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**FIRST AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS**

[Turnberry West]

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS (this "Amendment") is made and entered into by **Turnberry Huff, LLC**, a North Carolina limited liability company ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant executed that certain Declaration of Restrictive Covenants and Easements for Turnberry West recorded in Book 1610, Page 852, Hoke County, NC Registry (the "Declaration");

WHEREAS, the Declaration governs the Turnberry West residential subdivision, as more particularly described therein ("Turnberry West");

WHEREAS, Turnberry West remains within the Period of Declarant Control, as defined in Article I(g) of the Declaration; and

WHEREAS, Declarant now desires to amend the Declaration pursuant to its rights as set forth in Article XI, Section 2 (and elsewhere) in the Declaration.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, and pursuant to the rights set forth in Article XI, Section 2 (and elsewhere) in the Declaration is hereby amended as follows:

1. The above recitals are incorporated herein by reference.
2. Article VIII of the Declaration is amended to add a new paragraph as follows:

“Such right and easement of enjoyment shall extend to certain common amenities that are developed upon the common area parcels in Turnberry South (which is located to the immediate south of Turnberry West, and which is described in that certain Declaration of Restrictive Covenants and Easements for Turnberry South recorded in Book 1657, Page 552, as amended in Book 1684, Page 130, aforesaid Registry) (“Turnberry South”), including, but not limited to, the fitness room, mail room, picnic shelter, playground and dog park. Said rights were granted by (and remain subject to the provisions set forth in) Section 2 of aforesaid amendment recorded in Book 1684, Page 130, aforesaid Registry. The Association shall be responsible for collecting and contributing Turnberry West’s pro rata share of the costs necessary to maintain such amenities (as calculated on a per lot basis, unless otherwise mutually agreed), which shall be considered a Common Expense of the Association. Such pro rata share shall be paid to the Turnberry South Owners Association, Inc. in a timely manner, which is the governing owners association for Turnberry South.

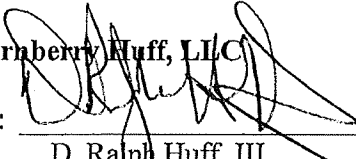
3. Except as specifically amended by this Amendment, the Declaration remains unchanged and in full force and effect, and the undersigned by its execution hereof hereby ratifies, affirms and approves the Declaration, as specifically amended hereby. All capitalized terms in this Amendment that are not defined herein shall have the same meanings given to them in the Declaration.

**[The Remainder of This Page Intentionally Left Blank;
Signature Page Attached Hereto]**

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the date set forth in the below notary acknowledgment, which shall be the effective date hereof.

Turnberry Huff, LLC

By:


D. Ralph Huff, III
Manager

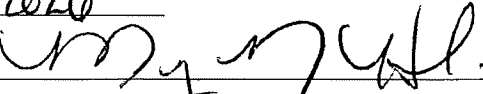
STATE OF NORTH CAROLINA

COUNTY OF North Carolina

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: D. Ralph Huff, III, in his capacity as Manager of Turnberry Huff, LLC, a North Carolina limited liability company.

Date: October 13, 2020

Official Signature of Notary:



Notary's Printed Name:

Megan N Holcomb

My commission expires:

November 3, 2029

[Affix Notary Seal or Stamp]

