

Prepared by and return to:  
Charles B. Morris, Jr.  
Manning, Fulton & Stinner, P.A.  
P. O. Box 20389  
Raleigh, North Carolina 27619

BX6235PG0787

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

000346

PROTECTIVE COVENANTS FOR  
TIMBER RIDGE SUBDIVISION

PRESENTED  
FOR  
REGISTRATION  
ON AUG 10 2004 11:15  
KENNETH D. MORRIS  
REGISTER OF DEEDS  
WAKE COUNTY

THESE PROTECTIVE COVENANTS, made this 9th day of August, 1994 by  
TIMBER RIDGE ASSOCIATES, a North Carolina general partnership (hereinafter  
"Declarant").

WITNESSETH:

Declarant hereby declares that the following described real property, of which it  
is owner, located in Wake County, North Carolina, is and shall be held, transferred,  
sold and conveyed, subject to the protective covenants hereinafter set forth:

All of those lots shown on that map entitled Timber Ridge,  
Knightdale, North Carolina, as shown on map recorded in Book of Maps  
1994, page 1088, Wake County Registry.

1. Preamble. The above described lots, which are subject to these  
Protective Covenants, and any other lots which hereinafter may be subjected to these  
Protective Covenants (collectively called the "Lots"), are being developed by  
Declarant.

2. Purpose. The Lots are hereby made subject to these Protective  
Covenants for the purpose of insuring appropriate development and improvement of  
Timber Ridge Subdivision (the "Subdivision") and each Lot therein, as reflected upon  
any map of any portion of the Subdivision duly recorded in the Wake County Registry,  
in order to maintain the value of the Subdivision and all Lots, to preserve, as far as  
practicable, the natural beauty of the Subdivision, and to secure and maintain desired  
setbacks from streets and adequate free space between structures.

3. Resubdivision. No Lot may be resubdivided so as to produce a greater  
number of Lots than shown on any recorded map of any portion of the Subdivision.  
More than one Lot may be used as one building site, provided that Declarant shall  
have the right, as specifically reserved in Paragraph 16 hereof, to make such relocation  
of easements as it determines necessary by reason of such use.

4. Erosion Control. During land development and throughout construction,  
the owner of each Lot ("Owner") and all persons engaged in the development of, and  
construction upon, a Lot shall take such action as may be required to control, inhibit  
or prevent land erosion, the sedimentation of streams, and impoundments resulting  
from erosion. Each Owner shall maintain his Lot in such manner as to prevent the  
erosion of soil into any other area. If an Owner does not maintain his Lot as herein  
provided, then Declarant may have the required work done, and the costs thus incurred  
by Declarant shall be paid by the Owner of the Lot to the Declarant upon demand  
therefor. Declarant shall have the right of entry upon each Lot as necessary to  
perform such work or cause such work to be performed.

5. Architectural Approval. No site preparation, construction, erection or installation of any structures, facilities or other improvements shall be undertaken on any Lot until the plans and specifications therefor have been submitted to the Architectural Committee (the "Committee") of the Timber Ridge Homeowners Association, Inc. (the "Association") and the Committee has given written approval of the work to be performed thereunder, all pursuant to the provisions of that Declaration of Covenants, Conditions, Easements and Restrictions of Timber Ridge Subdivision recorded in Book 632, page 144, Wake County Registry (Declaration").

6. Grading and Filling. No grading, filling or other alteration to the topography or elevation of any Lot shall be undertaken without the prior written approval of the Committee.

7. Removal of Trees. No tree having a trunk diameter exceeding six (6) inches at four (4) feet above ground level, or other vegetation, except weeds, deadwood, underbrush or grass, may be cut or removed from any Lot without the prior written approval of the Committee unless the tree is dead, diseased, poses an imminent threat or danger to persons or property, or is in an approved actual building site or driveway location.

8. Removal of Vegetation from Common Area. No Owner, other than Declarant, shall injure, cut or remove, or suffer or cause to be injured, cut or removed, any trees, shrubs, flowers, or other vegetation from any Common Properties, as defined in the Declaration, without the prior permission of Association.

9. Existing and Additional Improvements. Following the initial construction and installation of improvements, no exterior alteration or modification thereof (other than normal maintenance and repairs), and no construction, erection or installation of any additional new structures, facilities or other improvements shall be undertaken without the prior written consent of the Committee.

10. Signs. No sign, billboard or poster shall be erected, placed, exhibited or maintained on any Lot except with the prior approval of the Committee, unless in conformity with the size, design and format, and for such time period, as is, or may be, established from time to time by the Committee, and in compliance with local ordinances.

11. Setbacks. No building, including garages, shall be located on any Lot less than thirty (30) feet from the front street right of way line, less than eight (8) feet from any side Lot line, or less than twenty (20) feet from any rear Lot line.

12. Minimum Size of Residence, etc. No two-story or split-level residential structure having a minimum area of less than twelve hundred (1200) square feet of finished, heated, living area, and no one-story residential structure having a minimum area of less than eleven hundred (1100) square feet of finished, heated, living area, both living areas exclusive of subsurface areas, porches, basements and garages, shall be erected on any Lot. No building shall exceed two and one-half stories or thirty (30) feet in height, whichever is greater. In the event of any question of interpretation of

this paragraph, the interpretation placed thereon by the Committee shall be binding upon all parties.

13. Fences. No fence, wall, hedge or mass planting shall be permitted, except with the prior approval of the Committee.

14. Parking. Adequate off-street parking shall be provided by each Owner for the parking of automobiles and other vehicles owned or controlled by such Owner, members of the Owner's family and employees of the Owner. No truck, mobile home, recreational vehicle, tractor, commercial vehicle, trailer or camper may be stored or parked upon any Lot overnight, unless enclosed in a garage or otherwise concealed from view from all other Lots, any streets or other portion of the Subdivision.

15. Utility Connections. All telephone, electric, cable television and other utility lines and connections located on a Lot shall be located underground. No communication tower, television tower or satellite dish shall be erected on any Lot except with the prior approval of the Committee.

16. Easement Reserved. Declarant, for itself and its successors and assigns, hereby reserves a perpetual easement, privilege and right, including the right of entry, for installation and maintenance of utility, community or cable television antenna systems and drainage purposes; (a) on, in and under a ten (10) foot wide strip along the rear line of each Lot, (b) on, in and under a five (5) foot wide strip along the side Lot lines of each Lot, and (c) as otherwise shown on each recorded map of a portion of the Subdivision. In the event that more than one Lot is used as a building site, as provided in Paragraph 3 hereof, or in the event Declarant, in its sole discretion, deems it necessary and appropriate, Declarant shall have the right unto itself and its designated successors and assigns, to relocate, remove and/or reestablish the easements provided for herein, or the easements provided on any recorded map of a portion of the Subdivision, which easements may be located on, in and under a Lot or combination of Lots utilized as one building site, provided such relocation does not materially interfere with the use thereof.

17. Rights Exclusive. All rights herein created for, held by, or reserved to Declarant shall belong exclusively to Declarant and to such persons, firms or corporations to whom they are expressly assigned by Declarant, including the Association described in the Declaration, and none of them shall be deemed transferred to the purchaser of any portion of the Subdivision, unless the instrument effecting such transfer expressly recites the assignment of such rights. All rights and duties of the Architectural Committee hereunder may be exercised by the Declarant as set forth in the Declaration.

18. Conflict. If any provisions hereof are in conflict with those of the Declaration, as the same may be amended, the provisions of the Declaration shall control.

19. Terms of Covenants. These Protective Covenants shall run with the Subdivision, and each Lot therein, and shall be binding upon all Owners thereof and

all other persons having any interest therein until January 1, 2015, at which time these Protective Covenants shall be automatically extended for successive periods of ten (10) years each, unless terminated by vote of a majority of the then Owners of the Lots.

20. Enforcement. If any Owner shall violate, or attempt to violate, any of these Protective Covenants, any Owner, Declarant or the Association may bring any appropriate proceeding at law or in equity against the person or persons violating or attempting to violate these Protective Covenants, either to prevent the violation thereof, or to recover damages resulting from such violation.

21. Invalidity. The invalidity of any of these Protective Covenants, or any part hereof, shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

22. Additional Lands. Declarant, or its designated successors and assigns, may subject additional lands which are subject to the Declaration to these Protective Covenants by recording an amendment thereto, describing such lands, with the Register of Deeds of Wake County, North Carolina.

23. Permitted Uses. No Lot shall be used for other than residential purposes. No business or other commercial use of a Lot is permitted.

IN WITNESS WHEREOF, Declarant has caused this Agreement to be executed, all as of the day and year first above written.



TIMBER RIDGE ASSOCIATES, (SEAL)  
a North Carolina general partnership

By: ALDON MANAGEMENT GROUP,  
INC.

By: *[Signature]*  
President

Attest:

*[Signature]*  
Assistant Secretary

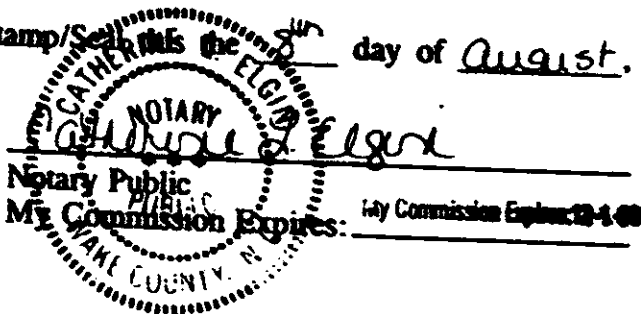
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STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, the undersigned Notary Public, certify that DEBORAH FRALEY personally came before me this day and acknowledged that she is ASST. Secretary of Aldon Management Group, Inc., a North Carolina corporation, a general partner of Timber Ridge Associates, a North Carolina general partnership, 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 DEBORAH FRALEY as its ASST. Secretary, all for and on behalf of the partnership.

Witness my hand and Notarial Stamp/Seal this the 8<sup>th</sup> day of August, 1994.



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate \_\_\_\_\_ of \_\_\_\_\_  
Catherine L. Elgin  
Notary Public is

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By Meta W. Harris  
Asst./Deputy Register of Deeds