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FORSYTH CO, NC FEE \$26.00
PRESENTED & RECORDED:

05-05-2021 02:30:15 PM

LYNNE JOHNSON
REGISTER OF DEEDS
BY: ANGELA BOOE, DPTY

BK: RE 3607
PG: 2434-2438

Amended and Restated Restrictive Covenants

NON-STANDARD DOCUMENT

DRAFTED BY: W. SCOTT CRAVER

MAIL TO: _____

**THIS DOCUMENT REPLACES IN ITS ENTIRETY THE PREVIOUS RESTRICTIONS
RECORDED IN BOOK 3586/ PAGES 886-890**

FORSYTH COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that Heritage Oaks Holdings, LLC, hereinafter referred to as "Developer", does hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the numbered lots shown on the plat of Heritage Oaks, Section II as recorded in Plat Book 73 Page 65, in the Office of the Register of Deeds of Forsyth County, North Carolina; as whereas, the Developer desires to impose certain restrictions and conditions upon present and future owners of said lots;

NOW, THEREFORE, the undersigned hereby covenant and agree for themselves and their heirs, successors and/or assigns, with all persons, firms, corporations, or other parties hereafter acquiring title to lots in the aforesaid development, that all of the said lots are hereby subjected to the following restrictions and conditions as to the use thereof, said conditions and restrictions to be appurtenant to and to run with all the lots in said development, by whomsoever owned.

1. USE OF LOTS: No lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family residence and its customary accessory buildings and uses.

2. SUBDIVISION OF LOTS: No residence shall be erected on less than one lot and no lot shall be subdivided except that two owners may subdivide a lot between them, but only one residence shall be built on the combined original and subdivided portion of any lots.

3. DWELLING RESTRICTIONS - No single-family dwelling shall be built, erected, altered or used unless it shall contain at least 1,600 square feet of heated and finished floor space, to be measured from outside wall lines, for the main body of the structure, exclusive of porches, garages, terraces, and basements, if the structure is a one-story dwelling. A two-story dwelling shall contain at least 2,000 square feet of floor space as measured above. A one and one-half (1 1/2)-story dwelling shall contain at least 1,800 square feet of floor space as measured above. Split-level and split-foyer homes are not permitted. The only permitted exterior materials shall be brick, stone, cement siding, and vinyl siding and boxing. Vinyl siding, shakes and trim are limited on the front elevation to a percentage of front wall surface that does not exceed 25% of said area. (Main covering for the front elevation should be brick, stone, or cement siding)

Original to: W. Scott Craver

4. **SET BACK RESTRICTIONS:** Structures shall be located on the lots in accordance with local zoning ordinance and the setbacks approved by the Forsyth County Codes.

5. **DRIVEWAYS:** All driveways shall be paved or concrete.

6. **ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and provided they are not permitted to become a nuisance to the neighborhood.

7. **GARAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as dumping ground for refuse or rubbish. Trash, garbage or other waste 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.

8. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

9. **OUTBUILDINGS/POOLHOUSES:** Accessory structures located on the property shall be permitted and meet Forsyth County Building Codes. The accessory structure must be made from the approved materials list and conform to the character of the neighborhood.

10. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat. The Developer reserves for itself and it assigns an easement over all platted lots for the purpose of maintenance of the erosion control structures located on any lot for as long as such structures are required by erosion control ordinance.

11. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. **PARKING:** The parking on the streets or driveways of trucks, tractor trailers, any commercial vehicles, boats, marine craft, trailers, campers, motor homes, motorcycles or any unregistered/unlicensed vehicles overnight is prohibited within the development. All such vehicles shall be parked inside enclosed garages. Only non-commercial automobiles, pickup trucks, or suvs are permitted to be parked in the driveways overnight. Parking on yards is prohibited.

14. **SCREENING:** The erection of clothes lines, the maintenance of exterior garbage cans, the storage of boats, campers, and trailers must be stored in a screened enclosure, either man-made or natural, and shall not be permitted to be in clear view of a public street.

15. **ANTENNAE:** One satellite dish per lot not to exceed thirty-six (36) inches in diameter may be installed on the rear or side walls at least fifteen (15) feet behind the front wall of the dwelling.

16. **FENCING:** No chain link or other restraining type fencing may be erected nearer the front property line than the front wall of the single-family dwelling thereon. In the case of a corner lot no chain link or other restraining type fencing may be erected closer than 20 feet to the side street. Only chain link, wood, vinyl, aluminum, stone, brick, or wrought iron fencing is permitted. The "smooth" side of the fencing material shall be facing the outside of the Lot upon which the fence is located. All metal fencing must have either a black or dark green coating.

17. **MAILBOXES:** The Development is approved for a collective mailbox unit (CBU) to be located in the right of way. The developer reserves the right to relocate from initial plat location. The maintenance and replacement costs shall be equally divided between homeowners that utilize the box. Each lot owner by accepting a deed to property within the

development, hereby covenants that they will pay a prorated share of the costs to maintain the CBU. The timing and style of replacement shall be voted on by homeowners with a majority needed to not approve replacement.

18. **STREETS:** All streets in this development have been constructed as public streets, meeting the standards of the North Carolina Department of Transportation (NCDOT) for subdivision streets. The developer has dedicated a right of way, as shown on the recorded map referred to above, having a width of a least fifty (50) feet. As of the date of the recording of this map, the streets have been inspected by the District Engineer of the NCDOT and certified as having been planned and constructed according to NCDOT standards, including those relating to grading, roadbed, paving and drainage.

The streets may be accepted by the NCDOT for addition to the State Highway System as state maintained roads upon petition presented by affected lot owners when a sufficient percentage of the lots individually owned and there are a sufficient number of occupied dwellings for each applicable segment of street. Reference is made to the regulations of the NCDOT for a more complete discussion of procedures regulating the admission of streets to the state system.

Following such a petition, the streets will be re-inspected by the NCDOT to insure that they continue to meet all state standards, including condition of rights-of-way and drainage ditches and swells.

Nothing, including but not limited to, walls, fences, gates, timbers, trees or plants, shall be erected, placed or permitted to remain in any portion of the street right-of-way or related sight or drainage easements as shown on the recorded map of this development. No drainage ditch or swells shall be filled, tiled or altered in any way except in accordance with the standards of the NCDOT.

Each lot owner within the development shall at their own expense: 1) maintain the portion of the dedicated public right of way that is located between the paved streets and the lot they own, including but not limited to, seeding, mowing, trimming, and installing, replacing, removing and/or repairing structures within said portion of the dedicated right of way so that the streets within the development can be accepted for maintenance by NCDOT. The Developer shall maintain the paved streets within the development until such time that there is sufficient number of residents within the development for the roads to qualify to be taken over by NCDOT for maintenance. Thereafter, until the roads are accepted by NCDOT for maintenance, each owner of a residence within the development shall pay a prorated share (total cost of repairs divided by the total number of residences within the development) of the costs to maintain and repair the paved streets, or any portion thereof, within the dedicated right of way of the development as required by NCDOT for the roads to be accepted for maintenance.

19. **STATE STORMWATER MANAGEMENT PERMIT:** Each lot owner within the development, by purchasing a lot, recognizes that the development is restricted by a North Carolina State Stormwater Management Permit (Permit SW4201101).

1. *The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW4201101, as issued by the Division of Energy, Mineral and Land Resources under the Stormwater Management Regulations.*
2. *The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.*
3. *These covenants are to run with the land and be binding on all persons and parties claiming under them.*
4. *The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Energy, Mineral and Land Resources.*
5. *Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Energy, Mineral and Land Resources.*
6. *The maximum allowable built-upon area per lot is 3800 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.*
7. *In the case of a lot within CAMA's regulated AEC, where the Division of Coastal Management calculates a different maximum allowable built-upon area for that lot than is shown herein, the governing maximum built-upon area for that lot shall be the most restrictive of the two.*

8. *Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings is strictly prohibited by any persons.*
9. *Each lot will maintain a 30* foot wide vegetated buffer between all impervious areas and surface waters.*
10. *All roof drains shall terminate at least 30* foot from the mean high water mark of surface waters.*

Therefore, no person shall erect, modify or add a structure nor alter the design water flow in a substantial manner that violates said permit. The lot owner further agrees to rectify any violation created by them at their own expense. The Developer intends to transfer the ongoing maintenance to the homeowners collectively within the development at the appropriate time there is sufficient density. This will require the approval of the NCDENR.

20. DEVELOPMENT ENTRANCE: There is no current signage or entry landscaping planned but in the event that the Developer or lot owners (by majority vote) elect to install said feature then each lot owner by accepting a deed to property within the development, hereby covenants that they will pay a prorated share of the costs of the development entrance structures, landscaped beds and plantings located within the sign easements as shown on the recorded plat. Developer agrees to pay full costs to construct in the event that Developer elects to install an entrance.

21. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

22. DEVELOPER'S RIGHT OF MODIFICATION: The Developer has developed this subdivision pursuant to a general plan or scheme of development and does not intend to abandon this general plan. However, the Developer reserves the right to cancel, modify, or change any of the above restrictions by the written consent of the Developer, which written consent shall be duly executed, acknowledged, and recorded in the Office of the Register of Deeds of Forsyth County, North Carolina and which written consent may be given or withheld within the uncontrolled and sole discretion of the Developer as the Developer may deem best for the general plan or scheme of development.

23. APPLICABLE PERIOD: The foregoing covenants, restrictions and conditions shall remain in full force and effect for a term of twenty (20) years from the date this Declaration is recorded, at which time said covenants, restrictions and conditions shall be automatically extended for successive period of five (5) years unless by a vote of majority of then owners of the lots agreeing to change the said covenants on whole or in part. It is expressly understood and agreed between the Developer and all subsequent purchasers of lots in the development, that all conveyances of a lot or lots in said development are made subject to the foregoing covenants, conditions, and restrictions, and that they are for the protection and general welfare of the development and shall be covenants running with the land and binding upon all parties purchasing lots in said development and their heirs, successors, assigns, administrators or executors.

24. ADDITIONAL PROVISIONS: No captions or titles in this Declaration of Restrictive Covenants shall be considered in the interpretation of any of the provisions hereof.

In case of conflict between any of the foregoing and any Zoning Ordinances for exceptions hereto which may lawfully be made by the Zoning Board of Adjustment or laws which may be in effect, or which may hereafter be enacted, such Zoning Ordinances or laws shall control.

Invalidation of any one of these covenants, restrictions or conditions by judgement or Court Order shall in no ways affect of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Heritage Oaks Holdings, LLC, has caused this document to be executed and sealed by its representative on this the _____ day of _____, 2020.

HERITAGE OAKS HOLDINGS, LLC

BY: W. Scott Craver (SEAL)

Its: member mgr.

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

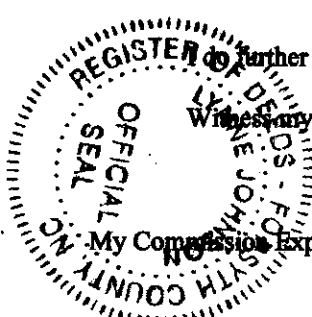
Olivia Doyle Asst. Register of Deeds, a notary public of Forsyth County, North Carolina, do hereby certify that W. Scott Craver member / manager of Heritage Oaks Holdings, LLC

do further certify that I am not a party to the attached instrument.

Witness my hand and notarial seal or stamp this 5 day of May, 2021.

LYNNE JOHNSON, REGISTER OF DEEDS

Olivia Doyle Asst.
Register of Deeds



My Commission Expires: N/A

NORTH CAROLINA - FORSYTH COUNTY

The forgoing certificate of _____ is certified to be correct.
This instrument and this certificate are duly registered at _____ and recorded in Book _____, Page _____.
This _____ day of _____, 20_____.

REGISTER OF DEEDS FOR FORSYTH COUNTY

By: _____
Deputy/Assistant



2021006934 00112

FORSYTH CO, NC FEE \$26.00
PRESENTED & RECORDED.

02-11-2021 12:10:53 PM

LYNNE JOHNSON
REGISTER OF DEEDS
BY: ANGELA BOOE, DPTY

See "Amended and Restated Restrictive Covenants"
of record in Deed Book 3607, Page 2434-2438.

BK: RE 3586
PG: 886-890

THIS DOCUMENT IS NO LONGER APPLICABLE.

Deed Restrictions

DRAFTED BY: W. SCOTT CRAVER

MAIL TO: _____

FORSYTH COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that Heritage Oaks Holdings, LLC, hereinafter referred to as "Developer", does hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the numbered lots shown on the plat of Heritage Oaks, Section II as recorded in Plat Book 3586 Page 886-890, in the Office of the Register of Deeds of Forsyth County, North Carolina; as whereas, the Developer desires to impose certain restrictions and conditions upon present and future owners of said lots;

NOW, THEREFORE, the undersigned hereby covenant and agree for themselves and their heirs, successors and/or assigns, with all persons, firms, corporations, or other parties hereafter acquiring title to lots in the aforesaid development, that all of the said lots are hereby subjected to the following restrictions and conditions as to the use thereof, said conditions and restrictions to be appurtenant to and to run with all the lots in said development, by whomsoever owned.

1. USE OF LOTS: No lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family residence and its customary accessory buildings and uses.

2. SUBDIVISION OF LOTS: No residence shall be erected on less than one lot and no lot shall be subdivided except that two owners may subdivide a lot between them, but only one residence shall be built on the combined original and subdivided portion of any lots.

Original to: Scott Craver

3. DWELLING RESTRICTIONS - No single-family dwelling shall be built, erected, altered or used unless it shall contain at least 1,600 square feet of heated and finished floor space, to be measured from outside wall lines, for the main body of the structure, exclusive of porches, garages, terraces, and basements, if the structure is a one-story dwelling. A two-story dwelling shall contain at least 2,000 square feet of floor space as measured above. A one and one-half (1 1/2)-story dwelling shall contain at least 1,800 square feet of floor space as measured above. Split-level and split-foyer homes are not permitted. The only permitted exterior materials shall be brick, stone, cement siding, and vinyl trim. Vinyl and cedar shakes, may also be used providing the percentage of exterior wall surface covered by the shakes does not exceed 25% of any one of the four exterior elevations. (Each one of the four exterior elevations may have up to 25% covered in siding or shakes, but no one elevation can have more than 25%.)

4. SET BACK RESTRICTIONS: Structures shall be located on the lots in accordance with local zoning ordinance and the setbacks approved by the Forsyth County Codes.

5. DRIVEWAYS: All driveways shall be paved or concrete.

6. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and provided they are not permitted to become a nuisance to the neighborhood.

7. GARAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as dumping ground for refuse or rubbish. Trash, garbage or other waste 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.

8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

9. OUTBUILDINGS/POOLHOUSES: Accessory structures located on the property shall be permitted and must meet Forsyth County Building Codes. The accessory structure must be made from the approved materials list identified in paragraph #3 and conform to the character of the neighborhood.

10. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat. The Developer reserves for itself and it assigns an easement over all platted lots for the purpose of maintenance of the erosion control structures located on any lot for as long as such structures are required by erosion control ordinance.

11. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. PARKING: The parking on the streets or driveways of trucks, tractor trailers, any commercial vehicles, boats, marine craft, trailers, campers, motor homes, motorcycles or any unregistered/unlicensed vehicles overnight is prohibited within the development. All such vehicles shall be parked inside enclosed garages. Only non-commercial automobiles, pickup trucks, or suvs are permitted to be parked in the driveways overnight. Parking on yards is prohibited.

14. SCREENING: Exterior clothes lines and garbage cans, boats, campers, and trailers must be stored in a screened enclosure, either man-made or natural, and shall not be permitted to be in clear view of a public street.

15. ANTENNAE: One satellite dish per lot not to exceed twenty-four (24) inches in diameter may be installed on the rear or side walls at least fifteen (15) feet behind the front wall of the dwelling.

16. FENCING: No chain link or other restraining type fencing may be erected nearer the front property line than the front wall of the single-family dwelling thereon. In the case of a corner lot no chain link or other restraining type fencing may be erected closer than 20 feet to the side street. Only chain link, wood, vinyl, aluminum, stone, brick, or wrought iron fencing is permitted. The "smooth" side of the fencing material shall be facing the outside of the Lot upon which the fence is located. All metal fencing must have either a black or dark green coating.

17. MAILBOXES: The Development is approved for a collective mailbox unit (CBU) to be located in the right of way. The developer reserves the right to relocate from initial plat location. The maintenance and replacement costs shall be equally divided between homeowners that utilize the box. Each lot owner by accepting a deed to property within the development, hereby covenants that they will pay a prorated share of the costs to maintain the CBU. The timing and style of replacement shall be voted on by homeowners with a majority needed to not approve replacement.

18. STREETS: All streets in this development have been constructed as public streets, meeting the standards of the North Carolina Department of Transportation (NCDOT) for subdivision streets. The developer has dedicated a right of way, as shown on the recorded map referred to above, having a width of a least fifty (50) feet. As of the date of the recording of this map, the streets have been inspected by the District Engineer of the NCDOT and certified as having been planned and constructed according to NCDOT standards, including those relating to grading, roadbed, paving and drainage.

The streets may be accepted by the NCDOT for addition to the State Highway System as state maintained roads upon petition presented by affected lot owners when a sufficient percentage of the lots individually owned and there are a sufficient number of occupied dwellings for each applicable segment of street. Reference is made to the regulations of the NCDOT for a more complete discussion of procedures regulating the admission of streets to the state system.

Following such a petition, the streets will be re-inspected by the NCDOT to insure that they continue to meet all state standards, including condition of rights-of-way and drainage ditches and swells.

Nothing, including but not limited to, walls, fences, gates, timbers, trees or plants, shall be erected, placed or permitted to remain in any portion of the street right-of-way or related sight or drainage easements as shown on the recorded map of this development. No drainage ditch or swells shall be filled, tiled or altered in any way except in accordance with the standards of the NCDOT.

Each lot owner within the development shall at their own expense: 1) maintain the portion of the dedicated public right of way that is located between the paved streets and the lot they own, including but not limited to, seeding, mowing, trimming, and installing, replacing, removing and/or repairing structures within said portion of the dedicated right of way so that the streets within the development can be accepted for maintenance by NCDOT. The Developer shall maintain the paved streets within the development until such time that there is sufficient number of residents within the development for the roads to qualify to be taken over by NCDOT for maintenance. Thereafter, until the roads are accepted by NCDOT for maintenance, each owner of a residence within the development shall pay a prorated share (total cost of repairs divided by the total number of residences within the development) of the costs to maintain and repair the paved streets, or any portion thereof, within the dedicated right of way of the development as required by NCDOT for the roads to be accepted for maintenance.

19. DEVELOPMENT ENTRANCE: There is no current signage or entry landscaping planned but in the event that the Developer or lot owners (by majority vote) elect to install said feature then each lot owner by accepting a deed to property within the development, hereby covenants that they will pay a prorated share of the costs of the development entrance structures, landscaped beds and plantings located within the sign easements as shown on the recorded plat. Developer agrees to pay full costs to construct in the event that Developer elects to install an entrance.

20. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

21. DEVELOPER'S RIGHT OF MODIFICATION: The Developer has developed this subdivision pursuant to a general plan or scheme of development and does not intend to abandon this general plan. However, the Developer reserves the right to cancel, modify, or change any of the above restrictions by the written consent of the Developer, which written consent shall be duly executed, acknowledged, and recorded in the Office of the Register of Deeds of Forsyth County, North Carolina and which written consent may be given or withheld within the uncontrolled and sole discretion of the Developer as the Developer may deem best for the general plan or scheme of development.

22. APPLICABLE PERIOD: The foregoing covenants, restrictions and conditions shall remain in full force and effect for a term of twenty (20) years from the date this Declaration is recorded, at which time said covenants, restrictions and conditions shall be automatically extended for successive period of five (5) years unless by a vote of majority of then owners of the lots agreeing to change the said covenants on whole or in part. It is expressly understood and agreed between the Developer and all subsequent purchasers of lots in the development, that all conveyances of a lot or lots in said development are made subject to the foregoing covenants, conditions, and restrictions, and that they are for the protection and general welfare of the development and shall be covenants running with the land and binding upon all parties purchasing lots in said development and their heirs, successors, assigns, administrators or executors.

24. ADDITIONAL PROVISIONS: No captions or titles in this Declaration of Restrictive Covenants shall be considered in the interpretation of any of the provisions hereof.

In case of conflict between any of the foregoing and any Zoning Ordinances for exceptions hereto which may lawfully be made by the Zoning Board of Adjustment or laws which may be in effect, or which may hereafter be enacted, such Zoning Ordinances or laws shall control.

Invalidation of any one of these covenants, restrictions or conditions by judgement or Court Order shall in no ways affect of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Heritage Oaks Holdings, LLC, has caused this document to be executed and sealed by its representative on this the _____ day of _____, 2020.

HERITAGE OAKS HOLDINGS, LLC

BY: _____ (SEAL)

Its: Winston Scott Craver, member mgr

STATE OF NORTH CAROLINA – COUNTY OF FORSYTH

Olivia Doyle Asst. Register of Deeds, a notary public of Forsyth County, North Carolina,
do hereby certify that Winston Scott Craver member/manager of
Heritage Oaks Holdings, LLC

do further certify that I am not a party to the attached instrument.

Witness my hand and notarial seal or stamp this

11 day of February, 2021

LYNNE JOHNSON, REGISTER OF DEEDS

Olivia Doyle Asst. Register of Deeds
Olivia Doyle Register of Deeds

Commission exp. date n/a

personal knowledge



My

Commission

Expires:

NORTH CAROLINA - FORSYTH COUNTY

The forgoing certificate of _____ is certified to be correct.

This instrument and this certificate are duly registered at _____ and recorded in Book _____, Page _____.

This _____ day of _____, 20_____.

REGISTER OF DEEDS FOR FORSYTH COUNTY

By:

Deputy/Assistant