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

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

This Third 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, as amended by Second Amendment in Book 1414, Page 410, 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. Sections 1 through 11 of Article XI of the Declaration are hereby restated as follows:

Section 1. The following covenants in this Article XI are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW6200904 as issued by the Division of Energy, Mineral and Land Resources under the Stormwater Management Regulations.

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 State of North Carolina, Division of Energy, Mineral and Land Resources.

Section 5. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Energy, Mineral and Land Resources.

Section 6. The maximum allowable built-upon area per Lot is shown on Exhibit A-1 attached hereto and incorporated herein by reference. This allotted amount includes any built-upon area 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. Built-upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

Section 7. In the case of a Lot within CAMA's regulated AEC, where the Division of Coastal Management calculates a different maximum allowance built-upon area for that Lot than is shown herein, the governing maximum built-upon area for that Lot shall be the most restrictive of the two.

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

Section 9. Each Lot will maintain a 30\* foot wide vegetated buffer from the mean high water mark of surface waters. (\*50 foot for projects located in the 20 coastal counties).

[It is further noted that Sections 10 and 11 of Article XI are hereby deleted; also, Section 12 of Article XI shall remain in full force in effect (as referenced in First Amendment recorded in Book 1374, Page 954, aforesaid Registry.)"]

3. 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.
4. 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

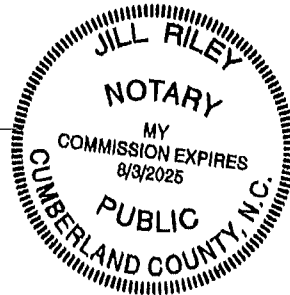
Date: December 13, 2021

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 H&H Constructors of Fayetteville, LLC, a North Carolina limited liability company

Date: 12.13.21

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]

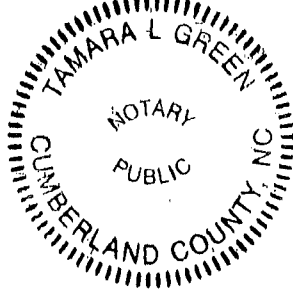


EXHIBIT A-1

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

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				