

**BY-LAWS OF**  
**WARWICKE PLACE OWNERS ASSOCIATION, INC.**

**ARTICLE I**

**NAME, SEAL AND OFFICES**

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**SECTION 1.**        **Name:** The name of this corporation is **WARWICKE PLACE OWNERS ASSOCIATION, INC.** ("The Association").

**SECTION 2.**        **Seal:** The seal of the Association shall be circular in form and shall bear the words "CORPORATE SEAL". The Board of Directors may change the form of the seal or the inscription thereon at its pleasure.

**SECTION 3.**        **Offices:** The principal office of the Association shall be at the Management Offices of Warwicke Place Owners Association, Inc. in Bermuda Run, North Carolina, or at such other place as the Board of Directors may from time to time designate.

**ARTICLE II**

**DEFINITIONS**

**SECTION 1.**        **Plan of Ownership:** The real properties located in County of Davie, and State of North Carolina, as shown on certain maps entitled Warwicke Place at Bermuda Run, will be submitted to the provisions of a certain Declaration of Covenants, Conditions and Restrictions, dated June 16, 1986 (the "Declaration"), by the Declarant and will be subdivided into Dwelling Units and Common Properties in accordance with the maps, creating a system of ownership of the Dwelling Units to be located thereon by individual Owners, each Dwelling Unit having a non-exclusive easement of the Declaration or noted on any recorded plat of the Properties), and each Dwelling Unit being subject to a reciprocal obligation to contribute assessments for the maintenance and operation of the Common Properties and certain exterior improvements on the Dwelling Units all in accord with the Declaration. The Plan of Ownership will be extended to additional real property

by supplemental Declarations of Covenants, Conditions and Restrictions in accordance with Article One of the Declaration.

**SECTION 2.           Applicability of Bylaws:** The provisions of these Bylaws are applicable to The Properties and to the use and occupancy thereof.

**SECTION 3.           Personal Application:** All present and future Dwelling Unit Owners, trust beneficiaries, mortgagees, lessees, and occupants of the Dwelling Units, and their employees, and any other person who may use any portion of The Properties in any manner are subject to these Bylaws, the Declarations, and to the Rules and Regulations established by the Board of Directors as hereinafter set forth. The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a Dwelling Unit shall constitute an agreement that these Bylaws, the Rules and Regulations, and

the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

**SECTION 4.           Other Definitions:** The following words when used in the Declaration, any amended or supplemental Declaration, or these Bylaws or any amendment hereto (unless the context shall require otherwise) shall have the following meanings:

(a) "Assessments" or "assessments" or "Common Charges" shall mean and refer to the assessments and charges levied against the Owners of Dwelling Units in The Properties, as hereinafter defined, and the words assessments of Assessment shall be and mean the same thing as Common Charges, unless the context requires otherwise.

(b) "Association" shall mean and refer to the Warwicke Place Owners Association, Inc.; and "Bylaws" shall mean and refer to the Bylaws of the Association.

(c) "Board" shall mean and refer to the Board of Directors of the Association.

(d) "Common Expense" shall mean and refer to:

(i) Expense of administration, maintenance, repair

or replacement of the Common Properties.

(ii) **Expense declared Common Expense by the provisions of the Declaration or these Bylaws.**

(iii) **Expense agreed upon as Common Expense by the Association and lawfully assessed against Owners of Dwelling Units, in accordance with these Bylaws or the Declaration.**

(iv) **Any valid charge against the Association or against the Common Properties as a whole.**

(e) **"Club" shall mean Bermuda Run Country Club.**

(f) **"Club Dues" shall mean those dues and assessments including initiation fees charged by the Club.**

**"Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties labeled as "Common Properties" or shown as streets or roads (together with all improvements located thereon) and as such intended to be devoted to the common use and enjoyment of the Owners of the Dwelling Units, subject to special rights, if any, granted Owners of particular Dwelling Units, which are a part of The Properties.**

(g) **The "Declarant" shall mean and refer to Bermuda Run Development Company, a North Carolina general partnership, and any person or entity who is specifically assigned the rights and interests of Declarant hereunder.**

(h) **"Dwelling Unit" shall mean and refer to any improved property intended for use and occupancy as one (1) single family dwelling.**

(i) **"Limited Common Properties" or "Limited Common Areas" shall mean and refer to those areas of land (including without limitation any joint driveways) and improvements (including without limitation any common entrances to a Dwelling Unit) shown on or designated as Limited Common Properties or Limited Common Areas on any recorded subdivision map of The Properties, and intended for the use of the Owners of particular Dwelling Units to the exclusion of other owners. Any property so designated shall be for the exclusive use of the Owners of the Dwelling Units so designated on the recorded plats.**

(j) **"Limited Common Expense" shall mean and refer to expense of administration, maintenance, repair or replacement of Limited Common Properties or Limited Common Areas, which shall be assessed against those Dwelling Units having the exclusive or special rights in the use or enjoyment thereof.**

(k) **"Living Area" shall mean and refer to those heated and/or air-conditioned areas within a Dwelling Unit, which shall not include garages, carports, porches, patios, storage areas, breezeways, terraces or basements.**

(l) "Member" shall mean and refer to all those Owners who are members of the Association as provided in the Declaration.

(m) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Dwelling Unit situated upon The Properties, but notwithstanding any applicable theory of any lien or mortgage law, shall not mean or refer to any mortgagee or trust beneficiary unless and until such mortgagee or trust beneficiary has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(n) "The Properties" shall mean and refer to all the Existing Property and any additions thereto as are made subject to the Declaration by any Supplemental Declaration under the provisions of Article One of the Declaration.

### ARTICLE III

#### MEMBERSHIP

SECTION 1. Members. Every person or entity who is a record Owner of a fee simple interest in any Dwelling Unit shall be a Member of the Association pursuant to the Declaration with the limitations and voting powers therein.

SECTION 2. Assessments. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner, of, and becomes a lien upon, the property against which such assessments are made and the personal obligation of the then Member as provided by ARTICLE SEVEN of the Declaration pursuant to the terms therein.

SECTION 3. Suspension of Membership. The membership rights of any Member whose membership or interest in The Properties is subject to assessments under ARTICLE SEVEN of the Declaration, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid, but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Properties as provided herein, the Directors may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days, in addition to levying the liquidated charges provided herein.

## ARTICLE IV

### PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT

#### OF COMMON PROPERTIES

**SECTION 1.** Each Member shall be entitled to the use and enjoyment of the Common Properties and facilities as may be provided by the Declaration.

**SECTION 2.** Any Owner may share his rights of enjoyment in the Common Properties with the members of his family who reside upon The Properties or delegate said rights to any of his tenants who reside thereon, under any leasehold interest or rental agreement. Such Owner shall notify the Secretary of the Association in writing of the name of any such tenant together with a copy of said lease. The rights and privileges of such persons are subject to suspension under ARTICLE III, Section 3, herein, to the same extent as those of the Member.

## ARTICLE V

### PURPOSE AND POWERS

The Association shall operate on a not-for-profit basis in accordance with its Articles of Incorporation. The Association will not provide pecuniary gain or profit, direct or indirect, to its Members. The purposes for which it is formed are:

**SECTION 1.** General: to promote the recreation, health, safety, and welfare of the residents within The Properties, and such additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation as provided in the Declaration, and for this purpose to:

(a) own, acquire, build operate, and maintain any roads, utilities, trails, parking lots, open space, pools, tennis courts, boardwalks, lakes, docks, piers, clubhouses, streets,

footways, including building structures and personal properties incident thereto, any and all of which is hereinafter referred to as the "Common Properties";

- (b) provide exterior maintenance for the Dwelling Units within The Properties in order to maintain the character of The Properties for the mutual benefit of all the owners;
- (c) maintain unkept lands or trees;
- (d) supplement municipal services;
- (e) fix Assessments or Common Charges to be levied against The Properties;
- (f) enforce any and all covenants, restrictions and agreements applicable to The Properties;
- (g) pay taxes, if any, on the Common Properties; and
- (h) insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the resident of The Properties.

**SECTION 2.           Dispose of Assets: To mortgage, pledge, hypothecate or otherwise grant any form of security interest in and to its properties or accounts receivable, to dispose of its assets, provided that upon dissolution, the assets shall be dedicated to an agency or utility to be devoted to purposes, as nearly as practicable, the same as those to which they were**

**required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any Member vested in him under the recorded covenants and deed applicable to The Properties unless made in accordance with the provisions of such covenants and deeds.**

**SECTION 3.           Additions to The Properties and Memberships: Additions to The Properties described in the Declaration may be made only in accordance with the provisions of the recorded covenants and restrictions applicable to The Properties. Such additions, when properly made in the applicable covenants, shall extend the jurisdiction, functions, duties and membership of this Association to such properties.**

**SECTION 4. Mergers and Consolidations:** Subject to the provisions of the recorded covenants and restrictions applicable to The Properties described in the Declaration, and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of sixty-seven percent (67%) of the votes of each class of members eligible to vote at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**SECTION 5. Mortgages: Other Indebtedness:** The Association shall have the power to mortgage or grant deeds of trust (hereinafter referred to as "mortgages") on the Common Properties only to the extent authorized in this Section 5.

The total debts of the Association including the principal amount of such mortgages, outstanding at any time, shall not exceed the total of two (2) years' annual Assessments established at that time, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of sixty-seven percent (67%) of the votes of each class of Members at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**SECTION 6. Dedication of Properties or Transfer of Function to Public Agency or Utility:** The Association shall have power to dispose of the Common Properties only as authorized under the recorded covenants and restrictions applicable to said properties.

**SECTION 7. Dissolution:** The Association may be dissolved only with the assent given in writing and signed by the Members entitled to cast sixty-seven percent (67%) of each class of its membership eligible to vote. Written notice of a proposal to dissolve, setting forth the reasons therefore and the disposition to be made of the assets shall be mailed to every Member and mortgagee at least ninety (90) days in advance of any action taken.

**SECTION 8. Disposition of Assets Upon Dissolution:** Upon dissolution of the Association, the assets, both real and personal of the Association, shall be dedicated to an

appropriate public agency or association to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.

## ARTICLE VI

### MEMBERS

**SECTION 1.**        **Eligibility:** Membership in the Association shall be in accordance with the Declaration.

**SECTION 2.**        **Voting:** Voting shall be in accordance with the Declaration. A majority of the total votes cast at a meeting at which a quorum is present shall be binding upon all Owners for all purposes except when a higher percentage is required by these Bylaws, the Declaration or by law.

**SECTION 3.**        **Votes in the Event of Multiple Ownership of a Dwelling Unit:** In the event a Dwelling Unit is owned by more than one person, if such persons cannot agree upon the exercise of their right to vote pursuant to these Bylaws, each person shall have a fractional vote based upon his fractional share of ownership of the Dwelling Unit. A co-owner of a Dwelling Unit may permit the other co-owner of the Dwelling Unit to vote his interest by furnishing the other co-owner with a proxy. In the absence of any co-owner, a vote for a Dwelling Unit cast by a co-owner shall be held to be by valid proxy of the absent co-owner, unless challenged at the time the vote is cast.

**SECTION 4.**        **Annual Meetings:** Annual Meetings shall be held on the second Wednesday in January of each year. At each annual meeting, there shall be elected by ballot of the Owners, a Board of Directors in accordance with the provisions of ARTICLE VII, Section 1 herein, and Members may also transact such other business as may properly come before them.

**SECTION 5.**        **Place of Meetings:** Meetings of the Members shall be held at the principal office of the Association or such other suitable place convenient to the Members as may be designated by the President of the Association.



**SECTION 6.           Special Meetings: It shall be the duty of the President to call a special meeting of the Members when so directed by resolution of the Board of Directors, or, upon petition signed by not less than twenty five percent (25%) of the aggregate of Members. 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.**

**SECTION 7.           Notice of Meetings: It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Members, at least ten (10) days but not more than eighty (80) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member as recorded on the records of the Association, at the Dwelling Unit address or at such other address as such Member shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provide in this section shall be considered service of notice.**

**SECTION 8.           Waiver of Notice: Any Member may at any time waive notice of any meetings of the Member in writing, and such waiver shall be deemed equivalent to the giving of such notice. Presence by a Member at the meeting will be considered a waiver of the right to such notice.**

**SECTION 9.           Order of Business: The order of business at all meetings of the Members shall be, to the extent required, as follows:**

- (a)     Roll Call.**
- (b)     Proof of notice of meeting or waiver of notice.**
- (c)     Reading of minutes of preceding meeting.**
- (d)     Reports of Officers.**
- (e)     Report of Board of Directors.**
- (f)     Report of Committee**
- (g)     Election of members of the Board of Directors.**

- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

**SECTION 10.** Parliamentary Procedure: At all meetings of the Members, or of the Board of Directors, Roberts' Rules of order, as to such date amended, shall be followed, except in the event of conflict, these Bylaws or Declaration, as the case may be, shall prevail.

**SECTION 11.** Quorum: A majority of the Members present, minimum of sixteen (16) in person or by proxy, shall constitute a quorum at any meeting of the Members. [See Declaration of Covenants, Article 8, Section 5 - "Special Assessments" which requires sixty seven percent (67%) Member approval of Capital Improvement Assessment - twenty one (21) Members].

**SECTION 12.** Proxies: Votes may be cast in person or by proxy. A Member may designate any person, who need not be a Member, to act as proxy. The designation of any such proxy shall be made in writing, signed by the Member, and shall be revocable at any time by written notice to the Secretary by the Member designating the proxy.

## ARTICLE VII

### BOARD OF DIRECTORS

**SECTION 1.** Function, Number and Qualification: The affairs of the Common Properties, and appurtenant duties on the Dwelling Units shall be operated by the Association, which in turn shall be governed by a Board of Directors (not more than five (5) in number), who need not be Members of the Association. Unless the Members shall otherwise determine at a meeting duly noticed, the Board of Directors shall consist of three (3) directors who shall hold office until the election of their successors. Each of the initial directors shall have one (1) vote. Beginning with the first annual meeting to be held in July 1, 1985, the Members shall elect a director for a term of one (1) year, and a director for a term of two (2) years, and a director for a term of three (3) years, and at each annual meeting thereafter, the Members shall elect one (1) director for a term of three (3)

years. Only one member per household may serve on the Board of Directors for any given term.

**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 and shall do all such acts and things as are not by law or by the Bylaws directed to be exercised and done by the Owners. Such powers and duties of the Board of Directors shall include, but not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Properties, and such duties with respect to the Dwelling Units as provided in the Declaration.
- (b) Determination of an annual budget and the Common Expenses required for the affairs of The Properties.
- (c) The establishment, levying, assessment and collection of the Assessments (Common Charges) from the Owners.
- (d) The employment and dismissal of the personnel necessary for the maintenance, repair, replacement and operation of the Common Properties.
- (e) Opening of bank accounts in the name of the Association and designating the signatories required therefor.
- (f) Purchasing or leasing or otherwise acquiring in the name of the Association or its designee, corporate or otherwise, Dwelling Units offered for sale or lease, or surrendered by their owners to the Board of Directors or to the Association.
- (g) Purchasing of Dwelling Units, including at foreclosure or other judicial sales in the name of the Association or its designee, corporate or otherwise.
- (h) Selling, leasing, subleasing, encumbering, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with, Dwelling Units acquired by the Association or its designee, corporate or otherwise.
- (i) Organizing corporations to act as designees of the association in acquiring title to or Dwelling Units on behalf of all Owners.
- (j) Granting of licenses over the Common Properties.
- (k) Obtaining and maintaining insurance on The Properties, and, designating a commercial bank, insurance company or similar institution with trust powers as Trustee.

(l) Making of repairs, additions and improvements to or alterations to and restoration of The Properties.

(m) Leasing or otherwise acquiring the title to use, either exclusively or in common with others, recreational and other facilities for the benefit of Owners.

(n) Adopting and amending reasonable Rules and Regulations governing the conduct of all people on The Properties and the operation and use of The Properties. The Board shall have the power to levy liquidated damages against the Owners for violation thereof or for violation of any provision of these Bylaws or the Declaration, for which any Owner (or his guests or tenants) is responsible, provided that no such levy may be for more than \$5.00 for any one violation; but for each day a violation continues after notice, it shall be considered a separate violation. Collection of damages may be enforced against the Owner or Owners responsible as if the damages were a Common Charge owed by the particular Owner or Owners.

(o) The Board of Directors may also enforce, by any legal means, the provisions of the Declaration, the Bylaws, and

the Rules and Regulations for the use of The Properties.

(p) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

**SECTION 3.           Management:** The Board of Directors may employ or enter into a contract or agreement with a Manager for The Properties, for a period of not more than twelve (12) months with the right of the Association to cancel such contract with thirty (30) days notice for cause, at a compensation or consideration established by the Board to perform such duties and services as the board shall authorize. The Board of Directors shall send all Owners a copy of any such cancellation notice. The Board of Directors may authorize such Manager to perform such duties, as it deems appropriate.

**SECTION 4.           Removal of Directors:** At any time, at any regular or special meeting of the Owners, any one or more of the members of the Board of Directors may be removed with cause by a majority of all of the Owners following notice thereof in the call of the meeting and a successor or successors may then or thereafter be elected to fill the vacancy thus created.

**SECTION 5.           Vacancies: Vacancies on the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the Owners eligible to vote shall be filled by vote of a majority of the remaining Directors at a regular or special meeting of the Board of directors held promptly after the occurrence of any such vacancy, even though the directors present at such meeting shall constitute less than a quorum and each person so elected shall be a member of the board of Directors for the remainder of the term of the director so replaced, and until his successor shall be duly elected.**

**SECTION 6.           Organization Meeting: The first regular meeting of the Board of Directors following a meeting of the Owners at which Directors are elected, shall be held at within ten (10) days thereafter at such time and place as shall be fixed by the Owners at such meeting. No notice shall be necessary to the members of the Board of Directors in order legally to constitute such a meeting, provided a quorum shall be present at such first regular meeting.**

**SECTION 7.           Regular Meetings: Regular meetings of the Board of Directors may be held at such time and place as shall be determined from**

**time to time by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given by the Secretary to each Director personally or by mail or telegraph at least three (3) days prior to the day named for the meeting.**

**SECTION 8.           Special Meetings: Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director, given personally or by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) directors.**

**SECTION 9.           Waiver of Notice: Any Director may at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.**

**SECTION 10. Quorum of Board of Directors: At all meetings of the Board of Directors, one-half (1/2) of the Directors being present shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present shall constitute the decision of the Board of Directors.**

**SECTION 11. Fidelity Bonds: The Board of Directors shall have the option, but not the obligation to obtain, to the extent reasonably available, for all officers, employees and agents of the association handling or responsible for Association funds, a fidelity bond in the amount of one hundred fifty percent (150%) of anticipated funds to be held by such officers, employees and agents. The premiums on such bonds shall constitute a Common Expense.**

**SECTION 12. Compensation: No member of The Board of Directors shall receive any compensation from the Association for acting as a Director.**

**SECTION 13. Liability of the Board of Directors: The Directors shall not be liable to the Association or to the Members for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Association shall defend, indemnify and hold harmless, to the extent permitted by law, each of the Directors against all liability arising out**

**of their conduct on behalf of the Association, unless such conduct shall have been willful misconduct or in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on**

**behalf of the Association (except as Members). It is also intended that the liability of any Member arising out of any contract made by the Association with respect to the common Properties or out of the aforesaid indemnity in favor of the Board of Directors, shall be limited to the Member's interest in the Common Properties.**

**SECTION 14. Fiscal Year: The Board of Directors shall establish a fiscal year. (February 1 - January 31).**

**SECTION 15. Fiscal Affairs: It shall be the duty of the Board of Directors:**

- (a) To 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 is requested in writing by one-fourth (1/4) of the membership.
- (b) To 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 applicable to The Properties.
- (1) To fix the amount of the assessment against each Dwelling Unit for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;
- (2) Cause to be prepared a roster of the Dwelling Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member or his designee, and, at the same time;
- (3) To cause to be sent written notice of each assessment to every Owner subject thereto.
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

## ARTICLE VIII

### OFFICERS

**SECTION 1.**        Designation: The principal officers of the Association shall be the President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The President and the Vice President shall be elected from among the Members of the Board of Directors. The Board of Directors may elect a Treasurer, an Assistant Treasurer, a Secretary, an Assistant Secretary and such other officers as in its judgment may be necessary, and who need not be Owners. Any person or officer or employee of a corporate, partnership or fiduciary Owner shall be eligible for such election.

**SECTION 2.           Election of Officers: The officers of the association shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board.**

**SECTION 3.           Removal of Officers: Upon the affirmation vote of a majority of 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 purposes.**

**SECTION 4.           President: The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President of a corporation, organized under the laws of the State of North Carolina, including but not limited to the power to appoint committees 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. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other Member of The Board to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be assigned to him by the Board of Directors or by the President.**

**SECTION 6.           Secretary: The Secretary shall keep the minutes of all meetings of the Members and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors and these Bylaws may**

**direct; he shall give all notices required by the Bylaws unless otherwise**

**provided; and he shall, in general, perform all the duties incident to the office of the Secretary of a corporation organized under the laws of the State of North Carolina.**

**SECTION 7.           Treasurer: The Treasurer shall have responsibility for Association funds and securities and shall cause the financial records and books of account in books belonging to the Association to be kept. 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, and he shall, in general, perform all duties incident to the office of treasurer of a corporation organized under the laws of the State of North Carolina.

**SECTION 8.           Signatories to Documents:** All agreements, contracts, deeds, leases, checks and other documents of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Board of Directors. All invoices must have two Board of Directors signatures prior to being submitted for payment.

**SECTION 9.           Compensation of Officers:** No officer shall receive any compensation from the Association for acting as such.

## **ARTICLE IX**

### **OPERATION OF THE PROPERTIES**

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**SECTION 1.           Determination of Common Expenses and Fixing of Common Charges:** The Board of Directors shall, from time to time, and at least annually, prepare a budget for The Properties, determine the amount of the Common charges payable by the Owners to meet the Common Expenses and allocate and assess such Common Charges among the Owners according to their share as established by the Declaration. The Board of Directors shall advise all Owners promptly, in writing, of the amount of Common Charges payable by each of them respectively, as determined by the Board of Directors, as aforesaid, and shall furnish copies of each budget on which such Common Charges are based to all Owners and to their mortgagees upon request. The Common Expense shall include, among other things:

- (a)       the cost of repairs and maintenance of the Common Properties and appurtenant interest;
- (b)       all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of ARTICLE VII herein, and the fees and

expenses, if any, of the Trustee, if any; provided, however, that as long as the Declarant is engaged in the construction or erection of improvements on the Common Properties, it shall pay the portion of insurance premiums allocable to builder's risk insurance (including liability coverage for construction operations and completed operations);

(c) such amounts as the Board of Directors may deem proper for the improvement and operation of The Properties, including without limitation on amount for its working capital, a general operating reserve, a reserve fund for replacements, and sums necessary to make up any deficit in the Common Expenses for any prior year;

(d) expenses incurred in leasing or otherwise acquiring the right to use either exclusively or in common with others, recreational or other facilities for the benefit of Owners; Such amounts as may be required for the purchase or lease by the Board of Directors, or its designee, corporate or otherwise, on behalf of all Owners, or Dwelling Unit whose Owner has elected to sell or lease such Dwelling Unit, or Dwelling Unit to be acquired by foreclosure proceedings or proceedings in lieu of foreclosure or which is to be sold at judicial sale;

(e) any other expenses in connection with the Common Properties or their improvements which the Board of Directors deems to be of mutual benefit to the Owners or Members.

**SECTION 2.           Payment of Common Charges: All Owners shall be obligated to pay the Common Charges assessed by the Board of Directors annually or at such other time or times as the Board of Directors shall determine. The Board may authorize Common Charges to be collected by a mortgagee of one or more Dwelling Units or by the Manager.**

**SECTION 3.           No Waiver of Liability for Common Expense: No Member may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Properties or by abandonment of his Dwelling Unit.**

**SECTION 4.           Non-Liability After Conveyance: No Owner shall be liable for the payment of any part of the Common Charges assessed against his Dwelling Unit subsequent to a sale, transfer or other conveyance made pursuant to the provisions of these Bylaws.**

**SECTION 5.           Successor's Liability for Common Charges: A grantee who acquired a Dwelling Unit shall not be, unless expressly assured, personally liable for any charge for unpaid assessments due prior to his purchase, however, the Dwelling Unit conveyed shall be subject to a lien for any such unpaid assessment.**

**SECTION 6.           Default in Payment of Common Charges: In the event of default by any Member in paying to the Association the Common Charges as determined by the Board of Directors, such Members shall be obligated to pay interest at the highest rate permitted by applicable law on such Common Charges from the due date thereof until collected, together with all expenses, including attorneys' fees incurred by the Association in any proceeding brought to collect such unpaid charges. The Association shall attempt to recover such Common Charges, together with interest thereon and the expenses of the proceeding including such attorneys' fees, by an action to recover the same brought against such Member, or by foreclosure of the line on such Dwelling Unit under powers granted by the Declaration. The use of Recreational Facilities and the facilities of the Club by any Member entitled to such use may be suspended by action of the Board of Directors during the period when Common Charges remain in default.**

**SECTION 7.           Foreclosure of Liens for Unpaid Common Charges: In any action brought by the Association to foreclose a lien on a Dwelling Unit because of any unpaid Common Charges, the Owner shall be required to pay reasonable rental for the use of his Dwelling Unit from the date of non-payment of Common Charges and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The association acting on behalf of all Owners, shall have the power to purchase such Dwelling Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant thereto (other than for the election of members of the Board of Directors), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the liens securing the same.**

**SECTION 8.           Maintenance, Repair and Replacement:**

**(a) Common Properties: The Association shall maintain repair and replace all improvements (including landscaping) located on the Common Properties; and in the event that such maintenance, repair or replacement was caused by the negligence or misuse of an Owner, such expense shall be charged to such Owner.**

**(b) Dwelling Units:** Each Owner shall maintain, repair and replace, at his own expense, all portions of his Dwelling Unit, except any portions thereof to be maintained, repaired and replaced by the Association. Each Owner of a Dwelling Unit shall be responsible for damages to any other Dwelling Unit or to the Common Properties caused intentionally, negligently, or by his failure to properly maintain, repair, or make replacements to his Dwelling Unit.

**SECTION 9. Additions, Alterations, or Improvements by Board of Directors:** Whenever, in the judgment of the Board of Directors, the Common

Properties shall require additions, alterations or improvements costing more than seven thousand five hundred dollars (\$7,500.00), which are not to be at the expense of an individual Owner for his own benefit, and the making of such additions, alterations, or improvements shall have been approved at an annual or special meeting of the Owners and by the holders of first mortgages encumbering fifty percent (50%) of the Dwelling Units subject to mortgages, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Owners for the cost thereof as a Common Charge. Any additions, alterations or improvements costing seven thousand five hundred dollars (\$7,500.00) or less may be made by the Board of Directors without further approval of the Owners or any mortgagees of the Dwelling Units, and the costs thereof will constitute part of the Common Expenses.

**SECTION 10. Additions, Alterations, or Improvements by Owner:** No Owner, other than the Declarant, shall make any structural addition, alteration or improvement in or to any Dwelling Unit or Common Properties, nor shall he paint or otherwise decorate or change the appearance of any portion of the exterior of any Dwelling Unit, without prior written consent of the board of Directors pursuant to the Declaration. The Board of Directors shall answer any written request for such approval within thirty (30) days after the receipt thereof, and failure to do so within such time shall constitute consent by the Board of Directors to the proposed addition, alterations or improvements. The provisions of this section shall not apply to any Dwelling Unit until such Dwelling Unit has been conveyed by the Declarant, and until the initial certificate of occupancy has been issued.

**SECTION 11. Water, Cable Television and Sewer Charges:** Each Owner shall be required to pay any water, gas, cable television and sewer charges pertaining to his Dwelling Unit. Such charges may be separately metered or may be determined in accordance with an engineering determination by the Board of Directors and billed in accordance therewith. The water and sewer services supplied to the Common Properties shall be billed separately and the Association shall pay such bills as a Common Expense.

**SECTION 12.**                Electricity: Electricity shall be supplied by the public utility company servicing the area directly to each Dwelling Unit, its exterior doors, and any Common Properties, the exclusive use of which is reserved to any such Dwelling Unit, through a separate meter, and each Owner shall be required to pay the charges for such meter. The electricity servicing the remaining Common Properties shall be metered separately, and the Association shall pay all charges for such meters as a Common Expense.

## ARTICLE X

### USE OF PROPERTIES

**SECTION 1.**                Restrictions on the Use of The Properties: In order to provide for congenial occupancy of The Properties and for the protection of the values of the Dwelling Units, the use of The Properties shall be restricted to, and shall be in accordance with the terms of the Declaration.

## ARTICLE XI

### MORTGAGES

**SECTION 1.**                Notice to Association: An Owner who mortgages or grants a deed of trust with respect to his Dwelling Unit or the mortgagees shall notify the Association of the name and address of the mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Dwelling Units".

**SECTION 2.**                Statement of Common Charges: The Association, when-ever so requested in writing by an Owner, a prospective Owner, a mortgagee, or by a prospective mortgagee a Dwelling Unit, shall promptly report any then unpaid Common Charges due from, or any other fault by, the Owner of the mortgaged Dwelling Unit.

**SECTION 3.**            Notice of Default: The Association, when giving notice to an Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Dwelling Unit, if the name and address of such mortgagee has previously been furnished to the Association.

**SECTION 4.**            Examination of Books: Each Owner or mortgagee of a Dwelling Unit shall be permitted to examine the books of account of the Association at a reasonable time on business days.

## **ARTICLE XII**

### **INSURANCE**

**SECTION 1.**            Coverage: To the extent available, the Association may obtain and maintain insurance coverage as set forth in SECTIONS 2, 3 and 4 hereof. All insurance affecting The Properties shall be governed by the provisions of this ARTICLE. Premiums of insurance obtained by the Association shall be a Common Expense.

**SECTION 2.**            Physical Damage: All buildings and improvements (as defined in subsection (d) hereof), and all of the personal property owned by

the Association, shall be insured, for the benefit of the Association, the Owners and Mortgagees as their interests may appear, against risks of physical damage as follows:

(a)        Amounts: As to real property, for an amount equal to not less than ONE HUNDRED (100%) percent of its replacement cash value. Prior to obtaining any insurance on real property under this SECTION, and at least annually thereafter, the Board of Directors shall obtain an estimate from an insurance agent, or otherwise qualified person, for the purpose of determining the replacement cost of such real property.

(b)        Risks Insured Against: The insurance shall afford protection against loss or damage by reason of:

- (1)        Fire and other perils normally covered by intended coverage;
- (2)        Vandalism and malicious mischief;

**(3) Such other risk of physical damage as from time to time may be customarily covered with respect to buildings and improvements similar in construction, location and use as those on the Common Properties or Limited Common Properties, including, without limitation, builder's risk coverage for improvements under construction; and**

**(4) Such other risks of physical damage as the Board of Directors may from time to time deem appropriate.**

**(c) Other Provisions: The insurance shall include, to the extent reasonably obtainable and without limitation, the following provisions:**

**(1) Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts, against the Association and the Owners;**

**(2) That the insurance shall not be affected or diminished by reason of any other insurance carrier by any Owner or Mortgagee;**

**(3) That the insurance shall not be affected or diminished by failure of any Owner or any occupants or owners of any improvements to comply with any warranty or condition when such failure to comply is not within the control of this Association;**

**(4) Such deductible as to loss, but not co-insurance features, as the Board of Directors in its sole judgment deems prudent and economical;**

**(5) That the insurance may not be cancelled or substantially modified (except for the addition of property or increases in amount of coverage) without at least thirty (30) days prior written notice to the named insured;**

**(6) The standard mortgagee clause, except that any loss otherwise payable to named mortgagees shall be payable in the manner set forth in subsection (7) hereof;**

**(7) Proceeds for losses shall be payable to the association or any trustee designated by the board of directors; and**

**(8) The named insured shall be the association for the benefit of the Owners.**

**(d) Definition: As used in this SECTION, the term "all buildings and improvements" shall include, without limitation, all common Properties and personal property of the Association, and replacements thereof, and may exclude building fixtures, alterations, installations or additions situated within a portion of The Properties used and owned exclusively by an individual Owner and made or acquired at the expense of an individual Owner of that portion of The Properties.**

**SECTION 3.            Liability Insurance:** The Board of Directors shall obtain and maintain public liability insurance for bodily injury and property damage in such limits as the Board of Directors may from time to time determine, insuring the Association, the Board of Directors and each Owner with respect to his liability arising from ownership, maintenance or repair of the Common Properties which is the responsibility of the association including, without limitation, liability arising from construction operations. Such liability insurance shall also cover cross-liability claims among Owners and the Association. The Board of Directors shall review such limits at least annually. The insurance provided under this SECTION shall include, without limitation, the following provisions:

(a)        That the insurance shall not be affected or diminished by any act or neglect of any Owner or any occupants or Owners of any improvements when such act or neglect is not within the control of the Association;

(b)        That the insurance shall not be affected or diminished by failure of any Owner or any occupants or Owners of any improvements when such act or neglect is not within the control of the Association; and

(c)        Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts, against the Association and the Owners.

**SECTION 4.            Workers Compensation Insurance:** The Board of Directors shall obtain and maintain Workers Compensation Insurance to meet the requirements of the laws of the State of North Carolina.

**SECTION 5.            Owners Hazard Insurance:** Nothing herein contained shall require any Owner to pay to the Association any amount for hazard insurance on any property owner by the individual Owner.

**Each Owner shall be responsible for his own individual hazard insurance coverage** on his Dwelling Unit and all improvements and contents, except to the extent actually insured by any policies obtained by or through the Association for the benefit of individual Owners. However, each Owner shall be responsible for ascertaining whether or not the Association has obtained any such insurance for the benefit of individual Owners. The Association may require an Owner to exhibit his hazard insurance policy.



**SECTION 6**            **Other Insurance:** The Board of Directors authorized to obtain and maintain such other insurance as it may, from time to time, deem appropriate.

## **ARTICLE XIII**

### **DAMAGE TO OR DESTRUCTION OF PROPERTY**

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**SECTION 1.**            **Duty to Repair or Restore:** Any portion of the Common Properties, damaged or destroyed, shall be repaired or restored promptly by the Association.

**SECTION 2.**            **Estimate of Cost:** Promptly after damage to or destruction of the Common Properties, and thereafter as it deems advisable, the Board of directors shall obtain reliable and detailed estimates of the cost of repair or restoration. If such cost in the opinion of the Board of Directors may exceed (FIVE THOUSAND DOLLARS), \$5,000.00 the Board of Directors shall retain the services of an architect to assist in the determination of such estimates and in the supervision of repair and restoration.

**SECTION 3.**            **Collection of Construction Funds:** Construction funds may consist of insurance proceeds, condemnation awards, proceeds of assessments against Owners and other funds received on account of or arising out of injury or damage to the common Properties.

(a)            **Insurance Proceeds:** The Board of Directors shall adjust losses under physical damage insurance policies of the Association. Such losses shall be payable in accordance with ARTICLE XII, Section 2 (c) (7) herein.

(b)            **Condemnation Awards:** Any condemnation awards with respect to the Common Properties shall be payable to the Association.

(c)            **Assessments against Owners:** If the insurance proceeds and

condemnation awards are insufficient to effect the necessary repair or restoration of the Common Properties, such deficiency shall be charged against all owners as a Common Expense. The proceeds of assessments for such Common Expense shall be paid to the Association or any Trustee appointed by the Board of Directors.

(d) **Payments by Others:** Any other funds received on account of or arising out of injury or damage to the Common Properties shall be paid to the Board of Directors or to any Trustee.

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**SECTION 4. Plans and Specifications:** Any repair or restoration must be either substantial in accordance with the architectural and engineering plans and specifications for the original improvements or according to plans and specifications approved by the Board of Directors.

**SECTION 5. Dwelling Units:** Repairs or restoration of damage or destruction to a Dwelling Unit shall be at the Owners expense, but the Association, to the extent it has actually obtained policies insuring the interest of an Owner with respect to his Dwelling Unit or any related Limited Common Properties, shall make any insurance proceeds from any such policies obtained by the Association available to the owner for repairs or restoration.

**SECTION 6. Disbursement of Construction Funds:** Any Trustee appointed by the Board of Directors shall deduct from the construction funds its actual costs, expenses and a reasonable fee for the performance of its duties, and such Trustee, or the Association if no Trustee is appointed, shall disburse the balance in the following manner:

(a) **Payment of Repair or Restoration:** Any Trustee or the Association shall apply such balance to pay directly, and to reimburse the Association for the payment for, the costs of repair or restoration of the Common Properties including the cost of temporary repairs for the protection of the Common Properties pending the completion of permanent repairs and restoration.

(b) **Surplus Funds:** If, after payment of all repairs and restoration, there remains any surplus fund, such funds shall be paid to owners in proportion to the contributions resulting from assessments levied against them pursuant to SECTION 3(c) of this ARTICLE; provided, however, that no Owner shall receive a sum greater than that actually contributed by him. Any surplus remaining after such payments shall be paid to the association and shall be part of its general income.

(c) **Determination Not to Repair or Restore:** If there is substantially total destruction, as determined by the Board of Directors, of all of the improvements on the Common Properties, and three-fourths (3/4) of the Owners vote not to proceed with repair or restoration, any balance of construction funds shall be paid to the Association and placed

in reserve for capital improvements on the Common Properties. In the event of dispute as to the fact of substantially total destruction, that issue shall be submitted to arbitration in accordance with the rules of the American Arbitration Association and in accordance with North Carolina law.

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**SECTION 7.**            **Trustee:** the Board of Directors may, but is not required to, enter into and keep in force a trust agreement with a bank in the State of North Carolina with trust powers to receive, administer, and disburse funds pursuant to ARTICLE XIII herein. Any such trust agreement shall incorporate the Declaration and Bylaws by reference and shall provide that upon termination thereof, all monies or funds held by the Trustee shall be turned over only to a successor trustee which shall also be a bank in the state of North Carolina with trust powers. No amendment of the Declaration or of these Bylaws affecting ARTICLE XII or this ARTICLE XIII shall be binding on the Trustee until the Trustee receives notice of such amendment.

## ARTICLE XIV

### **RECORDS**

**SECTION 1.**            **Records:** The Association shall keep detailed records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the Owners, names of the Owners and Mortgagees, and financial records and books of account for The Properties, including chronological listing of receipts and expenditures, as well as a separate account for each Dwelling Unit, which, among other things, shall contain the amount of each assessment of common charges against such Dwelling Unit, the date when due, the amount paid thereon, and the balance remaining unpaid. Unless, the Owner notifies the Association of change in ownership, the Association may rely on the names of Owners appearing on the municipal tax assessor's list as of the last municipal assessment date.

**SECTION 2.**            **Statement:** A written report and statement summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all Owners annually.

**SECTION 3.**            **Annual Report:** In addition to the annual statement referred to above, an annual Report of the receipts and expenditures of the Association, prepared but

not necessarily audited by an independent certified public accountant, shall be rendered by the Board of Directors to all Owners and to all Mortgagees of Dwelling Units whose names appear in the book entitled "Mortgagees of Dwelling Units" and who make written request to the Association, promptly after the end of each fiscal year.

**SECTION 4.**            Examination of Records: Each owner and Mortgagee shall be permitted to examine the books of account of the Association at reasonable times on business days, but not more than once a quarter.

## ARTICLE XV

### PROXIES

**SECTION 1.**            At all corporate meetings of Members, each Member may vote in person or by proxy.

**SECTION 2.**            All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by a Member of his Dwelling Unit in the Properties.

## ARTICLE XVI

### MISCELLANEOUS

**SECTION 1.**            Notices: All notices hereunder shall be sent by mail to the association at its office, in Bermuda Run, North Carolina, to Owners to the address of the Dwelling Unit, or to such other address as may have been designated by such Owner from time to time in writing to the Association; to Mortgagees at their addresses as designated by them from time in writing to the Association. All notices from or to the Association shall be deemed to have been given when mailed, except notice of changes of address, which shall be deemed to have been given when received.

**SECTION 2.**            **Captions:** the Captions herein are inserted as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Bylaws or the intent of any provisions thereof.

**SECTION 3.**            **Gender:** The use of the masculine or neuter gender in these Bylaws shall be deemed to include the feminine gender, the use of singular shall be deemed to include the plural, when the context so requires.

**SECTION 4.**            **Tort Liability:** Each owner shall be deemed to have released and exonerated each other Owner and the Association, and the Association shall be deemed to have released and exonerated each Owner, from any tort liability other than that based on fraud or criminal acts to the extent which such liability is satisfied by the proceeds of liability insurance carried by an Owner or by the Association.

## **ARTICLE XVII**

### **INVALIDITY, CONFLICT AND WAIVER**

**SECTION 1.**            **Invalidity:** the invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Bylaws.

**SECTION 2.**            **Conflict:** These Bylaws are set forth to comply with the requirements of the North Carolina Non-Profit corporation act, and the Declaration. In the event of any conflict between these Bylaws and the provisions of such Act, or of the Declaration, the provisions of such Act, or the Declaration, as the case may be, shall control.

**SECTION 3.**            **Waiver:** No restriction, condition, or covenant contained in these Bylaws shall be deemed to have been amended or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

**ARTICLE XVIII**

**AMMENDMENTS TO BYLAWS**

**SECTION 1.           Method of Amendment: These Bylaws may be altered, amended or added to at any duly called meeting of the Owners, provided:**

- (a)       that the notice of the meeting shall contain a substantial statement of the proposed amendment;**
- (b)       that the amendment be approved in writing by the holders of mortgages on not less than fifty-one percent (51%), in the aggregate, of the Dwelling Units subject to mortgages;**
- (c)       that the amendment be approved by the Board of Directors of the Association, and**
- (d)       that said amendment shall be fully consistent in a duly recorded amendment to the Declaration executed by the President and Secretary of the Association; however, no amendment to the Declaration, or the recordation thereof, shall be necessary unless such amendment to the Bylaws creates an inconsistency with the Declaration.**

**SECTION 2.           Effect of amendments upon Encumbrances: No amendment or modification of Bylaws will affect or impair the validity or priority of any mortgage encumbering any Dwelling Unit, nor the validity or priority of any other proper lien.**

**Warwicke Place Owners Association, Inc.  
Rules and Regulations  
(Updated March 17, 2017)**

A. Dwelling Units shall be used only for residential purposes.

B. No structure of a temporary character shall be placed upon any portion of the properties at any time. Temporary shelters, tents, recreational vehicles, vans, pick-up trucks, or trailers may not, at any time, be used as a temporary or permanent residence or be permitted to remain on any portion of the properties, except within enclosed garages.

B1. The overflow parking area in the cul-de-sac is for temporary guest and shall be used for the temporary parking of recreational vehicles, vans, pick-up trucks, and trailers. It is the responsibility of the homeowner to find a suitable place to park said vehicles off the Common Properties of Warwicke Place.

C. No vent or other pipes or appendages may extend from the front of any Dwelling Unit unless screened from public view by screening material or shrubbery approved by the Board.

D. Any exterior air-conditioning or heating equipment must be screened from public view by screening material or shrubbery approved by the Board.

E. Installation of any exterior lighting must be approved by the Board and shall be directed so as not to cast light directly on another Dwelling Unit. Standard light fixtures and address signs have been installed in the front of each Dwelling unit. Any replacement of such light fixtures or address signs must be approved by the Board and are expected to match the existing. If a replacement becomes necessary and the existing is no longer available, the Board will select and acceptable alternative.

F. Each resident is provided a 96-gallon trash and recycling container. Trash pick-up is every Wednesday and recycle pick-up is every other Wednesday. All such receptacles, tools, and other equipment shall be placed in an area which shields these items from public view and adjacent properties.

G. No trash, garbage, construction debris, or similar unsightly materials shall be placed upon any portion of the Properties except for temporary storage in connection with repair or improvement of a Dwelling Unit or Common Properties. No leaves, trash, garbage, or other similar debris shall be burned, except as approved by the Board and per appropriate governmental authority.

H. No clothes lines shall be installed or laundry hung on the exterior of any Dwelling Unit.

I. No television, radio receiver or sender antennas, or similar devices shall be attached to or installed on the exterior of any Dwelling Unit, structure, or Common Properties. Small satellite dishes may be installed with the approval of the Board.

J. Each Owner has the responsibility to prevent any unclean, unsightly, or unkempt condition with respect to his/her Dwelling Unit.

K. No noxious, offensive activity, or excessive noise shall be carried on upon any portion of the properties; nor shall anything be done which tends to cause embarrassment, discomfort, annoyance, or nuisance to any Owner.

L. Dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for breeding purposes. Household pets shall be kept on a leash when on the Common Properties. Pet owners are responsible for cleaning up after the animal.

M. No plants, animals or device, or thing of any sort shall be maintained whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature which may diminish or destroy the enjoyment by Owners of other Dwelling Units.

N. External displays, such as temporary containers and hanging baskets, may be installed provided they are compatible in design and color with the Common Properties. Holiday displays and lights are permitted provided they are modest in design, size, and color and removed within two weeks of the actual holiday.

O. No sign of any kind shall be displayed within public view on any Dwelling Unit or the Common Properties except a maximum of two signs may be displayed with one being displayed in the front window and one in the rear window of the "For Sale" Dwelling Unit.

P. Owners are requested to observe a speed limit of 20 MPH on Warwicke Place and adjoining roads.

Q. Any owner wishing to replace shrubbery/trees on common property abutting their residence, shall abide by the following procedure:

- The owner shall submit desired changes in writing to the board who will review the desired changes.
- The Board will consider the owner request – including the acceptability of the intended removal and/or replacement of shrubbery/trees and submit their report, pro or con, to the Board of Directors for final determination.
- If the Board approves the request, it will pay one-half toward the expense of shrubbery/tree removal. Otherwise, the owner will be responsible for any cost of replacement.
- If shrubbery/trees are found by the Landscaping Committee to be dead, the replacement will be at the Board's expense.
- **Trees on BRCC property, the playing side of the course outside of the white boundary markers, are under the control of the BRCC. Should changes be requested or required due to leaning, dead or changes to scenic views in this area, Warwicke homeowners are to contact the BRCC.**

Planting of additional shrubs, plants, and flowers may be made on the Common Properties



only upon written request and approval by the Board of Directors.

R. All requests by Owners for Board decisions concerning changes in structure and appearance of Dwelling Units and Common Properties must be made in writing and addressed to the Secretary.

S. Any Owner renting a Dwelling Unit shall not enter into a lease of the Dwelling Unit for a lease period of less than twelve (12) full months and shall furnish a copy of such lease to the Board and any other information regarding the lease or lessee upon request by the Board. This paragraph is effective for any lease entered into on or after January 1, 1991. The Board strongly objects to the leasing of units.

T. All rules and regulations are equally applicable to all residents at a Dwelling Unit and guests without regard to whether the Dwelling Unit is occupied by a resident or lessee.

U. All fabric awnings should be maintained in a manner as to always be attractive and should be replaced if condition diminishes to an unsightly fashion. A standard for awning color has been established: Black with a straight edge. Most of the current awnings have been supplied by Dize Awning Company in Winston-Salem.

V. Garage doors should follow a standard as set by the Board. Replacement garage doors in the past few years have been supplied by Advance Garage Door Company/Piedmont Garage Doors and are windowed across the top and made of a metal type material. All garage doors should be painted the same light beige color as the trim paint on housing units.

W. The standard housing unit paint colors are as follows for the cedar siding, gutters, down spouts, and wooden fences:

Sherwin Williams Exterior Architectural Latex Flat IFC 7012N

CCE* Colorant OZ	32	64	128	
W1-White OZ	-	25	1	1
B1 Black	-	27	-	-
N1 Raw Umber	-	10	-	-
R2 Maroon	-	8	-	-
Y3 Gold	-	-	37	-

Trim color –

Sherwin Williams Exterior Architectural Latex Gloss Corob Modula HF

CCE* Colorant OZ	32	64	128		
W1-White OZ	2	24	1	1	
B1 Black	-	27	-	-	
N1 Raw Umber	-	4	-	-	
R3 Magenta	-	-	1	-	
Y3 Gold	-	-	2	1	-

Sherwin Williams gloss black (oil) Front doors, metal gates and railings –If you are making improvements and need any paint contact a Board member. The association has paint in the approved colors to be used by homeowners.

X. All exterior doors should conform to current specialty Black trim color and style guidelines. The current approved colors on storm doors are Light Beige, Dark Brown and/or Black.

Y. Decking color on pressure treated wood should match Trim color. Composite Decking is TREX model ROPE SWING which can be found at lumber yards and home centers.

Z. All replacement windows should conform as closely as possible to the Light Beige trim color on the exterior and existing style guidelines. Owners are asked to review any updates with the Board prior to installation to ensure conformity.

AA. Any and all modifications to the exterior of any unit should be first reviewed with the Board to ensure conformance with the existing structure and appearance and gain approval by the Board. This includes but is not limited to windows, doors, railings, porches/decks, lighting, patios/walkways, courtyard walls, gutters/drainage, paint, exterior modification and awnings.

AB. Violation of any Rule or Regulation shall give the Owners Association the right to:

1. Monthly fees and assessments are due on the 1<sup>st</sup> of each month. They will be deemed late on the 11<sup>th</sup> of the month and a \$5.00 per day fee assessed until payment is received.
2. Stop the continuance of the violation by mandatory injunction. Any cost of such injunction shall be assessed against the Owner of the Dwelling Unit.
3. Enter the Dwelling Unit and stop or remove the violating condition at the expense of the Owner of the Dwelling Unit.
4. Levy charges against the Owner of the Dwelling Unit for the violation at a rate of no more than \$5.00 per day the violation continues after written notice is provided to the Owner.

AC. Any charge, expense, or cost of enforcing these Rules and Regulations shall be an assessment against the Owner of the Dwelling Unit without regard to whether the violation was caused by the Dwelling Unit Owner, a resident or guest of the Dwelling Unit, or lessee and without regard to whether the Dwelling Unit is occupied by the Owner or leased to another person.

AD. Pursuant to Article IX, Section 10 in our By-Laws, an individual who needs to have his/her roof shingles replaced needs to contact the Board and provide reassurance that there will be the best available match (with the adjacent units) in regard to color, design, or pattern and texture. The Board recommends: GAF TIMBERLINE SHINGLES, COLOR BARKWOOD. This information is subject to change. If this is not done the Board can reject the job and have it rectified at the owner's expense. All shingled roofs were replaced in 2003.