

**AMENDED AND RESTATED BYLAWS  
OF  
ARMFIELD HOMEOWNERS  
ASSOCIATION, INC.**

Prepared by:  
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**AMENDED AND RESTATED BYLAWS  
OF  
ARMFIELD HOMEOWNERS ASSOCIATION, INC.**

**These Amended and Restated Bylaws were adopted by the Members of the Armfield Homeowners Association, Inc. (herein referred to as the “Association”) at a duly called meeting of the Association held on June 25, 2012. At the time of the adoption of these Amended and Restated Bylaws, Summerfield Properties, LLC, the original “Declarant,” as defined herein and in the Declaration of Covenants and Conditions for Armfield, has transferred and conveyed its right title and interest in the Properties to a grantee, without assigning its rights as Declarant and thus the Declarant’s Development Period, as defined in the Declaration has expired, although all references to the Declarant remain herein in order to understand the progression of events related to the Properties.**

**ARTICLE I**

**NAME AND LOCATION**

The name of the corporation is Armfield Homeowners Association, Inc. The principal office of the corporation shall be located at P.O. Box 68, Summerfield, North Carolina (need new address), but meetings of “Members” and “Directors” may be held at such places within the State of North Carolina, County of Guilford, as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

**Section 1. “Association” shall mean and refer to Armfield Homeowners Association, Inc. and its successors and assigns.**

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions for Armfield, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas" also referred to as "Common Elements" shall mean all real property and interests in real property owned by the Association, together with any easements and rights of way related thereto, for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and dedicated streets.

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

Section 6. "Declarant" shall mean and refer to Summerfield Properties, LLC, its successors and assigns.

Section 7. "Declaration" shall mean and refer to any Declaration of Covenants, Conditions and Restrictions for Armfield applicable to the Properties recorded in the Office of the Register of Deeds of Guilford County, North Carolina.

Section 8. "Member" shall mean and refer to those persons or entities entitled to membership with voting rights as provided in the Declaration and in Article III of these Bylaws.

Any other capitalized term bracketed in italics herein shall have the definition as provided for it in the Declaration.

### ARTICLE III

#### MEMBERSHIP AND PROPERTY RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to a lien for assessments shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot subject to assessment. The voting rights of the Members shall be as provided by the Declaration. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes for such Lot shall be provided in the Declaration, in no event shall more than one (1) vote be cast with respect to any Lot under Class A membership or three (3) votes with regard to the Class B membership. The President of the Association shall have the authority to require that such multiple Owners of a Lot file a Certificate with the Secretary of the Association, signed by all of the Owners, designating the person entitled to cast the vote for such Lot. Such Certificate shall be valid until revoked by a subsequent Certificate. If such Certificate is not filed when required, the vote of such Owners shall not be considered in determining the requirements for a quorum or for any other purpose.

Section 2. Property Rights. Each Member shall be entitled to the use and enjoyment of the Common Elements as provided in the Declaration. Any Owner may delegate his right of enjoyment to the Common Elements to the members of his "immediate family" (as that term is defined in the Declaration), to his guests, and to other occupants permitted under the terms of the Declaration, subject to such rules and regulations as may be established from time to time by the Association. Such Member shall notify the secretary of the Association in writing of the name of the delegate. The rights and privileges of such delegates are subject to suspension to the same extent as those of the Member.

## ARTICLE IV

### MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meetings of the Members shall be held during the first six months of each calendar year at such time and place as the Board of Directors may prescribe.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote at least ten percent (10%) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting (but not sooner than sixty days prior to such meeting) to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Waiver by a Member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-fifth (1/5) of the votes of the Class A membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. The joinder of a Member in the action shall constitute the presence of such person for the purposes of determining a quorum.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

## ARTICLE V

### BOARD OF DIRECTORS: SECTION: TERM OF OFFICE

Section 1. Number. Initially the affairs of this Association shall be managed by a Board of three (3) Directors who need not be Members of the Association. At such time as the Association has more than 90 "Lot" "Owners" (as those terms are defined in the Declaration) the number of Directors shall be increased to seven (7) at the next succeeding annual meeting of the Members. The seven members shall be made up of 2 members from the West Side of Armfield (at the Henson Forrest entrance)

and two members from the East Side (at the Wyatt entrance), and three at large members which can be from either side. Notice of such increase must be contained in the notice announcing the meeting at which the issue is to be decided.

Section 2. Term of Office. At the first annual meeting, the members shall elect seven Directors to the Board as set forth in Section 1 above. The initial term for all Directors shall last to December 31<sup>st</sup>, 2013 (the year following the year of the election) for three of the Directors. This will include one Director from each side and one at large Director. The other four Directors shall have a term that lasts twelve months longer than that of the first three Directors and ends on December 31<sup>st</sup>, 2014. This will include one Director from each side and two at large Directors. After the initial terms have expired, all subsequent terms will last for a period of two years.

Section 3. Removal. Any Director, other than those selected by the Declarant, may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

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

## ARTICLE VI

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination and Election of Directors by Declarant. Initially the Board of Directors shall have three (3) Directors. At the annual meeting next succeeding the time when the Class A Membership consists of at least sixty (90) Class A Members the Board shall consist of seven (7) Directors. So long as Declarant shall have the right to select and designate the

Board of Directors as provided in the Declaration and the Articles of Incorporation, election of Directors shall be conducted in the following manner:

(a) Declarant shall, at the beginning of the election of the Board of Directors, designate and select the members of the Board of Directors in accordance with the provisions of these Bylaws, and upon such designation and selection of Declarant by written instrument presented to the meeting at which such election is held. Such individuals so designated and selected by Declarant shall be deemed and considered for all purposes Directors of the Association, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provisions of these Bylaws.

(b) At the first Annual Meeting of the Association, Declarant shall have the right to designate and select two (2) Directors whose term of office shall be established at two (2) years and one (1) Director whose term of office shall be established at one (1) year. When the Board expands to seven (7) Directors, two additional Directors shall be designated to serve a term of two years and two additional Directors shall be designated to serve a term of one year.

(c) Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors, except that should any vacancy in the Board of Directors be created in any directorship previously filled by any person designated and selected by Declarant, such vacancy shall be filled by Declarant designating and selecting, by written instrument delivered to any officer of the Association, the successor Director to fill the vacated directorship for the unexpired term thereof.

(d) Declarant shall have the absolute right at any time, in its sole discretion, to replace such person or persons that it has appointed to the Board of Directors with another person or persons to serve on said Board of Directors. Replacement of any person or persons designated by Declarant to serve on any Board of Directors of the Association shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the

person or persons to be replaced and the name or names of the person or persons designated as successor or successors to the persons so removed from said Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Declarant to any officer of the Association.

Section 2. Nomination and Election of Directors after Declarant's Right to Appoint Board Expires.

(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. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting to serve until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members .

(b) Election to the Board of Directors shall be by secret written ballot. At the first annual meeting, the members shall elect seven Directors to the Board as set forth in Section 1 above. The initial term for all Directors shall last to December 31<sup>st</sup>, 2013 (the year following the year of the election) for three of the Directors. This will include one Director from each side and one at large Director. The other four Directors shall have a term that lasts twelve months longer than that of the first three Directors and ends on December 31<sup>st</sup>, 2014. This will include one Director from each side and two at large Directors. After the initial terms have expired, all subsequent terms will last for a period of two years. At such election the Member's proxies may also be cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The two persons receiving the largest number of votes from each side and the three additional persons receiving the largest number of votes, shall be elected. Cumulative voting is not permitted.



## ARTICLE VII

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place and with such notice as shall be determined by resolution of a majority of the Directors.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two Directors, after not less than seven (7) days' 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 done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 4. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and 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 of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area, pool and clubhouse area, and the personal conduct of the Members and their guests thereon, and to establish penalties, including reasonable fines, for the infraction thereof;
- (b) suspend the voting rights during any period in which such Member shall be in default in the payment of any assessment, dues or charge levied by the Association. Such rights may also be suspended

after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors, other than a Director selected by Declarant, to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) contract for the management of the Properties and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Directors or membership of the Association; provided, however, that any such management agreement shall not exceed a period of one (1) year from its effective date (but may be renewed by agreement of the parties for successive one-year periods), and shall be terminable for cause upon thirty (30) days written notice thereof; and

(f) employ attorneys to represent the Association when deemed necessary.

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

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

- (1) fix the amount of the annual assessment against each Lot, subject to all provisions and requirements concerning such annual assessment as set forth in the Declaration;
  - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (3) foreclose the lien against any property for which assessments penalties, charges or fines are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment or fine has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment or fine has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain insurance covering the Association, its Directors, officers, agents and employees and procure and maintain adequate hazard insurance on the real and personal property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Elements and “Other Maintained Improvements” to be maintained.

## ARTICLE IX

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and one vice-president, who shall at all times be members of the Board of Directors, a secretary, assistant secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create,

including additional vice-presidents who need not 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 following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve. In the initial year, the officers shall hold office until December 31<sup>st</sup>, 2013.

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 or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or 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. Duties. The duties of the officers are as follows:

(a) President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; may sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

(b) 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; may, together with the secretary or assistant secretary, sign leases,

mortgages, deeds and other instruments of conveyance; and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary and Assistant 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 Association together with their addresses, and shall perform such other duties as required by the Board. The assistant secretary shall assist the secretary and act in the place and stead of the secretary in the event of his or her absence.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; if deemed necessary by the Board of Directors, cause an annual audit of the Association books to be made by an independent certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## ARTICLE X

### COMMITTEES

The Board of Directors shall, upon expiration of the Declarant's right to do so, appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE XI

### BOOKS AND RECORDS

The books, records and papers of the Association shall be available for inspection upon the scheduling of an appointment, by any Member, and any Institutional Lender, as that term is defined in the Declaration. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XII

### ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments and may be obligated to pay fees, penalties and fines, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, fees, penalties and fines which are not paid when due shall be delinquent. If the assessments, fees, penalties and fines are not paid within thirty (30) days after the due date, the Member will be assessed a late payment penalty, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of the assessments. Initially, the late payment penalty will be \$100.00 but may increase, prospectively upon the vote of the Members at the regular annual meeting. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

## ARTICLE XIII

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Armfield Homeowners Association, Inc., North Carolina.

## ARTICLE XIV

### AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy. Notwithstanding the preceding, any amendment directly affecting the authority granted to the Declarant either in this instrument, the Articles of Incorporation or the Declaration must be approved in writing by the Declarant.

Section 2. In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## ARTICLE XV

### MISCELLANEOUS

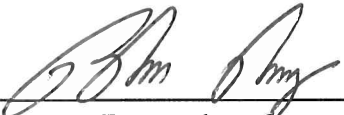
The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Armfield Homeowners Association, Inc., a North Carolina corporation, and

THAT the foregoing Amended and Restated Bylaws constitute the Amended and Restated Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 25<sup>th</sup> day of June, 2012.

  
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Thomas Rososky, Secretary

(CORPORATE SEAL)



**AMENDMENT TO AMENDED AND RESTATED BYLAWS  
OF  
ARMFIELD HOMEOWNERS  
ASSOCIATION, INC.**

**This AMENDMENT TO AMENDED AND RESTATED BYLAWS OF ARMFIELD HOMEOWNERS ASSOCIATION, INC. (herein referred to as this “Amendment”) is effective as of June 23, 2013.**

**WINESSETH:**

**Whereas, AMENDED AND RESTATED BYLAWS OF ARMFIELD HOMEOWNERS ASSOCIATION, INC. (herein referred to as “Amended Bylaws”) were adopted by Members of the Armfield Homeowners Association, Inc. (herein referred to as the “Association”) at a duly called meeting of the Association held June 25, 2012;**

**Whereas, at the time of the adoption of the Amended Bylaws, Summerfield Properties, LLC, the original “Declarant,” as defined herein and in the Declaration of Covenants and Conditions for Armfield, has transferred and conveyed its right title and interest in the Properties to a grantee, without assigning its rights as Declarant and thus the Declarant’s Development Period, as defined in the Declaration has expired;**

**Whereas, Members of the Association at a duly called meeting of the Association held on June 23, 2013 wish to amend a certain provision of the Amended Bylaws;**

**Now, Therefore, in consideration of the agreement of Members, the following provision of the Amended Bylaws shall be amended as follows:**

**ARTICLE IV (MEETING OF MEMBERS)**

1) Section 1. Annual Meetings shall be amended and restated in its entirety as follows:

- i) Effective with the calendar year beginning 2014, the annual meetings of the Members shall be held during the fourth quarter of each calendar year at such time and place as the Board of Directors may prescribe.

Except as outlined above, no provisions of the Amended Bylaws have been modified and remain in full force and effect.

**CERTIFICATION**

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Armfield Homeowners Association, Inc., a North Carolina corporation, and

THAT this Amendment to Amended Bylaws constitute the Amended and Restated Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 23<sup>rd</sup> day of June, 2013.

  
\_\_\_\_\_  
Thomas Rososky, Secretary