

For Registration Matthew S. Willis
Register of Deeds
Harnett County, NC
Electronically Recorded
2021 Nov 19 08:38 AM NC Rev Stamp: \$ 0.00
Book: 4077 Page: 700 - 705 Fee: \$ 26.00
Instrument Number: 2021027308

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

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

[Annexation of Phase Two, Section Two]

**THIS NINTH 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").

McKee Homes LLC, a Delaware limited liability company ("McKee Homes")
and **H&H Constructors of Fayetteville, LLC**, a North Carolina limited liability
company ("H&H") join in the execution of this Amendment for the reasons set forth in
Section 3 below.

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, as amended by Eighth Amendment in
Book 3877, Page 101, 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, Article II(f) of the Declaration provides that Declarant may unilaterally annex additional property into the Subdivision;

WHEREAS, the Declarant has caused to be recorded a plat entitled "Oakmont Subdivision Survey, Phase Two, Section Two", said plat having been duly recorded in Map Book 2021, Pages 159 through 161, aforesaid Registry (the "New Phase");

WHEREAS, Declarant desires to annex all of the New Phase into the Subdivision and subject same to the terms of the Declaration; and

WHEREAS, Declarant hereby amends the Declaration, as follows:

NOW, THEREFORE, pursuant to its rights set forth in Article II(f), and as may be contained elsewhere within 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. The New Phase is hereby annexed into the Subdivision; and the New Phase shall be subject to all restrictions and obligations set forth in the Declaration, and shall also benefit from all easements and other rights set forth therein;
3. McKee Homes joins in the execution of this Amendment as the owner of Lots 61, 63, 64, 85, 86, 87, 88, 89, 122, 123, and 124 of the New Phase (together, and to also include any other lots that McKee may own in the New Phase that are not specifically enumerated, if any, the "McKee Lots"). McKee consents to the terms of this Amendment; and the McKee Lots are hereby likewise annexed into the Subdivision in accordance herewith.

H&H also joins in the execution of this Amendment as the owner of Lots 65-68, 73-76, 78-81, 117-121, 125-128, 171, 322-323, and 325-327 of the New Phase (together, and to also include any other lots that H&H may own in the New Phase that are not specifically enumerated, if any, the "H&H Lots"). H&H consents to the terms of this Amendment; and the H&H Lots are hereby likewise annexed into the Subdivision in accordance herewith;

4. 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.

**[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: 
Patrick J. McKee
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: Patrick J. McKee, in his capacity as Member/Manager of Oakmont Development Partners LLC, a Delaware limited liability company.

Date: Nov 9, 2021

Official Signature of Notary: 

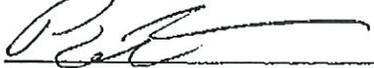
Notary's Printed Name: D'Andra Bennett

My commission expires: 8/20/2023 [Affix Notary Seal or Stamp]



CONSENTING PARTY:

McKee Homes LLC

By: 
Patrick J. McKee
Authorized Member

STATE OF NORTH CAROLINA

COUNTY OF Cumberland

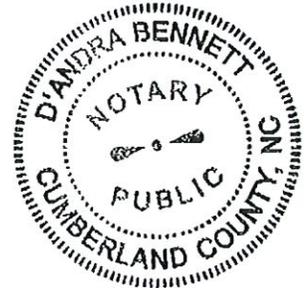
I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Patrick J. McKee, in his capacity as authorized Member of McKee Homes LLC, a Delaware limited liability company.

Date: Nov 9, 2021

Official Signature of Notary: 

Notary's Printed Name: D'Andra Bennett

My commission expires: 8/20/2023 [Affix Notary Seal or Stamp]



CONSENTING PARTY:

H&H Constructors of Fayetteville, LLC

By: Brian D. Walker

Print Name: Brian D. Walker

Title: Division President

STATE OF NORTH CAROLINA

COUNTY OF Cumberland

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Brian D. Walker, in his capacity as Division President of H&H Constructors of Fayetteville, LLC, a North Carolina limited liability company.

Date: 11-16-2021

Official Signature of Notary: Tamara L. Green

Notary's Printed Name: Tamara L. Green

My commission expires: 5-10-24 [Affix Notary Seal or Stamp]

