

Doc ID: 000966620013 Type: CRP
Recorded: 01/18/2007 at 09:08:34 AM
Fee Amt: \$50.00 Page 1 of 13
Pitt County, NC
Judy J. Tart Register of Deeds
BK 2252 PG 356-368

Prepared by and Return to: Lanier & Taggart, PLLC

**BY-LAWS
OF
MANNING FOREST POA, INC.**

City of Greenville, Greenville Township, Pitt County
North Carolina

**ARTICLE 1:
NAME AND LOCATION**

The name of the Corporation is **MANNING FOREST POA, INC.**, hereinafter referred to as the "Association". The principal office of the corporation shall be located in Pitt County, North Carolina, but meetings of members and directors may be held at such places within the State of North Carolina, County of Pitt, as may be designated by the Board of Directors.

**ARTICLE II:
DEFINITIONS**

Section 1: "Association" shall mean and refer to **MANNING FOREST POA, INC.**, its successors and assigns.

Section 2: "Properties" shall mean and refer to that certain real property located in the

various Sections and Additions to MANNING FOREST and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3: "Common Area" shall mean all real property owned by or used by the Association for the common use and enjoyment of the owners, including roads and rights of way in said subdivision.

Section 4: "Lot" shall mean and refer to any numbered or lettered plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 5: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6: "Member" shall mean and refer to those persons entitled to membership.

Section 7: "Mortgagee" shall mean and refer to persons, firms or corporations holding a recorded lien appearing of record in the Pitt County Registry against any lot as defined in Section 4 hereof.

Section 8: "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Property recorded in the Pitt County Registry.

ARTICLE III: MEMBERS

(a) Class of Members: The Association shall have such classes of Members as named in the Declaration. The qualifications and rights shall be as follows:

1. Every beneficial owner, as distinguished from a security owner, of

property in Pitt County, North Carolina, as described in the Declaration shall be a Member.

2. Membership shall include an undertaking by the applicant to comply with and be bound by the Articles of Incorporation, these By-Laws and amendments thereto, the Declaration, and the policies, rules, and regulations at any time adopted by the Association in accordance with these By-Laws.
3. Membership in this Association shall terminate on a Member's ceasing to be a beneficial owner of the property.

(b) Voting Right: Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and shall not be separate from ownership of any lot which is subject to assessment. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall the owners of a Lot collectively be entitled to cast more than one vote with respect to any one Lot.

1. At membership meetings all votes may be cast in person, or by proxy.
2. The Board of Directors is authorized to establish regulations providing for voting by mail.

ARTICLE IV: **MEETINGS OF MEMBERS**

Section 1: Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent

regular annual meeting of the members shall be held on the same day and the same month of each year thereafter, at the hour of 8:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2: Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3: Notice of Meetings. 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, not less than thirty (30) days or more than sixty (60) days in advance of the meeting 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. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, sixty (60%) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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 his lot.

ARTICLE V:
BOARD OF DIRECTORS

Section 1: Number. The affairs of this Association shall be managed by a Board of at least three (3) directors, who must be members of the Association, plus the President, Vice-President and Secretary-Treasurer of the Association.

Section 2: Term of Office. At the first annual meeting the members shall elect one-third (1/3) of the directors for a term of one (1) year, one-third (1/3) of the directors for a term of two (2) years and one-third (1/3) of the directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect directors for a term of three years to replace those whose terms have expired.

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, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of this predecessor.

Section 4: Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his 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 the written approval of all the directors. Any action so approved shall have the same effect as thought taken at a meeting of the directors.

ARTICLE VI:
NOMINATION AND ELECTION OF DIRECTORS

Section 1: **Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two 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. 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.

Section 2: **Election.** Election to the Board of Directors shall be by secret ballot. At such election the members of their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VII:
MEETING OF DIRECTORS

Section 1: **Regular Meetings.** Regular meeting of the Board of Directors shall be held no less than quarterly without notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2: **Special Meetings.** Special meetings of the Board of Directors shall be

held when called by the president of the Association or by any two directors after not less than three (3) days notice of each director.

Section 3: Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII:
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1: Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the By-Laws, the Articles of Incorporation, or the Declarations;
- (c) 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
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; provided always, any contract for professional management must contain a clause requiring not more than 90 days termination notice.

- (e) procure, maintain and pay premiums on a master policy of hazard insurance on the buildings standing on the "lots" on the "properties" in an adequate amount, and to equitably assess the owners of the same for their pro-rata portion of such expense.

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 thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the 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 the annual assessment against each lot at least thirty (30) days in advance of each 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
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain, at all times, adequate hazard insurance on the property owned by the Association and sufficient liability insurance to adequately protect

the Association;

- (f) cause all officers or employees, including officers and employees of professional management, having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE IX: **OFFICERS AND THEIR DUTIES**

Section 1: Enumeration of Officers. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, a treasurer, and such other 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 first 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 and each shall hold office for one (1) year or until his successor is elected and qualified, unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

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

Section 5: Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time 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 therein, and unless otherwise specified therein, the

acceptance of such resignation 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 officer he replaced.

Section 7: Multiple Officer. 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 to Section 4 of this Article.

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

President:

- (a) 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 shall co-sign all checks and promissory notes.

Vice-President:

- (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary:

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members of the Association together with their addresses,

and shall perform such other duties as required by the Board.

Treasurer:

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a 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 at its annual meeting, and deliver a copy of each to the members.

ARTICLE X:
COMMITTEES

The Association shall appoint an Architectural Control 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 XI:
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspections by a member or a mortgagee of any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII:
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 against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use or abandonment of his Lot.

ARTICLE XIII:
CORPORATE SEAL


The Association shall have a seal in circular form having within its circumference the words "MANNING FOREST POA, INC.", and the words: "CORPORATE SEAL", in the center thereof.

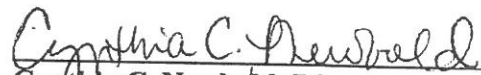
ARTICLE XIV:
AMENDMENTS

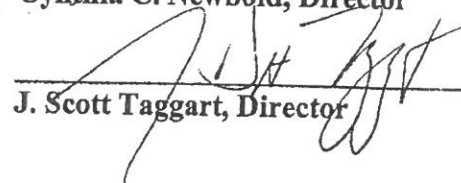
Section 1: These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2: In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the same case of any conflict between the Declaration and these By-Laws, the Declaration shall have control.

IN WITNESS WHEREOF, we being all of the incorporators of the **MANNING FOREST POA, INC.**, have hereunto set our hands and seals, this the 17th day of January, 2007, for the purposes therein expressed.


Allen C. Newbold, Director


Cynthia C. Newbold, Director

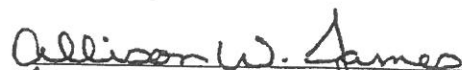

J. Scott Taggart, Director

**STATE OF NORTH CAROLINA
COUNTY OF PITT**

I, Allison W. James, a Notary Public in and for said County and State, do hereby certify that **Allen C. Newbold, Cynthia C. Newbold and J. Scott Taggart**, personally appeared before me this day and after being duly sworn, acknowledged that they are the Directors of **MANNING FOREST POA, Inc.**, and that they voluntarily executed the foregoing By-Laws of **MANNING FOREST POA, INC.** for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 17th day of January, 2007.




Allison W. James, Notary Public
My Commission Expires: 3-22-2009

Prepared by and Return to: Lanier & Taggart, PLLC

**DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
MANNING FOREST SUBDIVISION
RESIDENTIAL TOWNHOME COMMUNITY**

City of Greenville, Greenville Township, Pitt County
North Carolina

THIS DECLARATION, made on the date hereinafter set forth by ALLEN C. NEWBOLD, of Pitt County, North Carolina, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Greenville, Pitt County, North Carolina, which is more particularly described as follows:

Lying and being in the City of Greenville, Pitt County, North Carolina and further being all of Lots 1 through 10 Building A and Lots 1 through 9 Building M as set forth on the Final Plat entitled "MANNING FOREST Division of Buildings A & M" prepared by Baldwin & Associates, dated 12/27/2006, which can be found of record in Map Book 67, Pages 45 & 46, Pitt County Registry.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I:
DEFINITIONS**

Section 1: "Association" shall mean and refer to MANNING FOREST POA, Inc., its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties; including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4: "Lot" shall mean and refer to any numbered or lettered lot or plot of land shown upon any recorded subdivision map of the properties.

Section 5: "Declarant" shall mean and refer to Allen C. Newbold, his heirs and assigns.

Section 6: "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II: **MEMBERSHIP AND VOTING RIGHTS**

Section 1: Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and shall not be separate from ownership of any lot which is subject to assessment.

Section 2: The Association shall have two classes of voting membership.

Class A: Class A membership shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall the owners of a Lot collectively be entitled to cast more than one vote with respect to any one Lot.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each vote held by the Class A members, and notwithstanding any other provisions herein, shall be assessed at a rate of not more than twenty-five (25%) percent of the Class A membership rate. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, and in all events no later than January 1, 2008.

ARTICLE III: **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in the title unless expressly assumed by them.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the ground maintenance of the properties, including but not limited to, the cost of labor, equipment, materials, management and supervision, and the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3: Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be, \$540.00 per lot, prorated for the remainder of said year.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) From the preceding month of July.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for the next succeeding two (2) years may be increased above that established by the Consumer Price Index formula by a vote of the members, and for each Succeeding period of two (2) years thereafter, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in

- advance of the meeting setting forth the purpose of the meeting.
- (c) The Board of Directors may fix an annual assessment at an amount not in excess of the maximum.

Section 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Properties, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at the meeting duly called for this purpose.

Section 5: Notice and Quorum of Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: Uniform Rate of Assessment. Except as provided for Class B members, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7: Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each Lot of least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8: Effect of Nonpayment of Assessment - Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum. The Association may file a lien against a Lot when any assessment levied against the Lot remains unpaid for a period of thirty (30) days or longer, and may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape or deny liability for the assessments provided for herein by no-use or abandonment of his Lot.

Section 9: Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a superior deed of trust foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due and payable. The unpaid assessments shall be deemed to be a Common Expense collectible from all of the Lot owners, including such purchaser, its heirs, successors and assigns.

ARTICLE IV: **PARTY WALLS**

Section 1: General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2: Sharing of Repair and Maintenance. The cost of reasonable repair and

maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3: Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, an Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or wilful act or omissions.

Section 4: Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5: Right to Contributions Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners successors in title.

Section 6: Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and binding on the parties.

ARTICLE V: **EXTERIOR MAINTENANCE**

Exterior Maintenance of the improvements located upon any Lot is the responsibility of the Lot owner, including without limitation, fences and shrubbery and landscaping placed upon the perimeter of any townhome by a Lot Owner.

ARTICLE VI: **ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. For the purpose of this Article, storm windows and a storm door on the rear entrance may be placed and maintained on townhouses without need for approval of the architectural committee; but a storm door placed and maintained at the entrance, or front door, to a townhouse must be approved by the architectural committee in accordance with the provisions of this Article. Any fences placed upon a Lot shall be constructed of white PVC material. Subsequent to the placement of a fence on a Lot, maintenance of the grounds within its circumference becomes the responsibility of the Lot Owner and are no longer a charge upon the Association.

ARTICLE VII: **USE RESTRICTIONS**

Section 1: Land Use and Building Type. No Lot shall be used except for residential purposes.

Section 2: Nuisance. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3: Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes (See Section 10 Below)

Section 4: Outside Antennas. No outside radio, satellite dishes or television antennas shall be erected on any townhome unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee.

Section 5: Property Owners' Dues. Association monthly dues and/or assessments payments are due and payable on the first day of each month. Dues and/or assessments not paid within 30 days will be subjected to accruing interest at a rate of 1.5%/month or 18% per annum.

Section 6: Renters. Renters are considered equal with resident owners to abide by these rules and regulations. Nonresident owners must be aware that Section 32-3 of the Greenville Zoning Ordinance stipulates that no more than three (3) unrelated persons may occupy a single-family dwelling. The owners of the property in violation of this Ordinance are subject to enforcement action up to and including the issuance of Civil Citations of \$50 per day for each and every day the violation continues.

Section 7: Lots of Sale. "For Sale" signs and "Open House" signs may only be placed upon the Lot that is for sale. All units must be fully insured and minimal utilities must be maintained at all times, including periods of vacancy.

Section 8: Grounds Maintenance. Maintenance of the grounds by the Property Owners' Association shall include mowing, edging and fertilizing of the grass; pruning the shrubs; distributing pine straw; and replacement of trees, shrubs, etc.

Residents who choose to plant trees or shrubs in the borders in front of their units are responsible for the care and maintenance of those plantings. Owners are also responsible for damages caused to buildings, patios, sidewalks or fencing caused by such plantings. If the unit is sold, it must be conveyed to the new owners that they, and NOT the Association, are responsible for such plantings. Plantings within the patio areas must be located and/or maintained to prevent possible damage to plumbing, fences, patio fences, patio surfaces, and exteriors and/or patios are the responsibility of the owners. Residents may NOT plant winter rye grass in front of their units. This causes mowing issues, as well as an inconsistent appearance.

Section 9: Grounds and Driveway Appearance: There will be no dumping of any foreign material on any Lot, including, but not limited to: motor oil, solvent, paints, etc. The homeowner is responsible for cleaning and/or repairing damage to driveways caused by his/her vehicle or guests' vehicles leaking oil, antifreeze or other corrosive substances on the pavement.

Section 10: Pets. No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except dogs, cats or other household pets. No animal may be kept or maintained for commercial purposes and must not disturb or annoy other residents.

- 10.1 Dogs must be on a leash at all times, City of Greenville Ordinance.
- 10.2 Owners of all dogs shall be expected to "Scoop the poop"
- 10.3 No animal may make noises that disturb other residents. City Ordinance
- 10.4 Do not allow dogs to urinate on the shrubs, as they are easily killed by dog urine.
- 10.5 Cat owners are required to restrain their pets and may NOT allow them to roam free. The city has a nuisance law that can be enforced by the Animal Control Officer.

Section 11: Vehicles. Only passenger cars and/or trucks of ½ ton capacity or less shall be permitted to remain upon any Lot. Boats, trailers, recreational vehicles and large truck of over ½ ton capacity are expressly prohibited. Vehicles are prohibited from being parked upon any area that is not paved

Section 12: Trash and Debris.

- 12.1 All trash should be placed in the proper container (regular or recycle) in closed plastic bags. Both household and pet waste must be in closed plastic bags.
- 12.2 No paint cans are to be placed in container. City Ordinance
- 12.3 Residents should notify Public Works to pickup large items. DO NOT place items beside container until you have called for pick up. Large items should be stored in home or patio until the pick up date.
- 12.4 Residents should call Public Works for pick up of yard trimmings and debris if they are placed at the curb or beside the containers.

ARTICLE VIII: EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved

Prepared by & file: Christopher P. Edwards, Lewis & Associates

STATE OF NORTH CAROLINA

COUNTY OF PITT

AMENDMENT TO THE BY-LAWS OF MANNING FOREST POA, INC.

KNOW ALL MEN BY THESE PRESENTS, that the Manning Forest POA, Inc., a nonprofit corporation organized and existing under and by virtue of the laws of the State of North Carolina, and having its principal office and place of business in Greenville, Pitt County, North Carolina, does hereby amend its By-Laws as follows:

ARTICLE V, Section I, entitled "Board of Directors: Number" shall henceforth read as follows:

"Section I: Number. The affairs of this Association shall be managed by a Board of three (3) directors, who must be members of the Association, and shall consist of the President, Secretary, and Treasurer of the Association."

ARTICLE IX, Section I, entitled "Officers and their Duties: Enumeration of Officers" shall henceforth read as follows:

"Section I: Enumeration of Officers. The officers of this Association shall be a President, Secretary, and Treasurer, each of whom shall be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create."

ARTICLE IX, Section 7, entitled "Officers and their Duties: Multiple Officer" shall henceforth read as follows:

"Section 7: Multiple Officer. No person shall simultaneously hold more than one position as an officer of the Association, except in the case of special offices created pursuant to Section 4 of this Article."

ARTICLE IX, Sections 8(b) entitled "Officers and their Duties: Vice President" shall hereby be deleted from the By-Laws.

The purpose of said amendments is to eliminate the office of Vice-President of the Association, clarify that the offices of Secretary and Treasurer shall be two (2) separate offices held by two (2) separate individuals, and clarify that the Board of Directors shall consist of the three (3) officers set forth herein.

IN WITNESS WHEREOF, Manning Forest POA, Inc. has caused this instrument to be certified by its President, as evidenced by his signature below, verifying that this Amendment was voted on and duly approved with the necessary number of votes cast in person or by proxy at a validly called meeting of the members of the Manning Forest POA, Inc. on _____, 2011, and has further caused this instrument to be signed in its corporate name by its President and attested by its Secretary and its corporate seal affixed hereto on this the _____ day of _____, 2011.

Manning Forest POA, Inc.

By: _____ (SEAL)
Jason Dorsey, President

ATTEST:

Secretary

STATE OF NORTH CAROLINA

COUNTY OF PITT

I, _____, a Notary Public in and for aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the Secretary of Manning Forest POA, Inc, a North Carolina Non-profit Corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and Notarial Seal, this the _____ day of _____, 2011.

Notary Public
My Commission Expires: _____