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

This Third Amended Consolidated Master Declaration and Development for
River Run Plantation, including Covenants, Conditions, and Restrictions made this the
5th day of October, 1997, by River Run Plantation Property Owners Association,
a North Carolina Corporation (hereinafter called "Association") with offices located in
Brunswick County, North Carolina.

WITNESSETH:

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 688 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 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 rerecorded 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

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 "Third Amended Consolidated Master Declaration And
Development For River Run Plantation Including Covenants, Conditions and
Restrictions", as set out below. 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 several 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.

(Footnote: The last sentence in this paragraph as appearing in the Restrictions in Book 728 Page
702 was deleted because Oceanside Corporation no longer owns any unplatted lots or parcels
of property within the subdivision. Oceanside has assigned all its rights and duties and
obligations as developer to the Association by Assignment Agreement dated December 17,
1990 and by Deed recorded in Book 828 Page 596 and rerecorded in Book 889, Page 61.)

2. Term

The Restrictions shall affect and run with the land and shall exist and be
binding upon all parties and all persons claiming under them until December 31, 2010,
and shall continue in force and effect thereafter until sixty per cent (60%) of the
owners have, by written vote, agreed to amend, extend or terminate them.

Amendment of these restrictions may be proposed by a petition signed by at least
126 lot owners or proposed by the majority vote of the Board of Directors of the
Association. The Association reserves the right to modify, extend or amend these
restrictions, provided such modification of the restrictions 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 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. Such action must be ratified by
sixty percent (60%) of these members present at the next annual or special meeting.
of the members of the Association. The amendment is effective upon ratification, upon which a Declaration of Amendment shall be duly registered in the Brunswick County Registry. Once the restrictions have 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.

(Footnote: Paragraph 2. Term was amended in 1992 by restrictions recorded in Deed Book 907, Page 11. The 1999 amendment added the second sentence and the word "extent" in the first and third sentences.)

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 are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; 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.

(Footnote: The last sentence in this paragraph as appearing in the restrictions in Book 728, Page 702 has been amended to delete any reference to the right of Ocean Side Corporation to amend the restrictions because Ocean Side Corporation transferred all its rights, duties and obligations as developer to the Association by Assignment Agreement dated December 17, 1990 and by deed recorded in Book 828, Page 596 and rerecorded in Book 889, Page 61.)
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 will be placed in a specific Station and be grouped together in Stations. 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.

5. Architectural and Building Control

Terrace 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 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 specifications for any and all proposed improvements, the erection or alteration of which is desired; and no structures or 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 planting.

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 establish written architectural and aesthetic criteria to be used in reviewing all plans, specifications, and details submitted for its approval, and copies of such criteria may be obtained from the Association or
its designee upon request. Such criteria shall be subject to revision or amendment at any time by the Association or its designee.

E. 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 written criteria 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.

F. 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.

G. Prior to commencement of construction, a building certificate 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 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.

H. There shall be paid a fee for services performed by the Association or its designee in considering all plans and specifications for building permits. The fee shall be payable to the Property Owners’ Association or its designee, 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 occupancy permit unless the occupancy permit is denied for failure to follow approved plans and specifications. If a second inspection is 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 occupancy permit, and no dwelling may be occupied until such occupancy permit is obtained.

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 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.

**Garden 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.

C. Notice of intent 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.

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 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 lots 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 or its designee 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 or its designee, 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 occupancy permit unless the occupancy permit 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 a second inspection is necessary for issuance of an occupancy permit, a fee shall be paid for each subsequent necessary inspection after the first. This fee must be paid before issuance of the occupancy permit, and no dwelling may be occupied until such occupancy permit is obtained.

H. All Garden Homes must be set up on double-block foundations and underpinned with brick. An occupancy permit will not be issued by the Association or its designee until the home has been properly underpinned.

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 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.

Patio 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.

C. Notice of intent 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 owners 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 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 any state or local authorities.

G. There shall be paid a fee for services performed by the Association or its designee 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 or its designee, 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 occupancy permit unless the occupancy permit is denied for failure to place an approved Patio Home on the lot or for failure to follow approved plans and specifications for any other improvement placed upon the lot. If a second inspection is necessary for issuance of an occupancy permit, a fee shall be paid for each subsequent necessary inspection after the first. This fee must be paid before issuance of the occupancy permit, and no dwelling may be occupied until such occupancy permit is obtained.

H. All Patio Homes must be set up on double-block foundations, storm-tied, and underpinned with brick or matching-colored metal. Should the home be underpinned with matching-colored metal, the metal shall be of the same material as the exterior of the home and the color shall match one of the colors on the exterior of the
home. An occupancy permit will not be issued by the Association or its designee until the home has been properly underpinned.

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 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. 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.

Footnote: The 1995 Amendments deleted the phrase “Ocean Side Corporation” and substituted in its place, “the Association or its designee throughout Section 5” and also deleted the specific amount of the inspection fees and added the last two sentences in Paragraph 1 of Terrace Homes, Garden Homes and Patio Homes.

6. Size and Placement of Residences and Structures

A. Terrace 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, 1000 square feet; Station 5, 1450 square feet; Station 6, 1250 square feet; and Station 7, 1500 square feet.
B. Garden Homes shall have a minimum of 960 square feet (24 x 40) of fully enclosed floor area devoted to living purposes (exclusive of roofed and unroofed porches, sun decks, patios, terraces, carports, and other buildings).

C. Patio Homes shall have a minimum of 840 square feet (18 x 40 feet) of fully enclosed floor area devoted to living purposes (exclusive of roofed and unroofed porches, sun decks, patios, terraces, carports, and other buildings).

D. The set backs for all Terrace, Garden and Patio Homes shall be the same as required under the Brunswick County Zoning Ordinance existing at the time a building permit is obtained. 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 shall be placed with the length of the home parallel with the street. All Patio Homes shall be placed perpendicular to the street and parallel to the side property line.

Footnote: The 1998 Amendments deleted paragraph D, E, and F and added a new paragraph D.

7. Fences

7.1. "Privacy fences" or decorative fences for shielding of decks, hot tubs, etc. may be erected on the lots in all Stations in the subdivision, provided that such fences are constructed of wood or have a wood like appearance and designed to blend with the general surroundings of the lot. All such fences must be approved by the Association or its designee before construction begins, and further provided that such
fences must be maintained at all times in a good state of repair so as not to detract from the surroundings.

7.2 "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. 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 either as a perimeter or privacy fence.

(Footnote: The 1996 amendments added Section 7.2 and the phrase “or wood like appearance” in Section 7.3.)

8. **Sun Decks, Patios, Porches, and Terraces**

A. Sun decks, 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 provided that Section 5 of these Restrictions is complied with.

B. Front porches are required on Garden Homes; and sun decks or patios will be allowed in addition thereto. Both the front porch and the sun deck or patio must comply with Section 5 of these Restrictions.

C. A sun deck or patio is required in the Patio Home Station; however, the patio or sun deck, as the case may be, must 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 therefrom 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 Prohibition 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.

(Footnote: The 1996 Amendments deleted the term "Ocean Side Corporation" and replaced it with "the Association or its designee" in Section 10, paragraphs A, C, G, I, J, M, N, S, T, and X.)
B. Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within six (6) months from commencement.

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 Association or its Designee.

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 on any lot. Should the household pet be a dog or other large pet, it shall be kept in the dwelling or within a fenced in area on the lot or kept on a leash and shall not be allowed to run loose in the subdivision. 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 Manager, or any other lot owner.

(Footnote: The 1996 Amendments added the last two sentences.)

F. No stripped, partially-wrecked, or junk motor 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 ashes, trash, rubbish or garbage shall be installed underground, screened, or so placed and kept as not to be visible from any street or recreation area.

H. All outdoor clothes poles, clothes lines, and similar equipment shall be so placed or screened by shrubbery as not to be visible from the front street or any Association recreation area.

(Footnote: The 1995 Amendment adds the words "front" and "any Association".)

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, consistent with good property management. In the event a lot owner fails to maintain the lot and the improvements thereon the Association, after notice to the owner, 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 rate of eight (8)
percent per year. The Association may collect the lien like any other assessment lien created under the Restrictions.

(Footnote: The 1996 Amendment rewrote this section.)

K. No noxious, offensive, or illegal activities shall be carried 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 half-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 or other lots or users of any streets or Association recreational area.

(Footnote: The 1996 Amendments added the reference to common property in the first sentence)

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 or all debris removed and the lot restored to a sightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than six (6) months. 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. No living tree over six (6) inches in diameter as measured at five 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.

(Footnote: The 1986 Amendments added the 5 feet and 15 feet references)

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

P. Each lot owner shall provide space for parking two (2) automobiles off the street prior to occupancy of any dwelling constructed or placed on said lot.

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.

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-parking 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.

The owners of the fourteen (14) modified lots created by contract with the Association under the 1991 amendment to this section are not affected by this amendment.

(Footnote: Section O was revised by 1991 Amendments and was subsequently completely revised by 1995 Amendments.)

R. Since the Association is providing free of charge a well maintained and fenced in storage area for boats and recreational vehicles, no boat, motor home travel trailer or any other type of trailer shall be parked or stored on any lot unless located
within a garage or which is not visible from the front street. Lot owners are permitted to make emergency repairs to any boat, motor home, travel trailer or any other type of trailer during daylight hours only and the boat, mobile home, travel trailer or other type of trailer must be placed in a garage after sunset or not be visible from the front street. A fine of $10.00 per day will be levied by the Association for violation of this section.

(Footnote: This paragraph was revised by 1995 Amendments.)

S. No motorized vehicle, including motorcycles or motorbikes, shall be used on the street except for the purpose of coming from the state highway to a particular lot or from a particular lot to a fixed location within the subdivision or to a state highway. Further, no person shall operate any such vehicle except he hold a valid driver's license. A fine of $10.00 may be levied by the Association or its designee, as the case may be, for each such violation.

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

U. No television satellite dish or disc shall be placed on any lot in the subdivision except under the following conditions: (1) The disc must be placed on the rear of the lot; and (2) the disc must be shielded from view from the street side of the property.
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 or For Rent signs: no
commercial signs or advertising signs shall be placed on or allowed on any lot in River
Run Plantation.

(Footnote: Paragraph 10.V was amended in 1994.)

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

(Footnote: The exception for battery powered boats was added by 1996 Amendments.)

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

Y. General Prohibitions 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) No transactions or services with business customers of the general
public take place in the home or on the premises.

(iii) 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.

(iv) The home occupation does not create additional vehicular parking at
the home or on the premises.

(Footnote: Paragraph 10 Y was added by 1991 Amendments.)
Z. Every lot owner is responsible for the actions of any tenant or guest and shall be jointly and severally liable for any fines incurred by any tenant or guest. Lot owners who lease their property shall provide the tenant or guest with a copy of the Restrictive Covenants.

(Footnote: The 1996 Amendments added this paragraph)

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

(Footnote: The 1996 Amendments added this paragraph)

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

A. Each of the streets in River Run Plantation Subdivision now or hereafter designed 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 invitees of all the aforementioned persons; the use of which shall be subject to such rules and
regulations as may be prescribed 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 may dedicate the streets to a public authority if it so desires.

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

(Footnote: Ocean Side Corporation conveyed to the Association all the common areas including all streets, recreational facilities, buffer areas and amenities by Deed recorded in Book 828, Page 596 and rerecorded in Book B39, Page 61.)

12. River Run Plantation Property Owners’ 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.

(Footnote: The 1996 Amendments revised this paragraph to reflect the fact that the Association is in existence)

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 levy against every member of the Association. The amount of said charges to be determined by 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 (⅔) 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.

(Footnote: Paragraph 12.D was amended in 1991. The 1996 Amendments added the last sentence.)

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.

[Footnote: The first two sentences of section 12 E of the Restrictions appearing in Book 728, Page 702 were deleted in 1990 because they referred to the powers of Oceanside Corporation prior to the time when the streets and recreational areas were transferred to the Association. The Association was incorporated on May 23, 1990 and was assigned all developer rights, duties, and obligations on December 17, 1990. All the common areas in the subdivision were conveyed to the Association by Deed recorded in Book 828, Page 596 and rerecorded in Book 889, Page 61. The 1996 Amendment inserted the term the "Association or its designee" in place of Ocean Side Corporation and replaced the term "certificate certifying" with "written statement", and also added language making the assessment charge a personal obligation of the lot owner.]

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 recordation, 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 $150.00 per day or per occurrence.
Before imposing any fine the Association or its designee shall notify the lot owner of the violation and provide the lot owner, if requested, 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 of the violation and prior violations of the person charged. Fines imposed hereunder may exceed the amount of fine specifically authorized else where 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 attorneys 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.

(Footnote: Paragraph 12.G was added by 1996 Amendments.)
13. Rights and Duties of Ocean Side Corporation and River Run Plantation Property Owners Association

All rights, duties and obligations 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.

(Footnote: This paragraph was inserted in 1987 to reflect the fact the Association was assigned all developer rights, duties, and responsibilities by Assignment Agreement dated December 17, 1950 and by Deed recorded in Book 628, Page 236 and re-recorded in Book 802, Page 61.)

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 Third Amended Consolidated Master Declaration and Development for 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 the day and year first above written.

RIVER RUN PROPERTY OWNERS
ASSOCIATION, INC.

By:

SACK MAGOOLAGHAN, President

ATTEST:

[Signature]

SECRETARY

(Affix Corp. Seal)
STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

I, Jack Hall, Notary Public do hereby certify that

Oliver Frank arrived personally before this day
acknowledged that he is the Secretary of River Run Plantation Property Owners
Association, a North Carolina Non-Profit Corporation, and that by authority duly given
and 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 official seal this the 15th day of
August, 1997.

My Commission Expires:
4/1/00

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK
The Foregoing (or annexed) Certificate(s) of Vicki Gallagher

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this
28 Day of October, 1997
in the Book and Page shown on the First Page hereof.

ROBERT J. ROBINSON, Register of Deeds