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TRANSYLVANIA CO, NC FEE \$26.00

PRESENTED & RECORDED:

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BETH C LANDRETH

REGISTER OF DEEDS

BY: DELIA MCCALL

DEPUTY REGISTER OF DEEDS

BK: DOC 1097

PG: 160-172

DECLARATION
of
Covenants, Conditions, & Restrictions
for
Line Runner Ridge
A Planned Community Development
November 9, 2023

THIS RESTATED DECLARATION (the "RD" or "Declaration") for Line Runner Ridge (the "Development") is hereby made and entered into as of the day and year first set forth hereinabove, by the Line Runner Ridge Maintenance Corporation, Inc. ("LRMC") for the purposes set forth hereinbelow.

WITNESSETH:

WHEREAS, the undersigned desire to restate the provisions of the Line Runner Ridge Declaration, so that:

All of the covenants, conditions, and restrictions affecting the entire Development for ease and convenience of reference thereto, and for the mutual benefit of all of the Owners of any interest in the Development; and

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The terms hereof shall more adequately address and legally comply with the provisions of the NCPCA.

NOW, THEREFORE, for and in exchange of the mutual covenants and promises given and made herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned for themselves and for their occupants, mortgagees, heirs, executors, administrators, successors, and/or assigns, hereby make and agree to be bound by the covenants, conditions, and restrictions set forth within this RD including any Instruments or Exhibits incorporated herein by reference, as all may be validly amended or adopted from time to time hereafter.

I. Definitions:

- i. "Allocated interests" means the common expense liability and votes in LRMC allocated to each lot.
- ii. "Association" or "owners' association" means LRMC.
- iii. "Common elements" means any real estate within the Development owned or leased by LRMC.
- iv. "Common expenses" means expenditures made by or financial liabilities of LRMC, together with any allocations to reserves.
- v. "Common expense liability" means the liability for common expenses allocated to each lot.
- vi. "Board" means the body, regardless of name, designated in the declaration to act on behalf of the Development.
- vii. "Lessee" means the party entitled to present possession of a leased lot whether lessee, sublessee, or assignee.
- viii. "Lot" means a physical portion of the Development designated for separate ownership or occupancy by a lot owner.
- ix. "Lot owner" means a person who owns a lot in the Development, but does not include a person having an interest in a lot solely as security for an obligation.
- x. "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.
- xi. "Planned community" means real estate with respect to which any person, by virtue of that person's ownership of a lot, is expressly obligated by a declaration to pay real property taxes, insurance premiums, or other expenses to maintain, improve, or benefit other lots or other real estate described in the declaration.
- xii. "Purchaser" means any person, other than a person in the business of selling real estate for the purchaser's own account, who by means of a voluntary transfer acquires a legal or equitable interest in a lot, other than (i) a leasehold interest (including renewal options) of less than 20 years, or (ii) as security for an obligation.
- xiii. "Real estate" means any leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements and

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interests which by custom, usage, or law pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. "Real estate" includes parcels with or without upper or lower boundaries, and spaces that may be filled with air or water.

- xiv. "Reasonable attorneys' fees" means attorneys' fees reasonably incurred without regard to any limitations on attorneys' fees which otherwise may be allowed by law.

- II. Amendment of Declaration. The declaration may be amended only by affirmative vote or written agreement signed by owners of lots to which at least sixty-seven percent (67%) of the votes in LRMC are allocated.
- III. Powers of LRMC. LRMC may do all of the following:
 - a. Adopt and amend bylaws and rules and regulations.
 - b. Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from lot owners.
 - c. Hire and discharge managing agents and other employees, agents, and independent contractors.
 - d. Institute, defend, or intervene in litigation or administrative proceedings on matters affecting the Development.
 - e. Make contracts and incur liabilities.
 - f. Regulate the use, maintenance, repair, replacement, and modification of common elements.
 - g. Impose reasonable charges for late payment of assessments, not to exceed the greater of twenty dollars (\$20.00) per month or ten percent (10%) of any assessment installment unpaid and, after notice and an opportunity to be heard, suspend privileges or services provided by LRMC (except rights of access to lots) during any period that assessments or other amounts due and owing to LRMC remain unpaid for a period of 30 days or longer.
 - h. After notice and an opportunity to be heard, impose reasonable fines or suspend privileges or services provided by LRMC (except rights of access to lots) for reasonable periods for violations of the declaration, bylaws, and rules and regulations of LRMC.
 - i. Impose reasonable charges in connection with the preparation and recordation of documents, including, without limitation, amendments to the declaration.
 - j. Impose reasonable charges in connection with the preparation of statements of unpaid assessments, which must be furnished within 10 business days after receipt of the request, in an amount not to exceed two hundred dollars (\$200.00) per statement or request, and an additional expedite fee in an amount not to exceed one hundred dollars (\$100.00) if the request is made within 48 hours of closing, all of which charges may be collected by LRMC, its managers, or its agents.
 - k. Provide for the indemnification of and maintain liability insurance for its officers, board, directors, employees, and agents.
 - l. Assign its right to future income, including the right to receive common expense assessments.

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- m. Exercise all other powers that may be exercised in this State by legal entities of the same type as LRMC.
 - n. Exercise any other powers necessary and proper for the governance and operation of LRMC and the Development.

- IV. The Board of Line Runner Ridge Maintenance Corporation, Inc.
 - a. LRMC shall publish the names and addresses of all officers and board members of LRMC within 30 days of their election.

- V. Rights of Way and Common Elements
 - a. Each lot owner shall enjoy a joint or mutual road right of way over the private roads located within the Development. Said roadways shall be graded and graveled in a sufficient width to allow access to and from several existing tracts; the rights of way conveyed shall be mutual, not exclusive; maintenance of said rights of way shall be maintained as hereinafter provided.
 - b. Each lot owner shall enjoy the right to use in common with others the eight acre lake with entry into the lake being from an area reserved by LRMC near the north end of the dam for use by the lot owners. All use of the lake is to be done at the risk of the lot owner, their family, or invitees.
 - c. Each lot owner shall pay a pro-rata amount for the costs associated with roadways, the lake and the dam.

- VI. Nuisances
 - a. No mobile homes of any sort shall be allowed in the Development.
 - b. No nuisances, junk cars, noxious or offensive activities shall be carried out upon any of the property.

- VII. Maintenance; responsibility and assessments for damages.
 - a. LRMC is responsible for causing the common elements to be maintained, repaired, and replaced when necessary and to assess the lot owners as necessary to recover the costs of such maintenance, repair, or replacement. Each lot owner is responsible for the maintenance and repair of his lot or lots and any improvements thereon. Each lot owner shall afford to LRMC and when necessary to another lot owner access through the lot owner's lot or the limited common element allocated to the lot owner's lot reasonably necessary for any such maintenance, repair, or replacement activity.
 - b. If a lot owner is legally responsible for damage inflicted on any common element or limited common element, LRMC may direct such lot owner to repair such damage, or LRMC may itself cause the repairs to be made and recover damages from the responsible lot owner.
 - c. If damage is inflicted on any lot by an agent of LRMC in the scope of the agent's activities as such agent, LRMC is liable to repair such damage or to reimburse the lot owner for the cost of repairing such damages. LRMC shall also be liable for any losses to the lot owner.

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VIII. Procedures for Fines and Suspension of Privileges

- a. A hearing shall be held before the board or an adjudicatory panel appointed by the board to determine if any lot owner should be fined or if LRMC privileges or services should be suspended pursuant to the powers granted to LRMC in G.S. 47F-3-102(11) and (12). Any adjudicatory panel appointed by the board shall be composed of members of LRMC who are not members of the board. The lot owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and without further hearing, for each day more than five days after the decision that the violation occurs. Such fines shall be assessments secured by liens under G.S. 47F-3-116. If it is decided that a suspension of planned community privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured. The lot owner may appeal the decision of an adjudicatory panel to the board by delivering written notice of appeal to the board within 15 days after the date of the decision. The board may affirm, vacate, or modify the prior decision of the adjudicatory body.

IX. Meetings

- a. A meeting of LRMC shall be held at least once each year. Special meetings of LRMC may be called by the president, a majority of the board, or by lot owners having ten percent (10%), or any lower percentage specified in the bylaws, of the votes in LRMC. Not less than 10 nor more than 60 days in advance of any meeting, the secretary or other officer specified in the bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each lot or to any other mailing address designated in writing by the lot owner, or sent by electronic means, including by electronic mail over the Internet, to an electronic mailing address designated in writing by the lot owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the declaration or bylaws, any budget changes, and any proposal to remove a director or officer.
- b. Meetings of the board shall be held as provided in the bylaws. At regular intervals, the board meeting shall provide lot owners an opportunity to attend a portion of a board meeting and to speak to the board about their issues or concerns. The board may place reasonable restrictions on the number of persons who speak on each side of an issue and may place reasonable time restrictions on persons who speak.
- c. Except as otherwise provided in the bylaws, meetings of LRMC and the board shall be conducted in accordance with the most recent edition of Robert's Rules of Order Newly Revised.

X. Assessment for Common Expense

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- a. After any assessment has been made by LRMC, assessments thereafter shall be made at least annually.
- b. All common expenses shall be assessed against all the lots in accordance with the allocations set forth herein. Any past-due common expense assessment or installment thereof bears interest at the rate established by LRMC not exceeding eighteen percent (18%) per year.
- c. To the extent required herein:
 - i. Any common expense associated with the maintenance, repair, or replacement of a limited common element shall be assessed against the lots to which that limited common element is assigned, equally.
 - ii. Any common expense or portion thereof benefiting fewer than all of the lots shall be assessed exclusively against the lots benefitted; and
 - iii. The costs of insurance shall be assessed in proportion to risk and the costs of utilities shall be assessed in proportion to usage.
- d. Assessments to pay a judgment against LRMC may be made only against the lots in the planned community at the time the judgment was entered, in proportion to their common expense liabilities.
- e. If any common expense is caused by the negligence or misconduct of any lot owner or occupant, LRMC may assess that expense exclusively against that lot owner or occupant's lot.
- f. If common expense liabilities are reallocated, common expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated common expense liabilities.

XI. Liens for Sums Due

- a. Any assessment attributable to a lot which remains unpaid for a period of 30 days or longer shall constitute a lien on that lot when a claim of lien is filed of record in the office of the clerk of superior court of the county in which the lot is located in the manner provided in this section. Once filed, a claim of lien secures all sums due LRMC through the date filed and any sums due to LRMC thereafter. Fees, charges, late charges, and other charges imposed are subject to the claim of lien under this section as well as any other sums due and payable to LRMC.
- b. LRMC must make reasonable and diligent efforts to ensure that its records contain the lot owner's current mailing address. No fewer than 15 days prior to filing the lien, LRMC shall mail a statement of the assessment amount due by first-class mail to the physical address of the lot and the lot owner's address of record with LRMC and, if different, to the address for the lot owner shown on the county tax records for the lot. If the lot owner is a corporation or limited liability company, the statement shall also be sent by first-class mail to the mailing address of the registered agent for the corporation or limited liability company. Notwithstanding anything to the contrary in this Chapter, LRMC is not required to mail a statement to an address known to be a vacant lot on which no dwelling has been constructed or to a lot for which there is no United States postal address.
- c. A claim of lien shall set forth the name and address of LRMC, the name of the record owner of the lot at the time the claim of lien is filed, a description of the lot, and the amount of the lien claimed. A claim of lien may also appoint a trustee

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to conduct a foreclosure, as provided in subsection (f) of this section. The first page of the claim of lien shall contain the following statement in print that is in boldface, capital letters, and no smaller than the largest print used elsewhere in the document:

"THIS DOCUMENT CONSTITUTES A LIEN AGAINST YOUR PROPERTY, AND IF THE LIEN IS NOT PAID, THE HOMEOWNERS ASSOCIATION MAY PROCEED WITH FORECLOSURE AGAINST YOUR PROPERTY IN LIKE MANNER AS A MORTGAGE UNDER NORTH CAROLINA LAW."

The person signing the claim of lien on behalf of LRMC shall attach to and file with the claim of lien a certificate of service attesting to the attempt of service on the record owner, which service shall be attempted in accordance with G.S. 1A-1, Rule 4(j), for service of a copy of a summons and a complaint. If the actual service is not achieved, the person signing the claim of lien on behalf of LRMC shall be deemed to have met the requirements of this subsection if service has been attempted pursuant to both of the following: (i) G.S. 1A-1, Rule 4(j)(1)c, d, or e and (ii) by mailing a copy of the lien by regular, first-class mail, postage prepaid to the physical address of the lot and the lot owner's address of record with LRMC, and, if different, to the address for the lot owner shown on the county tax records and the county real property records for the lot. In the event that the owner of record is not a natural person, and actual service is not achieved, the person signing the claim of lien on behalf of LRMC shall be deemed to have met the requirements of this subsection if service has been attempted once pursuant to the applicable provisions of G.S. 1A-1, Rule 4(j)(3) through G.S. 1A-1, Rule 4(j)(9). Notwithstanding anything to the contrary in this Chapter, LRMC is not required to mail a claim of lien to an address which is known to be a vacant lot on which no dwelling has been constructed or to a lot for which there is no United States postal address. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the filing of the claim of lien in the office of the clerk of superior court.

- d. A claim of lien filed under this section is prior to all liens and encumbrances on a lot except (i) liens and encumbrances, specifically including, but not limited to, a mortgage or deed of trust on the lot, recorded before the filing of the claim of lien in the office of the clerk of superior court and (ii) liens for real estate taxes and other governmental assessments and charges against the lot. This subsection does not affect the priority of mechanics' or materialmen's liens.
- e. LRMC shall be entitled to recover the reasonable attorneys' fees and costs it incurs in connection with the collection of any sums due. A lot owner may not be required to pay attorneys' fees and court costs until the lot owner is notified in writing of LRMC's intent to seek payment of attorneys' fees, costs, and expenses. The notice must be sent by first-class mail to the physical address of the lot and the lot owner's address of record with LRMC and, if different, to the address for the lot owner shown on the county tax records for the lot. LRMC must make reasonable and diligent efforts to ensure that its records contain the lot owner's current mailing address. Notwithstanding anything to the contrary in this Chapter, there shall be no requirement that notice under this subsection be mailed to an

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address which is known to be a vacant lot on which no dwelling has been constructed or a lot for which there is no United States postal address. The notice shall set out the outstanding balance due as of the date of the notice and state that the lot owner has 15 days from the mailing of the notice by first-class mail to pay the outstanding balance without the attorneys' fees and court costs. If the lot owner pays the outstanding balance within this period, then the lot owner shall have no obligation to pay attorneys' fees, costs, or expenses. The notice shall also inform the lot owner of the opportunity to contact a representative of LRMC to discuss a payment schedule for the outstanding balance, as provided in subsection (i) of this section, and shall provide the name and telephone number of the representative.

- f. Except as provided in subsection (h) of this section, LRMC, acting through the board, may foreclose a claim of lien in like manner as a mortgage or deed of trust on real estate under power of sale, as provided in Article 2A of Chapter 45 of the General Statutes, if the assessment remains unpaid for 90 days or more. LRMC shall not foreclose the claim of lien unless the board votes to commence the proceeding against the specific lot.

The following provisions and procedures shall be applicable to and complied with in every nonjudicial power of sale foreclosure of a claim of lien, and these provisions and procedures shall control to the extent they are inconsistent or in conflict with the provisions of Article 2A of Chapter 45 of the General Statutes:

- i. LRMC shall be deemed to have a power of sale for purposes of enforcement of its claim of lien.
- ii. The terms "mortgagee" and "holder" as used in Article 2A of Chapter 45 of the General Statutes shall mean LRMC, except as provided otherwise in this Chapter.
- iii. The term "security instrument" as used in Article 2A of Chapter 45 of the General Statutes shall mean the claim of lien.
- iv. The term "trustee" as used in Article 2A of Chapter 45 of the General Statutes shall mean the person or entity appointed by LRMC under subdivision 6 of this subsection.
- v. After LRMC has filed a claim of lien and prior to the commencement of a nonjudicial foreclosure, LRMC shall give to the lot owner notice of LRMC's intention to commence a nonjudicial foreclosure to enforce its claim of lien. The notice shall contain the information required in G.S. 45-21.16(c)(5a).
- vi. LRMC shall appoint a trustee to conduct the nonjudicial foreclosure proceeding and sale. The appointment of the trustee shall be included in the claim of lien or in a separate instrument filed with the clerk of court in the county in which the planned community is located as an exhibit to the notice of hearing. LRMC, at its option, may from time to time remove a trustee previously appointed and appoint a successor trustee by filing a Substitution of Trustee with the clerk of court in the foreclosure proceeding. Counsel for LRMC may be appointed by LRMC to serve as the trustee and may serve in that capacity as long as the lot owner does not

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contest the obligation to pay or the amount of any sums due LRMC, or the validity, enforcement, or foreclosure of the claim of lien, as provided in subdivision (12) of this subsection. Any trustee appointed pursuant to this subsection shall have the same fiduciary duties and obligations as a trustee in the foreclosure of a deed of trust.

- vii. If a valid debt, default, and notice to those entitled to receive notice under G.S. 45-21.16(b) are found to exist, then the clerk of court shall authorize the sale of the property described in the claim of lien by the trustee.
- viii. If, prior to the expiration of the upset bid period provided in G.S. 45-21.27, the lot owner satisfies the debt secured by the claim of lien and pays all expenses and costs incurred in filing and enforcing LRMC assessment lien, including, but not limited to, advertising costs, attorneys' fees, and the trustee's commission, then the trustee shall dismiss the foreclosure action and LRMC shall cancel the claim of lien of record in accordance with the provisions of G.S. 45-36.3. The lot owner shall have all rights granted under Article 4 of Chapter 45 of the General Statutes to ensure LRMC's satisfaction of the claim of lien.
- ix. Any person, other than the trustee, may bid at the foreclosure sale. LRMC may bid on the lot at a foreclosure sale directly or through an agent. If LRMC or its agent is the high bidder at the sale, the trustee shall allow LRMC to pay the costs and expenses of the sale and apply a credit against the sums due by the lot owner to LRMC in lieu of paying the bid price in full.
- x. Upon the expiration of the upset bid period provided in G.S. 45-21.27, the trustee shall have full power and authority to execute a deed for the lot to the high bidder.
- xi. The trustee shall be entitled to a commission for services rendered which shall include fees, costs, and expenses reasonably incurred by the trustee in connection with the foreclosure, whether or not a sale is held. Except as provided in subdivision (12) of this subsection, the trustee's commission shall be paid without regard to any limitations on compensation otherwise provided by law, including, without limitation, the provisions of G.S. 45-21.15.
- xii. If the lot owner does not contest the obligation to pay the amount of any sums due LRMC or the validity, enforcement, or foreclosure of the claim of lien at any time after the expiration of the 15-day period following notice as required in subsection (b) of this section, then attorneys' fees and the trustee's commission collectively charged to the lot owner shall not exceed one thousand two hundred dollars (\$1,200), not including costs or expenses incurred. The obligation to pay and the amount of any sums due LRMC and the validity, enforcement, or foreclosure of the claim of lien remain uncontested as long as the lot owner does not dispute, contest, or raise any objection, defense, offset, or counterclaim as to the amount or validity of any portion of the sums claimed due by LRMC or the validity, enforcement, or foreclosure of the claim of lien. Any judgment, decree, or

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order in any action brought under this section shall include costs and reasonable attorneys' fees for the prevailing party.

- xiii. Lot owners shall be deemed to have the rights and remedies available to mortgagors under G.S. 45-21.34.
- g. The provisions of subsection (f) of this section do not prohibit or prevent an association from pursuing judicial foreclosure of a claim of lien, from taking other actions to recover the sums due the association, or from accepting a deed in lieu of foreclosure. Any judgment, decree, or order in any judicial foreclosure or civil action relating to the collection of assessments shall include an award of costs and reasonable attorneys' fees for the prevailing party, which shall not be subject to the limitation provided in subdivision (f)(12) of this section.
- h. A claim of lien securing a debt consisting solely of fines imposed by LRMC, interest on unpaid fines, or attorneys' fees incurred by LRMC solely associated with fines imposed by LRMC may only be enforced by judicial foreclosure, as provided in Article 29A of Chapter 1 of the General Statutes. In addition, an association shall not levy, charge, or attempt to collect a service, collection, consulting, or administration fee from any lot owner and any claim of lien securing a debt consisting solely of these fees may only be enforced by judicial foreclosure.
- i. LRMC, acting through its board and in the board's sole discretion, may agree to allow payment of an outstanding balance in installments. Neither LRMC nor the lot owner is obligated to offer or accept any proposed installment schedule. Reasonable administrative fees and costs for accepting and processing installments may be added to the outstanding balance and included in an installment payment schedule. Reasonable attorneys' fees may be added to the outstanding balance and included in an installment schedule after the lot owner has been given notice, as required in subsection (e) of this section.
- j. Where the holder of a first mortgage or first deed of trust of record or other purchaser of a lot obtains title to the lot as a result of foreclosure of a first mortgage or first deed of trust, the purchaser and its heirs, successors, and assigns shall not be liable for the assessments against the lot which became due prior to the acquisition of title to the lot by the purchaser. The unpaid assessments shall be deemed to be common expenses collectible from all the lot owners, including the purchaser, its heirs, successors, and assigns. For purposes of this subsection, the term "acquisition of title" means and refers to the recording of a deed conveying title or the time at which the rights of the parties are fixed following the foreclosure of a mortgage or deed of trust, whichever occurs first.

XII. Association Records.

- a. LRMC shall keep financial records sufficiently detailed to enable LRMC to comply with this Chapter. All financial and other records, including records of meetings of LRMC and board, shall be made reasonably available for examination by any lot owner and the lot owner's authorized agents as required in the bylaws and Chapter 55A of the General Statutes. If the bylaws do not specify particular records to be maintained, LRMC shall keep accurate records of all cash receipts and expenditures and all assets and liabilities. In addition to any specific

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information that is required by the bylaws to be assembled and reported to the lot owners at specified times, LRMC shall make an annual income and expense statement and balance sheet available to all lot owners at no charge and within 75 days after the close of the fiscal year to which the information relates. Notwithstanding the bylaws, a more extensive compilation, review, or audit of LRMC's books and records for the current or immediately preceding fiscal year may be required by a vote of the majority of the board or by the affirmative vote of a majority of the lot owners present and voting in person or by proxy at any annual meeting or any special meeting duly called for that purpose.

- b. LRMC, upon written request, shall furnish to a lot owner or the lot owner's authorized agents a statement setting forth the amount of unpaid assessments and other charges against a lot. The statement shall be furnished within 10 business days after receipt of the request and is binding on LRMC, the board, and every lot owner. LRMC, its managers, or its agents may charge a reasonable fee for providing statements of unpaid assessments, not to exceed two hundred dollars (\$200.00) per statement or request, and an additional expedite fee in an amount not exceeding one hundred dollars (\$100.00) if the request for a statement is made within 48 hours of closing.
- c. In addition to the limitations of Article 8 of Chapter 55A of the General Statutes, no financial payments, including payments made in the form of goods and services, may be made to any officer or member of LRMC's board or to a business, business associate, or relative of an officer or member of the board, except as expressly provided for in the bylaws or in payments for services or expenses paid on behalf of LRMC which are approved in advance by the board.

XIII. Attorney Fees

- a. Except as provided in G.S. 47F-3-116, in an action to enforce provisions of the articles of incorporation, the declaration, bylaws, or duly adopted rules or regulations, the court may award reasonable attorneys' fees to the prevailing party if recovery of attorneys' fees.

XIV. American and State flags and political sign displays.

Notwithstanding any provision in any declaration of covenants, no restriction on the use of land shall be construed to:

- a. Regulate or prohibit the display of the flag of the United States or North Carolina, of a size no greater than four feet by six feet, which is displayed in accordance with or in a manner consistent with the patriotic customs set forth in 4 U.S.C. §§ 5-10, as amended, governing the display and use of the flag of the United States unless:
 - i. For restrictions registered prior to October 1, 2005, the restriction specifically uses the following terms:
 - 1. Flag of the United States of America;
 - 2. American flag;
 - 3. United States flag; or
 - 4. North Carolina flag.

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- ii. For restrictions registered on or after October 1, 2005, the restriction shall be written on the first page of the instrument or conveyance in print that is in boldface type, capital letters, and no smaller than the largest print used elsewhere in the instrument or conveyance. The restriction shall be construed to regulate or prohibit the display of the United States or North Carolina flag only if the restriction specifically states: "THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF THE FLAG OF THE UNITED STATES OF AMERICA OR STATE OF NORTH CAROLINA".

This subdivision shall apply to owners of property who display the flag of the United States or North Carolina on property owned exclusively by them and does not apply to common areas, easements, rights-of-way, or other areas owned by others.

- b. Regulate or prohibit the indoor or outdoor display of a political sign by an association member on property owned exclusively by the member, unless:
 - i. For restrictions registered prior to October 1, 2005, the restriction specifically uses the term "political signs".
 - ii. For restrictions registered on or after October 1, 2005, the restriction shall be written on the first page of the instrument or conveyance in print that is in boldface type, capital letters, and no smaller than the largest print used elsewhere in the instrument or conveyance. The restriction shall be construed to regulate or prohibit the display of political signs only if the restriction specifically states: "THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS".

Even when display of a political sign is permitted under this subdivision, an association (i) may prohibit the display of political signs earlier than 45 days before the day of the election and later than seven days after an election day, and (ii) may regulate the size and number of political signs that may be placed on a member's property if the association's regulation is no more restrictive than any applicable city, town, or county ordinance that regulates the size and number of political signs on residential property. If the local government in which the property is located does not regulate the size and number of political signs on residential property, the association shall permit at least one political sign with the maximum dimensions of 24 inches by 24 inches on a member's property. For the purposes of this subdivision, "political sign" means a sign that attempts to influence the outcome of an election, including supporting or opposing an issue on the election ballot. This subdivision shall apply to owners of property who display political signs on property owned exclusively by them and does not apply to common areas, easements, rights-of-way, or other areas owned by others.

Line Runner Ridge Maintenance Corporation Inc.

By: David L. Cronin (SEAL)
Its:

STATE OF North Carolina
COUNTY OF Transylvania

I, Laketra Conley a Notary Public, certify that David L. Cronin, on behalf of Line Runner Ridge Maintenance Corporation Inc. personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, the 9th day of November, 2023.

Laketra Conley My commission expires: 1/12/2026
Notary Public

