

STATE OF NORTH CAROLINA

NEIGHBORHOOD DESIGNATION:

WAKE COUNTY

THE MEADOWS (PHASE 1B)

THIS DESIGNATION ("Neighborhood Designation") is made this 9th day of May 2023, by Smith-Edwards, LLC, a North Carolina limited liability company ("SE"), Fred Smith Company, a North Carolina corporation ("Declarant"), Hollybrook Association, Inc., a North Carolina non-profit corporation ("Association"), and NVR, Inc., a Virginia corporation ("NVR").

WITNESSETH:

WHEREAS, on May 18, 2022, SE and Declarant recorded a Declaration of Covenants, Conditions, and Restrictions ("Declaration") for Hollybrook in Book 19030, page 23, Wake County Registry for land known as Hollybrook Subdivision Phase 1A ("Phase 1A"), as further described in Exhibit A of the Declaration as being all of the property shown on the plats and maps entitled "Hollybrook Subdivision Phase 1A" as drawn by Jonathan R. Callahan, PLS of John A. Edwards & Company dated February 8, 2022, such plats being recorded in Book of Maps 2022, pages 847 to 862, Wake County Registry; and

WHEREAS, SE and the Declarant previously amended the Declaration by that certain First Supplemental Declaration on October 26, 2022 ("First Supplemental Declaration") in Book 19181, page 2779, Wake County Registry, which added Hollybrook Subdivision Phase 1B ("Phase 1B"), as shown on a plat and survey entitled "Hollybrook Subdivision Phase 1B," as drawn by Jonathan R. Callahan, PLS of John A. Edwards & Company dated June 28, 2022, as such plat is recorded in Book of Maps 2022, pages 1475 to 1481, as corrected in Book of Maps 2022, pages 1923 to 1929, Wake County Registry (Phase 1B, sometimes referred to as "The Meadows"); and

WHEREAS, SE and/or Declarant have sold certain of the Units in Phase 1B, The Meadows, to NVR, who joins into this Neighborhood Designation to consent to the Neighborhood Declaration; and

WHEREAS, the Declaration defines a "Neighborhood" as: "A group of Units designated as a separate Neighborhood for purposes of sharing Exclusive Common Areas and/or receiving other benefits or services from the Association which are not provided to all Units. A Neighborhood may be comprised of more than one housing type and may include noncontiguous parcels of property. If the Association provides benefits or services to less than all Units within a particular Neighborhood, then the benefited Units shall constitute a sub-Neighborhood for purposes of determining and levying Neighborhood Assessments for such benefits or services"; and

WHEREAS, pursuant to Declaration Article 6, generally, and Section 6.4, specifically, Declarant has the power to designate Neighborhoods within the Hollybrook community.

NOW THEREFORE, pursuant to the powers retained by the Declarant under the Declaration, SE and Declarant declare as follows:

1. *Designation of Phase 1B, The Meadows, as a Neighborhood.* Phase 1B, known as The Meadows, shall be a Neighborhood as that term is defined in the Declaration. Further, The Meadows shall be designated as a yard maintenance neighborhood, which shall subject the

Phase 1B Unit owners and properties additional services and additional Neighborhood Assessments as provided herein.

2. *Maintenance Obligations for The Meadows.* Pursuant to Section 5.2 of the Declaration, the Association agrees to perform such yard maintenance services as set forth on Exhibit A, such exhibit being attached hereto and incorporated herein by reference.
3. *The Meadows Neighborhood Assessment.* Pursuant to Section 5.2 of the Declaration, a Neighborhood Assessment for all Units in Phase 1B shall be charged by the Association for the Neighborhood Expenses incurred for the yard maintenance obligations the Association shall perform, as more fully set forth on Exhibit A, such exhibit being attached hereto and incorporated herein by reference.
4. *Association.* Pursuant to Sections 5.1 and 5.2 of the Declaration, the Association may assume or be assigned additional maintenance responsibilities. The Association joins into this Neighborhood Designation for purposes of providing to The Meadows the yard maintenance services herein designated.
5. *Reservation of Rights.* Declarant reserves the right to identify, create and/or further designate such other and further Neighborhoods or Neighborhood Associations within Hollybrook as may be necessary or desirable.

Capitalized terms used herein that are not otherwise defined shall have the meanings assigned in the Declaration or First Supplemental Declaration.

[SIGNATURES ON FOLLOWING PAGE]

Smith-Edwards, LLC,
a North Carolina limited liability company

By: [Signature] (Seal)
Fred J. Smith, Jr., Manager

STATE OF NORTH CAROLINA
COUNTY OF Johnston
North Carolina

I, Susan V Jones, a Notary Public of the County and State aforesaid, certify that Fred J. Smith, Jr., as Manager of Smith-Edwards, LLC, a North Carolina limited liability company, being a person known to me or whose identity was proven by satisfactory evidence, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Date: 5/9, 2023

[Signature]
Official Signature of notary

(Official Seal)

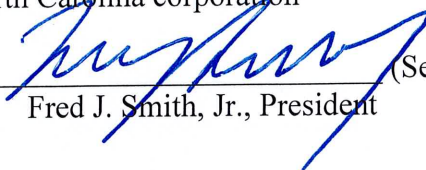


Susan V Jones
Notary's printed or typed name,
Notary Public

My Commission Expires: 03/29/25

Signature Page

Fred Smith Company,
a North Carolina corporation

By:  (Seal)
Fred J. Smith, Jr., President

STATE OF NORTH CAROLINA
COUNTY OF Johnston

I, Susan V Jones, a Notary Public of the County and State aforesaid, certify that Fred J. Smith, Jr., as President of Fred Smith Company, a North Carolina corporation, being a person known to me or whose identity was proven by satisfactory evidence, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Date: 5/10, 2023


Official Signature of notary

(Official Seal)



Susan V Jones
Notary's printed or typed name,
Notary Public

My Commission Expires: 03/29/25

Signature Page

Hollybrook Association, Inc.,
a North Carolina non-profit corporation

By: [Signature] (Seal)
Print Name: David Vartanesian
Print Title: President

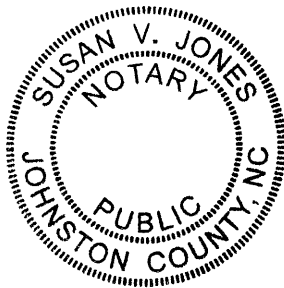
STATE OF NORTH CAROLINA
COUNTY OF Johnston

I, Susan V Jones, a Notary Public of the County and State aforesaid, certify that
David Vartanesian (print name), as President (print title) of Hollybrook
Association, Inc., a North Carolina non-profit corporation, being a person known to me or whose
identity was proven by satisfactory evidence, personally appeared before me this day and acknowledged
the execution of the foregoing instrument.

Date: 5/9, 2023

[Signature]
Official Signature of notary

(Official Seal)



Susan V Jones
Notary's printed or typed name,
Notary Public

My Commission Expires: 03/29/25

Signature Page

NVR, Inc.,
a Virginia corporation

By: [Signature] (Seal)
Print Name: Joe Schmidtke
Print Title: VP

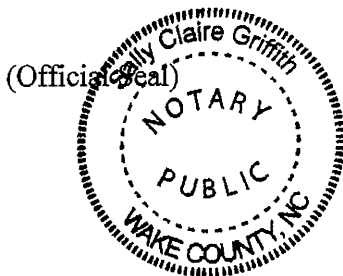
STATE OF North Carolina

COUNTY OF Wake

I, Sally Claire Griffith, a Notary Public of the County and State aforesaid, certify that
Joe Schmidtke (print name), as VP (print title) of NVR, Inc., a Virginia
corporation, being a person known to me or whose identity was proven by satisfactory evidence,
personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Date: May 9th, 2023

Sally Claire Griffith
Official Signature of notary



Sally Claire Griffith
Notary's printed or typed name,
Notary Public

My Commission Expires: 11/7/2026

Signature Page

EXHIBIT A
YARD MAINTENANCE RESPONSIBILITIES AND NEIGHBORHOOD ASSESSMENTS FOR
THE MEADOWS (Phase 1B, Hollybrook)

The yard maintenance responsibilities and Neighborhood Assessments for The Meadows, Phase 1B, Hollybrook, shall include:

- a. The Neighborhood Assessment for The Meadows for such additional services associated with the yard maintenance arrangement for 2023 is \$42.00/Unit/Month in addition to the Base Assessment. The additional assessment for the additional services shall apply to all Units within Phase 1B and any future phases designated by the Declarant for inclusion in The Meadows Neighborhood. The amount of the Neighborhood Assessment and the scope for the additional services associated therewith may change from time to time, provided changes in the amount of the Neighborhood Assessment shall be made pursuant to the requirements set forth in Article VIII of the Declaration.
- b. The yard maintenance services to be performed by the Association in The Meadows shall include:
 - i. Up to thirty (30) times each year, mow the turf areas in The Meadows on a regular schedule dependent upon weather conditions; however, in no event shall anyone other than the Unit homeowner be responsible for watering any part of the properties in Phase 1B;
 - ii. Up to thirty (30) times each year, and consistent with the mowing obligations above, trim the grass in the turf areas where natural and man-made obstacles exist within The Meadows;
 - iii. Up to thirty (30) times each year, and consistent with the mowing obligations above, blow or sweep cut grass from the sidewalks, curbs and paved areas after each mowing within The Meadows;
 - iv. Every two (2) weeks during the growing season, edge all accessible sidewalks and curbs within The Meadows with appropriate edging equipment;
 - v. Remove trash and debris from the turf areas of The Meadows approximately on a weekly basis;
 - vi. At least semi-annually, fertilize the turf areas within The Meadows;
 - vii. On an annual basis during the months between February 1st and May 31st, treat all turf areas of the Meadows with products that limit the growth of broadleaf weeds and crab grass within The Meadows;
 - viii. On a reasonable basis, apply chemicals to the ornamental plant beds in The Meadows for the purpose of attempting to remove weed growth;
 - ix. Twice each year, prune and/or shear on a reasonable basis all ornamental trees, shrubs and ground covers within The Meadows, provided, however, in no event shall the Association be required to prune or shear ornamental trees, shrubs or ground cover above a height of six (6) feet;
 - x. Annually, fertilize with a slow-release formula all trees and shrubs within The Meadows; and
 - xi. Annually between November 15th and March 15th, spread pine straw or mulch (at and the discretion of the Association) up to a total depth in all ornamental plant beds within The Meadows.