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Prepared By and Return To:
Reaves Law, PLLC
P.O. Box 53187
Fayetteville, NC 28305

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TIMBERLAND RANCH**

This Second 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").

H&H Constructors of Fayetteville, LLC, a North Carolina limited liability company ("H&H Constructors of Fayetteville"), joins in the execution of this Amendment for the purposes set forth in Section 3 below.

WITNESSETH:

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, as amended by First Amendment in Book 1374, Page 954, 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, the Subdivision remains within the Period of Declarant Control, as defined in Article I (g) of the Declaration;

WHEREAS, pursuant to its rights reserved in the Declaration, 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 XIV is hereby added to the Declaration as follows:

“ARTICLE XIV
PRESERVATION OF BUFFER TREES ALONG
CALLOWAY ROAD

With respect to all Lots having frontage on Calloway Road, any and all existing pine trees (or other types of trees) that are located along the common boundary of said Calloway Road (and that are not included in the building envelope of such Lot), either now or in the future, shall be preserved as buffer trees (each a “Buffer Tree” and together, the “Buffer Trees”) that serve to compliment the beauty and aesthetic of Timberland Ranch. The Buffer Trees shall not be cut down or removed from any such Lot (as part of such Lot’s development or otherwise), unless such removal is approved by both the Architectural Review Board and the owner of Lot 70 as shown on the Plat. The above notwithstanding, with respect to any Lot having frontage on Calloway Road that will also have its driveway on Calloway Road, it is agreed that the minimum number of Buffer Trees may be cut down and removed to allow for the width and safety of said driveway, as approved by the Architectural Review Board. The above notwithstanding, if any Buffer Tree dies or falls due to any natural cause or otherwise (and/ or must be cut down for safety or health reasons due to any natural cause or otherwise), then a sapling (of the same type of tree) shall be promptly planted (during the planting season) to replace said Buffer Tree. Also, the above notwithstanding, it is agreed that Buffer Trees may be trimmed as reasonably necessary for safety reasons or for the health of the tree (e.g. – to prevent interference with electrical lines, to remove dead limbs). Notwithstanding the provision of Article X, Section 2, this Article may not be modified without the express written consent of the owner of said Lot 70, who is an intended third party beneficiary of this Article.”

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

“ARTICLE XV
PRESERVATION OF REAR TREE BUFFER AREA
UPON LOTS 1 – 8 AND LOTS 15-19

With respect to Lots 1 through 8, a tree buffer having a depth of SEVEN HUNDRED FEET (700’) shall be maintained upon the rear boundary of said Lots; and with respect to Lots 15 through 19, a tree buffer having a depth of ONE HUNDRED AND FIFTY

(150') feet shall be maintained upon the rear boundary of said Lots (together, and upon each affected Lot, the "Rear Tree Buffer Area"). Any and all existing pine trees (or other types of trees) that are located within the Rear Tree Buffer Area, either now or in the future, shall be preserved as rear buffer trees (each a "Rear Buffer Tree" and together, the "Rear Buffer Trees") that serve to compliment the beauty and aesthetic of Timberland Ranch. The Rear Buffer Trees shall not be cut down or removed from any such affected Lot (as part of such Lot's development or otherwise), unless such removal is approved by both the Architectural Review Board and the owner of Lot 70 as shown on the Plat. The above notwithstanding, if any Rear Buffer Tree dies or falls due to any natural cause or otherwise (and/ or must be cut down for safety or health reasons due to any natural cause or otherwise), then a sapling (of the same type of tree) shall be promptly planted (during the planting season) to replace said Rear Buffer Tree. Also, the above notwithstanding, it is agreed that Rear Buffer Trees may be trimmed as reasonably necessary for safety reasons or for the health of the tree (e.g. – to remove dead limbs). Notwithstanding the provision of Article X, Section 2, this Article may not be modified without the express written consent of the owner of said Lot 70, who is an intended third party beneficiary of this Article."

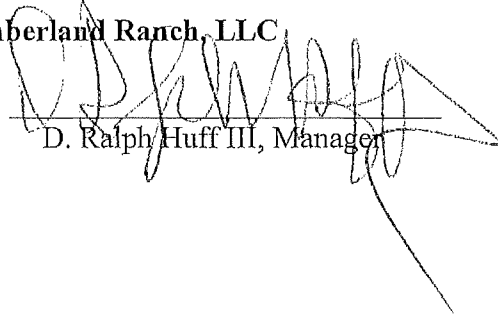
4. H&H Constructors of Fayetteville joins in the execution of this Amendment as the current owner of Lots 4, 5, 6 of Timberland Ranch, Phase One (as shown on plat duly recorded in Plat Book 4149, Page 8), and Lots 47 and 48 of Timberland Ranch, Phase Two (as shown on plat duly recorded in Plat Book 4150, Page 1-2) (together, the "H&H Lots"). H&H Constructors consents to the terms set forth in this Amendment, which shall be binding upon the H&H Lots.
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: 
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

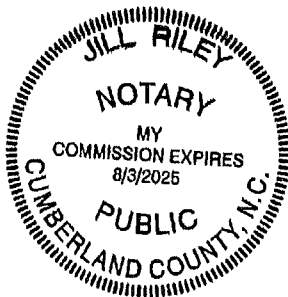
Date: December 2, 2021

Official Signature of Notary: Jill Riley

Notary's Printed Name: Jill Riley

My commission expires: 8-3-2025

[Affix Notary Seal or Stamp]



Consent Signature:

H&H Constructors of Fayetteville, LLC

By: Brian D. Walker

Print Name: Brian D. Walker

Title: Division President

STATE OF NORTH CAROLINA

COUNTY OF Cumberland

I certify that the following person personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Brian D. Walker acting in his/her capacity as Division President of H&H Constructors of Fayetteville, LLC, a North Carolina limited liability company

Date: 12.2.2021

Official Signature of Notary: Tamara L. Green

Notary's Printed Name: Tamara L. Green

My commission expires: 5.10.24

[Affix Notary Seal or Stamp]

