

Prepared by and return to:

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111 Cloister Court, Ste. 200, Chapel Hill, NC 27514

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
BRANSTON FARMS, A NORTH CAROLINA PLANNED COMMUNITY**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Branston Farms, a North Carolina planned community (this "First Amendment"), is made this 17 day of March, 2020, by **J. FULLER HOMES, LLC**, a North Carolina limited liability company, hereinafter referred to as the "Declarant". Declarant states and declares as follows:

A. Declarant previously made a Declaration of Covenants, Conditions and Restrictions for Branston Farms, a North Carolina planned community, dated February 17, 2020 and recorded February 27, 2020 at Book 17763 Page 2683, Wake County Registry (the "Declaration").

B. 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.

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 9.15 of the Declaration is deleted in its entirety and replaced with the following:

9.15 Capitalization of Association.

Upon the 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 to be determined in the sole discretion of the Board 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 initiation fee shall be a Specific Assessment against the Lot and shall be in addition to, not in lieu of, the annual Base Assessment. The initiation fee shall not be considered an advance payment of the

annual Base Assessment. This initiation fee shall be deposited into a specially designated reserve account of the Association and 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 initiation fee may be increased or decreased in the sole and exclusive discretion of the Board.

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.

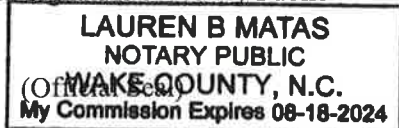
**J. FULLER HOMES, LLC,**  
a North Carolina limited liability company

By:   
James F. Anderson, Member/Manager

STATE OF NC  
COUNTY OF Wake

I certify that James F. Anderson 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.

Lauren B Matas  
Official Signature of Notary Public



My commission expires on: 8/18/2024

Date: 3/17/2020

Lauren B. Matas  
Notary's Printed or Typed Name, Notary Public