STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARSONS MILL FARM (this "Second Amendment") is made as of the ___ day of July, 2017, by HANOVER NORTH HOLDINGS, LLC, a North Carolina limited liability company ("Declarant"); P MILL, LLC, a North Carolina limited liability company ("Owner"); and PARSONS MILL FARM HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation ("Association");

WITNESSETH:

WHEREAS, Declarant previously recorded that certain Declaration of Covenants, Conditions and Restrictions for Parsons Mill Farm in Book 6020, page 2055, New Hanover County Registry (as amended, modified or supplemented from time to time, the "Declaration"), encumbering the Property; and

WHEREAS, Owner is the owner of portions of the Property, such portions being Lots 29 through 36, inclusive, as shown on that plat recorded in Map Book 62, page 149, New Hanover County Registry, and Lots 1 through 11, inclusive, Lots 22 through 28, inclusive, Lots 37 through 40, inclusive, as such lots are shown on that plat recorded in Map Book 63, page 30, New Hanover County Registry; and

WHEREAS, Article XI, Section 3 of the Declaration provides that the Declaration may be amended with the consent of the Owners entitled to cast at least eighty percent (80%) of the votes of the Association; and

WHEREAS, Declarant and the Owner executing this Second Amendment hold at least eighty percent (80%) of the votes of the Association; and

WHEREAS, the Association consents to the amendments described in this Second Amendment, and, by executing this Second Amendment on behalf of the Association, the officer
executing this Second Amendment attests that the requisite Declarant and Owner approval has been obtained and is evidence by their execution of this Second Amendment; and

WHEREAS, Declarant, Owner and the Association desire to amend the Declaration for the purpose described below;

NOW, THEREFORE, upon the terms and conditions set forth herein, Declarant does hereby amend the Declaration as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated herein by this reference.

2. **Restrictions.** Article VII is amended by adding the following new Section 12:

"SECTION 12. BASKETBALL GOALS. No basketball goal shall be erected or placed in the front yard, driveway or side yard of any Lot or within the right of way of any public or private street adjacent to any Lot."

3. **Effect of Amendment.** In the event of any conflict or inconsistency between the terms of this Second Amendment and the Declaration, the terms of this Second Amendment shall prevail, and the term "Declaration" shall hereafter mean the Declaration as modified by this Second Amendment and any prior amendment. Except as herein modified, all terms and provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect throughout the original and extended term of the Declaration, and Declarant does ratify and affirm the provisions thereof.

4. **Miscellaneous.** All capitalized but undefined terms used in this Second Amendment shall have the meaning ascribed to such terms in the Declaration. This Second Amendment shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina.

(Signature Pages and Notary Acknowledgments Follow)
IN WITNESS WHEREOF, Declarant has executed this Second Amendment on the day and year first above written.

Declarant:

Hanover North Holdings, LLC, a North Carolina limited liability company

By: ________________________________
Name: Nathan S. Sanders
Title: Manager-Member

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

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: Nathan S. Sanders, Manager-Member of Hanover North Holdings, LLC

Today’s Date: ____________________________
[Notary’s signature as name appears on seal]

[Notary’s printed name as name appears on seal]

My commission expires: ____________________________

[Affix Notary Seal in Space Above]
IN WITNESS WHEREOF, Owner has executed this Second Amendment on the day and year first above written.

Owner:

P Mill, LLC, a North Carolina limited liability company

By:  
Name:  Ken Coffer  
Title:  Authorized Manager

STATE OF NORTH CAROLINA  
COUNTY OF New Hanover

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:  Ken Coffer, Authorized Manager

Today’s Date:  July 12  , 2017. 

Theresa M. Kennon  
[Notary’s signature as name appears on seal] 
Theresa M. Kennon  
[Notary’s printed name as name appears on seal] 
My commission expires:  July 1, 2023

[Affix Notary Seal in Space Above]
IN WITNESS WHEREOF, the Association has executed this Second Amendment on the day and year first above written.

Association:

Parsons Mill Farm Homeowners Association, Inc., a North Carolina non-profit corporation

By: [Signature]
Name: Nathan S. Sanders
Title: President

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

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: Nathans Sanders, President.

Today’s Date: July 12, 2017.

[Notary’s signature as name appears on seal]

Theresa M. Kennon
[Notary’s printed name as name appears on seal]

My commission expires: July 1, 2022.

[Affix Notary Seal in Space Above]
State of North Carolina, County of NEW HANOVER
Filed For Registration: 07/12/2017 02:33:36 PM
Book: RB 6073 Page: 358-363
6 PGS $26.00
Real Property $26.00
Recorder: ANDREA CRESWELL
Document No: 2017022340

DO NOT REMOVE!

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.