

This instrument Prepared by
Cannon Law, P.C.

Return this Instrument to:

Battle Branch Subdivision
P.O. Box 264
Bryson City, NC 28713

FILED May 26, 2021
AT 11:26:53 am
BOOK 00492
START PAGE 0614
END PAGE 0626
INSTRUMENT # 01300
EXCISE TAX (None)

**AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS,
AND EASEMENTS
FOR
BATTLE BRANCH SUBDIVISION**

STATE OF NORTH CAROLINA
COUNTY OF SWAIN

THIS DECLARATION is approved by the Lot Owners in Battle Branch Subdivision and is effective upon recording in the office of the Register of Deeds of Swain County, North Carolina. The property subject to this Declaration is located in Swain County, North Carolina and is more particularly described in the Declaration of Restrictive Covenants for Battle Branch Subdivision recorded on April 20, 1977 in Book 115, Page 233 in the office of the Register of Deeds of Swain County, North Carolina.

WITNESSETH:

WHEREAS, Battle Branch’s developer issued deeds with restrictions in each deed for the following deeds conveying property within the Battle Branch Subdivision recorded at the Swain County Register of Deeds (hereafter the “Subdivision Property”):

- Deed Book 96, at Page 207
- Deed Book 96, at Page 193
- Deed Book 104, at Page 483
- Deed Book 99, at Page 426
- Deed Book 99, at Page 529
- Deed Book 96, at Page 187
- Deed Book 95, at Page 313
- Deed Book 107, at Page 577
- Deed Book 99, at Page 535
- Deed Book 103, at Page 113
- Deed Book 99, at Page 517
- Deed Book 96, at Page 200
- Deed Book 99, at Page 523

Deed Book 94, at Page 258
Deed Book 103, at Page 292
Deed Book 93, at Page 426
Deed Book 99, at Page 511
Deed Book 99, at Page 420

WHEREAS, a Declaration of Restrictive Covenants for Battle Branch Subdivision was recorded on April 20, 1977 in Book 116, Page 233 in the Office of the Register of Deeds in Swain County, North Carolina (hereafter the "1977 Declaration") to repeal and release said deed restrictions and adopt the restrictive covenants contained within the Declaration of Restrictive Covenants for Battle Branch Subdivision; and

WHEREAS, Lot Owners within the Subdivision wish to amend and restate the 1977 Declarations; and,

WHEREAS, the owners of at least 67% of the Lots constituting the Subdivision Property have approved the application of the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes to this Planned Community and the following Restated Declaration of Covenants, Restrictions, and Easements for Battle Branch Subdivision by ballot pursuant to N.C.G.S. § 55A-7-08 and N.C.G.S. § 47F-2-117.

NOW THEREFORE, it is agreed that the undersigned Lot Owners agree that the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes, is applicable to this Planned Community pursuant to N.C.G.S. § 47F-1-102(d).

FURTHERMORE, it is agreed that the 1977 Declaration is amended by repealing the 1977 Declaration in its entirety and substituting the following in its place and stead:

RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS
FOR
BATTLE BRANCH SUBDIVISION
ARTICLE 1
DEFINITIONS

The following words, when used in this Declaration of Covenants, Restrictions, and Easements, shall have the following meanings:

1.01 Association: "Association" means "Battle Branch Road Association" (A nonprofit, non-stock, membership corporation organized under the North Carolina Nonprofit Corporation Code), its successors and assigns.

1.02 Board: "Board" means the Board of Directors of the Association.

1.03 By-Laws: "By-Laws" means the By-Laws of the Association.

1.04 Lot: "Lot" means any parcel of land described in the Declaration of Covenants dated April 19, 1977 recorded at Book 116 page 233 of the Swain County Register of Deeds, North Carolina, subject to this Declaration or as shall subsequently become subject to this Declaration by amendment of this Declaration.

1.05 Member: "Member" means any member of the Association.

1.06 Membership: "Membership" means the collective total of all Members of the Association.

1.07 Occupant: "Occupant" means any person occupying all or any portion of a Dwelling located within the Subdivision for any period, regardless of whether such person is a tenant or the Owner of such property; or a guest of either.

1.08 Owner: "Owner" and "Lot Owner" means the record Owner, whether one or more persons or entities, of a fee simple title to any Lot; provided, however, that where fee simple title has been transferred and is being held merely as security for the repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner.

1.9 Property: "Property" means the real property subject to this Declaration, and any Additional Property as may be added by amendment of this Declaration pursuant to Article XI herein.

1.10 Dwelling: "Dwelling" means a structure and the Lot on which it is situated which is intended for independent use and occupancy as a Dwelling for a single family. A structure and the Lot upon which it is situated shall not become a Dwelling until a certificate of occupancy shall have been issued by the appropriate governmental authorities as a pre-requisite to the occupancy of such Dwelling. The Owner of a Dwelling shall notify the Association or its designee immediately upon issuance of a Certificate of Occupancy for the Dwelling.

1.11 Restrictions: "Restrictions" means all covenants, restrictions, easements, charges, liens, and other obligations created or imposed by this Declaration and any amendments hereafter adopted.

1.12 "Single family residential purposes" shall mean activities reasonably associated with and incidental to occupancy by one (1) or more persons functioning as an integrated family unit rather than independent persons who share only the place where they sleep and take their meals. Single family purposes shall not include any commercial use.

1.13 Structure: "Structure" means:

(a) Any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, deck, swimming pool, dock, fence, driveway, curbing, paving, wall, tree, shrub (and all other forms of landscaping), sign, signboard, temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvement to such Lot; and

(b) Any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon, or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash, or drainage channel from, upon, or across any Lot.

ARTICLE II
BATTLE BRANCH ROAD ASSOCIATION

2.01 *Battle Branch Road Association.* The name of the Property Owners Association for the Subdivision shall be Battle Branch Road Association, Inc. (hereafter "the Association").

2.02 *Association Powers and Duties.* The Association (a) shall have all the powers of a corporation organized under the North Carolina Non-Profit Corporation Code and the North Carolina Planned Community Act (N.C. Gen. Stat Chapter 47F), and (b) shall have the power and duty to exercise all the rights, powers, and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration. Except as otherwise provided in the Declaration, the Corporation is responsible for causing the roads and common elements to be maintained, repaired, and replaced when necessary and to assess the Lot Owners as necessary to recover the costs of such maintenance, repair, or replacement, together with the costs of carrying out the responsibilities of the Board of Directors, except that the costs of maintenance, repair, or replacement of a limited common element shall be assessed as provided in N.C.G.S. § 47F-3-115(c)(1).

2.03 *Membership in the Association.* Every Lot Owner shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot. Each new member shall provide actual notice to the Association of his ownership within the subdivision qualifying him for membership in the Association. Membership will cease only when a person ceases to be an Owner.

2.04 *Voting Rights.* Each Lot is entitled to one vote unless the Board has suspended membership rights of the Lot Owners due to unpaid assessments and/or fines owed to the Association. Notwithstanding the foregoing, where Lots have been subdivided or combined, votes shall be allocated to the resulting lots in accordance with Section 4.11 of this Declaration. A proxy or ballot signed by one or more of the Owners of a Lot is presumed to be signed at the direction of a majority of the Owners of such Lot.

2.05 *Board of Directors.* The affairs of the Association shall be managed by a Board of Directors. The number of directors and the method of election of directors shall be as set forth in the By-Laws of the Association.

2.06 *Suspension of Membership.* The Board may suspend the voting right of any person who shall be delinquent in the payment of any assessment or fine levied by the Association pursuant to the provisions of Article III. Such suspension shall be for the balance of the period in which said Member or person shall remain delinquent in the payment of any

assessment or fine. No such suspension shall prevent an Owner's ingress to or egress from his Lot, excuse payments of assessments or compliance with this Declaration during the suspension or obviate the obligation of such Member or person to cure such default.

2.07 *Voting Procedures.* The procedures for the election of Directors of the Association and the resolution of such other issues as may be brought before the Membership of the Association shall be governed by this Declaration, the North Carolina Non-Profit Corporation Code, The North Carolina Planned Community Act, the Articles of Incorporation of the Association, and the By-Laws of the Association, as each shall from time to time be in force and effect.

ARTICLE III
ASSESSMENTS AND FINES

3.01 *Duty to Pay Assessments.*

(a) Each Owner of any Lot, for said Owner, the Owner's heirs, devisees, legal representatives, personal representatives, successors and assigns, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, or by affirmative approval of this Declaration, is deemed to covenant and agree to pay to the Association annual and special assessments or charges for common expenses for maintenance and improvement of the common areas, existing roads and road rights of way located within the Subdivision and all other common expenses of the Association as the same are approved and levied by the Board of Directors of the Association, including but not limited to, assessments for capital improvements, reasonable reserves and administrative expenses.

3.02 *Accumulation of Funds Permitted.* The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the annual assessments in any succeeding year, but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purpose.

3.03 *Annual Assessments.* An annual budget, including a proposed annual assessment, shall be presented by the Board to the Members in accordance with N. C. Gen. Stat. § 47F-3-104(c). The due date for annual assessments shall be set by the Board.

3.04 *Special Assessments.* In addition to the annual assessments authorized by this Article III, the Association may levy, in any Assessment Year and with such annual frequency as the Association shall deem necessary, special assessments for the purpose of paying, in whole or in part, any unanticipated operating expenses or capital project. Such special assessments may be levied by the Board upon approval of the Members. The due date for any Special Assessment shall be set by the Board. Approval by the Members shall require approval by the owners of a majority of the Lots subject to the Declaration.

3.05 *Effect of Non-Payment of Dues and/or Assessments/Fees; Lien.*

(a) Any assessment which is not paid on or before the Due Date shall be subject to late fees, interest and reasonable attorneys' fees as permitted by Chapter 47F of the North Carolina General Statutes. In the event that an Owner shall fail to pay fully any portion of any assessment prior to the date on which payment is due, the Board may declare any remaining balance and installment immediately due and such unpaid balance, together with late fees, interest and costs of collection as determined by the Board, including reasonable attorneys' fees, shall be a binding personal obligation of each such Owner at the time such assessment was due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by the successors.

(b) The unpaid annual and special assessments, together with interest and late charges as determined by the Board, costs, and reasonable attorney's fees, shall be a charge on each Lot, and shall be a continuing lien upon the property against which each such assessment is made and may be foreclosed upon pursuant to N.C. Gen. Stat. §47F-3-116.

3.06 *Impact Fees.* Recognizing that certain activity requires an increase in heavy equipment traffic on subdivision roads contributing to the need for increased maintenance of roads, within thirty (30) days of issuance of a building permit for construction of a dwelling upon a lot or any activity that results in use of the subdivision roads by vehicles having a gross vehicle weight equal to or greater than 14,001 pounds, the owner of such lot upon which the building or other activity is taking place shall pay to the Association an impact fee with an initial deposit of \$1,000.00 and additional fees that are commensurate with the repairs required after the construction is completed. If logging activity continues for more than one 12-month period, the fee shall be due for each 12-month period or part of any 12-month period thereafter that such activity continues. Only one impact fee shall be required for construction of a dwelling upon a Lot. This Section applies to all Lots in the Subdivision, including those otherwise exempt from annual assessments.

3.07 *Fines.* Fines may be imposed for violations of this Declaration in accordance with N.C. Gen. Stat. § 47F-3-107.1.

ARTICLE IV GENERAL COVENANTS AND RESTRICTIONS

4.01 *Quality of Construction.* All dwellings and outbuildings erected upon any Lot shall be constructed of material of good grade, quality, and appearance and shall be constructed in a good and workmanlike manner.

4.02 *Appearance.* Each dwelling and permitted outbuilding shall have a solid foundation of either brick or concrete block. No open post or pier foundations are permitted. All garages and outbuildings shall be similar in exterior appearance to the dwelling located on such Lot.

4.03 *Minimum Size of Lots.* No lot shall be less than 1.5 acres in size, however, Lots less than 1.5 acres in size as of January 1, 2021 are permitted to remain.

4.04 *Use of Lots.* No Lot shall be used for purposes other than single family residential purposes. "Single family residential purposes" shall mean activities reasonably associated with and incidental to occupancy by one (1) or more persons functioning as an integrated family unit rather than independent persons who share only the place where they sleep and take their meals. Single family purposes shall not include any commercial use.

4.05 *Residential Buildings.* Only one (1) single family residential dwelling and permitted outbuildings shall be erected, placed or permitted to remain on any Lot. Permitted outbuildings shall be limited to the following outbuildings incidental to the residential use of the Lot: carports and garages, storage sheds and greenhouses which are incidental to the residential use of the Lot. "Single family residential dwelling" shall mean a building designed for and constructed for occupancy for only residential purposes by one (1) or more persons functioning as an integrated family unit rather than independent persons who share only the place where they sleep and take their meals. A single-family dwelling may include an attached room or set of rooms designed to be a separate dwelling unit for one (1) or more members of the integrated family unit.

4.06 *Manufactured Homes.* No manufactured home shall be located within the Subdivision. A "manufactured home" is a structure, transportable in one or more sections, which, in the traveling mode, is eight (8) feet or more in width or is forty (40) feet or more in length, or when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein. A "manufactured home" does not include a modular home which is designed to meet the North Carolina State Building Code and to be assembled and placed on a permanent foundation. No camper trailer, motor home, tent, or other recreational vehicle shall be used as a permanent residence upon any lot; except that one may be used during the construction of a principal residence as a temporary residence for the lot owner, but not for a period of time to exceed twelve (12) months.

4.07 *Minimum Size of Dwellings.* No main dwelling shall be erected with an enclosed, heated floor area of less than 750 square feet of living area exclusive of carports, screened areas, porches, patios, terraces, and decks.

4.08 *Completion of Construction.* The exterior of all houses and other structures shall be completed within one (1) year after the construction of the same shall have commenced, except where fire or other natural calamity or national emergency makes completion impossible within the one-year period. No dwelling shall be occupied before completion of the exterior construction, including final painting, unless written approval of such occupancy is first obtained by the Board.

4.10 *Location of Building and Septic Tanks.* No building or structure, and no septic tank or septic tank drain field shall in any event be placed, or erected and maintained so that any part thereof lies within twenty-five (25) feet of either boundary line of the lot, and the septic tank drainage areas are to be approved by local health departments or grantors.

4.11 *Re-subdivision and Combination of Lots.*

(a) Upon application in writing by an owner of adjoining lots, the Board of Directors may authorize the combination of adjoining Lots or the subdivision of a Lot, provided that none of the resulting Lots are less than 1.5 acres in size and subject to the consent of such mortgagees as may have an interest in the affected Lots. Such combination or subdivision shall be in conformance with the provisions of the declarations and any amendments thereto that may be applicable to such lots, including provisions which may further regulate combination or subdivision and use provision regulating use of said lots. Such plats and plans as may be necessary to show the combined or subdivided lots shall be prepared at the expense of the requesting owner. From and after the time a combination or subdivision of lots is approved, such resulting lots shall, for all purposes, be considered lots in accordance with the new boundaries.

(b) Unless lots created by the subdivision of a lot are concurrently approved for combination with adjoining lots, each of the resulting lots shall be subject to assessments the same as any other lot in the subdivision. In the event that one or more lots are combined with one or more other lots, the resulting combined lots shall be responsible for a pro-rata share of assessments for the lots as they existed prior to combination. It is the intent of this provision that the combination of lots shall not result in a reduction in revenue from assessments.

4.12 *No Business Activity.* No business activity, including but not limited to, a rooming house, boarding house, gift shop, antique shop, landscape business, professional office or beauty shop, or the like, or any trade of any kind whatsoever (in which clients or members of the public regularly come to any Lot or any significant business traffic is generated in the Subdivision) shall be carried on upon any Lot or Lots. Provided, however, that nothing contained herein shall be construed to prohibit use of any portion of a residence as a home office or art studio, so long as no clients or members of the public regularly come to any Lot and no significant business traffic is generated in the Subdivision on account of such use. Provided further, however, that nothing contained herein shall be construed to prohibit the construction of houses to be sold on Lots or the showing of said houses for the purpose of selling houses in the Subdivision.

4.13 *Personal Gardens.* The owner of each lot shall be allowed to maintain a vegetable garden of sufficient size to provide for the needs of the family occupying the home on said premises and no part of the said garden shall be located within thirty (30) feet of the edge of the right of way of the roads passing said property.

4.14 *Debris, Scrap Material, Garbage and Rubbish.* Lot Owners shall keep their Lots free of debris (i.e., construction material remaining after construction is complete, broken or crumbled material or mass, debris from pruning or processing plant material or the remains of something broken down or destroyed), garbage, presently useless or superfluous old or discarded articles, wasted or spoiled food and other refuse, as from a kitchen or household, and one or more small pieces or amounts of something no longer regularly used, especially pieces or amounts of material left over after the greater part has been used. Yard trimmings, cuttings, diseased trees, and waste shall not be disposed of on nearby or adjacent Lots or properties. Such

waste or cuttings shall be disposed of in a legal manner that does not become a nuisance or hazard. Waste piles shall not accumulate to become a fire hazard.

4.15 *Animals.* No animal of any kind shall be maintained or bred for commercial purposes. Any pets must be kept and maintained in a manner that does not create a health hazard or a public or private nuisance.

4.16 *Signs.* No advertising sign or billboard of any kind shall be erected or allowed to remain on said lands other than a "For Sale" or "For Rent" sign not larger than two feet by three feet.

4.17 *Trees.* Trees having a diameter of eight (8) inches or larger, one (1) foot above ground level, may not be cut without prior written consent of the Association unless such trees are diseased, a danger to any structure located on the Lot or need to be removed for the initial construction of structured improvements upon a Lot. All trees within twenty-five (25) feet of the foundation of any structure can be removed without first obtaining the consent of the Association.

4.18 *Nuisances.* No activity or condition that constitutes a public or private nuisance under North Carolina law is permitted upon any Lot.

4.19 *Maintenance.* Each Owner shall keep and maintain each Lot and Structure owned by them, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (is) the repairing and painting (or other appropriate external care) of all Structures, and (ii) the pruning and trimming of all trees, hedges, and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic.

4.20 *Maintenance of Private Roads.* All roads located in the Battle Branch Subdivision not required to be maintained by the Association shall be considered private roads and be maintained by those who utilize the private road.

4.21 *Easement Area.* The words "Easement Area" as used herein shall mean those areas on any Lot or any other portion of the Property with respect to which easements are shown on a recorded deed, easement agreement, or any filed or recorded map or plat or relating thereto. Easements for the installation and maintenance of utilities, to include but not limited to electric, cable, water, septic, and telephone service and drainage facilities, are expressly reserved over a ten (10) foot wide strip of land lying five (5) feet on either side of the center line of each Lot boundary line and over that strip of land lying thirty (30) feet on either side of the center line of each subdivision road right of way. The owner of each Lot shall maintain that portion of the Lot lying within the easement areas. Provided that no utilities benefitting another Lot Owner are located in the common boundary of adjoining lots, if a single owner purchases 2 or more adjoining lots, then the utility easement shall apply only to the exterior boundary of the adjoining lots.

4.22 *Entry.* The Association and its employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Section. The Association and its employees, agents, successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area.

4.23 *Pollution of Water.* In the interest of public health and sanitation, and so that the subdivision and all other land in the same locality may be benefitted by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife, and other uses thereof, lot owners will not use the lot within the subdivision for any purpose that would result in the pollution of any waterway that flows through or adjacent to the subdivision by refuse, sewage, or other material that might tend to pollute the waters of any such stream or streams.

4.24 *Drainage Tiles.* Owners of lots are required to install their own drainage culvert tile under new driveways constructed over drainage ditches if necessary for continuance of proper subdivision drainage patterns. Said drainage tile shall be a minimum of twelve inches in diameter and shall be maintained by the owner.

ARTICLE V ENFORCEMENT

5.01 *Right of Enforcement.* This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by the Association and each Owner, their, heirs, devisees, legal representatives, successors and assigns.

5.02 *Specific Performance.* Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary thereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform, any of the obligations provided by this Declaration, and therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof. Nothing contained in this Section shall prohibit the Association from imposing fines for failure to comply with this Declaration in addition to all other legal remedies.

5.03 *No Waiver.* The failure of the Association or any Owner to enforce any Restriction herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach, or as to any violation or breach occurring prior or subsequent thereto, or as to the same violation or breach by the Owner of any other Lot.

ARTICLE VI
DURATION AND AMENDMENT

6.01 *Duration.* This Declaration and the Restrictions contained herein shall run with and bind the Property for a period of ten (10) years from the date of recording this Declaration and shall automatically renew for successive ten (10) year periods unless terminated or amended in accordance with this Declaration and North Carolina law.

6.02 *Amendments.* Amendments to this Declaration shall be proposed and adopted in accordance with N. C. Gen. Stat. § 47F-2-117 as the same may be amended from time to time.

ARTICLE VII
MISCELLANEOUS

7.01 *Severability.* A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

7.02 *Headings.* The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

7.03 *Covenants to Run With the Land.* This Declaration agreement shall be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns, and shall run with the titles to the lands of the undersigned and all other lands subject to the aforesaid Declarations in the Battle Branch Subdivision.

7.04 *Invalidation of Any Section.* Invalidation of any Section or provision of this Declaration by judgment or court order shall in no way affect any other Sections or provisions which shall remain in full force and effect.

The undersigned officers of Battle Branch Road Association, Inc. certify that a vote by the membership of the Association was taken by written ballot on a resolution that the Declaration of Restrictive Covenants for Battle Branch Subdivision recorded on April 20, 1977, in Book 116, Page 233 in the Office of the Register of Deeds of Swain County, North Carolina, as the same may have been amended from time to time, be repealed and the Restated Declaration of Covenants, Restrictions, and Easements for Battle Branch Subdivision set forth above be adopted in its place and stead and the Resolution was approved by the owners of 52 Lots of the 67 Lots in the subdivision (78%).

This 26 day of April, 2021.

BATTLE BRANCH ROAD ASSOCIATION

By: Janet Kolb
Janet Kolb, President

STATE OF NORTH CAROLINA

Swain COUNTY

I, Whitney Winchester, a Notary Public for the above state and county, certify that Janet Kolb personally came before me this day and acknowledged that she is President of Battle Branch Road Association, Inc., a corporation, and that she, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 26th day of April, 2021.



Whitney Winchester
Notary Public

ATTEST: James C. Hobbs, III
James C. Hobbs, III, Secretary

ATTEST: *James C. Hobbs, III*
James C. Hobbs, III, Secretary

STATE OF GEORGIA

Cobb COUNTY

I, Craig Hogeland, a Notary Public for the above state and county, certify that James C. Hobbs, III, personally came before me this day and acknowledged that he is Secretary of Battle Branch Road Association, Inc., a corporation, and that he, as Secretary, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 21 day of May, 2021.

(Official Seal)

Craig Hogeland
Notary Public

My Commission Expires: 12/28/2024

