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

This Fourth Amended Consolidated Master Declaration and Development for River Run Plantation, including Covenants, Conditions, and Restrictions made this the 20th day of September 2003, by River Run Plantation Property Owners Association, a North Carolina Corporation (hereafter 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 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, 1980 and by Deed recorded in Deed Book 828, Page 599 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

Whereas, at the 2003 Annual Meeting of lot owners several additional amendments to the Restrictions were ratified by 89% of members present and voting and 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 "Fourth 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 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
   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 125 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 those 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.

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 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 Fourth Amended Consolidated Master Declaration and Development of
River Run Plantation, including Covenants, Conditions and Restrictions, may occur from time
to time. To avoid prolonged disputes regarding interpretation differences of one or more
covenants, conditions or restriction included in the Fourth Amended Consolidated Master
Declaration and Development of River Run Plantation, an interpretation issued by a majority
date of the Board of Directors of the Homeowners Association, by majority vote, of any
disputed covenant, condition or restriction shall be binding upon all property owners upon all
property owners as the correct interpretation. 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 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
(herin called Architectural Review Committee Guidelines) to be used by the Architectural
Review Committee (hereinafter called ARC) in reviewing all plans and details submitted for
ARC approval for building properties in any and all of the seven stations. Copies of such ARC
Guidelines may be obtained from the ARC or the property manager upon request. Such
Guidelines shall clarify the intent of the Covenants, Conditions, Restrictions, outline necessary
permit and approval procedures, and, as such may be subject to revision or amendment by the
Board of Directors.

5. Architectural and Building Control
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 roof 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 Association shall have the right to inspect all construction to ensure that the structure is in accordance with approved plans, specifications and details. No structure or improvement shall be made unless it conforms strictly to the approved plans, specifications and details. These required certificates are in addition to those required by the local, county, or state authorities.

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 any improvement or modification of an existing lot.

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.

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.

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.

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 an 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.

6. Sizes 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, sun decks, 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. 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. Patio Homes shall have a minimum of 840 square feet (14 X 60 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. Due to access and road limitations at River Run Plantation, the maximum size of 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.

E. The set backs for all Terrace, Garden and Patio Homes shall be as set forth in the
ARC Guidelines. 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
generally parallel with the street. Where practical Patio Homes 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, which ever 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” for shielding of decks, and hot tubs in the rear or side of the house
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 must be constructed of wood or wood like material.

Small unobtrusive Enclosure Fences, such as to retain a dog, shall not exceed four (4) feet in height and may 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 street.

D. "Decorative Fences", limited in height and length, are permitted as an ornament in specific areas of the front yard to enhance, beautify or decorate a flowerbed, the corners of the lot or other plantings.

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. Should the household pet be a dog or other large pet, it shall be kept in the dwelling or within a Perimeter Fence or Enclosure (see Section 7), so as not to be seen from the street or kept on a leash and shall not be allowed to run loose in the subdivision. Under ground 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 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 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.

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 or any Association recreation area.

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.

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 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.

O. 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 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 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 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.

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.

R. No boat, motor home, travel trailer or any other type of trailer (hereafter collectively called "vehicle") shall be parked or stored on any lot unless located within a garage or so that it is not visible from the front street. There are two limited exceptions to this restriction. 1) A vehicle may be temporarily parked in a driveway the night before it is used in order to pack or prepare the vehicle 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 to the vehicle. 2) A vehicle may be temporarily parked in a driveway for a period of time, not to exceed 48 hours, if repairs are actively being made to the vehicle; 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 vehicles 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 Vehicles within River Run Plantation
   1. Operation of motorized vehicles, of any kind (including golf carts) on the streets of RRP shall be restricted to individuals who hold a valid driver's license.
   2. Specifically prohibited from general roaming among the streets and roadways in RRP are go-carts, riding lawnmowers, ATV's, or any vehicle which produces noxious or obnoxious odors or 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 made subject to such legal recourse as deemed appropriate by the Association or its designee.
   7. 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 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 Recepton 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 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 or For Rent signs; no commercial signs or advertising signs shall be placed on or allowed on any lot in River Run Plantation. However, "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 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.

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

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 invitees 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 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 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 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 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 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, 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, 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 and impact of the violation, the nature and level of River Run Plantation 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.

13. Rights and Duties of Oceanside Corporation and River Run Plantation Property owner’s 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.

Affirmation see page 17
In Witness Whereof, this Fourth 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: PRESIDENT  Bill Baker

SECRETARY  FRAN KAHMANN

ATTEST:  Fran Kahmann

ASSOCIATION SEAL

STATE OF NORTH CAROLINA  *****  COUNTY OF BRUNSWICK

I, Kathryn M Gossett, a Notary Public of the County and State aforesaid, certify that Fran Kahmann personally came before me this day and acknowledged that (s)he 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 foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Fran Kahmann as its Secretary.

WITNESS my hand and official seal this 24th day of October, 2003

My Commission Expires:

4-1-2008

NOTARY PUBLIC

STATE OF NORTH CAROLINA  COUNTY OF BRUNSWICK

The Forgoing (or annexed) Certificate(s) of KATHRYN M GOSSETT

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this 27th Day of October, 2003 in the Book and page shown on the First Page hereof.

ROBERT J. ROBINSON, Register of Deeds