

Register of Deeds

Sharon A. Davis

Durham County, NC

07/30/2024 03:32:47PM

BT: OPR B: 10146 P: 188 Pages: 2

AMD - AMENDMENT

Fee: \$26.00 Excise Tax: \$0

INSTRUMENT #2024104117

Evelyn Jacobs

Prepared by and return to:

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

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

This Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Farrington Townes (this "Third 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, as amended by: (i) that 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; and (ii) that Second Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements for Farrington Townes recorded June 20, 2024 at Book 10122 Page 931, Durham County Registry (as amended, 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 Third 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 7.1.1.a. of the Declaration is deleted in its entirety and replaced with the following:

- a. Blanket property insurance for all insurable improvements on the Common Area insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils. All property insurance policies the Association obtains shall have policy limits sufficient to cover the full replacement cost of the insured

improvements at the time of the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies. The Association shall be deemed trustee of all Members' interests in all insurance proceeds paid to the Association under any such policies and shall have full power to receive and to deal with such proceeds. The insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, except as otherwise provided in this Section.

2. Section 7.2.1. of the Declaration is deleted in its entirety and replaced with the following:

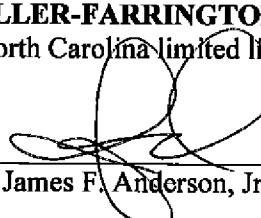
7.2.1. Each Owner of a Lot shall be responsible for obtaining and maintaining at all times homeowners insurance at their own expense covering the portions of the Owner's Lot, including personal property and 100% replacement coverage of the dwelling, structures and other improvements on the Lot. In addition, 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.

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 Third Amendment to be executed, as of the date first stated above.

JOHN CHU
Notary Public, North Carolina
Wake County
My Commission Expires
<u>July 4, 2024</u>

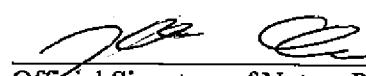
FULLER-FARRINGTON, LLC,
a North Carolina limited liability company

By: 
James F. Anderson, Jr., Member/Manager

STATE OF NC
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: 07/25/24


Official Signature of Notary Public

(Official Seal)


Notary's Printed or Typed Name, Notary Public

My commission expires on: July 4, 2029