STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARSONS MILL FARM (this "First Amendment") is made as of the 16th day of April, 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 a portion of the Property, such portion being Lots 29 through 36, inclusive, as shown on that plat recorded in Map Book 62, page 149, 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 First Amendment hold at least eighty percent (80%) of the votes of the Association; and

WHEREAS, the Association consents to the amendments described in this First Amendment, and, by executing this First Amendment on behalf of the Association, the officer executing this First Amendment attests that the requisite Declarant and Owner approval has been obtained and is evidence by their execution of this First 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. **Maintenance to be Performed by Single Family Members.** Article VI, Section 4 is amended by deleting the first paragraph thereof in its entirety and substituting the following in lieu thereof:

   "SECTION 4. MAINTENANCE TO BE PERFORMED BY SINGLE FAMILY MEMBERS. Each Single Family Member shall be responsible for the exterior maintenance of his or her dwelling and Lot, including, without limitation, the following: painting, replacement and care of roofs, gutters, downspouts, exterior building surfaces (including keeping the surfaces properly painted and free of mildew and other discoloring substances), lawn, trees, shrubs, landscaping, driveways, steps, walks and other exterior improvements. Each Single Family Member shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all utility lines, fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to such Single Family Member's Lot which are not publicly maintained."

3. **Fences or Walls.** Article VII, Section 10 is amended by deleting the first paragraph thereof in its entirety and substituting the following in lieu thereof:

   "SECTION 10. FENCES OR WALLS. Each backyard of all corner Lots must be enclosed, at a minimum, on the street side and across the rear, by an opaque fence at least five (5) feet in height. No fence, wall or other enclosure shall be constructed on any Lot without first obtaining the approval of the Architectural Control Committee as provided in Article V of this Declaration. No fence on any Lot shall be permitted to extend nearer to any front street than the front building line of the residence located on that Lot or nearer to any side street than three (3) inches within the side property line. Fences may not be erected on a property line but must be placed a minimum of three (3) inches inside the property line of the erecting party. No portion of any fence erected on any Lot may exceed six (6) feet in height and chain link fences are not permitted. Notwithstanding the foregoing, Declarant, its successors and assigns, and the Association shall have the right to erect chain link fences and any other type of fences and enclosures within the Common Elements without the approval of the Architectural Control Committee, such fences and other enclosures to become a part of the Common Elements to be maintained by the Association."

4. **Stormwater Management: Permit.** The Declaration is amended by adding a new Section 6 of Article XI, as follows:

WILMINGTON 100109.3
"SECTION 6. STORMWATER MANAGEMENT PERMIT. The Property and any Additional Property made subject to the Declaration shall be sold, held and transferred subject to the stormwater management provisions set forth on the attached Exhibit B to the Declaration (as attached to this First Amendment)."

5. Effect of Amendment. In the event of any conflict or inconsistency between the terms of this First Amendment and the Declaration, the terms of this First Amendment shall prevail, and the term "Declaration" shall hereafter mean the Declaration as modified by this First 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.

6. Miscellaneous. All capitalized but undefined terms used in this First Amendment shall have the meaning ascribed to such terms in the Declaration. This First 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 First 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 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: 17 April, 2017.

[Notary's signature as name appears on seal]

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

My commission expires: 15 Sept 2018

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

Owner:

P Mill, LLC, a North Carolina limited liability company

By: ________________________________
Name: Matthew Murphy
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: Matthew Murphy, Manager P Mill LLC

Today's Date: 17 April 2017

[Notary’s signature as name appears on seal]

Parks M Stewardson
[Notary’s printed name as name appears on seal]

My commission expires: 15 Sept 2018

[Affix Notary Seal in Space Above]
IN WITNESS WHEREOF, the Association has executed this First 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: Nathan S. Sanders, Manager - Member of

Today's Date: 17 April 2017.

[Notary's signature as name appears on seal]

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

My commission expires: 15 Sept 2018

[Affix Notary Seal in Space Above]
EXHIBIT B

1. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 070601, as issued by the Division of Water Quality under NCAC 2H.1000.
2. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
3. These covenants are to run with the land and shall be binding on all persons and parties claiming under them.
4. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
5. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.
6. The maximum built-upon area per lot is 4000 square feet for a total of 204 lots and 2,230 square feet for a total of 150 town homes. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.
7. Lots within CAMA’s Area of Environmental Concern may be subject to a reduction in their allowable built-upon area due to CAMA regulations.
8. All runoff on the lot must drain into the permitted system. This may be accomplished through providing roof drain gutters, which drain to the street, grading the lot to drain toward the street, or grading perimeter swales and directing them into the pond or street. Lots that will naturally drain into the system are not required to provide these measures.
9. Built-upon area in excess of the permitted amount will require a permit modification.
State of North Carolina, County of NEW HANOVER
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Book: RB 6052 Page: 795-802
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Real Property $26.00
Recorder: CAROL HUGHLEY
Document No: 2017012137

DO NOT REMOVE!
This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.