

Upon recording, please return to:

WSLD 12 Oaks VI, L.L.C.
c/o Landeavor, LLC
367 West Center Street
Holly Springs, NC 27540

INDEXING NOTE TO CLERK'S OFFICE:

Please index in Grantor index under "WSLD 12 Oaks VI, L.L.C."
Please index in Grantee index under "Twelve Oaks" and "Twelve Oaks Master Association, Inc."
Please cross-reference to Declaration at Book 17224, Page 1462-1528

STATE OF NORTH CAROLINA**COUNTY OF WAKE**

**FIRST AMENDMENT TO
AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS
FOR
TWELVE OAKS**

THIS AMENDMENT is made this **30th** day of December, 2020, by WSLD 12 Oaks VI, L.L.C., a Delaware limited liability company ("**WSLD**" or "**Declarant**").

RECITALS

Twelve Oaks, L.L.C., a Virginia limited liability company ("**Original Developer**"), executed and filed that Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Twelve Oaks, which was recorded in the office of the Register of Deeds for Wake County, North Carolina on July 12, 2007 in Book 12650, Pages 1607-1657 (as amended and supplemented, the "**Original Declaration**"); and

The Original Declaration identified the Original Developer as the "Declarant" thereunder and reserved to the Declarant various rights set forth therein. By that Quitclaim, Transfer and

Submitted electronically by "Nexsen Pruet, LLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

Assignment of Declarant Rights dated May 11, 2012 and recorded in the office of the Register of Deeds for Wake County, North Carolina on May 11, 2012 at Book 14761, Page 2250-2253, the Original Developer assigned its status and all of its rights as "Declarant" under the Master Declaration to WSLD and WSLD assumed such status and rights.

The Original Declaration was amended and restated by that Amended and Restated Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Twelve Oaks, recorded in the office of the Register of Deeds for Wake County, North Carolina on August 24, 2018 in Book 17224, Pages 1462-1528 (the Original Declaration, as amended, restated and supplemented, is hereafter referred to as the "**Declaration**"). (All capitalized terms used herein and not otherwise defined herein shall be defined as set forth in the Declaration.)

Pursuant to Article XIII, Section 2 of the Declaration, Declarant may amend the Declaration during the Declarant Control Period without the consent or joinder of the Owners or any other Person, provided such amendment is not expressly prohibited by the North Carolina Planned Community Act, N.C.G.S. Chapter 47F (the "**Act**"), and does not materially alter or change any Owner's right to the use and enjoyment of his Lot or the Common Area (such capitalized terms having the meanings set forth in the Original Declaration).

WSLD, as the Declarant, now desires to amend the Declaration in various respects as set forth herein. Such amendments are not expressly prohibited by the Act and do not materially alter or change any Owner's right to the use and enjoyment of his Lot of the Common Area.

NOW, THEREFORE, pursuant to the authority reserved to the Declarant under the Declaration, the Declarant hereby amends the Declaration as follows:

1.

Article I, Section 17, defining the term "Declarant Control Period," is amended by deleting that section and substituting the following in its place:

Section 17. "Declarant Control Period" shall mean and refer to the period of time during which the Declarant may appoint or remove the members of the Board of Directors and officers of the Association. The Declarant Control Period shall terminate upon the first election of directors by the Members after the earliest of the following to occur:

- (a) December 31, 2020;
- (b) the date on which Declarant no longer owns any property within the Community or any of the Property included on Exhibit B attached hereto;
- (c) termination pursuant to §47F-3-104(d) of the Act; or
- (d) such earlier date as may be set forth in an instrument executed by Declarant and recorded in the Registry expressly terminating the Declarant Control Period hereunder.

The President shall call for an election to be held in accordance with the Bylaws within 120 days after the first of the events described in clauses (a) through (d) for the purpose of allowing the Members to elect all directors; provided, if due to North Carolina law, governmental restrictions, emergency orders, or health and safety concerns it is not feasible for the Association to hold an election within such 120-day period or a quorum is not represented, then such election shall be held as soon as reasonably practicable thereafter. If the President fails to call for an election as required herein, then the Members may call for such election in accordance with the procedures for demanding a special meeting under the Bylaws.

2.

Article V, Section 3, Maximum Annual Assessment, is amended by deleting the first sentence of that Section and substituting the following in its place:

The Association is authorized to levy annual assessments to fund general Common Expenses (i.e., expenses other than Limited Common Expenses and those to be funded by Neighborhood Assessments or Service Lot Assessments levied pursuant to Section 12 of this Article) pursuant to a budget adopted in accordance with Section 4 of this Article.

[continued on next page]

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by and through its duly authorized representatives as of the date set forth above.

DECLARANT: WSLD 12 OAKS VI, L.L.C., a Delaware limited liability company

BY: WSLD NC/SC Portfolio Investors VI, L.L.C., a Delaware limited liability company, its Managing Member

By: Walton Landeavor Holdings VI, L.L.C., a Delaware limited liability company, its Managing Member

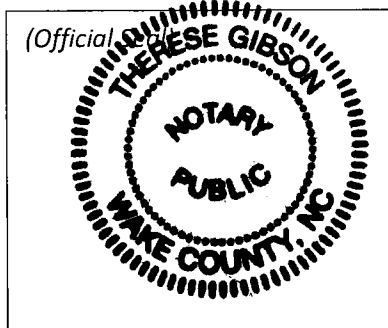
By: Landeavor Administrator VI, LLC, a Delaware limited liability company, its Administrative Member

By: [Signature]
Name: David A. Mason
Its: Vice President

STATE OF North Carolina)
)
COUNTY OF Wake)

I, Therese Gibson, a Notary Public in and for State and County aforesaid, certify that David Mason personally came before me by means of physical presence this day and acknowledged that he is Vice President of Landeavor Administrator VI, LLC, a Delaware limited liability company, Administrative Member of Walton Landeavor Holdings VI, L.L.C., a Delaware limited liability company, Managing Member of WSLD NC/SC Portfolio Investors VI, L.L.C., a Delaware limited liability company, Managing Member of WSLD 12 OAKS VI, L.L.C., a Delaware limited liability company, and that by authority duly given and as the act of said limited liability company, he executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official stamp or seal, this 30 day of December, 2020.



Therese Gibson
Therese Gibson, Notary Public
My commission expires: 03/29/21