



FOR REGISTRATION REGISTER OF DEEDS  
KIMBERLY S. HARGROVE  
HARNETT COUNTY, NC  
2012 JUL 23 04:07:27 PM  
BK:3015 PG:183-191 FEE:\$26.00

INSTRUMENT # 2012011600

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

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

And;

**VOLUNTARY WITHDRAWAL OF IMPLIED STREET DEDICATION**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKMONT and VOLUNTARY WITHDRAWAL OF IMPLIED STREET DEDICATION (this "Amendment") is made and entered into as of the respective dates set forth in the below notary acknowledgment, with the latter of said dates to comprise the effective date hereof, by Oakmont Development Partners, LLC, a Delaware limited liability company (the "Declarant"); H&H Constructors, Inc., a North Carolina corporation ("H&H"); and McKee Homes LLC, a Delaware limited liability company.**

In addition, **M&JM Holdings LLC** (the "Development Lender"), beneficiary of that certain deed of trust from the Declarant recorded in Book 2881, Page 138, Harnett County, NC Registry, executes this Amendment to provide its consent to the substantive terms contained herein.

**WITNESSETH:**

WHEREAS, the Declarant previously executed that certain Declaration of Covenants, Conditions and Restrictions for Oakmont which was recorded in Book 2947, Page 545, Harnett County, NC Registry (the "Declaration");

WHEREAS, the Declaration applies to those certain residential lots (the "Lots")

and other acreage that comprise the first phase of the Oakmont residential subdivision, a plat of which is recorded in Map Book 2012, Pages 22-23 (the "Original Plat"), aforesaid Registry (the "Subdivision" or "Oakmont");

WHEREAS, the Declarant still owns all of the Lots and other acreage within the Subdivision, except for Lots 3, 5, 7, 9, 11, 13, 18, 22, 25, 26, and 27 (the "H&H Lots"), which are owned by H&H; and except for Lots 2, 4, 6, 8, 10, 12, 16, 17, 28, and 29 (together, the "McKee Lots"), which are owned by McKee Homes;

WHEREAS, the newly paved streets in the first phase of the Subdivision were offered for dedication on the Original Plat as public streets; and since the Subdivision remains in the early build-out stage, neither North Carolina Department of Transportation (the "DOT") nor Harnett County, as may be applicable, has accepted such streets for maintenance purposes;

WHEREAS, since the recordation of the Original Plat and the Declaration, the DOT and Harnett County have now agreed that the Subdivision may be developed as a "gated" residential community, where the streets would be private streets (instead of public streets);

WHEREAS, the Subdivision remains within the initial build-out stage, and no single-family home has yet been sold to any third-party homebuyers; and there are no Owners (as defined in the Declaration) or other interested parties who rely upon the Subdivision streets for ingress, egress, and regress purposes, other than the parties executing this Amendment;

WHEREAS, the Declarant desires to amend the Declaration to withdraw its offer of public dedication (with respect to the Subdivision streets), so as to allow Oakmont to be developed as a "gated" residential community (where all such streets would be private streets), and H&H and McKee Homes desire to provide their written consent to such amendment; and

WHEREAS, the Declarant additionally desires to make certain related and/ or other amendments to the Declaration, all as set forth below:

NOW, THEREFORE, pursuant to its rights set forth in Article II(m), 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, the Declarant hereby amends the Declaration (and H&H, as Owner of the H&H Lots; and McKee Homes, as Owner of the McKee Lots hereby provide their unanimous consent) as follows:

1. The above recitals are hereby incorporated herein by reference;

2. Declarant hereby withdraws its offer of public dedication with respect to the Subdivision streets, and hereby declares that all such streets shall be private streets to be owned by the Association as a Common Property of the Association.

It is noted that the DOT and Harnett County have expressly agreed to such withdrawal, so as to allow Oakmont to be developed as a gated community with private streets; and such agreement is evidenced by DOT and Harnett County signatures on that certain revised plat of the Subdivision recorded in conjunction with this Amendment, said revised plat having been recorded in Map Book 2012, Pages 427 to 428, aforesaid Registry (the "New Plat").

It is further noted that neither DOT nor Harnett County, as applicable, has accepted the Subdivision streets for maintenance purposes. Other than the parties executing this Amendment, there are no Owners or interested parties who rely upon the Subdivision streets for access purposes, since the streets are newly-paved, the Subdivision is brand new, and no single-family houses have yet been sold. There is no traffic within, or through, the Subdivision, other than construction-related traffic that is specific to the initial residential construction within the Subdivision. The only affected Owners are the Declarant, H&H, and McKee Homes, who are all parties to this Amendment.

3. The definition of "Common Properties" in Article I(b) is hereby modified to additionally include "all private streets in the Subdivision, as well as security gates and perimeter fencing having common benefit to the Owners therein";
4. Article VIII of the Declaration is hereby amended to add the following subsection (h) as follows:

"Appurtenant to each Lot is a non-exclusive easement over any Common Properties for necessary pedestrian and vehicular ingress and egress to and from any such Lot over the Common Properties, to and from a public street. The easement shall be over all private streets and walkways in the Subdivision, as well as any other common areas as are designated by the Declarant and/or the Association. Notwithstanding anything to the contrary in this Article VIII or elsewhere within the Declaration, such easement of pedestrian and vehicular ingress and egress shall be considered a right (and not merely a privilege), and neither Declarant nor the Association shall have any right to suspend such easement rights for non-payment of assessments/ fees or as disciplinary measure for violating any Association rules."

5. Article IX, Section 3 of the Declaration is hereby deleted in its entirety, and the following substituted therefore:

**“The initial annual assessment for Common Expenses is estimated not to exceed \$360.00 annually based on the calendar year. The initial start-up fee shall be \$75.00, which shall be collected upon the first Lot purchase closing (once such Lot is improved with a residence) and paid to the Association, for purposes of capitalizing its working capital fund. The annual assessment shall be paid in quarterly installment or as the Association may otherwise require. The Board of Directors shall have fiduciary discretion to increase or otherwise adjust the annual assessment as reasonably necessary. It is hereby declared that the Declarant and all builders shall be exempt for annual assessment and initial start-up fee requirement during the initial build-out of the OAKMONT subdivision.”**

6. As a technical correction, it is acknowledged that the Declarant entity is a “Delaware” limited liability company (it is noted that said entity was incorrectly referenced as a North Carolina entity in the Declaration);
7. Except as specifically amended herein, the Declaration remains unchanged and in full force and effect, and the Declarant, H&H, and McKee Homes, by their execution hereof, hereby ratify, affirm and approve 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.

**[Signature Page Attached Hereto]**

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the dates set forth in the respective notary acknowledgments, with the latter of said dates to comprise the effective date hereof.

DECLARANT:

Oakmont Development Partners, LLC

By: H&H Investments, Inc.,  
Member/Manager

By: [Signature]  
D. Ralph Huff, III  
President

By: [Signature]  
Patrick J. McKee  
Member/Manager

STATE OF NORTH CAROLINA  
COUNTY OF Cumberland

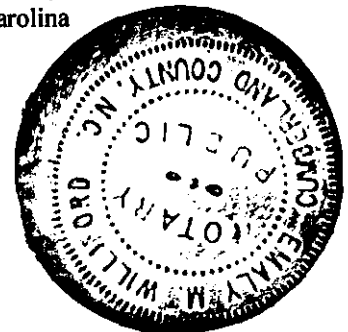
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: D. Ralph Huff III, as President of H&H Investments, Inc., a North Carolina corporation, said corporation being a member/ manager of Oakmont Development Partners, LLC, a North Carolina limited liability company.

Date: 7-23-14

Official Signature of Notary: [Signature]

Notary's Printed Name: Emily M. Williford

My commission expires: 2-19-16 [Affix Notary Seal or Stamp]



STATE OF NORTH CAROLINA  
COUNTY OF Cum-ber-land

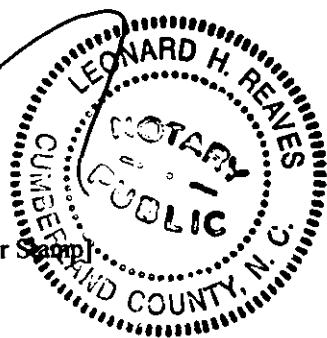
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Patrick J. McKee, as member/ manager of Oakmont Development Partners, LLC, a North Carolina limited liability company.

Date: 6-7-2014

Official Signature of Notary: [Signature]

Notary's Printed Name: Leonard H. Reaves

My commission expires: August 25, 2014 [Affix Notary Seal or Stamp]



OWNER OF H&H LOTS:

**H&H Constructors, Inc.**

By: \_\_\_\_\_

D. Ralph Huff, III  
Chief Executive Officer

**STATE OF NORTH CAROLINA**

**COUNTY OF \_\_\_\_\_**

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: D. Ralph Huff III, as Chief Executive Officer of **H&H Constructors, Inc.**, a North Carolina corporation.

Date: \_\_\_\_\_

Official Signature of Notary: \_\_\_\_\_

Notary's Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[Affix Notary Seal or Stamp]

OWNER OF MCKEE LOTS:

McKee Homes, LLC

By: *[Signature]*  
Manager

STATE OF NORTH CAROLINA

COUNTY OF Cumberland

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Patrick J. McKee, as Manager of McKee Homes, LLC, a North Carolina limited liability company.

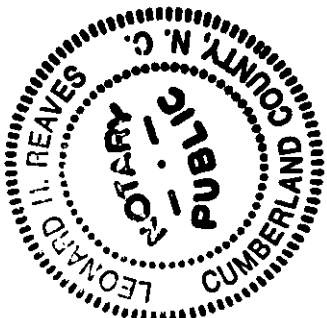
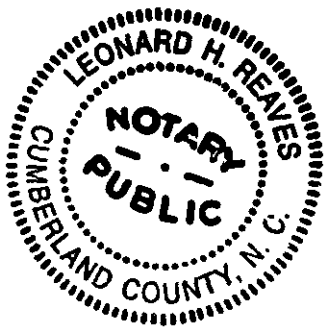
Date: 6-9-2016

Official Signature of Notary: *[Signature]*

Notary's Printed Name: Leonard H. Reaves

My commission expires: My Commission Expires August 25, 2017

[Affix Notary Seal or Stamp]



DEVELOPMENT LENDER:

**M&JM Holdings LLC**

By: \_\_\_\_\_



Manager, Michael McKee

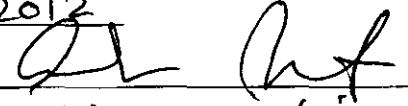
[It is noted that the Development Lender executes this Amendment to provide its consent to the substantive terms contained herein/ therein.]

STATE OF ~~NORTH CAROLINA~~ ILLINOIS

COUNTY OF COOK

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Michael McKee, as Manager of M&JM Holdings LLC, a Illinois limited liability company.

Date: June 08, 2012

Official Signature of Notary: 

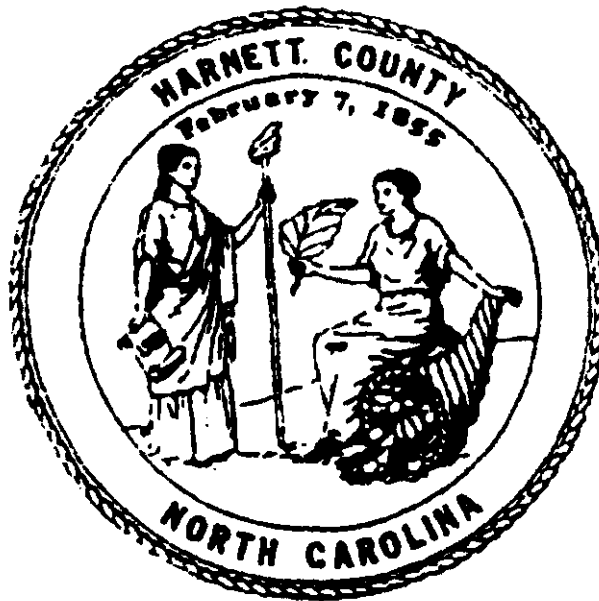
Notary's Printed Name: Angelica Martinez

My commission expires: 5/12/13

[Affix Notary Seal or Stamp]







KIMBERLY S. HARGROVE  
REGISTER OF DEEDS, HARNETT  
305 W CORNELIUS HARNETT BLVD  
SUITE 200  
LILLINGTON, NC 27546

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Filed For Registration: 07/23/2012 04:07:27 PM  
Book: RE 3015 Page: 183-191  
Document No.: 2012011600  
COVENANTS 9 PGS \$26.00  
Recorder: MARY ANNE WOOD

State of North Carolina, County of Harnett

KIMBERLY S. HARGROVE , REGISTER OF DEEDS

**DO NOT DISCARD**

2012011600