

Read It Before You Vote

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A line-by-line comparison of the Board's proposed 2026 Master Declaration against the Declaration actually recorded in 2013 and its five recorded amendments, and what each change means for you.

The short version. The Board's letter says the redline was provided "to highlight the proposed changes." It does not show all of them. I found **49 substantive changes that carry no redline markup at all**. Read without the recorded 2013 text beside it, each one looks like language owners already live under. The likeliest explanation is that the redline was measured against an earlier working draft instead of the recorded text. Whatever the cause, owners cannot see these changes from the markup. By my reading, fourteen of them work against owners. Paired with the revised Bylaws, which are not on the ballot, the Board could borrow up to \$1,000,000 against our amenities without a member vote, and could suspend the vote of an owner it finds in violation of any Board policy. (The Bylaws in force already let the Board suspend the vote of an owner who is behind on dues or fees.)

Your money: the Association's own 2025 audit carries **\$1,858,960** owed back to owners for the 2012 amenity assessment, payable when each owner sells, and says the Association "will repay" it. The proposal deletes, without showing it, the section of the recorded Declaration that promises that refund. That is money owed to you, and the written promise to pay it would be gone.

The time: about 42 months since the Board's minutes first record a need for updates (April 2023), including about 29 months of committee, Board and legal review. Owners get 22 days. In 2025 the Board's minutes planned a four-to-six-week owner comment period before any vote. It has not happened.

Your records: since September 25, 2026, seeing one document that is not online costs at least **\$200**, paid in advance, with a stated purpose. Nothing in the proposed Declaration or Bylaws caps that fee. The proposal also opts out of N.C.G.S. 47F-3-118, the state records section that, by statute, applies to communities like ours unless the declaration expressly says otherwise; it is what gives owners a free annual financial statement and lets a majority of owners voting at a meeting require a review or audit. The \$200 charge itself is a Board policy already in effect, not part of this vote. Put together: you would pay more to check the Board's work, and have fewer rights to see it.

My ask: delay the vote until owners have an accurate redline against the recorded Declaration, a clean final text, and written answers to the questions already submitted.

Remember: passage needs 67% of *all* lots. **Not voting counts the same as voting no.**

Why I did this

I am one owner, working on my own time. I am not a lawyer or an accountant, and nothing here is legal advice. I read the Association's own records and explain, in plain language, what they show.

Where something is a fact, I cite it. Where it is my opinion, I label it. Nothing here is a personal accusation against any volunteer; it is an analysis of documents and decisions.

This report starts with the redline, but it does not stop there. A redline shows which words changed. It does not tell you what those changes mean for your money, your vote or your home. That is the part I have tried to answer, item by item, in the boxes headed "What it means for you."

I have asked the Board one simple question more than once: if I put a \$100 bill on this table, can you tell me where every dollar goes? If an organization cannot answer that, it is not transparent. This report is my attempt to answer it for the document we are being asked to approve: every change, where it came from, and what it costs us or asks us to give up.

I would rather be corrected than be right in public. If a number or a quote here is wrong, tell me and I will fix it and say so plainly. Facts tend to end arguments that opinions keep going. Read it, check it against the sources, and judge it for yourself. That is the entire point.

1. What this means for you

A governing document is easy to skim and hard to feel. Here is the proposal in plain terms: what it could cost you, and what you would give up.

How it could cost you more

- **Debt against Association property.** Under the revised Bylaws, the Board may borrow up to \$1,000,000 and pledge "any or all" Association property, which under the draft includes the golf course and marina, without a member vote. Above that, a majority of the members who attend the Board meeting where it comes up (in person or by proxy) can approve more, with no ceiling.
- **More of what you owe can become a lien on your home.** "Dues" are added to the promise you make to pay and to the lien sentence. APPI social dues (\$267.68 a month in the 2026 Fee Schedule) "are mandatory for all Improved Lots regardless of vacancy."
- **Faster.** An unpaid assessment can become a lien after 30 days instead of 90, the earliest point state law allows.
- **The club's costs can become your assessment.** APPI's spending is written into Common Expenses, and the annual assessment may now pay to maintain, operate and repair the Amenities and the taxes on them.

- **Fewer limits on special assessments.** The word "reasonable" comes out of the Board's assessment and reserve powers.
- **Lot owners lose the 80% rate** on assessments to buy amenities. (The 80% rate on annual assessments for unimproved lots stays.)
- **Big purchases get easier to approve.** Buying future amenities takes a majority of those present, not of all eligible members.
- **Your \$2,760 buy-in refund.** \$1,858,960 owed back to current owners on resale, per the Association's 2025 audit, loses its written promise. The Association refunded about \$135,000 a year from 2023 to 2025.
- **Rentals.** Leases under six months are banned, except to another APPOA member. Today the Board's 2020 rental policy says an owner "may rent their property to a tenant" and sets no minimum term; only tenants with a lease of at least six months may use the amenities.

Rights you would give up

- **Records rights.** The proposal opts out of N.C.G.S. 47F-3-118, which gives owners a free annual financial statement and lets a majority of owners voting at a meeting require a review or audit. Separately, a Board policy already in effect charges at least \$200 to pull one document not on the website, paid in advance after a cost estimate, with a stated purpose.
- **Your vote.** Who may vote moves into bylaws the Board can change without you. The Bylaws in force already let the Board suspend the vote of an owner who is behind on dues or fees; the revised Bylaws add any violation of the Declaration, the Bylaws, or a Board policy.
- **A "good standing" test,** taken nearly word for word from the Bylaws in force, is written into the Declaration, along with a sentence that "Any questions of ownership or Membership shall be determined by the Board of Directors."
- **Organizing.** Political and Board-election flyers in mail slots and newspaper boxes are banned by name, "political activism" is added to the solicitation rules, and "grass roots efforts to organize" are excluded from the newspaper-box exception. (The 2013 text already banned leaving handbills "of any kind" in doors and mail slots.)
- **State law protections.** The new Article One may switch off parts of the Planned Community Act that, by statute, apply to communities like ours, including the hearing before a fine and the \$100 cap on fines (N.C.G.S. 47F-3-107.1). The Board's Compliance Procedures (GEN 2.1) provide both today, but the Board can rewrite them.
- **Your say over future changes.** The draft strikes owners' own right to amend the Declaration by majority vote (this change is marked) and keeps the Board's power to amend without a member vote, limited to changes that do not "materially alter the basic plan of development".
- **Use of your lot:** name signs and which dogs you can own.

What the proposal adds for owners, including a bar on foreclosure until an assessment is 90 days past due and a 75% vote to sell any amenity, is in Section 8.

Records: what they cost now, and what protects you after the vote

This is where the Board's records policy and the proposal meet. To check any decision in this report, an owner needs the Association's records.

	Today	If this package passes
Cost of one page not on the website	At least \$200.25: a \$200 staff-time minimum, plus \$0.25 a copy, paid in advance (Board policy GEN 1.1, Document Request Policy, effective September 25, 2026)	Whatever the Board's policy says. Neither the proposed Declaration nor the revised Bylaws sets a dollar limit. The Bylaws point to a "Schedule of Assessments & Fees" that could not be found on the Association's portal (search of October 18, 2026).
Who sets the fee	The Board, by policy	The Board, by policy. The 2026 Fee Schedule says fees "may change at any time without notice."
Your right to examine financial records and minutes	N.C.G.S. 47F-3-118 is one of the sections N.C.G.S. 47F-1-102(c) applies to pre-1999 communities like ours unless the declaration expressly provides to the contrary. (The Board's attorney has advised that most of 47F does not apply to APPOA; whether N.C.G.S. 47F-3-118 is among the sections that do is a question owners should ask.)	The proposed Article One says the Planned Community Act "shall not apply to APPOA except as expressly incorporated herein by reference". N.C.G.S. 47F-3-118 is not incorporated.
What N.C.G.S. 47F-3-118 adds on its own	A free annual income and expense statement and balance sheet ("at no charge", within 75 days of year end); the right of a majority of owners present and voting to require a review or audit; and all financial and other records, including Board and association meeting records, made "reasonably available for examination" by owners "as required in the bylaws and Chapter 55A of the General Statutes"	The free statement within 75 days and the owner-called audit are gone unless the Board chooses to provide them. (The Bylaws, now and as revised, require an independent annual audit, but the Board can change the Bylaws.) A member could still demand the latest annual financial statements in writing under the Nonprofit Corporation Act (N.C.G.S. 55A-16-20), with no deadline stated. Inspecting Board minutes and accounting records is governed by the same Act (N.C.G.S. 55A-16-02), which lets the Association require that a demand be made "in good faith and for a proper purpose". Because N.C.G.S. 47F-3-118 itself points to Chapter 55A, that may already be the rule today (a question for counsel).

	Today	If this package passes
What still limits the fee	The Nonprofit Corporation Act (N.C.G.S. 55A-16-03(c))	The same Act, and only that. It caps charges at "the estimated cost of production or reproduction" of the records. Enforcing it means going to court. If the court orders the Association to allow inspection, it must also order the Association to pay the member's cost, including reasonable attorneys' fees, unless the Association proves it refused in good faith because it had a reasonable basis for doubting the member's right to inspect (N.C.G.S. 55A-16-04(c)).

WHAT IT MEANS FOR YOU

Example: you want to see the loan documents behind the \$1,000,000 note. Today you state your purpose, receive a cost estimate, and pay at least \$200 up front; most requests are answered within ten business days. Minutes already posted on the website cost nothing; anything not posted is charged. The governing documents put no ceiling on the charge, and the Board can change the policy on its own (it edited this one four days after it took effect).

Opinion: together with the \$200 records policy already in effect, the package makes it easier for the Association to act, through borrowing, faster liens and Board-set voting rules, and harder for owners to check what it did. Owners carry the risk either way; they should keep the means to check it.

Full detail, including the Board's side and what state law allows, is in Section 5 under "Which parts of state law the draft keeps."

How HOA liens and foreclosure work in North Carolina

Many owners do not know this: **the Association already has the power to foreclose on a home for unpaid assessments, and it does not need to file a lawsuit.** The recorded 2013 Declaration (Article Five, Section 9, Book 410 Page 770) allows foreclosure "under power of sale under Article 2A of Chapter 45." State law, N.C.G.S. 47F-3-116 and Article 2A of Chapter 45, lays out how that works:

- 1 A bill goes unpaid for at least 30 days. After at least 15 days' notice by first-class mail, the Association files a claim of lien with the Clerk of Superior Court.
- 2 Interest (up to 18% a year, under N.C.G.S. 47F-3-115), late charges and collection costs are added. Before attorneys' fees can be charged, you must get written notice and 15 days to pay the balance without them. Attorneys' fees and the trustee's commission together are capped at \$1,200, not counting costs, only if you do not contest; dispute the bill and the cap is gone.

- 3 Once the assessment has been unpaid for 90 days or more, the Board may vote to foreclose on that specific lot and appoints a trustee, who can be the Association's own lawyer if you do not contest the debt. After the lien is filed and before the foreclosure starts, the Association must give you notice of its intention to foreclose (N.C.G.S. 47F-3-116(f)(5)).
- 4 There is no lawsuit and no trial. The hearing is before the Clerk of Superior Court, not a judge, though the Clerk's order can be appealed to a judge within 10 days (N.C.G.S. 45-21.16(d1)). The Clerk checks only for a valid debt, a default, and notice to those entitled to it (N.C.G.S. 47F-3-116(f)(7)).
- 5 The home is sold at public auction. Paying the debt and all costs, including attorneys' fees and the trustee's commission, before the 10-day upset bid period ends stops the sale (N.C.G.S. 47F-3-116(f)(8)). The only other route is to ask a superior court judge to stop the sale on legal or equitable grounds, which requires a bond (N.C.G.S. 45-21.34).

State law sets no minimum amount. In a Pitt County case reported in 2022, an association foreclosed on a paid-off home valued at \$413,000 over \$1,491 in unpaid dues; it sold for just over \$221,000. The owner said she did not know about the liens or the foreclosure until it was too late; her lawsuit to undo the sale was pending when the story ran (ABC11, November 17, 2022). A 2023 bill, House Bill 542, as it passed the House 117 to 0 on May 3, 2023, would have barred a lien until the delinquent assessment reached \$2,500 or one year of assessments, whichever is less. The Senate passed a different version on September 12, 2023 that dropped that minimum and would instead have lengthened the wait before a nonjudicial foreclosure from 90 to 180 days. The House did not agree to the Senate version, the bill went to a conference committee, and it was never enacted. The statute today still sets no minimum.

WHAT THE PROPOSAL CHANGES

Faster: lien at 30 days instead of 90 (marked in the redline). **Broader:** "dues" added to what can be liened (not marked). **One improvement:** foreclosure cannot start until an assessment is at least 90 days past due (marked).

Example: you winter away and miss a payment. Under the proposal, an assessment unpaid for 30 days can become a lien once the Association has mailed you 15 days' notice; the recorded Declaration says 90 days today. Because the covenant now names "dues", the lien language would reach dues as well as assessments. In fairness, 30 days is the earliest point state law allows, and the proposal adds a bar on foreclosure until an assessment is 90 days past due. The proposal never defines "dues," while its Amenities definition says the amenities run "on a fee or dues basis."

2. How this review was done

Facts in this report are quoted and cited so anyone can check them. Where I give an opinion, I label it. My criticism is aimed at the document and the process, not at any volunteer.

- **Baseline:** the Amended and Restated Master Declaration recorded February 13, 2013, Perquimans County Book 410, Page 747 (42 pages), plus the four amendments recorded since: Book 419 Page 808 (2013), Book 422 Page 236 (2013), Book 443 Page 113 (2015), and Book 443 Page 420 (2015). A fifth, recorded in 2021 (Book 515 Page 602), was found later; it changes only the tree rule (Section 12).
- **Proposal:** the Board's redline, *Master Declaration_Revised 2026.pdf* (48 pages), and the revised APPOA and APPI Bylaws. The revised APPOA Bylaws were also compared with the Bylaws now in force (recorded Book 410 Page 798; amended in 2021, Book 525 Page 655, and in 2024, Book 567 Page 159).
- **Method:** The 2013 recorded copy is a scan, so it was converted to text by OCR, and every passage quoted here was checked against the page images. The markup on all 48 pages of the redline was read from the PDF itself: colored underline is an insertion, colored strike-through is a deletion, black text is unmarked. (One passage on page 19 is red without an underline; it is existing recorded text from a 2013 amendment.) The two texts were then compared word by word, producing 515 points of difference, and every one was sorted. (In Section 3, a deletion and the insertion that replaces it count as one marked change, and marks on blank space are not counted.) For this version, each factual statement in the report was checked against a source document, page and quote. The full claim ledger, including the few statements that could not be checked, is at apnc47f.com.
- **Law:** N.C.G.S. Chapter 47F (Planned Community Act), Chapter 55A (Nonprofit Corporation Act), and related statutes.
- **Cross-check:** An owner who reviewed the redline independently shared their notes. Their findings matched mine on the major items they covered and added several that are included below with my own page checks. They asked not to be named.

3. By the numbers

48

pages in the proposed
Declaration

621

changes the redline
does mark

515

places where the
redline's "original" text
differs from the
recorded text

49

substantive changes
with no markup

14

of those 49 work
against owners, by my
reading

20

pages of bylaws
owners do not vote on
(14 APPOA, 6 APPI)

Of the 515 differences: 300 are naming and wording swaps (for example "the Association" became "APPOA"), 74 are scan noise or renumbering, 23 show the redline started from an already edited draft (its "original" text includes a June 2026 date, a different developer name, and drafters' notes), 12 are drafting errors or are explained by the markup, 2 show recorded amendment text as if it were new, 1 matches a 2021 recorded amendment (the tree rule, Book 515 Page 602), and **103 are substantive changes that the redline does not show**. Those 103, plus one whole section deleted without markup (the rule that vacant lots be kept maintained), group into 49 topics.

Owners were given six days, October 15 to October 21, to submit questions on about 26,000 words of governing documents.

4. What the redline does not show

Each item below is in the proposed Declaration with no underline and no strike-through. The first two also draw on the revised Bylaws, which are not on the ballot. The 2013 citation is the recorded Book 410 page. "Impact" is my opinion of the effect on owners. Sixteen of the 49 were found in a second, line-by-line check; they are marked "new" in the full list.

The ones that matter most

Opinion: the borrowing power and the voting changes are the most consequential parts of this package. They decide who can commit our money and who gets a say.

Debt against our property, without a member vote (revised APPOA Bylaws, Article 2, Section 2(m); proposed Declaration, Article Four, Section 3, page 14; 2013 Article Three, Section 3(a), Page 758). Two changes work together:

- 1 The Declaration's borrowing clause is deleted, with no markup.** The 2013 text let the Association borrow "for the purpose of maintenance, repair and improvement of the Common Areas" and mortgage them "in aid thereof", all "in accordance with the Master Declaration, its Articles and Bylaws". That clause is simply gone.
- 2 The revised Bylaws set the new rule.** The Board may "borrow money, contract debts, and issue bonds, notes and debentures ... or hypothecate any or all of its real or personal property as security" up to **\$1,000,000 in total "without approval of the Members"**. Above \$1,000,000, the amount over the limit needs approval only by "a majority of the Members present in person or by proxy *at the meeting of the Board of Directors* at which the matter is considered".
- 3 The Bylaws in force have no borrowing clause at all.** The recorded Bylaws (Book 410 Page 798, amended in 2021 to add committees and in December 2024 to change meeting notice, the list of officers, and how Directors are removed and replaced, Book 567 Page 159) say nothing about borrowing. In the Bylaws redline the whole borrowing power appears as unmarked text, as if it were already there; only the \$1,000,000 cap is underlined.

This is not theoretical. The Association's 2025 audit (Note 21) reports that "In April 2026, the Organization entered into a note payable for \$1,000,000." It runs seven years at 6.40%, with 18 months of interest-only payments and a final balloon payment of \$846,121 due April 16, 2033, and it "is secured by certain real property, all inventory, receivables, and equipment, as defined in the promissory note." The deed of trust is a public record (Book 587 Page 627, recorded April 16, 2026). It pledges the golf course, driving range, pro shop, clubhouse and "Miscellaneous Facilities in Phase 1" (which may include the maintenance area the Board voted to pledge), and the swimming pool and pool house. It secures up to \$1,000,000 of principal "at any one time", including new advances the bank may make over the next thirty years and any other debt the Association owes the bank, "whether related or unrelated to the purpose of the Note".

The Board's own minutes show the votes behind the pledge. The March 26, 2026 minutes record, on the consent agenda (repeated word for word in the April 23 minutes): "Vote was taken with all 7 BoD members voting to include maintenance area along with golf course and clubhouse as collateral for the loan," a vote "taken by email." Earlier, the February 26, 2026 minutes record that pledging the clubhouse and golf course "was approved during the 12 February BoD work session and vote of 6 for and 1 against." The same minutes give the loan's purpose: "the Dockside renovation, the Clubhouse renovation and refresh and the construction of office spaces for the Comptroller and Accounting". The minutes record Board votes. They do not record a member vote. The Board did

show owners the loan's terms (\$1,000,000, seven years, 6.40% fixed) at the July 21, 2026 quarterly meeting; the slide did not mention collateral. The marina is not one of the real-property parcels pledged in the deed of trust, though the bylaw would allow it.

In August 2026, as the Declaration was being finished, the Finance and Budget Committee took up "the BoD's earlier request to recommend a dollar amount to the Master Declaration above which resident approval is required to move forward on a project," and "unanimously recommended no such restriction be inserted" (FNC minutes, August 25, 2026). That was a committee recommendation; the posted minutes do not show what the Board then decided. In fairness, the idea of a resident-approval threshold came from the Board. The April 2026 note alone equals the bylaw's \$1,000,000 cap. Owners should ask what the new bylaw would let the Board add on top of it.

A question for counsel. APPOA's Articles of Incorporation (1989, recorded Book 130 Pages 635 to 640) let the Association "Borrow money and, subject to the consent by vote or written instrument of two-thirds (2/3) of each class of members, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property". State law lets a nonprofit's board mortgage property without a member vote "Unless the articles of incorporation require it" (N.C.G.S. 55A-12-01(b)), and bylaws must be "not inconsistent with law or the articles of incorporation" (N.C.G.S. 55A-2-06(b)). The Articles themselves let the Board amend the Bylaws only if the result is "not inconsistent with the Articles of Incorporation or the Master Declaration" (Article VII). Whether the revised bylaw, and the 2026 pledge, fit the Articles is a question owners should put to counsel. The NC Secretary of State's record, checked October 19, 2026, lists no amendment to the Articles.

"Hypothecate any or all of its real or personal property" means pledging it as collateral. The proposed Declaration states that "[t]he Amenities are owned by APPOA" (page 13). That includes the golf course, clubhouse, marina, pool, restaurants and Common Areas.

WHAT IT MEANS FOR YOU

Up to \$1,000,000: the revised Bylaws let the Board borrow and pledge Association property, including amenities, without a member vote (see the Articles question above).

Above \$1,000,000: there is no ceiling, no member meeting, and no quorum stated. The vote happens at a Board meeting, and the bylaws require notice of Board meetings only to Directors. Read literally, if twelve members attend that Board meeting and seven vote yes, the bylaw would allow borrowing above \$1,000,000 with no upper limit. Whether a bylaw can do that, when APPOA's Articles of Incorporation require the consent of two-thirds of each class of members to mortgage or pledge property, is a question for counsel.

Who pays (opinion): debt is repaid from the Association's income, which comes mainly from assessments and dues, and if those fall short, from special assessments. If a loan secured by an

amenity goes into default, the lender can take the amenity. The people who repay the debt and stand to lose the amenity should have a vote before it is taken on.

This bylaw is not on your ballot. The Board's letter says bylaws "do not require Member approval," and the Bylaws, now and as revised, can be changed by two-thirds of the Board.

Voting eligibility handed to the bylaws (Article Five, Section 2, pages 22 to 23; 2013 Page 765). The 2013 text lets the bylaws set procedures only for lots owned by a corporation or by more than one person. The proposal reads, unmarked: *"The Bylaws of APPOA shall establish procedures for eligibility and voting."*

WHAT IT MEANS FOR YOU

Part of this is already the rule, and the revision widens it. The Bylaws in force let the Board "Suspend any Member's voting rights ... during any period in which such Member is not in good standing" (Article Six, Section 1(b)), and a 2020 Board policy (GEN 3.2) already bars members who are behind on dues or have a lien from voting. The revised Bylaws add a new ground. Newly inserted in Article 4, Section 5: "APPOA may suspend the membership privileges of a Member, including the right to vote, who is not in good standing because they are not current in all fees and dues, has a lien filed against them by APPOA, or is otherwise in violation of the Declaration, these Bylaws, or APPOA's policies and procedures." Article 7, Section 1(b) gives the Board the same power. In fairness, the same section protects a member who is current on an approved payment plan, as the 2020 policy already does.

Example: you are disputing a \$150 fine, so you may not be "current in all fees and dues". Under the Bylaws in force and a 2020 Board policy (GEN 3.2), that can already cost you your vote. What the revised Bylaws add is suspension for any violation of the Declaration, the Bylaws, or a policy the Board wrote, with no hearing procedure in the Declaration. The bylaws that allow it can be changed again by two-thirds of the Board, as they can today.

"Member in good standing" (Definitions, page 11; 2013 Pages 754 to 755). New, unmarked: *"A Member in good standing is one who is current in all dues and fees, has no liens issued by the APPOA against him or her, and is not suspended from the Amenities for violation of a procedure or policy."* The next sentence is also new to the Declaration and unmarked: *"Any questions of ownership or Membership shall be determined by the Board of Directors."* Both sentences are taken, nearly word for word, from the Bylaws now in force, where they already decide who may vote; what is new is writing them into the Declaration. Combined with the item above and the new "Members eligible to vote" wording, the rules for who may vote move toward documents the Board controls. Opinion: a Board should not be able to decide who gets to vote on the Board.

WHAT IT MEANS FOR YOU

Example: you are suspended from the pool for a month over a guest-pass policy. Under the Bylaws in force you are not "in good standing" during that time, and a 2020 Board policy (GEN 3.2) already lets the Board decide whether you also lose your vote. The proposal writes the same test into the Declaration, and the revised Bylaws let the Board suspend your vote for any policy violation, with or without an amenity suspension.

Minimum six-month lease (Article Four, Section 13, page 17; 2013 Page 760). A new "Rights of Tenants" section: *"A Member, as the Owner of an improved property (single family homes) may rent their property for a period of no less than six (6) months"*. The heading and core sentence are unmarked. In fairness, the Board's minutes of October 23 and December 18, 2025 record that the Association's lawyer "recommended a potential change to Master Declaration" on short-term rentals; the rule is a deliberate change, but the redline does not show it.

WHAT IT MEANS FOR YOU

Example: you want to rent your home for the three winter months, or your family needs to rent an estate home for a few months before it sells. Both are banned unless the tenant is another APPOA member. Opinion: buyers who plan to rent part of the year may look elsewhere, which could affect what a home is worth.

Dues added to the lien covenant (Article Six, Section 1, page 23; 2013 Page 765). 2013: owners agree to pay "(1) Annual Assessments and (2) Special Assessments," and liens may be placed "for nonpayment of assessments." Proposed, unmarked: "annual assessment, dues and special assessments," and liens "for nonpayment when due." In fairness, the Bylaws now in force already say dues and fees "are secured by a continuing lien on the Plantation property of the Member" (Article Eight); the recorded Declaration, which binds title, did not.

WHAT IT MEANS FOR YOU

Every owner makes this promise by accepting a deed. Widening it widens what can be filed as a lien against your house, and in North Carolina a lien can lead to foreclosure without a lawsuit (see "How HOA liens and foreclosure work," above).

APPI spending added to Common Expenses (Definitions, page 10; 2013 Page 754). 2013: expenses "made by the Association in carrying out its duties". Proposed, unmarked: *"all expenses and expenditures made by APPOA and APPI"*. A related unmarked change adds the Amenities to what the annual assessment pays for: "the expenses of maintenance, operation and

repair of the Common Areas and Amenities" and "taxes assessed or levied against the Common Areas and Amenities" (page 24; 2013 Page 766). The 2013 text says the Recreational Amenities "are not subject to assessments".

WHAT IT MEANS FOR YOU

APPI runs the golf course, marina, restaurants and other amenities. Common Expenses are what your annual assessment pays for. If APPI's spending is a Common Expense, the assessment every owner pays, including owners who never use the club, can be budgeted to cover it. (Home owners already pay APPI social dues of \$267.68 a month whether or not they use the club, under the 2026 Fee Schedule; this change would let the assessment itself, which lot owners also pay, cover APPI spending too.)

Your \$2,760 amenity buy-in refund deleted (Article Six, Section 6, page 27; 2013 Page 769). Most owners know this as the one-time special assessment paid in 2012, when Albemarle Plantation owners bought the amenities; owners who bought later paid an equal amount at closing, which went to refund the seller. It is real money, and the Association is refunding it right now.

What the Association's own books show. APPOA's general ledger for January 2023 through April 2026, produced in *Lawrance v. APPOA*, records it as the "Improved Special Assessment" and "Special Assessment Refund":

- **\$2,760** for a home, **\$2,200** for an unimproved lot, and **\$560** when a lot owner builds and moves up to the home rate. (The recorded Declaration sets the lot amount at "eighty percent (80%)" of the home amount; \$2,200 is 79.7% of \$2,760.)
- Until August 2025, when a property sold, the buyer paid in. In 2026 the ledger shows no special assessment charged to buyers; on six resales from February to April 2026, entries labeled "Home Resale" or "Lot Resale" deduct the seller's \$2,760 or \$2,200 refund from the buyer's \$10,000 initiation fee, and the Association deposits the rest.
- The seller gets it back. In 2025 the Association opened a separate account for these refunds, "Special Assessment Refunds". Refund checks paid out, per the ledger:

Year	Refund checks	Amount of refund checks
2023	49	\$124,600
2024	53	\$138,440
2025	57	\$140,560
2026 (January 1 to April 30 only)	10	\$24,240

Year	Refund checks	Amount of refund checks
Total	169	\$427,840

Source: APPOA general ledger, Special Assessments (account 4102) and Special Assessment Refunds (account 8214). Every check is \$2,760, \$2,200 or \$560. 163 of the 169 match a bank-account check to the same payee on the same date for the same amount; for each of the other 6, the bank check to that payee was for a different total (5 larger, and 1 smaller because a bill the owner owed was deducted). The count includes 9 replacement checks (7 reissued after a void, and 2 that replaced lost checks in 2023; the ledger reversed those 2 originals but still lists them, so net of them the total is 167 checks and \$422,320). In addition, from February to April 2026, six refunds totaling \$16,000 were taken out of buyers' initiation fees at closing rather than paid by check.

Where the promise comes from. In February 2012, four months before the Association took title to the golf course, clubhouse, marina and other amenities (Special Warranty Deed, Book 401 Page 197, June 15, 2012), the developer recorded the Fifteenth Amendment (Book 396 Page 754). It was carried into the 2013 Declaration as Article Five, Section 6:

- 1 (c) Unimproved lots pay 80% of what a home pays toward the amenity purchase.
- 2 (d) The Association "shall keep a record of all special assessments which have been paid by each Owner", and an owner "shall be entitled to a refund" when selling, paid "only out of funds received by the Association (or the Recreational Amenities) paid by the purchaser of such property", or directly by the buyer at closing.
- 3 (d) "The Association ... will require each new Owner to pay an amount equal to the Recreational Assessment of the prior owner, in addition to any initiation fees due to the Recreational Amenities."

That is about \$135,000 a year, roughly one refund a week, paid back to owners who are leaving. If the written promise goes away, owners would be relying on the audit's statement that the Association "will repay" them, not on the Declaration.

What is at stake: \$1,858,960, by the Association's own audit. This money is not sitting in a bank account, and no one should think it is. The assessments paid in 2012 went into buying the amenities; owners who bought later paid an equal amount that went to refund the seller.

What owners hold today is a promise: a payment due to you on the day you sell.

The Association's 2025 audited financial statements (Forvis Mazars, LLP, issued July 30, 2026), Note 12, carry it on the books as a debt to owners:

"The total outstanding liability associated with this decision at December 31, 2025 was \$1,858,960."

The same note says the members voted on this assessment to fund the 2012 purchase, and that "It was also voted on and decided that in the process of resales, the assessment would be refunded to the seller and collected from the buyer." It projects paying back 30 to 40 homes and 5 to 10 lots a year; refund checks actually ran 49 to 57 a year from 2023 to 2025.

The money coming in has already stopped. Note 12 continues: "Effective August 8, 2025, the Association ended the practice of charging the initial special assessment of \$2,760 or \$2,200 to new property owners. The Association will repay the \$2,760 or \$2,200 special assessment at the time a property owner sells their property." Owners should ask whether members voted on that change, because the recorded Declaration says the Association "will require each new Owner to pay" it. The Board's own records do not line up on when it was decided. The ledger supports the audit's date: seven unpaid special assessment charges were cancelled in August 2025, and entries made later in August and in September 2025 carry the memo "To move August SA Refunds to new line after 8/8/25 Decision". But the APPI Board minutes of August 28, 2025, three weeks after that effective date, list "Initial Special Assessment of 2012 Resolution" with "Decision Deferred until more information can be developed." No posted minutes record a Board motion, or a member vote, ending the practice.

Where that leaves owners. Buyers no longer pay in, and the Association pays sellers back from its own funds; its audit carries the \$1,858,960 as a liability. (The recorded Article Five, Section 6(d) says refunds are paid "only out of funds received by the Association ... paid by the purchaser"; how that applies now is a question for counsel.) **The proposal deletes the written promise, and the redline does not show it.**

What the proposal does: it deletes all of it, and the redline does not show it struck. The word "refund" does not appear anywhere in the proposed Declaration, the revised APPOA Bylaws or the revised APPI Bylaws.

WHAT IT MEANS FOR YOU

The written promise that you get your \$2,760 (or \$2,200) back when you sell would be gone. So would the rule requiring your buyer to pay it in. Nothing in the proposal would require the Association to refund sellers. Today it does so by its own decision, stated in its audit; in 2026 the ledger took some refunds out of buyers' \$10,000 initiation fees.

Whether a refund you have already earned survives the deletion is a legal question the proposal does not answer. If you had to fight for it, that would be a lawsuit, not a line you could point to at closing.

Opinion: a promise owners paid \$2,760 for should not disappear in a deletion the redline does not show.

Ask the Board before you vote: "Your 2025 audit carries \$1,858,960 owed back to owners. What is the plan for it if this Declaration passes? Owners paid this assessment on the promise in Article Five, Section 6(d) that it would be refunded when they sell. The proposed Declaration deletes that promise without showing it. Will owners who already paid still get their refund? If yes, will you put that in the Declaration or a recorded resolution? And where will the money come from: initiation fees, assessments or reserves?"

Political material and organizing (Article Twelve, Section 7, pages 43 to 44; 2013 Pages 783 to 784). New, unmarked language bans:

"Distribution of political related material, promotions, or campaign material whether on a national, state, county, local municipality or with respect to the APPOA Board of Directors elections, by placing the same in envelopes or clipped to or placed under the door, or in the mail box slot, or newspaper box of any residence or building within the APPOA Community."

It adds "political activism" to the solicitation definition. Groups the Board recognizes may use newspaper boxes without approval, then: *"For clarity, this would not include any type of activism or grass roots efforts to organize."* None of the political, campaign or organizing language is in the recorded 2013 text or any recorded amendment. (The 2013 text already banned leaving "handbills or advertisements of any kind" in doors and mail slots.)

Opinion: this matters most at election time. It limits how owners can reach each other about Board races and about any future effort to change this Declaration.

WHAT IT MEANS FOR YOU

Example: a Board election is coming and you want to leave a one-page flyer for your neighbors about a candidate or a ballot question. Under this language, placing it in their newspaper box or mail slot is a violation you can be fined for. A group the Board has "recognized as bona fide" may use newspaper boxes for other messages without approval, but not for "any type of activism or

grass roots efforts to organize." For anything else, the exception is "the explicit written approval of APPOA Board of Directors or the General Manager". Opinion: asking the Board for permission to campaign in a Board election is not much of an option.

Full list

Change (no redline markup)	2026 page	2013 Bk 410	Impact
Borrowing clause deleted; debt rules move to Board-controlled Bylaws (\$1,000,000 with no member vote)	14	Pg 758	Worse
Political and Board-election material banned; "political activism"; organizing excluded	43-44	Pg 783-784	Worse
Bylaws "shall establish procedures for eligibility and voting"	22-23	Pg 765	Worse
"Member in good standing" test, and Board decision of membership questions, added to Member definition	11	Pg 754-755	Worse
Minimum six-month lease	17	Pg 760	Worse
"Dues" added to the assessment covenant and lien sentence	23	Pg 765	Worse
"Dues" written into the Amenities definition and Common Area suspension clause	8, 12, 14	Pg 755, 756, 758	Worse
APPI spending added to Common Expenses	10	Pg 754	Worse
\$2,760 / \$2,200 amenity buy-in refund on resale deleted; lot 80% rate deleted	27	Pg 769	Worse
"Reasonable" limits on Board special assessments and reserves removed	23-26	Pg 765-767	Worse
Enforcement expanded: suspend Membership; covers dues, fees, fines	45-46	Pg 785	Worse
Prohibited animals expanded (wolf hybrids, Staffordshire Terriers, any animal with a biting history)	41	Pg 780	Worse

Change (no redline markup)	2026 page	2013 Bk 410	Impact
Permission for a permanent owner name sign removed	39, 42	Pg 782	Worse
Annual assessment, reserves, capital budgets and special assessments now also cover the Amenities (<i>new</i>)	24-26	Pg 766-767	Worse
General vote: "fifty percent" becomes "a majority of Members eligible to vote"	23	Pg 765	Unclear
Member approval to buy amenities: fifty percent becomes "majority"	26-27	Pg 768	Unclear
Purpose of assessments rewritten (adds capital improvements; drops casualty repairs)	23-24	Pg 765-766	Unclear
Signature block: approved by 67% of "Members eligible to vote"	47	Pg 787	Unclear
Special assessment budget: the 60% rejection rule stays; voting procedures now follow the Bylaws	26	Pg 767	Unclear
Procedure for adding property rewritten (now an incomplete sentence)	12-13	Pg 756-757	Unclear
"household" becomes "immediate family" throughout (easement of enjoyment; enforcement) (<i>new</i>)	13, 21, 41-42, 45	Pg 757-758, 763, 780-781, 785	Unclear
Two 2015 amendment provisions reverted: ASC variance power and mandatory disapproval (<i>new</i>)	34, 36	Bk 443 Pg 114	Unclear
Rule that vacant lots be kept maintained, including after storms, deleted (<i>new</i>)	38	Pg 780	Unclear
Rights tied to the named 2013 developer move to "the Declarant" (consent to change Section 14; Affiliate test; Phase II owner) (<i>new</i>)	8, 11, 12, 18-19	Pg 753, 755, 756, 762	Unclear
Board amendment clause kept; cross-reference renumbered (2013 Section 13.06 is now Section 14.06, inside Article Four)	45	Pg 785	Neutral

Change (no redline markup)	2026 page	2013 Bk 410	Impact
Annual assessment due-date sentence deleted	24	Pg 766	Neutral
Insurance premiums no longer "deemed to be general expenses" or "budgeted"	31	Pg 773	Neutral
80% lot assessment limited to unimproved lots	25	Pg 766	Neutral
Owner definition: HOA and amenity-owner clauses removed	11	Pg 755	Neutral
Declarant, Development and Supplemental Declaration definitions removed	10, 12	Pg 754-756	Neutral
Dwelling begins at certificate of occupancy	10	Pg 754	Neutral
New definitions: APPOA Website/NABR, APPI, AUC	9	Pg 753	Neutral
Fire department and storage parcels; Common Area title recitals rewritten	10, 14	Pg 753, 758	Neutral
Real estate agent language narrowed	44	Pg 784	Neutral
Golf ball retrieval language rewritten	16	Pg 760	Neutral
Amenities, restaurant and townhome wording	10, 12	Pg 754, 756	Neutral
Social dues become "social dues and/or fees"; multiple-property rules handed to the Bylaws (<i>new</i>)	23	Pg 765	Neutral
Supplemental declarations become optional ("will" to "may") (<i>new</i>)	12	Pg 756	Neutral
Notice before entry for maintenance may be by email (<i>new</i>)	30	Pg 772	Neutral
Aesthetic committee replaced by the ASC for exterior maintenance (<i>new</i>)	39	Pg 781	Neutral
Impervious-surface standard loses its source ("Ninth Amendment" reference) (<i>new</i>)	38	Pg 779	Neutral

Change (no redline markup)	2026 page	2013 Bk 410	Impact
ASC maximum in the definitions goes from five to seven (<i>new</i>)	9	Pg 753	Neutral
Amenities added to easement areas and to the right to set charges (<i>new</i>)	14-15	Pg 758-759	Neutral
Special assessment allocation narrowed to owners of lots and dwellings (<i>new</i>)	26	Pg 767	Neutral
Purchase power limited to "future Amenities" (<i>new</i>)	26	Pg 768	Neutral
Well ban limited to "potable" water wells (irrigation wells were already allowed) (<i>new</i>)	40	Pg 782	Neutral
Future land-use designations add "Common Areas, Amenities" (<i>new</i>)	12	Pg 756	Neutral
30 days' notice before Common Area changes; "without approval of any Owner" removed	14-15	Pg 758-759	Better
Preferred Builders Program deleted (owners no longer limited to a Board list)	33	Pg 775	Better

5. Changes the redline does mark, but owners should weigh

- **Owners' own right to amend is struck (Article Thirteen, Section 4, pages 44 to 45; 2013 Article Eleven, Section 4, Pages 784 to 785).** The recorded Declaration says: "After December 31, 2022, the Members may, by vote of a majority of the Members existing at the time, agree to amend the Master Declaration". The draft strikes this, sets a term of "twenty (20) years until December 31, 2046" with automatic five-year renewals, and allows termination only if "eighty percent (80%) of all Members entitled to vote agree". The Board's own power to amend is kept (see Section 6).
- **Opting out of the Planned Community Act (new Article One, page 8).** See "Which parts of state law the draft keeps," below.
- **Lien after 30 days instead of 90 (Article Six, Section 9, page 28).** An unpaid assessment becomes overdue and lienable at 30 days. A new sentence still bars foreclosure until 90 days past due.

- **Two conflicting rules for selling amenities (Article Six, Section 6, page 27).** One sentence requires a majority vote for any sale "except for the sale of the Golf Course". The next, edited with markup, now requires 75% for "any sale or transfer of ownership of the Amenities" (2013: 75% for a sale of the golf course). The 75% rule is a real protection for owners; the problem is that the two sentences conflict. The section also keeps, from 2013, the right to convey amenities or utilities to APPI, its subsidiary, with no member vote stated.
- **Buying future amenities by a majority of members present (Article Six, Section 6, pages 26 to 27).** The inserted words "present in person or by proxy" lower the bar for purchases.
- **Liens rank behind real estate tax liens; Finance and Budget Committee** replaces the Budget Committee for assessment increases above the inflation cap.

Which parts of state law the draft keeps

North Carolina's Planned Community Act, Chapter 47F, sets the rules associations must follow, and many of them exist to protect owners. For communities created before 1999, like ours, N.C.G.S. 47F-1-102(c) applies key sections automatically "unless the articles of incorporation or the declaration expressly provides to the contrary." Those sections include the hearing before fines (N.C.G.S. 47F-3-107.1), meeting rules (N.C.G.S. 47F-3-108), assessments and liens (N.C.G.S. 47F-3-115 and N.C.G.S. 47F-3-116), owners' right to examine records (N.C.G.S. 47F-3-118) and the political sign rules (N.C.G.S. 47F-3-121). The same subsection says these sections apply only to events on or after January 1, 1999, and "do not invalidate existing provisions of the declaration, bylaws, or plats and plans" of those communities.

Since 2013 the recorded Declaration has adopted one 47F rule, the notice method, and said no other part of the Act is adopted unless the Association formally adopts it. The proposal goes further.

- **Since 2013, in writing.** The recorded Declaration lets the Association send notices "in any manner as permitted under N.C.G.S. 47F-3-108(a) ... provided, however, that the Association shall not have been deemed to adopt any other provision of Chapter 47F unless formally adopted by the Association" (Article Eleven, Section 11, Book 410 Page 786).
- **Now, across the board.** The proposed Article One says the Act "shall not apply to APPOA except as expressly incorporated herein by reference". The Board's revised Bylaws also strike "and the North Carolina Planned Community Act" from the list of laws the Board's powers come from (Article 7, Section 1(f)).

In fairness: the Board could read the 2013 sentence as already opting the Association out of the 47F sections that would otherwise apply, in which case Article One would mostly restate an existing exclusion. The sentence sits in a notices section and asks whether the Association has been "deemed

to adopt" other provisions, which may mean only that APPOA never opted in to the whole Act. In 2021 the state Business Court, ruling on a motion to dismiss in a case owners brought against APPOA, said that because the 1989 Declaration "does not expressly contradict" it, APPOA "must abide by" N.C.G.S. 47F-2-117; it also held that challenges to the 2011 to 2013 amendments came too late. Which reading is right is a question for counsel, and it matters for every statement in this report that a 47F protection applies today. Either way, the draft deletes the 2013 sentence (with markup, page 46) and replaces it with Article One's broader opt-out.

By the numbers. State law, N.C.G.S. 47F-1-102(c), lists 13 sections of the Planned Community Act that apply to communities created before 1999, like ours, "unless the articles of incorporation or the declaration expressly provides to the contrary." Here is how the draft handles each one, read with all marked changes accepted:

Section	What it does	In the draft?	Who it mainly serves
N.C.G.S. 47F-3-116	Liens and collection	Partly: writes in the lien, notice, priority, installment and fines-only rules; leaves out the Board vote on each foreclosure, the notice before attorneys' fees, and most foreclosure safeguards	Both
N.C.G.S. 47F-3-102	Association powers: rules, fines, suspensions, fees	Partly: the powers to make rules, assess, sue, fine and suspend are in; the conditions in subdivisions (11) and (12) (notice and an opportunity to be heard, reasonable fines, the late-charge cap, the 30-day rule for suspensions) are not	Association
N.C.G.S. 47F-3-108	Meetings and notice	Partly: notice method only (cites N.C.G.S. 47F-3-108(a))	Both
N.C.G.S. 47F-3-115	Assessments and interest	Partly: the 18% interest cap (carried over from 2013), new rules for charging some costs only to the lots that benefit (page 26), and charging an owner for damage the owner causes	Both
N.C.G.S. 47F-3-121	Flags and political signs	Partly: the first-page notice the statute requires before a sign ban can be enforced; the owner's flag right is not mentioned	Association (as used)
N.C.G.S. 47F-3-107(a) to (c)	Upkeep; who repairs what	Partly: owners maintain lots; the duty to repair damage caused by Association staff is not stated	Both

Section	What it does	In the draft?	Who it mainly serves
N.C.G.S. 47F-2-103	How the declaration is read and when it is valid	Partly: the draft has its own priority clause (Declaration over Bylaws) and a severability clause; the rest is not stated	Both
N.C.G.S. 47F-2-117	Amending the declaration takes 67% of owners	No. The draft keeps the Board's power to amend "without the consent of any person or entity" and strikes the 2013 right of members to amend by majority vote	Owners
N.C.G.S. 47F-3-107.1	Notice and hearing before a fine or suspension; fine cap	No. The word "hearing" does not appear in the draft	Owners
N.C.G.S. 47F-3-118	Owners' right to examine records	No (only the member roster is "open to inspection")	Owners
N.C.G.S. 47F-3-103(f)	Publish Board members' names and addresses within 30 days	No	Owners
N.C.G.S. 47F-3-104	Rules for transferring developer (Declarant) rights	No , though the draft names a new Declarant	Owners (also lenders and successor developers)
N.C.G.S. 47F-1-104	The Act's protections cannot be waived by agreement	No	Owners

The same subsection also applies N.C.G.S. 47F-3-120 (a court may award attorneys' fees to the winning side when the declaration allows fees) to communities like ours, with no opt-out.

The math: of the 13 sections, the draft includes **none** in full. It includes parts of **7 (54%)** and leaves out **6 (46%)**. Measured by the draft's own Article One test, which keeps only what is "expressly incorporated herein by reference," it cites **2 of 13**, and only one subsection of each.

All 6 sections the draft leaves out mainly protect owners, by this table's own labels (one, N.C.G.S. 47F-3-104, also protects lenders and successor developers). Opinion: most of what the draft keeps from these sections gives the Association a tool it uses; the lien and assessment sections also carry real owner protections, listed below.

The Board's answer in August 2026 was that the draft "incorporates much of NC47F." Readers can judge "much" against these numbers.

There was another way. The same statute, N.C.G.S. 47F-1-102(d), lets a pre-1999 community adopt the whole Planned Community Act by amending its declaration with the votes of owners holding 67% of the votes, or any smaller majority the declaration specifies, whatever the declaration's own amendment rules say. That is the same threshold this vote requires. This ballot could have brought every owner protection in the Act into our Declaration, including the rule that owners holding 80% of the votes must agree in writing before Association common property can be mortgaged (N.C.G.S. 47F-3-112; counsel should confirm which property that covers). The draft does the opposite.

What the proposal keeps from 47F, and what it leaves out:

In the proposed Declaration	Left out
Notice by any method N.C.G.S. 47F-3-108(a) allows, which can include email (Article Thirteen, Section 11; already in the 2013 Declaration, Article Eleven, Section 11)	The N.C.G.S. 47F-3-107.1 requirement of notice and a hearing before a fine or suspension. The statute gives way only to a fine procedure written into the declaration itself; the proposed Declaration opts out of the statute and supplies no hearing procedure of its own. Its enforcement section lets APPOA "suspend Membership, levy a fine and/or bring legal action at law or in equity".
A lien after 30 days unpaid, the earliest point the statute allows (2013: 90 days)	The N.C.G.S. 47F-3-118 right to examine financial records and minutes
Interest up to 18%, the statute's maximum (already in the 2013 Declaration; the draft moves it to Article Six, Section 9)	The N.C.G.S. 47F-3-107.1 cap on fines

In the proposed Declaration	Left out
The N.C.G.S. 47F-3-121 first-page notice, which the statute requires before a political sign ban can be enforced	The rest of the Act, except as quoted into the document

Records access. Twenty days before owners received this redline, a new records policy took effect. (No posted minutes record its adoption; the September 2026 minutes are not yet posted. The policy was first posted September 25 and edited September 29 to add the words "for the first hour"; the quotes below are from the edited version.) *GEN 1.1, Document Request Policy*, effective September 25, 2026, sets "a minimum charge of \$200.00 for the first hour for staff to retrieve any document that is not available on the community website", then "\$50.00 per hour or a portion thereof", plus "\$0.25 per copy." Owners must pay in advance and must state "the specific purpose of requesting that document." Most requests are to be handled "within 10 business days."

Two things in the package do not line up with that policy:

- **Purpose.** The Bylaws in force (Article Nine) let a member inspect the governing documents with no purpose test. The revised Bylaws redline shows the words "for a purpose reasonably related" struck, but those words were never in the Bylaws in force; they appear only in the draft the redline started from. The new Document Request Policy (GEN 1.1) now requires "the specific purpose" for any document request.
- **Where the fee lives.** The revised Bylaws say copies are available "for a processing fee as stated in the Albemarle Plantation Schedule of Assessments & Fees". No document by that name could be found on the Association's portal (search of October 18, 2026). The Bylaws in force say copies are sold "at a reasonable price". The *2026 Fee Schedule* (revised April 15, 2026) lists no records fee, and its footer says it "may change at any time without notice." The actual charge is in a policy the Board adopts and changes on its own. The drafters' note in the bylaws redline, "(confirm this section conforms with NC law)", was deleted; the redline does not show how it was resolved.

What state law says. For a nonprofit corporation, the Association "may impose a reasonable charge, covering the costs of labor and material, for producing for inspection or copying any records provided to the member", and "[t]he charge shall not exceed the estimated cost of production or reproduction of the records" (N.C.G.S. 55A-16-03(c)). The statute's words cover "producing for inspection", not only copying, and the \$200 minimum is a charge to retrieve a document. For some categories of records, state law also lets the Association ask a member to describe a proper purpose (N.C.G.S. 55A-16-02(c)), so the purpose requirement is not unlawful on its face. Whether a flat \$200 minimum for one document, before any time is spent, fits "estimated cost" is a fair question for counsel.

WHAT IT MEANS FOR YOU

Section 1 walks through what one request costs today. Opinion: with a Declaration that also opts out of the Planned Community Act's records right (N.C.G.S. 47F-3-118), the cost of checking the Board's work goes up just as owners are asked to approve its biggest document.

The Board's side, from its own minutes. The April 24, 2025 minutes record that the review committee "requested information on the North Carolina Planned Community act and applicability of portions of Section 47F" and was advised "that the section does not apply to APPOA except those sections that apply to all planned communities, per AP Attorney." So the Board had legal advice that most of 47F does not apply to APPOA. The minutes do not record advice on opting out of the sections that do apply. What owners have not been told is why the protections listed above should be given up, or whether counsel was asked that question. In August 2026 the Board told a member the proposed Declaration "incorporates much of NC47F" (Friday Forum, August 28, 2026), without naming which sections.

In fairness on fines: the Association's existing *Compliance Policy* and *Compliance Procedures* (GEN 1.1 and GEN 2.1, both effective September 30, 2020) already give owners written notice and the right to "request a hearing in writing" within 14 days, and cap fines at "\$100/day." That is a real protection. The difference is where it lives: today the hearing and the cap are also required by a state statute (N.C.G.S. 47F-3-107.1) that applies to communities like ours unless the declaration expressly says otherwise. Under the proposal, they would rest only on a Board policy the Board can rewrite.

In fairness: the lien section also copies several owner protections from N.C.G.S. 47F-3-116: 15 days' mailed notice before a lien, a \$1,200 cap on attorneys' fees when the owner does not contest, judicial foreclosure for debts made up only of fines, and the new 90-day bar on foreclosure. The first three were already in the 2013 Declaration. Two are weaker than the statute: the statute's \$1,200 cap covers attorneys' fees and the trustee's commission together, and the statute says fines-only liens "may only be enforced by judicial foreclosure".

Opinion: the pattern is plain. Where 47F gives the Association a tool, the proposal keeps it or adds it: notice by N.C.G.S. 47F-3-108(a) methods and 18% interest were already in the 2013 Declaration; the faster lien and the first-page sign notice are new. Where 47F gives owners a shield against the Association (a hearing before a fine, a cap on fines, access to records), the proposal opts out. A law written to protect homeowners should not be used selectively against them. Owners deserve a written answer, before they vote, on which 47F protections survive.

6. Who decides: the vote, the bylaws, and the Board

The Board keeps its power to amend without you. Under N.C.G.S. 47F-2-117, which state law applies to communities like ours unless the declaration expressly provides to the contrary, amending a declaration takes 67% of the owners. The draft opts out and keeps the older rule. Article Thirteen, Section 5 (page 45) carries over, largely unmarked, the 2013 clause that APPOA may amend the Declaration "at any time without prior notice and without the consent of any person or entity" and that the Board "may modify or restate and amend this Master Declaration", in each case only if the change does not "materially alter the basic plan of development." At the same time, the draft strikes the 2013 clause that lets owners amend the Declaration themselves by majority vote (Article Thirteen, Section 4; see Section 5 of this report). The four recorded amendments of 2013 and 2015, and the 2021 amendment (Book 515 Page 602), each recite that they were made under the Board's clause, signed by an officer "by authority duly given by the Board of Directors"; none recites a member vote.

Opinion: if the Board can amend alone, owners should ask why this vote is needed. One likely answer: the Board's power covers only changes that do not "materially alter the basic plan of development", and in 2021 the state Business Court, in a case owners brought against APPOA, said APPOA "must abide by" the Planned Community Act's 67% amendment rule (a ruling on a motion to dismiss, about the 1989 Declaration). Either way, approving this document does not take the Board's power away. Owners would be voting to keep a Board that can amend the Declaration without them, within that limit, while giving up their own right to amend it.

The bylaws gap. The Board's letter says the revised bylaws "do not require Member approval." Yet the proposed Declaration hands voting eligibility and special assessment voting procedures to those bylaws. (The 60% rejection rule for special assessment budgets stays in the Declaration; only the voting procedures move.) Owners are being asked to approve the Declaration while the rules it depends on can be changed without them. The Bylaws redline has the same flaw as the Declaration redline: it is measured against a 2025 draft, not the Bylaws now in force (recorded Book 410 Page 798). Against the Bylaws in force, the whole Purpose and Powers article, including the power to borrow and to pledge property, is new but shown as unmarked text, and so is the change that moves the Declarant's Board seat from "the current Developer only, Albemarle Plantation Holdings, LLC" to "the current Declarant or subsequent Declarant."

Who the new Declarant is. The proposed Declaration names Albemarle Preserve, LLC as the "Declarant", the developer with special rights under the document. (The redline shows the name replacing "Pioneer Land Company DBA Preserve Homes, Inc.", but the Declarant in the recorded 2013 Declaration is Albemarle Plantation Holdings, LLC.) Those rights include appointing one member of the Board of Directors while the Declarant owns a lot (Section 14.09, carried over from a 2013 amendment) and consenting to any change to Section 14 (Section 14.06). In March 2025,

Albemarle Plantation Holdings II, LLC, saying it "is the sole Declarant", assigned "all of its rights, powers, and responsibilities as Declarant" to Albemarle Preserve, LLC, a company formed in May 2024 (Book 569 Page 508). The assignment includes a right to vote on certain matters as a member of the APPOA Board of Directors. In fairness, the 2013 Declaration names Holdings II ("APH II") and reserves some rights to it directly (Sections 13.01, 13.05 and 13.06), and the two companies filed their annual reports on the same days from 2010 to 2018. But the 2013 Declaration defines the Declarant as Albemarle Plantation Holdings, LLC. That company filed articles of dissolution in 2019, and I found no recorded transfer of the Declarant's rights to Holdings II (county index, searched by name). How Holdings II came to hold them is a question for counsel. So is a second one: the 2013 Declaration says the right to appoint a Board member "is not transferrable except to an Affiliate of Declarant" (Section 13.09). Is Albemarle Preserve, formed in 2024, an affiliate?

The 2025 audit (Notes 3 and 9) reports that in 2025 the Association sold 54 lots for \$450,010, at a loss of \$135,377; 52 of them went to Albemarle Preserve for \$10 in cash plus \$425,000 in funding for new amenities (\$75,000 received in 2025, \$250,000 due in 2026 and \$100,000 due in 2027); that sale's loss was \$102,798. The Association's subsidiary also sold the real estate company to Albemarle Preserve for \$10; in fairness, Realty was carrying a net deficit, so the audit records a \$109,920 gain on that sale. Owners should understand that relationship before granting new Declarant rights.

The vote count. Under the Board's letter, approval requires 67% of all lots, one vote per lot. The proposed signature block says "sixty-seven percent (67%) of the Members eligible to vote." If those are different numbers, owners should know which one will be used. One more thing voters should know: if this vote is taken by ballot without a meeting, N.C.G.S. 55A-7-08(e) says that, unless the articles of incorporation or bylaws provide otherwise, "any written ballot, electronic ballot, or electronic vote that is submitted shall not be revoked."

7. Errors in the final text

Each of these survives with all marked changes accepted:

1. **Drafting notes left in the document.** The redline owners received still contains three editor's notes, shown as marked insertions: "[Amendment #2 dated 11/13/13. Seems to conflict with what we are currently doing]" (Section 14.09, the Declarant's Board seat, page 19); "(Add amendment #1 here)" (Section 14.10, page 20); and "(does AP continue to have one?)" , about the Declarant's approved builder list (Sales and Construction Activities, page 40). Opinion: a note saying the text "seems to conflict with what we are currently doing" means the drafters had not settled what this section should say.

2. **"No political signs shall not be displayed on any Lot, Dwelling, or anywhere else in the APPOA Community."** (Article Twelve, Section 5, page 42.) A double negative in a rule the Board can fine for. The 2013 text reads "Political signs shall not be displayed"; the draft adds "No".
3. **A dead cross-reference.** Section 14.11 (page 20) requires Cole Tract homes to follow "Section 3 of Article Eleven ... relating to the Preferred Builders Program." That section was deleted without markup; Article Eleven, Section 3 is now "Permitted Improvements." (The cross-reference comes from the recorded First Amendment; deleting the program broke it.)
4. **Committee size conflict.** The definitions say the ASC has 3 to 7 members (page 9); Article Eleven, Section 2 says 5 to 7 (page 33). In fairness, the recorded text already conflicted: its definition said 3 to 5, and a 2015 amendment changed Article Ten, Section 2 to 5 to 7.
5. **Mislabeled amendments.** The new recital (pages 6 to 7) calls both 2015 amendments (Book 443 Page 113 and Book 443 Page 420) a "First Amendment." In fairness, both 2015 instruments call themselves the "First Amendment" in their own text.
6. **Priority clause.** "the Articles shall take precedence over the APPI Bylaws" (page 44). APPI is a separate corporation; this likely should refer to the APPOA Bylaws.
7. **Stale reference.** Section 14.05 still cites "Paragraph 13.04," which no longer exists under that number (page 18).
8. **Incomplete sentence.** "Should any additional property be added to Albemarle Plantation and become subject to this Master Declaration. This area will be recorded with the county and a map added to the development." (Article Three, Section 4, page 12.)
9. **Statute citation misprinted:** "N.C.G.S. 1A-1" appears four times as "lA-1", with the letter l for the number 1, and once as "Rule 4(j)(l)" (pages 29 to 30), which suggests the text was built from a scanned copy.
10. **"APPOAA"** (page 17) and **"documented biting history.."** (page 41).
11. **APPOA Bylaws, Article 13, Section 2:** with changes accepted it reads "the provisions of the shall control."
12. **A clause printed twice** in Article Four, Section 3(d) (page 14): "to add to or delete part of the Common Areas and to dedicate easements and rights-of-way over the Common Areas in accordance with the terms of this Master Declaration" appears two times in a row.
13. **Find-and-replace errors.** Replacing "household" with "immediate family" throughout produced "dogs, cats or other immediate family pets" and "garbage or immediate family refuge" (pages 41 to 42).
14. **A sentence with no verb** in the Lot definition (page 10): "until the improvements constructed and a certificate of occupancy has been received by APPOA."
15. **Garbled clause** in Article Six, Section 6(a) (page 26): "per annum as, and, as set forth in Subsection 6(a)".
16. **Undefined terms.** "Development" and "Community" are used throughout, but their definitions were deleted (page 10).

17. **The Bylaws misname the corporation:** the title reads "ALBEMARLE PLANTATION PROPERTY OWNERS ASSOPOA, INC." and Article 1 reads "ALBEMARLE PLANTATION OWNERS ASSOCIATION, INC."; the legal name is Albemarle Plantation Property Owners Association, Inc.
18. **Another stale cross-reference.** Article Six, Section 6(a) (pages 25 to 26) still refers to owner categories "as set forth in Section 6(c), below"; Section 6(c) is now headed "Future Amenities or Utilities."

8. What helps owners

A fair review says so where the draft improves things:

- 30 days' notice before Common Area changes and easements.
- Foreclosure barred until an assessment is at least 90 days past due.
- The required first-page notice for political sign rules (N.C.G.S. 47F-3-121), which the 2013 Declaration lacked. It tells buyers about the sign rule; the statute also requires it before a sign ban can be enforced.
- A 75% member vote for any sale or transfer of the Amenities (2013: the golf course only), though the section conflicts with the sentence before it (Section 5).
- In the revised Bylaws, a member who is current on an approved payment plan keeps the right to vote. (A 2020 Board policy, GEN 3.2, already says so; the Bylaws would make it harder to change.)
- New rules that let some costs be charged only to the lots that benefit, and insurance and utilities "in proportion to allocated risk and usage" (page 26).
- Wood-burning fire pits allowed.
- Owners no longer limited to a Board list of preferred builders.
- Updated amenity list and definitions.

Opinion: none of these needs the rest of the package. They can pass in a corrected draft.

9. Three and a half years of preparation, three weeks for owners to decide

The Board's notice calls this "A Collaborative Process" reviewed "by multiple committees and groups, as well as legal counsel." The Board's own minutes and posts show how long that process ran, and what the record led owners to expect at the end of it. Each entry below comes from APPOA or APPI Board minutes, Finance and Budget Committee minutes, Friday Forum notes, Association

posts (including the review committee's posted letter), or, for one entry, a member's email exchange with the Board President. Words in quotation marks are quoted from those sources.

Date	What the record says	Source
Apr 27, 2023	Executive session: "Discussion regarding need for Master Declaration updates." (A month earlier, also in executive session, the Board President discussed a resident's email "concerning the Master Declaration" with the Board.)	Board minutes, Apr 27 and Mar 23, 2023
Aug 31, 2023	The Association's attorney recommends that initiation fees go to capital and to "change our MD to reflect this change."	APPI Board minutes
Feb to Apr 2024	"Master Declaration Update" is added to the March work session, tabled to April, then: "Notice to be sent out shortly soliciting committee members for this review."	Board minutes, Feb 22, Mar 28, Apr 25, 2024
May 2024	The Board forms a Governing Document Review Committee. A chair "has agreed to Chair the Committee" and, "Of the 14 candidates", has selected six members.	Board post, May 1, 2024; minutes, May 30, 2024
Jun 20, 2024	The Board announces the committee and the plan: reviews, "draft findings; legal review; member comment period and/or possible town hall meetings ; finalize updates; final legal review; and publish." Estimated time: "up to six months ... (i.e., December 2024)." The plan allowed town hall meetings as an alternative ("and/or").	Board post, "Master Declaration Review Committee"
Jun 2024 to Dec 2024	"Has met twice" and "Progress slow" (June and July). The committee meets with the Board on "the Committee's expected final output"; "Discussion included form of output and extension of deadline for completed work" (August). "Progressed to Section 8" (September). "Team is doing very well" (November). "Had a great meeting with ASC and all is moving forward very quickly" (December).	Board minutes, Jun 27, Jul 25, Aug 22, Sep 26, Nov 21, Dec 19, 2024
Feb 27, 2025	"After that, and per previous planning, the edits will be sent out to the community for a comment segment expected to last four to six weeks , after which a vote will be scheduled". The same entry adds: "If significant changes are proposed during the comment segment, requiring review by the BOD and lawyer, the vote may be delayed."	Board minutes
Mar 2025	One member input session (March 22). The committee's letter: " members will be able to review final proposed documents prior to the Board taking any action on them. "	Committee letter posted Mar 14, 2025
Mar 27, 2025	The Board records the input session: "Successful community meeting was held and suggestions incorporated into current recommendations".	Board minutes

Date	What the record says	Source
Apr 24, 2025	The committee is advised that 47F "does not apply to APPOA except those sections that apply to all planned communities, per AP Attorney."	Board minutes
May 22, 2025	The committee delivers its final report. "Once this review is complete, the changes will be presented to the Community for a vote."	Board minutes
Jul 2025 to Apr 2026	The Board reviews the committee's changes, the Declaration first, then the Bylaws. In March and April 2026: "Underway with the BoD meeting twice a month to complete as soon as possible".	Board minutes, Jun 26, Jul 24, Aug 28, 2025; Mar 26, Apr 23, 2026
Oct to Dec 2025	On short-term rentals, the Association's lawyer "recommended a potential change to Master Declaration"; the Board tabled the rental policy "until draft of change to Master Declaration (as recommended by our lawyer) can be drafted".	Board minutes, Oct 23 and Dec 18, 2025
Dec 18, 2025	Asked for a status by a resident, the Board answers: after lawyer review "it will be sent to the community for review and comments."	Board minutes
Jan 21, 2026	The Annual Meeting presentation lists "Began review of updated Declaration and By-Laws" among 2025 accomplishments and "Complete Declaration and By-Laws update" among 2026 goals. Neither slide mentions a comment period.	Annual Meeting presentation, pp. 11 and 15
May 28, 2026	"All our review from the BOD is done.... Will want a plan to present to community to show major changes as it will be difficult to get 67% of property owners to vote, let alone get approval."	Board minutes
Jul 23, 2026	"lawyers reviewing recommendations, BOD to review at next work session."	Board minutes
Aug 25, 2026	Asked by the Board to recommend a dollar amount in the Declaration "above which resident approval is required," the Finance Committee "unanimously recommended no such restriction be inserted."	Finance and Budget Committee minutes
Aug 27, 2026	"BOD is reviewing with attorney, hoping to share with community" in the next three to four weeks.	Board minutes (most recent posted)
Aug 28, 2026	Asked whether the Board will allow residents to review the changes the review committee suggested in 2025, and whether residents will vote on potential changes before they are made permanent, the Board answers: "Yes the board will hold session(s) to explain changes prior to the vote."	Friday Forum notes

Date	What the record says	Source
Aug 31 to Sep 22, 2026	A member sends the Board President a financial status report built from the Association's own ledgers and 2025 audit, with a list of questions and document requests. On September 22 the President replies that he "forwarded to the BOD and the FNC for comments" and that it is "on the agenda for the Board meeting." No written answers to the new questions had been received as of October 18. (The President had answered seven earlier questions from the same member in writing on August 31.)	Emails, August and September 2026
Oct 15, 2026	Owners receive the 48-page redline. Questions are due October 21. Voting opens October 23, the same day as the first informational meeting, and closes November 6.	Board posts, Oct 8 and Oct 18, 2026
Oct 19, 2026	The Association posts its third quarterly APPOA/APPI meeting for Tuesday, October 27, at 5:00 p.m. (Cypress Room and Zoom), four days after voting opens. The posted agenda lists financials, an administration office space update and a closing Q&A. It does not list the Master Declaration.	Association post, Oct 19, 2026

By the calendar: about 42 months from the first recorded discussion of a need for updates (April 27, 2023) to the vote, and about 29 months of committee, Board and legal review (April 2024 to October 2026). Owners get **6 days** to submit questions and **22 days** to read, decide and vote.

What the record led owners to expect: a "member comment period and/or possible town hall meetings" (Board post, June 2024), a "comment segment expected to last four to six weeks" before a vote is scheduled (Board minutes, February 2025), and a chance to "review final proposed documents prior to the Board taking any action" (committee letter, March 2025). As late as December 2025, the Board said the draft would go "to the community for review and comments." **What owners got** is a question form and two informational meetings, the first held the same day the ballot opens. The October 27 quarterly meeting falls inside the voting window, but its agenda does not list the Declaration; owners can still raise it in the Q&A.

In fairness: volunteers on the committee and the Board put in real time over a long stretch, and the March 2025 input session was a genuine effort to hear owners. The delay was not owners' fault, and it is not a reason to compress the owners' part of the process into three weeks. The committee's final report and its minutes are not posted in the Association's committee library. The only Board minutes posted after July 23, 2026 are those of August 27. No work-session minutes appear among the posted minutes, and the minutes of the September 24 Board meeting had not been posted as of October 18, 2026. The Board has said its minutes are normally published about a month after each

meeting, so they may appear after the October meeting; they may show when the final package and vote schedule were approved.

Opinion: the Board's own May 2026 minutes predicted it would be hard to reach 67%. The answer to that is time and a complete redline, not a short window. After three and a half years, holding the four-to-six-week comment period the Board itself planned costs very little.

10. What the Board said, checked against the record

Owners are being asked to trust a process. Here is what the Board and its committees told owners, set beside what the records show. Each verdict is mine; the evidence for it is cited so you can grade it yourself. "Inaccurate" means the record shows the statement is not correct. It does not mean anyone intended to mislead.

What owners were told	What the record shows	Verdict
The Declaration "has been 'redlined' to highlight the proposed changes." (Board letter, October 15, 2026)	49 substantive changes carry no redline markup when the draft is compared with the recorded 2013 Declaration and its five amendments, including the deleted refund promise, the deleted borrowing clause, and "dues" added to the lien (Section 4).	Inaccurate
The draft "incorporates much of NC47F." (Board answer, Friday Forum, August 28, 2026)	It keeps or adds the 47F tools the Association can use (notice by the methods N.C.G.S. 47F-3-108(a) allows, which can include email, and 18% interest were already in the 2013 text; the 30-day lien and the political-sign notice are new) and several lien protections. It opts out of the owner shields: the hearing and cap before fines (N.C.G.S. 47F-3-107.1) and the right to examine records (N.C.G.S. 47F-3-118). The Board has not named which sections are in or out (Section 5).	Partly accurate. By count: none of the 13 sections that state law applies to communities like ours (unless the declaration expressly says otherwise) is in full, 7 are in part, and 6 (46%) are out; all 6 mainly protect owners.

What owners were told	What the record shows	Verdict
Owners would get "a comment segment expected to last four to six weeks, after which a vote will be scheduled." (Board minutes, February 27, 2025). "After that review it will be sent to the community for review and comments." (Board minutes, December 18, 2025)	Owners received the documents October 15, 2026, with 6 days to submit questions. Voting opens October 23. No comment period is scheduled (Section 9).	Not carried out as planned. The documents went to owners on October 15 with six days for questions before a vote already scheduled, not a four-to-six-week comment segment before a vote is scheduled.
"[M]embers will be able to review final proposed documents prior to the Board taking any action on them." (Committee letter, March 14, 2025)	Owners first saw the documents after the Board and counsel finished them. Minutes that might show when the Board approved the final package (September 2026) are not yet posted; the Board says minutes are normally published about a month after each meeting.	Depends on what "action" means. The Board finished the text and set the vote before owners saw it; it has not adopted the documents.
Asked whether the Board will allow residents to review the changes the review committee suggested in 2025, and whether residents will vote on potential changes before they are made permanent: "Yes the board will hold session(s) to explain changes prior to the vote." (Friday Forum, August 28, 2026)	The committee's 2025 recommendations and final report have not been released; owners have the final text instead. The two explanatory sessions are October 23, the day voting opens, and October 24.	Answered yes; the committee's own changes have not been released
"Effective August 8, 2025, the Association ended the practice of charging the initial special assessment of \$2,760 or \$2,200 to new property owners." (2025 audit, Note 12)	The APPI Board minutes of August 28, 2025 record "Decision Deferred until more information can be developed." The general ledger is consistent with the audit's date: the last special assessment charged to a buyer was in August 2025, and entries made later in August and in September 2025 refer to the "8/8/25 Decision". The six February to April 2026 entries of \$2,760 or \$2,200 are refunds to sellers taken out of the buyer's initiation fee, not payments by buyers. No posted minutes record a motion or a member vote ending the practice (Section 4).	The minutes conflict with the audit and the ledger

What owners were told	What the record shows	Verdict
Approval requires "67% of all properties/lots." (Board letter, October 15, 2026)	The proposed signature block says "sixty-seven percent (67%) of the Members eligible to vote," and the Bylaws, in force and revised, let the Board suspend a member's vote (Sections 4 and 6).	The documents conflict
A member's report and questions were "forwarded to the BOD and the FNC for comments" and placed "on the agenda for the Board meeting." (Board President, email, September 22, 2026)	No written answer to these questions had reached the member as of October 18, 2026, three days before the question deadline. The September Board minutes, which might show whether it was discussed, are not yet posted; the Board says minutes are normally published about a month after each meeting. (The President had answered seven earlier questions from the member in writing on August 31.)	No answer yet
"A Collaborative Process: The proposed revisions have been reviewed by multiple committees and groups, as well as legal counsel." (Board post, October 8, 2026)	Board minutes record review by a member committee (which met with the Architectural Standards Committee), by the Board, and by counsel between 2024 and 2026 (Section 9).	Accurate. Owners gave input at one session in March 2025, before the drafts were finished, but have not been given a review period for the final documents.

Opinion: one inaccurate statement could be a slip. Planned steps not carried out, records that do not line up, and a redline that does not show every change are a reason to slow down. None of it requires bad faith to be a problem. All of it is fixed by the same thing: time, a complete redline, and written answers.

11. What I am asking

1. **Delay the vote** until owners have a redline measured against the recorded 2013 Declaration and its amendments, so every change is visible.
2. **Publish a clean final text** with the errors in Section 7 fixed.
3. **Protect records access in writing:** keep the N.C.G.S. 47F-3-118 right to examine records, and put any records fee and its cap in the Declaration, where owners vote on it, not in a policy the Board can change alone.
4. **Answer in writing** the questions owners submitted, including mine of October 16.

5. **Keep the Board's own plan:** the four-to-six-week member comment period recorded in the February 2025 minutes, before a vote is scheduled, and post the review committee's final report so owners can see what it recommended.
6. **Put the bylaws on the same footing:** if the Declaration depends on them, owners should see and approve them together, with a redline measured against the Bylaws now in force.
7. **Keep owners' own right to amend** the Declaration by majority vote (2013 Article Eleven, Section 4).

Opinion: nothing in this package has to be decided in three weeks. A good document will still be good after owners have had time to read it.

If the vote goes ahead as scheduled (October 23 to 4 pm November 6), approval needs 67% of all lots. **Not voting counts the same as voting no.**

12. Limits of this review

- I am not a lawyer, and this is not legal advice. It is a document comparison with citations.
- On October 19, 2026 the Register of Deeds index was searched for documents recorded since 2015 that name the Association. It shows one later amendment to the Declaration, recorded in 2021 (Book 515 Page 602), which set the tree-protection distance at 25 feet; that item was removed from the list of unmarked changes. An amendment indexed under another name could still be missed. Read "unmarked" as "not in the 2013 recorded Declaration or the five recorded amendments found."
- Labels like "Worse" or "Better" are my opinion. The quotes and page numbers are the facts.
- In a second check, every difference was sorted, every substantive one was read against the redline page, and every quote from the recorded Declaration was checked against the scanned page.
- The revised APPI Bylaws (6 pages) were obtained from the Board's shared folder on October 19, 2026 and searched for the word "refund" (none found); they were not compared line by line with the APPI Bylaws in force.
- Whether the 2013 Declaration's notice clause already opts the Association out of the 47F sections that would otherwise apply is a question for counsel (Section 5).

About the author. Craig Lawrance owns 144 Middleton Drive and served on the APPOA Board in 2021 and 2022, before the Board's minutes first record this rewrite in 2023. This report was written with help from agentic systems built on large language models (LLMs)

from more than one developer. The author is responsible for its content. Corrections are welcome and will be posted with credit at apnc47f.com.

Sources. Perquimans County Register of Deeds, Book 410 Page 747 (2013 Declaration); Book 419 Page 808; Book 422 Page 236; Book 443 Page 113; Book 443 Page 420; Book 515 Page 602 (2021 amendment); Book 569 Page 508 (assignment of Declarant rights, 2025); Book 587 Page 627 (deed of trust, 2026). APPOA and Subsidiaries Consolidated Financial Statements, December 31, 2025 and 2024 (Forvis Mazars, LLP, July 30, 2026), Notes 3, 9, 12 and 21; APPOA General Ledger, January 2023 to April 2026 (produced in *Lawrance v. APPOA*, 26CV000142-710); Fifteenth Amendment, Book 396 Page 754; Special Warranty Deed, Book 401 Page 197. APPOA, *Master Declaration_Revised 2026.pdf*, *Revised APPOA Bylaws_2026.pdf*, *Revised APPI Bylaws_2026.pdf*, and the Board's October 2026 letter to owners. APPOA Bylaws, recorded Book 410 Page 798, and their amendments of 2021, Book 525 Page 655, and 2024, Book 567 Page 159; APPOA Articles of Incorporation, Book 130 Pages 635 to 640. APPOA Board minutes, March 2023 to August 2026, APPOA Finance and Budget Committee minutes, August 25, 2026, Friday Forum notes, August 28, 2026, APPOA *Compliance Policy* and *Compliance Procedures*, GEN 1.1 and GEN 2.1, *Members Good Standing Qualifications*, GEN 3.2, and *Real Estate Rental Property* policy, GEN 1.1 (all effective September 30, 2020), and APPI minutes, August 31, 2023 and August 28, 2025 (as posted on the Association's Engage portal; scanned pages read by OCR); Association posts of May 1, 2024, June 20, 2024, March 14, 2025, and October 8, 18 and 19, 2026; *2026 Fee Schedule*, revised April 15, 2026; *GEN 1.1, Document Request Policy*, effective September 25, 2026 (as posted September 25 and edited September 29). Promissory Note, April 16, 2026 (produced in *Lawrance v. APPOA*, 26CV000142-710). NC Secretary of State business records for APPOA, Albemarle Plantation Holdings, LLC, Albemarle Plantation Holdings II, LLC and Albemarle Preserve, LLC, checked October 19, 2026. Email correspondence between a member and the Board President, August 31 to September 22, 2026. Association portal, searched October 18, 2026. APPOA Annual Meeting presentation, January 21, 2026, and second-quarter presentation, July 21, 2026. ABC11 (WTVD), November 17, 2022. House Bill 542, 2023 to 2024 Session, ncleg.gov. *Adum v. Albemarle Plantation Prop. Owners Ass'n*, 2021 NCBC 4 (N.C. Super. Ct. Jan. 19, 2021). N.C.G.S. 47F-1-102; N.C.G.S. 47F-1-104; N.C.G.S. 47F-2-103; N.C.G.S. 47F-2-117; N.C.G.S. 47F-3-102; N.C.G.S. 47F-3-103; N.C.G.S. 47F-3-104; N.C.G.S. 47F-3-107; N.C.G.S. 47F-3-107.1; N.C.G.S. 47F-3-108; N.C.G.S. 47F-3-112; N.C.G.S. 47F-3-115; N.C.G.S. 47F-3-116; N.C.G.S. 47F-3-118; N.C.G.S. 47F-3-120; N.C.G.S. 47F-3-121; N.C.G.S. 45-21.16; N.C.G.S. 45-21.34; N.C.G.S. 55A-2-06; N.C.G.S. 55A-7-08; N.C.G.S. 55A-12-01; N.C.G.S. 55A-16-02; N.C.G.S. 55A-16-03; N.C.G.S. 55A-16-04; N.C.G.S. 55A-16-20.