

May 1987 Revision

HILL'S POINT SUBDIVISION BYLAWS

These bylaws shall be recorded in the Office of the Register of Deeds of Beaufort County as part of the Declaration Creating Unit Ownership of Hill's Point Subdivision, pursuant to the provisions of Chapter 47 A-18 of the General Statutes of North Carolina. No amendment to the bylaws shall be valid unless set forth in an amendment to the declaration and such amendment is duly recorded. Covenants and use restrictions which apply to Hill's Point Subdivision are also recorded herewith.

ARTICLE I--PURPOSE

The purpose of the Hill's Point Subdivision Homeowners Association is to provide an entity to insure the continuing responsibility for the upkeep and maintenance of the roads and roadways abutting Lots 1-48 (excluding private driveways) in Hill's Point Subdivision; to maintain the complete water system, the complete septic system, and parking area; to maintain the landscaping and appearance in the reserved common areas and parking area; and to maintain the piers, boat ramp, and all other appurtenances not embraced within the lines of the mobile home lots, including the beach area. The common areas shall include the entire septic system, which will receive the highest priority for expenditures by the Association, except for federal, state, and local taxes and insurance. All common areas will be under the direct supervision of the Association and funds from which to provide these services shall be obtained by assessing an annual fee to each lot owner in said subdivision, as well as lot owners outside of the subdivision who are connected to Hill's Point Subdivision water system.

ARTICLE II--ASSESSMENTS

The moneys obtained from the annual assessment shall become a trust fund owned by the Association and shall be deposited in trust in a checking account and an interest-bearing account where possible, in a bank to be designated in the state of North Carolina. From these funds, bills for maintenance and upkeep and repairs will be paid; and said funds shall not be spent for any purpose other than those considered by majority vote of the membership to be of general benefit to the total subdivision. This assessment fee shall not be refundable. Assessment shall be annual; however, in an emergency situation such as a major breakdown, a special assessment of funds may be necessary. In any event, no special or additional assessment shall be implemented by the Executive Board of the Association without the approval of the majority of the Association membership at a properly noticed special meeting called for the purpose of approval of same.

ARTICLE III--ORGANIZATIONAL MEETING

- A. An organizational meeting of the Association shall be held the last Sunday in May so that the newly elected treasurer can have the assessments ready for mailing by July 1, 1984. A chairman shall be elected to preside over

said meeting of the Association membership and a Board of Directors shall be elected by majority vote of the lot owners. This initial meeting shall elect two board members to serve two years, and three board members to serve three years; and thereafter the terms of the directors shall be three years each. A president, vice-president, secretary, and treasurer shall be elected by majority vote of the membership to serve one year or until new officers are elected and shall qualify. These officers, with the five members of the Board of Directors, shall constitute the Executive Board. In the event of a vacancy of said Executive Board, the lot owners shall elect a replacement by majority vote at a special meeting called therefor.

- B. Thereafter, three new Board members shall be elected by the Association each year for a nonconsecutive three-year term. Officers shall be elected from the nine-member Board. These officers shall be a president, president-elect, and secretary-treasurer.

ARTICLE IV---PROPERTY OF THE ASSOCIATION

- A. The Hill's Point Subdivision Homeowners Association will, upon organization, own the following:
1. Own and maintain entire water system, which includes buildings and equipment for Wells I and II on the accompanying map; maintenance shall include the purchase of salt and other chemicals necessary to treat the water, and water samples must be taken as required by the State of North Carolina;
 2. Own and maintain the entire septic system, which is considered a common area and services Lots 1-48 in said subdivision;
 3. Own and maintain one Caterpillar motorgrader;
 4. Own and maintain such other equipment as is necessary to maintain the private roadways leading from or to State Road 1119 or to Pamlico River, the common areas (including beach area), parking lot, boat ramp and piers, and septic and water systems.
- B. The owners/developers, Fred C. Hollis and wife Carmella E. Hollis, shall deed to the Hill's Point Subdivision Homeowners Association all of the common areas owned by them, to include the land upon which water Wells I and II are located, the common beach area, the "parking" area, and the road leading to the boat ramp and pier. In the event of proposed dissolution of the Association, the said common areas shall be deeded by the Association, prior to its dissolution, to the lot owners of Lots 1-48 as then constituted, and to the owners of the lots as then constituted which are designated by deed to have beach privileges and access through the subdivision, as tenants in common, said ownership to run with the land. The provisions of the agreement between the Health Department, the owners/developers, and the Homeowners Association for the continuance of the proper operation, maintenance, and repair of the septic system in the event of dissolution shall apply; and a copy of that agreement shall be recorded herewith. The Association shall be responsible for listing and paying real estate taxes on said property. It shall be responsible, also, for maintaining reasonable insurance to protect not only the Association but the equipment and buildings under its care.
- C. Association members will recognize the sanctity of the commons areas and will not erect permanent structures on said areas without approval from the Board of Directors. A written request must be submitted to the Board for

any project proposed for the commons area. Notification of the Board's decision will be rendered within thirty days of the request.

ARTICLE V--ANNUAL MEETING

- A. The annual meeting of the members of the Association shall be held at a place and time designated by the Board of Directors on the Sunday of Memorial Day weekend each year. The fiscal year of the corporation shall end on April 30 of each year.
- B. Sixty (60) days prior to the annual meeting of each year, the president of the Association shall appoint a Nominating Committee, which shall draw up a slate of nominees to be presented to the membership for vote at the annual meeting. Other nominations for Board members may be presented from the floor at the annual meeting by any member of the Association. The three nominees receiving the highest number of votes shall be elected to the Board.
- C. A proposed budget to be presented at the annual meeting shall be prepared by a Finance Committee, which shall be appointed by the president of the Board. The proposed budget must be approved by the Board before being presented to the Association. A copy of the Board-approved budget, along with the names of the Board nominees, shall be sent to the Association members at least ten days prior to the annual meeting.
- D. The owner(s) of each lot shall have one vote, and a majority of votes of said lot owners shall be required to accept the budget. After the budget is accepted, the Board shall collect from each lot owner and each resident outside the subdivision who is connected to the water system an annual assessment in an amount determined by the Board. Assessment letters shall be mailed within the week following the annual meeting with payment due within thirty days. Failure to make timely payment shall result in cessation of water privileges until the assessment is paid in full.
- E. Reports of officers, including a financial report, shall be presented at the annual meeting, and any matter of concern to the Association may be discussed at the annual meeting.
- F. A special meeting of the membership may be called by the Board with the same formality as an annual meeting, specifically stating the purpose of the meeting. Action pertaining to any other matters shall not be taken at this meeting.

ARTICLE VI--DUTIES OF THE BOARD OF DIRECTORS

- A. To cause to be received and deposited in trust the funds collected as herein stated which belong to the Association and shall be spent only as set forth above.
- B. To be responsible for and have uncontrolled management of all areas lying outside the boundaries of Lots 1-48. However, any lot, whether the property is occupied by a mobile home or not, shall be maintained by its owner or owners in a manner (mowed and free of litter) which will maintain

the general appearance of the subdivision and which is acceptable to the Board of Directors of the Association. Any lot so neglected may be mowed and cleaned up by the Association at the expense of the lot owner and added to the next annual assessment of the lot owner.

- C. Any member of the Board may call a special meeting of the Board.
- D. All committees shall be appointed by the president with the approval of the Board of Directors.
- E. The method used to maintain, repair, and replace equipment on the common areas and facilities and payment therefor shall be the province of the Board of Directors, who shall have the right and responsibility to hire (or discharge) workers in any field to carry out this purpose. Approval of payment vouchers shall be the duty of the Board of Directors, or this duty shall be assigned to the treasurer.

ARTICLE VII--DUTIES OF THE OFFICERS

- A. **President:** The president shall be the official representative of the Association and shall preside at all meetings. He shall appoint all committees with approval of the Board of Directors. He shall conduct meetings in an efficient manner. He shall be an ex officio member of all committees with the right to participate in debate and vote. He shall see that all decisions of the organization are implemented.
- B. **President-elect:** The president-elect shall preside in the absence of the president. He shall perform any other duties asked of him by the Board and will serve as president during the succeeding term.
- C. **Secretary-treasurer:** The secretary-treasurer shall keep a record of all proceedings of the Association as well as minutes of the annual meeting, Board meetings, and any special called meetings. He shall prepare an annual report of the activities of the Association and maintain an accurate roster of owners of Lots 1-4R as well as names and addresses of lot owners outside the subdivision who are connected to the water system. He shall keep a record of attendance of all meetings.

The secretary-treasurer shall have charge of the funds of the Association and shall keep an accurate record of all receipts and disbursements, collect assessment fees, and make all disbursements approved by a majority of the membership or passed by the Board of Directors for payment. The secretary-treasurer shall render to the Board an account of all transactions whenever required. If required by the Board of Directors, a bond shall be furnished to guarantee the faithful performance of the above duties. The expense of such bond shall be borne by the Association.

ARTICLE VIII--MISCELLANEOUS

- A. Any new rule or any amendment to any existing rule which governs the use of the common areas shall be voted upon by the entire membership at a duly noticed special meeting, and a majority of those present shall prevail.

- B. All lot owners, tenants of such owners, employees of owners, or any other persons that may in any manner use the property where any part thereof submitted to the provisions of this article shall be subject to this article and to the declaration and bylaws of the Hill's Point Subdivision Homeowners Association (pursuant to the provisions of Article or Chapter 47-A which are applicable) adopted pursuant to the provisions of this article. All agreements, decisions, and determinations lawfully made by the Homeowners Association in accordance with the voting percentage established by the Declaration or bylaws shall be deemed to be binding on all lot owners.
- C. The assessment made of lot owners of Lots 1-48 for the purposes herein stated and as determined by the Board of Directors shall become a direct and binding obligation of the owners of each lot. This assessment shall be an obligation of the person or persons who own the lot.
- D. Should original owners sell the lot or lots covered hereby, new owners shall be required to sign three copies of this instrument, of which the original copy shall be deposited with the Association; and thereafter the new owner or owners shall be subject to this instrument.
- E. The provisions of this instrument shall run for a period of twenty (20) years, beginning July 1, 1984; and unless extended by vote of a majority of the lot owners, will terminate twenty years from that date. However, the provisions hereof may be extended by majority vote of the lot owners for any additional time as determined by the lot owners.

ARTICLE IX--MEMBERSHIP CLASSIFICATIONS

- A. Full membership consists of the owners of Lots 1-48 of Hill's Point Subdivision with all rights and privileges as outlined in this document.
- B. The Board of Directors shall have the authority to create classes of associate members with rights and privileges to be determined by the Board.

ARTICLE X--RECORDING

This instrument shall be recorded in the Office of the Register of Deeds of Beaufort County. A copy of these bylaws, covenants and use restrictions, and two maps shall be delivered to each initial buyer of each of the Lots 1-48 in the Hill's Point Subdivision. Upon the execution of the deed at the closing of the sale of each lot, the buyers shall sign copies of this instrument in triplicate with the original being held as a permanent record by the Homeowners Association. Each subsequent conveyance of any lot shall be conducted with the same procedure as above outlined, and the seller shall be charged with the responsibility of supplying the Hill's Point Subdivision Homeowners Association with the original signed copy of this instrument. The initial deed and each subsequent deed to each lot shall contain reference to recordation of these bylaws, covenants, and restrictions, and the pertinent maps; and all shall be

incorporated therein by reference with the same force and effect as if fully contained in each individual deed.

These bylaws were enacted and resolved at a duly called meeting of the Hill's Point Subdivision Homeowners Association by a majority of those members present and voting after notice given and received.

Witness the hands and seals of the officers of Hill's Point Subdivision Homeowners Association, this the 29TH day of AUGUST, 1987.

Hill's Point Subdivision Homeowners Association

By: William J. Jamon
President



Christine S. Waters
Secretary

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, Oscar L. Moore, Notary Public of Pitt Co., N.C. County, North Carolina, do hereby certify that William J. Jamon & Christine S. Waters personally appeared before me this day and acknowledged that she is Secretary of Hill's Point Sub-Division Home Owners Assoc., and that by authority of the Board of Directors duly given, the foregoing instrument was signed in its corporate name by its President, sealed with its seal, and attested by herself as Secretary.

WITNESS my hand and notarial seal, this the 29th day of August, 1987.

Oscar L. Moore
Notary Public



North Carolina
Beaufort County

Expires: April 20, 1991

The foregoing Certificate of Oscar L. Moore

Notary Public/Notaries Public is/are certified to be correct, this instrument was presented for registration and recorded in my office at Book 885, Page 442.

This 10th day of Sept, 1987 at 9:22 o'clock A.M.

John I. Morgan
Register of Deeds

By Maria J. Howard
Deputy Register of Deeds