

NORTH CAROLINA

**DECLARATIONS OF  
RESTRICTIVE COVENANTS  
COPPER POND SUBDIVISION**

WAKE COUNTY

Prepared by: William Lockett Tally, Attorney at Law, Tally and Tally PLLC  
Return to: Hutchens Law Firm, 4317 Ramsey St, Fayetteville, NC 28311

THIS DECLARATION, the 4 day of October, 2017, Copper Pond Developers, LLC, a North Carolina limited liability company, its successors and/or assigns, hereinafter referred to as "Developer."

## WITNESSETH:

WHEREAS, Developer is the owner of certain property in Wake County, North Carolina, which is known as the subdivision Copper Pond, which is comprised of Lots 1 through 8 and 14 through 22, as well as all other real property, as shown on that certain plat duly recorded in Map Book 2017, Page 1823, Wake County, NC Registry (the "Plat"), said Lots and all other real property shown thereon being hereinafter known as the Copper Pond Subdivision (hereinafter, the "Copper Pond Subdivision"; or the "Subdivision");

WHEREAS, the Developer desires that Copper Pond Subdivision be uniform in its development and the restrictions applicable thereto:

NOW, THEREFORE, Developer 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, 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.

(1)  
ARTICLE I  
DEFINITIONS

Section 1 "Association" shall mean and refer to Copper Pond Homeowners Owner's Association of Fuquay-Varina, Inc. a North Carolina non-profit corporation, its successors and assigns. The Association's articles of incorporation are attached hereto as Exhibit A; and the Association's bylaws (the Bylaws") are attached hereto as Exhibit B.

Section 2 "Common Area" shall mean the street "Copper Pond Way" and right of way along with Lot 9 and Lot 10 (including all improvements to these common areas) owned by the Association for the use, upkeep and enjoyment of the owners.

Section 3 "Declarant" shall mean and refer to Copper Pond Developers, LLC, its successors and assigns

Section 4 "Member" shall mean and refer to every person or entity who holds membership in the Association due to ownership of fee simple title to any house or house 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. Membership shall be in two classes. Class A membership shall consist of all Owners of Lots other than the Declarant, its successors and/or assigns, and each Member shall be entitled to one (1) vote for each Lot owned, regardless of the number or record title holders per Lot. Class B membership shall be limited to the Declarant, its successors or assigns, and each Member shall be entitled to eight (8) votes for each Lot owned.

Section 5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6 "Properties" shall mean and refer to that certain real property hereinbefore described as the subdivision known as Copper Pond according to a plat of the same duly recorded in Map Book 2017, Page 1823, Wake County, North Carolina, Registry, together with all common areas as well as any other property other than the numbered lots as appear on said plat.

Section 7 "Lot" shall mean and refer to any of the Lots in the subdivision known as Copper Pond, according to a plat of the same duly recorded in Plat Book 2017, Page 1823, Wake County, North Carolina, Registry.

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Section 8 "Period of Declarant Control" will be from the date of recording these Declarations of Restrictive Covenants until such time as the Declarant no longer is the owner of any lot in Tullamore.

ARTICLE II  
SPECIAL DECLARANT RIGHTS

Declarant reserves the following special declarant rights for the entire Property, including any future sections of the Copper Pond Subdivision, during the Period of Declarant Control:

- (a) To complete any and all improvements indicated on the Plat;
- (b) To exercise any development right reserved in the Declaration;
- (c) To construct and maintain any sales office, signs advertising the Property or any property which may be added thereto, management office or model on any of the Lots shown on the plat;
- (d) To create additional easements through the Common Properties for the purpose of making improvements within the Subdivision or any property added thereto (including, but not limited to, additional utility and/or drainage easements), as reasonably necessary in the sole discretion of Declarant;
- (e) To alter the size of any Lot, combine or merge two or more Lots, to subdivide Lots or other Property into Common Property;
- (f) To reasonably amend the covenants and use restrictions contained in this Declaration in conformity with the general plan and scheme of development; and
- (g) To assign the Declarant's rights to a successor in interest.

(3)  
ARTICLE III  
USE RESTRICTIONS

Section 1 There are trees located on the plat and labeled “no cut.” These trees will be replaced by the Developer if they die within one year. After one year it will be the responsibility of the Homeowners Association to replace the tree with equal caliper if they have been significantly damaged or destroyed. No Lot owner upon which these designated trees are located may by any act of the lot owner or any contractor working under said owner’s control remove or destroy these designated trees without consent from the City Planning Department.

Section 2 All Lots shall be used for residential purposes only and shall not be used for any business or commercial purposes; provided, however, that Developer reserves the right to use any Lot and any improvements thereon owned by Developer as a model home with sales office. Group family homes are prohibited.

Section 3 All Lots shall be residential lots, and no structure shall be erected, altered, placed, or permitted to remain on any of said lots except one detached single family dwelling of not more than two and one-half stories in height, a private garage for not more than three cars, and other outbuildings in the rear of the dwelling house, which outbuildings shall be constructed in the same manner and with the same materials as the single family dwelling located on the Lot. Manufactured metal buildings may not be placed on any Lot in the subdivision.

Section 4 No residential dwelling shall be erected or allowed to remain on any of the said Lots which shall contain a heated-area living space of less than two thousand four hundred (2,400) square feet. Heated-area living space shall mean the ordinary living space in a house which is designed and constructed so as to be capable of being heated for regular living use in cold weather. In the computation of floor space, furnace room areas, garages, carports, and porches shall not be counted. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purposes, whether attached to or detached from the main residence, shall be commenced, placed, erected, or allowed to remain on any building lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building lot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Developer shall require, including, if so required, plans for the grading and landscaping of the building lot showing any changes proposed to be made in the elevation

(4)

of surface contours of the land, have been submitted to and approved in writing by the Developer, have been lodged permanently with the Developer.

The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Developer of said land and contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Developer may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built to the building lot upon which the owner proposes to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. In the event the Developer fails to approve or disapprove such building plans and specification within thirty (30) days after the same have been fully submitted to it as required above, or the foundation of the building has been completed and approved by the local building inspection department, the approval of the Developer shall be presumed, and the provisions of this paragraph shall be deemed to have been complied with. However, no residence or other building, structure, or improvement which violates any of the covenants and restrictions herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a lot. All driveways shall be constructed of concrete.

Section 5 All structures shall comply with all setbacks within the subdivision, and set-back requirements as are set forth on the Plat of Copper Pond, recorded in Wake County, North Carolina in Map Book 2017, Page 1823. For the purposes of these covenants, eaves, steps, overhangs and chimneys shall be considered as a part of the building, provided however, that this shall not be construed to permit any portion of an improvement on a Lot to encroach upon another Lot. When consistent with the zoning ordinance, the building line set-back as provided for in this paragraph may be varied by (i) the Developer so long as the Developer owns any Lot in the subdivision herein described, or (ii) as much as ten (10) percent with the express written consent of the Developer, which said consent document need not be on record in the Office of the Register of Deeds, Wake County, North Carolina.

Section 6 Chain link and privacy fences are prohibited. Other fences must be approved in writing by the Declarant or Architectural Committee, which will be formed after the period of Declarant control.

Section 7 Television satellite or dish antennae having a diameter in excess of twenty-two (22) inches are prohibited. All allowable satellite dishes or antennae are to be placed or installed on the rear of the house or the rear corner.

(5)

Section 8 Parking on Copper Pond Way is reserved for short-term guests of owners and may not interfere with access to other owners' driveways and mail boxes. Boats, RVs, and commercial vehicles may not park on Tullamore Lane except for service techs while doing service work and construction vehicles while houses or other improvements are being constructed. During the period of Declarant control, the construction vehicle parking will be controlled by the Declarant so as to keep to a minimum the vehicles parked on Copper Pond Way.

Section 10 No lot shall have over 3 vehicles belonging to residents of that lot parked outside the garage on a continuing basis. This is not to prohibit guest or family members who do not reside full time on the property. No automobile or motor vehicle may be dismantled or stored on said property, and no mechanically defective automobile or motor vehicle nor any mechanical machine, or machinery shall be placed or allowed to remain on said property for over thirty (30) days. Notwithstanding the above, these restrictions shall not apply if such vehicle is kept in an enclosed garage and out of sight from the street. Commercial vehicles, camper trailers, trailers, and/or boats shall be stored at the rear of the residence and shall be within the yard set-backs and limited to 2 per lot.

Section 11 No trailer, tent, shack, garage, barn or similar type of outbuilding shall be placed, erected, or allowed to remain on any Lot without the written consent of the Developers, its successors and assigns. No structure of a temporary character shall be used as a residence temporarily, permanently, or otherwise. No portable storage units such as PODS may be placed on any Lot for more than forty-five (45) days.

Section 12 Only break-away mailboxes approved by the Declarant may be constructed in the subdivision.

Section 13 The grounds of each lot within the subdivision must be maintained to a reasonable standard established by Declarant before, during and after construction during the period of Declarant Control and after that period by the Homeowners Association.

Section 14 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets may be kept, provided, that they are not kept, bred or maintained for commercial purposes.

(6)

Section 15 Each lot owner covenants and agrees that he will control the noise level emanating from any activities on the lot at a reasonable level. The lot owner shall not allow the noise level to become a nuisance or to otherwise interfere with adjoining lot owners' reasonable use of their lots.

Section 16 It is understood and agreed that these restrictions are made for the mutual benefit of the grantors and grantees and any and all subsequent grantees, and all such parties shall be deemed to have a vested interest in these restrictions and the right of enforcing same.

Section 17 The invalidation of any one or more or any part of any one or more of the covenants and conditions set forth herein shall not affect or invalidate the remaining covenants and conditions or portions thereof.

#### ARTICLE IV UTILITIES AND UTILITY AND DRAINAGE EASEMENTS

Section 1 Developer reserves the right to subject the real property in this entire subdivision to a contract with public utility providers for the installation of overhead and/or underground electric cables or other utilities and/or for the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to such public utility provider by the owner of each improved Lot. Developer and its successors in title may devote any lot or portion thereof, not already sold, for any construction and uses which it, in its sole discretion, deems necessary in order to provide the subdivision with utilities.

Section 2 Easements for installation and maintenance of utilities and drainage facilities and signs are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage, or which may obstruct or retard the flow of water. All areas indicated as streets and easements on the recorded plat are hereby dedicated to public use for such uses forever except side yard easements, which are for the use and benefit of those persons and lots as described herein.

(7)

ARTICLE V  
MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION

The Association will be responsible for maintenance as needed for the following:

- (a) Copper Pond Way (a private street): permanent curbs and sidewalks (common area)
- (b) Open Space #1 (common area)
- (c) The Copper Pond sign, fencing and landscaping.

ARTICLE VI  
HOMEOWNERS ASSOCIATION

As a member of Copper Pond Home Owners Association of Fuquay-Varina, Inc. Lot owner shall be liable for annual dues in an amount not less than \$500.00. Said dues will be billed annually and will begin on the first day of January preceding conveyance from the builder or the developer to the buyer. In addition, each lot shall be assessed a one-time initial start up fee of \$100.00 at conveyance.

Section 1      Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned with the Properties, hereby covenants, and 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: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments or charges, together with interest, costs and reasonable attorney's fees, shall be a charge against the Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment or charge together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person or entity who is the Owner of such property at the time when the assessment fee is due.

Section 2      Purpose of Assessments. The assessments or charges levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and in particular for the maintenance, repair and reconstruction of the common roadways, driveways and parking areas and walkways serving the subdivision and for the acquisition, improvement and maintenance of properties, services and facilities devoted to this



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purpose and related to the use and enjoyment of the Common Area, including, but not limited to, the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, landscaping and ground maintenance of Common Area, the payment of taxes or special assessments assessed against the Common Area, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys and/or accountants to represent the Association, when necessary, and such other needs as may arise.

Section 3      Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors of 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 or replacement of a capital improvement upon the Common Area.

Section 4      Assessment Rate. Until such time as all houses have been conveyed out by the Declarant, the Declarant shall be responsible only for its pro-rata share of the maintenance and upkeep expenses of the Common Area as determined by the Board of Directors of the Association.

Section 5      Date of Commencement of Annual Assessments: Due Date. The annual assessments shall become effective as provided in this Article. The first annual assessment for each Lot conveyed by the Declarant shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the annual assessment against each Lot at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified house have been paid. A properly executed certificate of the Association as to the status of assessments on a house is binding upon the Association as of the date of its issuance.

Section 6      Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the initial rate of twelve percent (12%) per annum. Said rate may be changed from time to time by the Board of Directors of the Association. In addition to such interest charge, the delinquent owner shall also pay such late charge as may have been theretofore established by the Board of Directors of the Association to defray the costs of late payment.

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The Association may, after 90 days, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, late payment fee, costs and reasonable attorneys' fees of such action, or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his house.

Section 7 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust on a mortgage or deed of trust on a Lot or any mortgage or deed of trust to the Declarant. 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 assessment as to payments which became due prior to such sale or transfer; provided, however, that the Board of Directors of the Association may, in its sole discretion, determine such unpaid assessments to be an annual or special assessment, as applicable, collectible prorate from all owners including the foreclosure sale purchaser. Such prorate portions are payable by all Owners. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as above provided.

Section 8 Payment of Ad Valorem Taxes and Special Assessments. Upon default by the Owners Association in the payment of any ad valorem taxes levied against Common Areas or assessments for public improvements, which default continues for a period of six (6) months from the due date, each Owner of a house or undeveloped lot in the development shall become personally obligated to pay to the tax assessing government authority a portion of such taxes or assessments in an amount determined by dividing the total taxes and/or assessments due by the total number of houses and house lots. If not paid by any such Owner within thirty (30) days, such sum shall become a continuing lien, and the taxing or assessment government authority may either bring an action at law against the Owner personally obligated to pay the same or elect to foreclose the lien on the house or house lot.

The Owners Association is hereby empowered to levy assessments for the payment of expenditures for the items set forth in the preceding paragraph, and such assessments not paid by the Owner shall constitute a lien on the Owner's house or house lot.

(10)  
ARTICLE V  
GENERAL PROVISIONS


Section 1      Enforcement. So long as the Developer is an owner of a Lot shown on the plat hereinbefore referenced, Developer, 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 now or hereafter imposed by the provisions of these Restrictive Covenants. Failure by the Developer or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2      Amendment. These Restrictive Covenants shall run with and bind the land and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to these Restrictive Covenants, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date these Restrictive Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years. These Restrictive Covenants may be amended by (i) a change being approved by a written recorded instrument signed by all of the owners of all lots requesting a change or modification, by the majority of the owners of the lots to both sides within ninety (90) feet of any lot requesting the change or modification, and by the Developer, its successors and/or assigns, or (ii) while the Developer or assigns continues to own any Lot in the subdivision, by the change being approved by the written consent of the Developer during the first twenty-(20) year period.

Section 3      Conflict. In the event of any conflict between the provisions of these Covenants and any applicable provisions of the Wake County ordinances and codes, the provisions of the Wake County ordinances and codes shall control.

IN WITNESS WHEREOF COPPER POND DEVELOPERS, LLC, the Developer herein, has caused this Declaration to be signed in its name the day and year first above written.

COPPER POND DEVELOPERS, LLC

By:   
John D. Hornaday, Jr., Managing Member

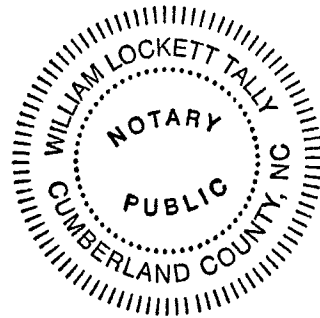
State of North Carolina

Cumberland County

I, William Lockett Tally, a Notary Public for said county and state, do hereby certify John D. Hornaday, Jr., Managing Member of COPPER POND DEVELOPERS, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires: 11 / 9 / 2019

William Lockett Tally Notary Public



**EXHIBIT "A"**

**(Articles of Organization)**

**See Pages to Follow**



# NORTH CAROLINA Department of the Secretary of State

To all whom these presents shall come, Greetings:

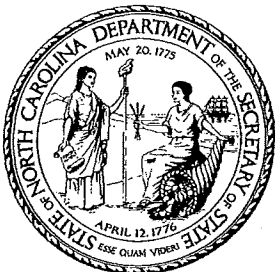
I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

## ARTICLES OF INCORPORATION

OF

**COPPER POND HOMEOWNERS ASSOCIATION OF FUQUAY-VARINA, INC.**

the original of which was filed in this office on the 19th day of June, 2017.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 19th day of June, 2017.

*Elaine F. Marshall*

Secretary of State

SOSID: 1603616  
 Date Filed: 6/19/2017 2:16:00 PM  
 Elaine F. Marshall  
 North Carolina Secretary of State  
 C2017 159 00773

State of North Carolina  
 Department of the Secretary of State

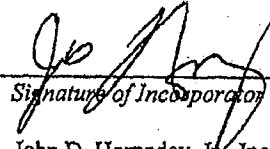
ARTICLES OF INCORPORATION  
 NONPROFIT CORPORATION

Pursuant to §55A-2-02 of the General Statutes of North Carolina, the undersigned corporation does hereby submit these Articles of Incorporation for the purpose of forming a nonprofit corporation.

1. The name of the corporation is: Copper Pond Homeowners Association of Fuquay-Varina, Inc.
2. \_\_\_\_\_ (Check only if applicable.) The corporation is a charitable or religious corporation as defined in NCGS §55A-1-40(4).
3. The street address and county of the initial registered office of the corporation is:  
 Number and Street 581 Executive Place, Suite 700  
 City, State, Zip Code Fayetteville, NC 28305 County Cumberland
4. The mailing address *if different from the street address* of the initial registered office is:  
same as above
5. The name of the initial registered agent is:  
John D. Hornaday, Jr.
6. The name and address of each incorporator is as follows: \_\_\_\_\_  
John D. Hornaday, Jr., 581 Executive Place, Suite 700, Fayetteville, NC 28305
7. (Check either a or b below.)  
 a.  The corporation will have members.  
 b.  The corporation will not have members.
8. Attached are provisions regarding the distribution of the corporation's assets upon its dissolution.
9. Any other provisions which the corporation elects to include are attached.
10. The street address and county of the principal office of the corporation is:  
 Number and Street 581 Executive Place, Suite 700  
 City, State, Zip Code Fayetteville, NC 28305 County Cumberland
11. The mailing address *if different from the street address* of the principal office is:  
Same as Above

12. These articles will be effective upon filing, unless a later time and/or date is specified: \_\_\_\_\_

This is the 9 day of June, 2017.



*Signature of Incorporator*

John D. Hornaday, Jr., Incorporator

*Type or print Incorporator's name and title, if any*

NOTES:

1. Filing fee is \$60. This document must be filed with the Secretary of State.

Revised January 2000

Form N-01

CORPORATIONS DIVISION

P. O. BOX 29622

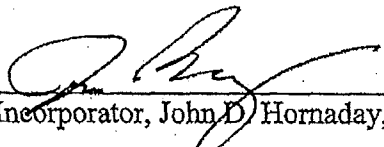
RALEIGH, NC 27626-0622



COPPER POND HOMEOWNERS ASSOCIATION OF FUQUAY-VARINA, INC.  
PROVISION FOR DISSOLUTION

In the event of a dissolution and/or liquidation of the Corporation, all of the residual assets of the Corporation shall be distributed to such organization(s) that are exempt under Section 501(c)(3) or Section 528(c)(4) of the Code or corresponding sections of any prior or future Internal Revenue Code at the time of dissolution as shall, in the judgment of the directors, be most likely to fulfill the purpose of the Corporation.

IN WITNESS WHEREOF, the Incorporator has executed this Provision for Dissolution this the 5 day of June, 2017.

  
\_\_\_\_\_  
Incorporator, John D. Hornaday, Jr.

**EXHIBIT "B"**

**(Bylaws)**

**See Pages to Follow**

# Bylaws

Bylaws of Copper Pond Homeowners Association of Fuquay-Varina Inc.

## ARTICLE I

The name of the corporation is COPPER POND HOMEOWNERS ASSOCIATION OF FUQUAY-VARINA, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 581 Executive Place in the City of Fayetteville, North Carolina, but meetings of members and directors may be held at such places within the State of North Carolina, County of Wake, as may be designated by the Board of Directors.

## ARTICLE II DEFINITIONS

Section 1. "Association" shall mean and refer to COPPER POND HOMEOWNERS ASSOCIATION OF FUQUAY-VARINA, INC. its successors and assigns.

**Section 2.** "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, **Conditions and Restrictions, and such additions thereto** as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of lands shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

**Section 5.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Copper Pond Developers, LLC, Inc its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "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 Wake County, North Carolina.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

## ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of eight o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on

the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by

the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A or Class B memberships.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least

15 days before such meeting to each member entitled to vote thereafter, 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 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation,; the Declaration of these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitle to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. 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 the member of his .Lot.

#### ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association be managed by a Board of ten directors, who need not shall be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from

the Board, with or without a cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be elected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of: a Chair man, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion. But not less than the number of vacancies that are to be filled. Such nominations may be made among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) 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 60 days for infraction of published rules and regulations;
- (c) 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;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, 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; and
  - (3) 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 employee having fiscal responsibilities to be bonded, as it may deem appropriate; (g) cause the Common Area to be maintained.
- (h) cause the exterior of the dwellings to be maintained.

#### Article: VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors,

a secretary, and a treasurer, and such other officers as Ute Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first 1st meeting of all Board of Directors following each annual meeting of the members.

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

Section 4. 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 2nd Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date or 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 appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

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 except in the case of special offices created pursuant to Section 4 of this Article.

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

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

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him 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 members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings and of the Board and of the members; keep appropriate current records 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 by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant. at the corporation of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting and deliver a copy of each to the members.

## ARTICLE IX COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X BOOKS AND RECORDS

The books records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

## ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after due date, the assessment shall bear interest from the date of delinquency at the rate of six {6%}

percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

## ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Copper Pond Homeowners Association of Fuquay-Varina, Inc., Corporate Seal, North Carolina, [ 1974



ARTICLE XIII AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by pro, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2 In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 1st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Copper Pond Homeowners Association of Fuquay-Varina, Inc., have heretofore set our hands this 19<sup>th</sup> day of June, 2017.

Board of Directors:

Copper Pond Developers, LLC

By: \_\_\_\_\_  
John D. Hornaday, Jr., Managing Member

State of North Carolina

Cumberland County

I, \_\_\_\_\_, a Notary Public for said county and state, do hereby certify JOHN D. HORNADAY, JR., Managing Member of Copper Pond Developers, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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