

Prepared by and return to:
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Raleigh, NC 27619-7047

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FRIENDSHIP STATION**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FRIENDSHIP STATION (this "Amendment") is effective as of the date of its recordation in the Wake County Register of Deeds and is made by **M/I HOMES OF RALEIGH, LLC**, a Delaware limited liability company ("Declarant").

Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for the Friendship Station recorded in Book 18820, Page 2704, Wake County Registry (as amended from time to time, the "Declaration").

Article 18, Section 18.10(a) of the Declaration provides that Declarant, during the period of Declarant control, without the consent or joinder of any Owner or Owners other than Declarant, shall have the unilateral right to make any amendments or modifications which Declarant deems necessary or desirable. The Declarant now desires to amend the Declaration in certain respects as set forth herein.

NOW, THEREFORE, Declarant, by this Amendment, does hereby amend the Declaration as follows:

1. Defined Terms. All capitalized terms used herein, unless otherwise defined herein, shall have the meanings set forth in the Declaration.

2. Assessments. Section 9.05(a) of the Declaration is hereby deleted in its entirety and replaced by the following:

(a) The Annual Assessment for each Lot owned by a Class A Member for the first assessment year shall be a maximum of:

(i) **\$1,260.00 for each Single Family Lot**; provided, however, that if the first assessment year shall have fewer than twelve months, the foregoing amounts shall be proportionately reduced.

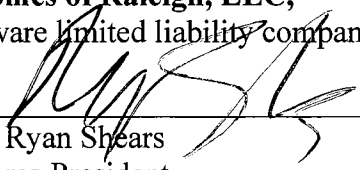
(ii) **\$2,400.00 for each Townhome Lot** (Annual Assessment in the amount of \$1,260.00 plus Townhome Lot maintenance assessment in the amount of \$1,140.00); provided, however, that if the first assessment year shall have fewer than twelve months, the foregoing amounts shall be proportionately reduced.

3. Effect of Amendment. The Declaration is hereby modified to the extent set forth herein, but only to the extent set forth herein. All provisions of the Declaration not modified by this Amendment shall remain in full force and effect in accordance with their original terms as set forth in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date set forth in the acknowledgement below.

DECLARANT:

M/I Homes of Raleigh, LLC,
a Delaware limited liability company

By: 
Name: Ryan Shears
Title: Area President

Wake County, North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Ryan Shears.

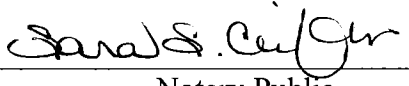
Date: May 9, 2022

My Commission Expires:

January 10, 2025

[Affix Notary Stamp or Seal]




Notary Public
Print Name: Sara S. Clifton