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GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

NC FEE \$162.00

NORTH CAROLINA

**AMENDED AND RESTATED
RESTRICTIVE COVENANTS FOR
SANFORDS CREEK**

GUILFORD COUNTY

PREPARED BY AND MAIL TO:

Donato Law, PC: 2016-A New Garden Rd., Greensboro, NC 27410

KNOW ALL MEN BY THESE PRESENTS that SILVERSTEIN CONSTRUCTION CORP., a North Carolina Corporation, hereinafter referred to as "Declarant", of Guilford County, North Carolina, does hereby covenant and agree that the lots described below located in DEEP RIVER Township, Guilford County, North Carolina, shall be and they are hereby subject to the following Restrictive Covenants running with the land as to the use thereof and by whomsoever owned. Said lots restricted being more particularly described as follows:

BEING ALL OF the lots in SANFORDS CREEK SUBDIVISION, Phases One and Two as shown on the plats thereof recorded in Plat Book(s)161 at Page(s)102 and 103 and Books 192 at Page 66 in the Office of the Register of Deeds of Guilford County, North Carolina.

General Covenants

The Restrictive Covenants hereby imposed are as follows:

SECTION 1. Said lots shall be used for residential purposes only, and no structure shall be erected or allowed to remain on any lot except for one single family dwelling not to exceed two stories in height, and an attached garage for no less than two cars except as otherwise specifically approved in writing by the Declarant. All driveways servicing any constructed single family dwelling shall be paved.

SECTION 2. No dwelling shall be erected or allowed to remain on a Lot if the heated area of the main structure shall be less than 2,300 square feet. Basement and 3rd floor square footage shall be excluded from any calculation of the total required square footage. All dwellings must be built as "ENERGY STAR CERTIFIED" buildings or a similar program.

SECTION 3. No cinder blocks may be used in the exposed

Submitted electronically by "Donato Law, PC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Guilford County Register of Deeds.

exterior of the foundation of any dwelling or outbuilding erected on any lot.

SECTION 4. No fence shall be erected or allowed to remain on any lot if any portion thereof shall extend in front of the rear building line of the main structure. All fences must be approved by either (a) the Declarant or (b) by the SANFORDS CREEK Homeowners Association's Architectural Control Committee.

All lots shall have two Maple trees planted in the front of each home unless otherwise approved by the Architectural Control Committee

SECTION 5. Notwithstanding any of the foregoing provisions, no dwelling, outbuilding, garage, storage building, fence, or other structure shall be erected on any lot, unless a complete set of the building plans and specifications thereof, including a site plan indicating placement on the lot, exterior building materials, and elevations be submitted to, and approved prior to the commencement of any construction by either (a) the Declarant or (b) by the SANFORDS CREEK Homeowners Association's Architectural Control Committee. Any plans so submitted and not expressly disapproved within thirty (30) days of their submission shall be deemed to be accepted. The Declarant expressly reserves the right to nominate any agent for the purpose of the submission of building plans, and the approval thereof. Construction must be completed within one year from the commencement of construction. All garages, storage buildings, and other outbuildings must have an exterior substantially similar in appearance to the dwelling on the lot. All mailboxes must be of the same type selected by the Declarant.

SECTION 6. No animals shall be kept or maintained on any lot herein restricted, except for a reasonable number of household pets which shall be limited to dogs and cats.

SECTION 7. No residence of a temporary character shall be erected or allowed to remain on said property and no trailer, basement, tent, shack, garage, barn, or other outbuilding erected on said property shall be used as a residence, either permanently or temporarily.

SECTION 8. No billboards or signs shall be erected or allowed to remain on said property except for "For Sale" signs which shall not exceed three (3) feet in length and two (2) feet in width and the subdivision entry signs.

SECTION 9. Any motor home, trailer, or boat, or any other type of recreational vehicle must be parked in the garage, and cannot be parked or placed on or in any street, or in any side yard or drive or driveway located in any side yard of any lot; provided, further, no motor home, trailer, boat, mobile home, or modular home shall be used as a residence either permanently or temporarily.

SECTION 10. The invalidation of any one or more of the foregoing covenants and restrictions by judgment, court order, or otherwise, shall not in any way affect any of the remaining covenants and restrictions, which shall remain in full force and

effect.

SECTION 11. No lots shall be used in whole or in part for the dumping or storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye, nor shall any substance, thing or material be kept on any lot which will emit foul or obnoxious odors, or that will cause any noise that might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property. All lots shall be kept in a neat and tidy condition and shall be mowed at least three times each year, regardless of whether a home has been constructed thereon. In the event a lot has not been mowed at least three times by September 30 in any year, said lot may be mowed by the Homeowners Association and the expense thereof may be charged by the Homeowners Association to the lot owner and shall constitute a lien on said lot until paid.

SECTION 12. Deleted.

SECTION 13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

SECTION 14. Minor violations of these restrictions may be waived or released in whole or in part at any time by the approval of the Declarant.

SECTION 15. The common areas of SANFORDS CREEK shall be governed by the SANFORDS CREEK Homeowners Association so as to maintain the quality of the subdivision. The SANFORDS CREEK Homeowners Association shall be responsible for the upkeep of the subdivision signs and common area, along with easements for landscaping and roadway usage as described in Book 6182 at page 2366 in the Office of the Register of Deeds of Guilford County, North Carolina. All lot owners shall be members of the Sanford's Creek Homeowners Association and shall be subject to the rules and regulations thereof, except that the Declarant may withdraw from said Association at any time at its sole election and shall not be subject to any assessments thereof without its consent. All buyers will be assessed Sanford's Creek Homeowners Association dues at closing, prorated by quarter to begin January 1st.

SECTION 16. The SANFORDS CREEK Subdivision has a private water system and will continue to do so for the foreseeable future. All lot owners are required to hook up to and purchase their water from this water system. Nothing contained herein shall prohibit

lot owners from connecting to a public water system if such connection should become both available and required at some future time.

SECTION 17. SANFORDS CREEK Homeowners Association shall be responsible for the above-ground maintenance of all off-site septic fields located within the Common Elements. The Association shall comply with all state and local ordinances and regulations regarding the maintenance of the off-site septic fields including, but not limited to, all mowing of vegetation. The Owner of any Lot which is served by an off-site septic system shall be solely responsible for all maintenance and repair of that portion of the septic system, including the septic tank, pump line, etc., located on the Owner's lot up to the point in which the pump line enters the dedicated utility easement located in the Common Elements. In the event multiple pump lines are located in the same utility easement located in the Common Elements and there is a malfunction or failure, then and in that event it will be the responsibility of the HOA to determine which line is not functioning properly. At such time as it is determined which line is malfunctioning, the respective Lot Owner shall reimburse the HOA for any and all costs associated with the initial investigation and shall be responsible for the costs associated with the repair of the pump line. In the event of failure of any off-site septic field, the Owner served by such off-site septic field shall be responsible, at their sole cost and expense for the repair of said septic field or alternatively for the installation of an on-site septic field on the Owner's lot. In the event that the off-site septic field cannot be repaired, it shall no longer be utilized for such purpose, but the area in which the failed off-site septic field is located shall remain a Common Element to be maintained and regulated by the Association.

SECTION 18. Prohibition of Renting for Transient or Hotel Purposes. No Owner shall rent his Lot for transient or hotel purposes, which, for the purposes of this Declaration shall be defined as either a rental for any period less than one hundred eighty (180) days or any rental if the lessee of the Lot is provided customary hotel services; provided, however, an Owner may rent his Lot for a shorter term, not less than five (5) days for up to two times within a calendar year. Each permitted lease shall be in writing and shall be subject to this Declaration, the Bylaws, and the Rules and Regulations adopted hereunder and any failure of the lessee to comply with

the terms of such documents shall be a default under the lease. Other than the foregoing restrictions, each Owner shall have the full right to lease all or any portion of his Lot.

Section 19. Nuisances. No activity deemed noxious or offensive by vote of the Sanford's Creek Homeowners Association shall be carried on upon any Lot or within the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as determined by the Sanford's Creek Homeowners Association. Examples shall include but not be limited to, the origination or emission of any loud noise or vibration, the maintenance of unsightly outdoor storage of personal property not in keeping with the aesthetic character and high level of appearance of the community.

SECTION 20. Declarant, its successors and assigns, shall make all final interpretations as to the meaning and intent of these covenants.

ASSOCIATION AND RELATED MATTERS

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to Sanford's Creek Homeowners Association, its successors and assigns.

SECTION 2. "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, 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 hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Area" shall mean all real property and interests in real property (including easements) owned by the Association for the common use and enjoyment of the Owners. The Common Area at the time of the conveyance of the first Lot specifically includes the Walking Trails which shall be the sole responsibility of the Sanfords Creek Homeowners Association.

SECTION 5. "Member" shall mean and refer to every person or entity who holds membership with voting rights in the Association.

SECTION 6. "Declarant" shall mean and refer to Silverstein Construction Corp., its successors and assigns.

SECTION 7. "Lot" shall mean and refer to any numbered parcel or plot of land shown upon any recorded subdivision map of the Properties.

ARTICLE II

PROPERTY RIGHTS: OWNERS' EASEMENTS OF ENJOYMENT

Every Owner shall have a right and easement of enjoyment in and to the Common Area which 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) consecutive days for any infraction of its published rules and

regulations;

(b) the right of the Association to grant easements and rights-of-way and to dedicate all or any part of the Common Area to any public agency, authority or utility (including any entity authorized by the City of Greensboro or Guilford County to supply cable television service) for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Association. No such dedication shall be effective unless an instrument signed by a majority of the Board of Directors, agreeing to such dedication, has been recorded.

(c) no construction in and alteration or modification of the common areas shall occur without the prior written approval of the Board of Directors.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP. Every Owner of a Lot which is subject to a lien for assessments 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. VOTING CLASSES. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners other than the Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to a fifty one per cent (51%) voting interest in the Association. The Class B membership shall cease when the Declarant has conveyed to an Owner each and every Lot within the Properties.

SECTION 3. RIGHT OF DECLARANT TO APPOINT BOARD OF DIRECTORS OF THE ASSOCIATION. Notwithstanding anything to the contrary herein, until Declarant has conveyed each and every Lot within the Properties, whichever comes first, Declarant shall have the right to designate and select the Board of Directors of the Association. Whenever Declarant shall be entitled to designate and select any person or persons to serve on any Board of Directors of the Association, the manner in which such person or persons shall be designated shall be as provided in the

Bylaws of the Association. Declarant shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or other persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Directors so removed. Any Director designated and selected by Declarant need not be the Owner of a Lot in Sanfords Creek. However, Declarant shall be responsible, pursuant to the provisions of Article IV, for the payment of assessments which may be levied by the Association against any Lot or Lots owned by Declarant, and for complying with the remaining terms and provisions hereof in the same manner as any other Owner. Any representative of Declarant serving on the Board of Directors of Association shall not be required to disqualify himself from any vote upon any contract or matter between Declarant and the Association where Declarant may have a pecuniary or other interest. Similarly, Declarant, as a Member of the Association, shall not be required to disqualify itself upon any contract or matter wherein it may have a pecuniary or other interest.

ARTICLE IV

COVENANT FOR MAINTENANCE AND ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner for 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 (a) to the Association: (i) annual assessments or charges; (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (b) to the appropriate governmental taxing authority: (i) a pro rata share of ad valorem taxes levied against the Common Area; and (ii) a pro rata share of assessments for public improvements to or for the benefit of the Common Area if the Association shall default in the payment of either or both for a period of six (6) months. 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 Lot against which each such assessment or charge is made. Each such assessment and charge, together with interest, costs and reasonable attorney's fees, Owner of such Lot at the time when the assessment or charge fell due. The personal obligation for the delinquent assessments or charges shall not pass to his successors in title unless expressly assumed by them. No annual or special assessment may be made against the Declarant without its consent.

SECTION 2. PURPOSE OF ASSESSMENTS.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the maintenance, upkeep and repair of the detention/retention/permanent water quality ponds and street lighting located on the properties as well as landscaping when and in such manner as the Association determines necessary. Expenditures may include, but are not limited to the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the extension and provision of utility services to the Common Area, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Association when necessary, the provision of adequate reserves for the replacement of major structures incorporated into the detention/retention/permanent water quality ponds, and such other needs as may arise.

(b) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, and the Bylaws of the Association. As monies for any assessment are paid unto the Association by any Lot owner, the same may be commingled with monies paid to the Association by the other Lot Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no Member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a Member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Properties.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT.

(a) Until January 1st of the year immediately following the year of conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per year. **There shall be no assessment for any Lot owned by Declarant.** Thereafter, the maximum annual assessment shall be established by the Board of directors as an amount reasonable and prudently necessary to fund the Association's performance of its duties under

this Declaration, under any agreement to which the Association is a party, and under any applicable law. The maximum annual assessment may be increased by the Board of Directors without approval of the membership by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year.

(b) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter may be increased without limit 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.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) Annual dues shall be paid within 90 days of Annual Homeowners Association meeting. After 90 days, dues will be subject to a 3% late fee for each month not paid.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any construction, reconstruction repair or replacement of capital improvements upon the Common Area, 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 of members who are voting in person or by proxy at a meeting duly called for this purpose and provided further that no special assessment may be made against the Declarant without its consent. All special assessments shall be fixed at a uniform rate for all Lots. Such special assessments may be collected on a monthly, quarterly or annual basis.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. 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 fifteen (15) 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 percent (60%) 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 6. RATE OF ANNUAL ASSESSMENT.

(a) Both annual and special assessments must be fixed at a uniform rate.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES. The annual assessments provided for herein shall be collected on a quarterly basis, in advance, and shall commence as to all Lots at the time the first Lot shown on the Plat is conveyed to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year after conveyance of such Lot.

At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment and shall send written notice 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 whether the assessments on a specified Lot have been paid.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Assessments authorized by this Declaration shall be due and payable on the dates established by the Board of Directors from time to time. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay any past due assessment or may foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of North Carolina for the foreclosure of deeds of trust. Interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 9. EFFECT OF DEFAULT IN PAYMENT OF AD VALOREM TAXES OR ASSESSMENTS FOR PUBLIC IMPROVEMENTS BY ASSOCIATION. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments for public improvements to the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the Development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the

Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

SECTION 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the lien or liens provided for in the preceding sections. However, the sale or transfer of any Lot which is subject to any such first mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments, fees, fines or penalties as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

SECTION 11. EXEMPT PROPERTY. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit 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.

ARTICLE V

MAINTENANCE OF COMMON AREA AND LOTS

SECTION 1. MAINTENANCE OF COMMON AREA. The Association shall maintain the Walking Trails and other designated Common Area. In the event that the Association is dissolved or ceases to exist, then and in that event all lot owners of record at the time of required maintenance shall be jointly and severally liable for any and all costs attendant thereto.

SECTION 2. MAINTENANCE OF LOTS. Each Lot Owner shall be responsible for the repair, maintenance and upkeep of the dwelling on such lot and all items located on the Lot, including but not limited to any and all vegetation, driveways and walks, patios, wooden decks or any part thereof.

ARTICLE VI

EASEMENTS

SECTION 1. UTILITIES. Easements for installation and maintenance of utilities (including cable television service) and

drainage facilities are reserved as shown on the recorded Plat. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

SECTION 2. OTHER EASEMENTS. Declarant hereby grants to the Association any rights it has in the easements for the Common Area retention ponds, street lighting, and as shown on the Plats. The Association shall be responsible for the repair, maintenance and upkeep of such areas.

ARTICLE VII

ARCHITECTURAL CONTROL

SECTION 1. ARCHITECTURAL COMMITTEE. An Architectural Committee consisting of three or more persons shall be appointed (including their replacements) by the Declarant to review building/development plans and initial construction. At such time as construction has been completed on Dwellings on all Lots or following notice in writing by Declarant or its successors that Declarant is unwilling or unable to perform such function the Committee shall be appointed by the Board of Directors of the Association.

SECTION 2. PURPOSE. The Architectural Committee shall have sole discretion to regulate the external design, appearance, use, location and the orientation on the site of all initial construction and subsequent additions to all Lots and of improvements thereon, including but not limited to landscaping and exterior finishes and colors, in such manner so as to preserve and enhance economic, aesthetic, and environmental values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 3. PLAN OR DESIGN APPROVAL.

(A) APPROVAL OF INITIAL IMPROVEMENTS REQUIRED BY Silverstein Construction Corp. No site preparation or initial construction, erection, or installation of any improvements, including, but not limited to, dwellings, outbuildings, driveways, fences, walls, swimming pools, tennis courts, signs, television antennas, mailboxes, post lamps, and other structures, or additions, or excavation, or changes in grade shall be undertaken upon any Lot unless the plans and specifications therefore, showing the nature, kind, shape, height, materials, and location of the proposed improvements shall have been submitted to and expressly approved in

writing by either (a) the Declarant or (b) by the SANFORDS CREEK Homeowners Association's Architectural Control Committee. No approval shall be required, however, for any improvements made by the Declarant.

After the date of the completion of the initial improvements to a Lot (which is defined as being the date of the first occupancy of the dwelling initially constructed on the Lot) plans and specifications for subsequent improvements shall be submitted for approval to the Architectural Committee, as provided in this instrument.

Silverstein Construction Corp. specifically and expressly reserves the right to have exclusive authority, at its discretion, to approve dwellings on Lots owned by it at the time the Covenants are turned over to the Association, free from the authority by the Architectural Committee or the Association.

(b) APPROVAL REQUIRED FROM ARCHITECTURAL COMMITTEE AFTER COMPLETION OF INITIAL IMPROVEMENTS. After the date of the completion of the initial improvements to a Lot no subsequent alteration or installation of additional improvements may be undertaken or allowed to remain without the review and express approval in writing of the Architectural Committee; provided, however, that Sanfords Creek Developers, Inc. shall not be required to obtain such approval on lots owned by it.

SECTION 4. EFFECT OF FAILURE TO APPROVE OR DISAPPROVE. In the event that Silverstein Construction Corp. or the Architectural Committee, as the case may be, fails to approve or disapprove any of the foregoing within 30 days after plans and specifications therefor have been submitted and received, approval will not be required, and the requirements of this Article shall be deemed to have been satisfied; provided, however, that the plans and specifications required to be submitted shall not be deemed to have been received by Silverstein Construction Corp. or the Architectural Committee if they contain erroneous data or fail to present full and adequate information upon which Silverstein Construction Corp or the Architectural Committee can arrive at a decision.

For purposes of this Section, plans and specifications will not be deemed to have been received unless an officer of Silverstein Construction Corp or a member of the Architectural Committee either acknowledges in writing such receipt or the plans and specifications are sent by certified or registered mail and a return receipt is received acknowledging the receipt thereof by the appropriate party.

Neither Declarant, nor any officer thereof, nor the Association, nor any member of the Architectural Committee, shall be responsible or liable in any way for any defects in any plans or

specifications approved by them, nor for any structural defects arising from such plans or specifications. Neither Declarant, nor any officer thereof, nor the Association, nor any member of the Architectural Committee shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right provided for in this Declaration. Every person who submits plans or specifications for approval agrees, by submission of such plans and specifications, and every owner of any Lot agrees, that he or she will not bring any action or suit against Declarant, or any officer thereof, or the Association, or any member of the Architectural Committee to recover any such damage.

SECTION 5. RIGHT OF INSPECTION. Declarant, its agents or assigns, shall have the right, at its election, to enter upon any of the Lots during preparation, construction, erection, or installation of any improvements to determine that such work is being performed in conformity with the approved plans and specifications. If such work is not being performed in conformity with the approved plans and specifications, such work shall immediately cease upon verbal or written notice by Declarant, and shall either be removed, replaced, or repaired so as to conform to the approved plans and specifications or new plans and specifications shall be submitted to Declarant for approval and no work shall commence until such approval is expressly made in writing by Declarant.

ARTICLE VIII

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 the 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. The Association shall have the right to request that law enforcement, public safety and animal control officers come on the Common Area to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

SECTION 2. SEVERABILITY. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with 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 percent (75%) of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein and it is further provided that amendments to this Declaration relating to the maintenance and ownership of the permanent (wet detention/retention) pond(s) shall not be permitted without review and approval by the governmental office having jurisdiction for watershed protection. Any amendment must be properly recorded.

Declarant, its successors and assigns, shall make all final interpretations as to the meaning and intent of these covenants.

BYLAWS
OF
SANFORDS CREEK HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the association is SANFORDS CREEK HOMEOWNERS ASSOCIATION, which is an unincorporated association and is hereinafter referred to as the "Association". Meetings of members and directors may be held at such places within the State of North Carolina, County of Guilford, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Sanford Creek Homeowners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property and interests in real property owned by the Association for the common use and enjoyment of the Owners, to include, but not limited to the

Walking Trails. The Association shall be solely responsible for the maintenance of the Walking Trails.

Section 4. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and dedicated streets.

Section 5. "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, but excluding those having such interest as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Silverstein Construction Corp. its successors and assigns.

Section 7. "Declaration" shall mean and refer to any Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds of Guilford County, North Carolina.

Section 8. "Member" shall mean and refer to those persons or entities entitled to membership with voting rights as provided in the Declaration and in Article III of these Bylaws.

ARTICLE III

MEMBERSHIP AND PROPERTY RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to a lien for assessments shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot subject to assessment. The voting rights of the Members shall be as provided by the Declaration. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes for such Lot shall be exercised as they among themselves determine, but, except as provided in the Declaration, in no event shall more than one (1) vote be cast with respect to any Lot, except as provided for the Class B Member. The President of the Association shall have the authority to require that such multiple Owners of a Lot file a Certificate with the Secretary of the Association, signed by all of the Owners, designating the person entitled to cast the vote for such Lot. Such Certificate shall be valid until revoked by a subsequent Certificate. If such Certificate is not filed when required, the vote of such Owners shall not be considered in determining the requirements for a quorum of for any other purpose.

Section 2. Property Rights. Each Member shall be entitled to the use and enjoyment of the Common Areas, to include, but not limited to the Walking Trails, as provided in the Declaration.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter at such time and place as the Board of Directors may prescribe.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership, or upon the written request of the Class B Member.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Waiver by a Member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purposes of determining a quorum.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors who need not be Members of the Association.

Section 2. Term of Office. Subject to the provisions of Article VI, Section 1, at the first annual meeting the Members shall select two (2) directors for a term of two (2) years and one (1) director for a term of one (1) year; and at each annual meeting thereafter the Members shall elect directors for a term of two (2) years.

Section 3. Removal. Any director, other than those selected by the Declarant, may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination and Election of Directors by Declarant. So long as Declarant shall have the right to select and designate the Board of Directors as provided in the Declaration, election of directors shall be conducted in the following manner:

(a) Declarant shall, at the beginning of the election of the Board of Directors, designate and select the members of the Board of Directors in accordance with the provisions of these Bylaws, and upon such designation and selection of Declarant by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by Declarant shall be

deemed and considered for all purposes directors of the Association, and shall thenceforth perform the offices and duties of such directors until their successors shall have been selected or elected in accordance with the provisions of these Bylaws.

(b) At the first Annual Meeting of the Association, Declarant shall have the right to designate and select two (2) directors whose term of office shall be established at two (2) years and one (1) director whose term of office shall be established at one (1) year.

(c) Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining directors, except that should any vacancy in the Board of Directors be created in any directorship previously filled by any person designated and selected by Declarant, such vacancy shall be filled by Declarant designating and selecting, by written instrument delivered to any officer of the Association, the successor director to fill the vacated directorship for the unexpired term thereof.

(d) Declarant shall have the absolute right at any time, in its sole discretion, to replace such person or persons that it has appointed to the Board of Directors with another person or persons to serve on said Board of Directors. Replacement of any person or persons designated by Declarant to serve on any Board of Directors of the Association shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons to be replaced and the name or names of the person or persons designated as successor or successors to the persons so removed from said Board of Directors. The removal of any director and designation of his successor shall be effective immediately upon delivery of such written instrument by Declarant to any officer of the Association.

Section 2. Election of Directors after Declarant's Right to Appoint Board Expires. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place and with such notice as shall be determined by resolution of a majority of the directors.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

Section 4. Waiver of Notice. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guests thereon, and to establish penalties, including reasonable fines, for the infraction thereof;

(b) suspend the voting rights during any period in which such Member shall be in default in the payment of any assessment, dues or charge levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors, other than a Director selected by Declarant; to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) contract for the management of the Properties and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Directors or membership of the Association; provided, however, that any such management agreement shall not exceed a period of one (1) year from its effective date (but may be renewed by agreement of the parties for successive one-

year periods), and shall be terminable for cause upon thirty (30) days written notice thereof; and

(f) employ attorneys to represent the Association when deemed necessary.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue or to cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether or not any assessment or fine has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment or fine has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain insurance covering the Association, its directors, officers, agents and employees and procure and maintain adequate hazard insurance on the real and personal property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area, to include, but not limited to the Walking Trails (as defined in the Declaration) to be maintained.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and one vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create, including additional vice-presidents who need not be members of the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

(a) President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; may sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act; may, together with the secretary or

assistance secretary, sign leases, mortgages, deeds and other instruments of conveyance; and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by an independent certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE X

COMMITTEES

The Board of Directors shall, upon expiration of the Declarant's right to do so, appoint committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against

which the assessment is made. Any assessments, fees, penalties and fines which are not paid when due shall be delinquent. If the assessments, fees, penalties and fines are not paid within thirty (30) days after the due date, they shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of the assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XIII

AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

(Signatures/notaries of all owners will be added here)

Silverstein Construction Corp.

By: [Signature]
Name: Gary Silverstein
Title: President

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Gary Silverstein, President of Silverstein Construction Corp.

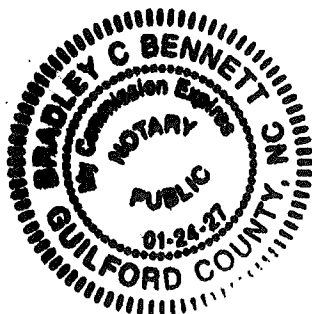
Date: 12-12-2023

[Signature]
Notary Signature

Bradley Bennett
Notary's Name (Typed or Printed)

My Commission Expires: 01-24-2027

(Official Seal)



Lot #2 3503 Sanford's Creek Court:

Geoffrey Melton
Geoffrey Melton

Anna Melton
Anna Melton

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

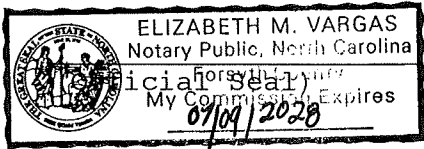
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Geoffrey Melton and Anna Melton**

Date: 12/8/2023

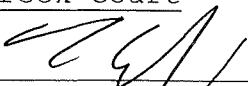
Elizabeth M. Vargas
Notary Signature

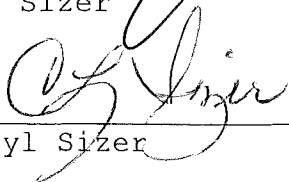
Elizabeth M. Vargas
Notary's Name (Typed or Printed)

My Commission Expires: 01/09/2028



Lot #3 3505 Sanford's Creek Court


Todd Sizer

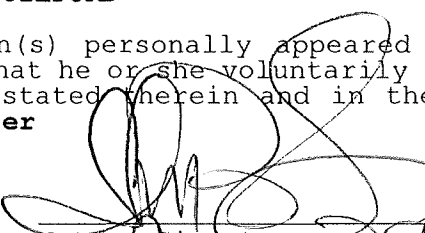

Cheryl Sizer

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

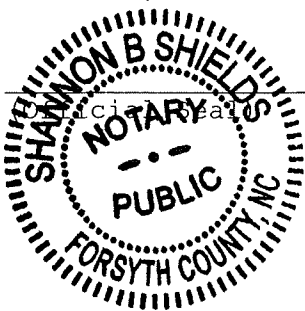
STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Todd Sizer and Cheryl Sizer**

Date: 1/22/2024


Notary Signature
Shannon B Shields
Notary's Name (Typed or Printed)

My Commission Expires: 4/13/2028



Lot #5 3509 Sanford's Creek Court

David Reed
David Reed

Darla Reed
Darla Reed

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

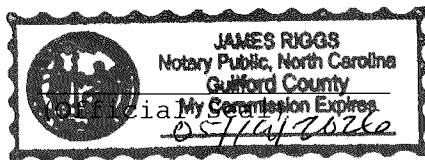
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **David Reed and Darla Reed**

Date: 01/10/2024

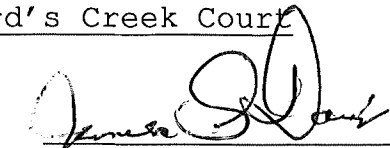
James Riggs
Notary Signature

James Riggs
Notary's Name (Typed or Printed)

My Commission Expires: 05/14/2026



Lot #6 3511 Sanford's Creek Court


Jaime Davis

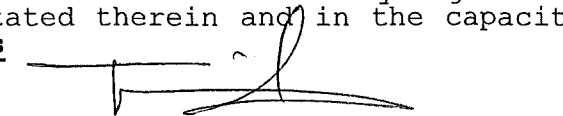

Alisa Davis

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Jaime Davis and Alisa Davis**

Date: 12-09-2023

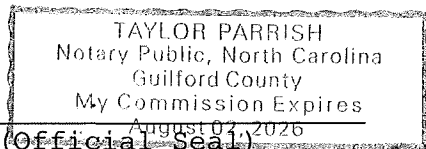


Notary Signature

Taylor Parrish

Notary's Name (Typed or Printed)

My Commission Expires: 08-02-2026



Lot #7 3513 Sanford's Creek Court

Matthew Karabinus and Kimberly Karabinus hereby recognize receipt of the "AMENDED AND RESTATED RESTRICTIVE COVENANTS FOR SANFORDS CREEK".

Matthew Karabinus
Matthew Karabinus

Kimberly Karabinus
Kimberly Karabinus

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Matthew Karabinus and Kimberly Karabinus

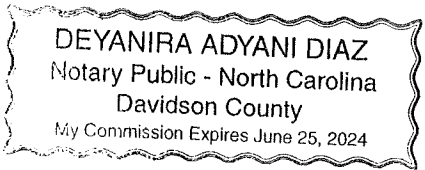
Date: 12/8/23

Deyanira Adyani Diaz
Notary Signature

Deyanira Adyani Diaz
Notary's Name (Typed or Printed)

My Commission Expires: June 25, 2024

(Official Seal)



Lot #8 3512 Sanford's Creek Court

Linda Archer

Linda Archer

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Linda Archer**

Date: 12-6-2023

Linn Callahan Glascock
NOTARY PUBLIC
Davidson County, NC
My Commission Expires: October 8, 2025

(Official Seal)

Linn Callahan Glascock

Notary Signature

Linn Callahan Glascock

Notary's Name (Typed or Printed)

My Commission Expires: 10-08-2025

Lot #9 3510 Sanford's Creek Court

William Forish
William Forish

Jane Forish
Jane Forish

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **William Forish and Jane Forish**

Date: 12-8-2023

RYAN ORWIG
Notary Public
Alamance Co., North Carolina
My Commission Expires Oct. 20, 2027
(Official Seal)

Ryan Orwig
Notary Signature
Ryan Orwig
Notary's Name (Typed or Printed)
My Commission Expires: 10/20/2027

Lot #10 3508 Sanford's Creek Court

Andrew Dell
Andrew Dell

Patricia Dell
Patricia Dell

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Andrew Dell and Patricia Dell

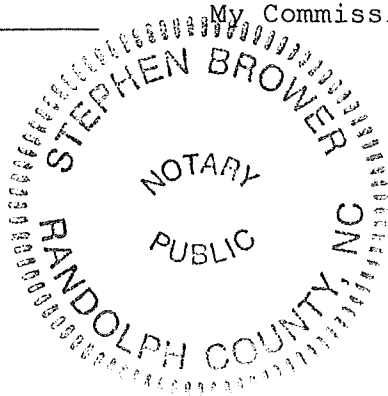
Date: 12-9-2023

Stephen Brower
Notary Signature

Stephen Brower
Notary's Name (Typed or Printed)

My Commission Expires: 12-17-2026

(Official Seal)



Lot #11 3506 Sanford's Creek Court

Pascal Nelson
Pascal Nelson

Deborah Nelson
Deborah Nelson

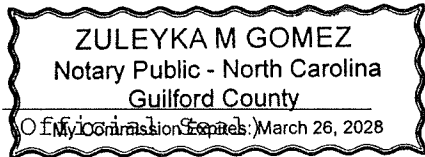
Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Pascal Nelson and Deborah Nelson

Date: 12/11/23

Zuleyka Gomez
Notary Signature
Zuleyka Gomez
Notary's Name (Typed or Printed)



My Commission Expires: 03-26-28

Lot #12 3504 Sanford's Creek Court

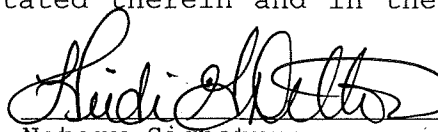

Julie Vaughan

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

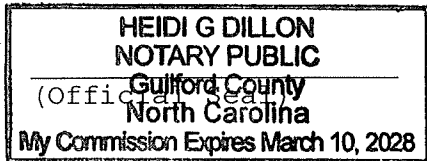
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Julie Vaughan

Date: 12/8/23


Notary Signature

Heidi G. Dillon
Notary's Name (Typed or Printed)

My Commission Expires: March 10, 2028



Lot #13 3502 Sanford's Creek Court

Michael Allen

Michael Allen

Stefanie Allen

Stefanie Allen

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Michael Allen and Stefanie Allen

Date: 11/9/24

Mark Chinn

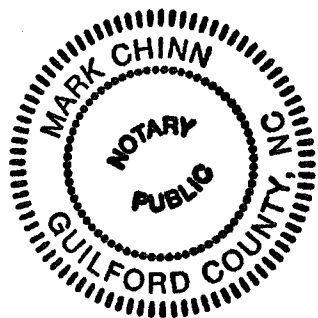
Notary Signature

Mark Chinn

Notary's Name (Typed or Printed)

My Commission Expires: May 4th, 2026

(Official Seal)



Lot #14 3500 Sanford's Creek Court

Charles Angel
Charles Angel

Suzanne Angel
Suzanne Angel

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

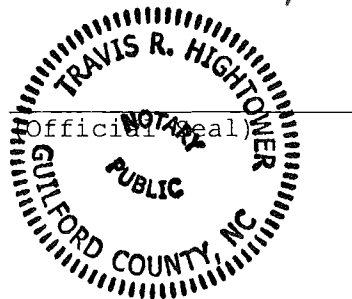
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Charles Angel and Suzanne Angel

Date: December 5, 2023

Travis R. Hightower
Notary Signature

Travis R. Hightower
Notary's Name (Typed or Printed)

My Commission Expires: December 28, 2026



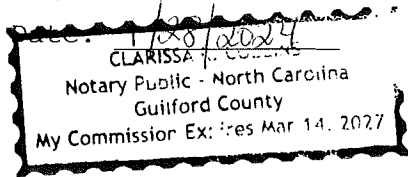
Lot #15 8174 Sanford's Creek Drive

Perry Green
Perry Green

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Perry Green

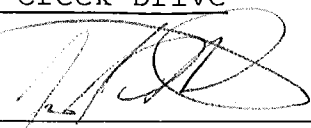


(Official Seal)

Clarissa R. Collins
Notary Signature
Clarissa R. Collins
Notary's Name (Typed or Printed)

My Commission Expires: 3/14/2027

Lot #16 8172 Sanford's Creek Drive



Justin Allred



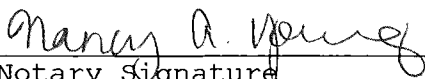
Elisabeth Allred

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Justin Allred and Elisabeth Allred

Date: 2/23/24

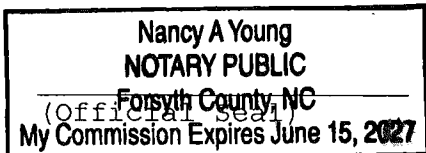


Notary Signature

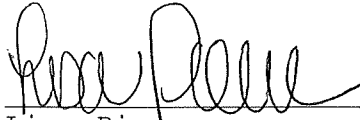
Nancy A. Young

Notary's Name (Typed or Printed)

My Commission Expires: June 15, 2027



Lot #18 8170 Sanford's Creek Drive


Lisa Pierce


Edward Pierce

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Edward Pierce and Lisa Pierce

Date: 1/23/24


Kayla Rouamvongsa

Notary's Name (Typed or Printed)
Kayla Rouamvongsa

My Commission Expires: Feb. 27, 2028

(Official Seal)

KAYLA ROUAMVONGSOR
Notary Public
Guilford Co., North Carolina
My Commission Expires Feb. 27, 2028

Lot #19 8168 Sanford's Creek Drive

Matthew Arnold
Matthew Arnold

Julie Arnold
Julie Arnold

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Matthew Arnold and Julie Arnold

Date: 1/8/2024

Joseph A. Scott
Notary Signature


JOSEPH A. SCOTT
Notary Public
Guilford Co., North Carolina
My Commission Expires Dec. 18, 2027

Joseph A. Scott
Notary's Name (Typed or Printed)

My Commission Expires: Dec. 18th 2027

(Official Seal)

Lot #26 8171 Sanford's Creek Drive



Guy Capuzzo



Sonia Archer-Capuzzo

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Guy Capuzzo and Sonia Capuzzo

Date: 12/12/2023

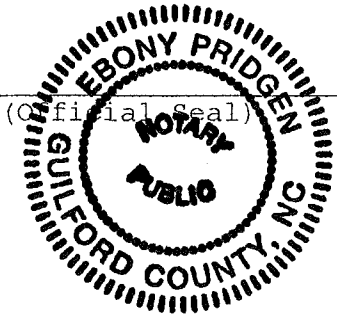


Notary Signature

Ebony Pridgen

Notary's Name (Typed or Printed)

My Commission Expires: 06/20/2027



Lot #23 8165 Sanford's Creek Drive

Gary Silvers
Gary Silvers

Barbara Silvers
Barbara Silvers

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

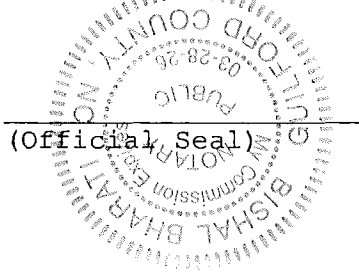
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Gary Silvers and Barbara Silvers

Date: 12/04/2023

[Signature]
Notary Signature

Bishal Bhargava
Notary's Name (Typed or Printed)

My Commission Expires: 03/28/2026



(Official Seal)

Lot #24 8167 Sanford's Creek Drive

Robert Rynders
Robert Rynders

Violet Rynders
Violet Rynders

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

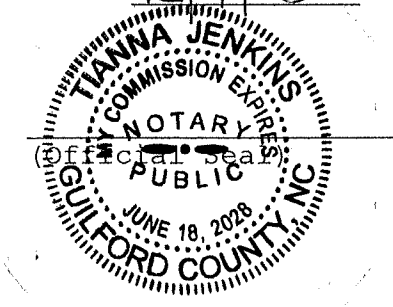
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Robert Rynders and Violet Rynders

Date: 12/4/23

Tianna Jenkins
Notary Signature

Tianna Jenkins
Notary's Name (Typed or Printed)

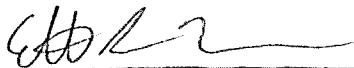
My Commission Expires: 06/18/2028



Lot # 25 8169 Sanford's Creek Drive



Chad Nabors



Etta Grace Nabors

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Chad Nabors and Etta Grace Nabors

Date: 1-18-2024

Beth Long

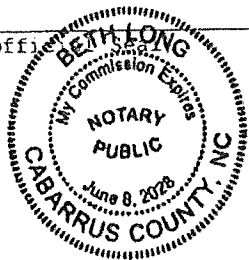
Notary Signature

Beth Long

Notary's Name (Typed or Printed)

My Commission Expires: June 8 2028

(Off)



Lot #29 8179 Sanford's Creek Drive



Rob Anderson



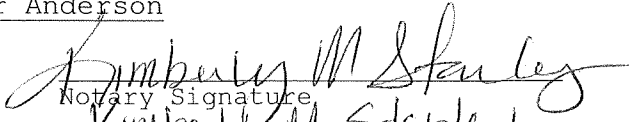
Starr Anderson

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

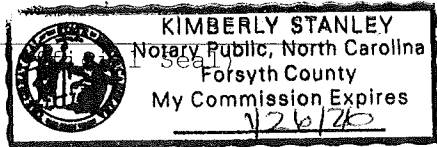
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Rob Anderson and Starr Anderson

Date: 12/4/23



Notary Signature
Kimberly M Stanley

Notary's Name (Typed or Printed)



My Commission Expires: 1/26/26

Lot #33 8187 Sanford's Creek Drive

Arnaldo Colon

Arnaldo Colon

Yekaterina Colon

Yekaterina Colon

Acknowledgement pursuant to NCGS Sec. 10B-41(a)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Arnaldo Colon and Kate Colon

Date: 1-12-24

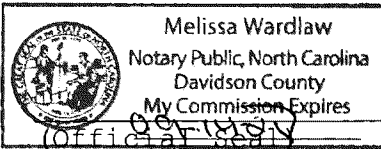
Melissa Wardlaw

Notary Signature

Melissa Wardlaw

Notary's Name (Typed or Printed)

My Commission Expires: 09-14-28



North Carolina
DAVIDSON County
I, Melissa Wardlaw, Notary Public for said
County and State, do hereby certify that
Arnaldo Colon and Yekaterina Colon appeared before me this
day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and official seal, this 12
day of JAN 2024

(Official Seal)

Melissa Wardlaw

My commission expires 09-14-28

Notary Public