

DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS AND CONDITIONS  
APPLICABLE TO CHESTNUT WALK

WHEREAS, Waynesville Development Company, a corporation organized and existing under the laws of the State of Georgia and qualified to do business in the State of North Carolina (hereinafter the "Company"), is the owner of certain lands located in Haywood County, North Carolina, which it is developing into a community known as Chestnut Walk;

WHEREAS, the Company wishes to declare certain restrictive covenants affecting said lands.

NOW, THEREFORE, the Company does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the lands described in Exhibit "A" attached hereto and such additional lands as may be placed from time to time hereafter under the coverage hereof by express supplemental declaration incorporating this Declaration by specific reference. The Company reserves in each instance the right to add additional restrictive covenants in respect to land covered hereby or subjected hereto in the future and/or to limit the application of this Declaration to lands subjected hereto in the future.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or in any amendment hereto or in any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

A) "Association" shall mean and refer to Chestnut Walk Community Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

B) "Company" shall mean and refer to Waynesville Development Company, its successors and assigns.

C) "Declaration" shall mean and refer to this Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Chestnut Walk.

D) "Intended for Use" shall mean the use intended for various parcels within the Property as shown on the master plan for Chestnut Walk prepared by the Company as the same may be revised from time to time by the Company or as indicated on Recorded plats or other Recorded documents, or the use to which a particular parcel of land is restricted by covenants expressly set forth or incorporated in deeds by which the Company has conveyed the Property.

E) "Lot" shall mean and refer to any subdivided parcel of land located within the Property and shown on a Recorded plat on which has been constructed a single family detached dwelling or which if unimproved is intended for use as a site for a single family detached dwelling.

F) "Owner" shall mean and refer to the owner of any interest in any portion of the Property, members of his family residing within the Property, his personal representatives, heirs, assigns, successors, tenants, guests, invitees and licensees.

G) "Property" shall mean and refer to the land described in Exhibit "A" attached hereto or to any portion thereof and to any land which may in the future be subjected to this Declaration. It is the Company's intention to give the owners of those certain lots shown on a plat entitled "Freedlander Estates -  
Plat  
Chestnut Valley Community", recorded at ~~XXX~~ Book N, page 45, the opportunity to incorporate their lot or lots into the community known as Chestnut Walk. Any such owner electing to take such action will do so by the execution of a supplementary declaration, incorporating this Declaration by reference. Following the execution of any such supplementary declaration, the lots subjected to this Declaration thereby shall be deemed to be part of the Property

in the same manner as if they had been described in Exhibit "A" hereof.

H) "Recorded" means recorded in the office of the Register of Deeds for Haywood County, North Carolina.

## ARTICLE II

### RESIDENTIAL USE, BUILDINGS AND LOCATION OF STRUCTURES

1. Purpose of Declaration. The primary purpose of this Declaration and the foremost consideration in the origin of same has been the creation of a community which is aesthetically pleasing and functionally convenient. The establishment of a complete set of objective standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental considerations. For this reason, a complete set of such standards are not established by this Declaration. In order to implement the purposes of this Declaration, the Association may, but shall not be required to, establish and amend from time to time objective standards and guidelines which shall be used in exercising its responsibilities of approval hereunder.

2. Single-Family Residential Use. No portion of the Property shall be used for commercial or mercantile purposes. Each Lot shall be used for single-family residential purposes exclusively and recreational purposes incidental thereto. No more than one single-family detached dwelling shall be constructed on any Lot, but this shall not prohibit the construction of servants or guest quarters in separate buildings as accessories to the main residential structure provided that they conform to it in design and quality. No more than one family shall permanently reside on a Lot. No mobile home or modular home shall be erected or maintained on any Lot. By way of example and without limiting the generality of the foregoing, the following uses of any portion

of the Property are specifically prohibited; offices, hotels, manufacturing facilities, retail or wholesale establishments for the disbursement of goods or services to others for money or goods representing money. No business, fraternal, civic, historic or religious institution or organization may establish headquarters or hold regular or special meetings on the Property on a regular or recurring basis or schedule.

3. Sleeping Quarters in Attic, Garage or Outbuilding Prohibited. No attic, shack, garage, barn or detached outbuilding shall be used for sleeping quarters except that servant or guest quarters may be provided as a part of or accessory to a main residential building and shall conform to it in exterior design and quality. This provision shall not prohibit the conversion of a garage into sleeping quarters which are incorporated as part of the main residential building.

4. Main Dwelling Built First. No building or structure shall be constructed prior to the construction of the main dwelling structure on the Lot.

5. Temporary Structures. No structure of a temporary character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any residential structure. Temporary shelters, tents, recreational vehicles, and similar items, may not, at any time, be used as temporary or permanent residents or, except as otherwise provided herein, be permitted to remain on any Lot after completion of construction thereon.

6. Altering Lot Boundaries. No Lot shall be subdivided, or its boundary line changed, nor shall application for same be made to Haywood County, North Carolina, except with the written consent of the Association, acting on the authority of a vote of a majority of the directors of the Association present at a duly held meeting. In no event shall any Lot be reduced to a size smaller than the smallest Lot shown on the first Recorded Plat

showing the Lot to be altered. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous Lots into one (1) larger Lot. Following the combining of two (2) or more Lots into one (1) Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of this Declaration.

7. Approval of Plans and Builder. No building, fence or other structure shall be erected, placed or altered nor shall a building permit for such improvement be applied for on any Lot until the proposed building plans and specifications showing the front, rear and all side elevations, exterior color or finish, a plot plan detailing the proposed location of such building or structure, drives and parking areas, a landscape plan, a pollution control plan described in Article II, Section 7, the construction schedule and identification of the builder shall have been filed with and approved in writing by the Association. Refusal of approval of plans, location, specifications or builder may be based by the Association upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Association shall seem sufficient. No alteration in the exterior appearance of any building or structure shall be made without like approval by the Association. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by the Association of written demand for approval, the provisions of this paragraph shall be thereby waived. In no event shall plans be approved for the construction of a one story main residential dwelling which contains less than 1,500 square feet of enclosed heated space excluding porches, garages, carports, attics, unfinished basements or other auxiliary space; nor shall plans be approved for the construction of a two story or split level main residential structure which contains less than 1,750 square feet of such enclosed heated space. No building or residence with tar paper or aluminium siding or with a tin roof shall be approved.

8. Location of Buildings and Structures. In order to assure that buildings and other structures will be located so that the maximum view, and privacy, will be available to each building or structure, and that structures will be located with regard to the topography of the Property taking into consideration the location of large trees and other aesthetic and environmental considerations, the Association shall have the right to control absolutely and solely to decide the precise site and location of any building or structure or structures on any Lot for reasons which may, in the sole and uncontrolled discretion and judgment of the Association, seem sufficient; provided, however, that no main residential structure shall be located closer than thirty (30) feet to any street or road within the Properties. Such location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site.

9. Alteration of Topography, Removal of Vegetation. Topographic and vegetation characteristics of each Lot shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Association. Written approval will be granted hereunder only after a plan designed to protect the streams and other portions of the Property from pollution resulting from erosion, pesticides or the seepage of fertilizer or other materials has been submitted to and accepted by the Association. Written approval shall be granted for the minimum amount of earth movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of paragraphs five (5) and six (6) of Article II of this Declaration.

10. Cutting of Trees and Removal of Plants. No trees, shrubs or other vegetation may be removed without the written approval of the Association. Approval of the removal of trees located within ten (10) feet of a main dwelling or accessory buildings or within ten (10) feet of the approved site for such buildings shall be granted unless such removal will substantially decrease the beauty of the Property.

11. Zoning Restrictions. Zoning ordinances, restrictions and regulations of Haywood County, North Carolina, and its various agencies applicable to the Property shall be observed. In the event of any conflict between any provisions of this Declaration and such ordinances, restrictions or regulations, the more restrictive provisions shall apply.

12. Completion of Construction within One Year. The exterior of all buildings and other structures together with site work and landscaping must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency, or natural calamities. Residential structures shall not be occupied until the exterior thereof has been completed.

13. Reconstruction of Damaged Structures. Should any dwelling unit or other structure on any portion of the Property be destroyed in whole or in part, it must be reconstructed or the debris therefrom must be removed and the Property restored to a neat and sightly condition within six (6) months after the date of such destruction.

14. Fences and Hedges. No fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, shall be placed, maintained or permitted to remain on any Lot or area if the location of such obstructs the vision of the motorists on any adjacent street or lane and thus creates a traffic hazard.

15. Sewage Disposal. Prior to the occupancy of any Lot for residential use, proper and suitable provisions shall be made for the disposal of sewage by connection to the sewer mains of Haywood County, North Carolina.

16. Underground Lines. All cables, lines, wires or conduits of every nature and kind located on a Lot and used to connect the structures on the Lot to the main electrical and telephone service lines shall be underground. The main service lines used to supply such utility services to Chestnut Walk are not required to be underground.

17. Prevention of Erosion. In order to implement effective and adequate erosion control and protect the purity and beauty of streams and the Property, the Association and its agents shall have the right to enter upon any Lot for the purpose of performing any grading work or constructing and maintaining erosion prevention devices. Such entries shall, however, be made only after construction of improvements have commenced on such Lot or the soil thereof has been graded. Provided, however, that prior to exercising its right to enter upon a Lot for the purpose of performing any grading work or constructing or maintaining erosion prevention devices, the Association shall give the Owner of that Lot the opportunity to take any corrective action required by giving said Owner notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by the Owner. If said Owner fails to take the specified corrective action immediately, the Association may then exercise its right to enter upon the Lot in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by the Association shall be kept as low as reasonably possible. The cost of such work, when performed by the Association, shall be paid by said Owner of the Lot on which the work is performed. The provisions of this paragraph shall not be construed as an obligation on the part of the Association to perform grading work or to construct or maintain erosion prevention devices.

18. Creation of Views and Vistas. In order to create and maintain views and vistas of distant scenes for the common enjoyment of neighboring Lot Owners, the Association and its agents shall have the right to enter upon any Lot and to cut and trim trees and plants thereon. In carrying out its rights hereunder, the Association shall only create or maintain such views and vistas as will enhance the enjoyment of occupants of dwellings located on the Lots for which the views or vistas are created, and which will provide an aesthetically pleasing result. The Association



shall use every reasonable effort to preserve specimen trees and plants. Prior to exercising its rights hereunder, the Association shall give written notice of its contemplated action to any Owner on whose Lot cutting will take place and shall provide such Owner a reasonable opportunity to object to such cutting and to suggest an alternative plan. If an Owner objects to such cutting on his Lot, the Association shall make a determination of the matter taking into account all of the facts and circumstances. The decision of the Association on such matter shall be final and conclusive. This paragraph shall not be construed as placing an obligation on the Association to create and maintain views and vistas.

### ARTICLE III

#### LAND USE RESTRICTIONS

1. Animals. No poultry, swine, cows, goats, horses or other farm animals or bait farms shall be maintained on any Lot. No more than a cumulative total of four (4) domestic pets, including cats, dogs and similar animals, may be kept on any Lot except with the written permission of the Association acting upon the vote of a majority of its directors present at a duly held meeting of the board of directors of the Association.
2. Screened Areas for Unsightly Items. No garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, tools, equipment and other unsightly objects may be maintained except in screened areas which conceal them from view from the road and adjacent portions of the Property. Garbage receptacles and fuel tanks may be located outside of such screened areas only if located underground.
3. No Dumping, Burning or Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers screened from view as provided in Article III, paragraph 2 hereof. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on his Lot which shall tend to substantially

decrease the beauty of the Property as a whole or the specific area of his Lot. No outside burning of wood, trash, leaves, garbage, or other refuse shall be permitted on any Lot, but the board of directors of the Association may designate areas within the Property to be used for burning during specified periods.

4. Trucks, Motorcycles, Trailers and Mobile Homes. No parking of trucks, motorcycles, trailers, campers, motor homes, recreational vehicles, or similar vehicles shall be permitted on the streets, which run within the Property except during construction, and, thereafter, except for delivery and pickup or remodeling and repair of buildings on the Property. Campers, motor homes (used for recreational purposes), travel trailers, motorcycles, trucks other than pickup trucks, recreational vehicles, boats and boat trailers may be kept on a Lot if parked in screened areas which conceal them from view from the streets and from adjoining Lots. No mobile home shall be placed on a Lot at any time. No motorcycle shall be operated on any Lot or on any street running within the Property at any time.

5. Hobbies. The pursuit of hobbies or other activities, including without limiting the generality hereof, the assembly and disassembly of motor vehicles and other mechanical devices, which might lead to disordered, unsightly or unkempt conditions, shall not be pursued or undertaken on any Lot.

6. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon to cause embarrassment, discomfort, annoyance or nuisance to any Owner. Except as permitted therein, there shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of other portions of the Property.

7. Signs. No signs shall be erected or maintained on any portion of the Property by anyone including, but not limited to,

an Owner, a realtor, a contractor or subcontractor, except with the written permission of the board of directors of the Association or except as may be required by legal proceedings. If such permission is granted, the board of directors shall have the right to restrict size, color and content of such signs. Anything to the contrary herein notwithstanding, one sign of not more than four (4) square feet used by a contractor during the construction period of the main dwelling structure or accessory structures is permissible and only one usual "for sale" realtor's sign may be erected during any period the Lot is for sale without the permission of the Association. Property identification and like signs not exceeding a combined total of two (2) square feet may be erected without the permission of the Association.

8. No Interference with Streams. No Property Owner shall obstruct, alter or interfere with the flow or natural course of the waters of any creek or stream within the Property, and shall not erect or maintain a dam or other similar structure on any such waterway.

9. Each Owner shall provide and maintain space for parking at least two (2) automobiles off of the roads from and after the time of occupancy of the residential structure on his/her Lot.

10. No mobile home, tent or other similar outbuilding or structure shall be placed permanently on a Lot at any time. This shall not prohibit the erection of a child's treehouse on a Lot.

#### ARTICLE IV

##### ADDITIONAL COVENANTS

1. Term of Declaration. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all grantees of the Company and persons claiming under them, specifically including but not limited to, their successors and assigns, if any, for a period of twenty-five (25) years from the filing date of this

Declaration after which time, all of said covenants shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period. There shall be no renewal or extension of the term of this Declaration if, prior to the expiration of the initial twenty-five (25) year period or prior to the expiration of any subsequent ten (10) year renewal period, an instrument signed by a majority of the then Owners of the Property has been recorded, agreeing to terminate this Declaration upon the expiration of the initial twenty-five (25) year term or the then current ten (10) year renewal period.

2. Enforcement. In the event of a violation or breach of any of the restrictions contained herein by any Owner, or agent of such Owner, the Owners, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent their violation or breach in any event. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. Addition of Other Land. The Company reserves in each instance the right to add additional restrictive covenants in respect to land subjected in the future to this Declaration or to limit the application of this Declaration to lands subjected to it in the future.

4. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause,

STATE OF GEORGIA

RICHMOND COUNTY

I, Cynthia M. Beckum, a Notary Public, do hereby certify that personally came before me, ALLEN CALDWELL, who being by me duly sworn, says that he is the President of Waynesville Development Company and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said Waynesville Development Company, and that said writing was signed by him, in behalf of said corporation, by its authority duly given; and the said Allen Caldwell acknowledges the said writing to be the act and deed of said Corporation.

WITNESS my hand and Notarial Seal, this the 12th day of December, 1977.

*Cynthia M. Beckum*

Notary Public

NOTARY PUBLIC  
My Commission Expires: Richmond County Ga  
My Commission Expires  
Sept. 28, 1979



NORTH CAROLINA HAYWOOD COUNTY

EACH OF THE FOREGOING CERTIFICATES, NAMELY OF

Cynthia M. Beckum

A NOTARY OR NOTARIES PUBLIC IS CERTIFIED TO BE CORRECT, FILED FOR

REGISTRATION THIS 29 DAY OF December 1977, AT 11:00 O'CLOCK A.M. IN

BOOK 294

PAGE 970

*Charles Howell*  
REGISTER OF DEEDS  
HAYWOOD COUNTY

*By Jearl A. Justice*

phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

5. Construction and Interpretation. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret the provisions hereof, and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of the Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements for Chestnut Walk.

6. Approval by Association. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by a majority of the members of the Board of Directors of the Association present at a duly held meeting in accordance with the By-Laws of the Association, unless the terms of this instrument provide otherwise. The Board of Directors may, at its election, appoint an architectural control committee consisting of three (3) people who shall be members of the Association or nominees of corporate members of the Association. If appointed, the architectural control committee shall have full authority to exercise on behalf of the Association those powers of approval and consent by the Association set forth in Article II, Sections 6, 7, 8, 9 and 10.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed under seal pursuant to a resolution duly and unanimously adopted by its Board of Directors.

Dated this 12th day of December, 1977.

WAYNESVILLE DEVELOPMENT COMPANY

BY: Allen L. Stewart  
Its President

CORPORATE SEAL

ATTEST: Michael S. Campbell  
Secretary

EXHIBIT "A"

All those lots or parcels of land situate, lying and being in Waynesville Township, Haywood County, North Carolina, being shown and designated as Lot Numbers 1 through 32 inclusive on a plat of Chestnut Walk, Phase I, prepared by Baldwin & Cranston Associates, Inc., dated September 9, 1977, revised October 28, 1977, and November 17, 1977, which is recorded in the Haywood County, North Carolina, Registry in Plat Book N, page 103, said plat being incorporated herein by specific reference for a more complete description of the location, metes, bounds, courses and distances of each of these 32 lots. These lots comprise a portion of the property conveyed to Waynesville Development Company, Inc., by deed from The Waterwheel Limited Partnership recorded in the aforesaid Registry at Book 288, page 244. Each of the 32 lots shown on the above referenced plat shall be deemed a "Lot" as that term is defined in Article I of the foregoing Declaration and is intended for use as a site for a single family detached dwelling.

FIRST AMENDMENT TO DECLARATION OF  
RIGHTS, RESTRICTIONS, AFFIRMATIVE  
OBLIGATIONS AND CONDITIONS APPLICABLE  
TO CHESTNUT WALK

This Amendment made this 5<sup>th</sup> day of October, 1978,  
by Waynesville Development Company (hereinafter referred to as  
"Company")

WHEREAS, on December 12, 1977, Company executed a "Declara-  
tion of Rights, Restrictions, Affirmative Obligations and Conditions  
Applicable to Chestnut Walk" (hereinafter referred to as the  
"Declaration") which is recorded in the office of the Register  
of Deeds for Haywood County, North Carolina in Book No. 294 at  
page 970; and

WHEREAS, Company still owns all of the Lots subject to the  
Declaration and desires to amend the Declaration as hereinafter  
set out;

NOW THEREFORE, Company does hereby amend the Declaration as  
follows:

1. The first sentence of Article II Section 7 is amended by  
deleting the reference therein to Article II, Section 7, so that  
the sentence shall hereafter read:

"No building, fence or other structure shall be  
erected, placed or altered nor shall a building permit  
for such improvement be applied for on any Lot until  
the proposed building plans and specifications showing  
the front, rear and all side elevations, exterior color  
or finish, a plot plan detailing the proposed location  
of such building or structure, drives and parking areas,  
& landscape plan, a pollution control plan, the con-  
struction schedule and identification of the builder  
shall have been filed with and approved in writing by  
by the Association."

2. Article II Section 16 is amended by adding the following  
to the end of said section:



"The Company has subjected the Lots to a contract with Carolina Power & Light Company for the installation of underground electric cables and/or the installation of street lighting to serve the Lots, either or both of which may require an initial payment and/or continuing monthly payment to Carolina Power & Light Company by the owner of each Lot."

3. Exhibit A to the Declaration is deleted in its entirety and the following is inserted in lieu thereof:

"EXHIBIT 'A'

All those lots or parcels of land situate, lying and being in Waynesville Township, Haywood County, North Carolina, being shown and designated as Lot numbers 1 through 32 inclusive on a plat of Phase I, Chestnut Walk, prepared by Baldwin & Cranston Associates, Inc. dated September 9, 1977, revised October 28, 1977, November 17, 1977, February 15, 1978, July 5, 1978, August 8, 1978 and August 23, 1978,\* which is recorded in the Haywood County, North Carolina, Registry in Cabinet A, slot 28-B, said plat being incorporated herein by specific reference for a more complete description of the location, metes bounds courses and distances of each of these 32 Lots. These lots comprise a portion of the property conveyed to Waynesville Development Company, Inc. by deed from the Waterwheel Limited Partnership record in the afore-said Registry at Book 288, page 244. Each of the 32 lots shown on the above referenced plat shall be deemed a "Lot" as that term is defined in Article I of the foregoing Declaration and is intended for use as a site for a single family detached dwelling."

4. A new Section is added to Article II to be known as Section 19 which shall read as follows:

" 19. Well Easement. No building, structure, septic tank or septic tank drain field shall be built or placed within 100 feet of the well located south of Lot 13 and east of Lot 30 as shown on the plat referred to in Exhibit A to the Declaration. This restriction shall not prohibit the construction of roads, driveways or other paved areas within 100 feet of said well."

IN WITNESS WHEREOF, Waynesville Development Company has caused this First Amendment to be executed by its duly authorized officers this 5<sup>th</sup> day of October, 1978.

\*and September 20, 1978

NORTH CAROLINA  
HAYWOOD COUNTY

SECOND AMENDMENT TO  
DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS AND CONDITIONS  
APPLICABLE TO CHESTNUT WALK

THIS AMENDMENT, made this the \_\_\_\_ day of October, 1983, by DANIEL T. METZGER and wife, NELDA J. METZGER, WILLIAM G. HATCHER and wife, MARION HATCHER, successors in title of WAYNESVILLE DEVELOPMENT COMPANY (referred to in the aforesaid Declaration and previous Amendments thereto as the "Company"), being hereinafter referred to as "Metzger and Hatcher"; and the following "Owners" of "Lots" in the "Property" known as Chestnut Walk, to wit: DANIEL T. METZGER and wife, NELDA J. METZGER, JOHN O. ROBINSON and wife, CLAIRE H. ROBINSON, ERWIN ROE JONES, III and wife, DEBRA L. JONES, DANIEL P. HANSEN and wife, CHARLOTTE W. HANSEN, WILLIAM G. HATCHER and wife, MARION H. HATCHER, MELVIN R. BUCKNER and wife, PAMELA H. BUCKNER, and YVONNE KOLOMECHUK.

W I T N E S S E T H:

THAT WHEREAS, on December 12, 1977, Waynesville Development Company executed a "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Chestnut Walk" (hereinafter referred to as "Declaration"), which is recorded in the Office of the Register of Deeds of Haywood County, North Carolina, in Deed Book 294, page 970, with subsequent amendments thereto being of record in Deed Book 301, page 670 and Deed Book 301, page 66, Haywood County Registry; and

WHEREAS, the parties named above are the owners of the following tracts or parcels of land within Chestnut Walk, Phase I, to wit:

Daniel T. Metzger and wife, Nelda J. Metzger, Lot 23  
John O. Robinson and wife, Claire H. Robinson, Lot 19  
Erwin Roe Jones, III and wife, Debra L. Jones, Lot 24,  
Daniel P. Hansen and wife, Charlotte W. Hansen, Lot 7  
William G. Hatcher and wife, Marion H. Hatcher and  
Melvin R. Buckner and wife, Pamela H. Buckner,  
Mountain Villa A  
William G. Hatcher and wife, Marion H. Hatcher,  
Mountain Villa B  
William G. Hatcher, Mountain Villa C  
Yvonne Kolomechuk, Lot 31; and

WHEREAS, the remainder of the property within Chestnut Walk Subdivision, Phase I which is subject to the aforesaid Declaration, is owned in fee simple by Daniel T. Metzger and wife, Nelda J. Metzger and William G. Hatcher and wife, Marion Hatcher, pursuant to Trustees Deed dated October 17, 1983, of record in Deed Book 345, page 474, Haywood County Registry; and

WHEREAS, the parties hereto own all of the lots subject to the Declaration and desire to amend the Declaration as hereinafter set forth;

NOW, THEREFORE, all the parties hereto do hereby amend the Declaration as follows:

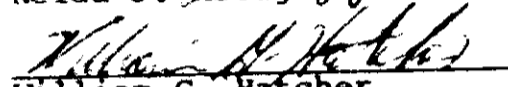
Paragraph (G) "Property" of Article I of the Declaration is amended by deleting the second, third and fourth sentences thereof in their entirety, so that said paragraph shall now read as follows:

"(G) "Property" shall mean and refer to the land described in Exhibit "A" (as appears in Paragraph 3, as amended "Exhibit A" in that First Amendment to Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Chestnut Walk, dated October 5, 1978, of record in Deed Book 301, page 670, Haywood County Registry), or to any portion thereof and to any land which may in the future be subjected to this Declaration."

IN WITNESS WHEREOF, all the parties hereto have caused this Second Amendment to be executed and have hereunto placed their hands and seals the day and year first above written.

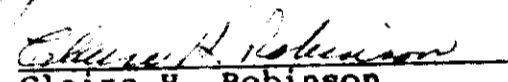
 (SEAL)  
Daniel T. Metzger


 (SEAL)  
Nelda J. Metzger

 (SEAL)  
William G. Hatcher


 (SEAL)  
Marion H. Hatcher

 (SEAL)  
John O. Robinson


 (SEAL)  
Claire H. Robinson

 (SEAL)  
Erwin Roe Jones, III

 (SEAL)  
Debra L. Jones

 (SEAL)  
Daniel P. Hansen

 (SEAL)  
Charlotte W. Hansen

 (SEAL)  
Melvin R. Buckner

 (SEAL)  
Pamela H. Buckner

 (SEAL)  
Yvonne Kolomechuk

NORTH CAROLINA  
HAYWOOD COUNTY

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THIRD AMENDMENT TO  
DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS AND CONDITIONS  
APPLICABLE TO CHESTNUT WALK

THIS AMENDMENT, made this the 17th day of July, 1986, by CHESTNUT WALK COMMUNITIES, INC., a North Carolina Corporation, successors in title of WAYNESVILLE DEVELOPMENT COMPANY (referred to in the aforesaid Declaration and previous Amendments thereto as the "Company"), being hereinafter referred to as "Chestnut Walk"; and the following "Owners" of "Lots" in the "Property" known as Chestnut Walk, to wit: JOHN O. ROBINSON and wife, CLAIRE H. ROBINSON, by and through their attorney-in-fact, Leon M. Killian, III; DANIEL P. HANSEN and wife, CHARLOTTE W. HANSEN, by and through their attorney-in-fact, Leon M. Killian, III; DANIEL T. METZGER and wife, NELDA J. METZGER; WILLIAM G. HATCHER and wife, MARION H. HATCHER; MELVIN R. BUCKNER and wife, PAMELA H. BUCKNER; YVONNE KOLOMECHUK; RUDOLPH J. TRIANA and MICHAEL TRIANA; ERWIN ROE JONES, III and wife, DEBRA L. JONES and CHESTNUT WALK COMMUNITY ASSOCIATION, INC., a North Carolina Corporation.

W I T N E S S E T H:

THAT WHEREAS, on December 12, 1977, Waynesville Development Company executed a "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Chestnut Walk" (hereinafter referred to as "Declaration"), which is recorded in the Office of the Register of Deeds of Haywood County, North Carolina, in Deed Book 294, page 970, with subsequent amendments thereto being of record in Deed Book 301, page 670 and Deed Book 347, page 960, Haywood County Registry; and

WHEREAS, the parties named above are the owners of the following tracts or parcels of land within Chestnut Walk, Phase I, to wit:

Daniel T. Metzger and wife, Nelda J. Metzger, Lots 23 and 16  
John O. Robinson and wife, Claire H. Robinson, Lot 19  
Erwin Roe Jones, III and wife, Debra L. Jones, Lot 24  
Daniel P. Hansen and wife, Charlotte W. Hansen, Lot 7  
William G. Hatcher and wife, Marion H. Hatcher and  
Melvin R. Buckner and wife, Pamela H. Buckner,  
Mountain Villa A.  
William G. Hatcher and wife, Marion H. Hatcher,  
Mountain Villa B, and Lot 30  
William G. Hatcher, Mountain Villa C  
Yvonne Kolomechuck, Lot 31  
Rudolph J. Triana and Michael Triana, Lot 18

WHEREAS, the remainder of the property within Chestnut Walk Subdivision, Phase I which is subject to the aforesaid Declaration, is owned in fee simple by Chestnut Walk Communities, Inc., a North Carolina Corporation, pursuant to a deed dated May 11, 1984, of record in Deed Book 351, page 837, Haywood County Registry; and

WHEREAS, in Article IV, Section III, the "Company", reserved the right to limit the application of the



Daniel T. Metzger (SEAL)  
Daniel T. Metzger

Nelda J. Metzger (SEAL)  
Nelda J. Metzger

William G. Hatcher (SEAL)  
William G. Hatcher

Marion H. Hatcher (SEAL)  
Marion H. Hatcher

Melvin R. Buckner (SEAL)  
Melvin R. Buckner

Pamela H. Buckner (SEAL)  
Pamela H. Buckner

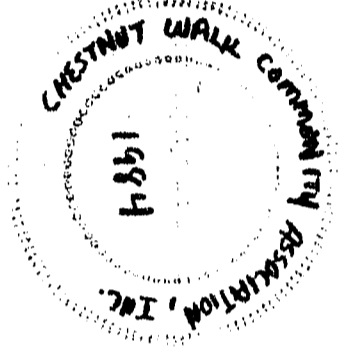
Yvonne Kothomachuk (SEAL)  
Yvonne Kothomachuk

Rudolph J. Triana (SEAL)  
Rudolph J. Triana

Michael Triana (SEAL)  
Michael Triana

Erwin Roe Jones, III (SEAL)  
Erwin Roe Jones, III

Debra L. Jones (SEAL)  
Debra L. Jones



ATTEST:

CHESTNUT WALK COMMUNITY ASSOCIATION, INC.

Daniel T. Metzger  
Secretary

By: William G. Hatcher  
President

STATE OF NORTH CAROLINA, COUNTY OF HAYWOOD

I, a Notary Public of said State and County do hereby certify that Daniel T. Metzger, personally came before me this day and acknowledged that he is Secretary of CHESTNUT WALK COMMUNITIES, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by me as its Secretary.

WITNESS my hand and Notarial Seal this the 22 day of July, 1986.

My commission expires: June 10, 1988

Caroline P. Ditcher  
Notary Public

Notary Public, Richmond Co., Georgia  
My Commission expires



STATE OF NORTH CAROLINA - COUNTY OF HAYWOOD

I, a Notary Public of said State and County, do hereby certify that LEON M. KILLIAN, III, as Attorney in Fact for JOHN O. ROBINSON and wife, CLAIRE H. ROBINSON, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of JOHN O. ROBINSON and wife, CLAIRE H. ROBINSON, and that his authority to execute and acknowledge said instrument is contained in instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds of Haywood County, North Carolina, on the \_\_\_\_\_ day of \_\_\_\_\_, 1986, in Deed Book \_\_\_\_\_, page \_\_\_\_\_, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said LEON M. KILLIAN, III, acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed and for and in behalf of the said JOHN O. ROBINSON and wife, CLAIRE H. ROBINSON.

WITNESS my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 1986.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF NORTH CAROLINA - COUNTY OF HAYWOOD

I, a Notary Public of said State and County, do hereby certify that LEON M. KILLIAN, III, as Attorney in Fact for DANIEL P. HANSEN and wife, CHARLOTTE W. HANSEN, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of DANIEL P. HANSEN and wife, CHARLOTTE W. HANSEN, and that his authority to execute and acknowledge said instrument is contained in instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds of Haywood County, North Carolina, on the 28th day of August, 1986, in Deed Book \_\_\_\_\_, page \_\_\_\_\_, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said LEON M. KILLIAN, III, acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed and for and in behalf of the said DANIEL P. HANSEN and wife, CHARLOTTE W. HANSEN.

WITNESS my hand and notarial seal this the 28th day of August, 1986.

My commission expires: 4/28/91

Kathy W. Mount  
Notary Public

STATE OF NORTH CAROLINA, COUNTY OF HAYWOOD

I, a Notary Public of said State and County do hereby certify that DANIEL T. METZGER and wife, NELDA J. METZGER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this the 17th day of July, 1986.

My commission expires: 4/28/91

Kathy W. Mount  
Notary Public

STATE OF Georgia, COUNTY OF Richmond

I, a Notary Public of said State and County do hereby certify that WILLIAM G. HATCHER and wife, MARION H. HATCHER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this the 22<sup>nd</sup> day of July, 1986.

Caroline B. Mitchell  
Notary Public

My commission expires June 10, 1988 Notary Public, Richmond Co., Georgia  
My Commission expires

STATE OF Georgia, COUNTY OF Richmond

I, a Notary Public of said State and County do hereby certify that MELVIN R. BUCKNER and wife, PAMELA H. BUCKNER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this the 22<sup>nd</sup> day of July, 1986.

Caroline B. Mitchell  
Notary Public

My commission expires: June 10, 1988 Notary Public, Richmond Co., Georgia  
My Commission expires

STATE OF NORTH CAROLINA, COUNTY OF HAYWOOD

I, a Notary Public of said State and County do hereby certify that YVONNE KOLOMECHUK, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this the 17 day of July, 1986.

Roxie M. Hanson  
Notary Public

My commission expires: 10-2-90

STATE OF North Carolina, COUNTY OF Haywood

I, a Notary Public of said State and County do hereby certify that RUDOLPH J. TRIANA, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this the 17<sup>th</sup> day of July, 1986.

Carroll Bennett  
Notary Public

My commission expires: MY COMMISSION EXPIRES NOV. 29, 1986



STATE OF North Carolina, COUNTY OF Haywood

I, a Notary Public of said State and County do hereby certify that MICHAEL TRIANA, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this the 17th day of July, 1986.

Carol Bennett  
Notary Public

My commission expires:  
MY COMMISSION EXPIRES NOV. 29, 1986

STATE OF North Carolina, COUNTY OF Haywood

I, a Notary Public of said State and County do hereby certify that ERWIN ROE JONES, III and wife, DEBRA L. JONES, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this the 30 day of July, 1986.

Pamela J. Presley  
Notary Public

My commission expires:  
Sept 21, 1987

STATE OF NORTH CAROLINA, COUNTY OF HAYWOOD

I, a Notary Public of said State and County do hereby certify that DANIEL T. METZGER, personally came before me this day and acknowledged that he is Secretary of CHESTNUT WALK COMMUNITY ASSOCIATION, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.

WITNESS my hand and Notarial Seal this the 1st day of August, 1986.

Kathy W. Yount  
Notary Public

My commission expires:  
4/28/91

NORTH CAROLINA HAYWOOD COUNTY

EACH OF THE FOLLOWING CERTIFICATES, NAMELY OF

Caroline B Mitchell Kathy W Yount  
Bonnie M Thompson Carol Bennett Pamela J Presley

REL. TO THIS 29 DAY OF August 1986 AT 12:41 P.M.  
BOOK 372 PAGE 330

Charles B. Howell

REGISTER OF DEEDS  
HAYWOOD COUNTY

335  
By: Helen F. Davis Asst.

**2023003463**

HAYWOOD COUNTY NC FEE \$26.00  
PRESENTED & RECORDED  
04/26/2023 04:48:48 PM  
**SHERRI C. ROGERS**  
REGISTER OF DEEDS  
BY: CASSENDA N FARMER  
DEPUTY

**BK: RB 1085**  
**PG: 776 - 784**

Prepared by and return to: The Van Winkle Law Firm (LPT), P.O. Box 7376, Asheville, NC 28802-7376

STATE OF NORTH CAROLINA  
COUNTY OF HAYWOOD

**TERMINATION OF RECREATION SITE**

**THIS TERMINATION OF RECREATION SITE** is made and entered into this the day of April 26, 2023 by William G. Hatcher, Jr. as Trustee of the William G. Hatcher, Jr. Generation Skipping Trust established by the William G. Hatcher Sr. Revocable Trust Agreement dated April 3, 2013 ("Hatcher Trust") and William G. Hatcher, Jr. an unmarried widower ("Hatcher"), Rufus C. Allen and Mary S. Allen, James Anderson Barnes and Sarah Summers Barnes, married to each other, ~~Jason Pan and The Hammock Life LLC Series I, Dwight N. Towne and wife, Kathryn W. Towne, Elia S. Lima-Walton and Edna J. Lima, Susanna Bazinet and husband, Roland Bazinet,~~ and Yvonne Kolomechuk, as Trustee of the Yvonne A. Kolomechuk Revocable Trust dated October 27, 2022, and Kelley Ashley Zaid (collectively, the "Owners") and acknowledged by Chestnut Walk Community Association, Inc.

**WITNESSETH:**

**WHEREAS**, Waynesville Development Company filed that certain Declaration of Covenants and Restrictions providing for Chestnut Walk Community Association, Inc. recorded in Book 294, Page 938, Haywood County Registry, which has been amended from time to time (collectively, the "Declaration") and which encumbers certain property shown on Plat Cab A, Page 28B of the Haywood County Registry (the "Plat").

**WHEREAS**, the Plat shows an area labeled "Recreation Site" between Lots 19 and 20 shown thereon, which currently holds old, abandoned tennis courts that are in poor condition and unplayable and which is currently owned by Hatcher Trust and Hatcher (the "Recreation Site Lot").

**WHEREAS**, Hatcher desires to demolish the tennis courts and develop the Recreation Site Lot for residential development and Owners desire the same and to terminate any rights,

Submitted electronically by "van winkle Law Firm"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Haywood County Register of Deeds.

easement or otherwise, they may have, if any, as common area or otherwise, in and to the use of the tennis courts and the Recreation Site Lot.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owners, for themselves and their heirs, successors and assigns, do hereby terminate any rights, easement or otherwise, they may have in and to the use of the tennis courts and the Recreation Site Lot, if any, as common area or otherwise, so that the same may be sold and developed for residential development instead, free and clear of any easement or right of any Owner.

[signatures appear on following pages]

LOT #s: 1,2,3,4,5,6,7,8,9,10,11,12,13,16,17,20,21,22,25,26,27,28,29,31, Recreation Site, and any other property owned by the undersigned to the extent the same is required for the effectiveness of this Amendment

William G. Hatcher, Jr. Generation Skipping Trust established by the William G. Hatcher Sr. Revocable Trust Agreement dated April 3, 2013

By: [Signature]  
William G. Hatcher, Trustee

[Signature]  
William G. Hatcher, Jr.

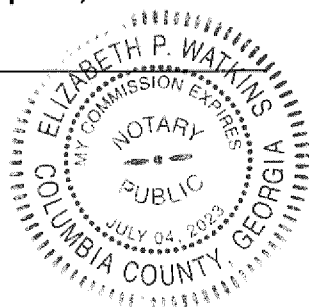
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STATE OF GEORGIA  
COUNTY OF RICHMOND

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated above: **William G. Hatcher, as Trustee of the William G. Hatcher, Jr. Generation Skipping Trust established by the William G. Hatcher Sr. Revocable Trust Agreement dated April 3, 2013**

Date: 3-20-23

(NOTARY SEAL)



[Signature]  
Notary Public Signature

Elizabeth P. Watkins  
(Printed Name of Notary)  
My Commission Expires: 7-4-23

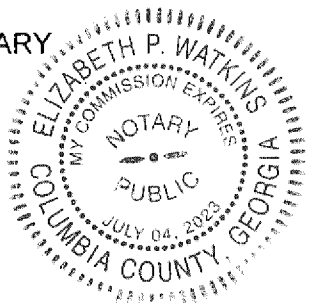
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STATE OF Georgia  
COUNTY OF Richmond

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated above: **William G. Hatcher, as Trustee of the William G. Hatcher, Jr. Generation Skipping Trust established by the William G. Hatcher Sr. Revocable Trust Agreement dated April 3, 2013**

Date: 3-20-23

(NOTARY SEAL)



[Signature]  
Notary Public Signature

Elizabeth P. Watkins  
(Printed Name of Notary)  
My Commission Expires: 7-4-23

Lot #14 and 15

Rufus C. Allen  
 Rufus C. Allen

Mary S. Allen  
 Mary S. Allen

\*\*\*\*\*

STATE OF North Carolina  
 COUNTY OF Haywood

Termination of Recreation Site  
 Chestnut Walk Community Association, Inc.

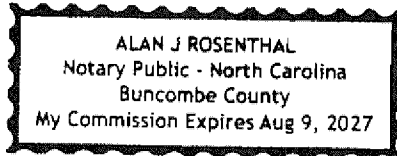
I certify that the **following person** personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated above: **Rufus C. Allen and Mary S. Allen**

Date: April 08, 2023

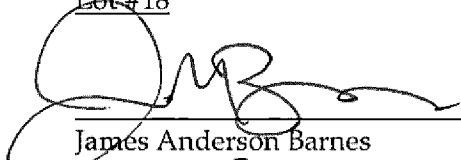
ASR/O  
 Notary Public Signature

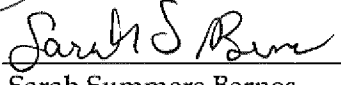
(NOTARY SEAL)

Alan J. Rosenthal  
 (Printed Name of Notary)  
 My Commission Expires: 08-09-2027



Lot #18

  
James Anderson Barnes

  
Sarah Summers Barnes

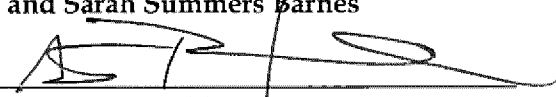
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STATE OF North Carolina  
COUNTY OF Haywood

Termination of Recreation Site  
Chestnut Walk Community Association, Inc.

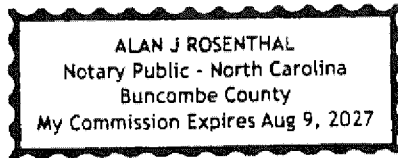
I certify that the **following person** personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated above: **James Anderson Barnes and Sarah Summers Barnes**

Date: April 08, 2023

  
Notary Public Signature

(NOTARY SEAL)

Alan J. Rosenthal  
(Printed Name of Notary)  
My Commission Expires: 08-09-2027



Lot #24

[Signature]  
Elia S. Lima-Walton

[Signature]  
Edith J. Lima  
EDNA

STATE OF North Carolina  
COUNTY OF Haywood

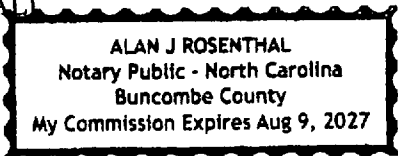
Termination of Recreation Site  
Chestnut Walk Community Association, Inc.

I certify that the following person personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated above: Elia S. Lima-Walton

Date: April 03, 2023

[Signature]  
Notary Public Signature

(NOTARY SEAL)



Alan J. Rosenthal  
(Printed Name of Notary)  
My Commission Expires: 08-09-2027

STATE OF North Carolina  
COUNTY OF Haywood

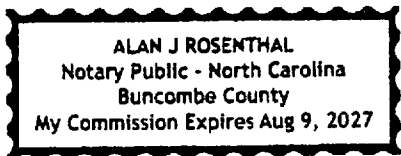
Termination of Recreation Site  
Chestnut Walk Community Association, Inc.

I certify that the following person personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated above: Edna J. Lima

Date: April 03, 2023

[Signature]  
Notary Public Signature

(NOTARY SEAL)



Alan J. Rosenthal  
(Printed Name of Notary)  
My Commission Expires: 08-09-2027

Lot #31

Yvonne A. Kolomechuk Revocable Trust dated October 27, 2022

By: *Yvonne Kolomechuk*  
Yvonne Kolomechuk, Trustee

\*\*\*\*\*

STATE OF North Carolina  
COUNTY OF Haywood

Termination of Recreation Site  
Chestnut Walk Community Association, Inc.

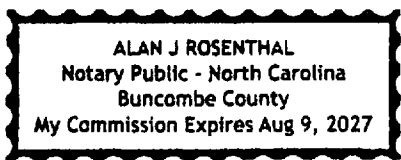
I certify that the following person personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated above: **Yvonne Kolomechuk**

Date: April 03<sup>rd</sup>, 2023

*Alan J Rosenthal*  
Notary Public Signature

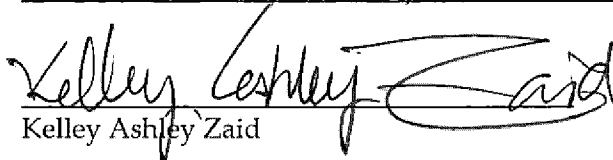
(NOTARY SEAL)

Alan J. Rosenthal  
(Printed Name of Notary)  
My Commission Expires: 08-09-2027





Mountain Villa A, B, C, and adjacent 0.181 acres

  
Kelley Ashley Zaid

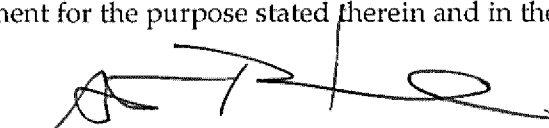
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STATE OF North Carolina  
COUNTY OF Haywood

Termination of Recreation Site  
Chestnut Walk Community Association, Inc.

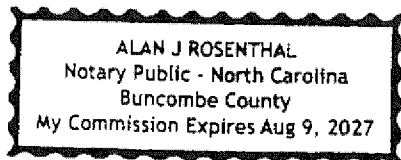
I certify that the **following person** personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated above: **Kelley Ashley Zaid**

Date: April 08, 2023

  
Notary Public Signature

(NOTARY SEAL)

Alan J. Rosenthal  
(Printed Name of Notary)  
My Commission Expires: 08-09-2027



Chesnut Walk Community Association, Inc.

By: [Signature]  
Print Name: William G. Hatcher, Jr  
President

\*\*\*\*\*

STATE OF GEORGIA  
COUNTY OF RICHMOND

I certify that the **following person** personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated above: William G. Hatcher, Jr. (print name of signatory)

Date: 3-21-23

[Signature]  
(Notary Public Signature)

(NOTARY SEAL)

Elizabeth P. Watkins  
(Printed Name of Notary)  
My Commission Expires: 7-4-23

