

Catspaw POA Bylaws 2023
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**CATSPA W PROPERTY OWNERS ASSOCIATION, INC
AMENDED AND RESTATED BYLAWS**

The following Amended and Restated Bylaws of Catspaw Property Owners Association, Inc. are executed by Catspaw Property Owners Association Inc. this 6th day of December, 2023 on behalf of all current lot owners of record (Exhibit A) and affecting all of the lands shown on six (6) plats prepared by Stephen Foster and Ben West, registered land surveyors, and recorded in Plat cabinet 6 at slides 634, 635, 636, 637, 638 and 639 Jackson County, NC, Office of Register of Deeds.

1. AUTHORITY

These are the Amended and Restated Bylaws (hereafter "these Bylaws") of Catspaw Property Owners Association, Inc. ("CPOA"), promulgated under the authority of North Carolina General Statutes Chapter 55A, which statute governs the creation and operation of the association, and sections of NCGS 47F, which are required by law to apply to CPOA. Those sections of NCGS 47F are hereby incorporated by reference and a current version as of this writing is attached hereto as Exhibit B. A link to these statutes will be available at the official CPOA website. All previously dated and executed Bylaws not now a part of the land records and all previously recorded Bylaws in conflict herewith are superseded hereby and have no further effect.

2. PURPOSE OF ASSOCIATION

- a) To maintain the private road system, including signage and right of way within Catspaw Subdivision and promulgate rules and regulations for its use; and to maintain Walnut Gap Road in cooperation with Walnut Gap and the other communities using it, from Catspaw Subdivision to the public highway, ensuring continuous year round access to the lots, except that the Association shall have no obligation to clear snow and ice from the roadway. Weather conditions may require lot owners to use four wheel drive vehicles and appropriate winter tires or chains to access lots during winter.

- b) To enforce the provisions of these Bylaws, the Declaration and Covenants, Restrictions and Bylaws of record, and the Rules and Regulations promulgated by the Association, all of which shall be available on the Catspaw website.
- c) To encourage member participation within the community by creating voting procedures and quorum and notice requirements designed to promote well-attended meetings and a high percentage of member voting, to ensure maximum communication with and among the members, and to promote participation in standing and ad hoc committees.

3. BUDGET

The Executive Board of the Association shall prepare a proposed annual budget in advance of the annual meeting of the members. The budget shall include anticipated income and expenses, planned major roadway repair or replacement expenses and a reserve for unanticipated events. A summary of the proposed budget shall be included with notice of the annual meeting together with a statement that a quorum is not required for ratification by a majority of members present at the annual meeting.

4. ASSESSMENTS

The Association has the power to make and collect assessments as stated in Article V of the Declaration of Covenants and Restrictions for Catspaw for the purposes set forth therein and the aforementioned North Carolina Statutes. The amount of the annual assessment shall be set each year for the upcoming year by the same majority vote of CPOA members, that approved the budget and, in an amount to balance the budget, by assessing unimproved lots at 5/6 of the assessment for a lot improved with a residence. The Association shall follow the procedures in 47F-3-116(NCGS) in filing a lien for unpaid assessments and collecting sums due.

5. MEETINGS OF LOT OWNERS

- a) **PLACE.** All meetings shall be held in Jackson or Macon Counties, North Carolina within 20 miles of Catspaw Subdivision at a place as shall be designated in the notice of meeting.
- b) **ANNUAL MEETING.** The annual meeting shall be held in the month of July of each year, or on such other date determined by the Lot Owners at the previous annual meeting, for the following purpose:

- To present for ratification by the members the proposed budget prepared by the Executive Board.
 - To fix the amount of the annual assessment against each lot.
 - To elect members of the Executive Board who will assume their positions at the close of the annual meeting.
 - To set the date for next annual meeting, using input from members not in attendance as well as those at the meeting.
 - To transact any other business that may come before the membership.
- c) **SPECIAL MEETINGS.** Special meetings may be called at any time by the President, a majority of the members of the Executive Board, or a petition of the CPOA members in accordance with North Carolina law.
- d) **NOTICE OF MEETING.** Written notice stating the date, time and place of the meeting and the items on the agenda, including the general nature of any proposed change in the Articles of Incorporation, Declaration, Bylaws or any ratified budget or any proposal to remove an Executive Board member shall be sent by email at least 30 calendar days prior to the meeting and then by first class mail at least 20 calendar days prior to the meeting, to any members not responding to email.
- e) **VOTING RIGHTS.** On matters of Association business submitted to vote of the lot owners, the voting criteria are set forth in Article III, Section 2 of the Declaration. Only the holder of legal title may exercise voting rights.
- f) **QUORUM.** Lot owners entitled to cast at least 40% of the votes of the Association, being present in person or by proxy, shall constitute a quorum for the purpose of submitting any matter to a vote except regarding budget ratification. All matters submitted to a vote at any meeting held in accordance with these Bylaws shall be decided by a simple majority of the votes cast except in the case of a Bylaw change where a 67% vote will apply, provided the number of affirmative votes represents a majority of all of the votes of the Association. All votes to change the Bylaws shall be taken by written ballot distributed to all members.
- g) **PROXY.** This paragraph supplements Article III Section 3 of the Declaration. Votes may be cast either in person or by one or more agents authorized by a dated, written proxy executed by the member. The proxy may be in the form of a document signed personally or a document delivered by fax or email containing a signature. A proxy terminates six months after its date unless it specifies a shorter term. Any form of proxy sufficient in law may be used but the following form shall be deemed sufficient. A proxy form will be available for printing on the community website.

The undersigned hereby irrevocably constitute and appoint _____ their attorney-in-fact and proxy for the sole purpose of casting the vote(s) allocated to Lot(s) _____ on all matters submitted to vote at that certain meeting of Catspaw Property Owners Association, Inc. to be held on the _____ day of _____ 20____. The undersigned hereby ratify and confirm all such votes cast on behalf of said lot(s) at that meeting, and certify that they are fully authorized to execute this instrument of proxy on behalf of all owners of the fee interest in said lot(s).

Dated _____ Signature _____

6. NOMINATIONS OF CANDIDATES FOR THE EXECUTIVE BOARD

The Executive Board shall initiate by email followed by a letter to lot owners not acknowledging the email, a call for nominees to run for membership on the Executive Board 30-60 days prior to the annual meeting of the Association. Candidates to be qualified must be "lot owners" or "beneficial owners" as defined herein. Candidates shall submit resumes at least 24 days before the annual meeting and the Board shall publish a list of qualified candidates together with their resumes on the community website at least 21 days prior to the annual meeting. Nominations from the floor at the annual meeting shall also be permitted, if the proposed candidate has provided a written statement accepting nomination and his/her resume, or accepts in person, at the meeting and provides a summary of his/her qualifications.

7. EXECUTIVE BOARD

The business and affairs of the Association shall be managed by an Executive Board. The number of Members shall be five (5) each of whom shall be a CPOA member. For the purpose of qualification as a candidate for membership on the Executive Board, the term "CPOA" member includes a beneficial owner, such as the grantor of a trust who for estate planning or asset protection purposes conveys legal title to a trust but remains a beneficiary of the trust or retains the right to use and enjoy the lot; or one spouse who for similar reasons conveys title to the other spouse but continues to use and enjoy the lot; or an individual or couple who for similar reasons convey title to another while retaining a life interest in the lot; or the contract vendee under an installment sale contract for a lot who is in actual possession and who uses and enjoys the lot; or such other similar device approved by the Executive Board. The holder of legal title to a lot must authorize in writing the creation or change of such a beneficial owner status and present same to the Executive Board for approval prior to the call for nominees in order for such status to be considered in that election cycle. Only one lot owner from each lot may serve on the Executive Board.

8. ELECTION AND TERM OF EXECUTIVE BOARD MEMBERS

- a) The Executive Board shall be composed of the following five Officers: a President, Vice- President, Treasurer, Secretary and Road Officer. Members of the Executive Board shall be elected by the lot owners casting ballots for specific offices at the annual meeting of the lot owners. The positions will be elected in the order they are listed in the first sentence above. To be elected a candidate must receive a majority vote. Repeated balloting, dropping the candidate with the least number of votes may be necessary.
- b) The President, Secretary, and Road Officer will be elected for two-year terms on odd-numbered years. Vice-President and Treasurer shall be elected for two-year terms on even-numbered years.
- c) A board member with a year remaining on their term may run for another position without resigning.
- d) If a board position not up for election is open or becomes open at any member meeting, the position will be filled by a member vote at the meeting rather than filling the position by appointment by the Board.

9. REMOVAL

Any member of the Executive Board may be removed at any time with or without cause by a majority vote of the lot owners at a meeting held in accordance with these Bylaws.

10. VACANCIES

In the event of death, inability to serve, resignation or removal of any Executive Board member, his successor shall be decided upon as follows. If one or two Executive Board members no longer serve, the Executive Board shall appoint substitute Executive Board members to serve out the balance of the year in question without delay. The Executive Board may choose any qualified CPOA member or a non-officer Board member as the substitute(s). A permanent substitute to serve out any remaining term shall be elected at the next annual meeting of the members. If more than two Executive Board members no longer serve, a new election shall be called as soon as practical to elect replacements to serve out the remaining terms.

11. POWERS AND DUTIES

The Executive Board shall have all the powers and duties as set forth in Article 55A (for Boards of Directors) and sections of 47F that apply (for Executive Boards) North Carolina General Statutes except as superseded by these Bylaws. The Executive Board shall have no power to enter into a contract which would bind the Association for a period in excess of two years without prior approval of the majority of the lot owners.

12. MEETINGS OF THE EXECUTIVE BOARD

- a) **CALLED MEETINGS.** Meetings of the Executive Board may be called by the President or any two Executive Board members. The annual meeting of the Executive Board shall occur immediately after the annual meeting of lot owners and shall be open to lot owners. The Association shall publish the minutes of all Executive Board meetings promptly thereafter, on the community website.
- b) **NOTICE OF MEETING.** The person(s) calling the meeting shall at least seven (7) days before the meeting give notice by telephone, email or any usual form of communication, to the Executive Board members and by email to any lot owner requesting notice and an opportunity to observe Executive Board meetings. Time will be allocated for comments from lot owners who attend. The purpose of the meeting need not be specified.
- c) **QUORUM.** A majority of Executive Board members shall constitute a quorum for the transaction of business at any meeting of the Executive Board.
- d) **ACTION BINDING THE ASSOCIATION.** Except as otherwise provided in these Bylaws, the act of an actual majority of the Executive Board members (three affirmative votes) shall be the act of the Association at a meeting at which a quorum is present.
- e) **INFORMAL ACTION.** Action taken by a majority of the Executive Board members without a meeting is nevertheless Board action if written consent to the action taken is signed by all the Executive Board members and filed in the Association records, before the action is taken. Concurrence by email is deemed an adequate record of the action, provided said concurrence is later memorialized in the next meeting of the Board.

13. COMMITTEES

The Executive Board may establish both standing and ad hoc committees to assist in its work. A CPOA member or a beneficial owner as defined in Paragraph 19 is eligible to serve as the chairperson of any committee. With approval of the board, CPOA membership is not required to serve as a nonvoting member of any committee. The Executive Board shall establish three standing committees: Roads, Communications and Governance. Each standing committee shall consist of the Executive Board member elected as Chairperson and such other CPOA members as are necessary.

- a) **The Roads Committee** shall be chaired by the Road Officer. The Roads Committee shall assist the road Officer in his responsibility to maintain and inspect the road system and easement area, and to investigate CPOA member concerns about condition or use of roads.
- b) **The Communications Committee**, composed of the Chairman (Secretary) and at least one other member, shall be responsible for the official CPOA website and all communication between the Executive Board or its committees and the CPOA membership. It shall promote the free exchange of information between CPOA members and encourage member participation in ad hoc committees and projects and activities beneficial to the Community and shall assist the Secretary as he or she shall direct in his/her duties.
- c) **The Governance Committee** shall be chaired by the Vice President and shall be concerned with organization management and control and shall oversee matters of governance, such as soliciting candidates for office, suggesting bylaw or policy changes, reviewing grievances or complaints from owners, and acting as an adjudicatory panel in procedures for fines or suspension of community privileges, if so requested by the Executive Board, and such other duties as the Executive Board may request.

14. OFFICERS

The Officers of the Association shall consist of a President, Vice President, Secretary, Treasurer and Road Officer.

- a) **PRESIDENT.** The President shall be the principal executive Officer of the Association and subject to the control of the Executive Board, shall in general, supervise and control all of the business affairs of the Association. He shall, when present, preside at all meetings of the members and the Executive Board. He shall sign, with the Secretary, on behalf of the Association all documents or other instruments which the Executive Board has authorized to be executed, except in cases where the signing or execution thereof shall be delegated by the Executive Board or by these Bylaws to some other Officer of the Association, or shall be required by law to be otherwise signed or executed; and in general the President shall perform all duties incident to the office of President or other duties as from time to time assigned by the Executive Board. The president shall serve on the Governance Committee.
- b) **VICE PRESIDENT.** The Vice President shall perform the duties of the President in the absence of the President due to death, inability, unavailability or refusal to act. When so acting the Vice President shall have all the powers of and shall be subject to all the restrictions upon the President and shall perform such other duties as from time to time are assigned by the President or the Executive Board. The Vice-President shall chair the Governance Committee.
- c) **SECRETARY.** The secretary shall: a) keep the minutes of Executive Board and CPOA members meetings; b) be responsible for giving all required notice in accordance with the provisions of these Bylaws or as required by law; c) be custodian of the Association records and correspondence; d) serve on the Communications Committee; e) keep a membership list including post office, email addresses and phone numbers of all lot owners of the Association; and f) perform all duties incident to the office of secretary and such other duties assigned from time to time by the President or the Executive Board. The Secretary shall serve as Chairperson of the Communications Committee.
- d) **TREASURER.** The Treasurer shall monitor all funds and expenses of the Association. The following shall be performed by the Treasurer : a) have charge and custody of and be responsible for all funds and securities of the Association; b) receive and give receipts for moneys due and payable to the Association from any source, and deposit in a timely manner, such moneys in the name of the Association in a federally insured institution; c) maintain the books of the corporation in both hard copy and electronic format; d) Prepare and deliver the Treasurer's report and present the proposed budget for ratification by the members at the annual meeting of shareholders; e) supervise production and distribution to members of the annual income and expense report and balance sheet as required by NCGS 47F-3-118; and f) generally perform all duties of the

office of Treasurer and such other duties assigned from time to time by the President or Executive Board.

- e) **ROAD OFFICER.** The Road Officer's responsibility shall include preparation of and adherence to a long term plan for maintenance of the road system in Catspaw, including road surface and bed, drainage culverts and swales, the easement area and signage. He shall regularly inspect the road system throughout Catspaw, including the area used in common with Walnut Gap, investigating all owner complaints regarding the condition of the roads or the use thereof. He shall keep the Executive Committee informed of maintenance issues, or anything else that affects the road system, and coordinating with Walnut Gap Community and others regarding the portion of Walnut Gap Road shared with them. The Road Officer shall chair the Roads Committee.

15. CONTRACTS

The Executive Board may authorize any Officer to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association in support of its purposes and such authority may be general or specific.

16. LOANS

No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a majority vote of the lot owners at a meeting duly called.

17. BANKING

The Treasurer, President and at least one other officer shall have user/signing authority on all bank accounts where CPOA funds are held. The Treasurer or, in the treasurer's absence, any of the other signers shall have the authority to use digital banking to pay bills, make deposits, and transfer funds between Catspaw accounts. Paying bills that are 10% or more over the amount pre- approved for a project requires approval by a majority of the board of directors.

18. AMENDMENTS TO BYLAWS OR ARTICLES OF INCORPORATION

These Bylaws or the Articles of Incorporation of the Association may only be amended or repealed by, or new Bylaws or Articles adopted by, a vote of 67% of the lot owners present, and the number of affirmative votes shall be a majority of the votes of the Association, at a regular or special meeting of the Association, pursuant to the then effective Bylaws of the Association. Any such amendment or repeal or adoption of new Bylaws shall be prepared and executed by the President on behalf of the Association, entered into the records of the Association and recorded in the land records of Jackson County, North Carolina.

19. DEFINITIONS


Except for the terms specifically defined herein and the Chapter 47F addendum, the definitions found in the Declaration in Bk 573 P. 153ff shall apply to these Bylaws.

Beneficial Owner is defined as a person who for estate planning or asset protection purposes is not named on the legal title of a Catspaw lot, but is a beneficiary of the right to use the lot, for example one domestic partner who is not listed on the title but has use of a lot owned by their domestic partner; or an individual or couple who for similar reasons convey title to another while retaining a life interest in a lot; or the contract vendee under an installment sale contract for a lot who is in actual possession and who uses the lot; or such other similar situation as approved by the Executive Board. The holder of legal title to a specific lot must authorize in writing the creation or change of a beneficial owner status for approval by the Executive Board prior to the call for nominees in order for such status to be considered in that election cycle.

20. CERTIFICATION

The undersigned President of Catspaw Property Owners Association, Inc. hereby certifies that the foregoing Restated and Amended Bylaws of Catspaw Property Owners Association, Inc. have been approved by more than 75% of the lot owners present, by written ballot, at which a quorum was achieved on November 30, 2023. The owners of record on the date of notice of said ballot and who are bound thereby are annexed as Exhibit C hereto and the County Register is requested to record this document and to index it against the names of all owners thereon.

Catspaw Property Owners Association, Inc

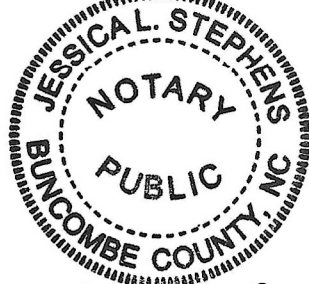

by Cheryl Harris, President

STATE OF NORTH CAROLINA

COUNTY OF JACKSON

The undersigned notary public of the aforesaid County and State do hereby certify that, Cheryl Harris personally appeared before me this day and acknowledged that she is the President of Catspaw Property Owners Association Inc., a North Carolina non-profit Corporation, and that she as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 12th day of January 2024.




Notary Public

Jessica L. Stephens
Printed Name of Notary

My commission expires NOV. 17 2027

Catspaw Voter List

Name	Mail Address				# of Votes
Aderhold, H Randolph & Anne G	PO Box 1105	Mt. Pleasant	SC	29465	2
Allgood, James G Jr	13230 Lazzaro Ct	Estero	FL	33928	1
Boland, Paul J & Diana L	14555 Indigo Lakes Cir	Naples	FL	34119	1
Cats Mountain Retreat SVCS LLC	208 Rebecca Cir	Swansea	SC	29160	1
Cyr, Myong C	2056 N. Corte Ranch Merlita	Tucson	AZ	85715	1
Dasher, William B Jr	455 Old Tucker Rd	Macon	GA	31210	1
Dillard, Mark A & Emalee E	212 Silvermill Ct	Columbia	SC	29210	1
Driggers, Charles P and Erica R	1500 Peru Rd	Umatilla	FL	32784	1
Farrish, James III	PO Box 1091	Highlands	NC	28741	1
Farrow, Glen M & Mary G Evans	509 Brighton Cir	Easley	SC	29642	1
Field, Paul K & Carol A	PO Box 44	Scaly Mountain	NC	28775	2
Garner, Gregory & Robert P	7195 Manasota Key Rd	Englewood	FL	34233	3
Harris, Donny C and Cheryl L	972 Ridge Rd	Lawrenceville	Ga	30043	2
Hastie, Mindy F	6800 Sorrel Ln	Cincinnati	OH	45243	1
Haugen, Willis G Jr & Jeanne N	7013 Stone Ct	Columbus	GA	31904	1
Henderson, Ross P and Susan	3124 Ortega Dr	Tallahassee	FL	32312	1
Holmes, Mark R and Lauren J, Trustees	1561 Belfast Ct	Apopka	FL	32712	2
Husband, Art	3417 Tequesta Dr	Hoover	AL	35226	1
Karimi, Isabel Etal & Sabsina	11649 61st St N	West Palm Beac	FL	33412	2
Katsiyannis, Antonis	1225 Carradine Rd	Seneca	SC	29678	1
Kee, William Given and Lee, Franklin Carver	64 Society St	Charleston	SC	29401	3
Lloyd, John T & Holly S	2018 Elmwood Cir	Snellville	GA	30078	1
Long, Sidney Page & Sullivan, William T	663 Walnut Gap Rd	Cullowhee	NC	28723	1
Lurie, Jack M & Kathi A	1264 Walnut Gap Rd	Cullowhee	NC	28723	2
Mahon, Mryna J	218 Clayson Dr	Cullowhee	NC	28723	1
Mcinerney, Joseph G III & Carloline Lewis	934 Scotland Drive	Mt Pleasant	SC	29464	1
Mercer, John	1054 Double Bridges Rd	Elberton	GA	30635	1
Meuldijk, Ronald & Robin	791 Windchime Way	Seneca	SC	29678	1

Exhibit A

Name	Mail Address				# of Votes
Mitchell Family Properties LLC	811 Ridgewood Ct	Opelika	AL	36801	1
Larry Moss LLC	1822 Norton Rd	Cashiers	NC	28717	1
Osburn, William O	1101 Hillcrest Pkw, Box 212	Dublin	GA	31021	1
Rosin, Bruno & Diane	106 Patrol Club Rd	Greenville	SC	29609	1
Stone, Thomas E	2512 Hollins Dr NW	Kennesaw	GA	30152	1
Sullivan, Stephen M IV	PO Box 1765	Conyers	GA	30012	1
Trufelli, Nicole A	5253 Center St	Jupiter	FL	33458	1
Weaver, Russell A & Kristie B	7219 Fairview Rd	Batesburg	SC	29006	2
Wilkinson Properties LLC	3301 S Flagler Dr	West Palm Beac	FL	33405	1
Williams, Aline Z Heirs	307 E Oak Cir	Madison	MS	39110	2
Williamson, Alden & Olson, Bailey	4609 Stone Ridge Trl	Sarasota	FL	34232	2
Ziegler, Mary Ann	12443 92nd Way	Largo	FL	33773	2
Total Lots	54				

Saturday, October 28, 2023

Chapter 47F.

North Carolina Planned Community Act.

Article 1.

General Provisions.

§ 47F-1-101. Short title.

This Chapter shall be known and may be cited as the North Carolina Planned Community Act. (1998-199, s. 1.)

§ 47F-1-102. Applicability.

(a) This Chapter applies to all planned communities created within this State on or after January 1, 1999, except as otherwise provided in this section.

(b) This Chapter does not apply to a planned community created within this State on or after January 1, 1999:

- (1) Which contains no more than 20 lots (including all lots which may be added or created by the exercise of development rights) unless the declaration provides or is amended to provide that this Chapter does apply to that planned community; or
- (2) In which all lots are restricted exclusively to nonresidential purposes, unless the declaration provides or is amended to provide that this Chapter does apply to that planned community.

(c) Notwithstanding the provisions of subsection (a) of this section, G.S. 47F-1-104 (Variation), G.S. 47F-2-103 (Construction and validity of declaration and bylaws), G.S. 47F-2-117 (Amendment of declaration), G.S. 47F-3-102(1) through (6) and (11) through (17) (Powers of owners' association), G.S. 47F-3-103(f) (Executive board members and officers), G.S. 47F-3-107(a), (b), and (c) (Upkeep of planned community; responsibility and assessments for damages), G.S. 47F-3-107.1 (Procedures for fines and suspension of planned community privileges or services), G.S. 47F-3-108 (Meetings), G.S. 47F-3-115 (Assessments for common expenses), G.S. 47F-3-116 (Lien for assessments), G.S. 47F-3-118 (Association records), and G.S. 47F-3-121 (American and State flags and political sign displays), and G.S. 47F-3-104 (Transfer of Special Declarant Rights) apply to all planned communities created in this State before January 1, 1999, unless the articles of incorporation or the declaration expressly provides to the contrary, and G.S. 47F-3-120 (Declaration limits on attorneys' fees) applies to all planned communities created in this State before January 1, 1999. These sections apply only with respect to events and circumstances occurring on or after January 1, 1999, and do not invalidate existing provisions of the declaration, bylaws, or plats and plans of those planned communities. G.S. 47F-1-103 (Definitions) also applies to all planned communities created in this State before January 1, 1999, to the extent necessary in construing any of the preceding sections.

(d) Notwithstanding the provisions of subsections (a) and (c) of this section, any planned community created prior to January 1, 1999, may elect to make the provisions of this Chapter applicable to it by amending its declaration to provide that this Chapter shall apply to that planned community. The amendment may be made by affirmative vote or

- (8) "Cooperative" means real estate owned by a corporation, trust, trustee, partnership, or unincorporated association, where the governing instruments of that organization provide that each of the organization's members, partners, stockholders, or beneficiaries is entitled to exclusive occupancy of a designated portion of that real estate.
- (9) "Declarant" means any person or group of persons acting in concert who (i) as part of a common promotional plan, offers to dispose of the person's or group's interest in a lot not previously disposed of, or (ii) reserves or succeeds to any special declarant right.
- (10) "Declaration" means any instruments, however denominated, that create a planned community and any amendments to those instruments.
- (11) "Development rights" means any right or combination of rights reserved by a declarant in the declaration (i) to add real estate to a planned community; (ii) to create lots, common elements, or limited common elements within a planned community; (iii) to subdivide or combine lots or convert lots into common elements; or (iv) to withdraw real estate from a planned community.
- (12) Reserved.
- (13) "Executive board" means the body, regardless of name, designated in the declaration to act on behalf of the association.
- (14), (15) Reserved.
- (16) "Leasehold planned community" means a planned community in which all or a portion of the real estate is subject to a lease, the expiration or termination of which will terminate the planned community or reduce its size.
- (17) "Lessee" means the party entitled to present possession of a leased lot whether lessee, sublessee, or assignee.
- (18) "Limited common element" means a portion of the common elements allocated by the declaration or by operation of law for the exclusive use of one or more but fewer than all of the lots.
- (19) "Lot" means a physical portion of the planned community designated for separate ownership or occupancy by a lot owner.
- (20) "Lot owner" means a declarant or other person who owns a lot, or a lessee of a lot in a leasehold planned community whose lease expires simultaneously with any lease the expiration or termination of which will remove the lot from the planned community, but does not include a person having an interest in a lot solely as security for an obligation.
- (21) "Master association" means an organization described in G.S. 47F-2-120, whether or not it is also an association described in G.S. 47F-3-101.
- (22) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.
- (23) "Planned community" means real estate with respect to which any person, by virtue of that person's ownership of a lot, is expressly obligated by a declaration to pay real property taxes, insurance premiums, or other expenses to maintain, improve, or benefit other lots or other real estate described in the declaration. For purposes of this act, neither a cooperative nor a condominium is a planned community, but real estate comprising a condominium or cooperative may be

- (11) Impose reasonable charges for late payment of assessments, not to exceed the greater of twenty dollars (\$20.00) per month or ten percent (10%) of any assessment installment unpaid and, after notice and an opportunity to be heard, suspend privileges or services provided by the association (except rights of access to lots) during any period that assessments or other amounts due and owing to the association remain unpaid for a period of 30 days or longer.
- (12) After notice and an opportunity to be heard, impose reasonable fines or suspend privileges or services provided by the association (except rights of access to lots) for reasonable periods for violations of the declaration, bylaws, and rules and regulations of the association.
- (13) Impose reasonable charges in connection with the preparation and recordation of documents, including, without limitation, amendments to the declaration.
- (13a) Impose reasonable charges in connection with the preparation of statements of unpaid assessments, which must be furnished within 10 business days after receipt of the request, in an amount not to exceed two hundred dollars (\$200.00) per statement or request, and an additional expedite fee in an amount not to exceed one hundred dollars (\$100.00) if the request is made within 48 hours of closing, all of which charges may be collected by the association, its managers, or its agents.
- (14) Provide for the indemnification of and maintain liability insurance for its officers, executive board, directors, employees, and agents.
- (15) Assign its right to future income, including the right to receive common expense assessments.
- (16) Exercise all other powers that may be exercised in this State by legal entities of the same type as the association.
- (17) Exercise any other powers necessary and proper for the governance and operation of the association. (1998-199, s. 1; 2004-109, s. 4; 2005-422, s. 1; 2020-90, s. 4(c).)

§ 47F-3-103. Executive board members and officers.

(a) Except as provided in the declaration, in the bylaws, in subsection (b) of this section, or in other provisions of this Chapter, the executive board may act in all instances on behalf of the association. In the performance of their duties, officers and members of the executive board shall discharge their duties in good faith. Officers shall act according to the standards for officers of a nonprofit corporation set forth in G.S. 55A-8-42, and members shall act according to the standards for directors of a nonprofit corporation set forth in G.S. 55A-8-30.

(b) The executive board may not act unilaterally on behalf of the association to amend the declaration (G.S. 47F-2-117), to terminate the planned community (G.S. 47F-2-118), or to elect members of the executive board or determine the qualifications, powers and duties, or terms of office of executive board members (G.S. 47F-3-103(e)), but the executive board may unilaterally fill vacancies in its membership for the unexpired portion of any term. Notwithstanding any provision of the declaration or bylaws to the contrary, the lot owners, by a majority vote of all persons present and entitled to vote at any meeting of the lot owners at which a quorum is present, may remove any member of the executive board with or without cause, other than a member appointed by the declarant.

(c) Within 30 days after adoption of any proposed budget for the planned community, the executive board shall provide to all the lot owners a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The executive board shall set a date for a meeting of the lot owners to consider ratification of the budget, such meeting to be held not less than 10 nor 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 that meeting a majority of all the lot owners in the association or any larger vote specified in the declaration rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the lot owners shall be continued until such time as the lot owners ratify a subsequent budget proposed by the executive board.

(d) The declaration may provide for a period of declarant control of the association, during which period a declarant, or persons designated by the declarant, may appoint and remove the officers and members of the executive board.

(e) Not later than the termination of any period of declarant control, the lot owners shall elect an executive board of at least three members, at least a majority of whom shall be lot owners. The executive board shall elect the officers. The executive board members and officers shall take office upon election.

(f) The association shall publish the names and addresses of all officers and board members of the association within 30 days of their election. (1998-199, s. 1; 2005-422, ss. 2, 3.)

§ 47F-3-104. Transfer of special declarant rights.

(a) No special declarant right (G.S. 47F-1-103(28)) defined under this Chapter may be transferred except by an instrument evidencing the transfer recorded in every county in which any portion of the planned community is located. Except for the transfer of declarant rights pursuant to subsection (c) of this section, the instrument is not effective unless executed by the transferee.

(b) Upon transfer of any special declarant right, the liability of a transferor declarant is as follows:

- (1) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon the transferor by this Chapter. Lack of privity does not deprive any lot owner of standing to maintain an action to enforce any obligation of the transferor.
- (2) If a successor to any special declarant right is an affiliate of a declarant (G.S. 47F-1-103(1)), the transferor is jointly and severally liable with the successor for any obligations or liabilities of the successor relating to the planned community.
- (3) If a transferor retains any special declarant rights but transfers other special declarant rights to a successor who is not an affiliate of the declarant, the transferor is liable for any obligations or liabilities imposed on a declarant by this Chapter or by the declaration relating to the retained special declarant rights and arising after the transfer.
- (4) A transferor has no liability for any act or omission or any breach of a contractual or warranty obligation arising from the exercise of a special declarant right by a successor declarant who is not an affiliate of the transferor.

(c) Unless otherwise provided in a mortgage instrument, deed of trust, or other agreement creating a security interest, in case of foreclosure of a security interest, sale by

a trustee under an agreement creating a security interest, tax sale, judicial sale, or sale under Bankruptcy Code or receivership proceedings of any lots owned by a declarant, or real estate in a planned community subject to development rights, or real estate subject to development rights for a planned community, a person acquiring title to all the property being foreclosed or sold, but only upon the person's request in an instrument recorded in every county in which any portion of the planned community is located, succeeds to all special declarant rights (G.S. 47F-1-103(28)) related to that property held by that declarant and requested by the person acquiring title. The judgment or instrument conveying title shall provide for transfer of only the special declarant rights requested. The mortgage, deed of trust, tax lien, or other conveyance to be foreclosed under this subsection shall not be required to contain specific reference to an assignment of special declarant rights but shall be deemed to include the special declarant rights as part of the right, title, and interest encumbered by the mortgage, deed of trust, tax lien, or other conveyance.

(d) Upon foreclosure of a security interest, sale by a trustee under an agreement creating a security interest, tax sale, judicial sale, or sale under Bankruptcy Code or receivership proceedings of all interests in a planned community owned by a declarant, the declarant ceases to have any special declarant rights and the period of declarant control (G.S. 47F-3-103(d)) terminates unless either of the following applies:

- (1) The judgment or instrument conveying title provides for transfer of all special declarant rights held by that declarant to a successor declarant.
- (2) The declarant transferred special declarant rights related to the appointment of executive board members to another person pursuant to this section prior to the foreclosure or sale.

(e) The liabilities and obligations of a person who succeeds to special declarant rights are as follows:

- (1) A successor to any special declarant right who is an affiliate of a declarant is subject to all obligations and liabilities imposed on the transferor by this Chapter or by the declaration.
- (2) Unless otherwise specified in the declaration as to the holder of a mortgage instrument, deed of trust, or other agreement creating a security interest, in case of foreclosure of a security interest, sale by a trustee under an agreement creating a security interest, tax sale, judicial sale, or sale under Bankruptcy Code or receivership proceedings, a successor to any special declarant right who is not an affiliate of a declarant, other than a successor described in subdivision (3) or (4) of this subsection, is subject to the obligations and liabilities expressly imposed by this Chapter or the declaration:
 - a. On a declarant which relate to the successor's exercise or nonexercise of special declarant rights; or
 - b. On his or her transferor, other than:
 1. Misrepresentations by the transferor or any previous declarant;
 2. Warranty obligations on improvements made by the transferor or any previous declarant or made before the planned community was created;

3. Obligations and liabilities arising out of contractual agreements between the transferor or any previous declarant and third parties other than the declaration;
 4. Breach of any fiduciary obligation by the transferor or any previous declarant or his or her appointees to the executive board; or
 5. Any liability or obligation imposed on the transferor or any previous declarant as a result of the transferor's acts or omissions after the transfer.
- (3) A successor to only a right reserved in the declaration to maintain sales offices, management offices, signs advertising the planned community, and models, if the successor is not an affiliate of the declarant, may not exercise any other special declarant right and is not subject to any liability or obligation as a declarant.
- (4) A successor to all special declarant rights held by a transferor who is not an affiliate of the declarant who succeeded to those rights pursuant to a deed or other instrument of conveyance in lieu of foreclosure or a judgment or instrument conveying title under subsection (c) of this section may declare in a recorded instrument the intention to hold those rights solely for transfer to another person. Thereafter, until transferring all special declarant rights to any person acquiring title to any lot or real estate subject to development rights owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than any right held by his or her transferor to control the executive board in accordance with G.S. 47F-3-103(d) for the duration of any period of declarant control, and any attempted exercise of those rights is void. So long as a successor declarant does not have the right to exercise special declarant rights under this subsection, the successor declarant is not subject to any liability or obligation as a declarant other than liability for his or her acts and omissions under G.S. 47F-3-103(d).

(f) Nothing in this section subjects any successor to a special declarant right to any claims against or other obligations of a transferor declarant other than claims and obligations expressly arising under this Chapter or the declaration.

(g) For purposes of this section, "assignment of declarant rights" shall include any assignment by the declarant of special declarant rights to a person, including, without limitation, an assignment pursuant to this section. (1998-199, s. 1; 2014-57, s. 3.)

§ 47F-3-105. Termination of contracts and leases of declarant.

If entered into before the executive board elected by the lot owners pursuant to G.S. 47F-3-103(e) takes office, any contract or lease affecting or related to the planned community that is not bona fide or was unconscionable to the lot owners at the time entered into under the circumstances then prevailing, may be terminated without penalty by the association at any time after the executive board elected by the lot owners pursuant to G.S. 47F-3-103(e) takes office upon not less than 90 days' notice to the other party. (1998-199, s. 1.)

§ 47F-3-106. Bylaws.

- (a) The bylaws of the association shall provide for:
 - (1) The number of members of the executive board and the titles of the officers of the association;
 - (2) Election by the executive board of officers of the association;
 - (3) The qualifications, powers and duties, terms of office, and manner of electing and removing executive board members and officers and filling vacancies;
 - (4) Which, if any, of its powers the executive board or officers may delegate to other persons or to a managing agent;
 - (5) Which of its officers may prepare, execute, certify, and record amendments to the declaration on behalf of the association; and
 - (6) The method of amending the bylaws.
- (b) The bylaws may provide for any other matters the association deems necessary and appropriate. (1998-199, s. 1.)

§ 47F-3-107. Upkeep of planned community; responsibility and assessments for damages.

(a) Except as otherwise provided in the declaration, G.S. 47F-3-113(h) or subsection (b) of this section, the association is responsible for causing the common elements to be maintained, repaired, and replaced when necessary and to assess the lot owners as necessary to recover the costs of such maintenance, repair, or replacement except that the costs of maintenance, repair, or replacement of a limited common element shall be assessed as provided in G.S. 47F-3-115(c)(1). Except as otherwise provided in the declaration, each lot owner is responsible for the maintenance and repair of his lot and any improvements thereon. Each lot owner shall afford to the association and when necessary to another lot owner access through the lot owner's lot or the limited common element allocated to the lot owner's lot reasonably necessary for any such maintenance, repair, or replacement activity.

(b) If a lot owner is legally responsible for damage inflicted on any common element or limited common element, the association may direct such lot owner to repair such damage, or the association may itself cause the repairs to be made and recover damages from the responsible lot owner.

(c) If damage is inflicted on any lot by an agent of the association in the scope of the agent's activities as such agent, the association is liable to repair such damage or to reimburse the lot owner for the cost of repairing such damages. The association shall also be liable for any losses to the lot owner.

(d) When the claim under subsection (b) or (c) of this section is less than or equal to the jurisdictional amount established for small claims by G.S. 7A-210, any aggrieved party may request that a hearing be held before an adjudicatory panel appointed by the executive board to determine if a lot owner is responsible for damages to any common element or the association is responsible for damages to any lot. If the executive board fails to appoint an adjudicatory panel to hear such matters, hearings under this section shall be held before the executive board. Such panel shall accord to the party charged with causing damages notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. This panel may assess liability for each damage incident against each lot

owner charged or against the association not in excess of the jurisdictional amount established for small claims by G.S. 7A-210. When the claim under subsection (b) or (c) of this section exceeds the jurisdictional amount established for small claims by G.S. 7A-210, liability of any lot owner charged or the association shall be determined as otherwise provided by law. Liabilities of lot owners determined by adjudicatory hearing or as otherwise provided by law shall be assessments secured by lien under G.S. 47F-3-116. Liabilities of the association determined by adjudicatory hearing or as otherwise provided by law may be offset by the lot owner against sums owing to the association and if so offset, shall reduce the amount of any lien of the association against the lot at issue.

(e) The association shall not be liable for maintenance, repair, and all other expenses in connection with any real estate which has not been incorporated into the planned community. (1998-199, s. 1; 2013-34, s. 2.)

§ 47F-3-107.1. Procedures for fines and suspension of planned community privileges or services.

Unless a specific procedure for the imposition of fines or suspension of planned community privileges or services is provided for in the declaration, a hearing shall be held before the executive board or an adjudicatory panel appointed by the executive board to determine if any lot owner should be fined or if planned community privileges or services should be suspended pursuant to the powers granted to the association in G.S. 47F-3-102(11) and (12). Any adjudicatory panel appointed by the executive board shall be composed of members of the association who are not officers of the association or members of the executive board. The lot owner 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 be assessments secured by liens under G.S. 47F-3-116. If it is decided that a suspension of planned community privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured. The lot owner may appeal the decision of an adjudicatory panel to the full executive board by delivering written notice of appeal to the executive board within 15 days after the date of the decision. The executive board may affirm, vacate, or modify the prior decision of the adjudicatory body. (1997-456, s. 27; 1998-199, s. 1; 2005-422, s. 4.)

§ 47F-3-108. Meetings.

(a) A meeting of the association shall be held at least once each year. Special meetings of the association may be called by the president, a majority of the executive board, or by lot owners having ten percent (10%), or any lower percentage specified in the bylaws, of the votes in the association. Not less than 10 nor more than 60 days in advance of any meeting, the secretary or other officer specified in the bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each lot or to any other mailing address designated in writing by the lot owner, or sent by electronic means, including by electronic mail over the Internet, to an electronic mailing address designated in writing by the lot owner. 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 declaration or bylaws, any budget changes, and any proposal to remove a director or officer.

(b) Meetings of the executive board shall be held as provided in the bylaws. At regular intervals, the executive board meeting shall provide lot owners an opportunity to attend a portion of an executive board meeting and to speak to the executive board about their issues or concerns. The executive board may place reasonable restrictions on the number of persons who speak on each side of an issue and may place reasonable time restrictions on persons who speak.

(c) Except as otherwise provided in the bylaws, meetings of the association and the executive board shall be conducted in accordance with the most recent edition of Robert's Rules of Order Newly Revised. (1998-199, s. 1; 2004-109, s. 6; 2005-422, s. 5.)

§ 47F-3-109. Quorums.

(a) Unless the bylaws provide otherwise, a quorum is present throughout any meeting of the association if persons entitled to cast ten percent (10%) of the votes which may be cast for election of the executive board are present in person or by proxy at the beginning of the meeting.

(b) Unless the bylaws specify a larger percentage, a quorum is deemed present throughout any meeting of the executive board if persons entitled to cast fifty percent (50%) of the votes on that board are present at the beginning of the meeting.

(c) In the event business cannot be conducted at any meeting because a quorum is not present, that meeting may be adjourned to a later date by the affirmative vote of a majority of those present in person or by proxy. Notwithstanding any provision to the contrary in the declaration or the bylaws, the quorum requirement at the next meeting shall be one-half of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted. (1998-199, s. 1.)

§ 47F-3-110. Voting; proxies.

(a) If only one of the multiple owners of a lot is present at a meeting of the association, the owner who is present is entitled to cast all the votes allocated to that lot. If more than one of the multiple owners are present, the votes allocated to that lot may be cast only in accordance with the agreement of a majority in interest of the multiple owners, unless the declaration or bylaws expressly provide otherwise. Majority agreement is conclusively presumed if any one of the multiple owners casts the votes allocated to that lot without protest being made promptly to the person presiding over the meeting by any of the other owners of the lot.

(b) Votes allocated to a lot may be cast pursuant to a proxy duly executed by a lot owner. If a lot is owned by more than one person, each owner of the lot may vote or register protest to the casting of votes by the other owners of the lot through a duly executed proxy. A lot owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the association. A proxy is void if it is not dated. A proxy terminates 11 months after its date, unless it specifies a shorter term.

(c) If the declaration requires that votes on specified matters affecting the planned community be cast by lessees rather than lot owners of leased lots, (i) the provisions of subsections (a) and (b) of this section apply to lessees as if they were lot owners; (ii) lot owners who have leased their lots to other persons may not cast votes on those specified matters; and (iii) lessees are entitled to notice of meetings, access to records, and other rights respecting those matters as if they were lot owners. Lot owners shall also be given notice, in the manner provided in G.S. 47F-3-108, of all meetings at which lessees may be entitled to vote.

(f) Except as provided in subsection (h) of this section, the association, acting through the executive board, may foreclose a claim of lien in like manner as a mortgage or deed of trust on real estate under power of sale, as provided in Article 2A of Chapter 45 of the General Statutes, if the assessment remains unpaid for 90 days or more. The association shall not foreclose the claim of lien unless the executive board votes to commence the proceeding against the specific lot.

The following provisions and procedures shall be applicable to and complied with in every nonjudicial power of sale foreclosure of a claim of lien, and these provisions and procedures shall control to the extent they are inconsistent or in conflict with the provisions of Article 2A of Chapter 45 of the General Statutes:

- (1) The association shall be deemed to have a power of sale for purposes of enforcement of its claim of lien.
- (2) The terms "mortgagee" and "holder" as used in Article 2A of Chapter 45 of the General Statutes shall mean the association, except as provided otherwise in this Chapter.
- (3) The term "security instrument" as used in Article 2A of Chapter 45 of the General Statutes shall mean the claim of lien.
- (4) The term "trustee" as used in Article 2A of Chapter 45 of the General Statutes shall mean the person or entity appointed by the association under subdivision (6) of this subsection.
- (5) After the association has filed a claim of lien and prior to the commencement of a nonjudicial foreclosure, the association shall give to the lot owner notice of the association's intention to commence a nonjudicial foreclosure to enforce its claim of lien. The notice shall contain the information required in G.S. 45-21.16(c)(5a).
- (6) The association shall appoint a trustee to conduct the nonjudicial foreclosure proceeding and sale. The appointment of the trustee shall be included in the claim of lien or in a separate instrument filed with the clerk of court in the county in which the planned community is located as an exhibit to the notice of hearing. The association, at its option, may from time to time remove a trustee previously appointed and appoint a successor trustee by filing a Substitution of Trustee with the clerk of court in the foreclosure proceeding. Counsel for the association may be appointed by the association to serve as the trustee and may serve in that capacity as long as the lot owner does not contest the obligation to pay or the amount of any sums due the association, or the validity, enforcement, or foreclosure of the claim of lien, as provided in subdivision (12) of this subsection. Any trustee appointed pursuant to this subsection shall have the same fiduciary duties and obligations as a trustee in the foreclosure of a deed of trust.
- (7) If a valid debt, default, and notice to those entitled to receive notice under G.S. 45-21.16(b) are found to exist, then the clerk of court shall authorize the sale of the property described in the claim of lien by the trustee.
- (8) If, prior to the expiration of the upset bid period provided in G.S. 45-21.27, the lot owner satisfies the debt secured by the claim of lien and pays all expenses and costs incurred in filing and enforcing the association assessment lien, including, but not limited to, advertising costs, attorneys' fees, and the trustee's

foreclosure, as provided in Article 29A of Chapter 1 of the General Statutes. In addition, an association shall not levy, charge, or attempt to collect a service, collection, consulting, or administration fee from any lot owner unless the fee is expressly allowed in the declaration, and any claim of lien securing a debt consisting solely of these fees may only be enforced by judicial foreclosure, as provided in Article 29A of Chapter 1 of the General Statutes.

(i) The association, acting through its executive board and in the board's sole discretion, may agree to allow payment of an outstanding balance in installments. Neither the association nor the lot owner is obligated to offer or accept any proposed installment schedule. Reasonable administrative fees and costs for accepting and processing installments may be added to the outstanding balance and included in an installment payment schedule. Reasonable attorneys' fees may be added to the outstanding balance and included in an installment schedule after the lot owner has been given notice, as required in subsection (e) of this section. Attorneys' fees incurred in connection with any request that the association agrees to accept payment of all or any part of sums due in installments shall not be included or considered in the calculation of fees chargeable under subdivision (f)(12) of this section.

(j) Where the holder of a first mortgage or first deed of trust of record or other purchaser of a lot obtains title to the lot as a result of foreclosure of a first mortgage or first deed of trust, the purchaser and its heirs, successors, and assigns shall not be liable for the assessments against the lot which became due prior to the acquisition of title to the lot by the purchaser. The unpaid assessments shall be deemed to be common expenses collectible from all the lot owners, including the purchaser, its heirs, successors, and assigns. For purposes of this subsection, the term "acquisition of title" means and refers to the recording of a deed conveying title or the time at which the rights of the parties are fixed following the foreclosure of a mortgage or deed of trust, whichever occurs first. (1998-199, s. 1; 2005-422, s. 6; 2009-515, s. 1; 2011-362, s. 1; 2013-202, s. 3.)

§ 47F-3-116.1. Validation of certain nonjudicial foreclosure proceedings and sales.

All nonjudicial foreclosure proceedings commenced by an association before October 1, 2013, and all sales and transfers of real property as part of those proceedings pursuant to the provisions of this Chapter or provisions contained in the declaration of the planned community, are declared to be valid, unless an action to set aside the foreclosure is commenced on or before October 1, 2013, or within one year after the date of the sale, whichever occurs last. (2013-202, s. 4.)

§ 47F-3-117. Reserved for future codification purposes.

§ 47F-3-118. Association records.

(a) The association shall keep financial records sufficiently detailed to enable the association to comply with this Chapter. All financial and other records, including records of meetings of the association and executive board, shall be made reasonably available for examination by any lot owner and the lot owner's authorized agents as required in the

bylaws and Chapter 55A of the General Statutes. If the bylaws do not specify particular records to be maintained, the association shall keep accurate records of all cash receipts and expenditures and all assets and liabilities. In addition to any specific information that is required by the bylaws to be assembled and reported to the lot owners at specified times, the association shall make an annual income and expense statement and balance sheet available to all lot owners at no charge and within 75 days after the close of the fiscal year to which the information relates. Notwithstanding the bylaws, a more extensive compilation, review, or audit of the association's books and records for the current or immediately preceding fiscal year may be required by a vote of the majority of the executive board or by the affirmative vote of a majority of the lot owners present and voting in person or by proxy at any annual meeting or any special meeting duly called for that purpose.

(b) The association, upon written request, shall furnish to a lot owner or the lot owner's authorized agents a statement setting forth the amount of unpaid assessments and other charges against a lot. The statement shall be furnished within 10 business days after receipt of the request and is binding on the association, the executive board, and every lot owner. The association, its managers, or its agents may charge a reasonable fee for providing statements of unpaid assessments, not to exceed two hundred dollars (\$200.00) per statement or request, and an additional expedite fee in an amount not exceeding one hundred dollars (\$100.00) if the request for a statement is made within 48 hours of closing.

(c) In addition to the limitations of Article 8 of Chapter 55A of the General Statutes, no financial payments, including payments made in the form of goods and services, may be made to any officer or member of the association's executive board or to a business, business associate, or relative of an officer or member of the executive board, except as expressly provided for in the bylaws or in payments for services or expenses paid on behalf of the association which are approved in advance by the executive board. (1998-199, s. 1; 2005-422, s. 7; 2020-90, s. 4(d).)

§ 47F-3-119. Association as trustee.

With respect to a third person dealing with the association in the association's capacity as a trustee under G.S. 47F-2-118 following termination or G.S. 47F-3-113 for insurance proceeds, the existence of trust powers and their proper exercise by the association may be assumed without inquiry. A third person is not bound to inquire whether the association has power to act as trustee or is properly exercising trust powers, and a third person, without actual knowledge that the association is exceeding or improperly exercising its powers, is fully protected in dealing with the association as if it possessed and properly exercised the powers it purports to exercise. A third person is not bound to assure the proper application of trust assets paid or delivered to the association in its capacity as trustee. (1998-199, s. 1.)

§ 47F-3-120. Declaration limits on attorneys' fees.

Except as provided in G.S. 47F-3-116, in an action to enforce provisions of the articles of incorporation, the declaration, bylaws, or duly adopted rules or regulations, the court may award reasonable attorneys' fees to the prevailing party if recovery of attorneys' fees is allowed in the declaration. (1998-199, s. 1.)

Catspaw Voter List

Name	Mail Address				# of Votes
Aderhold, H Randolph & Anne G	PO Box 1105	Mt. Pleasant	SC	29465	2
Allgood, James G Jr	13230 Lazzaro Ct	Estero	FL	33928	1
Boland, Paul J & Diana L	14555 Indigo Lakes Cir	Naples	FL	34119	1
Cats Mountain Retreat SVCS LLC	208 Rebecca Cir	Swansea	SC	29160	3
Cyr, Myong C	2056 N. Corte Ranch Merlita	Tucson	AZ	85715	1
Dasher, William B Jr	308 E Breckinridge	Macon	GA	31210	1
Dillard, Mark A & Emalee E	212 Silvermill Ct	Columbia	SC	29210	1
Driggers, Charles P and Erica R	1500 Peru Rd	Umatilla	FL	32784	1
Farrish, James III	PO Box 1091	Highlands	NC	28741	1
Farrow, Glen M & Mary G Evans	509 Brighton Cir	Easley	SC	29642	1
Field, Paul K & Carol A	PO Box 44	Scaly Mountain	NC	28775	2
Garner, Gregory & Robert P	7195 Manasota Key Rd	Englewood	FL	34233	3
Harris, Donny C and Cheryl L	972 Ridge Rd	Lawrenceville	Ga	30043	2
Hastie, Mindy F	6800 Sorrel Ln	Cincinnati	OH	45243	1
Haugen, Willis G Jr & Jeanne N	7013 Stone Ct	Columbus	GA	31904	1
Henderson, Ross P and Susan	3124 Ortega Dr	Tallahassee	FL	32312	1
Holmes, Mark R and Lauren J, Trustees	1561 Belfast Ct	Apopka	FL	32712	2
Husband, Art	3417 Tequesta Dr	Hoover	AL	35226	1
Karimi, Isabel Etal & Sabsina	11649 61st St N	West Palm Beac	FL	33412	2
Katsiyannis, Antonis	1225 Carradine Rd	Seneca	SC	29678	1
Kee, William Given and Lee, Franklin Carver	64 Society St	Charleston	SC	29401	3
Lloyd, John T & Holly S	2018 Elmwood Cir	Snellville	GA	30078	1
Long, Sidney Page & Sullivan, William T	663 Walnut Gap Rd	Cullowhee	NC	28723	1
Lurie, Jack M & Kathi A	1264 Walnut Gap Rd	Cullowhee	NC	28723	2
Mahon, Mryna J	218 Clayson Dr	Cullowhee	NC	28723	1
Mcinerney, Joseph G III & Carloline Lewis	934 Scotland Drive	Mt Pleasant	SC	29464	1
Mercer, John	1054 Double Bridges Rd	Elberton	GA	30635	1
Meuldijk, Ronald & Robin	791 Windchime Way	Seneca	SC	29678	1

Monday, December 4, 2023

Exhibit C

Name	Mail Address				# of Votes
Mitchell Family Properties LLC	811 Ridgewood Ct	Opelika	AL	36801	1
Larry Moss LLC	1822 Norton Rd	Cashiers	NC	28717	1
Osburn, William O	1101 Hillcrest Pkw, Box 212	Dublin	GA	31021	1
Rosin, Bruno & Diane	106 Patrol Club Rd	Greenville	SC	29609	1
Stone, Thomas E	2512 Hollins Dr NW	Kennesaw	GA	30152	1
Sullivan, Stephen M IV	PO Box 1765	Conyers	GA	30012	1
Trufelli, Nicole A	5253 Center St	Jupiter	FL	33458	1
Wilkinson Properties LLC	3301 S Flagler Dr	West Palm Beac	FL	33405	1
Williams, Aline Z Heirs	307 E Oak Cir	Madison	MS	39110	2
Williamson, Alden & Olson, Bailey	4609 Stone Ridge Trl	Sarasota	FL	34232	2
Ziegler, Mary Ann	12443 92nd Way	Largo	FL	33773	2
Total Lots					54