

**BY-LAWS  
OF  
BEAR RIVER LODGE COMMUNITY ASSOCIATION**

**ARTICLE I  
NAME AND OFFICES**

The name of the corporation is BEAR RIVER LODGE COMMUNITY ASSOCIATION (“Association”). The principal office of the corporation shall be located at 189 Bear River Lodge Trail, Marshall, Madison County, North Carolina 28753, but the meetings of members and directors may be held at such places within the state of North Carolina as may be designated from time to time by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

**SECTION 1:** “Articles” means Articles of Incorporation of the Association, as recorded in the Madison County Registry and as amended from time to time in accordance with its terms.

**SECTION 2:** “Association” means Bear River Lodge Community Association, a North Carolina Non-Profit Corporation, its successors and assigns.

**SECTION 3:** “Common Areas” means all real property designated by the Declarant or owned by the Association for the common use and enjoyment of the Owners, as referenced in the Declaration. Common Areas shall specifically include but shall not be limited to all private streets and trails shown on recorded plats.

**SECTION 4:** “Common Expense” means:

- A. All sums lawfully assessed by the Association against its Members;
- B. Expenses of the Common Area and administration, maintenance, repair, or replacement of the common areas;
- C. Expenses of the administration of the Association itself;
- D. Expenses declared to be Common Expenses by the provisions of the
- E. Declaration or these By-Laws;
- F. Hazard, liability, or such other insurance premiums as the Declaration or the
- G. By-Laws may require the Association to purchase;
- H. Ad valorem taxes and public assessment charges lawfully levied against the
- I. Common Areas;
- J. In addition, any expenses agreed by majority vote of the Members to Common Expenses of the Association.

**SECTION 5:** “Declarant” means and refers to Landtrust Inc, a North Carolina Corporation, and its successors and assigns if such successors and assigns as Declarant.

**SECTION 6:** “Declaration” means and refers to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds, Madison County, North Carolina, as amended.

**SECTION 7:** “Lot” means any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

**SECTION 8:** “Member” and “Membership” means and refers to those persons entitled to Membership as provided in the Articles of Declaration.

**SECTION 9:** “Owner” means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, which is part to the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**SECTION 10:** “Properties” means that certain real property described in the Declaration including such additions as may subsequently be bought within the jurisdiction of the Association.

### **ARTICLE III MEETINGS OF MEMBERS**

**SECTION 1:** Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent annual meeting of the Association will be held during the month of March, the exact date selected by the Board and announced approximately one year in advance.

**SECTION 2:** Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, by the Declarant, or upon written request of the Members who are entitled to vote one-fourth of all the votes of the Class A Membership.

**SECTION 3:** Notice of Meetings. Unless otherwise specified in the Declaration, Articles of Incorporation or By-Laws, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote, addressed to the Member’s address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**SECTION 4:** Quorum. Unless otherwise specified in the Declarations, Articles of Incorporation, or these By-Laws, the presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth of the votes of each class of Membership shall constitute a quorum for any action. If, however, such quorum shall not be present or

represented at any meeting, the Members entitled to vote at the meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

**SECTION 5:** Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of their Lot. A person appointed proxy for the annual meeting is limited to voting for their appointee in the manner that the appointee assigned on the ballot that is mailed to each property owner prior to the annual meeting. The proxy cannot vote on any new business for their appointee at the annual meeting.

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

**SECTION 1:** Number. The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be Members of the Association.

**SECTION 2:** Term of Office. The initial Directors named in the Articles shall serve at the pleasure of the Declarant who, prior to the end of the second calendar year after recordation of the Articles, may remove and replace any Director at any time with or without cause. At the end of the second calendar year after recordation of the Articles, the Members shall elect three (3) Directors. As of July 11, 2009, the Board of Directors shall consist of five (5) Directors. In order to stagger their terms and the terms of their successors, the Directors so elected shall serve terms for one (1) year, two (2) years, and three (3) years respectively, as determined by drawing straws or other method of random selection, or until their successors have been duly elected and qualified, and the Directors of the Association shall thereafter serve two (2) year terms, or until the successors have been duly elected and qualified.

**SECTION 3:** Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a Director, the successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of the predecessor.

**SECTION 4:** Compensation. No Director shall receive compensation from the Association for any service rendered to the Association; However, Directors shall be reimbursed for reasonable documented expenses incurred in the performance of their duties.

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

**ARTICLE V  
NOMINATION AND ELECTION OF DIRECTORS**

**SECTION 1:** Nomination. After the initial election of Directors, nomination for election to the Board of Directors shall be made, at the option of the Board, by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members. Lacking the appointment of a Nominating Committee, interested parties may nominate themselves by forwarding a written declaration, so stating, to the Secretary at least 30 days prior to the Annual Meeting.

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

**ARTICLE VI  
MEETINGS OF DIRECTORS**

**SECTION 1:** Regular Meetings. Regular meetings of the Board of Directors shall be held every six (6) months without notice, at such place and hour as may be fixed from time to time by resolution of the Board. In lieu of regular meetings, the Board has the option to conduct meetings by electronic communication and treat it as though it were a regular face-to-face meeting.

**SECTION 2:** Special Meetings. Special Meetings of the Board of Directors shall be held when called by the Declarant, the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

**SECTION 3:** Quorum. A majority of the numbers of Directors shall constitute a quorum for the transaction of business. Every act or decision done is made by a majority of the Directors present at a duly held meeting at which quorum is present shall be regarded as an act of the Board. Directors may attend and be counted as present for the purposes of a quorum by teleconference or other means which allow full participation by all present.

**SECTION 4:** Open Meetings. Meetings of the Directors are not required to be open to the public.

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

**SECTION 1:** Powers. The Board of Directors shall have the power to:

- A. Adopt, amend and publish rules and regulations governing the use of Common Areas and related facilities, and the personal conduct of the Members and their guests on the Common Areas, and to establish reasonable penalties for infractions;
- B. Suspend the voting rights and right to use the recreational facilities of a Member during any period in which such Member be default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- C. Exercise for the Association all powers, duties and authority voted in or delegated to this Association and not reserved to the Membership by other provisions of those By-Laws, the Articles of Incorporation, or the Declaration;
- D. Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors, and
- E. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

**SECTION 2:** Duties. It shall be the duty of the Board of Directors to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement of the same to the Members at the annual meeting of Members, or at any special meeting when such statement is requested in writing by the Declarant or by one-fourth of the Class A Members who are entitled to vote;
- B. Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;
- C. As more fully provided in the Declaration, to:
  - 1) Fix the amount of annual assessment against each lot at least thirty days in advance of the annual assessment period,
  - 2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - 3) Foreclose the lien against any property for which assessments are not paid within thirty days after the due date and/or to bring an action at law against the Owner personally obligated to pay the same,
  - 4) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board of Directors for the

- issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment,
- 5) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
  - 6) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate,
  - 7) Cause the common area to be maintained;
  - 8) Pay ad valorem taxes and public assessments levied against the common areas; and
  - 9) Maintain one or more bank accounts in the name of the Association, and cause all funds of the Association to be deposited in such accounts promptly upon receipt.

## **ARTICLE VIII OFFICERS AND THEIR DUTIES**

**SECTION 1:** Enumeration of Officers. The officers of this Association shall be a President and a Vice-President, who shall at all times be Members of the Board of Directors, a Secretary, and a Treasurer, and other such officers as the Board may from time to time by resolution create.

**SECTION 2:** Election of Officers. The election of officers shall take place at the meeting of the Board of Directors following each annual meeting of the Members.

**SECTION 3:** Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one year unless the office holder shall sooner resign from the office or from the Board, or shall be removed, or otherwise disqualified to serve.

**SECTION 4:** Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**SECTION 5:** Resignation and Removal. Any officer of the Association may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified in the notice of resignation, acceptance shall not be necessary to make it effective.

**SECTION 6:** Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the office he replaces.

**SECTION 7: Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant Section 4 of this Article.

**SECTION 8: Duties.** The duties of the officers are as follows:

- A. **President.** The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and promissory notes.
- B. **Vice President.** The Vice President shall act in the place and stead of the President in the event of absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.
- C. **Secretary.** The Secretary shall record the votes and keep the corporate seal of the Association and affix it on all papers requiring a seal; serve notice of meetings of the Board and of the Members; keep records showing the Members of the Association together with their addresses and shall perform such other duties as required by the Board.
- D. **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse the funds as directed by resolution of the Board of Directors; promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by an independent public accountant at the completion of each fiscal year, and shall prepare an annual budget and statement of income and expenditures to be presented to the Membership and its regular Treasurer; shall issue certificates indicating the payment or non-payment of assessments on specified Lots. The Board of Directors shall have the authority to employ an independent firm to perform any or all of the duties of the Treasurer specified herein. In the event such independent firm is employed by the Board of Directors, it shall be the duty of the Treasurer to supervise and monitor the performance of such independent firm.

## **ARTICLE IX COMMITTEES**

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

## **ARTICLE X ASSESSMENTS**

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

legal rate, and the Association may bring an action at law against the Owner personally obligated to the same or foreclose the lien against the property in the same manner that Deeds of Trust may be foreclosed under the Power of Sale under Chapter 45 of the North Carolina General Statutes, as amended; and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for assessments by nonuse of the Common Area or abandonment of their Lot.

## **ARTICLE XI CORPORATE SEAL**

The Association shall have a seal in a circular form having within its circumference the words: BEAR RIVER LODGE COMMUNITY ASSOCIATION.

## **ARTICLE XII AMENDMENTS**

**SECTION 1:** These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person, or by proxy; but no amendment shall become effective which would be contrary to or otherwise conflict with any provision of the Articles or the Declaration.

In order to amend, add, or delete any provision of the By-Laws of Bear River Lodge Homeowner's Association Inc. or amend, add, or delete any covenant or restriction affecting properties located within the Bear River Lodge Community Association, all property owners shall be notified of such proposal and given the opportunity to vote on such proposal. A ballot shall be provided to the most recent known property owner of record with a method for the property owner to approve or disapprove the proposal. Each property owner shall be notified that only those ballots which are post-marked by a date certain and also received no later than 15 days thereafter shall be counted toward the vote for the proposal. So long as sufficient votes are received that would meet or exceed the quorum required of a general meeting (10% or greater), then such vote shall be deemed valid and the proposal shall pass or fail based on the votes received. A return envelope shall be included within each ballot sent to each property owner which is marked "ballot response" and such return envelopes shall not be opened until the time for all ballots eligible to be counted has occurred. Further, the ballot response envelopes received shall not be opened and counted until there is a meeting of no less than 5 property owners present.

**SECTION 2:** In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.



**ARTICLE XIII  
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**CERTIFICATION**

I, the undersigned, certify that I am the duly appointed secretary of the Bear River Lodge Community Association, a North Carolina Non-Profit Corporation; and that the foregoing By-Laws constitute the original By-Laws of the Association, as duly adopted by written consent of the Board of Directors, and as Amended by vote of the Members of the Association July 11, 2009, July 11, 2010, July 14, 2012 and March 25, 2017.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of the Association this 31st day of March 2017.



Michael Foster  
Secretary  
Bear River Lodge Community Association

