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

First Edition, January 01/2011

This First Edition of the Extended Master Declaration* and Development for River Run Plantation, including Covenants, Conditions, and Restrictions, made this the 25th day of **September 2010**, by River Run Plantation Property Owners Association, a North Carolina Non Profit Corporation (hereafter called "Association") with offices located in Brunswick County, North Carolina.

Witness: Document No: POA 101206JW

Whereas, Ocean Side Corporation, (hereinafter referred to as Developer), is 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. The Master Declaration was thereafter amended 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

Whereas, River Run Plantation (RRP) Property Owners Association was incorporated in 1990 and holds title to the common areas within the subdivision and has been conveyed all the rights, duties and Obligations of Developer by Assignment Agreement dated December 17, 1990 and by Deed recorded in Deed Book 828, Page 596 and recorded in Deed Book 889, Page 61; and

Whereas, The Association filed subsequent amendments to the restrictions recorded in Deed Book 856, Page 558 and Deed Book 907, Page 011; and

Whereas, at the 1996 Annual Meeting of lot owners several additional amendments to the Restrictions were ratified by its members in compliance with the provisions for amendment as set out in the Restrictions; and



B3119 P1153 12-28-2010
Brenda M. Clemmons 11:28:21.000
Brunswick County, NC Register of Deeds page 2 of 21

Whereas, at the 2007 Annual Meeting of lot owners several additional amendments to the Restrictions were ratified by its members in compliance with the provisions for amendment as set out in the Restrictions; and

Whereas, at the 2010 Annual Meeting of Owners several additional amendments to the Restrictions were modified and ratified by its members in compliance with the provisions for amendments as set out in the Restrictions, including extending the Master Declaration* beyond December 31, 2010.

Now therefore, the Association deems it necessary and convenient for its members to consolidate all the prior Amendments of the restrictive covenants into a single document entitled:

"Extended Master Declaration and Development for River Run Plantation, including Covenants, Conditions and Restrictions, First Edition, January 01/2011", as set out below.

*Note: Final Voting Results 2011 Master Declaration and Amendments, see attachment 1 Asterisk * = see Definitions at end of document.*

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.

1. 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.

2. Term / Amendments

A. 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*.

B. 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.



B3119 P1154 12-28-2010
Brenda M. Clemmons 11:28:21.000
Brunswick County, NC Register of Deeds page 3 of 21

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.

3. Mutuality of Benefit and Obligation

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 subdivision and the respective owner. The restrictions set forth herein are intended to be self-explanatory and consistent with the concept of a private-gated, planned 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.

Nevertheless, various interpretations of the 2011 Extended Master Declaration* and Development of River Run Plantation, including Covenants, Conditions and Restrictions, may occur from time to time. To avoid prolonged disputes regarding interpretations differences of one or more Covenants, Conditions or Restrictions included in the 2011 Extended Master Declaration* and Development of River Run Plantation, an interpretation issued by a majority vote of the Board of Directors of the Homeowners Association, of any disputed covenant, condition or restriction shall be binding upon all property owners as the correct interpretation, unless such interpretation is modified by 60 % of members at an annual or special meeting (Article 2, B Amendments).

Votes on such interpretations will be introduced at an open meeting of the Board of Directors and not be adopted or rejected at the meeting of introduction.

4. Exclusive Residential Use and Improvements

No lot shall be used except for single-family residential purposes. No structure shall be erected, placed or permitted to remain on any lot other than one (1) detached, single-family residential dwelling and such outbuildings as are usually accessory to a single-family residential dwelling, including a private garage, subject, however, to such addition limitations as may be set out in Section 6 hereafter. Three (3) separate types of single-family residence dwellings will be allowed; namely, individual site-built homes, double-wide manufactured or modular homes, and single-wide manufactured homes. Each particular type of home shall be placed in a specific Station, except that Garden Homes (double-wide units) may be placed in Station 3, which are Patio Homes (single-wide units) and may be placed as outlined Section 10, Paragraph Q, of these restrictions and covenants. The individual site-built home shall be referred to and designated as TERRACE HOMES; the double-wide manufactured or modular homes shall be referred to and designated as GARDEN HOMES; and the single-wide manufactured homes shall be referred to and designated as PATIO HOMES. The plat of each Station shall carry on its face the designation as to type of home at the time it is recorded.

The Board of Directors shall establish written architectural and aesthetic guidelines (herein called Architectural Review Committee Guidelines) to be used by the Architectural Review



B3119 P1155
12-28-2010
11:28:21.000
Brenda N. Clemmons
Brunswick County, NC Register of Deeds page 4 of 21

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.

Such 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. The Board of Directors shall update such guidelines to assure compliance with the intent of these covenants and amendments thereof.

5. Architectural and Building Control

5.1 Terrace Homes (Site Built Homes)

A. 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 is commenced.

B. 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; and no structures or external improvements of any kind shall 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. 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.

C. The Association or its designee shall approve or disapprove 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.

D. The Association or its designee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with any of the provisions of these Restrictions, the ARC Guidelines or the General plan of the lots, if the 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, if the plans and specifications submitted are incomplete, or in the event the 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.

E. 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.

F. 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



B3119 P1156
 Brenda N. Clemmons
 of Deeds page 5 of 21

Association shall have the right to inspect all construction to insure 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.

G. There shall be paid a fee for services performed by the Association in considering all plans and specifications for building permits. 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.

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

I. 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.

K. No by-law, restriction, covenant or ARC Guideline herein adopted shall require a POA member having an existing home or other improvements previously approved by the Association to comply with any provisions hereafter to be adopted by the Association. However, replacement of such previously approved improvements due to damage, windstorm and other such acts, shall be in full compliance with current ARC Guidelines

5.2 Garden Homes (Double-wide and Modular Homes)

A. Garden Homes shall be deemed to be double-wide manufactured homes or modular homes.

B. All Garden Homes must be factory-manufactured and shall be new at the time of placement on any lot. The roofs shall be covered with standard house shingles. All plans and specifications for any structural improvements whatsoever to be erected on the lot as an attachment or as an attendant structure, the proposed location thereof, the construction materials and exterior color schemes shall be subject to and require written approval of the Association or its designee.



B3119 P1157 12-28-2010
Brenda N. Clemmons 11:28:21.000
of Deeds page 6 of 21

Brunswick County, NC Register

In addition to mobile double-wide homes, on site stick built homes are permitted, provided the specified dimensions for a double wide unit are not exceeded and the exterior appearances remain those of a double-wide unit.

In addition to prefabricated modular homes, on site stick built homes are permitted.

C. Application for a permit issued by the Association to place a Garden Home on a lot shall be submitted to the Association or its designee together with a complete description of the home to be placed on the lot, including the size, manufacturer, color scheme, and roofing material. In the case of attendant buildings or accessory buildings, completed sets of final plans and specifications shall be presented to the Association or its designee prior to commencement of any work on the building or improvement.

D. The Association or its designee shall approve or disapprove the Garden Homes or any plans for any building or improvements within thirty (30) days from receipt thereof.

E. The Association or its designee shall designate actual site placement of the home so that the home may be placed in the proper location on the lot and in accordance with ARC Guidelines.

F. The Association or its designee shall have the right to disapprove any proposed Garden Home to be placed on any lot or any plans or specifications for any attendant building or improvement proposed in the event either is not in accordance with the provisions of these Restrictions or any written criteria or general plan of the Garden Home lots, if the design or color scheme of the home or of any proposed building or improvement is not in harmony with the general surroundings of such lot or adjacent buildings or other improvements on the lot, or if the Association or its designee deems the home or any proposed building or other improvements to be contrary to the welfare or right of any or all of the real property subject hereto or the owners thereof. Prior to placement of any Garden Home on a lot or prior to commencement of construction of any other improvement on a lot, a building permit must be obtained from the Association or its designee; and prior to occupancy an occupancy permit must be obtained from the Association or its designee. The Association or its designee shall have the right to inspect the placement of all Garden Homes on the lot as well as to inspect all construction of any other improvements placed on the lot to insure that the Garden Home and its placement or any other structure are in accordance with the approval plans, specifications, details and in general conformity as to size. No home or other structure or improvement shall be placed upon a lot unless it conforms strictly to these requirements and any approved plans, specifications and details. These required certificates are in addition to those required by state or local authorities.

G. There shall be paid a fee for services performed by the Association in considering the placement of a Garden Home on the lot or the plans and specifications for any building or improvement on the lot. 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 placement of the home on the lot or before a building permit will be issued and construction started. There shall be no fee for the Certificate of Completion unless the Certificate of Completion is denied for failure to place an approved Garden Home on the lot or for failure to follow the approved plans and specifications for any other improvement



placed upon the lot If further inspections are necessary for issuance of a Certificate of Completion, a fee 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 Certificate of Occupancy is obtained.

H. All Garden Homes must be set up on double-block foundations and underpinned with brick. A Certificate of Completion will not be issued by the Association or its designee until the home has been properly underpinned, and all other Association requirements are met.

I. 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 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.

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

K. No bylaw, restriction, covenant or ARC Guideline herein adopted shall require a POA member having an existing home or other improvements previously approved by the Association to comply with any provisions hereafter to be adopted by the Association. However, replacement of such previously approved improvements due to damage, windstorm and other such acts, shall be in full compliance with current ARC Guidelines.

5.3 Patio Homes (Single-wide Homes)

A. Patio Homes shall be deemed to be single-wide manufactured homes.

B. All Patio Homes must be factory-manufactured and shall be new at the time of placement on any lot. All plans and specifications for any structural improvements whatsoever to be erected on the lot as an attachment or an attendant structure, the proposed location thereof, the construction materials and exterior color schemes shall be subject to and require written approval of the Association or its designee.

In addition to mobile single-wide units, on site stick built homes are permitted, provided the specified dimensions for a single-wide unit are not exceeded and the exterior appearances remain those of single-wide units.

C. Application for a permit issued by the Association to place a Patio Home on a lot shall be submitted to the Association, or its designee together with a complete description of the home to be placed on the lot, including the size, manufacturer, and color scheme. In the case of attendant buildings or accessory buildings, complete sets of final plans and specifications shall be presented to the Association or its designee prior to commencement of any work on the building or improvement.

D. The Association or its designee shall approve or disapprove the Patio Home or any other plans for any building or improvement within thirty (30) days from receipt thereof.



E. The Association or its designee shall designate actual site placement of the home so that the home may be placed in the proper location on the lot.

F. The Association or its designee shall have the right to disapprove any proposed Patio Home to be placed on any lot or any plans or specifications for any attendant building or improvement proposed in the event either is not in accordance with the provisions of these Restrictions or any written criteria or general plan of Patio Home lots, if the design or color scheme of the home or of any proposed building or improvement is not in harmony with the general surroundings of such lot or adjacent buildings or other Improvements on the lot, or if the Association or its designee deems the home or any proposed building or other improvements to be contrary to the welfare or right of any or all of the real property subject hereto or the owner thereof. Prior to placement of any Patio Home on a lot or prior to commencement of construction of any other improvement on a lot, a building permit must be obtained from the Association or its designee; and prior to occupancy an occupancy permit must be obtained from the Association or Its designee.

The Association or Its designee shall have the right to inspect the placement of all Patio Homes on the lots as well as to inspect all construction of any other improvements placed on the lot to insure that the Patio Home and its placement or any other structure is in accordance with the approved plans, specifications, details and in general conformity as to size.

No home or other structure or improvement shall be placed upon a lot unless it conforms strictly to these requirements and any approved plans, specifications and details. These required certificates are in addition to those required by any state or local authorities.

G. There shall be paid a fee for services performed by the Association in considering the placement of a Patio Home on the lot or the plans and specifications for any building or improvement on the lot. 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 placement of the home on the lot or 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 place an approved Patio Home on the lot or for failure to follow approved plans and specification for any other improvement place upon the lot. If further inspections are necessary for issuance of a Certificate of Completion, a fee 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 Certificate of Occupancy is obtained.

H. All Patio Homes must be set up on double-block foundations, storm-tied, and underpinned with brick. A Certificate of Completion shall not be issued by the Association or its designee until the home has been properly under-pinned, and all other Association requirements are met.

I. 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 a lot. Nothing herein shall require the Association or its designee to undertake or finance any erosion or surface water drainage control measures.



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

K. No by-law, restriction, covenant or ARC Guideline herein adopted shall require a POA member having an existing home or other improvements previously approved by the Association to comply with any provisions hereafter to be adopted by the Association. However, replacement of such previously approved improvements due to damage, windstorm and other such acts, shall be in full compliance with current ARC Guidelines

6. Sizes and Placement of Residences and Structures

A. Homes shall have a minimum square footage of fully enclosed floor area-devoted to living purposes (exclusive of roofed and unroofed porches, sundecks, patios, terraces, carports, and other buildings) as follows: Stations 1 and 4, 1250 square feet; Station 2, 1120 square feet; Station 3, 840 square feet; Station 5, 1450 square feet; Station 6, 1250 square feet; and Station 7, 1500 square feet.

B. 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.

C. Due to access and road limitations at River Run Plantation, 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.

D. The minimum setbacks for all Homes in all Stations, as established by 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 house 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 shed/garage shall be 9 feet.

E. Final placement of the home on the lot shall be established by the Architectural Review Committee and shall generally conform to the set back of adjoining properties. Where practical, Garden Homes (*Double-wide*) shall be placed with the length of the home generally parallel with the street. Where practical, Patio Homes (*Single-wide*) shall be placed perpendicular to the street and generally parallel to the side property line. However, at an owner's request, the placement of Patio Homes on odd shaped lots shall be placed by the ARC.

F. All homes may have one (1) garage of up to 600 square feet or one third (1/3) the square footage of the home, whichever is greater. An exception to this size limitation may be made when the garage is located under the residence in which case it may not exceed the footprint of the residence itself. Final placement of the garage on the lot shall be established by the ARC and shall generally conform to the set back of adjoining properties.



7. Fences, Shields and Enclosures

All fences and enclosures must be approved by the Association or its designee before construction begins, further provided that such fences and enclosures must be maintained in a good state of repair so as not to detract from the surroundings.

A. "Privacy shields" shall be authorized by the ARC only for shielding of decks, and hot tubs in the rear or side of the house. "Privacy shields" may be erected on the lots in all Stations in the subdivision, provided that such shields are constructed of wood or have a wood like appearance and designed to blend with the general surroundings of the lot, and shall not exceed 7 feet in height measured from the ground or deck floor.

B. "Perimeter Fences" placed within two (2) feet of a property line must be placed within the property owner's lot line and 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 and may enclose only the rear yard. No fence may enclose any portion of the front or side yard. The rear yard is defined as that portion of the lot extending across the full width of the lot between the rear property line and the nearest line of the residence or any portion thereof. No chain link fence or metal fence is allowed as a perimeter fence.

C. "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 back yard at the back of the house, so as not to be seen from the front street *, and must be constructed of wood or wood like material.

Other small enclosures may be added adjacent to or adjoining the back of the house so as not to be seen from the front street *, shall not exceed 100 square feet and four (4) feet in height and must be constructed of wood or wood like material.

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 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 house so as not to be seen from the front street *.

8. Sundecks, Patios, Porches and Terraces

A. Sundecks, patios, terraces and porches shall be allowed in the Terrace Home Stations, provided they are constructed so as to blend with the surrounding area and comply with Section 5 of these Restrictions.

B. Front Entrance decks (Patio Homes) shall be a minimum of four (4) feet by four (4) feet and Front Entrance porches (Garden Homes) 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. Sundecks and patios are allowed in the Garden and Patio Home Sections provided they are constructed so as to blend with the surrounding area and comply with Section 5 of these Restrictions.



9. Special Set-up and Construction Requirements

- A. 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 home 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.
- B. All Patio Homes must be storm-tied and anchored securely, and such anchoring must be approved as part of the general approval of the home on the lot by the Association or its designee.

10. General Prohibitions and Requirements

- A. No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any lot, provided, however, that the Association or its designee may grant permission for any such temporary structures for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.
- 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.
- C. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications, and 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. 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.
- E. No animals or livestock of any description, except the usual household pets, shall be kept in the dwelling or on any lot. The household pet shall be kept in the dwelling or within a Perimeter Fence or Enclosure (see Article7), so as not to be seen from the front street* or kept on a leash when off the owner's property and shall not be allowed to run loose in the subdivision. Underground electronic fences may be used, provided the dog is wearing the radio collar and is properly trained to stay within the Electronic fence. 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. 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.
- F. No unregistered, stripped, partially wrecked, or junk vehicle, or part thereof, shall be permitted to be parked or kept on any street or lot.
- G. Every fuel storage tank shall be buried below the surface of the ground or screened by fencing or shrubbery to the satisfaction of the Association or its designee. Every outdoor



receptacle for trash, rubbish or garbage shall be screened, or so placed and kept as not to be visible from any street or recreation area. Heating, ventilation, and air conditioning units shall be screened or so placed and kept as not to be observed from the front street*. Heights, style and location of screen to be determined by ARC.

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

I. No structure erected upon any lot may be used as a model exhibit or house unless prior written permission to do so shall have been obtained from the Association or its designee

J. 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 so as to 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.

In the event a lot owner fails to maintain the lot and the improvements thereon the Association, after notice to the owner and a Hearing, shall have the right to issue a fine as provided in these restrictions or may enter the premises to remove unattractive growth, 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. 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.

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.

K. No noxious, offensive, or illegal activities shall 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 neighborhood.

L. No vehicle shall 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 temporarily parking of construction vehicles, including workers private cars, on Common Area along road within a reasonable distance from the Construction Site

M. 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 slightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than six (6) months.



No dwelling shall be removed on any lot in Station 2 and 3 without prior consent and approval by the Association. Nothing herein shall preclude a lien holder from removing the home if the lien holder has acquired a court order for such removal and with prior notification to the Association.

However, any dwelling on any lot in Stations 2 and 3, which may have been removed from a lot due to foreclosure or other reasons, such lot shall be restored to its original sightly condition as a vacant sellable lot within 30 days of the removal of a dwelling.

Should the lot owner fail to comply with this provision, the Association or its designee shall have the right to enter the premises 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.

N. Removal of trees:

1. No living tree over six (6) inches in diameter as measured at five (5) feet above ground level and located more than fifteen (15) feet from any house or building shall be removed from any lot without the prior written consent of the Association or its designee.

2. Any property owner who removes a tree from a lot that does not meet the above criteria will be subject to the following:

a) After the complete stump has been removed, replace the tree in the exact spot the original tree was located.

b) 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.

c) The replacement tree may not be removed at any time without the written permission of the Board of Directors or its designee.

d) A fine of One Hundred (\$100.00) dollars a day will be assessed, starting five (5) days after a certified letter is received, in notification of a violation, the fine will be enforced until the violation is remedied.

O. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

P. No motor vehicle * shall 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.

For new constructions, owner shall provide parking for a minimum of two (2) motor vehicles on a driveway, unless it is necessary to provide a wider driveway for parallel parking of more than two motor vehicles.

Existing two motor vehicle driveways should be widened to accommodate parallel parking of more than two motor vehicles, if and when more than two motor vehicles are to be parked.

However (1) one designated parking area* is permitted in addition to an existing (2) car driveway to accommodate a third motor vehicle.

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.



Q. Recombination of Lots:

No lot shall be subdivided or its 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 may combine any two (2) adjoining lots into a single modified lot for placement of one home.
2. Any lot owner or two (2) lot owners may combine three (3) adjoining lots into two modified building lots of approximate equal size for placement of one home on each modified lot, provided that all setback requirements are met.
3. Any lot owner in Station 3 (single-wide units) may combine two (2) adjoining lots into one single modified lot for placement of one (1) doublewide unit parallel to the street, provided that all setback requirements are met.
4. Any lot owner or (2) two lot owners in Station 2 (Double-wide) may combine three (3) adjoining lots into two (2) modified building lots of approximately equal size for placement of one double-wide unit parallel to the street on each modified lot, provided that all setback requirements are met.

All modified 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 modified building lot may be subsequently subdivided without the express written consent of the Association.

On January 1, following the creation of a modified building lot and after a dwelling has been constructed on a modified lot; the assessment due under Section 12 of these restrictions for a modified building lot consisting of two former lots shall be one (1) regular POA assessment and two (2) road reserve assessments. The assessment for a modified building lot consisting of one and one half (1 1/2) of former lots shall be one (1) regular POA assessment and one and one half (1 1/2) road reserve assessments. An owner of a modified building lot consisting of either two former lots or one and one half former lots shall be entitled to cast only one (1) vote under Article V of the By-Laws.

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.

R. No boat, or personal watercraft*, motor home, travel trailer or any other type of trailer shall be parked or stored on any lot unless located within a garage or adjacent to or adjoining the back of the house, so that it is not visible from the front street *

Placing such items at the back of a single wide home, of limited width, shall not be a violation of this requirement and may be partially seen from the front street property corners.



There are two limited exceptions to this restriction:

- 1) 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.
- 2) 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.

A violation of this restriction shall result in a fine, in compliance with Section 12, Paragraph G, being assessed against the lot owner regardless of whether the violation is the result of actions by the lot owner, renter or guest. Said items may be stored free of charge, on a space availability basis and in compliance with pertinent regulations, in any area which the Association's Board of Directors designates for such usage.

S. 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 the 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 in Section 12, Paragraph G.
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.

T. 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.

U. Members who install Direct Broadcast Satellite (DBS) reception devices or Multipoint Distribution Service (MDS) antennas which are regulated by the Federal Communications Commission's Over-the-Air Reception Devices (OTARD) Rule, must do so in compliance with all applicable Federal rules and regulations and Association ARC Guidelines. Members who install DBS and MDS systems which are not regulated by Federal or State law must comply



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Brunswick County, NC Register of Deeds page 16 of 21

with Association ARC Guidelines. A violation of this restriction shall result in a fine, in compliance with Section 12, Paragraph G, being assessed against the lot owner regardless of whether the violation is the result of actions by the lot owner, renter or guest.

V. In order to enhance the scenic beauty of the plantation and to prevent distraction and clutter on the lots, no for Sale, for Lease, for Rent signs, no commercial signs or advertising signs shall be placed on or allowed on any lot in River Run Plantation.

To accommodate the needs of realtors or owners, the Association is maintaining a Marquee in the entrance parking area facilitating the placement for sales fliers or brochures, etc.

"Open House" days for RRP properties shall be allowed from time to time. The Guidelines of the Board of Directors for such purpose shall be followed.

W. No swimming, diving, or motorized boats other than battery-powered boats may be allowed on or in any of the lakes or ponds located within the subdivision.

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

Y. General Prohibition and Requirements:

No business or commercial enterprise shall be operated in River Run Plantation with the exception of home occupations, which are permitted, provided:

- (i) No signs or advertisements are visible from the exterior of the home.
- (ii) 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 neighborhood.
- (iii) The home occupation does not create additional vehicular parking at the home or on the premises.

Z. 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.

Community Manager shall provide a copy of pertinent restrictions to all renters with the permit for use of POA facilities.

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

BB. River Run Plantation became North Carolina's first FIREWISE Community in 2003. The purpose of the FIREWISE program is to inform the residents and property owners of the dangers of wildfire and follow procedures to keep life and property safe. Therefore 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. All Association common areas, excluding buffer zones, shall be bush hogged, including vine removal, once a year.



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Brunswick County, NC Register of Deeds page 17 of 21

11. Ownership, Use and Enjoyment of Streets and recreational Amenities

A. Each of the streets in River Run Plantation Subdivision now or hereafter designated on any plat of River Run Plantation is a private street; and every recreational facility, buffer area, and other amenity within the subdivision 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. An easement for the use and enjoyment of each of said 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 subdivision; 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 ownership of the streets and recreational amenities with 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.

12. River Run Plantation Property Owner's Association

A. 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.

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

C. The Association shall be responsible for the maintenance, repair and upkeep of the private streets and recreational facilities within the subdivision. The Association shall also promulgate and enforce all regulations necessary for the use and enjoyment of such streets and recreational facilities and such other properties as it may from time to time be entitled to use or own.

D. The Association, shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including, but not limited to, the power to the Board of Directors of the Association after consideration of the current maintenance needs and future needs of the Association, for the purposes set forth in its Articles of Incorporation. The Board of Directors of the Property Owners' 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.



E. During the period of time that the Association is the owner of the streets and the recreational facilities, it shall have the absolute right to promulgate rules and regulations concerning use thereof; and the annual charge 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 Association or its designee; and such lien until paid shall run with the lot upon subsequent transfer by the owner. 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.

F. 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 residence 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.

G. 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 single violation should not exceed \$100.00 per day or per occurrence, except as noted below.

Before imposing any fine the Association or its designee shall notify the lot owner of the violation and provide the lot owner a hearing before the Board of Directors of the Association to contest the fine and present evidence. 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.

In determining the amount of any fine the Board shall consider all relevant evidence including the nature and impact of the violation caused River Run Plantation and prior violations authorized elsewhere under these Restrictions.

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.

H. For each sale of all properties in River Run, a \$500.00 charge 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 Reserve Account, to be used only for Special Projects, to be determined by the Board of Directors.

13. Rights and Duties of Oceanside Corporation and River Run Plantation Property Owners' Association

All rights, duties and obligation described herein for Ocean Side Corporation were transferred to and assumed by River Run Plantation Property Owners' Association 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.

14. Change of Subdivision Name

The Master Declaration* and Amendments thereto recited in the preamble to this Amended 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, the amended 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.

In Witness Whereof, this First Edition of the Master Declaration* and Development for River Run Plantation 2011, 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 the day and year first above written.

**RIVER RUN PLANTATION
PROPERTY OWNER'S ASSOCIATION**

Association Seal

By: Johann Hans Wagner, President

Johann Wagner



Attest by: Sandy Wolfe, Secretary

Sandy Wolfe

STATE OF NORTH CAROLINA, COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid,

Certify that *Johann Wagner and Sandy Wolfe* personally came before me this day and

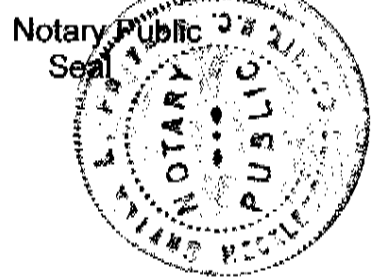
acknowledged that, *Sandy Wolfe* is Secretary of River Run Plantation Property Owners' Association, a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the forgoing instrument was signed in its name by its President, sealed with its corporate seal and attested by its Secretary.

Witness my hand and official seal this *7th* day of *December* 2010

My Commission Expires:

February 16, 2012

*Sheila L. Fortner
Notary*





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 Brunswick County, NC Register of Deeds page 20 of 21

Definitions

- Act – Chapter 47F of NC General Statute – NC Planned Community Act.
- ARC – Architectural Review Committee.
- ARC Guidelines – Manual(s) of rules for property owners and ARC Committee.
- Bylaws – The rules and procedures for how a nonprofit corporation will operate and be governed.
- 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.

A Designated Parking Area must be defined by landscape timbers, small shrubs, rocks or other permanently installed materials, it may be left natural or paved with gravel, asphalt or concrete. It must be approved by ARC.

1) A "Designated Parking Area" in Stations 2 and 3, (when in place of a two vehicle driveway), is placed directly bordering / perpendicular to the common area and may accommodate more than two motor vehicles side by side. The common area in front of such designated parking area is part of the access to the parking area; it may be left natural or paved with gravel, asphalt or concrete. It must be approved by ARC.

2) One (1) designated parking area is permitted in addition to an existing two vehicle driveway to accommodate a third motor vehicle. This area may be parallel to or diagonal to the existing driveway. Access to the designated parking area is from the existing driveway and shall not be across the "common area". It must be approved by ARC.

- Front street – shall be that portion of a roadway in front of the lot and facing the postal Address running from one lot boundary to the other.
- Garden Homes – Double- wide and Modular Homes.
- Patio Homes – Single-wide homes.
- Terrace Homes – Site Built Homes.
- Tree – A perennial woody plant that has many secondary branches supported clear of the ground on a single main stem or trunk.
- Motorized vehicle: automobile, motorcycle, golf cart etc.
- "Vehicle": Motor home, travel trailer, other type of trailer, boat, watercraft.
- Personal Watercraft: canoe, jet ski, raft, kayak.
- Driveway: Must be defined by landscape timbers, small shrubs, rocks or other permanently installed materials, unless the driveway is paved or in concrete. It must be approved by ARC.

Attachment 1

Final Voting Results For 2011 Extended Master Declaration Approval of Amendments to the Fifth Declaration and Development River Run Plantation

There were a total of 110 lots voting and the results are:

Ballot #	Article #	YES	NO	Abstain
1.	2. Term	92	16	2
2.	3. Mutuality of Benefit	98	8	4
3.	4. Exclusive Residential Use	97	13	0
4.	5. Architectural Control	99	11	0
5.	6. Sizes and Placement of Residence	101	8	1
6.	7. Fences, Shields and Enclosures	90	19	1
7.	10 E. Animals must be under control	99	9	2
8.	10 F. Unregistered Vehicles	104	4	2
9.	10 G. Fuel storage tanks	93	14	3
10.	10 H. Outdoor clothes poles	101	8	1
11.	10 J. Lot kept in good condition	101	8	1
12.	10 M. Dwelling removal	101	8	1
13.	10 N. Tree removal	53	55	2
14.	10 P. Parking	91	17	2
15.	10 Q. Recombination of lots	89	15	6
16.	10 R. Boats, personal watercraft	88	21	1
17.	10 S. Operation of motorized Vehicles	101	8	1
18.	10 T. Electric supplier	106	3	1
19.	10 V. For Sale signs	89	20	1
20.	10 W. No swimming in lakes or ponds	106	3	1
21.	10 Z. Owners are responsible for guests/tenants	101	8	1
22.	10 BB. Firewise	97	11	2
23.	Non binding referendum re: Modular homes Station 3	93	14	3



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Brunswick County, NC Register of Deeds page 1 of 3

Presenter J. Causey Ret: IS
 3 Total 26 Rev 0 Int. NR
 Ck \$ 26 Ck # 0899 Cash \$ _____
 Refund: _____ Cash @ _____ Finance _____
 Portions of document are illegible due to condition of original.
 Document contains seals verified by original instrument that cannot be reproduced or copied.

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

Prepared by: B. Joseph Causey, Jr., P.O. Box 189, Shallotte, NC 28459

**FIRST AMENDMENT TO THE EXTENDED MASTER DECLARATION
AND DEVELOPMENT FOR RIVER RUN PLANTATION,
INCLUDING COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT to the Extended Master Declaration and Development, River Run Plantation, including Covenants, Conditions, and Restrictions, by River Run Plantation Property Owners Association, Inc., a North Carolina non-profit corporation, party of the first part, and the owners of real property at River Run Plantation, party of the second part.

WITNESSETH:

WHEREAS, an Extended Master Declaration and Development for River Run Plantation, including Covenants, Conditions and Restrictions, First Edition, January 1, 2011, appears of record in Book 3119 at Page 1152, et. seq. Brunswick County Registry; and

WHEREAS, pursuant to Section 10, entitled "General Prohibitions and Requirements" beginning with Section R of said section, states as follows:

No boat, or personal watercraft*, motor home, travel trailer or any other type of trailer shall be parked or stored on any lot unless located within a garage or adjacent to or adjoining the back of the house, so that It is not visible from the front street.*

Placing such items at the back of a single wide home, of limited width, shall not be a violation of this requirement and may be partially seen from the front street property corners.

There are two limited exceptions to this restriction:



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 page 2 of 3

WHEREAS, it is the desire of the party of the first part and the party of the second part to amend the aforementioned section to read as follows:

There are **three** limited exceptions to this restriction:

1. 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.
2. 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.

WHEREAS, it is further the desire of the party of the first part and the party of the second part to amend the aforementioned section by adding additional paragraphs to Section 10R to read as follows:

3(a). One boat or personal watercraft 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 boats or personal watercraft must be registered with the Community Manager and be owned by the POA member or an immediate family member. The weekend is defined as beginning at 6:00am Friday until 9:00pm the following Monday.

3(b). One motor home and/or travel trailer 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 motor home and/or travel trailer must be registered with the Community Manager and be owned by the POA member or an immediate family member. The weekend is defined as beginning at 6:00am Friday until 9:00pm the following Monday. In addition, living in the motor home and/or travel trailer while it is parked in the driveway is prohibited, and all gear from such vehicle must be contained within the vehicle.

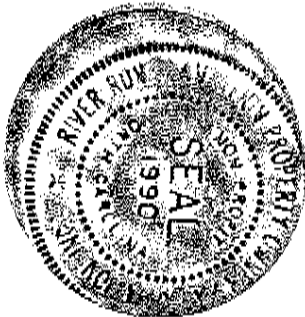
A violation of this restriction shall result in a fine, in compliance with Section 12, Paragraph G, being assessed against the lot owner regardless of whether the violation is the result of actions by the lot owner, renter or guest. Said items may be stored free of charge, on a space availability basis and in compliance with pertinent regulations, in any area which the Association's Board of Directors designates for such usage.



- *Personal Watercraft: canoe, jet ski, raft, kayak.
- *Front street – shall be that portion of a roadway in front of the lot and facing the postal address running from one lot boundary to the other.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Extended Master Declaration and Development, River Run Plantation, including Covenants, Conditions, and Restrictions, such Declaration is hereby amended as set forth above.

IN WITNESS WHEREOF, River Run Plantation Property Owners Association, Inc., has caused this Amended Declaration to be duly executed by its duly authorized officer, and its corporate seal to be hereunto affixed, the date and year first above written.



RIVER RUN PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

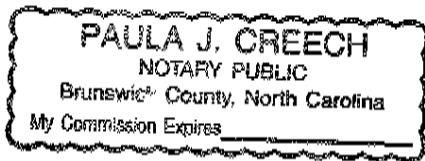
BY: [Signature] President

ATTEST: [Signature] Secretary
[Signature]

STATE OF NORTH CAROLINA
COUNTY OF Brunswick

I, Paula J. Creech, Notary Public in and for said County and State, do hereby certify that David Jeffries, Secretary of RIVER RUN PLANTATION PROPERTY OWNERS ASSOCIATION, INC., A North Carolina non-profit Corporation, and that by the authority duly given as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by him/her as its Secretary.

Witness my hand and seal this 15th, day of November, 2012.



[Signature], Notary Public
Paula J Creech
Print name

My Commission Expires: 3/31/2015