

Prepared by and Return to: Alison R. Cayton of Manning, Fulton & Skinner, P.A. (Box 133)

STATE OF NORTH CAROLINA :
COUNTY OF WAKE : SECOND AMENDMENT TO
DECLARATION

THIS SECOND AMENDMENT to Declaration is entered into on the 23rd day of January, 2001 by **Optimist Farm Ventures, LLC**, a North Carolina limited liability company (herein "Declarant"), **J.P. Swain Company**, a North Carolina corporation, **JKL Custom Homes, Inc.**, a North Carolina corporation, **John Leggett & Company**, a North Carolina corporation, **Robuck Homes, Inc.**, a North Carolina corporation, **Future Homes by Odell Thompson, Inc.**, a North Carolina corporation, and **Witt-Banks Construction Company, Inc.**, a North Carolina corporation.

Wake County, NC 205
Laura M Riddick, Register Of Deeds
Presented & Recorded 01/30/2001 11:11:02
Book : 008791 Page : 01949 - 01959

WITNESSETH

WHEREAS, the Declarant executed and recorded that certain set of Covenants, Conditions and Restrictions for Jamison Park Subdivision recorded in Book 8647, page 1136 Wake County Registry as amended by that Amendment to Declaration recorded in Book 8699, page 2775 Wake County Registry (together the "Declaration"); and

WHEREAS, Article IX Section 3 of the Declaration permits amendments to the Declaration with the approval of the Owners of not less than seventy-five percent (75%) of the Lots; and

WHEREAS, the parties hereto own at least 75% of the Lots and join in the execution of this Amendment to approve the Amendment of the Declaration; and

WHEREAS, the undersigned desire to amend the Declaration to add certain restrictions and to make certain clarifications to the Declaration;

NOW THEREFORE, the parties hereto wish to amend the Declaration as follows:

1. Article I, Section 4 is hereby deleted in its entirety and the following is to be inserted in lieu thereof:

"Section 4. "Common Area" shall mean all real property and any improvements constructed thereon, if any, owned by the Association for the common use and enjoyment of the Owners or members of the Association, as may be designated on any subdivision map of the Property or by the Association. Notwithstanding the foregoing, Common Area shall also mean Well Lots or other portions of Common Area designated on any recorded plat of the Property which are used for utility purposes and which are owned by a party other than the Declarant or the Association and to which the Association has been granted a Landscape Easement. Common Area shall include Permanent Open Space as defined below, and the access or pedestrian

easements leading to the Common Area. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is all of that Property other than the Lots and the Well Lots. Declarant shall convey the Common Area to the Association free and clear of any liens prior to the conveyance of a lot as security for a VA or HUD insured loan.

"Permanent Open Space" shall mean Common Area which shall be maintained for forestry or agriculture or active recreational uses or passive recreational uses. Permanent Open Space shall not include public and private roads within the property. The Permanent Open Space and the permitted uses thereon shall be designated on a plat or plats of Jamison Park Subdivision recorded or to be recorded in the office of the Wake County Register of Deeds. All Permanent Open Space may be subjected to easements for utilities, including sewer and waterlines, easements for ingress and egress as necessary for installation, maintenance and repair of the utilities, and may be subjected to easements for any encroachments arising from initial improvements. Since the Property is located within a Wake County Water Supply Watershed, Permanent Open Space which is not designated on a recorded plat as being maintained for active recreational uses or passive recreational uses shall be retained in its vegetated or natural state subject to the ability of the owner of the Permanent Open Space to subject it to easements as provided within this Section 4.

Declarant reserves the right, in its sole discretion, to convey from time to time additional property to the Association, which property may include all or any portion of the Properties, including any additional land annexed by Declarant pursuant to Article IX, Section 4 hereof and the Association shall accept any such conveyance of additional property and thereafter such additional property shall be held and maintained by the Association as Common Area. Improvements, which may include, but shall not be limited to, roadways, retention or detention ponds or erosion control devices, a swimming pool, clubhouse, and tennis courts, may be located on such Common Area or any additional Common Area.

Declarant does contemplate the construction of a swimming pool, tennis courts and a clubhouse within the Common Area."

2. Article IV, Section 2 (a) is hereby deleted and the following is inserted in lieu thereof:

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area; the maintenance of water and sewer mains in and upon the Common Area; the maintenance of open spaces and streets which have not been accepted for dedication to a public authority, roadway medians and islands (including medians and islands located in dedicated rights-of-way within the

Properties), drives and parking areas within the Common Area; the procurement and maintenance of insurance in accordance with the By-Laws; the maintenance of dams and ponds or other bodies of water, if any, located within the Common Area; the maintenance of entrance ways, landscaping and lighting of Common Area, road medians and islands and entrance ways; the cost of operating, maintaining and repairing any street lights erected by the Association or the Declarant in the rights-of-way of streets (whether public or private) or in any other easement provided therefor within the Properties; the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise. Notwithstanding the foregoing, the assessments shall be also be used to pay costs associated with maintaining the landscaping and open space located on Well Lots or other portions of the Common Area that are designated on any recorded plat of the Property which are used for utility purposes and which are owned by a party other than the Declarant or the Association.

3. In the event of any conflict or inconsistency between the terms of this Amendment and the Declaration, the terms of this Amendment shall prevail.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Declaration to be executed, all as of the day and year first above written.

Optimist Farm Ventures, LLC, a North Carolina limited liability company (SEAL)

By: Thomas L. Fonville
Thomas L. Fonville, Member/Manager

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, the undersigned Notary Public, certify that Thomas L. Fonville, Member/Manager of Optimist Farm Ventures, LLC, a North Carolina limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed on behalf of said limited liability company.

Witness my hand and Notarial Stamp/Seal this 26TH day of JANUARY 2001.

Susan L. Morris

Notary Public

My Commission Expires: 7-29-2004



J.P. Swain Company

By: Jeffrey P. SwainPresident

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, Kathryn A. Larson, Notary Public of the state and county aforesaid
 certify that Jeffrey P. Swain personally came before me this day and
 acknowledged that he is President of J.P. Swain Company, a
 North Carolina corporation, and that he as President
 being so authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 25th day of January, 2001.



Kathryn A. Larson
 Notary Public
 My commission expires 7-27-05

JKL Custom Homes, Inc.

By: John Ligotino
President

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, ELAINE M. KRAUZ, Notary Public of the state and county aforesaid
 certify that John Ligotino personally came before me this day and
 acknowledged that he is PRESIDENT of JKL Custom Homes,
 Inc., a North Carolina corporation, and that he as PRESIDENT,
 being so authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 26 day of JANUARY,
2001.

[NOTARY SEAL]

Elaine M. Krauz
 Notary Public
 My commission expires 1-24-2003



John Leggett & Company

By: John Leggett
President

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, JANEY GENTRY, Notary Public of the state and county aforesaid
certify that JOHN LEGGETT personally came before me this day and
acknowledged that he is PRESIDENT of John Leggett &
Company, a North Carolina corporation, and that he as PRESIDENT,
being so authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 24TH day of January,
2001.

[NOTARY SEAL]



Janey Gentry
Notary Public
My commission expires August 12, 2001.

Future Homes by Odell Thompson, Inc.

By: *[Signature]*
Vice President

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, DEANNE M. WARREN, Notary Public of the state and county aforesaid certify that Jim W. Thompson personally came before me this day and acknowledged that he is VICE PRESIDENT of Future Homes by Odell Thompson, Inc., a North Carolina corporation, and that he as VICE PRESIDENT, being so authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 23rd day of JANUARY, 2001.



[Signature]
Notary Public
My commission expires 2/25/2002

Witt-Banks Construction Company, Inc.

By: Carl R. Banks, VP

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, Carol M. Johnson, Notary Public of the state and county aforesaid
certify that Carl R. Banks personally came before me this day and
acknowledged that he is Vice-President of Witt-Banks Construction
Company, Inc., a North Carolina corporation, and that he as Vice-President,
being so authorized to do so, executed the foregoing on behalf of the corporation.

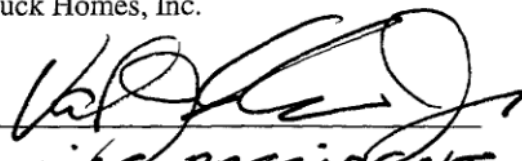
Witness my hand and official seal, this the 23rd day of January,
2001.

[NOTARY SEAL]



Carol M. Johnson
Notary Public
My commission expires 1-17-2005

Robuck Homes, Inc.

By: 

VICE PRESIDENT

STATE OF NORTH CAROLINA :

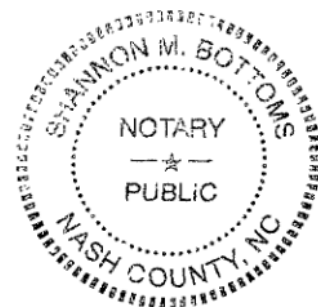
COUNTY OF WAKE Nash :

I, Shannon M. Bottoms, Notary Public of the state and county aforesaid
 certify that Val Edwards, Jr. personally came before me this day and
 acknowledged that he is Vice President of Robuck Homes, Inc., a
 North Carolina corporation, and that he as Vice President, being so
 authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 23rd day of January,
2001.

[NOTARY SEAL]

Shannon M. Bottoms
 Notary Public
 My commission expires 3-10-2003



Laura M Riddick
Register of Deeds
Wake County, NC



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Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate S of Susan L Morris
Kathryne A. Larson
Carol M. Johnson Elaine M. Krausz
Shannon M. Bottoms Janey Gentry
DeAnne M. Warren

Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: P. Anne Redd
Assistant/Deputy Register of Deeds

This Customer Group
1 # of Time Stamps Needed

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11 New Time Stamp
of Pages