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Date 3-21-2012
Time 5:14 o'clock PM
JUDY G. PRICE, Register of Deeds
Union County, Moore, North Carolina

STATE OF NORTH CAROLINA,
COUNTY OF UNION.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR TIMBER HILLS SUBDIVISION
PHASE I

WITNESSETH:

WHEREAS, the Declarant is the owner and developer of a subdivided tract of land more particularly described on that plat entitled Timber Hills Subdivision, recorded in Plat Cabinet G File 699, Union County Registry, which plat is incorporated herein by reference and which tract of land is known as "Timber Hills Subdivision, Phase I"; and

WHEREAS, Declarant desires that Timber Hills Subdivision, Phase I, be developed according to a uniform plan of development in order to protect the value of said property as a residential subdivision.

NOW, THEREFORE, know all men by these presents that the Declarant hereby declares the following restrictions upon each lot within Timber Hills Subdivision, Phase I, hereinabove referred to which restrictions shall be considered covenants running with the land for a period of twenty-five (25) years from the date hereof, to wit:

1. The Property shall be used for residential purposes only, and no structure shall be erected, placed, altered, or permitted to remain on any of the Property other than one detached, single-family dwelling per lot, together with outbuildings customarily incidental to the residential use of the lot.
2. More than one lot (as shown on the recorded plat) or part thereof may be combined to form one or more building lots by (or with the written consent of) Developer, or its successors and assigns, and in such event the building line requirements prescribed herein shall apply to such lots, if combined. No lot may be subdivided, by sale or otherwise, except Developer, its successors and assigns, reserves the right to subdivide any tract which it owns. Upon combination or subdivision of lots, the easements reserved herein shall be applicable to the rear, side and front tract lines of such lots as combined or subdivided.
3. No residence shall be constructed which has less than 1,200 square feet of heated floor space for single story dwellings and 1,400 square feet for multi-story dwellings, exclusive of carport, garage, breeze way and porches.
4. No building or structure shall be located on any lot nearer than 40 ft. from the street right-of-way on which the lot fronts nor nearer than 25 ft. to a side street line nor nearer than 12 ft. to any side lot line. No building or structure shall be located on any lot nearer than 40 ft. from the rear of the lot on lots contiguous to outside boundaries and from the rear of the lot on interior lots.
5. Easements for utilities and streets are reserved across lots as shown on said plat.
6. Only domesticated household pets may be kept on a lot, and such animals cannot be kept, raised, or bred for any commercial purposes. No wild or vicious animals shall be kept or maintained on any lot or in any dwelling. No livestock, customarily kept for dairy or food production, horses, ponies, goats, sheep, poultry, or the like, shall be permitted on any of said lots. All animals shall be maintained by their owners in such manner as not to constitute or create a nuisance to other property owners within the property herein described.

7. No vehicles of any type which are abandoned, inoperative, or dismantled shall be allowed to be kept on any lot.
8. No mobile home, house trailer, modular home or the basement of a contemplated permanent dwelling shall be constructed upon any lot or occupied as a residence, either on a permanent or temporary basis. The terms "modular home" and "mobile home" are defined as follows:

Modular Home: A dwelling constructed in accordance with the standards set forth in the North Carolina State Building Code and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly.

Mobile Home: A dwelling unit that (i) is not constructed in accordance with the standards set forth in the North Carolina State Building Code, and (ii) is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to the home site on its own chassis.
9. No fence or other obstruction shall be erected across the front line of a dwelling. Fences along the side and/or rear property lines shall be split rail or wood picket, no higher than five feet. No chain link fencing is allowed.
10. No noxious, offensive or illegal activities shall be permitted on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
11. No trash, rubbish, stored materials or similar unsightly items allowed except temporary deposits of trash, rubbish, or other debris for removal by governmental or private garbage, trash, and solid waste trash collectors.
12. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless the owners of at least seventy-five percent (75%) of the property shown on the recorded plat of Timber Hills sign and record an agreement terminating these covenants.
13. Any modification, amendment, or other change in these restrictions and covenants shall be made only with the approval of the owners of at least seventy-five percent (75%) of the property shown on the recorded plat of Timber Hills, Phase I..
14. The invalidation or unenforceability of any part hereof by judgment or order of a court of competent jurisdiction shall not adversely affect the balance of these Restrictions and covenants which shall remain in full force and effect.
15. The aforesaid covenants and restrictions are imposed as part of a common development plan for the property described in Plat Cabinet G File 699 of the Union County Registry, and accordingly, shall run with the land and be enforceable by any owner of a lot or parcel of land lying within the property described in Plat Cabinet G File 699.

IN WITNESS WHEREOF, the undersigned has executed this Declaration under seal as of the 15th day of March, 2002.

DOGWOOD HOMES, INC.
OWNER AND DEVELOPER

By: Ray Black (SEAL)
Ray Black, President

STATE OF NORTH CAROLINA,

COUNTY OF UNION.

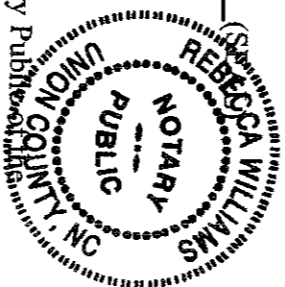
I, a Notary Public of the County and State aforesaid, certify that Ray Black personally came before me this day and acknowledged that he is President of Dogwood Homes, Inc., a North Carolina corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this 18th day of March, 2002.

My Commission Expires: December 6, 2006
Rebecca Williams
Notary Public

STATE OF NORTH CAROLINA,
COUNTY OF UNION.

The foregoing certificate of Rebecca Williams, a Notary Public of the County of Union, State of North Carolina, is certified to be correct.
This 21st day of March, 2002.



AUDY G. PRICE UNION COUNTY REGISTER OF DEEDS

By: Mougniet
Deputy/Assistant - Register of Deeds