

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 PREPARED 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

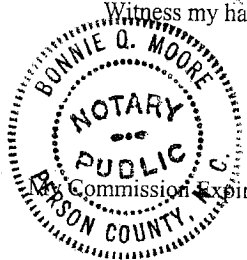
By [Signature] (SEAL)
Willis L. Parker, Manager

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

Commission Expires: 2-15-2011

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