

BY-LAWS OF  
THE VILLAGE GREEN ASSOCIATION OF SOUTHERN PINES, INC.

**ARTICLE I**  
NAME AND LOCATION

The name of the corporation is THE VILLAGE GREEN ASSOCIATION OF SOUTHERN PINES, NC, hereinafter referred to as the “Association”. The principal office of the corporation shall be located at No. 61 Village Green, Southern Pines, North Carolina, but meetings of members and directors may be held at such places within the County of Moore, State of North Carolina, as may be designated by the Board of Directors.

**ARTICLE II**  
DEFINITIONS

SECTION 1. “ASSOCIATION” shall mean and refer to Village Green Association of Southern Pines, Inc., its successors and assigns.

SECTION 2. “PROPERTIES” shall mean and refer to that certain real property referred to in the declaration of Covenants, Conditions and Restrictions affecting property now within the jurisdiction of the Association and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3. “COMMON AREA” shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

SECTION 4. “LOT” shall mean and refer to the land under the concrete slab upon which a residence, including a chimney, patio or porch is constructed; the location of which is recorded upon any recorded subdivision map of the Properties, with the exception of the common area.

SECTION 5. “MEMBER” shall mean and refer to every person or entity who holds membership in the association.

SECTION 6. “OWNER” shall mean and refer to the owner of record, 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 7. “DECLARATION” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions as amended applicable to the Properties recorded in the Office of the Register of Deeds of Moore County, North Carolina.

**ARTICLE III**

## MEMBERSHIP

### **SECTION 1. Membership.**

Every person or entity who is an owner of record of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Prior to the transfer of a Certificate of Membership to a new owner, a Capital Reserve Fund Fee of *One Thousand, Five Hundred Dollars (\$1,500.00)*, effective 9-15-2008 and shall be paid to the Village Green Association, Inc. at the time of title transfer. Capital Reserve Fund Fees may be increased from time to time at the discretion of the Board of Directors, but such increases may not exceed the percentage increases of the monthly maintenance fees for the same time period. Ownership of such Lot and payment of the applicable Capital Reserve Fund Fee shall be the only qualifications for membership. When requested, as evidence of each Owner's membership, each owner shall deliver to the office of the Association, a photocopy of the page(s) of his deed(s) which contains the name of the member and the Lot(s) owned by such member.

### **SECTION 2. Suspension of Membership.**

During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

## ARTICLE IV

### PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

#### **Section 1. Air Conditioning Units**

No new installation of window or through-the-wall air conditioners will be allowed after December 2022. Existing AC units will be allowed to remain as long as they are functional. If an existing AC unit becomes inoperable, it must be removed and cannot be replaced by a new AC unit. Upon sale of the dwelling, the AC must be removed; all incurred expenses are the responsibility of the owner. This does not apply to the combined AC/heat units that service an enclosed porch area.

#### **Section 2. Awnings**

Awning may only be installed at the rear door of units (parking side). They must be prior approved by the Architectural Committee.

### **SECTION 3. Common Area**

1. Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. The Common Area will be maintained by the

Association's grounds keepers. However, if a resident would like to make improvements on their own behalf by planting trees and shrubbery and removing old and dead trees and shrubbery in front of their unit in the common area, they may submit a written plan to the Common Area Committee for approval before commencement of the project. No flowers or bulbs are permitted on the greens side of the unit, or any planting that would increase the grounds keepers' workload. If the Homeowner has planted bushes, they do not forfeit their right to have the grounds keepers continue to maintain the greens.

2. Lawn chairs and other patio/outdoor furniture may be temporarily placed in the common area while in use.
3. Flag holders with properly maintained official U.S. Armed Forces Service flags or American flags may be flown at the rear of the house only.
4. Owners may not place statues or similar decorative items in the common area. No more than two (2) planters (under three feet) are allowed on rear walkways provided they are constantly maintained. Any planter in a neglected state must be removed.
5. The Greens are for the use of homeowners and their accompanied guests, only. For large groups which includes invited non-residents, and is not an HOA sponsored event, the Board has adopted Guidelines for Usage of the Greens by Residents. These are available on the Village Green Association of Southern Pines, Inc. website [www.thevillagegreensp.com](http://www.thevillagegreensp.com) or by contacting the Communications Committee Chair.

#### **Section 4. Generators**

Requests for installation of generators must be submitted to the HOA Board showing details of placement, location of in-ground propane tank, name of certified/licensed contractor and copy of contractor's insurance. A fence, matching others at Village Green must screen any installation approved. Only propane generators will be allowed and consideration must be given to noise disturbance of neighbors.

#### **SECTION 5. Green Thumb Area**

As a privilege and not a right, the Green Thumb Area will extend 4 feet from the back wall of the house and will include the complete length of the rear of the house (side facing the road.) The Green Thumb Area is an area in which the Homeowner can plant and cultivate items of their own choice such as flowers and shrubs. In addition to the normal plants and flowers, small statuary (under 2 feet in height,) planters, flower pots, and garden flags are permitted. Use of pots and other objects should be limited and the Board reserves the right to determine whether or not resident is in compliance with garden aesthetics. Before planting shrubbery, a written plan must be submitted to the Board for approval.

#### **Section 6. Handicapped Access**

The HOA will consider reasonable accommodations for handicapped access to units. Any alterations to the exterior of the unit or Common Area must be submitted to the Board in writing and have prior approval. Alterations may not be permanent and must be removed prior to unit

being sold. Alterations are at owner's expense. The HOA Board will determine what is reasonable.

### **Section 7. Keys and Right of Entry**

It is the responsibility of the owner to provide updated emergency contact information and working keys for entry.

### **Section 8. Parking**

Residents should ~~to~~ park their cars as close as possible to the area leading to the rear door of their home rather than (1) in spaces allotted to Guest Parking or (2) in spaces used by other residents. Parking of vehicles shall be accomplished in a proper manner and shall preclude parking in such a manner as to usurp a homeowner's regular parking spaces. Compliance by all homeowners is requested. Residents are limited to two (2) vehicles per unit.

Mechanical repairs on all vehicles are not allowed within the perimeter of Village Green.

Residents should see that their guests park either in the Guest Parking area closest to their home or in extra spaces normally not used by residents. Parking is permitted only on paved areas, never on the pine straw or grass.

Trailers, campers, work vehicles, motorcycles, boats and the like of owners and visitors may not be parked within the confines of Village Green overnight unless prior approved by Board.

### **SECTION 9. Pets**

Pets are restricted to cats and dogs. Dogs must be on a leash at all times when outside the home. An exception is allowed when small groups of residents are socializing, the owner is present and the dog is directly supervised. Any concern or complaint about a particular dog's behavior by other residents may void this exception.

Dogs must be curbed away from walks and grass area, and the waste must be picked up, **including across the perimeter road.** Pets may **NOT** be tied outside the home unattended. Residents are limited to one dog (prefer under 30 pounds) OR two (2) cats OR one dog and one cat permitted to any unit. Residents are responsible for any damage or injury caused by their pet or visiting pet. The Village Green does comply with the Federal Laws regarding qualified assistance dogs.

### **SECTION 10. Porches**

1. The porch walls must remain. Painting or removal of siding within the porch area is allowed upon written approval of the Board.
2. Draperies, curtains, etc. will not be permitted. Shades or blinds are the only allowable interior coverings of the panels.
3. The enclosed porch is to be utilized only as a porch/sun room. It is not to be converted into a bedroom, dining room, storage area, etc.

4. Upon written approval of the Board, sliding doors between the porch and the interior of the home may be removed. If removed, the tracks must also be removed and the open space must be framed. Space must remain same size.
5. Heating of the enclosed porch must be electrical or propane. Kerosene or gasoline heating is not permitted.

**SECTION 11. Propane Gas**

The installation of tanks other than propane gas for fireplaces, generators, or cooking is prohibited. All tanks are to be installed at the unit owner's expense. The installation of gas with underground tanks requires completion of the Permissive Use Agreement, prior review by the Board, and approval of the Architectural Committee.

**SECTION 12. Roof Alterations**

No alterations may be made to the roof without prior approval of the Architectural Committee. Owners are responsible for the cost of alterations and maintenance. Any leakage due to roof alterations, including installation of skylights and/or sky tunnels, must be repaired at the owner's expense.

**ARTICLE V**

**BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

**SECTION 1. Number.**

The affairs of this Association shall be managed by a board of five (5), seven (7), or nine (9) Directors who shall be members of the Association.

**SECTION 2. Election.**

At each annual meeting the members shall elect three (3) Directors for a term of three (3) years and thereafter until their successors are elected and qualified.

**SECTION 3. Removal of Board Members.**

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, 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 in the capacity of Director. 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 unanimous written approval, e-vote or unanimous

approval by telephone poll confirmed in writing of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## **ARTICLE VI MEETING OF DIRECTORS**

### **SECTION 1. Regular Meetings.**

Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. 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 (2) Directors, after not less than three (3) 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.

## **ARTICLE VII NOMINATION AND ELECTION OF DIRECTORS**

### **SECTION 1. 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 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 and announced to the members at least three (3) months prior to each annual meeting of the members, and will serve until the close of the next 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 member or non-members of the board.

### **SECTION 2. Election.**

Election to the Board of Directors may be by secret written ballot if there are more nominees than there are open positions. At such election the members or their proxies may cast, in respect to each vacancy, one (1) vote per membership and only one (1) membership per owner. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. If no more are nominated than there are offices to be filled, the chairman may instruct the Secretary to cast the ballot of all members for the nominees.

**ARTICLE VIII**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**SECTION 1. Powers.**

The Board of Directors shall have power:

1. To adopt and publish rules and regulations governing the use of the Common Area and facilities.
2. To exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.
3. To 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, except in cases of illness or acceptable excuse by the Board, and
4. To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

**SECTION 2. Duties.**

It shall be the duty of the Board of Directors:

1. To 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 one-fourth (1/4) of the members who are entitled to vote.
2. To supervise all officers, agents, employees, and contractors of this Association, and to see that their duties are properly performed.
3. As more fully provided herein and in the Declaration:
  - a. to fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of effective date of each annual assessment period, as hereinafter provided in Article XII: and
  - b. to Send notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period or announce same at annual meeting, if no change is contemplated.
  - c. to procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association.
4. To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
5. To cause the Common Area to be maintained.

6. To cause the exterior of the dwellings to be maintained as provided in the Declaration; the interpretation of which is defined as follows. That the Association shall provide exterior maintenance upon the living units which are subject to assessment as follows: Paint, repair, replace and care for roofs, gutters, downspouts, shutters and exterior wooden surfaces and including plastic siding (but excepting wood edging around green thumb area). However, all plumbing, electrical cables, wiring and fixtures, heating and air conditioning units, including ducts above and below ground, masonry, chimneys, carpentry, interior wall repairs and repair or replacement of windows, screens or doors with respect to any individual unit shall be made by such unit owner, at owner's expense, except as covered by owner's insurance.
7. The Village Green Association will pay the cost of all sewer problems which occur between the clean-out opening and the city sewer line. All expenses from the clean-out opening to the home will accrue to the owner. Each unit must have a clean-out opening to qualify for this financial protection. All work must be authorized by the Utility Committee.
8. The Village Green Association will be responsible for exterior electric wiring and its maintenance in common areas of the Green that are not the responsibility of the local company supplying commercial power to The Village Green. All work must be authorized by the Common Area and Facilities Committee. All such repairs and replacements which are visible from the exterior of a unit shall be identical or as close as possible to the original items unless otherwise approved by the Architectural Committee, to maintain a harmonious appearance with all other individual units in the area. Exterior additions to the property may be made by the Architectural Committee to promote the safety of the owners and guests and the protection of property. In the event an owner fails properly to maintain or repair his unit, the Association, at the discretion of the Board of Directors, may make such repairs as the Board may deem necessary, and the costs thereof shall be assessed against such defaulting unit owner. The Association shall have a lien against a unit for the cost of any repairs it shall make thereto, plus the interest at the rate of one (1%) percent per month and reasonable attorney's fees incurred in the collection thereof.
9. To cause the Lots to be maintained.
10. To cause appurtenances to be maintained.

**ARTICLE IX  
COMMITTEES**

**SECTION 1.** The Directors shall appoint standing committees as follows:

- Architectural Committee
- Common Area and Facilities Committee
- Communications Committee.



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- Document Oversight Committee
- Financial Committee.
- Security and Compliance.

The Board shall cause job descriptions to be written for each of these committees, which may be altered or amended, from time to time, to conform to changing needs and requirements.

**SECTION 2.** The Board of Directors may appoint other committees, from time to time, as the need arises, either on a permanent basis or ad interim basis, and shall name a Nominating Committee as provided elsewhere in these By-Laws.

**SECTION 3.** It shall be the duty of each committee to receive complaints and other information from members on any matter involving Association functions, duties and activities, within its field of responsibility. It shall dispose of such business in such a way as it deems appropriate or refer the same to such other committee, the Board of Directors, or officers of the Association, insofar as they would be further concerned with the matter presented.

### ARTICLE X MEETING OF MEMBERS

#### **SECTION 1. Annual Meetings.**

The annual meeting of the members shall be held within three months following the close of the fiscal year. The exact time, date and place of the meeting shall be determined by the Board of Directors.

#### **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 one-fourth ( $\frac{1}{4}$ ) of the members.

#### **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 to each member entitled to vote there at, 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 special meeting, the purpose of the meeting.

#### **SECTION 4. Quorum.**

The presence at the meeting of members entitled to cast and/or of proxies entitled to cast fifty (50%) percent of the votes of 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, any member or members present 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 represented.

**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 XI  
OFFICERS AND THEIR DUTIES**

**SECTION 1. Enumeration of Offices.**

The officers of this 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 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 shall sooner resign, or shall be removed, or otherwise disqualified to serve and the election and proper qualifications of his successor shall be a function of the Board.

**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 the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**SECTION 6. Vacancies.**

A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

**SECTION 7. 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 except in the case of special offices created pursuant to Section 4 of this Article.

**SECTION 8. Duties.**

The duties of the officers are as follows:

PRESIDENT

The President shall preside at all meetings of the Board of Directors and all meetings of the members; shall see that the orders and resolutions of the Board are carried out; shall sign all mortgages, deeds and other written instruments and shall co-sign any note evidencing indebtedness of the Association which has been approved by the Board of Directors.

VICE-PRESIDENT

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

SECRETARY

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the members; keep appropriate current records showing the member of the Association together with their address, and shall perform such other duties as required by the Board.

TREASURER

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse funds for items in accordance with the annual budget. Any expenditures for items not included in the annual budget shall be made only at the direction of the Board of Directors. The Treasurer shall prepare a statement of receipts and disbursements in a budget for the fiscal year to be delivered to the members of the Association at the annual meeting, and a statement of receipts and disbursements, current, for the Treasurer's report at each monthly meeting of the Board of Directors.

Additional responsibilities of the Treasurer: audits and maintains 55+ Verification, keeps confidential records in HOA Board's safety deposit box, maintains a current list of roof and siding replacement schedule, maintains a list of HOA fees per unit, deposits \$1,500.00 into capital reserve account upon the sale/transfer of ownership of any unit.

OTHER

Any Second Vice-President, Assistant Secretary or Assistant Treasurer, respectively, in the event or other need shall act for and in the same manner as the Vice-President, Secretary, and Treasurer.

**ARTICLE XII  
ASSESSMENTS**

**SECTION 1. Creation of the Lien and Personal Obligation of Assessments.**

By the Declaration each member is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements (3) fees for noncompliance or return check fees. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in title as a personal obligation unless expressly assumed by them, regardless of the fact that it is a lien on the property purchased.

**SECTION 2. Purpose of Assessments.**

The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area. All maintenance and repairs and replacements of exterior of home shall be as shown in Declaration and as defined under Article VIII, Section 2 of the By-Laws, excepting to the extent that same is necessitated by the negligence, misuse or neglect of a Home Owner, in which case such expense shall be charged to such Home Owner.

**SECTION 3. Basis and Maximum of Annual Assessments.**

The maximum annual assessment shall be Five Thousand \$5000.00 Dollars per lot. After consideration of the current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at the annual meeting or at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the annual or special meeting setting forth the purpose for which the special assessment will be considered.

**SECTION 5. Violation of Rules.**

The violation of a provision of the Declaration, bylaws or the rules and regulations by an Owner or his or her invitees shall subject the Owner, subject to the North Carolina Planned Community

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Act and after notice and opportunity to be heard to imposition of reasonable fines or suspension of privileges or services provided by the Association (except rights of access to lots) for reasonable periods for violations of the Declaration, bylaws or rules and regulations of the Association.

Any non-compliance of the Covenants, By-laws and/or Homeowners' Manual may incur a fine imposed by the Board. The owner will be notified in writing of the violation and the fine terms. The owner will be given an opportunity to remedy the situation. Failure to resolve the non-compliance may result in incremental increases of the fine until the violation is resolved.

### **SECTION 6. Uniform Rate.**

Both annual and special assessments must be fixed at a uniform rate for each type of Unit for all lots and may be collected on a monthly basis.

### **SECTION 7. Quorum for Any Action Authorized Under Sections 3 and 4.**

At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

### **SECTION 8. Date of Commencement of Assessments and Maintenance Fees. Due Dates.**

All assessments and maintenance fees shall be due and payable the first day of the first month following the effective date thereof following the beginning of each new fiscal year.

### **SECTION 9. Effect of Non-Payment of Assessments: Remedies of the Association.**

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve (12%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, and interest, costs, late payment charges and reasonable attorney's fees of any such action shall be added to the amount of such assessment. 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.

### **SECTION 10. Subordination of the Lien to Mortgages.**

The Lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**SECTION 11. Exempt Property.**

The following property subject to the Declaration shall be exempt from the assessments created therein: (a) all properties dedicated to and accepted by a local public authority, (b) the Common Area and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

**ARTICLE XIII  
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws 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 XIV  
CORPORATE SEAL**

The Association shall have as its corporate seal, the following, to wit: Two concentric circles bearing the name of the Association, and in the center the words “Corporate Seal – North Carolina” and the year in which incorporated.

**ARTICLE XV  
AMENDMENTS**

**SECTION 1.** Any portion or all of these Bylaws may be amended from time to time by a four fifth (4/5) vote of a quorum of the members of the Board of Directors after thirty (30) days written notice of the proposed change.

**SECTION 2.** The Rules and Regulations outlined in the “Homeowners Manual” are an integral part of these Bylaws.

**SECTION 3.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XVI  
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of November and end on the 31st day of October of every year.

ARTICLE XVII  
AUDIT

Upon annual request of one-fourth (1/4) or more of the members, the Finance Committee shall cause an audit of the Association books to be made by a public accountant at the completion of the fiscal year for which the request is made; or such audit shall be made upon request by resolution of the Board of Directors.

IN WITNESS WHEREOF, we, being all of the Directors for the Village Green Association of Southern Pines, Inc. have hereunto set our hands and seals this 10 day of December, 2022.

- 1. R
- 2. Robert B. Higgins
- 3. Siiga Fields
- 4. John W. ...
- 5. Robert H. Shankle
- 6. Nancy Andrews
- 7. Debra Backus
- 8. Quint Sutt
- 9. \_\_\_\_\_

CERTIFICATION

I, the undersigned, do hereby certify: THAT I am duly elected and acting Secretary of The Village Green Association of Southern Pines, Inc. A North Carolina corporation and, THAT, the foregoing By-Laws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, and held on the 10th day of December, 2022.

Debra J. Backus Secretary



**CHANGES FOR 2023 BY-LAWS  
12-10-22**

**ARTICLE IV**

**SECTION 1 Air Conditioning Units (p. 2)**

No new installation of window or through-the-wall air conditioners will be allowed after December 2022. Existing AC units will be allowed to remain as long as they are functional. If an existing AC unit becomes inoperable, it must be removed and cannot be replaced by a new AC unit. Upon sale of the dwelling, the AC must be removed; all incurred expenses are the responsibility of the owner. This does not apply to the combined AC/heat units that service an enclosed porch area.

**SECTION 2 Awnings (p. 2)**

Awning may only be installed at the rear door of units (parking side). They must be prior approved by the Architectural Committee.

The standardized requirements are as follows:

- Traditional style (i.e., Unit #40 and #38)
- Standard Size 51" w x15" drop x 42" projection
- Black ONLY, dyed canvas
- Frame 1" x 1" and 1" x2" aluminum tubing with applicable joints welded.
- Framing black to coordinate with the fabric color

**SECTION 3 Use of Common Area (p.3)**

4. Owners may not place statues or similar decorative items in the common area. No more than two (2) planters (under three feet) are allowed on rear walkways provided they are constantly maintained. Any planter in a neglected state must be removed.

5. The Greens are for the use of homeowners and their accompanied guests, only. For large groups which includes invited non-residents, and is not an HOA sponsored event, the Board has adopted Guidelines for Usage of the Greens by Residents. These are available on the Village Green Association of Southern Pines, Inc. website [www.thevillagegreensp.com](http://www.thevillagegreensp.com) or by contacting the Communications Committee Chair.

**SECTION 4 Generators (p. 3)**

Requests for installation of generators must be submitted the HOA Board showing details of placement, location of in-ground propane tank, name of certified/licensed contractor and copy of contractor's insurance. A fence, matching others at Village Green, must screen any installation approved. Only propane generators will be allowed and consideration must be given to noise disturbance of neighbors.

**SECTION 6 Handicapped Access (p. 4)**

The HOA will consider reasonable accommodations for handicapped access to units. Any alterations to the exterior of the unit or Common Area must be submitted to the Board in writing and have prior approval. Alterations may not be permanent and must be removed prior to unit



being sold. Alterations are at owner's expense. The HOA Board will determine what is reasonable.

**SECTION 7 Keys and Right of Entry (p. 4)**

It is the responsibility of the owner to provide updated emergency contact information and working keys for entry.

**SECTION 8 Parking (p. 4)**

Residents should park their cars as close as possible to the area leading to the rear door of their home rather than (1) in spaces allotted to Guest Parking or (2) in spaces used by other residents. Parking of vehicles shall be accomplished in a proper manner and shall preclude parking in such a manner as to usurp a homeowner's regular parking spaces. Compliance by all homeowners is requested. Residents are limited to two (2) vehicles per unit.

Mechanical repairs on all vehicles are not allowed within the perimeter of Village Green.

Residents should see that their guests park either in the Guest Parking area closest to their home or in extra spaces normally not used by residents. Parking is permitted only on paved areas, never on the pine straw or grass.

Trailers, campers, work vehicles, motorcycles, boats and the like of owners and visitors may not be parked within the confines of Village Green overnight unless prior approved by Board.

**SECTION 9 Pets (p. 4)**

Pets are restricted to cats and dogs. Dogs must be on a leash at all times when outside the home. An exception is allowed when small groups of residents are socializing, the owner is present and the dog is directly supervised. Any concern or complaint about a particular dog's behavior by other residents may void this exception.

Dogs must be curbed away from walks and grass area, and the waste must be picked up, **including across the perimeter road.** Pets may **NOT** be tied outside the home unattended. Residents are limited to one dog (prefer under 30 pounds) OR two (2) cats OR one dog and one cat permitted to any unit. Residents are responsible for any damage or injury caused by their pet or visiting pet. The Village Green does comply with the Federal Laws regarding qualified assistance dogs.

No fostering of animals or boarding of pets is allowed.

**SECTION 10 Porches (p.5)**

- Heating of the enclosed porch must be electrical or propane. Kerosene or gasoline heating is not permitted.

**SECTION 11 Propane Gas (p. 5)**

The installation of tanks other than propane gas for fireplaces, generators, or cooking is prohibited. All tanks are to be installed at the unit owner's expense. The installation of gas with

underground tanks requires completion of the Permissive Use Agreement, prior review by the Board, and approval of the Architectural Committee.

**SECTION 12. Roof Alterations (p. 5)**

No alterations may be made to the roof without prior approval of the Architectural Committee. Owners are responsible for the cost of alterations and maintenance. Any leakage due to roof alterations, including installation of skylights and/or sky tunnels, must be repaired at the owner's expense.

**ARTICLE XI**

**SECTION 8 Treasurer (p. 11)**

Additional responsibilities of the Treasurer: audits and maintains 55+ Verification, keeps confidential records in HOA Board's safety deposit box, maintains a current list of roof and siding replacement schedule, maintains a list of HOA fees per unit, deposits \$1,500.00 into capital reserve account upon the sale/transfer of ownership of any unit.

**ARTICLE XII**

**SECTION 5 Violation of Rules (p. 13)**

Any non-compliance of the Covenants, By-laws and/or Homeowners' Manual may incur a fine imposed by the Board. The owner will be notified in writing of the violation and the fine terms. The owner will be given an opportunity to remedy the situation. Failure to resolve the non-compliance may result in incremental increases of the fine until the violation is resolved.