

# Crooked Creek Covenants



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# HISTORY OF OUR RESTRICTIVE COVENANTS

We have to thank the founders of our Crooked Creek subdivision for their wisdom and foresight in creating such a remarkable set of covenants. Although now 40 years old, they are in reality only slightly changed from the original version which focused so strongly on the key matters of how to be good neighbors to one another. In the event neighborhood disputes should arise concerning matters addressed by the covenants, guidelines for their resolution have been created and are presented in the back of our annual directory. The Board of Directors will assist in an incremental process to achieve satisfactory resolution of problems.

The restrictive covenants were initially formalized on December 9, 1968. Several additions were made to the covenants over the years as outlined in the itemized Chronology, but none affecting the original restrictions were introduced until the one executed on February 9, 1987 which added the prohibition of television satellite receiving antennas. Two subsequent amendments resulted in relaxing this restriction but now limit their maximum size. The original document and the changes were registered and recorded in the Henderson County Register Deeds Office, (see Chronology for specific locations). Other amendments were introduced and approved in subsequent years. The last two (Paragraphs 7 and 19), one dealing with fencing and the other which established the maximum size for satellite TV antennas, were approved in 2002. A consolidation of the original covenants and the amendments through 2002 is contained in Appendix D.

The restrictive covenants provide all property owners in the subdivision with a contractual agreement on what each member of our community will or will not do on and with their property for the mutual benefit of all members of our community.

Without such a document we would be free to do almost anything that pleased us as individuals but this most certainly would lead to the aggravation and annoyance of many neighbors. Although each of us might wish to take exceptions to some of the restrictions, we have, by virtue of our accepting a deed to property here, agreed to abide by all of the restrictive covenants in the interest of harmonious community relationships with common goals in everyday living and growth.

**CROOKED CREEK SUBDIVISION**  
*(As Amended Through March 12, 2009)*

**RESTRICTIVE COVENANTS** *(Consolidated)*

Crail Valley Corporation does hereby declare, promise, covenant, and agree on behalf of itself and all purchasers, their heirs and assigns, of lots in Crail Valley Corporation, Section I as shown on plat recorded in Plat Book 8, page 57, Henderson County Registry, that for the greater benefit and help of lot owners and to protect the value of structures erected on these lots, the subdivision shall be subject to the following restrictions and limitations:

**Lot Usage**

1. Said lots shall be used for residential purposes only, and shall not be used for any business or commercial purposes.

**Residential Description**

2. Said lots in the said “Crooked Creek, Section I” shall be residential lots, and no structure shall be erected altered placed or permitted to remain on any of said lots except one detached single family dwelling of not more than two and one half stories in height, with or without a carport, and a private garage if desired for not more than three cars and other out-buildings in the rear of the dwelling house which may be incidental to normal residential use in subdivisions of similar category.

**Dwelling Parameters**

3. No dwelling shall be erected on any of the said lots which shall have a value at time of erection of less than One Hundred Twenty-One Thousand Dollars (\$121,000.00) or contain a heated-area living space of less than 1,700 square feet, of which not less than 1,200 square feet shall be on the first or ground floor. Heated-area living space shall mean the ordinary living space in a house which is designed and constructed so as to be capable of being heated for regular living use in cold weather. In the computation of floor space, furnace room areas, garages, and porches shall not be counted.

**Set-backs**

4. Set-backs must comply with existing Henderson County Zoning Ordinance as the same exists or as hereafter amended.

**Easements and Utilities**

5. There are reserved in Crail Valley Corporation easements as described below for installation of drainage facilities and installation, replacement, and maintenance of utility lines including pipelines, as shown on the recorded plat of this subdivision, and additions thereto, and in addition thereto for a distance of ten (10) feet along all interior lot lines, said ten (10) foot

easements being five (5) feet on each side of each interior lot line, provided that if at the time of the initial conveyance of any lot or lots of said subdivision there shall be a change in the size or shape of any building lot by adding a strip of land to a lot or by deleting a strip of land from a lot, the ten (10) foot easement herein reserved shall be five (5) feet on each side of the interior lot line of the lot as initially conveyed by Crail Valley Corporation. Easements for installation and maintenance of utilities are reserved over the rear five (5) feet of each lot. All areas indicated as streets and easements on said plats are hereby dedicated to public use for such uses forever.

## **Exterior Structures**

6. No structure may be constructed with an exterior wall finish of material of concrete or cinder block type construction nor be finished in asbestos siding shingles. No building of any kind shall be moved from any other place onto any of the said lots or from one lot onto another lot within this subdivision.

## **Fences, Walls, and Signs**

7. Fences, walls and signs may be erected or placed on lots provided:

1. No fence or wall over four (4) feet high, excluding columns or posts, shall be erected or maintained on the property beyond the front building set back lines.
2. No metal fences of the type described and known as “chain link” fences may be constructed, nor permitted to remain, within forty (40) feet of any street within this subdivision.
3. No sign other than the name and address of the owner or occupant and a single “For Sale” or “For Rent” sign shall be displayed on the property. A single additional sign may be erected on lots which adjoin the golf course, which sign should face the golf course
4. Additional signs of a regulatory nature may be erected on a lot after permission has first been obtained from the Crooked Creek Property Owners Association’s Board of Directors.

## **Animals and Poultry**

8. No animals or poultry of any kind, except household pets, may be kept on the premises; no trailers, tents, shacks, or other temporary structures may, at any time, be used as a residence; neither shall any use be made of the premises that would be offensive or obnoxious to the adjacent property. Any trailers or portable “camping equipment” parked or stored on the property on any lot must be kept within an enclosed garage or fenced utility yard and must not be visible from the adjacent property.

## **Restrictions Enforcement**

9. It is understood and agreed that these restrictions are made for the mutual benefit of Crail Valley Corporation and any and all subsequent grantees, and all such parties shall be deemed to have a vested interest in these restrictions and the right to enforce same. The failure to enforce shall in no way be deemed a waiver of the right to do so.

## **Trash and Garbage**

10. Each improved lot owner shall provide receptacles for trash and garbage in a screened area not generally visible from adjacent properties or shall provide underground receptacles. No trash may be piled on the lawn, streets, or gutter areas and allowed to remain more than twenty-four (24) hours before pickup.

## **Noxious or Offensive Activity**

11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No unsanitary condition prejudicial to the public health shall be permitted. All sewage shall be disposed of by septic tanks approved of by the State Board of Health until such time as a regular sewage system becomes available. No liquid waste of any description shall be drained, dumped, or disposed of in any way into open ditches or watercourses.

## **Division of Lots**

12. No lot shall be divided, nor shall any portion less than the whole of any one lot be sold or conveyed, provided that any lot may be subdivided into two or more portions, which portions shall be owned by the respective owners of the lots adjoining on each side so as to become parts thereof.

## **Subdivision Utilities**

13. Crail Valley Corporation and its successors in title may devote any lot or portion thereof, not already sold, for any constructions and uses which it, in its discretion, deems necessary in order to provide the subdivision with utilities.

## **Voting on Modification of Covenants**

14. It is understood and agreed, and subsequent grantees expressly agree by acceptance of the deed conveying any lot within this subdivision, that any portion of the restrictive covenants may be released, changed, modified or amended by a majority vote of the then property owners of this subdivision, including any additions thereto. Each lot owner, including Crail Valley Corporation, shall have one vote for each and every lot then owned by that lot owner within this subdivision, and within any additional section hereinafter added to this subdivision. The written and recorded modifications of these restrictions, signed by owners of a majority of the lots in the subdivision shall be sufficient to constitute an amendment of these restrictions without notification to any person or persons.

## **Invalidation of Covenants**

15. The invalidation of any one or more or any part of any one or more of the covenants and conditions set forth herein shall not affect or invalidate the remaining covenants or portions thereof.

## Registered Agent

16. All papers and instruments hereinafter provided for to be submitted to Crail Valley Corporation shall be delivered personally or by registered mail to Crail Valley Corporation, c/o Mr. Don Broadwell, Box 3587, Fayetteville, North Carolina.

## Restrictions Apply to Section I

17. These restrictions apply only to Section 1 of this subdivision, In the event Crail Valley Corporation chooses to do so, it may subject additional property, adjacent to the property described in Section 1 of Crail Valley Corporation, to the same restrictions as are imposed upon this Section 1. A recorded instrument indicating this intention making reference to said additional plat, properly executed by Crail Valley Corporation shall be sufficient to accomplish this.

## Lake and Park

18. There is located adjacent to the property shown on the recorded plat Crooked Creek Section 1, which plat is recorded in Plat Book 8 at Page 57, Henderson County Registry, a **Lake** and a **Park**, the said lake and park being within a single outside perimeter and described as follows:

BEGINNING at a stake in the easternmost corner of Lot 53, Section 1, of the Crooked Creek Subdivision as shown on plat recorded in Plat Book 8, Page 57, Henderson County Registry; thence with the golf course line, South 29 deg. 36 min. East, 290.64 feet to a stake; thence continuing with the golf course line South 09 deg. 49 min. West, 459.89 feet to a point; thence North 63 deg. 56 min. West, 481.39 feet to a stake in the eastern right of way margin of Crooked Creek Road; thence crossing the road, North 47 deg. 33 min. West, 65.09 feet to a stake in the western right of way margin of Crooked Creek

Road; thence with a line above the high water line of the lake as follows: North 51 deg. 31 min. West, 305.29 feet; North 39 deg. 47 min. West, 71.24 feet; North 45 deg. 17 min. West, 65.76 feet; North 74 deg. 24 min. West, 127.27 feet; North 70 deg. 13 min. West, 143.19 feet; North 71 deg. 12 min. West, 193.69 feet; North 82 deg. 13 min. West, 122.13 feet; North 71 deg. 13 min. West, 157.31 feet; North 67 deg. 16 min. West, 114.58 feet; North 21 deg. 27 min. West, 112.62 feet; North 03 deg. 52 mm East, 72.36 feet; South 44 deg. 44 min. East, 92.82 feet; South 53 deg. 04 min. East, 85.71 feet; North 66 deg. 56 min. East, 138.06 feet; North 88 deg. 10 min. East, 210. 06 feet; North 84 deg. 41 min. East 106.42 feet; North 72 deg. 32 min. East, 81.94 feet; North 35 deg. 10 min. East, 79.84 feet; North 13 deg. 38 min. West, 190. 07 feet to a stake in the Southeastern right of way margin of a 60 foot street, said stake being the westernmost corner of Lot 98, "Crooked Creek", Section 1; thence with the various lines of Lots 98, 99, 100, and 101 of "Crooked Creek", Section 1 as follows: South 40 deg. 52 min. East, 101.48 feet; South 35 deg. 08 min. East, 61.64 feet; South 34 deg. 53 min. East, 176.30 feet; South 36 deg. 38 min. East, 64.58 feet; South 53 deg. 38 min. East, 86.39 feet; South 51 deg. 26 min. East, 101.50 feet; South 78 deg. 55 min. East, 94.32 feet; North 69 deg. 50 min. East, 101.76 feet; North 38 deg. 56 min. East, 106.77 feet to a stake in the western right of way margin

of Crooked Creek Road, said stake being the easternmost corner of Lot 101; thence crossing Crooked Creek Road, South 28 deg. 20 min. East, 207.88 feet to a stake in the eastern right of way margin of Crooked Creek Road at the southwest corner of Lot 53; thence with the southern line of Lot 53, North 84 deg. 30 min. East, 200 feet to the BEGINNING.

This lake and park shall be available for use by each and every lot owner of a lot in this subdivision, whether within a section shown on the presently recorded plat or whether a lot within a section of Crooked Creek shown on a plat to be recorded hereafter, subject to the following restrictions, which restrictions shall be enforced by the lot owners of this subdivision in the same manner as is above provided:

A. No building shall be constructed on the lake or on the park other than one building to be constructed on the park for the purpose of storage of maintenance or recreational equipment, provided that this building shall not be constructed without the prior approval of plans and specifications by Crail Valley Corporation or its successor and such approval which shall be in writing, shall apply to location of such building within the park.

B. The construction of one dock or landing per property owner on the shoreline of the lake shall be permitted only in accordance with the following constraints and guidelines:

1. prior to the construction of any new dock, the property owner must obtain all necessary permits as required by Henderson County or the State of N.C.
2. the size (surface square footage of dock space over the water) shall be no greater than twenty-five square feet,
3. a maximum of four supporting posts will be allowed in the lake bed,
4. no roofs, walls or overhead structures will be allowed as part of the dock,
5. the color of the dock must be natural wood-like color,
6. the dock owner at his/her expense must remove the dock immediately upon notification by the CCPOA Board that the lake is being dredged and/or repaired if the dock will interfere in any way with the lake repairs, and
7. prior to the construction or replacement of a dock, the property owner must submit a plan/design to the CCPOA Board for approval.

The CCPOA Board may not withhold approval for the construction or approval of a dock if the proposed design of the dock meets the constraints and guidelines specified above. All docks that exist on the lake as of February 15, 2009, can remain as they are, however they will be subject to constraints (6) and (7) as described above. The CCPOA is empowered to take any steps it deems necessary to remove, at the property owner's expense, any dock that is constructed or replaced after February 15, 2009, that fails to comply with the constraints and guidelines specified above. With the exception of swings and other recreational equipment for children in the park, and a possible future privately funded community dock or gazebo on the lake, no other structures shall be constructed in the park or on the lake.



C. Nothing shall be done around the margins of the lake which shall cause or permit erosion or a weakening of the dam or other margins of the lake.

D. No activity other than fishing or boating by the lot owners (within the limits set out below) shall be permitted on the lake. Canoes, rowboats, and sailboats shall be permitted on the lake. No boat propelled by any motor of any type except electric powered, whether inboard, outboard or otherwise, shall be permitted on this lake.

E. There is reserved to Crail Valley Corporation, or its assigns, the right to use water from the lake for the purposes of irrigation and watering of lawns, greens and fairway.

F. There is reserved to Crail Valley Corporation and its assigns, the right to install utilities across any portion of the park or lake, whether pipes, wires, or otherwise, and to inspect, replace, and maintain.

G. Crail Valley Corporation or their assigns shall have complete control over the water level in the lake and may fluctuate this level or temporarily drain the lake for any purpose it may deem necessary.

### **Satellite Dishes and Antennas**

19. No satellite television receiving antennas commonly known as "satellite dishes" exceeding 24 inches shall be erected, placed or maintained on any dwelling, garage or outbuilding erected on any lot, or portion of a lot or tract, improved or unimproved.

### **Lease Requirements**

20. No person shall permit any dog or cat to be at-large in the Crooked Creek Subdivision at any time. Dogs and cats are at-large when the animal is off the premises of the owner or person who has custody of said dog or cat, and not constrained by a leash or under the immediate control of the owner or the person who has custody of said dog or cat.

### **Vegetation Between Lot and Pavement**

21. No unsightly accumulation of grass, weeds, or undergrowth or unsightly vegetation shall be permitted on any lot or between lot and road pavement.

IN TESTIMONY WHEREOF, Crail Valley Corporation has caused this instrument to be signed in its name by its duly authorized officer and its official seal hereto affixed as the deed of said corporation, all by authority of its Board of Directors duly given, this 9th day of December 1968.

CRAIL VALLEY CORPORATION

BY: s/ Elmer Gooden

Vice President

s/Ikon Broadwell

Secretary

## **The Crooked Creek Property Owners Association Bylaws**

### **History:**

Our original bylaws which reiterated the purposes of our Association were adopted on October 18, 1968. These stipulated that acceptance of a deed to a lot in our subdivision shall cause the grantee in that deed to become a member of this association. In other words, no decision is required on the grantee's part; membership is automatic and not elective. This condition of membership remains unchanged today.

Some changes however were incorporated over the years as our community grew. On May 9, 1973, on December 4, 1974, and on March 31, 2007, amendments were passed which along with other things, clarified the purpose of the Association, the number and terms of the directors, use of proxies and amendment procedures.

On July 21, 1976 an amended version became effective which further modified the number and terms of the board of directors and established that there were to be two "stated" meetings of the Association each year for the purpose of conducting association business.

On January 28, 1981 a newer version of the bylaws became effective. This one clarified the definition of the residential areas of the subdivision to which the Association membership criteria applied. And then in the October 30, 1985 general meeting of the Association, another amendment was introduced and passed which officially changed the Association's name from its original "CRAIL VALLEY HOME OWNERS ASSOCIATION" to the current "CROOKED CREEK PROPERTY OWNERS ASSOCIATION". This change became effective January 1986 and fittingly recognized that the Association was one for all of our property owners, not just home owners, and also adopted the name of "Crooked Creek" by which for many years, the subdivision had become best known.

In the fall meeting on October 25, 1989, amendments were officially passed which clarified special assessment procedures and amplified the consequences for those property owners who might become delinquent in paying their dues and/or special assessments. This edition of the bylaws became effective January of 1990. At the fall meeting in 2006, a new edition of the bylaws were voted on and passed. After acquiring the required signatures, the new edition became effective in March 31, 2007. Along with other changes, three two significant changes were 1) the change in the length of directors term from two years to three years and 2) the option to add 2% per month to unpaid dues, and 3) limitations on the number of proxies any owner may vote. This version of the bylaws is included in the Appendix.

From time to time as needed, further amendments to our bylaws (and to our restrictive covenants) will be put before the Association at our Property Owners meetings for our evaluation, study and ultimately vote. Issues of this nature are always of major concern to all of us and as such your attendance at meetings is requested to enter the discussion and cast your vote. In your absence it is vital that you make your voice heard through your proxy option. Give your proxy to a friend or neighbor who is going to the meeting or give it to one of the Board of Directors.

***"Unity derives from Understanding"***

**Crooked Creek Property Owners Association**  
*(Amended Bylaws Effective March 31, 2007)*

## **BYLAWS**

### **ARTICLE I: NAME**

The name of this corporation shall be CROOKED CREEK PROPERTY OWNERS ASSOCIATION with its principal office located in the Crooked Creek Subdivision in the County of Henderson, North Carolina.

### **ARTICLE II: PURPOSE**

To own, manage, organize and maintain the lake and park or parks on the real estate owned by the corporation; to conduct a fraternal association among the members of the corporation; to promote the social welfare of its members; to facilitate and maintain good and neighborly relations among its members; to encourage proper maintenance of the real estate owned by the members, individually, so as to make more attractive the property owned by the corporation, and homes owned by the individual members.

### **ARTICLE III: MEMBERSHIP**

Membership and conditions of membership in this corporation are as follows:

**Section A:** The owner, whether an individual, partnership, corporation or otherwise, of any lot in that property known as Crail Valley Subdivision, or to be known as Crail Valley Subdivision, or known as Crooked Creek Subdivision, or to be known by any other name, which subdivision is located east of the Kanuga Road in Henderson County, North Carolina, shall automatically be a member of this association.

**Section B:** The delivery of a deed to a lot in said subdivision, and acceptance of such delivery, shall cause the grantee in that deed to become a member of this association.

**Section C:** The period of membership in this corporation shall be for the duration in which said member remains an owner of the lot whereby he acquired membership, provided that execution of a deed of trust on such lot shall not divest the individual owner of ownership to the extent that his membership will be terminated.

**Section D:** Any person, partnership, corporation or other entity shall have one (1) membership for each lot in said subdivision which that party owns, whether one or more, provided that no real estate other than that shown on a plat recorded in Book 462, Page 335 in the office of the Register of Deeds of Henderson County by Crail Valley Corporation, showing subdivision above described, shall be considered in determining membership. Execution of the deed conveying a lot in this subdivision by a member, or divesting his title (whether by foreclosure of the deed of trust, foreclosure for taxes, execution sale, or otherwise) shall constitute the consent and conveyance of this membership in the Association by that member, without further compensation by this corporation for any interest in the assets of this association.

## **ARTICLE IV: DIRECTORS**

There shall be twelve (12) directors of this association whose terms of office shall be for three (3) fiscal years and until their successors have been elected and qualified. Directors shall be members in good standing and residents of the subdivision to qualify.

Four (4) directors will be elected each year from candidates nominated by a nominating committee appointed by the President or by nominations from the floor. The four (4) candidates receiving the greatest number of votes will be elected. At the October meeting in 2007, six (6) directors shall be elected, with four (4) to serve a three (3) year term and two (2) to serve a two (2) year term. At the October meeting in 2008, six (6) directors will be elected, with four (4) to serve a three (3) year term and two (2) to serve a one (1) year term. Thereafter, all directors will serve a three (3) year term.

Vacancies occurring on the Board of Directors shall be filled by the Board. A director so appointed will serve the unexpired term of his predecessor.

## **ARTICLE V: OFFICERS**

Officers of the Association will be selected by and from the carry-over directors and the directors-elect within twenty days after the election of directors has been held, to serve during the ensuing fiscal year. The officers shall consist of a President, Vice-President, Secretary, and Treasurer, provided that the directors may provide for assistants to these officers as the needs of the Association require.

- The President shall be the chief executive officer, preside at all meetings, appoint committees and represent the Association in matters with the community.
- The Vice President shall assist the President in his duties and preside in his absence.
- The Secretary shall keep minutes of all meetings of the Association and the Board of Directors, and shall keep in a safe and orderly manner all documents and correspondence of the Association and make the distribution of minutes and documents as directed by the Board of Directors.
- The Treasurer shall collect all dues and other income of the Association, make disbursements as authorized by the Board of Directors and be accountable for the funds of the Association. The Treasurer shall keep an up-to-date record of the membership in good standing and the number of votes each may exercise. All checks or withdrawals of funds must be signed by either the Treasurer or another officer. Two officers are to sign all checks for amounts over \$2500.

## **ARTICLE VI: MEETINGS**

**Section A.** Meetings of the Membership. Each year there will be two (2) stated meetings of the membership of the Association, all other meetings will be special meetings. One stated meeting will be held in October for the purpose of receiving nominations and electing Directors, and conducting any other business. The other stated meeting will be the Annual Meeting to be held in January at which time officers will be installed and at which time the budget and dues for the next fiscal year will be approved. Robert's Rules of Order will provide guidance for all meetings of the membership. Special meetings may be called by the action of the Board of Directors or by a written request signed by at least ten percent (10%) of the membership in good standing. Such written request shall be presented to the Secretary and shall state the purpose for which the meeting is called. Written notice of all meetings shall be given to all the membership by U.S. Mail or personal delivery at least one (1) week before the meeting is to be held.

A quorum shall consist of at least twenty-five percent (25%) of the memberships in good standing at the time of the meeting provided that the presence of a written proxy shall be considered present in determining if a quorum exists.

**Section B.** Meetings of the Board of Directors. Meetings of the Board of Directors may be called by the President or by any three Directors at any time. A quorum for a Directors meeting shall be seven (7). Robert's Rules shall govern in the conduct of meetings. Directors may not participate by proxy.

## **ARTICLE VII: FINANCES**

Each membership shall pay dues of a specified sum each year to be determined by the Board of Directors and approved by the membership at each annual meeting. Dues may be prorated by quarters for the remaining partial year of a newly acquired membership.

Special assessments may be levied by a majority vote of all memberships represented and entitled to vote at any stated or special meeting of the corporation during which the special assessment is presented for discussion and vote.

Dues are due at the annual meeting in January. Failure to pay dues within sixty (60) days after the due date shall automatically suspend the voting privilege until dues are paid. Any amount unpaid on dues in excess of a period of sixty (60) days from the due date shall bear interest at the rate of 2% per month until paid in full. In addition to the foregoing, if any member shall fail to pay his dues or assessments as the same become due, on the failure of payment of the dues or assessments after thirty (30) days' written notice of such delinquency given by the corporation to such member, the amount of the dues and/or assessment shall become a lien on such member's lot in the subdivision in favor of the corporation, and the corporation shall have the right to proceed thereon in accordance with the provisions of North Carolina General Statute Section 47F-3-116 for the foreclosure and enforcement of liens; or, in the event the corporation shall not record a lien, it shall have the right to commence an in personam action against such member for the collection of the assessments in any court of competent jurisdiction. If a member owns more

**ARTICLE VII: FINANCES (cont'd)**

than one lot, he need pay dues on only one lot to enjoy membership privileges. All books and records of the Association may be inspected by any member or his agent at any reasonable time.

The books and records of the Treasurer shall be audited by a committee appointed by the President prior to the annual meeting and the report made at that meeting. The fiscal year of the Association shall be the same as the calendar year.

**ARTICLE VIII: VOTING**

Each membership in good standing shall be entitled to one (1) vote at any meeting of the association for each lot for which that member has paid dues. Such membership may vote in person or be represented by written proxy. Members may vote by proxy by delivering or having delivered to the Secretary of the Association a written proxy, signed by the member, appointing another member of the Association to exercise the proxy. Each written proxy shall state the name and address of the member, or the lot number(s) represented and the member appointed to exercise the proxy. Proxy forms will be provided with the notice of the meeting. No individual may exercise more than three (3) proxies at any meeting.

**ARTICLE IX: RULES AND REGULATIONS**

The Association shall adopt such rules and regulations as may be necessary to accomplish its purposes. Rules and regulations may be amended or rescinded at any meeting by a majority vote.

**ARTICLE X: AMENDMENTS**

These bylaws may be amended, repealed and new bylaws adopted by affirmative vote of a majority of all memberships entitled to vote under the terms and conditions of the bylaws then existing. Proposals for any changes of bylaws may be initiated by either the Board of Directors or by written request submitted to the Board of Directors signed by at least ten percent (10%) of the membership in good standing. Any proposals for amendments to the Bylaws shall be submitted for vote by the membership at any meeting of the Association, including a meeting specially called to consider such amendment. Copies of these proposals will be sent to each member at least ten (10) days prior to the meeting.

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*The Association, a chartered non-profit corporation in the state of North Carolina has one class of members with voting rights. In accordance with the provisions of the Bylaws effective January 1990, the above-amended Bylaws as presented in its entirety in pages one through four above, was proposed, discussed and approved by a majority of the eligible voting members of the Association in attendance at the Annual meeting held on January 25, 2007. The undersigned, representing a majority of all of the members of the Association, do hereby ratify the above-amended Bylaws to be effective March 31, 2007.*

## **RESPONSIBILITIES of Officers and Committees**

### **OFFICERS**

**PRESIDENT** – Serve as Chief Executive Officer, preside at all meetings, appoint committees and define their responsibilities. Identify overall objectives for committees, establish completion dates for same, and coordinate plans for meeting objectives. Assure that communications with all lot owners are maintained concerning Association actions and activities. Represent the Association in matters with the community. Present the proposed budget and dues for the current fiscal year, for discussion and vote at the January annual meeting. Coordinate the preparation of periodic newsletters for the community.

**VICE PRESIDENT** – Assist the President in his duties. These include but are not limited to preparation and updating of the significant event and required action calendar, committee responsibility definitions and transitioning policies and procedures. Preside in the President's absence. Serve as Chairman of the Budget Committee. Make arrangements for the annual meetings. Organize volunteers to register attendees, give out ballots and voting cards, and count ballots and/or votes. Coordinate any communications for patrol duty with the sheriff's office and for street light repair with Duke Energy.

**SECRETARY** – Keep minutes of all meetings of the Association and the Board of Directors, and keep in a safe and orderly manner all documents and correspondence of the Association, and make the distribution of minutes and documents as directed by the Board of Directors. Publish periodic newsletters throughout the year to keep the community informed on matters, within and or related to the community, of interest to all property owners. Maintain the Association website. Keep and maintain Association owned copier.

**TREASURER** – Collect all dues and other income of the Association, make disbursements as authorized by the Board of Directors and be accountable for the funds of the Association. Keep an up-to-date record of the membership in good standing and the number of votes each may exercise. Sign all checks or withdrawals of funds. Collect incoming mail for the Association and deliver to the President. Notify owners who are delinquent in paying dues. Assist in budget preparation.

## COMMITTEES

**AUDIT** – Audit the books and records of the Treasurer for the preceding fiscal year and present a written report on the audit findings at the annual meeting in January. To be appointed by the president.

**BUDGET** – Establish a proposed annual budget for the Association, for the subsequent fiscal year, with appropriate explanations, for use by the President at the annual meeting in January of the subsequent year. Define special assessment requirements and present these at any stated or special meeting of the Association for discussion and vote. Recommend dues for the next fiscal year to be voted on at the January annual meeting. Chaired by the vice president.

**ENTRANCE** – Maintain, and improve when it is deemed appropriate, the safety and good and attractive appearance of the Crooked Creek Community entrance way from Kanuga Road to the first Crooked Creek properties on each side of Crooked Creek Road. Maintain, and improve as appropriate, the entrance way signs, sprinklers and lights. Install, remove and store Christmas decorations.

**HOSPITALITY** – Provide refreshments for both annual meetings of the Association and any special meetings; plan, make, and coordinate all necessary arrangements for site preparation, food, drink and entertainment for the annual fall get together. Direct planning and preparations for other community actions such as the community garage sale and dinner at Hendersonville Country Club. Keep and display the sign announcing community events when appropriate.

**LAKE**– (Accounts 206 & 207) – Maintain, and improve when it is deemed prudent and appropriate, the safety, utility, and good and attractive appearance of the Association owned lake. Monitor the integrity of the dam, including its ancillaries, in accordance with the policies and procedures of the North Carolina Department of Environment and Natural Resources. Have silt basins cleaned and maintained to prevent silt buildup in lake. Limit undesirable vegetation growth in the lake and maintain a reasonable stock of game fish and vegetation eating carp in the lake. Maintain Association owned docks and drain valve. Monitor condition of lake, dam drain valve overflow pit culvert and cleanout pit and bulkhead and recommend any action needed to the Board. At a frequency of no less than every five years, make a camera based inspection of the drain pipe, complete with a review by an experienced engineer, and store the record with the Association records.

**PARK MAINTENANCE**– (Accounts 203 & 214) Maintain park, and park equipment, in safe, neat and attractive condition. Recommend park modifications and improvements to Board for their approval and action. Assume responsibility for the Association Mowing contract, to include roadsides at entrance, the entire park area, the Crooked Creek Road shoulders at the park and lake. Contract for the trimming of the hedge and dogwood trees along dam and appropriate fertilizing of grassed areas. Obtain bids for above work and present recommendations to board. Arrange with treasurer for payment to contractor(s). Monitor park use and recommend policy changes when warranted. Work with hospitality committee to prepare park for community events.



**COMMITTEES (cont'd):**

**MEMBERSHIP** – Send welcoming letters to all new residents. Make welcoming visits to all new residents, deliver all pertinent documents and introduce them at any Crooked Creek Property Owners Association meeting. Maintain list of service providers.

**ZONING & COVENANTS** – Verify that all lot owners comply with the applicable Henderson County Zoning requirements and Crooked Creek Subdivision restrictive covenants. Notify the President of any violations and recommend corrective actions to him. Keep a log of violations found and corresponding corrective actions taken. Monitor developments within Henderson County and the Subdivision. As changing situations warrant, identify to the Board of Directors suggested modifications to the County Zoning requirements and the Subdivision restrictive covenants.

**NOMINATING** – Identify to the current Board of Directors, prior to sending out the October general meeting announcement, the appropriate number of candidates recommended for addition to the next term of the Board of Directors. Present the recommendations in a written report to the President, and introduce candidates at the October general meeting. Verify that candidates understand the nature of the tasks performed by Board members and the commitment in time and effort that is essential if they are elected to the Board. Appointed by the president

**AD HOC** – At any time the board of directors may enlist the voluntary services of any association members to form a temporary committee to assist the board in the execution of special tasks. Such committees serve at the pleasure of the board, accept task assignments from and report progress to the responsible standing committee chairperson or designee. Ad hoc committees have no official standing and their activities are reported to the community at large through normal board of director communications.

**DATA, DOCUMENTS & HISTORY** – Develop, compile, maintain up to date, and make available to the Board of Directors and their committees, computer-based and/or aided data files to facilitate and make more accurate and efficient the fulfillment of the Association’s corporate responsibilities. The files should include, but not be limited to, the directory of residents; identification and addresses of all lot owners, copies of key legal documents and or identification of their location in the Register of Deeds office, corporate bylaws, subdivision restrictive covenants, rules, regulations, practices and policies, maps, historical records, (e.g. past board members and annual dues), budget and special assessment analyses and comparisons, calendars of significant events and required actions. Provide list of eligible voters for use at all Association meetings. Have the annual association directory printed and delivered to the appropriate board member for distribution.

***“All Board Members Should Monitor Our Community Appearance and Image at All Times”***

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## NOTES

The following comments are not part of the consolidated covenants but are included here to provide a short history of their evolution.

- 1) The above consolidation is a typed copy of the original restrictive covenants as modified by amendments approved over the years from the origination in December of 1968 through October of 2002.
- 2) Execution of the original document, containing 18 numbered restrictions and limitations, occurred on the 9th of December, 1968. It was presented for registration and recording at the Henderson County Register of Deeds Office on the 12th day of December, 1968, in Book 462 at Page 360.
- 3) Execution of the amendment adding paragraph 19 was completed on 9 February, 1987, and presented for registration and recording at the Henderson County Register of Deeds Office on the 6th of July, 1987 in Book 701 at Page 569.
- 4) The amendment adding paragraph 20 was voted upon favorably by a majority of the property owners at the January 24, 1990 Annual Meeting. Formal execution of the amendment was completed on March 13, 1990, and presented for registration at the Henderson County Register of Deeds Office on the 30th day of March, 1990, in Book 753 at Page 859.
- 5) On the 5th of October 1994, at the annual October Meeting of the Association, proposed amendments to paragraphs 3, 4, 7 and 19, and the addition of paragraph 21 were approved by a majority of the property owners. Execution of the amending document was completed and presented for registering and recording at the Henderson County Register of Deeds Office on the 6th day of December 1994, in Book 858 at Page 721.
- 6) The amendment modifying paragraphs 7 and 19 a second time was voted upon favorably by a majority of the property owners at the January 21, 2002, Annual Meeting. Formal execution of the amendment was completed and presented for registration at the Henderson County Register of Deeds Office on the 4th day of October, 2002, in Book 1114 at Page 571.
- 7) Three other covenant instruments were executed between February 15th, 1971, and December 14th, 1973, (these are documented in the “Crooked Creek Chronology”). Each brought another section of the Subdivision under the protective cloak of the original restrictive covenants. A deed for what is known as Section V, was recorded December 28th, 1979, in Book 584 at Page 691, and subjected Section V to the same restrictive covenants applicable to the originally described subdivision tract. Although execution of such documents did not continue, it is the legal community’s conclusion that all sections of the Crooked Creek Subdivision, including sections VI and VII, are subject to all of the restrictions and limitations listed in the above consolidation. Title opinions rendered for all lots in these last two sections reflect this judgment.
- 8) Execution of the amendment Appendix C section 18 (B) was completed on March 12, 2009 and presented for registration and recording at the Henderson County of Deeds Office on the 13th of March, 2009 in Book 1389 beginning on Page 513.