

**BY-LAWS OF  
WOODRUN ASSOCIATION, INC.**

These By-Laws are adopted this 7th day of March 2013, by the Board of Directors of Woodrun Association, Inc., a North Carolina Non-Profit Corporation, created and existing under the laws of the State of North Carolina.

The Woodrun Subdivision is shown on plats recorded in the office of the Register of Deeds of Montgomery County, North Carolina. Woodrun Association was created as a non-profit Property Owners Association to provide for and promote the greater good of the Woodrun Subdivision, as set out in the Articles of Incorporation, filed with the North Carolina Secretary of State on January 27, 1971, and as set out in the Declaratory Statement of Covenants and Restrictions to Run with the Land, filed with the Montgomery County Register of Deeds in Book 159 at Page 425 and following on April 7, 1971.

In order to fulfill the purpose of Woodrun Subdivision, and consistent with the applicable provisions of the North Carolina Planned Community Act, the North Carolina Non-Profit Corporations Act, and the governing documents of the Woodrun Subdivision, the Board of Directors adopts the following By-Laws:

**ARTICLE I- DEFINITIONS**

**Section 1.** The following words and terms, as used in the By-Laws of the Woodrun Association, Inc., shall, unless the context shall otherwise require, mean and be defined as follows:

- A. "Association" means the Woodrun Association, Inc.
- B. "Board" means the Board of Directors of the Association.
- C. "By-Laws" means the by-laws of the Association as originally adopted and as amended from time to time by the Board of Directors of the Association.
- D. "Owner" means:
  - 1. Any person who holds fee simple title to a lot;
  - 2. Any person who has contracted to purchase fee simple title to a lot under written agreement, in which case the Seller under said agreement shall cease to be the Owner while said agreement is in effect;
  - 3. A lessee of a lot under a recorded lease from the Owner of fee simple title to said lot for term of not less than fifty (50) years, in which

case the lessor under said lease shall cease to be the owner while said lease is in effect;

4. A multiple Lot Owner is defined as being one Owner who owns more than one lot; or,
  5. For purposes of determining responsibility for annual charge, yearly fees or assessments, the record owner as of May 1<sup>st</sup> of each year is the Owner initially responsible for the payment of the annual charge, yearly fees or assessments.
- E. "Common Area" shall mean all real property designated "Common Area" on any recorded subdivision plat of the Properties. Said areas are intended to be devoted to the common use and enjoyment of the Owners and are not designated for use by the general public. The term Common Area shall also include any personal property acquired by the Association if said property is designated common property.
- F. "Lot" shall mean and refer to any or consolidated plot of land which is a part of the Properties, with the exception of the Common Area. Any sewer Lot used in conjunction with any other Lot shall be considered part of the primary Lot for voting purposes.
- G. "Mailed" shall mean and refer to either USPS mail or email given by member for communication. 1-13-2022
- H. "Properties" shall mean and refer to that certain real property within the jurisdiction of the Association.
- I. "Woodrun Subdivision" shall mean that development and lands governed by the Woodrun Association.

## **ARTICLE II: MEMBERSHIP AND VOTING**

**Section 1.** Every Owner of property within the Woodrun Subdivision shall be a Member of the Association and bound by its rules and regulations.

**Section 2.** An Owner or Owners of lots within the Woodrun Subdivision shall be entitled to one vote for each lot. The person as hereinafter provided shall be the designated voting Member entitled to cast votes on any issue necessary to be voted upon by the members of the Association. There shall only be one voting Member for each lot regardless of the number of persons who may have an ownership interest in such lot or the manner in which title is held by them.

- A. Where a lot is owned by one person, that person is the voting Member.

- B. When a lot is owned by more than one person or is owned by a corporation or other business entity, the Owners shall deliver a signed writing to the Secretary of the Association designating the voting Member before any vote; representative of ownership of any such lot or lots owned, may be validated or cast.

**Section 3.** Non-owner residents/renters within the Woodrun Subdivision shall be bound by the rules and regulations of the Association but shall not be entitled to vote on matters before the Association. The privileges, duties, responsibilities and charges of non-owner residents/renters shall be as established from time to time by the Directors by resolution.

**Section 4.** Absentee voting. Every Member entitled to vote shall have the right to do so either in person or by absentee ballot.

**Section 5.** Cumulative voting is not allowed.

### **ARTICLE III: BOARD OF DIRECTORS**

**Section 1. General.** It is the general function of the Board to establish policies which will enhance and protect the value, desirability and attractiveness of the properties within the bounds of the Woodrun Subdivision. The Board is charged with the task of keeping said subdivision desirable and uniform in appearance, and to generally promote the activities and programs of the Association to increase the desirability of its use and development as a residential and recreational area for the members of the Association. The Board of Directors is further charged with the responsibility of making and enforcing rules to fulfill its charges and responsibilities.

#### **Section 2. Election and Term.**

- A. Number on Board of Directors: The Board of Directors shall be composed of up to seven Members of the Association. There shall be a Chairman, Vice Chairman, Secretary, and Treasurer, along with three additional Board members.
  - 1. Chairman: The Chairman shall preside at all meetings of the Members. The Chairman shall sign, with the Secretary or Vice Chairman, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by the By-laws to some other Officer of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of the Chairman and such other duties as may be prescribed by the Board from time to time. The Chairman, together with the Secretary, shall execute any amendments to these By-laws. The Chairman shall only be entitled to vote on matters coming before the Board where necessary to break a tie.
  - 2. Vice Chairman: In the absence of the Chairman or in the event of the Chairman's inability or refusal to act, the Vice Chairman shall perform the

duties of the Chairman, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairman, and shall perform such other duties as from time to time may be assigned to them by the Chairman. The Vice Chairman shall be entitled to cast a vote on all matters that come before the Board.

3. Secretary: The Secretary or the Secretary's designee shall keep minutes of the meetings of the Association; record the votes of all meeting of the Association; see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; be custodian of the Association records; be authorized to certify and oversee the recordation of amendments to these By-laws on behalf of the Association; keep a register of the current mailing address of each Owner or Member which shall be furnished to the Secretary by such that person or entity; and, in general, perform all duties incident to the office of Secretary and such other duties from time to time as may be assigned to them by the Chairman.
  4. Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; shall sign all checks and promissory notes of the Association or oversee a duly authorized management company to do the same; keep proper books of accounts, including a separate account for each Owner, which, among other things, shall contain the amount of each assessment, the date when due, the amount paid and the balance remaining unpaid; prepare an annual budget and a statement of income and expenditures to be represented to the Members at its regular annual meeting, and deliver a copy of each to the Members.
- B. Term of Office: The members of the Board of Directors shall serve a three year term, except in those cases where they are appointed or elected to serve the remainder of the fiscal year term of the vacated Board position. There shall be an annual election each year for Directors whose terms expire and to fill any vacancies on the Board.
- C. Election Procedures:
1. Beginning with the year 2014 any Member in good standing may file with the Secretary of the Association a statement of his or her desire to become a candidate for a position on the Board. The statement filed shall contain a brief biographical statement. The statement of candidacy and short biographical sketch shall be filed with the Secretary on or before February 15 of each year. No candidate for the Board of Directors shall be placed upon the slate of candidate ballot unless the candidate has filed the above statement with the Secretary on or before February 15 with the proviso that if the number of candidates who have filed is less than the number of Directors to be elected, additional candidates may be nominated from the floor at the meeting of Members at which the election is to be held. On or before March 1, the Secretary shall cause the statements filed and brief

biographical sketch to be mailed to each Member of the Association together with notice of the election meeting and an absentee voting form. The absentee voting form shall designate the date by which the form must be returned to the Secretary for inclusion in the final vote count.

2. The Secretary shall, prior to the meeting of the Members at which the election is to be held, prepare written ballots containing the slate of candidates whose names shall appear on said ballot in the order in which they filed their statements of candidacy. As the next to last order of business of the Members meeting the election shall be held. The ballot containing the slate of candidates shall be issued by the Secretary to the Members entitled to cast votes and number of ballots so issued to said Member shall be one for each lot owned which the Member represents. The ballot or ballots shall be marked by the Member and placed in a box provided for the purpose of receiving the ballots. The Secretary shall collect absentee ballots through the date of the election and shall combine those with any in-person votes for counting.
3. There shall be no cumulative voting. There shall be one vote per lot for one candidate per office to be filled.
4. Counting of the ballots. The ballots shall be counted by an election committee composed of the Secretary of the Association, if not a candidate for Director, and four Members who are not candidates. Members of the committee shall be elected at the election meeting. If the Secretary is a candidate then the Members shall elect all five of the committee. The election committee shall tally the votes immediately after the ballots have been cast and shall announce the results of the vote and declare the winners of said election.
5. No ballot shall contain any marks or writing thereon except the checking of the candidate or candidates voted for. The appearance of any such other marking on the ballot will void the ballot. Should a ballot contain more checks showing preference than the number of Directors to be elected, such shall be voided and not counted. In case of a tie vote for any office the election committee shall, by toss of the coin, determine the candidate to be declared elected to the Board.
6. The Directors declared to be elected by the election committee shall, as the last order of business of the election meeting, be declared duly elected and their office or term shall begin on the following May 1, at which time they shall thereupon replace the Directors whose term has expired or fill any vacancy occurring prior to said election.
7. Within ten business days of election, the newly elected Board will hold an organization meeting to decide which Board member shall hold which position and their respective areas of responsibility.

8. The individual appointed as Chairman shall serve for a one year term as Chairman. (2021-1-28)
- D. No officer shall receive compensation for any services he may render to the Association. However, any officer may be reimbursed for his actual expenses incurred in the performance of his duties, provided such expenses have been pre-approved by the Board.
- E. It is a precondition to serving on the Board of Directors for all Directors to agree to and sign the Board's Code of Ethics.
- F. The Association shall publish the names and addresses of all officers and Directors of the Association within 30 days of their election.

### **Section 3. Meetings.**

- A. The Board of Directors shall meet at least quarterly. Meetings shall be held on the first Thursday of the relevant month at 7:00 p.m. in the Clubhouse unless otherwise announced.
- B. The Annual meeting of the Association shall be held on the first Sunday in April, beginning in 2014, unless otherwise announced.
- C. Special meetings of the Board of Directors may be called by the Chairman of the Board, a majority of the Board of Directors, or by Members of the Association having ten percent (10%) of the votes of the Association. Not less than 10 nor more than 60 days in advance of any meeting, the Secretary shall cause notice to be hand delivered or sent prepaid by United States mail to the address of each lot or to any other mailing address designated in writing by the Member, or sent by electronic means to an electronic mailing address designated in writing by the Member. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the By-Laws, any budget changes, and any proposal to remove a Director or officer.
- D. The Board of Directors may by resolution determine that they should meet with a greater degree of frequency than quarterly. Upon the adoption of such resolution setting forth the times of such regular meetings, the requirement of this section calling for notice of such meetings shall be waived, except in so far as it may apply to special meetings of the Board of Directors.
- E. Meetings of the Association shall be conducted in accordance with the most recent edition of Robert's Rules of Order Newly Revised.

**Section 4. Action without Meeting.** Any action, except as may be otherwise prohibited by law, which under the applicable provisions of law may be taken at a meeting of the Directors, may be taken without a meeting if authorized in writing by all the Directors who will be entitled to vote upon said action at a meeting and filed with the Secretary of the Association. It shall be acceptable

for Directors to authorize said action without meeting by email, or other electronic means. Such authorizations shall be recorded in the minutes of the Association by the Secretary.

**Section 5. Quorum.**

A. Except as may be otherwise indicated herein, a majority of the Directors shall constitute a quorum to transact business for the Association, and the act of the majority of the Directors present at any meeting shall be deemed to be the act of the Board of Directors.

B. For special meetings, a quorum shall be comprised of Members, in person or represented by absentee ballot, representing ten per cent (10%) of the eligible vote entitled to be voted at such meeting. The vote of the majority of the votes entitled to be cast at the meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the Members, unless a greater proportion is required either by law or by these By-Laws. In determining whether or not a quorum is present at a meeting, there shall be taken into consideration those Voting Members represented by absentee ballot. If such quorum shall not be present or represented at any meeting, the members entitled to vote there at 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. At the rescheduled meeting, properly noticed as provided for in these By-Laws, the quorum shall be one half of the required quorum at the preceding meeting. No such subsequent meetings shall be held more than 60 days following the preceding meeting.

**Section 6. Vacancies.** In the event that there shall be vacancies of the Board of Directors, caused through resignation, death, or other incapacity of a Director, such vacancies of the Board of Directors may be filled by appointment of the remaining Directors even though those remaining Directors might be less than a quorum.

**Section 7. Powers.** The Board of Directors shall have the power to:

- A. Exercise for the Association all powers, duties, and authority vested in the Association by virtue of Chapter 55A, the Non-Profit Corporation Act;
- B. Adopt and amend by-laws and rules and regulations;
- C. Adopt and amend budgets for revenues, expenditures, and reserves and collect assessment for common expenses from Lot Owners;
- D. To hire and discharge managing agents and other employees, agents, and independent contractors;
- E. To institute, defend, or intervene in litigation or administrative proceedings on matters affecting Woodrun;
- F. To make contracts and incur liabilities;

- G. To regulate the use, maintenance, repair, replacement, and modification of common elements;
- H. Impose reasonable charges for late payment of assessments, and after notice and an opportunity to be heard, suspend privileges or services provided by the Association during any period that assessments or other amounts due and owing to the Association remain unpaid for a period of 30 days or longer;
- I. After notice and an opportunity to be heard, impose reasonable fines or suspend privileges or services provided by the association for reasonable periods for violations of the By-Laws and rules and regulations of the Association;
- J. To acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, including through or over the common elements;
- K. To provide for the indemnification of and maintain liability insurance for its officers, executive board, directors, employees, and agents;
- L. To assign its right to future income, including the right to receive common expense assessments;
- M. To enact policies and procedures to govern itself; and
- N. To exercise any other powers necessary and proper for the governance and operation of the Association.

**Section 8. Duties.**

- A. The Board of Directors shall be responsible for the maintenance of the property, facilities, and equipment owned by the Association. The facilities to be properly maintained and supervised are as follows:
  - 1. The Guard house, gates, and roadways within the development controlling and giving access to the Woodrun Subdivision facilities and lots owned therein.
  - 2. The clubhouse and its equipment, and furnishings, the swimming pool adjacent thereto and the grounds around the clubhouse and swimming pool.
  - 3. The general boat-docking areas and piers used in connection therewith together with boat-ramp accesses.
  - 4. The tennis courts, playgrounds, recreational areas, mail box area, camp site areas and facilities therein.
  - 5. All vehicles and other equipment owned by the Association.

6. The lease rights owned by the Association applicable to the waterfront areas are to be preserved, protected and supervised in accordance with the terms of the lease with Progress/Duke Energy.
- B. The physical assets above set forth owned by the Association shall be maintained so as to preserve the usefulness of such properties and facilities for the purpose for which they were designed. Such maintenance shall include all necessary repair, painting, mowing of recreational areas and road rights of way, the replacement of deteriorated wooden structures and paved roadways and maintaining the water flow areas. Such maintenance shall be done in a workmanlike manner so as to preserve and maintain the desirable uniform and esthetic appearance of the facilities owned by said Association and further to protect the value, the desirability and attractiveness of the properties owned by the Association within the bounds of Woodrun Development.
  - C. The Board of Directors shall be responsible for providing for reasonable protection of the property owned by the Association and the residences of owners therein and for preventing unauthorized persons from entering the Woodrun Subdivision.
  - D. The Board of Directors is further charged with the responsibility of administering the affairs of the Association, keeping the Association's records, collecting its accounts, and carrying out the Association's responsibilities to its members and governmental agencies.
  - E. The Board of Directors shall exercise its responsibility and supervise the carrying out of such responsibilities in a reasonable and prudent manner in accordance with good business practices, being always mindful of the cost and expense involved in carrying out its responsibilities.
  - F. The Board of Directors shall adopt such rules and regulations relating to the access to and the use of Association property as they may deem reasonably necessary for the best interest of the Association and all of its Members. They may also in order to better effectuate said rules and regulations, adopt reasonable sanctions and policies to be followed in case of non-compliance therewith.

## **Section 9. Removal.**

- A. Any Board member may be removed by the Board, with cause, by a majority vote of the Board members. Any vote to remove a Board member shall be conducted at a meeting duly noticed and open to the membership of the Association, and Board members must be present to participate in the vote.
- B. Any violation of the Board Code of Ethics may constitute grounds for removal of any Board member.
- C. In the event of death, resignation or removal of a Director, his or her successor may be selected by the remaining members of the Board and shall serve until the end of the current fiscal year.

## **Section 10. Budget.**

- A. The Board of Directors shall prepare a proposed operating budget for the following year. In preparing such proposed operating budget the Board of Directors shall first determine the expected revenues to the Association and anticipated costs, as well as the anticipated impact on Members within Woodrun Subdivision. Within 30 days of the adoption of the proposed operating budget, the proposed operating budget shall be made available to Members via website, email, hand delivery, or U.S. Mail.
- B. The Board of Directors shall thereafter set a date for a meeting of the Members to consider ratification of the budget, such meeting to be held not less than 10 and not more than 60 days after mailing of the summary and notice. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at the meeting a majority of Members reject the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the Members shall be continued until such time as the Members ratify a new budget.
- C. Once ratified, the budget will be made available to Members for payment. All dues, charges, or assessments shall be deemed payable as of May 1<sup>st</sup> of the year in which said amounts are determined as above specified.
- D. The Board of Directors shall be bound by the proposed budget adopted and shall not vary therefrom by more than fifteen percent (15%) of the total amount thereof without having called a special meeting of the membership to approve such further variations therefrom.
- E. Financial records are verified annually by a Certified Public Accountant chosen by the Treasurer, subject to concurrence of the Board.

**Section 11.** In order to insure that adequate funding is available to provide for the maintenance of the privately owned roads within Woodrun, the Board of Directors previously established a Long Term Road Fund Account with an initial balance of \$250,000.00. Yearly payments of \$50,000.00 shall be made to this Long Term Road Fund Account, and no funds from this Account shall be used for anything other than road improvements. Any use of the funds in the Account must be approved by a unanimous vote of the Board of Directors.

## **ARTICLE IV- ANNUAL AND SPECIAL ASSESSMENTS AND FINES**

**Section 1.** Every Owner of a lot or lots shall be responsible for the payment of an annual assessment (“Annual Assessment”) per lot owned within the Woodrun Subdivision, in order to provide for the maintenance, upkeep and operation of the real property and improvements owned by the Association. Such Annual Assessments may change from year to year, but as of the adoption of these By-Laws are set by the Board of Directors as a fee schedule under Appendix H.

**Section 2. Special Assessments.** In addition to the other charges and Annual Assessment authorized by these By-Laws, the Association may levy special assessment from time to time. Special assessment must be approved by two-thirds (2/3) of the Board. Special assessments shall

be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

**Section 3.** If any common expense is caused by the negligence or misconduct of any lot owner or occupant, the association may assess that expense exclusively against that Lot Owner or occupant's lot.

**Section 4.** Owners shall be billed for the Annual Assessment on an annual basis. Owners shall be billed for any special assessments after such assessments are approved by the Board. The Board of Directors shall fix by resolution a due date for payment of any Annual or Special Assessment and shall mail written notice of the Assessment and date of payment to each Owner at the address last given by the Owner to the Association.

**Section 5. Effect of Nonpayment of Annual Assessment and Special Assessment; Remedies of the Association.**

- A. Any Annual or Special Assessment which is not paid when due shall be delinquent. Where such delinquency lasts more than 10 days, the Board, in its discretion, may assess a late charge in the amount of \$25.00 per month that the Assessment remains unpaid.
- B. Any Annual or Special Assessment which remains unpaid for a period of 30 days shall become a lien on the lot for which they are assessed, together with any applicable interest, costs of collection and reasonable attorney fees associated with their collection. Where a lien remains unpaid for a period of 90 days or greater, the Association may elect to pursue foreclosure of the lot to collect monies owed. The Board of Directors shall vote to affirmatively foreclose on a lot prior to the filing of any foreclosure action. The Association shall also have the right to bring a civil action to seek personal judgment against the Owner of any lot for any delinquent fine or assessment.
- C. All payments made by Owners on delinquent accounts shall first apply to costs, then attorney fees, then late charges and then to delinquent charges or assessments.
- D. The sale or transfer of any lot shall not affect any lien for charges provided for herein. Upon request the Association shall furnish a statement certifying that the charges against the specified lot have been paid or that certain charges remain unpaid as the case may be. In any event, the Association shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of memberships by any Owner unless and until all of the Assessments due it are paid.

**Section 6. No Setoff or Deduction.** No Owner may waive or otherwise exempt himself from liability for the Assessments provided for in these By-Laws. No setoff, diminution, or abatement of Assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action, for inconvenience or discomfort arising from the making or repairs or improvements which are the responsibility of the Association, or from any action taken by the

Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner and is not subject to set off.

**Section 7. Member privileges; Fines and Suspension of Privileges.**

- A. Members in good standing, and their guests, shall have a license to use the streets, parks, and recreational facilities owned by the Association, subject to the rules and conditions for the use thereof as may be established from time to time by the Board of Directors of the Association. Windshield stickers and barcode stickers documenting this license will be issued to Members in good standing subject to such rules and conditions.
- B. The Board of Directors may declare a Member to be not in good standing if such Member has failed to pay any amount due by them to the Association, or if such Member has violated the rules and regulations of the Association. The Member so declared not to be in good standing may be limited as to their privileges related to the Woodrun Subdivision, including losing the right of access to the facilities of the Association and the loss of the right to vote in matters pending before the Association.
- C. Prior to losing any rights or privileges of membership in the Association, any Member alleged to be in violation of these By-Laws or any other rule of the Association, or otherwise not in good standing, shall be summoned to a hearing before a Grievance Committee, composed of three Members in good standing appointed by the Board, to determine if they should be fined or if any rights or privileges should be suspended. The Member charged shall be given at least 10 days notice of any hearing and notice shall be delivered by email, US Mail or other method designed to provide notice to the Member. The Member charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and without further hearing, for each day more than five days after the decision that the violation occurs. Such fines shall become part of the Assessments due and shall be secured by liens pursuant to N.C.G.S. 47F-3-116. If it is decided that a suspension of rights, privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured. The Member may appeal the decision of the Grievance Committee to the Board by delivering written notice of appeal to the Board within 15 days after the date of the decision of the Grievance Committee. The Board may affirm, vacate or modify the decision of the Grievance Committee.
- D. The Association shall be entitled to seek the recovery of any fine secured by an Assessment through the foreclosure as outlined above.

## ARTICLE V- MAINTENANCE AND USE RESTRICTIONS

**Section 1.** Each Member of the Association shall keep the property owned by him in the Development free of garbage and debris and in good repair. "Good repair" shall generally mean that the property is maintained in a safe condition, free of noxious conditions, and generally in harmony with the condition of the surrounding property.

**Section 2.** The lots within Woodrun Subdivision shall be used generally for residential purposes, except those lots designated as business, commercial, community or special use areas. This Section does not prevent or limit the ability of residents to engage in business activities within their homes, including but not limited to animal groomers, catering/cooking, or handyman services, provided that such business activities are not the primary use of the lot and that the business activities which take place on the lot are solely conducted by the residents, and do not involve customers coming to the lots for services. Any use of lots within Woodrun Subdivision must conform with all applicable local zoning regulations.

**Section 3.** No lots may be sub-divided and not more than one single family dwelling house may be erected or constructed on any one lot. Once consolidated, Lots cannot be unconsolidated.

**Section 4. Construction.** All construction on any lot within Woodrun must be performed consistent with **Appendix A**, Construction Rules for Woodrun.

**Section 5. Nuisance.** No noxious or offensive activity shall be permitted on any Lot or on any common area within Woodrun, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood or other Members within Woodrun Subdivision. The Board of Directors shall receive complaints of any nuisance and, after holding a hearing on the complaint, with opportunities to be heard by both the alleged perpetrator of the nuisance and any complainants shall determine if a nuisance exists. The determination of the Board shall be final.

**Section 6. Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other pets may be kept provided they are not kept, bred, or maintained for any commercial purposes, and provided that such household pets do not attack any resident or visitor in the subdivision.

**Section 7. Signs.** No contractor signs, other than a single construction sign placed by any general contractor hired to perform construction on a lot, of any kind shall be displayed on any lot without written permission of the Association. No signs of any type may be displayed on the Common Area of Woodrun.

**Section 8. Guests.** All guests must be accompanied by the Member while using the facilities of the Association.

**Section 9.** No all terrain vehicle (ATV), golf cart, or utility vehicles may be operated on the roads of Woodrun except by licensed drivers 16 and older. Dirt bikes, scooters and go-carts may be

operated on the roads of Woodrun Subdivision provided that they are “street legal” and are only operated by legally licensed drivers aged 16 and older.

**Section 10.** Members and their guests have access to the Woodrun Clubhouse, Swimming Pool, Campground, Tennis Courts, Boat Dock and Boat Launch. These Amenities are maintained by the Association with the cooperation of Members and their guests, and their upkeep is supported by the Assessments and charges paid by Members and guests. Particular rules for the use and, where applicable, rental of the various amenities are contained within **Appendix B** (Clubhouse); **Appendix C** (Swimming Pool); **Appendix D** (Campground), **Appendix E** (Tennis Courts), **Appendix F** (Boat Slips); and **Appendix G** (Boat Launch), **Appendix H** (Fee Schedule).

**Section 11. Nature/Hiking Trails.** The Woodrun trail system is a network of hiking and nature trails located on community common areas for the benefit of Woodrun members and their guests. The following rules shall be applicable to the use of the nature/hiking trails. These rules may be amended as necessary by the board.

- A. Users of the trails should stay on designated pathways to prevent damage to surrounding natural areas. No motorized vehicles or bicycles may be used on any of the nature/hiking trails.
- B. All pets accompanying users of the trails and hiking paths must be kept on leashes at all times.
- C. Do not remove plants or natural objects or disturb wildlife, and do not leave trash or debris on or around the trails.
- D. Prevent wildfires. Extinguish all smoking materials before using the trails.

**Section 12. Hunting prohibited.** No hunting is allowed on any common element of the Woodrun Subdivision.

**Section 13. Compactor.** The compactor is located at the maintenance building and is for household trash ONLY. Landscaping debris, building materials, appliances, furniture, tires, batteries, liquids of any type, etc. are NOT permitted. Cardboard boxes and other bulky waste should be flattened before being placed in the compactor.

**Section 14. Damages and Violations.** Members of the Woodrun Association shall be responsible for their actions and cost recovery, and those of their guests, for violations and damage:

- Improper usage of Woodrun amenities such as trash compactor, swimming pool, campground, hiking trail, tennis court and basketball court.
- Damage to Woodrun properties including, but not limited to roads, buildings, guard house, boat slips and storage, boat launch, and security gates.

Failure to pay within 30 days of invoice from the Association to the Member shall be subject to immediate suspension of membership privileges. The Board of Directors shall pursue legal action for cost recovery, if deemed necessary. (2019 -6-13)

## **ARTICLE VI- SECURITY**

**Section 1. Member stickers.** Members must display current barcode or other sticker issued by the Association at all times within Woodrun Subdivision. Members not in good standing will not be issued barcode stickers.

**Section 2. Guests.** Only Members may authorize guests. Security must be provided with names of guest(s) prior to their arrival in order to insure admittance to Woodrun Subdivision.

**Section 3. Emergency contact.** In case of emergency, Members should call 911 and then the guardhouse (if possible) at 910-439-5155 to advise the security guard that an emergency vehicle is coming into Woodrun.

**Section 4. Service passes.** All contractors, service providers, lawn care providers, and all others who provide a service to Woodrun Residents, on a regular basis, will be required to purchase a Woodrun Service Pass. The cost of same shall be as set from time to time by the Board of Directors and passes can be obtained from the Woodrun office.

**Section 5.** In order to provide for the safety and welfare of residents and guests within Woodrun, no firearm, air powered weapon, cross-bow or other weapon capable of sending any projectile off a private lot onto the lot of another Owner or onto the common area of Woodrun may be discharged.

## **ARTICLE VII- AMENDMENTS**

These By-Laws may be amended by a majority vote by the Board of Directors at any time said Board deems amendment advisable for the best interest of the Association. If any provision contained herein is declared unlawful or invalid, the remaining provisions shall nevertheless continue in full force and effect. Clerical errors are subject to correction.