

FOR REGISTRATION
Kimberly S. Hargrove
REGISTER OF DEEDS
Harnett County, NC
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**FIRST AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
FOREST OAKS SUBDIVISION
PHASE 4**

Prepared By and Return to: John G. Briggs III of Lewis, Deese, Nance & Briggs, LLP
Post Office Drawer 1358, Fayetteville, North Carolina 28302

This FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR FOREST OAKS SUBDIVISION, PHASES 4A AND 4B is made and entered into this the 11th day of December, 2012, by **WOODSHIRE PARTNERS, LLC**, a North Carolina Limited Liability Company, hereinafter referred to as "Declarant" or "Developer" and as "Lot Owner"; **CAVINESS LAND DEVELOPMENT, INC.**, a North Carolina Corporation ("Lot Owner"); and **H & H CONSTRUCTORS, INC.**, a North Carolina Corporation ("Lot Owner")

W I T N E S S E T H :

WHEREAS, Declarant is the original maker and Declarant of the Declaration of Covenants and Restrictions for Forest Oaks Subdivision (the "Covenants"), Phases 4 (A and B) recorded in Book 3021, at Page 877, Harnett County Registry, North Carolina (the "Declaration"); and

WHEREAS, the Declaration provides in Section 10.4 that the Declaration may be amended at any time by affirmative vote or the written agreement of the Owners, along with at least thirty (30) days written notice prior to any action taken; and

WHEREAS, Declarant and Lot Owners have agreed in writing to amend the Covenants as set forth hereinbelow

NOW THEREFORE, the Covenants are hereby amended as follows:

1) As to Article IV, Section 4.1 HOMEOWNERS ASSOCIATION: the language in the Covenants is hereby removed and replaced with the following language:

“There has been created a North Carolina non-profit corporation known as Forest Oaks Phases 4A and 4 B Homeowner’s Association, Inc., which shall be responsible for the maintenance, management and control of the Common Areas and upon each Lot and Dwelling Unit as more specifically set forth in this Declaration. The Declarant has designated Little & Young of Fayetteville, North Carolina, to operate the Association on behalf of the Board of Directors. In addition to any and all assessments allowed to be charged to the owners of individual Lots hereunder, each Owner other than the Declarant or its assigns, shall be charged a one-time “start-up” fee by the Association in the amount of One Hundred Seventy-Five Dollars and No Cents (\$175.00) per each Lot with a Dwelling Unit situate thereon. Thereafter, each Owner shall be charged an annual fee by the Association, in addition to any and all assessments otherwise allowed to be charged to the Owners of Lots hereunder, in the amount of Two Hundred Forty Dollars and No Cents (\$240.00). Start-up fees and Annual Assessments shall not be charged to any builder who is an Owner of a Lot for the express purpose of building an Dwelling Unit thereon for resale to a third party purchaser.”

2) As to Article X, Section 10.4 AMENDMENT: The following language shall be added:

“As long as Declarant owns any Lot within the subdivision, Declarant shall have the right and ability to amend the Declaration without participation of Lot Owners. At the time Declarant no longer owns any Lot in the subdivision, i.e. the end of the Development Period, Declarant shall turn over the management of the Association to the Board of Directors.”

The language set forth in Article X, Section 10.4 as it exists in the Declaration shall follow the above language in format and in priority.

3) Incorporation by Reference: The language set forth in the Declaration recorded in Book 3021, at Page 877, Harnett County Registry, North Carolina, except for the Articles and Sections amended by this instrument, are hereby re-alleged and incorporated by reference as if set forth fully herein.

THIS AMENDMENT shall be construed under the laws, statutes and ordinances of such governmental authority having jurisdiction. The provisions hereof are independent covenants and should any provision or provisions contained in this Amendment be declared by a Court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect. The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of an shall be enforceable by the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be signed as of the date first written above.

WOODSHIRE PARTNERS, LLC

By: [Signature]
Larry Strother, Member of
Woodshire Partners, LLC

CAVINESS LAND DEVELOPMENT, INC.

By: [Signature]
Andrea Brannon, Authorized Agent for
Caviness Land Development, Inc.

H & H CONSTRUCTORS, INC.

By: [Signature]
D. Ralph Huff, III, President of
H & H Constructors, Inc.

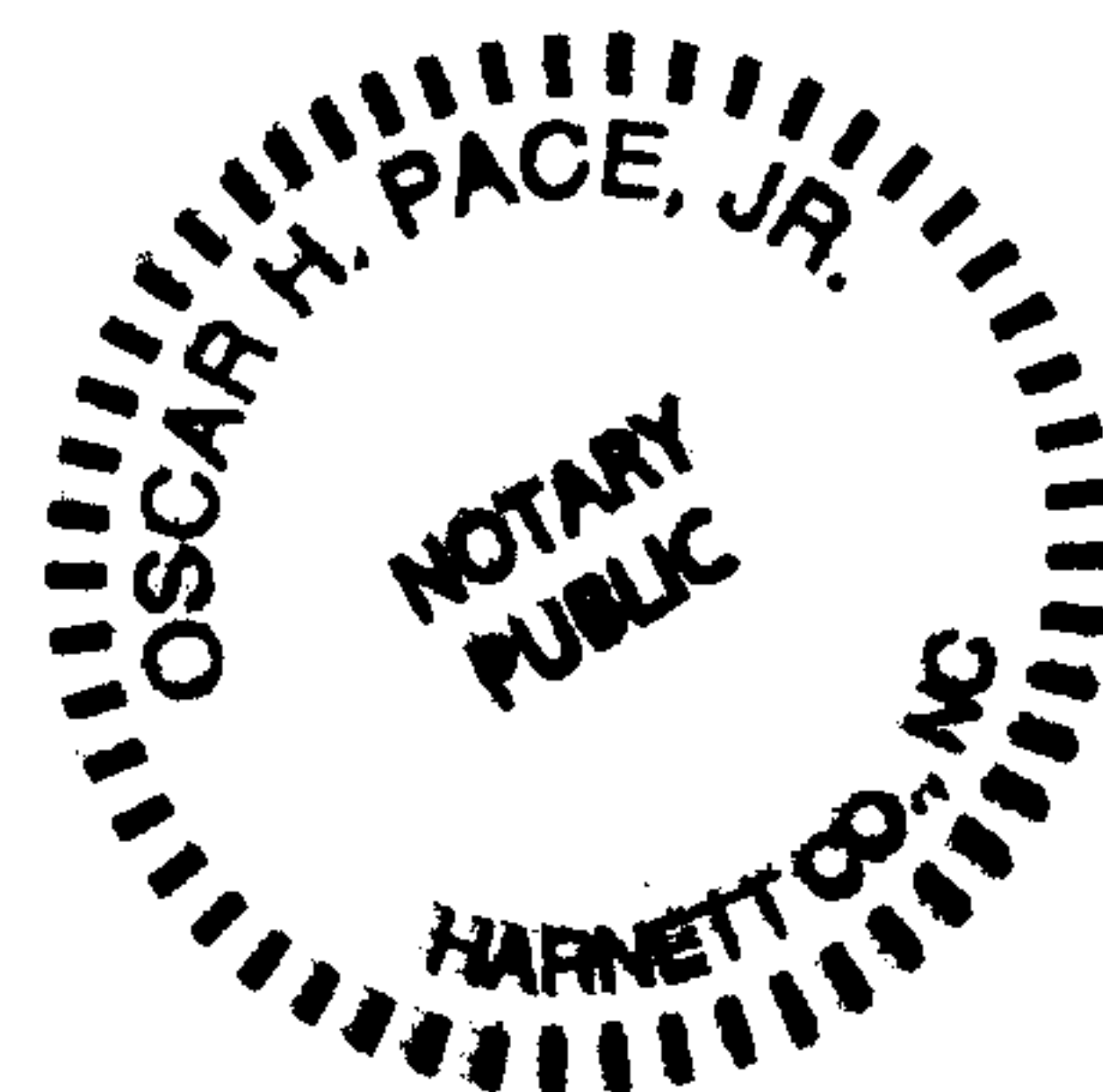
STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document(s) for the purposes stated therein and in the capacity indicated:

Name of Principals: *Larry Strother, Member of Woodshire Partners, LLC*

Date: 12/11/2012 [Signature]
Notary Public

My Comm. Expires: 6/3/2014
Oscar H. Pace, Jr.
Printed Name of Notary Public



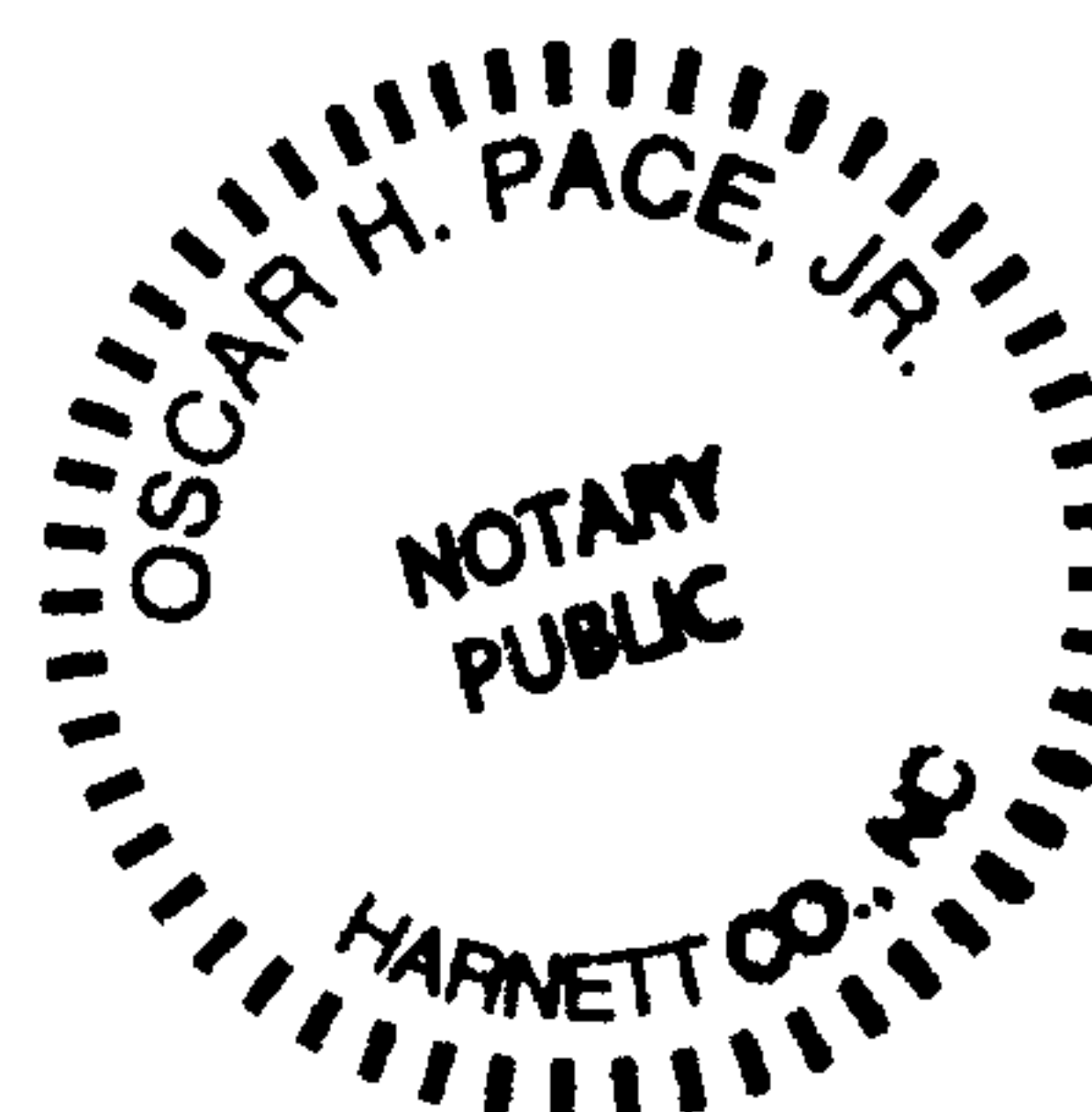
STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document(s) for the purposes stated therein and in the capacity indicated:

Name of Principals: *Andrea Brannon, Authorized Agent for Caviness Land Development, Inc.*

Date: 12/11/2012 
Notary Public

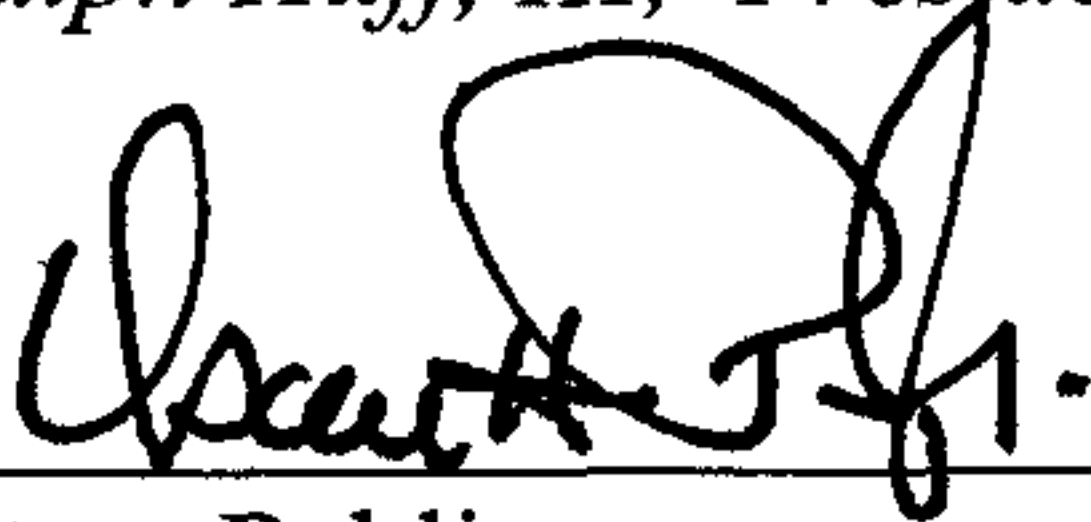
My Comm. Expires: 6/3/2014 Oscar H. Pace, Jr.
Printed Name of Notary Public



STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document(s) for the purposes stated therein and in the capacity indicated:

Name of Principals: *D. Ralph Huff, III, President of H & H Constructors, Inc.*

Date: 12/11/2012 
Notary Public

My Comm. Expires: 6/3/2014 Oscar H. Pace, Jr.
Printed Name of Notary Public

