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Fee Amt: \$26.00 Page 1 of 2
WAYNE COUNTY, NC
TINA ARNDER Register of Deeds

BK 4018 PG 217 - 218

Mail after recording to: **Jennifer Kirby Fincher, LLC 324 N McPherson Church Road
Fayetteville, NC 28303**
NORTH CAROLINA

Amendment to Restrictive Covenants

WAYNE COUNTY

This Amendment to Restrictive Covenants is made this 28 day of August, 2025, by
Builders Bargain Center of Kinston, Inc. (hereinafter referred to as the "Declarant");

WITNESSETH:

WHEREAS, Declarant did establish and record Restrictive Covenants in Book 3990, Page 19-41
on May 28, 2025, Wayne County Registry, on the following lots or parcels of real property lying
in Wayne County, North Carolina, and more particularly described as follows:

Being all of that property shown on those plans entitled "HUDSON VILLAGE"
recorded in Plat Book Q, Page 10-F, Wayne County Registry.

WHEREAS, the Declarant desires to amend said Restrictive Covenants recorded in Book 3990,
Page 19-41, Wayne County Registry, in order to allow for modification of the annual
assessments as described in Article V, Section 4 of the Restrictive Covenants and hereby
replaces Section 4 in its entirety with the following:

Section 4. Capital Contribution. At the initial closing of the sale of a Lot to the initial Lot Owner
(including builders), the Lot Owner shall contribute Two Hundred Fifty Dollars (\$250.00) to the
Association as working capital. These amounts need not be segregated but may be commingled
with the regular assessment funds.

Maximum Annual Assessment. As of the date of recording of this Declaration, the maximum
annual assessment shall be Two Hundred Dollars (\$200.00) per Lot, which amount shall be
subject to annual review and adjustment by the Association. The Declarant shall be exempt from
paying assessments for any unoccupied Lot owned by Declarant.

- a. Beginning January 1, 2027, and for each year thereafter, the maximum annual assessment
may be increased effective January 1 of such year without vote of membership by up to
ten percent (10%) of the previous year's assessment.
- b. The maximum annual assessment may be increased above the increase permitted in
Section 4(a) only with the approval of two-thirds (2/3) of the votes of each class of
Member who are present in person or by proxy at a meeting duly called for this purpose,
written notice of which shall be sent to all Members not less than 10 days nor more than
60 days in advance of the meeting setting forth the purpose of the meeting. The
limitations hereof shall not apply to any change in the maximum and basis of the
assessments undertaken as an incident to a merger or consolidation in which the
Association is authorized to participate under its Articles of Incorporation.

Except as modified herein, the Restrictive Covenants recorded in Book 3990, Page 19-41,
Wayne County Registry, shall remain in full force and effect.

Submitted electronically by "Jennifer Kirby Fincher, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wayne County Register of Deeds.

This Amendment to Restrictive Covenants shall be binding upon the parties hereto and all subsequent owners of the property, their heirs, successors and assigns, and shall be governed by the laws of the State of North Carolina.

Builders Bargain Center of Kinston, Inc.

By: *DM* (Seal)
David M. Perry, President

STATE OF NORTH CAROLINA

COUNTY OF Wayne

I, Ashley Boyette, a Notary Public of the County and State aforesaid, certify that David M. Perry personally came before me this day and acknowledged that he is the **President** of Builders Bargain Center of Kinston, Inc. and that he, as President, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

WITNESS my hand and official seal/stamp, this the 28 day of August 2025.

My commission expires: 7/26/27

Ashley Boyette
NOTARY PUBLIC

