



Doc ID: 00303288013 Type: CRP
Recorded: 05/20/2016 at 01:14:53 PM
Fee Amt: \$26.00 Page 1 of 13
Granville County, NC
Kathy M. Taylor Reg of Deeds
BK 1595 PG 344-356

PREPARED BY/RETURN TO: Warren Shackleford & Thomas, PLLC, PO Box 1187, Wake Forest, NC 27588-1187

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

THIS AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE AT SMITH CREEK, made this the 18th day of May, 2016 by GARNER ROAD ASSOCIATES, LLC, a North Carolina Limited Liability Company (hereinafter referred to as the "Declarant");

WITNESSETH:

WHEREAS, Declarant has 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, the Declarant further amended those Declarations by documents recorded in Book 1218 Page 938, Book 1268 page 369, Book 1461 Page 179, Book 1461 Page 728, Book 1551 Page 353 and Book 1551 Page 356, all in the Granville County Registry; and

WHEREAS, the Declarant is authorized to amend the Declarations at any time so long as Declarant owns at least one lot within the Preserve at Smith Creek Subdivision; and

WHEREAS, Declarant does in fact own at least one lot within said subdivision;

WHEREAS, Declarant so desires to further amend the Declarations;

NOW THEREFORE, the Declarant, pursuant to the authority granted it in the Declarations hereby wishes to consolidate any and all Covenants, Conditions and Restrictions hereby affecting all phases of the Preserve at Smith Creek and as such declares the following to be the CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE AT SMITH CREEK FOR ALL PHASES and does hereby declare that the real property hereinafter described is and shall be held, transferred, sold and conveyed subject to these CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE AT SMITH CREEK FOR ALL PHASES as set out below.

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); 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; Lots 64 through 93 as shown on the recorded subdivision map entitled "The Preserve at Smith Creek, Phase 3" as recorded in Plat Book 36, Page 188, Granville County Registry; Lots 94 through 133 as shown on the recorded subdivision map entitled "The Preserve at Smith Creek, Phase 3-B" as recorded in Plat Book 41, Page 121, Granville County Registry; the 0.922 acre lot shown as Lot 194 on plat recorded in Plat Book 40, Page 156, Granville County Registry; and all of Lots 123R, 134-193 and 195-203 as shown on plat entitled "The Preserve at Smith Creek, Phase 3-C" as recorded in Plat Book 43, Page 168, 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 all those certain lots and real property on those plats and surveys as identified in Section 3 above as so developed by Declarant.

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 the plat books as stated in Section 3 and 6 above in the Granville County Registry and any portion of Lot 29 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 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, Association 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.

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 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.

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 new home (or other structure permitted by these restrictions) 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 another individual as designated by Garner Road Associates, LLC. For any existing lots or any home with a recently issued Certificate of Occupancy, all exterior paint colors, landscaping and site modifications must be submitted to and approved of by the Architectural Review Committee of the Preserve at Smith Creek Homeowner's Association. All mail boxes and posts shall be approved by Declarant. Any fence construction or modification must be approved by the Declarant, Association 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. 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 guests shall not be permitted to park their automobiles, motor homes, trailers, campers, recreational vehicles or other similar type items on their yards or on the streets in the Subdivision. Any similar type item kept in the Subdivision must be properly maintained and in operational use.

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. Any commercial vehicles, boats, motor homes, trailers, campers, recreational vehicles or other similar type items must be kept inside a garage. A recreational type trailer or camper cannot be used as a residence.

Section 5. 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. No animal shall be allowed to roam and all animals shall at all times be appropriately penned. 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 propane, oil and other storage tanks shall be located underground, except that any tanks with a 125 gallon or less capacity in place as of January 1, 2013 may be above ground but shall be screened from public view. Rainwater collection tanks with a 125 gallon or less capacity may be above ground but shall be screened from public 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 with the following exceptions:

- a. 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.
- b. Political signs during election periods on the lots herein conveyed. For the purposes of this article, "political sign" means a sign that attempts to influence the outcome of an election, including supporting or opposing an issue on the election ballot. Political signs are prohibited on common areas, easements, rights of way, or other areas owned by others and will be removed. Owners of property may only display political signs on property owned exclusively by them. One political sign per candidate or issue may be placed on a member's lot with the maximum dimensions of 24 inches by 24 inches each. The display of political signs is prohibited earlier than 45 days before the day of the election and later than seven days after an election day.
- c. Builders or trade signs up to 3 square feet while work is in progress on the premises.
- d. Notices such as No Solicitation signs, Security System signage and electronic pet fencing signage.
- e. Banners up to 3 square feet such those representing schools, teams or organizations.
- f. Subdivision entrance signs located on any sign easement or right of way and 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 the negligence or willful act of any Owner, 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 of Declarant.

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

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.

Section 17. Lot 29 shall be excluded from these covenants and from any assessment charges, 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. All Owners of any lots in THE PRESERVE AT SMITH CREEK (ANY PHASE) 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 was formed at the time of the assignment of the common areas to the Association by the Declarant.

Section 2. After incorporation, the PHOA shall be vested with the following powers:

- a) to 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 necessary to conduct the business of the Association;
- h) to make contracts, enter into leases and incur liabilities;
- i) to promote the health, safety, and well-being of its Members;
- j) to employ managers, agents and other employees such as a management company to perform all of the foregoing.

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:

- a. Annual assessments or charges.
- b. 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 assessment levied shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and/or for the improvement and maintenance of the common Areas and/or 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 was \$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. As of the recording of these Amended Declarations, the annual assessment is established at \$625.00 per lot per year for all phases of The Preserve at Smith Creek.

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. 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 as to 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 21, Granville Count Registry and the 0.922 acre lot shown as Lot 194 on plat recorded in Plat Book 40, Page 156, Granville County Registry shall commence on the first day of the month following the month that a Certificate of Occupancy is issued for a residential dwelling on a lot. Any additional phases to be constructed shall also start paying the annual assessment on those lots on the first day of the month following the month that a Certificate of Occupancy is issued for a residential dwelling on a lot. 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 1/2%) 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.

Section 12. Preservation Fund: At the time of the closing of the sale of any home, whether new or a resale, within this subdivision, there shall be due the sum of three hundred dollars (\$300.00) for said home which shall be collected from the buyer and transferred to the Association to be held as a Preservation Fund due at the time of the closing. This fund is not to be retroactively collected as against any homeowner who has already purchased any lot or who is under a contract to purchase a lot within any phase of the subdivision prior to the recordation of this amendment. The purpose of said fund is to insure that the Association Board will have adequate cash available to meet expenses, both forecast and unforeseen, and to acquire additional equipment or services deemed necessary or desirable in order to maintain common areas and amenities. Amounts paid into the Preservation Fund shall not be considered advance payment of regular assessments and not be used for routine budget items. The use of these funds is so established within the by-laws of the association.

ARTICLE VI ROADS

Section 1. Construction: All roads constructed in The Preserve at Smith Creek shall be constructed in accordance with North Carolina Department of Transportation, Division of Highways Regulations. Any subdivision map for Lots of the Preserve at Smith Creek shall be approved, signed and stamped prior to recording, affirming that the roads are being built to the North Carolina Department of Transportation, Division of Highways Regulations, so that they may be included into the North Carolina Department of Transportation Highway System.

Section 2. Maintenance: That all times before roads in the Preserve at Smith Creek are turned over to the State of North Carolina for maintenance, they shall be maintained by Garner Road Associates, LLC. This shall include providing maintenance for cracks, potholes or any other problems with the asphalt street. This shall include taking care of the shoulders and ditches, making sure they are properly seeded and have effective drainage.

Section 3. Transfer: If for any reason Garner Road Associates, LLC is unable to transfer maintenance of streets in The Preserve at Smith Creek over to the State of North Carolina, then such maintenance shall be turned over to the Homeowner's Association for The Preserve at Smith Creek. This shall be done by a deed from Garner Road Associates, LLC to the Homeowner's Association for The Preserve at Smith Creek, recorded in the Granville County Register of Deeds Office.

Section 4. HOA Maintenance: Should the Homeowner's Association for The Preserve at Smith Creek take over ownership of the streets in The Preserve at Smith Creek

and be responsible for their maintenance, such maintenance shall be carried out in accordance with Granville Count Ordinance section 32-675.

Section 5. Assessment Rights of HOA: Should the Homeowner's Association for The Preserve at Smith Creek become the owner of and responsible for maintenance of the streets, such streets shall be treated as common areas as defined in these Declaration of Covenants. Being a common area, the association shall have all rights to maintain the streets through its power of assessment as set out in these Declaration of Covenants.

ARTICLE VII 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. These covenants may not be altered or changed prior to that date without the written consent of Declarant as long 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.

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.

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 any officers and members of the board of directors of the Association who Declarant deems should not be an officer or member of the board of directors. 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 to the PHOA as long as said assignment is in writing and is properly recorded in the Office of the Register of Deeds of Granville County.

This the 10th day of May, 2016.

GARNER ROAD ASSOCIATES, LLC

R. Wayne Bailey
By: R. WAYNE BAILEY, Member/Manager

Sonya Garner Wilson
By: SONYA GARNER WILSON, Member/Manager

Julie Olness Wright
By: Julie Olness Wright, Member/Manager

STATE OF NORTH CAROLINA

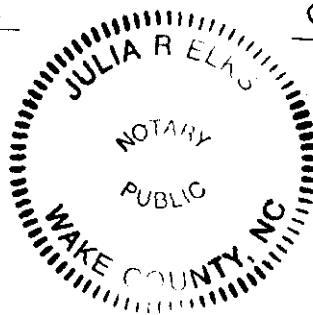
COUNTY OF Wake

I, Julia R. Elks, a Notary Public of the County and State aforesaid do hereby certify that R. WAYNE BAILEY, ~~SONYA GARNER WILSON,~~ AND JULIE OLNESS WRIGHT all Member/Managers of GARNER ROAD ASSOCIATES, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and duly acknowledged the due execution of the foregoing instrument on behalf of the limited liability company and with the authority of said company.

WITNESS, my hand and official seal this the 12th day of May, 2016.

(See Attached (A Ack Form))

My Commission Expires: 12-3-20



Julia R. Elks
Notary Julia R. ELKS

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

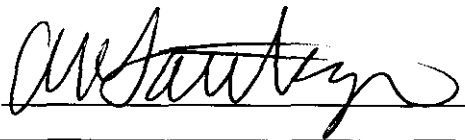
State of California
County of Ventura

On May 2, 2016 before me, Anne M. Lauritzen, a Notary Public,
(insert name and title of the officer)

personally appeared Sonya Garner Lehto,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

