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by: AMANDA W. GARRETT
REGISTER OF DEEDS
BOOK 512 PAGE 127

PREPARED BY: ALAN S. HICKS
ATTORNEY AT LAW

NORTH CAROLINA
PERSON COUNTY

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TIMBERLAKE MEADOWS**

THIS DECLARATION, made this the 10th day of November, 2004, by Diamond Land Development, LLC, a North Carolina Limited Liability Company with office and place of business in Person County, North Carolina, hereinafter referred to as "Declarant";

WITNESSETH:

THAT WHEREAS, Declarant is the owner of certain real property lying and being in Flat River Township, Person County, North Carolina and more particularly described as follows (the "Property"):

Being all of that certain ~~land~~ ~~tract~~ ~~of~~ ~~land~~ ~~lying~~ ~~and~~ ~~being~~ ~~in~~ ~~Flat~~ ~~River~~ ~~Township~~ ~~Person~~ ~~County~~ ~~North~~ ~~Carolina~~ ~~and~~ ~~more~~ ~~particularly~~ ~~described~~ ~~as~~ ~~follows~~ ~~(the~~ ~~"Property")~~:
Being all of that certain ~~land~~ ~~tract~~ ~~of~~ ~~land~~ ~~lying~~ ~~and~~ ~~being~~ ~~in~~ ~~Flat~~ ~~River~~ ~~Township~~ ~~Person~~ ~~County~~ ~~North~~ ~~Carolina~~ ~~and~~ ~~more~~ ~~particularly~~ ~~described~~ ~~as~~ ~~follows~~ ~~(the~~ ~~"Property")~~
surveyed by Jim Morrow, PLS, dated November 4, 2003 and recorded in Flat Cabinet 13, Hanger 834, Person County Registry, which plat is hereby specifically incorporated by reference herein for greater certainty of description.

AND WHEREAS, the Declarant desires, for the benefit of the Property and for the benefit of future purchasers of any portion of the Property, that same shall be subjected to certain covenants, conditions, easements, assessments and restrictions governing and regulating the use and occupancy thereof, as required by and in compliance with the provisions of the North Carolina Planned Community Act as contained in Chapter 47F of the North Carolina General Statutes;

AND WHEREAS, Declarant desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the Property;

NOW THEREFORE, in order to carry into effect such purpose, and in order that the Property might afford a maximum beneficial use to any owner of any part thereof for residential purposes, Declarant hereby declares that all of the Property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following provisions, restrictions, conditions, easements, assessments and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property, and all of which shall run with the land and shall be binding on all parties having or acquiring 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.

DEFINITIONS

- a. **Association** shall mean Timberlake Meadows Owners Association, Inc., a nonprofit corporation organized and existing under the laws of the state of North Carolina, its successors and assigns.
- b. **Declarant** shall mean the signatories to this document, their successors and assigns.
- c. **Declaration** shall mean this document and any subsequent amendments or additions hereto.
- d. **Owner** shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation, and shall further include the record owner of fee simple title to any lot which is shown upon any subdivision map for any Property hereafter subjected to the terms, provisions and conditions of this declaration.
- e. **Property** shall mean and refer to all or any portion of that certain real property hereinabove described and such additions thereto as may hereafter be brought within the provisions of the Declaration and the jurisdiction of the Association.

PROPERTY SUBJECT TO DECLARATION

- a. **Properties Subject.** The Property which is and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in Flat River Township, Person County, North Carolina and is more particularly described as hereinabove set forth. Only the above described property is hereby made subject to this declaration, provided, however, Declarant reserves the right to subject other real property to the restrictions set forth herein as hereinafter set out.
- b. **Annexation of Additional Properties.** The Declarant may, but is not required to, annex additional lands to become a part of the Property governed by the Declaration. In addition, the Association may annex additional land upon the affirmative vote of 67% of both the Class A membership and Class B membership of the association at a meeting at which a quorum is present and which has been duly called for this purpose.
- c. **Supplementary Declaration.** Each addition to the Property herein authorized shall be made by filing of record one or more supplementary declarations with respect to the lands to be then made subject to this Declaration, thereby extending the jurisdiction of the Association to such lands and subjecting same to all of the provisions hereof. Each such supplementary declaration may contain complimentary additions and modifications of the covenants, conditions and restrictions herein contained as may be necessary to reflect the different character of the added property, provided, however, that any such supplemental declaration shall not revoke or otherwise amend the provisions of this declaration relative to the property hereby made subject thereto.

OWNERS ASSOCIATION

- a. **Membership and Voting Rights.** Every owner of each lot which is subject to this declaration shall automatically be a member of the Timberlake Meadows Owners

Association, Inc.. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject hereto. The Association shall have two classes of voting membership:

(1) **Class A.** Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

(2) **Class B.** The Class B member (s) shall be the Declarant and shall be entitled to three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

b. Until the conversion of the Class B membership to Class A as provided for in Section (a) hereinabove, the Declarant shall retain all powers allocated to the Association in this Declaration or as provided by applicable law, and all references herein to the Association shall be so understood to mean the Declarant where applicable. Upon the conversion of the Class B membership to Class A, the Declarant shall call a meeting of all property owners for the purpose of adopting by-laws and electing a Board of Directors, which shall be by majority vote of the property owners present and voting in person or by proxy.

c. **Assessments.** All of the Class A members, by acceptance of a deed for any portion of the Property, including the party of the first part once its membership has converted to Class A as provided above, covenant and agree to pay to the Association (1) annual assessments and (2) special assessments for capital improvement, and do further covenant and agree as follows with respect to the establishment and collection thereof:

(1) **Lien and Personal Obligation of Assessments.** To pay assessments or charges, such assessments to be established and collected as hereinafter provided. The assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney fees, shall also be the personal obligation of the owner of each lot, and such personal obligation, whether for any delinquent assessments and/or future assessments, shall remain the personal obligation of such owner and shall not pass to any successor in title unless expressly assumed by him.

(2) **Purpose of Assessments.** The assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine, including maintenance, operation, improvement and protection of the Property, its roads and other facilities, enforcing this Declaration and, in addition, doing any other things necessary or desirable in the opinion of the Association.

(3) **Annual Assessment.** Until the Association is fully activated as hereinabove provided, each owner shall pay an annual assessment to the Declarant in the amount of \$150.00 per lot. The Declarant, during its period of control, shall be entitled to increase said annual assessment in an amount not to exceed ten percent (10%) per year as may be reasonably necessary to adequately provide the services for which the assessment is intended. The assessments shall be maintained in a separate bank account designated exclusively for this purpose, and any balance remaining therein shall be transferred to the Association at the time that it is activated pursuant to the provisions of this Declaration. Increase of the annual assessment by the Association requires the affirmative vote of 67% of the membership present, in person or by proxy, at a meeting called for this purpose.

(4) **Special Assessments.** In addition to the annual assessment authorized above, the Association may levy a special assessment for the purpose of defraying in whole or in part, the part of any construction, reconstruction, repair or replacement of a

capital improvement upon any portion of the Property, provided that any such assessment shall have the assent of not less than 67% of the votes of each class of members of the Association voting in person or by proxy at a meeting duly called for such purpose.

(5) **Notice Requirements.** Written notice of any meeting called for the purpose of taking any action authorized under Subsections b (2) (3) or (4) of this Section 3 shall be sent to all members not less than thirty nor more than sixty days in advance of the meeting.

(6) **Uniform Rate of Assessment.** Assessments must be fixed at a uniform rate for all lots, except for those owned by the Declarant prior to the time when its Class B membership converts to Class A membership pursuant to the provisions of Subsection (a) of this Section 3 and except for special assessments which may apply only to a limited common element as is defined in General Statutes 47F, which shall be assessed exclusively against only the lots benefited. Assessments may be collected on a monthly, quarterly or annual basis, as determined by the Association. Owners of lots purchased in the midst of a calendar year will pay at closing a prorated portion of the assessment for the year in which closing occurs.

(7) **Commencement and Accrual of Assessments.** Initially and thereafter, the Declarant or the Association, as the case may be, shall fix the amount of the annual assessment. Written notice of the annual assessments shall be sent to every owner subject thereto on or after March 1 of each year, and shall be payable within thirty days after the date of said notice. The Association shall, upon request, furnish a certificate signed by an officer of the Association setting forth the status of assessments with respect to a specified lot.

(8) **Non-Payment of Assessments.** Any assessment not paid within thirty days after the due date shall bear interest thereafter at the then maximum legal rate. The Association, its agent or representative, may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the Property, and interest, costs and reasonable attorney fees of such action of foreclosure shall be added to the amount of the assessment due. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

(9) **Subordination to Mortgage Liens.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

d. **Meetings of Association.** The initial meeting of the Association will be called by the Declarant by written notice to all other owners, not less than fifteen (15) days in advance thereof. The timing of such initial meetings shall be in the sole discretion of the Declarant, and any functions assigned to the Association by this agreement will be performed by the Declarant until such time as said meeting is held. At the initial meeting, the members will elect officers, adopt by-laws and otherwise determine the organizational structure of the Association. Thereafter, a meeting of the owners shall be held at least annually, during the month of May of each year.

ARCHITECTURAL CONTROL

a. **Architectural Review Committee.** No building, fence, wall or other structure or improvement of any nature whatsoever shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of

same shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by the Declarant, or in the event the Declarant assigns this right and duty to the Association, or at such time as the Declarant no longer owns any lots subject to this Declaration, then by an architectural committee composed of three or more representatives appointed by the Association (all or any combination of which are hereafter referred to as "Architectural Committee"). In addition, the submittal required above for improvement shall also include the name of any contractor who is to be in charge of performing the work, which contractor must likewise be approved by the Architectural Committee. In the event that the Architectural Committee fails to approve or disapprove any of the foregoing within thirty days after said submittals have been delivered to it, approval will not be required and this provision will be deemed to have been fully complied with. Upon giving approval to such plans and specifications, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans as have been previously approved by the Architectural Committee, and Declarant or the Association shall be entitled to stop any construction which is in violation of the approved plans or any of the other provisions of this Declaration. The Architectural Committee shall not be responsible for any structural or other defect in plans or specifications submitted to it or in any structure erected according to such plans and specifications.

b. **Variances.** The Architectural Committee shall have power to and may, but shall not be required to, allow adjustments of the conditions and restrictions herein contained in order to overcome practical difficulties and prevent unnecessary hardships in the application of the requirements of this declaration, provided, however, that such is done in conformity with the intent and purposes hereof, and provided also that in every instance such variance or adjustment shall not be materially detrimental or injurious to other property or improvements. Variances and adjustments of height, size and set back requirements may be granted hereunder.

c. **Dwelling Quality and Size.** Any dwelling constructed thereon shall not exceed two and one-half stories in height (exclusive of basement). No dwelling containing less than 1600 square feet of finished, heated living area, exclusive of basements, garages, carports, storage areas, breezeways and stoops shall be erected upon any lot. All structures erected shall be of good standard quality workmanship and the materials used therein shall be of standard and approved quality: No double-wide or single-wide manufactured homes as defined by G. S. 143-143.9(6) and no modular homes as defined by G. S. 143-139.1 shall be permitted. Only site-built homes are permitted. All dwellings shall be served by municipal water and individual septic systems, the construction, operation and maintenance of which shall be in full compliance with all applicable county and state building codes and health regulations.

d. **Building Location.** All buildings shall have a minimum set back of at least fifty feet from any highway or subdivision road right of way, twenty feet from any side lot line.

e. **Building Completion.** The exterior of all dwellings and other structures must be completed within twelve months after the commencement of construction, 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.

LAND USE CONTROL

The Property shall be used only for single family residential and related purposes. Use of any portion of the Property shall further be governed as follows:

a. **Subdivision.** No lot shall be subdivided other than by Declarant, except by means of a written and recorded instrument indicating that such subdivision has been approved by Declarant. Declarant hereby expressly reserves to itself, its successors and assigns, the right to re-plot any lot shown on any subdivision plat of any portion of the property, so long as all

resulting lots have a minimum size of at least 40,000 square feet. This Declaration shall apply to any such re-platted lots as if the resulting lots had been originally platted in such manner.

b. **Accumulation of Water.** No swimming pool or other excavation which may reasonably be expected to contain accumulations of water may be constructed upon any lot without the prior written consent of Declarant.

c. **Refuse.** No garbage or trash shall be burned, and no portion of the Property shall be used or maintained as a site for the storage of refuse. All garbage, trash or other refuse shall be kept in clean and covered receptacles located either to the rear of the residence or in an enclosed structure, such that same shall not be visible from any public or private road right-of-way. Property owners are required to have all refuse removed from the Property not less frequently than weekly.

d. **Satellite Dishes.** No ground mounted full sized satellite signal receiving dish shall be erected upon any lot without the prior written consent of the Declarant or the Committee, it being the purpose hereof to insure that same shall not unreasonably interfere with the rights and privileges of other lot owners and that the presence of such a device is sufficiently screened from view in order to minimize its visibility.

e. **Mail Receptacles.** All mail receptacles serving any portion of the Property must be uniform, and the design, construction material, quality, color and location thereof will be determined by the Declarant and enforced consistent with the provisions hereof.

f. **Outdoor Clothes Drying.** Clotheslines and other similar devices shall be located so as not to be visible from all road rights-of-way.

g. **Fuel Storage.** No fuel tanks or other similar storage receptacles may be exposed to view. Any such receptacles may be installed only in an accessory building, within a screened area, or buried underground.

h. **Recreation Equipment.** All recreation equipment, including, but not limited to, swings, picnic tables, grills, sand boxes, playpens and toys shall be located to the rear of the residence and must be maintained in a neat and orderly manner.

i. **Driveways.** All driveways installed to reach any portion of the property from the subdivision road must use a pipe sufficient size and length to meet North Carolina Department of Transportation standards then in effect for connection to a public road. All driveways must be paved with concrete or such other hard surface material as may be approved by the Architectural Committee, for the entire length of the driveway.

j. **Animals.** Except as specifically authorized herein, no animals or fowl of any kind, other than indoor household pets, may be kept or maintained on any part of the Property. Not more than two indoor household pets may be kept, provided: (i) they are not kept, bred or maintained for any commercial purpose; (ii) when outside the residence, they are either within a fenced enclosure or are physically controlled by a responsible person by virtue of a leash, not simply tethered to an inanimate object; and (iii) they are not allowed to become a nuisance, whether by the making of noise, constituting a threat to persons or property, or otherwise. Outside kennels or other structures designed to shelter household pets are prohibited. Any fenced enclosure allowed herein for any permitted animal is subject to the applicable requirements of Section 4 hereof.

k. **Parking.** Adequate off street parking shall be provided by the owner of each lot for the parking of the automobiles of the residents of any dwelling constructed thereon. All automobiles shall be parked in a driveway, carport or garage. Any boats, campers, utility trailers, mowers, tractors or other tools and equipment shall be stored in a garage or an accessory building approved pursuant to the provisions of Section 4 hereof, or in the rear yard so as not to be visible from the subdivision street.

l. **Vegetative Buffer.** A vegetative buffer, whether natural or cultivated, shall be

maintained by each owner for a width of not less than ten feet along the common boundary with each adjoining lot. This requirement shall be subject to exception on a case by case basis, for good cause shown, upon individual application to the Architectural Committee.

PROHIBITED ACTIVITIES

The following restrictions must be observed by the owner of any portion of the Property, and by all guests and invitees:

- a. **Nuisance.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the surrounding Property owners. This shall include, without limitation, exterior lighting or any device or thing of any sort whose normal activity or existence is, in the judgment of the Declarant, in any way noxious, dangerous, unsightly, unpleasant, or of a nature such as to actually or potentially diminish or destroy the enjoyment of the remainder of the Property by the owners thereof. Any facility with mechanical or other equipment that creates unreasonable noise, odors, glare, vibrations, electrical disturbances or unsightly views beyond the lot on which same is located is strictly prohibited.
- b. **Commercial Activity.** No business activity, trade or profession of any kind whatsoever shall be carried on or practiced upon any of the subject Property. No trade materials or inventories shall be stored upon the premises.
- c. **Motor Vehicles.** No motor vehicles or equipment of any kind shall be regularly stored upon the Property except in enclosed garages. No motor vehicles may be parked upon the roadway serving the Property in such a manner as to prohibit reasonable use of such roadways for purposes of ingress and egress. No motorized vehicles not validly registered and licensed as required by State law shall be operated within any portion of the Property, and no unlicensed operator may operate any vehicle within any portion of the Property.
- d. **Signage.** No signs or billboards shall be erected or maintained on the premises; however, this does not prohibit location of real estate signs upon any lot for the purpose of advertising such lot for sale, not more than 3 feet square or more than five feet high.
- e. **Firearms.** No hunting or the discharge of firearms shall be conducted on any portion of the Property.
- f. **Temporary or Appurtenant Structures.** No structure of temporary character, whether trailer, basement, tent, shack or barn shall be erected or placed on any lot covered by this Declaration. Any building of any kind detached from the main residence must receive the prior written approval of Declarant and may not be for separate residential purposes, other than for the use of the occupants of the principal residence.

EASEMENTS AND RIGHTS OF ENTRY

- a. **Right-of-Way and Utility Easements.** An easement extending throughout the entire width of all private roadways serving lots which are a part of the Property is specifically reserved by Declarant for roadway purposes and for public utility and drainage purposes, and Declarant does reserve unto itself and its successors, heirs and assigns, the right to go upon such easements for the purpose of maintaining roadways and installing utility services and providing drainage. However, Declarant assumes no responsibility for extending utility services to any individual lot hereby restricted. The Declarant further reserves the right to determine any other location of necessary rights of way or easements for utility purposes, and the right to subject the Property to contract with utility companies for the installation of underground electric cables which may require an initial contribution, and/or the installation of street lighting, which will require a continuing monthly payment to the utility provider by

the owners of each lot within the Property. All utility lines serving an individual lot must be placed underground at the expense of the lot owner to the extent that such underground placement is possible consistent with the requirements and regulations of the applicable utility provider. Electrical service will be provided by Declarant in the right of way of access roads serving the Property, it being understood that it is the sole responsibility of the individual lot owners to extend same from that point to serve their individual lots. The Declarant reserves the right to subject the Property to easements for the extension of septic drain line and the location of drain fields off-site relative to any portion of the Property on which a private septic system cannot be completely self-contained under applicable governmental regulations. The Declarant also reserves the right to consent on behalf of the parties of the second part, and to execute any and all documentation for and on behalf of the parties of the second part, required in order to petition the North Carolina Department of Transportation to accept the development roads into the state highway system for maintenance purposes, and to grant to the North Carolina Department of Transportation the necessary easements for the road rights of way required in order to effectuate same.

b. **Easements of Access.** Each and every owner is hereby granted an easement to pass over, use and enjoy all development roads and any other open spaces which may subsequently be designated as common areas. The Declarant reserves the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any similar action reasonably necessary to provide economical and safe installation and service of roadways and utilities. The Declarant reserves to itself, its successors and assigns every reasonable use and enjoyment of the development roads and all other lands subsequently designated as common areas in a manner not inconsistent with the provisions hereof.

c. **Right of Entry.** The Declarant reserves for itself, its successors and assigns, the right to enter upon any lot, such entry to be made by personnel with suitable equipment, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth and for the purpose of building, repairing or otherwise enforcing the provisions of these covenants, which entry shall in no event be deemed to be a trespass.

8

MAINTENANCE

a. **During Construction.** During construction, the contractor or owner must keep the building site reasonably clean. All building debris, stumps, trees and other refuse must be removed from the Property as often as necessary in order to keep same in a neat and attractive condition. Such debris will not be dumped or allowed to remain on any part of the Property.

b. **Buildings and Grounds.** It shall be the responsibility of each property owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds tending to substantially decrease the beauty and value of the neighborhood as a whole or the specific area affected. No weeds, underbrush or unsightly growth shall be permitted to grow or remain on any part of any lot and no refuse pile or unsightly accumulation shall be allowed to be placed or suffered to remain upon any portion of the Property. Where lots border on or contain ditches, drainage canals, ponds, swells or streams, the owner thereof shall keep that area, including the slopes down to the edge of the water, mowed and maintained regularly. Washouts or erosion on any portion of the Property shall be properly attended to by the respective owner.

c. **Roads.** The development roads serving the property from the state road have been constructed by the Declarant to North Carolina Department of Transportation specification in order to make them eligible, once required residential density is attained, to be accepted for state maintenance. In the interim, the type and timing of any maintenance required to keep the roads in an all weather condition reasonably suitable for residential and emergency vehicular traffic shall be determined by the Declarant or the Association, with the cost thereof being payable from Association funds obtained from annual assessments.

INSURANCE

a. **Property Owner.** Each property owner shall insure improvements to his property for its replacement cost value against loss by fire or other hazards.

b. **Repair or Replacement of Damaged or Destroyed Property.** In the event of damage or destruction by fire or other casualty to any improvements, the owner shall, within thirty (30) days of receipt of insurance proceeds, but in no event later than six months from the date of such damage or destruction, either (i) commence reconstruction of the damaged or destroyed structure, or (ii) clear the lot upon which the damaged or destroyed structure is located of all debris and re-seed the entire lot. In the event that (i) restoration of the structure is commenced but is terminated before completion thereof and such termination continues for a period of at least ninety (90) days; or (ii) the lot is not cleared of debris within thirty (30) days after commencement of clearance; or (iii) restoration or commencement of clearance of the lot does not occur within said six month period, the Declarant shall have the right, but not the obligation, to clear the lot of debris and re-seed same. The cost of such repairs shall be an expense attributable to the lot and shall become an immediately due and payable special assessment against the lot, collectable in the same manner as any other assessment. In the event that a lot is cleared and re-seeded as allowed hereunder, then it shall be the obligation of the owner thereof to continue to properly maintain the lot.

VIOLATIONS OF DECLARATION

a. **Enforcement.** The Declarant, the Association or any other owner of any portion of the Property shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed pursuant to the provisions of these covenants. In addition, Declarant or the Association shall have the right, but not the obligation, whenever there exists on any portion of the Property any condition which is in violation of this declaration, to summarily abate or remove same at the expense of the owner if, after 30 days prior written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass, and the party taking such abatement or removal action shall be entitled to recover the reasonable costs thereof from the violating party. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the continuing right to do so thereafter. The person or persons against whom any enforcement action shall also be required to pay all reasonable expenses incurred by those bringing the enforcement action, including reasonable attorney fees, which expenses may be taxed as a part of the costs awarded in any legal action, or may be recovered pursuant to all legal remedies allowed for the collection of debts.

b. **Subordination of Lien.** The lien which may be created for the expense of abatement or removal of any condition in violation of these covenants shall be subordinate and inferior to any mortgage then or thereafter encumbering such lot.

GENERAL PROVISIONS

a. **Duration and Amendment.** The covenants and restrictions herein contained shall run with and shall be binding upon the Property for a term of twenty (20) years from the date of recordation of this document, after which time same shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by not less than 75% of the owners of the Property has been recorded, agreeing to change these covenants in whole or in part.

b. **Binding Effect.** The provisions of these covenants, both negative and affirmative and

including, without limitation, the covenant to pay assessments, shall be binding upon and shall inure to the benefit of each lot and the owner of each lot, their heirs, successors and assigns.

c. **Severability.** Invalidation of any one or more of the provisions of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, all of which shall remain in full force and effect.

d. **Headings.** Headings are inserted only for convenience of reference and are in now way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer.

e. **Construction.** In all cases, the provisions of these covenants shall be construed together and shall be given that interpretation or construction which will best allow for strict enforcement and, if necessary, the provisions hereof shall be so extended or enlarged by implication as to make them fully effective consistent with the intent hereof.

f. **Waiver.** No failure or neglect on the part of any party entitled to enforce any of the provisions hereof, to demand or insist upon the observance thereof or to proceed for the restraint of violation thereof shall be deemed a waiver of any such violation. Nor shall a waiver or variance from any of the provisions hereof on any one occasion be in any way deemed a waiver of right to enforce the same or any other provision hereof on any other occasion.

IN WITNESS WHEREOF, the Declarant has caused the duly authorized execution hereof, this the day and year first above written.

DIAMOND LAND DEVELOPMENT, LLC

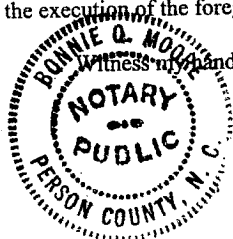
By: Willis L. Parker, Manager (SEAL)
Willis L. Parker, Manager

By: C. Derwin Charles, Manager (SEAL)
C. Derwin Charles, Manager

NORTH CAROLINA
PERSON COUNTY

I, Bonnie O. Moore, a Notary Public of the aforesaid State and County do hereby certify that Willis L. Parker and C. Derwin Charles, Managers of Diamond Land Development, LLC, personally appeared before me this date and duly acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 10th day of November, 2004.



Bonnie O. Moore
Notary Public

My Commission Expires: 2-15-2006

FILED in PERSON County, NC
on Feb 22 2006 at 10:35:01 AM
by: AMANDA W. GARRETT
REGISTER OF DEEDS
BOOK 575 PAGE 775

**INSTRUMENT PREAPRED BY: ALAN S. HICKS, P.A.
ATTORNEY AT LAW**

**ANNEXATION, SUPPLEMENTAL DECLARATION AND AGREEMENT
FOR TIMBERLAKE MEADOWS, PHASE 2**

NORTH CAROLINA
PERSON COUNTY

THIS ANNEXATION, SUPPLEMENTAL DECLARATION AND AGREEMENT,
made and entered into this the 21st day of February, 2006 by Diamond Land Development, LLC,
hereinafter "Declarant";

WITNESSETH:

THAT WHEREAS, the Declarant is the developer of a certain residential subdivision in
Flat River Township, Person County, North Carolina known as Timberlake Meadows (the
"Subdivision"), and more particularly described on plat of record in Plat Cabinet 13, Hanger
860, Person County Registry (the "Property");

AND WHEREAS, the Declarant has heretofore subjected the Property to Covenants,
Conditions and Restrictions of record in Book 512, Page 127, Person County Registry (the
"Covenants");

AND WHEREAS, Section 2(b) of the Covenants reserves to the Declarant the right to
annex additional property into the Subdivision

AND WHEREAS, Section 2(b) of the Covenants further provides, in the event of such
annexation, for the recordation of a supplemental declaration to extend the applicability of the
Covenants to such additional property, and to contain such complimentary additions and
modifications of the Covenants as may be necessary with respect to the additional property;

AND WHEREAS, the Declarant has developed Phase 2 of Timberlake Meadows, which
is more particularly shown and described as follows (the "Additional Property"):

**Being all of what is shown and designated as Lots A, B, 25 through 33 and 37
through 52 on that plat of survey entitled "TIMBERLAKE MEADOWS, PHASE
2", surveyed by Jim Morrow, PLS, dated February 3, 2006 and of record in Plat
Cabinet 14, Hangers 263 and 264, Person County Registry;**

AND WHEREAS, the Declarant further desires to add complimentary supplemental
conditions to the Covenants as hereinafter set forth;

AND WHEREAS, pursuant to the provisions of Section 3 of the Covenants, the
Declarant retains all powers allocated to Timberlake Meadows Owners Association (the
"Association") therein, and accordingly has exclusive authority to take all action referenced
herein;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions hereinafter set forth, it is hereby agreed as follows:

1. **Annexation.** The Additional Property as above described is hereby annexed as a part of the Subdivision and is made subject to the Covenants and all of the rights and obligations therein contained.
2. **Supplementary Declaration.** This agreement shall constitute a supplementary declaration as same is defined and delineated in the Covenants, extending the jurisdiction of the Association to the Additional Property.

3. **Complimentary Additions and Modifications.**

- a. The annual assessment as provided for in Section 3(c) of the Covenants shall be \$300.00 per lot.
- b. Section 5(e) of the Covenants is hereby deleted in its entirety and the following is substituted in its place and stead:

Mail Receptacles. The Declarant or the Association will provide a single uniform mail receptacle for each occupied lot, with the actual cost thereof to be paid by the Owner, which payment may be enforced in the same manner as an assessment, as elsewhere provided in this Declaration. The Association will provide and pay for all required periodic maintenance of the mail receptacles.

- c. The following shall be added at the end of Section 8(b):

All non-wooded portions of an occupied lot must be properly landscaped as a part of the curtilage of the residence located thereon. This includes any portion of a lot which may have been pastured at the time of the Owner's purchase of same.

- d. Section 8(c) is deleted in its entirety and the following is substituted in its place and stead:

Roads. The development roads serving the property from the state road have been constructed by the Declarant to North Carolina Department of Transportation specification in order to make them eligible, once required residential density is attained, to be accepted for state maintenance.

- (1) **Maintenance.** In the interim, the type and timing of any maintenance required to keep the roads in an all weather condition reasonably suitable for residential and emergency vehicular traffic shall be determined by the Declarant or the Association, with the cost thereof being payable from Association funds obtained from annual assessments.

(2) **Damage and Debris.** Owners are responsible for the cost of repair of any damage to, or the clearing and cleanup of any debris on, development roads caused by or arising out of the activities of said owner or its contractor, subcontractors or material suppliers during the course of construction on any lot. In the event that an owner fails to comply with the provisions hereof, the Association may take all action required, with the cost thereof to be collectible from the Owner in the same manner as assessments as provided for elsewhere in this Declaration.

(3) **Driveways.** Connection of private driveways with the development roads must be done in strict compliance with North Carolina Department of Transportation specifications including, without limitation, the size and quality of drainage pipe. If this is not properly done by the Owner, the Association may do so, with the actual cost thereof, and a reasonable administration and supervision fee, to be collectible from the Owner in the same manner as any other assessment.

IN WITNESS WHEREOF, the Declarant has caused the duly authorized execution hereof, this the day and year first above written.

DIAMOND LAND DEVELOPMENT, LLC

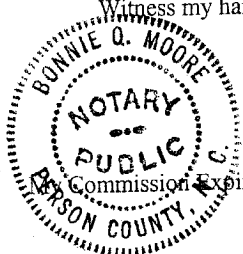
By [Signature] (SEAL)
Willis L. Parker, Manager

By [Signature] (SEAL)
C. Derwin Charles, Manager

NORTH CAROLINA
PERSON COUNTY

I, Bonnie O. Moore, a Notary Public of the aforesaid State and County do hereby certify that Willis L. Parker and C. Derwin Charles, Managers of Diamond Land Development, LLC, a North Carolina Limited Liability Company, personally appeared before me this date and duly acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 21st day of February, 2006.



[Signature]
Notary Public Bonnie O. Moore

Diamond Land Development, LLC/Annexation and Supplemental Declaration for Timberlake Meadows, Phase 2

Document shows proof /acknowledgement before officer authorized to take proof /acknowledgement; acknowledgement includes officer's signature, commission expiration date, official seal, if required.
[Signature]
Amanda W. Garrett, Person County Register of Deeds