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Prepared By and Return To:
Reaves Law, PLLC
P.O. Box 53187
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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TIMBERLAND RANCH**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Timberland Ranch (this "Amendment") is made and entered into as of the date set forth below by **TIMBERLAND RANCH, LLC**, a North Carolina limited liability company (the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Timberland Ranch recorded in Book 1357, Page 16, Hoke County, NC Registry (as amended, the "Declaration");

WHEREAS, the Declaration applied to the Timberland Ranch development located, as more particularly described therein (the "Subdivision");

WHEREAS, Declarant continues to own all Lots in the Subdivision;

WHEREAS, Declarant desires to further amend the Declaration, as follows:

NOW, THEREFORE, pursuant to rights reserved in Article X, Section 2 and elsewhere in the Declaration; and in consideration of the mutual covenants contained therein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant hereby amends the Declaration as follows:

1. The above recitals are incorporated herein by reference;

2. New Article XI is hereby added to the Declaration as follows:

“ARTICLE XI
ASSOCIATION’S STORMWATER MANAGEMENT OBLIGATIONS; HOLD HARMLESS;
RELEASE OF LIABILITY OF DECLARANT

Section 1. The following covenants in this Article XI are intended to ensure ongoing compliance with State Stormwater Management Permit Number #SW6200904 (the “Stormwater Management Permit”) as issued by the Division of Energy, Mineral and Land Resources (the “Division”) under 15A NCAC 02H.1000, effective January 1, 2017.

Section 2. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.

Section 3. The covenants are to run with the land and be binding on all persons and parties claiming under them.

Section 4. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the Division.

Section 5. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division.

Section 6. The maximum allowable built-upon area (BUA) per Lot is shown on Exhibit A-1 attached hereto and incorporated herein by reference. This allotted amount includes any BUA constructed within the Lot property boundaries, and that portion of the right-of-way between the front Lot line and the edge of the pavement not shown on the approved plans. BUA has the same meaning as G.S. 143-214.7, as amended.

Section 7. The maximum allowance BUA shall not be exceeded on any Lot until the permit is modified to ensure compliance with the stormwater rules, permit, and the approved plans and specifications.

Section 8. Filing in, piping or altering any vegetated conveyances (ditches, swales, etc) associated with the development except for average driveway crossings, is strictly prohibited by any persons.

Section 9. A 50-foot wide vegetative setback must be provided and maintained adjacent to all surface waters in accordance with 15A NCAC 02H.1003(4) and the approved plans.

Section 10. All roof drains shall be released no closer than at the edge of the 50-foot wide vegetated setback and allowed to flow through the setback as dispersed flow. At no time shall stormwater runoff be piped into or through the setback.

Section 11. Any individual or entity found to be in noncompliance with the provisions of a stormwater management permit or the requirements of the stormwater rules is subject to enforcement procedures as set forth in NCGS 143, Article 21.

Section 12. It shall be the sole responsibility of the Association to comply with the provisions of the Operation and Maintenance Agreement dated January 12, 2021 (the "Maintenance Agreement"), a copy of which is attached hereto as Exhibit A-2. For good and valuable consideration, the Association and all Owners, jointly and severally, agree to save, defend, keep harmless, and indemnify Declarant, its successors and assigns, of and from all loss, damage, costs, charge, liability or expense, including court costs, attorneys' fees, and other costs and expenses incident to any suit, investigation, claim, demand or proceeding, which are threatened against or suffered, sustained, incurred or required to be paid by Declarant as a result of the Association's failure to comply with the Maintenance Agreement. In addition, for good and valuable consideration, the Association and all Owners, jointly and severally, release Declarant, its successors and assigns, from any and all liability in any way related to the Maintenance Agreement and/ or the Common Area. The provisions set forth in this Section 12 of this Article XI may not be altered or rescinded without the express written consent of the Declarant."

3. New Article XII is hereby added to the Declaration as follows:

"ARTICLE XII
STORMWATER INFILTRATION TRENCHES

Easements for the installation and maintenance of stormwater infiltration trenches (as well as easements for stormwater drainage therein), are hereby reserved across Lots 9, 17, 18, 35, 36, 40, 41, 46, 48, 60, 61 and 68, in the general locations as shown on the map attached hereto as Exhibit A-3. The exact locations and dimensions of said infiltration trenches shall be delineated on final recorded plat that subdivides said Lots from their parent parcel. The Association shall be responsible for maintaining the infiltration trenches and related easement areas, and an additional easement of ingress, egress and regress is hereby reserved across the affected Lots to allow for such maintenance, as reasonably necessary. The infiltration trenches shall not be modified in any way by any Owner or other party (and their depth, width, and landscaping shall be maintained as originally engineered and installed), absent the express permission of the Declarant (if during the Period of Declarant Control) or the Association (if the Period of Declarant Control has expired or terminated). The expense of all such maintenance shall be a common expense of the Association. The infiltration trenches and related easement areas shall be maintained by the Association in accordance with the minimum requirements of the Maintenance Agreement or better. In addition, for good and valuable consideration, the Association and all Owners, jointly and severally, release Declarant, its successors and assigns, from any and all liability in any way related to the infiltration trenches and related easement areas. The provisions set forth in this Article XII may not be altered or rescinded without the express written consent of the Declarant."

4. New Article XIII is hereby added to the Declaration as follows:

"ARTICLE XIII
PIEDMONT GAS EASEMENT – GATE REQUIREMENTS FOR
CERTAIN AFFECTED LOTS

It is noted that portions of Lots 18, 19, 32, 33, 34, 35, 42, 43, 44, 47,48, 49, 50, 51 are subject to certain easement rights in favor of Piedmont Naturas Gas Company, Inc. ("PNG") related to underground gas facilities, as recorded in Book 133, Page 439, Hoke County, NC Registry (the "Gas Easement"). Any Owner that installs a fence on said Lots, such that the Gas Easement (or any portion thereof) becomes

enclosed, shall be required to construct a sixteen (16) foot gate, so that PNG may access its easement area and facilities for maintenance, repair, replacement, and/ or other purposes, pursuant to its rights under the Gas Easement. Also, PNG shall have the right to temporarily remove any such fencing for maintenance, repair, replacement, and/ or other purposes, as may be reasonably necessary. In addition, the above notwithstanding, the Owners of Lots 17, 18, 33, 34, 43, 47 and 48 must install a sixteen (16) foot gate if fencing is placed on the Gas Easement. The Declarant and the Association reserve the right to impose additional fencing or other requirements with respect to the Gas Easement, as reasonably necessary, so that PNG is not deprived of its rights under the Gas Easement.

5. Except as specifically amended by this Amendment, the Declaration remains unchanged and in full force and effect, and the Declarant by its execution hereof hereby ratifies, affirms and approves the Declaration, as specifically amended hereby. Any capitalized term that is not defined herein shall have the same meaning as given to said term in the Declaration.

**[The Remainder of This Page Intentionally Left Blank;
Signature Page Attached Hereto]**

IN WITNESS WHEREOF, Declarant has duly executed this Amendment as of the date set forth in the below notary acknowledgment.

DECLARANT:

TIMBERLAND RANCH, LLC

By:

[Signature]
D. Ralph Huff III, Manager

STATE OF NORTH CAROLINA

COUNTY OF Cumberland

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity Indicated: D. Ralph Huff III, acting in his capacity as Manager of Timberland Ranch, LLC, a North Carolina limited liability company

Date: 26 April 2021

Official Signature of Notary: [Signature]

Notary's Printed Name: Jill Riley

My commission expires: 8-3-2025

[Affix Notary Seal or Stamp]

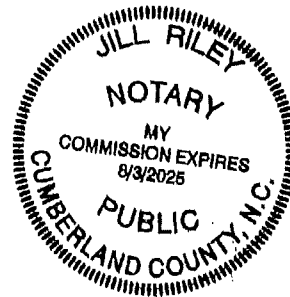


EXHIBIT A-1

[Attach Chart Showing Maximum Built-Upon Area Per Lot]

BK 1374 PG 0960
EXHIBIT A-1 ATTACHMENT

6 The maximum Built-Up Area per lot, in square feet, is as listed below:

Lot #	BUA (sf)	Lot #	BUA (sf)	Lot #	BUA (sf)
1	15,000	27	12,000	49	6,000
2	15,000	28	12,000	50	6,000
3	15,000	29	12,000	51	6,000
4	15,000	30	12,000	52	6,000
5	15,000	31	12,000	53	6,000
6	15,000	32	12,000	54	6,000
7	15,000	33	12,000	55	6,000
8	15,000	34	12,000	56	6,000
9	15,000	35	12,000	57	6,000
10	15,000	36	12,000	58	6,000
11	15,000	37	12,000	59	6,000
12	15,000	38	12,000	60	6,000
13	15,000	39	12,000	61	6,000
14	15,000	40	12,000	62	6,000
15	15,000	41	12,000	63	6,000
16	15,000	42	12,000	64	6,000
17	15,000	43	12,000	65	6,000
18	15,000	44	12,000	66	6,000
19	15,000	45	12,000	67	6,000
20	15,000	46	12,000	68	6,000
21	15,000	47	12,000	69	6,000
22	15,000	48	12,000	70	120,000
23	15,000				
24	15,000				
25	15,000				
26	15,000				

EXHIBIT A-2

[Attach Operation & Maintenance Agreement]

Operation & Maintenance Agreement

Project Name: Timberland Ranch
Project Location: Calloway Road, Hoke County

Cover Page

Maintenance records shall be kept on the following SCM(s). This maintenance record shall be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired, or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the pollutant removal efficiency of the SCM(s).

The SCM(s) on this project include (check all that apply & corresponding O&M sheets will be added automatically):

Infiltration Basin	Quantity:		Location(s):	
Infiltration Trench	Quantity:	8	Location(s):	Various locations
Bioretention Cell	Quantity:		Location(s):	
Wet Pond	Quantity:		Location(s):	
Stormwater Wetland	Quantity:		Location(s):	
Permeable Pavement	Quantity:		Location(s):	
Sand Filter	Quantity:		Location(s):	
Rainwater Harvesting	Quantity:		Location(s):	
Green Roof	Quantity:		Location(s):	
Level Spreader - Filter Strip	Quantity:		Location(s):	
Proprietary System	Quantity:		Location(s):	
Treatment Swale	Quantity:		Location(s):	
Dry Pond	Quantity:		Location(s):	
Disconnected Impervious Surface	Present:	No	Location(s):	
User Defined SCM	Present:	No	Location(s):	
Low Density	Present:	No	Type:	

I acknowledge and agree by my signature below that I am responsible for the performance of the maintenance procedures listed for each SCM above, and attached O&M tables. I agree to notify NCDEQ of any problems with the system or prior to any changes to the system or responsible party.

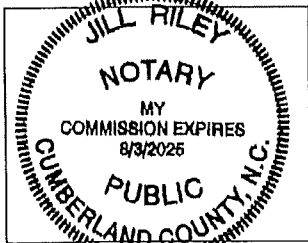
Responsible Party: Ralph Huff
 Title & Organization: President / Timberland Ranch, LLC
 Street address: 2919 Breezewood Avenue, Suite 400 100
 City, state, zip: Fayetteville, NC 28303
 Phone number(s): 910-486-4864 302-3608
 Email: ralphhuff@hhhomes.com DR.Huff@HuffFamilyOffice.com

Signature: _____

Date: 14 Jan 2021

I, Jill Riley, a Notary Public for the State of North Carolina
 County of Cumberland, do hereby certify that D. Ralph Huff III
 personally appeared before me this 14th day of January 2021 and
 acknowledge the due execution of the Operations and Maintenance Agreement.

Witness my hand and official seal, Jill Riley.



Seal

My commission expires

8-3-2025

Infiltration Trench Maintenance Requirements

Important operation and maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the infiltration trench.
- The water level in the monitoring wells will be recorded once a month and after every storm event greater than 1.0 inches (or 1.5 inches if in a Coastal County).

The infiltration trench will be inspected **once a quarter and within 24 hours after every storm event greater than 1.0 inches (or 1.5 inches if in a Coastal County)**. Records of operation and maintenance shall be kept in a known set location and shall be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How to remediate the problem:
The entire infiltration trench	Trash/debris is present.	Remove the trash/debris.
The grass filter strip or other pretreatment area	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Sediment has accumulated to a depth of greater than three inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
The flow diversion structure (if applicable)	The structure is clogged.	Unclog the conveyance and dispose of any sediment in a location where it will not cause impacts to streams or the SCM.
	The structure is damaged.	Make any necessary repairs or replace if the damage is too much for repair.
The trench	Water is ponding on the surface for more than 24 hours after a storm.	Remove the accumulated sediment from the top of the infiltration trench and dispose of it in a location that will not impact a stream or the SCM.
	Grass or other plants are growing on the surface of the trench.	Do not pull the weeds (may pull out media as well). Wipe them with a systemic herbicide such as glyphosate and then return within the week to remove them by hand. (Another option is to pour boiling water on them or steam them.)
Observation well	Water present more than three days after a storm event	Clean out any clogged underdrain pipes. Consult an appropriate professional for clogged soil subgrade.
The emergency overflow berm	Erosion or other signs of damage have occurred at the outlet.	Repair or replace the berm.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Repair the damage and improve the flow dissipation structure.
	Discharges from the infiltration trench are causing erosion or sedimentation in the receiving water.	Contact the local NCDEQ Regional Office.

EXHIBIT A-3

[Attach Map Showing Location of Infiltration Trenches]

