

WAKE COUNTY, NC 288  
LAURA M RIDDICK  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
06/14/2013 AT 13:58:39

BOOK:015317 PAGE:00751 - 00767

*Prepared by and return to:* George N. Hamrick,  
7048 Knightdale Blvd., Suite 200  
Knightdale, NC 27545

NORTH CAROLINA  
WAKE COUNTY

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
SAVANNAH OAKS MAIN HOMEOWNERS  
ASSOCIATION, INC.**

***THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS***  
is entered into this 7<sup>th</sup> day of June, 2013, between Johnny Watson Builders,  
Inc. (hereinafter "Declarant"); Savannah Oaks Main Homeowners Association, Inc.,  
(hereinafter "Association") and Jordan's Construction, Inc. (hereinafter "Jordan's") all the  
parties hereafter acquiring any of the described property.

**WITNESSETH:**

***WHEREAS***, Declarant and Jordan's are the owners of lots within a subdivision in the  
County of Wake, State of North Carolina, known as Savannah Oaks Subdivision, as shown  
on map recorded in Book of Maps 2006, Pages 684, Wake County Registry; and

***WHEREAS***, it is in the best interest of the Declarant and Jordan's and to the benefit,  
interest and advantage of every party hereafter acquiring any of the described property that  
certain covenants, conditions, easements, assessments, liens, and restrictions governing and  
regulating the use and occupancy of the Property be established; and

***WHEREAS***, Declarant and Jordan's desire to provide for the preservation of the  
values and amenities and the desirability and attractiveness of said Property; and for the  
continued maintenance and operation of any common area or retention pond.

***NOW, THEREFORE***, in consideration of the premises, the Declarant and Jordan's agree with all parties hereafter acquiring any of the Property hereinafter described, that it shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments, and liens relating to the use and occupancy thereof, which shall be construed as covenants running with the land which shall be binding on all parties acquiring any right, title, or interest in any of the Properties and which shall inure to the benefit of each Owner thereof.

**ARTICLE I  
PROPERTY SUBJECT TO THIS DECLARATION**

The Property which shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Wake, State of North Carolina, and is more particularly described as being all of the lots in Savannah Oaks Subdivision which are owned by the Declarant and Jordan's, as said lots are shown on map recorded in Book of Maps 2006, Pages 684, Wake County Registry, plus all utility, access, sign and landscape easements and retention ponds shown on the aforesaid map. The Declarant hereby subjects the heretofore described property to this Declaration and the jurisdiction of the Association. Additional properties may be subjected to these Declarations within Twenty-five (25) years from the date of this instrument.

**ARTICLE II  
DEFINITIONS**

**Section 1.** "Association" shall mean and refer to *Savannah Oaks Main Homeowners Association, Inc.*, its successors and assigns.

**Section 2.** "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 3.** "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 4.** "Permanent Common Open Space" shall consist of those areas designated on recorded plats of Savannah Oaks Subdivision as such, including, but not limited to, the streets, sign easements, center island landscape easements, sight triangles, retention pond/ponds and access easements. The Association is also responsible for

continuous maintenance within the sign easements, retention basins, center island and access easements and landscape easements. Utility easement maintenance shall be the responsibility of the owner. The Declarant and Jordan's will convey all Permanent Common Open Space shown on the various plats of the subdivision to the Association. The purpose of this agreement, Permanent Common Open Space, shall also be interpreted to include the streets located in Savannah Oaks Subdivision as shown on the recorded map. The Association shall be responsible for the repair, maintenance and repaving of the streets within Savannah Oaks Subdivision as shown on recorded map, until such time as said streets are accepted for maintenance by the North Carolina Department of Transportation.

**Section 5.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Permanent Common Open Space.

**Section 6.** "Declarant" shall mean and refer to Johnny Watson Builders, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

**Section 7.** "Common Expense" shall mean and include:

- (A) All sums lawfully assessed by the Association and its Members.
- (B) Expenses of the common area and administration, maintenance, repair, or replacement of the Permanent Common Open Space;
- (C) Expenses declared to be common expenses by the provisions of this Declaration or the By-Laws;
- (D) Expenses agreed by the members to be common expenses of the Association.
- (E) Ad valorem taxes and public assessment charges lawfully levied against common areas;
- (F) Expenses agreed by the members to be common expenses of the Association.
- (G) Utilities used in connection with the common areas.

(H) Any expense incurred by the Association to comply with the Stormwater Management/BMP Facilities Covenant entered into between the Declarant; Jordan's and Wake County.

**ARTICLE III  
PROPERTY RIGHTS**

**Section 1. Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Permanent Common Open Space and over the common open spaces for access, ingress and egress from and to public streets, walkways and parking areas and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights of an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Permanent Common Open Space to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided, however, that the Declarant will be solely responsible for dealing with the North Carolina Department of Transportation relating to the adding of the streets within the subdivision to the North Carolina Department of Transportation maintenance system.

(c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Permanent Common Open Space and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said Properties shall be subordinate to the rights of the homeowners hereunder; and

(d) the right of the Association to adopt, publish and enforce rules and regulations as provided in Article VII.

**Section 2. Delegation of Use.** Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Permanent Common Open Space and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

**Section 3. Title to the Permanent Common Open Space.** The Declarant hereby covenants that it will convey fee simple title to the Permanent Common Open Space to the Association, prior to the conveyance of the first Lot, subject to utility and storm drainage easements and other easements as may be shown on recorded map.

**Section 4. Parking Rights.** Parking may be prohibited at any time on the Permanent Common Open Space. Commercial vehicles are not allowed without written approval from the Association

**ARTICLE IV  
MEMBERSHIP AND VOTING RIGHTS**

**Section 1.** Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2.** The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Fractional voting with respect to any Lot is hereby prohibited.

Class B. The Declarant shall be Class B members and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total vote outstanding in the Class A membership equals the total vote outstanding in the Class B membership; or
- (b) upon the surrender of all Class B membership by the holder thereof or cancellation by the Association.

**ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant and Jordan's for each Lot owned within the Properties, hereby covenant and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (A) Annual assessments or charges.

- (B) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. All assessments relating to common open spaces shall be shared equally by the owners of each Lot.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and, in particular, for the acquisition, improvement and maintenance of the Permanent Common Open Space, including the maintenance, repair and reconstruction of streets, driveways and walks situated on the Permanent Common Open Space, such maintenance to include the cutting and removal of weeds and grass and the removal of trash and rubbish or any other maintenance or for the use and enjoyment of the Permanent Common Open Space, including but not limited to, the cost of repairs, replacement and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Permanent Common Open Space, the procurement and maintenance of insurance in accordance with this Declaration, the employment of attorneys to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements including, without limiting, the generality of the foregoing, signs, paving, grading, landscaping and any other major expense for which the Association is responsible, and such other needs as may arise.

**Section 3. Reserves.** The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common area and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.

**Section 4. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$450.00 per lot.

- (A) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of membership by up to twenty percent (20%) of the previous year's assessment.
- (B) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the increase permitted in Section 3(a) above by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members no less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (C). The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**Section 5. Special Assessment 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 Permanent Common Open Space, and in connection with exterior maintenance, 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 each class Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

**Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of

membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7. Uniform Rate of Assessment.** Both annual and special assessments shall, except as herein otherwise specifically provided, be fixed at a uniform rate for all Lots and shall be collected on an annually basis, provided, however, that the assessment for Lots owned by Declarant which are not occupied as a residence, may be a lesser amount as fixed by the Board of Directors of the Association.

**Section 8. Date of Commencement of Annual Assessments; Due Dates.** The annual assessment for each lot in said subdivision shall not commence until such time as a residence has been constructed on said lot and said lot and residence have been conveyed by the builder of said residence to the first individual owner of said lot and residence. Upon that conveyance, the annual assessment provided for herein shall commence as to that lot on the first day of the month following the conveyance of said lot. Such annual assessment shall be paid ratably on a monthly basis. The Board of Directors shall fix the amount of the 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 due 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 that the assessments on a specified lot have been paid. Any certificate so given shall be conclusive evidence of payment of the assessment state therein. No assessments shall be assessed against either the Declarant or a general contractor building a house on a lot in said subdivision.

**Section 9. 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 six (6%) percent per annum, plus a late fee as determined by the Association. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property in the same manner in which Deeds of Trust may be foreclosed under Power of Sale pursuant to Chapter 45 of the North Carolina General Statutes, or its successors, and, in either event, interest, costs, and reasonable attorney's fees of any such action shall be added to the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Permanent Common Open Space or abandonment of his Lot. Should any deficiency remain after the foreclosure, the Association may also bring an action against the Owner for said deficiency.



**Section 10. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and *ad valorem* taxes. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 11. Exempt Property.** All Property dedicated to, and accepted by, a local public authority and all Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

**Section 12. Cash Contribution Fund.** At the time of the closing of the sale of a lot and residence by the Builder to a homeowner, a sum equal to at least six (6) months assessment for each unit shall be collected from the homeowner and transferred to the Association. Amounts paid into the fund shall not be considered advance of regular assessments.

**Section 13. Fines.** The board may impose fines against any lot, provided that the association shall not impose any fines without first notifying the owner of the offending residential lot in writing of the specific violation, which written notice shall also provide for a specific period of time for said offending owner to cure the indicated violation without incurring a fine. Such fines shall be a lien against the owner's lot. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the fine. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the association may otherwise be legally entitled; however, any fine paid by the offending owner shall be deducted from or offset against any damages that the association might otherwise be entitled to recover by law from such owner. Fines shall be as follows:

- (A) First noncompliance or violation: a fine of not less than \$50.00.
- (B) Second noncompliance or violation: a fine not in excess of \$100.00.
- (C) Third and subsequent noncompliance or violation or violations that are of a continuing nature: a fine of not less than \$100.00 per week for continued violation or noncompliance.

**ARTICLE VI  
ARCHITECTURAL AND APPEARANCE CONTROL**

Restrictions regarding Architectural and Appearance Control have previously been established by restrictive covenants recorded in Book 11941, Page 1806, Wake County Registry, and those Architectural and Appearance Control as set out in said restrictive covenants shall be enforced by the Architectural Committee provided for herein or, in its absence, the Association.

**ARTICLE VII  
USE RESTRICTIONS**

Restrictions regarding use have previously been established by the restrictive covenants recorded in Book 11941, Page 1806, Wake County Registry and said use restrictions shall be enforced by the Homeowners Association, as provided in said restrictive covenants. Provided, however, that the Board of Directors of the Association shall have the power to formulate, publish and enforce additional reasonable rules and regulations concerning the use and enjoyment of each lot and the common area, including, but not limited to, levying fines and penalties.

**ARTICLE VIII  
ANNEXATION OF ADDITIONAL PROPERTIES**

**Section 1.** Annexation of additional property shall require approval from the appropriate governmental authority, and shall be required to occur within twenty-five (25) years from the date of this instrument, provided, however, that all annexations of additional properties to the original development described in Article I hereof must contain a minimum of five (5) acres, be contiguous to the property described in Article I hereof or property previously annexed. Provided further, that no annexation of additional property shall have the effect of placing the original development in violation of the appropriate governmental ordinances.

**Section 2.** Annexation of additional Properties shall be accomplished by recording in the Wake County Registry a Declaration of Annexation, duly executed, describing the lands annexed and incorporating the provisions of this Declaration, either by reference or by fully setting out said provisions of this Declaration. The additional lands shall be deemed annexed to the Properties on the date of recordation of the Declaration of Annexation, and in the case of an annexation by the Declarant, no action or consent on the part of the Association or any other person or entity shall be necessary to accomplish the annexation, except approval by the governmental authority.

**Section 3.** Prior to the conveyance of the first lot in any newly annexed area, the Declarant shall deliver to the Association one or more deeds conveying fee simple title to any Permanent Common Open Space within the lands annexed.

**ARTICLE IX  
INSURANCE**

**Section 1.** Any insurance coverage obtained by the Association on the Property shall be governed by the following provisions:

- (A) **Ownership of Policies.** All insurance policies upon the common area shall be purchased by the Association for the benefit of all the Association and the Owners.
  
- (B) **Coverage.** All buildings and improvements and all personal property included in the Permanent Common Open Space and facilities shall be insured in an amount equal to one hundred (100%) percent insurable replacement value, as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:
  - (i) Loss or damage by fire and other hazards covered by the standard coverage endorsement.
  
  - (ii) Such other risks as from time to time shall be customarily covered with respect to buildings on the land, if any.
  
  - (iii) Such policies shall contain clauses providing for waiver of subrogation.
  
- (C) **Liability.** Public liability insurance may be secured by the Association with limits of liability of no less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and shall include an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary.

- (D) **Premiums.** Premiums for insurance policies purchased by the Association shall be paid by the Association and charged to the Owners as an assessment according to the provisions of Article V above.
  
- (E) **Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustees under this Declaration. The sole duty of the Association as insurance trustees shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or stated in the By-Laws and for the benefit of the Owners and their mortgagees in the following shares:
  - (i) Proceeds on account of damage to Permanent Common Open Space and facilities held for the Association.
  - (ii) In the event a mortgagee endorsement has been issued for any Lot, the share of the Owner shall be held in trust for the mortgagee and the Owner as their interests may appear.

**Section 2. Distribution of Insurance Proceeds.** Proceeds of insurance policies received by the Association as insurance trustees shall be distributed to or for the benefit of the beneficial Owners in the following manner:

- (A) **Expense of the Trust.** All expenses of the insurance trustees shall be first paid or provisions made therefor.
  
- (B) **Reconstruction or Repair.** The remaining proceeds shall be paid to defray the cost of repairs. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners as above provided.
  
- (C) **Fidelity Insurance or Bond.** All persons responsible for or authorized to expend funds, or otherwise deal in the assets of the Association or those held in trust, shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to six (6) months' assessments plus reserves accumulated.

**ARTICLE X  
GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association 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 or hereafter imposed by the provisions of this Declaration. Failure by the Association 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 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

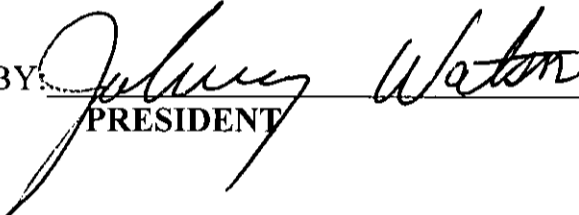
**Section 3. Amendment.** These covenants and restrictions shall run with, burden, and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot owners.

If any amendment to these covenants, conditions, and restrictions is executed, each such amendment shall be delivered to the Board of Directors of this Association. Thereupon, the Board of Directors shall, within thirty (30) days, do the following:

- (A) Reasonably assure itself that the amendment has been executed by the Owners of the required number of Lots. (For this purpose, the Board may rely on its roster of Members and shall not be required to cause any title to any Lot to be examined.)
- (B) Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are executed. The following form of certification is suggested:

**CERTIFICATION OF VALIDITY OF AMENDMENT TO  
COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
SAVANNAH OAKS MAIN HOMEOWNERS ASSOCIATION,  
INC.**

SAVANNAH OAKS MAIN  
HOMEOWNERS ASSOCIATION, INC.

BY:   
PRESIDENT

**Section 4. Management and Contract Rights of Association.** Declarant and Jordan's may enter into a contract with a Management company manager for the purpose of providing all elements of the operation, care, supervision, maintenance, and management of the property. However, no such contract shall be binding upon the Association except through express adoption, or ratification of the terms and conditions of such contract. Any contract or lease entered into by Declarant and Jordan's or by the Association while Declarant and Jordan's are in control thereof shall contain a provision allowing the Association to terminate such contract without justification or penalty after transfer or management by Declarant and Jordan's to the Association.

**Section 5. Rights of Noteholders.** Any institutional holder of a first mortgage on a Lot will, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of its fiscal year, (c) receive written notice of all meetings of the Association and right to designate a representative to attend all such meetings, (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage, (e) receive written notice of any sixty-day (60) delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage, (f) receive notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owners' Association, (g) receive written notice of any proposed action that requires the content of a specified percentage of mortgage holders, and (h) be furnished with a copy of the master insurance policy.

***IN WITNESS WHEREOF***, the Declarant; Jordan's and the Association have caused this instrument to be executed, by the authority of its Board of Directors, this 7<sup>th</sup> day of June, 2013.

**DECLARANT: JOHNNY WATSON BUILDERS, INC.**

By: *Johnny Watson*  
President

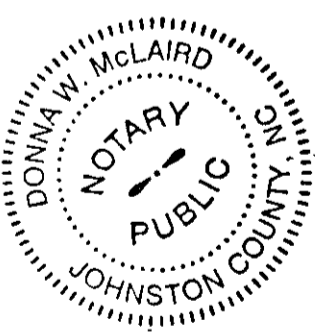
**SAVANNAH OAKS MAIN  
HOMEOWNERS ASSOCIATION, INC.**

By: *Johnny Watson* (SEAL)  
President

**JORDAN'S CONSTRUCTION, INC.**

By: *[Signature]* (SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF Wake



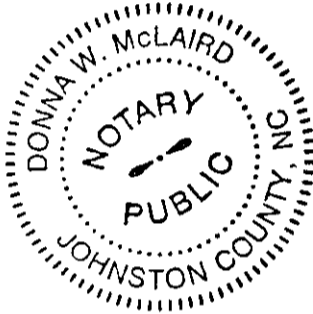
I, a Notary Public of the County and State aforesaid, certify that **Johnny Watson**, personally came before me this day and acknowledged that he is President of **Johnny Watson Builders, Inc.**, a North Carolina corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation

WITNESS my hand and official stamp or seal this 7<sup>th</sup> day of June, 2013.

My commission expires: 4-13-2018

*Donna W. McLaIRD*  
Notary Public

STATE OF NORTH CAROLINA  
COUNTY OF Wake



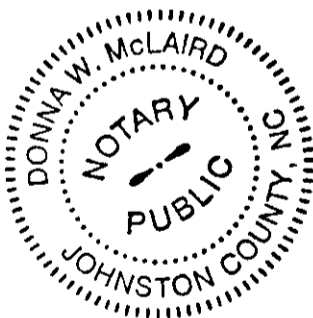
I, a Notary Public of the County and State aforesaid, certify that **Johnny Watson**, personally came before me this day and acknowledged that he is President of **Savannah Oaks Main Homeowners Association, Inc.**, a North Carolina corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation

WITNESS my hand and official stamp or seal this 7th day of June, 2013.

My commission expires: 4-13-2018

Donna W. McLaIRD  
Notary Public

STATE OF NORTH CAROLINA  
COUNTY OF Wake



I, a Notary Public of the County and State aforesaid, certify that Mike Jordan, personally came before me this day and acknowledged that he is President of **Jordan's Construction, Inc.**, a North Carolina corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation

WITNESS my hand and official stamp or seal this 17th day of June, 2013.

My commission expires: 4-13-2018

Donna W. McLaIRD  
Notary Public





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**Yellow probate sheet is a vital part of your recorded document.  
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds  
Laura M. Riddick  
Register of Deeds**

**This Customer Group**  
\_\_\_\_\_ # of Time Stamps Needed

**This Document**  
\_\_\_\_\_ New Time Stamp  
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