

Prepared by and return to: Moore & Alphin, PLLC (ch), 3733 National Drive, #100, Raleigh, NC 27612

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS, CHARGES
AND LIENS FOR LIVE OAKS**

This Second Amendment to Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Live Oaks (this "Amendment") is made and entered into as of the date set forth in the notary acknowledgment below, by **THOMAS J. ANHUT**, President of the Live Oaks Homeowners Association, Inc. and **SANCTUARY PARTNERS, LLC**, a North Carolina limited liability company, as "Declarant".

WITNESSETH:

WHEREAS, Sanctuary Partners, LLC previously recorded that certain Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Live Oaks recorded in Book 18728, Page 2039, Wake County Registry as amended by that First Amendment to Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Live Oaks recorded in Book 18902, Page 1418, Wake County Registry (collectively, the "Declaration"); and

WHEREAS, pursuant to Article VI, Section 3, the Association is required to provide general landscaping and lawn maintenance to the Owners; and

WHEREAS, some Owners have installed or desire to install a fence on their Lot; and

WHEREAS, the installation of a fence creates additional costs in the required maintenance and upkeep by the Association; and

WHEREAS, the Association desires to amend Article V to allow for an additional special assessment to be levied against an individual Owner who has installed a fence or similar improvement to their Lot which creates additional costs on the Association to meet its maintenance obligations on said Lot; and



WHEREAS, pursuant to Article I, Section 13, the Declarant Control Period is not yet terminated;
and

WHEREAS, pursuant to Article XII, Section 2, "Declarant, without the consent or joiner of any Person, may amend this Declaration during the Declarant Control Period so long as such amendment does not adversely affect title to any Owner's Lot or Owner's voting right and membership interests."

NOW, THEREFORE the Article V, Section 6 of the Declaration is hereby deleted in its entirety and replaced with the following:

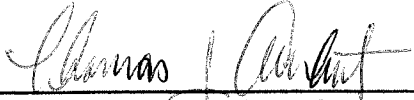
Section 6. Individual Special Assessments. The Board of Directors may, without vote of the Members, levy a special assessment (an "individual special assessment") against any Lot, applicable only to that Lot, for (i) for the purpose of paying for the costs of any construction, reconstruction, repair or replacement of any damage to the Common Area, including, without limitation, any improvements thereon or thereto, caused by the act or failure to act of an Owner, his family, tenants, guests or agents, and not the result of ordinary wear and tear; (ii) for payment of fines, penalties or other charges imposed against an Owner resulting from failure to comply with the terms and provisions of this Declaration, the Bylaws, and/or any rules or regulations promulgated hereunder, including, without limitation, fines assessed pursuant to Section 13 below; (iii) reimbursement to the Association or the architectural committee appointed by the Board for any sums it expends for enforcement of the architectural design guidelines and/or this Declaration and/or the rules and regulations of the Association; (iv) for the purpose of reimbursing the Association for costs (including attorneys' fees) incurred in bringing the Owner, his Lot or his residence into compliance with the provisions of this Declaration, the Bylaws, the architectural design guidelines or other rules and regulations adopted by the Board or the Association; and (v) for the purpose of reimbursing and compensating the Association for additional costs, fees and charges associated with additional maintenance costs arising from or related to exterior improvements on the Lot not included or installed as part of the originally approved plans for the Lot. Upon the establishment of an individual special assessment, which may be a one-time or on-going assessment, depending on the nature thereof, the Board shall send written notice of the amount and due date(s) of such individual special assessment to the affected Owner(s) at least fifteen (15) days prior to the date such individual special assessment is due. Individual special assessments shall be collected in the same manner and shall constitute a lien to the same extent as other assessments against the Lot. Declarant shall not be obligated to pay any individual special assessment except with Declarant's prior written approval.

Except as specifically amended by this Second Amendment, the Declaration, remains unchanged and in full force and effect.

[signature page to follow]



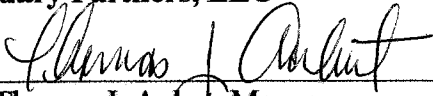
IN WITNESS WHEREOF, Declarant has caused this Second Amendment to be executed, as of the date set forth in the notary acknowledgment below.


Thomas J. Anhut, President

Date signed: 12-27-23

DECLARANT:

Sanctuary Partners, LLC

By: 
Thomas J. Anhut, Manager

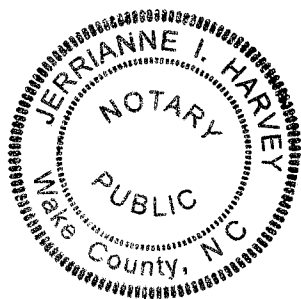
Date Signed: 12-27-23, 20

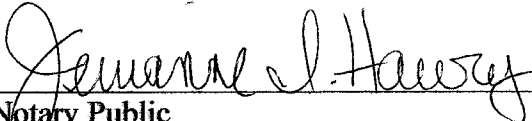
STATE OF NORTH CAROLINA – COUNTY OF WAKE

I certify that the following person personally appeared before me this day and acknowledged to me that he signed the foregoing document for the purposes stated therein and in the capacity indicated: **Thomas J. Anhut**

Date: 12/27, 2023

(Stamp or Seal)




Notary Public

My commission expires: 12/16/25