

**BY-LAWS  
OF  
CEDAR POINT LANDING OWNERS ASSOCIATION, INC.  
AS AMENDED AND RESTATED \_\_\_\_\_, 2016**

**ARTICLE I  
Definitions**

The following terms are used in these by-laws and defined as follows:

- (a) "Board" means the Board of Directors of Cedar Point Landing Owners Association, Inc.
- (b) "By-Laws" means the By-Laws of the Corporation as amended from time to time.
- (c) "Common Area" means all the real property owned by the Association for the common use and enjoyment of the members; all real property which may be later annexed to the Development as Common Area; and all real property acquired by the Corporation, together in each instance with all improvements which may at any time be constructed thereon, including, but not limited to, recreational community facilities, parks, and parking areas.
- (d) "Corporation" and "Association" means the Cedar Point Landing Owners Association, Inc., a North Carolina Non-Profit Corporation.
- (e) "Declaration" means the Amended Declaration of Restrictive Covenants for Cedar Point Landing dated the \_\_\_\_ day of \_\_\_\_\_, 2016, as the same may be supplemented or amended from time to time.
- (f) "Development" means Cedar Point Landing as the same may be shown on the maps thereof recorded from time to time and consisting of Tract A including all boat dock lots, Tract B including all boat dock lots and Tract C as defined as overflow parking area as shown on the original plat recorded in Plat Cabinet 7, Slide 87, Jackson County Registry, and subsequently recorded plats thereof and recorded plats of additions thereto.
- (g) "Improvement" means all buildings, outbuildings, wells, water distribution systems, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles, antennas, and any other structure of any type or kind.
- (h) "Boat Slip" means any numbered boat slip attached to a boat dock lot shown on the plat(s).
- (i) "Owner" means any person or persons, corporations or legal entity, who holds fee simple (non-lease) title to any boat dock lot or any interest thereon.
- (j) "Parcel", "Lot", and "Dock Lot" means any named, numbered, or lettered tract shown on the plat.

- (k) "Plat" means the maps or plat(s) of Cedar Point Landing on record in the Jackson County Registry, originally recorded in Plat Cabinet 7, Slide 87, and all lot revisions and subdivision thereof as recorded.
- (l) "Mail Ballot" means voting conducted using the United States Postal Service using forms provided by the Association mailed to the last known address in the Corporation records and allowing thirty (30) days from the time of mailing to be returned. Any mail ballot will state the issue being voted on and include yes/no or abstain. The term shall also refer to e-mail ballots sent to the members' e-mail address of record with the Association, utilizing the same format.
- (m) "Supplemental Declaration" means that document made and executed by the Association which annexes any additional lands as Declaration Property and submits same to the terms and provisions of this Declaration or an amendment hereto.
- (n) "Dock Maintenance" means the routine and reoccurring activities to maintain a dock in clean, safe and usable condition to include but not limited to movement and placement of a dock to make it accessible; adjustment or replacement of bolts, screws, or nails to maintain the integrity of the dock; cleaning and water proofing or painting a dock to maintain overall condition and safety.
- (o) "Dock Repair" means the partial or total replacement of a dock or the one-time repair and replacement of structural elements of the dock to include but not limited to the repair or replacement of floats, spud poles and cables, planking, cleats, bumpers and other structural elements.

NOTE: Neither Dock Maintenance nor Dock Repair includes any addition to an existing Dock which requires both prior written approval by the Association and Duke Energy.

## ARTICLE II Membership

Section 1. Classes of Members. There shall be members and associate members.

Section 2. Members. Each Dock or Dock Lot Owner shall, by reason of ownership, be a member of the Corporation

Section 3. Associate Members. The Owner of property in Cedar Point subdivision or Cedar Ledges subdivision or any other subdivision that has deeded legal access to Cedar Point Landing and use of the Common Areas but does not own a dock lot within Cedar Point Landing.

The privileges and duties of associate members shall be established from time to time by a majority of the members but are limited to pedestrian access and use of common areas.

Section 4. Privileges of Members. Members and Associate Members shall have a license to use the Common Areas subject to the provisions of the Declaration and the By-Laws and subject to such other rules and regulations as may be established by the majority of the members. Members and Associate Members shall have use of the Common Areas of Cedar Point Landing after payment of the appropriate membership fees and meeting other requirements of Cedar Point Landing Owners Association, Inc.

Section 5. Suspension of Privileges of Membership. The Board may suspend the right of any member or associate member to use the Common Areas for:

- (a) Any period during which any Corporation charge including dues, regular, special, or individual assessment, on such member's lot remains unpaid for more than thirty (30) days after the due date thereof.
- (b) The period of any continuing violation by a member or associate member of the provision of the Declaration or the By-Laws after the existence thereof shall have been declared by the Board, and notice has been mailed, return receipt required, to that member.
- (c) A period to be determined by the Board for repeated violations of the By-Laws or the Declaration or the rules and regulations of the Corporation.
- (d) Any member after receiving notice of a violation and privileges being suspended may appeal for reconsideration by the Board.

### ARTICLE III

#### Evidence of Membership and Transfer

Section 1. Membership Certificates. Certificates of membership in the Corporation may, at the option of the Board, be issued to members and associate members. Such certificates shall be in such form as the Board shall from time to time designate and shall be issued over the signature of the President or designated other officer of the Corporation. Such certificate shall indicate whether or not the holder is a member or an associate member and shall also indicate the dock lot and slip ownership of which given rise to membership. Such certificate shall also clearly state on its face that the Corporation is a Non-Profit Corporation. Adequate records shall be maintained by the Corporation showing the names of the members and associate members of the Corporation, the type of membership and the date of membership.

Section 2. Transfer. Upon sale of a dock or dock lot, or any interest therein, the selling member shall notify the Association in writing at least ten (15) days prior to closing of the purchaser's name, address, email address, and the dock lot, or interest, purchased. When a member ceases to be an Owner, such person's membership, and those associated rights existing through relationships to such person, shall cease, but such person shall remain liable for all Corporation

charges incurred prior to the giving of written notice to the Corporation that such person no longer is an Owner.

Section 3. Nonuser. A member shall not escape liability for dues, assessments, special assessments, individual assessments, fines, or other charges by non-use of the easements, rights and privileges, nor may an owner renounce membership.

#### ARTICLE IV Meetings of Members

Section 1. Meetings of the Association. Meetings of the Association may be called by the Board at any time in the manner herein provided, but at least once per year.

Section 2. Place of Meetings. The annual meeting of the members of the Corporation shall be held at 9:00 o'clock AM on the first Saturday in September, or on such other date selected by the Board of Directors at such location in the State of North Carolina, in Jackson County, at such place therein as selected by the Board of Directors and as stated in the notice of such meeting. Other meetings may be held at such time and place as stated in the notice thereof.

Section 3. Annual Meeting. The Annual meeting shall be held at the Pavilion located on the property unless some other location is specified in the Notice of Meeting . . .

Section 4. Notice of Meeting of the Corporation. Written notice of the place, date, and hour of the meeting, the purpose or purposes for which the meeting, if a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than thirty (30) days nor more than sixty (60) days before the date of the meeting, by mail or by hand to each member of record at the time Notice is given. Such notice shall be deemed to have been delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the Corporation, with postage prepared; or such notice may be published in any newspaper or publication printed under the auspices of the Corporation and distributed generally among the members of the Corporation. At a special meeting, no business shall be conducted except that stated in the notice of said meeting.

Section 5. Quorum. A quorum at a meeting shall be twenty (20%) percent of the members, present either in person or by proxy.

Section 6. Voting. Each member shall be entitled to one (1) vote for each boat dock slip owned by said member at any meeting of the Association. If a boat dock lot slip is owned by other than one natural person, the owner(s) shall designate a voting member in writing to the Association. Voting may be by authorized proxy as provided by law. Proxy voting is allowed, either by mail, email or facsimile transmission.

Section 7. The Board may utilize Mail Ballots by proxy to obtain the vote of such voting member (one vote for each boat slip owned) for:

- 1) Annual election to the Board of Directors.
- 2) Projection of annual operating budget if over Six Hundred and 00/100 Dollars (\$600.00) per boat dock slip is to be assessed. Any increase, or decrease in the annual assessment will be explained in the projection.
- 3) Capital improvement budget, when necessary.
- 4) Changes to the Declaration.

Such Mail Ballots shall provide the members with thirty (30) days to return the voted ballot from the date of mailing first class mail, to the address of the Corporation records.

The members shall have the right to vote each item presented either approving, disapproving or abstaining.

#### ARTICLE V The Board of Directors

Section 1. Powers. The affairs of the Association shall be managed by the Board of Directors. The Board shall:

- (a) Manage and control the affairs of the Corporation and in accordance with the provisions of Chapter 55A of the North Carolina General Statute governing Non-Profit Corporations and Chapter 47F governing Planned Communities.
- (b) Adopt a corporate seal as the seal of the Corporation.
- (c) Designate a banking institute or institutions as depository for the Corporation's funds, and designate the officer or officers authorized to make withdrawals therefrom and to execute obligations on behalf of the Corporation.
- (d) Adopt such rules and regulations relating to the use of Common Areas, and sanctions for noncompliance therewith, as it may deem reasonably necessary for the best interest of the Corporation and its members. Any such rules and regulations adopted by the Board pursuant to this section shall be ratified by a majority of the members prior to the effective date thereof.
- (e) Maintain all common areas and facilities in a clean, safe, and usable condition.

- (f) Cause the Corporation to employ sufficient personnel to adequately perform the responsibilities of the Corporation.
- (g) Adopt such rules of order for the conduct of the meetings of the Corporation, and with reference thereto, on procedural questions upon which no rules have been adopted, allowing each member the right to request any issue be placed on the agenda at least thirty (30) days prior to the date of the meeting. The ruling of the Chairman of the meeting shall be final.
- (h) Select the officers of the Corporation. It may establish committees of the Corporation and appoint the members thereof. It may assign to such committees such responsibilities and duties not inconsistent with the provisions of these By-Laws or with law as it may deem appropriate.
- (i) The Board shall prepare an annual operating budget to be approved by a majority of the members. The Board shall, taking into consideration present balances of the Corporation accounts and other sources of income that the Corporation may have, levy the annual assessment for each slip for the following year.
- (j) The Board shall prepare a capital improvement budget on an annual basis or as needed basis, to be approved by a majority of the members prior to any work being contracted or work begun.
- (k) Properly insure the common areas against loss by casualty and general liability. The Board must also purchase D & O insurance as well as any other insurance the Board may feel necessary.
- (l) Provide for proper maintenance of books and records, including financial records, for the Association, and an annual audit or financial reconciliation of the annual receipts and expenditures of the association.
- (m) Variance: The Board may grant reasonable variances or adjustments from these provisions where literal applications thereof would result in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owners of other boat dock lots.

Section 2. Number of Directors. The number of Directors shall be no less than three (3) as fixed by the Board from time to time.

Section 3. Term. Directors' Terms shall be three (3) years, staggered according to the present schedule.

Section 4. Qualifications of Directors. A Director shall be at least twenty-one (21) years of age, and member of the Association in good standing.

Section 5. Meeting of the Board of Directors. The Board shall meet as necessary but at least semi-annually. Special meeting of the Board may be called by a majority of the Board and shall be held at such place as the call or notice of the meeting shall designate. Notice of a special meeting may be given in writing at least seven (7) days prior to the date of said special meeting. After adoption of a resolution setting forth the times of regular meetings, no notice of such meetings shall be required. Any directors unable to personally attend a meeting of the Board, may do so by the use of teleconferencing, and be entitled to vote on any issue to be voted on by the Board. However, his expense for the cost of this call will not be reimbursed by the Corporation. Any Board member unable to attend in person or by teleconferencing three (3) consecutive meetings may be replaced as a Director of the Corporation, and his or her position will be filled as outlined in Section 8. The Board of Directors may establish a process to conduct meeting via email provided copies of such emails are made a part of the official record.

Section 6. Action Without Meeting. Unless prohibited by law, any action which may be taken at a meeting of the Board may be taken without a meeting if authorized in writing and signed by a majority of the Directors who would be entitled to vote upon said action at a meeting, and filed with the Secretary of the Corporation. Emails evidencing such action are acceptable.

Section 7. Quorum. A majority of the Directors shall continue a quorum in person or by teleconferencing to transact business of the Board, and the act of the majority of the Directors present at any meeting shall be deemed to be the act of the Board.

Section 8. Vacancies. If any vacancy exists on the Board it shall be filled by the person who obtained the next highest number of votes, but not enough votes to be elected, in the most recent election. A second vacancy shall be filled by the person with the second highest, etc. Any person so elected shall serve the unexpired term of the Director whom he or she has replaced. Should nominated but not elected candidates not exist to fill an existing vacancy, then the remaining Directors, even if those remaining Directors are less than a quorum, shall appoint a temporary Director to fill the remainder of the term of the vacancy.

Section 9. Any member may request a copy of the minutes and or agenda of any Board meeting, by submitting to the Secretary a written request accompanied by a return self-addressed stamped envelope.

Section 10. The Board shall provide an annual financial statement, to be mailed along with the notice of the annual members meeting. It shall contain a detail of all revenues and expenses of the Corporation.

Section 11. All Board directors and officers of the Corporation shall be reimbursed for all out-of-pocket expense, i.e., postage, or any other expense directly related to Corporation business. However, in no event shall any director or officer be paid any fees or salaries or any other compensation for Corporation business. However, active Board members shall not be assessed annual dues or assessments during the term which they are actually serving; special assessments,

individual assessments, and/or fines will be paid as any other member, as well as any increase in annual dues above \$600.00 per year

## ARTICLE VI Committees

Section 1. Special Committees. The Board may appoint special committees for the Association function, the term and duty of the committee to be established by the Board at the time of creation.

## ARTICLE VII The Officers

Section 1. Officers. The officers of the Corporation shall be the President, the Vice-President, the Secretary, the Treasurer, and such other officers and assistant officers as the Board may from time to time designate and elect. Officers shall serve at the will of the Board. An office of Vice President or the office of Secretary or Treasurer may be held by the same director. All officers shall be Directors.

Section 2. President. The President shall be the general managerial officer of the Corporation, except as otherwise determined by the Board, and he or she shall be vested with the powers and duties generally incident to the office of President of a non-profit corporation, except as otherwise determined by the Board, or as may be otherwise set forth in these By-Laws.

Section 3. Vice-President. In the absence of the President, or in the event of his inability or refusal to act, the Vice-President is empowered to act and shall thereupon be vested with the powers and duties of the President.

Section 4. Secretary. The Secretary of the Corporation shall keep the minutes of the business and other matters transacted at the meetings of the members and the Board. The Secretary shall mail or cause to be mailed, all notices, Mail Ballots, financial statements, assessment invoices, and any other notices or mailings required by the By-Laws.

The Secretary shall have the custody of the corporate seal and records and maintain a list of the members and their addresses and perform all other duties incident of Secretary.

Section 5. Treasurer. The Treasurer shall have custody of the funds of the Corporation, collect monies due, pay the obligations of the Corporation out of its funds, and perform such other duties as are incident to the office of Treasurer. The Treasurer shall keep records of all revenues received and a detail as to the amount and name of member or other contributor, and reason for source of income. The Treasurer shall keep the records of all expenses to the Corporation along with receipts for it and shall reconcile all bank account statements, detailing all revenues and expenses to the Corporation, for membership review. The Treasurer shall prepare an annual operating and



capital projects budget to be approved by the members. The Board may require that the Treasurer be bonded for such amount and under such conditions as the Board may require.

Section 6. Removal of Officers. Any officer may be removed when, in the judgment of the Board, the best interest of the Corporation will be served by such removal. If such removal is for non-payment of dues or assessments or fines, or for any deficiency in performance of duties of the office, at least two (2) written notices, giving the officer the opportunity to correct the non-payment or deficiency, must be given prior to removal.

## ARTICLE VIII Duties of Members

Section 1. ALL CLEANING, MAINTENANCE, REPAIR, AND REPLACEMENT OF DOCKS, SLIPS, WALKWAYS, STEPS OR PLATFORMS AND ANCHORS ASSOCIATED WITH A BOAT DOCK SHALL BE THE RESPONSIBILITY OF THE OWNER. In the case of documented damage by a member to a dock slip, the damaging member shall be responsible for the total costs of repairs.

If a member fails to properly clean, maintain, or repair a boat dock or slip, the Association may, but expressly is not obligated to, perform the necessary work, after two (2) written notices to the Owner, and assess the cost thereof to the Owner.

In the case of failure by a member to properly clean, maintain, or repair the member's dock or slip, and if the Association elects to perform such cleaning, maintenance, or repair, the failure of the member to promptly pay the charge made by the Association for performance of such work shall result in an individual assessment which shall be subject to collection and lien as outlined in the Article for regular and special assessments.

For other than usual and ordinary repair and maintenance of a dock or slip, the Association must be notified at least thirty (30) days in advance of the contemplated work, must approve all plans thereof, and must supervise and approve all construction. THIS SPECIFICALLY INCLUDES THE ADDITION OF BOAT SLIPS, EVEN THOUGH APPROVAL HAS BEEN OBTAINED FROM DUKE ENERGY FOR SUCH ADDITION. Failure to obtain the Association's prior approval for any such construction may result in the Association's ordering the cessation or removal of the new construction, and, if necessary, seeking authority of a Court to enforce the same. All costs including attorney fees incurred by the Association in enforcing this right will be treated as an individual assessment and collected as such.

Section 2. Payment of Charges to Association. The charges or assessments of any sort levied by the Corporation as provided in Article III (5) of the Declaration shall be paid to the Association on or before the date fixed by the resolution of the Board. Written notice of the charge and the date of payment shall be sent to each Owner at the address last given by Owner to the Corporation.

- (a) The present association assessment is Six Hundred and 00/100 Dollars (\$600.00) per year per boat dock slip or as established by the Board and One Hundred Fifty and 00/100 Dollars (\$150.00) per year for each associate member.
- (b) Annual Assessments are due and payable by January 1 each year and delinquent if not paid within thirty (30) days.

The following schedule applies to the collection of past due accounts.

Assessments collected after:

- (1) 30 days - \$25.00 late fee
- (2) 31 to 60 days - \$50.00 late fee
- (3) Over 60 days – Notice of Lien on Property
- (4) All unpaid charges shall bear interest at the rate of eighteen (18%) percent per annum, except late fees shall not bear interest.

Section 3. Liens for unpaid regular or special or individual dues or assessments and fines shall be filed and foreclosed as provided in NCGS §47F-3-116

Section 4. Proof of Payment. Upon request, the Corporation shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.

Section 5. Suspension. The Corporation shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership on account thereof to any owner or to any person claiming under them unless and until all assessments and charges to which they are subject have been paid in full.

Section 6. Insurance. It is the responsibility of each member/owner to obtain and maintain insurance on the dock/slip owned insuring against loss or damage and general public liability, naming the association as additional insured, and to provide a copy of such coverage to the Board.

## ARTICLE X Amendments

The power to alter, amend, repeal or adopt new By-Laws shall be vested in the majority vote of the Board of Directors. Changes in the By-Laws may be proposed by the Board and approved by a majority of the members of the Board, or proposed by any individual member at the annual meeting and approved by a majority of the members of the Board. However, amendments that are inconsistent with the recorded Declaration may only be approved after amendment and recordation to the Declaration.

The foregoing Amended By-Laws of Cedar Point Landing Owners Association, Inc., were presented to a meeting of the membership held \_\_\_\_\_, 2016, and approved by a majority vote thereof as required by Article IX thereof.

Certified this the \_\_\_\_ day of \_\_\_\_\_, 2016.

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Secretary of Cedar Point Landing Owners  
Association, Inc.