

11

*278*

FOR REGISTRATION REGISTER OF DEEDS  
REBECCA T. CHRISTIAN  
NEW HANOVER COUNTY, NC  
2002 APR 30 12:53:28 PM  
BK: 3283 PG: 615-626 FEE: \$44.00  
INSTRUMENT # 2002021712

**THE AMENDMENTS OF THE SOUTH RIDGE COMMUNITY OWNERS' ASSOCIATION INC BY-LAWS**

As defined in ARTICLE 1 of the South Ridge Community by-laws, the laws can be amended from time to time.

Per ARTICLE 11 Section 2 (D) The by-laws may be established and enforced by the Board of Directors

Following is the revision of the By-laws for the South Ridge Community.

**ARTICLE I**

**Purpose, Definitions**

The South Ridge Community Owner's Association, a nonprofit corporation organized under Chapter 55A of the North Carolina Corporation Act, has been established to administer South Ridge Community, a condominium located in Federal Point Township, New Hanover County, North Carolina, pursuant to the North Carolina Condominium Act, the Declaration of South Ridge Community and these Bylaws, as the same may be amended from time to time. Definitions contained in the North Carolina Condominium Act, as the same may be modified by the Declaration of South Ridge Community Condominium apply herein.

**ARTICLE II**

**Board of Directors**

**SECTION 1. NUMBER AND QUALIFICATION**

The affairs of the community shall be administered and managed by the association of owners, all power and authority of which shall be exercised through the Board of Directors. The Board of Directors shall be constituted of five (5) persons. The Board of Directors shall be elected by the unit owners.

**SECTION 2. POWERS AND DUTIES**

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association as set forth in the North Carolina Condominium Act and may do all acts and things as are not by law, the Declaration of the Bylaws directed to be exercised and done by the owners. The owners and duties of the Board of Directors shall include, but not be limited to, the following:

- (A) Maintenance, repair, replacement and operation of the common elements, and utility lines to the extent that the utilities are under the control of the association, and not within any residential dwelling of any unit.
- (B) Establishing, assessing and collecting of assessments from the owners, to cover both current expenses and reserves, and maintaining accounting records.
- (C) Designation and dismissal of the personnel necessary for the maintenance and operation of the common elements and facilities.

**Mailed To** *Duma Burns*  
*799-7708*

*6140 Carolina Beach Rd*  
*Not B WNC 28412*

**(D) Establishment and enforcement of rules and regulations as adopted for the conduct of owners, occupants, and users of the community properties or facilities and/ or any units therein.**

### **SECTION 3 Management Agent**

**The Board of Directors may employ for the Association, an accounting firm at a compensation established by the Board to perform such duties and services as the Board shall authorize.**

### **SECTION 4. Election and Terms of Officers**

**Each director shall be elected by a majority of the unit owners on an annual basis. Each term of Director shall be one year.**

### **SECTION 5. Vacancies**

**Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by the majority of the remaining Directors, provided that in the event of a deadlock, by the Declarant in the Declaration and its successors and assigns, or if the Declarant is no longer entitled to so designate then by the unit owners. Each so elected shall serve as a director until the end of the term of the director whom he replaces.**

### **SECTION 6. Removal of Director**

**Declarant-designed directors may be removed and replaced by the Declarant at anytime. Member-designated directors at any regular or special meeting duly called, may be removed with or without cause by three-fourths (3/4) vote of all of the members and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by any owners shall be given an opportunity to be heard in the meeting and shall be afforded the right to have the vote on his removal adjourned to a new date not less than seven (7) nor more than Ten(10) days from the date of the meeting at which the removal is proposed. Removal shall be automatic for any member of the Board who shall miss (3) consecutive meetings without offering an excuse to the Board.**

### **SECTION 7. Meeting**

**The first meeting of each newly elected/ designated Board of Directors thereafter shall be held within the first (14) days after the election or appointment at such Place as shall be fixed by the Directors.**

### **SECTION 8. Regular Meetings**

**Regular meetings of the Board of Directors shall be held at such times and places as shall be determined from time to time by a majority of the directors. At least two (2) such meetings shall be held during each fiscal year. Notice of the regular meeting of**

the Board of Directors shall be included in the monthly dues statement mailed by accounting firm three (3) days prior to the day named for such a meeting.

#### **SECTION 9. Special Meetings**

Special Meeting of the Board of Directors may be called by the President or any two (2) members of the Board of Directors on three (3) days notice to each director, given personally, by mail, or by telephone, which notice shall state the time, place, (as hereabove provided), and the purpose of the meeting.

#### **SECTION 10. Waiver of Notice**

Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

#### **SECTION 11. Board of Directors Quorum**

At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

### **ARTICLE III**

#### **SECTION 1. Membership**

All owners of a home shall be members of the Association

#### **SECTION 2. Place of Meetings**

Meetings of the Association members shall be held at the principal office of the community or such other suitable place convenient to the owners as may be designated by the Board of Directors.

#### **SECTION 3. Annual Meeting**

The first annual meeting of the Association was held during the first week of December 1988. Thereafter, the annual meetings of the Association members shall be held during the first week of January in each succeeding year.

#### **SECTION 4. Special Meetings**

It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of three fourths (3/4) of the owners present.

#### **SECTION 5. Notice of Meeting**

Notice of scheduled meetings will be mailed with the monthly homeowner's dues statement stating the purpose thereof as well as the time and place to be held, to each owner of record, at least five (5) but not more than (30) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

#### **SECTION 6. Adjourned Meetings**

If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present may adjourn the meeting to a time not in excess of seven (7) days from the time the original meeting was called.

#### **SECTION 7. Order of Business**

The order of business at all meeting of the owners of homes shall be as follows.

- a. Proof of notice of meeting or waiver of notice
- b. Reading of minutes of preceeding meeting
- c. Report of officers
- d. Report of committees
- e. At annual meeting, election of directors (following the initial term of the initial Board of Directors)
- f. Unfinished business
- g. New business

#### **SECTION 8. Voting**

Voting shall be on the basis of one vote for each unit. The owner of 2 or more units shall be entitled to the sum total of the vote assigned to those units.

**SECTION 9. Majority of Owners**

As used in the Bylaws, the term "majority of owners" shall mean those owners holding 51% of the votes.

**SECTION 10. Quorum**

Except as otherwise provided in the bylaws, the presence in person of one-quarter (1/4) of persons entitled to vote shall constitute a quorum.

**SECTION 11. Proxies**

There will be no proxies for the South Ridge Community.

Notification of Home Owner's meeting will be sent to each Home Owners home At least 7 days prior to the meeting. Anyone wishing to participate must attend The meeting. **ALL VOTES MUST BE CAST IN PERSON.**

**SECTION 12. Owners through Foreclosure**

Any mortgagee of a unit through a foreclosure proceeding shall be deemed to be an Owner at the time of the recording of the deed. Said owner shall from thenceforth Be deemed to be an owner with all the privileges, voting rights and duties of owner.

**ARTICLE IV**

**OFFICERS**

**SECTION 1. Designation**

The Principal officers of the Association shall be a **PRESIDENT**, a **VICE PRESIDENT**, **TREASURER**, **SECRETARY** and **ASSISTANT SECRETARY**, all of whom shall be elected by the Home Owners Association. The directors may appoint an assistant Treasurer and such other officers as in their judgment may be necessary.

**SECTION 2. Election of Officers**

The officers of the Association shall be elected annually by the Home Owners at the first Association meeting of the year.

**SECTION 3. Removal of Officers**

Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such a purpose.

#### **SECTION 4. President**

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

#### **SECTION 5. Vice President**

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon them by the Board of Directors.

#### **SECTION 6. Treasurer**

Treasurer shall be responsible or the verification of monies of the Association spent.

#### **SECTION 7. Secretary**

The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

#### **SECTION 8. Assistant Secretary**

The Assistant Secretary shall assume the duties of the Secretary in case of Absence.

#### **SECTION 9. Accounting**

The accounting firm shall have responsibility for Association funds and securities and shall have the responsibility for keeping full and accurate accounts of all receipts and disbursements in book belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. Any reimbursement or payment made to a person or vendor for services rendered must be accompanied by detailed billing information and signed by President and Vice President and agreed upon by the board members. Board member cannot a sign a check made out to himself. Reimbursement must be fully itemized and approved by Board Members. The accounting firm or the President holds the Association's check book.

### **ARTICLE V**

#### **SECTION 1.**

### **Assessments**

**All owners are personally obligated to pay, and all units are subject to the lien, for periodic assessments imposed by the Association to meet all expenses incident to the Repair, maintenance, improvement and replacement of common element, including recreational facilities, utilities, roads, drainage facilities and all other expenses reasonably incident to the operation, enjoyment and furtherance of the Community and its Association, as such assessments are fixed from time to time by the Board of Directors for the protection of individual unit owners. The board of Directors may impose assessments upon individual units and unit owners, but only in strict accordance with the Declaration and the North Carolina Condominium Act.**

**Unless otherwise provided in the Declaration, all assessments shall be made pro rate according to the proportionate share of an owner's individual interest in the common elements as set forth in the Declaration.**

**The Board of Directors may enforce the collection of any assessment against any owner and /or unit by any lawful means including , but not limited to, the following:**

- a. Recording a notice of lien with Clerk of Superior Court of New Hanover County in accordance with Chapter 47C-3-116 of the North Caroling Condominium Act and bringing and action to enforce and foreclose the same.**
- b. Filing suit against the individual owner (s) of said unit. The obligation of the owners to pay said assessments shall be joint and several. In any suit, the individual owner shall be liable to the Association for interest and reasonable counsel fees and costs entailed in the prosecution of said unit.**

## **SECTION 2. MAINTENANCE AND REPAIR**

### **A. COMMON ELEMENTS**

The Board of Directors acting for the Association shall discuss and perform promptly all maintenance and repair work to properly maintain the common elements of the South Ridge Community. All expenditures shall be discussed and agreed upon by all attending members of the Home Owners Association.

Expenditures in excess of \$250.00 will be put up for bid by a least 2 different contractors with the results to be discussed at Home Owners meeting before job is given out for completion.

### **B. UTILITIES**

Everyone living in the South Ridge Community must be on the community well system (less taken over by the City Water System).

Every home has a meter . The meter is to be read by a person provided by South Ridge, on or about the first of every month. Water bill and home owner dues will be mailed out on the 15<sup>th</sup> of every month. The bill is due on the first of the following month. If the bill has not been paid by the 10<sup>th</sup> of that month, a \$10.00 late charge will be added each month until bill is paid. If water bill becomes 2 months past due, the meter will be pulled and a \$60.00 Reconnecting fee will apply.

Each household is allotted 4000 gallons of water per month. Each additional 1000 gallons of water used will be billed at \$1.00 per every 1000 used.

Telephone is provided by Bell South and is each individuals responsibility

Sewage disposal is provided by individual septic tanks and is the responsibility of the home owner

TV cable service is available at a standard rate and is the responsibility of each individual home owner.

A financial statement of The South Ridge Community (Home Owner's Association) will be mailed to each home owner once a year.

All entries should have a detailed description of expense. At no time shall an entry be entered as misc. An entry for Maintenance should be fully detailed.

### **C. REIMBURSEMENT TO THE ASSOCIATION**

An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common element or part thereof damaged through The fault of such owner or any person coming with the limits of the community at the invitation or with the permission of said owner. (including minor members of the owner's family).

This will include any damage done to the privacy fence surrounding the Community that has been installed by the Home Owners Association.



### SECTION 3. RULES AND REGULATIONS

The South Ridge Community has been designed and built to exacting standards and esthetic requirements. These rules have been established for the protection of home owners to achieve the goal of a pleasant environment

#### A. SPEED LIMIT AND PARKING

The speed limit through the community is 15 MPH.

Vehicles should be parked in each individual's driveway.  
Each resident should have a defined driveway area. (This does not mean anywhere in the yard)

Parking is prohibited on the street. Guest may park on the shoulder of the street in front of owner's house for no longer than 24 hours.

Emergency vehicles must be able to get by.

All homes must display their house number.

All Vehicles must be tagged. All boats, campers, trailers and oversized work vehicles must be parked in back yard. There shall be no motor vehicles of any type stored which are not readily drivable and operable.

All terrain vehicles, dirt bikes or other off road vehicles may be owned but not driven in the community.

#### B. SITE

To maintain overall esthetics and design concept, any structure such as, but not limited to, utility sheds, carports, porches, storage fences, patio roofs, fences, etc., whether located in the limited common elements or not, if approved and permitted by the Association, shall meet the New Hanover County Codes and be painted to match the color of the home. No structure should take more than 90 days to complete.

Outside clothes drying is to be on removable clothes lines of approved design at specified locations shielded by fencing where necessary.

Maintenance of the home and accessory structures on site is the responsibility of the unit owner. The exterior shall be washed down at least once (1) a year and accessory structures shall be kept in good repair and stained or painted when necessary.

Skirting must not display any deterioration and must enclose the entire area  
Between the home and ground.

Front yard of homes must be clean and neat. Trash must be picked up and yards  
mowed on a regular basis. Unsightly debris will be removed from the site at the  
resident's expense.

All lawns must be mowed and trimmed at least once a week during high growing  
season. All other times lawns must be kept mowed to an attractive length.  
Un-mowed lawns will be mowed and the homeowner billed for the expense.

There will be no chain link fence in the front yards.

South Ridge owns 3 feet from the road (shoulder of the road). Any homeowner  
wishing to put something of this 3 feet of area, must have the Associations  
approval. This area cannot and must not be used for parking.

All pools should be located in the back of property and surrounded by a 4 foot  
fence.

Pets must be kept in fenced in back yard. Pets must have shelter and a place to  
sleep. No animals will be allowed to live under home owners house. Walking pets  
must be on a leash and owner must pick up after pets. Dogs cannot be allowed to  
bark or howl at will.

Vehicles traveling through the neighborhood should play their car stereo at a  
moderate level. No loud music.

No farm animals are allowed.

The only permitted manufactured homes allowed in Phase I, II and III of the  
South Ridge Community will be multi-sectioned homes.

Sub-letting is not allowed.

Owner shall take full responsibility of their property at all times.

All residents shall be given a copy of the Community by-laws and will be required  
To abide by the laws. Phone number and address of the owner must be available  
To the association in case of problems with residents living in unit.

The Board of Directors/ Home Owners' Association is not responsible for  
Domestic problems. If a problem occurs, call 911.

### C. GARBAGE AND TRASH

Garbage and trash containers shall be kept clean and free of offensive odors. Trash containers should be kept in proper storage area (out of site) until trash day. Containers shall be moved from the curb line after pick up and placed in their proper storage area no later than the end of the day the pick up occurred.

D. GENERAL

The unit owner shall not violate and shall comply with these By-laws including Amendments thereto, the Declaration, and State, County and Municipal laws. If a home owner chooses to not follow the by-laws, the Board will determine the actions needed to remedy the situation and the home owner will be billed for the Process.

These Bylaws may be amended by the Board of Directors at any regular meeting of the Board or any meeting called for such a purpose. However, no amendment shall take effect unless approved by 3/5<sup>th</sup> of the members of the Board of Directors.

In pursuant of these amendments, the Board of Directors met on April 16, 2002. The amendments of the by-laws were voted and agreed upon unanimously by the Board for the betterment of our neighborhood in the South Ridge Community.

SOUTHRIDGE BOARD OF DIRECTORS

By: *Drema D. Summ*  
MBR

North Carolina  
New Hanover County

I, *Barbara E. Pudney*, a Notary Public for Brunswick County, North Carolina, do hereby certify that *Ben Jones*  
(SIGNATURE)

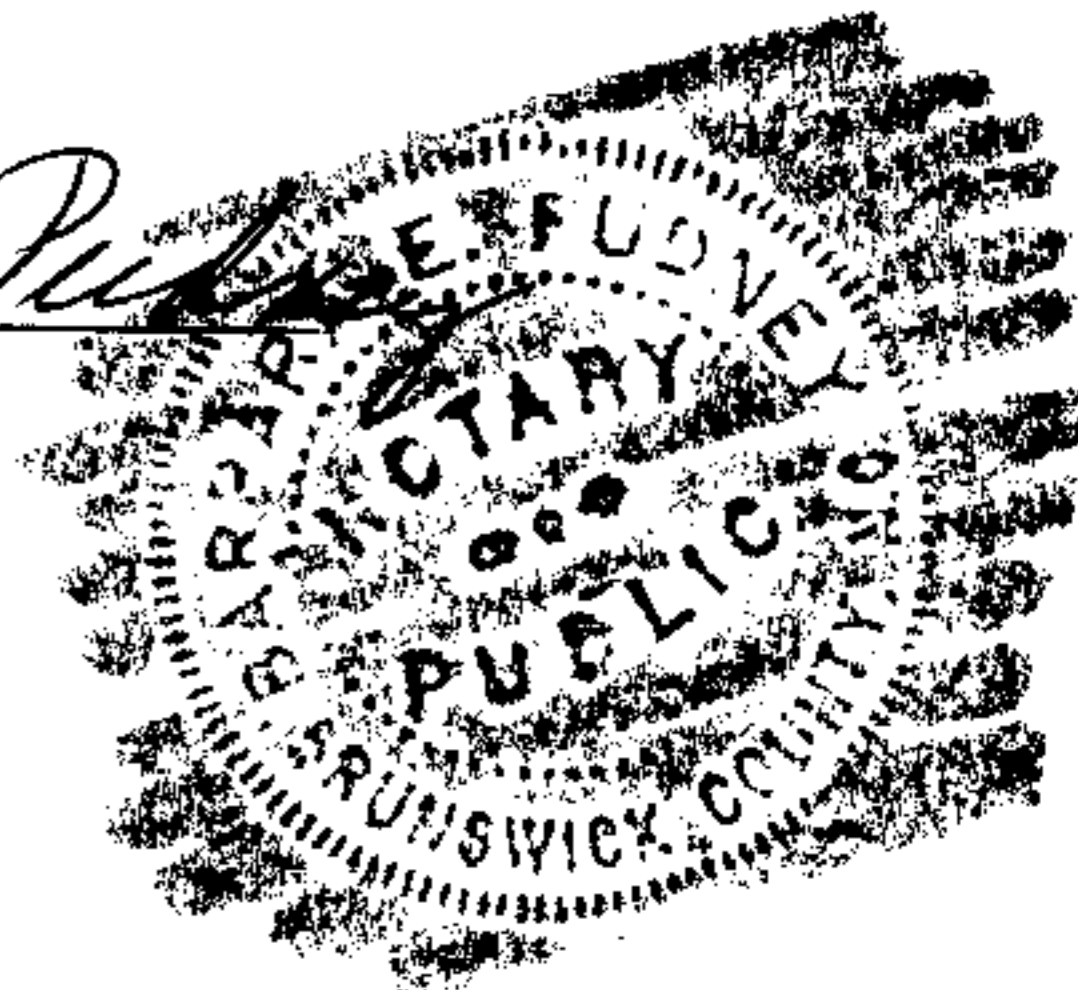
and *Drema D. Summ* (members of the South Ridge Board  
(SIGNATURE)  
of Directors) personally appeared before me this day and acknowledged the due

execution of the foregoing instrument.

Witness my hand and official seal, this the *29<sup>th</sup>* day of *April*, 2002.

*Barbara E. Pudney*  
Notary Public

My commission expires *2/7/07*





REBECCA T. CHRISTIAN  
REGISTER OF DEEDS, NEW HANOVER  
JUDICIAL BUILDING  
316 PRINCESS STREET  
WILMINGTON, NC 28401

\*\*\*\*\*

Filed For Registration: 04/30/2002 12:53:28 PM  
Book: RE 3283 Page: 615-626  
Document No.: 2002021712  
AMEND 12 PGS \$44.00  
Recorder: MARVIS ANN STORER

\*\*\*\*\*

State of North Carolina, County of New Hanover

The foregoing certificate of BARBARA E PUDNEY Notary is certified to be correct. This 30TH of April 2002

REBECCA T. CHRISTIAN , REGISTER OF DEEDS

By: Marvis Ann Storer  
Deputy/Assistant Register of Deeds

\*\*\*\*\*

**\*2002021712\***

2002021712