repair, replacement and care shall be done, and its determination shall be binding. Declarant shall have the right to employ a manager to oversee and implement the Association's maintenance obligations, and any such management fees incurred thereby shall be paid by the Association. The Association shall also perform the other duties prescribed by this instrument or the Association's Rules and Regulations.

Further the Association may, in its discretion, cause a landscaping service or other lawncare maintenance company to provide lawncare services to each Lot, including mowing the yards and trimming of shrubs or bushes which are not enclosed in approved courtyard areas or are visible from any street within the subdivision. Notwithstanding the foregoing, it shall be the continuing responsibility of the Owner of each Lot to assure that the Lot is mowed regularly, including the area between the lot line and the edge of the paved street, and to maintain in a neat condition all landscaping and plant materials contained within their respective enclosed courtyards or inaccessible areas, if any. Additional, each Owner shall keep the Lot clear of any unsightly objects, and in the event that the Owner of any Lot within the said Subdivision breaches this restriction, the DECLARANT and the Association reserve the right and easement, to enter upon the Lot to take such action as is necessary to clean up the Lot and remove unsightly structures and objects at the Owner's expense as provided herein.

Where Lots border on or contain ditches, drainage canals or swales, ponds or detention/retention ponds, the Owner of each Lot shall maintain that area, including the slopes, down to the edge of the water in a neat well kempt condition. Washouts or erosions on the Lots adjoining ditch banks, channels, ponds, and swales shall be properly tended to by the respective Lot Owner. Notwithstanding the foregoing, no Lot Owner may do anything, or as the case may be, neglect to take any action, which may cause any modification of the storm water management system constructed in the Subdivision. This obligation and right may be enforced by the Association or any Owner as provided in Article XI herein.

Further, the Association may, in its discretion, (a) paint mail receptacles as needed and replace such receptacles and their component parts (boxes, posts, flags, magnets, and numbering) and (b) make structural repairs to fences (to include replacing rotten posts and broken boards), without regard to whether such fences are visible from the street. In addition to the foregoing, the Association shall have aesthetic oversight as to all fences which are front-facing (or side-facing on corner lots) and therefore visible from the street. Such oversight shall include staining and painting and the replacement of missing or damaged caps). Except as provided herein, Lots Owners shall be solely responsible for fence aesthetics.

EXCEPT AS AMENDED AND SUPPLEMENTED HEREIN, the Declaration shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed the day and year first above written.

**(SIGNATURE PAGES AND ATTESTATIONS FOLLOW)**

**HOLLY GLEN ESTATES HOMEOWNERS  
ASSOCIATION, INC.,**  
a North Carolina corporation

By: \_\_\_\_\_ (SEAL)  
Name: Melissa G. Hinds  
Title: President

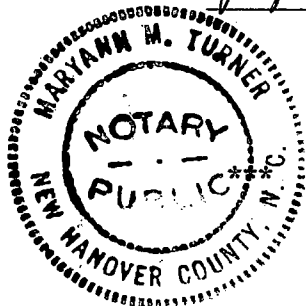
STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Mary Ann M. Turner, a Notary Public for  
New Hanover County, North Carolina, do hereby certify that  
Melissa G. Hinds, President of **HOLLY GLEN ESTATES HOMEOWNERS  
ASSOCIATION, INC.**, a North Carolina corporation, personally appeared before me this day and  
acknowledged the due execution of the foregoing instrument on behalf of the Company.

WITNESS my hand and official stamp or seal, this 11<sup>th</sup> day of February, 2022.

Mary Ann M. Turner  
Notary Public

My Commission Expires:  
July 30, 2024



**SECRETARY'S ATTESTATION**

I am the Secretary of the Association and am personally familiar with its books and records. As reflected by the Association's meeting minutes, and as evidenced by my signature below, the Association's membership adopted the above amendment by an affirmative vote of 99 to 1, representing an affirmative vote of the Owners to whom not less than seventy-five percent (75%) of all of the votes in the Association are allocated at a meeting held on November 13, 2018.

*Anne Mino*  
Secretary

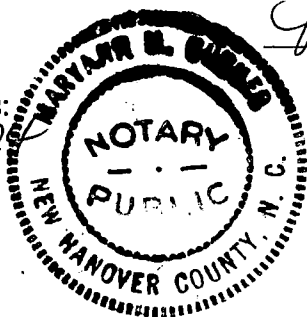
STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, *MaryAnn M. Turner*, a Notary Public for *New Hanover* County, North Carolina, do hereby certify that *Anne Mino*, Secretary of **HOLLY GLEN ESTATES HOMEOWNERS ASSOCIATION, INC.**, a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Company.

WITNESS my hand and official stamp or seal, this 11<sup>th</sup> day of February, 2022.

*MaryAnn M. Turner*  
Notary Public

My Commission Expires:  
*July 30, 2022*



TAMMY THEUSCH  
PIVER  
Register of Deeds

# New Hanover County

## Register of Deeds

320 CHESTNUT ST SUITE 102 • WILMINGTON, NORTH CAROLINA 28401  
Telephone 910-798-4530 • Fax 910-798-7716



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State of North Carolina, County of NEW HANOVER  
Filed For Registration: 02/14/2022 09:10:31 AM  
Book: RB 6538 Page: 1390-1395  
6 PGS \$26.00  
Real Property \$26.00  
Recorder: KELLIE GILES  
Document No: 2022005704

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