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END PAGE 0540  
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**NORTH CAROLINA DECLARATION OF COVENANTS,  
EASEMENTS, AND RESTRICTIONS FOR  
SAMPSON COUNTY TIMBERLAKE SUBDIVISION, SECTION FIFTEEN**

*Document drafted by William B. Sutton, Jr., Attorney at Law - file*

THIS DECLARATION, made and entered into this 19th day of October, 2005 by and between **DMB DEVELOPMENT, INC.**, a North Carolina Corporation, and **FUTURE PURCHASERS** of lots located in Section Fifteen of Timberlake Subdivision and **TIMBERLAKE PROPERTY OWNERS ASSOCIATION, INC.**, the parties contracting and agreeing as follows:

**WITNESSETH:**

**DMB DEVELOPMENT, INC.** does hereby contract and agree with **FUTURE PURCHASERS** of lots in Section Fifteen of Timberlake Subdivision and **TIMBERLAKE PROPERTY OWNERS ASSOCIATION, INC.** that all future deeds of conveyance shall contain covenants, restrictions, and easements as listed below. Timberlake Subdivision, Section Fifteen being located in North Clinton Township, Sampson County and being a subdivision consisting of residential lots and being a portion of the land conveyed by deed to DMB Development, Inc. from Susan Agnes F. (Matthis) Jones being recorded in Book 1465 Page 225.

This declaration is to supplement the declaration for Section One, Section Two, Section Three, Section Four, Section Five, Section Six, Section Seven, Section Eight, Section Nine, Section Ten, Section Eleven and Section Twelve recorded in Book 1143 at Page 743, et.seq. (Section One), Book 1171 at Page 47, et.seq. (Section Two), Book 1255 at Page 954, et. seq. (Section Three), Book 1319 at Page 478, et. seq. (Section Four), Book 1385 at Page 305, et.seq. (Section Five), Book 1405 at Pages 551-555, et. Seq. (Section Six), Book 1440 at Pages 862-867 (Section Seven), Book 1458 Pages 524-529 (Section Eight), Book 1470 Pages 392-397 (Section Nine), Book 1491 Pages 713 -718 (Section Ten), Book 1513 Pages 508-513 (Section Eleven) and Book 1541 Pages 379-384 (Section Twelve) and Book 1586 Pages 736-741 (Section 14) all in the Sampson County Registry.

**COVENANTS, EASEMENTS, AND RESTRICTIONS:**

**I. DEFINITIONS.**

- A. "Developer", as used in this agreement, is defined to be **DMB DEVELOPMENT, INC.** and any of their successors and assigns in the future.
- B. "Future Purchaser" as used in this agreement, is defined to be all persons, firms, partnerships, corporations, or other legal entities now owning or hereafter acquiring any of the area included within of TimberLake Subdivision, Section Fourteen according to the map prepared by Millard T. Owen, III Registered Land Surveyor and recorded in Book 53 at Page 24 of the Sampson County Registry. Future Purchaser is also defined to be any other person, firms, partnerships, corporations, or other legal entities that acquire any future lots on maps subsequently recorded and identified as Section Eleven, Timberlake Subdivision.
- C. "Association", as used in this agreement, is defined to be Timberlake Property Owners Association, Inc., a non-profit North Carolina corporation, and any of its successors and assigns in the future.
- D. "Section One", as used in this declaration is defined to be any of the area contained in lots 1 through 18 of TimberLake Subdivision, Section One as shown on the map dated May    , 1992 by Millard T. Owen, III, said map being recorded in Map Book 25, Page 12 of the Sampson County Registry.
- E. "Section Two", as used in this declaration is defined to be any of the area contained in lots 1 through 21 of TimberLake Subdivision, Section Two as shown on the map prepared by Millard T. Owen, III, said map being recorded in Map Book 26, Page 50 of the Sampson County Registry.
- F. "Section Three", as used in this declaration is defined to be any of the area contained in lots 1 through 11 of TimberLake Subdivision, Section Three as shown on the map dated April 15, 1996 by Millard T. Owen, III, said map being recorded in Map Book 30, Page 66 of the Sampson County Registry.
- G. "Section Four", as used in this declaration is defined to be any of the area contained in lots 1 through 11 of TimberLake Subdivision, Section Four as shown on the map dated February, 1999 by Millard T. Owen, III, said map being recorded in Map Book 33, Page 22 of the Sampson County Registry.

H. "Section Five", as used in this declaration is defined to be any of the area contained in lots 60 through 71 of TimberLake Subdivision, Section Five as shown on the map dated 11/1/2002 by Millard T. Owen, III, said map being recorded in Map Book 39, Page 27 of the Sampson County Registry. Section Five also includes up to 60 additional lots designated for Timberlake Subdivision, Section Five on maps recorded in the Sampson County Registry in the future.

I. "Section Six", as used in this declaration is defined to be any of the area contained in lots 1-28 as shown on the map by Millard T. Owen, III, said map being recorded in Map Book 41, Page 79 of the Sampson County Registry.

J. "Section Seven", as used in this declaration is defined to be any of the area contained in lots 1-6 as shown on the map by Millard T. Owen, III, said map being recorded in Map Book 43, Page 12 of the Sampson County Registry.

K. "Section Eight", as used in this declaration is defined to be any of the area contained in lots 1-22 as shown on the map by Millard T. Owen, III, said map being recorded in Map Book 44, Page 61 of the Sampson County Registry.

L. "Section Nine", as used in this declaration is defined to be any of the area contained in lots 23-29 as shown on the map by Millard T. Owen, III, said map being recorded in Map Book 45, Page 22 of the Sampson County Registry.

M. "Section Ten", as used in this declaration is defined to be any of the area contained in lots 30-38 and 47-50 as shown on the map by Millard T. Owen, III, said map being recorded in Map Book 46, Page 40 of the Sampson County Registry.

N. "Section Eleven", as used in this declaration is defined to be any of the area contained in lots 39-46 as shown on the map by Millard T. Owen, III, said map being recorded in Map Book 47, Page 64 of the Sampson County Registry.

O. "Section Twelve" as used in this declaration is defined to be any of the area contained in Lots 51-76 as shown on the map by Millard T. Owen, III, said map being recorded in Map Book 49, Page 58 of the Sampson County Registry.

P. "Section Fourteen" as used in this declaration is defined to be any of the area contained in Lots 77-89 as shown on the map by Millard T. Owen, III, said map being recorded in Map Book 53, Page 24 of the Sampson County Registry.

Q. "Section Fifteen" as used in this declaration is defined to be any of the area contained in Lots 90-103 as shown on the map by Millard T. Owen, III, said map being recorded in Map Book 55, Page 2 of the Sampson County Registry.

R. "Common Areas" and "Common Properties" as used in this declaration shall be defined to mean all real estate and personal property which is owned or leased by the Association. It shall also include all real and personal property maintained by authority of the Board of Directors of the Association, even if not owned or leased by the Association. Common Areas and Common Properties specifically include, but are not limited to, street right-of-ways, entrance gates and equipment, landscaped areas and fencing within the subdivision which are not located on private lots, drainage easements, swimming pools, swimming pool equipment, swimming pool bathrooms and related facilities, clubhouses, meeting areas, and tennis courts.

## II. RESTRICTIONS ON HOME LOCATION, SIZE, AND ARCHITECTURAL STYLE.

A. All lots in Section Fifteen are hereby designated exclusively as residential lots, and may not be used for any other purpose whatsoever. No building shall be erected or permitted to remain on any lot other than a detached one-family dwelling not to exceed two and one half (2-1/2) stories in height.

**The minimum space requirements for a residence to be constructed on each lot, exclusive of basements, garages, carports, porches, decks, attics and terraces shall be 2000 square feet.**

Nothing herein shall be construed to prohibit the use of more than one lot as a site for the construction of a residence within the minimum standards herein set out. Developer expressly reserves the right to establish different minimum square footage limitations for additional sections of TimberLake Subdivision.

B. Mobile Homes, Manufactured Homes, and Modular Homes are not allowed.

C. Unless expressly consented to by Developer in writing, no lot or lots shall be subdivided into parcels unless it is for the sole purpose of enlarging the properties of adjoining property owners where a vacant lot lies between them. Developer reserves unto itself the right to alter the shape and size of lots owned by it within Section Fifteen and to replat or recombine any two or more lots in order to modify or create additional building lots. Developer further reserves the right to relocate easements, walkways and other rights-of way so long as such relocation does not prohibit access to any lot previously sold, nor does the relocation extend through property previously conveyed.

D. No building shall be erected or allowed to remain on any lot without conforming to the following location formula:

Front lines of each house shall be set back not less than 50 feet perpendicular from the closest street right-of-way line, and no part of the house shall be closer to any point along the front line of the lot than the distance so computed. Side yards shall be 15 feet measured at the setback line on each side; provided, however that no part of the house, porch, garage, or carport shall be closer than fifteen (15) feet to the nearest property line. The Rear setback line shall be no less than 25 feet. Each residence must front toward the street.

Notwithstanding the other provisions of this paragraph, if because of the shape or topography of any particular lot within Section Four the owner of any such lot considers that it is not practical to comply with the location formula set out

above, the owner may apply to Developer for a waiver of this restriction. Developer shall be the sole judge of whether or not the location formula should be waived. Any waiver issued must be in writing and recorded in the Sampson County Registry.

E. That no tent, shack, garage, barn or other buildings erected on said lot shall be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

F. Developer shall create an Architectural Committee for the purpose of reviewing and approving any and all proposed buildings and improvements including landscaping to insure conformity and harmony of external design, and consistency with the plans of existing residences or other buildings and site locations. The Architectural Committee shall be appointed by Developer and shall consist of no more than three (3) persons. In addition to approving the design of all proposed residences, the Architectural Committee shall monitor the plans and construction of any improvements to see that they are in compliance with all covenants, conditions and restrictions, including, but not limited to, all restrictions, covenants and easements listed in this contract and agreement.

### III. SPECIFIC RESTRICTIONS.

A. No animals, livestock, or poultry of any kind shall be raised, bred, pastured or maintained on any lot. A reasonable number of household pets may be kept for the use and enjoyment of the occupants of such lot, but not for any commercial use or purpose. Pets shall at all times be confined in an enclosure or on leash. Stables for horses, ponies, or other livestock shall be permitted only by permission in writing from Developer.

B. No noxious or offensive trade or activity shall be carried on upon said lots, nor shall any lot at any time be used in a manner to become an annoyance or a nuisance.

C. That the dwelling built upon said lot described shall be connected to either a public sewage disposal system or a septic tank approved by the Board of Health of Sampson County and the State of North Carolina; and no privy shall be erected or allowed to remain on said lot.

D. No septic tank, septic lines, or sewage disposal system will be installed or allowed to remain any closer than fifty (50) feet to any body of water. It is expressly prohibited that any sewage, rubbish, etc. shall be placed or permitted to drain into any lake or pond of TimberLake Subdivision.

E. All dwelling units shall be equipped to contain an accepted garbage disposal system. Outdoor garbage cans shall be concealed with plantings or wall structures.

F. Each owner is responsible for installation of a well and pump on his lot as a source of water for each residence. The pump and any storage tanks are to be located in the garage or attached storage building. No freestanding pump houses are permitted. If a community water system or public water supply is available, each house shall be required to hook up to said water system.

G. Developer is the owner of the various ponds and lakes located at TimberLake Subdivision and reserves the right to prescribe such rules and regulations regarding the use of said lakes as it deems advisable and for the best interest of the entire development. No washing or runoff of foreign materials or sediment will be allowed in the lakes or ponds of Developer. Precautions such as sediment netting and sodding are mandatory when the lot or lots are under construction. The use of all lakes and ponds of TimberLake Subdivision is restricted to lot owners and their guests. Developer will not be responsible or held liable for accidents or injuries occurring on any section of TimberLake Subdivision, including ponds, lakes, streets, rights-of-way, and any common areas.

H. No sign or billboard of any kind shall be erected or allowed to remain on any lot other than a "For Sale" sign, which shall not be larger than one (1) foot by two (2) feet.

I. For the protection of human life as well as wildlife, no firearms or any weapons of any size or caliber, including pistols, rifles, air guns, pellet guns, shotguns, other explosive devices, instruments or materials, including fireworks, bow and arrow, and dart guns shall be fired, discharged, or set off upon the subdivision property for any purpose, except in the case of an emergency where life or property is threatened.

J. No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacle may only be installed within the main dwelling house, within a screened area, or buried underground. All installations are subject to approval by the Architectural Committee.

K. All electrical service, telephone lines, and cable TV lines shall be placed underground and no outside electrical lines shall be placed overhead, but this restriction may be waived by Developer.

L. No satellite dishes larger than 18 inches in diameter shall be erected, placed or maintained on any part of such premises, but this restriction may be waived by Developer.

M. No mail or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, magazines, or similar material shall be erected or located on any lot in Timberlake Subdivision except such receptacle of standard design as shall have been approved by the Architectural Committee.

N. The construction of piers, docks, boathouses, or other structures on lots, or extended over water areas adjacent to lots shall not be permitted except with the written consent of Developer.

O. Buffer areas surrounding golf course property. The following areas shall be designated as buffer areas: That portion of any lot located within 20 feet of any property line adjoining the golf course property. The topography of and landscaping within a buffer area shall not be disturbed or altered without the prior written consent of the Developer.

P. Future Purchasers agree that a residence or vacant lot may not be rented to others without the unanimous express consent and approval in writing of the Board of Directors of the Association.

Q. FENCES. No fence or fencing-type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the community, including any lot, without the prior written consent of the Architectural Committee. The committee may issue guidelines detailing acceptable fence styles or specifications, but in no event shall hogwire be approved.

R. ACCESSORY BUILDINGS. No accessory building of any nature whatsoever (including, but not limited to, detached garages, storage buildings, doghouses, and greenhouses) shall be placed on any lot without the prior written approval of the Architectural Committee, with said committee to have the sole discretion relating to the location and type of accessory building which shall be permitted on any lot. Under no circumstances shall metal storage buildings be permitted. All accessory buildings must conform to the same architectural style as the residence located on the same lot.

S. PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the subdivision. Owners of lots shall not be permitted to park boats, trailers, campers, commercial vehicles and all other similar property on the streets in the development, and such property shall not be permitted to be parked where it is visible from any streets within the subdivision.

T. WETLANDS. Future Owners shall not disturb or alter wetlands located on their lot without first obtaining a permit from the North Carolina Department of Environmental Health and Natural Resources, US Army Corp of Engineers, or any other governmental agency which regulates wetlands. Such wetlands, if any, will be designated on the Section Fifteen Map.

U. Any waiver of any restriction contained in this declaration for a particular lot shall not constitute a waiver as to other lots.

#### IV. EASEMENTS, STREETS, AND RIGHTS-OF-WAY

A. Developer reserves a perpetual easement extending ten (10) feet around any and all lakes and ponds in order to maintain the area around the ponds and lakes, if necessary.

B. Developer also reserves the right to mow the grass on and maintain any vacant lot. Developer may charge a reasonable fee to any lot owner who does not maintain the lot as required by Developer. Developer will not attempt to collect any fee without notifying lot owner at least ten (10) days prior to any maintenance and informing the owner of the maintenance action required and informing the owner of the fee that will be charged by Developer. The costs incurred by Developer shall become a lien against said lot after the work is performed.

C. Developer hereby reserves a perpetual easement or right-of-way which it may at any time in the future grant to others over, beneath, and across the lots and streets of the development for the purpose of rights-of-way for gas lines, water lines, sewer pipes, telephone and electric lines, cable TV lines, wires, cables, and all equipment necessary for the installation, use and maintenance of utilities, including gas, water, electricity, telephone, sewage, cable television, and drainage. Such easements or right-of way shall be confined to a distance on not more than seven (7) feet from the street property line, three and one half (3-1/2) feet from any side property line, and a reasonable "fall" distance, not to exceed seventy five (75) feet, above the shoreline on the lots bordering any lake or pond.

D. Any tree, plant, fence, or other structure placed in the areas designated in paragraphs 4A, 4B or 4C of this agreement is subject to loss if access is required to these areas. Such loss is not to be indemnified by Developer or any of its successors and assigns, including, but not limited to, any utility company.

E. Developer retains the right, title to, and the control and disposition of all streets, rights-of-way, and lakes now existing or hereafter constructed by Developer and shall have the right to change, alter, or close any street or right-of-way not adjacent to a lot previously conveyed. This is subject only to the rights of the owner or owners of such lots, their heirs and assigns, for the purpose of egress and ingress necessary to the full enjoyment of the property owned by them.

F. Nothing contained in this declaration shall require Developer to perform any service or provide any maintenance.

#### V. TIMBERLAKE PROPERTY OWNERS ASSOCIATION, INC.

A. Developer hereby reserves the right to convey to Association, all streets, rights-of-way, lakes and common areas, if any, now existing or hereafter constructed by Developer. Association shall accept said conveyance, when made, and thereafter shall have full responsibility for the maintenance of the property conveyed.

B. In order to provide a permanent fund for the improvement, maintenance and operation of the common properties (streets, rights-of-way, and other areas designated by Developer) including, but not limited to, the payment of taxes and insurance thereon, the repair, replacement and additions thereto, and for the costs of labor, equipment, materials, management and supervision of, and generally to provide a fund for other services important to the preservation of TimberLake Subdivision, Sections One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven, Twelve, Fourteen, Fifteen and any future sections, each owner of a lot subject to these restrictions shall be a member of and pay the dues and assessments of Association. Each lot owner's membership in Association shall become immediately effective at the time he receives title to a lot within Section Fifteen.

C. Developer will be a member of Association as long as it owns any lots in Section Fifteen and will be required to pay dues and assessments on lots owned by it.

D. Future Purchasers of a lot subject to these restrictions contract and agree with Developer that they will be members of and pay all dues and assessments of Association, and that they will abide by the provisions of the Articles and By-laws of Association and by the rules and regulations adopted by its Board of Directors and members.

E. Future Purchasers agree that any unpaid fee or assessment, whether general or special, levied by the Association or Developer in accordance with these Restrictions, the Articles of the Association, or the Bylaws of the Association shall be a



lien upon the lot upon which the assessment was levied, and shall be the personal obligation of the owner of the lot at the time the assessment fell due.

F. The lien of the assessment provided for here 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 pursuant to foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

G. Each membership in the Association shall relate to and have a unity of interest with an individual lot which may not be separated from ownership of the lot.

#### VI. MISCELLANEOUS PROVISIONS.

A. Without further assent or permit, Developer, hereby reserves the right to extend the scope of the easements, covenants, and restrictions contained in this Declaration to other property developed as a part of or in conjunction with the development of other sections of TimberLake Subdivision by filing in the office of the Register of Deeds of Sampson County, North Carolina, a supplementary Declaration in respect to the other property to be then subject to this Declaration. Any supplementary declaration to this declaration may contain such modifications of the covenants, easements, and restrictions set forth in this Declaration as Developer may deem necessary or desirable; provided further, that no such supplementary declaration shall revoke, modify or add to the covenants and restrictions made applicable to the lots of Section Fourteen.

B. The covenants, easements, and restrictions of this Declaration may be amended, changed or revoked as follows:

a) Developer, if it owns any lot or lots in Section Fifteen or at least five (5) lots in future sections of TimberLake Subdivision, may amend this Declaration at any time by signing a declaration and recording said declaration detailing the amendment(s) in the Office of the Register of Deeds of Sampson County.

b) Future Purchasers may amend this Declaration by filing in the Office of the Register of Deeds of Sampson County a declaration consented to and signed by at least two thirds (2/3) of all lot owners in Section One, Section Two, Section Three, Section Four, Section Five, Section Six, Section Seven, Section Eight, Section Nine, Section Ten, Section Eleven, Section Twelve, Section Fourteen, Section Fifteen and Future Sections or lots which may be added by Developer to Timberlake Subdivision.

C. The foregoing covenants, easements, and restrictions, as provided herein shall run with the land and shall be binding on all parties hereto for a period of twenty-five (25) years from the date of recording at the Sampson County Register of Deeds, and after that time, these covenants, easements, and restrictions shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of then owners of Sections One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven, Twelve, Fourteen, Fifteen and all future sections of Timberlake subdivision has been recorded agreeing to change said covenants, restrictions, and easements, in whole or in part.

D. If the parties hereto, or any one of them, or their successors, heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person(s) owning property situated within Section One, Section Two, Section Three, Section Four, Section Five, Section Six, Section Seven, Section Eight, Section Nine, Section Ten, Section Eleven, Section Twelve, Section Fourteen, Section Fifteen or future sections of Timberlake subdivision to prosecute any legal proceeding against the person, firm, corporation, partnership, or other legal entity violating or attempting to violate any of the provisions of this declaration and to seek damages and or equitable relief, including injunctions, and any other remedy which may be provided through the General Court of Justice of North Carolina.

E. Nothing herein shall be construed to require Developer, Owners, or Future Purchasers to take positive action to enforce the covenants, easements, and restrictions set out in this Declaration.

F. The invalidation of any of these covenants, easements, and restrictions by judgment or court order shall in no wise effect the other provisions, which shall continue to remain in full force and effect.

G. It is understood and agreed that Developer may seek, in its discretion, annexation into the City of Clinton, extension of water and or sewer lines from the City or County system, and extension of Cable TV from the Clinton Cable TV system. Pursuant to this agreement, Future Purchasers agree that Developer shall have the exclusive right and power, as attorney in fact for each and every lot owner in Section Fourteen, to petition the appropriate parties for annexation, extension of water and or sewer lines, and extension of Cable TV.

H. Developer has installed security gates to Timberlake which requires that the Streets be private and maintained solely by the Association. Developer reserves the right, in its discretion, to install other security gates at the various entrances to Timberlake so as to provide security and privacy for residents of TimberLake.

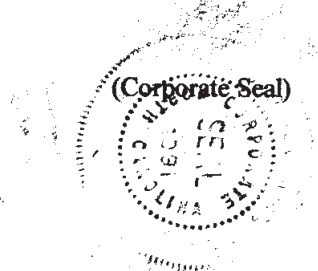
I. Developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of street lighting, which requires a continuing monthly payment to Carolina Power & Light Company by each residential customer.

J. Future Purchasers agree that a residence or vacant lot may not be rented to others without the unanimous express consent and approval in writing of the Board of Directors of the Association.

**VII. RIGHT OF REPURCHASE BY DEVELOPER.**

Future Purchasers hereby contract and agree with Developer that lots or parcels of land owned by them shall not be sold or conveyed until first offered to Developer for a price set by the offeror. In the event that such offer to sell is not accepted by Developer within ten (10) days, the offerer shall be at liberty to sell said property at the same price to any willing buyer. If a new and lower price is established, the said property shall be re-offered to Developer at such new price and the same procedure outlined above shall be followed. The provisions of this paragraph shall not apply to a conveyance by mortgage or deed of trust constituting a lien on said property and are not intended to effect a sale thereof, nor shall it apply to a transfer of title by Last Will and Testament or by inheritance under applicable North Carolina law.

IN TESTIMONY WHEREOF, DMB DEVELOPMENT, INC. has caused this instrument to be signed in its name by its President, and attested by its Secretary, and sealed with its common corporate seal, this 19<sup>th</sup> day of October, 2005.



GRANTOR:

DMB Development, Inc.

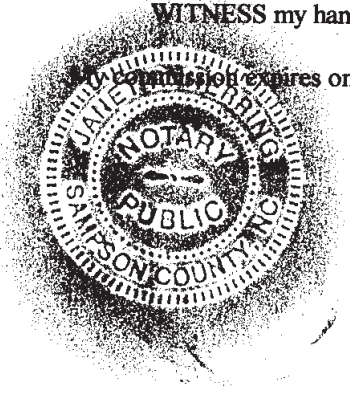
BY: [Signature]  
President

**NORTH CAROLINA**

**SAMPSON COUNTY**

I, Jane Herring, a Notary Public of Sampson County, North Carolina, do hereby certify that William B. Sutton, Jr. personally came before me this day and acknowledged that he is President of DMB Development, 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 and sealed, with its corporate seal.

WITNESS my hand and notarial seal, this 19 day of October, 2005.



[Signature]  
Notary Public