

STATE OF NORTH CAROLINA  
COUNTY OF MOORE

RESTATED MEADOW COTTAGES DECLARATION OF CONDOMINIUM

THIS RESTATED DECLARATION, made this 16<sup>th</sup> day of August 2021, by the Meadow Cottages Condominium Association, Inc. (the "Association"), a Nonprofit Corporation registered under Chapter 55A with the North Carolina Department of State pursuant to the Uniform Condominium Act, Chapter 47C, North Carolina General Statutes.

WITNESSETH:

WHEREAS, by Agreement executed on the 15<sup>th</sup> day of April 2015, whereby control of the Association was turned over to the Unit Owners; and

WHEREAS, pursuant to this Declaration as amended by General Warranty Deeds as recorded in Book 3414 at Page 404, Book 3416 at Page 490, Book 3517 at Page 143, Book 3636 at Page 219, Book 3794 at Page 336, Book 4014 at Page 189, Book 4097 at Page 303, Book 4260 at Page 435, Book 4377 at Page 59, Book 4406 at Page 416, Book 4494 at Page 572, Book 4580 at Page 394, Book 4609 at Page 30 and Book 4609 at Page 38, all of the Moore County Registry, whereby Additional Property was submitted to the Act, representing a total of twenty-six (26) Units in the Meadow Cottages; and

WHEREAS, by General Warranty Deed as recorded in Book 4941 at Page 551 of the Moore County Registry, whereby the entirety of the remainder of the Additional Real Estate described on Exhibit "A-1" of this Declaration, not added or submitted to the Act, was conveyed to U.S. Kids Golf Foundation, Inc., with restrictions; and

WHEREAS, by Agreement executed on the 5<sup>th</sup> day of July 2021, whereby expansion of the Meadow Cottages under this Declaration was limited to a total of twenty-six (26) Units and whereby all Special Declarant Rights granted by this Declaration were terminated; and

NOW, THEREFORE, the Association hereby restates and amends the Declaration of Condominium as follows:

1.12. Master Association. Longleaf Master Homeowners Association, Inc. a Nonprofit Corporation organized under Chapter 55A, North Carolina General Statutes, which will serve as the overall entity to which this Association and similar Associations within Longleaf development shall be a part.

1.13. Occupant. Any person or persons in possession of a Unit, including Unit Owners, the family members, permitted leasees, guests and invitees of such person or persons, and family members, guests and invitees of such permitted lessees.

1.14. Person. A natural person, corporation, partnership, trust or other entity, or any combination thereof.

1.15. Property. The real estate described on Exhibit "A" and the Additional Real Estate described on Exhibit "A-1", as added, representing the total twenty-six (26) Units of The Meadow Cottages together with all buildings and improvements now constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate.

1.16. Security for an Obligation. The Vendor's interest in a contract for deed, mortgagee's interest in a mortgage, trustee's interest in a deed of trust, purchaser's interest under a sheriff's certificate of sale during the period of redemption, or the holder's interest in a lien.

1.17. Security Holder. Any person owning a Security for an Obligation in a Unit.

1.18. Unit. A portion of the Condominium, whether or not contained solely or partially within a building, together with its percentage of undivided interest in the Common Elements as set forth on Exhibit "C". Each Unit is designated and delineated on the Floor Plans.

1.19. Unit Boundaries. The boundaries of each Unit, both as to vertical and horizontal planes, as shown on the Floor Plans, are the undecorated surfaces of the perimeter walls, exterior doors and exterior windows facing the interior of the Unit, the undecorated surfaces of the ceiling facing the interior of the Unit, and the topmost surfaces of the subflooring, and include the paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the decorated surfaces thereof, and also includes all spaces, interior partitions and other fixtures and improvements without such boundaries.

1.20. Unit Owner. The person or persons owning a Unit in fee simple, including contract-for-deed purchasers of a Unit, but excluding contract-for-deed purchasers of a Unit who are Security Holders, and also excluding all other Security Holders.

1.21 Common Areas. The properties owned by the Association.

## ARTICLE III

### Ownership of Condominium Units and Common Elements

Each Condominium Unit shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the Owner of each Unit shall also own, as an appurtenance to the ownership of each said Condominium Unit, an undivided interest in the Common Elements. The undivided interest appurtenant to each Condominium Unit as of the date of this Declaration is as set out on Exhibit "C" attached hereto and made a part hereof. The proportional interest in the Common Elements that is appurtenant to each Condominium Unit as shown on Exhibit "C" has been determined by a fraction, the numerator of which is the approximate square footage of a particular Unit and the denominator of which is the aggregate square footage of all the Units having an interest in the Common Elements.

## ARTICLE IV

### Easements

4.1. Encroachments. In the event that, by reason of the construction, reconstruction, rehabilitation, alteration or improvement of the buildings or improvements comprising a part of the Property, any part of the Common Elements now or hereafter encroaches upon any part of any Unit, or any part of any Unit now or hereafter encroaches upon any part of the Common Elements, or upon any part of another Unit, an easement for the continued existence and maintenance of such encroachment is hereby declared and granted and shall continue for so long as each such encroachment exists; provided that in no event shall an easement for such encroachment be created if such encroachment is detrimental to or interferes with the reasonable use and enjoyment of the Common Elements or Units so encroached upon.

4.2. Easements Through Walls. Easements are hereby declared and granted to the Association and to such persons as are authorized by the Association, to install, lay, maintain, repair and replace any chutes, flues, ducts, vents, pipes, wires, conduits and other utility installations, and structural components running through the walls of the Units, whether or not such walls lie in whole or in part within the boundaries of any Unit.

4.3. Easements to Repair, Maintain, Restore and Reconstruct. Wherever in, and whenever by, this Declaration, the Bylaws or the Act, a Unit Owner, the Association, the Board, or any other person, is authorized to enter upon a Unit or the Common Elements to repair, maintain, restore or reconstruct all or any part of a Unit or the Common Elements, such easements as are necessary for such entry and such repair, maintenance, restoration or reconstruction are hereby declared and granted.

5.4. Hazardous Use and Waste. Nothing shall be done to or kept in any Unit or the Common Elements that will increase any rate of insurance maintained with respect to the Condominium without the prior written consent of the Board. No Unit Owner or Occupant shall permit anything to be done to or kept in their Unit or the Common Elements that will result in the cancellation of insurance maintained with respect to the Condominium, or that would be in violation of any law, or that will result in the commitment of waste (damage, abuse or destruction) to or in their Unit or the Common Elements.

5.5. Alterations of Common Elements. No Unit Owner or Occupant shall alter, construct anything upon or remove anything from the Common Elements, or paint, decorate, landscape or adorn any portion of the Common Elements, without the prior written consent of the Board. The Association may appoint an Architectural Review Committee to review requests for additions, modifications, or alterations to Common Elements. The Architectural Review Committee shall make recommendations to the Board regarding each request. The Board shall have final authority to approve or deny requests. The Board may deny requests for any reason, including but not limited to inconsistency with approved Architectural Review Committee Guidelines, being unharmonious with building or landscape designs, or creating a negative impact to the community as a whole or to any Unit Owner.

5.6. Lease of a Unit. Any lease or rental of a Unit shall be for the entire Unit, shall be in writing, shall be for a minimum term of at least six (6) continuous calendar months and shall be subject to this Declaration and the Bylaws, and any failure of the lessee to comply with the terms of such documents shall be a default under the lease. Any Unit Owner who enters into a lease of their Unit shall promptly notify the Association of the name and address of each lessee, the Unit rented, and the term of the lease. Other than the foregoing restrictions, each Unit Owner shall have the full right to lease their Unit.

5.7. Pets. Pets shall be allowed in the Condominium as provided by the Rules and Regulations promulgated and as amended by the Board or the Association.

5.8. Rules and Regulations. In addition to the foregoing restrictions, conditions and covenants concerning the use of the Condominium, reasonable Rules and Regulations not in conflict therewith and supplementary thereto and which may provide for fines to violators may be promulgated and amended by the Board or the Association, as more fully provided in the Bylaws.

5.9. Restrictions, Conditions and Covenants to Run With Land. Each Unit Owner and Occupant shall be subject to all restrictions, conditions and covenants of this Declaration, and all such restrictions, conditions and covenants shall be deemed to be covenants running with the land and shall bind every person having any interest in the Property and shall inure to the benefit of every Unit Owner.

ARTICLE VI  
Assessments

6.1. Assessment Liens. The Association subject to approval of the annual budget by the Association has the power to levy assessments against the Units for Common Element Expenses. Such assessments, including late fees, cost, administrative expenses, and attorney fees incurred in the collection process shall be a lien on the Units against which they are assessed, and if any payment thereof becomes delinquent, the lien may be foreclosed and the Unit sold, or a money judgment obtained against the person liable thereof, all as set forth in the Bylaws.

6.2. Personal Liability of Transferees: Statement: Liability of First Mortgagees.

(a) The personal obligation for assessments which are delinquent at the time of transfer of a Unit shall not pass to the transferee of said Unit unless said delinquent assessments are expressly assumed by said transferee.

(b) Any transferee referred to in (a) above shall be entitled upon ten (10) days prior written request to a statement from the Association, pursuant to the Bylaws, and such transferee's Unit shall not be subject to a lien for any unpaid assessments against such Unit in excess of the amount therein set forth.

(c) Where a Mortgagee, or other person claiming through such Mortgagee, pursuant to the remedies provided in a Deed of Trust, or by foreclosure or by deed, or assignment, in lieu of foreclosure, obtains title to a Unit, the liability of such Mortgagee or such other person for assessments shall be only for the assessments, or installments thereof, that would become delinquent, if not paid, after acquisition of title. For purposes hereof, title to a Unit shall be deemed acquired by foreclosure upon expiration of the applicable period of redemption.

(d) Without releasing the transferor from liability therefore, any unpaid portion of assessments which is not a lien under (b) above or, resulting, as provided in (c) above, from the exercise of remedies in a Deed of Trust, or by foreclosure thereof or by deed, or assignment, in lieu of such foreclosure, shall be a Common Expense collectible from all Unit Owners, including the transferee under (b) above and the Mortgagee or such other person under (c) above who acquires ownership by foreclosure or by deed, or assignment, in lieu of foreclosure.

6.3. Prohibition of Exemption from Liability for Contribution Toward Common Expenses. No Unit Owner may exempt themselves from liability for their share of the Common Expenses assessed by the Association by waiver of the use or enjoyment of any of the Common Elements or by abandonment of their Unit or otherwise.

7.3. Units. Each Unit Owner shall maintain their Unit at all times in a good and clean condition, and repair and replace, at their expense, all portions of their Unit; shall perform their responsibilities in such manner as not to unreasonably disturb other Occupants; shall promptly report to the Board, or its agents, any defects or need for repairs the responsibility for which is that of the Association; and, to the extent that such expense is not covered by the proceeds of insurance carried by the Association, shall pay all costs to repair and replace any portion of another Unit that has become damaged or destroyed by reason of their own acts or omissions, or the acts or omissions of any Occupant of their Unit. Such payment shall be made upon demand by the Unit Owners of such other Unit. Nothing herein contained shall modify any waiver by insurance companies of rights of subrogation.

7.4. Waiver of Claims. Except only as provided in Section 7.5 (a) and (b), the Association agrees that it shall make no claim against a Unit Owner or Occupant, and each Unit Owner and Occupant agrees that he shall make no claim against the Association, the members of the Board, Officers of the Association, or employees or agents of any thereof, or against any manager retained by the Board, or its officers, directors, employees or agents, or other Unit Owners or Occupants, for any loss or damage to any of the Property, or to a Unit or personal property therein, even if caused by the omission or neglect of any one or more of such persons and all such claims are hereby waived and released; provided, that this waiver shall not apply to any such loss or damage due to intentional acts.

7.5. Right of Entry.

(a) By the Association. The Association, and any person authorized by the same, may enter any Unit or any of the Limited Common Elements in case of any emergency or dangerous condition or situation originating in or threatening that Unit or any of the Limited Common Elements. The Association and any person authorized by the same, after reasonable notice to a Unit Owner or Occupant, may enter that Unit or any of the Limited Common Elements for the purposes of performing any of the Association's duties or obligations or exercising any of the Association's powers under the Act, this Declaration or the Bylaws with respect to that or any other Unit, any Limited Common Elements, or the Common Elements. Notwithstanding Section 7.4, the Association shall be responsible for the repair of any damage caused by the Association or its authorized person to the entered Unit, and the cost thereof shall be a Common Expense. All such entries shall be made and done so as to cause as little inconvenience as possible to the Unit Owner and Occupant of the entered Unit or any portion of the Limited Common Elements allocated to the Unit Owner.

8.3. Fidelity Coverage. Fidelity coverage shall be maintained by the Association in commercial blanket form covering each director and officer of the Association, any employee or agent of the Association and any other person handling or responsible for handling funds of the Association and any other person handling or responsible for handling funds of the Association in the face amount of at least the greater of (i) one and one-half (1½) times the estimated annual operating expenses and reserves of the Association, or (ii) the sum of three months' aggregate assessments on all Units plus the Association's reserve funds. Such bonds shall contain an appropriate endorsement to cover persons who serve without compensation. The premiums on such bonds shall be a Common Expense.

8.4. Other Insurance. The Association may procure such other insurance, including worker's compensation insurance, as it may from time to time deem appropriate to protect the Association or the Unit Owners. If at least one Unit is subject to VA financing, the Association shall obtain and keep in force such insurance, as the Veterans Administration shall require from time to time. If at least one Unit is subject to FHA financing, the Association shall obtain and keep in force such insurance, as FHA shall require from time to time.

8.5. Insurance Trustee. The Board may engage, and pay as a Common Expense, any appropriate person to act as an insurance trustee to receive and disburse insurance proceeds upon such terms, as the Board shall determine, consistent with the provisions of the Act and this Declaration.

8.6. Individual Policy for Unit Owners. Each Unit Owner may obtain insurance, at their own expense, affording personal property, additional living expense, condominium assessment, personal liability, and any other coverage obtainable, to the extent and in the amounts such Unit Owner deems necessary to protect their own interest; provided that any such insurance shall contain waivers pursuant to Section 7.4 and shall provide that it is without contribution as against the insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds that would otherwise be payable on the insurance purchased by the Association due to the proration of insurance purchased by a Unit Owner under this Section, such Unit Owner shall be liable to the Association to the extent of such reduction and shall pay the amount of such reduction to the Association upon demand, and assigns the proceeds of their insurance, to the extent of such reduction, to the Association.

## ARTICLE IX Casualty Damage

If all or any part of the Property shall be damaged or destroyed, the same shall be repaired or replaced, and proceeds of insurance shall be used and applied in accordance with the provisions of Section 47C-3-113(e) and (h) of the Act.

13.2. Successors' Personal Obligation for Delinquent Assessments. The personal obligation for assessments which are delinquent at the time of transfer of a Unit shall not pass to the successors in title or interest to said Unit unless said delinquent assessments are expressly assumed by them.

13.3. Notice. Each Mortgagee and each insurer or guarantor of a Mortgage, upon written request stating its name and address and describing the Unit encumbered by the Mortgage, held, insured or guaranteed, shall be entitled to timely written notification by the Association of (i) any proposed action which requires consent of a specified percentage of Mortgagees; (ii) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its Mortgage; (iii) any 60-day delinquency in the payment of assessments or charges owed by the Unit Owner of the Unit on which the Mortgagee held its Mortgage or in the performance of any obligation under this Declaration or the Bylaws by said Unit Owner; or (iv) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association. Each Mortgagee who has requested the Association to notify it of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders shall be considered an "Eligible Mortgage Holder". With respect only to nonmaterial amendments such as for the correction of technical errors or for clarification, any Mortgagee who receives a written request by the Association, or any Unit Owner, to approve an addition or amendment to the Declaration or Bylaws who does not deliver or post to the requesting party a negative response within 30 days shall be deemed to have approved such request.

#### ARTICLE XIV General Provisions

14.1. Conflict With the Act: Severability. Should any of the terms, conditions, provisions, paragraphs, or clauses of this Declaration conflict with any provisions of the Act, the provisions of the Act shall control unless the Act permits the Declaration to override the Act, in which event the Declaration shall control. The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Declaration, or of any part of the same, or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstances.

14.2. Interpretation of Declaration. Whenever appropriate singular may be read as plural, plural may be read as singular, and the masculine gender may be read as the feminine or neuter gender. Compound words beginning with the prefix "here" shall refer to this entire Declaration and not merely to the part in which they appear.

**CERTIFICATION OF VALIDITY OF  
RESTATED MEADOW COTTAGES DECLARATION OF CONDOMINIUM**

By authority of its Board of Directors, the Meadow Cottages Condominium Association, Inc. (hereinafter "Association") certifies that on the 16<sup>th</sup> day of August 2021, the Members of the Association voted to restate and amend the Declaration of Condominium and adopt the foregoing instrument, which has been approved by \_\_\_\_% of the Members and is therefore a valid restatement of the Declaration of Condominium originally recorded in Book 3401, Page 56, Moore County Registry.

THE MEADOW COTTAGES CONDOMINIUM  
ASSOCIATION, INC.

\_\_\_\_\_  
Kenneth P. Smith, President

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public of the County and State aforesaid, certify that Kenneth P. Smith personally came before me this day and acknowledged that he is the President of The Meadow Cottages Condominium Association, Inc. a North Carolina Nonprofit Corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this \_\_\_\_ day of August 2021.

\_\_\_\_\_  
Notary Public

Printed Name:  
  
\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Exhibit "A-1"

Additional Real Estate

That certain tract or parcel of land bounded on the east and north by the golf course and practice area owned by US Kids Golf Foundation, Inc. as described in Book 2726, Page 370 of the Moore County Registry and on the West and South by the common area of The Meadow Villas Condominium Association, Inc. and beginning at a common corner of the Longleaf Florida property with the Meadow Villas Association common area property said beginning point being located at the following calls and distances from a point which is at the intersection of the western right of way of Knoll Road with the Meadow Villas Association Common Area property North boundary as shown on a plat entitled "Survey for NC One, LLC, The Meadow Villas, The Meadow Cottages Access/Maintenance Easement Boundary Line Relocation Survey" recorded in Plat Cabinet 14, Slide 239 of the Moore County Registry: N 59°37' 44" W 22.90 feet (L12); N 31°34' 50" E 17.71 feet (L11) and N 59° 18' 48"W 74.93 feet (L10) to an existing iron stake the Beginning Corner; running thence N 59° 15' 07" W 83.02 feet to an iron stake ; thence N 77°01' 57° W 117.44 feet to an iron stake; thence N 18° 27' 39" W 20, 17 feet (L4) to an iron rod; thence N 78° 14' 55" W 75.69 feet (L3) to an iron stake; thence N 89° 46' 56" W 25.53 feet (L2) to an iron stake; thence as the new line of the Common Area of Meadow Villas N 09°38' 59" E 98.08 feet to an iron stake (L5); thence N 57° 10' 47° W 48.78 feet (L1 and L9) to an iron rod; thence N 24° 38' 34" E 116.19 feet to an iron stake; thence N 06° 16'23" E 115.43 feet to an iron stake; thence N 06° 51' 10" E 66.02 feet to an iron stake; thence N 33° 20' 25" E 65.17 feet to an iron stake; thence N 57° 32' 58"W 95.34 feet to an iron rod; thence N 12°57'30" E 68.88 feet to an iron stake; thence N 18° 53'29" E 107.05 feet to an iron stake; thence N 71° 16' 36" W 315.50 feet to a point in the golf course property boundary line; thence N 0.1° 15' 02" E 190.00 feet to a point; thence a curve to the right having a length of 222.41 feet, a radius of 265.00 feet, a chord N 15° 49' 44" E 215.94 feet to a point; thence S 38° 47' 08" E 61.56 feet to a point thence a curve to the left having a length of 182.28 feet, a radius of 205.00 feet, a chord S 11° 00' 49" W. 176.33 feet to a point; thence S 34°45' 04" E 77.16 feet to a point thence S 62°02' 04" E 721.01 feet to a point; thence S 20°27'31" W 595.96 feet to an iron stake; thence S 00°28' 31" E 102.52 feet to the beginning containing 7.5 acres more or less a portion of which is shown on the plat referenced above which is recorded in Plat Cabinet 14, Slide 239 of the Moore County Registry.

Exhibit "C"

	<u>Unit No.</u>	<u>Percentage of Undivided Interest of the Common Elements</u>	<u>Percentage of Common Expenses</u>
1	501	3.85%	3.85%
2	502	3.85%	3.85%
3	503	3.85%	3.85%
4	504	3.85%	3.85%
5	505	3.85%	3.85%
6	506	3.85%	3.85%
7	507	3.85%	3.85%
8	508	3.85%	3.85%
9	509	3.85%	3.85%
10	510	3.85%	3.85%
11	511	3.85%	3.85%
12	512	3.85%	3.85%
13	513	3.85%	3.85%
14	514	3.85%	3.85%
15	515	3.85%	3.85%
16	516	3.85%	3.85%
17	517	3.85%	3.85%
18	518	3.85%	3.85%
19	519	3.85%	3.85%
20	520	3.85%	3.85%
21	521	3.85%	3.85%
22	522	3.85%	3.85%
23	523	3.85%	3.85%
24	524	3.85%	3.85%
25	525	3.85%	3.85%
26	527	3.85%	3.85%

These percentages represent each Unit's appurtenant undivided interest in ownership of the Common Elements and proportional allocation of Common Expenses.

EXHIBIT "D"

To Declaration

Liens, Defects and Encumbrances

- a. Building and zoning laws, ordinances, and state and federal regulations;
- b. The provisions of Articles of Incorporation and the Bylaws of the Meadow Cottages Condominium Association, Inc.
- c. The Floor Plans of the Condominium;
- d. Existing streets and alleys, utility easements and other easements of record, if any; restrictions of record, if any;
- e. The provisions of North Carolina General Statutes, Section 47C, as amended;
- f. The Meadow Cottages Declaration of Condominium, as amended.

EXHIBIT "E"

To Declaration

Additional Real Estate

The real estate described in Exhibit "A-1" excluding the Property described in Section 1.17, together with all buildings and improvements now or hereafter constructed or located thereon, and any and all rights, privileges, easements, and appurtenances belonging to or in any way pertaining to said real estate.