

**BYLAWS  
OF  
NORTHRIDGE PLANTATION HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I.**

**NAME AND LOCATION.** The name of the corporation is Northridge Plantation Homeowners Association, Inc., herein referred to as the "Association." The principal office of the corporation shall be located at 100 Westlake RD. Suite 103, Fayetteville, NC 28314, but meetings of members and directors may be held at such places within the State of North Carolina as may be designated by the Board of Directors.

**ARTICLE II.**

**DEFINITIONS**

Section 1. "Articles" shall mean the Articles of Incorporation of Northridge Plantation Homeowners Association.

Section 2. "Properties" shall mean all numbered lots within the Northridge Plantation Homeowners Association, a North Carolina non-profit corporation. The "Board of Directors" or "Board" shall be the elected body governing the corporation and managing the affairs of the corporation.

Section 3. "Bylaws" shall mean the Bylaws of Northridge Plantation Homeowners Association.

Section 4. "Community Use Areas" shall mean all real and personal property, together with those areas within dedicated portions of the development area and the subdivisions, which may be deeded to or acquired by the corporation for the common enjoyment of the members of the corporation.

Section 5. "Common Expenses" shall mean and include actual and estimated expenses of maintaining and operating the common area and operating the corporation for general purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board of Directors pursuant to the Declaration of Covenants, Conditions and Restrictions, the Bylaws and the Articles of Incorporation of the corporation.

Section 6. "Dedication" shall mean the act of committing a portion of the development area or any subdivision to the purposes of the Declaration of Covenants, Conditions

and Restrictions.

Section 7. "Developer" shall mean Northridge Development Company, L.L.C., its successors or assigns or any legal entity acquiring ownership of portions of the development area heretofore not dedicated with the intent and for the purpose of further development.

Section 8. "Development Area" shall mean that property described by deed recorded in Book 1090, Pages 858-862, Book 1139, Pages 965-967, and Book 1167, Pages 737-738, in the office of the Register of Deeds of Harnett County, North Carolina.

Section 9. "Lot" shall mean a separately numbered tract of land lying within the subdivision or other dedicated portion of the development area and which, according to the plat of that portion recorded at the dedication thereof, may be conveyed by the developer and owned in fee by the grantee thereof, and held for such residential uses as are consistent with the Declaration of Covenants, Conditions and Restrictions and any restrictions covering the area wherein the tract is located. No tract of land shall become a "lot" as that word is used herein until the area on which the same is located is "dedicated." The owner of all of a numbered lot may combine such numbered lot, part or parts of another such numbered lot, and the aggregate shall be considered as one lot for the purpose of these Bylaws.

Section 10. "Subdivision" shall mean all Phases, Richmond Park at Northridge Plantation, and any other residential subdivision developed by developer in any portion of the development area which has been dedicated pursuant to the Declaration of Covenants, Conditions and Restrictions.

Section 11. "Member" shall mean and refer to any person or entity who holds membership in the Association. "Membership" shall mean every person or entity who is a record owner of a lot.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple or undivided fee simple title to any lot which is a part of the properties, but excluding those persons having such interest merely as security for the performance of an obligation.

Section 13. "Person" shall mean and refer to any individual, corporation, partnership, association, trustee or other legal entity.

Section 14. "Board of Directors" or "Board" shall mean those persons elected or appointed and acting collectively as the Directors of the Association.

Section 15. "Common Expenses" shall mean and include:

- (a) Expenses for maintenance, repair, replacement and administration of the common area and amenities therein;
- (b) Expenses which may be declared to be common expenses by the provisions of the Bylaws;
- (c) Hazard, liability, or such other insurance premiums as the Bylaws may require;
- (d) Expenses which may be agreed to by the members at a duly called meeting to be common expenses of the Association.

Section 16. "Amenities" shall mean the facilities constructed, erected or installed on the common areas for the use, benefit and enjoyment of the members.

### ARTICLE III.

#### MEMBERSHIP IN ASSOCIATION

Section 1. Membership: Every person or entity who is a record owner of a lot or undivided interest in any lot in all Phases of Richmond Park at Northridge Plantation shall be members of the Association. Ownership of such lot shall be the sole qualification for membership. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation.

No owner shall have more than one membership, but may have greater voting rights as set forth in Article IV. As evidence of each owner's membership, each owner shall deliver to the office of the Association a photocopy of the page(s) of his deed(s) which contains the name of the member and the lot(s) owned by such member. If more than one person owns a lot, then each person is a member, but there is only one vote for each lot.

Section 2. Suspension of Membership:

- (a) During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights of such member and right to use any recreational facilities of the Association may be suspended by the Board of Directors until such assessment has been paid.
- (b) The rights of a member may be suspended, after notice and hearing, for violation of any rules or regulations established by the Board of Directors governing the use of the common area and amenities for a period not to exceed 60 days.

## **ARTICLE IV.**

### **VOTING RIGHTS IN ASSOCIATION**

Section 1. Any member shall be entitled to one vote for each lot in which he or she holds the interest required for membership by Article III, and upon which lot the member is paying assessments as is set forth in Article IX. When a dwelling or home occupies more than one (1) lot, the same shall be considered as one (1) lot for the purpose of these Bylaws and for assessment purposes. When more than one person holds such a fee or undivided fee 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 individual lot.

Section 2. The right of any member to vote may be suspended by the Board of Directors for just cause.

## **ARTICLE V.**

### **MANAGEMENT AND ADMINISTRATION**

The management and administration of the affairs of the community use areas of the subdivision shall be the sole right and responsibility of the corporation. The management shall be carried out in accordance with the terms and conditions of the Covenants and Restrictions of record, the Articles and the Bylaws of the corporation, but may be delegated or contracted to managers or management services.

## **ARTICLE VI.**

### **BOARD OF DIRECTORS: 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-fourth (1/4) of the members who are entitled to vote.

B. Supervise all officers, agents and employees of this Association and see that their

duties are properly performed.

C. As more fully provided in the Declaration of Covenants, Conditions and Restrictions, to:

1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
2. Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;
3. Set the amount of fines or penalties for failure to pay dues and for failure to abide by the Restrictive Covenants which appear of record in the Harnett County Registry;
4. Set the amount of late fees to be assessed if dues are not timely paid; and
5. Foreclose the lien against 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 personally obligated to pay the same.

D. Issue, or 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 for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

E. Procure and maintain adequate liability and hazard insurance on property owned by the Association.

F. Cause all officers or employees having fiscal responsibilities to be insured by a Fidelity bond, as it may deem appropriate.

G. Cause the common area to be maintained.

## **ARTICLE VII**

### **COMMITTEES**

The Board of Directors may appoint an Architectural Control Committee, a Nominating Committee, and such other committees as the Board of Directors shall deem in the best interest of the corporation.

## **ARTICLE VIII**

### **COMMUNITY EXPENSES**

The community expenses of a subdivision include:

A. All amounts expended by the corporation in operating, administering, managing, repairing, replacing and improving the community use areas of a subdivision; all amounts expended by the corporation in insuring the community use areas in a subdivision; all amounts expended by the corporation in legal, engineering or architectural fees; all similar fees which may be incurred by the corporation, from time to time, in performing the functions delegated to the corporation by the Restrictions; and all amounts expended in any form by the corporation in enforcing the Restrictions, the Articles or the Bylaws.

B. All amounts expended by the corporation in carrying out any duty or discretion as may be required or allowed by the Restrictions, the Articles or the Bylaws.

C. All amounts declared to be community expenses in the Bylaws or in the Restrictions.

D. All taxes and special assessments which may be levied, from time to time, by any governmental authority upon the community use areas in a subdivision.

## ARTICLE IX

### ANNUAL GENERAL ASSESSMENT

Section 1. Agreement to Pay General Assessments. The Declarant for each lot owned hereby covenants, and each owner of any lot by acceptance of a deed for same (whether or not it shall be so expressed in such deed) is deemed to covenant, and agrees to pay to the corporation annual general assessments or charges as hereinafter provided. The annual general assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and lien on the land and shall be a continuing lien upon the property against which each such assessment is made. Furthermore, each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of the lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title to a lot unless expressly assumed by them but, subject to the provisions of this declaration, delinquent assessments shall continue to be a lien upon such lot.

Section 2. Increases in General Assessments. Until June 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual general assessment shall be \$15.00 per lot.

(a) From and after June of the year immediately following the conveyance of the first lot to an owner, the maximum annual general assessment may be increased each year not more than ten percent (10%) above the assessment for the previous year without any vote of the membership.

(b) From and after June 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual general assessment may be increased by an amount greater than ten percent (10%) of the assessment for the previous year, provided the proposed

increase is approved by a vote of two thirds (2/3) of the members who are voting in person or by a proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual general assessment at an amount not in excess of the maximum.

(d) Once the annual general assessment has been set, notice of the annual general assessment shall be given to all members. After the initial notice of the assessment, the assessment shall become due and payable as provided by the Board of Directors.

Section 3. Written Notice of Meeting. Written notice of any meeting called for the purpose of taking any action shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting.

Section 4. Use of General Assessments. The annual general assessments levied by the corporation shall be used exclusively to improve, maintain and repair the community use areas, to pay the expenses of the corporation, to pay the cost of lighting the community use areas, to pay the cost of any insurance the corporation determines to purchase and to promote the recreation, health, safety and welfare of the members and to pay taxes levied upon the community use areas.

Section 5. Certificate of Payment. The corporation shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or manager of the corporation setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the corporation as to the status of assessments on a lot is binding upon the corporation as of the date of its issuance.

Section 6. Order 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 foreclosure of a first



mortgage 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 therefor.

## **ARTICLE X**

### **SPECIAL ASSESSMENTS**

Special assessments may be levied against lots for such reasons as are provided in the Restrictions, the Articles or the Bylaws and on such terms as provided by the Board of Directors or the members. Either the Board of Directors or the members may levy and impose special assessments upon a majority vote. The purposes for which special assessments may be levied include, but are not limited to, providing funds to pay community expenses which exceed the general assessment fund then on hand to pay same and providing a contingency fund for capital improvements and extraordinary expenses. Furthermore, special assessments may be assessed against specific lots. In the event the owner of a lot fails to comply with the provisions of Article 12 hereof, the corporation may perform such task or remedy such matter and levy the cost of such performance against the owner of such lot and such lot, as a special assessment.

## **ARTICLE XI**

### **LIEN FOR ASSESSMENTS**

Any general or special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest at the rate of ten percent (10%) per annum, costs of collection, court costs and reasonable attorneys' fees, shall constitute a lien against the lot upon which such assessment is levied. The corporation may record notice of the same in the office of the Clerk of Superior Court of Harnett County or file a suit to collect such delinquent assessments and charges. The corporation may file Notice of *Lis Pendens*, bring an action at law

against the owner personally obligated to pay the same, and/or bring an action to foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein.

## **ARTICLE XII**

### **COMPLIANCE WITH DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ARTICLES AND BYLAWS OF THE CORPORATION**

In the case of the failure of a lot owner to comply with the terms and provisions contained in the Restrictive Covenants, Declaration of Covenants, Conditions and Restrictions, the Articles or the Bylaws of the corporation, the following relief shall be available:

A. The corporation, an aggrieved lot owner or owners within a subdivision on behalf of the corporation, or any lot owner on behalf of all the lot owners within a subdivision, shall have the right to bring an action and recover sums due, damages, injunctive relief, and/or such other and further relief as may be just and appropriate.

B. The corporation shall have the right to remedy the violation and assess the costs of remedying same against the offending lot owner as a special assessment.

C. If the violation is the nonpayment of a general or special assessment, the corporation shall have the right to suspend the offending owner's voting rights and the use by such owner, his agents, employees and invitees of the community use areas in the subdivision for any period during which an assessment against the lot remains unpaid.

D. The remedies provided by this Article are cumulative and are in addition to any other remedies provided by law.

E. The failure of the corporation or any person to enforce any restriction contained in the Restrictive Covenants, Declaration of Covenants, Conditions and Restrictions, the Articles or the Bylaws shall not be deemed to waive the right to enforce such restrictions thereafter as to the

same violation or subsequent violation of similar character.

## ARTICLE XIII

### MEETINGS OF MEMBERS

Section 1.     Annual Meetings: The annual meeting of the members shall be held on the first Tuesday Saturday in the month of May of each year at the hour of 6:30 o'clock p.m. at a place set by the Board of Directors. Written notice of any meeting shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

Section 2.     Election of Board of Directors. At the annual meeting, the members shall elect a Board of Directors which shall be three (3) in number.

Section 3.     Special Meetings: Special meetings of the members may be called at any time by the President or by two (2) members of the Board of Directors, or upon written request of one-fourth (1/4) of the membership.

Section 4.     Notice of Meetings: Written notice of each meeting shall be given by, or at the direction of, the secretary, president or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days, but not more than sixty (60) days, before such meeting to each member, addressed 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. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 5.     Quorum: A quorum shall constitute whatever number of members appears at the meeting called and noticed as set forth hereinabove. No specific number of members shall be required in order to constitute a quorum.

Section 6.     Proxies: At all meetings of members, each 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 upon conveyance by a member of his lot or by his presence at a meeting.

**ARTICLE XIV.**  
**OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Offices: The officers of this Association shall be a President, Vice-President, Secretary, and Treasurer, who shall at all times be members of the Association.

Section 2. Election of Officers: All officers of the corporation shall be elected at the first meeting of the Board of Directors following each annual meeting of the membership.

Section 3. Term: The officers of this Association shall be elected for a one (1) year period of time unless terminated by resignation, removal or disqualification..

Section 4. 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 5. Resignation and Removal: Any officer may be removed from office by the Board for cause, and such officer can be replaced by a vote of the Board of Directors. Any officer may resign at any time by giving written notice to the Board, the President, or the 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 6. Vacancies: A vacancy in any office may be filled by a vote of the Board of Directors.

Section 7. Multiple Offices: The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

Section 8. Duties: The duties of the officers are as follows:

President

- (a) The President shall preside at all meetings of the Board of Directors and all meetings of the members and shall see that orders and resolutions of the Board are carried out; and he or she shall sign all leases, promissory notes, mortgages, deeds, and other written instruments and may sign all checks.

Vice-President

- (b) The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such

other duties as may be required of him or her by the Board.

Secretary

- (c) The Secretary shall: record the votes and keep the minutes of all meetings and proceedings of the Board and of the membership; keep the corporate seal of the Association and affix it on all papers requiring said seal; sign all promissory notes, deeds, and deeds of trusts; serve notice of meetings of the Board and on the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- (d) The Treasurer shall: receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed; sign all checks; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

**ARTICLE XV.**

**BOOKS AND RECORDS**

The books, records, and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Restrictions, Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XVI.**

**CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words "NORTHRIDGE PLANTATION HOMEOWNERS ASSOCIATION, INC.," and in its center the words "Corporate Seal" "Not For Profit."

**ARTICLE XVII.**

**AMENDMENTS**

Section 1. The Bylaws of the Association may be amended at any time by a majority vote of the members present at any meeting called for the purpose of amending the Bylaws.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration of Covenants, Conditions and Restrictions and these Bylaws, the Declaration of Covenants, Conditions and Restrictions shall control.

**ARTICLE XVIII.**

**MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being the President and Secretary of the NORTHRIDGE PLANTATION HOMEOWNERS ASSOCIATION, INC., and after a duly called meeting of the Board of Directors, have signed these Bylaws the day and year first above written.

NORTHRIDGE PLANTATION HOMEOWNERS ASSOCIATION, INC.

By: \_\_\_\_\_

*Diana K. Solby*  
President

ATTEST:

*[Signature]*  
\_\_\_\_\_

Secretary

(Corporate Seal)



**CERTIFICATION**

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of NORTHRIDGE PLANTATION HOMEOWNERS ASSOCIATION, INC., a North Carolina corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on 1 Aug 2006, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this the 1<sup>st</sup> day of Aug, 2006.

  
Secretary

Adopted: 

Amended: \_\_\_\_\_

Amended: \_\_\_\_\_