

Type: CONSOLIDATED REAL PROPERTY  
Recorded: 9/11/2023 2:15:11 PM  
Fee Amt: \$26.00 Page 1 of 14  
Revenue Tax: \$0.00  
Lenoir County, NC  
Treva Jenkins Register of Deeds

**BK 1999 PG 763 - 776**

NORTH CAROLINA  
LENOIR COUNTY

MODIFICATION OF COVENANTS  
OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR SHAMROCK  
VILLAGE SUBDIVISION

**THIS MODIFICATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SHAMROCK VILLAGE SUBDIVISION** is made as of the 7<sup>th</sup> day of August, 2023, by Leah B. Harper, Developer, and the undersigned individuals, collectively referred to as "Owners".

WITNESSETH:

**THAT WHEREAS**, Owners are the owners of a certain lots in that subdivision known as "Shamrock Village Subdivision" (the "Lots"), located in Pink Hill Township, Lenoir County, North Carolina, and Albertson Township, Duplin County, North Carolina as depicted on a plat entitled "SHAMROCK VILLAGE Proposed Development Plan, Property of Fred Harper", prepared by Stroud Engineering and Landy Surveying Company, dated December 18, 1972; and

**WHEREAS**, the ownership of the Lots as of the date of this instrument is set forth on Exhibit A attached hereto; and,

**WHEREAS**, the Lots are subject to that certain "Covenants, Conditions, and Restrictions" dated September 28, 1994, and recorded in Book 1010, Page 354, Lenoir County Registry (the "Declaration"); and,

**WHEREAS**, the Declaration provides that the Declaration may be modified at any time, in whole or in part, by an instrument executed and recorded by a majority of the owners of the lots; and,

**WHEREAS**, the undersigned Owners who execute this instrument represent a majority of the current owners of the Lots; and,

**WHEREAS**, the undersigned Owners desire to modify the Declaration as set forth below.

**NOW THEREFORE**, for an in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Owners do hereby modify the Declaration as follows:

1. Paragraph 1 is rescinded in its entirety and replaced with the following:

"1. Use of Property. Each home, lots, and joint driveway areas and facilities shall be for the following uses and subject to the following conditions:

- (a) All dwellings, homes, buildings, duplexes, triplexes, lots, and the joint driveway areas and facilities shall be used for residential and related common purposes. Each duplex may be subdivided into two separate units provided that each separate unit shall consist of at least a living room, kitchen, one bedroom, and one bathroom. Each triplex may be subdivided into three separate units provided that each separate unit shall consist of at least a living room, kitchen, one bedroom, and one bathroom. Each separate unit or apartment shall be used as a single-family residence and the Owners hereby expressly allow leasing or rental of the same to third parties, provided however that any lease must be in writing and provide that the terms of the lease and the occupants of the unit shall be subject in all respects to these covenants, conditions, and restrictions and any failure by any lessee to comply with these terms shall be a default under the lease.
- (b) Nothing shall be kept and no activity shall be carried on in any home, duplex, triplex, lot, or on the driveway areas and facilities which will increase the rate of insurance, applicable to residential use, for the property or the contents thereof. No person shall do or keep anything, nor cause or allow anything to be done or kept, in his home, duplex, or triplex, or on the driveway areas and facilities which will result in the violation of any law, ordinance, or regulation. No waste shall be committed on any portion of the lot.
- (c) No improper or unlawful use shall be made of the property, or any part thereof, and all valid laws, ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any

portion of the property, shall be complied with, by and at the sole expense of the owner.

- (d) Nothing shall be done in or to any home, duplex, triplex, or lot which will impair the structural integrity of any home, duplex, or triplex, or which would impair or alter the exterior of any building or portion thereof, except in the manner provided herein.
- (e) No industry, business, trade, occupation, or profession of any kind, whether commercial or otherwise, shall be conducted, maintained, or permitted on any part of the property, except that the Owners or its agents may enter into lease or rental agreements for residential purposes only.

2. Paragraph 3 is rescinded in its entirety and replaced with the following:

"3. All dwellings, homes, buildings, duplexes, and triplexes erected upon any lot shall be constructed of material of good grade, quality, and appearance, and all construction shall be performed in a good, workmanlike manner, and shall be completed and finished when constructed.

3. Paragraph 8 is rescinded in its entirety and replaced with the following:

"8. No owner shall display, or cause or allow to be displayed, to public view any sign, placard, poster, billboard, or identifying name or number upon any dwelling, home, building, duplex, or triplex; provided, however, that the owner may place "For Sale" or "For Rent" signs on any unsold or unoccupied dwelling, home, building, duplex, or triplex.

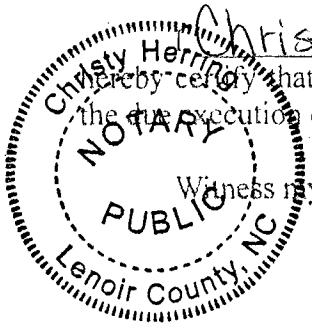
4. Except as specifically changed, modified, added, or rescinded herein, all other paragraphs and provisions contained in the Declaration are hereby ratified and shall remain in full force and effect.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the undersigned individual(s) have hereunto set their hands and seals the day and year first above written.

Leah B. Harper (SEAL)  
Leah B. Harper

STATE OF NORTH CAROLINA  
COUNTY OF Lenoir



Christy Herring, a Notary Public of the County and State aforesaid, do hereby certify that Leah B. Harper did personally appear before me this day and acknowledged the due execution of the foregoing instrument for the terms and purposes therein set forth.

Witness my hand and notarial seal, this 7th day of August 2023.

Christy Herring  
NOTARY PUBLIC

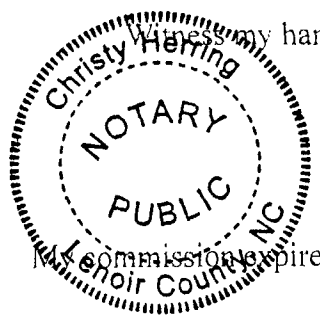
My commission expires: 6/24/2028

IN WITNESS WHEREOF, the undersigned individual(s) have hereunto set their hands and seals the day and year first above written.

James Michael Mullins (SEAL)  
James Michael Mullins

STATE OF NORTH CAROLINA  
COUNTY OF Lenoir

I, Christy Herring a Notary Public of the County and State aforesaid, do hereby certify that James Michael Mullins did personally appear before me this day and acknowledged the due execution of the foregoing instrument for the terms and purposes therein set forth.



Witness my hand and notarial seal, this 5<sup>th</sup> day of September 2023

Christy Herring

NOTARY PUBLIC

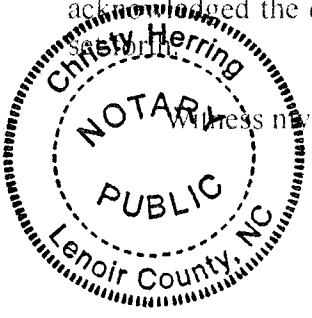
My commission expires: 6/24/2028

IN WITNESS WHEREOF, the undersigned individual(s) have hereunto set their hands and seals the day and year first above written.

Brittany Nichole Harper (SEAL)  
Brittany Nicole Harper

STATE OF NORTH CAROLINA  
COUNTY OF Lenoir

I, Christy Herring, a Notary Public of the County and State aforesaid, do hereby certify that Brittany Nicole Harper did personally appear before me this day and acknowledged the due execution of the foregoing instrument for the terms and purposes therein



Witness my hand and notarial seal, this 7<sup>th</sup> day of August 2023.

Christy Herring  
NOTARY PUBLIC

My commission expires: 6/24/2028

IN WITNESS WHEREOF, the undersigned individual(s) have hereunto set their hands and seals the day and year first above written.

*Alex J. Spence* (SEAL)  
Alex J. Spence

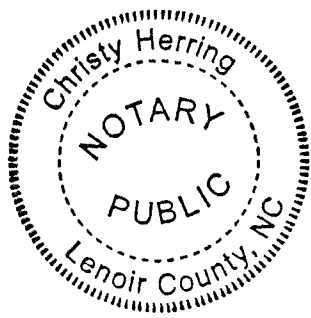
STATE OF NORTH CAROLINA  
COUNTY OF Lenoir

I, Christy Herring, a Notary Public of the County and State aforesaid, do hereby certify that Alex J. Spence did personally appear before me this day and acknowledged the due execution of the foregoing instrument for the terms and purposes therein set forth.

Witness my hand and notarial seal, this 7<sup>th</sup> day of August, 2023.

*Christy Herring*  
NOTARY PUBLIC

My commission expires: 6/24/2028



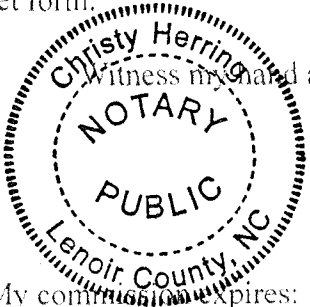
IN WITNESS WHEREOF, the undersigned individuals have hereunto set their hands and seals the day and year first above written.

Christopher W. Johnson (SEAL)  
Christopher W. Johnson

Jaimie B. Johnson (SEAL)  
Jaimie B. Johnson

STATE OF NORTH CAROLINA  
COUNTY OF Lenoir

I, Christy Herring, a Notary Public of the County and State aforesaid, do hereby certify that Christopher W. Johnson did personally appear before me this day and acknowledged the due execution of the foregoing instrument for the terms and purposes therein set forth.



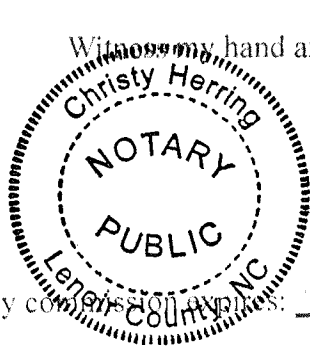
Witness my hand and notarial seal, this 7th day of August, 2023.

Christy Herring  
NOTARY PUBLIC

My commission expires: 6/24/2028

STATE OF NORTH CAROLINA  
COUNTY OF Lenoir

I, Christy Herring, a Notary Public of the County and State aforesaid, do hereby certify that Jaimie B. Johnson did personally appear before me this day and acknowledged the due execution of the foregoing instrument for the terms and purposes therein set forth.



Witness my hand and notarial seal, this 7th day of August, 2023.

Christy Herring  
NOTARY PUBLIC

My commission expires: 6/24/2028

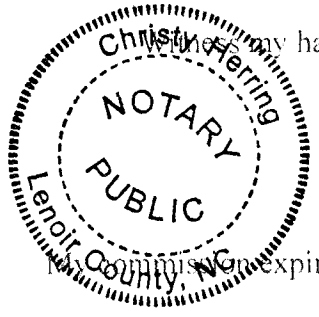
IN WITNESS WHEREOF, the undersigned individual(s) have hereunto set their hands and seals the day and year first above written.

Kristen Whitfield (SEAL)  
Kristen Whitfield Streeter

STATE OF NORTH CAROLINA  
COUNTY OF Lenoir

I, Christy Herring, a Notary Public of the County and State aforesaid, do hereby certify that Kristen Whitfield Streeter did personally appear before me this day and acknowledged the due execution of the foregoing instrument for the terms and purposes therein set forth.

Witness my hand and notarial seal, this 7th day of August 2023.



Christy Herring  
NOTARY PUBLIC

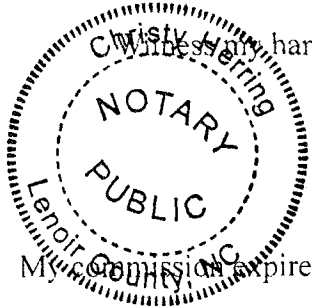
My commission expires: 6/24/2028

IN WITNESS WHEREOF, the undersigned individuals have hereunto set their hands and seals the day and year first above written.

Bobby Ray Ingram (SEAL)  
Bobby Ray Ingram  
Jeanette Ingram (SEAL)  
Jeanette Ingram

STATE OF NORTH CAROLINA  
COUNTY OF Lenoir

I, Christy Herring, a Notary Public of the County and State aforesaid, do hereby certify that Bobby Ray Ingram did personally appear before me this day and acknowledged the due execution of the foregoing instrument for the terms and purposes therein set forth.



Witness my hand and notarial seal, this 7th day of August, 2023.

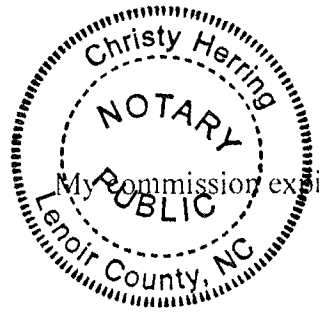
Christy Herring  
NOTARY PUBLIC

My commission expires: 6/24/2028

STATE OF NORTH CAROLINA  
COUNTY OF Lenoir

I, Christy Herring, a Notary Public of the County and State aforesaid, do hereby certify that Jeanette Ingram did personally appear before me this day and acknowledged the due execution of the foregoing instrument for the terms and purposes therein set forth.

Witness my hand and notarial seal, this 7th day of August, 2023.



Christy Herring  
NOTARY PUBLIC

My commission expires: 6/24/2028

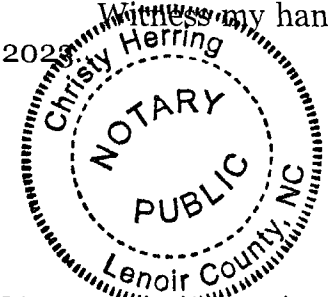
**IN WITNESS WHEREOF**, the undersigned individual has hereunto set his hand and seal the day and year first above written.

*Jerry P. Zeagler, Jr.* (SEAL)  
Jerry P. Zeagler, Jr.

STATE OF NORTH CAROLINA  
COUNTY OF LENOIR

I, Christy Herring, a Notary Public of the County and State aforesaid, do hereby certify that Jerry P. Zeagler, Jr. did personally appear before me this day and acknowledged the due execution of the foregoing instrument for the terms and purposes therein set forth.

Witness my hand and notarial seal, this 5th day of September, 2020.



*Christy Herring*  
NOTARY PUBLIC

My commission expires: 6/24/2028

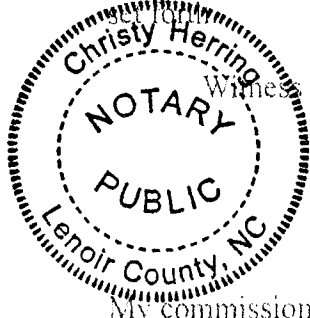
IN WITNESS WHEREOF, the undersigned individuals have hereunto set their hands and seals the day and year first above written.

Ruth Elaine Howard (SEAL)  
Ruth Elaine Howard

Samuel Howard Jr. (SEAL)  
Samuel Howard, Jr.

STATE OF NORTH CAROLINA  
COUNTY OF Lenoir

I, Christy Herring, a Notary Public of the County and State aforesaid, do hereby certify that Ruth Elaine Howard did personally appear before me this day and acknowledged the due execution of the foregoing instrument for the terms and purposes therein



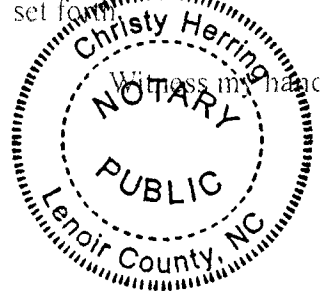
Witness my hand and notarial seal, this 5th day of September, 2023.

Christy Herring  
NOTARY PUBLIC

My commission expires: 6/24/2028

STATE OF NORTH CAROLINA  
COUNTY OF Lenoir

I, Christy Herring, a Notary Public of the County and State aforesaid, do hereby certify that Samuel Howard Jr. did personally appear before me this day and acknowledged the due execution of the foregoing instrument for the terms and purposes therein set forth.



Witness my hand and notarial seal, this 5th day of September, 2023.

Christy Herring  
NOTARY PUBLIC

My commission expires: 6/24/2028

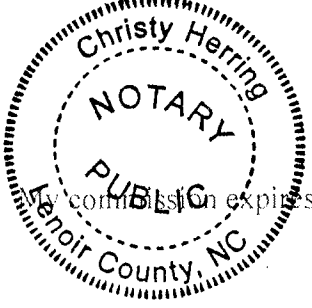
IN WITNESS WHEREOF, the undersigned individual(s) have hereunto set their hands and seals the day and year first above written.

[Signature] (SEAL)  
Joshua Seth Russ

STATE OF NORTH CAROLINA  
COUNTY OF Lenoir

I, Christy Herring, a Notary Public of the County and State aforesaid, do hereby certify that Joshua Seth Russ ~~did~~ personally appear before me this day and acknowledged the due execution of the foregoing instrument for the terms and purposes therein set forth.

Witness my hand and notarial seal, this 5th day of September 2023.



Christy Herring  
NOTARY PUBLIC

My commission expires: 6/24/2028

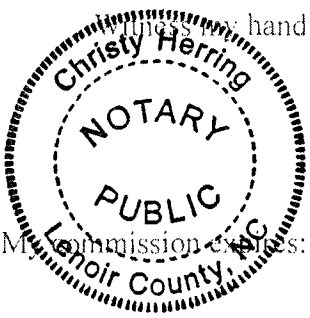
IN WITNESS WHEREOF, the undersigned individual(s) have hereunto set their hands and seals the day and year first above written.

*Sherry O. Williams* (SEAL)  
Sherry O. Williams

STATE OF NORTH CAROLINA  
COUNTY OF Lenoir

I, *Christy Herring*  
~~*Sherry O. Williams*~~, a Notary Public of the County and State aforesaid, do hereby certify that Sherry O. Williams did personally appear before me this day and acknowledged the due execution of the foregoing instrument for the terms and purposes therein set forth.

Witness my hand and notarial seal, this 4 day of 9, 2023.



*Christy Herring*  
NOTARY PUBLIC

My commission expires: 6/24/2028