

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

By: Candace Coley, Sec.

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

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 RESTRICTIONS

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

NORTH CAROLINA
Franklin COUNTY

I, Stacy L. Thompson, a Notary Public of the County and State aforesaid, certify that Brian Zidinski, 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 Patti 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

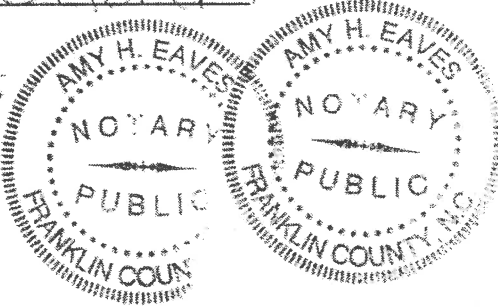
Stacy L. Thompson
NOTARY PUBLIC
Wake County, NC
My Commission Expires June 26, 2016

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 R. 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 R. Dickerson

