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ROBERT J. ROBINSON  
REGISTER OF DEEDS  
BRUNSWICK COUNTY, N.C.

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

**MASTER DECLARATION OF  
MEADOWLANDS GOLF CLUB**

Prepared by Sheila K. McLamb, Attorney at Law  
P. O. Box 3168  
Shalotte, North Carolina 28459  
Telephone: (910) 754-6908

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RET	Ricky Thompkins		
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THIS MASTER DECLARATION, made this the sixth day of January, 1998, by Meadowlands Golf Club, Inc., a North Carolina Corporation, its successors and assigns, whether one or more, hereinafter referred as "Declarant."

WHEREAS, Declarant is the owner of certain real property in Brunswick County, North Carolina, which Declarant desires to subject to the provisions of this Master Declaration and to develop the Properties under the project name of Meadowlands and to provide a method for the administration and maintenance of the Properties; and

Declarant has submitted and received approval from Brunswick County Planning Department for a Planned Unit Development (PUD) and intends to develop said property as a golf course and residential community in sections with distinctive timing and identity and with distinctive specifications as to size, characteristics and restrictions. Meadowlands Property Owners Association, Inc. is a non-profit corporation created by the Declarant for the purpose of owning the Common Areas and carrying out the maintenance function of the Properties as contained in this Master Declaration.

It is anticipated by Declarant that the Common Areas to be shown on the various maps of the Properties subject to this Master Declaration will be conveyed by Declarant to the appropriate property owners' Association. Declarant desires to provide for the preservation of the values and the amenities in the communities subject to this Master Declaration and for the maintenance, repair, replacement and administration of the Common Areas and the facilities located thereon and to establish rights of use to the Common Areas and the respective rights and obligations relative to such use and the payment of respective shares of the costs of maintenance, repair, replacement and administration.

The Declarant does hereby subject to this Master Declaration all of that property described in Map Cabinet 19 at pages 307-311 and any other properties that the Declarant so desires by the filing in the Brunswick County Register of Deeds of supplemental declarations and the identification of said properties therein.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above subjected to this Declaration 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 the 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.

## ARTICLE 1

### Definitions

- 1.1 Articles shall mean the Articles of Incorporation of Meadowlands Property Owners' Association, Inc.
- 1.2 Association shall be used to mean and refer to Meadowlands Property Owners' Association, Inc., a private non-profit corporation formed primarily as a property owners' Association for the Unit owners of Meadowlands Golf Club, all of whom shall be members of the Association.
- 1.3 Board of Directors or Board shall be the elected board governing the Association and managing the affairs of the Association.
- 1.4 Bylaws means the Bylaws of Meadowlands Property Owners' Association.
- 1.5 Class B Control Period is the period of time during which the Class B member is entitled to appoint a majority of the members of the Board of Directors.
- 1.6 Common Area means all real and personal property, including easements, which the Association owns, leases or holds possessory or use rights in for the common use and enjoyment of the Owners.

- 1.7 ARC refers to the Architectural Review Committee.
- 1.8 Common Expenses refers to the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to this Declaration, the Bylaws, and the Articles of Incorporation.
- 1.9 Community-Wide Standard refers to the standards of conduct, maintenance, or other activity generally prevailing throughout the Properties. The Board of Directors and the Architectural Standards Committee may more specifically determine such standard.
- 1.10 Declarant shall be and refer to Meadowlands Golf Club, Inc., a North Carolina corporation, its successors and assigns, or any legal entity that owns or shall acquire any property, which has been or shall be subjected to the terms of this Declaration.
- 1.11 Design Standards refers to the architectural standards and procedures adopted by the Architectural Review Committee and applicable to all units within the Properties.
- 1.12 General Assessment shall be used to mean assessments levied on all units subject to assessment to fund Common Expenses for the general benefit of all Units.
- 1.13 Golf Course is any parcel of land adjacent to the Properties which is owned by the Declarant, its successors or assigns, and which is operated by the Declarant or its successors or assigns, as one or more golf courses, and all related and supporting facilities and improvements operated in connection with such golf course.
- 1.14 Lot(s) shall mean a space on the earth's surface to be used exclusively for a single-family detached dwelling.
- 1.15 Meadowlands Golf Club shall mean and refer to the Meadowlands golf course.
- 1.16 Member shall mean and refer to each and every person or entity entitled to membership in the Association.
- 1.17 Multi-Family Areas shall mean those areas restricted to the erection of attached dwelling units.
- 1.18 Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Properties, including contract sellers, but excluding any party holding an interest merely as security for the performance of an obligation. If a unit is sold under a recorded contract of sale, then upon recording of such contract, the purchaser (rather than the fee owner) will be considered the Owner, if the contract specifically so provides.
- 1.19 Person shall mean and refer to an individual, corporation, Limited Liability Company or limited partnership, partnership, Association, trustee, or any other legal entity.
- 1.20 Property or Properties shall mean and refer to any real property subjected to this Master Declaration.
- 1.21 Master Declaration shall mean this instrument as it exists now and as it may be from time to time amended or supplemented.
- 1.22 Recreational Amenity shall mean the Association clubhouse and pool and any other amenities that may be added.
- 1.23 Rules shall mean any and all regulations of the Association promulgated by the Board pursuant to its power under this Master Declaration and the bylaws.
- 1.24 Special Assessment shall mean assessments levied by the Association to cover unbudgeted

- expenses or expenses in excess of those budgeted as may be determined from time to time and on a case-by-case basis.
- 1.25 Special Assessment for Capital Improvements shall mean assessments levied in addition to any other assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement of a capital improvement upon the common area, including easement areas, fixtures, personal property, utilities, drainage and any other infrastructure.
- 1.26 Specific Assessment shall mean assessments levied against a particular Unit to provide benefits, items, or services to the unit pursuant to a menu of special services which the Board may from time to time authorize or to cover cost incurred by the Board in bringing a Unit into compliance with this Declaration, Supplemental Declaration, bylaws, Design Standards and Rules.
- 1.27 Subdivision means all of that real property known collectively as Meadowlands and as shown on those maps recorded in the Brunswick County Registry and subjected to this Master Declaration.
- 1.28 Supplemental Declaration means and refers to an amendment or supplement to this Declaration which subjects additional property to this Declaration and or imposes, expressly or by reference, changes to or additional restrictions and obligations on the land described therein.
- 1.29 Unit is an unimproved or improved portion of the Properties which may be independently owned and conveyed and which is developed for use and occupancy as an attached or detached residence for a single family. In the case of a condominium or other structure containing multiple dwellings, each dwelling shall be deemed a separate unit. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon.
- 1.30 Voting Member is the person entitled to cast a vote attributable to a Unit on matters requiring a vote of the membership (except as otherwise specially provided in this Declaration and in the Bylaws). The term Voting Member shall include a person voting by proxy acting in the absence of the Voting Member and any Owners authorized to personally cast the vote of their respective Unit.

## ARTICLE 2

### *Plan of Development*

- 2.1 Meadowlands is in the process of developing a residential subdivision with some areas restricted to single-family detached dwellings and some areas restricted to multi-family attached or detached dwellings and some areas devoted to commercial uses.
- 2.2 A non-profit Property Owners Association or Associations will own, manage and maintain the Common Area(s) which include a clubhouse, swimming pool, landscaped areas and streets as well as other Common Areas which may be developed and conveyed to the Association. The Association will collect the fees necessary to carry out these functions and in addition it shall have authority to enforce the provisions of this Declaration including but no limited to architectural and landscape approval.

## ARTICLE 3

### *Property Rights*

- 3.1 Owners' Easements Enjoyment. Every Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:
- This Declaration, the Bylaws and any other applicable covenants;

- b) Any restrictions or limitations contained in any deed conveying such property to the Association;
  - c) The right of the Association to adopt rules regulating the use and enjoyment of the Common Area;
  - d) The right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area for any period during which any charge against such Owner's Unit remains delinquent, and for a period not to exceed sixty days for a single violation, or for a longer period in the case of any continuing violation, of the Declaration, any applicable Supplemental Declaration, the Bylaws, or rules and regulations of the Association, after notice and a hearing pursuant to the Bylaws;
  - e) The right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association;
  - f) The right of the Association to formulate, publish and enforce rules and regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area and the right of the Association to establish penalties for any infractions thereof.
  - g) The right of the Association, in accordance with its Articles and Bylaws, to borrow, mortgage, pledge, or hypothecate any or all of its personal or real property as security for money owed for debts incurred.
  - h) Easements as provided in Article 5 hereof.
  - i) The right of the Board to impose reasonable membership requirements and charge reasonable membership admission or other fees for the use of any recreational facility situated upon the Common Area.
  - j) The right of the Declarant to conduct any activities within the Common Area which the Declarant in its sole discretion shall deem appropriate and consistent with its overall developmental plan and beneficial to the Declarant or Owner.
- 3.2 **Recreational Facilities.** The right of the Board to permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of use fees established by the Board.
- 3.3 **Delegation of Use.** Any Owner may extend, if permitted by the Bylaws, his or her right of use and enjoyment to the Members of his or her family, lessees, and social invitees, subject to reasonable Board regulation. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit for the duration of the lease and any such lessee shall abide by all the restrictions contained herein. Any such lease shall not release the owner of his liability for damage to the Common Area caused by said lessee.
- 3.4 **Golf Course.** Access to and use of the Golf Course is strictly subject to the rules and procedures of the respective owners and /or operators of the Golf Course, and no Person or Owner gains any right to enter or to use those facilities by virtue of membership in the Association or ownership or occupancy of a Unit. Rights to use the Golf Course will be granted only to such persons, and on such terms and conditions, as may be determined by its respective owners and operators.

#### ARTICLE 4 *Declarant's Rights*

- 4.1 Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other persons or entity, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the Bylaws. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the land records of Brunswick County, North Carolina.
- 4.2 So long as sales of Units by the Declarant shall continue, the Declarant and builders authorized by Declarant may maintain and carry on such facilities and activities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the

construction or sale of such Units, including but not limited to sales and business offices, signs, model units and sales offices. The Declarant and authorized builders shall have easements for access to and use of such facilities.

- 4.3 The Declarant within its sole discretion shall have the right to amend this Master Declaration. The Declarant shall not be subject to the general terms and conditions of this Master Declaration.
- 4.4 The Declarant reserves the right to change, alter or designate Units, roads, utility and drainage facilities and easements, and to change, alter or redesignate such other present and proposed amenities or facilities as may in the sole judgment of the Declarant, be necessary or desirable.

## ARTICLE 5

### Easements

- 5.1 Easements for ingress and egress are hereby reserved to all authorized users over the streets, roadways and walkways and the Common Areas for direct ingress and egress to and from the Common Areas, subject to Board regulation.
- 5.2 Easements for Utilities and Drainage in Common Areas. There is hereby reserved for the Declarant easements in all of the Common Area for installation and maintenance of utilities and drainage facilities.
- 5.3 Easements for Utilities, Etc. There are hereby reserved to the Declarant, so long as the Declarant owns any property which is subject to this Declaration on which may be unilaterally subjected to this Declaration by the Declarant, the Association, and the designees of each (which may include, without limitation, any governmental or quasi-governmental entity and any utility company) perpetual non-exclusive easements upon, across, over, and under all of the Properties to the extent reasonably necessary for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining, operating and removing cable television systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals, security and similar systems; roads, walkways, pathways and trails; lakes, ponds, wetlands, irrigation, and drainage systems; street lights and signage; and all utilities, including, but not limited to water, sewers, telephone, gas and electricity, and utility meters; and an easement for access of vehicular and pedestrian traffic over, across, and through the Properties, as necessary, to exercise the easements described above. There is hereby reserved to the Declarant, so long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the Declarant, the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property.
- 5.4 Easement for Slope Control, Drainage and Waterway Maintenance. The Declarant, for itself and the Association, and their respective representatives, successors and assigns, contractors and agents, hereby establishes and reserves a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon each Unit for the purposes of:
- Controlling soil erosion, including grading and planting with vegetation any areas of any Unit which is or may be subject to soil erosion
  - Drainage of natural or man-made water flow and water areas from any portion of the Properties;
  - Changing, modifying or altering the natural flow of water, water courses or waterways or adjacent to any Unit;
  - Dredging, enlarging, reducing or maintaining many water areas or waterways within the Properties; and
  - Installing such pipes, lines, conduits or other equipment as may be necessary for slope control, drainage and waterway maintenance of any portion of the Properties.
- 5.5 Easement for Cross-Drainage. Every unit and the Common Area are burdened with

easements for natural drainage of stormwater runoff from other portions of the Properties, provided, no Person shall alter the natural drainage on any Units so as to materially increase the drainage of stormwater onto adjacent portions of the Properties without the consent of the Owner of the affected property.

- 5.6 Easements and rights of way over and upon the rear and front ten (10) feet of each Unit for drainage and the installation and maintenance of utilities and services are reserved to Declarant and its successors and assigns for such purposes as Declarant may deem incident and appropriate to its overall development plan. The easements and rights of way areas reserved by Declarant on each Unit pursuant hereto shall be maintained continuously by the Owner, but no structures or plantings or other material shall be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services or which may retard, obstruct or reverse the flow of water or which may damage or interfere with established slope ratios or create erosion problems. Improvements within such areas shall be maintained by the respective Owner except those for which a public authority or utility company is responsible. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, excavate the soil, or to take any other similar action reasonably necessary in the opinion of the Declarant to provide an economical and safe installation.
- 5.7 Owner's Easement to Common Areas. Every Owner shall have a right and easement of enjoyment in and to any and all other Common Areas which are owned or leased by the Association for the enjoyment of the Owners; this right and easement of enjoyment shall be appurtenant to and shall pass with the title to every Unit.
- 5.8 Emergency Service Easement. An easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency services to enter upon the streets, Units and Common Area in the performance of their duties.
- 5.9 Easement for Golf Course.
- a) Each Unit and Common Area are burdened with a golf course easement permitting golf balls unintentionally to come upon such property or for golfers at reasonable times and in a reasonable manner to come upon this property to retrieve errant golf balls; provided, however, this provision shall not relieve golfers of liability for damage caused by errant golf balls or retrieval of the same. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from errant golf balls, acts of golfers or damage by golf carts or the exercise of this easement: the Declarant; the Association or its Members; the golf course owner and operator, and its employees, agents, subcontractors, lessees and its successors and assigns.
  - b) The Declarant; the golf course owner and operator, and its employees, agents, subcontractors, lessees and its successors and assigns shall at all times have a right and non-exclusive easement of access and use for:
    - i) the operation, maintenance, repair and replacement of the golf course,
    - ii) overspray of water from any irrigation system serving the golf course. Said overspray may be non-potable water and may include soluble fertilizer. Under no circumstances shall the Association or the owners or operators of the golf course be held liable for any damage or injury resulting from such overspray or the exercise of this easement.
  - c) The Declarant and the operator of any golf course and its respective agents, successors, assigns, guests, vendors, licensees, employees, heirs and personal representatives shall have a perpetual easement and right of ingress and egress over and across any of the roads in the Property, for the purpose of providing the right of ingress and egress for pedestrian and vehicular travel to and from said golf course.
  - d) The Declarant reserves for itself and any operator of any golf course, its successors, assigns, guests, licensees, employees and agents a perpetual easement and right of ingress and egress over and across all areas designated as golf course cart paths and shown on any recorded plat of the Properties. The construction, maintenance and repair of said golf course cart paths shall be the responsibility of the Declarant and/or any operator of the golf course and its successors and assigns.
  - e) The Declarant reserves for itself and any operator of any golf course, its successors and assigns a perpetual easement within any of the road rights-of-way within



Meadowlands for the establishment, repair and maintenance of signs relating to said golf course.

- f) **Easement for Irrigation.** There is hereby reserved for the benefit of the Declarant and or the operator/owner of the golf course and their successors and assigns, a permanent exclusive easement and right
- i) to pump water from the lakes, ponds, lagoons, waterways, basins, water table, water dependent structures and other bodies of water located in, on or under the subdivision and the golf courses, and
  - ii) to drill, install, locate and maintain and use wells, pumping stations, water towers, filtration basins and tanks and related water facilities and system with in the Common Areas and/or lands within the Property owned by the Declarant. The pumping of any water by any person or entity other than the Declarant from any lake, pond, lagoon or body in or adjacent to the subdivision, of water for any purpose other than fire fighting is prohibited without express written permission of the Declarant and the golf course owner/operator.
- 5.10 **Central Water and/or Sewer System.** By acceptance of a deed to any Unit, the Owner acknowledges and agrees that he/she is required to connect to the central water and sewer systems, to pay the cost of construction, installation, repair and maintenance of the water and sewer lines serving his or her individual Unit, to pay any tap-on fee, impact fee and any monthly use fee and other costs incidental to the connection and utilization of said central water and sewer systems.
- 5.11 **Easement for Street Lighting.** The Declarant reserves the right to subject the real property in this subdivision to a contract for the installation and maintenance of street lighting, which requires a continuing monthly payment by the Association.

## ARTICLE 6 Association

- 6.1 **Purpose.** An Association called Meadowlands Property Owners' Association, Inc. has been formed pursuant to the requirements of the Nonprofit Corporation Act (Chapter 55A) of the General Statutes of North Carolina. Its purposes are including but not limited to own, manage, maintain and operate the Common Areas and facilities located upon the Common Areas and Conservation and Buffer Areas and landscaped areas within road right-of-ways; to enforce the Master Declaration contained herein, and to make and enforce rules and regulations governing the Owners' use and occupation of Units.
- 6.2 **The Common Area** cannot be mortgaged or conveyed without the consent of two-thirds (2/3) of the Unit Owners.
- 6.3 **Management and Administration** of the Common Areas of the Subdivision shall be the sole right and responsibility of the Association. The management shall be carried out in accordance with the terms and conditions of this Master Declaration, the Articles of Incorporation and Bylaws of the Association, but may be delegated or contracted to manager(s) or a management service. The Association shall perform its duties and responsibilities through the Board of Directors and further shall have the authority to delegate to persons of its choice such duties as may be determined by the Board of Directors to be expedient. The Board shall have the power to employ such managers, agents and employees as necessary in its discretion to carry out its functions under this Declaration. In addition the Association may pay for and the Board of Directors may hire and contract for such legal, accounting and other professional services as are necessary or desirable in connection with the operation of the Properties or enforcement of this Declaration or the Bylaws or the Rules and Regulations of the Association.
- 6.4 **Agreements.** All Agreements and actions lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, successors and assigns.

- 6.5 **Rules and Regulations.** The Association acting through its Board of Directors may make and enforce reasonable rules and regulations governing the use of the Units, Units, Multi-Family Areas and Common Areas. The rules and regulations shall be consistent with the rights and duties established by this Declaration.
- 6.6 **Assignment to Association.** All water, sewer, land use, stormwater system, and utility permits, agreements and easements between Declarant and any municipal or governmental agency or department or public or private utility company shall be assumed by the Association upon the assignment of all such permits, agreements and easements to the Association by Declarant. The Association shall thereafter be responsible for and assume all duties, obligations, and rights and privileges of Declarant under such permits, agreements and easement, including all maintenance responsibilities.
- 6.7 **Membership.** Every person who is record Owner of a fee or undivided fee interest in any Unit which is subject by covenants of record to assessment by the Association, including contract sellers, but excluding persons who hold an interest merely as security for the performance of any obligations, shall be a member of the Association. Ownership of such interest shall be the sole qualification for such membership; there shall be only one vote per Unit in such Association. If a Unit is owned by more than one Person, all co-Owners shall share the privileges of that membership. The membership rights of an Owner which is a corporation, partnership or other legal entity may be exercised by any officer, director, partner, or trustee, or by any other individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association. membership shall be appurtenant to and may not be separated from ownership of any Unit. The Board of Directors may make reasonable rules regarding proof of ownership.
- 6.8 **Voting Rights.** The Association shall have two classes of voting memberships:
- a) **Class A Members** shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Unit owned. There shall be only one vote per Unit.
  - b) **The sole Class B Member** shall be the Declarant who is entitled to three (3) votes for each Unit owned as well as for property not yet platted at the rate of two Units per acre. The Declarant may hold property in bulk for an extended period prior to platting. The Class B Member shall have the right to approve or withhold approval of actions proposed under this Declaration and the Bylaws and other rights as specified elsewhere in this document. The Class B Member may appoint the members of the Board during the Class B Control Period as specified herein. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
    - i) when the Declarant owns twenty-five percent (25%) or less of the residential Units in the subdivision, including any property which may be annexed thereto and property which may be held in bulk, or
    - ii) on January 1, 2018.
  - c) **Exercise of voting rights.** Except as otherwise specified in this Declaration or the Bylaws, the vote for each unit owned by a Class A member shall be exercised by the Voting Member representing the Unit. In any situation in which a Member is entitled personally to exercise the vote for his Unit and there is more than one Owner of a particular unit, the vote for such Unit shall be exercised as such co-owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

## ARTICLE 7

### *Rights and Obligations of the Association*

- 7.1 **Common Area.** The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Common Area and all improvements thereon (including, without limitation, roads, road rights of way, furnishing, equipment, and common

landscaped areas,) and shall keep it in good, clean, attractive, and sanitary condition, order and repair, consistent with this Declaration and the Community-Wide Standard.

- 7.2 **Personal Property and Real Property for Common Use.** The Association may acquire, hold and dispose of tangible and intangible personal property and real property. Declarant may convey to the Association improved or unimproved real estate, personal property located within the properties, personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained as Common Area by the Association at its expense for the benefit of its members, subject to any restrictions set forth herein and in the deed.
- 7.3 **Rules.** The Association, through its Board, may make, revoke, amend and enforce reasonable rules governing the use of the Properties, in addition to further defining or limiting and, where specifically authorized hereunder, creating exemptions to, those covenants and restrictions set forth in this Declaration. Such rules shall be binding upon all Owners, occupants, invitees, lessees, guests and licensees until and unless repealed or modified in a regular or special meeting by the vote of Voting Members representing two-thirds (2/3) of the total Class A votes in the Association and by the Class B members, so long as such membership exists.
- 7.4 **Enforcement.** The Association may impose sanctions for violations for this Declaration, the Bylaws or rules in accordance with procedure set forth in the Bylaws, including reasonable monetary fines and suspension of the right to vote and to use any recreational facilities within the Common Area. In addition, the Association may exercise self-help to cure violations, and may suspend any services it provides to the Unit of any Owner who is more than 30 days delinquent in paying any assessment or other charge due to the Association. The Board may seek relief in any court for violations or to abate nuisances. The Board may assess the reasonable monetary fines and attorneys' fees authorized by this section as a Specific Assessment authorized by Article 13 of this Declaration.
- 7.5 **Implied Rights; Board Authority.** The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, or Chapter 55A of the North Carol General Statutes, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the Bylaws, Articles, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.
- 7.6 **Indemnification.** To the maximum extent allowed by North Carolina law, the Association shall indemnify every officer, director, and ARC members against all expenses, including counsel fees, reasonable incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be party by reason of being or having been an officer, director or ARC member. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.
- 7.7 **Dedication of Common Areas.** The Association may dedicate portions of the Common Areas to any local, state or federal governmental entity, subject to such approval as may be required by this Declaration.
- 7.8 **Security.** The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise may be, including the maintenance of security gates. Neither the Association, the Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the properties. Nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. Each person using the Properties assumes all risks for loss or damage to Persons, to Units and to the contents of Units resulting from acts of third parties.

## ARTICLE 8

**Maintenance**

- 8.1 **Association's Responsibility.** The Association shall maintain and keep in good repair the Common Area, which shall include, but need not be limited to
- a) all landscaping and other flora, parks, subdivision signage, structures, and improvements, including any streets and rights of way, bicycle and pedestrian pathways and trails, situated upon the Common Area; except for any such items for which some other entity has expressly assumed responsibility;
  - b) at its sole discretion, the Association may accomplish the repairs or maintenance for Common Area(s) because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard. All costs of maintenance pursuant to this paragraph shall be assessed as a Special Assessment. The Association may maintain other property which it does not own, including, without limitation, publicly owned property, conservation easements held by nonprofit entities, and other property dedicated to public use, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.
- 8.2 **Owner's Responsibility.** Each Owner shall maintain his or her Unit and all structures, landscaping, parking areas, and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to a Supplemental Declaration or other declaration of covenants applicable to such Unit. In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may, but is not required to, perform such maintenance responsibility and assess all costs incurred by the Association plus a fifteen percent (15%) service charge against the Unit and the Owner. The Association shall afford the Owner ten (10) days written notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.
- 8.3 **Standard of performance.** Maintenance, as used in this Article, shall include, without limitation, repair and replacement as needed as well as other duties as the Board may determine necessary or appropriate to satisfy the Community-Wide Standard. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. Notwithstanding anything to the contrary contained herein, the Association, and/or Owner shall not be liable for property damage or personal injury occurring on or arising out of the condition of property which it does not own.

## ARTICLE 9

**Insurance and Casualty Losses**

- 9.1 **Association Insurance.** The Association shall maintain adequate and appropriate insurance coverage as deemed by the Board of Directors and as allowed by the Bylaws.
- 9.2 **Premiums.** Premiums for all insurance policies purchased by the Association shall be deemed to be general expenses of the Association and shall be paid by the Members through the Assessments as provided in this Declaration.
- 9.3 **Damage or Destruction to Common Areas.** Should any part of the Common Areas be damaged or destroyed the Association shall cause it to be repaired or replaced if the insurance proceeds together with available reserves are sufficient to do so unless the Declarant or two thirds (2/3) of the membership votes against such repair or replacement. If the Board determines these funds are insufficient and the repair or replacement is desired, a Special Assessment shall be made providing an affirmative vote of at least two-thirds of the Membership.

**ARTICLE 10**  
***No Partition***

- 10.1 Partition of Common Area. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the Properties or such portion thereof have been removed from the provisions of this Declaration. This Article shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property that may or may not be subject to this Declaration.
- 10.2 No Unit may be subdivided except as provided for in Article 15.5.

**ARTICLE 11**  
***Condemnation***

- 11.1 If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written directive of voting delegates representing at least 67% of the total Class A votes in the Association and the written consent of the Declarant so long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the Declarant) by any authority having the power of condemnation or eminent domain, each owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation awards or proceeds. The award made for such taking shall be payable to the Association to be disbursed as follows:
- a) If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking the Declarant, so long as the Declarant owns any property in Meadowlands, and voting Members representing at least 67% of the total Class A votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of the Bylaws regarding funds for the repair of damage or destruction shall apply.
  - b) If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be dispersed to the Association and used for such purposes as the Board shall determine.

**ARTICLE 12**  
***Annexation and Withdrawal of Property***

- 12.1 Annexation without Approval of Membership. Until January 1, 2018, Declarant may unilaterally, subject to the provisions of this Declaration, annex any or all such real estate as may be acquired for such purpose by the Declarant. Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of at least a portion of the real property in Meadowlands and that such transfer is memorialized in a written, recorded instrument executed by Declarant. Such annexation shall be accomplished by filing a Supplemental Declaration in the land records of Brunswick County, North Carolina, describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of Voting Members.
- 12.2 Withdrawal of Property. The Declarant reserves the right to amend this Declaration, for the purpose of removing property then owned by the Declarant, its affiliates, or the Association from the Coverage of this declaration, to the extent originally included in error or as a result

of any changes in the Declarant's plans for the Properties, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Properties.

- 12.3 **Additional Covenants and Easements.** This Declarant may unilaterally subject the property submitted to this Declaration initially or by supplemental Declaration to additional covenants and easements, provided that such amendment or modification does not alter the basic Subdivision character and further provided that this right to amend shall not render these covenants and restrictions purely personal to the Developer and the benefits and burdens contained in this Declaration shall remain mutual and reciprocal to all Owners. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant.
- 12.4 **Amendment.** This Article shall not be amended without the prior written consent of Declarant so long as the Declarant owns any property in Meadowlands or any Future Development Property.

### ARTICLE 13 Assessments

- 13.1 **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area and to pay the taxes and other municipal charges or fees of the Common Area.
- 13.2 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association
- General Assessments.**
  - Special assessments.**
  - Special assessments for capital improvements**
  - Specific assessments.**
- 13.3 **The general, special, specific assessments,** together with interest, late fees, costs and reasonable attorney's fees, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Each such assessment, together with interest, costs, late fees and reasonable attorney's fees (subject to the limitations of North Carolina law), shall also be the personal obligation of the Person who was the Owner of such property at the time when the assessment fell due.
- 13.4 **No Owner may exempt himself from liability** for assessments, by non-use of Common Area, abandonment of his Unit, or any other means. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes. The Association is specifically authorized, but not obligated, to enter into subsidy contracts or contracts for in-kind contribution of services, materials or a combination of services and materials with the Declarant or other entities for payment of Common Expenses.
- 13.5 **Declarant's Obligation for Assessments.** Property held by the Declarant is exempt from all assessments. The Declarant may, during the Class B Control period, loan to the Association such funds as are needed to offset the shortfall between the amount of assessments owed to the Association and the amount of actual expenditures by the Association during the fiscal year. The Declarant's obligations hereunder may be satisfied in the form of cash or by in-kind contributions of services or materials, or by a combination of these. At such time as the Association shall through assessments meet its actual operating expenses, the Association will develop a schedule of repayment to the Declarant.

- 13.6 **Working Capital Assessment.** At the time title is conveyed to an Owner by Declarant, each Owner shall contribute to the Association's working capital assessment as determined by the Association. Such funds shall be used for initial operating and capital expenses of the Association, such as prepaid insurance, supplies and the Common Areas and facilities, furnishings and equipment, etc. Amounts paid into the working capital fund are not to be considered as advance payment of regular assessments. All working capital funds shall become part of the general operating funds of the Association.
- 13.7 **Initial General Assessment.** The initial general assessment, due and payable to the Association, shall be prorated and paid at the time of closing of the purchase of a Unit by an Owner, so that all payments thereafter shall be due on July 1 of each year or the due date(s) which may be set by the Board of Directors. All general assessments shall be fixed to a uniform rate for all Units except those held by the Declarant.
- a) **Computation of General Assessment.** At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year. The General Assessment shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses. In determining the level of assessments, the Board may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Units subject to assessment on the first day of the fiscal year for which the budget is prepared and the number of Units reasonably anticipated to become subject to assessment during the fiscal year.
- b) The Board shall send a copy of the budget and notice of the amount of the General Assessment for the following year to each Owner at least 30 days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by Voting Members representing at least 75% of the total Class A votes in the Association and by the Class B Member. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Voting Members as provided by special meetings in the Bylaws which petition must be presented to the Board within ten (10) days after delivery of the notice of assessments. If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.
- 13.8 **Special Assessments**
- a) **Special Assessments** may be levied by the Association from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expense. Except as otherwise specifically provided in this Declaration, any Special Assessment shall become effective unless disapproved at a meeting by Voting Delegates representing at least 67% of the total class A votes allocated to Units which will be subject to such Special Assessment and by the Declarant so long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the Declarant. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.
- b) **Special Assessments for Capital Improvements** may be levied by the Association in any assessment year and in addition to the general assessments authorized above, for the purpose of defraying, in part or in whole, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including easement areas, fixtures, and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments for the maintenance of sewer lines and other elements of the sewer system, the drainage and stormwater runoff systems and other utility systems, as required by government permits or regulation, may be assessed by the Board of Directors without a vote of the Members. All special assessments for capital improvements shall be fixed to a uniform rate for all Units

except those held by the Declarant.

- 13.9 Specific Assessments may be levied by the Board against a particular Unit or Units constituting less than all Units within the Properties as follows:
  - a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Unit or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners (which may include without limitation, landscape maintenance, handyman service, pool cleaning, pest control, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner; and
  - b) to cover costs incurred in bringing the Unit into compliance with the terms of this Declaration, any applicable Supplemental Declaration, the Bylaws or rules, or costs incurred as a consequence of the conduct of the Owner or occupant of the Unit, their licensees, invitees, or guest(s); provided, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing before levying a Specific Assessment.
  - c) Units owned by the Declarant are exempted from Specific Assessments.
  
- 13.10 Affect of Nonpayment of Assessments. Remedies of the Association. Any assessments or portion thereof which are not paid within thirty (30) days after the date such assessment is due, together with interest at the maximum rate allowed by law, costs of collection, court costs, late fees and reasonable attorneys' fees, shall constitute a lien against the Unit upon which such assessments are levied. The Association may bring an action against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner as provided in North Carolina for the foreclosure of deeds of trust, or both, and in either event, interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Unit for any other reason.
  - a) Subordination of the Lien to Mortgages. The lien for the Assessment provided for in this Declaration shall be subordinate to the lien of any mortgage now or hereafter placed upon an Owner's property subject to assessment, unless such Assessment is secured by a Claim of Lien that is recorded prior to the Recording of such mortgage.
  
- 13.11 Failure to Assess. Failure of the board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.
  
- 13.12 Exempt Property. The following property shall be exempt from payment of General, Special and Specific Assessments:
  - a) all Common Areas;
  - b) any property dedicated to and accepted by any governmental authority or public utility;
  - c) any property held by a conservation trust or similar nonprofit entity as a conservation easement, except to the extent that any such easement lies within the boundaries of a Unit which is subject to assessment under Article 13 in which case the Unit shall not be exempted from assessment; and
  - d) any Unit which is not approved by any governmental agency for residential use;
  - e) any commercial property; and
  - f) any unit or property owned of record by the Declarant, its successors or assigns.



## ARTICLE 14

**Architectural Design Standards**

- 14.1 **Design Standards.** No structure, building or improvement shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made, including change of color, until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location and environmental soundness in relation to surrounding structures and topography by Declarant, or by an architectural committee composed of two (2) or no more than five (5) representatives appointed by the Declarant. Structures, buildings and improvements shall include but not be limited to any dwelling, garage, fence, wall, sidewalk, hedge, mass planting, change in grade or slope, drainage pipe, drainage canal, ditch, swale, catch basin, swimming pool, spa, treehouse, playhouse, sign, flagpole, exterior illumination, monument or marker, outdoor statuary, exterior lights, security lights, storm door, well utility facility, mail box, patio, deck, screening for outdoor trash cans or other purposes, sprinkler system, driveway, outdoor decorative objects, shrubbery or landscaping.
- a) Any Owner may remodel, paint or redecorate the interior of structures on his Unit without approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.
  - b) Any modifications to the interior of screened porches, patios and similar portions of the Unit visible from outside the structure of the Unit shall be subject to approval by the ARC.
- 14.2 These Design Standards shall not apply to the activities of the Declarant.
- 14.3 **Amendments.** These Design Standards may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.
- 14.4 **Architectural Review.** Responsibility for administration of the Design Standards, as defined below, and review of all applications for construction and modifications under this Article shall be handled by the Architectural Review Committee, hereafter referred to as ARC, as described in (a) below.
- a) The Architectural Review Committee shall consist of at least two (2), but not more than five (5), persons and shall have exclusive jurisdiction over all construction on any portion of the Properties. The Declarant may change the number of ARC members by amendment to this Declaration. Until 100% of the Properties have been developed and conveyed to Owners, the Declarant retains the right to appoint all members of the ARC who shall serve at the Declarant's discretion. The members of the ARC need not be Members of the Association. Compensation for the ARC shall be established by the Declarant and paid by the Association Board. In the event said Declarant or its designated ARC, fails to approve or disapprove such design and location within sixty (60) days after complete plans and specifications have been received by it, and notification of receipt of plans and specifications has been sent to the submitting Owner(s), approval will not be required and this Article will be deemed to have been fully complied with.
  - b) All duties and responsibilities conferred upon the ARC by this Master Declaration or the Bylaws of the Association may be exercised and performed by the Declarant or its designee at its discretion, so long as Declarant shall own any Unit in the Properties or any additions annexed thereto by Supplemental Master Declaration or Amendment to this Master Declaration.
- 14.5 In addition to the duties of review and approval of external harmony and design, the ARC shall monitor the compliance with all use restrictions, design and architectural control provisions and conditions and other restrictions. The ARC shall report such violations as may come to its attention to the Declarant or the Association for appropriate action of enforcement.
- 14.6 **Standards and Procedures.** The Declarant shall prepare the initial design standards and

application and review procedures (the "Design Standards" and any amendments thereto) which shall apply to all construction activities within the Properties. The Design Standards may contain general provisions applicable to all of the Properties as well as specific provisions which vary from one portion of the Properties to another depending upon the location, unique characteristics, and intended use.

- a) The ARC shall adopt such Design Standards at its initial organizational meeting. Any amendments to the Design Standards shall apply to construction and modifications commenced after the date of such amendment only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced.
- b) The ARC shall make the Design Standards available to Owners and Builders who seek to engage in development or construction within the Properties and all such Persons shall conduct their activities in accordance with such Design Standards.
- c) The ARC, at its discretion, may require any Owner or contractor for any planned improvement within the Properties to post a payment and/or performance bond with it to assure satisfactory completion of such improvements. The bond shall be in form and amount as deemed satisfactory to the ARC. The ARC, may in lieu of requiring the posting of a payment or performance bond, accept a sum satisfactory to it to be held by the ARC in escrow in order to assure the completion of all of the improvements including landscaping in accordance with the approved plans and specifications and within the time periods provided within this Article.

**14.7 Submission of Plans and Specifications.** No construction or improvements shall be commenced, erected, placed or maintained on any Unit, nor shall any exterior addition, change or alteration be made thereto, until the plans and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, utility facilities layout and screening shall have been submitted to and approved in writing by the ARC. The Design Standards shall set forth the procedure for submission of the Plans. A reasonable fee for the review of said plans shall be required and submitted, along with said Plans and any other supporting documents required by ARC.

- a) The Owner shall submit at least two full sets of plans and specifications to the ARC for review.
- b) In reviewing each submission, the ARC may consider visual aesthetics, natural platforms and finish grade elevations, harmony of external design with surrounding structures and environment, and location in the relation to surrounding structures and plant life. The ARC may require relocation of native plants within the construction site as a condition of approval of any submission. Location of any driveways shall be subject to the approval of the ARC.
- c) The ARC shall, within 60 days after receipt of each submission of the Plans, advise the party submitting the same in writing, at an address specified by such party at the time of submission of
  - i) the approval of Plans, or
  - ii) the segments or features of the Plans which are deemed by such ARC to be inconsistent or not in conformity with this Declaration and/or the Design Standards, the reasons for such finding, and suggestions for the curing of such objections.
- d) If construction does not commence on a project for which plans have been approved within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the Plans for reconsideration.

**14.8** All improvements and driveway connections, including but not limited to drainage pipes, landscape materials, located within the road right-of-way must be approved by Declarant or ARC. Unit Owner shall be responsible for all roadway repairs required because of damage caused by Unit Owner. Declarant shall not be responsible for any such roadway repairs.

**14.9** The ARC or Declarant shall have the right to disapprove any plans specifications and details submitted to it in the event the same are not in accordance with any of the provisions of this Master Declaration and any Design Standards which may be in effect at the time. Disapproval of plans, location, specifications or details may be based upon any grounds, including purely aesthetic considerations which the ARC or Declarant, in its sole and uncontrolled discretion, shall deem sufficient, however, approval of plans that comply with

the Design Standards shall not be unreasonably withheld.

- 14.10 Any Owner shall have the right to appeal disapproval of plans, location, specification and details to the Declarant or to the Board of Directors of the Association should the Declarant no longer control the review process. The decision of this appeal shall be final and not subject to appeal or review.
- 14.11 The ARC, or its agent, or the Declarant shall have the right to inspect all construction to ensure that it is performed in strict accordance with the approved plans, specifications and details.
- 14.12 No structure may be temporarily or permanently occupied until a certificate of occupancy has been issued by the ARC and the various controlling governmental agencies and utilities. Further, no structure shall have permanent electrical service connected by the electrical utility supplier until the ARC has issued the certificate of occupancy.
- 14.13 Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of any residence or permitted permanent structures, or to paint the interior of the same any color desired.
- 14.14 Neither the Declarant nor the ARC nor the Board of Directors or any architecture agent thereof shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications or for ensuring compliance with building codes and other governmental requirements, nor shall they be responsible in any way for any defects in plans, specifications or details submitted, revised or approved in accordance with the provisions contained herein or in the guidelines, nor for any structural or other defect in any construction. Neither the Declarant, the Association, the Board, nor the ARC shall be held liable for any injury, damages, or loss arising out of the review and approval of any application, including but not limited to the manner or quality of construction or deficiencies in kind or quality of materials used.
- 14.15 Owners shall be responsible for compliance with all applicable governmental statutes, ordinances and regulations, including but not limited to land use, zoning and building regulations.
- 14.16 **Enforcement.** Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or its designees, Owners shall at their own cost and expense remove such structure or improvement and restore the land to substantially the same condition as existed prior to the conforming work. Should an Owner fail to remove and restore as required, the Board or its designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed. In such cases as landscaping is involved, the Board or its designees shall have the right to enter the property and cause plantings to be made to restore the property to its original condition. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the Unit Owner and the benefited Unit and collected as a Specific Assessment.
- Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Standards may be excluded by the Association from the Properties. In such cases, neither the Association, its officers, or directors shall be held liable to any Person for exercising the rights granted by this paragraph.
  - In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARC.
- 14.17 **Variance.** The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall
- be effective unless in writing;

- b) be contrary to this declaration, or  
 c) estop the ARC from denying a variance in other circumstances.
- For purposes of this section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing, shall not in and of itself be considered a hardship warranting a variance.

- 14.18 No waiver of future approvals. Approval of proposals, plans, and specifications or drawings for any work done or proposed or in connection with any other matter requiring approval shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans or specifications, drawings, or any other matters subsequently or additionally submitted for approval.

## ARTICLE 15

### Restrictions on Use and Occupancy

- 15.1 Plan of Development. Declarant has created Meadowlands as a residential and recreational development and has established a general plan of development for Meadowlands as a planned community. All provisions of this Declaration and of any Association rules shall also apply to all occupants, tenants, guests and invitees of any Unit. Any lease on any Unit shall provide that the lessee and all occupants of the leased Unit shall be bound by the terms of this Declaration, the Bylaws and the rules of the Association.
- 15.2 Construction of Residences. Certain Units shall require construction of a dwelling unit within a specified period of time. Additionally, certain dwelling units shall be controlled by an exclusive builder approved by the Declarant. The Owner's rights and obligations as to each of these shall be controlled by the purchase contract and these rights and obligations shall be binding on the heirs, assigns, and grantees of the Owner and these obligations shall run with the land.
- 15.3 Initial Use Guidelines and Restrictions. The properties shall be used only for residential, recreational, and related purposes (which may include without limitation offices for any property manager retained by the Association or business or sales offices for the Declarant or the Association), except as otherwise provided herein.
- a) Animals and Pets. No animal or livestock or poultry of any description, except the usual household pets, shall be allowed on the Lots. No animals, livestock or poultry of any kind may be raised, bred or kept for any commercial purpose. No animals, livestock or poultry of any kind may be raised, bred or kept in any Common Area. Should the household pet be a dog, it shall be kept in the dwelling or within an underground radio controlled fence or other fence approved by the ARC or kept on a leash accompanied by a person and shall not be allowed to run loose in the subdivision. No animals shall be confined to a chain or to a fenced area smaller than 500 square feet. Animals kept outside shall be provided with suitable warm, dry shelter located not closer than 20 feet to the Lot line. Noise from excessive barking could be considered a nuisance as provided in this Declaration. Owners must promptly remove any and all animal excrement from any and all Common Areas and Lot(s) and keep such area(s) clean and free of pet debris. All animals must be properly tagged for identification and current rabies vaccination. Pet owners shall be liable to the Association for damages caused to the Common Areas by pets.
- b) Storage Receptacles. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be screened or so placed and kept as not to be visible from any street or recreation area, or golf course property.
- c) Utility connections. All dwelling connections for all utilities, including but not limited to water, electricity, gas, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner as is acceptable the appropriate utility authority. The cost for such underground service shall be shared by the Owner and utility company in conformity with existing utility company policy.
- d) Outdoor Clothes Drying. No outdoor poles, clotheslines and similar equipment shall be erected or located upon any Unit.
- e) Maintenance of Units. All Units shall be maintained at all times in accordance with

- the Community-Wide Standards and no unattractive growth or accumulation of rubbish or debris will be permitted. No bushhogging or similar activity shall be conducted during the months when wildlife are nesting.
- f) **Offensive and Illegal Activities.** No noxious, offensive or illegal activities shall be carried on within the subdivision; nor shall anything be done that shall be or become an unreasonable annoyance or nuisance to any resident.
- g) Nothing shall be kept and no activity shall be carried on in any building or home or on the Common Area which will increase the rate of insurance, applicable to residential use, for the property or the contents thereof. No Owner shall do or keep anything, nor cause or allow anything to be done or kept in his home or on the Common Area which will result in the cancellation of insurance on any portion of the property or the contents thereof or which will be in violation of any law, ordinance or regulation. No waste shall be committed on any portion of the Common Area.
- h) **Common Area Alteration.** No person shall undertake, cause or allow any alteration or construction in or upon any portion of the Common Area except at the direction of and with the express written consent of the Association or the Declarant.
- i) **Parking.** No vehicle shall be parked within any street right-of-way in the subdivision. No truck or other vehicle in excess of a three-quarter (3/4) ton load capacity, boat, vessel, motorboat, camper, trailer, motor or mobile home, or similar type vehicle or apparatus shall be parked or kept overnight or longer on any street or on any Unit unless it is stored in an enclosed garage and in such a manner as to not be visible to the Owners of other Units or the users of a street or recreational area. All tools or other materials stored in vehicles for overnight parking shall be kept out of sight. The Association may grant limited relief from this requirement for a specified time period if it deems such relief to be reasonable and expedient to the circumstances. No stripped, partially wrecked or junked motor vehicle or part thereof or any motor vehicle not displaying a current valid inspection sticker shall be parked or kept on any street or Unit.
- j) **Fuel Storage.** Every fuel storage tank shall be screened to the satisfaction of the ARC. The ARC must approve such screen.
- k) **Repair or Removal of Buildings.** Any dwelling or improvement on any Unit that is destroyed in whole or in part by fire or other casualty shall be either rebuilt or torn down and all debris removed and the Unit restored to an acceptable condition with reasonable promptness, provided, however that in no event shall such debris remain on such Unit longer than three (3) months.
- l) **Outside Burning.** No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.
- m) **Swimming pools.** No swimming pool on any Unit shall be placed or constructed without the approval of the Declarant or ARC and shall not be located nearer than ten (10) feet from the side or rear lot lines. No swimming pool may be placed or constructed in the front portion of a Unit.
- n) **Signs.** No signs, billboards or other advertising structure(s) are permitted
- o) **Hunting.** No hunting or discharge of firearms within the Properties is permitted.
- p) **Garbage.** Garbage and trash shall be disposed by Owners in accordance with the rules and regulation of the Association. Recycling is encouraged to the extent available.
- q) **Antennas.** No outside antennas or satellite dishes shall be erected on any Unit or structure unless and until permission of the same has been granted by the ARC or Declarant. Any such antennas or satellite dishes shall be screened from view by adjoining property Owners and the users of any street or recreation area or Common Area. The design and location of the screening shall be approved by the ARC or Declarant. The size of the satellite dish is restricted to the mini-dish of 20 inches or less diameter.
- r) **Recreational Vehicles.** No recreational vehicles, camping trailers or mobile homes shall be parked on any property within the subdivision.
- s) **Well Installation.** The Owners shall be allowed to install one single well per Unit for the purpose of irrigating the land comprising the Unit.
- t) **All wells and pumps** which are permitted under the terms of Article 15 must be located so as not to be visible from any street or recreation area or Common Area and must be screened from view. The design and location of the well, pump and screen facility shall be approved by the Declarant or ARC and the well, pump and screening

- facilities must be kept free from discoloration including rust
- u) **Restricted Activities.** The following activities are prohibited within the Properties unless expressly authorized by the Board subject to any conditions imposed by the Board:
- i) Activities which disturb or destroy the vegetation, wildlife, water or air quality within the Properties or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;
  - ii) Any business, trade, garage sale, moving sale, rummage sale, or similar activity;
  - iii) the activity does not involve regular visitation of the Unit by clients, employees, agents, customers, suppliers, or other business invitees, or door-to-door solicitation of residents of the Properties; and
  - iv) the activity is consistent with the residential character of the Properties and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties as may be determined in the sole discretion of the Board.
  - v) Rental of any Unit, other than Units owned or managed by the Declarant, for a period of less than one year.
  - v) **All lawn mowers and similar objects must be stored when not in use so as not to be visible by the Owners of other Units or the users of any street or recreational area.**
  - w) **Sanitary Toilets.** During construction of improvements on any Unit, adequate portable sanitary toilets must be provided by the Unit Owner for the construction crew and must be screened from view of primary roads and the golf course.
  - x) **Construction Debris.** Construction activity on a Unit shall be confined within the boundaries of said Unit. Each Unit Owner shall have the obligation to collect and dispose of all rubbish and trash resulting from construction on the Unit no less than weekly.
  - y) **Declarant's Activities.** This subsection shall not apply to any activity conducted by the Declarant with respect to its development and sale of the Properties or any commercial activities of the Declarant, and Declarant shall be specifically authorized to rent or lease any unit which it owns or manages for other owners, and to maintain model units or sales offices in any unit which it owns.
  - z) **Models.** Except structures erected by the Declarant, no structure erected upon any Unit may be used as a model exhibit or model house unless prior written permission to do so shall have been obtained from the Board or Declarant.
- 15.4 **Stormwater Runoff Rules.** All single family residential Units are subject to the State of North Carolina rules and regulations governing stormwater runoff.
- 15.5 **Impervious Surface Coverage.** The amount of square feet construction coverage shall be restricted to the coverage allowed and designated on each lot platted and subject to this Master Declaration.
- 15.6 **No Unit or Units shall be subdivided** except to enlarge an adjoining Unit, but any Unit so enlarged cannot be improved with more than one single family dwelling. An Owner of a Unit and a portion or all of an adjoining and contiguous Unit or Units may construct a dwelling and/or other structures permitted hereunder upon and across the dividing line of such adjoining and contiguous Units, and thereafter such combination of Units or portions thereof shall be treated for all purposes under this Master Declaration as a single Unit.
- 15.7 Owners shall be responsible for any damage done to any streets, roadways, access ways, Common Areas or property of another Owner within the Subdivision, which may be caused by an Owner, his agents, employees, guests, licensees or invitees. The Association shall have the authority to assess any Owner for such damage and such charge shall be an individual assessment against the Owner and his Unit(s) and may be enforced in accordance with the provisions of this Master Declaration.
- 15.8 Absolutely nothing, including but not limited to, building material(s), trash, garbage or debris shall be buried on any Unit, easement area, Common area or any area where a structure shall or has been constructed. Burial of household pets may be allowed subject to approval by Declarant on the owner's Unit. No hazardous, illegal or governmental regulated material(s)

shall be deposited on any Unit in Meadowlands.

## ARTICLE 16

### *Golf Course*

- 16.1 Ownership and Operation of Golf Course.** All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other persons with regard to the continuing existence, ownership or operation of the golf course, and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment to this declaration executed or joined in by the Declarant and the then owner and/or operator of any golf course.
- 16.2 Right to Use.** Neither membership in the Association nor ownership or occupancy of a Unit shall confer any ownership interest in or right to use any golf course. Rights to use the golf course will be granted, continued and/or terminated, only to such persons and on such terms and conditions as may be determined from time to time by the owner and/or operator of the golf course.
- 16.3 View Impairment.** Neither the Declarant, the Association nor the owner or operator of the Golf Course guarantees or represents that any view over and across the golf course from adjacent Units will be preserved without impairment. The Owner of the golf course may, in its sole and absolute discretion, change bunkers, fairways and greens on the golf course from time to time. Any additions or changes to the golf course may diminish or obstruct any view from the Units and any express or implied easements for view purposes or for the passage of light and/or radio waves are hereby expressly disclaimed.
- 16.4 Limitation on Amendments.** In recognition of the fact that the provisions of this Article are for the benefit of the owner of the Golf Course, no amendment to this Article, and no amendment in derogation of any rights reserved or granted to the owner of the Golf Course by provisions of this Declaration, may be made without the written approval of the owner and/or operator of the Golf Course.

## ARTICLE 18

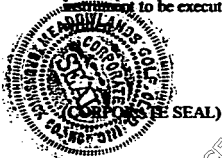
### *General Provisions*

- 17.1 Term.** This Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of 40 years from the date this Declaration is recorded. After such time, this Declaration shall be automatically extended for successive periods of 10 years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding each extension, agreeing to amend, in whole or in part, or terminate this declaration, in which case this Declaration shall be amended or terminated as specified therein.
- 17.2 Amendment.** At any time during the Class B Control Period, Declarant may unilaterally amend this Declaration. Retention of this right by the Declarant is not intended to affect the general or common scheme of development for the property herein described but to correct and/or modify situations or circumstances which may arise during the course of development. This Master Declaration may also be amended by vote of not less than two thirds (66 2/3%) of the Owners after termination of the Class B control Period. An instrument must be recorded at the Brunswick County Registry for such an amendment to be effective. In no event may the Declaration be amended so as to alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein, or so as to deprive Declarant, its designee or successors and assigns of any rights herein granted or reserved unto Declarant. In addition, the Declarant may amend this Master Declaration to annex additional property and make it subject to the terms, conditions, restrictions, obligations and covenants of this Master

Declaration as provided herein.

- 17.3 **Severability.** Invalidation of any provision of this Declaration in whole or in part or any provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.
- 17.4 **Use of the Words "Meadowlands Golf Club," and "Meadowlands."** Meadowlands Golf Club is a registered trademark the exclusive use of which is reserved for the Declarant. No Person shall use the words "Meadowlands Golf Club" or "Meadowlands" in any printed or promotional material without the Declarant's or the licensee's prior written consent with the exception that Owners may use the words "Meadowlands Golf Club" and "Meadowlands" in printed matter solely to specify that particular property is located within the Properties and the Association shall be entitled to use the words "Meadowlands" in its name. Likewise, the Meadowlands Golf Club logo incorporating the name with the cardinal imposed on an oval is trademarked and reserved for the exclusive use of Declarant.
- 17.5 **No Waiver.** No provision contained in this Declaration, the Articles of Incorporation or the Bylaws of the Association shall be deemed to have been waived, abandoned, or abrogated by reason of failure to enforce them on the part of any person as to the same or similar future violations, no matter how often the failure to enforce is repeated.
- 17.6 **Variations.** The Board or Declarant in its discretion may allow reasonable variations and adjustments of this Master Declaration in order to alleviate practical difficulties and hardship in their enforcement and operation. Any such variations shall not violate the spirit or the intent of this document.
- 17.7 **Conflict.** In the event of any irreconcilable conflict between this Declaration and the Articles and/or the Bylaws of the Association, the provisions of this Declaration shall control.
- 17.8 **Captions.** The captions preceding the various Articles of this Master Declaration are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of this Master Declaration. As used herein, the singular includes the plural and where there is more than one Owner of a Unit, said Owners are jointly and severally liable for the obligations herein imposed. Throughout this Master Declaration, references to the masculine shall be deemed to include the feminine, the feminine to include the masculine and the neuter to include the masculine and feminine.

IN TESTIMONY WHEREOF, Meadowlands Golf Club, Inc., the Declarant, has caused this instrument to be executed by its proper corporate officers, all as of the day and year first above



MEADOWLANDS GOLF CLUB, INC.

BY [Signature] (SEAL)  
President

ATTEST:

[Signature] Secretary

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

[Signature] a Notary Public of the County and State aforesaid, certify that Teresa A. McLamb personally came before me this day and acknowledged that she is the Secretary of Meadowlands Golf Club Inc., a North Carolina corporation with its principal



BK 1198 PG 0940

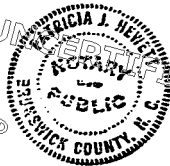
Master Declaration - Meadowlands Golf Club

office in Brunswick County, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Secretary.

Witness my hand and official seal on this 2 day of Feb, 1998

*Patricia J. Hewett*  
NOTARY PUBLIC

My Commission Expires: 2/3/2002



STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of Patricia J. Hewett

Notary(jes) Public is (are) Certified to be Correct. 3 Day of February, 1998.  
This instrument was filed for Registration on this 3 Day of February, 1998, in the Book and Page shown on the First Page hereof.

*Robert J. Robinson*  
ROBERT J. ROBINSON Register of Deeds

BK 1198 PG 0941

State of North Carolina  
County of Brunswick

Re: Register of Deeds at Brunswick County

MORTGAGEE CONSENT

Branch Banking & Trust Company, (BB&T) beneficiary under a Deed of Trust dated July 10, 1997, and recorded on July 10, 1997 in the Public Records at Book 1157 at Page 1035

(as amended from time to time, the Security Deed), for itself and its successors and assigns, consents to recordation of the foregoing Master Declaration for Meadowlands Golf Club, Inc, and BB&T agrees and acknowledges that, upon recordation of the Declaration, the restrictive covenants contained in the Declaration will run with the land which serves as security for the debt evidenced by the Security Deed and further agrees that any foreclosure or enforcement of any other remedy available to BB&T under the Security Deed will not render void or otherwise impair the validity of the Declaration.

Dated January 1, 1998.

BB&T: Branch Banking & Trust Company

By: [Signature]  
Title: \_\_\_\_\_

CORPORATE SEAL



I, a Notary Public of the County and State aforesaid, certify that Glenn Humbert personally came before me this day acknowledged that he/she is Asst. Secretary of Branch Banking Trust Company, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by him/her as its Asst. Secretary.

Witness my hand and official stamp or seal, this 1th day of January, 1998.

