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State of North Carolina

County of Cherokee

**Amended and Restated Declaration of Covenants, Conditions and
Restrictions for
Timberwood Mountain Estates**

Drawn by and return to:
Sellers Ayers Dortch & Lyons, PA
Attn: Cynthia Jones, Esq.
301 S. McDowell Street, Suite 410
Charlotte, NC 28204

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR TIMBERWOOD MOUNTAIN**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Timberwood Mountain ("Declaration") is made this 31 day of July, 2023

STATEMENT OF PURPOSE

WHEREAS, the following Declarations affecting the Property (as defined herein) are recorded in the Cherokee County Register of Deeds Office: Timberwood Mountain Estates Covenants and Restrictions recorded in Book 863 Page 24, Amendments to Covenants and Restrictions for Timberwood Mountain Estates recorded in Book 1100 Page 412, Amendments to Covenants and Restrictions for Timberwood Mountain Estates recorded in Book 1190 Page 462, Timberwood Mountain Estates Property Owners Association, Inc. New Covenants and Restrictions Adopted October 20, 2012 recorded in Book 1460 Page 605, Timberwood Mountain Estates Property Owners Association, Inc. Covenants and Restrictions Adopted October 19, 2014 recorded in Book 1503 Page 903 (the "Original Declaration"); and

WHEREAS, the owners of Lots within Timberwood Mountain Estates desire to amend and restate the Original Declaration and replace it entirely with this Declaration; and

WHEREAS, the documents contained in the Original Declaration provide for various ways for them to be amended including by an instrument signed by a majority of Owners of the Lots; and

WHEREAS, there are sixty-four (64) Lots (as defined herein) within the Timberwood Mountain Estates Property; and

WHEREAS, at least thirty-three (33) Owners have approved this Declaration in accordance with the provisions of the Original Declaration and their signatures are attached hereto; and

WHEREAS, the President of the Association has also executed this Declaration to confirm the document was approved as provided in the Original Declaration;

NOW, THEREFORE, all of the Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens as set forth in this Declaration, which shall run with the Property and be binding on all parties owning any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

Any capitalized words not herein defined shall have the meaning as set forth in the North Carolina Planned Community Act, N.C.G.S. 47F, et. seq.

Section 1. "Association" shall mean and refer to the Timberwood Mountain Estates Property Owners Association, Inc., a North Carolina nonprofit corporation.

Section 2. "Lot" shall mean and refer to the separately numbered lots designed for separate use and/or occupancy by an Owner.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Property" shall mean and refer to the parcel of land containing approximately 118.64 acres, more or less, lying in Murphy Township, Cherokee County, North Carolina, more particularly described in the deed from John E. Dickey, et ux to John L. House dated October 20, 1993, and recorded in Book 692, Page 77, Cherokee County Registry, reference to which is made for a more particular description and the parcel of land containing approximately 13.50 acres more or less, more particularly described in deed from John E. Dickey, et ux to John L. House dated October 20, 1993, and recorded in Book 692 Page 146, Cherokee County Registry, reference to which is hereby made for a more particular description.

ARTICLE II EASEMENTS AND ROADWAYS

Section 1. A non-exclusive road and utilities right of way or easement is reserved on all roads in the Property (the width of which will be designated on the plats from time to time made of the Property) for the benefit of the Association, its heirs, successors and assigns, for ingress, egress and regress to all Lots in the Property. All Lot Owners are hereby granted a non-exclusive road and utilities easement over roads in the Property to the public highway (State Road 1528) as a permanent means of ingress, egress and regress to their Lot(s).

Section 2. All lots are conveyed subject to a blanket easement given or to be given by grantor to the electric company serving the Property ("Electric Service Provider"), which easement is required by said Electric Service Provider as a condition to their agreement to make electricity available to the Property, which easements are recorded in Book 736 Page 21, Book 970 Page 41, and Book 1122 Page 337 of the Cherokee County Register of Deeds Office.

Section 3. All Lots sharing common access to the registered roads of the Property as designed shall be considered being connected to the respective roads regardless of description shown in current deeds. If necessary, common access of one Lot may pass through (an) adjacent Lot(s) to allow access to Lots not directly connected to said roads. Common road access shall be maintained by the Association.

Section 4. The N. C. Department of Transportation has not accepted the subdivision roads into the public road system. The Association will be responsible for road maintenance on

subdivision roads. The Board of Directors is empowered to arrange for such maintenance and repair and to determine fair apportionment of maintenance costs. The maintenance costs shall be a part of the common expenses for the Association and shall be paid from the assessments collected from the Owners as provided for herein.

Section 5. Wells for the community water system are constructed and located on various lots in the community ("Well Lot"). Any Well Lot shall have a perpetual non-exclusive easement from the Owner of the Well Lot in favor of every Lot Owner that is connected to the well system on the Well Lot for purposes of the connection to the water system. The Association shall also have a permanent non-exclusive easement over every Well Lot for purposes of access to the well and well system located on that Well Lot so the Association may perform necessary repairs and maintenance to the well and well system as necessary under the requirements set forth herein. For purposes of this Declaration, a Lot which has a private well installed that is not a part of the community water system and that is for the use of only one Lot is not considered a Well Lot.

ARTICLE III THE ASSOCIATION

Section 1. The Association governs the affairs of the subdivision. Each Lot Owner shall be a Member of the Association and the Owners of each Lot shall be entitled to one (1) vote in the affairs of the subdivision provided the Lot and Owners are in good standing with the Association. For purposes of this Section, "good standing" shall mean and refer to all assessments being current and having no violations of any of the governing documents for the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot

ARTICLE IV ASSESSMENTS

Section 1. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association Assessments (which includes Annual, Special and Individual Assessments) as hereinafter defined, established and collected as hereinafter provided. Any such Assessment, together with interest, late charges, reasonable attorneys' fees, court costs, service, collection, consulting or administrative fees and any other costs, and shall be a charge and a continuing lien upon the Lot against which each such assessment or charge is made. Each such Assessment, together with interest, late charges, reasonable attorneys' fees, court costs, service, collection, consulting or administrative fees and any other costs shall also be the personal obligation of the Owner of such Lot at the time when the assessment is due. The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners and shall be used to carry out all other purposes and duties of the Association and/or the Board, as the Board, in their discretion, shall determine necessary for the Association.

Section. 2 Annual Assessments. Annual Assessments for the Association are due by January 1st of each year and shall be set by the Board at least thirty (30) days prior to January 1 of each year. Within 30 days after the adoption of any proposed budget for the community, the Board shall provide to all Owners a summary of the budget and a notice of the meeting to consider

ratification of the budget, including a statement that the budget may be ratified without a quorum. The budget shall be ratified unless at that meeting a majority of all of the Owners in the Association reject the budget.

Section 3. Special Assessments. The Association may levy a Special Assessment at its discretion for the purpose of defraying, in whole or in part, the cost of the any construction on Common Area, any Common Area improvements not originally constructed or any unexpected expense of the Association or any other reason that the Board, in their discretion may determine. Provided however, that any Special Assessment must be approved by a vote of no less than two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 4. Individual Assessments. In addition to the Annual and Special Assessments as set forth above, the Board of Directors shall have the power to levy an Individual Assessment applicable to any particular Lot Owner. In the event a Lot Owner shall desire to construct a residence on his or her Lot, a NON-REFUNDABLE road impact fee in the amount designated by the Board shall be paid upon commencement of receipt of a construction permit. If road damage due to construction exceeds the paid impact fee for repairs; the Lot Owner will be responsible for restoring the road to its original condition and if the Owner does not do so, the Association may perform the repairs and may assess the cost against the Owner as an Individual Assessment. Any well system hook-up fee as provided herein shall be an Individual Assessment. Any fines levied against a Lot shall be an Individual Assessment. Upon the establishment of an Individual Assessment, the Board shall send written notice of the amount and due date of such Individual Assessment to the Owner at least thirty (30) days prior to the date such Individual Assessment is due.

Section 5. Each Assessment remaining unpaid, together with late fees and filing fees, shall be a permanent and continuing lien upon said Lot against which it relates, and shall be joint and several person obligation of each Owner. Each property Owner by acquiring or holding an interest in any Lot shall thereby covenant to pay such amount as when the same shall become due. Unpaid Assessments shall bear interest from and after the due date at the rate of eighteen percent (18%) per annum and shall incur a late fee as of February 1st of each year equal to \$20.00 per month.

The Association may enforce Assessment obligations as permitted by law, including, without limitation, by filing and foreclosing a claim of lien or bringing legal action against the property owner personally obligated to pay the same. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may be released from any liability for the Assessments provided for herein due to non-use of his or her Lot or Common Areas or by rejection of any Association services or abandonment of his Lot.

Section 6. The lien of the Assessments provided herein shall be subordinate to the lien of any properly recorded and indexed prior mortgage or deed of trust on a Lot. The sale or transfer of any Lot shall not affect the assessment lien. Where the holder of a prior mortgage or deed of trust or other purchaser of a lot obtains title to the Lot as a result of foreclosure of that prior

recorded mortgage or deed of trust, the purchaser shall not be liable for the Assessments against the Lot which became due prior to the acquisition of title to the Lot by the purchaser. The unpaid Assessments shall be deemed to be common expenses collectible from all the Lot Owners, including the purchaser. For purposes of this section, the term "acquisition of title" means and refers to the recording of a deed conveying title or the time at which the rights of the parties are fixed following the foreclosure of a mortgage or deed of trust, whichever occurs first.

ARTICLE V USE RESTRICTIONS

Section 1. Except that as to those areas which may be designated on a plat or otherwise for a common enjoyment and use by all Lot Owners, lots in the subdivision shall be used for single-family dwelling purposes only. For purposes of this Declaration, single-family shall mean and refer to no more than three individuals over the age of eighteen who are unrelated by blood, marriage or legal action. Only one single-family residence with no more than two outbuildings may be constructed on any Lot. Outbuildings may not be constructed prior to the completion of the single-family dwelling unless being used for the purpose of construction material storage or office during construction of said dwelling. Outbuildings must be constructed in harmony with the main dwelling. However, no metal structures may be used as outbuildings and no metal buildings or structures may be erected on any of the Lots or Property. The outside dwelling house paint and color shall be one of which blends with the outbuildings and the environment. Lot owners shall locate their outbuildings on his Lot so as to render them not visible as possible from any road, adjoining property, or other Common Area, if any, within the subdivision.

Section 2. The combining of adjacent Lots into a single Lot is not permitted.

Section 3. House Trailers, Mobile Homes, Prefabricated Homes or Modular Homes, Camper Trailers or Camper Vehicles, nor camping are not allowed in the subdivision.

Section 4. Constructed dwellings must contain at least one thousand four hundred (1,400) square feet of heated enclosed floor space exclusive of garages, carports, screened areas, crawl spaces, porches, patios, terraces and decks.

Section 5. Recreation vehicles and travel trailers may be used, with written permission of the Association, if the permanent dwelling is under construction, but construction to shell home stage must be completed within one year from start of construction.

Section 6. No commercial vehicles including, without limitation, tractor trailers and semi-tractor trailers shall be permitted to be stored or parked on any Lot within the subdivision. However, one (1) motor homes, recreation vehicle or camper may be stored upon a Lot after construction is completed so long as said motor home, recreation vehicle or camper is not used for living quarters or residences and its location is blocked from being viewed from any part of the subdivision roads. No inoperable vehicles or vehicles without current registration and licensing will be allowed to remain on any Lot or premises except for ATVs and UTVs. No unusable or salvaged household appliance or parts thereof shall be placed or left anywhere on any Lot outside of any enclosed building or on the right of way of any subdivision road. For

purposes of this section commercial vehicle shall mean and refer to any large, company or commercial vehicles with signs or logos used for business purposes. No commercial vehicles or trucks having a carrying capacity and/or size designation greater than or equal to three-fourths (3/4) of one ton shall not be permitted to park anywhere on the Property.

Section 7. Commercial trucks, 18 Wheelers or delivery vehicles longer than 40 ft are not permitted on any segment of roads in the subdivision. Any construction or other materials to be delivered in vehicles anywhere in the Association area that are longer than 40 feet must be delivered before the main entrance to the Association on Arrowood Road and must be transported in individual segments using trucks or delivery vehicles no longer than 40 feet.

Section 8. Any Owner wishing to install a fence shall apply to the Association for written permission prior to the installation of the fence and shall submit to the Association plans and specifications showing the size, location and construction details of said fence. Fences made of wood shall be permitted and the Association retains the right to determine if any other types of fences will be allowed. No fences shall be higher than four (4) feet.

Section 9. Noxious or offensive activities shall not be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any adjacent Lot or the community. All Lots shall be kept free of accumulations of brush, trash, building materials or other unsightly items.

Section 10. In the unlikely event of a partial or total loss of a dwelling the Owner shall effect the clean-up to be completed in no more than 60 days from the date of loss. In the event of a partial loss repairs shall be completed within 360 days from the date of loss.

Section 11. The Association, if necessary, may enforce any provisions of the Declaration, Bylaws and any rules and regulations of the Association using the procedure set forth in 47F-3-107.1 or by judicial action.

Section 12. No animals or livestock including, but not limited to, horses, cattle, mules, sheep, pigs, chickens, hogs or goats may be kept on the Property. Other common household pets are permitted on a Lot. Any pets shall be kept confined within the Lot or restrained with a leash. For purposes of this section "common household pets" shall mean and refer to dogs, cats, fish, birds, guinea pigs. No Owner may keep, raise or breed any animal or common household pet for commercial purposes. Each Owner shall be responsible to control his/her common household pet, to prevent them from becoming a nuisance to other Lot Owners. In the event that any common household pet shall become a nuisance, to the extent it is interfering with the enjoyment of any Owner in the subdivision, the Association shall have the right to require that the Owner of the offending common household pet restrain and control the common household pet to prevent any further disturbances, and upon failure to so comply, to take whatever measures are necessary.

Section 13. No physical commercial activities shall be carried on anywhere on the Property. Particularly, no auto repair business or mechanic shop activity shall be allowed on the Property.

Section 14. Each dwelling shall be equipped with septic tank and field lines that have been permitted and conform to the sanitation and health laws of Cherokee County and the State of North Carolina. Installation of said septic tank facilities shall be the responsibility of the Lot Owner. All septic systems must be inspected and accepted by the Cherokee County Health Department. No outdoor toilets or outhouses shall be erected or maintained on any Lot or premises other than that which is required by the Cherokee County Building Department during construction.

Section 15. Each Lot Owner shall be responsible for providing his own water supply to his Lot. Installation of said water supply shall be performed under the supervision of and inspected and accepted by Cherokee County Health Department and the State of North Carolina.

Water quantity at pressure delivered by a well system is insufficient to sustain homes in conventional city water use standards and therefore requires each home to provide its own storage and pressure supply system. Any new construction after December 31, 2012, shall install emergency water storage during initial construction providing suitable quantity (minimum 300 gallons) of water for the number of persons expected to be in residence. Existing homes are encouraged to retrofit for emergency water storage providing suitable quantity of water for the number of persons expected to be in residence.

Lots not already connected to the Association water system may be permitted to connect to the Association water system which consists of various wells and the related infrastructure located on Well Lots throughout the community ("Water System"). Any Owner that desires to connect to the Water System on the Well Lot must obtain prior written approval from the Association. The Association shall determine which Well Lot to assign to the Lot. Any connection to the Water System will be the responsibility of the Owner who is connecting to the Water System and neither the Association, nor the Owner of the Well Lot shall have any responsibility for the installation or expense of the connection. If the connection is approved by the Association, the Lot Owner will be required to pay an initial water connection fee in an amount to be determined by the Association which shall be collected as an Individual Assessment as provided herein. After the Lot is connected to the Water System, the Lot Owner will be assessed fees associated with the Water System and those fees will be collectable as an assessment as provided herein.

Each Lot owner shall, as part of the water hook up, provide a well-marked main shut-off valve enclosed in a surface accessible valve box as close to the road as possible on owner's Lot to allow shut-off of main water supply to the Lot in case of an emergency.

Lot owners supplying their own water independent of the Association Water System will not be liable for fees associated with the Association Water System.

Although the Association is responsible for repair and maintenance of the wells and infrastructure as a part of this Water System, the Association shall not be responsible for (1) performing any initial connection to any Water System located on a Well Lot, (2) paying for the initial connection to the Water System located on a Well Lot or (3) in any way being responsible for the initial connection to the Water System for any Lot within the community. The Association responsibilities herein shall only be for maintenance of the well and related infrastructure after

the Lot has the initial connection completed to the Water System. The responsibility of the Association for maintenance of the Water System shall end at the property line for each Lot Owner, connected to the Water System such that each Lot Owner shall be responsible for any maintenance of any part of the connection to the Water System located on their Lot. It being the intent of this section that the Association be responsible for the common parts of the Water System including the Well but specifically excluding any water lines or infrastructure located on Owners Lots except for the Water System located on the Well Lot. Nothing herein shall be construed to give the Association any responsibility whatsoever for any private well located on a Lot that is not a Well Lot or part of the community water system.

Section 16. Each Lot Owner shall provide proper containers for garbage. Containers shall be kept in secured areas not generally visible from the road. Garbage containers and storage shall comply with all sanitation and health laws and be resistant to access by wildlife. No Lot shall be used or maintained as a dumping ground for trash or garbage. Each Lot Owner shall be responsible for the prompt disposal of his or her own garbage or trash at the county or city provided refuse disposal centers.

Section 17. Lot Owners shall either bury or enclose any fuel storage tanks with a wooden fence on his Lot so as to render them not visible from any road, adjoining property, or other Common Area, if any, within the Property.

Section 18. Storing any toxic chemicals, wastes or pesticides, other than ordinary consumer pesticides or chemicals, on any Lot is prohibited.

Section 19. It shall be the responsibility of each Lot Owner to prevent any unclean, unsightly or unkempt condition(s) of building or grounds on such Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or of the specific area. Excavation and landscaping of a Lot shall conform to approved practices of the appropriate County or State agency having jurisdiction over such matters. Each Lot Owner shall be responsible for dangerous tree conditions on their Lot and shall bear all costs in removing said unsafe or dead trees. Specifically, each Owner shall be responsible for the following on their Lot: promptly removing all litter, trash, refuse and waste; fully and continuously complying with all governmental health and police requirements; pruning shrubs at least once every six (6) months in order to keep vegetation neatly and evenly trimmed; promptly removing and replacing any dead plant material; promptly removing any vegetation from parking areas and driveways; promptly repainting, refinishing, and repairing any part of the exterior of the home and all other improvements on the Lot that fades, chips, cracks, peels, discolors or otherwise deteriorates; promptly repairing or replacing any damage to the home and all other improvements on the Lot; maintaining all portions of the Lot which are not improved by an impervious surface or a structure with approved turf, vegetation or groundcover; removing (and replacing as necessary) any diseased or dead plants, turf, shrubs, or trees; and repairing or replacing any exterior building components on the home (including but not limited to light fixtures, siding, exterior surfaces, paint, gutters, downspouts, roof shingles, windows and doors) or any other improvement on the Lot which is missing, broken or otherwise in a state of disrepair.

Section 20. In the event of failure of Lot Owner to maintain the Lot and/or the improvements thereon in good condition, Association may make such repairs and perform such maintenance as may be necessary for the general benefit and safety of the remaining Owners. The cost thereof shall be assessed against the owner as an Individual Assessment as provided herein and such Assessment shall be enforced as herein provided.

Section 21. Due to the location of the Property within the 5 mile radius of the Western Carolina Regional Airport, the use and deployment of recreational and commercial unmanned flying vehicles known as drones is prohibited per FAA regulation CFR 14 Chapter 1 Sub-chapter F Part 107 and can only be permitted with the written authorization of the FAA and the governing body of the Western Carolina Airport Authority, a copy of which shall be placed on file with the Board of Association. Operating personal drones is permitted when flight is limited to the boundary of the respective Lot and no higher than 50 feet. Any flight outside of the dimension of the Lot or over any adjacent property or Lot is strictly prohibited. Any drone used shall be of a model that contains a system to automatically return the drone to the point of origin in the event of a loss of communication with the control unit.

Section 22. Each Lot is restricted to residential use by its Owner, his immediate family, guest, invitees and lessees. Residential use shall mean and refer to normal and ordinary living use and not any business or commercial use. However, to the extent permitted by law, an Owner may use his Lot as a home office, provided, however, that such home office use shall be ancillary to the residential use of the Lot, does not generate any additional pedestrian or vehicular traffic to or from any part of the Property and does not cause any disturbance of other Owners, residents or occupants of the Property. Each Lot shall be subject to the following leasing restrictions.

- a) No Lot, house or dwelling on a Lot may be leased for less than 1 month.
- b) Leasing for the purpose of hunting and/or camping including camper trailers or camper vehicles is strictly forbidden.
- c) A one-time impact fee of \$1,000.00 shall be paid to the Association before any Lot Owner may lease his Lot. This impact fee shall be collected as an Individual Assessment as provided herein.
- d) Prior to leasing his Lot, the Owner of a Lot must submit to the Board, proof of secondary liability insurance, in an amount to be determined by the Board, before the lease of any Lot will be reviewed for consideration.
- e) Any Lot Owner intending to make a lease of his house or dwelling on his Lot shall give prior written notice to the Board of Directors of such intention. For purposes of this Section, "lease" is defined as the exclusive or non-exclusive occupancy or license for use of all or any portion of a Lot by any person(s), other than the Owner, for which the Owner receives any consideration or benefit, including but not limited to, a fee, service, property or gratuity. The required notice shall include a complete copy the proposed lease, and such other information as the Board of Directors shall reasonably require. A proposed

lease shall include a no-sublet agreement clause. All leases of shall be in writing, utilizing a standardized lease form approved by the Board of Directors of Association.

- f) Within 15 days after receipt of notice, the Board of Directors shall provide the Lot Owner with written notice of its approval or disapproval of the proposed lease. The decision of the Board of Directors shall be final and non-appealable, but approval shall not be unreasonably withheld. The Board's approval may be conditioned upon the addition, deletion, or modification of any provision of the proposed lease.
- g) Any Lot Owner leasing his Lot shall provide the lessee with a copy of the current governing documents for the Association. Upon execution of the lease, the lessee will be required to sign an acknowledgement that he has received a copy of these documents and agrees to abide by their terms. The lessee shall be bound in all respects by the provisions contained therein. Any default by a lessee of such provisions shall entitle the Association Board of Directors to terminate the lease and the Owner grants to the Association a power of attorney to so act.
- h) Lot Owners may lease a single room within their home for a period shorter than 3 months as long as the Property Owner physically remains in the home during the renters stay and still uses the Lot as their primary residence. The Owner assumes full responsibility for the renters while they are within the community.
- i) Lot Owners leasing their Lot shall obtain from the Board a set of disposable gate access codes to be used with every lease. Owners leasing their Lot shall report to the Board at the end of every lease which codes have been used so they can be deactivated upon termination of lease.
- j) The Association shall provide to Lot Owners leasing their Lot rules and regulations applicable to leasing including, but not limited to, written procedures for their lessees with respect to trespassing on other Lots, camp fire rules and state and local fire regulations at any time in the calendar, trash disposal, noise / sound loudness limitations and party times, number of vehicles allowed at the leased Lot and civilized conduct expectancy and inclement weather emergency planning.
- k) Lot Owners leasing their Lot without notification and approval from the Board shall be subject to fines and suspension of planned community privileges as provided herein.

Section 23. Prior to any Owner removing trees located on their Lot, the Owner shall follow the guidelines below.

- a) Owners shall read the material on the website maintained by the North Carolina Forest Service located at www.resistwildfirenc.org in order to educate themselves on how to protect their property from wildfire.
- b) Owners must identify the minimum amount of tree(s) to be removed to support the construction of the residential home prior to any new construction on a Lot. All Owners

must also identify any tree which they believe would endanger the structure of the home and only those trees should be removed.

- c) Any tree that constitutes a danger to any residential structure, including any neighboring residential structure shall be identified by the Owner of the Lot where the tree is located. Any Owner shall inform any neighboring property owner if they notify or identify a tree that may cause a danger to any person or property within the community.
- d) Clear cutting of more than thirty percent (30%) of a Lot is prohibited.
- e) Any Owner wanting to remove greater than thirty percent (30%) of the trees from their Lot shall obtain prior written approval from the Association in order to do so. The Association will determine, in its sole discretion, the number and amount of trees they allow to be removed. Any Owner who removes trees in violation of this section may be required to replant trees of a size and number to be determined by the Association to bring the Lot back into compliance with this section. If the Owner fails to replant any such trees as required by the Association, the Association may do so and may then charge the cost back to the Owner as an assessment as provided herein. Notwithstanding anything contained herein to the contrary, an Owner may remove a tree for an emergency situation.

Section 24. The following guidelines shall apply to the installation of any solar panels on any part of the Property.

- a) All solar panels installed must be for the use of the Lot upon which it is installed.
- b) All solar panels must be installed on the primary dwelling on the Lot and only one (1) outbuilding. The proposed installed solar panels must remain within the perimeter of the roof line of the installed structure.
- c) All solar panels must use non-glare surface so as to prevent reflection of sunlight onto neighboring property or structures.
- d) All solar panel framing should match existing roof material colors to remain in harmony with the integrity of surrounding environments.
- e) All Owners must submit plans for installation of solar panels to the Board for review and written approval prior to their installation. Plans should include all information necessary to ensure the Board these requirements will be complied with along with any other information that the Board, in their sole discretion, deem necessary. Notice of the decision on whether the installation will be allowed shall be provided to the Owner within fifteen (15) days from the Board's receipt of the proposed installation plan.

Section 25. The installation of wind turbines (a.k.a. windmills) is expressly prohibited an all Lots.

ARTICLE VI GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of then (10) years unless they are amended or revised as provided herein. This Declaration may be amended from time to time by either the affirmative vote or written agreement signed by Lot Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated. To be effective, such amendment shall be signed and acknowledged in the manner required for execution of deeds and recorded in the Office of the Register of Deeds for Cherokee County, North Carolina.

Section 2. Invalidation of any one of these covenants, restrictions, reservations, terms and conditions shall not affect the validity of any of the other provisions contained herein but they shall remain in full force and effect.

Section 3. The Association or any Owner shall have the right, but not the obligation, to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration by proceeding at law or in equity against any person violating or attempting to violate them. Failure by the Association or by any Owner to enforce any covenant to restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, the Association shall be entitled to impose fines or other sanctions, including the suspension of planned community privileges or services as provided in N.C.G.S. §47F-3-102 (12) and N.C.G.S. §47F-3-107.1.

Section 4. The heading to each Article and section of this Declaration is inserted only as a matter of convenience for reference and in no way limits or describes the scope or intent of such Article or Section, or this Declaration in general.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the President of the Association hereby certifies, with his/her signature below, that this Declaration has been adopted in accordance with the provisions of in the Original Declaration.

This the 31 day of July, 2023

Timberwood Mountain Estates Property Owner's Association, Inc.

BY: _____

Print Name: _____

Its: President

John A. Leder

State of North Carolina

County of Cherokee

I, the undersigned Notary Public for the State and County aforesaid, do hereby certify that John A. Leder, the President of the Timberwood Mountain Estates Property Owners Association, Inc. personally appeared before me this day and acknowledged that he/she signed the foregoing document.

Witness my hand and seal this the 31st day of July, 2023.

Kaylee B Dubois

Notary Public

Print Name: _____

My Commission expires: _____

Kaylee B Dubois
4-30-2028



IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 22 day of October, 2022

Mon Roy (SEAL)

Print Name: Monica Roy
Address: 433 Hankins Tr
Marble NC 28905

Tommy Roy (SEAL)

Print Name: Tommy Roy
Address: 433 Hankins Tr
Marble NC 28905

STATE OF North Carolina
COUNTY OF Cherokee

Rod Fortney
Print Name: ROD FORTNEY
Subscribing witness

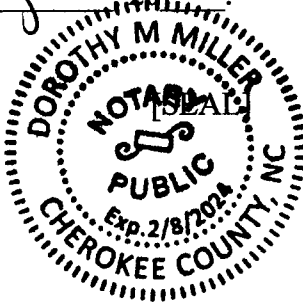
Rod Fortney
Print Name: ROD FORTNEY
Subscribing witness

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Monica Roy (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023

Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8, 2024

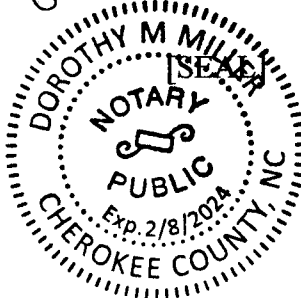
STATE OF North Carolina
COUNTY OF Cherokee



I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Tommy Roy (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023

Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8, 2024



IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 12 day of APRIL, 2023.

[Signature] (SEAL)

Print Name: Michael Chiappetta
Address: 532 Hawkeye Trail
Marble, NC 28905

[Signature] (SEAL)

Print Name: Janna Chiappetta
Address: 532 Hawkeye Trl
Marble, NC 28905

STATE OF NORTH CAROLINA
COUNTY OF Cherokee

[Signature]
Print Name: ROD FORTNEY

Subscribing witness

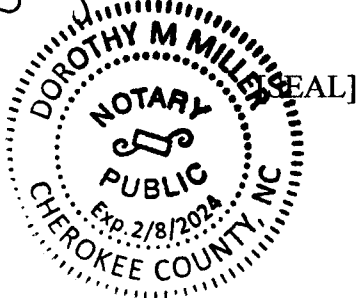
[Signature]
Print Name: ROD FORTNEY

Subscribing witness

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Michael Chiappetta (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.

[Signature]
Notary Public
My Commission Expires: Feb. 8, 2024

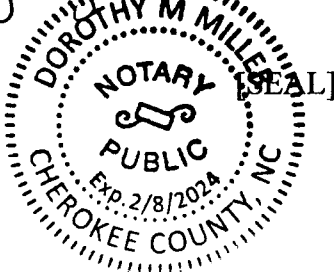


STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Janna Chiappetta (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.

[Signature]
Notary Public
My Commission Expires: Feb. 8, 2024



IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 12 day of APRIL, 2023

Christina Stevens (SEAL)
Print Name: Christina Stevens
Address: 245 Hawkeye Trail Marble NC
28905

Nicholas J. Eisel (SEAL)
Print Name: Nicholas Eisel
Address: 245 Hawkeye Trl Marble NC
28905

STATE OF North Carolina
COUNTY OF Cherokee

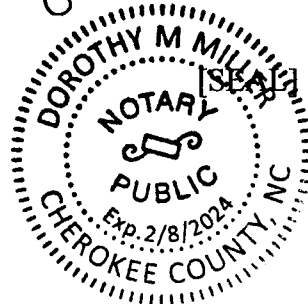
Rod Fortney
Print Name: ROD FORTNEY
Subscribing witness

Rod Fortney
Print Name: ROD FORTNEY
Subscribing witness

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Christina Stevens (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.

Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8 2024

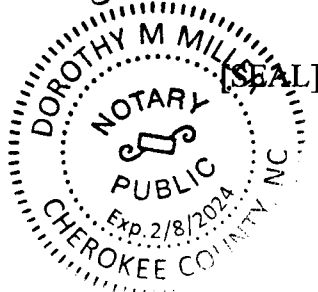


STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Nicholas Eisel (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

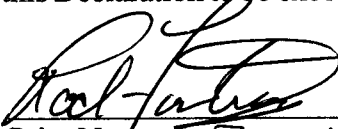
WITNESS my hand and notarial seal this 28th day of July, 2023.

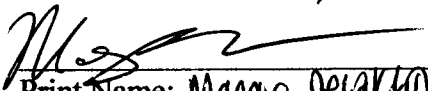
Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8 2024

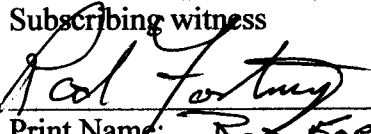


IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 22 day of October, 2022

 (SEAL)
Print Name: Justin Green
Address: 191 HawkEye Trail Marble NC 28905

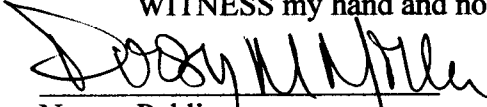

Print Name: ROD FORTNEY
Subscribing witness

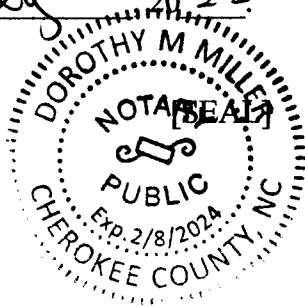
 (SEAL)
Print Name: Maggie Derakhshan
Address: 191 HawkEye Trail Marble NC 28905


Print Name: ROD FORTNEY
Subscribing witness

STATE OF North Carolina
COUNTY OF Cherokee

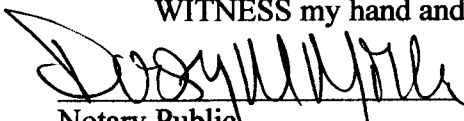
I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Justin Green (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

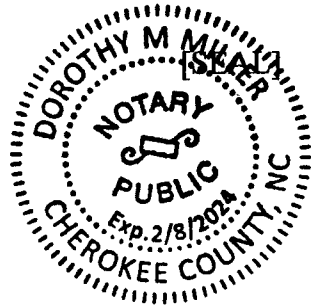
WITNESS my hand and notarial seal this 28th day of July, 2023.

Notary Public
My Commission Expires: Feb. 8, 2024



STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Maggie Derakhshan (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.

Notary Public
My Commission Expires: Feb. 8, 2024



IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 15 day of May, 2023.

Jon E. Gentzel (SEAL)
Print Name: Jon E. Gentzel
Address: 300 Hawk Eye Trail Maple, NC 28905

Ginger Gentzel (SEAL)
Print Name: Ginger Gentzel
Address: 300 Hawk Eye Trail Maple, NC 28905

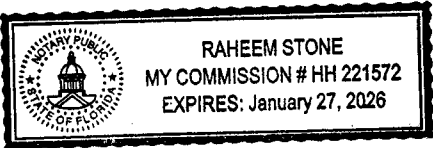
STATE OF Florida
COUNTY OF Pinellas

I, the undersigned, a Notary Public for said County and State, do hereby certify that Jon Gentzel, proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.

WITNESS my hand and notarial seal this 15th day of May, 2023.

Raheem Stone
Notary Public
My Commission Expires: 01/27/2026

[SEAL]



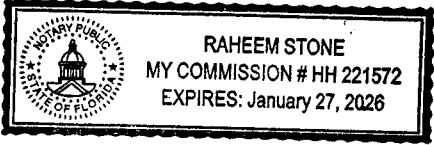
STATE OF Florida
COUNTY OF Pinellas

I, the undersigned, a Notary Public for said County and State, do hereby certify that Ginger Gentzel, proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.

WITNESS my hand and notarial seal this 15th day of May, 2023.

Raheem Stone
Notary Public
My Commission Expires: 01/27/2026

[SEAL]



IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the _____ day of _____, 20__.

Charles F. Larsen (SEAL)
Print Name: Charles F. Larsen
Address: 133 HawkEye Trail

X Carmen D. Larsen (SEAL)
Print Name: Carmen D. Larsen
Address: 133 HawkEye Trail

Rod Fortney
Print Name: ROD FORTNEY
Subscribing witness

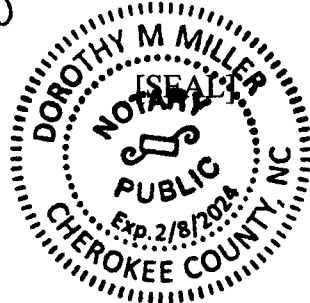
Rod Fortney
Print Name: ROD FORTNEY
Subscribing witness

STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Charles Larsen (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.

Dorothy M. Miller
Notary Public
My Commission Expires: Feb. 8, 2024

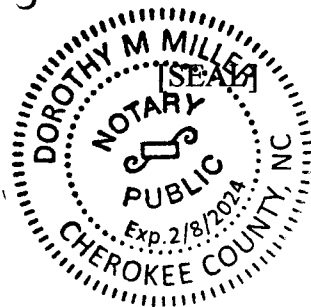


STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Carmen Larsen (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.

Dorothy M. Miller
Notary Public
My Commission Expires: Feb. 8, 2024



IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 22 day of October, 2022

Nancy J Ricker (SEAL)
Print Name: Nancy J Ricker
Address: 30 Hawk Eye Trl
Marble, NC.

James R. Ricker (SEAL)
Print Name: James R. Ricker
Address: 30 HAWKEYE TRL
MARBLE NC. 28905

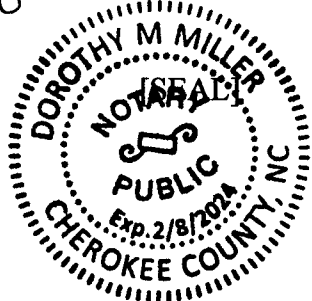
STATE OF North Carolina
COUNTY OF Cherokee

Rod Fortney
Print Name: ROD FORTNEY
Subscribing witness
Rod Fortney
Print Name: ROD FORTNEY
Subscribing witness

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Nancy Ricker (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.

Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8, 2024

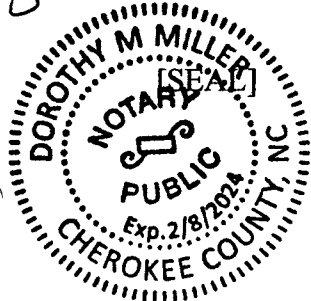


STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed James Ricker (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.

Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8, 2024



IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 4th day of JULY, 2023.

Stephanie Atencio (SEAL)
Print Name: Stephanie Atencio
Address: 490 Timberwood Dr.

SA (SEAL)
Print Name: Scott S. Atencio
Address: 490 Timberwood Dr.

Rod Fortney
Print Name: ROD FORTNEY
Subscribing witness

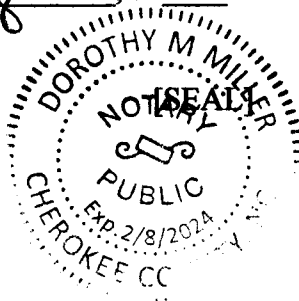
Rod Fortney
Print Name: ROD FORTNEY
Subscribing witness

STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Stephanie Atencio (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.

Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8, 2024

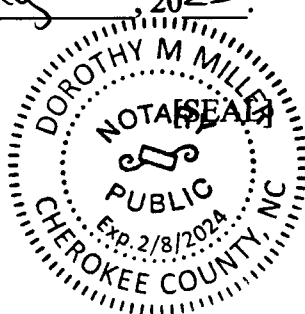


STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Scott S. Atencio (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.

Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8, 2024



IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 3 day of April, 2023.

Arlissa Vaughn (SEAL)
Print Name: Arlissa Vaughn
Address: 335 Spring Branch Dr.

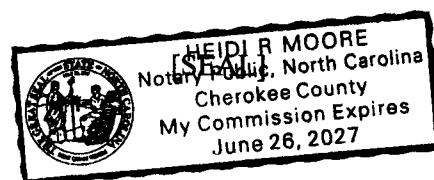
Alan Vaughn (SEAL)
Print Name: Alan Vaughn
Address: 335 Spring Branch Dr.

STATE OF NC

COUNTY OF CHEROKEE

I, the undersigned, a Notary Public for said County and State, do hereby certify that ARLISSA VAUGHN, proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.

WITNESS my hand and notarial seal this 3 day of APRIL, 2023.
Heidi R Moore
Notary Public
My Commission Expires: 6/26/27

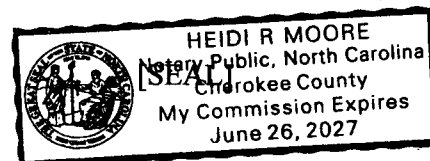


STATE OF NC

COUNTY OF CHEROKEE

I, the undersigned, a Notary Public for said County and State, do hereby certify that ALAN VAUGHN, proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.

WITNESS my hand and notarial seal this 3 day of APRIL, 2023.
Heidi R Moore
Notary Public
My Commission Expires: 6/26/27



IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 3rd day of April, 2023

Stephanie Preuss (SEAL)
Print Name: Stephanie Preuss
Address: 730 Timberwood Dr.

Judson Preuss (SEAL)
Print Name: Judson Preuss
Address: 730 Timberwood Dr.

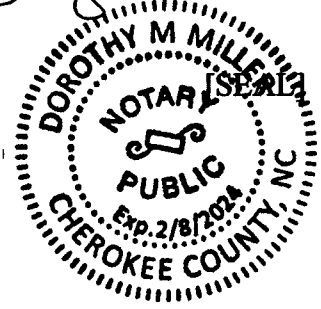
Rod Fortney
Print Name: ROD FORTNEY
Subscribing witness

Rod Fortney
Print Name: ROD FORTNEY
Subscribing witness

STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Stephanie Preuss (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

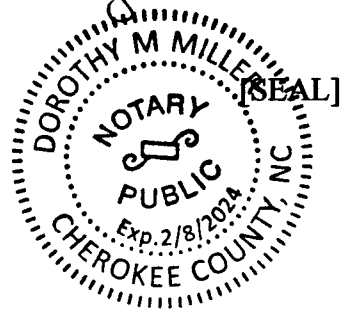
WITNESS my hand and notarial seal this 28th day of July, 2023.
Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8, 2024



STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Judson Preuss (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.
Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8, 2024



LOTS 23 & 24
ML

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 22 day of OCTOBER, 2022.

[Signature] (SEAL)
Print Name: MICHAEL LEDER
Address: 900 LEGACY PARK DR APT 726,
LAWRENCEVILLE, GA 30043

(SEAL)

[Signature]
Print Name: ROD FORTNEY
Subscribing witness

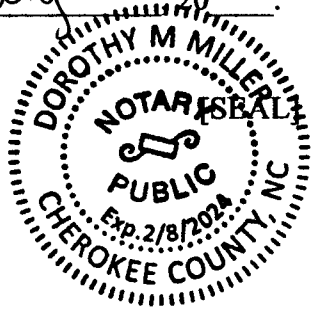
Print Name: _____
Address: _____

Print Name: _____
Subscribing witness

STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Michael Leder (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.
[Signature]
Notary Public
My Commission Expires: Feb. 8, 2024



STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public for said County and State, do hereby certify that _____ (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☐ witnessed _____ (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this ____ day of _____, 20 ____.

Notary Public
My Commission Expires: _____

[SEAL]

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 27 day of October, 2022.

Daniel C. Mills (SEAL)

Print Name: Daniel C. Mills

Address: 1332 Windpointe Way, Knoxville, TN 37931

Sarah Mills (SEAL)

Print Name: Sarah Mills

Address: 1332 Windpointe Way, Knoxville, TN

STATE OF Tennessee

COUNTY OF Knox

I, the undersigned, a Notary Public for said County and State, do hereby certify that Daniel & Sarah Mills, proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.

WITNESS my hand and notarial seal this 27th day of October, 2022.

Cody Biggs
Notary Public

My Commission Expires: 01/04/2025



[SEAL]

STATE OF _____

COUNTY OF _____

I, the undersigned, a Notary Public for said County and State, do hereby certify that _____, proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.

WITNESS my hand and notarial seal this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

[SEAL]

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 27 day of October, 2022.

Daniel C. Mills (SEAL)
Print Name: Daniel C. Mills
Address: 1332 Windpointe Way, Knoxville, TN 37931

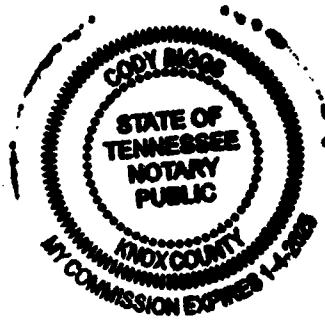
Sarah Mills (SEAL)
Print Name: Sarah Mills
Address: 1332 Windpointe Way Knoxville, TN

STATE OF Tennessee
COUNTY OF Knox

I, the undersigned, a Notary Public for said County and State, do hereby certify that Daniel & Sarah Mills, proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.

WITNESS my hand and notarial seal this 27th day of October, 2022.

Cody Biggs
Notary Public
My Commission Expires: 01/04/2025



[SEAL]

STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public for said County and State, do hereby certify that _____, proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.

WITNESS my hand and notarial seal this ____ day of _____, 20____.

Notary Public
My Commission Expires: _____

[SEAL]

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 27 day of OCTOBER, 20 22

[Signature] (SEAL)
Print Name: JOHN LEDER
Address: 912 TINDERWOOD DRIVE
HARBLE, NC 28905

[Signature] (SEAL)
Print Name: JUDITH LEDER
Address: 912 TINDERWOOD DRIVE
HARBLE, NC 28905

STATE OF Tennessee
COUNTY OF Knox

I, the undersigned, a Notary Public for said County and State, do hereby certify that John & Judith Leder, proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.

WITNESS my hand and notarial seal this 27th day of October, 2022.

[Signature]
Notary Public
My Commission Expires: 01/04/2025



[SEAL]

STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public for said County and State, do hereby certify that _____, proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.

WITNESS my hand and notarial seal this ____ day of _____, 20____.

Notary Public
My Commission Expires: _____

[SEAL]

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 6 day of APRIL, 2023.

Brian Wat (SEAL)
Print Name: Brian Waterman
Address: 910 Timberwood Dr. Marble, NC 28905

Rod Fortney
Print Name: Rod Fortney
Subscribing witness

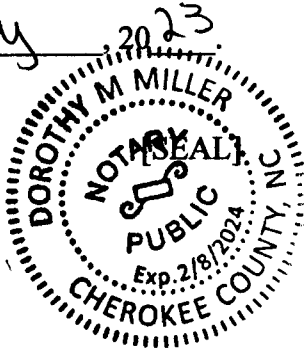
Chanin Waterman (SEAL)
Print Name: Chanin Waterman
Address: 910 Timberwood Dr. Marble, NC 28905

Rod Fortney
Print Name: Rod Fortney
Subscribing witness

STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Brian Waterman (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

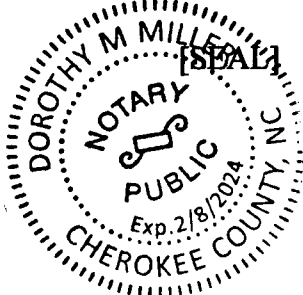
WITNESS my hand and notarial seal this 28th day of July, 2023.
Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8, 2024



STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Chanin Waterman (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.
Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8, 2024



IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 2nd day of December, 2022.

Brian E. Smith (SEAL)

Print Name: Brian E. Smith
Address: 1292 Timberwood Dr
Marble NC 28905

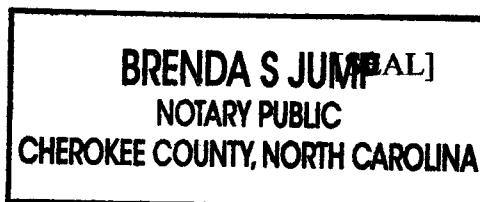
Elizabeth C. Smith (SEAL)
Print Name: Elizabeth C. Smith
Address: 1292 Timberwood Dr
Marble NC 28905

STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Brian E. Smith, proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.

WITNESS my hand and notarial seal this 2nd day of December, 2022.

Brenda S. Jump
Notary Public
My Commission Expires: March 12, 2027



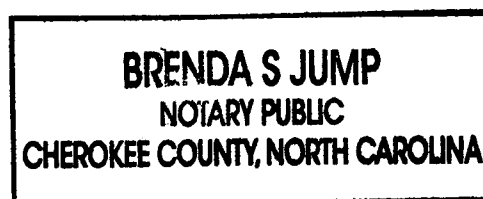
STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Elizabeth C. Smith, proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.

WITNESS my hand and notarial seal this 2nd day of December, 2022.

Brenda S. Jump
Notary Public
My Commission Expires: March 12, 2027

[SEAL]



IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 4th day of JULY, 2023

X Homer Wayne Voyles (SEAL)

Print Name: Homer Wayne Voyles

Address: 1290 Timberwood Dr.

X Carolyn Flanagan (SEAL)

Print Name: Carolyn Flanagan

Address: 1290 Timberwood Dr. 32905

Print Name: ROD FORTNEY

Subscribing witness

Print Name: ROD FORTNEY

Subscribing witness

STATE OF North Carolina
COUNTY OF Cherokee

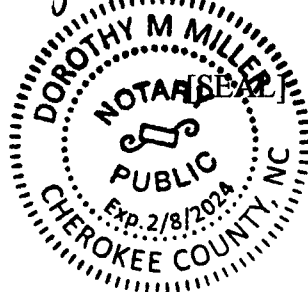
I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Homer Wayne Voyles (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.

Dorothy M Miller
Notary Public

My Commission Expires: Feb 8, 2024

STATE OF North Carolina
COUNTY OF Cherokee

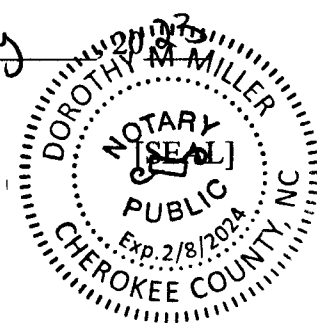


I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Carolyn Flanagan (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.

Dorothy M Miller
Notary Public

My Commission Expires: Feb. 8, 2024



IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 28 day of JULY, 2023.

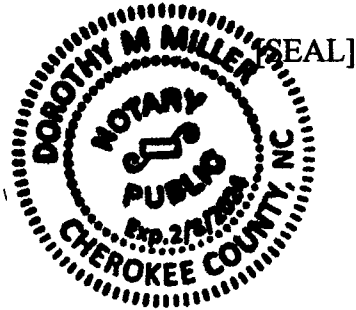
Rod Fortney (SEAL)
Print Name: ROD FORTNEY
Address: 1288 TIMBERWOOD DR
MARBLE NC

Peggy E. Parker (SEAL)
Print Name: Peggy E. Parker
Address: 1288 Timberwood Dr
Marble, NC 28905

STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney, proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.

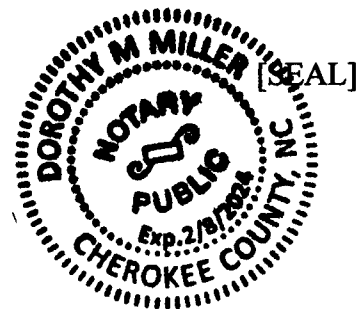
WITNESS my hand and notarial seal this 28th day of July, 2023.
Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8, 2024



STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Peggy Parker, proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.

WITNESS my hand and notarial seal this 28th day of July, 2023.
Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8, 2024



IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 11th day of JULY, 2023.

X Wanda K Sobota (SEAL)
Print Name: Wanda K. Sobota
Address: 1300 Timberwood Dr

X Robert P Sobota (SEAL)
Print Name: ROBERT P SOBOTA
Address: 1300 Timberwood Dr

STATE OF North Carolina
COUNTY OF Cherokee

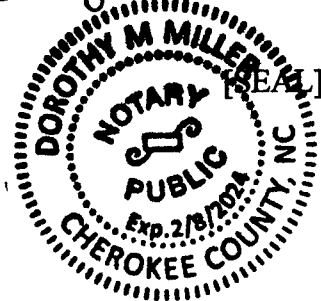
Rod Fortney
Print Name: ROD FORTNEY
Subscribing witness

Rod Fortney
Print Name: ROD FORTNEY
Subscribing witness

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Wanda K. Sobota (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.

Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8, 2024

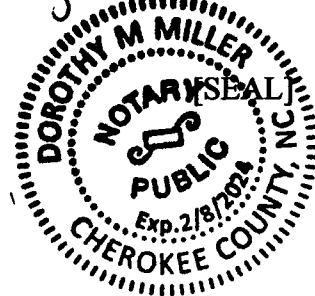


STATE OF North Carolina
COUNTY OF Cherokee

Rod Fortney I, the undersigned, a Notary Public for said County and State, do hereby certify that Robert P Sobota (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Robert P Sobota (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.

Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8, 2024



IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 9th day of July, 2023.

[Signature] (SEAL)
Print Name: Marina Kloppel
Address: 1352 Timberwood Dr.

[Signature]
Print Name: ROD FORTNEY
Subscribing witness

[Signature] (SEAL)
Print Name: Joseph Toomey
Address: 1352 Timberwood Dr

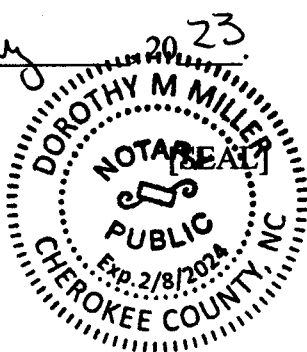
[Signature]
Print Name: ROD FORTNEY
Subscribing witness

STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Marina Kloppel (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.

[Signature]
Notary Public
My Commission Expires: Feb. 8, 2024

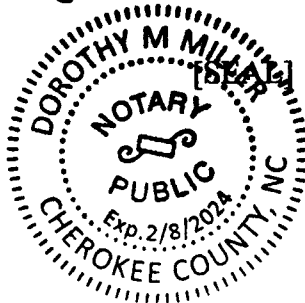


STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Joseph Toomey (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.

[Signature]
Notary Public
My Commission Expires: Feb. 8, 2024



IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 7 day of APRIL, 2023

Kristin Occhiogrosso (SEAL)
Print Name: Kristin Occhiogrosso
Address: 1492 Timberwood Dr

Vincent Occhiogrosso (SEAL)
Print Name: Vincent Occhiogrosso
Address: 1492 Timberwood Dr

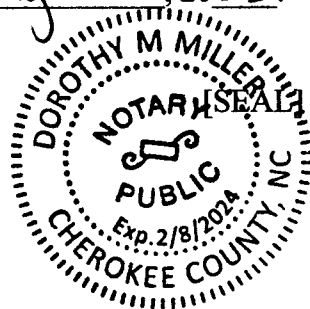
Rob Fortney
Print Name: Rob Fortney
Subscribing witness

Rob Fortney
Print Name: Rob Fortney
Subscribing witness

STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rob Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Kristin Occhiogrosso (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

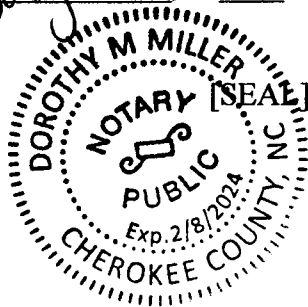
WITNESS my hand and notarial seal this 28th day of July, 2023.
Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8, 2024



STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rob Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Vincent Occhiogrosso (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.
Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8, 2024



IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 10 day of APRIL, 2023

R. J. Smith (SEAL)
Print Name: Randall J Smith
Address: 1670 Timberwood Dr

Nondace Smith (SEAL)
Print Name: Nondace Smith
Address: 1070 Timberwood Dr

STATE OF North Carolina
COUNTY OF Cherokee

Rod Fortney
Print Name: Rod Fortney
Subscribing witness

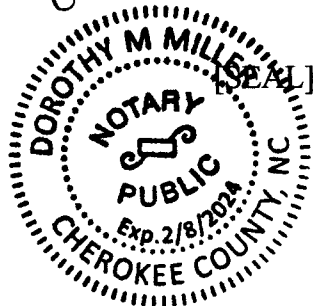
Rod Fortney
Print Name: Rod Fortney
Subscribing witness

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Randall J Smith (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.

Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8, 2024

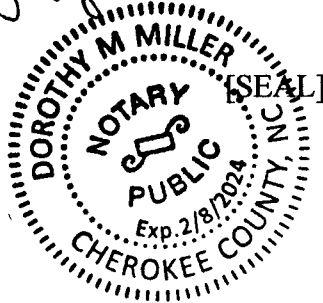
STATE OF North Carolina
COUNTY OF Cherokee



I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Nondace Smith (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.

Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8, 2024



IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 19 day of APRIL, 2023

[Signature] (SEAL)
Print Name: Dale Macarthy
Address: 1672 Timberwood

Kim Macarthy (SEAL)
Print Name: KIM MACARTHY
Address: 1672 Timberwood

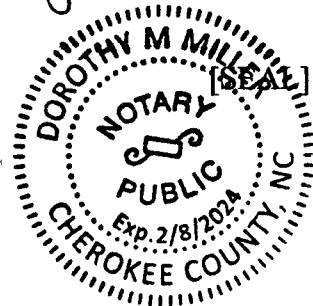
[Signature]
Print Name: ROD FORTNEY
Subscribing witness

[Signature]
Print Name: ROD FORTNEY
Subscribing witness

STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Dale Macarthy (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

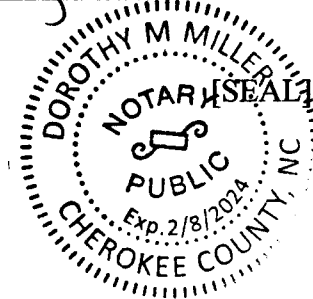
WITNESS my hand and notarial seal this 28th day of July, 2023.
[Signature]
Notary Public
My Commission Expires: Feb. 8, 2024



STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Kim Macarthy (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.
[Signature]
Notary Public
My Commission Expires: Feb. 8, 2024



IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 7 day of AUG., 2023

[Signature] (SEAL)

Print Name: Paul Coene

Address: 1722 Timberwood Drive, Marble NC 28905

[Signature] (SEAL)

Print Name: Darcy Ford

Address: 1722 Timberwood Dr
Marble, NC 28905

STATE OF NORTH CAROLINA

COUNTY OF Cherokee

[Signature]
Print Name: ROD FORTNEY

Subscribing witness

[Signature]
Print Name: ROD FORTNEY

Subscribing witness

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Paul Coene (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

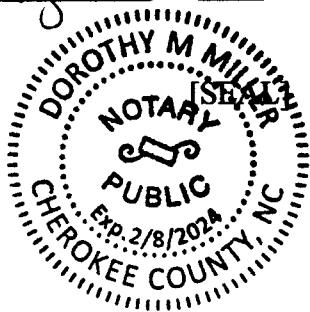
WITNESS my hand and notarial seal this 28th day of July, 2023.

[Signature]
Notary Public

My Commission Expires: Feb. 8, 2024

STATE OF North Carolina

COUNTY OF Cherokee

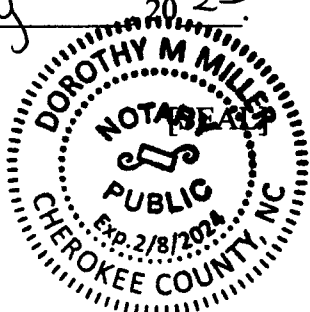


I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Darcy Ford (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.

[Signature]
Notary Public

My Commission Expires: Feb. 8, 2024



LOTS# 43, 44, 47, 56, 57

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 10th day of JUNE, 2023

[Signature] (SEAL)
Print Name: RICHARD HUOVINEN
Address: P.O. 141 MARBLE NC 28905

[Signature]
Print Name: ROD FORTNEY
Subscribing witness

____ (SEAL)
Print Name: _____
Address: _____

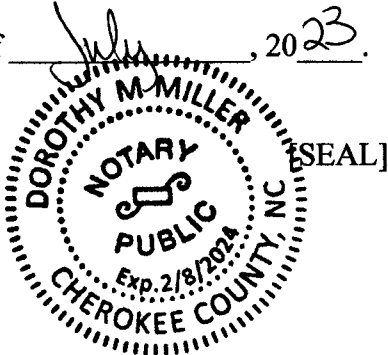
Print Name: _____
Subscribing witness

STATE OF North Carolina
COUNTY OF Cherokee

If the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Richard Huovinen (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 20th day of July, 2023.

[Signature]
Notary Public
My Commission Expires: Feb. 8, 2024



STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public for said County and State, do hereby certify that _____ (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☐ witnessed _____ (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this ____ day of _____, 20____.

Notary Public
My Commission Expires: _____

[SEAL]

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 17 day of MARCH, 2023.

Gary J Demchik (SEAL)
Print Name: GARY J DEMCHIK
Address: 1205 REGIMENT COURT NW

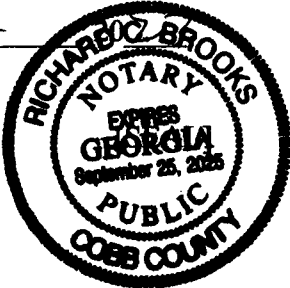
Victoria G Demchik (SEAL)
Print Name: VICTORIA G DEMCHIK
Address: 1205 REGIMENT COURT NW

STATE OF GEORGIA

COUNTY OF COBB

I, the undersigned, a Notary Public for said County and State, do hereby certify that Gary Demchik, proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.

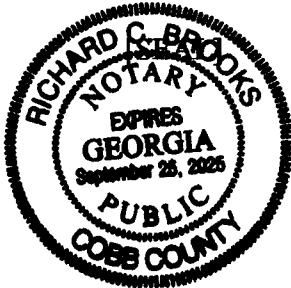
WITNESS my hand and notarial seal this 17 day of March
[Signature]
Notary Public
My Commission Expires: Sept 25 2025



STATE OF Georgia
COUNTY OF Cobb

I, the undersigned, a Notary Public for said County and State, do hereby certify that Victoria Demchik, proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.

WITNESS my hand and notarial seal this 17 day of March, 2023
[Signature]
Notary Public
My Commission Expires: Sept 25 2025



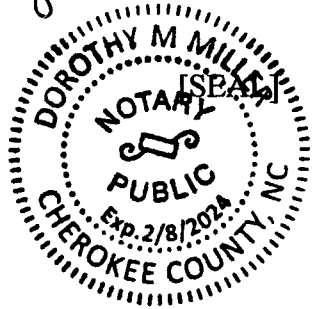
IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 32 day of APRIL, 2023

Jennifer Stritar (SEAL)
Print Name: Jennifer Stritar
Address: 460 Spring Branch Dr. Marble 28905
Michael (SEAL)
Print Name: Michael Stritar
Address: 460 Spring Branch Dr
Marble NC 28905
STATE OF North Carolina
COUNTY OF Cherokee

Rod Fortney
Print Name: ROD FORTNEY
Subscribing witness
Rod Fortney
Print Name: ROD FORTNEY
Subscribing witness

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Jennifer Stritar (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

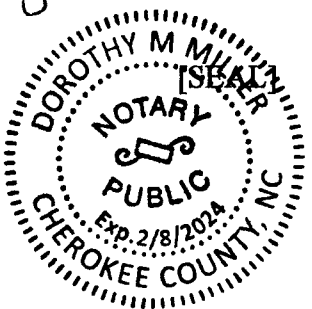
WITNESS my hand and notarial seal this 28th day of July, 2023.
Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8, 2024



STATE OF North Carolina
COUNTY OF Cherokee

I, the undersigned, a Notary Public for said County and State, do hereby certify that Rod Fortney (insert name of subscribing witness), personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed Michael Stritar (insert name of principal) sign the foregoing document or ☐ witnessed _____ (insert name of principal) acknowledge his/her signature on the already-signed document.

WITNESS my hand and notarial seal this 28th day of July, 2023.
Dorothy M Miller
Notary Public
My Commission Expires: Feb. 8, 2024



Lot #	Key	Owner Names	CCRs Signed
1	Landman	Camilla & Zevy Landman	
2	Cao	Johnny P. Cao (Alarmtek)	
3	Sharkey	David & Lisa Sharkey	
4	Rodriguez	Mauricio Rodriguez	
5A	Roy	Tommy Dean & Monica Lee Roy	Y
5B	Chiappetta	Mike & Janna Chiappetta	Y
6	TDC	Timberwood Development Corp	
7	Eisel	Nick Eisel & Christina Stevens	Y
8	Derakhshan	Maggie Derakhshan & Justin Gheen	Y
9	Gentzel	Eric & Ginger Gentzel	Y
10	Larsen	Charles & Carmen Larsen	Y
11	Wiggins	Jerry Wiggins	
12	Ricker	James & Nancy Ricker	Y
13	Atencio	Scott & Stephanie Atencio	Y
14	Koonce	Matthew & Meghan Koonce	
15	Vaughn	Alan & Arlissa Vaughn	Y
16	Preuss	Judson and Stephanie Preuss	Y
17	Peluso	Robert Peluso	
18	TDC	Timberwood Development Corp	
19	Vaughn	Alan & Arlissa Vaughn	Y
20	Oliphant	Eddie & Rebecca Oliphant	
21	Carew	John P & Barbara L Carew	
22	Preuss	Judson and Stephanie Preuss	Y
23	Leder	John & Judi Leder	Y
24	Leder	Michael Leder & Sarah Mills	Y
25	Waterman	Brian & Chanin Waterman	Y
26	Smith1	Brian E. & Elizabeth C. Smith	Y
27	Voyles	Wayne Voyles & Carolyn Flanagan	Y
28	Fortney	Rod Fortney & Peggy Parker	Y
29	Sobota	Bob & Wanda Sobota	Y
30	Rogers	Jon & Barbara Rogers	
31	Grubb	Eric & Irene Grubb	
32	Toomey	Joe Toomey & Marina Kloppel	Y
33	Ainsworth	Ken & Faye Ainsworth	
34	Occhiogrosso	Vinnie & Kristin Occhiogrosso	Y
35	Sobota II	Robert Sobota II	
36	Mishler	Brian & Diane Mishler	
37	Mishler	Brian & Diane Mishler	
38	Smith2	Randall & Nondace Smith	Y
39	Macarthy	Dale M & Kim A Macarthy	Y
40	Coene	Paul Coene & Darcy Ford	Y
41	Boyle	Mike & Cassie Boyle	
42	Eiffert	Mike & Terri Eiffert	
43	Huovinen	Richard Huovinen	Y
44	Huovinen	Richard Huovinen	Y
45	Stuelcken	Ronald Stuelcken & Elizabeth Ann Ellstrom	
46	Walters	David & Tracey Walters	

47	Huovinen	Richard Huovinen	Y
48	Gonzalez	Ruben Gonzalez	
49	Guinn	Martin & Catherine Guinn	
50	Guinn	Martin & Catherine Guinn	
51	Dickey	Cynthia Dickey	
52	Demchik	Gary & Vicki Demchik	Y
53	Karden	Steve & Maria Karden	
54	Karden	Steve & Maria Karden	
55	Mahoney	Daniel & Deneen Mahoney	
56	Huovinen	Richard Huovinen	Y
57	Huovinen	Richard Huovinen	Y
58	Llana	Jose & Norta Llana	
59	Vaughn	Alan & Arlissa Vaughn	Y
60	Stritar	Mike & Jennifer Stritar	Y
61	Stritar	Mike & Jennifer Stritar	Y
62	Stritar	Mike & Jennifer Stritar	Y
63	Alvarez	Carlos & Zeida Alvarez	
		Number of Lots	64
		Number of Lots That Have Signed	34
		Percentage of Lots That Have Signed	53%