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MAIL AFTER RECORDING TO: Damón Gray II
 P.O. Box 2505
 Fayetteville, NC 28302

THIS INSTRUMENT WAS
PREPARED BY: Damón Gray II
 Hutchens Law Firm

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR LEXINGTON**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEXINGTON, is made and entered into this 15th day of January, 2019, by Lexington Homeowners Association, Inc., a North Carolina nonprofit corporation ("Declarant") for the purpose of amending the **Declaration of Covenants, Conditions and Restrictions for Lexington** recorded on January 16, 2008 in Book 7789, Page 0001 of the Cumberland County Registry (the "Covenants").

WITNESSETH

WHEREAS, on October 28, 2018, over sixty-seven percent (67%) of Declarant's qualified membership voted and agreed to amend the Covenants so that the Lexington annual general assessment would be \$500.00 per lot (the "Amendment"); and,

WHEREAS, pursuant to the Covenants, Declarant has the authority to amend the Covenants; and,

NOW, THEREFORE, Declarant hereby amends the Covenants and declares that the property described therein shall be held, sold, conveyed, given, transferred, leased, occupied, and used subject to the Covenants and this Amendment as follows:

Article V, Sections 5.1, 5.4.1, and 5.4.3 to the Covenants are hereby deleted in their entirety and replaced with the following:

**ARTICLE V
COVENANT FOR ASSESSMENTS**

Section 5.1 Regular Assessments. Regular Assessments for the payment of the Common Expenses shall be made in the manner provided herein, and in the manner provided in the Bylaws. The Regular Assessment is established for the benefit and use of the Association and shall be used in covering all of the Common Expenses. The annual general assessment shall be \$500.00 per Lot. Any regular assessment as herein provided or any special or individual assessment as hereinafter provided for in Section 5.2 and 5.3 shall create a lien upon the lot which shall bind the lot in the hands of the owner or the heirs, successors or assigns of the owner.

Submitted electronically by "Hutchens Law Firm"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Cumberland County Register of Deeds.

5.4.1 The annual Regular Assessment provided for herein shall commence as to each Owner of a Lot, except Declarant, on the first day following the initial conveyance of the Dwelling Unit to the Owner. The Declarant, its successors and assigns, shall not be required to pay the Regular Assessment for any Lot which it owns until such time as Declarant transfers the Lot to a third party. Written notice of the annual Regular Assessment shall be sent to every Class A Member subject thereto. The Board of Directors shall establish the due date.

5.4.3 Special Assessments for a Lot Owner shall be determined by the Association based upon the proportion that each Lot bears to the aggregate number of Lots located on the Property, except those owned by Declarant which are not assessed in accordance with Section 5.3.1 above. The Association's governing body may, at its discretion, waive the Regular Assessment for any year or part of a year for any Lot not occupied as a residence.

All other terms of the Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant executes this Amendment to the Declaration of Covenants, Conditions and Reservations for Lexington this the 15th day of January, 2019.

[Signatures on following pages]

STATE OF NORTH CAROLINA

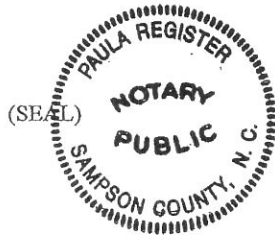
COUNTY OF CUMBERLAND

LEXINGTON HOMEOWNERS ASSOCIATION, INC.

By: William Heidt, President

The undersigned, a Notary Public in and for said county and state, does hereby certify that William Heidt personally appeared before me this day and acknowledge the due execution of the foregoing document in his capacity as President of Lexington Homeowners Association, Inc. I have personal knowledge of the identity of the principal OR I have been provided satisfactory evidence of the identity of the principal by proof of a driver's license.

Witness my hand and notarial seal, this the 15th day of January, 2019.



Paula Register
Notary Public printed name

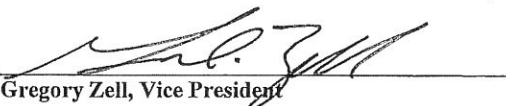
Paula Register
Notary Public signature

My Commission expires: 6/2/21

STATE OF NORTH CAROLINA

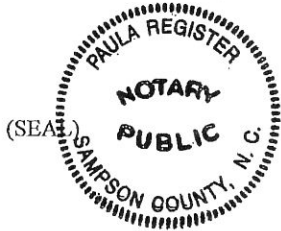
COUNTY OF CUMBERLAND

LEXINGTON HOMEOWNERS ASSOCIATION, INC.

By: 
Gregory Zell, Vice PresidentSTATE OF NCCOUNTY OF Cumberland

The undersigned, a Notary Public in and for said county and state, does hereby certify that Gregory Zell personally appeared before me this day and acknowledge the due execution of the foregoing document in his capacity as Vice-President of Lexington Homeowners Association, Inc. I have personal knowledge of the identity of the principal OR I have been provided satisfactory evidence of the identity of the principal by proof of a driver's license.

Witness my hand and notarial seal, this the 15th day of January, 2019.



Paula Register
Notary Public printed name

Paula Register
Notary Public signature

My Commission expires: 6/2/21