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THIS INSTRUMENT WAS
PREPARED BY:

Hannah Hein
Hutchens Law Firm

STATE OF NORTH CAROLINA

COUNTY OF HOKE

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR RYAN'S RUN SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR RYAN'S RUN SUBDIVISION is made and entered into this 26th
day of October, 2022 by Ryan's Run Properties, LLC ("Declarant"), within Ryan's Run
Subdivision:

WITNESSETH:

WHEREAS, Ryan's Run Properties, LLC ("Declarant") executed and caused to be
recorded that certain Declaration of Covenants, Conditions, and Restrictions in Book 1421,
Pages 397-408, Hoke County Registry (the "Declaration"); and

WHEREAS, pursuant to the Declaration, the Declaration may be amended by the
Declarant during the Development Period; and

WHEREAS, Ryan's Run Subdivision is still within the Development Period and under
Declarant control.

NOW, THEREFORE, Declarant hereby declares that the Declaration be and hereby is
amended as follows:

Submitted electronically by "Hutchens Law Firm LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the Memorandum of Understanding with
the Office of the Register of Deeds of Hoke County. NCGS 47-14(a1)(5).

**ARTICLE 1
DEFINITIONS**

7. **“Common Area”** shall mean any real property owned by the Association for the common use, benefit and enjoyment of the Owners, and all other property required to be included as Common Area by state or municipal law. Common Area shall also mean the roads, the road easements, the open spaces and the utility easements as shown on the Plat of the Development all of which are owned or will be owned by the Association and also including the following (1) the signage and signage lighted installed by the Declarant at the entrance to the Development (the “Entrance Signage”), (2) Sidewalks whether in road right of way or easements or open space, (3) The Lake is common area, however access not available to the water (surface of the Lake), no swimming, boating or fishing of any kind from the surface waters; Lake access is limited to Owners, their dependents, and one (1) guest per one (1) Owner, all guests shall be in attendance of an Owner or a dependent, (4) open space shown on the Plat, and (5) the Drainage Easements shown on the Plat of Development. The Declarant shall be responsible for the maintenance of all streets until the streets are part of the State highway system. The developer is responsible for maintenance of the streets until a HOA is formed.

**ARTICLE 3
MEMBERSHIP AND VOTING RIGHTS**

2. **Voting Rights.** There shall be two (2) classes of membership with respect to voting rights:

a. . . .

b. **Class B Member.** The Class B Member shall be the Declarant. Lots owned by the Class B Member shall be “Class B Lots.” Subject to the provisions of this Section 2(b), Declarant shall be entitled to thirty (30) votes for each Lot that it owns. Upon expiration of the Development Period, Declarant shall have one vote for each Lot that it owns; however, such Declarant owned Lots shall continue to be treated as Class B Lots for assessment purposes.

**ARTICLE 5
ASSESSMENTS**

3. **Maximum Annual Assessment.** The Maximum Annual Assessment through December 31, 2022 for each Class A Lot shall be \$460.00 per year. The Maximum Annual Assment for Class A Lots may automatically be increased by ten percent (10%) of the Maximum Annual Assessment for the previous calendar year unless the Board adopts a lesser increase of the Maximum Annual Assessment.

4. **Budget and Annual Assessments.** Annual assessments shall commence as to a Lot on the first day of the month after the Lot is subjected to this Declaration.

a. **Budget.** The Board of Directors shall adopt a proposed budget for the Association at least annually. Within thirty (30) days after adoption of any proposed budget for the planned community, the executive board shall provide to all the lot owners a summary of the budget and

a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The executive board shall set a date for a meeting of the lot owners to consider ratification of the budget, such meeting to be held not less than 10 or more than 60 days after mailing of the summary and notice. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at that meeting a majority of all the lot owners in the association or any larger vote specified in the declaration rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the lot owners shall be continued until such time as the lot owners ratify a subsequent budget proposed by the executive board.

9. Working Capital Assessment. At the time of closing of the initial sale of each Improved Lot from a Builder to a homeowner, a working capital assessment equal to \$250.00 for Class A Lots, shall be collected from the purchaser of such Lot and paid to the Association to allow the Association to maintain adequate cash balances and meet its operating expenses. Amounts paid to the Association pursuant to this Section 11 shall not be considered as an advance payment of any regular assessment.

12. Street Light Assessment. Each Owner of a Lot agrees to pay Lumbee River Electric Membership Corporation ("LREMC") their apportioned monthly fee for street lights throughout the Subdivision.

ARTICLE 6 MAINTENANCE OF LOTS AND COMMON AREA

3. Storm Water Management. Except for maintenance responsibilities placed on Owners by this Declaration or applicable law or assumed or undertaken by a governmental body or agency, the Association shall maintain storm water management facilities, and comply with all obligations of storm water management laws, regulations and agreements, as part of the common expenses. The Owner of any Lot on, over or through which any storm water management facilities are located shall not obstruct or interfere with their normal and intended operation and shall be responsible for maintaining landscaping thereon including regular mowing of grass and removal of debris and other materials to which may interfere with flow of storm water on, over or through the storm water management facilities. The Owner's responsibility shall also include notification of the Association of any defects in the storm water management facilities including any fencing surrounding said facilities, and of the existence of any debris or other matter Owner cannot remove, and any excessive erosion within any such storm water management facilities. Each Owner of a Lot, and not the Association, shall be responsible for maintenance of all storm water management facilities located on and used exclusively in connection with such Owner's Lot or the improvements thereon including, but not limited to, guttering, and pipes and drains for transportation of storm water from such Lot into any other storm water management facilities. Declarant may assign to the Association, and the Association shall accept from Declarant the assignment of, all obligations of the Declarant under all agreements entered into by the Declarant with respect to storm water management for the Subdivision, provided the Declarant has performed, or made adequate provision for the performance of, all obligations specifically required of the Declarant under the agreements being assigned to the Association.

The Operation and Maintenance Agreement recorded in Book 1415, page 794, Hoke County Register of Deeds, North Carolina is incorporated herein by reference hereto as if it was originally attached to this Declaration.

The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW6210201, as issued by the Division of Energy, Mineral and Land Resources (the "Division") under 15A NCAC 02H.1000, effective January 1, 2017. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit. These covenants are to run with the land and be binding on all persons and parties claiming under them. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the Division. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division. The maximum allowable built-upon area per lot is 4,000 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, grave, brick, stone, slate, coquina and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.

ARTICLE 8 USE RESTRICTIONS

9. Animals. No undomesticated animals, livestock or exotic pets shall be permitted on any Lot. Only common, domesticated dogs, cats, and pet birds, a maximum of three (3), owned as pets for pleasure of the occupants, and not for breeding or commercial use, shall be permitted. All pet enclosures and shelters shall comply with the fence and outbuilding requirements of this Declaration.

10. Vehicles. Lawn tractors, boats, ATVs and other small recreation vehicles, golf carts, and non-operable motor vehicles shall not be permitted on any Lot unless completely enclosed inside a garage with closed door. Other than one pick-up truck or passenger van, there shall be no commercial trucks, delivery vans or tractor trailers permitted to be parked in the Subdivision, except in the course of delivery, pickup or performing a specific service on a Lot, and in no event shall any such commercial vehicle be parked in the Subdivision overnight. No camper, motor home, travel trailer, boat or other recreations vehicle shall be stored outside of the closed garage on any Lot.

11. Fences. In no case shall any fence be erected which shall extend closer to the street than the rear corner of a residence. All fence materials shall consist of exterior grade Lumber or vinyl, shall be white, brown or other neutral color approved by the Association, and not to exceed six (6) feet in height. All wood or vinyl posts will be set in concrete. The finished surface of any fence shall face outwardly from the Lot. No chain link fences are permitted.

On interior Lots or on the interior side of a corner Lot, fences must extend to the side or rear

boundary line. On corner Lots, a fence shall not extend past the side setback line adjacent to the side street. No double fencing between Lots is permitted, and each Lot owner shall have the right and easement to extend his fence and join the fence erected on the adjacent Lot. Notwithstanding the foregoing, deviations from these requirements may be permitted with the prior written consent of Declarant or the Association.

12. Exterior Alterations. No exterior alterations, additions, or changes of any kind may be made to the structure or design of an existing residence and improvements upon the Property without the written consent of the Declarant or Board of Directors. In passing upon such building plans and specifications and Lot-grading and landscaping plans, the Declarant may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built to the building Lot upon which it proposes to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. In the event the Declarant, during the Development Period, and thereafter the Board of Directors or its designated committee fails to approve or disapprove such building plans and specifications within thirty (30) days after the same have been submitted to it as required above, approval shall be conclusively presumed and the provisions of this paragraph shall be deemed to have been complied with. However, no residence or other building, structure or improvements which violates any of the covenants and restrictions herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a Lot.

17. Roads. The roads shown on the Plats shall not be used for any purpose other than ingress and egress, and sidewalks for each Lot. Any shrubbery, edging, fencing, rocks, basketball goals or other objects placed in a right-of-way (including but not limited to the area between the front corners of a Lot and the actual pavement in the street) may be removed by the Declarant at Owner's expense without notice. Any trucks or other commercial vehicles left in a right-of-way overnight may be removed without notice and any towing charges shall be the responsibility of the owner or operator of such vehicle.

EXCEPT as specifically herein amended, all terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to Declaration of Covenants, Conditions and Restrictions of Ryan's Run Subdivision to be executed by Declarant as of the 26th day of October, 2022.

[Signatures on following pages]

Ryan's Run Properties, LLC

Declarant

David T. Upchurch (SEAL)

DAVID T. UPCHURCH - MANAGING PARTNER

STATE OF NC


COUNTY OF Moore

The undersigned, a Notary Public in and for said county and state, does hereby certify that David T Upchurch, personally appeared before me this day in his or her capacity and acknowledged the due execution of the foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ryan's Run Subdivision.

Witness my hand and notarial seal, this the 26 day of October, 2022.

Clark H Campbell
Notary Public printed name

(SEAL)


Notary Public signature

My Commission expires: 8/27/27

