

**GREENBRIER PROPERTY OWNERS ASSOCIATION, INC.**  
**BYLAWS**

[AS AMENDED July 13, 2016. Replaces AMENDED version of DECEMBER 2, 1997]

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**BYLAWS  
OF  
GREENBRIER PROPERTY OWNERS ASSOCIATION, INC.**

[AS AMENDED July 13, 2016. Replaces AMENDED version of DECEMBER 2, 1997]

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is Greenbrier Property Owners Association, Inc. (hereinafter "Association"). The principal office of the corporation shall be located at New Bern, North Carolina, but meetings of members and Directors may be held at such places within the County of Craven and State of North Carolina, as may be designated by the Board of Directors.

**ARTICLE II  
PURPOSE**

The Association shall be the legally constituted corporation to assume all of the rights, duties, and deeds of ownership of Weyerhaeuser Real Estate Company that the company shall convey to the Association.

Responsibilities and obligations of the Association shall include the following:

1. Preservation of the planned character, quality of life, natural setting and forested appearance of the community consistent with appropriate covenants, conditions and restrictions;
2. Promotion of harmony, safety and well being among all residents and property owners in Greenbrier;
3. Management and oversight of all common areas assigned, limited to maintenance, repair and replacement;
4. Assurance of covenant compliance by monitoring, mediating and correcting violations as established in different sections of the community assigned to the Association;
5. Protection of property values through application of present standards of home ownership to subsequent building and remaining lots under the jurisdiction of the Association and through safeguarding buffer zones bordering the community;
6. Administration of policies and practices in effect, but not included fully or formally in the covenants, regarding architectural control (review, approval, site inspection), construction operations (damage, repair, debris removal, property surveys and permits), and site preparation (lot staking, tree removal and marking, grading for proper drainage, wetlands handling), or any other building

- activity on present and future homes or lots in those sections of the community assigned to the Association;
7. Representation of the membership before local and state governments, agencies, public and legal proceedings, and with other organizations on matters of community concern (e.g. zoning, legislation, taxation, traffic improvements, charitable and civic projects);
  8. Coordination of sponsored social activities, beautification programs of the common areas, and special projects or events of the community;
  9. Dissemination of factual information of a non-partisan nature on matters of common interest to the membership and property owners in Greenbrier;
  10. Encouragement of participation by all members in the affairs of the Association through committee opportunities, bulletins, questionnaires, and attendance at Association meetings; and
  11. Cooperation with other Homeowners Associations in Greenbrier through regular communication with their officers and Boards of Directors and by approved joint activities as may be desirable and necessary.

### **ARTICLE III** **DEFINITIONS**

Section 1. "The Association" shall mean and refer to Greenbrier Property Owners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

Section 2. "Board" shall mean that group of persons elected or appointed to the Board of Directors of the Association.

Section 3. "Greenbrier" shall mean and refer to that certain real property assigned to the Association subject to all restrictive covenants governing all phases of the Greenbrier development, New Bern, Craven County, North Carolina.

Section 4. "Bylaws" shall mean the Bylaws of Greenbrier Property Owners Association, Inc. as they now or hereafter exist.

Section 5. "Common Area" shall mean and refer to all real property within or adjacent to Greenbrier owned or managed by the Association for the common use, benefit, and enjoyment of all residents. A listing of Common Areas is included in the Book of Resolutions.

Section 6. "Site" shall mean any plot of land, regardless of size, shown on a recorded subdivision map of Greenbrier.

Section 7. "Dwelling Unit" shall mean a residence containing at least two bedrooms, a kitchen, living area, bath facilities and garage. Emerald Point is the only area that may have units attached with common walls.

Section 8. "Member" shall mean and refer to a person or entity who has joined the Association as provided in the Articles of Incorporation. Membership is voluntary with no requirement for continuing membership by the current owner or any future owner, i.e. title to any site within Greenbrier will not be encumbered with membership requirements beyond that specifically included in the original purchase agreement. Membership will continue to be voluntary until a two-thirds (2/3) majority of the members vote at an annual or special meeting to change the rules and Bylaws. If there is a change to permanent membership (i.e. to run with the site thereafter) a grace period shall be specified to allow members who disagree to opt out of the Association by written request to the Board. A member shall be in good standing unless found to be in default of dues or non-compliance with covenants.

Section 9. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Dwelling Unit or Site that is a part of Greenbrier, including contract sellers, but excluding those who have such interest merely as security for the performance of an obligation.

Section 10. Book of Resolutions shall mean and refer to the document containing detailed information such as, rules and regulations, policies, interpretation of items included in the Bylaws and Articles of Incorporation as adopted by the Board and/or the members and any other business matters of significance

Section 11. "Dues" are a share of an approved budget paid by each member annually. Dues may be adjusted for owners who move to Greenbrier after the beginning of the year.

## **ARTICLE IV**

### **MEETINGS OF MEMBERS**

Section 1 - Annual Meetings. A regular annual meeting of the members shall be held each year during December at a time, date, and place fixed by the Board.

Section .2 - Special Meetings. Special Meetings of the members may be called by the President and/or by the Board. Any member may request the Board to consider calling a meeting. Only the specific items(s) indicated in the meeting notice may be acted upon at the meeting.

Section 3 - Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice at least ten (10) days before such meeting to each member entitled to vote. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4 - Quorum. The presence at the meeting of members eligible to vote or those authorized proxies amounting to one-fourth (1/4) of the eligible voting members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote shall have the power to adjourn the meeting. In such case, the Board of Directors shall set a new date and send out a new notice within one week's time indicating the new date.

Section 5 - Voting. One (1) vote per dwelling unit or Site may be cast by an owner who is a member in good standing at all meetings of members. The vote may be made in person or by written proxy pursuant to Section 55A-7-08 of the North Carolina General Statutes. All proxies shall be in writing for a specific meeting only and filed with the Secretary before the meeting. Every proxy shall be revocable and shall automatically cease upon the delivery of such revocation to the Secretary by any member of his or her dwelling unit or site.

## **ARTICLE V**

### **BOARD OF DIRECTORS – SELECTION, TERM OF OFFICE**

Section 1 - Number. The Board shall normally consist of at least seven (7) Association members in good standing. If necessary, the Board may opt, by majority vote of existing Directors, to operate with as few as five (5) Directors. Any increase in the number of Directors must be approved at a member meeting by a majority vote of the members attending.

Section 2 - Term of Office. Subject to the provisions of Article V, Section 1 of these Bylaws, the members shall elect the number of Directors allowed herein. The term of office for Directors elected in the future shall be for two (2) years, unless filling an unexpired term. A term shall begin when election results are final and shall continue until a successor is elected and qualified. No Director shall serve consecutive full terms, but shall be eligible to serve again after one year off the Board. However, a Director having served one year of an unexpired term shall be eligible for nomination for election to an additional two-year term.

Section 3 - Replacement of Directors. Any Director may be removed from the Board, with cause following a proper hearing and by a majority vote of the members who vote on the issue. The Board may, by majority vote, deal with vacant positions on the Board by:

- 1) selecting a member in good standing to serve until the next annual meeting of members at which time the vacated office shall be filled by election of a candidate for the remainder of the unexpired term, or;
- 2) leaving the office vacant until the next annual meeting of members, at which time the vacated position shall be filled by election of a candidate for the remainder of the unexpired term, or;
- 3) calling a special meeting of members to elect a replacement to serve the remainder of the unexpired term.

Section 4 - Compensation. No Director shall receive compensation for any service he may render to the Association; however, any Director may be reimbursed for reasonable expenses incurred in the performance of his or her duties.

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

## **ARTICLE VI**

### **NOMINATION AND ELECTION OF DIRECTORS**

#### Section 1 - Nomination and Election of Directors.

- (a) Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. No Nominating Committee member shall serve consecutive terms, but shall be eligible to serve again after one year off the Committee. The Nominating Committee shall make at least as many, and preferably one or two more nominations as the number of vacancies that are to be filled. Candidates shall only be selected from among members in good standing who are agreeable to serving, if elected.
- (b) Election to the Board shall be by secret written ballot. For such an election, the members may cast or authorize their proxies to be cast, regarding each vacancy, as many votes as they are entitled under the provisions of the Articles of Incorporation and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting, i.e., casting more than one vote for a candidate in lieu of voting for another, is not permitted. In the case of a tie vote, the existing Board may, by majority vote, cast the tie-breaking vote.
- (c) The term for newly elected Board members begins the January 1<sup>st</sup> after the election.

## **ARTICLE VII**

### **MEETINGS OF DIRECTORS**

Section 1 - Regular Meetings. Regular meetings of the Board shall be held at least quarterly with notice at such place and hour as may be fixed by resolution of a majority of the Board. Should any meeting fall upon a legal holiday, then that meeting shall be held at the same time of the next week.

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

Section 3 - Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision by a majority of the Directors present at a duly held meeting shall be regarded as an act of the Board.

Section 4 - Waiver of Notice. Any Director may waive notice of a special meeting before or after the meeting; any such waiver shall be deemed equivalent to the giving of notice.

## **ARTICLE VIII**

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

Section 1 - Powers. The Board shall have power to:

- (a) formulate, publish and gain compliance with rules and regulations concerning use and enjoyment, of the assigned Greenbrier Property Owners Association Common Areas. Such rules and regulations, along with all policy resolutions and policy action taken by the Board shall be recorded in the Book of Resolutions, which shall be maintained in a place reasonably convenient to the Owners and available to them for inspection during normal business hours.
- (b) suspend the voting rights of a member or any person to whom he or she has delegated his or her right if such Member shall be in default in the payment of any dues or assessment approved by the membership or in persistent violation of a covenant. Such voting rights may be suspended after notice, mediation hearing, and failure to correct the situation within fourteen (14) days therefrom, for as long as the non-conforming member remains in default or non-compliance according to published rules and regulations;
- (c) exercise for the Association all powers, duties, authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Restrictive Covenants;
- (d) declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular or special meetings of the Board without consent of the President;
- (e) manage the business affairs of the Association and be authorized to expend available funds up to the amount included in the approved budget in exercising their duties. In the event there are insufficient funds due to a shortfall in anticipated income or incurring expenses beyond the amount budgeted, the Board shall seek authorization from the members at a special meeting, to make such expenditures and to levy a special assessment to cover the needed funds.
- (f) contract with any person or entity to maintain the Common Areas not already covered in other agreements. Actions of the Directors shall be binding upon the Association in such undertakings and contracts that are within the scope of the powers and duties of the Board of Directors of the Association in accordance with the Restrictive Covenants, Articles of Incorporation, or these Bylaws;
- (g) procure adequate insurance, including hazard insurance on the Common Areas and facilities, Directors liability insurance, and such other insurance it shall deem necessary and appropriate; and include the cost of such insurance in the annual assessment of the members;

- (h) employ attorneys and other professional consultants to represent the Association when considered necessary by the Board in the performance of their duties;
- (i) ensure compliance with any and all rights conveyed to it by Weyerhaeuser Real Estate Company of any and all restrictive covenants governing all assigned phases of Greenbrier;
- (j) establish a process for mediation of any violation of the Covenants or published rules and regulations related hereto, in which investigation, formal notification, hearing and correction period must be included;
- (k) discuss and present to the Association for approval, the acceptance of benefits, and taking action as may become possible for the Association in relation to deeds, covenants and restrictions, and contractual obligations relating to the Emerald Golf Club, to the extent such rights are expressly conferred upon the Association, or to the extent that the Association is a third party beneficiary thereof.

The Board also shall:

- (a) refrain from levying any assessment or undertaking any capital improvements unless specifically approved by a two-thirds (2/3) majority of the membership;
- (b) prohibit the use of bulletins, notices, projects, and meetings of the Association for partisan political purposes.

Section 2 - Duties. It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting, or at any special meeting when such statement is requested in writing by one fourth (1/4) of the Members who are entitled to vote;
- (b) supervise all officers and agents of and contractors for the Association, and see that their duties are properly performed;
- (c) develop the next year's proposed budget in accordance with the following schedule:
  - (1) The Finance Committee shall start preparing the following year's proposed budget no later than September.
  - (2) The Board shall consider the Finance Committee's recommendations and adopt the next year's proposed budget and proposed dues for distribution to the general membership at least ten (10) days before the annual Association meeting.
  - (3) The proposed budget shall be presented to the membership for approval at the annual Association meeting.
- (d) as more fully provided in the Articles of Incorporation and Article VIII, section (e) of the Bylaws, to call, if necessary, a special meeting of the members to propose a special assessment for approval by the members:



- (1) send written notice of the meeting and the proposed special assessment to every member at least 10 days prior to the meeting.
  - (2) after approval at the meeting, notify the total membership of the special assessment.
- (e) cause the Common Areas to be maintained;
  - (f) designate depositories for the Association funds and execute required depository documents;
  - (g) appoint such committees as are provided for in these Bylaws, and such other committees as shall be appropriate or necessary for the proper administration and performance of the Association and Greenbrier;
  - (h) exercise its powers in good faith and do and perform such other matters and things not expressly prohibited by law, the Articles of Incorporation, or these Bylaws as are necessary and appropriate to the proper administration, operation and maintenance of the Association and Greenbrier;

Section 3 - Insurance. The Board of Directors shall procure and maintain insurance covering the Association, its Directors, Officers, agents and property owned by the Association. The policies shall protect against losses or damages due to negligence, public liability claims, and normal property risks as follows:

- (a) A policy of property insurance in an amount equal to the full replacement value (i.e., 100% of current "replacement" cost) on any facilities owned and maintained by the Association with an Agreed Amount Endorsement or its equivalent, if available, or an Inflation Guard Endorsement. Such insurance policy must protect against loss or damage by fire, storm, and other hazards covered by the standard extended coverage endorsement, including debris removal, cost of demolition, vandalism, malicious mischief, and water damage, if available.
- (b) A comprehensive policy of public liability insurance covering the Association in an amount not less than \$ 1 million for claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against liability for property of others.
- (c) Because the Association shall manage its own affairs and receive and disburse the Association's funds, the Board shall secure a fidelity bond providing coverage against dishonest acts by the Association's Officers who are responsible for handling funds of the Association.

Any such fidelity bonds shall name the Association as an obligee, shall be written in an amount equal to at least 150% of the estimated annual operating expenses of the Association, including reserves, shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Association.

## **ARTICLE IX**

## **OFFICERS AND THEIR DUTIES**

Section 1 - Enumeration of Officers. The officers of the Association shall be a President, a Vice-President, a Secretary, an Assistant Secretary, a Treasurer and an Assistant Treasurer, and such other Officers as the Board may from time to time by resolution create. All Officers shall be members of the Board of Directors.

Section 2 - Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors after the annual meeting of the Association.

Section 3 - Term. The Officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

Section 5 Resignation and Removal. Any Officer may be removed from office with cause by the Board after appropriate hearing. Any Officer may resign at any time upon giving written notice to the Board the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6 - Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

Section 7 - Multiple Offices. No person shall simultaneously hold more than one office except in the case of special offices created pursuant to Section 4 of this Article.

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

### President

The President shall preside at all meetings of the Board of Directors and the annual meeting and all special meetings of the membership; shall see that orders and regulations of the Board are carried out; shall sign all contracts, deeds and other written instruments; and shall co-sign all checks and promissory notes.

### Vice-President

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

### Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the Members, and keep appropriate current records showing the Members of the Association together with their, addresses.

### Assistant Secretary

The Assistant Secretary shall assist the Secretary as required and act in the place and the stead of the Secretary as needed.

### Treasurer

The Treasurer shall deposit or cause to be deposited in appropriate bank accounts all moneys received by the Association; keep proper books and prepare financial statements; reconcile bank accounts; and make short term investments of available funds in accordance with Board approved Policies. The Treasurer shall also present an interim financial report covering at least the first ten months of the current fiscal year to the Members at their regular annual meeting. In the absence of the Assistant Treasurer, the Treasurer shall also co-sign checks and promissory notes of the Association.

### Assistant Treasurer

The Assistant Treasurer shall normally maintain the bank account checkbook(s); disburse funds as directed by the Board; co-sign all checks and promissory notes; review all bank account reconciliations and investment records. The Assistant Treasurer shall also assist and act in the place of the Treasurer as needed.

## **ARTICLE X COMMITTEES**

The Board shall appoint an Architectural and Covenant Committee, a Membership Committee, a Maintenance Committee, a Finance Committee, a Civic Committee, a Nominating Committee, a Communications Committee, a Bylaws Committee, and such other committees as deemed appropriate in carrying out its purpose.

## **ARTICLE XI BOOKS AND RECORDS**

The books, records, and papers of the Greenbrier Property Owners Association shall, at all times during reasonable business hours, be subject to inspection by any member. Accurate records of all resolutions, rules and regulations shall be made and maintained and those records, together with the Articles of Incorporation and the Bylaws of the Association, shall be available for inspection by any Member or party having business with the Association.

## **ARTICLE XII**

## **CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: Greenbrier Property Owners Association, Inc. or modifications thereto as circumstances may require.

## **ARTICLE XIII** **AMENDMENTS**

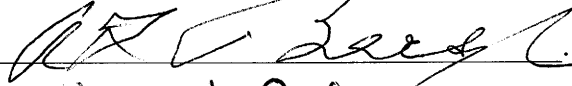
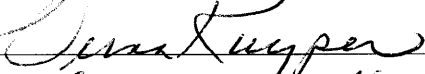
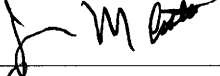
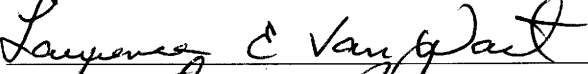
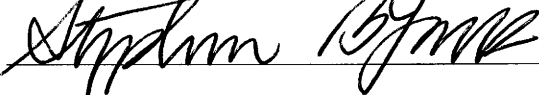
Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of two-thirds (2/3) majority of the membership voting in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Restrictive Covenants and these Bylaws, the Restrictive covenants shall control. For Members who also belong to sectional homeowner organizations, their local covenants and bylaws shall prevail in the event of conflicting rules and regulations.

**ARTICLE XIV**  
**MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year.

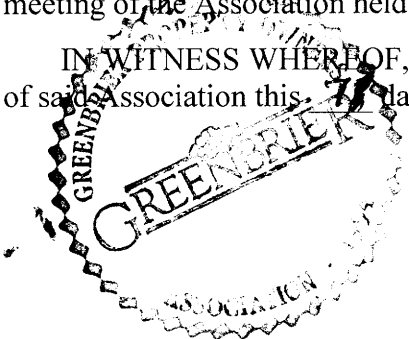
IN WITNESS WHEREOF, we, being all of the Directors of the Association have hereunto set our hands and seals this 7 day of NOVEMBER, 2016.

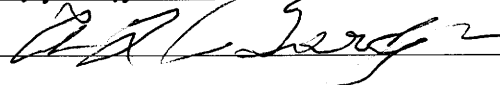
  
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Susan Kupper  
Carol C. Hill  
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J. M. [unclear]  
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Lawrence C. Van Gaud  
  
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Stephen [unclear]

**CERTIFICATION**

The undersigned, the duly elected and qualified Secretary of the Greenbrier Property Owners Association, Inc., a North Carolina corporation, does hereby certify that the foregoing Bylaws constitute the Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 7<sup>th</sup> day of November 2016, with amendments approved by majority vote of members of said Association at the annual meeting of the Association held on the 2<sup>nd</sup> day of December, 1997 and at a mid-year meeting of the Association held on the 13<sup>th</sup> day of July, 2016.

IN WITNESS WHEREOF, I have hereunto subscribed my name and the affixed seal of said Association this 7<sup>th</sup> day of NOVEMBER, 2016



  
.....

Secretary,  
GREENBRIER PROPERTY OWNERS ASSOCIATION.