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**THIS AMENDMENT TO AND RESTATEMENT OF THE DECLARATION OF RESTRICTING COVENANTS (AS AMENDED)** (the "Amended Declaration"), made this 15<sup>th</sup> day of August, 2019, by the River ridge Run Property Owner's Association, a North Carolina non-profit corporation, (the "Association"), successor by assignment of Coley Properties, Inc., (the "Developer" or "Declarant") for the purpose and intention of amending those certain Declarations of Restricting Covenants pertaining to the Property, as recorded in Book 183, Page 681; Book 187, Page 855; Book 194, Page 147; and Book 226, Page 911, all of the Alexander County Registry (collectively, the "Declaration").

#### **STATEMENT OF PURPOSE**

**WHEREAS**, Coley Properties, Inc. was the Declarant and Developer of certain real property located in Alexander County, North Carolina, which is more particularly described on those certain maps recorded in Plat Book 3, Page 107, and Plat Book 4, Page 35, known as River Ridge Run Sections I and II (the "Property"); and

**WHEREAS**, pursuant to the provisions of the Declaration, the Association (consisting of all of the owners of the lots comprising the Property), by this Amended Declaration, desires to amend such restrictions in order to maintain a residential community of single-family residents and to insure the attractiveness of River Ridge Run, and to prevent any future impairment thereof; and

**WHEREAS**, the Association desires to subject the real property described herein to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and for the benefit of said property and each owner thereof; and

**WHEREAS**, Section IV of River Ridge Run is controlled and governed by a separate set of declarations as recorded in Book 238, page 61, of the Alexander County Registry, but that the Association administers both the Declarations concerning the Property and the declarations concerning Section IV of River Ridge Run, and desires to establish these uniform procedures for the Association's administrative powers; and

**WHEREAS**, the Association further desires to acknowledge that the Association has been created and has been delegated the powers of owning, maintaining, improving and administering the common area, administering and enforcing the covenants and restrictions contained herein, and collecting and disbursing the assessments and charges hereinafter created, in order to efficiently reserve, protect and enhance the values and amenities in River Ridge Run, to ensure the residents' enjoyment of the specific rights, privileges and easements in the common areas and to provide for the maintenance and upkeep of the common areas; and

**WHEREAS**, the Association will continue to be maintained as a non-profit corporation for the purpose of exercising and performing the aforesaid functions.

**NOW, THEREFORE**, the Association hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, such real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## **GENERAL PROVISIONS**

### **1. DEFINITIONS**

1.1 "Association" shall mean and refer to River Ridge Run Property Owner's Association, Inc., its successors and assigns.

1.2 "Board" shall mean a nine member leadership body elected by and from the Association's Members.

1.3 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.4 "Property" or "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of this Amended Declaration.

1.5 "Common Area" or "Common Elements" shall mean or refer to the trails, entrance areas and well lots and any other lots depicted as common on the aforementioned plats, provided, however, that any land designated as "Open Space" which is dedicated to public use on such plat and which is accepted for maintenance purposes by a public authority shall not be a part of the Common Area.

1.6 "Member" shall mean and refer to every person or entity who holds membership with voting rights in the Association, including those persons or entities who are owners of properties located within Section IV of River Ridge Run. Only those persons or entities who shall be in "good standing", as determined by the payment of dues, fees, fines, and the observance of the rules and regulations imposed by this Declaration and/or, as applicable, the declaration concerning Section IV of River Ridge Run, shall be entitled to vote on any matter placed before the Association.

1.7 "Lot" shall mean and refer to any separately numbered, deeded and recorded plot of land shown upon any now or subsequently recorded subdivision map of the Properties, conveyed for the purpose of constructing a residence, with the exception of Common Area and dedicated streets and shall include any dwelling and other improvements constructed thereon.

1.8 "Planned Community Act" shall mean and refer to the provisions of Chapter 47F of the North Carolina General Statutes.

1.9 Any term not specifically defined in these Amended Declarations shall have the meaning as set forth in the following documents in the order of priority listed: (i) in the By-laws of the Association, if so defined therein; (ii) in the Articles of Incorporation of the Association, if so defined therein; and (iii) in the Planned Community Act, if so defined therein.

### **2. APPLICABILITY OF EXISTING RESTRICTIONS.**



This Amended Declaration replaces and supersedes all previous Declarations concerning the Property and shall be binding upon each and every Lot and Owner, their heirs, successors, and assigns, as though they were the original declarations restricting the Property.

### **3. ADOPTION OF PLANNED COMMUNITY ACT.**

Pursuant to the required vote of the members of the Association, the provisions of the Planned Community Act, as amended; are hereby adopted and incorporated herein by reference; provided, however, that to the extent permissible by law, in the event of a conflict between this Amended Declaration and the Planned Community Act, this Amended Declaration shall control.

## **USE RESTRICTIONS**

### **4. BINDING EFFECT, AMENDMENT, ENFORCEMENT**

4.1 This Amended Declaration shall run with the land and shall be effective and binding upon the Property, the Lots, and the Owners at the date of recording in the Alexander County Register of Deeds office and shall remain binding to and until January 1, 2010, after which time they shall be automatically extended for successive periods of five (5) years unless terminated by the vote of at least eighty percent (80%) of the Owners entitled to cast the votes of the Association or amended (except for the provisions relating to the extension or termination of this Amended Declaration) by the vote of sixty-seven percent (67%) of the Owners entitled to cast the votes of the Association; provided, however, that no termination or amendment of this Amended Declaration shall be effective unless and until: (i) a document containing the text of the termination or amendment has been duly executed and authenticated, under penalty of perjury, by the Officers of the Association and duly recorded in the office of the Register of Deeds of Alexander County, North Carolina; and (ii) approval of any governmental office having jurisdiction is obtained (if required by the nature of the amendment).

4.2 If the Owner of any Lot shall violate or attempt to violate any of the provisions herein, it shall be lawful for any person(s), firm or corporation owning any real property within the Property, including the Association, to prosecute any proceeding at law or in equity against the Owner(s) violating or attempting to violate any such provisions, and either to prevent such Owner from so doing, or to recover damages for such violation.

4.3 Invalidation of any one of these covenants by a judgment or court order shall in no way affect the validity or enforceability of any of the other covenants, which will remain in full force and effect.

### **5. LOT USES, BUILDING RESTRICTIONS.**

5.1 No building, fence, or other structure including boat houses shall be erected, placed or altered on any Lot until the proposed building plans, specifications, septic system permit, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas) and construction schedule shall have been approved in writing by the Board of Directors of the Association (the "Board"), its successors or assigns. Refusal of approval of plans, location, or specifications may be based by the Board upon any ground, including purely aesthetic considerations. Carports, porte cocheres, and the like, are strongly discouraged by the Board, and any exceptions must be approved by the Board in conjunction with the normal construction design requirements. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Board. Two copies of plans and specifications should be submitted; one for approval, one for recall.

5.2 All Lots within the Property shall be known and described as single-family residential lots, and no part of such Lots or any structure thereon shall be used for any type of commercial or business use which creates an audible, visual, or other sensory nuisance or annoyance. No structure shall be erected, altered, placed, or permitted to remain on any lot other than (a) one detached single-family dwelling and (b) any accessory building, or other structure permitted by the Board. All principal residences shall be constructed for the purpose of owner occupancy.



5.3 All homes constructed in the Property shall be principally of brick, stone, stucco over wood (not block) frame, or wood siding natural, stained, or painted) of four inches or larger, or of materials approved in writing by the Board. There shall be no exposed concrete or cinder block construction. All construction of any nature shall be subject to the approval of the Board as set forth herein. Plans chosen for submission should reflect the central theme of the community, country living within the framework of good taste and harmonious but interesting neighborhood development. Careful attention should be given to overall form, to homogeneous material and exterior color selection.

5.4 All homes existing or under construction at the time of the adoption of these Amended Restrictions ("Existing Structures") shall be or have been constructed in accordance with the following provisions: Any principal residence erected in the Property shall contain a minimum of eighteen hundred (1,800) square feet of heated and finished floor space, exclusive of porches, garages, breeze ways, and basements. If the home as constructed has 1½ or 2 stories, or is a split level, each level's minimum square footage is subject to the Board's approval. Without the prior approval of the Board, the height of the main residence on each building plat shall be not more than two (2) full stories above the normal surface of the ground. All renovations to Existing Structures (including significant landscape renovations) shall be approved, in writing, by the Board prior to the commencement of any work.

5.5 All homes to be constructed after the time of the adoption of these Amended Restrictions ("New Construction") shall be or have been constructed in accordance with the following provisions: Any new principal residence erected in the Property shall contain not less than a total of two thousand two hundred (2,200) square feet of interior floor space, exclusive of unenclosed porches or porches enclosed only with wire screening and also exclusive of attic, garret, garage and carport areas and basement (whether or not heated and finished) or cellar areas. If the dwelling is more than one floor, the Board shall determine the minimum square footage for each floor level on a case-by-case basis prior to construction. All plans and specifications for such improvement to any Lot, whether by New Construction or renovation (including significant landscape renovations) shall be approved, in writing, by the Board prior to the commencement of any work.

5.6 The exterior of any house or building, including renovations thereto, shall be completed within twelve (12) calendar months from the date on which the construction thereof is commenced. No building material shall be stored on any Lot except for the purpose of construction on such Lot and no materials shall be stored on such Lot longer than the length of time reasonably necessary for the construction in which the same is to be used.

5.7 All Existing Structures shall be at least forty (40) feet from the front property line and at least ten (10) feet from either side property line and fifty (50) feet from the rear property line unless otherwise approved in writing by the Board. All New Construction and any ancillary buildings or additions to Existing Structures shall be at least forty (40) feet from the front property line and at least fifteen (15) feet from either side property line and fifty (50) feet from the rear property line or as required by the Alexander County building codes. Location of the house should protect existing views, topography, and trees.

5.8 Notwithstanding any provision herein to the contrary, if one person, firm or corporation purchases two or more adjoining Lots within the Subdivision, then, upon such Owner's request, the set-back requirement and the Association's reservation of easement which would otherwise apply to the common line of such Lots shall not apply, and the two Lots shall be considered as one for such purposes.

5.9 No Lot in the Property shall be re-subdivided so as to create an additional building lot, except that the Association reserves the right to subdivide any of the said Lots. Where a residence has been erected on a plot consisting of more than one Lot, said plot shall be thereafter treated as one Lot for the purpose of these restrictions and shall not thereafter be divided or sold as more than one separate Lot or in any other manner re-subdivided unless minimum setback requirements specified herein are maintained and without the express written approval of the Board. All land uses other than prime residential and related accessory buildings are prohibited. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one detached, single-family dwelling, except with the prior written permission of the Board.



5.10 There is reserved to the Association without further assent or permit, the right, title, and privilege of perpetual, alienable, and releaseable easement to construct, install, repair, and maintain utilities including but not limited to water, sewer, telephone, and electrical utilities with the right of entry for purposes of inspection and repair, over, through, upon, across, and under each and every Lot in this subdivision. This easement shall run an even width of ten (10) feet along the front, rear, and side lines of all such Lots. By acceptance of a deed or any other conveyance to any such Lot in respect to which this easement applies, the purchaser, for itself, its successors and/or assigns, shall be deemed to have waived any and all claims for maintenance and repair thereof or on account of temporary or other inconvenience thereby. The exercise of this easement for the construction and installation of any given utility shall not bar the further exercise of this easement for the construction and installation of other utilities.

5.11 No trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Board unless located within twenty (20) feet of the main dwelling or accessory building or within twenty (20) feet of the approved site for such building. The foregoing shall in no way limit an Owner's right to remove or prune dead, diseased, or severely damaged trees or portions thereof. No one will be allowed to strip top soil from any Lot or otherwise waste away the natural beauty of the Lot. This, of course, does not disallow Board approved necessary construction and other activities calculated to increase the beauty of the Lot or increase its value.

5.12 Prior to the occupancy of a residence on any Lot, proper and suitable provision shall be made for the disposal of sewage. When sewer mains are installed, all residences shall connect to said sewer mains within ninety (90) days after notice that said sewer mains are in operation. No sewage shall be emptied or discharged onto any Lot, any drainage basin, or into the lake, any creek, marsh, river, or shoreline thereof. No sewage disposal system shall be permitted on any Lot nor may any sewage disposal system be used unless such system is designed, located, constructed, and maintained in accordance with the requirements, standards, and recommendations of the appropriate public health authority.

## **6. VEHICLES, PARKING, DRIVEWAYS, STREETS AND ROADS.**

6.1 All driveways, parking, and/or walkways shall be surfaced with asphalt, concrete, flagstone, brick, disjointed pavers, "grow-through" precast driveway paving modules, or other materials approved by the Board. There shall be no grass or gravel drives or parking areas on any Lot. For Existing Structures, ample off-street parking for two (2) cars is required. For New Construction, ample off-street parking for three (3) cars is required. Habitual parking of any vehicle, other than daily use vehicles, shall be out of view from the street and neighbors. No habitual parking of non-resident vehicles shall be allowed. All parking shall be outside of the right-of-way of the streets of the Property.

6.2 Certain Lots designated by the Developer and/or the Association which surround cul-de-sacs will have common driveway connections to the cul-de-sac. The driveway will be located on the common property line between certain adjoining Lots. Other Lots may be designated by the Association for common driveway connections. The common driveway length and location will be determined and approved by the Association. The initial and proportionate cost of the common driveway will be rebated by the purchaser of any Lot utilizing an existing drive and such cost will be added to the closing cost.

6.3 Motor vehicles, boats, lawnmowers, campers, trailers, motor homes, commercial or utility trailers or other like devices or their carriers will not be stored, assembled or disassembled within plain view from the street address of said property. Loading, unloading, cleaning and the like of such devices is permissible for a length of time not to exceed one (1) week unless approved by the Board.

6.4 No motor vehicles or motor bikes are permitted in walk and bike pathways, or riding trails. These motor vehicles or motor bikes are to be operated within the community only as a means of transportation and are not to be utilized for recreational purposes within the community and are not to become an annoyance or nuisance to the neighborhood. No vehicle as aforesaid shall be operated within the community for any purpose without a muffler



and exhaust system as designated by its manufacturer and in accordance with the State of North Carolina as relates to the operation of motor vehicles upon the public highways.

6.5 A non-exclusive easement for egress and ingress and utilities is reserved by the Association and its successors and assigns in and to all roads or easements in and about the Subdivision now existing or hereafter constructed.

## **7. ANIMALS, SIGNS, SCREENS, WASTE, FENCES.**

7.1 No livestock, poultry or other animals other than household pets may be kept on any Lot. No Owner shall allow any pet to create a nuisance to others (via habitual barking or otherwise). All animal waste shall be immediately gathered and removed from the Lots of other Owners, right-of-ways, and common areas so as to not be a nuisance. No pet enclosure may be visible from the street, but may be visible from adjoining Lots, so long as design, construction and materials match the home and with approval by the Board.

7.2 No sign of any kind shall be displayed to the public view on any lot, except one (1) sign of not more than one (1) square feet, advertising the presence of a security system on the property; two (2) signs of not more than six (6) square feet, advertising the property for sale; and not more than two (2) temporary political signs and/or yard sale signs of not more than six (6) square feet each. Removal of such temporary signs shall be completed within four (4) days following the end of the subject event.

7.3 All trash, garbage, or other waste shall be kept in sanitary containers which are hidden from view, except on trash pick-up day and the prior evening. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, yard waste, or other waste. Notwithstanding the foregoing, yard waste may be temporarily stored prior to disposal or burned in compliance with Alexander County regulations.

7.4 All storage tanks, which shall be deemed to include by way of example and not limitation, propane tanks and swimming pool filtration equipment, shall be hidden from view from the street and neighbors at the time of installation and at all times thereafter.

7.5 All fences erected shall be subject to the approval of the Association as set forth herein.

## **8. ASSESSMENTS, ENFORCEMENT, LIENS.**

8.1 Each Lot Owner, including the owners of lots within Section IV of River Ridge Run, shall be required to pay the Association an annual assessment in the amount determined by the Association (the "Annual Assessment") for each improved or unimproved Lot owned. The Annual Assessment may be adjusted by the Board in accordance with River Ridge Run By-Laws. All assessments shall be equal, on a per Lot basis, for Owners within the Property and for owners in Section IV of River Ridge Run. Provided, however, if two (2) or more adjacent Lots are owned by an individual for the purposes of erecting one single-family dwelling, the said Owner shall pay the Association the same fee as would be required for ownership of one (1) Lot as herein set out. The aforesaid assessments are to be used by the Association for the maintenance and improvement of the property, roads, trails, entrance area, other Common Elements, and any other purpose permissible under these Amended Declarations, the By-laws, the Articles of Incorporation, or the Planned Community Act. The first year's fees will be payable by Lot Owners upon receipt of their warranty deed on a monthly pro-rata basis and annually on July 1 each year thereafter. The amount of this fee shall be subject to change at the vote of the Association. These fees are recorded in the deed restrictions and shall represent a lien against each Lot.

8.2 In addition to the general adoption of the Planned Community Act, as listed above, The Association is hereby specifically granted and shall possess all rights contained in Sections 47F-3-102, 47F-3-107.1, 47F-3-115 and 47F-3-116 of the Planned Community Act, as may be amended, for the assessment and enforcement of fines and liens for assessments. If the Association is required to take legal action to collect any Assessment from any Owner(s), said Owner(s) shall, in addition to the assessments sought, be responsible to the Association for the



payment of all cost and expenses of collection, including by way of example and not limitation, reasonable attorneys' fees.

## **9. ADDITIONAL, MISCELLANEOUS PROVISIONS.**

9.1 The Owner(s) of each Lot shall maintain such Lot, including, but not limited to, the building, grounds, decks, docks, and seawalls, in a clean and attractive manner and shall prevent the development of any unclean, unsightly, or unkempt condition of any improvement or grounds on such Lot. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds, including excessive grass growth in non-wooded areas, on such Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. In the event an Owner fails to maintain said Lot pursuant to this paragraph, the Association, upon fifteen (15) days written notice to the Owner, shall be authorized to employ the services of a third-party to perform such repair and maintenance as may be necessary to bring said Lot in compliance with this paragraph and bill the Owner for the cost thereof. Any bill for third-party services under this paragraph shall be a Special Assessment against the Lot and Owner and enforceable pursuant to the provisions these Amended Declarations and the Planned Community Act.

9.2 Outside clotheslines will not be permitted on any Lot except with the written permission of the Board.

9.3 No well of any nature shall be sunk or drilled on any Lot except with the written permission of the Board. No above-ground pools shall be permitted within the Property.

9.4 No trailer, camping vehicle, tent, basement, shack, garage, or other outbuilding erected or housed on any Lot shall be used at any time as a residence, temporarily or permanently.

9.5 No selling of items in the yards or right-of-ways, except that each Lot may host two (2) yard sales per year for a maximum of two (2) days each.

9.6 Nothing shall be done on any Lot whereby the natural flow of surface water shall be increased or altered in such a manner as to cause a nuisance to any adjoining or neighboring property.

9.7 Satellite dishes of a maximum diameter of 20" shall be permitted. No antenna or other structure shall extend more than six (6) feet above the highest roof ridge of the principal structure on the Lot.

9.8 Except as in conjunction with construction and/or renovation approved by the Board pursuant to the provisions hereof, no non-permanent recreational or maintenance equipment shall be left overnight in areas visible from the streets of the Property. To promote a family-friendly neighborhood, recreational equipment in good working condition will be permitted.

9.9 All construction and maintenance within the Property shall conform to professional levels of construction, shall be better than average for the Hickory area, and of such a quality to be publishable. No plastic or other tarps shall be used for any permanent or semi-permanent use, except that plastic or other tarps may be used for a period, not to exceed two (2) weeks, during construction or emergency repairs.

9.10 There shall be absolutely no recreational discharge of firearms, bows and arrows, crossbows, or other dangerous projectiles within the Property. This restriction includes the prohibition of hunting.

## **10. ADOPTION BY SECTION IV OF RIVER RIDGE RUN.**

At such time as the owners of all lots and properties within Section IV of River Ridge Run shall approve, by the unanimous decision of all said owners, the definition of Property herein shall be modified, amended, and expanded to include those lots and properties located within Section IV of River Ridge Run (Plat Book 4, Page 92).

## **11. CONTROLLING PRIORITY.**



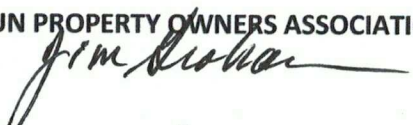
If any conflict arrives among the below listed documents, the controlling priority shall be as follows:

- (1) This Amended Declaration;
- (2) The Articles of Incorporation of the Association;
- (3) The Bylaws of the Association; and
- (4) Chapter 47F of the North Carolina General Statutes.

**IN TESTIMONY WHEREOF**, the Association has caused this Amendment to and Restatement of the Declaration of Restricting Covenants (As Amended) For River Ridge Run to be signed in its corporate name by its President, and its corporate seal to be hereunto affixed, and attested by its Secretary, by order of its Board of Directors duly made, the day and year first above written.

**RIVER RIDGE RUN PROPERTY OWNERS ASSOCIATION, INC.**

By: Jim Graham  
President



ATTEST: Louise Mason  
Secretary

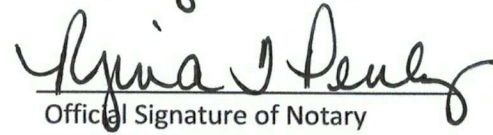


State of North Carolina  
County of Catawba

I, Regina Deely, Notary Public, do hereby certify that Jim Graham (name of individual(s) whose acknowledgment is being taken) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 15 day of Aug, 2019



My commission expires: March 15, 2020



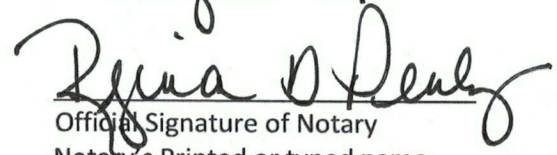
Official Signature of Notary  
Notary's Printed or typed name  
Notary Public

State of North Carolina  
County of Catawba

I, Regina Deely, Notary Public, do hereby certify that Louise Mason (name of individual(s) whose acknowledgment is being taken) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 15 day of Aug, 2019.



My commission expires: March 15, 2020



Official Signature of Notary  
Notary's Printed or typed name  
Notary Public