



Instrument #: 2023018808
Recorded: 11/08/2023 08:42:40 AM
Fee Amt: \$26.00 Page 1 of 2

Harnett County, North Carolina
Matthew S. Willis, Register of Deeds
BK **4213** PG **1863 - 1864 (2)**

Prepared by and mail to:
Currie Tee Howell, Attorney at Law
Adams, Howell, Sizemore & Adams, P.A.
728 N. Raleigh St. Suite B1
Angier, NC 27501
NO TITLE SEARCH

**AMENDMENT TO DECLARATIONS OF RESTRICTIVE COVENANTS FOR
KEMP HOLDINGS SUBDIVISION**

(HARNETT COUNTY BOOK 3894, PAGE 844; BOOK 3972, PAGE 999)

THIS AMENDMENT TO DECLARATION ("Amendment") is made this 20th day of October, 2023 by **Kemp Holdings, LLC (a North Carolina limited liability company)** ("Declarant");

WITNESSETH:

WHEREAS, on or about November 10, 2020, Declarant executed the Declaration of Protective Covenants for Kemp Holdings Subdivision providing for certain restrictive covenants for real property located in Harnett County, North Carolina, as more particularly described therein, which were recorded in Book 3894 at Page 844 of the Harnett County, Registry (the "**Declarations**") along with an Amendment to the same recorded on April 22, 2021 in Book 3972, Page 999, Harnett County Registry; and

WHEREAS, Article 15 of the Declarations provides that the Declarant reserves the absolute right to subject additional lots and properties to these said Declarations at any time in the future; and

NOW, THEREFORE, Declarant hereby declares that the Declarations are amended and that all Properties described in the Declarations shall be subject to this Amendment and shall be held, sold and conveyed subject to the following amendments to the Declarations, which

shall run with the title to the Properties and be binding on all parties having right, title or interest thereto and shall inure to the benefit of each owner thereof.

1. The preambles to this Amendment are incorporated herein by reference the same as if fully set forth herein.
2. That the following tracts of land are hereby added as part of the subject property governed by said Declarations:

BEING all of Lots 7, 8, 9, 10 & 11 as shown on that survey dated June 30, 2020 and entitled "Exempt Subdivision Plat for: Kemp Holdings, LLC", prepared by M.A.P.S. Surveying, Inc. and recorded in Plat Book 2020, Page 230, Harnett County Registry. See said plat reference for a more particular description of same by metes and bounds.

3. Except as amended by this Amendment, the Declarant reaffirms the remaining terms, provisions and conditions of the Declarations.

IN TESTIMONY WHEREOF, the Declarant as set out in the preamble above has hereunto set its hand and seal to this Amendment the 20th day of October, 2023.

KEMP HOLDINGS, LLC
(a North Carolina limited liability company)

By: [Signature]
William R. Kemp, Member-Manager

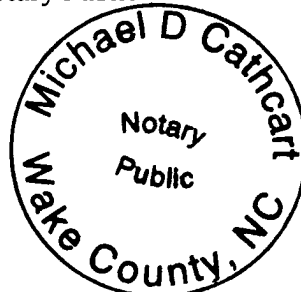
STATE OF NORTH CAROLINA
COUNTY OF HARNETT

I, Michael D Cathcart, a Notary Public, do hereby certify that **William R. Kemp** personally appeared before me this day and acknowledged that he is the member-manager of **Kemp Holdings, LLC (a limited liability company)** and executed the foregoing document on behalf of said limited liability company.

Witness my hand and notarial seal this 20 day of October, 2023.

[Signature]
Notary Public

My Commission Expires: 10/15/24
(SEAL)



FOR REGISTRATION
Kimberly S. Hargrove
REGISTER OF DEEDS
Harnett County, NC
2020 NOV 10 04:26:41 PM
BK:3894 PC:844-846
FE:\$26.00
INSTRUMENT # 2020020887
TWESTER



Prepared by and mail to:
Adams, Howell, Sizemore & Adams, P.A.
728 N. Raleigh St. Suite B1
Angier, NC 27501
NO TITLE SEARCH

NORTH CAROLINA
HARNETT COUNTY

**PROTECTIVE COVENANTS
FOR
KEMP HOLDINGS SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that **Kemp Holdings, LLC (a North Carolina limited liability company)** (hereinafter referred to as the DECLARANT) are the owners/ developers of the above named subdivision in Stewart’s Creek Township, Harnett County, North Carolina, which is more particularly described as follows:

BEING all of Lots 1, 2, 3, 4 & 5, as shown on that plat entitled “Exempt Subdivision Plat For: Kemp Holdings, LLC” as shown in Map Number 2020, Page 230, Harnett County Registry, and Lots 6A and 6B as shown on that plat entitled “Minor Subdivision Plat For: Kemp Holdings, LLC” as shown in Map Number 2020, Page 326, Harnett County Registry.

WHEREAS, DECLARANT intends to sell and convey the lots and parcels within the subdivision and, before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under the general plan or scheme of improvements for the benefit of all lots and parcels in the subdivision and for the benefit of the Owners and future Owners thereof.

NOW, THEREFORE, the DECLARANT declares that all of the lots and parcels in the subdivision are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration, all of which are declared by the DECLARANT, and agreed by DECLARANT’S successors in title, to be in furtherance of a plan of development established for the purpose of enhancing and protecting the value, desirability and attractiveness thereof.

The provisions of this Declaration are intended to create mutual and equitable servitudes upon each of said lots and parcels in favor of each and all other lots and parcels; to create reciprocal rights between their respective Owners of all such lots and parcels; to create privity of contract and estate between the Grantors of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all other such lots and parcels in the subdivision and their respective Owners, present and future. The provisions of this declaration are as follows:

(1) USES: No lot shall be used except for single family residential, Agricultural or Forestry purposes. No road shall be constructed on any lot in this subdivision connecting to any lot not within this subdivision. The owners may not reduce the size of any lots except in accordance with appropriate re-subdivision approval by Harnett County or other local governmental agency. In the event the lines and boundaries of any said lots

are revised or varied pursuant hereto, the location of the easements reserved herein and reserved as shown on the recorded map shall automatically change so as to be located along and with the property lines of the lots as revised.

(2) **BUILDING REQUIREMENTS**: No dwelling shall be permitted on any lot which has in the main structure less than 1,400 square feet of finished living area. Basements, porches, garages and storage area shall not be included when calculating finished living area. All materials used in the exterior construction of a dwelling shall be new building materials.

(3) **SETBACK REQUIREMENTS**: All dwellings must be constructed a minimum of 75 feet from Josey Williams Road. All other setbacks shall be per the "Minimum Building Setbacks" as set forth on the recorded map and per Harnett County.

(4) **IMPERMISSIBLE USES**: No singlewide or doublewide mobile homes and no on-frame modular homes of any nature shall be erected or placed on any lot in the subdivision under any circumstances. Travel trailers or other recreational vehicles may be parked behind the main dwelling on any lot, but such trailer or vehicle may not be used primarily as a residence, either permanently or temporarily.

(5) **OUTBUILDINGS, STORAGE BUILDINGS AND BARNES**: No outbuilding or storage building shall be erected upon any lot except those which are incidental to residential use or barns for farming equipment storage and/or housing allowed pets/animals as outlined in Section 7 hereinbelow.

(6) **NOXIOUS OR OFFENSIVE ACTIVITY**: No noxious or offensive activities shall be conducted or permitted to be conducted upon any lot nor shall anything be done or allowed to be done which may be or may become a nuisance or an annoyance to the neighborhood. No motor vehicles shall remain parked on any lot for more than 30 days which cannot move under its own power and/or components.

(7) **PETS/ANIMALS**: No dangerous animals of any kind shall be raised, bred or kept on any lot. No commercial swine breeding or raising are allowed. No commercial poultry houses are allowed. No commercial dog breeding or kennels are allowed. Horses may be maintained, stabled, boarded and ridden on lots. Each owner shall control their permitted pets and/or horses so they remain on such lot at all times and do not chase or molest wildlife or become a nuisance on another lot.

(8) **FENCES**: Fencing constructed within 100 feet from Josey Williams Road shall be made of wood, vinyl or high tensile material.

(9) **IMPERVIOUS SURFACE**: No lot shall be covered with in excess of the maximum impervious surface area allowed by Harnett County.

(10) **STORAGE RECEPTACLES**: No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within an outbuilding, or buried underground or screened so as not to be visible from the public street.

(11) **SATELLITE DISHES**: No large satellite discs or dishes shall be permitted on any lot. Any apparatus used in connection with any utility or utility service shall be screened and not exposed to public view. Small satellite discs shall be permitted if positioned so same is not affixed to the front of a dwelling or in front of the dwelling.

(12) **GARBAGE, REFUSE AND DEBRIS**: It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, unhealthy, or unkept condition on any lot. All lots shall be kept clean and free of garbage, junk, trash, debris, and any other substance which might contribute to a health hazard or the breeding and inhabitation of snakes, rats, insects, or other pests and vermin. Each lot owner shall provide receptacles for garbage in an area not generally visible from the public street, or provide underground garbage receptacles or similar facilities in accordance with reasonable standards.

(13) **DRIVEWAYS:** All lots must have a driveway constructed thereon, constructed of either small gravel, crush and run gravel, asphalt or concrete.

(14) **GRASS CUTTING AND LANDSCAPING:** During grass-growing season, yards adjacent to dwellings must be mowed at least 2 times per month (including mowing ditches and mowing to the paved street or road) and yards must be kept free and clear of unsightly weeds and vegetation.

(15) **ADDITIONAL PROPERTIES:** DECLARANT reserves the absolute right to subject additional lots and properties to these protective covenants at any time in the future.

(16) **ENFORCEMENT:** Any lot owner or combination of lot owners within the subdivision shall be entitled to damages or any other remedies from any person, firm or corporation violating or attempting to violate these covenants from which a court of law or equity will allow. If any covenant herein is declared void, then all other covenants contained herein shall remain in full force and effect.

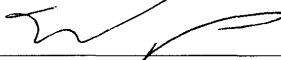
(17) **AMENDMENT AND DURATION:** These covenants may be amended from time to time by 80% of the owners within the subdivision and these covenants and any amendments adopted shall run with and be binding on all parties owning lots until December 31, 2050 at which time they will expire.

(18) **VARIANCES:** The DECLARANT, in its discretion, may allow reasonable variances and adjustments of these restrictions in order to alleviate practical difficulties and hardship in their enforcement and operation.

IN TESTIMONY WHEREOF, the parties set out in the preamble above have hereunto set their hands and seal these protective covenants, this 10th day of November, 2020.

DECLARANT:

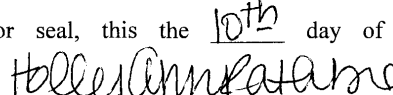
Kemp Holdings, LLC
(a North Carolina limited liability company)


(SEAL)
By: **William R. Kemp, Member-Manager**

STATE OF NORTH CAROLINA
COUNTY OF HARNETT

I, Holly Ann Rathbone, a Notary Public in and for said County and State, do hereby certify that William R. Kemp, Member/Manager of Kemp Holdings, LLC (a North Carolina Limited Liability Company), personally appeared before me this day and acknowledged the execution of the foregoing instrument and that being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official stamp or seal, this the 10th day of November, 2020.


Notary Public

My Commission Expires: 8/27/23

(NOTARY SEAL)

