

Prepared by, and after recording return to: Swindell & Visalli, PLLC (KIW), 1043 E. Morehead St., Ste. 303, Charlotte, NC 28204

STATE OF NORTH CAROLINA AMENDMENT TO ROAD MAINTENANCE
DECLARATION
COUNTY OF BRUNSWICK [RE: Book 5339, Page 1315]

This AMENDMENT TO ROAD MAINTENANCE DECLARATION (this "Amendment") is made as of this 13 day of MAY, 2025, by **BOX STREET PARTNERS NC II, LLC**, a North Carolina limited liability company ("Declarant").

RECITALS:

WHEREAS, Declarant, together with Champion Retail Housing, Inc., encumbered certain real property described in that certain Road Maintenance Declaration recorded in **Book 5339, Page 1315** of the Brunswick County Registry (the "Declaration") (capitalized terms not otherwise defined herein will have the meaning set forth in the Declaration);

WHEREAS, Section 6.3 of the Declaration provides that the "Declaration may be amended upon the affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven percent (67%) of the Association votes are allocated; provided, however, that the Declarant may amend this Declaration to correct minor and clerical errors, as determined by the Declarant, without approval of Owners"; and

WHEREAS, Declarant holds more than 67% of the Association Votes and desires to amend the Declaration to correct a clerical error with respect to an omission of limitation of Declarant's rights in Section 5.4 of the Declaration.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Owners hereby agree as follows:

1. Amendment to Declaration. Section 5.4 of the Declaration is hereby deleted in its entirety and replaced with the following:

(5.4) Special Assessments. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each

class of the Association Members who are voting in person or by proxy at a meeting duly called for this purpose. Notwithstanding the foregoing, there shall be no Special Assessment during the Period of Declarant Control of prior to the date the Class B membership ceases as set forth in Section 4.2(b).

2. Binding Effect. This Amendment and all covenants, terms, conditions, warranties, and undertakings contained herein, and all amendments, modifications and extensions hereof, as applicable, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns

3. Ratification. Except to the extent expressly modified or amended by this Amendment or as may be necessary to carry out the full intents and purposes of this Amendment, the Contract shall remain unmodified and in full force and effect and is hereby ratified and affirmed.

[Signatures Appear on Following Page]



N WITNESS WHEREOF, the Declarant has caused this Amendment to be executed and delivered as of the date set forth on the first page.

DECLARANT:

BOX STREET PARTNERS NC II, LLC
a North Carolina limited liability company

By: BSP NC II Manager, LLC, its Manager

By: [Signature]
Printed Name: Elliot BERENGER
Title: Manager

STATE OF North Carolina

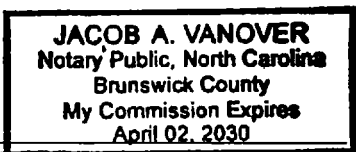
COUNTY OF Brunswick

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Elliot Berenger

May 13, 2025

[Signature]
(Official Signature of Notary)

Jacob A Vanover, Notary Public
Notary's printed or typed name



SEAL

April 02, 2030
My Commission Expires