

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Jonathan's Landing Homeowners Association, its successors and assigns.

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

Section 3. "Property" or "Properties" shall mean and refer to that certain real property hereinafter described in attached Schedule "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. Title to Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey the Common Areas to the Association, free and clear of all liens and encumbrances, at the time or prior to the conveyance of the first Lot and subsequently as additional Common Area becomes available for conveyance, including, but not limited to, community docks, recreational easements, drainage easements and easements to governmental authorities, upon the condition that such area as shall be designated Common Areas shall be for the sole and exclusive use and benefit of the members. Such area shall be maintained in conformity with the requirements of this Declaration, Bylaws and Articles of Incorporations of the Association, at the sole expense of the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area listed as a part thereto of Jonathan's Landing Subdivision.

Section 6. "Declarant" shall mean and refer to Monument Development – 11, LC, its successors and assigns.

Section 7. "Board of Directors" means those persons elected or appointed and acting collectively as the Directors of the Association.

Section 8. "Bylaws" means the bylaws of the Association as they now or hereafter exist.

Section 9. "Common Expenses" shall mean and include:

- (a). All sums lawfully assessed by the Association against its members;
- (b). Expenses for maintenance of the homes as provided in this Declaration;
- (c). Expenses of administration, maintenance, repair or replacement of the Common Areas;
- (d). Hazard, liability or other such insurance premiums as the Declaration or Bylaws may require the Association to purchase;
- (e). Other expenses agreed by the members to be common expenses of the Association.

Section 10. "Member" shall mean and refer to every person who is a member of the Association.

Section 11. "Person" shall mean and refer to any individual, Corporation, Partnership, Association, Trustee or other legal entity.

Section 12. "Home" shall mean and refer to a dwelling or place of residence constructed upon a Lot within the property.

Section 13. "Common Area" shall mean and refer to any land owned by the Association or any land to which the Association has easement rights, whether exclusive or non-exclusive, within the boundaries of the Property. Such areas shall include but not be limited to areas of recreational easements, signage easements, storm drainage easements, utility easements, ingress/egress easements, and community docks.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a). The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b). The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (c). The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.
- (d). The right of the Association to formulate, publish and enforce rules and regulations as hereinafter set forth.
- (e). The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and facilities, upon consent of at least two-thirds (2/3) of the Lot owners.
- (f). All easements and parking rights hereinafter defined.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the bylaws, his right of enjoyment to the Common Area and facilities to the members of his family or his tenants who reside on the Property.

Section 3. Parking Rights All owners of Lots upon which are constructed detached homes shall have gravel or paved driveways entering and exiting on streets with not less than two parking spaces on the Lot. In the event that said detached homes have common driveways, each Owner shall be entitled to an easement across the adjoining Lot upon which the common driveway is constructed for the purpose of ingress, egress and regress only.

Section 4. Antennas and Cable Television The Association shall regulate or prohibit the erection of antennas on individual Lots. Satellite dishes may be erected in inconspicuous areas on the home or Lot. Such dishes shall have a diameter not more than twenty-four (24) inches. Cable television and ancillary communications services may be provided and installed by the local cable franchisee or other qualified utility company or franchisee.

Section 5. Recreational Easement Area The recreational area designated at the end of Lakeside Terrace, which is part of Lot 16, shall have a blanket easement for the use and enjoyment of the residents of the Property and their guests subject to any rules or regulations that may be adopted by the Association pursuant to this Declaration and the bylaws of the Association.

Section 6. Boat Docks Certain multiple slip community docks shall be owned and maintained by the Association. Each slip in said community docks shall be reserved for the exclusive use of the owner of a specific Lot by the Declarant subject to any rules or regulations that may be adopted by the Association pursuant to this Declaration and the bylaws of the Association. Certain single owner docks shall be owned, maintained, and be for the exclusive use of the owners of Lots within the Association. The existing location or future location of single owner docks and community docks has been or shall be designated by the Declarant and use rights for these docks has been or shall be outlined by the Declarant at the initial conveyance of each Lot. These dock use rights shall not be conveyed separately from the Lot to which they are attributed and shall be subject to any rules or regulations that may be adopted by the Association pursuant to this Declaration and the bylaws. The Association shall assess a fee for the maintenance of any slip within a community dock to the Lot owner who benefits from the slip privilege. Maintenance of single owner docks shall be the responsibility of the owner of the Lot benefited by the dock subject to any rules or regulations that may be adopted by the Association pursuant to this Declaration and the bylaws. Neither the Association, any resident, or Owner within the Association shall be permitted to apply for additional docks in conjunction with the Property or their Lot. Neither the Association, any Owner, nor a resident shall be permitted to grant any other person or entity an access easement through the Property for the purpose of constructing a dock or use of Kerr Lake. The Declarant at its' discretion and in conjunction with the annexation of additional land or lots to the Association shall be permitted to add slips or community docks to the Association subject to any rules or regulations pursuant to this Declaration and the bylaws as well as the regulations of other entities of standing including, but not limited to, the U.S. Army Corps of Engineers and Granville County.

Section 7. Landscape Buffer and Notice of Declaration of Understanding The Association shall maintain a landscape buffer along the Common Area property line of the recreational easement area of lot 16 and the adjacent property (now or formerly owned by Browell). This landscape buffer shall be maintained with American Holly trees or American Holly shrubs, spaced between 10 and 15 feet apart, in perpetuity unless the adjacent property is annexed into the Association or the Declarant and the adjacent property Owner agree to abandon the landscape buffer subject to any rules or regulations that may be adopted by the Association pursuant to this Declaration and the bylaws. Conditions for this landscape buffer, along with other rights and obligations affecting the Property has been recorded among the land records of Granville County at deed book 1092, page 0172.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership Every owner of a Lot, which is subject to assessment, but excluding persons who hold an interest merely as security for the performance of any obligations, shall be a member of the Association, and shall be entitled to vote. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

Section 2. Classes of Membership The Association shall have two (2) classes of voting membership:

- Class A Class "A" Members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.
- Class B The Class "B" members(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
- a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
 - b. January 1, 2020.

ARTICLE IV COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments The Owner of each Lot by the acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges, and
2. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment is due. The personal obligation for delinquent assessments shall pass to his successors in title unless otherwise waived by the Association.

Section 2. Purpose of Assessments The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, the enforcement of these covenants and rules of the Association and the provision of services and facilities for purposes of and related to the Common Area.

Section 3. Annual Assessment The Annual Assessment shall be determined by a vote of two-thirds (2/3) of the Board of Directors.

Section 4. Special Assessments for Capital Improvements In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Board of Directors.

Section 5. Uniform Rate of Assessment Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or other such basis as determined by the Association. However, if sub-classes of membership are created by the Board of Directors, such assessments shall be fixed at uniform rates for all Lots within any sub-class. Assessments may differ between areas having different sub-classes of membership. Assessments with respect to a sub-class of membership shall be determined by the cost to the Association, experienced or reasonably anticipated, of carrying out the purposes of assessments. However, the assessment for Lots owned by the Declarant or its immediate grantee, for which a Certificate of Occupancy has not been issued by the appropriate government authority, may be a lesser amount as fixed by the Board of Directors of the Association, but shall not be less than fifteen (15%) per cent of the regular assessments for such Lots.

Section 6. Date of Commencement of Annual Assessments The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The date or dates on which assessments are due and payable shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the Association stating whether the assessments on a specific Lot have been paid. The properly executed certificate of the Association as to the state of assessment on a Lot is binding upon the Association as of date of its issuance.

Section 7. Effect of Nonpayment of Assessments (Remedies of the Association) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of prime plus one and one half (1 ½ %) percent per annum, unless the association adopts a late fee for each payment that is not received within thirty (30) days after the due date in lieu of said interest. The Association may bring an action at law against the Owner personally obligated to pay the same, lien, and/or foreclose a lien against the Lot. No Owner may waive or otherwise escape liability of the assessments provided.

Section 8. Subordination of the lien to Mortgages The lien of the assessments provided for herein shall be subordinated to a lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessments lien. However, the sale or transfer of a Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien upon such sale or transfer. However, no such sale or transfer shall relieve such Lot from liability for any lien for assessments thereafter becoming due.

ARTICLE V EXTERIOR MAINTENANCE

Section 1. Maintenance and Repair of Lots In addition to maintenance of the Common Area, and any private streets, parking areas and utility lines, the Association may provide (upon notice to the Owner) exterior maintenance upon each Lot which would be subject to an additional assessment hereunder as follows: care for trees, grass, shrubs, fences, accessory buildings, driveways, utility lines, and paths.

Section 2. Maintenance and Repair of Structures All Owners shall be responsible for maintaining and repairing subject to this Declaration, at their own expense, the exterior walls, roof, foundation and/or other structure of the home. If, in the opinion of Association, any such Owner fails to maintain or repair the exterior walls, roof, foundation and/or structure, the Association shall provide for such maintenance or repair and the cost of the assessment to which his Lot is subject shall be adjusted accordingly.

Section 3. Assessment for Maintenance and Repair In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful negligent acts of its Owner and his/her family, tenants, contract purchasers, guests or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, or smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage Insurance Policies, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Architectural Committee An Architectural Committee composed of three (3) or more representatives appointed by the Board may be created by the Board for the review of the proposed construction of buildings, fences, walls, and other structures and items that require a permit from Granville County, the State of North Carolina, The Army Corps of Engineers, or other such governing entities. The review of the construction, reconstruction, or improvement to other structures or other items that do not require such governmental permitting items is not in the purview of the Architectural Committee. Plans and specifications demonstrating the nature, shape, height, materials of the said improvements or alterations shall be submitted to and approved in writing as to their conformance to the By-Laws of the Association. Approval of such plans and specifications shall not be unreasonably withheld. In the event that the Declarant, the Board or the designated Architectural Committee fail to approve or disapprove a design within thirty (30) days after said plans and specifications have been submitted to them, approval will not be required and this Article will be deemed to have been fully complied with; provided, that the plans and specification required to be submitted shall not be deemed to have been received if they contain erroneous data or fail to present accurate information upon which the Declarant, the Board or its Committee can arrive at the decision. Under no circumstances shall the approval of the Declarant, the Board or the designated Architectural Committee be considered to be a substitute for any other approval that may be required by law from any other entity with legal standing.

Section 2. Inspection The Declarant, the Board or its Architectural Committee shall have the right, at their election, to enter upon any Lot during construction, erection, or installation of improvements or alterations to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications and in a good and workman-like manner, utilizing approved method and good quality materials. The Declarant, the Board, or its Architectural Committee shall make reasonable efforts to obtain permission from the Lot owners on which the improvements are being performed prior to entering said Lot.

ARTICLE VII USE RESTRICTIONS

Section 1. Rules and Regulation The Board of Directors of the Association shall have the power to formulate, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of the Common Area. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors, shall be recorded in a Book of Resolutions, which shall be maintained and made available to Lot owners for inspection during normal business hours.

Section 2. Use of Property Each home and the Common Area and facilities shall be for the following uses and subject to the following restrictions, and, in addition, to those set forth in the Bylaws:

- a. All buildings and the limited Common Area and facilities shall be used for residential and related common purposes. No Lot may be further subdivided. Multiple Lots may be combined to subsequently create one Lot as may be allowed by Granville County and/or any other entity of legal standing. If such a Lot combination occurs the owner of the combined Lot shall have the voting rights of one Lot (not the total number of votes from the previously uncombined Lots).
- b. No residential building less than 1,500 square feet of heated living area excluding porches, carports, decks or other structures shall be placed on any Lot. No manufactured buildings (single wides, doublewides, etc.) shall be constructed on the Property. Modular homes of at least three boxes may be constructed on the Property.
- c. Construction of any improvement upon any Lot shall be completed within twelve (12) months from the commencement of construction. Driveways shall be constructed of gravel, asphalt, concrete, or other aggregate based material. Dirt driveways shall not be permitted.
- d. Nothing shall be kept and no activity shall be carried on upon the Common Area and facilities which will result in the cancellation of insurance on any portion of the Property, or the contents thereof.
- e. Nothing shall be done in or upon any of the Common Area and the Common Area facilities which will impair the structural integrity of the Common Area or any structure or facility on the Common Area, except in the manner provided for in this Declaration.
- f. No Owner or affiliate shall live in a trailer or camper on the Property more than 30 days per year. One unoccupied camper or trailer may be parked on each Lot on which a house has been constructed. No structure of a temporary character (i.e. trailer, tent, shack, garage or other out building) shall be placed on any Lot, either permanently or temporarily longer than 30 days. Temporary structures used in connection with construction on any Lot or street within the Property may be permitted up to 160 days with permission of the Architectural Committee.
- g. No Owner shall display, cause or allow to be displayed, to public view, any sign, placard, poster, billboard upon any home, their Lot, any building, or any portion of the Common Area and Facilities, except that any Owner may display a property identification sign (i.e. address sign) not to exceed 1 square foot on his Lot. No other signs shall be permitted except as may be allowed by the Declarant or the Association pursuant to its laws. Certain governmentally required signs and placards (such as dock permit identifiers) are permissible.
- h. No person shall undertake, cause or allow any alteration or construction or upon any portion of the Common Area or the facilities on Common Area except at the direction of and with the express written consent of the Association.
- i. The Common Area and facilities shall be used only for the purposes for which they are intended and reasonably suited and which are incident to the use and occupancy of the homes, subject to any rules or regulations that may be adopted by the Association pursuant to the bylaws.
- j. All automobiles and other motor vehicles must be currently licensed and inspected if they are visible from an adjacent Lot. Any automobiles that are not currently licensed and inspected, and that are visible from an adjacent Lot shall be subject to removal by the Association at the Owner's expense. No automobiles, motor vehicles, boats, recreational vehicles, or trailers of any type shall be parked upon the roads or rights-of-way overnight.
- k. No clothing, rags, rugs, linens, blankets, draperies, etc. shall be hung, or placed as may be visible from an adjacent Lot at any time except on a clothes line, as may be permitted under this Declaration. Any clothing, rags, rugs, linens, blankets, draperies, etc. shall not remain on a clothes line longer than 12 hours at a time.

- l. No waste shall be placed on any portion of the Common Area and facilities in other than designated garbage receptacles. All garbage receptacles, containers and enclosures shall be located at the rear of the home, and shall be concealed by walls, fences, or other screening at all times except for pick-up times. All fencing on the Property shall be constructed with similar materials and is subject to the review and approval of the Architectural Committee.
- a. No livestock, including but not limited to, chickens, cows, horses, pigs, geese, and ducks, shall be kept on the property with the exception that each Owner may keep on his Lot up to two dogs and 3 cats as pets subject to any rules or regulations that may be adopted by the Association pursuant to the bylaws.

ARTICLE VIII USE AND ENTRY RIGHTS

Section 1. Walks, Drives, Parking Area, and Utilities All of the Common Area, with the exception of areas of storm drainage easements, utility easements, and signage easements shall be subject to a perpetual non-exclusive easement or easements in favor of all owners of Lots for their use and the use of their immediate families and guests for all proper and normal purposes and for ingress, egress and regress. The Property shall be subject to perpetual non-exclusive easements in favor of the Declarant for use, water lines, sanitary or septic lines, storm drainage facilities, gas lines, telephone and electric power lines, television antenna lines, and other public utilities, all of which shall be established prior to subjecting the Property to this Declaration. The Declarant shall have the power and authority to grant and to establish in, over, upon and across the Common Area conveyed to the Association such further easements as are requisite for the convenient use and enjoyment of the Property.

Section 2. Encroachments. All Lots and Common Area shall be subject to easements for the encroachment of initial improvements constructed on adjacent Lots by the Declarant to the extent that such initial improvements actually encroach. Every Lot shall be subject to an easement for the entry and encroachment by the Declarant for a period not to exceed eighteen (18) months or until all bonds, letters of credit, other sureties, and permits placed or secured by the Declarant associated with the construction of the Property have been released by the entity governing such bonds, letters of credit, other sureties, and permits, whichever shall be later, for the purpose of correcting any problems that may arise regarding grading and drainage or other items associated with the construction of the Property. The Declarant, upon making entry for such purpose, shall restore the affected Lot or Lots to as near the original condition as practicable.

Section 3. Emergencies Every Lot and home shall be subject to an easement for entry by the Association for the purpose of correcting, repairing, or alleviating any emergency condition which arises upon any Lot or within any home and that endangers any building or portion of the Common Area and to do other work reasonable, necessary, or useful for the property maintenance of the Jonathan's Landing Subdivision.

Section 4. Other Easements All owners of homes shall have a perpetual easement to go upon adjacent Lots for the purpose of maintaining and repairing the exterior walls, roof, foundation or other structure located on their own Lot, as herein provided. However, no repair materials may be stored upon the adjacent Lot and the Owner, upon making entry for such purpose, shall restore the affected Lot or Lots to as near the original condition as practicable.

The Declarant reserves the right to subject real property in this subdivision to a contract with a utility company and/or communication companies for the installation of transformers, street lighting, and any other utility service to the Property as it may deem necessary.

Section 5. Access Easements and Dedication of property for Road Right-of Way All owners of lots, with the exception of the Declarant, are prohibited from granting access, via easement or other means, on or through their property for to facilitate future development of property in or adjoining the Association. This restriction shall include but not be limited to, access to Kerr Lake as well as for the purpose of road construction.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability Invalidity of any one of these covenants, conditions, and/or restrictions shall not affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended by an instrument by not less than seventy-five (75%) percent of the Lot owners. Any amendment must be recorded.

Section 4. FHA/VA Approval As long as there is a class "B" membership, the following actions may require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restriction.

Section 5. Lease of House All leases shall be subject to this Declaration and the by-laws of the Association.

Section 6. Conflicts In the event of irreconcilable conflict between the Declaration and the Bylaws, the Declaration shall control. In the event of irreconcilable conflict between the Bylaw and Articles of Incorporation of the Association, the Articles of Incorporation shall control. Nothing contained herein shall be construed to relieve, waive, or override any more stringent legal obligation, regulation, or permit requirement that the Association, resident, or Lot owner may have to another entity, including but not limited to, the State of North Carolina, Granville County, or the U.S. Army Corps of Engineers.

Executed this _____ day of _____, 2016

By: Jonathan's Landing Home Owners Association, Inc.

Al Winchester, President Jonathan's Landing HOA, Inc.

SCHEDULE A

LEGAL DESCRIPTION

Being all that certain tract and parcel of land in, Granville County and designated as Lots 1 through 32, inclusive of Rights of Way and easements, as per plat and survey thereof by Acculine Surveys recorded among the land records of Granville County, North Carolina at deed book 32 – page 79 on August 31, 2005.

Schedule B

AMENDMENTS

The following shall be inserted into Jonathan's Landing Declaration of Covenants, Conditions and Restrictions under **Article V Exterior Maintenance**.

New Section:

Section 4. Construction Road Bond

All land owners proposing to build a home will be required to obtain a Road Bond in the amount of \$2,500.00 (two thousand five hundred dollars) for the express purpose of repairing any damage to the subdivision roads. The bond shall be submitted to the HOA President and will be held by the HOA Secretary/Treasurer. This bond will be enforce throughout the home construction phase. Once the owner notifies the HOA President that the construction is complete, an inspection of the road will be conducted and if there was no damage, the bond will be released.

The following shall be inserted into Jonathan's Landing Declaration of Covenants, Conditions and Restrictions under **Article II Property Rights**.

New Section:

Section 8. Monument Mail Boxes The Association shall regulate the erection of mail boxes. All mail boxes shall be of the monument type. They shall be constructed of masonry, either stone or brick to match the house on the lot where the mail box is being erected. The mail boxes shall have a footer sufficient to support the structure and a width of 20 X 20 inch min. and a 24 X 24 inch max. The mail box shall have a height of 54 inch min. and a 57 inch max.

JONATHANS LANDING HOMEOWNERS ASSOCIATION BYLAWS

ARTICLE I – AUTHORITY

This organization, known as the Jonathan's Landing Homeowners Association ("Association" for short), shall operate per the Declaration of Covenants, Conditions and Restrictions, as recorded among the land records of Granville County, North Carolina, and by the rules and regulations contained within this document, as may be amended from time to time.

ARTICLE II - OBJECTIVES

The objectives of this Association shall be:

Section 1: To implement through joint efforts of the owners of lots within the Jonathans Landing Subdivision, an exemplary community which will preserve the natural serenity of the area.

Section 2: To foster and maintain, through joint effort, the beautification of individual property; the safety and security of homeowners, children, and property.

Section 3: To foster and maintain effective traffic safety measures to protect pedestrians, vehicle users of roadways, and personal property adjacent to such roadways.

Section 4: To foster and maintain cooperative efforts with neighboring homeowner associations.

Section 5: To foster effective measures to facilitate fire protection, police protection, utility service to properties within Jonathans Landing.

ARTICLE III - MEMBERSHIP

Any property owner in Jonathan's Landing Subdivision is eligible for membership in the Association. Each property owner is entitled to one vote per lot owned when votes are called for by the entire association and when the property owner is in good standing.

ARTICLE IV - DUES

Section 1: All members of the Association are subject to annual and special dues as approved by the Association members.

Section 2: All members of the Association shall abide by the Declaration of Covenants, Conditions and Restrictions, as recorded among the land records of Granville County, North Carolina, and by the rules and regulations contained within this document, as may be amended from time to time.

Section 3: Only those homeowners/lot owners whose dues are paid for the current fiscal year are eligible to vote. Only a single vote per lot owned is allowed.

ARTICLE V - NOMINATIONS

Section 1: The Board of Directors of the Association shall appoint a Nominating Committee which consists of three members of the Association whose duty shall be nomination of candidates for election as may be appropriate.

Section 2: The Board of Directors of the Association shall be elected at the Annual Meeting of the Association by the majority of the voting members present whose dues are paid for the current fiscal year.

Section 3: The term of office shall be three years commencing April 1st.

Section 4: Vacancies of any office shall be filled by appointment by the remaining Board members, and the appointee will hold office for the remainder of the unexpired term.

Section 5: Only one member of a household may serve as an officer for any given term.

ARTICLE VI - OFFICERS OF THE ASSOCIATION

The Board of Directors of the Association shall consist of people elected by majority vote at the annual meeting of the Association. The number of Directors shall be between three and seven Directors.

The Officers of the Association shall consist of a President, Vice President and Secretary/Treasurer, at a minimum. If additionally desired, the Board may choose to add Committee Chairpersons, a Treasurer who is separate from the Secretary, and a Social Director, if agreed upon by a majority of the Board of Directors.

ARTICLE VII - ELECTION OF OFFICERS

The Board of Directors shall select/appoint the Officers of the Association in a manner of their own choosing.

ARTICLE VIII - DUTIES OF OFFICERS

Section 1: The Officers shall perform the duties prescribed in this article or the parliamentary authority adopted by the Association.

Section 2: The President shall be the chief executive officers and the official spokesperson of the Association and shall have general supervision of the affairs of the Association. The President shall preside at all meetings of the Board and all meetings of the Association. The President shall see that

orders and resolutions of the Board of Officers are carried out. The President shall sign all notes and checks and all other written instruments of the Association.

Section 3: In the absence or inability of the President to perform his/her duties, the Vice-President will assume those duties.

Section 4: The Secretary shall:

- be Secretary of the Board of Directors;
- record the votes and keep the minutes of the proceedings of the Board in a book to be kept for the purpose;
- keep the records of the Association;
- record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members; and
- notify officers and committee chairmen of votes, orders, and proceedings affecting or pertaining to their duties.

In the absence of the President and Vice-President, the Secretary shall call the meeting to order and shall preside. The Secretary shall attend to such correspondence as the Board or the Association may direct and shall distribute pamphlets, notices, and/or circulars as the Board or Association may direct.

Section 5: The Treasurer shall have charge of the receipt of funds of the Association; shall deposit in appropriate bank accounts to the credit of the Association all monies of the Association and shall disburse such funds as directed by the Board. The Treasurer shall keep proper books of the Association. The Treasurer shall provide verbal and/or written statement regarding the status of the books as requested by the Board. In the case of prolonged absence, illness, or death of the Treasurer, disbursements at the direction of the Board shall be made by the Vice-President.

ARTICLE IX - MEETINGS

Section 1: ASSOCIATION: The regular meetings of the Association shall be for the purpose of receiving reports from the officers and standing committees; for the receiving of reports from ad hoc committees; for establishing programs and budgets in furtherance of the objectives of the Association; and for any other business that may arise. The regular annual meetings of the Association shall be held once per year in March with notice being given to the members at least one week in advance of the meeting.

Section 2: ASSOCIATION: Special meetings of the Association shall be called by the Board upon written request of one-fourth or more of the voting members of the Association. No less than one week notice of a special meeting shall be given, and only that business specified in the call may be transacted. Twenty per cent of the voting members shall constitute a quorum at any special meeting of the Association thus called. The Board shall have the power to call special meetings of the Association whenever it deems necessary.

Section 3: OFFICERS: The President shall call a special meeting of the Board of Officers when the need arises. All business to be considered at a special Board meeting shall be stated in the call. Regular meetings of the Board of Officers shall be held as needed. At least seven days notice of time and place of all Board meetings shall be given.

Section 4: OFFICERS: The majority of the Board of Directors shall constitute a quorum at any meeting of the Board of Directors.

ARTICLE X - FEES AND DUES

Section 1: The fiscal year of the Association shall be 1 April to 31 March. The annual budget shall cover the fiscal year and shall be prepared on the basis of dues payable for the coming fiscal year.

Section 2: The annual Association dues shall be as described in the Declaration of Covenants, Conditions and Restrictions, as recorded among the land records of Granville County, North Carolina, unless otherwise revised by the Association, and shall be payable to the Treasurer as directed by the Board. In addition to levying annual dues, the Association may levy special dues as the occasion merits with the approval of voting members present. Annual dues shall be decided upon at the Annual meeting of the Association by the majority of voting members present.

ARTICLE XI - COMMITTEES

The President shall have the power to appoint committees regarding any matters of common interest to members of the Association.

ARTICLE XII - PARLIAMENTARY AUTHORITY

The rules contained in *Robert's Rules of Order Revised* shall govern this organization in all cases to which they are applicable and in which they are not inconsistent with these By-Laws.

ARTICLE XIII - AMENDMENTS

Section 1: These By-Laws may be amended at any special meeting of the Association called for that purpose or at the regular meetings of the Association. Notice of change shall be made available to the members one week in advance of the meeting.

Section 2: Unless otherwise provided prior to its adoption or in the motion to adopt, an amendment shall become effective upon adjournment of the meeting at which it is adopted.