

**BY-LAWS  
OF  
WATERFORD PLACE CONDOMINIUM ASSOCIATION OF BREVARD, INC.**

**ARTICLE I  
NAME and LOCATION**

Section 1. The name of this Association shall be **WATERFORD PLACE CONDOMINIUM ASSOCIATION OF BREVARD, INC.**

Section 2. Its principal office shall be located at:

Waterford Place Clubhouse  
10 Lakeview Court  
Brevard, North Carolina 28712

and its mailing address shall be:

Waterford Place Condominium Association of Brevard, Inc.  
Waterford Place Clubhouse  
10 Lakeview Court  
Brevard, North Carolina 28712

**ARTICLE II  
MEMBERSHIP**

The members of this Association shall be the Unit Owners of WATERFORD PLACE CONDOMINIUM ASSOCIATION OF BREVARD, Inc. and purchase of a Unit in said Condominium shall automatically make the Owner thereof a member upon recordation of the deed therefor.

## ARTICLE III

### MEMBERS MEETING

Section 1. The annual members meeting shall be held in the office of the Association at 10:00 o'clock A. M. on the first Saturday after July 4th of each year for the purpose of electing officers and transacting any other business authorized to be transacted by the members. If that day is a legal holiday, the meeting shall be held the same hour on the next day.

Section 2. Special members meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of the Association, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership. The principal officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer. These officers shall constitute the Board of the Association.

Section 3. Notice of all members meetings, stating the time and place and the objectives for which the meeting is called, shall be given by the President or Vice-President or Secretary unless waived in writing. Such notice shall be in writing to each member at their address as it appears on the books of the Association and shall be mailed or e-mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Association members shall keep the Secretary informed of their current e-mail address and/or any changes to that e-mail address. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

Section 4. A quorum at members meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, whether in person or by proxy, may adjourn the meeting for at least ten (10) days, and adequate notice of the new date shall be given as described in Section (3) of this Article.

Section 5. Voting shall be on a percentage basis and the percentage of the vote to which the Owner is entitled is the percentage assigned to the Unit or Units in Declaration of Unit Ownership.

Section 6. As used in these by-laws, the term "majority of Owners" shall mean those Owners holding 51 per cent of the votes in accordance with the percentage assigned in the Declaration of Unit Ownership.

Section 7. If a Unit is owned by one person their right to vote shall be established by the recorded title to their Unit. If a Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any Owner thereof.

Section 8. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting.

Section 9. The President, or, in their absence, the Vice-President, shall preside at all such meetings.

Section 10. The Secretary of the Association shall serve as Secretary of all such meetings and shall keep the minutes wherein the resolutions adopted and other items transacted at such meetings shall be recorded.

Section 11. The order of business at annual members meetings, and as far as practical at all other members meetings shall be:

- (a) election of Chairman of the meeting if necessitated by the absence of the President or Vice-President;
- (b) calling of the roll and certifying of proxies;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading and disposal of any unapproved minutes;
- (e) reports of officers;
- (f) reports of committees;
- (g) election of principal officers (if necessary);
- (h) unfinished business;
- (i) new business; and
- (j) adjournment.

#### **Article IV**

##### **POWERS AND DUTIES OF THE ASSOCIATION BOARD**

Section 1. All of the powers and duties of the Association existing under the Condominium Act, The Declaration, the Articles of Incorporation, and these By-Laws shall be exercised exclusively by the Board, its agents, contractors, or employees, subject only to approval by Unit Owners when such is specifically required. Compensation of employees of the Association shall be fixed by the officers. An officer may be an employee of the Association and a contract for management of the Condominium may be entered into with an officer.

Section 2. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or these by-laws directed to be exercised and done by the Unit Owners.

Section 3. In addition to the duties imposed by these by-laws or the resolutions of the Association, the Board shall be responsible for the following:

(a) maintenance, repair, care, upkeep and surveillance of the project and the common areas and facilities;

(b) collection of assessments from the Owners;

(c) designation and dismissal of the personnel necessary for the maintenance and operation of the project and the common areas and facilities.

(d) levy fines for any lack of compliance with Association Rules and Regulations;

(e) suspend a member's voting right if they are in default of any assessment or for the lack of compliance with any Rule or Regulation. In such case, the number of members required for a quorum shall be reduced to reflect the number of members entitled to vote after application of this section.

Section 4. The Board may employ for the Association a Management Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including but not limited to the duties listed in Section 3 of this Article.

Section 5. The Board may adopt, amend or rescind administrative rules and regulations governing the details of the operation and use of the common areas and facilities at any regular or special meeting called and held in accordance with the provisions of the By-Laws. Notice thereof shall be given to each Unit Owner within thirty (30) days of such adoption, amendment or rescinding in the manner provided for notice of members meetings in Section 3 of Article III of these by-laws.

Section 6. The Board shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

## ARTICLE V

### ASSOCIATION OFFICERS

Section 1. The principal officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer. These officers shall constitute the Board of the Association. The Board may appoint an Assistant Treasurer and an Assistant Secretary and such other positions as in their judgment may be necessary, who need not be officers.

Section 2. The officers of the Association shall be elected annually by the Association members at the annual meeting and shall hold office for one year or until their successors are elected and qualified.

Section 3. Upon an affirmative vote of a majority of the members of the Association, any officer may be removed, either with or without cause, and their successor elected at any regular meeting, or at any special meeting of called for such purpose.

Section 4. The President shall be the chief executive officer of the Association. They shall preside at all meetings of the Association. They shall have all of the general powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the Owners from time to time as they may in their discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. The Vice-President shall take the place of the President and perform those duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other member of to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon them by the Board.

Section 6. The Secretary shall keep the minutes of all meetings of said Board and the minutes of all meetings of the Association. They shall have charge of such books and papers as the Board may direct, and they shall, in general, perform all the duties incident to the office of Secretary, including maintaining a current list of association members with all current contact information. All records shall be kept in a safe and secure manner.

Section 7. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. They shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association, in such depositories as may from time to time be designated by the Board. These duties of the Treasurer may also be discharged by a management company designated and employed by the Association. In this case, the Board Treasurer will examine the records provided by the management company and regularly inform the Board and membership of the Association's financial status.

Section 8. No board member shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another member. The Association shall indemnify and defend all members of the board from and against any and all loss, cost, expense, damage, liability, action or cause of action arising from or relating to the performance by the Board except for gross negligence or willful misconduct.

## **ARTICLE VI**

### **OBLIGATION OF THE OWNERS**

Section 1. All Owners are obligated to pay in advance assessments imposed by the Association to meet all project and communal expenses, which in any event shall include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazards. Such assessments may also include monthly payments to the following reserve funds if levied by the Association:

(a) A reserve fund for the purpose of effecting replacements of structural elements and mechanical equipment of the Condominium, and for such other purposes as may from time to time appear to be necessary or appropriate.

(b) A general operating reserve for the purpose of providing a measure of financial stability during periods of special stress, which may be used to meet deficiencies from time to time as a result of delinquent payment of assessments by owners of Family Units in the Condominium and other contingencies.

Section 2. The obligations of the owners as to maintenance and repair are as follows:

(a) Every owner must perform promptly all maintenance and repair work within their own Unit, which if omitted would affect the project in its entirety or in a part belonging to other Owners, being expressly responsible for the damage and liabilities that the failure to do so may engender.

(b) All the repairs of internal installations of the Unit such as water, light, gas, power, sewage, heating units, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the Owner's expense.

(c) An owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common area and facility damaged through their fault.

Section 3. All Units shall be utilized for residential purposes only.

Section 4. An Owner shall not make structural modifications or alterations within their Unit without previously notifying the Association in writing, through the Management Agent, if any, or through the President of the Board if no Management Agent is employed. The Association shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 5. An owner shall not place or cause to be placed in the lobbies, vestibules, stairways and other project areas and facilities of a similar nature which are common areas or limited common areas and facilities, any furniture, packages, or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them, or other normal use.

Section 6. All Family Units shall be subject to the following rights of entry:

(a) An Owner shall grant the right of entry to the Management Agent or to any other person authorized by the Board of the Association in case of any emergency originating in or threatening their Unit, whether the owner is present at the time or not.

(b) An Owner shall permit other Owners, or their representatives, when so required, to enter their Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided, that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

Section 7. All Unit Owners shall pay Waterford Place Property Owners Association (WPPOA) dues and comply with any and all rules and regulations regarding common property.

## **ARTICLE VII**

### **BUDGET**

Section 1. The Board shall adopt a budget for each calendar year which shall include the estimated funds required to defray common expenses and to provide funds for the accounts listed in Article VI of these by-laws. The budget shall take into account the following items:

(a) "Current expense," the amount for which shall not exceed 110 per cent of the budget for this account for the prior year.

(b) "Reserved for deferred maintenance," the amount for which shall not exceed 110 per cent of the budget for this account for the prior year.

(c) "Operations," the amount of which may be to provide a working fund or to meet losses.

(d) "Additional improvements," the amount for which shall be approved by vote of at least 75 per cent of the Unit Owners.

The amount for each budgeted item may be increased over the foregoing limitations when approved by Unit Owners entitled to cast not less than 75 per cent of the votes of the entire membership of the Association. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1st preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

## **ARTICLE VIII**

### **ASSESSMENTS**

Section 1. The Unit Owners are bound to contribute prorata, in the percentages computed according to Section 47A-6 of the General Statutes of North Carolina, and as set forth in Article 6 of the Declaration, toward the expenses of administration and of maintenance and repairs of the general common areas and facilities, of the building and toward any other expense lawfully agreed upon. No Unit Owner may exempt themselves from contributing toward such expense by waiver of the use or enjoyment of the common areas or limited common areas and facilities or by abandonment of the Unit belonging to them.

Section 2. Assessments against the Unit Owners for their shares of the items of the budget shall be made on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in four equal payments on the first day of January, April, July and October of the year for which the assessments are made. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board if the items of the amended budget do not exceed the limitations thereon for that year. Any item which does exceed such limitation shall be subject to the approval of the membership of the Association as provided in Article VII of these by-laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment.

Section 3. If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessment upon notice thereof to the Unit Owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the Unit Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

Section 4. Assessments for common expenses or emergencies which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need therefor to the Unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the Unit Owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days notice thereof in such manner as the Board may require.

Section 5. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by means authorized by the Board.

Section 6. Assessments made pursuant to the provisions of this Article shall become a lien upon the individual Units and be collectable as provided by Chapter 47A of the General Statutes of North Carolina, which is incorporated herein by reference.

Section 7. All present or future Owners, tenants, future tenants, or their employees, or any other person who might use the facilities of WATERFORD PLACE CONDOMINIUM ASSOCIATION OF BREVARD, INC. in any manner, are subject to the regulations set forth in these by-laws and to rules and regulations adopted pursuant hereto.

Section 8. The mere acquisition of any of the Family Units of the said Condominium, or the mere act of occupancy of any of said Units shall signify that these by-laws and the provisions of rules and regulations adopted pursuant hereto are accepted, ratified and will be complied with.

Section 9. Every resident of the project shall observe as rules of conduct, the rules and regulations which are attached hereto and incorporated herein by reference. Every resident or guest shall also comply with WPPOA rules and regulations regarding common areas such as the pool, clubhouse, parking and land. Either the Board or the Owners, at a regular meeting or duly called special meeting, may modify, alter, amend, add to or revoke said rules and regulations in whole or in part.



**ARTICLE IX**

**CONVEYANCES**

The sale or leasing of Units in the Condominium shall be subject to the following provisions:

A Unit Owner making a sale or lease of their Unit or any interest therein shall give to the Association notice of such sale or lease, together with the name and address of the purchaser or lessee, and such other information concerning the intended purchaser or lessee as the Association may reasonably require. A Unit Owner who has obtained his title by gift, devise or inheritance shall give to the Association notice of the acquiring of said title, together with such personal information as the Association may reasonably require, and a certified copy of the instrument evidencing said title.

**ARTICLE X**

**AMENDMENTS TO PLAN OF UNIT OWNERSHIP**

Section.1. These by-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by the owners representing a majority of all Units in the project. All Unit Owners shall be bound to abide by any amendment upon the same being passed and duly set forth in an amended Declaration of Unit Ownership, duly recorded.

Section 2. No future amendment to the by-laws of this Association shall be retroactive to the extent that any mortgage or deed of trust executed on any Unit shall be in any way affected thereby unless the lending institution, or the holder of the note secured by said mortgage or deed of trust, agrees in writing to the terms of such amendment.

**ARTICLE XI**

**AGENT FOR SERVICE OF PROCESS**

The Board shall at all times maintain a duly appointed process agent within Transylvania County, North Carolina, as required by G. S. 47A-26. The Board by majority action may at any time revoke the appointment of any such agent, and appoint a successor, by an instrument duly recorded in the office of the Register of Deeds for Transylvania County.

ARTICLE XII

COMPLIANCE

These by-laws are set forth to comply with the requirements of Chapter 47A of the General Statutes of North Carolina. In case any of these by-laws conflict with the provisions of said chapter, it is hereby agreed and accepted that the provisions of the Chapter will apply.

ARTICLE XIII

TITLE TO REAL ESTATE ACQUIRED BY THE ASSOCIATION

In the event the Association shall purchase or otherwise acquire the legal title to any Family Unit, such title shall be vested in the Association as Trustee for each of the remaining owners in the percentages established in the Declaration of Unit Ownership.

The foregoing were adopted as the By-laws of Waterford Place Condominium Association of Brevard, Inc. on the 1st day of October, 2021.

By: Shaun L. Anderson  
President

Attest: Anastasia Parker

State of NC County of Transylvania  
The foregoing instrument was acknowledged before me  
this 20 day of October, 2021.  
by Anastasia Parker  
Anastasia Parker Notary Public  
06/21/2020

Anastasia Parker  
Notary Public  
Transylvania County, NC