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END PAGE	0565
INSTRUMENT #	01493
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THIS INSTRUMENT WAS  
PREPARED BY:

Hannah Hein  
Hutchens Law Firm

**STATE OF NORTH CAROLINA**

**COUNTY OF HOKE**

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

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR RYAN'S RUN SUBDIVISION is made and entered into this 3<sup>rd</sup>  
day of March, 2025 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; 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.

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 Third Amendment to Declaration of Covenants, Conditions and Restrictions of Ryan’s Run Subdivision to be executed by Declarant as of the 3rd day of March, 2025.

[Signatures on following pages]

Ryan's Run Properties, LLC  
Declarant

David T. Upchurch (SEAL)

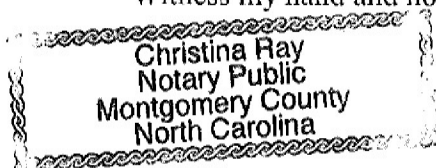
MANAGING PARTNER

STATE OF North Carolina

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 Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Ryan's Run Subdivision.

Witness my hand and notarial seal, this the 3<sup>rd</sup> day of March, 2025.



(SEAL)

Christina Ray  
Notary Public printed name

Christina Ray  
Notary Public signature

My Commission expires: 10/22/2029