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**Book** \_\_\_\_\_ **Page** \_\_\_\_\_

Register of Deeds

Joyce Swicegood  
Pender County, North Carolina

**State of North Carolina  
County of Pender**

**Amendment to Declaration of Covenants,  
Conditions, and Restrictions of Olde Point  
Villas Phase I**

**This amendment to Declaration**, made the \_\_\_\_ day of \_\_\_\_\_ 1996, by Olde Point Villas, Inc., a North Carolina non-profit corporation, hereinafter referred to as the Association; together with the undersigned **Owners** of Lots in Olde Point Villas Phase I constituting not less than 60 percent thereof.

WITNESSETH:

Whereas, the Association and the Owners are the Owners of certain property in Topsail Township, Pender County, North Carolina, described as follows:

Being all of Olde Point Villas as shown on a map thereof recorded in Map Book 19 Page 67 and Map Book 19 Page 90 in the Office of the Register of Deeds of Pender County, North Carolina, to which map reference is hereby made for a more particular description.

Whereas, Declarant heretofore executed and caused to be recorded in Book 601 Page 110 of the Pender County Registry a Declaration of Covenants, Conditions, and Restrictions of Olde Point Villas as further amended by amendments recorded in Book 715 Page 294 of said Registry; and book 1176 Page 059 of said Registry.

Whereas, the Association and Owners now desire to amend the restrictive covenants by way of this document with said amendment to be binding upon all thirty-eight (38) Lots comprising the Association and to supersede the prior Declarations recorded in Book 601 Page 110 and Book 715 Page 294, and book 1176 Page 059 of the Pender County Registry, so that all Covenants are contained in one document.

**Now, therefore**, the Association hereby declares that all of the Properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of said property, and which shall run with the real property and be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

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**BY-LAWS for Olde Point Villas Phase 1..... 17-37**

## 1. ARTICLE I: DEFINITIONS

### 1.1 Association

Association shall mean and refer to Olde Point Villas, Inc., its successors, and assigns, the membership of which is made up of Lot Owners.

### 1.2 Owner

Owner shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to a Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

### 1.3 Properties

Properties shall mean and refer to that of certain real property hereinbefore described, inclusive of roofs, outside walls, decks, fences, outside lighting, interior walls, and wiring and plumbing contained in said walls. Also included are floor coverings, cabinets, major appliances, kitchen and bathroom fixtures permanently attached to the structure, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

### 1.4 Common Areas

Common Areas shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Areas owned by the Association is described as follows:

Being all of the area shown and designated as Common Area on the map of Olde Point Villas recorded in Map Book 19 Page 67 and Map Book 19 Page 90 of the Pender County Registry; the said Common Areas being further described as being all of the areas shown on the aforesaid map of Olde Point Villas, including the private roads known as Egret Court and Sandpiper Lane, with the exception of thirty eight (38) numbered Lots as designated 101 through 125 and 301 through 349, inclusive, as shown on said maps, and subject to the right of way of Egret Court, Sandpiper Lane, Ravenswood Drive, and Country Club Road (also known as State Road 1565).

### 1.5 Lot

Lot shall mean and refer to any of the thirty eight (38) numbered lots designated as Lots 101 through 125 and 301 through 349, inclusive, as shown on the maps of Olde Point Villas recorded in the aforesaid Pender County Registry together with the structure or dwelling thereon, inclusive of garages, which may be separately referred to as a "townhouse."

### 1.6 Declarant

Declarant shall mean and refer to Olde Point Development Inc., a North Carolina corporation, its successors and assigns, as the original Declarant of the original set of restrictions recorded in Book 601 Page 110 of the Pender County Registry, as amended.

### 1.7 Declaration

Declaration shall mean this instrument as it may be amended or supplemented from time to time.

## 1.8 Eligible Mortgage Holders/Eligible Holders

Eligible Mortgage Holder or Eligible Holder is defined as a holder of a first mortgage or lien on a Lot and is bound to covenants, By-Laws, and amendments of the Association.

## 1.9 Mortgagee

Mortgagee shall mean a beneficiary under a mortgage or deed of trust.

## 1.10 Board of Directors

Board of Directors shall mean the group of members of the Association duly elected as Directors by the Association for the purpose of managing the property and business of the Association.

## 1.11 Quorum

Greater than fifty percent (50%) of the total number of voting members of the Association present in person or represented by written proxy, shall be requisite to and shall constitute a Quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute or by this Declaration.

## 2. ARTICLE II: PROPERTY RIGHTS

### 2.1 Owner's Easements of Enjoyment

Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- b. The right of the Association to limit the number of guests of members;
- c. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner, their guest, or renter for any period during which any assessment against their Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;
- d. The right of the Association to dedicate or transfer all or part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the majority of members. No such dedication or transfer shall be effective unless an instrument signed by a majority of Owners agreeing to such dedication or transfer has been recorded;
- e. The right of the Association to impose regulations for the use and enjoyment of the Common Areas and improvements thereon, which regulations may further restrict the use of Common Areas.

### 2.2 Delegation of Use

Any Owner may delegate, in accordance with the By-Laws, their right of enjoyment to the Common Areas to the members of their family, tenants, or contract purchasers who reside on the property.

### 3. ARTICLE III: EASEMENTS

#### 3.1 Utilities and Drainage

Easements are reserved as necessary in the Common Areas for installation and maintenance of underground utilities and drainage facilities. Each Lot and all Common Areas are subject to an easement for the repair, maintenance, expansion, reduction, inspection, removal, relocation, or other service of or to all gas, electricity, television, telephone, water, plumbing, sewer, utility, and drainage, whether or not the cause of any or all of those activities originates on the Lot in which the work must be performed.

#### 3.2 Unobstructed Access

The Association, acting through its officers, agents, servants, and/or employees, shall have the right of unobstructed access, at all reasonable times, to all Properties as may be reasonably necessary to perform the exterior maintenance called for in Article IX of this Declaration.

#### 3.3 Overhanging Eaves and Other Cantilevered Construction

Easements are reserved over those portions of the Common Areas that may be necessary or required to accommodate overhanging eaves or other cantilevered construction which may encroach upon the Common Areas or the air and light space above such Common Areas.

#### 3.4 Encroachments

Each Lot, and the property included in the Common Areas, shall be subject to an easement for encroachments created by construction, settling, and overhangs for all buildings constructed thereon. A valid easement for said encroachments and for the maintenance of same, so long as such encroachments naturally stand, shall and does exist. In the event that any structure containing two or more townhouses is partially or totally destroyed and then rebuilt, the Owners of the townhouses so affected agree that minor encroachments of parts of the adjacent townhouse or Common Areas due to construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

#### 3.5 Ingress and Egress

Ingress and egress are reserved for pedestrian traffic over, through, and across sidewalks, paths, walks, and lanes as the same from time to time may exist upon the Common Areas and, for vehicular traffic over, through, and across all streets as from time to time may be paved and intended for such purposes, for all Owners in Olde Point Villas Phase I, their guests, families, invitees, and lessees, as well as the Association.

#### 3.6 Emergency Services

An easement is hereby granted to all police, fire protection, ambulance, and all similar persons, companies, or agencies performing emergency services to enter upon the Lots and Common Areas in the performance of their duties.

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### 3.7 Right of Entry

In case of any emergency originating in or threatening any Lot, improvement on a Lot, or the Common Areas regardless of whether the Owners are present at the time of such emergency, the Board of Directors, or any other person authorized by the Board, shall have the right to enter any Lot for the purpose of remedying or abating the causes of such emergency and making any other necessary repairs not performed by the Owners. Such right of entry shall be immediate.

### 3.8 Appurtenance

All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors, and assigns, and any Owner, purchaser, Mortgagee, and other person having an interest in said land, or any part or portion thereof, regardless of whether or not reference to said easement is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration.

## 4. ARTICLE IV: MEMBERSHIP AND VOTING RIGHTS

### 4.1 Membership

Every Owner of a Lot which is subject to assessment 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.

### 4.2 Right to Vote

Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

## 5. ARTICLE V: COVENANTS FOR ASSESSMENTS

### 5.1 Creation of Lien and Personal Obligation

Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following items:

- a. Annual assessments or charges;
- b. Assessment for damage by fire, or other casualty, and for bodily injury or property damage occurring on Common Areas not covered by the Association's insurance policy;
- c. Assessment for exterior maintenance, repair, or replacement caused through a willful or negligent act of the Owner, his/her family, guests, or invitees;
- d. Special assessments for capital improvements, such as assessments to be established and collected as hereinafter provided; and
- e. Assessments for the pro rata share of ad valorem taxes levied against the Common Areas by the appropriate governmental taxing authority or assessments for public improvements to the Common Areas if the Association shall default in the payment

therefore for a period of six (6) months, all as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, if not paid by the due date, shall be a charge on the Lot and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by the new Owner.

## 5.2 Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvements and maintenance of the Common Areas and of the townhouses situated upon the Properties.

## 5.3 Increases in Annual Assessment

The maximum annual assessment may be increased each year by the Association's Board of Directors not more than five percent (5%) above the maximum assessment for the previous year without a majority vote of the membership, counting one vote per Lot.

The maximum annual assessment may be increased above five percent (5%) by a majority vote of members who are voting in person or by proxy, at a meeting duly called for this purpose, and who constitute a Quorum of all members as provided herein, counting one vote per Lot.

## 5.4 Special Assessments

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, or improvement upon the Common Areas including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the majority of members who are voting in person or by proxy at a meeting duly called for this purpose, and who constitute a Quorum of all members as provided herein, counting one vote per Lot.

## 5.5 Emergency expenditures

1. Upon agreement of 51% of the Board of Directors, the board shall have the authority to expend up to \$5,000.00 from the Association Building Reserve Funds on any emergency expenditure without the prior consent of the Association or the necessity of quorum to approve such expenditures.
2. The Board of Directors shall determine that the emergency expenditure is reasonably required to protect the association properties or improvements impacted in the case of an emergency need to maintain, repair any Common Property or improvement located thereon. As example, storm impact damage could constitute such emergency.

In such an event the Board shall notify the homeowners within five (5) working days or as promptly as possible after the determination of said expenditure, and the action shall be binding as though ratified by the requisite vote of the homeowners.

If such emergency occurs and expenditure is made from the Building Reserve Funds the members of the Association shall evaluate the need to replenish the Building Reserve Fund at their next Annual Meeting.



## 5.6 Notice and Quorum

Written notice of any meeting called for the purpose of taking any action authorized under Article V (Sections 5.3 and 5.4) shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. A Quorum shall be reached if greater than fifty percent (50%) of the voting members are represented at a meeting. If, however, at the first such meeting called, a Quorum shall not be achieved, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a Quorum shall be present or represented.

At such adjourned meeting at which the Quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called. If adjournment extends past thirty (30) days, notice of the date on which the adjourned meeting is to be reconvened shall be given as herein provided for regular meetings.

## 5.7 Uniform Rate

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, subject to the following exceptions. If the Association's costs or other expenses (e.g., insurance, re-roofing) should be increased due to the addition of a porch to any of the thirty eight (38) townhouses in Olde Point Villas Phase I, then an assessment for such increase shall be levied equally upon each Lot having a townhouse with said porch. In addition, a uniform rate of assessment shall not be applicable if exterior maintenance, repair, or replacement is caused through the willful or negligent act of an Owner, his/her family, guests, or invitees.

## 5.8 Payment of Assessments

The Association shall fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Due dates shall be established by the Board of Directors. The Board of Directors shall have the authority to require the assessments to be paid in pro rata monthly installments. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

## 5.9 Effect of Nonpayment and Remedy

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at such rate as determined by the Board of Directors but not exceeding the maximum rate (per annum) allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his/her Lot. All unpaid installment payments of assessments shall become immediately due and payable if an owner fails to pay any installment within the time permitted. Upon the assessment becoming due, the Association may also establish and collect late fees for delinquent installments.

## 5.10 Subordination of Lien

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments

thereafter becoming due or from the lien thereof.

## 5.11 Insurance

It shall be the duty of the Association to maintain in effect casualty and liability insurance.

### 5.11.1 Insurance Coverages

All insurance policies upon the Properties (except personal property within a townhouse) shall be secured by the Board of Directors or its designee on behalf of the Association with full authority, which shall obtain such insurance against

- a. loss or damage by fire or other hazards normally insured against, and
- b. such other risks, including public liability insurance, as from time to time shall be customarily required by private institutional mortgage lenders for projects similar in construction, location and use as the Properties and the improvements thereon all under such terms and conditions as the responsible authority shall determine.
- c. However, such liability coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insured for property damage, bodily injuries, and deaths of persons in connection with the operation, or maintenance or use of the Common Areas and legal liability arising out of lawsuits relating to employment contracts of the Association.

### 5.11.2 Premiums

All insurance policy premiums on the property for the benefit of the Association purchased by the Board of Directors or its designee shall be a common expense, and the Association shall levy against each Owner equally, in accordance with this Article V (Section 5.6).

### 5.11.3 Policies

All insurance policies purchased by the Board of Directors shall be with a company or companies permitted to do business in the State of North Carolina and holding a rating of "A" or better by the current issue of any industry standard reporting agency. All insurance policies shall be written for the benefit of the Board of Directors and the Owners and their Mortgagees as their respective interests may appear, and shall provide that all proceeds thereof shall be payable to the Board of Directors. Duplicates of said Insurance Policies shall be obtained and issued by the Association to each Owner or Mortgagee, if any, upon request of such Owner or Mortgagee at any time.

### 5.11.4 Distributions

Proceeds of insurance policies shall be distributed to or for the benefit of the Owners in the following manner:

- a. Expenses of Trust: All reasonable expenses of the insurance trustee shall be first paid or provision made thereafter.
- b. Reconstruction or Repair: The remaining proceeds shall be used to defray the cost of repairs for the damage or reconstruction for which the proceeds are paid. At the option of the Board, any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners, including lien holders of record, or retained by the Association for such common expenses or purposes as the Board shall determine.

### 5.11.5 Deductibles

The deductible on each insurance claim for the repair or replacement relating to such claim made on a policy paid for as a common expense will also be paid as a common expense unless the damages claimed are determined by the Board of Directors, or a court of law, to be as a direct result of negligence or intentional damage by the owner, the owner's family, the owner's guests or the owner's tenant(s). In that event, the Owner shall be responsible for such damages or repairs as suffered by the Association, its members and the Board of Directors.

## 6. ARTICLE VI: RIGHTS OF ELIGIBLE MORTGAGE HOLDERS

To the extent permitted by law, an eligible mortgage holder, upon written request to the Association, identifying the name and address of the holder, will be entitled to timely written notice of:

- a. Any condemnation, loss, or casualty loss which affects a material portion of any Lot or any Lots on which there is a mortgage held by such eligible mortgage holder.
- b. Any delinquency in payment of assessments or charges owed by an Owner of the Lot subject to a first mortgage held by such eligible mortgage holder, which remains uncured for a period of sixty (60) days.
- c. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.
- d. Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders.

## 7. ARTICLE VII: RENTAL AGREEMENTS

The Board shall have authority to require any Owner desiring to rent his/her townhouse to submit to the Board of Directors for approval, a copy of the proposed rental agreement to be used by such Owner, together with such other information as the Board may reasonably require. In addition to the following, the Board may require, as a condition of approval, that all rental agreements incorporate such standard procedures as may be required to minimize problems of security, maintenance, quality, and operation of the Common Areas:

- a. For any lot not Owner occupied, pets shall not be allowed except where the pet is a service animal required by the prospective tenant and documentation is submitted to the Board of Directors for approval prior to rental of the unit. Tenants under lease upon adoption of these rules may retain pets in excess of the allowed 3 until such time as pets are affected by attrition. Excess pets may not be replaced after that time. Violations will be considered a nuisance and maintenance problem of the Common Areas. Fines may be imposed upon the Owner.
- b. No Owner shall enter into rental agreements of any unit for periods of less than one year unless otherwise approved by the Board of Directors.
- c. All adults over 18 occupying the lot shall be signatories on the lease and the lease shall conform to the Residential purposes of a single family dwelling.
- d. Owners of any lot that is rented must provide a copy of the Summary of Covenants and Bylaws at or before the time that any lease agreement is entered into. Documents can be provided by the Association's management agent. Owner and tenant must sign attestation that this document has been reviewed and attestation will be recorded with the Association's agent.

Neither the Association nor the Board shall have, or attempt to impose as a condition of approval, any control over the commission schedule or fees charged by any rental agent, or the permissible period of rental, all of which shall be for the sole determination of the rental agent and any Owner selecting such agent. Each Owner shall have the absolute right to enter into any direct rental, lease, or sales arrangement with renters, lessees, and purchasers which

shall be consistent with this Declaration, the By-Laws of the Association and such other regulations as may from time to time be promulgated by the Association and/or Board. Nothing herein shall be construed as creating or authorizing any rental pooling or as requiring If any court of law or governmental regulatory body having appropriate jurisdiction or approved legal counsel to the Association determines that any portion of this provision is unlawful or would require registration of the offering of any Lot as a security, then such portion of this provision shall be invalid until such requirement is eliminated.

## 8. ARTICLE VIII: ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, location in relation to surrounding structures and topography by the Board of Directors. Plans and specifications for architectural change must be accompanied by written assurance that

- a. The Owner will comply with Article X of this Declaration in its entirety.

### 8.1 Exterior Colors

All exterior painted /paintable surfaces including exterior building walls, trim, decks, porches and fences may only be painted in the approved color designated by the Association and on file with the Association's management agent and at the Association preferred paint store.

### 8.2 Lot Changes

Any structural changes to interior or exterior of the building and any structural modifications to the exterior of any units courtyard or lot including, but not limited to, the planting of any trees within a courtyard lot must be submitted to the association on an architectural change form and approved by the majority of the Board of Directors prior to beginning any work.

### 8.3 Common Area Changes

Proposed changes to the common area outside the courtyard adjacent to the fence including, but not limited to, adding or removing trees must be submitted to the association on an architectural change form and approved by the majority of the Board of Directors prior to beginning any work.

An affirmative vote by the majority (51%) of the Board of Directors shall be required for approval. In the event said Board fails to approve or disapprove such design and location within forty-five (45) days after said plans, specifications, and other required documents have been submitted to it, approval will not be required and this Article shall be deemed in full compliance.

## 9. ARTICLE IX: EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Areas, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: exterior paint, repair, replace and care of all roofs, gutters, downspouts, exterior building surfaces, replacement of rotten deck and porch flooring boards, original rails/banisters, steps, fence rails and other exterior improvements. Such exterior maintenance shall not include:

- a. Glass surfaces relating to doors and windows including interior or exterior damage related to glass surfaces.
- b. Items not part of the original construction of the townhouses or items not subsequently installed/constructed on behalf of the Association, except as specifically accepted by the Association in compliance with Article VIII of this Declaration except porch screening.

- c. Trees, shrubs, grass, and walks inside of the fenced courtyards adjacent to each townhouse.
- d. Heating/air conditioning units
- e. Staining Rear Deck, front Porch and Fences. Decks, porches and fences may only be painted in the approved color designated by the Association and on file with the Association management agent and at the Association preferred paint store. The Association will furnish the stain which can be obtained with Association approval through the Association preferred paint store.

The cost of exterior maintenance, replacement, and repair shall be added to and become part of the assessment to which a Lot is subject in the event that

- a. The need for maintenance, repair, or replacement is caused through the willful or negligent act of the Owner, his/her family, guests, invitees, or tenants.
- b. The need for maintenance, repair, or replacement is caused by fire, lightning, wind storm, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, vehicles, or smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage Insurance Policies.

## 10. ARTICLE X: PARTY WALLS

### 10.1 General Rules of Law

Each wall which is built as a part of the original construction of the townhouses upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

### 10.2 Sharing of Repair and Maintenance

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

### 10.3 Destruction by Fire or Other Casualty

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule regarding liability for negligent or willful acts or omission.

### 10.4 Weatherproofing

Notwithstanding any other provision of this Article, an Owner who by his/her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such element.

### 10.5 Right to Contribution Runs With Land

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

### 10.6 Arbitration

In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## 11. ARTICLE XI: TRANSFER OF LOT

### 11.1 Right of First Refusal

Except as hereinafter provided with respect to inter-family transfers, should any Owner of a Lot desire to sell or lease such Lot, the Association shall have and is hereby given and granted the right of first refusal to lease or purchase such Lot as the case may be, and no Owner shall lease or sell the same to any party without first giving the Association written notice of such lease or sale, advising the Association of the name and address of the person, firm, or corporation making the highest bona fide offer as well as the amount and terms of such offer. The Association shall have thirty (30) days after receipt of such notice within which to exercise its option to lease or purchase said Lot. Should the Board fail or refuse within thirty (30) days after receipt of the written notice from an Owner to exercise its option, the Lot may then be sold or leased at the price or rental not less than that for which it was offered to the Association. Any sale or lease of any Lot by the Owner to the person, firm, or corporation making such offer shall be subject to all the terms, covenants, limitations, and provisions of this Declaration.

### 11.2 Inter-Family Transfer

An Owner may give, devise, or bequeath his/her interest in any Lot to a spouse, parent, or any lineal descendant, including adopted children, or to a corporation, partnership, or trust (not created for the purpose of avoiding the right of first refusal herein set forth) of which all interest in said entity is more than eighty percent (80%) owned by such Lot Owner, spouse, or lineal descendants, without prior written consent of the Association.

## 12. ARTICLE XII: ANNEXATION OF ADDITIONAL PROPERTIES

Except as provided for in the paragraph below, annexation of additional property shall require a majority vote of a Quorum of the members at a meeting duly called for this purpose. Written notice of such a meeting shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

If the Declarant, its successors, or assigns shall decide to develop additional lands in any area within a one mile radius of the lands described in the preambles herein, such additional lands may be annexed to said Properties without the assent of the majority of members, provided that the development of the additional lands described in this section shall be in accordance with the same general scheme of the development as Olde Point Villas Phase I.

## 13. ARTICLE XIII: USE RESTRICTIONS

**Use restrictions are described in the By-Laws for the Association** (Article 9.0-9.12), pages 29-32. These rules and regulations shall govern the use of the facilities and Properties of the Association and the conduct of all members, their assignees, lessees, and guests. In addition to these provisions, the Board of Directors may make modifications to the rules and regulations in accordance with Article III of the By-Laws (Section 3.5).

## 14 ARTICLE XIV: GENERAL PROVISIONS

### 14.1 Enforcement

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges or violation fines and interest now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any

covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### 14.2 Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

#### 14.3 Subjectability of Declaration

All present and future Owners, tenants, and occupants of Lots and their guests or invitees, shall be subject to, and shall comply with the provisions of this Declaration, as may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such Owner, tenant, or occupant. The covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any Lot as though such provisions were Made a part of each and every deed of conveyance or lease.

#### 14.4 Amendment of Declaration

The covenants and restrictions of this Declaration may be amended by an instrument duly recorded in the Office of the Register of Deeds of Pender County signed by no less than sixty percent (60%) of the Owners; provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established.

#### 14.5 Fidelity Bonds

The Association shall maintain blanket fidelity bonds for all officers, directors, employees and all other persons handling or responsible for funds of the Association. If the Association shall delegate some or all the responsibility for the handling of its funds to a management agent, such fidelity bonds shall be maintained by such management agent for its offices, employees and agents handling or responsible for funds of or administered on behalf of the Association.

- 14.5. a. Amount of Coverage- The total amount of fidelity bond coverage required shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds and assessed funds in the custody of the Association or the management agent, as the case may be, at any given time during the term for each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three months aggregate assessments on all units plus reserve funds and assessed funds.
- 14.5. b. Fidelity bonds shall name the Association as an obligee.
- 14.5. c. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the Exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions.
- 14.5. d. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten(10)days prior written notice to the Association, to any insurance trustee and each Eligible Mortgage Holder.





By-Laws for Olde Point Villas Phase I

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## 1. ARTICLE I: DEFINITIONS

### 1.1 Association

Association shall mean and refer to Olde Point Villas, Inc., its successors, and assigns, the membership of which is made up of Owners.

### 1.2 Owner

Owner shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to a Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

### 1.3 Properties

Properties shall mean and refer to that of certain real property hereinbefore described, inclusive of roofs, outside walls, decks, fences, outside lighting, interior walls, and wiring and plumbing contained in said walls. Also included are floor coverings, cabinets, major appliances, kitchen and bathroom fixtures permanently attached to the structure, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

### 1.4 Common Areas

Common Areas shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

### 1.5 Lot

Lot shall mean and refer to any of the thirty eight (38) numbered lots designated as Lots 101 through 125 and 301 through 349, inclusive, as shown on the map of Olde Point Villas recorded in the Pender County Registry together with the structure or dwelling thereon, inclusive of garages, which may be separately referred to as a "townhouse."

### 1.6 Declaration

Declaration shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds of Pender County, North Carolina, as amended and supplemented from time to time.

### 1.7 Member

Member shall mean and refer to those persons entitled to membership as provided in the Declaration.

### 1.8 Other Definitions

Other definitions shall refer to all definitions set forth in the Declaration and shall be applicable herein, unless otherwise defined herein.

## 2. ARTICLE II: MEETINGS OF MEMBERSHIP

### 2.1 Place

All meetings of Members, including the annual meeting, shall be held at Olde Point Villas Phase I, Hampstead, North Carolina, or such other place as designated by the Board of Directors commencing from the year of these By-Laws.

## 2.2 Annual Meetings

- a. Regular annual meetings shall be held on or near the first Saturday in December.
- b. All annual meetings shall be held at such hour as determined by the Board of Directors.
- c. At the annual meeting, the Members shall elect any new Members to the Board of Directors and transact such other business as may properly come before the meeting.
- d. Written notice of the annual meeting shall be personally served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association not fewer than thirty (30) days and not more than sixty (60) days prior to the meeting date.

## 2.3 Membership List

At least thirty (30) days before every annual meeting, a complete list of Members entitled to vote at such meeting, with the address of each, shall be prepared by the Secretary. Such list shall be open to examination by any Member.

## 2.4 Special Meetings

- a. Special meetings of the Members for any purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called at any time by the Board of Directors or upon written request by at least ten percent (10%) of the voting membership, for any issue to be considered at the proposed special meeting. Such request shall state the purpose or purposes of the proposed meeting. Special meetings shall be held within thirty (30) days of delivery of the signed and dated request to the Association's Secretary.
- b. Written notice of a special meeting of Members, stating the time, place, and purposes thereof, shall be personally served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association at least fifteen (15) days prior to the meeting.
- c. Business transacted at all special meetings shall be confined to the purposes stated in the notice thereof, unless seventy-five percent (75%) of the Members present at such meeting, in person, or by proxy, consent to the transaction of business not stated in the notice.

## 2.5 Order of Business

The order of business at the annual meeting of the Members, and as far as practical at other meetings of the Members, will be:

- a. Roll call and certifying of proxies;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading of minutes from prior meeting;
- d. Officers' reports;
- e. Committee reports;
- f. Approval of budget;
- g. Appointment of auditor;
- h. Appointment of legal counsel;
- i. Election of Directors;

- j. Unfinished business;
- k. New business; and
- l. Adjournment.

Robert's Rules of Order (latest edition) shall be applicable to the conduct of all meetings of Members.

## 2.6 Right to Vote

Each Owner in good standing shall be entitled to one vote. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall be valid only for such meeting or subsequent adjourned meetings thereof. If more than one (1) person or entity own a membership, all such Owners shall file a certificate with the Secretary naming the person authorized to cast the vote for such membership. If that certificate is not on file, the vote of any co-Owner present shall be accepted as the vote of all co-Owners, unless another co-Owner objects.

## 2.7 Quorum

Over fifty percent (50%) of the total number of votes entitled to be cast, present in person or represented by proxy, shall be requisite to and shall constitute a Quorum at all meetings of the Members for the transaction of business, except as otherwise required by statute, by the Articles of Incorporation, the Declaration, or these By-Laws. If however, such Quorum shall not be present or represented at any such meeting of the Members, the Members entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a Quorum shall be present or represented. At such adjourned meeting at which a Quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

## 2.8 Vote Required to Transact Business

When a Quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy filed with the Secretary in advance of the meeting, shall decide any question brought before the meeting, unless the question is one upon which by express provision of law, the Articles of Incorporation, the Declaration, or these By-Laws, a different vote is required, in which case, such express provision shall govern and control the decision of such question.

## 2.9 Waiver and Consent

Whenever the vote of Members at a meeting is required or permitted by any provision of law, the Articles of Incorporation, the Declaration, or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of Members may be dispensed with, if all Members who would have been entitled to vote upon the action of such meeting, if such meeting were held, shall consent in writing to such action.

# 3. ARTICLE III: BOARD OF DIRECTORS

## 3.1 Number

The affairs of this Association shall be managed by a Board of Directors. The number of Directors which constitute the Board of Directors (the "Board") shall be specified in these By-Laws. Until succeeded by Directors elected at the first annual meeting of Members following the adoption of these By-Laws, the number constituting the Board shall be seven (7).

### 3.2 Term of Office

Each Director shall be elected to serve for a term of three (3) years, or until his/her successor shall be elected and shall qualify.

### 3.3 Vacancy and Replacement

If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect of which such vacancy occurred.

### 3.4 Removal

No Director shall serve on the Board if his/her membership in the Association is terminated for any reason whatsoever. Directors may be removed from the Board with or without cause by a majority vote of the Members of the Association.

### 3.5 Powers

The property and business of the Association shall be managed by the Board, which may exercise all corporate powers prescribed or not specifically prohibited by law, the Articles of Incorporation, or the Declaration. The powers of the Board shall specifically include, but not be limited to, the following:

- a. To make and collect regular and special assessments and establish a time within which payment shall be due.
- b. To adopt and publish Rules and Regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.
- c. To suspend the voting rights and right to use 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 and hearing, for a period not to exceed sixty (60) days for infraction of published Rules and Regulations.
- d. To 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, the Articles of Incorporation, or the Declaration.
- e. To declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent without excuse from three (3) consecutive regular meetings of the Board of Directors.
- f. To purchase the necessary equipment and tools required in the maintenance, care, and preservation of the property of the Association.
- g. To insure and keep insured the property of the Association in the manner set forth in the Declaration against loss from fire and/or other casualty and the Association against public liability. The Board shall also purchase such other insurance as deemed advisable.

h. To collect delinquent assessments by suit or otherwise, abate nuisances, and enjoin or seek damages from Members or any person for violation of these By-Laws or the terms and conditions of the Declaration.

i. To employ and compensate such persons, firms, and corporations as may be required for the maintenance and preservation of the property.

j. To acquire, own, hold, pledge, sell, transfer, or lease a Lot in the name of the Association or its designee.

k. To contract for management of the Association and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have specific approval of the Board or the Members.

l. To impose a special assessment (against any Owner), not to exceed one hundred dollars (\$100.00), for each occurrence for the violation by the Owner or his/her guest of any Rule or Regulation adopted by the Board or the breach of any by-law contained herein, or the breach of any provision of the Declaration.

### 3.6 Liability

To the fullest extent permitted by law, the Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct, bad faith, or gross negligence.

### 3.7 Compensation

Neither Directors nor Officers shall receive compensation for their services as such; however, the Board of Directors may order reimbursement of any Officer or Director for expenses incurred for and on behalf of the Association.

### 3.8 Meetings

a. The first meeting of each Board newly elected by the Members shall be held immediately upon adjournment of the meeting at which such election was held, provided a Quorum shall then be present, or as soon thereafter as may be practicable.

b. Special meetings shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least three (3) days before the date of such meeting, but the Directors may, in writing, waive notice of the calling of the meeting, before or after such meeting.

c. A majority of the Board shall be necessary and sufficient at all meetings to constitute a Quorum for the transaction of business, and the act of a majority present at any meeting at which there is a Quorum shall be the act of the Board. If a Quorum shall not be present at the meeting, the Directors then present may adjourn the meeting without notice, other than announcement at the meeting, until a Quorum shall be present.

### 3.9 Order of Business

The order of business at all meetings of the Board shall be:

- a. Roll call;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading of minutes from prior meeting;



- d. Consideration of communications;
- e. Elections of necessary Directors and Officers;
- f. Reports of Officers and employees;
- g. Reports of committees;
- h. Unfinished business;
- i. Original resolutions and new business; and
- j. Adjournment.

### 3.10 Annual Statement

The Board shall present, no less often than at the annual meeting, a full and clear statement of the business and financial conditions of the Association.

## 4. ARTICLE IV: OFFICERS

### 4.1 Executive Officers

The executive Officers of the Association shall be a President, Vice President, Secretary, and Treasurer, all of whom shall be elected annually by the Board. No two offices may be held by one person, except Secretary and Treasurer. If the Board so determines, there may be more than one Vice President.

#### 4.1.1 President

- a. The President shall preside at all meetings of the Members and Directors. He/she shall have general and active management of the business of the Association; see that all orders and resolutions of the Board are carried into effect; and execute bonds, mortgages, other instruments, and contracts requiring a seal, under the seal of the corporation.
- b. He/she shall exercise general control and direction of all the other Officers of the Association in the performance of their corporate duties.
- c. He/she shall submit a report of the operations of the Association for the fiscal year to the Directors whenever called for by them and to the Members at the annual meeting. The President from time to time shall report to the Board on all matters within his/her knowledge of interest to the Association.
- d. He/she shall be an ex-officio Member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the President of an Association.

#### 4.1.2 Vice President

The Vice President shall act in the place of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

#### 4.1.3 Secretary

- a. The Secretary shall keep the minutes of the Members' and of the Board's meetings in one or more books provided for that purpose.
- b. The Secretary shall see that all notices are fully given in accordance with the provisions of these By-Laws, the Declaration, or as required by law.

c. The Secretary shall be custodian of the corporate records and of the seal of the Association. The Secretary shall see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws.

d. The Secretary shall keep a register containing the name, telephone number, and post office box or other address of each Member.

e. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors.

#### 4.1.4 Treasurer

a. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and the credit of the Association, in such depositories as may be designated by the Board.

b. The Treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his/her transactions as Treasurer and of the financial condition of the Association. Such records shall be open to inspection by Members at all reasonable times.

c. The Treasurer may be required to give the Association, at the Association's cost, a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his/her office, and the restoration to the Association, in case of his/her death, resignation or removal from office, of all books, papers, vouchers, money, or other property of whatever kind in his/her possession belonging to the Association.

d. With the approval of the Board, the Treasurer shall be authorized to delegate all or part of his/her authorities to competent accounting, collection or management personnel, pursuant to written definition of the authorities delegated, but, in such event, the Treasurer shall retain full responsibility.

#### 4.2 Other Officers

The Board may appoint such other Officers and agents from the membership as deemed necessary. Such Officers and agents shall have such authority and perform such duties as from time to time may be prescribed by the Board.

#### 4.3 Vacancies

If the office of any Officer becomes vacant by reason of death, resignation, disqualification, or otherwise, the President shall choose a successor or successors who shall hold office for the unexpired term. In the event that the office of the President becomes vacant by reason of death, resignation, disqualification, or otherwise, the Board shall choose a successor who shall hold office for the unexpired term.

#### 4.4 Resignations

Any Officer may resign from his/her office at anytime. Such resignation shall be made in writing, and will take effect from the time of its receipt by the Board of Directors, unless

some other time be fixed in the resignation, and then from that date. The acceptance of a resignation by the Board shall not be required to make it effective.

#### 4.5 Tenure/Removal of Officers

All Officers shall be subject to removal, with or without cause, at any time by the majority of the full Board of Directors, which may delegate to an Officer the authority to dismiss employees, agents, or contractors.

### 5. ARTICLE V: NOTICES

#### 5.1 Definition

Whenever under the provisions of the law, the Declaration, the Articles of Incorporation, or these By-Laws, notice is required to be given to any Director or Member, it shall not be construed as a personal notice. Such notice may be given to such Director or Member in writing by depositing the same in a post office or letter box in a postpaid, sealed, envelope addressed as appears on the books of the Association.

#### 5.2 Service of Notice - Waiver

Whenever any notice is required to be given under the provisions of the law, the Declaration, the Articles of Incorporation, or these By-Laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

#### 5.3 Address

The address and principal office of the Association for notice is Olde Point Villas, Inc., P.O. Box 964, Hampstead, North Carolina, 28443.

### 6. ARTICLE VI: FINANCES

#### 6.1 Accounting Year

The tax accounting year shall be a calendar year running from 1 January to 31 December.

#### 6.2 Checks

All checks or demands for money and notes of the Association shall be signed by such Officer or Officers or such other person or persons as the Board of Directors may from time to time designate.

#### 6.3 Determination of Assessments

a. The Board shall determine, from time to time, the amount of money required for the proper and adequate maintenance and preservation of the property of the Association and all other costs of operating the business of the Association, including insurance premiums, and accounting and legal fees. The Board shall thereupon adopt an annual budget which shall be the basis for all regular assessments against Members of this Association. The budget adopted by the Board as the basis for all such regular assessments must be approved by the Members at the annual meeting of the Association.

b. The Board is specifically empowered on behalf of the Association to make and collect assessments and to maintain repair, renovate, and replace any of the property of the Association. Assessments shall be payable periodically as determined by the Board.

c. Special assessments as described in the Declaration may be imposed by the Board as authorized in and by the Declaration. Such special assessments shall be levied and paid by the Members in the same manner as provided herein for regular annual assessments, subject to the provisions of the Declaration.

d. When the Board has determined the amount of any assessment, the Secretary of the Association shall mail or present a statement of the assessment to each Member. All assessments shall be payable to the Association, and upon request, the Treasurer or his/her designated agent, shall give a receipt for each payment made.

e. All assessments not paid when due shall bear interest at the highest lawful rate of interest, or as otherwise provided in the Declaration.

## 7. ARTICLE VII: SEAL

The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "Non-Profit." Such seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced, or otherwise copied.

## 8. ARTICLE VIII: DEFAULT

### 8.1 Enforcement of Lien for Assessments

In the event a Member does not pay any sums, charges, or assessments required to be paid to the Association by the due date, the Association, acting through its Board, may enforce a lien for assessments, or take such other action to recover the sums, charges, or assessments to which it is entitled, in accordance with the Declaration and the law.

### 8.2 Governmental Liens and Assessments

In the event that an Owner fails to pay any tax or assessment lawfully assessed by any governmental subdivision within which the property is situated by the date such tax or assessment is due, the Board may pay the same from the funds of the Association and assess such Owner for the amount paid, plus interest thereon.

### 8.3 Legal Costs

In the event legal action is brought against a Member and results in a judgment for the Association, the Member shall pay the Association's reasonable attorney's fees, costs of collection, and court costs.

### 8.4 Foreclosure

If the Association becomes the Owner of a Lot as a purchaser by reason of foreclosure, it shall offer such Lot for sale. At such time as a sale is consummated, the Association shall deduct from the proceeds of such sale all sums of money due it for assessments and charges, plus interest; all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees; and any and all expenses incurred in the resale of the Lot, including the expense of advertising. All monies that remain after deducting the foregoing items of expenses shall be paid to the former Owner of said Lot.

### 8.5 Other Remedies

In the event a violation of the provisions of the Declaration or these By-Laws continues for thirty (30) days after notice is served by the Association to the Owner to correct said

violation, the Association on its own behalf, or by and through its Board of Directors, may bring appropriate action to enjoin such violation. The Association may enforce the provisions of the Declaration or these By-Laws, sue for damages, or take such other courses of action, or other legal remedy as it or they deem appropriate.

## 8.6 Intent

Each Member, for himself/herself, heirs, successors, or assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association and regardless of the availability of any other equally adequate legal remedies. It is the intent of all Members to give to the Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from the Members, and to preserve each Member's right to enjoy his/her membership, free from unreasonable restraint and nuisance.

## 9. ARTICLE IX: RULES AND REGULATIONS

The following rules and regulations shall govern the use of the facilities and Properties of the Association and the conduct of all Members, their assignees, lessees and guests. In addition to these provisions, the Board may make modifications to the rules and regulations in accordance with Article III (Section 3.5) of these By-Laws.

### 9.1 Land Use and Building Type

All Lots shall be used for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any Lot other than the existing townhouse and garage. Any building erected, altered, placed, or permitted to remain on any Lot or the Common Areas shall be subject to the provisions of Article VIII of the Declaration relating to architectural control.

- a. Lots may be used only for residential purposes of a single family
- b. No business, trade or similar activity shall be conducted upon a lot except as set forth herein.
- c. Home offices are permitted so long as:
  - The existence or operation of the activity is not apparent or detectable by sight, sound or smell from outside the lot or across the party walls.
  - The activity conforms to all zoning requirements for the properties.
  - The activity does not involve door-to-door solicitation of residents of the properties.
  - The activity does not increase traffic or include frequent deliveries within the properties
  - The activity is consistent with the residential character of the properties and does not constitute a nuisance or hazardous or offensive use, or threaten the security or safety of other residents of the properties, as may be determined in the sole discretion of the board.

### 9.2 Nuisances

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

### 9.3 VEHICLES

No boats, boat trailers, campers, canoes, motorcycles, mopeds, all terrain vehicles, vehicles used primarily for recreational purposes, vehicles used primarily for commercial purposes, abandoned vehicles, vehicles which are either dismantled, partially dismantled, inoperative, discarded or one which does not have a valid license plate attached or current registration and insurance shall be stored, allowed to remain or repeatedly parked on the properties at any time except in garages.

9.3.1 Vehicles weighing more than  $\frac{3}{4}$  ton and longer than 22 ft are not permitted to be parked

9.3.2 The Association shall have the right to have all such vehicles towed away at the Owner's expense.

9.3.3 No Vehicles shall be parked so as to obstruct the fire lanes or roadways within the properties

9.3.4 Service and delivery vehicles may be parked in the properties visitor spaces during daylight hours for such periods of time as are reasonably necessary to provide service or to make a delivery within the properties.

#### 9.4 Signs

No "For Sale" signs or any other signs, excluding private name plates or signs for identification of residence of no more than two square feet in size, shall be permitted on any Lot or in the Common Areas without the written consent of a majority of the Board of Directors.

#### 9.5 Temporary Structures

No structure of a temporary character, trailer, manufactured or mobile structure, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

#### 9.6 Animals

No more than 3 generally recognized house pets (e.g dog, cat, etc) shall be kept or maintained in the townhouses including garages and courtyards. Total weight of all 3 pets shall not be more than 75 lbs. Owners of record upon adoption of these Covenants and Restrictions and By-Laws may retain pets in excess of the allowed three until such time pets are affected by attrition. "Excess" pets may not be replaced after that time.

9.6.1 Owners who wish to lease to tenants must inform tenants and rental agents that pets are not allowed in non owner occupied lots. Tenants under lease upon adoption of these rules may retain pets in excess of the allowed 3 until such time as pets are affected by attrition. Excess pets may not be replaced after that time. Violations will be considered a nuisance and maintenance problem of the Common Areas. Fines may be imposed upon the Owner.

9.6.2 Service animals are exempt from OP Villas I combined weight limits and are permitted in leased units.

9.6.3 No pets shall be bred, or their off-spring housed, in the area of the townhouses or garages.

9.6.4 Droppings in the Common Areas or within courtyards shall be promptly removed by the Owner.

9.6.5 In the rear, adjacent property to common area property is private property. Owners shall prevent pets from relieving themselves on private property.

9.6.6 Owners are encouraged to walk pets in the front wooded areas to relieve themselves.

9.6.7 Pets shall not be "at large" and are permitted temporarily in the common areas if maintained under restraint at all times controlled by either voice or leash.

9.6.8 No pet shall be staked or tied out doors or left outside unsupervised.

9.6.9 All barking, noise and odors shall be kept under control by the resident so as not to disturb other residents and so as not to be a nuisance..

9.6.10 The owner of a pet shall be directly responsible for any damage or inconvenience caused by the pet and for controlling the behavior of the pet.

9.6.11 Any pet must wear a tag showing the name and address of the pet owner. All pets must be cared for,

maintained and properly licensed as required by the State of North Carolina and Pender County ordinances.

9.6.12 No structure or pen for a pet shall be built on any lot.

Pets shall not create a nuisance or disturbance or be dangerous or detrimental to the health safety or welfare of the Olde Point Villas I residents. Owners shall be required to remove their pets upon the second legitimate, substantiated complaint to the Association by two or more Owners.

#### 9.7 Outside Antennas

Small radio/television antennas or satellite dishes shall be erected on units within the Properties, unless size of the antenna or dish has been determined obtrusive and too large by a majority of the Board of Directors. Repairs for any roof leaks related to the installation of outside radio/television antennas or satellite dishes shall be the responsibility of the Owner.

#### 9.8 Courtyard Maintenance

Each Owner shall be responsible for the upkeep of his/her fenced-in area between the townhouse and the garage. Upkeep includes regular landscaping maintenance and the prompt removal of all trash. Owners are responsible for properly disposing of all courtyard trash and yard waste.

In the event that an Owner fails to adequately maintain his/her fenced-in area, the Board shall retain the services of an outside agency for maintenance purposes. All costs incurred by the Board shall be levied against the Owner as described in Article IX(Section 9.8) of these By-Laws. Owners shall receive one (1) written notice from the Board before action is taken; Owners will have fifteen (15) days to comply with the notice.

Any proposed changes to the landscape area inside the fenced courtyard area including removing trees or planting trees must be submitted to the association on an architectural change form and approved prior to installation by the majority of the Board of Directors.

Any proposed changes to the common area outside and adjacent to the fenced courtyard area including removing or planting trees must be submitted to the association on an architectural change form and approved by the majority of the Board of Directors prior to removal or installation

#### 9.9 Rubbish, Trash and Garbage

All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate. There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances on common areas.

No lumber, refuse, trash or other materials shall be kept, stored, or allowed to accumulate outside the buildings on any lot, except as may be permitted, during any period of construction of improvements to a lot.

All garbage and trash shall be kept in containers and stored in garages or screened so as to be concealed from the street.

On garbage collection days, containers shall be placed on the driveway for collection not sooner than 24 hours before pick-up. Containers are to be brought in and placed out of view the same day after collection.

#### 9.10 Window Coverings

All drapes, curtains, or similar materials hung at windows, or in any manner so as to be visible from the outside of any building erected upon any Lot, shall be of a white or neutral background or material.

### 9.11 Exterior Lights

All light bulbs or other lights installed in any fixture located on the exterior of any townhouse or any Lot shall be clear or white.

### 9.12 Alternative Heating

The use of kerosene heaters shall not be permitted in any townhouse or garage. Primary heating in the townhouses shall not be converted from electric heat to other forms of heating.

## 10. ARTICLE X: JOINT OR COMMON OWNERSHIP

Membership may be held in the name of more than one Owner. In the event ownership is with more than one person, all of the joint or common Owners shall be entitled collectively to only one vote in the management of the affairs of the Association; the vote may not be divided between joint or common Owners. The manner of determining who shall cast such vote shall be as set forth in Article II (Section 2.6) of these By-Laws.

## 11. ARTICLE XI: INDEMNIFICATION

The Association may indemnify any person made a party to an action by reason of his/her being or having been a Director or Officer of the Association against reasonable expenses, including attorney's fees, actually and necessarily incurred by him/her in connection with the defense or settlement of such action, or in connection with an appeal therein, except in relation to such matters as to which such Director or Officer is adjudged to have been guilty of gross negligence or misconduct in the performance of his/her duty to the Association.

## 12. ARTICLE XII: AMENDMENT

These By-Laws may be amended at any time by the affirmative vote of sixty percent (60%) of the Members at a meeting duly called for that purpose at which a Quorum of more than fifty percent (50%) are present in person or by proxy; provided that the notice of such meeting shall contain a copy of the proposed amendment(s) which has been approved by a majority of the Directors.

## 13. ARTICLE XIII: FINES, LATE FEES AND INTEREST

Violations by any unit owner, his tenant and guests, of these Rules and Regulations shall entitle the Association to impose fines, pursue injunctive relief or any other remedy permitted by the Covenants, Restrictions and Bylaws.

If the association proposes to enforce a violation of the Rules and Regulations by means of a fine, it shall first provide written or oral notice to the unit owner, his tenants or guests, specifying the nature of the violation, the means by which the violations must be remedied and the time in which the remedy must be effected and completed. If the violation continues following the time within which it should have been remedied or cured, or if a subsequent like violation occurs, the Association may impose a fine, late fees and interest.

All costs and expenses incurred by the Association in collecting the delinquent maintenance fees, regular and special assessments, fines, late fees, other costs, including reasonable attorney's fees shall be paid by the defaulting owner.

Payments made by a defaulting owner shall be applied first to such costs and expenses, including interest and late fees, with the remainder applied to the outstanding maintenance fee or assessment amount.

## 14. ARTICLE XIV: EFFECT OF AMENDMENT

This Amendment shall supersede prior Declarations of the Covenants, Conditions, and



Restrictions recorded in Book 601 Page 110 and Book 715 Page 294 of the Pender County Registry and book 1176 Page 059 of the Pender County Registry AND Record Bylaws. Any conflict between that document and this Amendment shall be resolved by referring strictly to this Amendment.

APPROVAL BY THE BOARD

We, the undersigned, being all of the Directors of Olde Point Villas, Inc., do hereby acknowledge these By-Laws as the official By-Laws of the Association.

President

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature/Date

Vice-President

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature/Date

Secretary

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature/Date

Treasurer

\_\_\_\_\_

\_\_\_\_\_

APPROVAL OF OWNERS

The undersigned, constituting no less than sixty percent (60%) of the Owners in Olde Point Villas Phase I, have hereunto set their hands and seals in order to ratify, confirm, and execute this Amendment.

Egret Court

Lot 101 \_\_\_\_\_ (Seal)  
Print Name Signature/Date

Lot 103 \_\_\_\_\_ (Seal)  
Print Name Signature/Date

Lot 105 \_\_\_\_\_ (Seal)  
Print Name Signature/Date

Lot 107 \_\_\_\_\_ (Seal)  
Print Name Signature/Date

Lot 109 \_\_\_\_\_ (Seal)  
Print Name Signature/Date

Lot 111 \_\_\_\_\_ (Seal)  
Print Name Signature/Date

Lot 113 \_\_\_\_\_ (Seal)  
Print Name Signature/Date

Lot 115 \_\_\_\_\_ (Seal)  
Print Name Signature/Date

Lot 117 \_\_\_\_\_ (Seal)  
Print Name Signature/Date

Lot 119 \_\_\_\_\_ (Seal)  
Print Name Signature/Date

Lot 121 \_\_\_\_\_ (Seal)  
Print Name Signature/Date

Lot 123 \_\_\_\_\_ (Seal)  
Print Name Signature/Date

Lot 125 \_\_\_\_\_ (Seal)  
Print Name Signature/Date

Sandpiper Court

Lot 301 \_\_\_\_\_ (Seal)  
Print Name Signature/Date

Lot 303 \_\_\_\_\_ (Seal)  
Print Name Signature/Date

Lot 305	_____	_____ (Seal)
	Print Name	Signature/Date
Lot 307	_____	_____ (Seal)
	Print Name	Signature/Date
Lot 309	_____	_____ (Seal)
	Print Name	Signature/Date
Lot 311	_____	_____ (Seal)
	Print Name	Signature/Date
Lot 313	_____	_____ (Seal)
	Print Name	Signature/Date
Lot 315	_____	_____ (Seal)
	Print Name	Signature/Date
Lot 317	_____	_____ (Seal)
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Lot 337	_____	_____ (Seal)
	Print Name	Signature/Date
Lot 339	_____	_____ (Seal)
	Print Name	Signature/Date
Lot 341	_____	_____ (Seal)

	Print Name	Signature/Date	
Lot 343	_____	_____	(Seal)
	Print Name	Signature/Date	
Lot 345	_____	_____	(Seal)
	Print Name	Signature/Date	
Lot 347	_____	_____	(Seal)
	Print Name	Signature/Date	
Lot 349	_____	_____	(Seal)
	Print Name	Signature/Date	

NOTARY SEAL

STATE OF NORTH CAROLINA  
COUNTY OF PENDER

\_\_\_\_\_, a Notary Public in and for the aforesaid County and State do hereby certify that the owners of Lots in Olde Point Villas Phase I, namely, (LIST OF OWNERS) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

COUNTY OF PENDER

I, a Notary Public in and for the aforesaid County and State do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is Secretary of Olde Point Villas, Inc., a North Carolina corporation, and that by authority duly given as the set of the corporation, the foregoing instrument was signed in its name by \_\_\_\_\_, the President of the Association, sealed with its corporate seal and attested by \_\_\_\_\_ as its Secretary. Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

I, the undersigned, have hereunto set my hand and seal in order to ratify, confirm, and execute the revised Covenants and By-Laws for the Homeowners Association of Olde Point Villas Phase I, Hampstead, NC, dated June 1996.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Olde Point Street Address

\_\_\_\_\_ (Seal)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ a Notary Public in and for the aforesaid County and State do hereby certify that the Owners of Lots in Olde Point Villas Phase I, namely, \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the revised Covenants and By-Laws of the Association.

WITNESS my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.