FILED Jul 31, 2023 10:53:08 am FILED BOOK 01739 CHEROKI PAGE 0659 THRU0701 COUNTY INSTRUMENT # 03704 RECORDING \$292.00 EXCISE TAX (None)

CHEROKEE COUNTY NO KAREN WRIGHT REGISTER OF DEEDS KMW

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 H day of Lucy 20 23

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 maybe used as outbuildings and no metal buildings or structures maybe 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 semitractor 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.

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 144, 2023

Timberwood Mountain Estates Property Owner's Association, Inc. BY: Print Name: Its: President

State of North Carolina

County of Cherokee

I, the undersigned Notary Public for the State and County aforesaid, do hereby certify that John A. Lede, 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

Print Name: <u>Kayler</u> B DuBocs My Commission expires: <u>4-30-292</u>5

IN WITNESS WHEREOF, the Owners have caus	sed this Declaration to be executed under
seal this the 22 day of October, 2022	0.4
Markon (SEAL)	Rolfatin
Print Name: Monica Ron	Print Name: PUNFONTNEY
Address: 433 Hank out 17	Subscribing witness
par 64 NO 28905	
Times Las (SEAL)	Acon tortura
Print Name: Jonas 602	Print Name: ROD FORTNE
Address 432 Halokey 1	Subscribing witness
Marke N= 0505	,
STATE OF NOrth Carolina	
COUNTY OF Cher o Kee	
COCIVIT OF CIVE VINES	
me this day and certified to me under oath or by affin beneficiary of the transaction, signed the foregoing documents	ing witness), personally appeared before rmation that he/she is not a grantee or ment as a subscribing witness, and either ame of principal) sign the foregoing (insert name of principal)
acth	1.1.
WITNESS my hand and notarial seal this da	y of JULY 2011.
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1000 MMM	
Notary Public \ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	O O SEAL
My Commission Expires: 46 8, 2024	
	AUBLIO ! S
1 1 Noush	50.2/8 P
STATE OF NOTA WOLLOW	OKEE COULT
COUNTY OF WWYOKO	The state of the s
I, the undersigned, a Notary Public for said Co	
me this day and certified to me under oath or by affi	ing witness), personally appeared before
beneficiary of the transaction, signed the foregoing document	_
	ame of principal) sign the foregoing
document or \square witnessed	insert name of principal)
acknowledge his/her signature on the already-signed document	
WITNESS my hand and notarial seal this da	y of <u>July</u> , 20 23.
1 19 11 11 11 1 1 1 1 1 1 1 1 1 1 1 1 1	
Neders Public	THE WAY
Notary Public \ My Commission Expires: \F\D\Z\3024	TARL
My Commission Expires: +Work 100	0. 2
	Si AUBLIANT
	1. (A. 2/8)
	WEE CO

IN WITNESS WHEREOF, the Owners have caused the	nis Declaration to be executed under
seal this the 12 day of 14 PK 1 - , 2023.	0.7
(SEAL)	most online
	Print Name: ROD FORTUEY
Time Typic.	Subscribing witness
Marble, NC 63905	
(SEAL)	Od on
Skills City Charles	Print Name: ROD FORTACK
Address: 523 Hawkey Tr	Subscribing witness
STATE OF NORTH MUDITION	
COUNTY OF MONONE	
U I I I I I I I I I I I I I I I I I I I	
I, the undersigned, a Notary Public for said County	
	vitness), personally appeared before
me this day and certified to me under oath or by affirmati	
beneficiary of the transaction, signed the foregoing document witnessed Milmul University (insert name	of principal) sign the foregoing
document or unitnessed	(insert name of principal)
acknowledge his/her signature on the already-signed docume	`
ملاء	1
WITNESS my hand and notarial seal this day of	July 2023.
< D708, W. J. N.	HY M M
Notary Public	C CEALI
My Commission Expires: (40.8, 2024)	2 7014H
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at at Change	The Composition of the Compositi
STATE OF NOTEN VALUE LING	0 × 5 50 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
COUNTY OF	WAS CONTIN
N It the undersigned, a Notary Public for said County	v and State do hereby certify that
	vitness), personally appeared before
me this day and certified to me under oath or by affirmat	·
beneficiary of the transaction, signed the foregoing document	
	of principal) sign the foregoing
document or : witnessed	(insert name of principal)
acknowledge his/her signature on the already-signed docume	ли.
WITNESS my hand and notarial seal this day of	Mly
1 M 1 11 1 9 and 1	WYHY M MIN
COMM MILL	OTAN CIA
Notary Public 7 7 8 3031	Solvar Paryr
My Commission Expires: 40.8,2024	A//P/10
	10.2/0100 A
	WEE COUNTY
	"Timmen"

IN WITNESS WHEREOF, the Owners have caus	ed this Declaration to be exceuted under
seal this the 12 day of $AFRIL$, 2023	
4. 1	Hand I have been
Christina Alvera (SEAL)	The Comments
Print Name: Chrishna Skevens	Print Name: Rad FERTALY
Address: 245 Howkeye Trail Marbk NK	Subscribing witness
Michael (SEAL)	for forther
Print Name: ONicholas Eisel	Print Name: FODFIRTNEY
Address: 245 Hawkege Tri Marble NC	Subscribing witness
STATE OF North Molina	
COUNTY OF WINDKER	
L the undersigned, a Notary Public for said Comment of Subscribing the transaction, signed the foregoing document or witnessed witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature or witnessed	mg witness), personally appeared before mation that he/she is not a grantee or nent as a subscribing witness, and either ame of principal) sign the foregoing (insert name of principal)
XY	. \)
WITNESS my hand and notarial seal this day	y of $\frac{20^{25}}{}$.
Joseph III MIO.	William M. V.
Was Ballian	TERAL!
Notary Public My Commission Expires: Lebix 2024	OTAR
wy Commission Expires. 4202	
Λ	AUBLIC S
STATE OF Worth Carolina	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
COUNTY OF CHONOKEE	INOKEE COUNTY
COUNT OF	William Comment
me this day and certified to me under oath or by affin beneficiary of the transaction, signed the foregoing document or witnessed (insert no document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature or witnessed	ing witness), personally appeared before remation that he/she is not a grantee or ment as a subscribing witness, and either ame of principal) sign the foregoing (insert name of principal) cument.
WITNESS my hand and notarial seal this day	was /ulu 2023
WITNESS my nand and notarial seal times da	y 01
A 27 De la N. N. N. N. N. L.	M M YE''
Notary Public	SEALI
My Commission Expires: Feb. 8 2024	SO LOTARL
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	7p.2/8/200
	WAOKEE CO
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IN WITNESS WHEREOF, the Owners have caused	I this Declaration to be executed under
seal this the 22 day of 8cToBER, 2022	
(SEAL)	Hort-taling
Print Name: Tistis Cheen	Print Name: ROD FORTNEY
Address: 191 Hankeye Trail Marble NC 28905	Subscribing witness
MI -	Pal 7 tons
Print Name: Maggie Delalling (SEAL)	Print Name: Rox FORTULY
Address: 191 Hawkeye tay Morble No. 28905	Subscribing witness
X , X N , . 1 , .	· ·
STATE OF NOVEM CANOLING	
COUNTY OF CHURCHE	
me this day and certified to me under oath or by affirm beneficiary of the transaction, signed the foregoing docume witnessed JUSTIN GNCEN (insert name	witness), personally appeared before action that he/she is not a grantee or ent as a subscribing witness, and either are of principal) sign the foregoing
document or witnessed	(insert name of principal)
acknowledge his/her signature on the already-signed documents	· ^ _
WITNESS my hand and notarial seal this day	of July 20,23
Notary Public My Commission Expires: Feb. 8,2004	OTAPSEAL)
STATE OF NORM (WOLLD) COUNTY OF CHURCKER	TRO TO 2/8/2018
the undersigned, a Notary Public for said Country Country (insert name of subscribing me this day and certified to me under oath or by affirm beneficiary of the transaction, signed the foregoing document witnessed Wall (insert name document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature on the already-signed document or witnessed acknowledge his/her signature or witnessed acknowledge his	g witness), personally appeared before nation that he/she is not a grantee or ent as a subscribing witness, and either the of principal) sign the foregoing (insert name of principal)
WITNESS my hand and notarial seal this day	of July 2023
WITNESS my hand and notarial scal times day	01
WIMMING THE STATE OF THE STATE	WAY M Mills
Notary Public	SEAL)
My Commission Expires: 105,8,2024	O AOTARI
	S. Graverof A.
	OKEE COUNTY
	"Himmill

IN WITNESS WHEREOF, the Owners ha	ve caused this Declaration to be executed unc	ier
seal this the 15 day of MAY, 2023.		2.1
- d V A		
Jen 4 (SEAL)		
Print Name: Jon Deil GENTZEZ	2 CC4	•
Address: 300 HAWLEYE TRALL MARGES	T, NC 28703.	
(SEAL)		
Print Name: Ginger Coentzel Address: 200 Maukeye TRail Mible		.*.
Address: 320 Haukene Trail Mich	NL 28905	
	1.0	10
•		, ,
STATE OF Florida		
STATE OF Floods	and the first of the arms of the contraction of	
COUNTY OF Pinelles	1 N	
	er en	
I, the undersigned, a Notary Public for	said County and State, do hereby certify the	hat
Too Goodfeel proven by satisfa	actory evidence, personally appeared before	me
this day and acknowledged the voluntary due exc	ecution of the foregoing instrument by him/l	her
	, which is the first that the specific $H_{ij}(x,y)$ in $X_{ij}(x,y)$	
•	. W	
WITNESS my hand and notarial seal this	15^{\prime} day of $M_{e_{\gamma}}$, 20^{23} .	
WITNESS my hand and notarial seal this	$\frac{15}{15}$ day of $\frac{70}{10}$, $\frac{20}{10}$.	
- Roham Sto	,	
Notary Public	$\frac{15'}{15'} \text{ day of } \frac{77/6 \text{ y}}{15'}, 20 \frac{25}{15'}.$ [SEAL]	
- Roham Sto	,	*
Notary Public	[SEAL]	
Notary Public	[SEAL]	
Notary Public My Commission Expires: 01/27/2026	[SEAL]	
Notary Public	RAHEEM STONE MY COMMISSION # HH 221572	
Notary Public My Commission Expires: 01/27/2026 STATE OF Florida	RAHEEM STONE MY COMMISSION # HH 221572 EXPIRES: January 27, 2026	
Notary Public My Commission Expires: 01/27/2026	RAHEEM STONE MY COMMISSION # HH 221572	
Notary Public My Commission Expires: 01/27/2026 STATE OF Florida COUNTY OF Pine//45	RAHEEM STONE MY COMMISSION # HH 221572 EXPIRES: January 27, 2026	
Notary Public My Commission Expires: 01/27/2026 STATE OF Florida COUNTY OF Pine//45 I, the undersigned, a Notary Public for	RAHEEM STONE MY COMMISSION # HH 221572 EXPIRES: January 27, 2026 said County and State, do hereby certify to	
Notary Public My Commission Expires: 01/27/2026 STATE OF Florida COUNTY OF Pine//45 I, the undersigned, a Notary Public for Ginger Genteel proven by	RAHEEM STONE MY COMMISSION # HH 221572 EXPIRES: January 27, 2026 said County and State, do hereby certify to satisfactory evidence, personally appear	red
Notary Public My Commission Expires: 01/27/2026 STATE OF Florida COUNTY OF Pine//45 I, the undersigned, a Notary Public for before me this day and acknowledged the voluments.	RAHEEM STONE MY COMMISSION # HH 221572 EXPIRES: January 27, 2026 said County and State, do hereby certify to satisfactory evidence, personally appear	red
Notary Public My Commission Expires: 01/27/2026 STATE OF Florida COUNTY OF Pine//45 I, the undersigned, a Notary Public for Ginger Genteel proven by	RAHEEM STONE MY COMMISSION # HH 221572 EXPIRES: January 27, 2026 said County and State, do hereby certify to satisfactory evidence, personally appear	red
Notary Public My Commission Expires: 01/27/2026 STATE OF Florida COUNTY OF Pine//45 I, the undersigned, a Notary Public for proven before me this day and acknowledged the volumby him/her for the purposes stated therein.	RAHEEM STONE MY COMMISSION # HH 221572 EXPIRES: January 27, 2026 said County and State, do hereby certify to satisfactory evidence, personally appearance tary due execution of the foregoing instruments.	red
Notary Public My Commission Expires: 01/27/2026 STATE OF Florida COUNTY OF Pine//45 I, the undersigned, a Notary Public for before me this day and acknowledged the voluments.	RAHEEM STONE MY COMMISSION # HH 221572 EXPIRES: January 27, 2026 said County and State, do hereby certify to satisfactory evidence, personally appearance tary due execution of the foregoing instruments.	red
Notary Public My Commission Expires: 01/27/2026 STATE OF Florida COUNTY OF Pine//45 I, the undersigned, a Notary Public for proven before me this day and acknowledged the volumby him/her for the purposes stated therein.	RAHEEM STONE MY COMMISSION # HH 221572 EXPIRES: January 27, 2026 said County and State, do hereby certify to satisfactory evidence, personally appearance tary due execution of the foregoing instruments.	red
Notary Public My Commission Expires: 01/27/2026 STATE OF Florida COUNTY OF Pine//45 I, the undersigned, a Notary Public for force me this day and acknowledged the volume by him/her for the purposes stated therein. WITNESS my hand and notarial seal this Polyandia.	RAHEEM STONE MY COMMISSION # HH 221572 EXPIRES: January 27, 2026 said County and State, do hereby certify to y satisfactory evidence, personally appear tary due execution of the foregoing instruments 15 day of May , 2023.	red
Notary Public My Commission Expires: 01/27/2026 STATE OF Florida COUNTY OF Pine//45 I, the undersigned, a Notary Public for force me this day and acknowledged the volume by him/her for the purposes stated therein. WITNESS my hand and notarial seal this Notary Public	RAHEEM STONE MY COMMISSION # HH 221572 EXPIRES: January 27, 2026 said County and State, do hereby certify to satisfactory evidence, personally appearance tary due execution of the foregoing instruments.	red
Notary Public My Commission Expires: 01/27/2026 STATE OF Florida COUNTY OF Pine//45 I, the undersigned, a Notary Public for force me this day and acknowledged the volume by him/her for the purposes stated therein. WITNESS my hand and notarial seal this Polyandia.	RAHEEM STONE MY COMMISSION # HH 221572 EXPIRES: January 27, 2026 said County and State, do hereby certify to y satisfactory evidence, personally appear tary due execution of the foregoing instruments 15 day of May , 2023.	red
Notary Public My Commission Expires: 01/27/2026 STATE OF Florida COUNTY OF Pine//45 I, the undersigned, a Notary Public for force me this day and acknowledged the volume by him/her for the purposes stated therein. WITNESS my hand and notarial seal this Notary Public	RAHEEM STONE MY COMMISSION # HH 221572 EXPIRES: January 27, 2026 said County and State, do hereby certify to satisfactory evidence, personally appearatory due execution of the foregoing instruments of the same	red
Notary Public My Commission Expires: 01/27/2026 STATE OF Florida COUNTY OF Pine//45 I, the undersigned, a Notary Public for force this day and acknowledged the volume by him/her for the purposes stated therein. WITNESS my hand and notarial seal this Notary Public	RAHEEM STONE MY COMMISSION # HH 221572 EXPIRES: January 27, 2026 said County and State, do hereby certify to satisfactory evidence, personally appearance tary due execution of the foregoing instruments of the same of the	red

IN WI	TNESS WHEREO	F, the Owners have	e caused this Dec	claration to be	executed under
seal this the _	day of	, 20		7.0/4	
0111	DR.	(SEAL)	Food	the les	
Print Name.	, 	(SEAL)	Print N	Name: Ru	TO FORTNE
Address:	33 Howker	TAZIL		ibing witness	·
^	0	36		1714	\Rightarrow
x Carene	1 D. Joses	(SEAL)	110	V took	y/
Print Name:		Jarly .			PORTNEY
Address: 133	3 Hawkeye	2 Trail	Subscr	ibing witness	•
STATE OF \	North Carolin	W.			
COUNTY OF					
0001111 01					
I, the	undersigned, a No				
Rod tort		nsert name of subs			
me this day a	nd certified to me	under oath or by	affirmation th	at he/she is r	not a grantee or
	the transaction, sign				
document or t	Marles Larg	SVC (inse			ne of principal)
	his/her signature or	the already-signe		_ (mserr nam	ne of principal)
				٨	-7
WITN	ESS my hand and r	notarial seal this	Oday of	ilu,	, 20 <u>2</u> 5.
112001	111 140) ,,,,	NA AGO
THIN	MMUL			July,	
Notary Public	on Expires:	e mul			CHAMILIA
My Commissi	on Expires: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	0,0004			
					AUBLION S
STATE OF _	Mona I affrold	N/A			Exp. 2/8/20 2
COUNTY OF	MONORO	2		11/18	OKEE CONTIN
				•	William.
1 1 1 1 1	undersigned, a No				
	\ <u> </u>	nsert name of subs	•	· · ·	
	nd certified to me				_
beneficiary of witnessed	the transaction, sig				the foregoing
document or			eri name oj pi		ne of principal)
	his/her signature or	the already-signe	ed document.	(***********************************	ite of p. i.i.e.pui.)
					17
WITN	ESS my hand and i	notarial seal this	0 day of 0	uly,	, 20_15.
Mary	11 1 M.			ر	unnin,
Troot	Milliam			White	M M/L/
Notary Publid My Commissi	on Euripean Lal	460c,8.		3,0,	ARY
My Commissi	on Expires: 1012	1 0, 200)
					DUBY WELL
					Exp. 2/8/2015
				TIMER	OKEE CONTIN
				1111	William, A.

IN WITNESS WHEREOF, the Owners have ca	used this Declaration to be executed under
seal this the <u>22</u> day of <u>October</u> , 20 <u>42</u>	1 Lo
Ω_{\star} Ω_{θ} 1	And I to
Harry Hicke (SEAL)	of your
Print Name! Nancy JRicker	Print Name ROD FORT AC
Address: 30 thukeye Trl	Subscribing witness
	Amother
Jenes R. Riles (SEAL)	pod jours
Print Name: <u>James R. Ricker</u>	Print Name: RODF WINTY
Address: 30 HAWKEYE TRL MARBLER N.C. 28905	Subscribing witness
STATE OF North Canolina	
COUNTY OF Cherokee	
[, the undersigned, a Notary Public for said	County and State, do hereby certify that
	bing witness), personally appeared before
me this day and certified to me under oath or by af	
beneficiary of the transaction, signed the foregoing doc	rument as a subscribing witness, and either
witnessed Nrincy Rickly (insert	name of principal) sign the foregoing
document or in witnessed	(insert name of principal)
acknowledge his/her signature on the already-signed d	
WITNESS my hand and notarial seal this 28	day of July 2025
Williams My make and house som and	
A JAMIN ITI	WALL WALL
Notary Public	SO ISEATIF
My Commission Expires: Feb. 7, 2024	O. Powuss.
wy commission Expires.	
.	AUBLIAN !
STATE OF North Conolina	* P. 2/8
COUNTY OF WAD KEE	WANTE COUNTY
COUNTY OF	william.
NI, the undersigned, a Notary Public for said	County and State, do hereby certify that
	bing witness), personally appeared before
me this day and certified to me under oath or by af	
beneficiary of the transaction, signed the foregoing doc	-
	name of principal) sign the foregoing
document or in witnessed	(insert name of principal)
acknowledge his/her signature on the already-signed d	· · · · · · · · · · · · · · · · · · ·
a cotto	+ 1 2
WITNESS my hand and notarial seal this	day of 300 , 20^{12} .
Mar. WIII MA	O minimum
J STOKINIMILLA	MILLEN M MILLEN
Notary Public	SEAL!
My Commission Expires: 400,8,2034	S. OTATO
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	PUBL OF LE
	(x, exp.2/8)
	POKEE COULT
	"Million

IN WITNESS WHEREOF, the Owners have cau seal this the 4^{10} day of $\sqrt{600}$, 2023 .	sed this Declaration to be executed under
Sear this the 7 day of 270-7, 2025.	6/25
Authanie Wen CW (SEAL)	Too toling
Print Name: Stephanie Atenció	Print Name: KOD FORTA
Address: 490 Timberwood Dr.	Subscribing witnessy
(SEAL)	(Food for levs)
Print Name: Scott SI Alencia	Print Name: Kor FORTA
Address: 490 TIMINTUND DZ.	Subscribing witness
STATE OF NOT COUNTY OF NEW OKER	
me this day and certified to me under oath or by aff beneficiary of the transaction, signed the foregoing docu	ing witness), personally appeared before irmation that he/she is not a grantee or ment as a subscribing witness, and either name of principal) sign the foregoing (insert name of principal)
t.	_
WITNESS my hand and notarial seal this 25 d	$\text{ay of} \phantom{aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa$
I DOXUN I'N MIL.	WINDTHY M WILL
Notary Public My Commission Expires: 10.8 2004	O LOTISE ALL
COUNTY OF CLOROKER	10 NEF CC
me this day and certified to me under oath or by aff beneficiary of the transaction, signed the foregoing docu	ing witness), personally appeared before irmation that he/she is not a grantee or ament as a subscribing witness, and either name of principal) sign the foregoing (insert name of principal)
WITNESS my hand and notarial seal this	
WITNESS my hand and notarial seal this 0 d	ay of 3000 , 202 .
Notary Public Felo 18, 2024	ON LOTAINE ALA
	"mmm"

1739 0681

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 3 day of April , 2023. Market SEAL
Print Name: Alorn Vaughn Address: 335 Spring Branch Di.
STATE OF NC COUNTY OF CHERUKEE
I, the undersigned, a Notary Public for said County and State, do hereby certify that ARLISA VAUG HD, 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. Notary Public My Commission Expires: U 26 27 WITNESS my hand and notarial seal this 4 day of APRIL, 2023. LEIDI R MOORE Notary Public Cherokee County My Commission Expires June 26, 2027
STATE OF NC
COUNTY OF CHEROXEE
I, the undersigned, a Notary Public for said County and State, do hereby certify that 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 3 day of APRIL, 2023 .
My Commission Expires: U2427 HEIDI R MOORE Notary Public, North Carolina My Commission Expires: My Commission Expires June 26, 2027

IN WITNESS WHEREOF, the Owners have	e caused this Declaration to be executed under
seal this the 3 day of APRIL , 2023	() 9
Suprani Preuss (SEAL)	Dat torten
Print Name: Stephanie Preuss	Print Name: ROB FORTUZ
Address: 730 Tomberwood Dr.	Subscribing witness
(SEAL)	West factions
Print Name: Judson Preusc (SEAL)	Print Name: RADIFICATION
Address: 730 Timber wood Dr	Subscribing witness
Λ.	Substituting Williams
STATE OF North Carolina	
COUNTY OF	
	document as a subscribing witness, and either ert name of principal) sign the foregoing (insert name of principal)
WITNESS my hand and notarial seal this	$\frac{2}{100}$
	day of
2000 M. Miller	WAY W M
Notary Public S 2620	SEAG OTABLESEALS
My Commission Expires: 1610.8, 2024	2 20
	Augus S
an man or Whother I ample on	3. Go 2/8/10 1
STATE OF North Carolina	OKEE COUNTY
COUNTY OF	William Co.
	aid County and State, do hereby certify that
me this day and certified to me under oath or by	scribing witness), personally appeared before
beneficiary of the transaction, signed the foregoing	
	ert name of principal) sign the foregoing
document or uvitnessed	(insert name of principal)
acknowledge his/her signature on the already-signature	ed document.
n n	246 \ 9. 32
WITNESS my hand and notarial seal this	3' day of 304, 20 25.
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NUMBER	MITAL 1
Notary Public \ My Commission Expires: 15 h. X 707H	SO CARY POPUL
My Commission Expires: 400.8,3024	م کہا ی
	AUBLIAN A
	Exp. 2/8/2
	WAND KEE COMM
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IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under

Print Name: MICHAEL LEVER Address: 900 LEGACY PACK DE APT 706, Subscribing witness Print Name: Subscribing witness Print Name: Subscribing witness STATE OF NOTH Ording COUNTY OF MOVEL 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 Michael LOCK (insert name of principal) sign the foregoing	seal this the 22 day of OCOBER, 2022.	See this Decidation to be executed under
Print Name: MCHAEL LEVER Address: 900 LEART PAGE (SEAL) Print Name: Subscribing witness Print Name: Subscribing witness STATE OF North Corollon (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 of witnessed insert name of principal) sign the foregoing document as a subscribing witness, and either witnessed witnessed insert name of principal of the transaction, signed the foregoing document. WITNESS my hand and notarial seal this day of the principal of the principal oach or by affirmation that he/she is not a grantee of witnessed insert name of principal of the principal oach or principal oach or principal oach or principal oach or principal oach of the principal oach of principal oach oach oach of principal oach of principal oach oach oach oach oach oach oach oach		to the line
Address: 100 LEART PART 7.6 Subscribing witness Subscribing witness		rod forling
Print Name:	Print Name: ATCHAEL LEDEK	
Print Name:	Address: 100 CEGACY PARK DK AT 1786,	Subscribing witness
Print Name: Address: Subscribing witness STATE OF North Cordina COUNTY OF MOOKEE 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 maintenance of principal acknowledge his/her signature on the already-signed document. WITNESS my hand and notarial seal this day of (insert name of principal) 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 mittensed (insert name of principal) sign the foregoing document or mittensed (insert name of principal) sign the foregoing document or mittensed (insert name of principal) sign the foregoing document or mittenses (insert name of principal) sign the foregoing document or mittenses (insert name of principal) sign the foregoing document or mittenses (insert name of principal) sign the foregoing document or mittenses (insert name of principal) sign the foregoing document or mittenses (insert name of principal) sign the foregoing document or mittenses (insert name of principal) sign the foregoing document or mittenses (insert name of principal) sign the foregoing document or mittenses (insert name of principal) sign the foregoing document or mittenses (insert name of principal) sign the foregoing document or mittenses (insert name of principal) sign the foregoing document or mittenses (insert name of principal) sign the foregoing document or mittenses (insert name of p		
Subscribing witness STATE OF North Ordina COUNTY OF MOVEL I, the undersigned, a Notary Public for said County and State, do hereby certify that (insert name of subscribing witness), personally appeared before witnessed witnessed (insert name of principal) sign the foregoing document or witnessed (insert name of principal) sign the foregoing document or witnessed (insert name of principal) sign the foregoing document. WITNESS my hand and notarial seal this day of (insert name of principal) I, the undersigned, a Notary Public for said County and State, do hereby certify that (insert name of principal) 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) sign the foregoing document or witnessed (insert name of principal) sign the foregoing document or witnessed (insert name of principal) sign the foregoing document or witnessed (insert name of principal) sign the foregoing document or witnessed (insert name of principal) sign the foregoing document or day of (insert name of principal) sign the foregoing document or day of (insert name of principal) sign the foregoing document or day of (insert name of principal) sign the foregoing document or day of (insert name of principal) sign the foregoing document or day of (insert name of principal) sign the foregoing document or day of (insert name of principal) sign the foregoing document or day of (insert name of principal) sign the foregoing document or day of (insert name of principal) sign the foregoing document or day of (insert name of principal) sign the foregoing document or day of (insert name of principal) sign the foregoing document or day of (insert name of principal		Print Name
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 (insert name of principal) acknowledge his/her signature on the already-signed document or (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 (insert name of principal) sign the foregoing document or 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 (insert name of principal)		· · · · · · · · · · · · · · · · · · ·
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 of 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 (insert name of principal) 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) sign the foregoing acknowledge his/her signature on the already-signed document. WITNESS my hand and notarial seal this day of (insert name of principal)		
I, the undersigned, a Notary Public for said County and State, do hereby certify that (insert name of subscribing witness), personally appeared before 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 (insert name of principal) 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) sign the foregoing acknowledge his/her signature on the already-signed document. WITNESS my hand and notarial seal this day of (insert name of principal)	STATE OF NORTH CONDING	
(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	COUNTY OF Cherokee	
me this day and certified to me under oath or by affirmation that he/she is not a grantee of beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either witnessed		•
beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either witnessed		
document or witnessed		
WITNESS my hand and notarial seal this day of		
Notary Public My Commission Expires: 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)
Notary Public My Commission Expires: 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		
Notary Public My Commission Expires: 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	WITNESS was bond and notonial goal this 28 th	huas 2023
STATE OF	WITNESS my nand and notarial seal this 20 di	ay or www.
STATE OF	al John WMMI	THE WIND
STATE OF	Notary Public	O OTARIGBÂLI
STATE OF	My Commission Expires: 400, 8, 2024	
I, the undersigned, a Notary Public for said County and State, do hereby certify that	•	AUBLIO : S
I, the undersigned, a Notary Public for said County and State, do hereby certify that		50.2/8 p.07. 12.3
I, the undersigned, a Notary Public for said County and State, do hereby certify that		OKEE COUNTY
	COUNTY OF	Millian .
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 [SEAL]		•
□ 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 [SEAL]	me this day and certified to me under oath or by aff	irmation that he/she is not a grantee or
document or witnessed		
document or witnessed	□ witnessed (insert n	name of principal) sign the foregoing
WITNESS my hand and notarial seal this day of, 20 Notary Public [SEAL]	document or \square witnessed	(insert name of principal)
WITNESS my hand and notarial seal this day of, 20 Notary Public [SEAL]	acknowledge his/her signature on the already-signed do	ocument.
•		
•	Notary Public	[CFAI]
		[OD/YD]

[SEAL]

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under seal this the 27 day of October, 2022. Print Name: Daniel C. Wills Address: 1332 windpointe way, Knowille, TN 37931 1332 Windpoints Way, Knowille, TN Print Name: 2 Address: STATE OF Tennessee COUNTY OF 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 Ztt day of October, 2022. [SEAL] Notary Public My Commission Expires: 01/04/2025 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____.

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed u seal this the 27 day of October, 2022.	nder
Dariel C. Nille (SEAL)	
Print Name: Daviel C. Mells Address: 1332 Windpointe way, Knowille, TN 37931	
Print Namer Sarah Mills Address: 1332 Windpointe Way Knowille, TW	
STATE OF Tennessee	
COUNTY OF Knox	
I, the undersigned, a Notary Public for said County and State, do hereby certify Darie \ 2 Sarah Mill 5, proven by satisfactory evidence, personally appeared before this day and acknowledged the voluntary due execution of the foregoing instrument by him for the purposes stated therein.	e me
WITNESS my hand and notarial seal this 27th day of October, 2022.	
Notary Public My Commission Expires: 6\/04/2025 STATE OF TENNESSEE NOTARY PUBLIC SEAL	
STATE OF	
COUNTY OF	
I, the undersigned, a Notary Public for said County and State, do hereby certify, proven by satisfactory evidence, personally appears	
before me this day and acknowledged the voluntary due execution of the foregoing instrurby him/her for the purposes stated therein.	
WITNESS my hand and notarial seal this day of, 20	
Notary Public [SEAL] My Commission Expires:	

IN WITNESS WHEREOF, the Owners have caused this Declarates seal this the 21 day of 000 900, 20 72	tion to be executed under
Print Name: (SEAL) Print Name: (SEAL) Address: (SEAL) Print Name: (SEAL)	
Print Name: LIPITH LEVEL Address: 912 TIMER MOOD DRIVE HANGLE, Nº 28705	
STATE OF Tennessee	
COUNTY OF Knox	
I, the undersigned, a Notary Public for said County and State John & Julith Leder, proven by satisfactory evidence, person this day and acknowledged the voluntary due execution of the foregoin for the purposes stated therein.	ally appeared before me g instrument by him/her
WITNESS my hand and notarial seal this 27th day of Octob	er ,20 <u>77</u> .
Notary Public My Commission Expires: 01/04/2025 STATE OF TENNESSEE NOTARY	[SEAL]
STATE OF	,
COUNTY OF	
I, the undersigned, a Notary Public for said County and State	•
before me this day and acknowledged the voluntary due execution of t by him/her for the purposes stated therein.	
WITNESS my hand and notarial seal this day of	, 20
Notary Public My Commission Expires:	[SEAL]

d this Declaration to be executed under
KODTCRINET O
Print Name:
Subscribing witness
HOD FORTHET , OL
Print Name: () Altonhing
Subscribing witness
anty and State, do hereby certify that
g witness), personally appeared before
nation that he/she is not a grantee or
ent as a subscribing witness, and either
ne of principal) sign the foregoing
(insert name of principal)
of July 3223
MILLEDIN
and the same of th
O AMBEAL) U
PUBLICA
THE POWER
W. WOKE WALL
anty and State, do hereby certify that g witness), personally appeared before
nation that he/she is not a grantee or
ent as a subscribing witness, and either
me of principal) sign the foregoing
(insert name of principal)
ment.
of Joly , 2023.
on
MILLONIA
KIAGES[SEPAI2]
SON MARY
0 × 5 0 z
PUBY OF S
14, Chr. Exp. 218 (0)
" SPOKEE" "

IN WITNESS WHEREOF, the Owners h	have caused this Declaration to be executed under
seal this the 2ndday of December, 20 20	<u>&</u>
Rn. E he (SEAL)	
Print Name: Reign E. Sall	
Address: 1252 Tinhermond An	
MARGIE NC 18905	
(I) A X X	
Print Name: Glizabeth C Smith	
Address: 1292 Timber wind Dr Marble NC 28905	
STATE OF North Carolina	
STATE OF NOrth Carolina	
county of <u>Cherokee</u>	
	r said County and State, do hereby certify that sfactory evidence, personally appeared before me
this day and acknowledged the voluntary due ex	execution of the foregoing instrument by him/her
for the purposes stated therein.	
WITNESS my hand and notarial seal thi	is 2ndday of <u>December</u> , 2022.
	10 <u>2.</u> uty 01 <u>Seco., 20 1</u>
Dreida S Xump	
Notary Public	BRENDA S JUMPAL]
My Commission Expires: March 12, 21	
	CHEROKEE COUNTY, NORTH CAROLINA
. 1	
state of North Carolina	
corner on the end ag	
county of Cherokee	
I, the undersigned, a Notary Public for	r said County and State, do hereby certify that
	by satisfactory evidence, personally appeared
•	intary due execution of the foregoing instrument
by him/her for the purposes stated therein.	
WITNESS my hand and notarial seal thi	is <u>and day of December</u> , 20 <u>22</u> .
Boards Commo	
10 what 5 mins	FOTE A L 1
Notary Public My Commission Expires: March 12, 206	SEAL] みつ
111 Commission Expires. 11 WC-12 (· · ·
	DOTAIDA C II ISAD
	BRENDA S JUMP
	NOTARY PUBLIC

CHEROKEE COUNTY, NORTH CAROLINA

IN WITNESS WHEREOF, the Owners have caused	l this Declaration to be executed under
seal this the day of <u>TULY</u> , 2023	
v. () // hum // pales cons	Don't Turk
(SEAL)	Print Name: Top FORTUE
Print Name: Homes Way vo Voyles	Print Name: Tob FORTUE Subscribing witness
Address: 1290 Timberwood WR.	Subscribing whites
(SEAL)	1900 talky
Print Name: Parolen Danagar	Print Name: POT FORTNE
Address: 1290 Lem Server & 33905	Subscribing witness
medan Marchan	
STATE OF NORTH CONOLING	
COUNTY OF WANTED	
I, the undersigned, a Notary Public for said Cour	nty and State, do hereby certify that
	witness), personally appeared before
me this day and certified to me under oath or by affirm	
beneficiary of the transaction, signed the foregoing docume	
witnessed Honey While Youles (insert name	
document or usitnessed	(insert name of principal)
acknowledge his/her signature on the already-signed docur	ment.
	\ A
WITNESS my hand and notarial seal this 28 day	of July , 20 25.
IV all HALDON	MANUAL MA
2008/IMIMIUL	
Notary Public \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	O OTAH SEAR
My Commission Expires: $10800000000000000000000000000000000000$	
,	AUBLIO SE
and had been	\$0.2/8/20 ³
STATE OF NOTTO (QUO) WE	OKEE COUNTY
COUNTY OF WARNOKE &	Thursday.
I the undersianed a Notary Dublic for gold Cour	nty and State do haraby cortify that
I, the undersigned, a Notary Public for said County of Subscribing	witness), personally appeared before
· · · · · · · · · · · · · · · · · · ·	, , , , , , , , , , , , , , , , , , , ,
me this day and certified to me under oath or by affirm	
beneficiary of the transaction, signed the foregoing docume witnessed fire the foregoing docume (insert name)	ne of principal) sign the foregoing
document or \square witnessed (insert name)	(insert name of principal)
acknowledge his/her signature on the already-signed docu	· · · · · · · · · · · · · · · · · · ·
.i	\ \ \
WITNESS my hand and notarial seal this 24 day	of July 120 money
William III was a see and a see and a see and a see a	J. J. J. H. W.
COM WINNER	MARK
Notary Public S again	Eo: →[SEAL]
My Commission Expires: Feb. 8, 2024	
	S. V. DAR.
	70.2/81
	WEECO

IN WITNESS WHEREOF, the Owners have caused this Decla	aration to be executed under
seal this the $\frac{28}{100}$ day of $\frac{104}{1000}$, $\frac{2023}{1000}$.	
Teal forling (SEAL)	
Print Name: ROD FORTUE!	
Print Name:	
MARBLENC	
teased. Harker (SEAL)	
Print Name: Peggy & Parker	
Print Name: <u>Peggy & Parker</u> Address: <u>1388 Timber wood</u> Dr	
Harble, NC 28905	
STATE OF North Carolina	
COUNTY OF Werokee	
I, the undersigned, a Notary Public for said County and State of the Loring Public for said County and State of the Lor	sonally appeared before me
WITNESS my hand and notarial seal this 25th day of	l. 2023
withess my hand and notarial seal this 20 day of 30	, 20
CLOUSY IN MILL	300000000000000000000000000000000000000
Notary Public Tale & 2024	SEAL]
My Commission Expires: \(\frac{\frac{1}{2024}}{2024}\)	CHARL
	PUPL
STATE OF North Cavolina	3/6 19.2 CO 11.1
COUNTY OF <u>Nevokee</u>	NAOKEE OFFICE
COUNTY OF	
I, the undersigned, a Notary Public for said County and S	tate, do hereby certify that
reapy Parker, proven by satisfactory evid	
before me this day and acknowledged the voluntary due execution by him/her for the purposes stated therein.	of the foregoing instrument
WITNESS my hand and notarial seal this 24 day of	<u>ly</u> , 20 <u>23</u> .
STRAIL AND STO.	A CONTRACTOR OF THE PARTY OF TH
Notary Public Notary Public	[SEAL]
My Commission Expires: Feb. 8, 2024	MAY
	Z S S
	AUBY A E
	Circ. Exp. 219 CO. L.
	NAWOKER WA

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under	
seal this the 1^{n} day of 3023 .	
VII 1 K & / 1	
X Wands & Dolota (SEAL)	روم
Print Name: WANDA K. Schota Print Name: Red Feet	~
Address: 1300 Timberwood Dr Subscribing witness	
X Ret P Solute (SEAL) / How try	
Print Name: ROBERT & SOBOTA Print Name: ROD FORTUEY	
Address: 1300 Timberwood DR Subscribing witness	
STATE OF NOVEM COUNTY	
COUNTY OF CANADARY	
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 Wayaa K Solo a (insert name of principal) sign the foregoing	
document or \square witnessed (insert name of principal)	
acknowledge his/her signature on the already-signed document.	
ے کہ ملایہ	
WITNESS my hand and notarial seal this day of 20_23.	
Transition Million	
TOO MY MILL	
Notary Public [SEAL]	
My Commission Expires: 166.8,2024	
ALBUNA LE	
STATE OF North LOVOLING	
COUNTY OF CANONS COUNTY OF COUNTY OR	
· · · · · · · · · · · · · · · · · · ·	
Robert P Sobotto (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 Solvota (insert name of principal) sign the foregoing	
document or \square witnessed (insert name of principal)	
acknowledge his/her signature on the already-signed document.	
WITNESS my hand and notarial seal this 25th day of July 2023.	
WITNESS my nand and notarial seal this day of 30000, 2000.	
() DA SV) IT White	
Notary Public ARYSEAL	
My Commission Expires: 40.6224	
My Commission Expires. 102 500 2	
PUBY RESE	
Exp. 2 St. College	
ROKEE	

IN WITNESS WHEREOF, the Owners have cau	sed this Declaration to be executed under
seal this the $\frac{4}{100}$ day of $\frac{101}{100}$, $\frac{2023}{100}$.	
(SEAL)	Cost for tuy
Print Name: Marina Kloppel	Print Name: FORTN
Address: 1352 Timberwood Dr.	Subscribing witness
(CEAL)	Man In The
Frint Name: Soseph Toor	Print Name: Kon FORTA
Address: 1352 (inhancood of	Subscribing witness
STATE OF North Carolina	
COUNTY OF MOTOROS	
I, the undersigned, a Notary Public for said C	
	ing witness), personally appeared before
me this day and certified to me under oath or by affi beneficiary of the transaction, signed the foregoing docu	irmation that ne/sne is not a grantee or iment as a subscribing witness, and either
witnessed Wart of Klobbel (insert in	name of principal) sign the foregoing
document or unwitnessed	(insert name of principal)
acknowledge his/her signature on the already-signed do	cument.
WITNESS my hand and notarial seal this di	20 23
WITNESS my hand and notarial seal this 20 da	ay of What William William .
DIOMINIMINA	
Notary Public ()	20TA/SEÁLT
My Commission Expires: Feb. 8, 2024	
	AUBLIO SE
STATE OF North Couoling	16 16 2/8 F
COUNTY OF CHINOKLE	WHEE COM
I, the undersigned, a Notary Public for said C	
	oing witness), personally appeared before
me this day and certified to me under oath or by affi beneficiary of the transaction, signed the foregoing docu	
witnessed Joseph Toomey (insert r	name of principal) sign the foregoing
document or un witnessed	(insert name of principal)
acknowledge his/her signature on the already-signed do	ocument.
WITNESS my hand and notarial seal this 25th d	av of \Rightarrow 20^{23}
WITHESS my hand and notation scar thisty of the	ay 01
LOOGIN WILL	WHY M MILL
Notary Public \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	(SPA)
My Commission Expires: $\frac{10.8,3024}{10.8,3024}$	50. 70 Wut
	1. Sto 2/8/201
	INOKEF COUNTY
	Minning

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under		
seal this the 7 day of APRIL, 2023		
Kallingon (SEAL)	Heat forther	
Address: 1492 Timbly wood DV	Print Name: Pob feet NE) Subscribing witness	
Print Name: Vincent Occhio 90050	Print Name: 200 FORTNEY	
Print Name: Vincent Occhogrosso Address: 1492 Tuberwood Dr	Subscribing witness	
STATE OF NORTH CAVOLING COUNTY OF CHROKER		
me this day and certified to me under oath or by aff	ping witness), personally appeared before irrmation that he/she is not a grantee or	
beneficiary of the transaction, signed the foregoing document witnessed Kinishin Dichio (insert of the second seco	name of principal) sign the foregoing	
document or usitnessed acknowledge his/her signature on the already-signed document or usitnessed	(insert name of principal)	
WITNESS my hand and notarial seal this d	ay of July 2023.	
Notary Public To Consol	M M////	
My Commission Expires: Feb. 8, 2024		
STATE OF North Carolina	OKEE CO. 1.1.	
COUNTY OF (MI) oble	County and State do hereby certify that	
	bing witness), personally appeared before	
beneficiary of the transaction, signed the foregoing document witnessed \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	ument as a subscribing witness, and either	
document or usinessed acknowledge his/her signature on the already-signed do	(insert name of principal)	
WITNESS my hand and notarial seal this	ay of $\frac{2023}{2}$.	
Notary Public Star (22)	MMILLES IN THE INTERIOR	
My Commission Expires: Levis 2024		
	PUB ON A	
	W.SROKEE COM	

IN WITNESS WHEREOF, the Owners hav	re caused this Declaration to be executed under
seal this the 10 day of APRIL, 2023	
R (SEAL)	Don Harley
Print Name: Randall J SMITH	Print Name: FOD FORT NEY
Address: 1670 Timbergod De	Subscribing witness
Λ C)	
nonday bout (SEAL)	nation
Print Name: Nondace smits	Print Name: <u>Korfull NE</u> Subscribing witness
Address: 1070 Timberwood Dr	Subscribing witness
STATE OF North Canolina	
COUNTY OF METOKIL	
	aid County and State, do hereby certify that
me this day and certified to me under oath or b	oscribing witness), personally appeared before
beneficiary of the transaction, signed the foregoing	document as a subscribing witness, and either
witnessed Randall J Shith (ins	sert name of principal) sign the foregoing
document or □ witnessed	(insert name of principal)
acknowledge his/her signature on the already-sign	ed document.
WITNESS my hand and notarial seal this	X44 200 of 11/16 2023
WITNESS my hand and notatial seal tills	day of
d som William	MAN MAN
Notary Public	SEAL]
My Commission Expires: 1018, 2024	0 20 TAN
N N	S S S
STATE OF NORTH WIRDLING	C. C. OBLOS
COUNTY OF MINOKIE	POKEE CONTIN
	W. W. W. C.
	aid County and State, do hereby certify that
	bscribing witness), personally appeared before
me this day and certified to me under oath or beneficiary of the transaction, signed the foregoing	
	sert name of principal) sign the foregoing
document or witnessed	(insert name of principal)
acknowledge his/her signature on the already-sign	ed document.
www.mog	Ahrang \all. 2023
WITNESS my hand and notarial seal this	5 day of
WINNARC B	WILLER THE
Notary Public	SEAL]
My Commission Expires: \(\frac{\text{\tince}\text{\te}\text{\tetx{\text{\texi}\text{\text{\text{\text{\texicl{\text{\texi}\text{\text{\texict{\text{\texi}\tex{\text{\tex{\texict{\text{\text{\tii}}\\ \text{\texicl{\tiint{\text{\	
	TO THE STATE OF TH
	Exp. 2/8/105
	PROKEE
	"Minnin"

IN WITNESS WHEREOF, the Owners have	e caused this Declaration to be executed under
seal this the 19 day of ARIL, 2023	
	A and the
(SEAL)	(C) D) contrag
Print Name: DALE MACAGING	Print Name: PORT PORTNEY
Address: 1672 Timber Wood	Subscribing witness
Kim Marathusean	Kop Forting
Print Name: KIM MACAR (HY	Print Name: PER FORTNEX
Address: 1612 Timberwood	Subscribing witness
Address. 1015 (1115)	Subscribing withess
STATE OF North (MO) NO	
COUNTY OF WHITOKER	
J. the undersigned, a Notary Public for sa	aid County and State, do hereby certify that
	scribing witness), personally appeared before
me this day and certified to me under oath or by	7.1
beneficiary of the transaction, signed the foregoing	document as a subscribing witness, and either
witnessed Dule Malaythy (ins	vert name of principal) sign the foregoing
document or uitnessed	(insert name of principal)
acknowledge his/her signature on the already-signature	
dokilowiougo institut signature on are unously sign	(H)
WITNESS my hand and notarial seal this	Oday of \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
1100011111111	
DODAN MILLE	WHY M MILLS
Notary Public	SON SEAL
My Commission Expires: Flor8 2624	SO POLANT
	` ` ' ' ' ' ' ' ' ' ' '
. N . N . N	AUBLION ! ?
STATE OF NOTAN (MIONING	5.0.2/8/2.
COUNTY OF Che Oke	OKEE COUNTY
	"Minimum"
, the undersigned, a Notary Public for sa	
	scribing witness), personally appeared before
me this day and certified to me under oath or by	
beneficiary of the transaction, signed the foregoing	
witnessed KIN WINCULTHY (ins	sert name of principal) sign the foregoing
document or \square witnessed	(insert name of principal)
acknowledge his/her signature on the already-sign	ed document.
7	oth 1 1 2
WITNESS my hand and notarial seal this	8^{t} day of July $\frac{20}{3}$.
-11-101.1111.	WWW M MILLS
C D WM MINE	THE THE PARTY OF T
Notary Public San	TAR (SEAL)
My Commission Expires: 40820	
,	ALIRLO Z
	= Q: . on 2/2/2017 X
	MARONE CONT
	William Control

IN WITNESS WHEREOF, the Owners have caused	d this Declaration to be executed under
seal this the $\frac{7}{2}$ day of $\frac{12}{2}$, $\frac{2023}{2}$	
(SEAL)	Tool forting
	Print Name: ROD FORTALY
Address: 1722 Timberwick Prive, Markle 4C 289	Subscribing witness
1 46 289	05
(SEAL)	Tollow)
Print Name: \ Darcy Ford	Print Name: R.D FORTNEY
Address: 1727 Timberwad Dr	Subscribing witness
STATE OF North CAVOLLY	
COUNTY OF Cherokle	
COUNTY OF	
Is the undersigned, a Notary Public for said Cou	nty and State, do hereby certify that
Rod forthey (insert name of subscribing	g witness), personally appeared before
me this day and certified to me under oath or by affirm	
beneficiary of the transaction, signed the foregoing docume	ent as a subscribing witness, and either
document or witnessed (insert name)	ne of principal) sign the foregoing (insert name of principal)
acknowledge his/her signature on the already-signed docu	ment (insert name of principal)
WITNESS my hand and notarial seal this day	of $\sqrt{1}$ $\sqrt{2}$ $\sqrt{2}$
1 200 11 11 100	O O O O O O O O O O O O O O O O O O O
JOBO MILINA	THY M. M.
Notary Public \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	O LOTAS SEAL ?
My Commission Expires: \(\frac{1}{20} \) \(\frac{20}{21}\)	esp.
. ^	S PUBLIC /U
STATE OF NOTH CAVOLINE	70.2/8/2018 A
COUNTY OF ("INDITION OF	TEE COUNTY
	"Minimum"
I the undersigned, a Notary Public for said Cou	nty and State, do hereby certify that
	g witness), personally appeared before
me this day and certified to me under oath or by affirm	
beneficiary of the transaction, signed the foregoing docume	ent as a subscribing witness, and either ne of principal) sign the foregoing
document or witnessed (insert name)	ne of principal) sign the lolegoing (insert name of principal)
acknowledge his/her signature on the already-signed docu	
works will be a significant of the same of	
WITNESS my hand and notarial seal this day	of <u>why</u> 20,23.
J room I I I Mar	THY M M
I way w while	
Notary Public My Commission Expires: Feb. 8, 2024	O. Fordal Walsh
My Commission Expires: 40, 8, 2024	A
	OBL.
•	KEE COUNTY
	William County

BK:01739 PG:0697

IN WITNESS WHEREOF, the Owners have cause seal this the Drag day of JUNE, 2023	ed this Declaration to be executed under
- 0	Mont only
Print Name: Prunen HUOVINEN	Print Name: ROFER THE
Print Name: PKHARD HUOVINEN Address: P.O. 141 MARKE NC 28905	Subscribing witness /
(SEAL)	D'ANT
Print Name:	Print Name:
Address:	Subscribing witness
STATE OF North Coud Ma COUNTY OF CHONOKER	
It the undersigned, a Notary Public for said Composition (insert name of subscribing me this day and certified to me under oath or by affirm beneficiary of the transaction, signed the foregoing document witnessed	ng witness), personally appeared before mation that he/she is not a grantee or nent as a subscribing witness, and either time of principal) sign the foregoing (insert name of principal)
WITNESS my hand and notarial seal this day	$\sqrt{2023}$.
Joseph Moller	WALLEY WALL
Notary Public	ESEAL]
My Commission Expires: \(\frac{\frac{1}{202}}{1000}\)	
	PUBLANT
STATE OF	1, Cr. 2/8/15/2
COUNTY OF	WWOKEE COM
	ng witness), personally appeared before
me this day and certified to me under oath or by affirm	
beneficiary of the transaction, signed the foregoing docum	nent as a subscribing witness, and either
□ witnessed (insert na document or □ witnessed	ime of principal) sign the foregoing
document or unwitnessed acknowledge his/her signature on the already-signed document	ument.
WITNESS my hand and notarial seal this day	
77	FOT AT 3
Notary Public	[SEAL]
My Commission Expires:	

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed under
seal this the 17 day of MARCH, 2023.
Day & Silve (SEAL)
Print Name: GARY J DEMCHIK
Address: 1205 REGIMENT COURT NW
Victoria & Demelul (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 the force of the county 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 Mp day of
STATE OF COLD
COUNTY OF
I, the undersigned, a Notary Public for said County and State, do hereby certify that \(\subseteq \subseteq \text{Lip} \), 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 March, 2023
Notary Public My Commission Expires: Spires: S

IN WITNESS WHEREOF, the Owners have cause	ed this Declaration to be executed under
seal this the $\frac{32}{}$ day of $\frac{APRIL}{}$, 2023	
(SEAL)	Aca Torting
Print Name! Terrifer Stritar	Print Name: KOB FORTNEY
Address: 460 Spring Branch Dr. Marble 28905	Subscribing witness
(SEAL)	It al fanting
Print Name: Michael Stribar	Print Name: RED FORTWEY
Address: 460 Spring Branch Dr	Subscribing witness
STATE OF North CANOLING	
COUNTY OF WORKE	
V, the undersigned, a Notary Public for said Con	unty and State do hereby certify that
	and state, do hereby certify that ag witness), personally appeared before
me this day and certified to me under oath or by affirm	mation that he/she is not a grantee or
beneficiary of the transaction, signed the foregoing docum	ent as a subscribing witness, and either
witnessed <u>Janniky Stritar</u> (insert na document or witnessed	(insert name of principal)
acknowledge his/her signature on the already-signed docu	ument.
WITNESS my hand and notarial seal this day	of \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
withess my hand and notarial seal tills of day	01 2004
A BOYWING WILL	THE WALL
Notary Public My Commission Expires: 40.8 2024	OTANSEATA
wy Commission Expires. 4 0210 000	`S.
so eleant laste	AUBLIO S
STATE OF WORLD COUNTY OF COUNTY OF	OKEE COUNTY
COUNTY OF	William William
I, the undersigned, a Notary Public for said Con	•
me this day and certified to me under oath or by affirm	ng witness), personally appeared before
beneficiary of the transaction, signed the foregoing docum	· · · · · · · · · · · · · · · · · · ·
witnessed Michael Stritay (insert na	me of principal) sign the foregoing
document or usitnessed acknowledge his/her signature on the already-signed document.	(insert name of principal)
acknowledge ms/her signature on the already-signed doct	inent.
WITNESS my hand and notarial seal this day	of July , 2023.
al mark dil All o.	William Market
Notary Public	SEAL 1
My Commission Expires: 10, 8, 30, 34	TARTOL OF
	0 2/8/20 X
	OKEE COUNTY
	""Innum"

Lot#	Key	Owner Names	CCRs Signed
	Landman	Camilla & Zevy Landman	
	Cao	Johnny P. Cao (Alarmtek)	
	Sharkey	David & Lisa Sharkey	
	Rodriguez	Mauricio Rodriguez	
5A	Roy	Tommy Dean & Monica Lee Roy	Υ
5B	Chiappetta	Mike & Janna Chiappetta	Υ
	TDC	Timberwood Development Corp	
	Eisel	Nick Eisel & Christina Stevens	Υ
	Derakhshan	Maggie Derakhshan & Justin Gheen	Υ
	Gentzel	Eric & Ginger Gentzel	Υ
	Larsen	Charles & Carmen Larsen	Υ
	Wiggins	Jerry Wiggins	
	Ricker	James & Nancy Ricker	Υ
	Atencio	Scott & Stephanie Atencio	Υ
	Koonce	Matthew & Meghan Koonce	
	Vaughn	Alan & Arlissa Vaughn	Υ
	Preuss	Judson and Stephanie Preuss	Υ
	Peluso	Robert Peluso	
	TDC	Timberwood Development Corp	
	Vaughn	Alan & Arlissa Vaughn	Υ
	Oliphant	Eddie & Rebecca Oliphant	
	Carew	John P & Barbara L Carew	
	Preuss	Judson and Stephanie Preuss	Y
	Leder	John & Judi Leder	Υ
	Leder	Michael Leder & Sarah Mills	Υ
	Waterman	Brian & Chanin Waterman	Υ
	Smith1	Brian E. & Elizabeth C. Smith	Υ
	Voyles	Wayne Voyles & Carolyn Flanagan	Y
	Fortney	Rod Fortney & Peggy Parker	Y
	Sobota	Bob & Wanda Sobota	Ϋ́
	Rogers	Jon & Barbara Rogers	
	Grubb	Eric & Irene Grubb	<u> </u>
	Toomey	Joe Toomey & Marina Kloppel	Υ
	Ainsworth	Ken & Faye Ainsworth	<u> </u>
	Occhiogrosso	Vinnie & Kristin Occhiogrosso	Υ
	Sobota II	Robert Sobota II	•
	Mishler	Brian & Diane Mishler	
	Mishler	Brian & Diane Mishler	1.77
	Smith2	Randall & Nondace Smith	Υ
	Macarthy	Dale M & Kim A Macarthy	Ϋ́
	Coene	Paul Coene & Darcy Ford	TŸ
		Mike & Cassie Boyle	-
	Boyle	Mike & Casse Boyle Mike & Terri Eiffert	
	Eiffert		Υ
	Huovinen	Richard Huovinen Richard Huovinen	TY T
	Huovinen	Ronald Stuelcken & Elizabeth Ann Ellstrom	+
	Stuelcken		
46	Walters	David & Tracey Walters	

1739 7 0701

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