

This instrument prepared by:
Jolly, Williamson & Williamson (BNWIII)

NORTH CAROLINA
FRANKLIN COUNTY

"TIMBERLANDS"
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that "Timberlands", a North Carolina General Partnership, is the owner in fee simple of that certain tract or parcel of land in Youngsville Township, Franklin County, North Carolina, and comprising Lots No. 1 through 8, inclusive, according to survey by Bobbitt Surveying, P. A., as shown on plat thereof dated 14 August 1986, Revised 31 August 1987 and entitled "Survey for 'Timberlands' Youngsville Township, Franklin County, North Carolina", of record in Plat Record File #3, Slide 104-E in the office of the Franklin County Register of Deeds; AND WHEREAS, the undersigned contemplate the development of said property and the conveyance of the lots hereinabove referred to; AND WHEREAS, it is the desire of the undersigned that the purchasers and subsequent owners of said property shall be protected by the covenants and restrictions hereinafter set forth to the mutual advantage of the owners and the purchasers of any or all of said property.

NOW, THEREFORE, in consideration of the premises and as an inducement and incentive to the prospective owners to purchase and develop said property the undersigned do hereby covenant and agree to and with all persons, firms, or corporations hereafter acquiring any property in the above described "Timberlands", that all of the lots on the map hereinabove referred to and now owned by the undersigned are hereby subject to the following covenants and restrictions as to the use thereof and that all subsequent conveyances of the above property shall be subject to the following covenants and restrictions, to wit:

1. All lots shall be used only for residential purposes.
2. No building shall be erected, altered, placed or permitted to remain on any lot within "Timberlands", other than one single-family dwelling, a private garage and other structures used in connection with said dwelling; provided, however, that any such structures shall be designed, constructed and maintained in keeping with the style and design of the primary dwelling.
3. No building shall be constructed within one hundred (100) feet of the center of the roadway fronting said tract, and no building shall be located on a tract nearer than twenty (20) feet to any side or rear property line. For the purposes of this covenant, eaves, steps, and open porches shall be considered as a part of a dwelling.
4. No dwelling of less than 1300 square feet of living space, exclusive of porches, garages and terraces, shall be permitted on any tract. No building shall be constructed with any exterior finish other than brick, brick veneer, stone, imitation stone, wood or other material equal to or superior to the above mentioned, or a combination of these, and no building shall have any exterior finish of cement block type material, stucco, or asbestos shingles.
5. No structure of a temporary character, including but not limited to, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any tract within said subdivision at any time as a residence, either temporary or permanent.

6. No noxious or offensive activity shall be carried on upon any tract in said subdivision, nor shall anything be done on any tract in said subdivision which may be or may become an annoyance or nuisance to the neighborhood.,

7. No tract as shown on the official map of said subdivision shall be resubdivided unless such part of the subdivided tract becomes a part of a whole tract and the remainder of the subdivided tract becomes a part of another whole tract. In no event, however, shall more than one dwelling be erected on any one tract or to any one tract to which there has been made an addition.

8. No one shall be permitted at any time to raise, keep or maintain any poultry, cattle, swine or goats on any lot shown on the official map of said subdivision. No animals shall be kept or raised for commercial purposes.

9. No purchaser of any tract within said subdivision shall use the land nor any building situate thereon solely as rental property.

10. The purchaser of any tract within said subdivision through which a stream, branch or creek passes; or of a tract bounded by a stream, branch, or creek, must keep said stream, branch or creek free and clear of all debris and stagnant water so far as the said stream, branch of creek passes through or bounds any tract.

11. These covenants and restrictions in no way prohibit the location, on any tract of land shown on the official map of the subdivision, private stables for horses provided that the pen or building used to house horses shall be located at least fifty (50) feet from a side or back property line and shall be at least 150 feet from a front property line, and that said stables, buildings, and enclosures shall be kept clean at all times and if any premises shall be found by the County Health Department to be a nuisance and/or detrimental to the public health, the owner of occupant of said premises shall be required to remedy the offending condition in accordance with the instructions of the County Health Department within 24 hours after receiving notice thereof.

PRIVATE ROAD MAINTENANCE PROVISIONS

For all tracts in "Timberlands", there is hereby created a "Timberlands" Property Owners Association which is established for the purpose of establishing rules and regulations governing the speed limits and for the maintenance and upkeep of the roads in the subdivision. Each of the owners of the tracts in the subdivision shall be entitled to one vote per tract at the annual meeting of such association to be held on the last Friday of each year beginning with the year 1988. At the annual meeting, there shall be elected a Board of Directors for the association consisting of five members and the five members so elected shall be responsible for contracting and providing for the road maintenance and regulations. The costs of any repairs and maintenance contracted by the Board of Directors of the association shall be assessed equally to all tracts within the subdivision. However said maintenance shall not exceed the sum of \$100.00 per tract per year in terms of 1987 dollars. Owners of more than one tract shall be assessed one assessment for each tract owned. In the event a tract owner fails or refuses to pay his proportionate part of such road maintenance, the association may enforce such payment through civil action to be instituted for such purpose in the General Court of Justice of Franklin County, North Carolina. Title to all tracts in the subdivision that abut a private road shall extend to the centerline of said road, however, the declarant herein, and its successors and assigns, reserve the right to grant a general road easement to the North Carolina Department of Transportation or any other governmental authority, if it is desired that such private road be included in the public highway system.

RESERVATION OF UTILITY EASEMENTS

Declarant hereby reserves the right to grant general utility easements to any public utility desiring to provide service of such utilities to a lot owner within said subdivision.

CHANGES IN COVENANTS AND RESTRICTIONS

These covenants and restrictions shall be in effect and applicable to lots within "Timberlands" for a period of twenty-five (25) years from and after the date hereof; however, if a two-thirds (2/3) majority of the owners of tracts of land within said subdivision determine that changes in said covenants and restrictions will result in the improvement of "Timberlands", then such changes may be made and recorded in the Register of Deeds Office of Franklin County provided such changes in said covenants and restrictions are made at a special called meeting of the "Timberlands" Property Owners Association after the Board of Directors of said association first gives written notice to all property owners within said subdivision of the proposed changes in said covenants and restrictions, said notice to be given to all property owners at least thirty (30) days prior to the date for said hearing. These covenants and restrictions shall only be changed, altered or amended, upon a vote of at least two-thirds (2/3) of the property owners within "Timberlands" based on one tract equal to one vote.

IN TESTIMONY WHEREOF, this instrument has been executed as an act of said General Partnership, by Raymond E. Burnette, a General Partner.

"TIMBERLANDS", a General Partnership

BY. Raymond E. Burnette
Raymond E. Burnette,
a General Partner

NORTH CAROLINA

FRANKLIN COUNTY

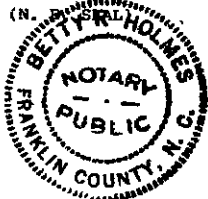
I, the undersigned Notary Public, do hereby certify that Raymond E. Burnette, a General Partnership of "Timberlands", personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 4th day of September 1987.

Betty R. Holmes
Notary Public

My commission expires:

30 April 1990



North Carolina, Franklin County

The foregoing certificate of Betty R. Holmes, A Notary Public, is certified to be correct.

This 23rd day of October, 1987.

Martha D. Shearin
Martha D. Shearin
Register of Deeds

NORTH CAROLINA - FRANKLIN COUNTY

Filed for registration the 23rd

day of October, A.D. 19 87

At 9:40 A.M., in Book 886

Page(s) 11-13

Martha D. Shearin
MARTHA D. SHEARIN, REGISTER OF DEEDS

BOOK 939 PAGE 0159
61

This instrument prepared by:
Jolly, Williamson & Williamson (BNWIII)
Louisburg, N. C. 27549

NORTH CAROLINA
FRANKLIN COUNTY

"TIMBERLANDS"
SECTION II
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that "Timberlands", a North Carolina General partnership, hereinafter called "Declarant", is the owner in fee simple of that certain tract or parcel of land situate in Youngsville Township, Franklin County, North Carolina, and comprising lots No. 11 through 89 inclusive, according to survey by Bobbitt Surveying, Registered Land Surveyors, as shown on plat thereof dated September 18, 1989, and entitled "Survey for 'Timberlands', Section II, Youngsville Township, Franklin County, North Carolina", of record in Plat Record File # 3, Slide 91-92, in the office of the Franklin County Register of Deeds; AND WHEREAS, the undersigned contemplate the development of said property and the conveyance of the lots hereinabove referred to; AND WHEREAS, it is the desire of the undersigned that the purchasers and subsequent owners of said property shall be protected by the covenants and restrictions hereinafter set forth to the mutual advantage of the owners and the purchasers of any or all of said property.

NOW, THEREFORE, in consideration of the premises and as an inducement and incentive to the prospective owners to purchase and develop said property the undersigned to hereby covenant and agree to and with all persons, firms, or corporations hereafter acquiring any property in the above described "Timberlands", that all of the lots on the map hereinabove referred to and now owned by the undersigned are hereby subject to the following covenants and restrictions as to the use thereof and that all subsequent conveyances of the above property shall be subject to the following covenants and restrictions, to wit:

1. All lots shall be used only for residential purposes.
2. No building shall be erected, altered, placed or permitted to remain on any lot within "Timberlands", other than one single-family dwelling, a private garage and other structures used in connection with said dwelling; provided, however, that any such structures shall be designed, constructed and maintained in keeping with the style and design of the primary dwelling.
3. As to all lots in the subdivision, excluding corner lots, no building shall be constructed within eighty (80) feet of the center of the roadway fronting said tract, and no building shall be located on a tract nearer than fifteen (15) feet to any side line nor twenty-five (25) feet to any rear property line. For the purposes of this covenant, eaves, steps, and open porches shall be considered as a part of a dwelling. As to all corner lots in the subdivision, the building setback requirements set forth on the official map of the subdivision, of record in Plat Record File #3, Slide 91-92, Franklin Registry, shall be applicable.

See *General Restrictive Covenants in Book 952, Pages 539-542.*
See *General Restrictive Covenants in Book 1059, Pages 555-559*

4. No dwelling of less than 1500 square feet of living space, exclusive of porches, garages and terraces, shall be permitted on any tract. No building shall be constructed with any exterior finish other than brick, brick veneer, stone, imitation stone, wood or other material equal to or superior to the above mentioned, or a combination of these, and no building shall have any exterior finish of cement block type material, stucco, or asbestos shingles.

5. No structure of a temporary character, including but not limited to, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any tract within said subdivision at any time as residence, either temporary or permanent.

6. No noxious or offensive activity shall be carried on upon any tract in said subdivision, nor shall anything be done on any tract in said subdivision which may be or may become an annoyance or nuisance to the neighborhood.

7. No tract as shown on the official map of said subdivision shall be resubdivided unless such part of the subdivided tract becomes a part of a whole tract and the remainder of the subdivided tract becomes a part of another whole tract. In no event, however, shall more than one dwelling be erected on any one tract or to any one tract to which there has been made an addition.

8. No purchaser of any tract within said subdivision shall use the land nor any building situate thereon solely as rental property.

9. The purchaser of any tract within said subdivision through which a stream, branch or creek passes; or of a tract bounded by a stream, branch, or creek, must keep said stream, branch or creek free and clear of all debris and stagnant water so far as the said stream, branch or creek passes through or bounds any tract.

10. No animals of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided: (i) they are not raised, bred or kept for commercial purposes and (ii) they shall not become an annoyance or nuisance or danger to other lot owners.

11. No motor bikes, licensed or unlicensed, may be operated on the banks or shoulders of any roadway constructed in said subdivision. In order to prevent noise pollution, no motor bikes or other noisy vehicles, licensed or unlicensed, may be operated on any of the streets or on private property as shown on the aforesaid recorded map.

12. No inoperable or unlicensed motor vehicle shall be parked on any lot or dedicated streets within the subdivision. The purpose of this restriction is to prohibit any junk cars from being located in the subdivision.

13. All driveways extending into the road right-of-way must be installed to meet North Carolina Department of Transportation specifications

and requirements. All driveway pipes installed in the ditch on the road right-of-way must be reinforced concrete and have a diameter of fifteen (15) inches or more. All driveways are to be graded so that water will drain away from the asphalt street into the pipe or ditch as constructed. The Declarant shall have the right to make whatever changes or corrections are necessary, at the property lot owner's expense, to correct a driveway entrance into the road right-of-way that does not meet the requirements and specifications of the North Carolina Department of Transportation.

14. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and draining facilities, or which may change the directional flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The Declarant reserves the right to subject the real property in this subdivision to a contract with Wake Electric Membership Corporation for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which may require a continuing monthly payment to Wake Electric Membership Corporation by the owner of each building lot.

ENFORCEMENT

These Covenants may be enforced by the Declarant or the owner or owners of any of the aforesaid lots by proceeding said law or inequity against the person or persons violating or attempting to violate any Covenants, either to restrain violation or to recover damages.

PRIVATE ROAD MAINTENANCE PROVISIONS

For all tracts in "Timberlands", there is hereby created a "Timberlands" Property Owners Association which is established for the purpose of establishing rules and regulations governing the speed limits and for the maintenance and upkeep of the roads in the subdivision. Each of the owners of the tracts in the subdivision shall be entitled to one vote per tract at the annual meeting of such association to be held on the last Friday of each year beginning with the year 1990. At the annual meeting, there shall be elected a Board of Directors for the association consisting of five members and the five members so elected shall be responsible for contracting and providing for the road maintenance and regulations. The costs of any repairs and maintenance contracted by the Board of Directors of the association shall be assessed equally to all tracts within the subdivision. However, said maintenance shall not exceed the sum of \$100.00 per tract per year in terms of 1990 dollars. Owners of more than one tract shall be assessed one assessment for each tract owned. In the event a tract owner fails or refuses to pay his proportionate part of such road maintenance, the association may enforce such payment through civil action to be instituted for such purpose in the General Court of Justice of Franklin County, North Carolina. The Declarant herein, and its successors and assigns, reserve the right to grant a general road

easement to the North Carolina Department of Transportation or any other governmental authority, if it is desired that such private road be included in the public highway system.

CHANGES IN COVENANTS AND RESTRICTIONS

These covenants and restrictions shall be in effect and applicable to lots within "Timberlands" for a period of twenty-five (25) years from and after the date hereof; however, if a two-thirds (2/3) majority of the owners of tracts of land within said subdivision determine that changes in said covenants and restrictions will result in the improvement of "Timberlands", then such changes may be made and recorded in the Register of Deeds Office of Franklin County provided such changes in said covenants and restrictions are made at a special called meeting of the "Timberlands" Property Owners Association after the Board of Directors of said association first gives written notice to all property owners within said subdivision of the proposed changes in said covenants and restrictions, said notice to be given to all property owners at least thirty (30) days prior to the date for said hearing. These covenants and restrictions shall only be changed, altered or amended, upon a vote of at least two-thirds (2/3) of the property owners within "Timberlands" based on one tract equal to one vote.

IN TESTIMONY WHEREOF, this instrument has been executed as an act of said General Partnership, by Raymond E. Burnette, a General Partner.

"TIMBERLANDS", a General Partnership

By: Raymond E. Burnette
Raymond E. Burnette,
a General Partner

NORTH CAROLINA

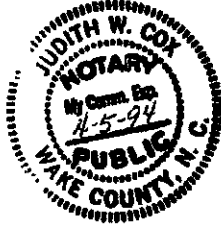
WAKE COUNTY

I, Judith W. Cox, the undersigned Notary Public, do hereby certify that Raymond E. Burnette, a General Partner of "Timberlands", personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 10th day of October, 1989.

Judith W. Cox
Notary Public

(N. P. SEAL)



STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of Judith W. Cox, a Notary Public,

Notary Public,

is/are certified to be correct.

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Franklin County, N.C., in Book 939, Page(s) g 159-163.

This 27th day of June, A.D. 19 91, at 4:30 o'clock P.M.

MARTHA D SHEARIN, REGISTER OF DEEDS

By

Martha D. Shearin
Asst. Deputy Register of Deeds

This instrument prepared by:
Jolly, Williamson & Williamson (BNWIII)

NORTH CAROLINA

FRANKLIN COUNTY

RE: AMENDMENT TO RESTRICTIVE COVENANTS FOR "TIMBERLANDS" SECTION II, YOUNGSVILLE TOWNSHIP, FRANKLIN COUNTY, NORTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned are the sole owners in fee simple of the following described property, situate in Youngsville Township, Franklin County, North Carolina, and comprising Lots No. 11 through 89, inclusive, of the development known as "Timberlands" Section II, as the same appear upon plat thereof recorded in the office of the Register of Deeds of Franklin County, North Carolina, in Plat Record File #3, Slide 91-92, reference to said plat and record being hereby made for a more accurate and particular description of said property;

AND WHEREAS, on the 27th day of June 1991, certain restrictive covenants relating to said property were duly recorded in the office of the Register of Deeds of Franklin County, North Carolina, in Book 939 on Page 159, reference to which is hereby made.

AND WHEREAS, on the 3rd day of March 1992, at a special called meeting of the Timberlands Property Owners' Association, after due Notice by its Board of Directors of proposed changes in the original covenants and restrictions, all owners voted to amend Paragraph #4 of said restrictive covenants and they voted to add an additional covenant to the existing restrictive covenants as is hereinafter set forth.

NOW, THEREFORE, the undersigned being members of the Timberlands Property Owners Association, and all of the lot owners, do hereby amend the restrictive covenants which are recorded in the Franklin County Registry in Book 939 on Page 159, as follows, to-wit:

Paragraph 4 of said restrictive covenants shall be amended as follows:

"1. No dwelling of less than 1400 square feet of living space, inclusive of porches, garages and terraces, shall be permitted on any tract. No building shall be constructed with any exterior finish other than brick, brick veneer, stone, imitation stone, wood or other material equal to or superior to the above mentioned, or a combination of these, and no building shall have an exterior finish of cement block type material, stucco, or asbestos shingles."

See Curation: Amendment to Restrictive Covenants in Book 1039 Page 555-559

The following new covenant and restriction shall be added to those of record in Book 939 on Page 159, Franklin County Register of Deeds:

"15. In order to maintain architectural beauty in said tract of land and to guard against the erection therein of poorly designed or proportioned structures, no building shall be erected or allowed to remain on any lot until a complete set of plans for the proposed dwelling house showing elevations, type of exterior material to be used, exterior lines, and a general interior plan thereof has been submitted to and approved in writing by an architectural committee designated by Timberlands. In the event that the committee to whom said plans are submitted fails to approve or disapprove such design within thirty days after said plans have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. The architectural committee will be composed of three persons designated and appointed by Timberlands. The persons serving on the committee reviewing the plans submitted shall not be entitled to any compensation for services rendered pursuant to this covenant. Plans shall include a plot plan showing location of the house, specifications, and design of drive. A pencil sketch showing approximate locations and design will be acceptable."

That this amended restrictive covenant, together with the additional covenant shall become a part of the original covenants of record in Book 939 on Page 159 in the office of the Franklin County Register of Deeds, and shall be binding on all subsequent owners of lots in "Timberlands", Section II, and shall be in full force and effect immediately upon execution of same.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals, on this the 31st day of March 1992.

"Timberlands", a General Partnership

By: Raymond E. Burnette
Raymond E. Burnette,
a General Partner
Raymond E. Burnette (Seal)
Raymond E. Burnette
Barbara F. Burnette (Seal)
Barbara F. Burnette
Johnnie Mack Stewart (Seal)
Johnnie Mack Stewart
Iris B. Stewart (Seal)
Iris B. Stewart

NORTH CAROLINA
FRANKLIN COUNTY

I, Betty R. Holmes, the undersigned Notary Public, do hereby certify that Raymond E. Burnette, a General Partner of "Timberlands", personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 31st day of March 1992.

My commission expires 30 April 1995

(N. P. SEAL)

Betty R. Holmes
Notary Public

NORTH CAROLINA
FRANKLIN COUNTY

I, Betty R. Holmes, the undersigned Notary Public, do hereby certify that Raymond E. Burnette and wife Barbara F. Burnette personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 31st day of March 1992.

My commission expires 30 April 1995

(N. P. SEAL)

Betty R. Holmes
Notary Public

BOOK 952 PAGE 542

NORTH CAROLINA
~~FRANKLIN~~ COUNTY

Franklin
I, Betty R. Holmes, the undersigned Notary Public, do hereby certify that Johnnie Mack Stewart and wife Iris B. Stewart personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 31st day of March 1992.

Betty R. Holmes
Notary Public

My commission expires:

30 April 1996

STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of Betty R. Holmes, a Notary Public.

is/are certified to be correct.

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Franklin

County, N.C., in Book 952, Page(s) 539-542This 28th day of April, A.D. 19 92, at 9:30 o'clock A. M.

MARSHA D. SHEARIN, REGISTER OF DEEDS

Martha D. Shearin

By

Asst. Deputy Register of Deeds

266



Doc ID: 003515720004 Type: CRP
Recorded: 07/31/2009 at 03:13:42 PM
Fee Amt: \$23.00 Page 1 of 4
Franklin County North Carolina
Linda H. Stone Register of Deeds
BK **1742** PG **266-269**

By: Linda S. Marshall, Deputy

Prepared by and return to: Curtis K. Thompson
Warren, Perry, Narron, Shackleford & Mackay, P.L.L.C.
Post Office Box 1187
343 South White Street
Wake Forest, NC 27588-1187

STATE OF NORTH CAROLINA

FRANKLIN COUNTY

AMENDMENT TO
RESTRICTIVE COVENANTS

THIS AMENDMENT TO THE RESTRICTIVE COVENANTS FOR
TIMBERLANDS SECTION II made this 30th day of July, 2009, by TIMBERLANDS
PROPERTY OWNERS' ASSOCIATION (hereinafter referred to as the "Association");

WITNESSETH:

WHEREAS, Timberlands Section II is subject to the Restrictive Covenants for
Timberlands Phase II recorded in Book 939, Page 159, Franklin County Registry, and
amended (hereinafter referred to as "Declaration"); and amended by Amendment to
Restrictive Covenants for Timberlands Section II recorded in Book 952, Page 539 and
Book 1039, Page 555, Franklin County Registry.

WHEREAS, the Board of Directors of the Association (hereinafter referred to as
the "Board"), on behalf of the Association, desires to amend the Declaration in order to
make the restrictive covenants current and consistent with the typical purpose and intent
for establishing a homeowners association; and

WHEREAS, the Declaration provides in the Section entitled "Changes in
Covenants and Restrictions", the Declaration may be amended by a two-thirds (2/3) vote
of the of the property owners within "Timberlands"; and

WHEREAS, the Board called a duly authorized special meeting for the purpose of
amending the Declaration on the 20th day of September, 2008, by first giving written
notice to all property owners at least thirty (30) days prior to the date of said hearing;

WHEREAS, the special meeting described herein was in fact held on the 20th day
of September, 2008, and two thirds (2/3) of the property owners voted to amend said
Covenants as described below.

NOW, THEREFORE, the Association, after a vote of the property owners, hereby
declares that the Declaration shall be amended as follows:

1. The Declaration shall be amended to replace the existing Section 14 with the
following:

14. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the directional flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The Declarant reserves the right to subject the real property in this subdivision to a contract with the current public utility, cooperative or other entity providing electric power to the subdivision for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which may require a monthly payment in the electric power provider described herein above by the owner of each building lot.

2. The Declaration shall be amended to replace the existing Section entitled "Private Road Maintenance Provisions" with the following:

TIMBERLANDS PROPERTY OWNERS ASSOCIATION

For all tracts in "Timberlands", there is hereby created a "Timberlands" Property Owners Association, which is established for the purpose of providing for the best interest and welfare of the "Timberlands" subdivision. Each of the owners of the tracts in the subdivision shall be entitled to one vote per tract, in person or by proxy, at the annual meeting of the association to be held on the last Friday of each year beginning with the year 1990. At the annual meeting, there shall be elected a Board of Directors of the association consisting of five members and the five members shall be responsible for managing the affairs of the association.

3. Except as set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being all members of the Association's Board, have signed and sealed this instrument the day and year first hereinabove written.

TIMBERLANDS PROPERTY OWNERS ASSOCIATION

BY: Adam Neill (SEAL)
Adam Neill, Director

BY: Roxanne Gallup (SEAL)
Roxanne Gallup, Director

BY: Robert Miller (SEAL)
Robert Miller, Director

BY: Patti Maurer (SEAL)
Patti Maurer, Director

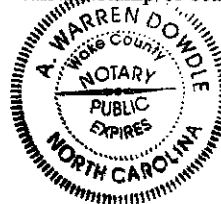
BY: Aranda Pegram (SEAL)
Aranda Pegram, Director

NORTH CAROLINA - Wake COUNTY

I, A. Warren Dowdle a Notary Public of the County and State aforesaid, certify that ADAM NEILL personally came before me this day and acknowledged that she/he is a Director of Timberlands Property Owners Association, and that by authority duly given and as the act of the association, the foregoing instrument was signed in its name by its Director. Witness my hand and official stamp or seal, this 30 day of July, 2009.

My Commission Expires: 03-13-10

Notary Public: A. Warren Dowdle

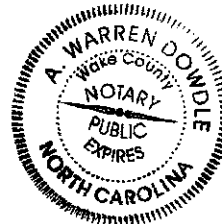


NORTH CAROLINA - Wake COUNTY

I, A. Warren Dowdle a Notary Public of the County and State aforesaid, certify that ROXANNE GALLUP personally came before me this day and acknowledged that she/he is a Director of Timberlands Property Owners Association, and that by authority duly given and as the act of the association, the foregoing instrument was signed in its name by its Director. Witness my hand and official stamp or seal, this 29 day of July, 2009.

My Commission Expires: 03-13-10

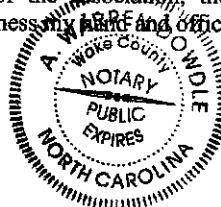
Notary Public: A. Warren Dowdle



NORTH CAROLINA - Wake COUNTY

I, A. Warren Dowdle a Notary Public of the County and State aforesaid, certify that ROBERT MILLER personally came before me this day and acknowledged that she/he is a Director of Timberlands Property Owners Association, and that by authority duly given and as the act of the association, the foregoing instrument was signed in its name by its Director. Witness my hand and official stamp or seal, this 28 day of July, 2009.

My Commission Expires: 03-13-10



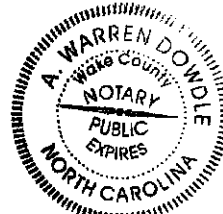
Notary Public: Annexen Dondle

NORTH CAROLINA - Wake COUNTY

I, A. Warren Dondle a Notary Public of the County and State aforesaid, certify that PATTI MAURER personally came before me this day and acknowledged that she/he is a Director of Timberlands Property Owners Association, and that by authority duly given and as the act of the association, the foregoing instrument was signed in its name by its Director. Witness my hand and official stamp or seal, this 29 day of July, 2009.

My Commission Expires: 03-13-10

Notary Public: Annexen Dondle

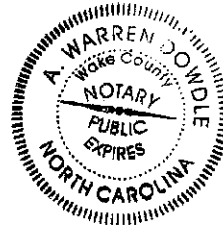


NORTH CAROLINA - Wake COUNTY

I, A. Warren Dondle a Notary Public of the County and State aforesaid, certify that AMANDA PEGRAM personally came before me this day and acknowledged that she/he is a Director of Timberlands Property Owners Association, and that by authority duly given and as the act of the association, the foregoing instrument was signed in its name by its Director. Witness my hand and official stamp or seal, this 29 day of July, 2009.

My Commission Expires: 03-13-10

Notary Public: Annexen Dondle



**AMENDED/CONSOLIDATED
 PROTECTIVE COVENANTS and RESTRICTIONS
 Of
 TIMBERLANDS PROPERTY OWNERS ASSOCIATION, INC.**

2
By: Candace Coley, Asst.

A copy of these Protective Covenants shall be given to all prospective buyers by owner and/or selling agent.

THIS AMENDMENT/CONSOLIDATION TO THE RESTRICTIVE COVENANTS FOR TIMBERLANDS SECTION II made this 19th day of October, 2012, by TIMBERLANDS PROPERTY OWNER'S ASSOCIATION (hereinafter referred to as the "Association"):

WITNESSETH:

WHEREAS, Timberlands Section II is subject to the restrictive Covenants for Timberlands Phase II recorded in Book 939, Page 159, Franklin County Registry, and amended (hereinafter referred to as "Declaration"); and amended by Amendment to Restrictive Covenants for Timberlands Section II recorded in Book 952, Page 539 and Book 1039, Page 555, and Book 1742, Page 266, Franklin County Registry.

WHEREAS, the Board of Directors of the Association (hereinafter referred to as the "Board"), on behalf of the Association, desires to amend the Declaration in order to make the restrictive covenants current and consistent with the typical purpose and intent for establishing a homeowners association; and

WHEREAS, the Declaration provides in the Section entitled "Changes in Covenant and Restrictions," the Declaration may be amended by a two-thirds (2/3) vote of the property owners within "Timberlands;" and

WHEREAS, the Board called a duly authorized special meeting for the purpose of amending/consolidating the Declaration and said Amendments on the 7th day of January, 2012, by first giving written notice to all property owners at least thirty (30) days prior to the date of said hearing, that said special meeting was at the same place, date and time as the Association's Annual Meeting:

WHEREAS, the special meeting described herein was in fact held on the 7th day of January, 2012, and communication packages pertaining to these proposed Amended/Consolidated Protective Covenants and Restrictions were mailed out to all members on May 31 2012. Thereafter two thirds (2/3) of the property owners voted to amend/consolidate said covenants, by ballot, as described below:

NOW THEREFORE, the Association, after a vote of the property owners, hereby declares that the Declaration shall be amended/consolidated as follows: If any discrepancy in this amended document and any previously filed Declaration or amendment thereto shall arise, this Document shall supersede. The Declaration shall be amended/consolidated to replace the following Paragraphs as follows:

1. All lots shall be used only for residential purposes.
2. No building shall be erected, altered, placed, or permitted to remain on any lot within "Timberlands", other than one single-family dwelling, a private garage and other structures used in connection with said dwelling; provided, however, that any such structures shall be designed, constructed and maintained in keeping with the style and design of the primary dwelling.
3. As to all lots in the subdivision, excluding corner lots, no building shall be constructed within eighty (80) feet of the center of the roadway fronting said tract and no building shall be located on a tract nearer than fifteen (15) feet to any side line nor twenty-five (25) feet to any rear property line. For the purposes of this covenant, eaves, steps, and open porches shall be considered part of the dwelling. As to all corner lots in the subdivision, the building setback set forth on the official map of the subdivision, of record in Plat Record File #3, Slide 91-92, Franklin Registry, shall be applicable. Structures other than the dwelling shall be located behind the rear line of the dwelling. In no event shall any structure be closer to the center of the roadway than the front line of the dwelling.
4. No dwelling of less than 1400 square feet of living space, exclusive of porches, garages, and terraces, shall be permitted on any tract. No building shall be constructed with any exterior finish other than brick, brick veneer, stone, imitation stone, wood or other material equal to or superior to the above mentioned, or a combination of these, and no building shall have any exterior finish of cement block type material, stucco, metal or asbestos shingles.
5. No structure of a temporary character, including but not limited to, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any tract within said subdivision at any time as a residence, either temporary or permanent.
6. No noxious or offensive activity shall be carried on upon any tract in said subdivision, nor shall anything be done on any tract in said subdivision, which may be or may become an annoyance or nuisance to the neighborhood.
7. No tract as shown on the official map of said subdivision shall be resubdivided unless such part of the subdivided tract becomes a part of the whole tract and the remainder of the subdivided tract becomes part of another whole tract. In no event, however, shall more than one dwelling be erected any one tract or to any one tract to which there has been made an addition.
8. No purchaser of any tract within said subdivision shall use the land nor any building situate thereon solely as rental property.
9. The purchaser of any tract within said subdivision through which a stream, branch or creek passes; or of a tract bounded by a stream, branch, or creek, must keep said stream, branch or creek free and clear of all debris and stagnant water so far as the said stream, branch or creek passes through or bounds any tract.
10. No animals of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept, provided: i) they are not raised, bred or kept for commercial purposes and ii) they shall not become an annoyance or nuisance or danger to other lot owners
11. No inoperable or unlicensed motor vehicle shall be parked on any lot or dedicated streets within the subdivision. The purpose of this restriction is to prohibit any junk cars from being located in the subdivision.
12. All driveways extending into the road right-of-way must be installed to meet North Carolina Department of Transportation specifications and requirements. All

4

driveway pipes installed in the ditch on the road right-of-way must be reinforced concrete or superior material and have a diameter of fifteen (15) inches or more. All driveways are to be graded so that water will drain away from the asphalt street into the pipe or ditch as constructed.

13. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and draining facilities, or which may change the directional flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
14. In order to maintain architectural beauty in said tract of land and to guard against the erection therein of poorly designed or proportioned structures, no building shall be erected or allowed to remain on any lot until a complete set of plans for the proposed dwelling house showing elevations, type of exterior material to be used, exterior lines, and a general interior plan thereof has been submitted to and approved in writing by an architectural committee designated by Timberlands. In the event that the committee to whom said plans are submitted fails to approve or disapprove such design within thirty (30) days after said plans have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. The architectural committee will be composed of three persons designated and appointed by Timberlands. The persons serving on the committee reviewing the plans submitted shall not be entitled to any compensation for services rendered pursuant to this covenant. Plans shall include a plot plan showing the location of the house, specifications and design of drive. A pencil sketch showing approximate locations and design will be acceptable.

ENFORCEMENT

These Covenants may be enforced by the Timberlands Property Owners Association or the owner or owners of any aforesaid lots by proceeding said laws or inequity against the person or persons violating or attempting to violate any Covenants, either to restrain violation or to recover damages.

TIMBERLANDS PROPERTY OWNERS ASSOCIATION

For all tracts in "Timberlands", there is hereby created a "Timberlands" Property Owners Association, which is established for the purpose of providing for the best interest and welfare of the "Timberlands" subdivision. Such Association shall be governed by its Articles of Incorporation and By-Laws. Each of the owners of the tracts in the subdivision shall be entitled to vote, as further defined in the "Timberlands" By-Laws, at the annual meeting of the association to be held during the first quarter of each calendar year, on the day and time specified in the notice of such meeting. At the annual meeting, there shall be elected a Board of Directors of the association consisting of five members and the five members shall be responsible for managing the affairs of the association

CHANGES IN COVENANTS AND RESTRICITIONS

These Covenants and Restrictions shall be in effect and applicable to lots within "Timberlands" until January 1, 2039; however, if two-thirds (2/3) majority of the owners of tracts of land within said subdivision determine that changes in said Covenants and Restrictions will result in the improvement of "Timberlands", then such changes may be made and recorded in the Register of Deeds Office of Franklin County provided such changes in said Covenants and Restrictions are made at a special meeting of the "Timberlands" Property Owners Association after the Board of Directors of said association first gives in written notice to all property owners within said subdivision of the proposed changes in said Covenants and Restrictions, said notice to be given to all property owners at least thirty (30) days prior to the date for said meeting. These Covenants and Restrictions shall only be changed, altered, amended, upon a vote of at least two-thirds (2/3) of the property owners within "Timberlands" based on one tract equal to one vote.

Except as set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being all members of the Timberlands Property Owner's Association Board, have signed and sealed this instrument the day and year first hereinabove written.

TIMBERLANDS PROPERTY OWNERS ASSOCIATION

BY: Brian Zielinski
 Brian Zielinski, Director

BY: John Jay
 John Jay, Director

BY: Gail Tilton
 Gail Tilton, Director

BY: Carrie Gilliam
 Carrie Gilliam, Director

BY: Patti Maurer
 Patti Maurer, Director

6
NORTH CAROLINA
Franklin COUNTY

I, Stacy L. Thompson, a Notary Public of the County and State aforesaid, certify that Bryan Zickinski, personally came before me this day and acknowledged that she/he is a Director of Timberlands Property Owner's Association, and that by authority given and as the act of the Association, the foregoing Instrument was signed in its name by Director. Witness my hand and official stamp or seal, this the 19th day of October, 2012.

My Commission Expires: 6-26-16

Notary Public: Stacy L. Thompson

Stacy L. Thompson
NOTARY PUBLIC
Wake County, NC
My Commission Expires June 26, 2016

NORTH CAROLINA
Franklin COUNTY

I, Stacy L. Thompson, a Notary Public of the County and State aforesaid, certify that Parti Hauer, personally came before me this day and acknowledged that she/he is a Director of Timberlands Property Owner's Association, and that by authority given and as the act of the Association, the foregoing Instrument was signed in its name by Director. Witness my hand and official stamp or seal, this the 19th day of October, 2012.

My Commission Expires: 6-26-16

Notary Public: Stacy L. Thompson

Stacy L. Thompson
NOTARY PUBLIC
Wake County, NC
My Commission Expires June 26, 2016

NORTH CAROLINA
Franklin COUNTY

I, Stacy L. Thompson, a Notary Public of the County and State aforesaid, certify that John Jay, personally came before me this day and acknowledged that she/he is a Director of Timberlands Property Owner's Association, and that by authority given and as the act of the Association, the foregoing Instrument was signed in its name by Director. Witness my hand and official stamp or seal, this the 22 day of October, 2012.

My Commission Expires: 6-26-16

Notary Public: Stacy L. Thompson

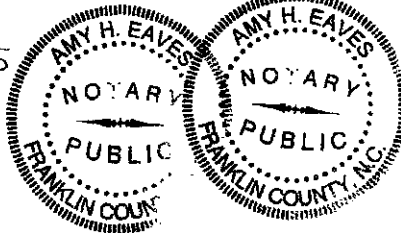
Stacy L. Thompson
NOTARY PUBLIC
Wake County, NC
My Commission Expires June 26, 2016

7
NORTH CAROLINA
Franklin COUNTY

I, Amy H. Eaves, a Notary Public of the County and State
aforesaid, certify that Gail Tilton, personally came before me this
day and acknowledged that she/he is a Director of Timberlands Property Owner's
Association, and that by authority given and as the act of the Association, the
foregoing Instrument was signed in its name by Director. Witness my hand and official
stamp or seal, this the 23rd day of October, 2012.

My Commission Expires: 3-10-2015

Notary Public: Amy H. Eaves



NORTH CAROLINA
Franklin COUNTY

I, Mary A. Dickerson, a Notary Public of the County and State
aforesaid, certify that Carrie Gilliam, personally came before me this
day and acknowledged that she/he is a Director of Timberlands Property Owner's
Association, and that by authority given and as the act of the Association, the
foregoing Instrument was signed in its name by Director. Witness my hand and official
stamp or seal, this the 26th day of October, 2012.

My Commission Expires: 9-18-2016

Notary Public: Mary A. Dickerson

