

BK: 00413 PG: 0344

FILED
ASHE COUNTY
SHIRLEY B. WALLACE
REGISTER OF DEEDS

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AT 03:24:11 pm
BOOK 00413
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INSTRUMENT # 04533

**NORTH CAROLINA
ASHE COUNTY**

**AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTION FOR TIMBERWILDE**

Timberwilde Developers, LLC

This Amendment to the restrictive covenants made and entered into this 21st day of October 2010, by Timberwilde Developers, LLC a corporation organized and existing under and by virtue of the laws of the Florida, hereinafter called "Developer:

WITNESSETH:

THAT WHEREAS, Developer is the owner of certain lands in Ashe County, North Carolina, more particularly described as: Being all the property, including all lots, common areas, rights of way and easements, as shown on the plat entitled "Timberwilde" recorded in Plat Book 6, Page 268 of the Ashe County Registry of Deeds, to which reference is made for a more particular description.

WHEREAS, Developer acknowledges the existence of an existing declaration of restrictive covenants being entered into on November 30, 2005, and Developer is entitled to make such an amendment as entered into hereinbelow by the powers vested in these prior covenants and bylaws of the Timberwilde Property Owners Association, LLC; and

WHEREAS, the Developer desires to amend the mutual and beneficial restrictions, covenants, and conditions(hereinafter referred to as the "restrictions") for the benefit and complement of all of the residential lots in the subdivision in order to promote the best interests and protect the investments of the Developer and prospective owners. Except as expressly modified herein, the existing covenants shall remain in full force and effect.

ARTICLE I

DEFINITIONS

"Developer" shall refer to Timberwilde Developers, LLC, a Florida limited liability company.

ARTICLE VII

ASHE COUNTY WILDLIFE CLUB

2. Although Developer is not required to incur any membership fees on behalf of Lot Owners, or any membership fees purchased by the Developer, a transfer fee shall be paid by the subsequent Lot Owner to the Wildlife Club upon each subsequent transfer of title of a Lot, in an amount established by the Wildlife Club but not less than \$500.00. The transfer fee shall be paid by or on behalf of the purchase of any Lot to the Association as a Special Assessment at the time of transfer of title to such Lot. Failure to pay the transfer fee shall give rise to a lien against the Lot and may be collected by the Association in the same manner as other assessments, as provided by Article IV.



David Liput, Member/Manager
Timberwilde Developers, LLC (SEAL)

North Carolina
Ashe County

This day personally appeared before the undersigned Notary Public, in and for said County and State, David Liput, Member/Manager of Timberwilde Developers, LLC, and acknowledged the due execution of the foregoing instrument for the purposes therein stated.

Witness my hand and notarial seal, this 21st day of September, 2010.

My commission expires: 4/25/11


Notary Public/Melissa D. Williams

