



Doc ID: 014845990004 Type: CRP  
Recorded: 10/28/2020 at 08:14:10 AM  
Fee Amt: \$26.00 Page 1 of 4  
Pitt County, NC  
Lisa P. Nichols REG OF DEEDS  
BK 4002 PG 392-395

(Space Above for Recorder's Use)

Prepared By: *File*  
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Prepared By: Christian E. Porter, Attorney  
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1698 E. Arlington Blvd., Greenville, NC 27858

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURNER RUN SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURNER RUN SUBDIVISION is made and entered into effective the \_\_\_\_ day of October, 2020, by and among HBL INVESTMENTS, LLC, a North Carolina limited liability company (the "Declarant"); and TURNER RUN HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Turner Run Subdivision which is recorded in Book 3819, Page 477 of the Pitt County Registry (the "Declaration"); and

WHEREAS, Article IX, Section 3 of the Declaration states that Declarant may amend the Declaration without the consent or joinder of any owner or the Association so long as Declarant owns one or more lots in the subdivision; and

WHEREAS, Declarant owns more than one of the lots in the subdivision; and

WHEREAS, Declarant desires to make amendments to the Declaration as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as set forth below.

1. **Amendment to Declaration.** Section 14 of Article VIII of the Declaration is hereby deleted in its entirety and the following new Section 14 is inserted in its place:

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***“Section 14. Fences. No fence over six (6) feet in height shall be constructed, built or erected on any lot, and the exact location and materials for any fencing to constructed, built or erected on a lot must be approved in advance by the Declarant during the Development Period, and thereafter, by the Association. It is further provided that no fence of any kind shall be constructed on any lots on the Property closer to the front of any lot than the rear portion of the main dwelling constructed on said lot. No “chain link” style fence shall be permitted on any Lot. Any fence installed on Lots 1, 22, 23 and 30 must be a six (6) foot white vinyl fence, and no other type of fencing will be allowed on these lots. On interior Lots or on the interior side of a corner Lot, fences must extend to the side boundary line. No double fencing between Lots is permitted, and each Lot owner shall have the right and easement to extend his fence to the fence erected on the adjacent Lot.”***

2. **Miscellaneous.**

(a) **Successors, Heirs and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors, heirs and assigns in ownership.

(b) **Entire Agreement; Amendment; Termination; Severability.** This Agreement contains the entire agreement relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Agreement may not be amended orally but only by complying with the amendment provisions set forth in Section 3 of Article IX of the Declaration. Any alleged amendment or termination which is not so documented and recorded shall not be effective. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain between the parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

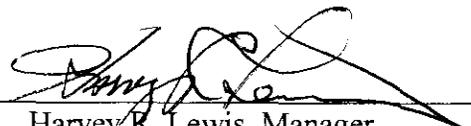
(c) **Due Execution; Authority; Binding Effect.** The undersigned hereby warrants and represents that (i) they have full right, power and authority to execute and deliver this Agreement on behalf of the party indicated, (ii) that this Agreement has been duly executed and delivered on behalf of the party indicated and (iii) this Agreement constitutes the valid and binding agreement of the party so indicated.

(d) **Definitions.** Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Declaration.

(e) **Ratification.** Except as amended hereby, the parties hereby ratify and affirm the terms of the Declaration.

IN WITNESS WHEREOF, the undersigned have duly executed this instrument as of the date and year first above written.

HBL INVESTMENTS, LLC

By:   
Harvey R. Lewis, Manager

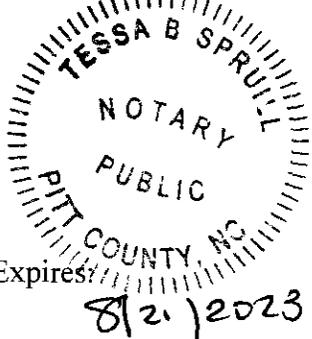
STATE OF NORTH CAROLINA

COUNTY OF PITT

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: HARVEY R. LEWIS, Manager of HBL INVESTMENTS, LLC

Witness my hand and Notary Seal this the 27<sup>th</sup> day of October, 2020.

[AFFIX NOTARY SEAL BELOW]



Notary's Signature:   
Notary Print Name: Tessa B. Spruill  
Notary Public

My Commission Expires  
#302915  
8/21/2023

TURNER RUN HOMEOWNERS ASSOCIATION, INC.

By:   
Harvey R. Lewis, President

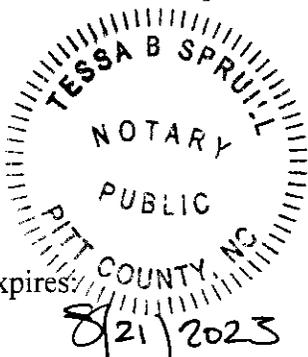
STATE OF NORTH CAROLINA

COUNTY OF PITT

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: HARVEY R. LEWIS, President of Turner Run Homeowners Association, Inc.

Witness my hand and Notary Seal this the 27<sup>th</sup> day of October, 2020.

[AFFIX NOTARY SEAL BELOW]



Notary's Signature: 

Notary Print Name: Tessa B. Spruill  
Notary Public

My Commission Expires: 8/21/2023