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MARK C. MYERS
Register of Deeds

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DECLARATION OF RESTRICTIVE
COVENANTS FOR
TIMBERLAN

Landplus Inc.
Mail to: 2796 Hickory Tree Road, Winston-Salem, NC 27127

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NORTH CAROLINA)
DAVIDSON)

DECLARATION OF RESTRICTIVE
COVENANTS FOR
TIMBERLAN

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and entered into this 21st Day of APRIL 2005, by and between LANDPLUS, INC. hereinafter called "Developers"; and Prospective purchasers of lots inclusive, as shown and delineated on Plat Entitled TIMBERLAN Subdivision located in Arcadia Township, Davidson County, North Carolina.

WITNESSETH:

THAT WHEREAS, The said Developers has heretofore acquired title to a certain tract of land by Deed recorded in Deed Book 1524 Page 1451-1456, and Deed Book 1603 Page 1081, Davidson County Registry; which has been subdivided into lots, as shown on a certain plat map entitled TIMBERLAN which said is recorded in the office of the Register of Deeds of Davidson County in Plat Book 44 Page 61 and,

WHEREAS, The said Developers intends to convey said lots as the same are shown and delineated on the plat map, by deeds, deeds of trust, mortgage, and other instruments to various persons, firms and/or Corporations, subject to the restrictions and covenants herein set forth and declared:

- A. For the purpose of insuring the best use and the most appropriate development and improvement of the described lots.
- B. To protect the owners of the subdivided lots against any improper that will impair or depreciate the value of their property and/or other lots in the subdivision.
- C. To guard against poorly designed and proportioned structures and structures built of improper or unsuitable materials.
- D. To preserve, so far as practical, the natural beauty of said lands.
- E. To encourage and secure the erection of attractive homes thereon, with appropriate location thereof on said building sites and to secure and maintain proper setbacks from streets, and adequate free space between structures.
- F. In general, to provide adequately for a high type and quality of improvement on said property and thereby to enhance the value of investments made by purchase of lots therein.

NOW THEREFORE, The Developer hereby declares that the lots shown and designated on the Plat herein referred to shall be held, transferred, sold and conveyed subject to these restrictive covenants.

1. USE OF LOTS: All lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than a detached single-family residence and one customary accessory building. No business shall be operated in any dwelling in this subdivision. Homes and lots shall be kept neat in appearance at all times.

2. **SUBDIVISION OF LOTS:** No residence shall be erected on less than one (1) lot and no lot shall be subdivided except that two (2) owners may subdivide a lot between them, but only one (1) residence shall be built on the combined original and subdivided portion of any lots. No lot shall be sold or allowed to be sold for the purpose of extending any public or private road or street without the written consent of the owners / developers.

3. **DWELLING SIZE RESTRICTIONS:** No single family dwelling shall be built, erected, altered, or used unless it shall contain the following minimum square footage of heated and finished floor space, to be measured from the outside wall lines, for the main body of the structure, exclusive of porches, garages, terraces, and basements.

- A. One story dwellings shall contain not less than 2,600 square feet.
- B. One and one-half story dwellings shall contain not less than 2,800 square feet with at least 2,200 square feet of such space on the ground floor, and at least 600 square feet on the second floor.
- C. Two story dwellings shall contain not less than 3,000 square feet with at least 1,500 square feet of such space on the ground floor.
- D. Split-Foyers and Split-Level dwellings shall not be permitted.

4. **SET BACK RESTRICTIONS:** No part of a structure shall extend nearer the front property line than the building set back line as shown on the recorded plat; or within thirty (30) feet of rear boundary of such lot; or within twenty (20) feet of the side of such lot; provided, no structure shall be located on any lot within thirty (40) feet of a side street, as shown on the recorded Plat entitled **TIMBERLAN**.

5. **DWELLING CONSTRUCTION:** Any dwelling constructed shall be of new materials and quality workmanship. Once a lot is purchased from the developer the buyer will have twelve (12) months to begin construction of the main dwelling. (See provision number eleven (11) of these covenants) Construction of a building shall not be abandon once started and must be completed within a normal period of time.

- A. No front entrance garages shall be permitted. And all side entrance garages shall have electrically operating garage doors.
- B. No portion of any structure shall have exposed concrete blocks on the exterior, and the exterior of all structures shall have not less than 90% brick or stone. All brick used in this subdivision must be classified as oversized brick.
- C. All chimneys shall be of masonry construction (brick or stone), any prefabricated chimney or fireplace must not appear cantilevered from the dwelling. They must be continuous from finish grade to roofline and also shall have a masonry exterior.
- D. No structure built shall have a flat roof, and all roofs shall have no less than an 8/12 pitch for the main body of the structure. All roofing materials shall be architectural singles or dimensional shingles.
- E. All dwellings constructed shall have a minimum of nine (9) foot ceilings on the main level.

6. **ACCESSORY BUILDINGS:** All accessory buildings must be located behind the main dwelling, and at least 100 feet from the front property line. All accessory buildings shall be fully enclosed on all sides and must be constructed of new materials and of the same quality as outlined in provision number 5 and be compatible with the dwelling.
7. **SWIMMING POOL:** No above ground pools shall be permitted on any lot in this subdivision. Only inground pools with a maximum pool area of 800 square feet will be permitted and all inground pools must be fenced to provide minimal visual impact to surrounding properties and streets. All pools must be fenced as outlined in provision number 25. All pump, filter, and equipment for pools must be placed where it will not cause a nuisance to the neighbors and must be screened or fenced.
8. **MAILBOXES:** All mailboxes within this subdivision shall be identical. All mailboxes used must be of a breakaway or any collapsible type. Initially, one (1) mailbox and one (1) post will be supplied by the developer for each lot within this subdivision and will be included in the cost of the lot. If a replacement mailbox and / or post are required in the future, the lot owner will purchase a replacement of the same type and style.
9. **NATURAL GAS REQUIREMENTS:** All dwellings shall be required to use Piedmont Natural Gas for heating and water heating purposes. All dwellings shall have a natural gas post light (flickering flame) installed at the front sidewalk / driveway area.
10. **APPROVAL OF BUILDING PLANS:** No building of any kind shall be erected or allowed to remain in this subdivision unless it shall be in harmony with the existing structures in the subdivision, and unless plans and specifications have been submitted to and approved in writing by LANDPLUS, INC. or by any person authorized by LANDPLUS, INC., in writing, to give approval of such plans. Refusal of approval of plans may be based upon the sole and uncontrolled discretion of LANDPLUS, INC. upon any grounds, including purely aesthetic consideration. One copy of all plans and related data must be furnished to LANDPLUS, INC. for their records, if no action is taken by LANDPLUS, INC. within 30 days after plans are submitted to them, the owner of the lot may then proceed to build without approval if the design of the building is in harmony with the existing structures in the area.
11. **BUILDING / CONSTRUCTION TIME:** After a lot has been purchased the buyer will have one (1) year after the purchase date to begin construction on the main dwelling. In the event of hardship, each such hardship case will be considered on an individual basis, LANDPLUS, INC. will have the final authority for approval or disapproval of any extension of construction time and the determination of limits regarding extension of construction time. Verification of hardship may be required at LANDPLUS, INC. sole discretion. In the event construction extension time is granted, the lot owner will be required to maintain the lot so as no unattractive growth or accumulation of rubbish will be permitted.
12. **DRIVEWAYS:** All driveways must be completed with the construction of the dwelling and shall be piped, paved with asphalt or concrete as constructed to NCDOT standards. All driveways shall have an accent of brick or stamped concrete located within the first twenty (20) feet of the driveway.
13. **FRONT DRAINAGE:** All lots in this development shall have drainage pipe installed along the street frontage of the lot. Drainage pipe must be installed during dwelling construction an must be connected to the adjacent lot using a catch basin. All drainage pipe must be installed to meet NCDOT standards as well as NC Department Environment Health and Natural Resource (NCDEHNR) standards.
14. **LAWN MAINTENANCE:** Within sixty (60) days following the completion of a dwelling on any lot in this subdivision, the lawn surrounding such dwelling shall be appropriately landscaped and shall thereafter be kept mowed and maintained in a neat and attractive appearance. Each lawn must have an acceptable underground irrigation system that covers the entire front lawn.

15. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided they are not permitted to become a nuisance to the neighborhood.
16. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for refuse or rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.
17. **JUNK MOTOR VEHICLES:** No strip down, partially wrecked, or junk vehicles (including, but not limited to, automobiles, campers, travel trailers, boats, utility trailers, etc.) or other savage materials shall be allowed to remain on any lot. Only those motor vehicles, campers, travel trailers, boats, etc. with valid license and or current inspection certifications from the State Department of Motor Vehicles shall remain on a lot for more than five (5) days.
18. **STRUCTURES PROHIBITED:** No structures of a temporary character, trailer, camper, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No singlewide, doublewide or any structure classified as a mobile home or modular home shall be permitted in this subdivision. No mailbox or other structure shall be erected upon any portion of a lot, within the right of way granted to the North Carolina Department of Transportation, which shall not comply with the Department of Transportation rules and regulations and which shall not be of a breakaway or any collapsible type.
19. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and the undersigned shall have the right to grant to persons, firms and corporations providing such utilities easements for the installation and maintenance of the same as shown on the recorded plat. Drainage flow shall not be obstructed nor be divided from drainage or utility easements as designated above or on the recorded plat.
20. **ENTRANCE SIGN EASEMENT:** There shall be a perpetual easement for an entrance sign and retaining walls located on Lot number 2 of the subdivision, and more specifically shown on the plat as being the eastern side of the twenty (20) foot drainage easement an culvert right of way as labeled as "Entrance Sign & Retaining Wall Easement" on Lot number 2 of this subdivision. Lot number 2 shall be conveyed subject to this easement for retaining walls and entrance sign. A temporary easement for use, access and maintenance of the area around the sign and retaining walls shall be granted to Jerry W. Redding and wife Carolyn B. Redding, and Lot number 2 shall be conveyed subject to this easement for use, access and maintenance as well.
21. **SIGNS:** No sign of any kind shall be displayed to the public view except one (1) sign of not more than five (5) square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sale period.
22. **NUISANCES:** 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 neighborhood.
23. **PARKING:** Adequate off street parking shall be provided for by the owner of each dwelling so that no vehicles shall be parked on the streets of this subdivision.
24. **SCREENING:** The erection of clothes lines, satellite dishes, the maintenance of exterior air conditioning or heating equipment, garbage cans, the storage of boats, campers, and trailers in clear view of the public street shall not be permitted unless stored in a screened enclosure, either man-made or natural. All satellite dishes shall be twenty-four (24") inches in size or less, provided no dish may be permitted if visible by the public view from any street.

25. **FENCES:** No chain link or wire mesh fence shall be erected or permitted to remain at any time on any lot. No fence shall exceed sixty (60) inches in height measured from ground level or extend further toward the street than the rear of the dwelling. In the case of a corner lot, no fence may be erected nearer the side street than 40 feet.

26. **STREETS:** All streets in this development have been constructed as public streets, meeting the standards of the North Carolina Department of Transportation (NCDOT) for subdivision streets. The developer has dedicated a right of way, as shown on the recorded map referred to above, having a width of at least fifty (50) feet.

The streets may be accepted by the NCDOT for addition to the state highway system as state maintained roads upon petition by affected lot owners when a sufficient percentage of the lots are individually owned and when there are a sufficient number of occupied dwellings for each applicable segment of street. Reference is made to the regulations of the NCDOT for a more complete discussion of procedures regulating the admission of streets to the state systems.

Following such a petition, the streets will be reinspected by the NCDOT to insure that they continue to meet all state standards, including condition of right of way and drainage ditches and swales, failing the streets may not be admitted to the state system.

Nothing, including, but not limited to walls, fences, gates, timbers, trees, or plants, shall be erected, placed or permitted to remain in any portion of the street right of way or related site or drainage easements as shown on the recorded map of this development.

No drainage ditch or swale shall be filled, tiled or altered in any way except in accordance with the standards of the NCDOT.

Each lot owner shall be responsible for the maintenance of the lots driveway connection and any drainage ditch or swale pursuant to NCDOT and NC Department Environment Health and Natural Resource (NCDEHNR) standards. At the time of petition of the street for state maintenance, if required by NCDOT, each lot owner is responsible for the driveway connection, any drainage ditch or swale being returned to NCDOT standards, if it has been altered by the lot owner or damaged by any construction on the lot. Each respective lot owner agrees to indemnify and saves the developer harmless from any loss or damages arising from the lot owners failure to keep the lot driveway connection, drainage ditch or swales in conformity within NCDOT and NCDEHNER regulations, and in addition, from any loss or damage to any existing street caused by the lot owners contractors heavy equipment. The intent of this provision is for no action by the lot owner arising from any grading or construction on the lot, or erection of any structures or mail boxes not in accordance with NCDOT standards, to be a bar to the acceptance of the street for state maintenance.

27. **STREET LIGHTS:** The developers reserve the right to subject the real property in this subdivision to a contract with the Energy United Membership Corporation for the installation of street lighting, which requires a continuing monthly payment to Energy United Electric Membership Corporation by each residential customer. As each lot is sold and permanent power is connected by Energy United Electric Membership Corporation will charge to each electric bill as a separate line item on a monthly basis, (one-twenty-sixth) $1/26^{\text{th}}$ (each lot) of the total cost of the street lights for the entire subdivision.

28. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damage. If it shall become necessary to enforce any provision contained herein in any court of law, then and in that event, the person, firm or corporation violating such provision and against whom such proceeding provisions is constituted shall be responsible for payment of all cost and attorney fees incurred in enforcing such provisions.

29. MODIFICATION: The restrictive and protective covenants and conditions set forth herein may be modified or terminated with the written consent of the owners of eighteen (18) of the twenty six (26) numbered lots in the subdivision. Said consent shall be by written instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds of Davidson County.

30. APPLICABLE PERIOD: These covenants and restrictions are to run with the land and shall be binding on the parties hereto and all persons, firms, or corporations purchasing lots in said subdivision and those claiming under them, unless sooner changed in accordance with the preceding paragraph, for a period of twenty (20) years after the execution hereof, at which time said covenants, restrictions and conditions shall be automatically extended for successive period of ten (10) years unless by a vote of majority of the then owners of the lots agreeing to change the said covenants in whole or in part.

31. ADDITIONAL PROVISIONS: No captions or titles in this Declaration of Restrictive and Protective Covenants and Conditions shall be considered in the interpretation of any of the provisions hereof.

IN TESTIMONY WHEREOF, The party of the first part has signed and sealed this Declaration of Restrictive and Protective Covenants and Conditions this 21st day of APRIL, 2005.

LANDPLUS, INC.



Robert L. Sells

BY: ROBERT L. SELLS PRESIDENT

J. D. Owen

ATTEST: JAMES D. OWEN SECRETARY

STATE OF NORTH CAROLINA
DAVIDSON COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, Certify that James D. Owen personally came before me this day and acknowledged that he is the Secretary of LANDPLUS, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its James D. Owen Secretary. Witness my hand and official stamp or seal this 21st day of April 2005.

North Carolina
The longest life is a life of service

My commission expires: August 17, 2006

John F. Smith
Notary Public

John F. Smith
Notary Public

