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Fee Amt: \$26.00 Page 1 of 2  
Excise Tax: \$0.00  
Orange County North Carolina  
Mark Chilton, Register of Deeds  
BK **6839** PG **1325 - 1326 (2)**

*Mark Chilton*

Prepared by and return to:

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

FOR MULTIPLE PIN SHEET

SEE BOOK 6839 PAGE 1324

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
SANDERWAY SUBDIVISION**

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Sanderway Subdivision (this "First Amendment"), is made this 22<sup>nd</sup> day of February, 2024, by **J. FULLER HOMES, LLC**, a North Carolina limited liability company, hereinafter referred to as the "Declarant". Declarant states and declares as follows:

- A. Sanderway, LLC previously made a Declaration of Covenants, Conditions, and Restrictions for Sanderway Subdivision recorded March 25, 2022 at Book 6774 Page 1737, Orange County Registry (the "Declaration").
- B. Sanderway, LLC subsequent assigned its rights as declarant under the Declaration to Declarant pursuant to that Assignment and Assumption of Declarant Rights recorded October 6, 2023 at Book 6829 Page 820, Orange County Registry.
- C. Section 11.11 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.
- D. As of the date of this First Amendment, the Declarant Control Period has not expired.
- E. Declarant now desires to amend the Declaration.

THEREFORE, Declarant hereby amends the Declaration as follows:

- 1. Section 4.5.3 of the Declaration is deleted in its entirety and replaced with the following:  
  
4.5.3 Alienation. No rule promulgated pursuant to this Section shall prohibit leasing or transfer of any Lot or require consent of the Association or Board for leasing or transfer of any Lot; however, there shall be a minimum lease term of six (6) months and the Association may otherwise regulate the leasing of Lots.
- 2. The first sentence of Section 9.15 of the Declaration is deleted in its entirety and replaced

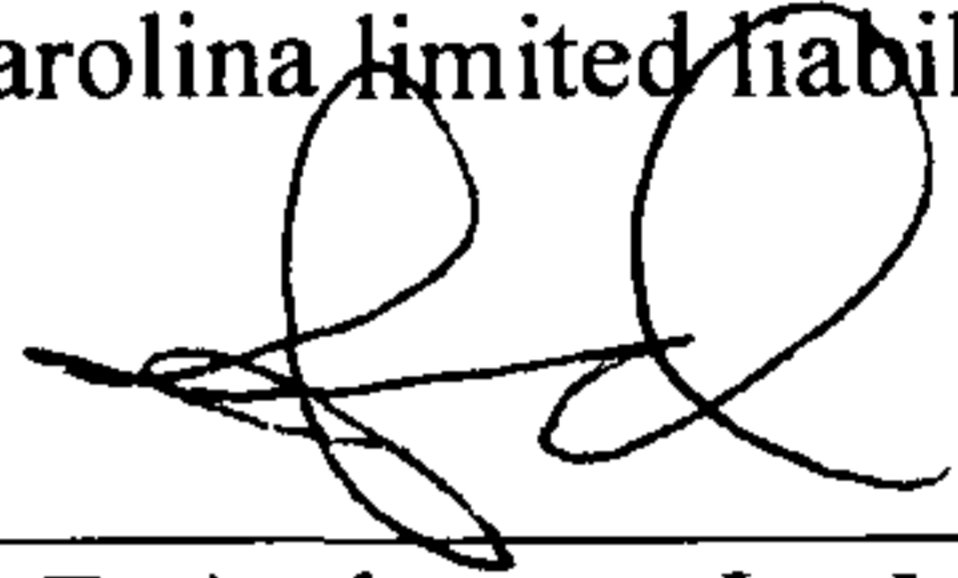
with the following:

Upon the first sale of each and every Lot in the Community after it has been improved with a residence for which a certificate of occupancy has been issued, an initiation fee in the amount of One Thousand Five Hundred and no/100<sup>th</sup> Dollars (\$1,500.00) 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).

3. 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.

**J. FULLER HOMES, LLC,**  
a North Carolina limited liability company

By:   
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 J. Fuller Homes, 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: 2/12/24

Bailey Spring  
Official Signature of Notary Public

(Official Seal)

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

My commission expires on: Feb 22, 2026

