Doc ID: 003407370013 Type: CRP
Recorded: 03/04/2020 at 03:19:49 PM
Fee Amt: $26.00 Page 1 of 13
Granville County, NC
Kathy M. Taylor Reg of Deeds
BK 1766 PG 16-28

DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS, FOR GRESHAM POINTE

Return to: Gresham Pointe, LLC
c/o Lori A. Dutra
CURRIN & DUTRA, LLP
118 Main Street
Oxford, NC 27565

DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS, FOR GRESHAM POINTE

This Declaration of Covenants, Conditions, and Restrictions for Gresham Pointe is made as of the date on which it is recorded in the Registry (hereinafter defined) by **GRESHAM POINTE, LLC** a North Carolina limited liability company formerly known as Gresham Crossing, LLC ("Declarant").

PREAMBLE:

WHEREAS, Declarant is the owner of approximately 48.294 acres of land located in the Fishing Creek Township, Granville County, North Carolina, all or portions of which Declarant intends to develop into subdivision, to be known as GRESHAM POINTE (the "Subdivision"), containing approximately thirty-five single family residential lots.

WHEREAS, Declarant desires to provide for the enforcement of covenants and restrictions applicable to the Subdivision, and, to that end, desires to subject the Properties (hereinafter defined) to the covenants, conditions, and restrictions, set forth herein, each and all of which is and are for the benefit of the Properties and each Owner of any portion thereof.

NOW, THEREFORE, Declarant hereby declares that the real property identified in **EXHIBIT A** to this Declaration, and such additions thereto as may be hereafter made pursuant to the provisions of Article II hereof, is and shall be owned, held, transferred, sold, conveyed, mortgaged, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, each and all of which shall run with the real property and be binding on all Persons owning any right, title or interest therein or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit and be binding upon each Owner thereof.

ARTICLE I
DEFINITIONS

When used in this Declaration, the following terms shall have the meaning set forth below. Capitalized terms not specifically defined in this Article I shall have the meaning of such term as set forth in any other section of this Declaration.

Section 1. "Additional Property" shall mean and refer to all real property subjected to this Declaration, by any of the methods set forth in Article II hereof, after the initial recording of this Declaration.

Section 2. "Annexation Declaration" shall mean and refer to a document, by whatever name, that is recorded in the Registry for the purpose of subjecting Additional Property to this Declaration and causing such Additional Property to be subject to the scheme of covenants, conditions and restrictions contained in this Declaration, and including any additional covenants, conditions and restrictions contained in such Annexation Declaration.

Section 3. "Builder" shall mean and refer to WJH LLC a Delaware limited liability company, and any additional or other persons or entities designated by Declarant that purchase lots and build residences on lots in the subdivision.

Section 4. "County" shall mean and refer to the Granville County, a North Carolina county and body politic.

Section 5. "Code" shall mean and refer to the Code of Ordinances for County of Granville, North Carolina as it exists from time to time, and includes all duly adopted regulations, rules, directives, and policies of the County pursuant to or in furtherance of the Code.

Section 6. "Common Elements" shall mean and refer to the real property, together with any improvements thereon, owned by the Association, if any, whether in fee or easement, for the common benefit of the Owners of Lots within the Subdivision. Common Elements shall also include any streets dedicated to the public until the same are accepted for maintenance by the North Carolina Department of Transportation or a municipality. The Common Elements shall be maintained by the Association or its successors in interest unless dedicated to public use and accepted by a public agency, authority or utility as set forth herein.

Section 7. "Declarant" shall mean and refer to **GRESHAM POINTE LLC**, a North Carolina limited liability company. It shall also mean and refer to any Person to whom or which Declarant might assign or delegate all or any of the rights and obligations of Declarant by an assignment of Declarant's rights recorded in the Registry.

Section 8. "Declarant Control Period" shall mean and refer to the period of time during which the Declarant may amend this Declaration. The Declarant Control Period shall terminate upon the latest of the following to occur:

a) December 31, 2030; or
b) The date on which Declarant no longer has ownership of any Properties.

Notwithstanding any other provision of this Declaration, Declarant, in its sole discretion, and any time and from time to time and by written instrument signed by Declarant, may relinquish part, but not all, of its rights and/or obligations as Declarant under this Declaration, but such partial relinquishment shall result in relinquishment of only the rights and obligations set forth in such instrument and shall not be construed as a release of any rights or obligations not specifically set forth therein.

Section 9. "Declaration" shall mean and refer to this "Declaration of Covenants, Conditions and Restrictions for Gresham Pointe", and all amendments thereto and supplements thereof.

Section 10. "Dwelling" and "Dwelling Unit" shall mean and refer to any building or portion thereof within the Properties which is used or occupied, or intended for use or occupancy, as a residence by an individual or by one family unit, whether by the Owner thereof or by tenants or lessees of the Owner, and specifically including attached dwellings located on separate Lots. A Dwelling shall be deemed to constitute a Dwelling Unit upon issuance of a certificate of occupancy therefor.

Section 11. "Lot" shall mean and refer to any portion of the Properties with delineated boundary lines, as shown on a plat recorded in the Registry or as identified by metes and bounds description, that is intended for construction of a Dwelling Unit thereon, or on which a Dwelling has been constructed. A Lot shall become a "Lot" upon recording in the Registry of a plat creating such Lot. In the event that any Lot is increased or decreased in size by recombination or re-subdivision through the recording of a new plat, the newly-platted lot thereafter shall constitute a Lot.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more Persons, of fee simple title to any Lot, and shall include Declarant and Builder as to any Lot owned by either. The term "Owner" shall not include any Person who holds an interest in a Lot merely as security for the performance of an obligation or as a tenant.

Section 13. "Person" shall mean and refer to any natural person, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, Governmental Entity (including the County), or other entity.

Section 14. "Properties" shall mean and refer to the "Existing Property" described in Article II of this Declaration and any Additional Property annexed pursuant to said Article II.

Section 15. "Registry" shall mean and refer to the office of the Register of Deeds for Granville County, North Carolina (or any successor office under applicable law in which deeds, maps, plats, easements, mortgages and deeds of trust for the Properties are recorded). All references herein to recording or to any requirement to record a document, plat refer to recording in the Registry.

Section 16. "Special Declarant Rights" shall mean and refer to all rights granted to, or reserved by, or established for the benefit of Declarant in this Declaration, (whether or not such rights are referred to as Special Declarant Rights in such documents). Declarant may assign Special Declarant Rights, in whole or in part, temporarily or permanently, at any time and from time to time, subject to such terms and conditions as Declarant specifies in the assignment document. Except as specifically provided herein, any assignment of Special Declarant Rights must be in writing and recorded in the Registry, and the assignment becomes effective upon the recording of the document in the Registry or on any later date specified therein.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION; ADDITION OF PROPERTY

Section 1. Existing Property. The real property which, at the time of recording of this Declaration, is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, and which is within the jurisdiction of the Association, is described on **Exhibit A** attached hereto.

Section 2. Additions to Existing Property.

a) By Declarant. At any time during the Declarant Control Period, Declarant may subject Annexed Property to this Declaration, without approval of any Person other than the owner of the property to be annexed and by recording an

Annexation Declaration extending the operation and effect of this Declaration to such Annexed Property.

b) Annexation Declaration. Each Annexation Declaration shall be effective to subject Annexed Property to this Declaration only upon obtaining all required approvals and upon its recording in the Registry, and the effective date of such annexation shall be the date of recording. Each Annexation Declaration shall describe the Annexed Property and indicate that the Annexed Property is being subjected or annexed to this Declaration. An Annexation Declaration need not be in any specific form and need not be titled Annexation Declaration (for example, the required subjecting language may be contained in a deed from the Declarant conveying the Annexed Property), but it shall indicate clearly the intention to subject or annex such Annexed Property. Any Annexation Declaration may contain such use restrictions and such other terms, covenants, restrictions, and affirmative obligations applicable to such Annexed Property, not in conflict with this Declaration.

ARTICLE III
EASEMENTS

In addition to all other easements granted or reserved elsewhere in this Declaration, Declarant hereby grants and/or reserves the following easements.

Section 1. Access and Utility Easements. Easements for the installation and maintenance of driveway, walkway, water lines, sewer lines, natural gas lines, telephone, cable television, electric power transmission lines, storm water drainage facilities, and other public or quasi-public utility installations are reserved as shown on the recorded plats of the Properties. Within any such easement herein provided, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation or maintenance of the utilities installed thereon, or which may change the direction of flow or drainage of water through drainage pipes or channels constructed in such easements. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold Lot by the recording of appropriate instruments in the Registry, and such instruments shall not be construed to invalidate any of this Declaration.

Declarant reserves an easement in and right at any time in the future to grant a five-foot (5') right-of-way over, under and along the front, rear and (if applicable) side line of each Lot for the installation and maintenance of poles, lines, conduits, meters, sewer clean-outs, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities, including water, sanitary sewage service and storm drainage facilities.

An easement is also reserved for the benefit of the Declarant and its respective successors and assigns, over, across and under those portions of Properties shown and designated as "sign easement", "landscape easement", or "drainage easement", or any similar designation, and any combination of the foregoing on any recorded plat of the any portion of the Properties for the purpose of installing, operating, repairing and maintaining, as appropriate, landscaping, irrigation system, entrance signage, fencing and storm water control measures in the easement

area. No building, structure, fill, embankment, fence, driveway, planting, swing, or other obstruction shall be permitted in such area, other than those installed by the Declarant and, if required, by the County or controlling municipality.

Declarant grants to and reserves for the Declarant, its respective successors and assign, and to the County, an easement and right of ingress, egress and regress on, over and under the Properties to maintain and correct drainage or surface water runoff in order to maintain reasonable standards of health, safety and appearance. Except in recorded Tree Conservation Areas and in recorded Permanently Undisturbed Opens Space Areas, such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action that it deems reasonably necessary or appropriate. After such action has been completed, the Person taking such action shall grade and seed the affected property and restore the affected property to its original condition to the extent practicable, but shall not be required to replace any trees, bushes or shrubbery necessarily removed. The Person taking such action shall give reasonable notice of its intent to take such action to all affected Owners.

Section 2. Easement for Encroachments. In the event that any structure erected on a Lot encroaches upon any other Lot and such encroachment was not caused by the purposeful act or omission of the Owner of such Lot, then an easement appurtenant to such Lot shall exist for the continuance of such encroachment upon the other Lot for so long as such encroachment shall naturally exist. The foregoing shall not be construed so as to allow any extension or enlargement of any existing encroachment or to permit the rebuilding of the encroaching structure, if destroyed, in a manner so as to continue such encroachment, except such encroachment as was in existence as of the date of conveyance of the Lot to an Owner other than the Declarant.

Section 3. Easement for Support. Every Lot which contributes to the lateral and/or vertical support of any adjoining Lot shall be burdened with an easement of support for the benefit of such adjoining Lot.

Section 4. Easements for Governmental Access. An easement is hereby established over every Lot for the benefit of applicable governmental agencies for installing, removing, and reading water meters; maintaining and replacing water, sewer and drainage facilities; and acting for other purposes consistent with public safety and welfare, including, without limitation, law enforcement, fire protection, garbage collection, and the delivery of mail.

Section 5. Easements for Development. For so long as Declarant owns any real property within the Properties, Declarant reserves an easement over the Properties for the purpose of allowing Declarant, Builder, and Declarant's successors and assigns, to develop the Properties and construct improvements thereon.

Section 6. Roadways. Declarant has reserved for the benefit of, and grants to, all Lot Owners and the Association the non-exclusive right of ingress and egress on, over and across all public roadways (the "Roadways") located on or to be located on a portion of the Properties. Subject to the terms of a separate Subdivision Streets Disclosure Statement executed by the Declarant and recorded in the Granville County Registry, roadways shall be maintained, insured and repaired by the Association in accordance with this Declaration, and the requirements of the North Carolina Department of Transportation for state maintained streets, until the Roadways have been accepted by the applicable governmental authority for maintenance. The Declarant hereby reserves the right (but not the obligation), in its sole discretion, to annex additional

Roadways into the Subdivision. Notwithstanding the foregoing to the contrary, no part of the Roadways shall be dedicated or transferred to a unit of government without acceptance of the unit of government involved.

ARTICLE IV
USE RESTRICTIONS

Section 1. Land Use and Building Type. Except as specifically provided herein, Lots shall be used for residential purposes only. Except as permitted by the County or then controlling municipality, no trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except that the Declarant, Owners, real estate brokers and their agents may show Lots and homes for sale or lease. Notwithstanding the foregoing, the Declarant shall have the right to and may, in writing, permit another Person to: (I) use Lots and improvements erected thereon for sales offices, field construction offices, storage facilities, and other uses consistent with the development of the Subdivision and the sale and construction of homes therein; (ii) maintain spot-lighted model homes which may be open to the public for inspection seven days per week for such hours as the Declarant deems appropriate or necessary; and (iii) conduct any other activities on Lots to benefit development, sales and construction efforts.

Section 2. Building Setbacks. No Dwelling shall be erected or maintained on any Lot outside of the building envelope required by the Code. For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, carports and other similar projections shall be deemed to be part of the Dwelling only to the extent that the same are deemed to be part of the Dwelling under the Code as it exists as of the date of issuance of a certificate of occupancy for such Dwelling.

Section 3. Fences. Any fence or wall installed within the Subdivision must meet all requirements of the Code. Chain-link fences will not be permitted. Nothing in this paragraph shall be deemed to apply to or regulate any fence installed by the Declarant or any retaining walls made necessary by the slope or grade of any Lot.

Section 4. Temporary Structures. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.

Section 5. Parking; Driveways and Parking Pads; Abandoned Vehicles. Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e., garage, driveway, carport or parking pad. No unenclosed parking shall be constructed or maintained on any Lot except a paved driveway and an attached paved parking pad, which pad shall be designed for the parking of not more than two (2) vehicles.

No mobile house trailer (whether on or off wheels), recreational vehicle, trailer or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), tractor trailer trucks or cabs, or commercial vehicle of any kind shall be parked on any street or any Lot within the Subdivision. No boat, boat trailer, or any other trailer shall be parked on any street within the Subdivision. A boat, boat trailer, or other trailer may be parked

or kept on a Lot if it is parked or kept in the garage or approved out-building (and the door of the garage or out-building can close completely) or otherwise in such a manner that the boat and trailer are screened from the street, the Common Area, and other Lots.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot in such manner as to be seen from any other Lot or any street within the Subdivision, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot. Vehicles without current registration and inspection stickers are considered abandoned or inoperative.

Section 6. Animals. No animals, livestock or poultry of any kind shall be kept on any Lot, except that a reasonable number of cats, dogs, and other ordinary household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose and that they do not become a nuisance to the neighborhood. The Board has the right, in its sole and absolute discretion, to determine whether or not a particular animal is a nuisance and to require removal. No Person owning or having custody of a permitted animal shall allow the animal to stray or go upon another Owner's Lot without the consent of such other Owner. No animals shall be permitted on the Common Area at any time except as permitted by the rules and regulations of the Association or by applicable law. All animals shall be on a leash when outside the Owner's Dwelling. The owner of a permitted animal shall be responsible for removing and cleaning up any excrement deposited by such animal on any Lot or street right of way.

Section 7. Illegal Activity; Nuisances. No illegal, noxious or offensive trade or activity shall be carried on upon any Lot or the Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No vehicle repairs or maintenance shall be conducted within the Properties other than in a garage and concealed from public view. Outside clothes hanging devices are not permitted.

Section 8. Mailboxes. The U. S. Postal Service will require Declarant to install centralized kiosks for the delivery of mail. No Lot shall have a separate mailbox.

Section 9. Maintenance of Lot and Improvements; Construction. Each Owner shall keep his Lot, including, but not limited to, plantings, landscaping and lawns, in a neat and attractive condition and shall keep the improvements thereon in a suitable state of repair. All construction, landscaping or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The Owner of each Lot shall at all times keep public streets abutting his Lot free from any dirt, mud, garbage, trash or other debris resulting from construction on his Lot.

Section 10. Waiver of Violations. Declarant may, but shall not be obligated to, waive any violation of the designated and approved building setback lines on any Lot, provided that, no waiver may be granted for a violation in excess of 25% of the applicable requirements. No such waiver shall be effective unless the Lot and all structures thereon are in full compliance with the applicable provisions of the Code or a variance has been obtained for such violation. Waivers shall be effective upon recording of same in the Registry.

Section 11. Impervious Surface. Lots in the Subdivision may be subject to restrictions on the amount of total square footage of the Lot that may be covered by impervious surfaces, as established by the County and more specifically shown on the plats of the Subdivision recorded in the Registry. Such impervious requirement may limit an Owner from constructing new or expanding existing Dwellings, porches, patios and decks, parking pads and garages, and/or outbuildings.

Section 12. Wetlands. Portions of the Properties may have been determined to meet the requirements for designation as a regulatory wetland or riparian area. Notwithstanding anything to the contrary that may appear herein or in any amendment hereto, Annexation Declaration or Sub-Association Declaration, any subsequent fill or alteration of any portion of the Properties that has been determined to be a regulatory wetland or riparian area under applicable laws of the United States or the State of North Carolina shall conform to the requirements of applicable wetland or riparian area rules adopted by the United States or the State of North Carolina and in force at the time of the proposed alteration. The intent of this paragraph is to prevent additional wetland or riparian area fill or degradation as defined by the U.S. Army Corp of Engineers or other applicable governmental authority.

Section 13. Association. The Declarant has formed a homeowners association, the Gresham Pointe Homeowners Association, Inc., (herein "the Association") for the purpose of enforcing these protective covenants and to assess and collect from each homeowner that annual fee necessary to provide for common improvements, maintenance of roads; stormwater management and control, maintenance of any entrance sign, entrance landscaping, and street and sign lighting and for any other proper purpose allowed under the North Carolina Planned Community Act. Any owner of a lot or lots other than the Declarant or any builder as defined in Section 3 of Article I shall be assessed the annual fee for each lot owned, which if not paid when due shall become a lien against the lot or lots and shall be enforced in accordance with Chapter 47F North Carolina Planned Community Act of the North Carolina General Statutes. So long as the Declarant owns 25 per cent of the lots in the subdivision, the Declarant in its sole discretion shall set the dollar amount of the homeowner dues. Each homeowner in the subdivision shall be deemed a member of the association and shall be entitled to one vote for each lot owned at the annual meeting of the association. The first annual meeting of the association shall be held on a date to be fixed by the Declarant.

Prior to conveyance of the first lot under these covenants, the Declarant shall convey to the Association all common elements in the Subdivision, including the rights of ways for the roadways.

ARTICLE V
ARCHITECTURAL CONTROL

After occupancy of a Dwelling constructed on a Lot pursuant to a certificate of occupancy or other certificate issued by the appropriate governmental entity, no building, fence, sign (including unit identification signs), wall or other structure (including, without limitation, play or sports equipment, patios, decks, tree houses, parking pads, and sidewalks) shall be commenced, constructed, erected or maintained upon a Lot, nor shall any exterior addition to or change or alteration thereof be made, nor shall a building permit for such improvement or

change be applied for or obtained, (such construction and alteration are hereinafter referred to as the "Improvements") until plans and specifications showing the nature, kind, shape, heights, materials, color and location of same shall have been submitted to and approved in writing by the Declarant. If the Declarant fails to approve or disapprove such proposed Improvements within thirty (30) days after the plans and specifications have been received by it, approval will not be required, and this Article shall be deemed to have been complied with.

Declarant shall have the right (but not the obligation) to promulgate and from time to time amend written architectural standards and construction specifications (hereinafter the "Architectural Guidelines") which may establish, define and expressly limit the standards and specifications which will be approved, including, but not limited to, architectural style, exterior color finish, roofing material, siding material, driveway material, landscape design and construction technique. Declarant shall not approve any Improvements which it determines, in its sole discretion, not to be in harmony of external design, construction and/or location in relation to the surrounding structures, topography or the general plan of development of the Community.

Declarant may, at any time, delegate, in part or in whole, the review and approval authority contained in this Article to Builder, or to an Architectural Committee composed of three or more persons appointed by the Board. Declarant shall delegate such authority no later than the end of the Declarant Control Period. Nothing herein shall be construed to permit interference with the development of the Lots by the Declarant or construction of Dwellings and Improvements by Builder.

Notwithstanding any other provision of this Declaration, Declarant and Builder shall have and shall exercise the rights set forth herein as to a Lot at all times prior to issuance of a certificate of occupancy or other certificate issued by the County or appropriate governmental entity for the Dwelling constructed on a Lot. An Architectural Committee shall not have the right to overturn any decision of Declarant or Builder without the prior written consent of Declarant or, as the case may be by the Builder.

In the event any structure is commenced or constructed in violation of the provisions of this Article, in addition to any other remedy available for such breach including, without limitation, monetary fines for such violation, either Declarant may seek and obtain injunctive or other equitable relief to prevent construction and/or removal of such unapproved structure. The party prevailing in any action to enforce the provisions of this Article shall be entitled to recover from the non-prevailing party the costs of such action including, without limitation, court costs and attorneys' fees actually and reasonably incurred by the prevailing party.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Term; Amendment. The covenants and restrictions of this Declaration shall run and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or amended by a vote of eighty percent (80%) of the Owners.

This Declaration may be amended only in strict compliance with this Section, except that no Amendment altering or impairing Special Declarant Rights may be made without the written consent of the Declarant. For the purpose of this section, additions to existing property as provided in Section 2 of Article II hereof shall not constitute an "amendment".

Notwithstanding the foregoing, Declarant, for so long as it owns any Lot and without the consent or joinder of the Owners or other Person, may amend this Declaration during the Declarant Control Period, provided such amendment does not adversely affect the title to any Lot nor materially alter or change any Owner's right to the use and enjoyment of his Lot, nor revoke Builder's rights under Article V.

Amendments to this Declaration are valid from the later of the time of recording in the Registry or such later date specified in the amendment.

Section 2. Subdivision of Lots. No Lot within the Subdivision may be subdivided by sale or otherwise so as to increase the total number of Lots in the Subdivision, except with the consent of the Declarant during the Declarant Control Period, and thereafter, if required, by the County.

Section 3. Number and Gender. Whenever the context requires, the singular shall include the plural, and vice versa, and one gender shall include all.

Section 4. Captions. Captions are for the purpose of reference only and shall not be deemed to be in any manner interpretive of any provision of this Declaration.

Section 5. Severability. If any provision of this Declaration is held by a court of competent jurisdiction to be invalid or void, such provision shall be deemed severable from the remaining provisions of this Declaration and shall not be deemed to nullify or affect any other provision hereof. If any such provision is deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

If any item, term or provision contained in this Declaration is in conflict with any applicable federal, state or local law, this Declaration shall be affected only as to its application to such item, term or provision, and shall in all other respects remain in full force and effect.

Section 6. Declarant / Builder. Nothing contained in this Declaration shall be construed to permit interference with the development of the Lots by Declarant and construction of Dwellings and Improvements by Declarant or by Builder so long as said development and construction follow the general plan of development previously approved by the County or governing municipality. The restrictions contained herein shall not be deemed to apply to any sales office, signs, landscaping construction trailer, model home, or other temporary or permanent improvement installed by or with the approval of Declarant.

Section 7. Properties Are Subject to Code. The Properties, this Declaration and the other Governing Documents are subject to the ordinances, regulations, and rules of the County, and shall be construed in accordance with all of the applicable provisions of the Code, whether or not such Code provisions are specifically referenced in this Declaration. There may be certain provisions of the Code that apply to all of the Properties and certain provisions of the Code that

apply only to certain portions of the Properties (for example, provisions of the Code relating to private streets apply only to those portions of the Properties that contain private streets). It shall be the responsibility of the Association and each Owner of each portion of the Properties to comply with all provisions of the Code applicable to such portion of the Properties, whether or not any approval, disapproval, waiver or variance of the terms of this Declaration with respect to such portion of the Properties has been given by the Declarant or its authorized agent, the Board, any committee of the Board, or any other Person who has the authority to give such approval, disapproval, waiver or variance.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by its name duly authorized Manager, as of the latest date set forth in the notary acknowledgment below.

DECLARANT:

GRESHAM POINTE, LLC, a North Carolina limited liability company

By: Steven D. Hayes
Name: Steven D. Hayes
Title: Member/Manager

STATE OF NORTH CAROLINA -- COUNTY OF Granville

I Lisa J. Newton a Notary Public of the County and State aforesaid certify that Steven D. Hayes, member/manager of Gresham Pointe, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged to me that he signed the foregoing document for the purposes stated therein and in the capacity indicated.

Member/Manager of Gresham Pointe, LLC

Date: Feb. 27, 2020

(Notary Stamp or Seal)

Lisa J. Newton
Notary Public
Granville County
North Carolina

Lisa J. Newton
Notary Public
Printed Name: Lisa J. Newton

My commission expires: 9-24-24

EXHIBIT A

Lying and being in the Fishing Creek Township, Granville County, North Carolina, and being more particularly described as follows:

All that certain 48.294 acre tract as shown on plat and survey prepared by Stancil & Associates, Professional Land Surveyor, P.A., dated September 18, 2007, titled "Boundary Survey for SLH Partners, LLC," and recorded in Plat Book 36, Page 10, Granville County Registry, to which reference is made for a more particular description.