

06/20/2024 08:40:40AM

BT: OPR B: 10122 P: 931 Pages: 2

AMD - AMENDMENT

Fee: \$26.00 Excise Tax: \$0

INSTRUMENT #2024099825

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Prepared by and return to:

Hunter D. Cornelius, Attorney, Bagwell Holt Smith P.A.
111 Cloister Court, Ste. 200, Chapel Hill, NC 27514

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
FARRINGTON TOWNES**

This Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Farrington Townes (this "Second Amendment"), is made as of the date executed below by **FULLER-FARRINGTON, LLC**, a North Carolina limited liability company, hereinafter referred to as the "Declarant". Declarant states and declares as follows:

- A. Fuller-Farrington, LLC previously made a Declaration of Covenants, Conditions, Restrictions and Easements for Farrington Townes recorded August 30, 2023 at Book 9977 Page 967, Durham County Registry and a First Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements for Farrington Townes recorded March 22, 2024 at Book 10072 Page 839, Durham County Registry (collectively the "Declaration").
- B. Section 11.10 of the Declaration provides that during the Declarant Control Period, Declarant shall have the right to amend or rescind and restate the Declaration by a Recorded Document, without approval or joinder of the Association or any other Party.
- C. As of the date of this Second Amendment, the Declarant Control Period has not expired.
- D. Declarant now desires to amend the Declaration.

THEREFORE, Declarant hereby amends the Declaration as follows:

1. Section 9.13. of the Declaration is deleted in its entirety and replaced with the following:

9.13. Upon the sale of each Lot in the Community after it has been improved with a residence for which a certificate of occupancy has been issued, a capital contribution in the amount of \$1,000.00 shall be collected from the purchaser at the closing of such sale for the benefit of the Association (or if not collected at the closing, shall be paid immediately on demand by the Association). This capital contribution shall be a Specific Assessments against the Lot and shall be in addition to, not in lieu of, the annual Base Assessment. This capital contribution shall be for the purposes of ensuring that the

Association will have cash available to pay Common Expenses, meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. This capital contribution may be increased or decreased in the sole and exclusive discretion of the Board without the recording of an amendment to this Declaration.

2. Except as amended herein, all terms and provisions of the Declaration remain unmodified. As amended herein, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to be executed, as of the date first stated above.

FULLER-FARRINGTON, LLC,
a North Carolina limited liability company

By: [Signature]
James F. Anderson, Jr., Member/Manager

STATE OF North Carolina
COUNTY OF Wake

I certify that James F. Anderson, Jr. personally came before me this day and acknowledged that he is Member/Manager of Fuller-Farrington, LLC, a North Carolina limited liability company, and that he, as Member/Manager, being duly authorized to do so, executed the foregoing on behalf of the limited liability company.

Date: 6/18/24

[Signature]
Official Signature of Notary Public

(Official Seal)

Liliana Lopez
Notary's Printed or Typed Name, Notary Public

My commission expires on: Nov. 13, 2028

