

**BYLAWS  
OF  
EVAN'S CROSSING HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I  
OFFICES**

**Section 1. Name.** The name of the Association is EVANS CROSSING HOMEOWNERS' ASSOCIATION, INC., which is hereinafter referred to as the "Association."

**Section 2. Principal Office.** The principal office of the Association shall be located in Onslow County, North Carolina.

**Section 3. Registered Office.** The registered office of the Association required by law to be maintained in the State of North Carolina may be, but need not be, identical with the principal office.

**Section 4. Other Offices.** The Association may have offices at such other places, either within or without the State of North Carolina, as the Board of Directors may from time to time determine, or as the affairs of the Association may require.

**ARTICLE II  
DEFINITIONS**

**Section 1. "Association"** shall mean and refer to EVAN'S CROSSING HOMEOWNERS' ASSOCIATION, INC., its successors and/or assigns.

**Section 2. "Common Area"** shall mean all real property owned and managed by the Association, including the limited common areas, if any.

**Section 3. "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of EVAN'S CROSSING as shown on a plat recorded in Map Book 55, Page 177, Slide M -531, Onslow County Registry, as amended from time to time, including the Declarant so long as any lot or lots are still in its name, but excluding Lots 1, 2 and 3 and the 5.77 acre area shown on said plat as "Open Space 5.77 ac Maintained by Owner/Developer" and any other lot reserved by the Declarant on a recorded plat unless the Declarant specifically adds all or any part of said property to the Declaration and excluding those having such interest merely as security for the performance of an obligation.

**Section 4. "Declarant"** shall mean and refer to ROCKLAND CONSTRUCTION COMPANY, INC., its successors and/or assigns.

**Section 5. "Declaration"** shall refer to the Master Declaration of Covenants and Restrictions of Evan's Crossing as such are recorded in the office of the Register of Deeds of Onslow County and amended as set forth therein.

**Section 6. "Member"** shall mean and refer to those persons entitled to membership in the Association by virtue of ownership of one or more Lots in the Properties.

**Section 7. "Assessment"** shall mean and refer to a member's share of the common expenses assessed against each member.

**Section 8. “Properties”** shall mean and refer to all of that certain real property which is a part of EVAN’S CROSSING as shown on a plat recorded in Map Book 55, Page 177, Slide M-531, Onslow County Registry but excluding Lots 1, 2 and 3 and the 5.77 acre area shown on said plat as “Open Space 5.77 ac Maintained by Owner/Developer” and any other lot reserved by the Declarant on a recorded plat unless the Declarant specifically adds all or any part of said property to the Declaration and excluding those having such interest merely as security for the performance of an obligation.

### **ARTICLE III MEMBERSHIP**

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

**Section 2.** Management of the affairs of the Association shall be carried out in accordance with the terms and conditions of the Declaration and the terms and conditions of the Articles of Incorporation and the bylaws of the Association as adopted.

**Section 3.** In the event of the Dissolution of Declarant at the time it is owner of a lot, then the rights of the Declarant shall pass to and may be exercised by its successors receiving ownership of such lot in dissolution.

**Section 4.** Any representative of Declarant serving on the Board of Directors of the Association shall not be required to disqualify themselves from any vote upon management contract or any other contract between Declarant and the Association where said Declarant shall have a pecuniary or other interest. Similarly, Declarant as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract or other contract between the Declarant and the Association where the said Declarant may have a pecuniary or other interest.

### **ARTICLE IV MEETING OF MEMBERS**

**Section 1. Annual Meetings.** The first annual meeting of the members of the Association shall be held within one year of the date on which the Declarant first conveys title or ownership of a Lot to an owner other than the Declarant. Subsequent annual meetings of the members shall be held each year at such date and time as shall be designated by the Board of Directors, for the purpose of electing directors of the Association and for the transaction of such other business as may be properly brought before the meeting.

**Section 2. Substitute Annual Meetings.** If the annual meeting shall not be held on the day provided for by these Bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 4. A meeting so called shall be designated and treated for all purposes as the annual meeting.

**Section 3. Special Meetings.** Special meetings of the members may be called at any time by or at the request of the President of the Association, by vote of a majority of the Board of Directors or upon the written demand of ten percent (10%) of the members of any Class of membership of the Association entitled to vote. Any such demand for a special meeting by ten percent (10%) of the membership shall describe the purpose or purposes for which the special

meeting is to be held and shall be signed, dated and delivered to the Secretary of the Association. Notice of a special meeting called at the demand of membership shall be given within thirty (30) days after the date of receipt by the Secretary of the demand or demands requiring the call of such special meeting.

**Section 4. Notice of Meetings.** Written notice of each meeting of the members shall be given by or at the direction of the Secretary or person authorized to call the meeting to each member entitled to vote at such meeting and each other member entitled to notice pursuant to the Articles of Incorporation or applicable law. Said notice shall state the date, time and place of the meeting and shall be given not less than fifteen (15) nor more than sixty (60) days before the date thereof by mailing a copy of said notice, postage prepaid, to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice or sent by electronic means, including by electronic mail over the Internet, to an electronic mailing address designated in writing by the lot owner. In the case of a special meeting, the notice of meeting shall specifically state the purpose or purposes for which the meeting is called. In the case of an annual meeting, the notice of meeting need not specifically state the purpose or purposes thereof or the business to be transacted thereat unless such statement is expressly required by the provisions of these Bylaws or by applicable law.

A member may waive notice of a meeting by doing so in writing by document signed by the member either before, at or after the meeting. A member's attendance at a meeting constitutes a waiver by such member of objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

**Section 5. Record Date.** For the purpose of determining members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or in order to make a determination of members for any other proper purpose, the Board of Directors may fix in advance a date as the record date for one or more voting groups for any such determination of members, such record date in any case to be not more than seventy (70) days immediately preceding the date of the meeting or the date on which the particular action, requiring such determination of members, is to be taken.

If no record date is fixed for the determination of members entitled to notice of or to vote at a meeting of members, the close of business on the day before the date on which notice of the meeting is first mailed to members shall be the record date for such determination of members.

A determination of members entitled to notice of or to vote at a members' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

**Section 6. Members' List.** Not later than two (2) business days after the date notice of a meeting of members is first given, the Secretary or other officer or person having charge of the books of the Association shall prepare a list of the members entitled to notice of such meeting, with the address of each, arranged by voting group (and by class or series of shares within each voting group). The list shall be available for inspection by any member upon request at any reasonable time with reasonable notice. This list shall also be produced and kept open at the time and place of the meeting and shall be subject to inspection by any member during the whole time of the meeting and any adjournment thereof.

**Section 7. Quorum.** The presence at the meeting of members entitled to cast votes, or of proxies entitled to cast, thirty percent (30%) of the votes of the Association, shall constitute a

quorum at all meetings of members for purposes of acting on any matter for which action by the membership is required. If there is no quorum present or represented at the meeting of members, then a second meeting may be called subject to the same proper notice at which there shall be no quorum requirement for such meeting to be held. At any second meeting so called, any business may be transacted which might have been transacted at the original meeting.

Once a member share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment thereof unless a new record date is or must be set for that adjourned meeting.

**Section 8. Organization.** Each meeting of members shall be presided over by the President of the Association, or, in the absence or at the request of the President, by such other officer as the President or the Board of Directors may designate, or in their absence and in the absence of such designation, by any person selected to preside by plurality vote of the members represented and entitled to vote at the meeting, with each member having the same number of votes to which the member would be entitled on any other matter on which all members represented and entitled to vote at the meeting would be entitled to vote. The Secretary, or in the absence or at the request of the Secretary, any person designated by the person presiding at the meeting, shall act as secretary of the meeting.

**Section 9. Voting of Members.** Except as otherwise provided in the Articles of Incorporation of the Association, each member shall have the number of votes as set forth in the Declaration. A member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease when the lot owner granting the proxy conveys his or her lot.

**Section 10. Action Without Meeting.** Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if one or more written consents, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting, whether before or after the action so taken, and delivered to the Association to be included in the corporate minute book or filed with the corporate record. Such consent has the same effect as a meeting vote and may be described as such in any document.

**Section 11. Ballots by Mail.** While authorized by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association, a statement of certain motions to be introduced for the vote of the members and a ballot on which each member may vote for or against such motions. Each ballot presented at such meeting shall be counted in calculating the quorum requirements for the meeting to be held, but shall not be counted for determining whether a quorum is present for any other matter of business.

## **ARTICLE V BOARD OF DIRECTORS**

**Section 1. General Powers.** The business and affairs of the Association shall be managed by the Board of Directors or by such Executive Committees as the Board may establish pursuant to these Bylaws.

**Section 2. Members and Terms.** The Board of Directors shall consist of not less than five (5) Directors at least three (3) of whom must be members of the Association. The two (2) initial Directors named in the Articles of Incorporation at the organizational meeting shall elect the initial full Board of Directors and determine their original term. Two (2) of the initial directors shall serve a term of one (1) year, two (2) of the initial Directors shall serve a term of

two (2) years and one of the initial Directors shall serve a term of three (3) years. Beginning with the third annual Meeting of Directors and at each annual Meeting of Directors thereafter, Directors shall be elected for a term of three (3) years, as the case may be, to succeed those whose terms expire pursuant to the provisions hereof. Therefore, no Directors shall be elected at the first and second annual Meeting of Directors except as may be necessary to increase the total number of Directors in each of said groups.

**Section 3. Election.** The two (2) initial Directors named in the Articles of Incorporation at the organizational meeting shall elect the initial full Board of Directors and shall determine their original term. Directors shall be elected at annual meetings and such election shall be by secret written ballot. At such election, the voting members or their proxies may cast one (1) vote for each vacancy. The persons receiving the highest number of votes shall be deemed elected. Cumulative voting is not permitted.

**Section 4. Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee and may also be made from the floor at any annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make such nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

**Section 5. Vacancies.** Directors may be removed from office with or without cause by a vote of a majority of the Directors. A vacancy occurring in the Board of Directors may be filled by a majority of the remaining Directors, though less than a quorum, and the Director so elected shall serve the unexpired term of the Director replaced thereby, unless the unexpired term is more than one year, in which instance a successor Director shall be elected at the next annual meeting to fill the unexpired term.

**Section 6. Chairman.** There shall be a Chairman of the Board of Directors elected by the Directors from their number at the organizational meeting of the Board. The President shall preside at all meetings of the Board of Directors thereafter and perform such other duties as may be directed by the Board.

**Section 7. Regular Meetings.** Regular meetings of the Board of Directors shall be held at least quarterly, without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

**Section 8. Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons calling a special meeting of the Board of Directors shall, at least three (3) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called.

**Section 9. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act done or decision made by a majority of the Directors

present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

**Section 10. Informal Action by Directors.** Action taken by a majority of the Directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all the Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

**Section 11. Compensation.** No Director shall receive compensation for any service he may render to the Association in his capacity as Director. However, any Director shall be reimbursed for his or her actual expenses incurred in the performance of his or her duties; provided, however, the Board may employ a Director to manage the affairs of the Association, and may pay the Director for his services as manager.

## **ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members, guests, and tenants thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice of hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations; but provided, however, that the right of an owner to ingress to and egress from his lot shall not be impaired;

(c) adopt and publish rules and regulations governing the rental of lots including acceptable lease forms, and the conduct of tenants, including, in their discretion, reasonable limitations on number of occupants in leased lots;

(d) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Articles of Incorporation;

(e) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(f) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(g) employ attorneys, accountants or other professional personnel to represent and assist the Association when deemed necessary;

(h) enter into contracts with others to provide necessary supplies and services to the project;

(i) to bring an action in summary ejection on behalf of any owner whose lessee is in violation of any of the aforesaid rules and regulations, the Declaration, or these By-Laws.

(j) to adopt policies, and rules and regulations to implement policies, relating to rental by owners of homes in the subdivision to non owners, either by owners directly or by rental agents, and the use of the common facilities by non owners, including but not limited to, the regulation of pets, trash pickup, access to common areas, the number of occupants of a home in

the subdivision, the number of vehicles permitted to be parked and where such vehicles may be parked, the hours of use of the pool (or other common facilities), the number of pool guests allowed who are non owners, the establishment of fees payable by owners or non owners to offset the cost of providing pool, parking or other passes or identification for non owners, or other administrative costs associated with non owners.

(k) all members of the Board of Directors may exercise all of the powers set forth herein.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the members entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) to fix the amount of assessment and the manner of payment thereof against each member to send written notice of any change in assessment or manner of payment of same to every owner subject thereto at least thirty (30) days in advance of such assessment payment period;

(d) foreclose the lien, and sell, under a power of sale and in the manner prescribed by law for foreclosures with powers of sale, any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner obligated to pay the same;

(e) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(f) procure and maintain adequate liability insurance covering members' liability for the common area and facilities and to procure and maintain adequate hazard insurance on all the real property owned by the Association;

(g) act as insurance trustees in the collection and disbursement of hazard insurance proceeds;

(h) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(i) maintain or cause to be maintained the common area and facilities and the exterior of the Lot(s), in accordance with the terms of the Declaration;

(j) to establish the Fiscal year of the Association.

## **ARTICLE VII COMMITTEES**

**Section 1. Generally.** The Board of Directors may create such committees as are necessary from time to time to assist the Board of Directors.

**Section 2. Nominating Committee.** A nominating committee shall be established which shall consist of a member of the Board of Directors and two or more members of the Association. The purpose of the Nominating Committee shall be to assist the Board of Directors in researching candidates to serve as Directors and Officers of the Association. The Nominating Committee

shall make such nominations for election to the Board of Directors and election of Officers as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Members of the nominating committee shall serve until their function of assisting with said nominations have been completed.

## **ARTICLE VIII OFFICERS**

**Section 1. Officers.** The officers of the Association shall consist of President, Vice-President, Secretary, Treasurer, and other officers as the Board of Directors may from time to time elect. Any two or more offices may be held by the same person, except the office of President, Vice-President and Secretary.

**Section 2. Election.** Officers shall be elected by the Board of Directors at the first meeting of the Board following each annual meeting of the members. The nominating committee will assist the Board in researching for suitable candidates. It is not required that a candidate for an officer of the Association be a current member of the Board of Directors.

**Section 3. Term.** The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving notice to the Board, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 5. Vacancy.** Any vacancy occurring shall be filled by the Board of Directors at a special meeting duly called for such purpose. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

**Section 6. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

**Section 7. Duties.** The duties of the officers are as follows:

**a. President.** The President shall preside at all meetings of the Board of Directors and shall serve as Chairman at all meeting of the members. The President shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

**b. Vice-President.** The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of that office. In addition, they shall perform such other duties and have such other powers as the Board of Directors shall prescribe.

**c. Secretary.** The Secretary shall keep accurate records of the acts and proceedings of all meetings of members and directors, shall record the votes at all meetings, shall give all notices required by law and by these Bylaws, shall have general charge of the corporate books and records and of the corporate seal, shall affix the corporate seal to any lawfully executed instrument requiring it, shall keep current records showing the members of the



Association together with their addresses and shall perform such other duties as may be required by the Board.

**d. Treasurer.** The Treasurer shall have custody of all funds and securities belonging to the Association and shall receive, deposit or disburse the same under the direction of the Board of Directors, shall keep full and accurate accounts of the finances of the Association in books especially provided for that purpose, shall prepare an annual budget and a statement of income and expenditures which shall be mailed to the membership at least fifteen (15) days but not more than forty-five (45) days prior to an annual meeting. Said budget and statement of income and expenses may be sent with the notice of the annual meeting providing it complies with the time constraints set forth herein. The Treasurer shall, in general, perform all duties incident to his office and such other duties as may be assigned to him from time to time by the President or by the Board of Directors.

## **ARTICLE IX CONTRACTS, LOANS, CHECKS, DEPOSITS**

**Section 1. Contracts.** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument on behalf of the Association, and such authority may be general or confined to specific instances.

**Section 2. Loans.** No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors and approved by the membership. Such authority may be general or confined to specific instances.

**Section 3. Checks and Drafts.** All checks, drafts or other orders for the payment of money issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

**Section 4. Deposits.** All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such depositories as the Board of Directors shall direct.

## **ARTICLE X BOOKS AND RECORDS**

The Association is required to keep records of the following for a minimum of three (3) years: (I) its governing documents (i.e., Association documents, rules and regulations and design standards); (ii) its actions (board resolutions, meeting minutes, etc.); (iii) its financial condition (receipts and expenditures affecting the finances, operation and administration of the Association, budget, financial statements, etc). The Association documents and all books and records kept on behalf of the Association are available for examination and copying by a member or such member's authorized agent during business hours and upon reasonable notice to the Association and for a reasonable charge, except for privileged or confidential information.

## **ARTICLE XI ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association such sums as are assessed against the members under the terms of said Declaration, which assessments are secured by a continuing lien upon the property against which the

assessment is made. Any assessments which are not paid when due shall be deemed delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law, and the Association may bring an action at law against the property owner personally obliged to pay the same or foreclose the lien against the property, with costs of such action, including reasonable attorney's fees, to be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his or her Lot.

## **ARTICLE XII COMPLIANCE, ENFORCEMENT, FINES AND PENALTIES**

**Section 1. Default and Remedies.** (a) A default in or failure to comply with any of the terms, conditions, obligations, and provisions of the Declaration, these Bylaws, the Articles, or the rules and regulations, as the same may be amended from time to time, by any Lot Owner or Occupant, shall be grounds for relief that may include, without intending to limit the same or to constitute an election of remedies, an action to recover fines and penalties as set in these Bylaws, sums due for damages, an injunction, or any combination thereof, and which relief may be sought by the Association, an aggrieved Lot Owner, or by any person or class of persons adversely affected. Also, if any member fails to perform any obligation under the Declaration, these Bylaws, the Articles or such rules and regulations, then the Association may, but is not obligated to, perform the same for the member's account, and for such purpose may enter upon his Lot, may make necessary repairs, advance expenses or other sums necessary to cure the default, and for such expenses and costs may collect all such sums against the Lot owned by such defaulting member.

(b) The association also shall be entitled to suspend the rights of a defaulting Lot Owner to vote as a member of the Association until the default is cured and may suspend the voting rights of and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice of hearing as hereinafter set forth, for a period not to exceed sixty (60) days for infraction of published rules and regulations; but provided, however, that the right of an owner to ingress to and egress from his lot shall not be impaired;

**Section 2. Remedy of Abatement in Additional to Other Remedies.** In the event a member fails to effect the cure specified by the Board where the default is a structure, thing, or condition existing in or on the premises of the member's Lot, the Board, or its duly authorized representative, shall have the right to enter upon the premises of the member's Lot in which, on which, or as to which, such default exists, and summarily to abate and remove, at the defaulting member's expense (and collect the costs as if an assessment), the structure, thing, or condition constituting the default, and the Board, the Association, and their agents, employees, and representatives shall not thereby be deemed guilty of any manner of trespass.

**Section 3. Injunction.** Any person, class of persons or the Association is entitled to seek relief for any such default or failure and may obtain a temporary restraining order, injunction or similar relief, without first using the procedure established herein, if such default or failure creates an emergency or a situation dangerous to persons or property.

**Section 4. Procedures for fines and suspension of planned community privileges or services.** Prior to the implementation of any fine, or the suspension of voting rights for the infraction of the Declaration, By Laws or Rules and Regulations, a hearing pursuant to the

following procedure shall be undertaken.

A hearing shall be held in compliance with NCGS 47F-3-107.1 before the Board of Directors or an adjudicatory panel appointed by the Board of Directors to determine if any lot owner should be fined or if planned community privileges or services should be suspended pursuant to the powers granted to the association in G.S. 47F-3-102(11) and (12). Any adjudicatory panel appointed by the Board of Directors shall be composed of members of the association who are not officers of the association or members of the Board of Directors. The lot owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$10.00) may be imposed for the violation and without further hearing, for each day more than five days after the decision that the violation occurs. Such fines shall be assessments secured by liens under G.S. 47F-3-116. If it is decided that a suspension of planned community privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured. The lot owner may appeal the decision of an adjudicatory panel to the full Board of Directors by delivering written notice of appeal to the Board of Directors within fifteen (15) days after the date of the decision. The Board of Directors may affirm, vacate, or modify the prior decision of the adjudicatory body.

**Section 5. Recover of Attorneys' Fees and Costs.** In any proceeding arising because of an alleged default by a member, the person, class of persons or Association bringing an action against an alleged defaulting member shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees and costs as may be allowed by the Court, with interest thereon at the highest rate allowed by law.

**Section 6. Nonwaiver of Covenants.** The failure of the Association or of any member thereof to enforce any terms, provision, right, covenants or condition that may be granted by the Declaration, these Bylaws, the Articles, the rules and regulations, as the same may from time to time be amended, shall not constitute a waiver or abrogation of the right of the Association or a member to enforce such term, provision, right, covenants, or condition in the future, irrespective of the number of violations or breaches thereof that may have occurred.

**Section 7. Costs and Fines Enforced as Assessment Liens.** Any fine, costs or expenses hereunder shall be enforced as if an assessment lien.

### **ARTICLE XIII GENERAL PROVISIONS**

**Section 1. Seal.** The corporate seal of the Association shall be such seal, as impressed on the margin hereof, is hereby adopted as the corporate seal of the Association.

**Section 2. Fiscal Year.** Unless otherwise ordered by the Board of Directors, the fiscal year of the Association shall be from January 1 to December 31.

**Section 3. Amendments.** These Bylaws may be amended at any regular meeting or at a special meeting of the members, providing that notice of such special meeting shall state the content of such amendment, by a vote of two-thirds (2/3) of all votes entitled to vote.

**Section 4. Conflict.** In the event of a conflict between the Declaration and these Bylaws,

the Declaration shall control.

The foregoing were adopted as the Bylaws of the Association, a non-profit corporation under the laws of the State of North Carolina, at the first meeting of the Incorporators on

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Robert Perry,  
Chairman and Incorporator

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Secretary