

Prepared by and return to:  
Shelley K. Levine  
Hinson Faulk, PA  
309 Post Office Dr.  
Indian Trail, NC 28079

STATE OF NORTH CAROLINA

COUNTY OF GASTON

**SUPPLEMENT TO DECLARATION OF PROTECTIVE COVENANTS  
FOR KENDRICK FARM**

**THIS SUPPLEMENT TO DECLARATION** is made this 22 day of September, 2021, by Kendrick Farm Community Association, Inc. (hereinafter referred to as the "Association"), True Homes, LLC, a Delaware limited liability company (hereinafter referred to as "True"), and Dependable Development, Inc., a North Carolina corporation (hereinafter referred to as "Dependable").

**WITNESSETH:**

**WHEREAS**, Provident Development Group, Inc. ("Declarant") executed and recorded a Declaration of Protective Covenants for Kendrick Farm (as amended, modified, restated, and/or supplemented from time to time, the "Declaration") dated September 24, 2004 and recorded October 8, 2004, in Deed Book 4069 at Page 1009 in the Gaston County Public Registry (the "Registry"), which Declaration subjected the property described therein (the "Original Property") to certain covenants, conditions, easements, assessments and restrictions in furtherance of the construction thereon of a residential development named Kendrick Farm; and

**WHEREAS**, the members of the Association are the owners of all the individual residential Lots and the improvements thereon within the Kendrick Farm development, and the Association owns all the Common Property located on platted areas of the Original Property; and

**WHEREAS**, Declarant no longer owns any property within the Kendrick Farm development or the Original Property; and

**WHEREAS**, Dependable and True are the owners of a tract of land described on Exhibit A attached hereto (the “Dependable Property”), which property is a portion of the Original Property but has not been subdivided or platted into individual residential Lots or Common Property; and

**WHEREAS**, some dispute and uncertainty has arisen about whether the Dependable Property is or was intended to be included as part of the Original Property and is or was subjected to the terms of the Declaration and intended to be part of the Kendrick Farm development, as the Dependable Property has not heretofore been subdivided into residential lots; and

**WHEREAS**, as permitted under Section 4 of Article XIII of the Declaration, the Declaration may be amended by the affirmative vote of the Owners of at least two thirds (2/3) of the Lots; and

**WHEREAS**, Dependable, True and the Association, confirmed by affirmative vote of the Owners of at least two thirds (2/3) of the Lots, intend and desire to amend the Declaration to withdraw and remove the Dependable Property from the description of the Original Property subject to the Declaration and to provide that the Dependable Property shall be held, sold and conveyed free and clear of the terms of the Declaration after the date hereof.

**NOW, THEREFORE**, by the execution hereof, the Association, by this Supplemental Declaration and pursuant to Section 4 of Article XIII of the Declaration, and after an affirmative vote of the Owners of at least two thirds (2/3) of the Lots in accordance with the Declaration and the Bylaws, and joined by Dependable and True as the owners of the Dependable Property, does hereby withdraw and remove the Dependable Property described on Exhibit A, attached hereto and incorporated herein by reference, from the control and provisions of the Declaration. The Dependable Property shall be held, sold and conveyed free and clear of the terms of the Declaration after the date hereof, and any easements, restrictions, assessments, conditions or covenants contained in the Declaration are hereby voided, withdrawn and cancelled as to the Dependable Property.

All capitalized terms not defined herein shall have the meaning provided for in the Declaration. This Supplemental Declaration shall become effective upon the recording hereof in the Registry. If any provision hereof is in contradiction to a provision in the Declaration, this Amendment shall control.

IN WITNESS WHEREOF, the undersigned have hereby caused this instrument to be executed the date below.

KENDRICK FARM COMMUNITY ASSOCIATION,  
INC.  
*A North Carolina Non-Profit Corporation*

By: *Elizabeth D. Turneabe*  
Name: *Elizabeth D. Turneabe*  
Its: *President*

STATE OF NORTH CAROLINA

COUNTY OF *Mecklenburg*

I, *Carla M. Gaydos*, a Notary Public for the State  
aforesaid, do hereby certify that  
*Elizabeth D. Turneabe*, who is the  
*President* of KENDRICK FARM COMMUNITY  
ASSOCIATION, INC., a North Carolina non-profit corporation, personally appeared before me  
this day and acknowledged the due execution of the foregoing instrument for the purposes stated  
therein.

WITNESS my hand and notarial seal, this *11* day of *August*, 2021.

*Carla M. Gaydos*  
Notary Public

My Commission Expires: *May 19, 2023*

**CARLA M. GAYDOS  
NOTARY PUBLIC  
MECKLENBURG COUNTY  
NORTH CAROLINA  
MY COMMISSION EXPIRES 5/19/2023**

IN WITNESS WHEREOF, the undersigned have hereby caused this instrument to be executed the date below.

DEPENDABLE DEVELOPMENT, INC.  
*A North Carolina corporation*

By: *[Signature]*

Name: Johnathan m. mcall

Its: COO

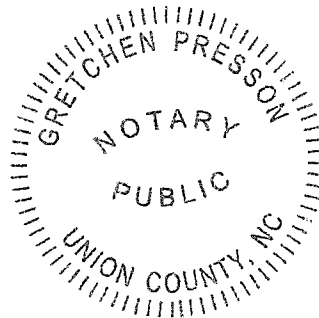
STATE OF NORTH CAROLINA  
COUNTY OF UNION

I, Gretchen Presson, a Notary Public for the State  
aforesaid, do hereby certify that  
Johnathan m. mcall, who is the  
COO of DEPENDABLE DEVELOPMENT, INC., a  
North Carolina corporation, personally appeared before me this day and acknowledged the due  
execution of the foregoing instrument for the purposes stated therein.

WITNESS my hand and notarial seal, this 21 day of September, 2021.

*[Signature]*  
Notary Public

My Commission Expires: 3-29-2025



IN WITNESS WHEREOF, the undersigned have hereby caused this instrument to be executed the date below.

TRUE HOMES, LLC  
A Delaware limited liability company

By: [Signature]  
Name: D. Hope Bergamini  
Its: Land Development Coordinator

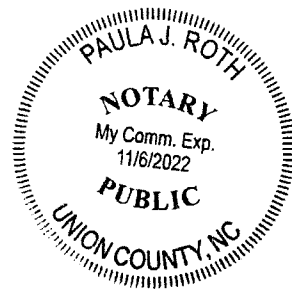
STATE OF NORTH CAROLINA  
COUNTY OF UNION

I, Paula J. Roth, a Notary Public for the State  
aforesaid, do hereby certify that  
D. Hope Bergamini, who is the  
Land Development Coordinator of TRUE HOMES, LLC, a Delaware limited  
liability company, personally appeared before me this day and acknowledged the due execution of  
the foregoing instrument for the purposes stated therein.

WITNESS my hand and notarial seal, this 22<sup>nd</sup> day of September, 2021.

Paula J. Roth  
Notary Public

My Commission Expires: 11-6-2022



## EXHIBIT A

### Description of Dependable Property to be Withdrawn

Those certain pieces, parcels or tracts of land located in Gaston County, North Carolina, more particularly described as follows:

Beginning at a point on the eastern right-of-way line of Lowland Dairy Road and running thence eleven (11) calls with said right-of-way as follows: 1) S19-12-09E 431.86' 2) with the arc of a circular curve to the right having a radius of 1830.00', arc length of 224.82 (chord: S15-40-59E 224.68). 3) with the arc of a circular curve to the right having a radius of 1830.00'; arc length of 138.94' (chord: S09-59-18E 138.91') 4) S07-48-49E 113.75' 5) S06-20-04E 200.38' 6) with the arc of a circular curve to the right having a radius of 3118.00', arc length of 355.27' (chord: S03-04-13E 355.08') 7) S00-11-38W 506.01' 8) S00-16-19W 265.88' 9) S00-56-35W 72.57' 10) with the arc of a circular curve to the right having a radius of 790.00'; arc length of 149.10' (chord: S06-21-00W 148.88') 11) with the arc of a circular curve to the right having a radius of 380.00'; arc length of 128.98' (chord: S22-20-59W 128.36') to a point. Thence N 74-37-32W 31.04' to a point in the centerline of Lowland Dairy Road. Thence with said centerline S43-40-21W 212.71' to a nail found in the centerline intersection of Stanley Creek Road and Lowland Dairy Road. Thence leave said road and following the centerline of Stanley Creek twenty-five (25) calls as follows: 1) N39-33-44W 59.37' 2) N07-41-57E 63.82' 3) N43-30-03W 70.05' 4) N23-50-03W 156.89' 5) N31-03-00W 131.55' 6) N02-32-03W 93.75' 7) N34-06-03W 286.55' 8) N20-09-03W 169.06' 9) N36-15-03W 94.37; 10) N14-15-03W 124.73' 11) N37-17-03W 66.33' 12) N27-15-03W 76.81' 13) N52-02-03W 158.96' 14) N82-24-03W 37.03' 15) S28-22-57W 63.64' 16) N61-36-03W 28.28' 17) N37-14-03W 129.36' 18) N60-38-03W 75.01' 19) S74-23-57W 186.43' 20) N59-07-03W 61.38' 21) N73.58-03W 213.88' 22) S88-33-57W 185.01' 23) N16-19-03W 36.77' 24) N15-42-57E 170.19' 25) N28-07-46W 93.08' to a point. Thence N22-04-50E 152.13' to an axle found (passing through an iron set at 25.00') thence N14-28-49E 322.52' to an angle iron found. Thence S61-14-55E 433.24' to a rebar found. Thence S61-15-02E 316.88' to a rebar found, thence S61-15-34E 190.32' to a rebar found. Thence N26-48-22E 340.01' to a rebar found (passing through a rebar found at 331.14). Thence N44-19-07E 339.96' to a rebar set (passing through irons at 102.10'; 213.18'; 284.33'; 324.12') thence N14-18-49E 248.00' (passing through irons at 102.02'; 221.05') thence N27-22-15E 82.51' to a rebar found. Thence N49-23-49E 96.17' (passing through a rail road spike found at 63.00') to a point. Thence N49-25-49E 31.27' to the point and place of beginning containing 46.806 acres as shown on a survey prepared by Yarbrough-Williams & Houle, Inc. dated: 1/21/02 and last revised on 10/04/07.

Parcel #: 213798