

For Registration Kimberly S. Hargrove
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Harnett County, NC
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Prepared By and Return To:
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P.O. Box 53187
Fayetteville, NC 28305

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

**THIS SIXTH 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, 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 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;**

WHEREAS, the Subdivision remains within the Period of Declarant Control; and

WHEREAS, Declarant hereby amends the Declaration, as follows:

NOW, THEREFORE, pursuant to its rights set forth in Article X, Section 2 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. Article IX, Section 3 of the Declaration shall be deleted in its entirety, and the following substituted therefore:

"The initial annual assessment for Common Expenses is \$360.00 based on the calendar year, which shall be billed once per year by the Association (with the applicable pro rata portion thereof to be collected for the year in which any Lot purchase occurs). The one-time initial start-up fee is \$200.00, which shall be collected in full at the first Lot purchase (once such Lot is improved with a residence) and paid to the Association, for purposes of capitalizing its working capital fund. The Board of Directors shall have fiduciary discretion to increase or otherwise adjust the annual assessment and the initial start-up fee as reasonably necessary. It is hereby declared that the Declarant and all builders shall be exempt from annual assessment and initial start-up fee requirement during the initial build-out of the OAKMONT Subdivision."
3. The effective date of this Amendment shall be July 1, 2017;
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.

[Signature Page Attached Hereto]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date set forth in the below notary acknowledgment.

DECLARANT:

Oakmont Development Partners 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 Oakmont Development Partners LLC, a Delaware limited liability company.

Date: 3-24-17

Official Signature of Notary: [Signature]

Notary's Printed Name: Julie Kieselburg

My commission expires: 9-7-2021 [Affix Notary Seal or Stamp]

