

II. *Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to all Property in Meadowmont.*



NORTH CAROLINA

DURHAM/ORANGE COUNTY

BOOK 1919 PAGE 87

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**DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
APPLICABLE TO ALL PROPERTY IN MEADOWMONT**

WHEREAS, MEADOWMONT DEVELOPMENT COMPANY, a North Carolina Joint Venture (the "Company"), is the owner of certain lands located within a community known as "Meadowmont" in Orange and Durham Counties, North Carolina.

WHEREAS, the Company wishes to declare certain restrictive covenants affecting certain lands in Meadowmont.

NOW, THEREFORE, the Company does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the lands described in Exhibit "A" attached hereto (the "Properties"), and such additions thereto as may hereinafter be made pursuant to paragraph (8) of Part V hereof. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands to be conveyed in the future within the Properties, or to limit therein the application of this Declaration.

DEFINITIONS

"Meadowmont" when used herein shall refer to the lands in Orange and Durham Counties, North Carolina, which are shown as a part of Meadowmont on the Company's Master Plan as revised from time to time.

Whenever used herein, the term "Company" or "the Company" shall refer to Meadowmont Development Company, a North Carolina Joint Venture, its successors and assigns, and any agent or agents appointed by Meadowmont Development Company, its successors and assigns, to act on its behalf for the purpose of administering or enforcing, in whole or in part, the rights reserved unto the Company in this Declaration.

Whenever used herein, the term "Association" shall refer to Meadowmont Community Association, Inc., a North Carolina nonprofit, nonstock corporation, its successors and assigns, and any other community or owners association within Meadowmont organized by the Company or by others with the consent of the Company.

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The terms "Property" and "Properties" when used herein shall refer to any tract of land or subdivision thereof in Meadowmont which has been subjected to the provisions of this Declaration or any Supplemental Declaration as may be referenced in deeds issued by the Company or any third party with the consent of the Company, including, without limitation, all that tract or parcel of land, situate, lying and being in Orange and Durham Counties, North Carolina, which is more particularly described in Exhibit "A" attached hereto and by specific reference made a part hereof.

The terms "Property owner," "owner of Property" and "owner" when used in this Declaration shall mean and refer to all owners of an interest in real property in Meadowmont which has been subjected to the provisions of this Declaration, including, but not limited to, owners of property or tracts of land and owners of condominium units, whether such property, tracts or units are used or intended to be used for residential, commercial or recreational purposes.

The term "Master Plan" when used in this Declaration shall mean and refer to the drawing which represents the conceptual plan for the future development of Meadowmont and as approved by the Town of Chapel Hill for the planned unit development of Meadowmont. Since the concepts of the future development of Meadowmont are subject to continuing revision and change by the Company, present and future references to the "Master Plan" shall be references to the latest revision thereof. The Master Plan is on file at the office of the Company in the Meadowmont Development.

The term "Open Space" when used in this Declaration shall mean and refer to all those parcels and tracts of land within the Properties designated on the Master Plan or on recorded plats as "Open Space" (hereinafter sometimes referred to as "Open Space Areas").

The term "Private Open Space" when used in this Declaration shall mean and refer to all those parcels and tracts of land within the Properties designated on the Master Plan or on recorded plats as "Private Open Space" (hereinafter sometimes referred to as "Private Open Space Areas").

The covenants and restrictions below will be referred to as the General Property Covenants of Meadowmont, and will be recorded in the office of the Register of Deeds of Orange and Durham Counties, Hillsborough and Durham, North Carolina, and may be incorporated by reference in deeds to real property issued by the Company by reference to the book and page of recording in the land records of said office of the Register of Deeds.

PART I

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL PROPERTIES IN MEADOWMONT

The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same has been the creation of a community which is aesthetically pleasing and

functionally convenient. The establishment of certain objective standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of Property and of technological advances and environmental values. In order to implement the purposes of these covenants, the Company shall establish and amend from time to time objective standards and guidelines, including, but not limited to, Architectural Standards and Construction Specifications, Uniform Sign Regulations, Uniform Mailbox Regulations, Landscape Guidelines, Environmental Rules and Regulations, and Energy Efficiency Program Regulations as defined hereinafter, which shall be in addition to and more restrictive than these covenants and which shall be binding on all Property Owners within Meadowmont. Such guidelines shall be available at the office of the Company in the Meadowmont Development.

1. No building, fence, or other structure shall be erected, placed or altered nor shall a building permit for such improvement be applied for on any Property in Meadowmont until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), the land management plan described in paragraph 1 of Part II and construction schedule shall have been approved in writing by the Company. In addition, the Company may, at its election, require prior written approval of a landscape plan. The Company further reserves the right to promulgate and amend from time to time architectural standards and construction specifications (hereinafter referred to as the "Architectural Standards and Construction Specifications") for specific neighborhoods and areas or for all Properties within Meadowmont, and such Architectural Standards and Construction Specifications shall establish, define and expressly limit those standards and specifications which will be approved in said neighborhoods and areas or within the Properties, including, but not limited to, architectural style, exterior color or finish, landscape design and construction technique. Refusal or approval of plans, location, exterior color or finish or specifications may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alteration in the exterior appearance of any building or structure, including exterior color or finish, shall be made without like prior written approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by the Company of written demand for approval, the provisions of this paragraph shall be thereby waived. The Company may charge a reasonable fee to defray its expense for this review process.

2. In order to assure that buildings and other structures will be located and staggered so that the maximum view, privacy, sunlight and breeze will be available to each building or structure within the confines of each Property, and to assure that structures will be located with regard to the topography of each Property, taking into consideration the location of large trees and other aesthetic and environmental considerations, the Company reserves the right to control absolutely and solely to decide (subject to the provisions of the Chapel Hill City Zoning and Subdivision Regulations, any applicable city ordinances) the precise site and location of any building or structure on any Property in Meadowmont for reasons which may, in the sole and

uncontrolled discretion and judgment of the Company, seem sufficient. Such location shall be determined only after reasonable opportunity is afforded the Property Owner to recommend a specific site. The provisions of this paragraph shall in no way be construed as a guarantee that the view privacy, sunlight or breeze available to a building or structure on a given Property shall not be affected by the location of a building or structure on an adjacent Property. The Company may charge a reasonable fee to defray its expense for this review process.

3. Each Property Owner shall provide space for the parking of automobiles off of public streets prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Company.

4. Except as may be required by legal proceedings, no sign shall be erected or maintained on any Property by anyone including, but not limited to, a Property owner, a tenant, a realtor, a contractor or a subcontractor, until the proposed sign size, color, content, number of signs and location of sign(s) shall have been approved in writing by the Company. Refusal or approval of size, color, content, number or signs or location of sign(s) may be based by the Company upon any ground including purely aesthetic considerations which, in the sole and uncontrolled discretion of the Company, seems sufficient. The Company further reserves the right to promulgate and amend from time to time uniform sign regulations (the "Uniform Sign Regulations") which shall establish standard design criteria for all signs, including, but not limited to, real estate sales signs erected upon any Property in Meadowmont. The Company may charge a reasonable fee to defray its expense for this review process.

The Company and its agent shall have the right and easement, whenever there shall have been placed or constructed on any Property in Meadowmont any sign which is in violation of these restrictions, to enter immediately upon such Property where such violation exists and summarily remove the same at the expense of the Property Owner.

5. It shall be the responsibility of each Property Owner, tenant, contractor or subcontractor to prevent the development of any unclean, unsightly, unkempt, unhealthy or unsafe conditions of buildings or grounds on any Property which shall tend to substantially decrease the beauty or safety of Meadowmont, the neighborhood as a whole or the specific area. The Company and its agents shall have the right to enter upon any Property for the purpose of correcting such conditions, including, but not limited to, the removal of trash which has collected on the Property, and the cost of such corrective action shall be paid by the Property Owner. Such entry shall not be made until thirty (30) days after the Owner of the Property has been notified in writing of the need to take corrective action and unless such Owner fails to perform the corrective action within said thirty (30) days period; provided, however, that should such condition pose a health or safety hazard, such entry shall not be made until the Owner has been notified in writing of the need to take immediate corrective action and unless such owner fails to perform the corrective action immediately. The provisions of this paragraph shall not create any obligation on the part of the Company to take any such corrective action.

