



**BYLAWS OF THE WILDES AT CHUNNS COVE PROPERTY OWNERS'
ASSOCIATION, INC., A NORTH CAROLINA NON-PROFIT CORPORATION**

**ARTICLE I
Identity**

These are the Bylaws of THE WILDES AT CHUNNS COVE PROPERTY OWNERS' ASSOCIATION, INC., a North Carolina non-profit corporation, (the "Association"). For purposes of these bylaws, terms specifically defined either in the Declaration of Terms, Conditions, Restrictions and Protective Covenants for The Wildes at Chunns Cove and amendments thereto (the "Restrictions") or the North Carolina Nonprofit Corporation Act, Chapter 55 A, North Carolina General Statutes (the "Non-Profit Act"), shall have the same meaning herein. Unless the Restrictions or Bylaws expressly provide otherwise, the procedures and substantive matters governing the Association can be determined by reference to the North Carolina Planned Community Act, (the "Community Act"). The Association is subject to the North Carolina Planned Community Act Chapter 47F.

**ARTICLE II
Definitions**

- 2.1. "Common Element" shall mean all real property not designated as a Lot.
- 2.2 "Lot" shall mean and refer to any plot of land designated by number shown upon any recorded subdivision map of the Properties.
- 2.3 "Owner" shall mean and refer to the owner or owners as shown by the real estate records in the Office of the Register of Deeds of Buncombe County, North Carolina, of fee simple title to any Lot situated within The Wildes at Chunns Cove.
- 2.4. "The Board of Directors of the Association" shall be referred to as the Board.

**ARTICLE III
Qualifications and Responsibilities of Members**

- 3.1. **Members.** Every Lot owner within The Wildes at Chunns Cove shall be a Member of the Association, and shall remain a Member until he/she ceases to be a Lot Owner.
- 3.2. **More Than One Owner.** When there is more than one owner of a Lot, all such persons shall be members of the Association.

3.3. **Registration.** It shall be the duty of each Lot Owner to register his/her name and his/her mailing address, phone number, e-mail address, fax number and signature with the Secretary of the Association. If a Lot owner does not so register, the Association shall be under no obligation to recognize his/her privileges of being a Member. In addition, a Lot owner shall register with the Secretary the name and mailing address of any applicable person, firm or company holding a note secured by a first deed of trust lien on that Lot (the "First Mortgage").

3.4. **Signature.** All lot owners will register his/her signature with the Secretary of the Association.

3.5. **Prohibition of Assignment.** The interest of a member in the Association assets cannot be transferred or encumbered except as an appurtenance to his/her Lot

ARTICLE IV **Members' Meetings and Voting**

4.1 **Place.** Meetings of the members shall be held at such place within The Wildes at Chunns Cove or within Buncombe County, North Carolina, as may be designated from time to time by the Board.

4.2 **Annual Meeting.** The Members shall meet at least once each year in July, the day being specified in the notice of such meeting given pursuant to Section 4.4. At each annual meeting, the Members may transact any business properly coming before them.

4.3 **Special Meetings.** Special meetings of the members may be called at any time by the President or by the Board. No business shall be transacted at a special meeting except that which is stated in the notice thereof.

4.4 **Notices.** Notice of all meetings of the members, stating the time and place, and accompanied by a complete agenda thereof, shall be given by the President or Secretary to each member. Such notice shall be in writing, and shall be hand delivered or sent by United States or emailed to the members at the addresses of their respective lots and to his/ her addresses as any member may have designated to the President or Secretary as it appears on the records of the Association, at least fifteen (15) days in advance of any annual or special meeting. Notice shall be deemed delivered when deposited in the United States mail addressed to the member at his/her address for the respective Lot and/or as it appears on the records of the Association. The Association may vote or transact business on any matter at an annual meeting whether or not specific notice of said item had been given in the notice of the annual meeting. However, for special meetings, only items which were included in the meeting's notice to members can be voted on.

4.5 **Quorum.** Adjournment if no Quorum. A quorum shall consist of members present in person or by proxy, entitled to cast at least fifty-one percent (51%) of the total votes in the Association. If a quorum is not present, the meeting shall be adjourned to a time when a quorum is present.

4.6 **Vote.** Each lot Owner is entitled to (1) vote. When there is more than one owner of a Lot, said owners shall designate the person authorized to vote for said Lot.

4.7 **Manner of Casting Votes.** Votes may be cast in person or by proxy or electronically (emailed). A proxy must be in writing, be signed by all owners of the Lot, the votes of which are subject to the proxy, be given only to another member or to a Security Holder of that Lot, and be filed with the

Secretary on or before the meeting. A proxy shall be valid until revoked in writing by all Lot Owners of such Lot. A proxy should denote the vote desired on a specific issue and/or be a general authorization to the proxy holder to vote according to his/her discretion.

4.8 **Required Votes**. All questions shall be decided by a majority of the votes cast on the question, unless the provisions of applicable law, the Restrictions or Bylaws require a greater vote.

ARTICLE V **Directors**

5.1 **Number and Qualifications of Board Members**. The Board shall consist of three (3) persons, as determined by a majority of the association members, who must be lot owners and members of The Wildes at Chunns Cove HOA. Two (2) or more owners of the same lot cannot serve on the Board, either as an officer or on the ACC at the same time.

5.2 **Election of Board Members**. Election of the Board by the members of the Association shall occur at the annual meeting of the members and at each subsequent annual meeting before the term of such Board Members has expired. The members of the Association shall elect the Board Members by a majority of the votes cast in the election.

5.3 **Term**. The term of the Board Members is three years. Once elected, a Board Member shall hold office until his/her successor has been duly elected and has qualified.

5.4 **Removal**. Any Board Member may be removed, with or without cause, by a vote of the members entitled to cast at least sixty-six and two-third percent (66 2/3%) of the total votes in the Association, at a special meeting called for such purpose. Thereafter, the members by majority vote shall appoint a successor to serve the balance of the removed Board Member's term.

5.5 **Vacancies**. Any vacancy in the Board arising by death or resignation of a Board Member shall be filled by an election. A Board Member so elected shall serve for the unexpired term of his/her predecessor in office. Nominations by email can be made to the Board.

5.6 **Regular Board Meetings**. Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the Board Members, but at least three (3) times a fiscal year. Notice of regular meetings shall be given to each Board Member, personally, by mail, telephone, email, facsimile within a reasonable time frame prior to the meeting.

5.7 **Special Meetings**. A special meeting of the Board may be called by any Board Member and shall be requested in writing specifying the purpose of the meeting and held within 10 days after the request has been received by the Board. Notice of a special meeting shall be given personally, by mail, telephone, facsimile, e-mail to each Board Member, provided that in case the President or any Board Member determines that an emergency exists, a special meeting may be called by giving such notice as is possible under the circumstances. All notices of a special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except that which is stated in the notice thereof.

5.8 **Quorum for Board Meetings**. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If a quorum is not present, the meeting shall be adjourned to a time when a quorum is present.

5.9 **Manner of Acting**. Each Board Member shall be entitled to one (1) vote. The act of a majority of the Board Members present at a meeting shall constitute the act of the Board.

5.10 **Meeting Forums**. Although regular or special meetings may occur at such places as specified in the notice, regular or special meetings by means of a conference telephone call or similar communication device are permissible as long as the required notice is given. Any action that may be taken at a meeting of the Board may be taken without a meeting if such action is authorized in writing, setting for the action taken, signed by all Board Members.

5.11 **Compensation of the Board Members**. Board Members shall receive no compensation for their services but may be paid for out-of-pocket expenses incurred in the performance of their duties as Board Members.

5.12 **Powers and Duties of the Board**. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the common law, applicable statutes, the North Carolina Planned Community Act, North Carolina Non-Profit Corporation Act, Restrictions, the Articles and these Bylaws, as any thereof may from time to time be amended. Such powers and duties shall be exercised in accordance with the provisions of applicable law, the North Carolina Planned Community Act, the Restrictions, the Articles and these Bylaws, and shall include, but not be limited to, the following:

- (a) To prepare and provide to members annually by June 30th, a budget report for the last fiscal year, said report containing at least the following:
- (i) A statement of the status and amount of any reserve or replacement fund and any portion of the fund designated for any specified project by the Board.
 - (ii) A statement of the current financial condition of the Association.
 - (iii) A statement of the procedural status of any pending suits or judgments in which the Association is a party.
 - (iv) A statement of the insurance coverage provided by the Association.
 - (v) A statement of any unpaid assessments payable to the Association, identifying the Lot and the amount of the unpaid assessment. All Lot owners do hereby acknowledge that this reporting of unpaid assessments shall not constitute a violation of any federal or state unfair debt collection laws.

(b) To adopt and amend budgets and to determine, and collect assessments to pay the Association's common expenses, including operating expenses and Community Property maintenance fee the term "Common Expenses" being defined with more particularity in Section

9.12, and capital improvement costs. The Board shall engage an independent financial advisor immediately prior to a new treasurer taking office to examine the following documents: all bank statements, the check register, copies of deposit slips, receipts supporting expenditures, minutes of the board meetings during the period the records are examined, and make sure that tax returns are filed.

- (c) To regulate the use of, and to maintain, repair, replace, modify and improve the Community Property, as defined in Article 9.7 (a) herein.
- (d) To adopt and amend rules and regulations and to establish reasonable penalties for infraction thereof.
- (e) To enforce the provisions of the Restrictions, the Articles, these Bylaws, the North Carolina Planned Community Act, and rules and regulations by all legal means, including injunction and recovery of monetary penalties.
- (f) To hire and terminate agents and independent contractors. All agents and contractors must provide and maintain an active Certificate of Insurance. On a yearly basis the Board must be sure that the certificate is current.
- (g) To institute, defend, intervene in, or settle any litigation or administrative proceedings in its own name on behalf of itself on matters affecting the Community Property.
- (h) To establish and dissolve and liquidate, from time to time, reserve accounts for any purpose.
- (i) To borrow money for the maintenance, repair, replacement, modification or improvement of the Community Property and to pledge and pay assessments, and any and all other revenue and income, for such purpose.
- (j) To buy Lots in foreclosure of an assessment lien, or at any other time or for any other reason, and to sell, lease mortgage, and otherwise deal in Lots from time to time owned by the Association.
- (k) To impose and receive payments, fees and charges for the use, rental or operation of the Community Property for purposes permitted a nonprofit corporation.
- (l) To grant leases, licenses, concessions and easements through and over the Community Property, unless contrary to the Restrictions.
- (m) To impose and collect reasonable charges, including reasonable cost and actual attorneys' fees, for the enforcement of any use restrictions or rules and regulations set forth in the Restrictions or these Bylaws.
- (n) To provide for indemnification of the Association Board Members and maintain Board Members' liability insurance.
- (o) To impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Restrictions, these Bylaws, or the rules and regulations.
- (p) An Architectural Control Committee (ACC) will be appointed by the Board. The ACC shall consist of three (3) or five (5) total members. One Board member will attend all ACC meetings as a non-voting member. All members of the ACC must be lot owners and members of The Wildes at Chunn's Cove HOA. Two (2) or more owners of the same lot cannot serve on the Board, either as an officer or on the ACC at the same time.
- (q) The Board is required by law (North Carolina General Statutes 7A-38.3F which can be found by searching www.nc.gov) to notify the members in writing, each year, that they may initiate mediation under NCGS 7A-38.3F to try to resolve a dispute with the association. This notice must be on the association's website.

Any assessments, charges or fines levied against members shall specifically relate to the need to preserve and fulfill the purposes set forth in the Association's Articles of Incorporation and are applied to owners of Lots in their capacity as owner members rather than in some other capacity such as customers for services.

ARTICLE VI

Officers

6.1 **Designation of Officers**. The officers of this Association shall be President, Vice President/Secretary and a Treasurer. All officers/members of the Board must be lot owners and members of The Wildes at Chunns Cove. A person may hold only one such office at a time. Two (2) or more owners of the same lot may not be a Board member, officer or ACC member at the same time.

6.2 **Election of Officers**. Officers of the Association shall be designated by agreement of the newly elect Board Members. Elections shall be held every year at the meeting of the Board held after the annual meeting of the members.

6.3 **Term**. Each Board Member will serve a term of 3 years.

6.4 **Powers and Duties of Officers**.

(a) President. The President shall be the Chief Executive Officer of the Association and shall see that all actions and resolutions of the Board are carried into effect.

(b) Vice President/Secretary. The Vice President/Secretary shall perform the duties of the President as shall be assigned to him or her by the President, and in the absence of the President shall perform the duties and functions of the President. The Vice President/Secretary shall keep the minutes of all meetings and actions of the Board and of the members; shall give all required notices to the Board Members; shall keep records of the Association, except those kept by the Treasurer; shall perform all other duties incident to the office of a secretary of a corporation; and shall perform such other duties required by the Board or the President.

(c) Treasurer. The Treasurer shall have custody of all intangible property of the Association, including funds, securities, and evidences of indebtedness; shall keep the books of the Association in accordance with good accounting practices and principles, and upon request, shall submit them, together with all vouchers, receipts, records, and other papers to the Board for examination and approval; shall deposit all monies and other valuable effects in depositories designated by the Board; shall disburse funds of the Association as directed by the Board; and shall perform all other duties incident to the office of a treasurer of a corporation.

6.5 **Execution of Agreements, Etc**. All agreements, deeds, mortgages, or other instruments shall be executed by the President or Vice President with an attest by the Secretary or by such other person or persons as may be designated by the Board.

ARTICLE VII
Fiscal management

7.1 **Depository**. The board shall designate a depository for the funds of the Association, and may change such depository at any time. Withdrawal of funds from such depository shall be by hand written check only. The President and the Treasurer shall be on the signature card at the bank. A cell phone or tablet may not be used to perform any banking functions (Mobile Banking). On Line Banking using a desktop or laptop computer will not be used to perform banking functions, except the Board will have read only access. The President will review transactions at least quarterly. Any check in excess of the amount of \$1,000.00 must be authorized by the Board and signed by two (2) Officers.

7.2 **Fiscal Year**. The fiscal year of the Association shall run from July 1st through June 30th of the following year.

ARTICLE VIII
Assessments

8.1 **Obligation of Members to Pay Assessments; Amount of Levy**. Each Lot owner shall be personally and severally liable for an assessment equaling the total amount of the Association's Common Expenses, attributable to their Lot, as determined under the Restrictions and in the Board's discretion divided by the total number of Lots sharing said Common Expenses at the time of the annual assessment. The levy of an annual assessment noted above does not include any special assessment which may be levied against a Lot owner in accordance with Section 8.7 below. The purposes behind the assessments levied by the Association are set forth with more particularity in the Restrictions.

8.2 **Allocation of Common Surplus**. Any surplus funds of the Association remaining after payment of or provisions for common expenses and any prepayment shall be retained in the general operating funds or long-range fund of the Association in the sole discretion of the Board and no such surplus funds shall be paid to Lot Owners nor shall such surplus funds be used as a credit to reduce future common expense assessments.

8.3 **Preparation of Budget and Levying of Assessment**. Each Fiscal Year the Board will prepare a budget, beginning with the Fiscal Year commencing with the year of the Declaration, the Board shall prepare and adopt a budget, including therein estimates of the amount necessary to pay Common Expenses, and any applicable allocations thereof, together with amounts considered necessary by the Board for reserves. After preparation and adoption of each such budget, the Board shall provide each member with a copy, and shall give each member notice of the assessment made against that member's Lot based upon such budget and may also state the interest to be

charged on delinquent payment thereof (other than as provided in these Bylaws). The assessment shall be deemed levied upon the giving of such notice.

8.4 Assessment A Lien. Every assessment shall constitute a lien upon each Lot assessed from the date the assessment is levied, prior to all other liens except only (i) real estate taxes and other governmental assessments or charges against that Lot and (ii) liens and encumbrances recorded before the recordation of the Restrictions.

8.5 Payment of Assessments. Assessments shall be payable when notice therefore is given, but shall not be delinquent if paid at the times and in the amounts specified by the Board in notice of assessment. Payments shall be made to the Association, or as the Board may from time to time otherwise direct, on or before June 30th. After a grace period of two weeks, a late fee of \$50.00 will be imposed. Interest of 10% per month of the assessment will be charged for continued delinquency.

8.6 Notice to First Mortgagees. Although the lien of assessments may be superior to the lien of a First Mortgagee, any enforcement of said assessment lien by the Association's filing of a collection or foreclosure action with the courts shall require the giving of notice to the applicable First Mortgagee, if any. All owners of Lots acknowledge that such notice shall not constitute violation of any state or federal unfair debt collection. Failure herein shall not be a defense for the defaulting member in the Association.

8.7 Special Assessments. The board may levy special assessments at such other and additional times as in its judgment are required for:

- (a) Alterations, restoration and reconstruction of common elements and Subdivision facilities (said common elements and Subdivision facilities being here collectively referred to as "Community Property").
- (b) Improvements, acquisitions and additions to the Community Property.
- (c) Payment of costs and expenses incurred in enforcing the Covenants and Bylaws. Special assessments made pursuant to this Section shall be a Common Expense, shall be deemed levied upon notice given to the members subject to such special assessment, and shall be payable as determined by the Board and as set out in such notice. The Board may levy special assessments, in excess of double the annual assessment, only with the consent of a majority of the Members voting.

8.8 Failure to Prepare Budget and Levy Annual Assessment; Deficiencies in Procedure. The failure of the Board or delay of the Board in preparing any budget, and to levy or in levying assessments, shall not constitute a waiver or release of the members' obligation to pay assessments whenever the same shall be determined and levied by the Board. Until a new assessment is levied by the Board pursuant to Section 8.3, each member shall continue to pay the assessment then previously levied pursuant to Section 8.3 in the same amount and of the same periodic times as levied, or as the Board may otherwise advise in writing. Also, any deficiencies or inadequacies in the procedure followed by the Board in levying an assessment shall not in any way affect its validity or the obligation of members to pay such assessment.

8.9 Assessment Roll; Certificate. All assessments shall be set forth upon a roll of the Lots which shall be available in the Office of the Association for inspection at all reasonable times by members and Security Holders, and their duly authorized representative. Such roll shall include, for each Lot, the name and address of the member or members, all assessments levied, and the amount of all assessments unpaid. The Association, upon written request, shall furnish to a Lot Owner, or his authorized agent, a recordable certificate setting forth the amount of unpaid assessments currently levied against his Lot. The certificate shall be furnished within fourteen (14) business days after receipt of the request and shall be binding upon the Association and all Lot Owners. For such certificate a reasonable fee may be charged by the Board. **All owners of Lots acknowledge that such notice provided in an assessment roll or certificate shall not constitute a violation or any state or federal law; including but not limited to unfair debt collection laws and defamation laws.**

8.10 Default and Enforcement. If any assessment, or installment thereof, remains delinquent for thirty (30) days, then that assessment, and all other assessments then a lien against that Lot, may be declared by the Board to be immediately due and payable in full, with interest, without further notice, and such lien may be enforced in accordance with any applicable law in North Carolina. All fees, late charges, attorneys' fees, fines or interest levied or collected by the Association in connection with any unpaid assessments shall have the same priority as the assessment to which they relate including laws for enforcement of liens or any other such relief allowed by law. The Association also shall be entitled to suspend the right of a defaulting Lot Owner to use the Community Property (except roads) and its' facilities until the delinquency is cured.

The remedies noted herein for default on assessments shall include, without limitation, any and all remedies set forth in the Restrictions. The failure of the Association to enforce any assessment delinquency shall not constitute a waiver or abrogation of the right of the Association or its' agents to enforce such delinquency in the future, irrespective of the number of breaches thereof that may have occurred by the member regarding assessments.

8.11 Interest on Delinquent Assessments. Assessments, or installments thereof, paid before they become delinquent, shall not bear interest, but all sums delinquent more than thirty (30) days shall bear interest at the maximum rate of interest allowed by law from the date of the delinquency until paid. All payments upon account shall be applied first to interest and then to the assessment, or installment thereof, longest delinquent. All such interest shall have the same priority as the assessment on which such interest accrues.

8.12 Common Expenses. Common Expenses shall mean and include all sums declared Common Expenses by any specific provision of these Bylaws or the Restrictions, and shall include, without limitation, the following: real estate taxes, and other governmental assessments or charges against the Common Element; costs associated with the maintenance, repair and improvement of the Community Property; premiums for any and all insurance maintained by the Association, including Community Property, premiums for any and all insurance maintained by the Association, include any deductible or coinsurance amount not covered by insurance; legal and accounting fees; costs and

expenses incurred in connection with any litigation or administrative proceeding pursuant to Section 5.11 hereof: deficits remaining from any prior assessment period; the cost including fees and interests, incurred in connection with any borrowing done by the Association; the cost of all fidelity bonds; costs imposed upon the Association or any part of the Community Property by, or incurred by the Association as a result of the performance, enforcement or amendment of, any agreement or easement to which the Association is a party or to which the Community Property, or any part of either thereof, is or may be subject including, but not limited to amounts determined necessary for reserve funds; and indemnity payments made by the Association .

ARTICLE IX

Compliance, Enforcement, Fines and Penalties, Other Than Assessment Liens

9.1 **Default and Remedies**. A default in or failure to comply with any of the terms, conditions, obligations, and provisions of the Restrictions, these Bylaws, the Articles, or the rules and regulations, as the same may be amended from time to time, by any Lot Owner or Occupant, shall be grounds for relief that may include, without intending to limit the same or to constitute an election of remedies, an action to recover fines and penalties as determined by the Board, sums due for damages, an injunction, or any combination thereof, and which relief may be sought by the Association, an aggrieved Lot Owner, or by any person or class of persons adversely affected. Also, if any member fails to perform any obligation under the Act, the Restrictions, these Bylaws, the Articles or such rules and regulations as hereinafter promulgated, then the Association may, but is not obligated to, perform the same for the member's account, and for such purpose may enter upon his Lot, may make necessary repairs, advance expenses or other sums necessary to cure the default, and for such expenses and costs may levy a special assessment against the Lot owned by such defaulting member. The association also shall be entitled to suspend the right of a defaulting Lot Owner to use the common Community Areas (except roads) and its facilities until the default is cured.

9.2 **Notice of Default and Failure to Cure**. In the event of any such default or failure, the Board shall service upon or mail to the defaulting member, and to each First Mortgagee of that member's Lot when required under Section 8.6 of these Bylaws, a written notice specifying the nature of the default or failure, the cure thereof, and the time within which the cure shall be effected. Within the time limit specified in the notice, the defaulting member may cure the default or failure specified, or serve upon or mail during the specified cure period a written notice to the Board requesting a hearing before the Board. If a hearing is so requested, the Board shall thereafter serve upon or mail to the defaulting member, and to each First Mortgagee which was entitled to notice of the default as above provided, a notice specifying the time and place for such hearing. At the hearing, the Board shall take such evidence and hear such testimony as it deems necessary or desirable. The Board shall not exercise any remedies to obtain relief from the default until the hearing is over and the Board has made its determination and served upon or mailed by certified mail the same to the defaulting members and each such First Mortgagee. The hearing may be continued from time to time as determined by the Board. Upon taking such evidence and hearing such testimony, the Board, at the hearing or at such later time, shall determine, in writing, and at its sole option, to waive the default in whole or in part, to extend the time within which the default may be cured, or to proceed immediately to levy a fine or penalty, or to exercise any one or more of the remedies available to the board due to such default. The Board shall serve upon or mail to the defaulting member, and to each such First Mortgagee which was entitled to notice of the default as above

provided, a copy of its determination. A violating party shall have thirty (30) days to appeal a decision of the Board to a court of law and failure to file said appeal within thirty (30) days after

receipt of the hearing determination or notice of default and cure if a hearing is not requested shall bar any challenges or any causes of action brought afterwards by said party. The Board's finding of default shall be conclusive in a case of a party's failure to appeal within the above prescribed time. If the defaulting member (i) does not cure the default or request a hearing within the time limit specified in the original notice of default given pursuant to this Section, or (ii) so requests a hearing, but fails to cure the default (to the extent not waived by the Board) within the extended time, if any, granted by the Board after hearing, then the Board shall serve upon or mail to the defaulting member, and to each such First Mortgagee which was entitled to notice of the default as above provided, a written notice of such member's failure to effect a cure, and the board may then proceed to take such action as it deems necessary to obtain relief.

9.3 Remedy of Abatement in Addition to Other Remedies. In the event a member fails to effect the cure specified by the Board within the time period set out in Section 9.2 hereof, where the default is a structure, thing, or condition existing in or on the premises of the member's Lot, the Board, or its duly authorized representative, shall have the right to enter upon the premises of the member's Lot in which, on which, or as to which, such default exists, and summarily to abate and remove, at the defaulting member's expense (and levy an assessment therefore as provided in Section 9.1 hereof), the structure, thing, or condition constituting the default, and the board, the Association, and their agents, employees, and representatives shall not thereby be deemed guilty of any manner of trespass.

9.4 Injunction. Any person or class of persons entitled to seek relief for any such default or failure may obtain a temporary restraining order, injunction or similar relief, without first using the procedure established by Section 9.2 hereof, if such default or failure creates an emergency or a situation dangerous to persons or property.

9.5 Recovery of Attorneys' Fees and Costs. In any proceeding arising because of an alleged default by a member, the prevailing party shall be entitled to recover the costs of such proceeding and such actual attorneys' fee as may be allowed by the court, with interest thereon at the higher (i) 4% over the average prime rate announce by the Wall Street Journal at the time the costs are incurred and (ii) the highest rate allowed by law at the time the costs are incurred, from the dates such costs are incurred until paid.

9.6 Nonwaiver of Covenants. The failure of the Association or of any member thereof to enforce any term, provision, right, covenant, or condition that may be granted by the Restrictions, these Bylaws, the Articles, the rules and regulations or the Act, as the same may from time to time be amended, shall not constitute a waiver or abrogation of the right of the Association or a member to enforce such term, provision, right, covenant, or condition in the future, irrespective of the number of violations or breaches thereof that may have occurred.

9.7 Assessment Liens. Assessments liens shall be enforced pursuant to Article VIII hereof and not pursuant to this Article IX.

ARTICLE X **Amendment**

The amendment of Bylaws or adoption of new Bylaws can only occur by an affirmative vote of a simple majority of the members of the Association.

11.1 Rules and Regulations.

(a) By the Board. The Board may promulgate from time to time such rules and regulations as it deems reasonable and necessary governing the administration, management, operation and use of the community property so as to promote the common use and enjoyment thereof by Lot Owners and Occupants for the protection and preservation thereof. In addition, the Board may adopt such rules and regulations as it deems necessary with respect to Lots to provide for the common good and enjoyment of all Lot Owners and Occupants.

(b) By the Association. Any rule or regulation adopted by the Board may be amended, modified, or revoked, and new and additional rules and regulations may be adopted, by members at an annual or special meeting of the members. Any such act of the members shall control over any contrary rule or regulation then or thereafter adopted by the Board.

(c) Uniform Application. All rules and regulations shall be equally and uniformly applicable to all Lot Owners and their Occupants, but need not be equally and uniformly applicable if it is determined that such unequal or non-uniform application is in the best interest of the Association or if equal and uniform application is not practicable.

(d) Copies Furnished. Copies of all such rules and regulations and any amendments thereto shall be furnished (emailed) to all members, and a copy shall be posted on the website. A hard copy can be requested from the Secretary.

11.2 Parliamentary Authority. Robert's Rules of Order, Newly Revised, shall govern the conduct of the Association proceedings when not in conflict with the Restrictions, these Bylaws, the Articles, the Act, or any other statutes of the State of North Carolina applicable thereto. The President of the Association shall have the authority to appoint a parliamentarian.

11.3 Compliance with the North Carolina Planned Community Act. Conflict; Severability. These Bylaws are established in compliance with the Act. Should any of the terms, conditions, provisions, paragraphs, or clauses of these Bylaws conflict with any of the provisions of said Act, the provisions of said Act shall control unless the Act permits these Bylaws to override the Act; in which event these Bylaws shall control. In the case of any conflict between the provisions of these Bylaws and the Restrictions, the Restrictions shall control. If any term, provision, limitation, paragraph, or clause of these Bylaws, or the application thereof to any person or circumstance, is judicially held to be invalid, such determination shall not affect the enforceability, validity, or effect of the remainder of these Bylaws, or the application thereof to any other person or circumstance.

11.4 **Corporate Seal.** An impression of the Corporate Seal of the Association is affixed hereto. Said seal shall be sufficient if it states "Corporate Seal" and is circular in style. Said seal shall also be considered the official seal if around the circular edge thereof the words: The Wildes at Chunn's Cove Property Owner's Association are used.

