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NORTH CAROLINA
ORANGE COUNTY

**AMENDED AND RESTATED
DECLARATION- THE MEADOWS OF
CHAPEL HILL HOMEOWNERS
ASSOCIATION**

**THIS DOCUMENT REGULATES OR PROHIBITS THE
DISPLAY OF POLITICAL SIGNS**

This AMENDED AND RESTATED DECLARATION ("Amendment") is made as of this 19 day of March, 2024, by The Meadows of Chapel Hill Homeowners' Association, a North Carolina nonprofit corporation ("The Meadows"). This Amendment supersedes, includes and/or incorporates all previous declarations and amendments effective on this date.

WITNESSETH:

WHEREAS, on March 27, 1979, an original Declaration ("Declaration") was filed with the Orange County Register of Deeds in Book 307 at Page 339, pursuant to which Meadows Associates, a North Carolina general partnership, as Declarant, subjected certain real property to a common scheme of development and created a planned community as that is defined under Chapter 47F, the North Carolina Planned Community Act. Thereafter, the Declaration was amended via documents filed in the following Books and Pages of the Orange County Registry:

- a. Book 320 at Page 408;
- b. Book 326 at Page 541;
- c. Book 358 at Page 395;
- d. Book 363 at page 336;
- e. Book 368 at Page 517;
- f. Book 379 at Page 510;
- g. Book 779 at Page 434; and
- h. Book 6703 at Page 2044.

WHEREAS, the Declaration, as amended, binds the real property within the development, including the property shown on the following maps, recorded with the Orange County Registry:

- a. Plat Book 29 at Page 138
- b. Plat Book 30 at Page 41;

- c. Plat book 33 at Page 58;
- d. Plat Book 33 at Page 107;
- e. Plat Book 34 at Page 81; and
- f. Plat Book 34, Page 142.

WHEREAS, the original Declarant bound all property within the subdivision to the terms of the Declaration, as amended, as well as the terms of the North Carolina Planned Community Act (Chapter 47 of the N.C. General Statutes) (hereinafter "the Act"), which in the event of a conflict between the Act and this Declaration, the Act shall control;

AND WHEREAS, the Declaration provided for amendment, consistent with the terms of Article IX, Section 3 of the Declaration, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and pursuant to N.C.G.S. 47F-2-117, such amendment may be by the written agreement of the requisite number of Lot Owners.

NOW, THEREFORE, by and with the consent of at least seventy-five percent (75%) of the Lot Owners, the Association hereby adopts and declares that this Amended and Restated Declaration shall replace all prior Declarations and amendments thereto, except to the extent such documents are needed to define the real property that comprises part of the Association, and it is declared all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, 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.

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ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to The Meadows of Chapel Hill Homeowners Association, Inc., a non-profit corporation organized and existing under the laws of the State of North Carolina, its successors and assigns.

Section 2. "Owner" or "Homeowner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property described on Exhibit A hereof, including contract sellers, but excluding those having interest merely as security for the performance of an obligation, and shall further include the record owner of a fee simple title to any lot which is shown upon any subdivision map for any property hereafter subjected to the terms, provisions and conditions of this Declaration in accordance with the provisions therefor hereinafter provided.

Section 3. "Properties" shall mean and refer to that certain real property described on the plats and maps of the Association referenced herein, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners subject to this Declaration and the Association Bylaws. The Common Area to be owned by the Association at the time of the conveyance of the first lot is more particularly described on the recorded plats and maps of the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. It is understood that within the Properties there may be both single family attached Lots and single family detached Lots. A single family attached Lot is defined to be a Lot which contains or is designed so as to contain a single family dwelling connected on one side by means of a common dividing structural or load bearing wall of at least ten (10) linear feet to another single family dwelling, each dwelling unit on its own individual Lot.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Properties Subject. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Chapel Hill Township, County of Orange, North Carolina, and is more particularly described in the plats and maps referenced above.

Section 2. Supplementary Declarations. Additional property may be subject to this Declaration via the filing of one (1) or more Supplementary Declarations to extend the jurisdiction of the Association to such property and subject such addition to the assessments herein provided for a just and proportionate share of the Association's expenses. Each Supplementary Declaration may contain such complimentary additions and modifications of the covenants, conditions and restrictions contained herein as may be necessary to reflect the different character of the added properties, provided, however, any such Supplemental Declaration or any such other Declaration shall not revoke or otherwise amend the provisions of this Declaration as pertaining to the properties subject thereto.

ARTICLE III PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against their Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate or transfer all or any 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 members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of its members agreeing to such dedication or transfer has been recorded.

(c) the right of the Association, with the assent of two-thirds (2/3) of its members, to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 2. Delegation of Use. Any owner may delegate in accordance with Bylaws, their right of use in the Common Area and facilities to the members of their family, tenants, or contract purchasers who reside on the property.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of Voting membership. Each Lot shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's

fees, shall also be the personal obligation of the Owner of each Lot, and such personal obligation, whether for any delinquent assessments and/or all future assessments, shall remain the personal obligation of such Owner and shall not pass to any successor in title unless expressly assumed by them in accordance with the provisions of ARTICLE VIII of this Declaration.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine or for the benefit of its members, which purposes may include maintenance, landscaping and beautification of the Common Areas. Funds may also be used to provide other services for the Association members to promote the health, safety and welfare of the residents of The Meadows, and in particular for the acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area, including but not limited to the cost of repair, replacement and additions thereto; the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance on Association owned property, the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful, the employment of security personnel and the provision of any service which is not readily available from any governmental authority; and the provision of landscaping services for the Lots as determined appropriate by the Board of Directors.

Section 3. Maximum Annual Assessment. The maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. The maximum annual assessment may be increased each year by more than five percent (5%) with the approval of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all single family attached Lots, and the said assessments must be fixed at a uniform rate for all single family detached Lots. The said assessments may be collected monthly.

Section 7. Assessments; Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to reasonable charges for the late payment, not to exceed the greater of twenty dollars (\$20.00) per month, or ten percent interest, or any higher amounts provided for by law. The Association, its agent or representative, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

Section 9. Subordination to the Lien of Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot, pursuant to any first mortgage foreclosure under a power of sale or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI ARCHITECTURAL CONTROL, MAINTENANCE AND USE RESTRICTIONS

Section 1. Approval of Plans and Architectural Committee. No building, fence, wall or other structure or improvement of any nature whatsoever shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Provided, however, that no automatic approval shall be given or shall exist for any alteration or improvement on any Lot which would explicitly violate any provision of this Declaration. The said Board, or its designated committee shall have the right to charge a reasonable fee for receiving each application for approval of plans and specifications in an amount not to exceed Twenty-Five Dollars (\$25.00). Upon giving approval to such plans and specifications, construction shall be started within thirty (30) days

of approval. Construction shall be deemed to have started if a contract to perform the approved construction has been executed. Thereafter, all construction or completion of the improvements shall be completed within six (6) months of approval, in strict conformity with such plans as have been previously approved by the said Board, or its designated committee. If either deadline referenced herein is not met, the Owner shall be required to submit a new architectural application for completion of the work. The Board of Directors of the Association, or its designated architectural committee, shall be entitled to stop any construction which is in violation of these restrictions. Owners shall be required to notify the Association when a project is complete.

Section 2. Land Use and Building Type. The lots subject to this Declaration may only be used for residential purposes. Structures built on the lots may not be used for any other use than as a single-family residential dwelling. The term, "Dwelling Unit," shall mean a room or group of rooms within a dwelling forming a single independent habitable unit used or intended to be used for living, sleeping, sanitation, cooking and eating by one family only. The term, "Family," shall mean an individual living alone or two or more persons related by blood, adoption, marriage, or partner status, living together as a single housekeeping unit, using a single facility in a dwelling unit for household purposes. However, notwithstanding the foregoing, "Family" does not include a fraternity, sorority, club, rooming house or institutional group or similar living situations. The term "Single Family Dwelling," shall mean a dwelling constituting of a single Dwelling Unit only. No owner may rent their dwelling to more than three (3) persons not so related as a Family. No lease of a Dwelling Unit shall be for less than fourteen (14) weeks. An owner may rent their Dwelling Unit to no more than three (3) persons who are not related by blood, adoption, marriage, or legal custody. No Owner may permit their tenant to sublet their Dwelling Unit. In the event that such Dwelling Unit is sublet, the Owner is obligated to take action to remove the sub-lessee or enter into an agreement directly with such sub-lessee. The owner shall furnish to each tenant a copy of the Covenants. Each tenant shall sign an agreement to abide by the Covenants, and the owner shall file a copy of this agreement with the Association. Within fourteen (14) days of executing a lease, the owner shall inform the Association of the name, primary e-mail address, and primary telephone number of each renter, and of the start and end dates of the rental. Within fourteen (14) days of any change to that information, the owner shall communicate the changes to the Association.

Section 3. Nuisance. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure; provided, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pick up by governmental and other similar garbage and trash removal service units. In the event any Owner fails or refuses to keep their Lot free from unsightly objects, weeds or underbrush in a manner satisfactory to a majority of the Board of Directors of the Association, the Association may, through its agent or representative, five (5) days after posting a notice on such Lot or mailing a notice to the Owner thereof at their property requesting the Owner to comply with the requirements of this Section, enter and remove any and all unsightly objects, debris or other vegetation at Owner's expense and Owner, by acquiring any Lot subject to this Declaration, agrees to pay such costs incurred by the Association in the enforcement of this Section promptly upon demand. No such entry as provided herein shall be deemed a trespass.

Section 4. Animals. No animal, livestock, poultry or fowl of any kind shall be kept or maintained on any Lot, except that no more than two (2) dogs and two (2) cats may be maintained,

along with such other animals which are kept completely within the dwelling. Under no circumstances may any animal, livestock, poultry or fowl of any kind, including dogs or cats, be maintained on the Lot or in the dwelling for any commercial purpose. Dogs shall at all times be under the control of their Owner.

Section 5. Outside Antennas. No outside radio or television antennas, other than receiving antennas for broadcast radio or television, shall be erected on any Lot or dwelling unit within the Properties unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee.

Section 6. Signs.

(a) No signs of any kind shall be displayed on any Lot without the prior written approval of the Board or its designated committee.

(b) Paragraph (a) notwithstanding, one (1) sales or rental sign no larger than twenty-four (24) inches by thirty (30) inches shall be allowed on any Lot without requiring written approval.

(c) Paragraph (a) notwithstanding, a maximum of two (2) political signs shall be allowed on any Lot without requiring written approval, provided that the signs are no larger than twenty-four (24) inches by twenty-four (24) inches, and that no political sign is displayed on any Lot earlier than forty-five (45) days before the day of election or later than seven (7) days after the day of election.

Section 7. Use of Common Areas. No planting or gardening shall be done upon any Common Area unless authorized or permitted by the Board of Directors of the Association.

Section 8 Maintenance. All Lots, together with the exterior or all improvements thereon, shall be maintained in a neat, attractive and orderly condition by their respective Owners, including, but not limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks or other exterior improvements. In the event an Owner shall fail to maintain their respective Lot and the improvements thereon in a manner satisfactory to the Board of Directors of the Association, the Association may, through its agent or representative, after approval by two-thirds (2/3) vote of the Board, have the right to enter upon said Lot and repair, maintain and restore the Lot and the exterior of the buildings and other improvements thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and the Owner shall be personally liable to the Association for the cost of such maintenance, and the cost, until paid, shall be a permanent charge and lien upon such Lot, enforceable to the same extent and collectible as provided for in ARTICLE V of this Declaration. Such entry as provided herein shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions provided such entry shall be at reasonable hours on any day except Saturday or Sunday so as not to interfere with the right of quiet enjoyment of the individual Lot Owner.

ARTICLE VII EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded or to be recorded. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. All attachments to the exterior walls of attached Lots which are a part thereof, but which protrude beyond said boundaries and which were constructed in conformity with the plans and specifications, shall be deemed to be included within said boundaries and there is hereby reserved an easement to permit the construction of and continued existence of any such protruding attachment. Notwithstanding the foregoing, there is hereby reserved without further assent or permit into the extent allowed by law, a general easement to all fire fighters , ambulance personnel, police officers and all similar persons to enter upon the properties or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties.

ARTICLE VIII PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this ARTICLE, the general rules of law regarding party walls and of liability for property damaged due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The conveyance of each Lot separated from any Lot by a party wall shall include an undivided interest and so much of the width of the entire length of said party wall separating such Lot from the adjoining Lot as is located on said Lot together with a grant of easement of lateral support for such party of said wall as is situated on the adjoining Lot, and there shall be reserved in the conveyance of each of said Lots a like easement of lateral support. The cost of reasonable repair and maintenance of the party wall shall be shared by the Owners who make use of the wall in proportion to such use. Whenever a party wall or any part thereof shall be rebuilt, it shall be constructed on the same site and shall be of the same size and of the same or similar materials of like quality as the party wall prior to such repair or reconstruction.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the adjoining Owner thereafter makes use of said wall, such Owner shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the other Owner under any rule of law regarding liability or negligent or willful acts or omissions as respects party walls.

Section 4. Weather Proofing. Notwithstanding any other provisions of this Article, an Owner who by their negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right of Contribution Runs With the Land. The party walls constructed in accordance with this Article shall be and shall remain party walls for the perpetual use and benefit of the Owners of the Lots burdened by such party walls and said Lots shall be conveyed subject to the covenants, restrictions, reservations and servitudes set forth herein. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning any party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the questions involved.

ARTICLE IX BINDING NATURE OF DECLARATION

The covenants, conditions and restrictions contained in this Declaration, both negative and affirmative, and including but not limited to the covenants to pay dues and assessments, shall be construed to be covenants running with the land covered by this Declaration. Each Lot and the Owner of each Lot covered hereby, or any other person or legal entity claiming an interest in any Lot, and their heirs, executors, administrators, successors and assigns, shall be subject to and bound by all of such covenants, conditions, and restrictions, regardless of when, in what manner, or from whom any Lot is acquired.

ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended consistent with the terms of N.C.G.S. §47F-2-117, with the consent of at least sixty-seven percent (67%) of the Owners of the Association. Owners, provided that no amendment shall 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. Any amendment must be properly recorded.

Section 4. Headings. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer.

CERTIFICATION

By authority of its Board of Directors, the undersigned President of The Meadows of Chapel Hill Homeowners Association, Inc., certifies that the foregoing instrument has been duly approved by the Owners of seventy-five percent (75%) of the Lots in the Property, and shall be effective upon recordation in Orange County Registry.

THE MEADOWS OF CHAPEL HILL HOMEOWNERS
ASSOCIATION, INC.

BY: Derek Fulton
President

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

I, Christie J. Whitby, a Notary Public of the County and State aforesaid, do hereby certify that Derek Fulton personally came before me this day and acknowledged that they are the President of The Meadows of Chapel Hill Homeowners Association, Inc., a North Carolina corporation, and being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this 19 day of March, 2024.

Christie J. Whitby
Notary Public

My commission expires: 10/08/2025

