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BOOK 00565

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INST # 03309

EXCISE TAX (None).

ASHE COUNTY NC  
DEAETT R. ROTEN  
REGISTER OF DEEDS

# BYLAWS

BYLAWS  
OF

**MOUNTAINVIEW ESTATES OF ASHE PROPERTY OWNERS ASSOCIATION, INC**

ARTICLE I  
NAME AND LOCATION

Section 1. Name. The name of the corporation is **Mountainview Estates of Ashe Property Owners Association, Inc.**, hereinafter referred to as the "Association".

Section 2. Location. The principal office of the corporation shall be located in West Jefferson, North Carolina. The registered office of the Association may be, but need not be, identical with the principal office.

Section 3. Function. The primary function of the Association shall be to provide for the maintenance of roadways through the subdivision and the upkeep and maintenance of any community property, structures and appurtenant facilities and for the enforcement of the deeded covenants and restrictions for Mountainview Estates Subdivision.

ARTICLE II  
DEFINITIONS

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

Section 2. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the properties recorded in the Office of the Register of Deeds for Ashe County, North Carolina.

Section 3. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, appearing on any recorded subdivision map of the Properties.

Section 4. "Member" shall mean and refer to every owner of a Lot and to every other person or entity who holds membership in the Association.

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

Section 6. "Properties" shall mean and refer to those properties which are now subject to the Declaration and any additions thereto which shall become subject to the Declaration and brought within the jurisdiction of the Association.

ARTICLE III  
MEETING OF MEMBERS AND VOTING RIGHTS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held at a place and time to be announced in the month of July, and each subsequent regular annual meeting of the Members shall be held at a place and time to be announced in the month of July of each year thereafter.

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 one-fourth (1/4) of all of the votes appurtenant to the Lots.

Section 3. Place of Meetings. All meetings of the Members shall be held at such place, within Ashe County, North Carolina, as shall be determined by the Board of Directors of the Association.

Section 4. Notice of Meetings. Written notice by mail or email 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, or by email, not less than 10 days nor more than 50 days before the date of such meeting to each Member entitled to vote thereat, 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.

Section 5. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the vote appurtenant to the Lots 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, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. Voting. Each Owner of a Lot shall be entitled to one vote for such Lot. The number of votes a member is entitled to shall be the same as the number of dues that member pays. If two or more continuous lots are combined so that they are one lot for Association dues purposes, the combined lot shall be treated as one lot and given one vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In no event shall any Member exercise or participate in the exercise of more than five (5) votes, regardless of how many Lots that Member may own in part or full.

Section 7. Proxies. At all meetings of the 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/her Lot.

Section 8. Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the members in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member of any meeting of the Members shall constitute a waiver of notice by him/her of the time and place thereof except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Members are present at any meeting of the Members, no notice shall be required and any business may be transacted at such meeting.

Section 9. Informal Action by Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the Association's minute book.

#### ARTICLE IV BOARD OF DIRECTORS

Section 1. Number. The business and affairs of the Association shall be managed by a Board of three (3) directors, who are Members of the Association.

Section 2. Term of Office. At the annual meeting and at each annual meeting thereafter, the Members shall elect directors to serve for a term of two years. There will be an attempt made to stagger the terms of the Directors for the purposes on continuity of information. The initial term

of the founding Board; two of the directors shall be 2 years and two of the directors shall be 3 years. Thereafter, all directors shall serve 2 years.

Section 3. Nomination. 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 Chair, who shall be the Chairman of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting 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.

Section 4. Election. Directors shall be elected at the annual meeting of the Members by written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation.

Section 5. Removal. Any director 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, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor. The Members may elect a director at any time to fill any vacancy not filled by the directors.

Section 6. Compensation. No director shall receive compensation for any service the director may render to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of his/her duties.

## ARTICLE V MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board or by decision of the President. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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 five (5) 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.

Section 4. Informal Action by Directors. Action taken by a majority of the directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5. Liability of the Board. The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Articles of Incorporation, Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are Owner(s).

ARTICLE VI  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) suspend the voting rights of a Member during any period in which such Members shall be in default in the payment of any assessment levied by the Association;
- (b) 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;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (d) employ an independent contractor or such other employees as they deem necessary, and to prescribe their duties;
- (e) employ attorneys to represent the Association when deemed necessary;
- (f) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient.
- (g) shall not borrow money from lending institutions or private individuals, including member property owners. The Board shall not incur debts or obligations beyond its ability to pay from available cash funds.

Section 2. Duties. It shall be the duty of the Board of Directors 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 of the Members, or at any special meeting when such statement is requested in writing by Members entitled to at least one-fourth (1/4) of the votes appurtenant to the Lots;
- (b) supervise all agents and employees of the Association, and to see that their duties are properly performed;
- (c) to oversee collection of the annual assessment as provided in the Declaration of Restrictive Covenants for Mountainview Estates Subdivision; send written notice of each assessment to every Member subject thereto at least fifteen (15) day before its due date and before January 1 of each year; foreclose the lien against any property for which assessments are not paid within ninety (90) days after due date or to bring an action at law against the owner personally obligated to pay the same;
- (d) procure and maintain liability insurance covering the Association and the directors and officers thereof, as it may deem appropriate;
- (e) cause all officers or employees having fiscal responsibilities to be bounded, as it may deem appropriate;

ARTICLE VII  
OFFICER AND THEIR DUTIES

Section 1. Officers. The officers of the Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the annual meeting of the Members.

Section 3. Term. Each officer of the Association shall be elected annually by the Board and each shall hold office for two (2) years or until a death, resignation, retirement, removal, disqualification, or a successor is elected and qualifies.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time 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 5. 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 replaced.

Section 6. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

Section 7. Compensation. No officer shall receive any compensation from the Association for acting as such.

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

President

(a) The President shall be the principal executive officer of the Association, and subject to the control of the Board, shall supervise and control the management of the Association. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign all written instruments.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of the Vice President by the Board.

Secretary

(c) 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; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) 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; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

Member at Large

(d) The Member at Large shall be assigned to work closely with committee chairs within the community, serving as a liaison between committee's and the HOA board to relay pertinent information and keep the board informed on the happenings of any committees that may be formed for the benefit of the neighborhood. The Member at Large may be tasked to fill the role as committee head should an unplanned vacancy occur. Members at Large shall be in attendance for all board meetings and shall perform such other duties as required by the Board.

#### ARTICLE VIII COMMITTEES

The Association shall appoint 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 IX ASSESSMENTS

Each Member is obligated to pay to the Association an annual assessment as specified in the Declaration of Restrictive Covenants. Any assessments which are not paid when due shall be delinquent and subject to penalties, interest and attorney fees as determined by the Restrictions and the Board of Directors. The Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the property as described in the Declaration. Late charges as may be established by the Board of Directors and reasonable attorney's fees of any such action shall be added to the amount of such assessment. All dues or assessments shall be approved by majority vote at the annual meeting of the members. If the board wishes an increase in dues or a special assessment is needed for any reason, the board must present its case for the increase at the annual meeting of the members for approval. If an 'Act of God' or catastrophic damage occurs to contiguous community roads or community property, including falling trees or other acts of nature which causes destruction requiring immediate repair, the Board shall have authority to undertake immediate repair efforts and either call a special meeting of the members or present the summary at the next annual meeting for approval of a one-time assessment, if necessary.

#### ARTICLE X NET EARNINGS USAGE

No part of the net earnings of the organization shall inure to the benefit of its members, directors, officers, or other persons except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the exempt purposes of the organization.

#### ARTICLE XI AMENDMENTS

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.

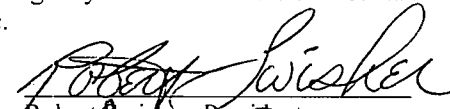
#### ARTICLE XII MISCELLANEOUS

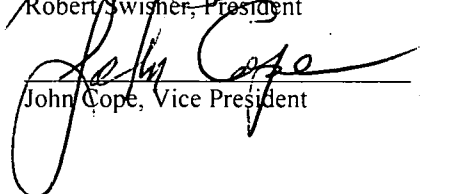
The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XIII  
ARBITRATION

Any claim which shall be made against one or more members of the Board of Directors shall be settled by arbitration except as otherwise provided herein, in the Declaration or under any applicable law, and judgment upon the award may be entered in any court having jurisdiction thereof. Such arbitration shall be commenced upon the delivery of such claim, in writing, to one or more members of the Board; and shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the Director(s), one by the Owner(s), and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of North Carolina as applied to the facts found by him or them. If the Director(s) or the Owner(s) shall refuse or fail to so name an arbitrator within thirty (30) days after written notice from the other party requiring the naming of an arbitrator, then the arbitrator so named by the party not in default hereunder shall have the power to proceed to arbitrate and determine the matters in controversy as if he were an arbitrator appointed by both parties for that purpose, and his award in writing signed by him shall be final. The rules of procedure for the arbitration hearing may be adopted by the arbitrators. All arbitration proceedings hereunder shall be conducted in Ashe County, North Carolina.

IN WITNESS WHEREOF, we, being duly elected Directors of Mountainview Estates of Ashe Property Owners Association, Inc.

  
Robert Swisher, President

  
John Cope, Vice President

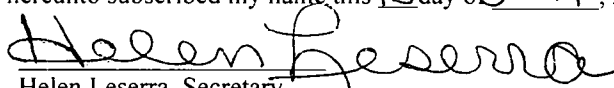
## CERTIFICATION

I, Helen Leserra, the undersigned, do hereby certify:

THAT I am the duly elected Secretary/Treasurer of **Mountainview Estates of Ashe Property Owners Association, Inc.**, a North Carolina Corporation; and

THAT the foregoing By-Laws constitute the amended By-Laws of said Association as approved by the Board of Directors and a quorum of property owners at the annual Property Owners meeting held on the 13 day of July 2024.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 15 day of July, 2024.

  
Helen Leserra, Secretary

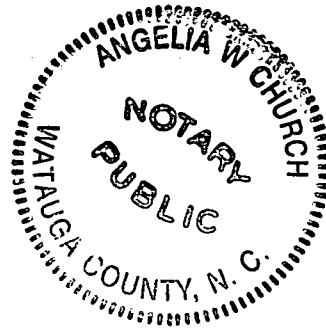


STATE OF NORTH CAROLINA  
COUNTY OF ASHE

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of July, 2024 by Robert Swisher, President of Mountainview Estates of Ashe Property Owners Association, Inc. a North Carolina Corporation.

Angelia W. Church (SEAL)  
NOTARY PUBLIC

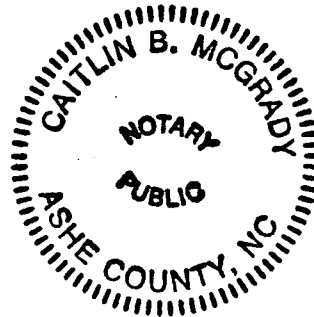
My commission expires: 4-4-2025

STATE OF NORTH CAROLINA  
COUNTY OF ASHE

The foregoing instrument was acknowledged before me this 19 day of July, 2024 by John Cope, Vice President of Mountainview Estates of Ashe Property Owners Association, Inc. a North Carolina Corporation.

Caitlin B. McGrady (SEAL)  
NOTARY PUBLIC

My commission expires: 11/21/2024

STATE OF NORTH CAROLINA  
COUNTY OF ASHE

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July, 2024 by Helen Leserra, Secretary/Treasurer of Mountainview Estates of Ashe Property Owners Association, Inc. a North Carolina Corporation.

Rebecca Jill Shraden (SEAL)  
NOTARY PUBLIC

My commission expires: 10/23/2024

