

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.," "Meritage Homes of the Carolinas, Inc." and "SM Raleigh, LLC"
Please index in Grantee index under "Twelve Oaks" and "Twelve Oaks Master Association, Inc."
Please cross-reference to Declaration at Book 12650, Page 1607-1657

STATE OF NORTH CAROLINA**COUNTY OF WAKE****SUPPLEMENTAL DECLARATION
ANNEXING ADDITIONAL PROPERTY
TWELVE OAKS PUD PHASE 9**

THIS SUPPLEMENTAL DECLARATION is made by WSLD 12 Oaks VI, L.L.C., a Delaware limited liability company (together with its successors and assigns, "**Declarant**"), with the joinder and consent of Meritage Homes of the Carolinas, Inc., an Arizona corporation (together with its successors and assigns, "**Meritage**") and SM Raleigh, LLC, a North Carolina limited liability company (together with its successors and assigns, "**SMR**").

WITNESSETH:

A. 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 ("**Registry**") on July 12, 2007 in Book 12650, Pages 1607-1657, which has been amended and supplemented by various instruments recorded in the Registry (as amended and supplemented, the "**Declaration**"), including that instrument recorded March 29, 2017 in Book 16735, Pages 363-370 ("**First Amendment**"); and

B. The Declaration identified the Original Developer as the "Declarant" thereunder and reserved to the Declarant various rights set forth therein. By that Quitclaim, Transfer and Assignment of Declarant Rights dated May 11, 2012 and recorded in the Registry 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.

C. Pursuant to Section 2(a) of Article II of the Declaration, Declarant reserved the right during the Declarant Control Period (as defined in the Declaration) to annex additional property to the Declaration and thereby extend the operation and effect of the Declaration to such additional property by recording a Supplemental Declaration executed by the Declarant and by the record owner of the property to be annexed, if owned by someone other than the Declarant. In addition, the approval of the Town of Holly Springs is required to annex any property other than that described on Exhibit "B" of the Declaration.

D. The Declarant Control Period has not terminated and Declarant desires to annex and extend the operation and effect of the Declaration to the additional property described on Exhibit "A" of this Supplemental Declaration ("**Additional Property**"), which is a portion of the property described on Exhibit "B" of the Declaration as amended by the First Amendment. Meritage and SMR, as the record owners of the Additional Property, have joined in execution of this Supplemental Declaration to evidence their intent and consent to annex and submit their respective portions of the Additional Property to the operation and effect of the Declaration.

NOW, THEREFORE, pursuant to the authority reserved to the Declarant under the Declaration, the Declarant, Meritage and SMR hereby declare that the Additional Property shall hereafter be owned, held, transferred, sold, conveyed, given, donated, devised, inherited, leased, occupied and used subject to the covenants, conditions, restrictions, easements, charges, assessments, affirmative obligations, liens and other provisions of the Declaration and this Supplemental Declaration, which shall run with the land and be binding on all parties having or acquiring any right, title and interest in the Additional Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

The definitions set forth in Article I of the Declaration are incorporated by reference in this Supplemental Declaration.

ARTICLE II

Additional Covenants, Restrictions and Easements

Pursuant to Article II, Section 2(d) of the Declaration, any Supplemental Declaration may contain additional use restrictions and other terms, covenants, restrictions, easements, affirmative obligations, assessments, charges and liens applicable to the property being annexed. The additional covenants, restrictions and easements set forth in Exhibit "B" of this Supplemental Declaration shall apply to the Additional Property and shall be binding upon the owners and occupants of Units within the Additional Property, their guests and invitees, in addition to the terms of the Declaration.

ARTICLE III
Amendment

3.1 By the Declarant.

Until termination of the Declarant Control Period, the Declarant, with the joinder and consent of Meritage, may amend Exhibit "A" of this Supplemental Declaration to replace all or part of the legal description set forth therein with a reference to any recorded plat(s) depicting all or a part of the Additional Property and for any other purpose provided that such amendment does not materially adversely affect the title to any Lot without the consent of the Owner of such Lot. Notwithstanding this reserved right, the recording of a subdivision plat or a revision or amendment to a plat shall not require an amendment to this Supplemental Declaration.

3.2. By Owners.

Except as otherwise specifically provided in this Article IV, any amendment to the provisions set forth on Exhibit "B" of this Supplemental Declaration shall require the affirmative vote or written consent, or any combination thereof, of Owners of at least 67% of the Lots within the Additional Property to which such provisions apply, and if such amendment would affect the rights or responsibilities of the Association, the written consent of the Association, acting through its board of directors. In addition, so long as the Declarant owns any property described on Exhibits "A" or "B" to the Declaration, the consent of the Declarant shall be required to amend this Supplemental Declaration; so long as Meritage owns any portion of the Additional Property, the consent of Meritage shall be required to amend this Supplemental Declaration in any manner which would adversely affect Meritage's rights or obligations hereunder; and so long as SMR owns any portion of the Additional Property, the consent of SMR shall be required to amend this Supplemental Declaration in any manner which would adversely affect SMR's rights or obligations hereunder.

3.3. Validity and Effective Date.

No amendment may remove, revoke, or modify any right or privilege of the Declarant or without the written consent of the Declarant (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any deed of trust or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording in the Registry, unless a later effective date is specified in the amendment. No action to challenge the validity of an amendment may be brought more than two years after its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplemental Declaration.

[continued on next page]

IN WITNESS WHEREOF, Declarant, Meritage, and SMR have caused this Supplemental Declaration to be signed in their respective names by and through their duly authorized representatives as of the 28th day of June, 2017.

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: Adam Lorry
Its: President

STATE OF Florida)

COUNTY OF Hillsborough

I, Brenda Myers, a Notary Public in and for State and County aforesaid, certify that Adam Lorry personally came before me this day and acknowledged that he is 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 28th day of June, 2017.

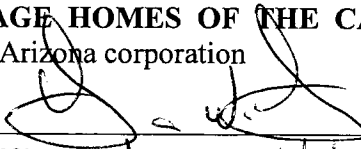
(Official Seal)



[Signature]
Brenda Myers, Notary Public
My commission expires: 11-27-2019

[signatures continued on next page]

MERITAGE: **MERITAGE HOMES OF THE CAROLINAS, INC.,** an Arizona corporation

By: 

Print Name: Lawrence W. Lane

Its: Division President

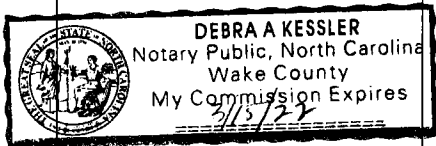
STATE OF NORTH CAROLINA)

COUNTY OF WAKE)

I, DEBRA A KESSLER, a Notary Public in and for State and County aforesaid, certify that LAURENCE LANE personally came before me this day and acknowledged that he is the DIVISION PRESIDENT of Meritage Homes of the Carolinas, Inc., an Arizona corporation, and that by authority duly given and as the act of said corporation, he executed the foregoing instrument on behalf of said corporation.

Witness my hand and official stamp or seal, this 5th day of June, 20 17

(Official Seal)



Debra A Kessler

_____, Notary Public

My commission expires: 3/13/22

[signatures continued on next page]

SMR: SM RALEIGH, LLC, a North Carolina limited liability company

By: [Signature]

Print Name: GEORGE W. WELLER

Its: VICE PRESIDENT - RALEIGH DIVISION

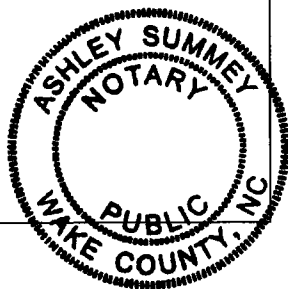
STATE OF North Carolina)

COUNTY OF Wake)

I, Ashley Summey, a Notary Public in and for State and County aforesaid, certify that George W. Weller personally came before me this day and acknowledged that he is the Vice Pres - Raleigh Div of SM Raleigh, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of said company, he executed the foregoing instrument on behalf of said company.

Witness my hand and official stamp or seal, this 20th day of June, 2017.

(Official Seal)



[Signature]
Ashley Summey Notary Public
 My commission expires: 2/4/2019

EXHIBIT "A"**Additional Property**

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in the Town of Holly Springs, Wake County, North Carolina, and being more particularly described as follows:

Beginning at a rebar found on the northern right of way of Woods Creek Road (SR 1154)(60' Public R/W) and also being at the intersection of Holly Springs-Apex Road (SR 1153)(60' Public R/W), said rebar having N.C. Grid Coordinates (NAD 83/2011) of N=702,596.92 and E=2,039,980.29, thence from said Beginning point, leaving said right of way South 48°08'43" East 30.10 feet to a pk-nail found at the centerline intersection of Woods Creek Road (SR 1154)(60' Public R/W) and Holly Springs-Apex Road (SR 1153)(60' Public R/W), thence with said centerline of Holly Springs-Apex Road (SR 1153)(60' Public R/W) South 44°47'45" East 149.72 feet to a point, thence South 44°34'00" East 99.83 feet to a point, thence South 42°58'18" East 49.93 feet to a point, thence South 41°15'19" East 49.98 feet to a point, thence South 38°00'59" East 49.97 feet to a point, thence South 34°15'54" East 49.88 feet to a point, thence South 29°43'17" East 49.93 feet to a point, thence South 25°40'26" East 49.96 feet to a point, thence South 23°09'01" East 49.88 feet to a point, thence South 21°24'12" East 49.94 feet to a point, thence South 20°33'16" East 49.90 feet to a point, thence South 19°48'16" East 99.85 feet to a point, thence South 19°09'30" East 50.01 feet to a point, thence South 18°28'15" East 49.97 feet to a point, thence South 16°59'53" East 49.97 feet to a point, thence South 15°53'23" East 50.05 feet to a point, thence South 14°35'01" East 21.98 feet to a railroad spike set, thence leaving said centerline South 88°20'20" West 30.78 feet to a rebar set on the western right of way of Holly Springs-Apex Road (SR 1153)(60' Public R/W), thence leaving said right of way South 88°20'20" West 74.64 feet to an iron pipe found, thence South 08°26'18" East 213.59 feet to an axle found, thence North 88°03'42" East 89.41 feet to a rebar set on the western right of way of Holly Springs-Apex Road (SR 1153)(60' Public R/w), thence leaving said right of way North 88°03'42" East 30.23 feet to a railroad spike set in the centerline of Holly Springs-Apex Road (SR 1153)(60' Public R/W), thence with said centerline South 09°01'08" East 12.55 feet to a point, thence South 08°07'17" East 49.91 feet to a point, thence South 07°03'50" East 49.80 feet to a point, thence South 05°00'12" East 49.83 feet to a point, thence South 03°26'41" East 50.03 feet to a point, thence South 00°02'34" East 49.94 feet to a point, thence South 02°31'14" West 65.61 feet to a spike set, thence leaving said centerline North 89°21'37" West 1598.86 feet to an iron pipe found with CP&L cap, guard stake and pointer, thence South 00°48'52" East 178.46 feet to an iron pipe found with CP&L cap and guard iron, thence North 89°17'05" East 175.32 feet to an iron pipe found with CP&L cap, guard iron and pointer, thence South 01°20'23" East 793.40 feet to an iron pipe found with CP&L cap and guard iron, thence along a painted line South 88°50'00" West 1061.44 feet to an iron pipe found with CP&L cap and guard iron, thence North 03°30'20" East 323.90 feet to an iron pipe found, thence North 86°29'31" West 911.75 feet to an iron pipe found, thence along a chopped and painted line North 05°46'27" West 101.16 feet to an iron pipe found, thence along a chopped and painted line North 12°42'30" East 368.17 feet to an existing iron pipe, thence along a chopped and painted line North 48°51'58" East 173.08 feet to an iron pipe found, thence along a chopped and painted line North 36°27'45" East 229.36 feet to an iron pipe found, thence along a chopped and painted line North 24°31'34" East 57.51 feet to a rebar set on the southern right of way of Woods Creek Road (SR 1154)(60' Public R/W), thence leaving said right of way North 24°31'34" East 86.80 feet to a rebar set on the

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northern right of way of Woods Creek Road (SR 1154)(60' Public R/W), thence leaving said right of way, along a chopped and painted line North 24°31'34" East 235.01 feet to an iron pipe found, thence along a chopped and painted line North 39°44'16" East 211.75 feet to an iron pipe found, thence along a chopped and painted line North 00°52'01" West 1055.20 feet to an iron pipe found, thence along a chopped and painted line North 89°30'28" East 1791.18 feet to a rebar found, thence South 48°08'43" East 480.21 feet to the point and place of Beginning, containing 134.560 acres more or less.

EXHIBIT "B"**Additional Provisions**

1. Development Parcel. The Additional Property, or each separate tract of land comprising the Additional Property which is depicted on a recorded subdivision plat at the time of acquisition by Meritage and SMR, shall be a "Development Parcel" as defined in the Declaration until such time as the Owner records in the Registry a subdivision plat subdividing all or a portion thereof into Lots, each of which is intended for construction of a single family dwelling, or a condominium plat and plans dividing all or a portion into Condominium Units. Thereafter, any portion of the Additional Property which is not depicted on such plat, or which is depicted on such plat as reserved for future development, shall continue to be treated as a separate Development Parcel until further subdivided into Lots or divided into Condominium Units by recording of a plat as described herein. The Owner of any portion of the Additional Property which constitutes a Development Parcel shall be a Class D Member of the Association.

2. Builder Designation. Meritage and SMR, or any successor-in-title to any Development Parcel or Lot within the Additional Property who regularly is engaged in the business of constructing Dwellings for resale to other Persons and who takes title to such Development Parcel or Lot for purposes of constructing a Dwelling thereon for resale in the ordinary course of its business, shall constitute an approved "Builder," as defined in the Declaration, with respect to each Development Parcel and Lot which it owns for development and resale in the ordinary course of its business.

3. Partial Assignment of Declarant Rights. So long as Meritage or SMR is engaged in construction, marketing and sales activities with respect to any portion of the Additional Property, it shall have the non-exclusive right to exercise, with respect to such portions of the Additional Property as it owns, the following rights and protections reserved to the Declarant under the Master Declaration:

(a) the rights under Article X, Section 1 of the Master Declaration to (i) use Lots and improvements erected thereon for sales offices, field construction offices, storage facilities, and other uses consistent with the development of the Community and the sale and construction of homes therein; (ii) maintain spot-lighted model homes which may be open to the public for inspection seven days per week for such hours as the Declarant deems appropriate or necessary; and (iii) conduct other activities on Lots to benefit development, sales and construction efforts;

(b) the right under Article X, Section 8 of the Master Declaration to erect and maintain a reasonable number of signs on Lots which it owns and on the Common Property in connection with the development and sale of its homes within the Additional Property;

(c) the right under Article X, Section 13 of the Master Declaration to exemption from the requirements of that Section with respect to trash containers placed on Lots which it owns for use during construction on such Lots, and the right to transport and remove from the Properties materials otherwise prohibited by that Section as may be reasonably required in connection with

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Additional Property

the construction and installation of streets and utilities and other improvements within the Additional Property; and

(d) the right under Article XIII, Section 4 of the Master Declaration to subdivide Lots during the Declarant Control Period; and

(e) the same protections afforded to the Declarant under Article XIII, Section 15 of the Master Declaration.

Nothing herein shall be deemed to transfer the rights or status of Declarant, it being the Declarant's intent merely to permit Meritage to exercise those rights set forth in the specified sections without relinquishing the right to exercise them itself or grant similar rights to other Builders.