

Prepared by and
Return after recording to:

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Cross Reference: Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens recorded at Book 15880, Page 538, and First Amendment to Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens, recorded at Book 16051, Page 1856, Wake County Registry

SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS FOR OLD OAK COMMONS

THIS *SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR OLD OAK COMMONS* (the "Amendment") is made by Classic Neighborhood – FC Holdings, LLC, a Texas limited liability company (the "Declarant"). The Amendment is made pursuant to the terms of Article XI, Section 11.02 of the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Old Oak Commons, recorded in Book 15580, Page 538, Wake County, North Carolina Registry as amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Old Oak Commons recorded in Book 16051, Page 1856, Wake County, North Carolina Registry (the "Declaration").

1. Article V, Section 5.10, is hereby amended to read:

Section 5.10 Working Capital Fund. At the time of closing of the initial sale of each Dwelling constructed on a Lot, and at each subsequent closing thereafter a sum equal to Four Hundred Seventy-Five and No/100 Dollars (\$475.00) shall be collected from the purchaser of such Lot and transferred to the Association as part of its working capital. The purpose of the working capital fund is to ensure that the Association will have adequate cash available to meet

its initial operating expenses or to acquire additional equipment or services deemed by the Board of Directors to be necessary or desirable. Amounts paid to the Association pursuant to this Section shall not be considered as an advance payment of any regular assessment.

2. Capitalized terms in this Amendment not otherwise defined herein shall have the same meaning as provided in the Declaration.

3. Except as expressly modified in this Amendment, every term and provision of the Declaration is ratified and remains in full force and effect.

DECLARANT

Classic Neighborhood – FC Holdings, LLC

By: DM Weekley, Inc., Manager

By: *[Signature]*

Name: John Burchfield

Title: General Counsel

STATE OF Texas

Harris COUNTY

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: John Burchfield, General Counsel of Classic Neighborhood-FC Holdings, LLC.

Witness my hand and official seal this 30th day of September, 2015.

[Signature]
Notary Public

My Commission Expires: 1/4/17

