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Fee Amt: \$35.00 Page 1 of 8
Granville County, NC
Kathryn Crews Averett Reg of Deeds
BK 1187 PG 671-678

Prepared by and return to: Wayne Bailey, 6604 Six Forks Rd., Ste 104, Raleigh, NC 27615

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE PRESERVE AT SMITH CREEK PHASE 2**

THIS DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS, made this the 27th day of December, 2006, by GARNER ROAD
ASSOCIATES, LLC, a North Carolina Limited Liability Company, herein called Declarant;

WITNESSETH:

THAT WHEREAS, Declarant is the Owner of certain real property herein described and
desires to subject said real property to certain restrictive covenants hereinafter set forth, and does
hereby declare that the real property hereinafter described is and shall be held, transferred, sold
and conveyed subject to the Covenants and Conditions hereinafter set out.

**ARTICLE I
DEFINITIONS**

Section 1. "Declarant" shall mean and refer to Garner Road Associates, LLC, its
successors and/or assigns.

Section 2. "Home" shall mean and refer to a dwelling or place of residence constructed
upon a lot within the property.

Section 3. "Lot" shall mean and refer to Lots 30 through 63 as shown on the recorded
subdivision map entitled "The Preserve at Smith Creek Phase 2" as recorded in Plat Book 34,
Page 167, Granville County Registry.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more
persons or entities, of a fee simple title to any Lot which is a part of the properties, including

contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Person" shall mean and refer to any individual, Corporation, Partnership, Association, Trustee or other legal entity.

Section 6. "Property" or "Properties" shall mean and refer to that certain real property on plat and survey of Lots 30 through 63, The Preserve at Smith Creek Subdivision Phase 2, as it is developed by Declarant and surveyed, platted and described in Plat Book 34, Page 167, Granville County Registry.

Section 7. "Association" shall mean and refer to The Preserve Homeowners Association, (hereinafter referred to as "PHOA"), a North Carolina non-profit corporation, its successors and assigns.

Section 8. "Common Expenses" shall mean and include all sums lawfully assessed by the Association against its members which expenses are required by the Declaration or Bylaws which the Association adopts as it deems appropriate or is required to adopt. Those expenses whose adoption is required are (a) Expenses for maintenance of homes as described in Article III, Section 6, (b) Expenses of a administration, maintenance repair or replacement of entrance areas and easements as described in Article III, Section 16 (c) Expenses and maintenance which are required to maintain any other common areas assigned to the Association by the Declarant, (d) Upon assignment or conveyance, upkeep of Community Center or improvements on Lot 29.

Section 9. "Common Areas" shall mean and include any entrance, landscape or drainage easements as depicted in Plat Book 32, Page 124 and Plat Book 34, Page 167, Granville County Registry and any portion of Lot 29 as depicted in said Plat Book that may be conveyed or assigned to the Association by the Declarants. Common areas shall include future landscape and drainage easements on other land areas that are developed into lots and conveyed or assigned to the Association by the Declarant provided however, that the lot owners from the new developed land areas be required to be members of the Association.

ARTICLE II PROPERTY RIGHTS

Section 1. Every Owner shall have the right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a) The right of the Declarant Association or Assign to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- b) The right of the Declarant Association or Assign to deny the use of any recreational facility by an Owner for any period during which any assessment against his/her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- c) The right of the Declarant Association or Assign to dedicate or transfer all or any part of the

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Common Areas to any public agency, the "Association" authority, or utility for the reason of the Management and all responsibilities of the recreational facilities;

d) The right of the Declarant or Assign to formulate, publish and enforce rules and regulations as hereinafter set forth;

e) All easements and parking rights hereinafter defined.

Section 2. Any Owner may delegate, in accordance with the Bylaws, his/her right of enjoyment to the Common Areas and facilities to the members of his/her family who reside on the property.

ARTICLE III BUILDING AND USE RESTRICTIONS

Section 1. All lots shall be used for single family residential purposes only. Any other uses shall be approved by the Declarant.

Section 2. No home (or other structure permitted by these restriction) shall be erected, altered, or placed on any Lot herein conveyed until the plans and specification, site plans, exterior paint colors, and landscaping for such have been submitted to and approved in writing by Wayne Bailey or other individual specifically assigned by the Declarants. All mail boxes and posts shall be approved by Declarant. Any fence construction or modification must be approved by the Declarant or Assignee. Any outbuilding or detached garage construction or modification must be approved by the Declarant or Assignee. Such approval shall not be unreasonably withheld and is for the purpose of maintaining architectural continuity in the interest of the orderly development of the subdivision. Failure of the said Declarant or Assignee to accept the submitted plans within thirty (30) days after submission in writing shall constitute a rejection of said plans.

Section 3. Outbuildings shall be confined to the rear of the lot, shall not be of metal construction, and shall be harmonious with the home as to the exterior siding color and roof color. If water wells are located on the front of the lot, well houses of suitable approved materials shall be constructed with an exterior in conformity to the home on the lot. All driveways shall be constructed to the North Carolina Department of Transportation specifications. All homes shall have paved driveways.

Section 4. All homes must be stick built onsite. No single, double or triple wide mobile homes or modular homes of any kind shall be parked or placed on any lot except a modular home to be used as a temporary new home sales office may be permitted. A recreational type trailer or camper may be stored on the rear of the property if it is screened from public view, but cannot be used as a residence.

Section 5. No more than two (2) animals of a large species shall be allowed on any lot. No animal shall be allowed to roam and all animals shall at all times be appropriately penned. No animals, livestock or poultry of any kind shall be raised or bred on the herein conveyed lots, except that dogs, cats or any other household pets may be kept on any lot so long as sanitary condition are maintained and they are not kept, bred or maintained for any commercial purpose.

All pets shall be kept in compliance with the Granville County animal control laws. Pets shall be kept so that they shall not be a nuisance, danger or annoyance to other Lot Owners.

Section 6. Each Owner shall maintain all homes, buildings and other improvements in a neat and pleasing manner and shall keep the lot free and clear of all tall grass and unsightly undergrowth, dead trees, bushes, trash and rubbish. Failure of the Owner to remedy any unsightly or unsanitary condition will result in the PHOA making all necessary repairs. The Owner shall reimburse the PHOA for all expenses resulting from the repairs. All garbage shall be stored in receptacles that are picked up and disposed of weekly. Receptacles shall be out of site from the road right of way, and screened. All large propane, oil and other storage tanks shall be located underground, except that any tanks with a 125 gallon or less capacity may be above ground but shall be screened from street view.

Section 7. No part of the lots herein conveyed shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 8. No water supply system for human consumption or sewage disposal system shall be permitted on any lot herein conveyed unless the location, construction and design are in full compliance with requirements, standards and recommendations of the Granville County Health Department and North Carolina State Board of Health.

Section 9. No trade, business or commercial activity of any kind, and no noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood except that offices and business activities as permitted in a residential area by the Granville County Zoning code shall be allowed.

Section 10. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the lot for sale or rent, or signs used by the builder to advertise the lot during the construction and sales period. This restriction shall not apply to the subdivision entrance signs located on any sign easement or right of way and for signs pertaining to Association business.

Section 11. No loud, prolonged, repetitive or obnoxious or offensive noises or activities shall be allowed on any lots. Further, no discharge of firearms shall be allowed within the subdivision at any time.

Section 12. No further subdivision of the lots as depicted on the subdivision plats referenced herein shall be allowed unless approved by the Declarant. Only one home per lot shall be allowed. Further, nothing shall be done on any lot which shall become an annoyance or nuisance to adjoining property Owners in the subdivision.

Section 13. Any damage to any subdivision road that is the result of negligence or willful act of an Owner or his family, agent, servant, or employee, prior to the road maintenance

being assumed by the NCDOT, shall be sole responsibility of said Lot Owner. Said Lot Owner shall repair the same at his own expense within a reasonable time, but not to exceed 30 days after written notice of such damages. Failure of the lot owner to repair street damage within the stated 30 days will result in the Declarant or Assignee making all necessary repairs. The lot owner shall reimburse the Declarant or Assignee for all expenses resulting from the repairs

Section 14. There shall not be granted across any lot any easements or right-of-ways for ingress, egress or regress to any other adjacent tract or parcel of land without written permission Declarant.

Section 15. All utility lines extending from the public road to the dwelling site shall be underground utilities.

Section 16. The landscape easements depicted on Lots 1 and 29, Plat Book 32, Page 124, the entrance traffic island, and any other easements depicted on the recorded plat shall be maintained by the PHOA upon assignment by the Declarant.

Section 17. Lot 29 shall be excluded from these covenants and from assessments, including annual, special or otherwise.

ARTICLE IV EASEMENTS

The following portions of the subject lots shall be subject to the following easements or rights of way:

Section 1. A strip or parcel of land five (5) feet in width, beginning at the outer edge of the road right of way, extending into the lot along the entire road frontage of each lot, and along each side line, and ten (10) feet along the rear line of each lot shall be reserved by the Declarant for the purpose of installing and maintaining utilities and the granting of utility easements related thereto unless such reservation shall be waived by the Declarant.

Section 2. The Declarant reserves the right to subject the property in the subdivision to a contract with Wake Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Wake Electric Membership Corporation or to the Association by the individual lot owners.

ARTICLE V HOMEOWNERS ASSOCIATION AND COVENANT FOR MAINTENANCE AND ASSESSMENT

Section 1. The Owners of the lots in The PRESERVE at SMITH CREEK Phase 2 as shown in Book 34, Page 167, Granville County shall be members of the Association. Membership in the Association is mandatory for each lot buyer and successive buyers and each

lot owner shall have one vote per lot owned. The Association shall be formed at the time of the assignment of the common areas to the Association by the Declarant.

Section 2. After assignment by the Declarant, the PHOA shall be vested with the powers to a) perform upkeep maintenance and repair of the entrance area, b) to maintain and manage other common areas assigned by the Declarant, c) to collect dues for expenses as defined in Article I, Section 8, d) to elect a minimum of five officers, e) to establish an annual meeting date for the election of officers, f) to inform all members in writing 10 days prior to the meeting, g) to establish such Bylaws as may be necessary to conduct the business of the Association and promote the health, safety, and well-being of the members.

Section 3. Creation of the Lien and Personal Obligation of Assessments: The Owner of each lot by the acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Declarant or, when assigned, to the Association:

1. Annual assessments or charges.
2. Special assessments for capital improvements, such assessments to be established by the Association and collected as hereinafter provided.

Section 4. The annual and special assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the lot and shall be a continuing lien upon the property against which each assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the owner of such property at the time when the assessment is due.

Section 5. The purpose of any assessments levied shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the common Areas, the enforcement of these covenants and rules of the Association and the provision of services and facilities for purposes of and related to the Common Areas.

Section 6. The initial Annual assessment shall be \$150.00. After the formation of the Association, the annual assessment shall be determined by a two-thirds (2/3) vote of the PHOA officers.

Section 7. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Board of Directors.

Section 8. Uniform Rate of Assessment: Both annual and special assessments must be

fixed at a uniform rate for all lots and may be collected on a monthly basis. However, if sub-classes of membership are created by the PHOA officers, such assessment shall be fixed at uniform rates for all lots within any sub-class. Assessments may differ between areas having different sub-classes or membership. Assessments with respect to a sub-class membership shall be determined by the cost to the Association, experienced or reasonable anticipated, of carrying out the purposes of assessments. As applied to the sub-classes of membership. Provided however, that the assessment for lots owned by the Declarant or its immediate grantee, for which a Certificate of Occupancy has not been issued by the appropriate government authority, may be a lesser amount as fixed by the PHOA officers of the Association, but shall not be less than thirty (30%) percent of the regular assessments for such lots.

Section 9. Date of Commencement of Annual Assessments: The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Areas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific lot have been paid. The properly executed certificate of the Association as to the statement of assessment on a lot is binding upon the Association as of date of its issuance.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of prime plus one and one-half (1 ½%) percent per annum. The Association may bring an action against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability of the assessments provided.

Section 11. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinated to a lien of any first mortgage. However, the sale or transfer of a lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien upon such sale or transfer. However, no such sale or transfer shall relieve such lot from liability for any lien for assessments thereafter becoming due.

ARTICLE VI GENERAL PROVISIONS

Section 1. These restrictions and conditions are covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of this instrument and cannot be altered or changed prior to that date without the written approval of the Declarant, or 80% of the lot owners of all phases in the subdivision once the Declarant no longer owns lots in the subdivision. Any amendments must be recorded. After the completion of the initial 30 year period, said covenants shall be automatically extended for successive periods of ten years, unless by vote of 80% of the then owners of the lots in the

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entire subdivision, it is agreed to change said covenants in whole or in part.

Section 2. Enforcement. The Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these provisions shall not affect any other provisions herein which shall remain in full force and effect.

This the 27th day of December, 2006.

GARNER ROAD ASSOCIATES, LLC

(SEAL)

R. Wayne Bailey
R. Wayne Bailey, a Manager

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, MARILYN K. WILLIAMS, a Notary Public for said County and State, do hereby certify that R. Wayne Bailey, a Manager of Garner Road Associates, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and notarial seal, this the 27 day of DECEMBER, 2006

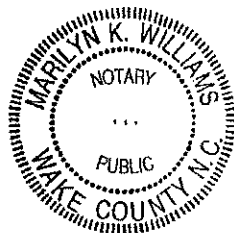
(SEAL)

Marilyn K. Williams

Notary Public

My Commission Expires 1-26-09

MARILYN K. WILLIAMS



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FILED
GRANVILLE COUNTY
10/17/2005 10:24 AM
KATHRYN CREWS AVERETT
Register Of Deeds

Prepared by and return to: Wayne Bailey, 6604 Six Forks Rd., Ste 104, Raleigh, NC 27615

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE PRESERVE AT SMITH CREEK**

THIS DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS, made this the 14 th day of October, 2005, by GARNER ROAD
ASSOCIATES, LLC, a North Carolina Limited Liability Company, herein called Declarant;

WITNESSETH:

THAT WHEREAS, Declarant is the Owner of certain real property herein described and
desires to subject said real property to certain restrictive covenants hereinafter set forth, and does
hereby declare that the real property hereinafter described is and shall be held, transferred, sold
and conveyed subject to the Covenants and Conditions hereinafter set out.

**ARTICLE I
DEFINITIONS**

Section 1. "Declarant" shall mean and refer to Garner Road Associates, LLC, its
successors and/or assigns.

Section 2. "Home" shall mean and refer to a dwelling or place of residence constructed
upon a lot within the property.

Section 3. "Lot" shall mean and refer to Lots 1 through 28 as shown on the recorded
subdivision map entitled "The Preserve at Smith Creek" as recorded in Plat Book 32, Page
124, Granville County Registry. Lot 29 is specifically excluded.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more
persons or entities, of a fee simple title to any Lot which is a part of the properties, including

10/18/05 recorded to: ✓

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contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Person" shall mean and refer to any individual, Corporation, Partnership, Association, Trustee or other legal entity.

Section 6. "Property" or "Properties" shall mean and refer to that certain real property on plat and survey of Lots 1 through 28, The Preserve at Smith Creek subdivision, as it is developed by Declarant and surveyed, platted and described in Plat Book 32, Page 124, Granville County Registry. Lot 29 is specifically excluded.

Section 7. "Association" shall mean and refer to The Preserve Homeowners Association, (hereinafter referred to as "PHOA"), a North Carolina non-profit corporation, its successors and assigns.

Section 8. "Common Expenses" shall mean and include all sums lawfully assessed by the Association against its members which expenses are required by the Declaration or Bylaws which the Association adopts as it deems appropriate or is required to adopt. Those expenses whose adoption is required are (a) Expenses for maintenance of homes as described in Article III, Section 6, (b) Expenses of a administration, maintenance repair or replacement of entrance areas and easements as described in Article III, Section 16 (c) Expenses and maintenance which are required to maintain any other common areas assigned to the Association by the Declarant, (d) Upon assignment or conveyance, upkeep of Community Center or improvements on Lot 29.

Section 9. "Common Areas" shall mean and include any entrance, landscape or drainage easements as depicted in Plat Book 32, Page 124, Granville County Registry and any portion of Lot 29 as depicted in said Plat Book that may be conveyed or assigned to the Association by the Declarants. Common areas shall include future landscape and drainage easements on other land areas that are developed into lots and conveyed or assigned to the Association by the Declarant provided however, that the lot owners from the new developed land areas be required to be members of the Association.

ARTICLE II PROPERTY RIGHTS

Section 1. Every Owner shall have the right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a) The right of the Declarant Association or Assign to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- b) The right of the Declarant Association or Assign to charge reasonable admission and other fees for the use of any recreational facility by an Owner for any period during which any assessment against his/her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction or its published rules and regulations;

- c) The right of the Declarant Association or Assign to dedicate or transfer all or any part of the Common Areas to any public agency, the "Association" authority, or utility for the reason of the Management and all responsibilities of the recreational facilities;
- d) The right of the Declarant or Assign to formulate, publish and enforce rules and regulations as hereinafter set forth;
- e) All easements and parking rights hereinafter defined.

Section 2. Any Owner may delegate, in accordance with the Bylaws, his/her right of enjoyment to the Common Areas and facilities to the members of his/her family who reside on the property.

ARTICLE III BUILDING AND USE RESTRICTIONS

Section 1. All lots shall be used for single family residential purposes only.

Section 2. No home (or other structure permitted by these restriction) shall be erected, altered, or placed on any Lot herein conveyed until the plans and specification, site plans, exterior paint colors, and landscaping for such have been submitted to and approved in writing by Wayne Bailey or other individual specifically assigned by the Declarants. All mail boxes and posts shall be approved by Declarant. Any fence construction or modification must be approved by the Declarant or Assignee. Any outbuilding or detached garage construction or modification must be approved by the Declarant or Assignee. Such approval shall not be unreasonably withheld and is for the purpose of maintaining architectural continuity in the interest of the orderly development of the subdivision. Failure of the said Declarant or Assignee to accept the submitted plans within thirty (30) days after submission in writing shall constitute a rejection of said plans.

Section 3. Outbuildings shall be confined to the rear of the lot, shall not be of metal construction, and shall be harmonious with the home as to the exterior siding color and roof color. If water wells are located on the front of the lot, well houses of suitable approved materials shall be constructed with an exterior in conformity to the home on the lot. All driveways shall be constructed to the North Carolina Department of Transportation specifications. All homes shall have paved driveways.

Section 4. All homes must be stick built onsite. No single, double or triple wide mobile homes or modular homes of any kind shall be parked or placed on any lot except a modular home to be used as a temporary new home sales office may be permitted. A recreational type trailer or camper may be stored on the rear of the property if it is screened from public view, but cannot be used as a residence.

Section 5. No more than two (2) animals of a large species shall be allowed on any lot. No animal shall be allowed to roam and all animals shall at all times be appropriately penned. No animals, livestock or poultry of any kind shall be raised or bred on the herein conveyed lots, except that dogs, cats or any other household pets may be kept on any lot so long as sanitary condition are maintained and they are not kept, bred or maintained for any commercial purpose.

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All pets shall be kept in compliance with the Granville County animal control laws. Pets shall be kept so that they shall not be a nuisance, danger or annoyance to other Lot Owners.

Section 6. Each Owner shall maintain all homes, buildings and other improvements in a neat and pleasing manner and shall keep the lot free and clear of all tall grass and unsightly undergrowth, dead trees, bushes, trash and rubbish. Failure of the Owner to remedy any unsightly or unsanitary condition will result in the PHOA making all necessary repairs. The Owner shall reimburse the PHOA for all expenses resulting from the repairs. All garbage shall be stored in receptacles that are picked up and disposed of weekly. Receptacles shall be out of site from the road right of way, and screened. All large propane, oil and other storage tanks shall be located underground, except that any tanks with a 125 gallon or less capacity may be above ground but shall be screened from street view.

Section 7. No part of the lots herein conveyed shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 8. No water supply system for human consumption or sewage disposal system shall be permitted on any lot herein conveyed unless the location, construction and design are in full compliance with requirements, standards and recommendations of the Granville County Health Department and North Carolina State Board of Health.

Section 9. No trade, business or commercial activity of any kind, and no noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood except that offices and business activities as permitted in a residential area by the Granville County Zoning code shall be allowed.

Section 10. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the lot for sale or rent, or signs used by the builder to advertise the lot during the construction and sales period. This restriction shall not apply to the subdivision entrance signs located on any sign easement or right of way and for signs pertaining to Association business.

Section 11. No loud, prolonged, repetitive or obnoxious or offensive noises or activities shall be allowed on any lots. Further, no discharge of firearms shall be allowed within the subdivision at any time.

Section 12. No further subdivision of the lots as depicted on the subdivision plats referenced herein shall be allowed unless approved by the Declarant. Only one home per lot shall be allowed. Further, nothing shall be done on any lot which shall become an annoyance or nuisance to adjoining property Owners in the subdivision.

Section 13. Any damage to any subdivision road that is the result of negligence or

willful act of an Owner or his family, agent, servant, or employee, prior to the road maintenance being assumed by the NCDOT, shall be sole responsibility of said Lot Owner. Said Lot Owner shall repair the same at his own expense within a reasonable time, but not to exceed 30 days after written notice of such damages. Failure of the lot owner to repair street damage within the stated 30 days will result in the Declarant or Assignee making all necessary repairs. The lot owner shall reimburse the Declarant or Assignee for all expenses resulting from the repairs

Section 14. There shall not be granted across any lot any easements or right-of-ways for ingress, egress or regress to any other adjacent tract or parcel of land without written permission Declarant.

Section 15. All utility lines extending from the public road to the dwelling site shall be underground utilities.

Section 16. The landscape easements depicted on Lots 1 and 29, the entrance traffic island, and any other easements depicted on the recorded plat shall be maintained by the PHOA upon assignment by the Declarant.

Section 17. Lot 29 shall be excluded from these covenants and from assessments, including annual, special or otherwise.

ARTICLE IV EASEMENTS

The following portions of the subject lots shall be subject to the following easements or rights of way:

Section 1. A strip or parcel of land five (5) feet in width, beginning at the outer edge of the road right of way, extending into the lot along the entire road frontage of each lot, and along each side line, and ten (10) feet along the rear line of each lot shall be reserved by the Declarant for the purpose of installing and maintaining utilities and the granting of utility easements related thereto.

Section 2. The Declarant reserves the right to subject the property in the subdivision to a contract with Wake Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Wake Electric Membership Corporation or to the Association by the individual lot owners.

ARTICLE V HOMEOWNERS ASSOCIATION AND COVENANT FOR MAINTENANCE AND ASSESSMENT

Section 1. The Owners of the lots in The PRESERVE at SMITH CREEK as shown in Book 32, Page 124, Granville County shall be members of the Association.

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Membership in the Association is mandatory for each lot buyer and successive buyers and each lot owner shall have one vote per lot owned. The Association shall be formed at the time of the assignment of the common areas to the Association by the Declarant.

Section 2. After assignment by the Declarant, the PHOA shall be vested with the powers to a) perform upkeep maintenance and repair of the entrance area, b) to maintain and manage other common areas assigned by the Declarant, c) to collect dues for expenses as defined in Article I, Section 8, d) to elect a minimum of five officers, e) to establish an annual meeting date for the election of officers, f) to inform all members in writing 10 days prior to the meeting, g) to establish such Bylaws as may be necessary to conduct the business of the Association and promote the health, safety, and well-being of the members.

Section 3. Creation of the Lien and Personal Obligation of Assessments: The Owner of each lot by the acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Declarant or, when assigned, to the Association:

1. Annual assessments or charges.
2. Special assessments for capital improvements, such assessments to be established by the Association and collected as hereinafter provided.

Section 4. The annual and special assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the lot and shall be a continuing lien upon the property against which each assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the owner of such property at the time when the assessment is due.

Section 5. The purpose of any assessments levied shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the common Areas, the enforcement of these covenants and rules of the Association and the provision of services and facilities for purposes of and related to the Common Areas.

Section 6. The initial Annual assessment shall be \$150.00. After the formation of the Association, the annual assessment shall be determined by a two-thirds (2/3) vote of the PHOA officers.

Section 7. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Board of Directors.

Section 8. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis. However, if sub-classes of membership are created by the PHOA officers, such assessment shall be fixed at uniform rates for all lots within any sub-class. Assessments may differ between areas having different sub-classes or membership. Assessments with respect to a sub-class membership shall be determined by the cost to the Association, experienced or reasonable anticipated, of carrying out the purposes of assessments. As applied to the sub-classes of membership. Provided however, that the assessment for lots owned by the Declarant or its immediate grantee, for which a Certificate of Occupancy has not been issued by the appropriate government authority, may be a lesser amount as fixed by the PHOA officers of the Association, but shall not be less than thirty (30%) percent of the regular assessments for such lots.

Section 9. Date of Commencement of Annual Assessments: The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Areas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific lot have been paid. The properly executed certificate of the Association as to the statement of assessment on a lot is binding upon the Association as of date of its issuance.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of prime plus one and one-half (1 ½%) percent per annum. The Association may bring an action against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability of the assessments provided.

Section 11. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinated to a lien of any first mortgage. However, the sale or transfer of a lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien upon such sale or transfer. However, no such sale or transfer shall relieve such lot from liability for any lien for assessments thereafter becoming due.

ARTICLE VI GENERAL PROVISIONS

Section 1. These restrictions and conditions are covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of this instrument and cannot be altered or changed prior to that date without the written consent of the Declarant, or 80% of the lot owners once the Declarant no longer owns lots in the subdivision. Any amendments must be recorded. After the completion of the initial 30 year period, said covenants shall be automatically extended for successive periods of ten

Book Page
1113 0386

years, unless by vote of 80% of the then owners of the lots in the entire subdivision, it is agreed to change said covenants in whole or in part.

Section 2. Enforcement. The Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidity of any one of these provisions shall not affect any other provisions herein which shall remain in full force and effect.

This the 14th day of October, 2005.

GARNER ROAD ASSOCIATES, LLC

(SEAL)

Sonya G. Lehto by MWD
Sonya G. Lehto, a Manager

(SEAL)

R. Wayne Bailey
R. Wayne Bailey, a Manager

(SEAL)

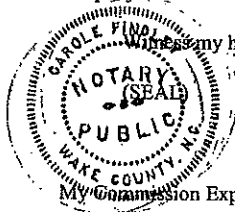
Julie Wright
Julie Wright, a Manager

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, Carole Findley, a Notary Public for said County and State, do hereby certify that R. Wayne Bailey, and Julie Wright, Managers of Garner Road Associates, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and notarial seal, this the 7th day of October, 2005



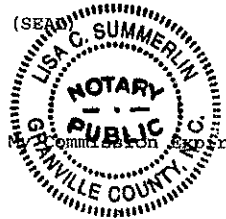
Carole Findley
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

Book Page
1113 0387

I, Lisa C. Summerlin, a Notary Public of the County and State aforesaid, do hereby certify that N. Kyle Hicks, Attorney-in-Fact for Sonya G. Lehto, a Manager of Garner Road Associates, LLC, a North Carolina Limited Liability Company, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of Sonya G. Lehto, as Manager of Garner Road Associates, LLC and that his authority to execute and acknowledge said instrument is contained in that certain Limited Power of Attorney duly acknowledged and recorded in the Office of the Register of Deeds of Granville County on March 17, 2005 in Book 1077, Page 535, and that this instrument was executed under and by virtue of the authority given by said instrument granting N. Kyle Hicks power of attorney; and that N. Kyle Hicks, Attorney-in-Fact, acknowledged the due execution of the foregoing and hereto annexed instrument for the purposes therein expressed for and on behalf of the said Sonya G. Lehto, as Manager of Garner Road Associates, LLC, a North Carolina Limited Liability Company.

Witness my hand and notarial seal this the 13th day of October, 2005.



Lisa C. Summerlin
Notary Public


Doc ID: 002728670002 Type: CRP
Recorded: 02/27/2013 at 11:41:45 AM
Fee Amt: \$26.00 Page 1 of 2
Granville County, NC
Kathy M. Adcock Reg of Deeds
BK **1461** PG **179-180**

Prepared by and return to: Warren Shackleford, Attorneys P.L.L.C.
P.O. Box 1187, Wake Forest, NC 27588-1187

NORTH CAROLINA	AMENDMENT TO THE DECLARATION
	OF COVENANTS, CONDITIONS AND
GRANVILLE COUNTY	RESTRICTIONS FOR THE PRESERVE
	AT SMITH CREEK

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE AT SMITH CREEK is made on the date hereinafter set forth by GARNER ROAD ASSOCIATES, LLC, a North Carolina Limited Liability Company (hereinafter referred to as "DECLARANT");

WITNESSETH:

WHEREAS, DECLARANT previously recorded the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE AT SMITH CREEK in Book 1113, Page 379, Granville County Registry, on October 17, 2005 and the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE AT SMITH CREEK PHASE 2 in Book 1187, Page 671, Granville County Registry on December 29, 2006 (hereinafter collectively referred to as the "DECLARATIONS"); and

WHEREAS, Declarant may amend the Declarations so long as Declarant owns a Lot; and

WHEREAS, Declarant owns a Lot in the Preserve at Smith Creek; and

WHEREAS, Declarant desires to amend the Declarations;

NOW, THEREFORE, Declarant hereby declares the Declarations to be amended as follows:

1. Article III, entitled "Building and Use Restrictions," shall be amended to delete the following sentence in Section 5:

No more than two (2) animals of a large species shall be allowed on any lot.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has signed and sealed this instrument, the 26th day of February, 2013.

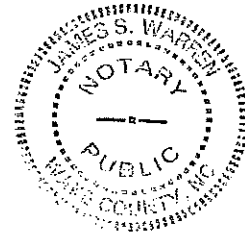
GARNER ROAD ASSOCIATES, LLC,
A North Carolina Limited Liability Company

BY: R. Wayne Bailey
Manager

NORTH CAROLINA
WAKE COUNTY

I, James S. Warren, a Notary Public of the County of Wake,
State of North Carolina, certify that R. WAYNE BAILEY, a Member/Manager of
GARNER ROAD ASSOCIATES, LLC, a North Carolina Limited Liability Company, personally
came before me this day and acknowledged the execution of the foregoing instrument. Witness
my hand and official stamp or seal, this the 26th day of February, 2013.

My Commission Expires: 10-3-2015 James S. Warren
Notary Public




Doc ID: 000170160003 Type: CRP
Recorded: 07/09/2007 at 10:36:40 AM
Fee Amt: \$20.00 Page 1 of 3
Granville County, NC
Kathryn Crews Averett Reg of Deeds
BK 1218 PG 938-940

NORTH CAROLINA AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
GRANVILLE COUNTY RESTRICTIONS FOR THE PRESERVE
AT SMITH CREEK

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE AT SMITH CREEK is made on the date hereinafter set forth by GARNER ROAD ASSOCIATES, LLC, a North Carolina Limited Liability Company (hereinafter referred to as "DECLARANT");

WITNESSETH:

WHEREAS, DECLARANT previously recorded the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE AT SMITH CREEK in Book 1113, Page 379, Granville County Registry, on October 17, 2005 and the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE AT SMITH CREEK PHASE 2 in Book 1187, Page 671, Granville County Registry on December 29, 2006 (hereinafter collectively referred to as the "DECLARATIONS"); and

WHEREAS, Declarant may amend the Declarations so long as Declarant owns a Lot; and

WHEREAS, Declarant owns a Lot in each phase of the Preserve at Smith Creek; and

WHEREAS, Declarant desires to amend the Declarations;

NOW, THEREFORE, Declarant hereby declares the Declarations to be amended as follows:

1. Article II entitled "Property Rights" shall be amended to include the following provision:

Section 3. The Declarant hereby reserves the right to subject other real property to this Declaration and to bring such additional property within the jurisdiction of the Association without the consent of the other Members by filing a Supplemental

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Declaration in the Granville County, North Carolina Registry. Each Supplemental Declaration shall be effective upon recordation in the Granville County, North Carolina Registry, and shall incorporate, either expressly or by reference, the provisions of this Declaration. A Supplemental Declaration may contain such other terms and conditions, as the parties subjecting the additional property to this Declaration may agree upon. In addition, as to any Supplemental Declaration which adds property to this Declaration, Declarant may include such additional or different covenants, conditions, restrictions, easements, privileges, charges, assessments, liens, options, rights, terms and provisions as the Declarant, in its discretion, may determine. Each Owner of a Lot subject to the Supplemental Declaration shall be a member of the Association and shall be subject to an assessment by the Association in accordance with the terms of this Declaration.

2. Article III, entitled "Building and Use Restrictions," shall be amended as follows:

Section 16. The entrance traffic island, the landscape easements, or any other easements as depicted on any recorded plat for the Subdivision, shall be maintained by the PHOA.

3. Article V, entitled "Homeowners Association and Covenants for Maintenance and Assessment", Section 1 shall be amended to delete the following:

The Association shall be formed at the time of the assignment of the Common Areas to the Associations by the Declarant.

4. Article V, entitled "Homeowners Association and Covenants for Maintenance and Assessment", Section 2 shall be amended as follows:

Section 2. Upon incorporation, the PHOA shall be vested with the powers to a) perform upkeep maintenance and repair of the entrance area; b) to maintain and manage other Common Areas assigned by the Declarant; c) to collect dues for expenses as defined in Article 1, Section 8; d) to elect a minimum of five (5) officers; e) to establish an annual meeting date for the election of officers; f) to inform all Members in writing ten (10) days prior to the meeting; g) to establish such by-laws as may be necessary to conduct the business of the Association; h) make contracts, enter into leases and incur liabilities; i) promote the health, safety, and well-being of the Members; j) employ managers, agents and other employees such as a management company to perform all of the foregoing.

5. Article V, entitled "Homeowners Association and Covenant for Maintenance and Assessment", Section 9 shall be amended to delete the following:

"The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Areas."

6. Article VI, entitled "General Provisions," Section 1 shall be amended as follows:

Section 1. These restrictions and conditions are covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of this instrument. These covenants may not be altered or changed prior to that date without the written consent of Declarant as long

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as Declarant owns property or lots in any phase of the subdivision or in any property annexed and made subject to these covenants. At such time that the Declarant no longer owns such property, these covenants may be altered or changed by an agreement of eighty percent (80%) of lot owners of all property subject to this Declaration. Any amendments must be recorded. After completion of the initial thirty (30) year period, said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of eighty percent (80%) it is agreed to change said covenants in whole or in part.

7. Article VI, entitled "General Provisions," shall be amended to include the following:

Section 4. Special Declarant Rights. Notwithstanding anything contained herein to the contrary, as long as the Declarant is the owner of any property or lot subject to said covenants, Declarant expressly reserves the right to: (i) subject additional property to this Declaration by the method described herein; (ii) amend this Declaration without the consent of any owners or Members; (iii) select, appoint and remove the officers and the board of directors of the Association, who need not be Members of the Association. The Declarant may waive or assign any of the rights reserved herein to a Member, a non-member, another entity (such as a management company), or the Association.

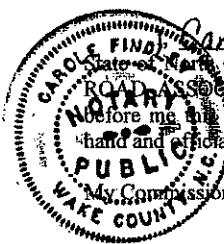
Invalidation of any one of these amendments shall not affect any other provision herein or any part of the Declarations which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has signed and sealed this instrument, the 6 day of July, 2007.

GARNER ROAD ASSOCIATES, LLC,
A North Carolina Limited Liability Company

BY: R. Wayne Bailey

NORTH CAROLINA
WAKE COUNTY



Carole Findley, a Notary Public of the County of WAKE, State of North Carolina, certify that R. Wayne Bailey, a Member of GARNER ROAD ASSOCIATES, LLC, a North Carolina Limited Liability Company, personally came before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 6 day of July, 2007.

My Commission Expires: Nov. 14, 2010

Carole Findley
Notary Public
Carole Findley


Doc ID: 000289640003 Type: CRP
Recorded: 05/21/2008 at 11:32:17 AM
Fee Amt: \$20.00 Page 1 of 3
Granville County, NC
Kathryn Crews Averett Reg of Deeds
BK **1268** PG **369-371**

Prepared By: Elizabeth M. Gillikin Whitworth
Warren Perry Naron Shackleford & Mackay, PLLC
Attorneys at Law

Return to: Garner Road Associates, LLC, 10931 Strickland Road, Suite 111
Raleigh, N.C. 27615

North Carolina

GRANVILLE COUNTY .

**SUPPLEMENTAL DECLARATION TO SUBJECT ADDITIONAL
PROPERTY TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE PRESERVE AT SMITH CREEK**

THIS SUPPLEMENTAL DECLARATION TO SUBJECT ADDITIONAL
PROPERTY TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE PRESERVE AT SMITH CREEK is entered into this 20th
day of May 2008, by **GARNER ROAD ASSOCIATES, LLC**, a North Carolina limited
liability company, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant subjected certain real property to the provisions of the
Declaration of Covenants, Conditions and Restrictions for the Preserve at Smith Creek as
recorded in Book 1113, Page 379, Granville County Registry and Book 1187, Page 671,
Granville County Registry and as amended by the Amended to the Declaration of
Covenants, Conditions and Restrictions for the Preserve at Smith Creek recorded in Book

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1218, Page 938, Granville County Registry (hereinafter collectively referred to as "Declaration"); and

WHEREAS Declarant, reserved in Article II of the Declaration entitled "Property Rights" the right to subject other real property to the Declaration and to bring such additional property within the jurisdiction of the Association without the consent of other members by filing a Supplemental Declaration in the Granville County, North Carolina registry; and

WHEREAS, such Supplemental Declaration may contain other conditions, restrictions, easements, privileges, charges, assessments, liens, options, rights, terms and provisions as the Declarant may determine; and

WHEREAS, the Owner of each Lot subject to the Supplemental Declaration shall be a member of the Association which is defined as The Preserve Homeowners Association, a North Carolina non-profit corporation, its successors and assigns; and

WHEREAS, Declarant wishes to subject other real property to the Declaration;

NOW, THEREFORE, the Declarant, pursuant to the authority granted in the Declaration, hereby declares,

1. All of Lots 64 through 93 as shown on plat entitled "The Preserve at Smith Creek, Phase 3" as recorded in Plat Book 36, Page 188, Granville County Registry shall be subject to the Declaration and, as such, shall be members of the Association.
2. Said Owners shall also be subject to the following additional regulations.
 - i) Any boats, motor homes, trailers, campers, recreational vehicles or other similar type items must be kept inside a garage, or at the rear of the home and adequately screened so that they are not visible from the streets.
 - ii) Adequate off-street, paved parking shall be provided by the Owner of each Lot for the parking of automobiles for Owners and their guests. Owners or their guest shall not be permitted to park their automobiles, motor homes, trailers, campers, recreational vehicles or other similar type items on their front or side yards or on the

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streets in the Subdivision. Any similar type item kept in the Subdivision must be property maintained and in operational use.

The Declarant hereby affirms that it has complied in all respects with the procedure for subjecting additional property to the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has signed and sealed this instrument, the 20th day of May 2008.

GARNER ROAD ASSOCIATES, LLC

BY: R. Wayne Bailey
Member/Manager

NORTH CAROLINA – Wake COUNTY

I, Carole Findley, a Notary Public within and for said County and State, do hereby certify that R. Wayne Bailey personally came before me this day and acknowledges that he is Member/Manager of **GARNER ROAD ASSOCIATES, LLC**, a North Carolina limited liability company, and that by authority duly given and as the act of the corporation on behalf of the limited liability company, the foregoing instrument was signed in its name by it Member/Manager.

Witness my hand and official seal this 20th day of May 2008.

Carole Findley
Notary Public:

Commission Expires: November 2011




Doc ID: 002730060003 Type: CRP
Recorded: 03/04/2013 at 03:55:07 PM
Fee Amt: \$26.00 Page 1 of 3
Granville County, NC
Kathy M. Adcock Reg of Deeds
BK **1461** PG **728-730**

PREPARED BY AND MAIL TO: WARREN SHACKLEFORD, ATTORNEYS P.L.L.C.
Post Office Box 1187
Wake Forest, NC 27588-1187

NORTH CAROLINA

**SUPPLEMENTAL DECLARATION TO SUBJECT
ADDITIONAL PROPERTY TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE PRESERVE AT
SMITH CREEK**

GRANVILLE COUNTY

THIS SUPPLEMENTAL DECLARATION TO SUBJECT ADDITIONAL PROPERTY TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE AT SMITH CREEK is entered into this 26 day of February, 2013, by GARNER ROAD ASSOCIATES, LLC, a North Carolina limited liability company and by SUMNER CONSTRUCTION, INC., a North Carolina corporation, together hereinafter referred to as "DECLARANT";

WITNESSETH:

WHEREAS, DECLARANT, subjected certain real property to the provisions of the Declaration of Covenants, Conditions and Restrictions for the Preserve at Smith Creek as recorded in Book 1113, Page 379, Granville County Registry and Book 1187, Page 671, Granville County Registry and amended in Book 1218, Page 938, Granville County Registry, and by other documents recorded in Granville County Registry, (hereinafter collectively referred to as "Declaration"); and

WHEREAS, DECLARANT, reserved in Article II of the Declaration of Covenants, Conditions and Restrictions for the Preserve At Smith Creek in Book 1113, Page 379 and Book 1187, Page 671, entitled "Property Rights", the right to subject other real property to the Declaration and to bring such additional property within the jurisdiction of the Association without the consent of other members by filing a Supplemental Declaration in the Granville County, North Carolina registry; and,

WHEREAS, DECLARANT, wishes to subject other real property to the Declaration;

NOW THEREFORE, the Declarant, pursuant to the authority granted in the Declaration, hereby declares that

All of Lots 94 through 133 as shown on plat entitled "The Preserve at Smith Creek,

Phase 3-B", which is recorded in Plat Book 41, Page 121, Granville County Registry and that 0.922 acre lot shown as Lot 194 on plat recorded in Plat Book 40, Page 156, Granville County Registry shall be subject to the Declaration recited above, with the following exception.

Article IV entitled "Easements" shall be amended as follows:

- a. The first sentence of Section 9 which is stated below shall be omitted:

Date of commencement of annual assessments: The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area.

- b. Replacing the first sentence in Section 9 shall be the following sentence:

Date of commencement of annual assessments: The annual assessments provided for herein shall commence as to all lots on the first day of the month following month that a Certificate of Occupancy is issued for a residential dwelling on a lot.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has signed and sealed this instrument the 26th day of February, 2013.

GARNER ROAD ASSOCIATES, LLC

BY: R. Wayne Bailey
Member/Manager

SUMNER CONSTRUCTION, INC.

BY: [Signature]
President

NORTH CAROLINA
WAKE COUNTY

I, Carole Findley, a Notary Public for said County and State, do hereby certify that R. Wayne Bailey personally came before me this day and acknowledged that he is Member/Manager of **GARNER ROAD ASSOCIATES, LLC**, a North Carolina limited liability company and that by authority duly given, and as the act of the corporation on behalf of the limited liability company, the foregoing instrument was signed in its name by its Member/Manager.

Witness my hand and official stamp or seal, this the 26th day of February, 2013

My Commission Expires: 11/14/2015

Carole Findley
Notary Public

Notary Public

NORTH CAROLINA
WAKE COUNTY

I, Carole Findley, a Notary Public for said County and State, do hereby certify that Bobby Sumner personally came before me this day and acknowledged that he is President of **SUMNER CONSTRUCTION COMPANY, INC.**, a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its President.

Witness my hand and official stamp or seal, this 26th day of February, 2013.

My Commission Expires: 11/14/2015

Carole Findley
Notary Public

02/18/2025 09:25 OWNERSHIP 1117923	PROPERTY DESCRIPTION	TAX DESCRIPTION	MAP NUMBER	CARD#
KM PARTNERS LLC	LOT 58 PRESERVE AT SMITH CREEK	BRASSFIELD	182400299875	1 / 1
1196 SMITH CREEK WAY	PLATBOOK/PAGE/DATE: 00034 00167		RECORD NUMBER: 30839	
WAKE FOREST, NC 27587-7950	NB: 343 PRESERVE AT SMITH CREEK 0		ROUTE: 182400 351	
DEED: 01984 0323 5/17/2024 \$510,000	1196 SMITH CREEK WY		LISTER: DE 10/6/2022	
			REVIEWER: DE 10/6/2022	

TOPO	STREET	UTILITIES	NOTES				LT	
			92/100 ACRES				1.0000	
#	LAND CLASS	SIZE	BASERATE	* ACF	* ADJ	= ADJ RATE	* UNITS	= LNDVALUE
1	73FLOT PRICE 3	1.000	105000	1.00	1.00	105000	1.000	105000
ACREAGE FACTOR: 0								
FRONTAGE FACTOR: 0								
#	OTHER FEATURES		SIZE	BASERATE	COND	ADJ RATE	UNITS	VALUE
1	13 B CONCRETE PAVING		132 * 12	3.30	0.90	3.30	1584	5227
2	04 D STORAGE SHED		16 * 12	8.33	0.90	8.33	192	1599
999	ADJ Conversion Adjustmen		1.000	-2.00	0.00	-2.00	1	-2
OTHER FEATURES VALUE:								6,824

FOUNDATION	XTR_FINISH	ROOF TYPE	ROOF MTRL	SIZE/QTY
BRICK	CEMENT BOARD	HIP	ASPHALT SHINGLE	1.5000 STHT
	STONE	GABLE		3 BDRM
WALL FINISH	FLOORS	HEAT&AIR	HEAT FUEL	BUILDING #
DRYWALL	HARDWOOD	HEAT & AIR	ELECTRIC	1
	TILE		GAS	
	CARPET			

IMPROVEMENT TYPE:	GRADE:	A	AYB:	2007	EYB:	2007	CONDITION:	AVERAGE	DEPR TABLE:	SQ FT TABLE:
DIMENSIONS:	SFR-CL40U30R40D12R2D7L2D11	OFF-CL40D8R40U8	WDK-L40CU38XL6D8XD30XD8R6XU8	OFF-U30CR40U8L40D8H						

IMPROVEMENT TYPE:	DWELLING		GRADE:		A	AYB:	2007	EYB:	2007	CONDITION:		AVERAGE	DEPR TABLE:		SQ FT TABLE:									
DIMENSIONS:	SFR-CL40U30R40D12R2D7L2D11 OFF-CL40D8R40U8 WDK-L40CU38XL6D8XD30XD86XU8 OFF-U30CR40U8L40D8D8H																							
STRUCTURE	SKETCH-SF *	STHT	=	AREA	RATE *	GRDE	+	HEAT	+	EXWL	*	WLHT	=	ADJRATE	*	AREA	=	RPCN	*	DEPF	*	CNDF	=	STR-VALUE
01 SNG FAML	1570	1.50		2355	190.82	A		2.50		2.00		0.95		185.55		2355		436970		0.85				371425
1 FIREPLACE	0			0										5100.00		0		5100		0.85				4335
1 HALFBATHS	0			0										5126.00		0		5126		0.85				4357
2 BATHS	0			0										7650.00		0		15300		0.85				13005
88 DECK	192	1.00		192	34.19							1.00		34.19		192		6564		0.85				5579
01 SNG FAML	506	0.75		380	190.82			2.50		2.00		1.00		195.32		380		74222		0.85				63089
89 OM-PORCH	132	1.00		132	65.62							1.00		65.62		132		8662		0.85				7363
84 SCRNPORCH	156	1.00		156	63.04							1.00		63.04		156		9834		0.85				8359
78 ATTFGARG	506	1.00		506	81.60							1.00		81.60		506		41290		0.85				35097
2735 HSF				3721 TSF								1.00		81.60		506		603068		VALU=187.43/HSF		512609		
																						471,600		

VALUATION	THIS CARD	+	OTHER CARD	=	VALUE	PREV-VAL	STRUCTURE VALUE	CARD 1 VALUE	OTHER CARDS VALUE	TOTAL VALUE
LAND	105,000				105,000	75,000				583,424
OTHER FEAT	6,824				6,824	6,824				
STRUCTURE	471,600				471,600	304,702				
TOTAL	583,424				583,424	386,526				
(1600390) Group:0					TAX YEAR: 2025					
Granville County, NC					REVAL YEAR: 2024					
					DEFERRED VALUE	0				
					APPRAISED VALUE					583,424
					TAXABLE VALUE					583,424