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Granville County, NC
Kathy M. Taylor Reg of Deeds

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PREPARED BY AND MAIL TO: Warren Shackleford & Thomas, PLLC
Post Office Box 1187
Wake Forest, NC 27588-1187

NORTH CAROLINA

**SUPPLEMENTAL DECLARATION TO SUBJECT
ADDITIONAL PROPERTY KNOWN AS
“PRESERVE WEST” 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 27th day of May, 2026, by GARNER
ROAD ASSOCIATES, LLC, 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 and amended in Book 1187 Page 671, Book 1218 Page 938, Book 1268 Page 369, Book 1461 Page
179, Book 1461 Page 728, Book 1551 Page 353, Book 1551 Page 356 and as most recently restated and
consolidated in Book 1595 Page 344, all as 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 the following property shall be subject to the Declaration recited above:

"Being all of Tract 1 containing 107.3143 acres and all of Tract 3 containing 13.271 acres on that plat and survey by Pickett Surveyors, PLLC entitled "Recombination Plat Survey For: Garner Road Associates, LLC", dated July 1, 2023 and recorded in Plat Book 53, Page 35-37, Granville County Registry".

NOW, THEREFORE, the DECLARANT, pursuant to the authority granted in Article II of the Restrictive Covenants, for the purpose above set forth, hereby declares:

1. That property described above is hereby annexed to the Restrictive Covenants for "The Preserve at Smith Creek" as recorded in Book 1113 Page 379 and amended in Book 1187 Page 671, Book 1218 Page 938, Book 1268 Page 369, Book 1461 Page 179, Book 1461 Page 728, Book 1551 Page 353, Book 1551 Page 356 and as most recently restated and consolidated in Book 1595 Page 344, Granville County Registry, and any future amendments thereto, and said property shall be deemed to be governed in all respects by the terms and provisions of the Restrictive Covenants and Amendments with said Restrictive Covenants and Amendments being and hereby incorporated by reference as if fully set out herein.
2. Declarant hereby represents that it has in every respect complied with the requirements of Articles II of the Restrictive Covenants with respect to Annexation of Additional Properties to the Restrictive Covenants.
3. Further Declarant, pursuant to Article II of said Restrictive Covenants recorded hereby

has the authority to Amend any such covenants. Declarant hereby wishes to amend said restrictions by adding an Article VIII solely for this phase known as "Preserve West" of the subdivision as it relates to "Stormwater Facilities" as required by Granville County. Article VIII is hereby added with the following language as it relates to the "Preserve West" phase:

ARTICLE VIII

Section 1. "Stormwater Control Facilities" and "Retention Pond" shall mean and refer to the underground detention basin, retention ponds or bioretention ponds within the Property which shall be considered part of the Common Area, and shall include any underground storage pipes and retention systems, its inlets and outlets, any bulk load reducers, dissipaters and level spreaders, if any, located on the Property designed as drainage easements as shown on the recorded plats of the Property, together with drainage easements and all other storm drainage pipes, which serve the Property and are located outside public street rights-of-way (excluding those pipes and Facilities serving a single Lot). Stormwater Control Facilities shall also include devices and measures defined in the Declaration of Maintenance Covenant and Grant of Protective Easements for Stormwater Control Facilities for The Preserve West Subdivision as recorded in Book 1996 Page 610, Granville County Registry. The Association shall be responsible for the maintenance, operation and repair of any Retention Pond serving the Property and is responsible for properly maintaining the Stormwater Facilities as per the recorded Stormwater Agreement. All expenses of such maintenance, operation, repair and compliance with the Stormwater Agreement shall be Common Expenses and shall be the responsibility of the Association in perpetuity. The Association shall indemnify and hold harmless the Declarant and any successors in the chain of title to Declarant, for all such costs, expenses and responsibilities under any such agreement. In the event any portion of a Retention Pond is located at any time upon any lot, an easement is hereby established over any portion of a Lot where any portion of the Retention Pond is located in favor of Association so that the Association may exercise all of its rights and obligations with respect to the Retention Pond as per the recorded agreement. An underground stormwater system shall be constructed by Declarant and maintained in accordance with Granville County stormwater control requirements set forth further within this Declaration and as recorded in the Stormwater Agreement in Book 1996 Page 610, Granville County Registry. The Association, until or if the County accepts for public maintenance the stormwater infrastructure on the Property, will be responsible for maintenance of any stormwater management swales, channels, and check dams. Such maintenance shall include removal of sediments within the

swales and channels, re-stabilization of the swales and channels as needed, check damn repairs, and maintenance of the vegetation cover as necessary for such swales and channels to perform their intended functions. Refer to this Article as well as the recorded Stormwater Agreement in Book 1996 Page 610 Granville County for greater detail as to the responsibilities and costs of the stormwater system as per Granville County.

Section 2. Stormwater Control Facilities. Granville County requires runoff from the Properties be controlled and nitrogen leaking from stormwater runoff from the properties be reduced. To comply with the County Code, Stormwater Control Facilities will be installed and maintained. Failure to maintain the Stormwater Control Facilities is a violation of the County potentially subjecting each Owner to significant daily civil penalties and other enforcement actions. Consequently, on behalf of each Owner, the Association shall maintain, repair, replace and reconstruct the Stormwater Control Facilities so that at all times the Stormwater Control Facilities shall perform as designed and at all times shall comply with all applicable laws, ordinances, regulations, rules, and directives of governmental authorities. In addition, the Association shall perform maintenance and repair of the Stormwater Control Facilities as set forth within the “Stormwater Facility Agreement and Covenants” recorded in the Granville County Registry in Book 1996 Page 610. In the event that the Association neglects or fails to maintain, repair, replace, or reconstruct the Stormwater Control Facilities, each Owner shall be jointly and severally responsible for such tasks, as required by Granville County. In the event that the Owner thereafter performs such maintenance, repair, replacement, or reconstruction, said Owner shall be entitled to reimbursement from the Association for the cost thereof, or, if the Association should fail to reimburse the Owner, said Owner shall be entitled to a pro-rata contribution for such costs from the Owner of every other Lot. Nothing in these Restrictive Covenants filed by Declarant or any subsequent modifications or amendments filed by Declarant may reduce the Association or the Lot Owners’ obligations with regards to the facilities. Any such additional or amended covenants may increase the obligations or provide for additional enforcement options but may not reduce the liability or obligations.

In addition to the above obligations the association's obligations with regards to the facilities are as follows:

1. Inspection/Routine Maintenance. In accordance with County requirements the Association shall cause the facilities to be inspected i) annually; ii) after major storm events

that cause visual damage to the facilities, and iii) upon notification from the County to inspect. The inspection should be performed by a registered North Carolina Professional Engineer or a North Carolina Registered Landscape Architect or by a person who has been awarded a Stormwater BMP Inspection and Maintenance Certification by the North Carolina State University Cooperative Extension. The inspection shall occur annually during the month in which the facilities as-built certification was accepted by the County, which month may be determined through contact with the County Planner. The inspection shall be reported to the County as further described below.

- 2. Repair and Reconstruction. The Association shall repair and/or reconstruct the Facilities as it determines is necessary and, at a minimum, as set forth in County Requirements or as directed by the County to allow the Facilities to function for its intended purpose and to its design capacity. The Association shall provide written reports regarding major repair or reconstruction to the County in accordance with County Requirements. Without limitation the Association shall make or cause to be made any repairs identified in the inspection report provided under paragraph 1 above and as may be reasonably directed by the County from time to time based upon County requirements or County inspections of the Facilities. Compliance with inspection reports or County directives shall not limit the Association's repair obligations.

- 3. Stormwater Budget Line Items & Funding. The dues of the Association shall include amounts for upkeep and reconstruction of the Facilities and charges for these purposes shall be included in the dues charged to Lots from the point that Lots are charged dues for other common purposes. In determining dues for funding this Article VIII, calculation shall be done on the original 48 lots shown on Plat Book 56, Page 58. Should 2 or more lots be combined, dues are still to be provided in accordance with the original 48 lots. The Association shall maintain two (2) separate funds for in its budget for the Facilities. The first fund ("Inspection and Maintenance Fund") shall be for routine yearly Facility expenditures such as annual inspections, maintenance and routine repairs (the "Routine Annual Expenditures") and the funds for this purpose may be maintained as part of the Associations general account. The second fund ("Escrow Account") shall be dedicated to the separate Escrow Account that will build over time and provide money for sediment removal, structural, biological or vegetative replacement, major repair, and reconstruction of the engineered stormwater controls (the "Major Expenditures"), provided that the County shall

first consent to the expenditure. The Escrow Account shall be maintained in an account that is separate from the HOA's general account as described below. At a minimum the Association shall earmark \$2,000.00 annually from its collected dues for the Inspection and Maintenance Fund as determined by the County for routine annual expenditures and \$3,247.00 annually for the Escrow Account for Major Expenditures determined as set out in the section entitled "Escrow Account". The Routine Annual Expenditures shall be increased annually by 3% per year over the prior year's amount unless the County Planner determines that such an increase is not necessary for a given year. The Association may set a higher amount in its discretion. The Association shall set a higher amount if the County Planner determines, in his or her reasonable discretion, that additional amounts are necessary to provide for Routine Annual Expenditures. Contributions to the Escrow Account for Major Expenditures shall be determined as set out in the section of the Stormwater Agreement entitled "Escrow Account". No additional contributions shall be required to the Escrow Account for Major Expenditures once the account balance reaches \$81,176.00, which amount shall be the sinking fund budget for the engineered stormwater controls. Withdrawals from and additions to the Escrow Account shall be required as set out in the section of the Stormwater Agreement entitled "Escrow Account" and elsewhere herein. The Association shall set dues at a sufficient amount to fund Routine Annual Expenditures and the Escrow Account for Major Expenditures in addition to the Association's other obligations. The Association may compel payment of dues through all remedies provided in these covenants for the property or otherwise available under law.

4. Assessments/Liens. In addition to payment of dues, each Lot will be subject to assessments by the Association for the purpose of fulfilling the association's obligations under this Article and under the Stormwater Agreement. Such assessments should be collected in the manner set forth in these covenants. As allowed under North Carolina General Statute Section 47F, or successor statutes, or, for condominiums, as allowed under North Carolina General Statute Section 47C, or successor statutes, all assessments remaining unpaid for (thirty) 30 days or longer shall constitute a lien on the Lot when the requirements set forth in the applicable North Carolina General Statutes are met. Such a lien and costs of collection may be filed in foreclosed upon by the Association. In addition, the Association's rights may, in the discretion of the County, be exercised by the County, as a third-party beneficiary of the recorded Stormwater Agreement and or as attorney in fact for the

Association, as provided in Section 8 of the recorded Stormwater Agreement.

5. Stormwater Expenditures Receive Highest Priority. Notwithstanding any contrary provisions of the covenants of which this Article is apart, to the extent not prohibited by law, the inspection, maintenance, repair, and replacement or reconstruction of the Facility shall receive the highest priority (excluding taxes and assessments and other statutorily required expenditures) of all Association expenditures.
6. Separate Account for Escrow account and Engineer's report. The Association shall maintain the Escrow Account for the Facility in an account separate from the Association's general account. The Association shall use the fund only for major repairs and reconstruction of the Facility. No withdrawal shall be made from this fund unless the withdrawals approved by two (2) Association officials who shall execute any documents allowing such withdrawal. Prior to withdrawing funds from this account, the Association shall i) obtain a written report from an engineer approved in accordance with County requirements regarding the repairs or reconstruction needed and approximate cost of such repair or reconstruction and ii) submit such report to the County Planner and to notify the County Planner of the repairs or reconstruction to be undertaken on the Facility, the proposed date, and the amount to be withdrawn from the Escrow Account. In the event of an emergency, withdrawal and expenditure of funds may be made after telephone notification to the County Planner.
7. Payments into Escrow Account. The escrow account shall be funded both by payments made by the Permittee and annual contributions made by the HOA ("Sinking Fund Payments") (collectively "Contributions"). Both Permittee Contribution and Sinking Fund Payments shall fund the Escrow Account. Prior to plat recordation or issuance of construction permits, whichever shall occur first, the Permittee shall pay into the Escrow Account the sum of \$48,706.00 which is an amount equal to fifteen (15) percent of the initial estimated construction cost of the engineer stormwater controls of \$324,704.00. Thereafter until the homeowners association makes a common expense assessment, the Permittee shall pay all common expenses. After any assessment has been made by the homeowners association, the homeowners association shall make an annual assessment the proceeds of which shall be used for Sinking Fund Payments to be paid to the Escrow Account as set out the herein. Contributions totaling 2/3 of the total amount of the initial construction cost of the engineered stormwater controls shall be deposited into the Escrow Account within the first five (5) years and Contributions totaling the full amount of the Sinking Fund Budget shall be

deposited to the Escrow Account within ten (10) years following initial construction of the engineered stormwater controls. Any funds drawn down from the Escrow Account shall be replaced within twelve (12) months so that the Escrow Account is maintained as required herein. At least once every five (5) years, the annual inspection report or another document delivered with the annual inspection report shall contain a present day estimate of the probable initial construction costs of the engineered stormwater controls under seal of a professional engineer. The Contributions shall be increased if necessary to maintain an amount sufficient in the Escrow Account to cover the updated probable initial construction costs of the engineered stormwater controls.

8. Annual Reports to County. The Association shall provide to the County annual reports in substance and form as set forth in County Requirements. This annual report shall be signed by an officer of the Association, who shall attest as to the accuracy of the information in such report. If prepared by a professional management company hired to manage the Association's affairs, the report shall so indicate. The officer's signature and attestation shall be notarized. At a minimum each report shall include the following:
- a. the annual Facility inspections report described in Section 1 above;
 - b. a bank or account statement showing the existence of the separate Escrow Account described in Section 6 above and the balance in such fund as of the time of the submission of the report;
 - c. a description of repairs exceeding normal maintenance that have been performed on the facility in the past year and the cost of such repairs;
 - d. the amount of Association dues being set aside for the current year for each of the two Stormwater Funds – i.e. the Inspection and Maintenance Fund and the Escrow Account.
9. Facility to Remain with Association and Lot Owners' Liability. To the extent not prohibited by law, the Facility shall remain the property of the Association and may not be conveyed by the Association. In the event the Association ceases to exist or is unable to perform its obligations, in addition to and not in limitation of any of the remedies the County may have under these covenants or under the Stormwater Agreement, all Lot Owners as defined in the Stormwater Agreement referenced above shall be proportionately liable to the County to fulfill the Association's obligations under this Agreement. Each Lot's proportional obligation shall be calculated as set forth in these Covenants. In addition, the County may

also exercise the rights described in Section 8 of the recorded Stormwater Agreement and all other remedies provided by law and this provision is in no way intended to limit the County's rights under the Stormwater Agreement or under any other provision of these Covenants.

10. County Rights and Liens Against Owners. In addition to rights granted to the County by ordinance or otherwise, the County shall have the following rights, generally summarized below and more explicitly set forth in the recorded Stormwater Agreement referenced above:
- a. direct the association in matters regarding the inspection, maintenance, repair, and or reconstruction of the facility this camp can help you;
 - b. if the association does not perform the work required by ordinance, by these Covenants, and by the Stormwater Agreement referenced above, do such work itself, upon 30 days written notice to the Association
 - c. access the Facility for inspection, maintenance, and repair, crossing as necessary the lots on which the Facility is located and all other private and public easements that exist within the property subject to these covenants;
 - d. require reimbursement by the Association of the County's cost in inspecting, maintaining, repairing, and or reconstructing the Facility, as provided in the Stormwater Agreement referenced above;
 - e. enforce any debts owed by the Association as described in the Stormwater Agreement referenced above against Lot Owners if such debts are not fully paid by the Association. The debt may be allocated to Lot Owners as provided in the other sections of these Covenants, and may be made a lien on each owners property, may be added to each owner's utility bills, and may result in foreclosure, as provided in Section 8 of the Stormwater Agreement referenced above.
11. No Dissolution. To the extent not prohibited by law, the Association shall not enter into voluntary dissolution unless the Facility is transferred to a person who has been approved by the County and who has executed a Stormwater Agreement with the County assuming the obligations of the Association. Under the Stormwater Agreement referenced above, individual Lots and Lot Owners continue to be liable for the Facility in the event the Association is dissolved without a new Stormwater Agreement between the County and a responsible party that is assuming the Associations obligations.
12. No Amendment. Without the prior written consent of the County, which may be given by the Granville County Manager, and notwithstanding any other provisions of these

Restrictive Covenants, the Association may not amend or delete this Article with the exception of supplementing its provisions in a more detailed manner to better describe the members' or Lot Owners' obligations regarding each other.

13. Stormwater Agreement Supersedes. The Stormwater Agreement referenced above supersedes any limiting provisions contained elsewhere in other articles of these Covenants. However, such other Articles of these Covenants may supplement the obligations of the Association as set forth in the Stormwater Agreement, and/or the obligations of and remedies against individual Lot Owners or members bound by these Covenants. In the event of a conflict between these Covenants and the Stormwater Agreement, the recorded Stormwater Agreement in Book 1996 Page 610, Granville County Registry shall control.

Except as set forth herein, the remainder of the Declaration of Covenants, Conditions and Restrictions for The Preserve at Smith Creek as recorded in Book 1113 Page 379 and amended in Book 1187 Page 671, Book 1218 Page 938, Book 1268 Page 369, Book 1461 Page 179, Book 1461 Page 728, Book 1551 Page 353, Book 1551 Page 356 and as most recently restated and consolidated in Book 1595 Page 344, all as recorded in Granville County Registry shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has signed and sealed this instrument the 27th day of May, 2026.

GARNER ROAD ASSOCIATES, LLC

R. Wayne Bailey
By: R. Wayne Bailey, Manager

NORTH CAROLINA
Granville COUNTY

I, Gerald T. Koinis, 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 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 27th day of May, 2026.

My Commission Expires: 8-11-2029

Gerald T. Koinis
Notary Public

