

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, RAINTREE DEVELOPMENT CORP., a North Carolina corporation, is the owner of all of the interest and equity in that certain tract of land known as TIMBER CREEK SUBDIVISION, SECTION 1D and, it is the desire of the undersigned, the Developer of this land, to insure the use of said property for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners;

000170 NOW, THEREFORE, the undersigned does hereby covenant, agree and declare to and with all persons, firms or corporations now owning or hereafter acquiring any property in TIMBER CREEK SUBDIVISION, SECTION 1D that all of the lots in said subdivision as shown on a map recorded in Map Book 33 at Page 399 of the New Hanover County Registry, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

1. All lots in said subdivision shall be known as single family residential lots, and shall be used for residential purposes only.
2. No residence smaller than 2000 square feet of heated floor space, exclusive of porches, steps, walks, garages, carports, storage areas and so forth, shall be constructed or located on any building lot. Provided, that in cases where the area is not more than ten percent (10%) below the minimum above set out, Developer, or its designated agents, may, at their option, approve the construction of the dwelling if it is in conformity with the general development of the Subdivision. All residences shall have a two (2) car garage, either attached or detached, built with the residence. The design and construction of said garage shall be in conformity with the construction of the residence.



3. No concrete block, ¹⁷⁷⁴concrete brick, ⁰²⁵⁷asbestos siding, aluminum siding, or cinder block shall be used for the exterior of any residence constructed on any building lot herein conveyed, nor composition tar paper exterior dwelling be permitted, it being intended that only conventional frame, clay brick, stucco or masonite exteriors be constructed on the lots subject to these covenants. All detached garages, accessory buildings or other detached structures constructed or erected on any lot must be constructed of the same materials used in the construction of the residence constructed thereon. All driveways shall be constructed of asphalt or concrete.

4. Since the establishment of standard inflexible building, setback lines for location of houses on lots tends to force construction of houses directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines are established by these Restrictions. In order to assure, however, that the foregoing considerations are given maximum effect, RAINTREE DEVELOPMENT CORP., reserves the right to control and approve absolutely the site and location of any house or dwelling or other structure upon any lot. In any event, no house shall be erected closer to the front lot line, nor to any side line, than the minimum requirements established by New Hanover County, North Carolina.

On corner lots, the side having the least frontage shall be considered the front lot line of said lot.

5. No house trailer, mobile home, tent, shack or temporary structure of any nature shall be located on any lot or used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary nature or character be used as a residence.

6. No fence shall be erected on any lot, unless written approval thereof has first been obtained from the DEVELOPER. No fence shall be permitted nearer the front lot line than the rear

corners of the house constructed on said lots. The location of all fences on corner lots must be approved by the DEVELOPER.

7. Modular and prefabricated homes and previously constructed houses may not be erected or placed on any lot, unless the express written consent of the DEVELOPER is first obtained.

8. (a) Not more than 5880 square feet of any lot may be built upon by any lot owner in order to comply with the North Carolina Stormwater Regulations.

(b) The State of North Carolina is hereby made a beneficiary of this Declaration to the extent necessary to enforce its stormwater run off regulations as the same may be amended from time to time.

9. No advertising signs or billboards shall be erected on any lot or displayed to the public on any lot, subject to these Restrictions, except that one sign of not more than five square feet in area may be used to advertise a dwelling for sale. This covenant shall not apply to signs erected by the OWNER/DEVELOPER used to identify and advertise the subdivision as a whole, or by a contractor for an item of work being performed on a given lot.

10. No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

11. (a) All water to be used in said subdivision for human consumption and human use must be obtained from the Community Water System, unless other sources are approved by the City/ County Board of Health and the Water Company, or their successors. An eight (8) foot radius from each water meter shall be an easement for maintenance and repair of such meter. This covenant shall not exclude the right to dig shallow wells for irrigation purposes only.

(b) Sewage disposal shall be only by the New Hanover County Sewer System.

12. All building plans for residences must be approved, prior to construction, by the DEVELOPER or an agent appointed by the

DEVELOPER. Plans shall show front, rear and side elevations to include roof pitch. Site plans shall show front, rear and side elevations to include roof pitch. Site plans shall show front, rear and side yard setbacks. Site plans shall include driveways, walkways, outbuildings, separate garages, walls, patios and decks.

13. (a) No noxious or offensive activity shall be carried on or maintained on any lot or part of any lot, nor shall any use be made of any portion of said property which may be or become an annoyance or nuisance to the neighborhood. No domesticated farm animals or fowls shall be kept on the property. Animal sacrifice or any ceremony involving the killing of any animal is prohibited on any lot in the subdivision.

(b) In the event yards are not properly maintained, they shall be cleaned up at the owner's expense. Unsightly inoperative junk cars and like eyesores cannot be maintained on the property, either prior to or after the residence has been erected. Further, DEVELOPER may, in DEVELOPER's sole discretion, cause any lot not maintained by the owner thereof, to be cleaned up and all inoperative junk cars and other eyesores hauled away, all at the expense of the owner of such lot.

14. (a) The Buyer or Purchaser of each lot shall keep the lot mowed regularly, including that area from the lot line to the edge of the paved street and clear of any unsightly objects, and in the event that the Buyer or Purchaser of any lot within the said Subdivision breaches this restriction, the DEVELOPER reserves the right to enter upon the said lot and mow the grass, clean up the lot and remove unsightly structures and objects. The cost of any such clean up shall be charged to the owner of said lot.

(b) Where lots border on or contain ditches, drainage canals or swales, the Buyer of each lot shall keep that area, including the slopes, down to the edge of the water, mowed and maintained regularly. Washouts or erosions on the lots adjoining ditch banks and swales to pavement shall be properly tended to by the respective lot owner.

15. It shall be the obligation of the owner of any lot or lots in the Subdivision to provide, install and maintain adequate culvert or drain pipe beneath his or her driveway as it crosses the ditch line at the front of his or her lot in order that the natural flow of drainage will not at any time be blocked along the street. The culvert or drainage pipe must be of sufficient size to accommodate the flow of surface water in the ditch. In no instance shall said drainage pipe be less than 15 inches.

16. Each lot owner shall provide receptacles for garbage and all cans, carts and bags must be kept in a screened area, accessory building or other storage facility, and not visible from the street, except on garbage pick-up days.

17. (a) Construction activity on a lot shall be confined with the boundaries of said lot. Each lot owner shall have the obligation to collect and dispose of all rubbish and trash resulting from construction on his lot. Upon a lot owner's failure to collect and dispose of such trash within thirty (30) days after receipt of a written notice from RAINTREE DEVELOPMENT CORP., may collect and dispose of such rubbish and trash at the lot owner's expense. In addition, no large trees or natural foliage may be removed from any lot without the prior written approval of the DEVELOPER.

(b) Once construction has started on any lot, construction must be completed within one (1) year after the beginning of construction.

(c) Underbrush and all lots must be maintained after one (1) year from the date of sale to any purchaser thereof by the said purchase thereof.

18. At any time prior to December 31, 2004, these restrictions may be amended by RAINTREE DEVELOPMENT CORP., at its discretion, but not to impair the property value of the lot owners. Thereafter, these restrictions may be amended by vote of the owners of two-thirds (2/3's) of the lots in TIMBER CREEK SUBDIVISION, SECTION 1D.

19. The DEVELOPER reserves the right to subject the real property in this Subdivision to a contract with Carolina Power & Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power & Light Company by the owner of any such dwelling site.

20. If the parties hereto, or any of them, or their heirs and assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons, owning any real property situated in said TIMBER CREEK SUBDIVISION, SECTION 1D to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

21. All covenants, restrictions and affirmative obligations set forth in these Restrictions shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to the successors and assigns, if any, of RAINTREE DEVELOPMENT CORP., for a period of twenty (20) years from the date hereof, after which time all said covenants shall be automatically extended for successive periods of ten years each, unless an instrument signed by the owners of a majority of the lots (not including mortgagees or trustees under deeds of trust) substantially affected by such changes in covenants, has been recorded, agreeing to change said covenants in whole or in part. Invalidation of any one of these covenants by judgments or court order shall in no way affect any of the other covenants herein, which shall remain in full force and effect.

22. THESE RESTRICTIONS APPLY ONLY TO SECTION 1D, TIMBER CREEK SUBDIVISION, AS THE SAME IS SHOWN ON THE MAP REFERENCED ABOVE, AND NOTHING HEREIN IS INTENDED, NOR SHALL BE DEEMED, TO BE A REPRESENTATION, WARRANTY, COVENANT OR PROMISE THAT THESE RESTRICTIONS APPLY OR SHALL APPLY TO ANY OTHER REAL PROPERTY OWNED BY DEVELOPER AND AS DESCRIBED IN THAT DEED RECORDED IN BOOK 1437, AT PAGE 791 OF

THE NEW HANOVER COUNTY REGISTRY. DEVELOPER FOR HIMSELF, HIS SUCCESSORS AND/OR ASSIGNS, DECLARES THAT SECTION 1D, TIMBER CREEK SUBDIVISION, IS NOT PART OF ANY OVERALL PLAN FOR THE DEVELOPMENT OF THE REAL PROPERTY DESCRIBED IN THE DEED REFERENCED HEREIN, AND THAT THE REMAINDER OF SAID PROPERTY MAY AND CAN BE USED, DEVELOPED, CONVEYED AND/OR IMPROVED FOR PURPOSES AND SUBJECT TO RESTRICTIONS OTHER THAN AS SET OUT HEREIN.

23. All owners of lots shall be members of TIMBER CREEK OWNERS ASSOCIATION, a North Carolina nonprofit corporation and shall also be subject to and abide by all provisions set forth in that corporation's Articles of Incorporation (and as amended), by-laws and all corporate rules, regulations and resolutions as may be promulgated and/or adopted from time to time.

24. That all owners of lots shall, no later than at the time of completion of any construction on said lot, sod the property between that owner's front property line and the pavement of the road abutting the lot at the front of said lot owner's lot and shall maintain said sodded area as long as they shall own their lot in Timber Creek Subdivision.

IN TESTIMONY WHEREOF, RAINTREE DEVELOPMENT CORP., the DEVELOPER, has caused this instrument to be signed in its corporate name by its President, sealed with its corporate seal, and attested by its Corporate Secretary, this 17th day of MAY, 1994.

RAINTREE DEVELOPMENT CORP.

ATTEST:

Ernie M. Smith
Secretary

By: Jack C. Stecker
President

(AFFIX CORPORATE SEAL)



STATE OF NORTH CAROLINA BOOK

PAGE

COUNTY OF NEW HANOVER 1774

0263

'94 MAY 17 PM 12 45

I, Jean W. Stewart, a Notary Public of said County and State, do hereby certify that Ernest M. Smith, personally came before me this day and acknowledged that he/she is _____ Secretary of RAIN TREE DEVELOPMENT CORP. 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 himself/herself as its _____ Secretary.

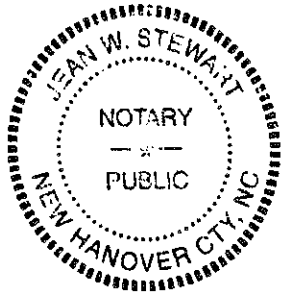
WITNESS my hand and notarial seal this 17th day of May, 1994.

Jean W. Stewart
Notary Public

My Commission Expires:

1-19-98

(AFFIX NOTARIAL SEAL)



STATE OF NORTH CAROLINA
New Hanover County

The Foregoing / Annexed Certificate(s) of

Jean W Stewart

Notary (Notaries) Public is/ are certified to be correct.

This the 17 day of May 1994

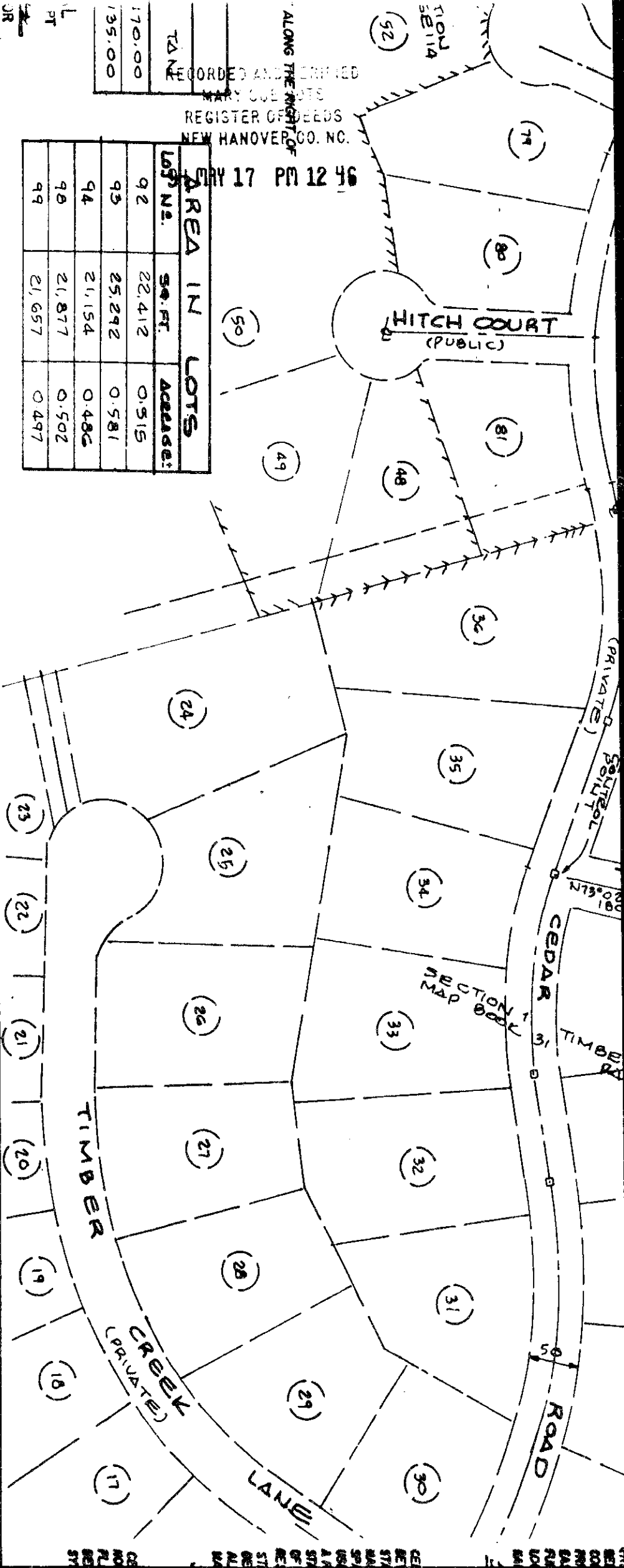
Mary Sue Oats, Register of deeds
by 21313
Deputy/Assistant

/TIMBER-7
RESTRICT

ALONG THE RIGHT OF RECORD AND ENRIED MARY COE DATE REGISTER OF DEEDS NEW HANOVER CO. NC.

MAY 17 PM 12 46

LOT NO.	SQ. FT.	ACRES:
92	22,412	0.515
93	25,292	0.581
94	21,154	0.482
96	21,877	0.502
99	21,657	0.497



TIMBER CREEK

SECTION ID

HARNETT TOWNSHIP

NEW HANOVER COUNTY

SCALE 1"=100'

DEVELOPED BY: RAINTREE DEVELOPMENT CORP



211 NORTH 5TH STREET

Map Book 33

Page 399

Rendered by Arnold Casin

EYOR -856

Plat Dec. Blk 1774 Pg 256

329715

PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT STATES PARCELS OF LAND.

U.S. HWY. 17
LOCATION MAP
 NOT TO SCALE

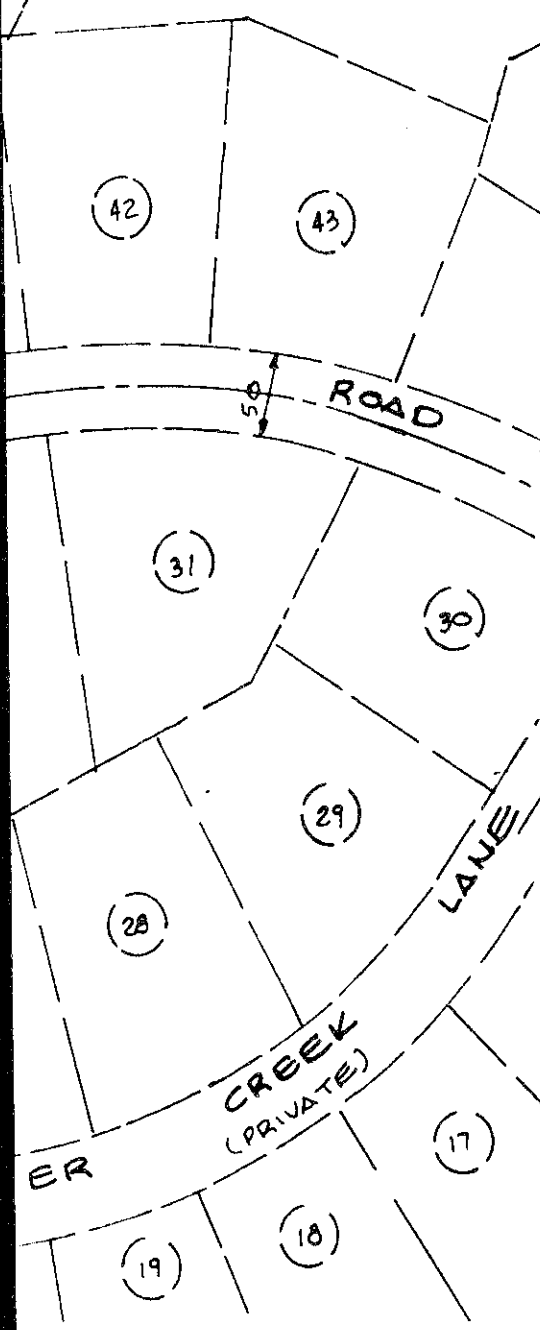
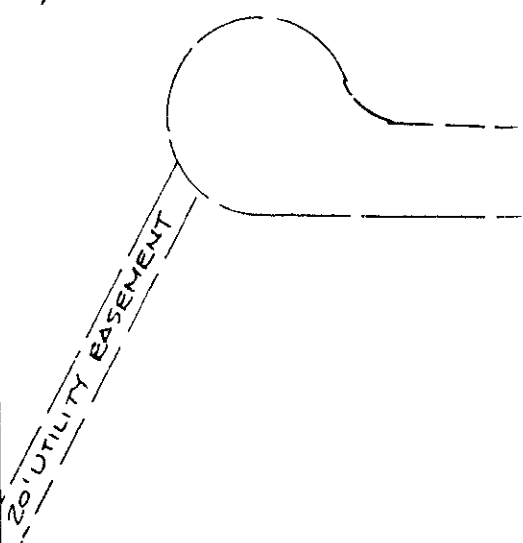
Jack G. Stocks
 JACK G. STOCKS

NEW HANOVER COUNTY NORTH CAROLINA
 THE FOREGOING CERTIFICATE OF ARNOLD W. CARSON NOTARY PUBLIC OF NEW HANOVER COUNTY IS CERTIFIED TO BE CORRECT. FILED FOR REGISTRATION ON THE ___ DAY OF 19__ AT ___ AM/PM AND DULY RECORDED IN MAP BOOK AT PAGE ___

MARY SUE OOTS
 REGISTER OF DEEDS
 BY: _____

NEW HANOVER COUNTY NORTH CAROLINA
 HOMEOWNER'S ASSOCIATION COVENANTS CONDITIONS AND RESTRICTIONS FILED FOR REGISTRATION ON THE ___ DAY OF 19__ AT ___ AM/PM AND DULY RECORDED IN DEED BOOK ___ AT PAGE ___

MARY SUE OOTS
 REGISTER OF DEEDS
 BY: _____



CERTIFICATE OF OWNERSHIP, DEDICATION AND JURISDICTION :
 I (WE) HEREBY CERTIFY THAT I (WE) ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT ESTABLISH THE MINIMUM BUILDING LINES AND DEDICATION OF ALL STREETS, ALLEYS, WALKS, PARKS, CONSERVATION SPACE AND OTHER AREAS TO PUBLIC OR PRIVATE USE AS NOTED. ALL ROADS AND DRAINAGE EASEMENTS ARE DEDICATED FOR PUBLIC UTILITY PURPOSES. FURTHER, I (WE) CERTIFY THE LAND AS SHOWN HEREON IS LOCATED WITHIN THE SUBDIVISION JURISDICTION OF NEW HANOVER COUNTY.

5-12-94
 DATE *Jack G. Stocks*
 OWNER(S)

CERTIFICATE OF DISCLOSURE FOR PRIVATE DEVELOPMENTS : I (WE) ACKNOWLEDGE THAT NEITHER THE STATE NOR THE COUNTY SHALL BE RESPONSIBLE FOR MAINTENANCE OF ANY STREETS, PARKS, DRAINAGE, OPEN SPACE OR OTHER AREAS WHICH ARE DESIGNATED FOR PRIVATE USE. I (WE) ACKNOWLEDGE THAT PRIOR TO CONTRACTING WITH A PROSPECTIVE BUYER, I SHALL GIVE THE BUYER A WRITTEN STATEMENT WHICH DISCLOSES THE EXISTANCE AND LOCATION OF SUCH PRIVATE AREAS AND SPECIFIES THE MAINTANCE RESPONSIBILITIES FOR SAME. WHEN APPLICABLE, THE STATEMENT SHALL DISCLOSE THAT THE STREET(S) WILL NOT BE CONSTRUCTED TO MINIMUM STANDARDS SUFFICIENT TO ALLOW THEIR INCLUSION ON THE STATE HIGHWAY SYSTEM FOR MAINTENANCE.

5-12-94
 DATE *Jack G. Stocks*
 OWNER(S)

CERTIFICATE DISCLAIMING WATER/SEWER SUITABILITY: NOTWITHSTANDING NEW HANOVER COUNTY APPROVAL OF THIS PLAT, LOTS SHOWN ON SAID PLAT MAY NOT RECEIVE HEALTH DEPARTMENT APPROVAL FOR ON SITE SEWAGE DISPOSAL SYSTEMS, NOR FOR INDIVIDUAL WATER SUPPLY SYSTEMS.

2.581 ΔC. ±

NEW HANOVER COUNTY NORTH CAROLINA
 SCALE IN FEET



MARCH, 1994