

For Registration Kimberly S. Hargrove
Register of Deeds
Harnett County, NC
Electronically Recorded
2020 Oct 05 12:44 PM NC Rev Stamp: \$ 0.00
Book: 3877 Page: 101 - 104 Fee: \$ 26.00
Instrument Number: 2020017951

Prepared By and Return To:
Holden Reaves, Esq.
Reaves Law, PLLC
P.O. Box 53187
Fayetteville, NC 28305

**EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OAKMONT**

**THIS EIGHTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR OAKMONT** (this "Amendment") is
made and entered into by **Oakmont Development Partners LLC**, a Delaware limited
liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant previously executed that certain Declaration of Covenants,
Conditions and Restrictions for Oakmont which was recorded in Book 2947, Page 545, as
amended by First Amendment recorded in Book 3015, Page 183 (and re-recorded in
Book 3015, Page 771), as amended by Second Amendment in Book 3033, Page 527, as
amended by Third Amendment in Book 3123, Page 715, as amended by Fourth
Amendment in Book 3168, Page 100, as amended by Fifth Amendment in Book 3406,
Page 915, as amended by Sixth Amendment in Book 3491, Page 131, as amended by
Seventh Amendment in Book 3559, Page 415, all Harnett County, NC Registry
(collectively, the "Declaration");

WHEREAS, the Declaration applies to those certain residential lots and acreage
that comprise the Oakmont residential subdivision (the "Subdivision"), as more
particularly described in the Declaration;

WHEREAS, in Article II, Section (d) of the Declaration, Declarant reserved the
special declarant right to dedicate easements through the Subdivision, including the
Common Properties (which include the private roadways therein);

WHEREAS, in addition, Article X, Section 2 of the Declaration provides that Declarant shall have the right to unilaterally amend the Declaration in its reasonable discretion during the Period of Declarant Control (and the Subdivision remains within the Period of Declarant Control); and

WHEREAS, Declarant hereby amends the Declaration, *inter alia*, to memorialize the terms of an easement agreement that creates third party rights with respect to the Subdivision.

NOW, THEREFORE, pursuant to its rights as set forth in Article II, Section (d), Article X, Section 2, and as may be contained elsewhere in the Declaration; and in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration as follows:

1. The above recitals are hereby incorporated herein by reference;
2. Reference is hereby made to that certain Easement Agreement recorded in Book 3876, Page 893 (the "Easement Agreement"), whereby Declarant has created pedestrian and vehicular easement rights over the private roadways in the Subdivision in favor of that certain 91.40+/- acre parcel of land located to the east of the Property (said parcel identified as Tract T-2 on map recorded in Map Book 2005, Page 703 (the "Map"), and currently owned by Phillip V. Page and wife, Veve J. Page) (the "Page Land"). Said easement rights were granted in exchange for the termination of that certain 60' Access/ Utility Easement as shown on the Map.

Per the terms of the Easement Agreement, the owner(s) of the Page Land shall not be required to pay any assessment or fee to the Association to exercise the pedestrian and vehicular easement rights granted therein, on the condition that any future development of the Page Land does not exceed more than forty (40) residential units.

The terms of the Easement Agreement are incorporated herein by reference.

3. Except as specifically amended herein, the Declaration remains unchanged and in full force and effect, and Declarant, by its execution hereof, hereby ratifies, affirms and approves the Declaration, as specifically amended hereby. All capitalized terms that are not specifically defined herein shall have the meanings attributed to them in the Declaration. All recording references set forth herein shall refer to instruments recorded in the Harnett County, NC Registry.

**[Remainder of This Page Intentionally Left Blank;
Signature Page Attached Hereto]**

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date set forth in the below notary acknowledgment, which shall comprise the effective date hereof.

DECLARANT:

Oakmont Development Partners LLC

By: Ronald S. Huff

Print Name: Ronald S. Huff

Title: Member / Manager

STATE OF NORTH CAROLINA

COUNTY OF Cumberland

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: Ronald S. Huff, in his capacity as Member of Oakmont Development Partners LLC, a Delaware limited liability company. Notary

Date: 10-5-2020

Official Signature of Notary: [Signature]

Notary's Printed Name: Leonard H. Reaves

My commission expires: August 25, 2024 [Affix Notary Seal or Stamp]

My Commission Expires August 25, 2024

