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Prepared By: River Run Plantation Board of Directors

The 2024 Consolidated

Master Declaration and Development River Run Plantation, Including Covenants, Conditions, and Restrictions

This 2024 Consolidated Master Declaration and Development of River Run Plantation*, including Covenants, Conditions and Restrictions approved this 21st day of September, 2024 by the members of River Run Plantation Property Owners Association, a North Carolina Non-Profit Corporation (hereinafter called Association) with offices in Brunswick County, North Carolina.

Whereas, Ocean Side Corporation, (hereinafter referred to as Developer*), was the developer of certain lands located near Sunset Harbor, Brunswick County, North Carolina, called River Run Plantation (formerly called Pier 66 Subdivision) and previously established a Master Declaration• and Development Plan containing Covenants, Conditions, and Restrictions to apply thereto. The Master Declaration was originally recorded in Deed Book 430 at Page 840. and those Amendments appear in Deed Book 439 at Page 830, Deed Book 449 at Page 824, Deed Book 605 at Page 237, Deed Book 630 at Page 779, Deed Book 686 at Page 499, Deed Book 687 at Page 885, Deed Book 689 at Page 72, and Amended Consolidated Master Declaration and Development for River Run Plantation Including Covenants, Conditions and Restrictions recorded in Deed Book 728, Page 702; and-multiple times thereafter, which said have been recorded in Brunswick County, North Carolina and reference is herewith made to those amendments for reference.

Ocean Side Corporation Pier 66 Restrictions, recorded on July 31, 1979, in Deed Book 430 at Page 840.

Amendment to Ocean Side Corporation Pier 66 Restrictions, recorded on December 11, 1979, in Deed Book 439 at Page 830. (Term)

Amendment to Ocean Side Corporation Pier 66 Restrictions, recorded on June 11, 1980, in Deed Book 449 at Page 824. (Special Assessments)

Amendment to Ocean Side Corporation Pier 66 Restrictions, recorded on May 10, 1985, in Deed Book 605 at Page 237. (ARC Guidelines and name change)

Master Declaration and Development Plan for River Run Plantation Including Covenants, Conditions, and Restrictions, recorded December 17, 1985, in Deed Book 630 at Page 779. (Total restatement)

Amendment to Master Declaration and Development Plan for River Run Plantation Including Covenants, Conditions, and Restrictions, recorded March 31, 1987, in Deed Book 686 at page 499. (ARC guidelines)

The Master Declaration and Development for River Run Plantation Including Covenants, Conditions, and Restrictions, recorded Master Declaration and Development for River Run Plantation Including Covenants, Conditions, and Restrictions, recorded April 10, 1987, in Deed Book 687 at Page 885. (Total restatement)

Amended to The Master Declaration and Development for River Run Plantation Including Covenants, Conditions, and Restrictions, recorded Master Declaration and Development for River Run Plantation Including Covenants, Conditions, and Restrictions, recorded on April 22, 1987, in Deed Book 689 at Page 72. (Lake restrictions and easements)

Amended Consolidated Master Declaration and Development for River Run Plantation Including Covenants, Conditions, and Restrictions, recorded April 21, 1988, in Deed Book 728 at Page 702. (Total restatement)

Amendment to Amended Consolidated Master Declaration and Development for River Run Plantation Including Covenants, Conditions, and Restrictions, recorded on September 20, 1991, in Deed Book 856 at Page 434. (Adding Restrictions)

Explanation Statement to Correct Obvious Minor Error (s) made in an Instrument as Originally Recorded, Amendment to Amended Consolidated Master Declaration and Development for River Run Plantation Including Covenants, Conditions, and Restrictions, recorded on September 23, 1991, in Deed Book 856 at Page 557. (Adding sub-dividing/consolidating Lots sample form)

Amendment to Amended Consolidated Master Declaration and Development for River Run Plantation Including Covenants, Conditions, and Restrictions, recorded November 17, 1992, in Deed Book 907 at Page 11. (Term)

Third Amended Consolidated Master Declaration and Development for River Run Plantation Including Covenants, Conditions, and Restrictions, recorded on October 28, 1997, in Deed Book 1179 at Page 744. (Total restatement containing Amendments voted on by Owners at Annual Meeting in 1996).

Fourth Amended Consolidated Master Declaration and Development for River Run Plantation Including Covenants, Conditions, and Restrictions, recorded October 27, 2003, in Deed Book 1848 at Page 545. (Total restatement containing Amendments voted on by Owners at Annual Meetings in 2003)

Fifth Amended Consolidated Master Declaration and Development for River Run Plantation Including Covenants, Conditions, and Restrictions, recorded February 21, 2008, in Deed

Book 2744 at Page 1106. (Total Restatement containing Amendments voted on by Owners at Annual Meetings in 2007)

Extended Master Declaration and Development River Run Plantation, Including Covenants, Conditions, and Restrictions, First Edition, January 01/2011, recorded on December 28, 2010, in Deed Book 3119 at Page 1152. (Total Restatement containing Amendments voted on by Owners at Annual Meetings in 2010)

First Amendment to the Extended Master Declaration and Development for River Run Plantation Including Covenants, Conditions, and Restrictions, recorded on November 5, 2012, in Deed Book 3332 at Page 529. (Amendment to Restrictions involving parking on Lots).

The 2021 Consolidated Master Declaration and Development River Run Plantation, including Covenants, Conditions and Restrictions, recorded February 21, 2021 in Deed Book 4665 at Page 1335. (Total restatement containing Amendments voted on by Owners at the Annual Meeting in September 2021.)

The 2024 Consolidated Master Declaration and Development River Run Plantation, including Covenants, Conditions and Restrictions containing amendments voted on by owners at the annual meeting on September 21, 2024 follows.

Once this document is recorded in the Brunswick County Registry, reference to it in deeds of conveyance shall be effective in the same manner as if the deed Book and page number containing the original Declaration and its Amendments were individually referenced to therein.

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ARTICLE I GENERAL PROVISIONS

SECTION 1.01. Applicability

These restrictions shall apply to all the lots in the seven (7) stations of River Run Plantation which are for residential purposes and which are deeded with the deed incorporating these Restrictions by reference. Each station to which these Restrictions shall apply shall carry a station designation and shall recite on the face of the map that lots thereon are subject to these Restrictions.

SECTION 1.02 Variation

A. The Master Declaration, Bylaws, and Articles of Incorporation form the basis for the legal authority for the community to act as provided in the Master Declaration, Bylaws, and Articles of Incorporation, and the Master Declaration, Bylaws, and Articles of Incorporation are enforceable by their terms.

B. The provisions of the Master Declaration may not be varied by agreement; however, after breach of a provision of the Master Declaration, rights created hereunder may be knowingly waived in writing.

C. Notwithstanding any of the provisions of the Master Declaration, a declarant may not act under a power of attorney or proxy or use any other device to evade the limitations or prohibitions of the Master Declaration or Bylaws.

SECTION 1.03 Term

The Declaration shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them and shall continue in force and effect thereafter until eighty percent (80%), in accordance with NC Statute, of the lot owners have, by written vote, agreed to terminate the Declaration.

SECTION 1.04 Amendments.

Amendment of this Declaration*, other than termination, may be proposed by a petition signed by at least ten percent (10%), in accordance with NC Statute, of the lot owners or proposed by the majority vote of the Board of Directors of the Association. The Association reserves the right to modify or amend these restrictions, provided such modification of the Declaration* does not materially alter the basic plan of development of the subdivision or the particular station involved. Such amendment shall be by act of the Board of Directors as provided in the by-laws, or upon the request of at least ten percent (10%) of the members, and when such action is taken by the Board of Directors it shall immediately give notice to the members of the Association of such action.

Any action that may be taken at any annual, regular or special meeting of the members may be taken without a meeting if the Association delivers a written ballot to every member entitled to vote on the matter. Approval of Amendments to the Declaration shall be valid only if 60% of members voting by ballot approve of it.

The amendment is effective upon ratification upon which a Declaration of Amendment shall be duly registered in the Brunswick County Registry. Once the Declaration* has been amended or modified, as herein provided, such amendment or modification shall extend to and be applicable to all lots subject to the amendment or modification, whether sold prior to or subsequent to such amendment or modification.

SECTION 1.05 Mutuality of Benefit and Obligation

A. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot to which these Restrictions are made applicable and is intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots herein; to create reciprocal rights between the respective owners of all said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall operate as covenants running with the land for the benefit of each and all other lots in the community and the respective owner.

B. The restrictions set forth herein are intended to be ~~self-explanatory~~ and consistent with the concept of a private- gated, community. The intent of this section is to enhance the natural beauty of River Run Plantation, to preserve the quality of life for each and all lot owners or residents, and as a result, ensure that property values are maintained.

ARTICLE II DEFINITIONS

The terms defined below are found throughout this document and are identified by an asterisk (*) at the location of the first use.

ARC: Architectural Review Committee.

Architectural Review Committee Guidelines (ARC Guidelines): Rules for property owners and ARC Committee.

Association: The River Run Plantation, Inc. Board of Directors and members.

Bylaws: The rules and procedures for how a nonprofit corporation will operate and be governed.

Build to rent or lease: Dwellings built in River Run Plantation by an individual, corporation or entity with the intent to rent or lease to a tenant upon completion.

Bush Hogging: The clearing of weeds, brush, and saplings from front to back property lines and side to side property lines of an unimproved lot. Also includes the removal of vines and downed trees and limbs.

Combined Lot: Two or more lots are legally bound together by deed to create one building lot.

Common Areas: All parcels or tracts of land owned and maintained by the POA through recorded deed and for use by owner/members of the POA.

Common elements: Any real estate within a community owned or leased by the association, other than a lot.

Declaration /Covenants: A legal obligation imposed in a deed by the seller upon the buyer of real estate to do or not to do something.

Designated Parking Area: Area designated for parking of motor vehicles, recreational vehicles and boats and other watercraft. The area must be defined by landscape timbers, small shrubs, rocks or other permanently installed materials but may be left natural or paved with gravel, asphalt or concrete. It must be approved by ARC.

Developer: Ocean Side Corporation.

Double-wide Dwelling: A manufactured dwelling no more than 32 feet in width.

Driveway: Area designated for the entry of motorized vehicles, recreational vehicles, and/or personal watercraft to a lot and/or garage.

Executive Board: the body, regardless of name, designated in the Declaration to act on behalf of the association.

Firewise USA: a national program designed to inform residents and property owners of the dangers of wildfire and procedures to follow to keep life and property safe. River Run Plantation became North Carolina's first Firewise USA community in 2003.

Front elevation: The straight-on view of the dwelling as if you were looking at it from a spot on the front yard. Also called an "entry elevation," the front elevation shows dwelling features such as entry doors, windows, the front porch, roof design, and any items that protrude from the dwelling, such as side porches or chimneys.

Front Street: That portion of a roadway in front of the lot and facing the postal address running from one lot boundary to the other.

Governing Body: The Board of Directors and elected station representatives.

Governing Documents: The Declaration, ARC Guidelines, Bylaws, Articles of Incorporation and all Rules and Regulations adopted by the Board of Directors.

Grandfathered: Actions taken in the past and not subject to new rules.

Improved Lot: A lot on which a dwelling has been constructed or placed.

Member in Good Standing: A property owner who has no outstanding dues, fines, or liens.

Modular dwelling: A dwelling that has been factory built and assembled on the building lot.

Motorized vehicle: Any driven vehicle operated by a motor or engine.

On Site Stick Built Dwelling: Dwelling built primarily at the location where it will be inhabited.

Operating Expenses: Those ongoing payments of monthly or annual charges for third party expenses related to the operation of River Run Plantation, which includes, but is not limited to, payments to third party contractors, monthly utilities and full or part-time employee wages, insurance, etc.

Personal Watercraft: Includes boats with inboard or outboard motors, sailboats, canoes, jet skis, rafts, and kayaks.

POA: River Run Plantation Property Owner's Association.

POA Member: Lot owner who holds the title or deed to a property located within River Run Plantation.

Rear Yard: That portion of the lot extending across the full width of the lot between the rear property line and the nearest line of the dwelling or any portion thereof.

Recreational Vehicle: a motor vehicle or trailer which includes (1) living quarters designed for accommodation, and (2) motorhomes, campervans, travel trailers and camper trailers, fifth-wheel trailers, popup campers and truck campers.

Reserve Account: Separate account for replacement of existing roadways, amenities and any future amenities within River Run Plantation.

River Run Plantation: Current name for what was formerly known as Pier 66 Subdivision, also known as RRP, and is a non-profit North Carolina Corporation.

Rules and Regulations: Specific governing document referenced in the Master Declaration or Bylaws that may need to be revised time due to various changes within the community. Rules and Regulations can be amended at a regular meeting of the Board of Directors, however such amendment may not be adopted or denied at the meeting of introduction.

Setback: Distance of permanent structures from the front property line.

Side Property Line: Distance of permanent structures from side of lot.

Speculative (Spec) homes: Dwellings built in River Run Plantation by an individual, corporation or entity with the intent of immediate sale before or upon completion of construction or placement.

Single-wide Dwelling: A manufactured dwelling no more than 16 feet in width.

Tree: A perennial woody plant that has many secondary branches supported clear off the ground on a single main stem or trunk.

Unimproved Lot: A single tax parcel or separately platted lot and on which construction or placement of a dwelling or Association amenity has not commenced.

ARTICLE III PROPERTY OWNER'S ASSOCIATION

SECTION 3.01 Formation

A. All rights, duties and obligation described herein for Ocean Side Corporation were transferred to and assumed by River Run Plantation Property Owners' Association (POA*) upon Its legal formation, and the Association* succeeded to the rights conferred upon Ocean Side Corporation herein as well as the duties and responsibilities of Ocean Side Corporation described herein.

B. The Master Declaration* and Amendments thereto recited in the preamble to this 2021

Consolidated Master Declaration identified the subdivision as Pier 66. The Amendment appearing in Deed Book 605, Page 237 changed the name of the subdivision to River Run Plantation; therefore, this 2021 Consolidated Master Declaration in all respects refers to the name as River Run Plantation. The description in deeds of conveyance shall refer to and identify the subdivision as River Run Plantation (formerly designated as Pier 66); however, a description referring only to Pier 66 with correct map and block reference shall not be invalid.

SECTION 3.02 Purpose

The general purpose of the Association shall be to further promote the welfare of property owners in the community.

SECTION 3.03 Membership

Every person upon acquiring title to any lot subject to these covenants and condition shall automatically become a member of River Run Plantation Property Owners' Association. The corporation shall be a North Carolina non-profit corporation and shall be generally referred to as the Association. Every person who holds title to any lot shall remain a member as long as he or she is owner of such lot.

ARTICLE IV POWERS, RIGHTS and RESPONSIBILITIES of the ASSOCIATION

The Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that that belong to it by operation of law, necessary and proper for the governance and operation of the association, including, but not limited to the following:

SECTION 4.01 Operation of the Association

A. Adopt, amend, enforce, and follow the provisions of the By-Laws, Rules and Regulations, and Master Declaration necessary to:
   1. Regulate the use, maintenance, repair, replacement, and modification of Common Elements*;
   2. Regulate the use and enjoyment, maintenance, repair, upkeep, modification, and replacement of the private streets and recreational facilities within the community and such other properties as it may from time to time be entitled to use or own;
   3. State speed limits and limit access to the streets only to the property owners, their guests and invitees.

B. Hire and discharge managing agents and other employees, agents, and independent contractors;

C. Conduct a meeting of the Association at least once each year, and special meetings and meetings of the Executive Board* as provided in the Bylaws. At regular intervals, the executive board meeting shall provide lot owners an opportunity to attend a portion of an

executive board meeting and to speak to the executive board about their issues or concerns. The executive board may place reasonable restrictions on the number of persons who speak on each side of an issue and may place reasonable time restrictions on persons who speak. Meetings of the Association and Executive Board shall be conducted in accordance with the most recent edition of Robert's Rules of Order Newly Revised.

D. Exercise all other powers that may be exercised in this State by legal entities of the same type as the association.

SECTION 4.02 Fees, and Fines

A. Impose reasonable charges not to exceed the greater of twenty dollars ($20.00) per month or ten percent (10%) of any assessment installment unpaid and, after notice and an opportunity to be heard, suspend privileges or services provided by the Association (except rights of access to lots) during any period that assessments or other amounts due and owed to the Association remain unpaid for 30 days or longer.

B. After notice and an opportunity to be heard, may impose reasonable fines or suspend privileges or services provided by the association (except rights of access to lots) for reasonable periods for violations of the declaration, bylaws, and rules and regulations of the Association.

C. Impose reasonable charges in connection with the preparation and recordation of documents, including, without limitation, amendments to the declaration or statements of unpaid assessments.

D. In an action to enforce provisions of the Master Declaration, Bylaws, or Rules and Regulations, the court may award reasonable attorney's fees to the prevailing party.

SECTION 4.03 Easements

A. An easement for the use and enjoyment of each of the streets is reserved to Ocean Side Corporation, its successors and assigns; to the persons who are, from time to time, members of the River Run Plantation Property Owners' Association, Inc.; to the residents, tenants and occupants of all residential structures that may be erected or placed within the boundaries of the community; and to the invites of all the aforementioned persons; the use of which shall be subject to such rules and regulations as may be proscribed by Ocean Side Corporation or the Association, when the Association is organized and becomes the owner of the facility or property involved Ocean Side Corporation or the Association, its successors may dedicate the streets to the public authority if it so desires.

B. The Association reserves a 25-foot easement across the rear of all lots adjacent to any lake or pond for the purpose of maintenance of the shoreline.

SECTION 4.04 Financial

A. Adopt and amend budgets for revenues, operating expenses*, reserve accounts*, and collect assessments for common expenses from lot owners;

B. Assign its right to future income, including the right to receive common expense assessments;

C. Make contracts and incur liabilities;

D. Institute, defend, or intervene in litigation or administrative proceedings on matters affecting the community.

ARTICLE V ASSESSMENTS

SECTION 5.01 Creation of the Lien and Personal Obligation

A. The annual assessment described in these Restrictions shall constitute a personal obligation of the lot owner and be a lien on every lot and shall be collectable by the Association or its designee; and such lien until paid shall run with the lot upon subsequent transfer by the owner.

B. The lien of a mortgage or deed of trust representing a first lien upon any lot for the purpose of permanent financing and/or constructing a dwelling or other improvement thereon recorded in accordance with the applicable state laws, shall be from the date of recondition, superior to any and all such liens provided for herein.

SECTION 5.02 Annual Assessment

A. Annual assessments shall be levied at a uniform rate per lot and as specified in Article VII, Section 7.02 of this Master Declaration and shall be paid in such manner and on such dates as may be set by the Board of Directors.

B. In establishing the annual assessment for any assessment year, the Board of Directors shall consider all current costs and expenses of the Association, any accrued debts, and reserves for future needs.

C. If any common expense is caused by the negligence or misconduct of any lot owner, the Association may assess that expense exclusively to that lot owner.

SECTION 5.03 Annual Road Impact Fee

An annual road impact fee, payable by all POA members*, shall be levied at a uniform rate per lot and as specified in Section 7.02(A2) of this Master Declaration.

SECTION 5.04 Special Assessments

The Board of Directors of the Property Owner's Association may impose special assessments

provided two-thirds of the Board of Directors vote for the proposed assessment at two regular meetings; and further that at least sixty percent (60%) of the property owners vote in writing for the proposed special assessment. All assessments shall constitute a personal obligation of the lot owner and also a lien against the lot assessed.

SECTION 5.05 Non-Payment of Assessment

A. The Association may cause a notice of delinquency to be given to any of its members who have not paid the annual assessment within ten (10) days of the due date.

B. Any such charge which is not paid when due shall bear interest from date of delinquency at the rate of 10% per annum. Should the Association or its designee have to sue for collection of any unpaid charge, it shall be entitled to collect the charge, plus interest at the rate of 10% per annum, court costs, and reasonable attorney fees. The Association shall upon demand furnish a written statement that the charges on a specific lot have or have not been paid, as the case may be. Such written statement shall be conclusive evidence of payment of any charges therein stated to have been paid.

C. If the assessment is not paid within thirty (30) days, a lien shall be attached and, after notice and an opportunity for a hearing, a late payment charge not to exceed the greater of twenty dollars ($20.00) per month or ten percent (10%) of an installment unpaid, all late charges, all costs of collection including, without limitation, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. No fewer than 15 days prior to filing the lien, the association shall mail a statement of the assessment amount due by first-class mail to the physical address of the lot and the lot owner's address of record with the association and, if different, to the address for the lot owner shown on the county tax records for the lot. If the lot owner is a corporation or limited liability company, the statement shall also be sent by first-class mail to the mailing address of the registered agent for the corporation or limited liability company. If the lot owner pays the outstanding balance within 15 days of the mailing of the notice, attorney's fees, costs and expenses are waived.

D. Processing of the lien, associated documentation, and attorneys' fees shall be in accordance with North Carolina General Statute 47F-3-116(c), (d), (e), (f), and (g).

E. In the event that the assessment remains unpaid after ninety (90) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien.

F. A claim of lien securing a debt consisting solely of fines imposed by the Association, interest on unpaid fines, or attorneys' fees incurred by the Association solely associated with fines imposed by the Association may only be enforced by judicial foreclosure, as provided in Article 29A of Chapter 1 of the General Statutes. In addition, an Association shall not levy, charge, or attempt to collect a service, collection, consulting, or administration fee from any lot owner unless the fee is expressly allowed in the declaration, and any claim of lien securing a debt consisting solely of these fees may only be enforced by judicial foreclosure, as provided in Article 29A of Chapter 1 of the General Statutes.

G. The Board of Directors, at their sole discretion, may agree to allow payment of an outstanding balance in installments. Reasonable administrative fees, excluding any attorney's fees, may be added to the outstanding balance and included in installment payments.

H. Where the holder of a first mortgage or first deed of trust or other purchaser of a lot obtains title to the lot as a result of foreclosure of a first mortgage or first deed of trust, the purchaser and its heirs, successors, and assigns shall not be liable for the assessments against the lot which became due prior to the acquisition of title to the lot by the purchaser.

SECTION 5.06 Capital Assessment

For all property sales in River Run, a charge, in an amount set by the Board of Directors, will be assigned to the purchaser. The assessment will be payable to River Run Plantation at the time of closing. The funds will be placed in a separate Reserve Account, to be used only for Special Projects, to be determined by the Board of Directors.

ARTICLE VI MAINTENANCE

SECTION 6.01 Association Responsibility

A. All Association common areas*, excluding buffer zones, shall be kept clear of all dead trees, dead limbs, vines, debris and undergrowth taller than six (6) inches annually by either bush hogging and/or hand cutting, with such method of clearing and maintaining determined by the BOD depending upon whether the common area is in a flood plain or not.

B. Buffer zones should be kept clear of dead trees, dead limbs, vines, debris, and undergrowth taller than six (6) inches on an as needed basis and in accordance with an annual review and recommendation by the Firewise* Committee or Board of Directors.

C. The Board of Directors of River Run Plantation shall establish an annual maintenance schedule for all improvements within the common areas and for all amenities.

D. If damage is inflicted on any lot by an agent of the Association in the scope of the agent's activities as such agent, the Association is liable to repair such damage or to reimburse the lot owner for the cost of repairing such damage. The Association shall also be liable for any losses to the lot owner.

SECTION 6.02 Owner Responsibility

A. The owner of each lot shall keep the lot and the buildings and other improvements in good order, repair and appearance. All yards shall be maintained in a neat, uncluttered manner that does not distract from the overall character of the community. Any permanent ornamental lawn decorations must be in keeping with the overall character of the community. Decorations for holidays may be installed thirty (30) days prior, with removal no later than thirty (30) days following the holiday.

B. In the event a lot owner fails to maintain the lot and the improvements thereon, the Association,
   1. after written notice to the owner and a hearing, shall have the right to issue a fine as provided in these restrictions, and
   2. after written notice to the lot owner, shall have the right to enter the premises to remove unattractive growth, fallen trees*, damaged tree limbs, rubbish or debris and to perform any other work as is reasonably required to restore the lot and improvements to a condition of good order, repair and appearance.

C. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the lot owner. All reimbursed costs shall be a lien upon the lot until reimbursement is made and shall bear interest at the current judgment rate of interest for North Carolina, or at the rate of eight (8) percent per year, whichever is higher. The Association may collect the lien like any other assessment lien created under the Restrictions.

D. Lot owners who have landscaped their property, or maintain a front lawn area abutting the roadway, including the common area strip, generally 3 to 10 feet from the roadway, shall maintain their entire property to the paved roadway. The ownership of any common area, so maintained by the property owner remains that of the Association and any plantings there are done at the owner's own risk.

E. Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt by owner and all debris removed and the lot restored to a neat and uncluttered condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than six (6) months.

F. Dwellings shall only be removed from lots in Station 2 and 3 with prior consent and approval by the Association. Nothing herein shall preclude a lien holder from removing the dwelling if the lien holder has acquired a court order for such removal and with prior notification to the Association.
   1. However, for any dwelling on any lot in Stations 2 and 3, which may have been removed from a lot due toforeclosure or other reasons, such lot shall be restored to its original neat and uncluttered condition as a vacant sellable lot within 30 days of the removal of a dwelling.
   2. Should the lot owner fail to comply with this provision, the Association or its designee shall have the right to enter the lot and remove the debris and charge a reasonable cost to the lot owner; and the cost of such removal shall constitute a lien on the lot in the same nature as ad valorem taxes.

G. All unimproved* lots shall be bush hogged every year unless the Board of Directors decides otherwise. It shall be the responsibility of all owners of unimproved lots to keep their lots fire safe by having the lot bush hogged and all vines removed from trees.

H. Each lot owner shall afford to the Association, and when necessary, to another lot owner, access through the lot owner's lot reasonably necessary for any maintenance, repair, or replacement activities.

I. If a lot owner is legally responsible for damage to any common element or amenity, the Association may direct such lot owner to repair such damage. The Association may make repairs and recover damages from the responsible lot owner.

ARTICLE VII PROPERTY RIGHTS and LIMITATIONS

SECTION 7.01 Exclusive Residential Use

A. Lots shall only be used for single-family residential purposes. The structures permitted to be erected, placed or remain on any lot are one (1) single-family residential dwelling and such outbuildings as are usually accessory to a single-family residential dwelling, including one garage and one utility building/shed, subject, to such additional limitations as may be set out in this amended Master Declaration and the ARC Guidelines*.

B. This does not apply to improvements and amenities on the common areas of the community or any adjacent and contiguous lots to the common areas acquired by River Run Plantation for such improvements and amenities.

C. Common areas that are not contiguous and were formerly residential lots may only be converted to an amenity after a vote of the membership. Approval of the change shall be valid only if at least 60% of the members voting by ballot approve it. The setback for any new amenity that adjoins a privately owned lot shall be fifteen (15) feet.

D. Business or commercial enterprises shall not be operated in River Run Plantation with the exception of home occupations, which are permitted, provided:
   1. Signs or advertisements are **not** visible from the exterior of the dwelling.
   2. The home-occupation does not emit noises or cause noxious fumes or otherwise irritate or become a nuisance to the normal residential environment of the community.
   3. Home-occupation does not create additional vehicular parking at the dwelling or on the premises.

E. No property within River Run and subject to the River Run Master Declaration may be rented for a period less than six consecutive months. All leases, including contact information, shall be provided to the management company within fourteen days of a new tenant's occupancy of a property. The owners of the property shall remain responsible for ensuring tenants abide by all of the Master Declaration's rules and the Association's regulations. The lease shall include language that advises the lessee that all terms of the Association's Master Declaration shall be complied with and enforced. The lease shall also provide within the terms a representation as to whether or not the Owner's access to all amenities shall be conveyed to the benefit of the lessee. If the lessee is vested with

the use of all amenities, the owner's use of same shall be suspended so long as the lease remains in effect. The financial terms of the lease may be excluded from the copy provided to the management company.

SECTION 7.02 Recombination of Lots

A. Lots shall not be subdivided, or boundary lines changed except with the written consent of the Association, however, the following methods of recombination of lots are specifically allowed without the consent of the Association, if all the specified conditions are met:

1. Any lot owner in any station may combine adjoining lots, with Brunswick County, North Carolina's issuance of a new deed, into one building lot. The new single building lot will pay annual assessments and road impact fees on each of the original lots and have full voting privileges for each of those lots.
   (a). Any lot owner may combine any two(2) adjoining lots into a single combined lot* for placement of one dwelling.
   (b). Any lot owner or two (2) lot owners may combine three (3) adjoining lots into two combined building lots of approximate equal size for placement of one dwelling on each combined lot, provided that all setback* requirements are met.
   (c). Any lot owner in Station 3 (single-wide dwellings*) may combine two (2) adjoining lots into one single combined lot for placement of one (1) double-wide unit parallel to the street, provided that all setback requirements are met.
   (d). Any lot owner or (2) two lot owners in Station 2 (double-wide dwellings) may combine three (3) adjoining lots into two (2) combined building lots of approximately equal size for placement of one double-wide unit parallel to the street on each combined lot, provided that all setback requirements are met.
   (e). All combined building lots must meet all requirements specified under the Brunswick County Zoning Ordinance and any and all other applicable government regulations. There shall, however, be no change on the amount of the lot assessment or voting rights of the lot owner until a dwelling is constructed across the original boundary lines of the lots so combined or split, so that an additional dwelling may not be built on each of the original lots. No combined building lot may be subsequently subdivided without the express written consent of the Association.
2. On January 1, following the creation of a combined building lot and after a dwelling has been constructed on the combined lot, the annual assessment and road impact fees due under Sections 5.02 and 5.03 of these restrictions shall be as follows:
   (a). A combined building lot consisting of two former lots shall pay one (1) annual assessment fee and two (2) road impact fees.
   (b). A combined building lot consisting of one and one half (1 ½) former lots shall pay one (1) annual assessment fee and one and one-half (1½) road impact fees.

B. An owner of a combined building lot consisting of either two (2) former lots or one-and one-half (1½) former lots shall be entitled to cast only one (1) vote under Article V of the bylaws.

C. Recombination of non-perking lots for the purpose of creating dues paying building lots requires Board of Directors review as to benefits to the Association and written approval on a case by case basis.

SECTION 7.03 Ownership, Use and Enjoyment of Streets and Amenities

A. Each of the streets in River Run Plantation now or hereafter designated on any plat of River Run Plantation is a private street; and every recreational facility, buffer area, common area, and other amenity within the community is a private facility or amenity; and neither Ocean Side Corporation's execution nor recording of the plat nor any other act of Ocean Side Corporation with respect to the property is, or is intended to be, or shall be construed as dedication to the public of any of said streets, recreational facilities, buffer, areas and amenities other than as reflected therein.

B. The ownership of the streets and recreational amenities within River Run Plantation shall be that of the Association or its successors, grantees or assigns; and the use of enjoyment thereof shall be on such terms and conditions as the Association, its successors, grantees or assigns, shall from time to time provide.

C. All owners, and any other person residing in the dwelling who can provide proof of residency in River Run, shall have the right to full access to, and use of, the common facilities and amenities provided the owner is a member in good standing*, with no outstanding dues, fines, or liens.

D. All tenants, and their children residing with them, shall have the right to full access to, and use of, the common facilities and amenities provided the owner is a member in good standing.

E. Any person residing in River Run for a period of less than one calendar month, shall be considered a "guest", and will therefore be required to follow any "guest" policies and procedures related to the use of the common facilities and amenities.

ARTICLE VIII RULES and REGULATIONS

SECTION 8.01 Development, Adoption, and Enforcement

A. In accordance with Section 4.01(A) of this Master Declaration, and Article II of the By-Laws, the Association shall be responsible for adopting, amending, promulgating and. enforcing such rules, regulations, restrictions, and policies as may be deemed proper regarding the use, occupancy, maintenance and operation of the common areas, facilities, streets, and properties within River Run Plantation.

B. Every lot owner is responsible for the actions of their tenant or guest and shall be jointly and severally liable for any fines incurred by their tenant or guest. Lot owners who lease their property shall provide the tenant or guest with a copy of the Restrictive Covenants visibly placed in the home. The Community Manager shall provide a copy of pertinent restrictions to all renters with the permit for use of POA facilities.

C. Proposed changes to rules, regulations, and policies shall be introduced at an open meeting of the Board of Directors, but not adopted or rejected at the meeting of introduction.

SECTION 8.02 General Prohibitions

A. Animals, livestock, or poultry of any description, except the usual household pets shall not be kept in any dwelling or on any lot.
   1. The household pet shall be kept in the dwelling or within a perimeter fence or enclosure so as not to be seen from the front street* and kept on a leash when off the owner's property and shall not be allowed to run loose in the community. Underground electronic fences may be used, provided the household pet is wearing the radio collar and is properly trained to stay within the electronic fence.
   2. Nothing herein shall prevent any lot owner from filing a complaint with the Brunswick County Animal Control Department against any other lot owners who fail to leash their animals in violation of the County leash ordinance.
   3. Any animal control officer of the County may enter the Association's property in furtherance of their official duty upon the request of the Association, the Property Manager, or any other lot owner.

B. Every fuel storage tank shall be buried below the surface of the ground or shielded by fencing or shrubbery. Every outdoor receptacle for trash, rubbish or garbage shall be shielded, or so placed and kept as not to be visible from the front street. Heating, ventilation, air conditioning units, and all other outdoor utilities shall be shielded or so placed and kept as not to be visible from the front street. All shields shall be of sufficient height, at the time of placement, so as to cover the object behind it as viewed from the front street.

C. All outdoor clothes poles, clotheslines, and similar equipment shall be so placed or shielded by shrubbery as not to be visible from the front street.

D. Noxious, offensive, or illegal activities shall not be carried out on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the community.

E. In order to enhance the scenic beauty of the community and to prevent distraction and clutter on the lots,
   1. The following signs shall not be permitted on any lot in River Run Plantation: for sale, for lease, for rent, and commercial or advertising signs. To accommodate the needs of realtors or owners, the Association will maintain a marquee in the entrance parking area facilitating the placement of sales fliers or brochures, etc. "Open House" days for RRP properties shall be allowed from time to time. The Rules and Regulations of the Board of Directors for such purpose shall be followed.
   2. The following signs shall be permitted, with prior written consent from the Association or its designee,
      (a). Such signs as may be required by legal proceedings, and
      (b). Not more than one professional security sign of such size as deemed reasonable by the ARC* (Architectural Review Committee).

3. No restriction on the use of land shall be construed to prohibit the indoor or outdoor display of a political sign by an association member on property owned exclusively by the member. The association may (i) prohibit the display of political signs earlier than 45 days before the day of the election and later than seven days after an election day, and (ii) regulate the size and number of political signs that may be placed on a member's property if the association's regulation is no more restrictive than any applicable city, town, or county ordinance that regulates the size and number of political signs on residential property. If the local government in which the property is located does not regulate the size and number of political signs on residential property, the association shall permit at least one political sign with the maximum dimensions of 24 inches by 24 inches on a member's property.

   (a). Therefore, individual lot owners shall be permitted to place one (1) political sign, no larger than 24"x 24" within their own property lines.
   (b). Any such signs may not be placed sooner than 45 days prior to election day and must be removed within seven (7) days of the closing of the election polls.

4. This restriction shall not apply to entry, directional, or other signs approved and installed by the Association.

F. Outside burning of wood, leaves, trash, garbage or household refuse shall not be permitted. Gas fired fire pits, wood burning fire pits that are screened with a maximum 1/8 inch mesh screen, and wood burning chimineas are permitted along with outside gas, wood or charcoal food grills and smokers.

G. Swimming, diving, or motorized boats other than battery-powered boats is not permitted on or in any of the lakes or ponds located within the community.

H. Vegetable gardens are not permitted in the front yard of improved lots*.

SECTION 8.03 Motor Vehicle Restrictions

A. Operation of Motorized Vehicles* within River Run Plantation:
   1. The operation of motorized vehicles, of any kind shall be restricted to individuals who hold a valid driver's license. All golf carts operated within River Run Plantation must be registered with the POA Community Manager. Registered golf carts shall display a sticker approved by the Board of Directors. All golf carts shall use lights after dark.
   2. Specifically prohibited from general roaming among the streets, roadways and vacant lots in RRP are go-carts, riding lawn mowers, ATV's and any vehicle that produces excessive noise.
   3. Operators of all vehicles shall comply with posted speed limits and any other traffic control signs or devices.
   4. Any vehicle, whether motorized or not, shall be operated safely and in a manner which poses no risk to any person or property within RRP.
   5. The Association reserves the right to levy fines upon any offender of these restrictions, or

upon property owner or resident whose guest is the offender, in accordance with the provisions of this amended Master Declaration.

6. Furthermore, any offender of these restrictions who is not a property owner, or a resident, or a guest of a property owner or resident, shall be subject to such legal recourse as deemed appropriate by the Association or its designee.

B. Vehicle Parking:

1. Motor vehicles shall not be parked on any lot unless parked in a garage, or a driveway* or designated parking area*, except for private special events of limited duration.
2. Only perpendicular crossing of the common area is permitted to access the driveway. No crossing of the roadway center island is permitted to access the driveway.
3. Vehicles shall not be parked on any street or on any other common property not designated for parking in the subdivision. No truck larger than that described as a one-ton pick-up truck shall be parked for longer than twenty-four (24) hours on any lot in such a manner as to be visible to occupants of other lots or users of any streets or Association recreational area. A limited exception to this restriction shall be allowed for temporary parking of construction vehicles, including workers private cars, on Common Area along road within a reasonable distance from the construction site. Construction vehicles, including worker's personal vehicles, shall not be parked on the Common Areas in front of another member's dwelling.
4. Unregistered, stripped, partially wrecked, or junk vehicles, or parts thereof, shall not be permitted to be parked or kept on any street or lot.

C. Watercraft and RV Parking

1. Personal watercraft*, recreational vehicles*, or any type of trailer shall not be parked or stored on any lot unless located within a garage or adjacent to or adjoining the back of the dwelling, so that it is not visible from the front street. Placing such items at the back of a single-wide dwelling, of limited width, shall not be a violation of this requirement and may be partially seen from the front street property corners.
2. There are four limited exceptions to this restriction:
   (a). Such items may be temporarily parked-in a driveway the night before it is used in order to pack or prepare for use. It may also be temporarily parked in a driveway after use until noon on the following day in order to clean or make minor repairs.
   (b). Such items may be temporarily parked in a driveway for a period of time, not to exceed 48 hours, if repairs are actively being made. However, no more than two (2) such non-consecutive 48-hour periods are permitted in any single calendar month, and may not be within the same seven (7) day period.
   (c). One personal watercraft, or recreational vehicle may be parked or stored on an owner's driveway or lot on weekends from the 1st weekend of April until the last weekend of October. In addition, they may be parked in the driveway for Thanksgiving weekend, Christmas weekend. New Year's weekend and the entire week that includes the fourth of July. The weekend is defined as beginning at 6:00am Friday until 9:00pm the following Monday.
   (d). Living in a recreational vehicle while it is parked in the driveway is prohibited and all gear from such vehicle must be contained within the vehicle.

3. A violation of this restriction shall be addressed with the lot owner per Section 8.04 of this Master Declaration regardless of whether the violation is the result of actions by the lot owner, renter, or guest.

SECTION 8.04 Fines and Hearings

A. In order to secure compliance by non-complying lot owners and minimize the Association's legal expenses, the Association or its designee is authorized to fine lot owners for violations of the Restrictions and Rules and Regulations of the Association. The maximum fine for a single violation shall not exceed $100.00 per day or per occurrence, except as noted below.

B. In determining the amount of any fine, the Board shall
   1. Consider all relevant evidence including the nature and impact of the violation caused River Run Plantation and
   2. Prior violations authorized elsewhere under these restrictions.

C. Before imposing any fine the Association or its designee shall provide written notification to the lot owner of the violation and provide the lot owner an opportunity for a hearing before the Executive Board of the Association, or an adjudicatory panel appointed by the Board, to contest the fine and present evidence.

D. Any adjudicatory panel appointed by the executive board shall be composed of members of the association who are neither officers of the association nor members of the Executive Board.

E. Notice of the hearing decision shall be in writing. Any fine imposed shall be the personal obligation of the violator and shall constitute a lien against the lot owned by the violator. The lien may be collected by the Association or its designee like any other assessment lien created under these Restrictions.

F. The Executive Board, or adjudicatory panel, shall determine if the lot owner should be fined or if community privileges or services should be suspended pursuant to the powers granted to the association.

G. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars ($100.00) may be imposed for the violation and without further hearing, for each day more than five days after the decision that the violation occurs. Such fines shall be assessments secured by liens under G.S. 47F-3-116.

H. If it is decided that a suspension of community privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is resolved. The lot owner may appeal the decision of an adjudicatory panel to the full Board of Directors by delivering written notice of appeal to the executive board within 15 days after the date of the decision. The Board may affirm, vacate, or modify the prior decision of the adjudicatory body.

I. All unpaid fines shall bear interest from date of notice thereof at the rate of ten percent (10%) per year. If the Association must resort to legal action to enforce any provision of these Restrictions, the Association or its designee shall be entitled to recover, in addition to the amount of any fine and interest, all its costs and attorney's fees incurred in enforcing these Restrictions. All such unpaid charges shall be the personal obligation of the violator and shall constitute a lien against the lot owned by the violator. The lien may be collected by the Association or its designee like any other assessment lien created under these Restrictions.

ARTICLE IX ARCHITECTURAL DESIGN STANDARDS

SECTION 9.01 Architectural Review Committee Guidelines

A. The Board of Directors shall establish written architectural and aesthetic guidelines (herein called "ARC Guidelines") to be used by the Architectural Review Committee (hereinafter called ARC) in reviewing all plans and details submitted for ARC approval for building properties in any and all of the seven stations. Copies of such "ARC Guidelines" may be obtained from the ARC or the property manager upon request.

B. The "ARC Guidelines" shall clarify the intent of the Covenants, Conditions, and Restrictions, outline necessary permit and approval procedures, and, as such may be subject to revision or amendment by the Board of Directors.
   1. The Board of Directors shall update such guidelines to assure compliance with the intent of this Master Declaration and amendments thereof.
   2. Proposed changes to the "ARC Guidelines" shall be introduced at an open meeting of the Board of Directors, but not adopted or rejected at the meeting of introduction.

SECTION 9.02 Permits and Fees

A. Prior to commencement of construction, a building permit must be obtained from the ARC and upon completion a Certificate of Completion shall be obtained from the ARC. The Association shall have the right to inspect all construction to ensure that the structure is in accordance with approved plans, specifications and details. No structure or improvement shall be made unless it conforms strictly to the approved plans, specifications and details. These required certificates are in addition to those required by the local, county, or state authorities.

B. As part of the building permit application, the owner must submit, if needed, plans for installing a culvert and covering the drainage ditch where his/her driveway is to cross the drainage ditch between the roadway and his/her lot. The cost of the culvert and covering is to be borne by the owner and the construction specifications must meet the Association or its designee's approval. The culvert must be installed before any construction may begin on the lot. Nothing herein shall require the Association or its designee to undertake or finance any erosion or surface water drainage control measures.

C. Dwellings shall not be occupied until the same has been substantially completed in accordance with its plans and specifications, and a Certificate of Occupancy has been issued by the County Building Inspector. The Association Certificate of Completion shall be issued after all conditions have been met, including, but not limited to, a County Certificate of Occupancy, the completion of the exterior, grading and driveway completion and landscaping and planting completion.

D. There shall be paid a fee for services performed by the Association in considering all plans and specifications for building permits and any other actions requiring approval by ARC. The fee shall be payable to the Property Owners' Association and the fee may be set by the Property Owners' Association or its designee as it deems appropriate considering its expense in administering the plan review. This fee must be paid before a building permit will be issued and construction started. There will be no fee for the Certificate of Completion unless the Certificate of Completion is denied for failure to follow approved plans and specifications. If further inspections are necessary for issuance of an occupancy permit, a fee set by the Association or its designee shall be paid for each subsequent necessary inspection after the first. This fee must be paid before issuance of the Certificate of Completion and no dwelling may be occupied until a County Occupancy Permit is obtained.

E. The electric utility supplier providing electricity to the lot shall not hook up and provide the permanent primary electric service to any residence located on any lot within any area of the subdivision until the owner thereof has obtained a County Certificate of Occupancy from the Association or its designee and presented it to the electricity provider.

SECTION 9.03 Building Plan Approval

A. There shall be submitted to the Association or its designee two (2) complete sets of the final plans and specification for any and all proposed improvements, the erection or alteration of which is desired;

B. Structures or external improvements of any kind shall not be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications thereof have received such written approval as herein provided.

C. Such plans shall include plot plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape plans and shall be compatible with the "ARC Guidelines" and the surrounding dwellings in the community.

D. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed locations thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any external remodeling, reconstruction, alterations, or

additions thereof on any lot shall be subject to and shall require the written approval of the Association or its designee before any such work iscommenced.

E. Each new dwelling built in Stations 1,4,5,6, and 7 shall be of individual design with the front elevations* not being duplicated within the community. The ARC shall review each design application and determine if it complements the surrounding dwellings in the community, with the goal being to avoid the appearance of a community of prefabricated or tract-home construction. Therefore, dwellings that duplicate front elevations will not be approved.

F. The Association or Its designee shall have the right to disapprove any plans, specifications, or details or any proposed improvement plans, specifications or details submitted to it in the event the,
   1. plans are not in-accordance with any of the provisions of this Master Declaration, the "ARC Guidelines" or the general plan of the lots,
   2. design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structure,
   3. plans and specifications submitted are incomplete, or
   4. Association or its designee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof.

G. In the event of a disapproval, the owner member shall be informed in writing explaining the specific requirements not met and be provided with the appeal process as detailed in the "ARC Guidelines".

SECTION 9.04 Timelines

A. The Association, or its designee, shall approve or disapprove the plans, specifications, and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Association or its designee for its permanent files.

B. Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, and within the time frame as outlined in the "ARC Guidelines".

SECTION 9.05 Dwellings

A. Types of Dwellings:
   1. On-Site stick-built dwellings* are permitted in all stations.
   2. Double-wide manufactured dwellings may be placed only in station 2 or on combined lots in station 3.
   3. Single-wide manufactured dwellings are permitted only in station 3.
   4. Modular dwellings* are permitted in all stations.

B. Size and Placement of Dwellings and Structures

1. Dwellings shall have a minimum square footage of fully enclosed, heated and cooled floor area devoted to living purposes (exclusive of roofed and unroofed porches, sundecks, patios, terraces, carports, and other buildings) as follows:
   (a). Station 1, 1250 square feet;
   (b). Station 2, 1120 square feet;
   (c). Station 3, 840 square feet;
   (d). Station 4, 1250 square feet;
   (e). Station 5, 1450 square feet;
   (f). Station 6, 1450 square feet; and,
   (g). Station 7, 1500 square feet.
2. Due to access and road limitations at River Run Plantation, the maximum size of one-half of a double-wide shall not exceed 16 feet by 76 feet of fully enclosed floor area and shall be limited to a height of 14 feet 6 inches; the maximum size of a single-wide shall not exceed 16 feet by 76 feet of fully enclosed floor area and shall be limited to a height of 14 feet 6 inches.

3. The minimum setbacks for all dwellings in all Stations, as established by the developer prior to 1992 and carried forward in the "ARC Guidelines" shall be seven and a half (7.5) feet, measured from the side property lines* to the foundation of buildings, or attached decks, porches, steps, heating and air conditioner units as well as surface placed gas-tanks, trash receptacle enclosures or similar permanent fixtures, and fifteen (15) feet from the side street property line on corner lots. The front setback of the dwelling shall be a minimum thirty (30) feet from the front property line and generally shall conform to the setbacks of adjacent or adjoining properties. Setback from the rear property line for placement of a dwelling, shed, or garage shall be 9 feet.
4. Final placement of the dwelling on the lot shall be established by the ARC and shall generally conform to the setback of adjoining properties. Where practical, double-wide dwellings shall be placed with the length of the home generally parallel with the street. Where practical, single-wide dwellings shall be placed perpendicular to the street and generally parallel to the side property line.

C. Types of Materials

1. All structures constructed or placed on any lot shall be built of substantially new material, and no used structures shall be relocated or placed on any such lot.
2. Exterior building materials for all dwellings, garages, and other out-buildings may be brick, stone, poured concrete with color finish, vinyl, metal with color finish, hardy plank or similar construction materials, cinder-block with stucco color coat finish and hurricane glass, except that in Stations 1, 4, 5, 6 & 7 no exterior siding shall be vinyl, metal, or engineered wood.
3. Roofing materials in all stations must be approved by Brunswick County, North Carolina. Colors and styles will be determined in accordance with the "ARC Guidelines".

D. Special Set-Up and Construction Requirements

1. Some of these lots adjoining the Lockwood Folly River and the creeks extending there

from are within flood prone areas and are, therefore, subject to special building requirements. In all such areas the dwelling must be erected on a foundation of sufficient height to place the main habitable floor area above the 100-year flood plain level as established by the appropriate authorities. Any construction underneath the main habitable floor shall be of breakaway construction and shall not generally be used for habitable purposes.

2. All single and double-wide dwellings must be:
   (a). Factory manufactured and shall be new at the time of placement on any lot.
   (b). Set up on double-block foundations, and underpinned with brick. A certificate of completion will be issued by the Association or its designee when the dwelling has been properly underpinned, and all other Association requirements have been met.
   (c). Storm-tied and anchored securely, and such anchoring must be approved as part of the general approval of the dwelling on the lot by the Association or its designee.

3. All single-wide and double-wide dwellings shall be titled in the name of the lot owner(s) of record with the recorded deed and as registered on the lot owner rolls of the community, unless the title to such unit is surrendered to the Division of Motor Vehicles and the owners of the unit and lot execute and record an appropriate affidavit that the unit is to be treated as permanently attached to the real estate and taxed as real estate by Brunswick County and not as personal property. If so permanently attached, then the tongue, wheels and axles of the unit must be removed.

E. Model Homes

Structures erected upon any lot may not be used as a model exhibit or dwelling unless prior written permission to do so shall have been obtained from the Association or its designee, but nothing herein shall preclude a lot owner from having an "open house" for viewing of a dwelling for sale.

F. Speculative (Spec) Homes and Build to Rent or Lease Homes

Owners/Builders of these types of homes shall be limited to constructing one home at a time. All ARC Guidelines shall be enforced for either type of construction.

This Guideline shall apply to all property owners having title to one or more lots in any Station of River Run.

Any lot owner having title to a lot may receive a permit to build one Spec home. The lot owner shall not be entitled to receive a building permit for an additional home construction until the home has received a certificate of occupancy from the County, the ARC has certified compliance with the guidelines and has been provided with a closing statement for a Spec Home.

Any lot owner having title to a lot may receive a permit to build one rent to lease home. The lot owner shall not be entitled to receive a building permit for any additional home construction until the home has received a certificate of occupancy from the County, the ARC has certified compliance with the guidelines and has been provided with a closing statement for the Spec Home. No additional building will be approved until the ARC has been provided with a lease of

a minimum of 6 months for a Build to Rent or Lease Home.

Any individual or entity having title to more than one lot within River Run shall be authorized or permitted to only build one Spec Home or one Build to Rent or Lease Home concurrently.

No "Model Homes" shall be permitted.

SECTION 9.06 Other Structures

A. Garages

All dwellings may have one (1) garage of up to 600 square feet or one third (1/3) the square footage of the dwelling, whichever is greater, but not less than 264 square feet. An exception to this size limitation may be made when the garage is located under the dwelling, in which case it may not exceed the footprint of the dwelling itself. The garage shall match the architectural style of the main dwelling, have matching roof, eaves, overhang, and coloring. Attached garages shall have the same sidewall material as the main dwelling. Garages shall be on either a cement slab or other permanent foundation. Hurricane tie-downs shall be internal (no external straps). Final placement of the garage on the lot shall be as established by the ARC and shall generally conform to the set back of adjoining properties. Setback from the rear property line for placement of a garage shall be 9 feet.

B. Fences, Shields and Enclosures

Installation of fences and enclosures must be approved by the Association or its designee before construction begins. Such fences and enclosures must be maintained in a good state of repair so as not to detract from the surroundings.

1. "Privacy Shields" shall be authorized by the ARC only for shielding of decks, outdoor showers, spas, patios, and hot tubs in the rear or side of the dwelling. "Privacy shields" may be erected on the lots in all stations in the community, provided that such shields are constructed of wood or have a wood-like appearance, are placed so that the setback requirements of the Master Declaration are maintained and are constructed and designed to blend with the general surroundings of the lot. Privacy shields shall not exceed 7 feet in height measured from the ground or deck floor. When placed around a deck, patio, spa or hot tub a privacy shield shall be placed within one (1) foot of the item.

2. "Perimeter Fences" shall be placed no more than two (2) feet from a property line and must be within the property owner's lot line. The fence may not be over four (4) feet high from the ground level and may enclose only the rear yard. Such fences may be post and rail, split rail or picket fences (spaced a minimum of three and one half (3.5) inches apart) and must be constructed of wood or wood like material, vinyl or precast metal and may enclose only the rear yard. In certain instances, in Stations 2 and 3, the fence may come down one side to the side entrance of the dwelling. No fence may enclose any portion of the front yard. No chain link fence is allowed as a perimeter fence.
3. "Small Enclosure Fences" such as used to enclose gardens shall not exceed four (4) feet in height and may be up to 300 square feet. The enclosure shall only be located in the rear of the dwelling, so as not to be seen from the front street, and must be constructed

of wood or wood like material, vinyl or precast metal.

4. Other small enclosures may be added adjacent to or adjoining the back of the dwelling so as not to be seen from the front street and shall not exceed 100 square feet and four (4) feet in height and must be constructed of wood or wood like material vinyl or precast metal.
5. Small unobtrusive enclosure fences to retain a dog, shall not exceed six (6) feet in height, and may not exceed 100 square feet, and shall be constructed of wood, wood like material, vinyl or precast metal or with chain link material. A top for the enclosure, made of wire, may be necessary to contain larger dogs. The enclosure shall be located at the back of the dwelling so as not to be seen from the front street.

C. Sundecks, Patios, Porches and Terraces

1. Sundecks, patios, terraces and porches shall be allowed in all Stations, provided they are constructed to blend with the surrounding area.
2. Front Entrance decks for single-wide dwellings shall be a minimum of four (4) feet by four (4) feet and front entrance porches double-wide dwellings shall be a minimum six (6) feet by eight (8) feet. In addition, a deck or porch is required for each exit door that is eighteen (18) inches or more above grade and shall-be a minimum of four (4) feet by four (4) feet.

D. Utility Buildings/Sheds

One utility building/shed shall be permitted on each lot. It must match the architectural style of the main dwelling, have matching roof, eaves, overhang, and coloring. Sheds shall be on either a cement slab or other permanent foundation. Hurricane tie-downs shall be internal (no external straps). The utility building/shed size shall not exceed 144 square feet in Station 3, or 200 square feet in all other Stations. The exact placement of the utility building will be under the supervision of the ARC. Setback from the rear property line for placement of a utility building/shed shall be 9 feet, setback from the side property line shall be 7.5 feet.

E. Temporary Structures

Temporary dwellings, trailers, tents, garages, or other outbuildings shall not be placed or erected on any lot. However, the Association or its designee may grant permission for any such temporary structures for storage of materials during construction. Such temporary structures as may be approved shall not be used at any time as a dwelling place. An exception to this restriction shall allow a tent to be erected, behind a dwelling, so as not to be seen from the front street, for the purpose of the property owner to have a party. The tent may be erected from 5:00pm on Friday until 6:00pm the following Sunday.

SECTION 9.07 Previous Improvements

A. All improvements constructed upon any of the lots along with all combining of lots, including the granting of variances by previous Boards of Directors are hereby ratified and approved and are grandfathered* as currently constructed. Such improvements and variances are not binding and do not constitute waiver by the Association on future requests made by lot owners and considered by the Association or its designee.

B. In the event of total loss of the structure by demolition, misuse, negligence or catastrophic event, the replacement structures shall meet all of the requirements of the Master Declaration of Covenants, Restrictions and Conditions in force at the time of the replacement.

SECTION 9.08 Liability

A. Neither the Association or its designee nor any architect or agent thereof shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

B. Each lot owner is exclusively responsible for all damage to property owned by other lot owners resulting from an improvement or modification of an existing lot.

SECTION 9.09 Tree Removal

A. Trees may be removed from an improved lot only under the following conditions:
   1. Any tree less than six (6) inches in diameter as measured at five (5) feet above the ground may be removed without the prior authorization of the Association.
   2. Any tree with a trunk within fifteen (15) feet of any dwelling may be removed without prior authorization of the Association.
   3. Authorization provided by the ARC by written permit as provided in the "ARC Guidelines".
      (a). The ARC may approve the removal of trees encroaching on septic fields, driveways, unattached garages, decks, porches, sheds and such things that may be damaged by the tree.
      (b). The ARC may approve the removal of trees provided written documentation is obtained from a Certified Arborist or Landscape Professional that the tree is dead or nonviable.

B. Trees shall not be removed from an unimproved lot without a prior, written permit from the ARC.

C. Any property owner who removes a tree from a lot that does not meet the above criteria will be subject to the following:
   1. After the complete stump has been removed, replace the tree in the exact spot the original tree was located.
   2. The replacement tree will need to be of nursery quality stock, with a minimum of two (2) inch caliper, be six (6) feet in height and be maintained in accordance with North Carolina Cooperative Extension Service.
   3. The replacement tree may not be removed at any time without the written permission of the Board of Directors or its designee.
   4. A fine of One Hundred ($100.00) dollars per day will be assessed, starting five (5) days after a certified notification letter of a violation is received. The fine will be enforced until the violation is remedied.

In Witness Whereof, this 2024 Consolidated Master Declaration and Development of River Run Plantation*, including Covenants, Conditions and Restrictions has been signed and executed by the President of the Association and its seal affixed by authority of its Board of Directors this the 3rd day of October 2024.

RIVER RUN PLANTATION
PROPERTY OWNER'S ASSOCIATION

By: _____ (Seal)
Elva L. Jess, President

Attestation by Secretary

By: _____ (Seal)
T. Michelle Perry, Secretary

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

On this 3rd day of October 2024 came Elva L. Jess, President of River Run Plantation Property Owner's Association Board of Directors and T. Michelle Perry, Secretary of River Run Plantation Property Owner's Association Board of Directors and executed and acknowledged the foregoing 2024 Consolidated Master Declaration and Development of River Run Plantation*, including Covenants, Conditions and Restrictions.

My commission expires: 11-12-2028
Notary Public Wendy Cardinal

WENDY CARDINAL
NOTARY PUBLIC
BRUNSWICK County
North Carolina
My Commission Expires 11/12/2028