

Prepared by and mail after recording to:

Keith D. Burns
Morris Manning & Martin, LLP
PO Box 12768
RTP, NC 27709

STATE OF NORTH CAROLINA

WAKE COUNTY

**SUPPLEMENTAL DECLARATION
ANNEXING ADDITIONAL PROPERTY
TWELVE OAKS PUD PHASE 6 SECTION 1**

This Supplemental Declaration is made as of the date set forth in the notary acknowledgment herein by WSLD 12 OAKS VI, L.L.C., a Delaware limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

A. Twelve Oaks, L.L.C. ("Original Developer"), previously recorded in Book 12650, Page 1607, Wake County Registry, that certain Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Twelve Oaks (the "Declaration"); and

B. By virtue of that certain Quitclaim, Transfer and Assignment of Declarant Rights recorded in Book 14671, Page 2254, Wake County Registry, Declarant is now the Declarant under the Declaration; and

C. Pursuant to Section 2(a) of Article II of the Declaration, Declarant desires to annex Additional Property within the area described in Exhibit B to the Declaration and to subject such property to the Declaration and to the jurisdiction of the Twelve Oaks Master Association, Inc.; and

D. Declarant is the owner of the real property described in Exhibit A attached hereto (hereinafter the "Property"), which is a portion of the property described in Exhibit B to the Declaration.

NOW, THEREFORE, in consideration of the premises, Declarant hereby declares that the property identified and described on **Exhibit A** attached hereto and incorporated herein by reference hereby is annexed into and made part of the property covered by the Declaration and shall be and hereby is subject to the Declaration and to the jurisdiction of the Twelve Oaks Master Association, Inc. and the additional covenants of this Supplemental Declaration.

Such property shall be owned, held, transferred, sold, conveyed, given, donated, devised, inherited, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens contained in the Declaration, which covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens shall run with the land and be binding on all parties having or acquiring any right, title and interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. **Definitions.**

(a) "**Service Lot Committee**" shall mean and refer to the representatives of the Service Lots which govern certain matters pertaining to the Service Lots. During the Declarant Control Period the Service Lot Committee shall be comprised of one representative appointed by the Declarant and, upon termination of the Declarant Control Period, shall be comprised of three (3) Service Lot Owners as appointed by the Board.

(b) "**Service Lot Expenses**" shall mean and refer to any and all expenditures made by, or financial liabilities with, this Supplemental Declaration that are allocated solely to the Service Lots. Service Lot Expenses shall be determined by the Service Lot Committee, pursuant to the additional terms and limitations contained in this Supplemental Declaration, and subject to approval by the Board.

(c) "**Service Lot(s)**" shall mean and refer to those lots designated on **Exhibit B** attached to this Supplemental Declaration and any additional Service Lots designated by the Declarant within the Property. Service Lots may be designated by the Declarant on Additional Property annexed pursuant to the Declaration.

2. **Landscape Maintenance.**

(a) The Association shall provide the following lawn maintenance to the Service Lots: mowing of grass (including the grass in the rear yard of each Service Lot); trimming of trees and plants; blowing of leaves; and maintaining or repairing landscaping (however, the Association shall not be responsible for replacing trees or shrubs) (the "**Lawn Maintenance**"). Such Lawn Maintenance shall be provided as a part of a grounds contract for the Property by a lawn company to be selected by the Board. The level of maintenance the Association shall provide shall be in the sole discretion of the Board.

(b) If individual irrigation systems are installed to serve the Service Lots individually, the Association may set the times at which such irrigation systems will water a Service Lot's landscaping, the duration of such watering and may control an Owner's use of such

system, all without incurring any cost for water or other utility charge. Repair and replacement of irrigation systems shall be the responsibility of the Service Lot Owners.

(c) If an Owner installs any landscaping improvements on his or her Service Lot (such improvement must be approved by the Architectural Committee), including but not limited to vegetation, hardscape, and irrigation systems, then the maintenance, repair, and replacement of such improvements shall be the sole responsibility of such Owner.

3. **Access Easement.** The Association, and its successors and assigns, shall at all times have the right of access over and upon any Service Lot for the purpose of Lawn Maintenance and each Service Lot Owner shall accept title to his or her Service Lot subject to such right of access.

4. **Determination of Service Lot Expenses and Service Lot Assessments.**

(a) At least thirty (30) days before the beginning of each fiscal year, the Service Lot Committee shall adopt a budget containing an estimate of the total amount considered necessary to pay for the Lawn Maintenance. Such budget may also include such reasonable amounts as the Service Lot Committee considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. At least thirty (30) days before the beginning of each fiscal year, the Service Lot Committee shall send to each Service Lot Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Service Lot Expenses and any special assessment payable by each Service Lot. Such budget shall constitute the basis for determining each Service Lot's assessment for the Service Lot Expenses. Any budget increasing assessments by less than twelve percent (12%) is ratified unless ninety percent (90%) of the total vote of Service Lot Owners vote to reject the budget at a duly called meeting of the Association. Any budget increasing assessments in excess of twelve percent (12%) must be approved by an affirmative vote of two-thirds (2/3) of the Service Lot Owners who are voting in person or by proxy, at an Association meeting duly called for such purpose.

(b) The total amount of the estimated funds required from assessments to fund the Lawn Maintenance set forth in the budget adopted by the Service Lot Committee shall be assessed against each Service Lot, except for those Service Lots owned by the Declarant, as an assessment and shall be collected on a yearly, semiannually, quarterly, or monthly basis as determined by the Board. The assessment shall be a lien against each Service Lot. Any amount accumulated in excess of the amount required for actual expenses may, at the discretion of the Board, be placed in reserve accounts, or be placed in a special account to be expended solely for the general welfare of the Service Lot Owners. Any net shortage may be assessed promptly against the Service Lot Owners and shall be payable either: (1) in full with payment of the next assessment due; or (2) in not more than three (3) equal monthly installments, as the Board may determine. The Board may adjust such special assessment with the consent of two-thirds (2/3) the Service Lot Owners.

(c) The Board shall levy a special assessment during any calendar year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement related to the Lawn Maintenance, including fixtures and

personal property; provided, however, that any such special assessment must be approved by the vote of at least sixty-seven percent (67%) of the votes entitled to be cast by the owners of the Service Lots.

(d) The Board may build up and maintain reasonable reserves for working capital, operations (including losses due to insurance deductibles), contingencies and replacements associated with the services provided within the Service Lot Committee.

5. **Controlling Terms.** All defined terms used in this Supplemental Declaration that are not specifically defined herein shall have the meaning given to such terms in the Declaration.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be signed in its name by its duly authorized Managing Member, as of the date set forth in the notary acknowledgment below.

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, Administrative Member

By: Adams Perry

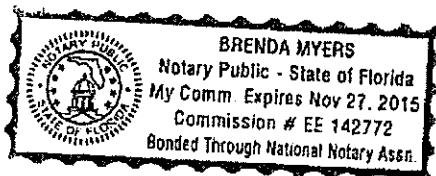
Name: Adams Perry
Title: President

STATE OF FL
COUNTY OF Hillsborough

I, the undersigned, a Notary Public for said County and State, certify that Adams Perry personally came before me this day and acknowledged that he is a President (title) of Landeavor Administrator VI, LLC, a Delaware limited liability company, and that he, in such capacity, signed the foregoing Supplemental Declaration on behalf of the corporation, by its authority duly given.

Witness my hand and official stamp or seal, this the 10th day of February ~~2015~~ 2015.

(Stamp or Seal)



Brenda Myers
Notary Public

My commission expires:

11/27/15

EXHIBIT A

PROPERTY DESCRIPTION

Lying and being in the Town of Holly Springs, Holly Springs Township, Wake County, North Carolina, and being more particularly described as follows:

All of the real property, containing 16.444 acres, more or less, shown and described on the maps entitled "Subdivision Map of Twelve Oaks PUD Phase 6 Section 1," recorded in Book of Maps 2015, Pages 198 and 199, Wake County Registry, saving and excepting therefrom the rights-of-way of public streets shown on such maps.

EXHIBIT B

PROPERTY DESCRIPTION

Lying and being in the Town of Holly Springs, Holly Springs Township, Wake County, North Carolina, and being more particularly described as follows:

All of Lots 1002 through 1035 shown and described on the maps entitled "Subdivision Map of Twelve Oaks PUD Phase 6 Section 1," recorded in Book of Maps 2015, Pages 198 and 199, Wake County Registry, saving and excepting therefrom the rights-of-way of public streets shown on such maps.

Prepared by and mail after recording to:

Keith D. Burns
Nexsen Pruet, PLLC
4141 Parklake Plaza
Raleigh, NC 27612

STATE OF NORTH CAROLINA
WAKE COUNTY

**SUPPLEMENTAL DECLARATION
ANNEXING ADDITIONAL PROPERTY
TWELVE OAKS PUD PHASE 8A**

This Supplemental Declaration is made as of the date set forth in the notary acknowledgment herein by WSLD 12 OAKS VI, L.L.C., a Delaware limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

A. Twelve Oaks, L.L.C. ("Original Developer"), previously recorded in Book 12650, Page 1607, Wake County Registry, that certain Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Twelve Oaks (the "Declaration"); and

B. By virtue of that certain Quitclaim, Transfer and Assignment of Declarant Rights recorded in Book 14671, Page 2254, Wake County Registry, Declarant is now the Declarant under the Declaration; and

C. Pursuant to Section 2(a) of Article II of the Declaration, Declarant desires to annex Additional Property within the area described in Exhibit B to the Declaration and to subject such property to the Declaration and to the jurisdiction of the Twelve Oaks Master Association, Inc.; and

D. Declarant is the owner of the real property described in **Exhibit A** attached hereto (hereinafter the "Property"), which is a portion of the property described in Exhibit B to the Declaration.

NOW, THEREFORE, in consideration of the premises, Declarant hereby declares that the property identified and described on **Exhibit A** attached hereto and incorporated herein by reference hereby is annexed into and made part of the property covered by the Declaration and shall be and hereby is subject to the Declaration and to the jurisdiction of the Twelve Oaks Master Association, Inc. and the additional covenants of this Supplemental Declaration.

Such property shall be owned, held, transferred, sold, conveyed, given, donated, devised, inherited, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens contained in the Declaration, which covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens shall run with the land and be binding on all parties having or acquiring any right, title and interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. **Definitions.**

(a) “Service Lot Committee” shall mean and refer to the representatives of the Service Lots which govern certain matters pertaining to the Service Lots. During the Declarant Control Period the Service Lot Committee shall be comprised of one representative appointed by the Declarant and, upon termination of the Declarant Control Period, shall be comprised of three (3) Service Lot Owners as appointed by the Board.

(b) “Service Lot Expenses” shall mean and refer to any and all expenditures made by, or financial liabilities with, this Supplemental Declaration that are allocated solely to the Service Lots. Service Lot Expenses shall be determined by the Service Lot Committee, pursuant to the additional terms and limitations contained in this Supplemental Declaration, and subject to approval by the Board.

(c) “Service Lot(s)” shall mean and refer to those lots designated on **Exhibit B** attached to this Supplemental Declaration and any additional Service Lots designated by the Declarant within the Property. Service Lots may be designated by the Declarant on Additional Property annexed pursuant to the Declaration.

2. **Landscape Maintenance.**

(a) The Association shall provide the following lawn maintenance to the Service Lots: mowing of grass (including the grass in the rear yard of each Service Lot); trimming of trees and plants; blowing of leaves; and maintaining or repairing landscaping (however, the Association shall not be responsible for replacing trees or shrubs) (the “Lawn Maintenance”). Such Lawn Maintenance shall be provided as a part of a grounds contract for the Property by a lawn company to be selected by the Board. The level of maintenance the Association shall provide shall be in the sole discretion of the Board.

(b) If individual irrigation systems are installed to serve the Service Lots individually, the Association may set the times at which such irrigation systems will water a Service Lot's landscaping, the duration of such watering and may control an Owner's use of such

system, all without incurring any cost for water or other utility charge. Repair and replacement of irrigation systems shall be the responsibility of the Service Lot Owners.

(c) If an Owner installs any landscaping improvements on his or her Service Lot (such improvement must be approved by the Architectural Committee), including but not limited to vegetation, hardscape, and irrigation systems, then the maintenance, repair, and replacement of such improvements shall be the sole responsibility of such Owner.

3. **Access Easement.** The Association, and its successors and assigns, shall at all times have the right of access over and upon any Service Lot for the purpose of Lawn Maintenance and each Service Lot Owner shall accept title to his or her Service Lot subject to such right of access.

4. **Determination of Service Lot Expenses and Service Lot Assessments.**

(a) At least thirty (30) days before the beginning of each fiscal year, the Service Lot Committee shall adopt a budget containing an estimate of the total amount considered necessary to pay for the Lawn Maintenance. Such budget may also include such reasonable amounts as the Service Lot Committee considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. At least thirty (30) days before the beginning of each fiscal year, the Service Lot Committee shall send to each Service Lot Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Service Lot Expenses and any special assessment payable by each Service Lot. Such budget shall constitute the basis for determining each Service Lot's assessment for the Service Lot Expenses. Any budget increasing assessments by less than twelve percent (12%) is ratified unless ninety percent (90%) of the total vote of Service Lot Owners vote to reject the budget at a duly called meeting of the Association. Any budget increasing assessments in excess of twelve percent (12%) must be approved by an affirmative vote of two-thirds (2/3) of the Service Lot Owners who are voting in person or by proxy, at an Association meeting duly called for such purpose.

(b) The total amount of the estimated funds required from assessments to fund the Lawn Maintenance set forth in the budget adopted by the Service Lot Committee shall be assessed against each Service Lot, except for those Service Lots owned by the Declarant, as an assessment and shall be collected on a yearly, semiannually, quarterly, or monthly basis as determined by the Board. The assessment shall be a lien against each Service Lot. Any amount accumulated in excess of the amount required for actual expenses may, at the discretion of the Board, be placed in reserve accounts, or be placed in a special account to be expended solely for the general welfare of the Service Lot Owners. Any net shortage may be assessed promptly against the Service Lot Owners and shall be payable either: (1) in full with payment of the next assessment due; or (2) in not more than three (3) equal monthly installments, as the Board may determine. The Board may adjust such special assessment with the consent of two-thirds (2/3) the Service Lot Owners.

(c) The Board shall levy a special assessment during any calendar year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement related to the Lawn Maintenance, including fixtures and

personal property; provided, however, that any such special assessment must be approved by the vote of at least sixty-seven percent (67%) of the votes entitled to be cast by the owners of the Service Lots.

(d) The Board may build up and maintain reasonable reserves for working capital, operations (including losses due to insurance deductibles), contingencies and replacements associated with the services provided within the Service Lot Committee.

5. **Controlling Terms.** All defined terms used in this Supplemental Declaration that are not specifically defined herein shall have the meaning given to such terms in the Declaration.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be signed in its name by its duly authorized Managing Member, as of the date set forth in the notary acknowledgment below.

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, Administrative Member

By: _____

Name: _____

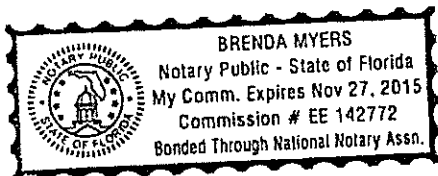
Title: _____

STATE OF Florida
COUNTY OF Hillsborough

I, the undersigned, a Notary Public for said County and State, certify that Adam Lorry personally came before me this day and acknowledged that he is a President (title) of Landeavor Administrator VI, LLC, a Delaware limited liability company, and that he, in such capacity, signed the foregoing Supplemental Declaration on behalf of the corporation, by its authority duly given.

Witness my hand and official stamp or seal, this the 26th day of October, 2015.

(Stamp or Seal)



Brenda Myers
Notary Public

My commission expires: _____

11-27-15

EXHIBIT A

PROPERTY DESCRIPTION

Lying and being in the Town of Holly Springs, Holly Springs Township, Wake County, North Carolina, and being more particularly described as follows:

All of the real property, containing 11.665 acres, more or less, shown and described on the maps entitled "Subdivision Map of Twelve Oaks PUD Phase 8A," recorded in Book of Maps 2015, Pages 1915-1917, Wake County Registry, saving and excepting therefrom the rights-of-way of public streets shown on such maps.

EXHIBIT B

PROPERTY DESCRIPTION

Lying and being in the Town of Holly Springs, Holly Springs Township, Wake County, North Carolina, and being more particularly described as follows:

All of Lots 1093-1113 as shown and described on the maps entitled "Subdivision Map of Twelve Oaks PUD Phase 8A," recorded in Book of Maps 2015, Pages 1915-1917, Wake County Registry, saving and excepting therefrom the rights-of-way of public streets shown on such maps.

Prepared by and mail after recording to:
Keith D. Burns
Nexsen Pruet, PLLC
4141 Parklake Plaza
Raleigh, NC 27612

STATE OF NORTH CAROLINA
WAKE COUNTY

**SUPPLEMENTAL DECLARATION
ANNEXING ADDITIONAL PROPERTY
TWELVE OAKS PUD PHASE 8B**

This Supplemental Declaration is made as of the date set forth in the notary acknowledgment herein by WSLD 12 OAKS VI, L.L.C., a Delaware limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

A. Twelve Oaks, L.L.C. ("Original Developer"), previously recorded in Book 12650, Page 1607, Wake County Registry, that certain Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Twelve Oaks (the "Declaration"); and

B. By virtue of that certain Quitclaim, Transfer and Assignment of Declarant Rights recorded in Book 14671, Page 2254, Wake County Registry, Declarant is now the Declarant under the Declaration; and

C. Pursuant to Section 2(a) of Article II of the Declaration, Declarant desires to annex Additional Property within the area described in Exhibit B to the Declaration and to subject such property to the Declaration and to the jurisdiction of the Twelve Oaks Master Association, Inc.; and

D. Declarant is the owner of the real property described in Exhibit A attached hereto (hereinafter the "Property"), which is a portion of the property described in Exhibit B to the Declaration.

NPRAL1:629335.1

NOW, THEREFORE, in consideration of the premises, Declarant hereby declares that the property identified and described on **Exhibit A** attached hereto and incorporated herein by reference hereby is annexed into and made part of the property covered by the Declaration and shall be and hereby is subject to the Declaration and to the jurisdiction of the Twelve Oaks Master Association, Inc. and the additional covenants of this Supplemental Declaration.

Such property shall be owned, held, transferred, sold, conveyed, given, donated, devised, inherited, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens contained in the Declaration, which covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens shall run with the land and be binding on all parties having or acquiring any right, title and interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. **Definitions.**

(a) **"Service Lot Committee"** shall mean and refer to the representatives of the Service Lots which govern certain matters pertaining to the Service Lots. During the Declarant Control Period the Service Lot Committee shall be comprised of one representative appointed by the Declarant and, upon termination of the Declarant Control Period, shall be comprised of three (3) Service Lot Owners as appointed by the Board.

(b) **"Service Lot Expenses"** shall mean and refer to any and all expenditures made by, or financial liabilities with, this Supplemental Declaration that are allocated solely to the Service Lots. Service Lot Expenses shall be determined by the Service Lot Committee, pursuant to the additional terms and limitations contained in this Supplemental Declaration, and subject to approval by the Board.

(c) **"Service Lot(s)"** shall mean and refer to those lots designated on **Exhibit B** attached to this Supplemental Declaration and any additional Service Lots designated by the Declarant within the Property. Service Lots may be designated by the Declarant on Additional Property annexed pursuant to the Declaration.

2. **Landscape Maintenance.**

(a) The Association shall provide the following lawn maintenance to the Service Lots: mowing of grass (including the grass in the rear yard of each Service Lot); trimming of trees and plants; blowing of leaves; and maintaining or repairing landscaping (however, the Association shall not be responsible for replacing trees or shrubs) (the **"Lawn Maintenance"**). Such Lawn Maintenance shall be provided as a part of a grounds contract for the Property by a lawn company to be selected by the Board. The level of maintenance the Association shall provide shall be in the sole discretion of the Board.

(b) If individual irrigation systems are installed to serve the Service Lots individually, the Association may set the times at which such irrigation systems will water a Service Lot's landscaping, the duration of such watering and may control an Owner's use of such

system, all without incurring any cost for water or other utility charge. Repair and replacement of irrigation systems shall be the responsibility of the Service Lot Owners.

(c) If an Owner installs any landscaping improvements on his or her Service Lot (such improvement must be approved by the Architectural Committee), including but not limited to vegetation, hardscape, and irrigation systems, then the maintenance, repair, and replacement of such improvements shall be the sole responsibility of such Owner.

3. **Access Easement.** The Association, and its successors and assigns, shall at all times have the right of access over and upon any Service Lot for the purpose of Lawn Maintenance and each Service Lot Owner shall accept title to his or her Service Lot subject to such right of access.

4. **Determination of Service Lot Expenses and Service Lot Assessments.**

(a) At least thirty (30) days before the beginning of each fiscal year, the Service Lot Committee shall adopt a budget containing an estimate of the total amount considered necessary to pay for the Lawn Maintenance. Such budget may also include such reasonable amounts as the Service Lot Committee considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. At least thirty (30) days before the beginning of each fiscal year, the Service Lot Committee shall send to each Service Lot Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Service Lot Expenses and any special assessment payable by each Service Lot. Such budget shall constitute the basis for determining each Service Lot's assessment for the Service Lot Expenses. Any budget increasing assessments by less than twelve percent (12%) is ratified unless ninety percent (90%) of the total vote of Service Lot Owners vote to reject the budget at a duly called meeting of the Association. Any budget increasing assessments in excess of twelve percent (12%) must be approved by an affirmative vote of two-thirds (2/3) of the Service Lot Owners who are voting in person or by proxy, at an Association meeting duly called for such purpose.

(b) The total amount of the estimated funds required from assessments to fund the Lawn Maintenance set forth in the budget adopted by the Service Lot Committee shall be assessed against each Service Lot, except for those Service Lots owned by the Declarant, as an assessment and shall be collected on a yearly, semiannually, quarterly, or monthly basis as determined by the Board. The assessment shall be a lien against each Service Lot. Any amount accumulated in excess of the amount required for actual expenses may, at the discretion of the Board, be placed in reserve accounts, or be placed in a special account to be expended solely for the general welfare of the Service Lot Owners. Any net shortage may be assessed promptly against the Service Lot Owners and shall be payable either: (1) in full with payment of the next assessment due; or (2) in not more than three (3) equal monthly installments, as the Board may determine. The Board may adjust such special assessment with the consent of two-thirds (2/3) the Service Lot Owners.

(c) The Board shall levy a special assessment during any calendar year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement related to the Lawn Maintenance, including fixtures and

personal property; provided, however, that any such special assessment must be approved by the vote of at least sixty-seven percent (67%) of the votes entitled to be cast by the owners of the Service Lots.

(d) The Board may build up and maintain reasonable reserves for working capital, operations (including losses due to insurance deductibles), contingencies and replacements associated with the services provided within the Service Lot Committee.

5. **Controlling Terms.** All defined terms used in this Supplemental Declaration that are not specifically defined herein shall have the meaning given to such terms in the Declaration.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be signed in its name by its duly authorized Managing Member, as of the date set forth in the notary acknowledgment below.

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, Administrative Member

By: _____

Name: _____

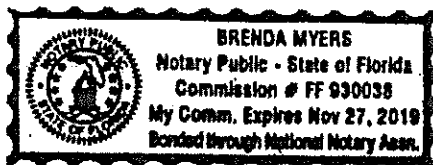
Title: _____

STATE OF Florida
COUNTY OF Hillsborough

I, the undersigned, a Notary Public for said County and State, certify that Adam Lorry personally came before me this day and acknowledged that he is a president (title) of Landeavor Administrator VI, LLC, a Delaware limited liability company, and that he, in such capacity, signed the foregoing Supplemental Declaration on behalf of the corporation, by its authority duly given.

Witness my hand and official stamp or seal, this the 5th day of February, 2016.

(Stamp or Seal)



Brenda Myers
Notary Public

My commission expires:

11/27/19

EXHIBIT A

PROPERTY DESCRIPTION

Lying and being in the Town of Holly Springs, Holly Springs Township, Wake County, North Carolina, and being more particularly described as follows:

All of the real property, containing 10.671 acres, more or less, shown and described on the maps entitled "Subdivision Map of Twelve Oaks PUD Phase 8B," recorded in Book of Maps 2016, Pages 73-75, Wake County Registry, saving and excepting therefrom the rights-of-way of public streets shown on such maps.

EXHIBIT B

PROPERTY DESCRIPTION

Lying and being in the Town of Holly Springs, Holly Springs Township, Wake County, North Carolina, and being more particularly described as follows:

All of Lots 1114-1120 and Lots 1075-1092 as shown and described on the maps entitled "Subdivision Map of Twelve Oaks PUD Phase 8B," recorded in Book of Maps 2016, Pages 73-75, Wake County Registry, saving and excepting therefrom the rights-of-way of public streets shown on such maps.

Prepared by and mail after recording to:
Keith D. Burns
Nexsen Pruet, PLLC
4141 Parklake Plaza
Raleigh, NC 27612

STATE OF NORTH CAROLINA
WAKE COUNTY

**SUPPLEMENTAL DECLARATION
ANNEXING ADDITIONAL PROPERTY
TWELVE OAKS PUD PHASE 8C**

This Supplemental Declaration is made as of the date set forth in the notary acknowledgment herein by WSLD 12 OAKS VI, L.L.C., a Delaware limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

A. Twelve Oaks, L.L.C. ("Original Developer"), previously recorded in Book 12650, Page 1607, Wake County Registry, that certain Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Twelve Oaks (the "Declaration"); and

B. By virtue of that certain Quitclaim, Transfer and Assignment of Declarant Rights recorded in Book 14671, Page 2254, Wake County Registry, Declarant is now the Declarant under the Declaration; and

C. Pursuant to Section 2(a) of Article II of the Declaration, Declarant desires to annex Additional Property within the area described in Exhibit B to the Declaration and to subject such property to the Declaration and to the jurisdiction of the Twelve Oaks Master Association, Inc.; and

D. Declarant is the owner of the real property described in Exhibit A attached hereto (hereinafter the "Property"), which is a portion of the property described in Exhibit B to the Declaration.

NPRAL1:790675.1

NOW, THEREFORE, in consideration of the premises, Declarant hereby declares that the property identified and described on **Exhibit A** attached hereto and incorporated herein by reference hereby is annexed into and made part of the property covered by the Declaration and shall be and hereby is subject to the Declaration and to the jurisdiction of the Twelve Oaks Master Association, Inc. and the additional covenants of this Supplemental Declaration.

Such property shall be owned, held, transferred, sold, conveyed, given, donated, devised, inherited, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens contained in the Declaration, which covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens shall run with the land and be binding on all parties having or acquiring any right, title and interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

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(a) "**Service Lot Committee**" shall mean and refer to the representatives of the Service Lots which govern certain matters pertaining to the Service Lots. During the Declarant Control Period the Service Lot Committee shall be comprised of one representative appointed by the Declarant and, upon termination of the Declarant Control Period, shall be comprised of three (3) Service Lot Owners as appointed by the Board.

(b) "**Service Lot Expenses**" shall mean and refer to any and all expenditures made by, or financial liabilities with, this Supplemental Declaration that are allocated solely to the Service Lots. Service Lot Expenses shall be determined by the Service Lot Committee, pursuant to the additional terms and limitations contained in this Supplemental Declaration, and subject to approval by the Board.

(c) "**Service Lot(s)**" shall mean and refer to those lots designated on **Exhibit B** attached to this Supplemental Declaration and any additional Service Lots designated by the Declarant within the Property. Service Lots may be designated by the Declarant on Additional Property annexed pursuant to the Declaration.

2. **Landscape Maintenance.**

(a) The Association shall provide the following lawn maintenance to the Service Lots: mowing of grass (including the grass in the rear yard of each Service Lot); trimming of trees and plants; blowing of leaves; and maintaining or repairing landscaping (however, the Association shall not be responsible for replacing trees or shrubs) (the "**Lawn Maintenance**"). Such Lawn Maintenance shall be provided as a part of a grounds contract for the Property by a lawn company to be selected by the Board. The level of maintenance the Association shall provide shall be in the sole discretion of the Board.

(b) If individual irrigation systems are installed to serve the Service Lots individually, the Association may set the times at which such irrigation systems will water a Service Lot's landscaping, the duration of such watering and may control an Owner's use of such

system, all without incurring any cost for water or other utility charge. Repair and replacement of irrigation systems shall be the responsibility of the Service Lot Owners.

(c) If an Owner installs any landscaping improvements on his or her Service Lot (such improvement must be approved by the Architectural Committee), including but not limited to vegetation, hardscape, and irrigation systems, then the maintenance, repair, and replacement of such improvements shall be the sole responsibility of such Owner.

3. **Access Easement.** The Association, and its successors and assigns, shall at all times have the right of access over and upon any Service Lot for the purpose of Lawn Maintenance and each Service Lot Owner shall accept title to his or her Service Lot subject to such right of access.

4. **Determination of Service Lot Expenses and Service Lot Assessments.**

(a) At least thirty (30) days before the beginning of each fiscal year, the Service Lot Committee shall adopt a budget containing an estimate of the total amount considered necessary to pay for the Lawn Maintenance. Such budget may also include such reasonable amounts as the Service Lot Committee considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. At least thirty (30) days before the beginning of each fiscal year, the Service Lot Committee shall send to each Service Lot Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Service Lot Expenses and any special assessment payable by each Service Lot. Such budget shall constitute the basis for determining each Service Lot's assessment for the Service Lot Expenses. Any budget increasing assessments by less than twelve percent (12%) is ratified unless ninety percent (90%) of the total vote of Service Lot Owners vote to reject the budget at a duly called meeting of the Association. Any budget increasing assessments in excess of twelve percent (12%) must be approved by an affirmative vote of two-thirds (2/3) of the Service Lot Owners who are voting in person or by proxy, at an Association meeting duly called for such purpose.

(b) The total amount of the estimated funds required from assessments to fund the Lawn Maintenance set forth in the budget adopted by the Service Lot Committee shall be assessed against each Service Lot, except for those Service Lots owned by the Declarant, as an assessment and shall be collected on a yearly, semiannually, quarterly, or monthly basis as determined by the Board. The assessment shall be a lien against each Service Lot. Any amount accumulated in excess of the amount required for actual expenses may, at the discretion of the Board, be placed in reserve accounts, or be placed in a special account to be expended solely for the general welfare of the Service Lot Owners. Any net shortage may be assessed promptly against the Service Lot Owners and shall be payable either: (1) in full with payment of the next assessment due; or (2) in not more than three (3) equal monthly installments, as the Board may determine. The Board may adjust such special assessment with the consent of two-thirds (2/3) the Service Lot Owners.

(c) The Board shall levy a special assessment during any calendar year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement related to the Lawn Maintenance, including fixtures and

personal property; provided, however, that any such special assessment must be approved by the vote of at least sixty-seven percent (67%) of the votes entitled to be cast by the owners of the Service Lots.

(d) The Board may build up and maintain reasonable reserves for working capital, operations (including losses due to insurance deductibles), contingencies and replacements associated with the services provided within the Service Lot Committee.

5. **Controlling Terms.** All defined terms used in this Supplemental Declaration that are not specifically defined herein shall have the meaning given to such terms in the Declaration.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be signed in its name by its duly authorized Managing Member, as of the date set forth in the notary acknowledgment below.

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, Administrative Member

By:

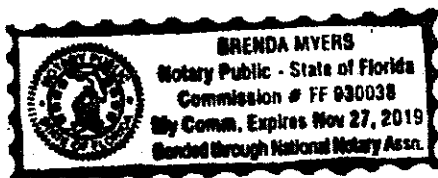
Name: Adam Lorry
Title: President

STATE OF Florida
COUNTY OF Hillsborough

I, the undersigned, a Notary Public for said County and State, certify that Adam Lorry personally came before me this day and acknowledged that he is a President (title) of Landeavor Administrator VI, LLC, a Delaware limited liability company, and that he, in such capacity, signed the foregoing Supplemental Declaration on behalf of the corporation, by its authority duly given.

Witness my hand and official stamp or seal, this the 31st day of January, 2017.

(Stamp or Seal)



Brenda Myers
Notary Public

My commission expires: 11-27-2019

EXHIBIT A

PROPERTY DESCRIPTION

Lying and being in the Town of Holly Springs, Holly Springs Township, Wake County, North Carolina, and being more particularly described as follows:

All of the real property, containing 12.551 acres, more or less, shown and described on the maps entitled "Subdivision Map of Twelve Oaks PUD Phase 8C," recorded in Book of Maps 2017, Pages 67 and 68, Wake County Registry, saving and excepting therefrom the rights-of-way of public streets shown on such maps.

EXHIBIT B

PROPERTY DESCRIPTION

Lying and being in the Town of Holly Springs, Holly Springs Township, Wake County, North Carolina, and being more particularly described as follows:

All of Lots 1135-1166 as shown and described on the maps entitled "Subdivision Map of Twelve Oaks PUD Phase 8C," recorded in Book of Maps 2017, Pages 67 and 68, Wake County Registry, saving and excepting therefrom the rights-of-way of public streets shown on such maps.

Prepared by and mail after recording to:
Keith D. Burns
Nexsen Pruet, PLLC
4141 Parklake Ave, Suite 200
Raleigh, NC 27612

STATE OF NORTH CAROLINA
WAKE COUNTY

**SUPPLEMENTAL DECLARATION
ANNEXING ADDITIONAL PROPERTY
TWELVE OAKS PUD PHASE 8D**

This Supplemental Declaration is made as of the date set forth in the notary acknowledgment herein by WSLD 12 OAKS VI, L.L.C., a Delaware limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

A. Twelve Oaks, L.L.C. ("Original Developer"), previously recorded in Book 15650, Page 1607, Wake County Registry, that certain Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Twelve Oaks (the "Declaration"); and

B. By virtue of that certain Quitclaim, Transfer and Assignment of Declarant Rights recorded in Book 14761, Page 2250, Wake County Registry, Declarant is now the Declarant under the Declaration; and

C. Pursuant to Section 2(a) of Article II of the Declaration, Declarant desires to annex Additional Property within the area described in Exhibit B to the Declaration and to subject such property to the Declaration and to the jurisdiction of the Twelve Oaks Master Association, Inc.; and

D. Declarant is the owner of the real property described in Exhibit A attached hereto (hereinafter the "Property"), which is a portion of the property described in Exhibit B to the Declaration.

NPRAL1:764783.1

NOW, THEREFORE, in consideration of the premises, Declarant hereby declares that the property identified and described on **Exhibit A** attached hereto and incorporated herein by reference hereby is annexed into and made part of the property covered by the Declaration and shall be and hereby is subject to the Declaration and to the jurisdiction of the Twelve Oaks Master Association, Inc.

Such property shall be owned, held, transferred, sold, conveyed, given, donated, devised, inherited, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens contained in the Declaration, which covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens shall run with the land and be binding on all parties having or acquiring any right, title and interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be signed in its name by its duly authorized Managing Member, as of the date set forth in the notary acknowledgment below.

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, Administrative Member

By: Adam Lorry
Name: Adam Lorry
Title: President

STATE OF FLORIDA – COUNTY OF HILLSBOROUGH

Signed and sworn to (or affirmed) this day by Adam Lorry, who is the President of Landeavor Administrator VI, LLC, which is the Administrative Member of Walton Landeavor Holdings VI, L.L.C., which is the Managing Member of WSLD NC/SC Portfolio Investors VI, L.L.C., which is the Managing Member of WSLD 12 Oaks VI, L.L.C.

Witness my hand and official stamp or seal, this the 5th day of December, 2016.

Brenda Myers
Notary Public

[SEAL]

My commission expires: 11-27-2019

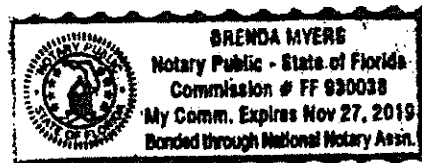


EXHIBIT A

PROPERTY DESCRIPTION

Lying and being in the Town of Holly Springs, Holly Springs Township, Wake County, North Carolina:

BEING all of the real property, containing 11.467 acres more or less, as shown and described on the map entitled "Subdivision and Recombination Map of Twelve Oaks PUD Phase 8D" and recorded in Book of Maps 2016, Pages 2085-2086, Wake Country Registry.

Prepared by and mail after recording to:
Keith D. Burns
Nexsen Pruet, PLLC
4141 Parklake Ave, Suite 200
Raleigh, NC 27612

STATE OF NORTH CAROLINA
WAKE COUNTY

SUPPLEMENTAL DECLARATION
ANNEXING ADDITIONAL PROPERTY
TWELVE OAKS PUD PHASE 8D

This Supplemental Declaration is made as of the date set forth in the notary acknowledgment herein by WSLD 12 OAKS VI, L.L.C., a Delaware limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

A. Twelve Oaks, L.L.C. ("Original Developer"), previously recorded in Book 15650, Page 1607, Wake County Registry, that certain Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Twelve Oaks (the "Declaration"); and

B. By virtue of that certain Quitclaim, Transfer and Assignment of Declarant Rights recorded in Book 14761, Page 2250, Wake County Registry, Declarant is now the Declarant under the Declaration; and

C. Pursuant to Section 2(a) of Article II of the Declaration, Declarant desires to annex Additional Property within the area described in Exhibit B to the Declaration and to subject such property to the Declaration and to the jurisdiction of the Twelve Oaks Master Association, Inc.; and

D. Declarant is the owner of the real property described in Exhibit A attached hereto (hereinafter the "Property"), which is a portion of the property described in Exhibit B to the Declaration.

NPRAL1:764783.1

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.

NOW, THEREFORE, in consideration of the premises, Declarant hereby declares that the property identified and described on **Exhibit A** attached hereto and incorporated herein by reference hereby is annexed into and made part of the property covered by the Declaration and shall be and hereby is subject to the Declaration and to the jurisdiction of the Twelve Oaks Master Association, Inc.

Such property shall be owned, held, transferred, sold, conveyed, given, donated, devised, inherited, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens contained in the Declaration, which covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens shall run with the land and be binding on all parties having or acquiring any right, title and interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be signed in its name by its duly authorized Managing Member, as of the date set forth in the notary acknowledgment below.

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, Administrative Member

By: Adam Lorry
Name: Adam Lorry
Title: President

STATE OF FLORIDA – COUNTY OF HILLSBOROUGH

Signed and sworn to (or affirmed) this day by Adam Lorry, who is the President of Landeavor Administrator VI, LLC, which is the Administrative Member of Walton Landeavor Holdings VI, L.L.C., which is the Managing Member of WSLD NC/SC Portfolio Investors VI, L.L.C., which is the Managing Member of WSLD 12 Oaks VI, L.L.C.

Witness my hand and official stamp or seal, this the 5th day of December, 2016.

Brenda Myers
Notary Public

[SEAL]

My commission expires: 11-27-2019

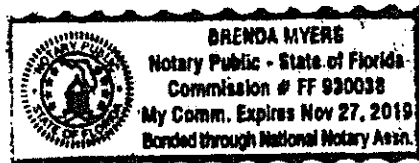


EXHIBIT A

PROPERTY DESCRIPTION

Lying and being in the Town of Holly Springs, Holly Springs Township, Wake County, North Carolina:

BEING all of the real property, containing 11.467 acres more or less, as shown and described on the map entitled "Subdivision and Recombination Map of Twelve Oaks PUD Phase 8D" and recorded in Book of Maps 2016, Pages 2085-2086, Wake Country Registry.