

Type: CONSOLIDATED REAL PROPERTY
Recorded: 10/27/2021 2:04:30 PM
Fee Amt: \$26.00 Page 1 of 4
Pitt County, NC
Lisa P. Nichols REG OF DEEDS

BK 4191 PG 204 - 207

After recording return to:
WJH LLC, Legal Department
3091 Governors Lake Parkway, Suite 300
Norcross, Georgia 30071

FIRST AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE ASHBURY SUBDIVISION

PITT COUNTY, NORTH CAROLINA

Submitted electronically by "Black, Slaughter & Black, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Pitt County Register of Deeds.

THIS First Amendment to Declaration of Covenants, Conditions and Restrictions for the Ashbury Subdivision (the "Amendment") is made on this 26th day of October, 2021, by WJH LLC, a Delaware limited liability community (hereinafter referred to as the "WJH").

RECITALS:

A. That certain Declaration of Covenants, Conditions and Restrictions for the Ashbury Subdivision, dated March 22, 2021, was recorded in the Office of the Pitt County Register of Deeds at Deed Book 4073, Page 786 on March 22, 2021 (the "**Declaration**").

B. WJH is the owner of real properties located within Ashbury Subdivision, which real properties comprise of more than seventy five percent (75%) of the Lots within the Ashbury Subdivision, to wit: Lots 1, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25 and 26, as shown on the plat for Ashbury Subdivision, recorded at Plat Book 86, Page 104, Pitt County Public Registry ("**Property**");

C. Declarant of the Declaration no longer owns any Lots within the Ashbury Subdivision, and therefore no Class B Lots exist and all Lots are now Class A Lots, in accordance with Article III of the Declaration.

C. In accordance with and pursuant to Article XI, Section 3 of the Declaration, the Declaration may be amended by an instrument signed by the Owners of not less than seventy five percent (75%) of the Lots, and recorded in the public records for Pitt County, North Carolina; and

D. Declarant desires to amend the Restrictions to revise Article V, Section 3(a) and Section 11, regarding assessments.

AMENDMENT:

The Declaration is hereby amended as follows:

1. Article V, Section 3(a) of the Declaration shall be deleted in its entirety and replaced with the following:

(a) Maximum Annual Assessment. The Maximum Annual Assessment and initial annual assessment for Class A Lots shall be \$300.00 per year for each Class A Lot until January 1, 2022; thereafter, the terms "Maximum Annual Assessment", "Annual Assessment" and "Special Assessment" shall mean the Maximum, Annual, and Special assessments applicable to Class A Lots.

The Maximum 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 Maximum Annual Assessment for the previous year unless such increase is approved as set forth in Section 3(b), below.

2. Article V, Section 11 of the Declaration shall be deleted in its entirety and replaced with the following:

Section 11. Initial Capital Contribution. At the time of closing of each sale of a Dwelling, including the initial sale of the same, a sum of \$300.00 shall be collected from the purchaser of such Dwelling and transferred to the Association as part of its working capital. The purpose of such working capital contributions is to ensure that the Association will have adequate cash available to defray operating costs, meet unforeseen expenditures or to acquire additional equipment or services deemed by the Board of Directors to be necessary or desirable. Amounts paid pursuant to this Section shall not be considered as an advance payment of any regular or special assessment.

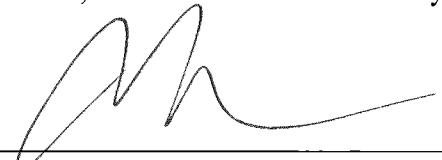
3. Any capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Declaration.
4. Except as amended hereby, the Declaration is confirmed as being in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, WJH, as owner of not less than seventy five percent (75%) of the Lots within Ashbury Subdivision, has caused this Amendment to be executed by its duly authorized officers on the day and year first above written.

WJH:

WJH LLC, a Delaware limited liability company

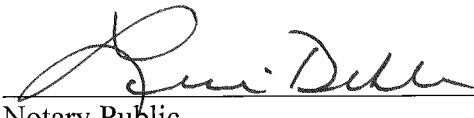
 (SEAL)

By: Michael B. Madden
Title: Director of Land Acquisitions

STATE OF GEORGIA

COUNTY OF GWINNETT

I, Leslie Dekle, a Notary Public, in and for said County in said State, do hereby certify that Michael B. Madden, personally appeared before me this day and acknowledged that he is as Director of Land Acquisitions of WJH LLC, a Delaware limited liability company, and that he, as Director of Land Acquisitions, being authorized to do so, executed the foregoing on behalf of the corporation.

 {SEAL}
Notary Public
Commission Expiration Date: 7.9.2023

