

03/22/2024 01:08:50PM

BT: OPR B: 10072 P: 839 Pages: 2

AMD - AMENDMENT

Fee: \$26.00 Excise Tax: \$0

INSTRUMENT #2024090615

April Carrington

Prepared by and return to:

Michael R. Ganley, Attorney, Bagwell Holt Smith P.A.
111 Cloister Court, Ste. 200, Chapel Hill, NC 27514

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

This First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Farrington Townes (this "First 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 (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 First 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 7.2.1. of the Declaration is deleted in its entirety and replaced with the following:

7.2.1. Each Owner of a Lot shall be responsible for obtaining and maintaining at all times homeowners insurance at their own expense covering the portions of the Owner's Lot not covered by the Association pursuant to Section 7.1 above, including Owner's personal property and improvements and betterments. In addition, to the extent not insured by policies of the Association or the extent insurable losses result in the payment of deductibles under the Association's policies, every Owner shall obtain and maintain at all times insurance covering consequential damages to any other Lot or the Common Area due to occurrences originating with the Owner's Lot and caused by the Owner's negligence, the Owner's failure to maintain the Owner's Lot or any other casualty within the Lot, which caused damage to any other Lot or Common Area. Additionally, each

Owner of a Lot may, at their option, obtain insurance at their own expense to cover their personal liability, and to provide such other coverage as they may desire.

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 First 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: 3/20/24

Bailey Spring
Official Signature of Notary Public

(Official Seal)

BAILEY SPRING
NOTARY PUBLIC
Wake County
North Carolina

Bailey Spring
Notary's Printed or Typed Name, Notary Public

My commission expires on: Feb 22, 2026
Feb 22, 2026