

BK 490 PG 1556 - 1560

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**STATE OF NORTH CAROLINA
COUNTY OF POLK**

**SECOND AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR
THE FARMS AT MILL SPRING, AN EQUESTRIAN RESERVE AND SUBDIVISION**

(Removal of Property from Subdivision & Reservation To Add Property)

THIS SECOND AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE FARMS AT MILL SPRING, AN EQUESTRIAN RESERVE AND SUBDIVISION, (the "Second Amendment") is made and entered into this the 20 day of February, 2025, by and between C. LEMUEL & SANDRA T. OATES, LLC, a North Carolina limited liability company ("Oates LLC"), MOLLY OATES SHERRILL, LLC, a North Carolina limited liability company ("Sherrill LLC", collectively with Oates LLC, the "Developer") and all present and future owners of lots and other properties (collectively the "Owners"), within The Farms at Mill Spring, an Equestrian Reserve and Subdivision located in Polk County, North Carolina as the same is more particularly described herein (the "Subdivision"); the Developer and Owners being sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, the Subdivision was created pursuant to, and is subject to and governed by that certain Protective Covenants, Conditions, and Restrictions recorded by the Developer in Book 378, at Page 120 of the Polk County, North Carolina Registry, which was amended in Book 412, Page 1810, as the same has been subsequently supplemented and amended (collectively, the "CCR"); and,

WHEREAS, the Developer desires to remove certain property now owed by the Developer

RS 3571814

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Farms at Mill Spring – Second Amendment

Submitted electronically by "Roberts & Stevens PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Polk County Register of Deeds.

from the Subdivision and CCR; and,

WHEREAS, Developer desires to reserve the right to add the aforesaid property back into the Subdivision in the future by subjecting said property to the terms and conditions of the CCR and to the authority of the Association, if any; and,

WHEREAS, the CCR, as amended, states that the CCR may be amended by the recordation of an instrument executed by the holders of 50% of the voting rights of the Subdivision as set forth in Paragraph 1 and Paragraph 33 of the CCR; and,

WHEREAS, it is the intent of the Developer that this Second Amendment be adopted pursuant to the CCR and Section 2-117 of Chapter 47F of the North Carolina General Statutes, such chapter being commonly referred to as the North Carolina Planned Community Act (the "Act");

WHEREAS, in accordance with Paragraph 1 of the CCR and the Act, this Second Amendment has been signed by the undersigned representing greater than 67% of all votes of the Subdivision.

NOW, THEREFORE, for and in consideration of the premises, the mutual advantage and benefit to all the present and future Owners of Lots and properties within the Subdivision, the CCR is hereby amended as follows:

1. **Removal of Property from the Subdivision.** The real property described on **Exhibit A** attached hereto and incorporated herein by reference, now being Polk County Parcel Identification Number P83-48 (the "Developer Property") is hereby removed from the Subdivision and is no longer subject to the CCR.
2. **Reservation of Right to Add Developer Property to Subdivision.** The following is hereby added at the end of Paragraph 37 of the CCR:

Developer shall have the right to unilaterally add the Developer Property, more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, to the Subdivision in the future by recordation of an amendment to the CCR encumbering the Developer Property with the CCR and without the need for Owners approval. This right shall continue for a period of thirty (30) years at which time it shall automatically terminate.

Except as otherwise specifically provided herein, all capitalized terms contained within this Second Amendment shall be deemed to have the same meaning as that set forth in the CCR. Except as amended in accordance with this Second Amendment, the CCR shall be and remain the same.

(signatures appear on following pages)

IN WITNESS WHEREOF, the Developer has caused this Second Amendment to be executed by its duly authorized Manager, to be effective the day and year first above written.

C. Lemuel & Sandra T. Oates, LLC, a North Carolina limited liability company

By: C. Lemuel Oates
C. Lemuel Oates, Manager

STATE OF NORTH CAROLINA

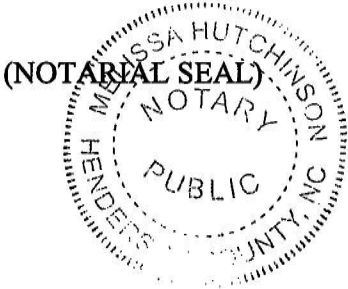
COUNTY OF Henderson

I, Melissa Ann Hutchinson, Notary Public for said County and State, certify that C. Lemuel Oates personally appeared before me this day and acknowledged that he is a Manager of C. Lemuel & Sandra T. Oates, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed.

WITNESS my hand and official stamp or seal, this the 26 day of February, 2025.

My Commission Expires:
March 30, 2025

Melissa Ann Hutchinson, Notary Public



IN WITNESS WHEREOF, the Developer has caused this Second Amendment to be executed by its duly authorized Manager, to be effective the day and year first above written.

Molly Oates Sherrill, LLC, a North Carolina limited liability company

By: Molly Oates Sherrill
Molly Oates Sherrill, Manager

STATE OF NORTH CAROLINA

COUNTY OF Henderson

I, Melissa Ann Hutchinson, Notary Public for said County and State, certify that Molly Oates Sherrill personally appeared before me this day and acknowledged that she is a Manager of Molly Oates Sherrill, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed.

WITNESS my hand and official stamp or seal, this the 26 day of February, 2025.

My Commission Expires:
March 30, 2025

Melissa Ann Hutchinson, Notary Public



EXHIBIT A

BEGINNING at an iron pipe, the southernmost corner of the tract conveyed by Marvin J. Higgins and wife, Anna Lee Higgins, to A.R. Thompson and wife, Mamie Sue Thompson, by deed dated November 14, 1963, and recorded in Book 128, Page 69, Polk County Registry, and running thence North 31 degrees 45 minutes West 350.0 feet to a stake; thence North 28 degrees 45 minutes West 806.0 feet to an iron pipe; thence South 79 degrees West 467.0 feet to a stake; thence North 85 degrees 45 minutes West 183.3 feet to a stake; thence North 22 degrees West 308.0 feet to a point; thence North 13 degrees 30 minutes West 731.6 feet to a point on the center line of North Carolina State Road No. 1322; thence with the center line of said road the following six (6) calls: North 66 degrees East 194.7 feet to a point; South 80 degrees 20 minutes East 248.8 feet to a point; South 57 degrees 25 minutes East 290.0 feet to a point; South 57 degrees 15 minutes East 249.3 feet to a point; South 88 degrees 33 minutes East 239.2 feet to a point; and North 64 degrees 54 minutes East 155.8 feet to a point; thence leaving the center line of said road and proceeding South 35 degrees 15 minutes East 164.2 feet to a stake in a branch; thence with the branch the following three (3) calls: North 59 degrees 16 minutes East 173.4 feet to a point; North 62 degrees 39 minutes East 268.9 feet to a point; and North 83 degrees 44 minutes East 284.4 feet to a point at the intersection of the branch with a creek; thence with the creek the following six (6) calls: South 31 degrees 45 minutes West 265.0 feet to a point; South 29 degrees 57 minutes East 122.0 feet to a point; South 60 degrees 03 minutes East 64.0 feet to a point; South 25 degrees 50 minutes East 160.9 feet to a point; South 30 degrees 12 minutes West 69.4 feet to a point; and South 22 degrees 14 minutes East 202.1 feet to a point; thence leaving said creek and proceeding South 40 degrees 45 minutes West 1,557.2 feet to the point and place of BEGINNING, containing 58.7 acres, more or less, and being shown and delineated as Tract No. 9 on Map No. 4 of the A.R. Thompson Estate Lands, prepared from a survey by John F. Padgett, R.L.S., dated January, 1974.