

FILED Mar 21, 2023 10:47:40 am
BOOK 01480
PAGE 0174 THRU 0185
INSTRUMENT # 01611
RECORDING \$26.00
EXCISE TAX (None)

FILED
HOKE COUNTY, NC
ELAINE GRAYBOY
REGISTER
OF DEEDS
ELB

STATE OF NORTH CAROLINA
HOKE COUNTY

**DECLARATION
OF COVENANTS CONDITIONS AND RESTRICTIONS
FOR CAROLINA CROSSING SUBDIVISION PHASE 1**

This DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR CAROLINA CROSSING SUBDIVISION is made this 15th day of February, 2023 by **Ryan's Run Properties, LLC** ("Declarant").

Declarant is the owner and developer of certain real estate in Hoke County, North Carolina, containing 41.16 acres and described in the deed recorded in Deed Book 1369, Page 771, Hoke County Registry. (the "Property");

Declarant has developed a portion of the property into a subdivision known as "**Carolina Crossing Subdivision Phase 1**" as shown on a plat thereof recorded in the office of the Register of Deeds of Hoke County North Carolina in **Plat Cabinet 4196, Pages 0005 & 0006**, (the "Subdivision"); and

Declarant desires to subject the Lots in the Subdivision to the Covenants, Conditions and Restrictions set forth herein:

The Declarant hereby declares that all of the Lots located within the Subdivision are subject to the following easements, covenants, conditions and restrictions, all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each of said Lots. These easements, conditions, covenants and restrictions shall run with the land and shall be binding upon the Declarant and parties acquiring any right, title or interest, in and to the Lots, and shall inure to the benefit of the Declarant and the Lot Owners, and these heirs successors and or assigns.

**ARTICLE 1
DEFINITIONS**

1. **"Development Period"** means the period commencing on the date on which this Declaration is recorded in the Hoke County Register of Deeds and terminating on the earlier to occur of (i) when Declarant no longer owns a Lot in the Subdivision; (ii) the date that Declarant records a notice in the public record terminating the Development Period.
2. **"Lot"** shall mean and refer to any numbered parcel of land designated on the Plats upon which a residence has been or is intended to be constructed.
3. **"Owner"** shall mean and refer to the record owner, including Declarant, whether one or more persons or entities, of a fee simple title to any Lot located within the Subdivision.
4. **"Plat" or "Plats"** shall mean and refer to the record plats of portions of the Property recorded by Declarant, as the same may be amended or supplemented by Declarant from time to time.
5. **"Subdivision"** shall mean and refer to those portions of the Property delineated on the Plat referenced herein above, and delineated on any subsequent Plats of portions of the Property, and/or delineated on recorded plats of additional properties which have been subjected to this Declaration by annexation by Declarant pursuant to the terms of this Declaration. When applicable for the sense of this instrument, the singular should be read as including the plural and the male, female, and neuter pronouns and adjectives should be read as interchangeable.
6. **"Association"** shall mean the Ryan's Run HOA, Inc. a North Carolina non-profit corporation.
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 entrances to the Development (the "Entrance Signage"), (2) Sidewalks whether in the road right of way or easements or open space, (3) open space shown on the Plat, and (4) the Drainage Easements shown on the Plat of Development. The Association shall be responsible for the maintenance of all streets by means of a private road maintenance agreement 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 2
PROPERTY SUBJECT TO THIS DECLARATION**

The Lots, Subdivision and all residences thereon shall be held, transferred, sold, conveyed, leased, mortgage and occupied subject to the terms, provisions, covenants and conditions of this Declaration. Additionally Declarant shall have the following rights with respect to the property subject to this Declaration:

1. **Annexation of Additional Property.** At any time during the Development Period Declarant shall have the right, at the option of Declarant in its sole discretion, to annex additional land to the Subdivision and

to this Declaration without the consent of the Owners by the recording of a plat or plats showing the annexed property and recording an amendment to this Declaration subjecting the annexed property to this Declaration by reference. Any property annexed must be part of, or contiguous to the Property. Declarant may annex one or more parcels at various times during the Development Period.

2. Amendments. Amendments to this Declaration annexing additional property may contain such complementary additions to and modifications of the covenants and restrictions contained in this Declaration as Declarant, in its sole discretion, may deem necessary or appropriate to reflect the different character or use of the property added. Amendments to the Declaration under this paragraph shall not require the joinder or consent of Owners other than Declarant.

3. Withdrawal of Property. Declarant reserves the right to amend this Declaration at any time during the Development Period to remove any portion of the Property from coverage by this Declaration so long as such removal does not unequivocally contradict the general scheme of development of the Lots no longer owned by the Declarant.

4. Special Declarant Rights. Declarant reserves the following "Special Declarant Rights" for the entirety of Property, including any additions thereto, during the Development Period: (i) to complete, repair, maintain and revise any and all improvements indicated on the plats and plans; (ii) to exercise any development right reserved in this Declaration; (iii) to construct and maintain in the Subdivision sales, management or construction offices, model homes, and signs advertising the Property and any property which may be added thereto; and (iv) to revise the Plats to alter the size of any unsold Lot, or to combine, recombine or re-subdivide any unsold Lots.

ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS

1. Membership. Declarant and Owners shall be Members of the Association.

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

a. Class A Members. Class A Members shall be the Owners of all Lots except the Class B Member. Class A Members shall be entitled to one (1) vote for each Lot owned. Lots owned by Class A Members shall be "Class A Lots". When more than one Person owns an interest other than a security interest in any Class A Lot, all such Persons shall be Members and the voting rights appurtenant to their Lot shall be exercised jointly, fractional voting shall not be allowed, and no more than one vote shall be cast with respect to any Lot.

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 ten (10) 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.

3. Declarant's Right to Appoint Directors and Officers of the Association. Until the expiration of the Development Period, Declarant may, in its discretion appoint and remove all of the Directors and officers of the Association. Declarant's intent to exercise or continue to exercise that right shall be set forth in the notice of each annual meeting of the Members.

**ARTICLE 4
PROPERTY RIGHTS**

1. Owners' Easements. Every Owner shall have a right and easement of enjoyment in, use of, and access to, from, and over the Common Area, subject to:

a. the right of the Association to limit the use of Common Area to Owners who occupy a residence on the Subdivision and to their families, tenants and guests, and to make reasonable rules and regulations with respect to use of the Common Area.

b. the right of the Association, with approval of the Members, to dedicate or transfer all or any part of the Common Area to a governmental body or agency, or utility. Dedication or conveyance pursuant to this paragraph shall require the approval of at least Eighty percent (80%) of the votes of the Members in writing or at a duly called meeting of Members. Notwithstanding the above, the Board of Directors of the Association may grant and convey easements for the installation and maintenance of sewage, utility and drainage facilities upon, over, under and across the Common Area without the approval of the Members when necessary or convenient for the use and enjoyment of the Subdivision. The Common Area shall be maintained for the benefit of the Owners or for the public in general and shall not be conveyed except to the County or other governmental entity or to a nonprofit entity organized for purposes similar to those of the Association.

2. Conveyance of Title to the Association. Declarant covenants that it will convey the Common Area to the Association. Declarant hereby reserves and grants for itself an easement over, under, across and through the Common Area so long as it owns any Lot within the Subdivision, for the purpose of maintaining or constructing any improvements on the Common Area or the Lots. Conveyances by the Declarant to the Association shall be free and clear of all encumbrances and liens except restrictive covenants applicable to the Subdivision, access, utility, drainage, greenway and other easements herein, of record, or shown on the recorded plats of the Subdivision, and property taxes not yet due and payable. Any improvements placed on the Common Area by Declarant shall become the property of the Association, except utilities owned and maintained by the Town or other governmental entity, or a public or private utility company.

**ARTICLE 5
ASSESSMENTS**

1. Lien for Assessments. Each Owner of a Lot, by acceptance of a deed, covenants and agrees to pay to the Association the annual assessments and special assessments established by the Association as provided herein. All past due assessments, together with interest and late charges set forth in Section 7 of this Article 5 and all costs of collection, including Attorneys' Fees, shall be the personal obligation of the Owner and shall be a continuing lien against the Lot as provided in Section 3-116 of North Carolina Planned Community Act (Chapter 47F of the North Carolina General Statutes, herein after the "Act"), which lien shall attach to the Lot if said lien remains unpaid for a period of 30 days and a claim of lien is filed by the Association. Assessments, interest and costs of collection, including Attorneys' Fees, shall also be a personal or corporate obligation of the Owner when said assessment becomes due, but the personal or corporate obligation of the Owner shall not be imposed upon Owner's successors unless expressly assumed by them, however, assessments and charges shall continue to be a lien upon the Lot against which the assessment or charge was made.

2. Purpose of Assessments. Assessments shall be used to promote the recreation, health, safety and welfare of the Owners, including for:

- a. management, maintenance, repair and reconstruction of the Common Area and improvements thereon including storm water drainage and stormwater treatment/control structures and the cost of repair, replacement and expansion thereof;
- b. payment of assessments, penalties and fines levied against the Association or the Common Area;
- c. payment of taxes and public assessments levied against Common Area owned in fee by the Association;
- d. procurement of insurance;
- e. employment of attorneys, accountants, management agents and other Persons for Association business;
- f. payment of principal and interest on funds borrowed by the Association; and,
- h. other cost and expenses incurred by the Association in connection with carrying out its duties and obligations pursuant to this Declaration.

3. Maximum Annual Assessment. The Maximum Annual Assessment through December 31, 2023 for each Class A Lot shall be \$400.00 per year. The Maximum Annual Assessment 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 the proposed budget, the Board shall send a copy of the proposed budget to the Members and shall give the Members written notice of a meeting of the Members to consider ratification of the budget, which meeting shall be held at least ten (10) days but not more than sixty (60) days after the mailing of the notice. Said meeting may be combined with the annual meeting of the Members. A quorum shall not be required for a vote on ratification of the budget. The budget shall be deemed ratified unless, at that meeting, Members having a majority of the votes of the entire membership vote to reject the budget. If the proposed budget provides for annual assessments not more than five percent (5%) greater than the annual assessment in effect for the immediately preceding year, such budget shall be deemed ratified unless Members having at least eighty percent (80%) of the votes of the entire membership vote to reject the budget. If the proposed budget is rejected, the budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board. No ratification vote is required for the initial budget.

b. Assessments. The Board of Directors may fix the annual assessment for Class A Lots at any amount not in excess of the Maximum Annual Assessment then in effect. Unless a lower amount is set by the Board, the initial annual assessment shall be the Maximum Annual Assessment set forth in Section 3 of this Article 5 and shall be prorated according to the number of months remaining in the calendar year; provided, however, that, notwithstanding any other provision of this Declaration, the annual assessment for Class B Lots shall always be zero. Annual assessments shall be fixed at a uniform rate for all Lots in each Class and may be collected on a yearly, semiannual, quarterly or monthly basis, as determined by the Board.

c. Notice. At least twenty (20) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each Lot. At least ten (10) days before January 1 of each year, the Board of Directors shall send written notice of such assessment to every Owner subject thereto.

5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy special assessments to raise funds for the construction, reconstruction, repair or replacement of the Common Area and or improvements thereon, for repayment of indebtedness and interest thereon, or for any other nonrecurring common expense. Special Assessments made hereunder shall be subject to approval of not less than two-thirds of the Members present and voting at a meeting of the Members called for the purpose of voting on a special assessment. Special Assessments for Class B Lots shall always be zero. Special Assessments shall be fixed at a uniform rate for all Lots within each Class and maybe collected on a yearly, semiannually, quarterly or monthly basis, as determined by the Board of Directors.

6. Notice of Quorum for any Action Authorized Under Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 of this Article V shall be sent to all Members at least ten (10) days but not more than sixty (60) days prior to the meeting. At such meeting, the presence of Members or of proxies entitled to cast a majority of the votes of each Class of Lots shall constitute a quorum.

7. Remedies for Nonpayment of Assessments. An assessment not paid within ten (10) days after the due date shall incur late charges as established by the Board of Directors. Unpaid assessments shall bear interest from the due date at the rate of eighteen percent (18%) per year. The Association may file a claim of lien against the Lot once an assessment levied against it has remained unpaid for a period of thirty (30) days. The Association may foreclose the claim of lien in the same manner as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the North Carolina General Statutes

8. Subordination of the Lien to Mortgages. The liens provided herein shall be subordinate to the lien of any first mortgage or first deed of trust on a Lot. Sale or transfer of any Lot shall not affect any assessment lien; however, the sale or transfer of a Lot pursuant to foreclosure of a first mortgage or deed of trust shall extinguish the lien of any assessments which become due prior to the date of conveyance pursuant to such foreclosure. No such sale or transfer shall relieve such Lot from liability for any assessments which come due after the sale or liens of such assessments, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

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 \$200.00 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.

10. Declarant's Agreement to Fund Operating Deficits. During the Development Period, Declarant agrees to fund deficits between the normal operating expenses of the Association and the monies received by the Association from the Owners from assessments. Declarant, at its option, may pay such expenses directly to the Person providing the services or materials or pay to the Association the amounts necessary to fund the operating deficit. Any monies paid at any time for or by the Declarant pursuant to this paragraph shall be credited against past or future assessments due from the Declarant, if any.

11. Reserve Account. The Association shall establish separate reserve accounts to fund major repairs to and replacements of Common Area including storm water management facilities. Each annual budget shall show the amount to be placed in reserve for each category for which reserves are to be held.

**ARTICLE 6
MAINTENANCE OF LOTS AND COMMON AREA**

1. Owner's Maintenance Responsibility. Each Owner shall keep his Lot and residence in neat and orderly condition and shall maintain the improvements in a functional and attractive state of repair. Owners shall maintain landscaping on their lot to prevent erosion and not make any modifications or construct any improvements which increases the total impervious area on each lot in excess of 4000 square feet, accelerate or concentrate the flow of storm water runoff.

2. Maintenance by the Association. The Association shall have the right and obligation to ensure that the Common Area is maintained for the benefit of the Owners and shall:

- a. maintain the Common Property in its natural or improved state, as appropriate for use by the Owners, subject to easements of record and any limitations on such use provided in this Declaration;
- b. procure and maintain adequate liability insurance covering the Association and its Members against any loss or damage suffered resulting from use of the Common Property; and,
- c. pay all property taxes and other assessments levied against all Common Property owned in fee by the Association.

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 is within the "High Density Residential Subdivisions Deed Restrictions and Protective Covenances" recorded in **Book 1476, Page 505-510**, Hoke County Register of Deeds, North Carolina is incorporated herein by reference hereto as if it was originally attached to this Declaration.

**ARTICLE 7
EASEMENTS**

1. Owners' Easements. Every Owner shall have a right and easement of enjoyment in, use of and access to, from, and over the Common Area, subject to the right of the Association to limit the use of the Common Area to Owners who occupy a residence in the Subdivision, and their families, tenants and guests. Declarant grants to each Lot Owner mutual, perpetual, non-exclusive and appurtenant easements on, over and under the roads and easements shown on the Plats for

- a. access, ingress and egress
- b. placement, maintenance, replacement and repair of any and all utilities.

2. Declarant's Easements. Declarant reserves for itself, its successors and or assigns mutual, perpetual, non-exclusive and appurtenant easements on, over and under the roads, Common Area, easements and setback areas of Lots (provided that said easements shall not materially and unreasonably interfere with the use of any residence located upon any Lot) shown on the Plats for:

- a. access, ingress and egress to Lots and adjoining land.
- b. placement, maintenance, replacement and repair of any and all utilities, including street lighting. The Association shall be responsible for all fees and costs associated with operation and maintenance of street lights.
- c. grading, construction, installation and maintenance of roads, drainage facilities and erosion control facilities.
- d. placing signs, advertising, marketing and promoting sales of Lots in the Subdivision.

3. Declarant's Additional Easement Rights. Declarant's easement rights reserved herein may be utilized and or assigned for the benefit of property within or outside of the Subdivision, including, without limitation, for any adjoining land which is not part of the Property whether said land is subject to this Declaration or not. Each Owner and/or mortgagee by acceptance of a deed or deed of trust conveying an ownership interest in a Lot, hereby irrevocably appoint Declarant, as his attorney in fact, coupled with an interest, and authorize, direct and empower such attorney, at the option of the attorney, to execute, acknowledge and record for and in the name of such Lot Owner and his mortgagee, such easements or other instruments as may be necessary to complete development and construction of the Subdivision according to the Plats and all applicable permits. The easements may be assigned and/or granted by the Declarant to any utility or service company and Declarant may subject to the Subdivision to a contract with any utility company approved by the North Carolina Utilities Commission.

4. Limitation on Easement Rights. All of the easement rights granted herein shall be subject the following limitations: Declarant shall have the right to contract with Utility providers for exclusive rights to provide utilities within the Subdivision and easement rights shall not be exercised by any Lot owner to install similar utilities for or on behalf of other providers. All use of easements rights shall be subject to all applicable laws, and shall be done with all applicable permits. Any party exercising easement rights shall be responsible to re-pave and re- landscape any disturbed areas and repair any other damage caused by the use. No use of the easements may be made which impairs, restricts or otherwise interferes with existing uses of easements by Declarant or other Lot Owners.

**ARTICLE 8
USE RESTRICTIONS**

1. Land Use. Except for those specific uses set forth in this Section the Lots shall be used for residential purposes only and shall not be used for any agricultural, business or commercial purposes. The following uses shall not be a violation of this restriction:

- a. Maintenance of construction, sales and management offices, model homes, and other construction and sales activities of the Declarant or its assigns.
- b. Use of a Lot for a home occupation which complies with all applicable municipal zoning and other ordinances and regulations, and which does not involve the physical presence of customers, employees, inventory of goods or the shipping, receiving or delivery of goods to or from the Lot.
- c. Declarant, and Declarant's successors in title, may devote any Lot or portion thereof not already sold for any construction to provide the Subdivision with utilities, drainage or erosion control facilities; and Declarant, and Declarant's successors in title, may devote any Lot or portion thereof not already sold, or once sold but later reacquired by Declarant, for street purposes for access to any adjoining property hereafter acquired, by Declarant.

2. Building Type. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family residence not to exceed two stories in height and a private garage for not more than three cars and other outbuildings incidental to the residential use of the Lot. Outbuildings shall be of the same quality, workmanship and material as the principal residence and will be erected and placed to the rear of the residence structure on the Lot. No mobile homes, manufactured homes or other non-site-built homes shall be placed or permitted to remain on any Lot. Out buildings shall be fabricated offsite on materials matching color and materials as the house.

3. Set Back Requirements. Residences, garages and other outbuildings shall be located within setbacks provided by applicable municipal ordinances and as shown on the Plats. If building setback lines are shown on the Plats, those set back lines shall control in the case of any contradiction with the setbacks in this Declaration. For the purpose of this covenant, eaves, steps and overhangs shall not be considered as a part of the residence or outbuildings.

4. Minimum Size of Each Residence. No residence shall be constructed on a Lot which shall have less than 1,700 square feet of heated living space, of which not less than 900 square feet of heated living space is on the ground floor level. Heated living space shall be calculated pursuant to the standards of measurement for dimensional requirements in the municipal zoning ordinance governing the Subdivision.

5. Driveways. All driveways shall be constructed of concrete. Driveways shall be no wider than 20 feet wide where it enters the right of way of the street and are subject to the restrictions on total impervious area on each lot (4000 SF Max.) Each lot shall have a maximum of one (1) street connection and are subject to all NCDOT driveway requirements.

6. Landscaping. All Lots will be properly graded and sodded in the front yard up to the front line of the residence and with shrubbery and bedding materials. The side and rear yards may be seeded. Lot Owners shall be responsible for maintaining ground cover, swales, berms, ditches and other landscape and hardscape features to prevent soil erosion.

7. Temporary Structures. No trailer, tent, shack, carport, shed or other temporary or non-site built structure shall be placed, erected or allowed to remain on a Lot without the written consent of the Declarant. No RV, camper, trailer or structure of a temporary character may be used as a residence temporarily, permanently, or otherwise.

8. Restricted Activities. No commercial, noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

9. Animals. No undomesticated animals, livestock or exotic pets shall be permitted on any Lot. Only common, domesticated dogs, cats, and pet birds in reasonable numbers 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 boats shall be permitted in the backyard of a lot, but no closer than the rear corner of the house. Other than one pick-up truck or passenger van, there shall be no non-operable motor vehicles, 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.

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 not to exceed six (6) feet in height. All wood posts will be set in concrete. 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. 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 the Declarant.

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 on the Property during the Development period without the written consent of the Declarant.

13. Mailboxes. Individual mailboxes are not allowed. All mail will be delivered to the mail kiosk or directly to the street address for parcels too large to fit into the kiosk.

14. Satellite Dishes, TV and Radio Antennas or Towers. No TV, radio antenna, tower or satellite dish larger than 24 inches in width or diameter or 36 inches in height shall be placed or allowed to remain on the Property. No permitted antenna or satellite dishes shall be installed in such a manner or location so as to be visible from the front of any Lot.

15. Clothes Lines. No outside clotheslines shall be permitted on the Property.

16. Signs. No signs or billboards of any kind or nature whatsoever shall be placed on the Property except as specifically authorized by this Declaration. Notwithstanding the foregoing, Declarant's signs identifying and promoting the subdivision shall be permitted on the Property; and 1 "For Sale" or "For Rent" sign not larger than six (6) square feet in area may be placed on a Lot.

17. Roads. The roads shown on the Plats shall not be used for any purpose other than ingress and egress, placement of one mailbox 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.

18. Partition or Re-Subdivision. With the exception of Lots re-platted pursuant to Declarant's Special Development rights, no Lot in the subdivision shall be subdivided or re-platted to create additional Lots or reduce the size of any Lot. Subject to written and recorded approval of Declarant during the Development Period, two or more lots may be recombined to create an equal or lesser number of Lots, but in no event shall any Lot created by said recombination be smaller in area, width along the road frontage, and average depth from road to rear lot line than the Lot on the original Plats having the smallest measurements for said dimensions.

19. Use of Block Materials. No residence or other structure using exposed cement block wall shall be placed upon a Lot. Block foundations shall be faced in brick or covered with mortar parging or stucco to cover block.

20. Trash/Construction Debris Disposal. During construction of any single family residence on a Lot, each such Lot Owner shall maintain a trash bin for the accumulation of all construction debris, trash, garbage, or other rubbish. All such construction debris, trash, garbage, and other rubbish shall be promptly and regularly deposited in said trash bin and removed from the Lot. Declarant shall have the right to dispose of any trash, garbage, or other rubbish of a Lot Owner in violation of this Section and such Lot Owner shall reimburse the Declarant for its actual costs within ten (10) days of written demand therefore. If such Lot Owner fails to pay such amount within the allotted time, then the amount owed shall be a charge on the Lot and shall be a continuing lien upon the Lot. Such amount, together with interest at the legal rate, costs and reasonable attorney's fees, shall also be the personal obligation of the Lot Owner at the time when the obligation fell due. The Declarant may bring an action at law against the Owner obligated to pay the same, or foreclose the lien against the Lot. No Owner of any Lot may waive or otherwise escape liability for such obligation by abandonment of its Lot. Any such lien shall be subordinate to the lien of any first mortgage.

ARTICLE 9 GENERAL PROVISIONS

1. Term and Amendment. The covenants and restrictions imposed by this Declaration shall run with the land for a term of 20 years from the date of recording and shall automatically renew for successive terms of 10 years each unless terminated by a recorded instrument executed by not less than 66% of the Lot Owners. Notwithstanding anything contained herein, this Declaration may be amended by the Declarant during the Development Period, or thereafter, by a recorded instrument executed by not less than 66% of the Lot Owners.

2. Enforcement. In addition to specific remedies set forth herein, the Declarant or any Lot Owner may enforce this Declaration by proceedings at law or equity against any person violating any covenant, condition or restriction to restrain or enjoin violation or to recover damages, and if a violation is established by said proceeding the enforcing party shall be entitled to also recover all reasonable court cost and attorney fees incurred in the enforcement.

3. Severability. Invalidation of any one of these covenants, conditions or restriction by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

4. Conflict with Laws. To the extent the provisions of this Declaration conflict with any applicable governmental statute, ordinance or regulation the governmental provision shall control over the terms of this Declaration.

5. Successors. References to Declarant, Owners, Association, and other persons, or parties, natural or corporate shall include their heirs, executors, administrators, successors and or assigns.

Declarant has caused this instrument to be executed by its duly authorized Manager this the day and year first above written.

RYAN'S RUN PROPERTIES, LLC

By: David T. Upchurch
David T. Upchurch, Manager

STATE OF NORTH CAROLINA ,
COUNTY OF MOORE , to wit:

I certify that the following person(s) appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated: David T. Upchurch, Manager of Ryan's Run Properties, LLC.

This 21 day of March 2023.

[Signature]
Notary Public

NOTARY SEAL

My commission expires: 8/27/27

CLARK H. CAMPBELL
Notary Public
North Carolina
Moore County