

BYLAWS
OF
CHASEWOOD PROPERTY OWNERS ASSOCIATION

ARTICLE I
NAME AND MEMBERSHIP

1. **Name.** The name of the Association shall be Chasewood Property Owners Association ("Association").

2. **Membership.** Membership in the Association is mandatory for all property owners in the development known as the Chasewood Subdivision (hereinafter "Chasewood"). The membership of each property owner shall terminate when he/she ceases to be a property owner. Upon the sale, transfer, or other disposition of his/her ownership in the property, his/her membership in the Association shall automatically be transferred to the new property owner succeeding to such ownership.

ARTICLE II
DEFINITIONS

Unless specifically defined herein, to the extent the words used in these Bylaws are defined in the Declaration, they shall have the same meaning as set forth in the Declaration. If not so defined therein, then the terms shall have the same meaning as contained in either the North Carolina Non-Profit Corporation Act, N.C. Gen. Stat. (§ 55A-1-01 *et seq.*) or the North Carolina Planned Community Act (§ 47F-1-101 *et seq.*). Unless the Declaration or Bylaws expressly provide otherwise, the procedures and substantive matters governing the Association shall be determined by reference to these two statutory schemes.

ARTICLE III
ASSOCIATION: MEETINGS, QUORUM, VOTING AND PROXIES

1. **Location of Meetings.** Meetings of the Association shall be held in the principal office of the Association or at such suitable place within Transylvania County as is convenient to the members, as determined from time to time by the Board of Directors; electronically; or both.

2. **Annual Meeting of Members.** The annual meeting of the Members of the Association shall be held at an hour and day to be fixed by the President during October of each year for the purpose of electing directors and for the transaction of such other business as may be brought before the meeting.

3. **Special Meetings of Members.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so

directed by resolution of a majority of a quorum of the Board of Directors or upon receipt by the Secretary of a petition – signed by lot owners having at least ten percent (10%) of the total votes of the Association entitled to be cast on any issue proposed to be considered at the proposed special meeting – demanding that such a meeting be held and describing the purpose or purposes for which it is to be held. In such event, the special meeting request by such petition must be held within thirty (30) days after the Secretary's receipt thereof. Only those matters that are within the purpose or purposes described in the notice of a special meeting may be acted upon at such meeting.

4. **Notice of Meetings.** Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the Secretary shall cause notice to be hand-delivered, e-mailed (assuming the Owner has designated an e-mail address for such purpose and not subsequently withdrawn the designation), or sent prepaid by United States mail to the last known mailing address of each lot owner, which shall be presumed to be the same address as that for Transylvania County tax purposes, or to any other mailing address designated in writing by the Owner. The notice of any meeting shall state the time and place of the meeting and items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove a director.

5. **Waiver of Notice.** A member may waive any notice required by the Bylaws before or after the date and time stated in the notice. This notice shall be in writing, be signed by the member entitled to the notice, and be delivered to the Secretary for inclusion in the minutes or filing with the corporate records.

A member's attendance at a meeting waives such member's objection to a lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or conducting business at the meeting, and such member's attendance at a meeting also waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter before it is voted upon.

6. **Quorum.** A quorum is present throughout any meeting of the Association if persons entitled to cast 10 percent (10%) of the votes, which may be cast for election of the Board of Directors, are present in person or by proxy at the beginning of the meeting.

In the event that business cannot be conducted at any meeting because a quorum is not present, that meeting may be adjourned to a later date by the affirmative vote of a majority of those present in person or by proxy. The quorum requirement at the next meeting shall be one-half of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce a quorum by fifty percent (50%) from that required in the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted.

In the event of any adjournment of a meeting to a later date by the affirmative vote of a majority of those present in person or by proxy as hereinabove provided for, the announcement of the person presiding over such meeting of the time and place of the recessed meeting shall be sufficient notice of the time and place of such meeting.

7. **Organization.** The President, or in the President's absence, the Vice President, shall preside over all meetings of members and the Secretary of the Association shall act as Secretary at all meetings of the members; provided, however, in the Secretary's absence the President may appoint a Secretary for the meeting of the members.

8. **Voting.** The voting rights of the members shall be set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

The vote of the owners of a majority of the lots at a meeting of members at which a quorum is present shall be the act of the members on that matter, unless the vote of a greater number is required by law or the Governing Documents.

Cumulative voting shall not be allowed.

If only one of the multiple owners of a lot is present at a meeting of the Association, the owner who is present is entitled to cast all the votes allocated to that lot. If more than one of the multiple owners are present, the votes allocated to that lot may be cast only in accordance with the agreement of a majority in interest of the multiple owners. Majority agreement is conclusively presumed if any one of the multiple owners casts the votes allocated to that lot without protest being made promptly to the person presiding over the meeting by any of the other owners of the lot.

No votes allocated to a lot owned by the Association may be cast.

9. **Proxies.** Votes allocated to a lot may be cast pursuant to a written proxy duly executed by a lot owner. A proxy form, available for downloading from the Association's website, must be signed and dated by the member. The completed proxy shall be delivered to the Secretary at the meeting at which the proxy shall be used. An otherwise validly-executed proxy that fails to specify an appointee shall be deemed to appoint the President as the member's proxy. The Secretary shall keep the executed proxies with the minutes. If a lot is owned by more than one person, each owner of the lot may vote, or register protest to the casting of votes by the other owners of the lot, through a duly executed proxy. The proxy may be delivered by electronic mail provided the owner has previously designated an email address for purposes of receiving notices or the electronic proxy otherwise bears the member's signature. A lot owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated. A proxy terminates eleven (11) months after its date, unless it specifies a shorter term.

10. **Action Without a Meeting.** Any action that may be taken at any annual, regular, or special meeting of members may be taken without a meeting by written ballots or electronic voting as follows:

- a. **Written ballots.** The Association may deliver a written ballot to members entitled to vote on the matter that sets forth each proposed action and provides an opportunity to vote for or against each proposed action, and the date and time by which the ballot must be returned. Unless secret balloting is required on the proposed action, the ballot shall contain or request information sufficient

to identify the member or the member's proxy submitting the ballot. Written ballots may be submitted to the Association by any reasonable means specified by the Association, including email.

- b. Electronic voting. For members who have agreed to conduct business by electronic means, the Association may provide an electronic ballot or electronic notice that sets forth each proposed action and provides an opportunity and instructions on how to vote for or against each proposed action using the electronic ballot or an electronic voting system.
- c. Approval. Approval by written ballot or electronic voting, or both, shall be valid only when the number of votes cast by written ballot or electronic voting, or both, equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the same total number of votes were cast.

11. **Powers.** The Association may do all of the following:

- a. Adopt and amend bylaws and rules and regulations.
- b. Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from lot owners.
- c. Hire and discharge managing agents and other employees, agents, and independent contractors.
- d. Institute, defend, or intervene in litigation or administrative proceedings on matters affecting the planned community.
- e. Make contracts and incur liabilities.
- f. Regulate the use, maintenance, repair, replacement, and modification of common elements.
- g. Cause additional improvements to be made as a part of the common elements.
- h. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, provided that common elements may be conveyed or subjected to a security interest only pursuant to N.C.G.S. 47F-3-112.
- i. Grant easements, leases, licenses, and concessions through or over the common elements.
- j. Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements other than the limited common elements and for services provided to lot owners.

- k. Impose reasonable charges for late payment of assessments, not to exceed the greater of twenty dollars (\$ 20.00) per month or ten percent (10%) of any assessment installment unpaid and, after notice and an opportunity to be heard, suspend privileges or services provided by the Association (except rights of access to lots) during any period that assessments or other amounts due and owing to the Association remain unpaid for a period of 30 days or longer.
- l. After notice and an opportunity to be heard, impose reasonable fines or suspend privileges or services provided by the Association (except rights of access to lots) for reasonable periods for violations of the declaration, bylaws, and rules and regulations of the Association.
- m. Impose reasonable charges in connection with the preparation and recordation of documents, including, without limitation, amendments to the declaration.
- n. Impose reasonable charges in connection with the preparation of statements of unpaid assessments, which must be furnished within 10 business days after receipt of the request, in an amount not to exceed two hundred dollars (\$ 200.00) per statement or request, and an additional expedite fee in an amount not to exceed one hundred dollars (\$100.00) if the request is made within 48 hours of closing, all of which charges may be collected by the Association, its managers, or its agents.
- o. Provide for the indemnification of and maintain liability insurance for its officers, executive board, directors, employees, and agents.
- p. Assign its right to future income, including the right to receive common expense assessments.
- q. Exercise all other powers that may be exercised in this State by legal entities of the same type as the Association.
- r. Exercise any other powers necessary and proper for the governance and operation of the Association.

ARTICLE IV

BOARD OF DIRECTORS

1. **Governing Body/Eligibility.** The affairs of the Association shall be managed by a Board of Directors. Except as provided in the declaration, in the bylaws, or as otherwise constrained by Chapters 47F and 55A of the North Carolina General Statutes, the Board may act in all instances on behalf of the Association. The directors shall be members or spouses of such members; provided, however, no person and his or her spouse may serve on the Board at the same time.

2. **Number of Directors.** The Association shall have three (3) directors. The foregoing notwithstanding, the number of directors may be increased to not more than five (5), as the Board of Directors may from time to time determine by resolution.

3. **Nominations.** Nominations for election to the Board of Directors shall be made from the floor by Members at a Member meeting of the Association. In addition, the Board may appoint a Nominations Committee to put forward a slate of Directors to the Members. All candidates shall have reasonable opportunity to communicate their qualifications to the members and to solicit votes.

4. **Election and Term of Office.** Directors shall be elected at each annual meeting at which a quorum is present by a plurality vote of the members, with the candidates receiving the highest number of votes for the requisite vacant positions being elected. The initial terms of the directors shall be fixed at the time of their election as they among themselves shall determine. So long as there are three (3) directors, the term of one (1) director shall be fixed at one (1) year, the term of one (1) director shall be fixed at two (2) years, and the terms of the remaining directors shall be fixed at three (3) years. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association. A director may serve multiple terms.

5. **Removal of Directors.** Directors may be removed for cause or for no cause by a vote of a majority of the voting members at a meeting called for that purpose at which a quorum is present. Any director whose removal is sought will be given notice prior to any meeting called for that purpose.

6. **Vacancies.** Vacancies in the Board of Directors caused by any reason shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at a meeting of the Board. Each person so selected shall serve the unexpired portion of the vacant term.

7. **Organizational Meeting.** The first meeting of the Board of Directors shall be held within ten (10) days of the annual meeting of the membership, or at the Board's determination, at such time and place as shall be fixed by the Board.

8. **Regular Meetings.** The Board shall, by unanimous consent of the Directors, establish a time and place for regular meetings. No notice shall be required for such meetings except when the regularly-scheduled meetings are changed, at which time each Board member shall be given notice of at least seven (7) days prior to the rescheduled meeting. An agenda for regular meetings will be published reasonably ahead of the date of a regular meeting, but such agenda shall not preclude new business from being introduced by the Board. The Secretary shall publish the minutes of a regular meeting within a reasonable time after the President's approval of the minutes.

9. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association, or by any two (2) directors. The notice shall specify the time and place of the

meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's home who would reasonably be expected to communicate such notice promptly to the director; or (d) by e-mail. All such notices shall be given or sent to the director's address, e-mail or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notice given by personal delivery, telephone, or e-mail shall be delivered, telephoned, or e-mailed at least seventy-two (72) hours before the time set for the meeting.

Whether regular or special, in the sole discretion of the Board, Directors may participate in a meeting in person or by any means of communication by which all directors participating in the meeting may simultaneously hear and be heard by each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

At regular intervals, the Board shall provide lot owners an opportunity to attend a portion of a board meeting and to speak to the Board about their issues or concerns.

10. **Waiver of Notice.** A director may waive any notice required by North Carolina law or the Governing Documents before or after the date and time stated in the notice. Except as provided below, the waiver shall be in writing, signed by the director entitled to the notice, and filed with the minutes or corporate records.

A director's attendance at or participation in a meeting waives any required notice to him/her of the meeting unless the director at the beginning of the meeting (or promptly upon his/her arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

11. **Quorum.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to conduct business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

12. **Compensation.** Other than reimbursement for reasonable expenses incurred in the performance of his or her duties, a Director or Officer may not generally be compensated for time spent in performance of his/her routine duties such as attending meetings, writing reports, meeting with contractors, attorneys, or residents, placing liens and so on.

13. **Conduct of Meetings.** Meetings may be conducted in person, by telephone, or electronically, as coordinated by the President. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of the Board of

Directors, recording all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

14. **Open Meetings.** All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

15. **Executive Session.** The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personal matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

16. **Action Without a Meeting.** Any action that may be taken at a meeting of the directors may be taken without a meeting if the action is taken by all members of the board. The action shall be evidenced by one or more written consents signed by each director before or after such action, describing the action taken, and included in the minutes or filed with the corporate records reflecting the action taken. To the extent the corporation has agreed to conduct business by electronic means, a director's consent to action taken without meeting may be in electronic form and delivered by electronic means. An explanation of the action taken shall be e-mailed – or mailed to each member by first class mail, postage paid – within three (3) days after the written consents of all the Board members have been obtained.

17. **Budget.** Within thirty (30) days after the preparation of a proposed annual budget, the Board shall provide to all of the Owners a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board shall set a date for the meeting of the Owners to consider ratification of the budget, with such meeting to be held not less than ten (10) days nor more than sixty (60) days after the distribution of the summary and notice. There shall be no requirement for a quorum to be present at the meeting. The budget is ratified unless at that meeting a majority of all the lot owners in the Association rejects the budget. In the event that the proposed budget is rejected, the periodic budget last ratified by the lot owners shall be continued until such time as the lot owners ratify a subsequent budget proposed by the Board of Directors.

18. **Committees.** Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

19. **Remedies.** The Board shall have the power to enforce the Governing Documents in a court of law or in equity including, but not limited to, enjoining the violation and/or recovering damages. Remedies include, but are not limited to, those provided for in Sections 47F-3-107.1 (procedures for fines and suspension of privileges/services and 47F-3-116 (liens

for sums due) of the North Carolina General Statutes; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a lot. In any such action, the owner responsible for the violation shall pay all costs, including reasonable attorney's fees actually incurred by the Association.

Additional Enforcement Rights. Notwithstanding anything to the contrary contained in the Governing Documents, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations).

20. Prohibited Acts. The Board of Directors shall not take any of the following actions except with the written consent of a majority, or such greater percentage as may be hereinafter specified, of the total votes of the Association:

- a. incur aggregate expenditures for capital improvements to the Common Elements in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for the fiscal year absent approval of at least sixty-seven percent (67%) of the total votes of the Association;
- b. sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, or any portion of the Common Elements absent approval of at least sixty-seven percent (67%) of the total votes of the Association;
- c. levy special assessments which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; or enter into a contract with a third person wherein the third person will furnish goods or services for the Common Elements, together with those areas upon each lot the maintenance, repair or replacement of which is the responsibility and/or right of the Association for a term longer than three (3) years including prepaid fidelity, casualty and or liability insurance policies provided that the policy permits short rate cancellation by the insured.
- e. Establishing new or materially revising existing rules or regulations, including but not limited to a Board Resolution, that directly address Member's use and maintenance of their own property absent approval of at least sixty-seven percent (67%) of the total votes of the Association.

21. Purchasing. The Board of Directors shall endeavor to pay the lowest cost for materials, supplies, equipment or services procured on behalf of the Association:

- a. competitive bid must be solicited where practical for any single expenditure or annual contracted service expected to exceed \$1,000;
- b. where bids are solicited, purchases must be awarded to a qualified and experienced vendor or service provider offering the lowest total cost for materials, supplies, equipment or services that meet the specifications established by the Board of Directors or Association;

- c. where competitive bids cannot be reasonably obtained, excluding retail or online purchases, a director designated by the Board must engage in pricing negotiation with the provider to attempt to obtain the lowest possible cost, including with single-source providers;
- d. contract terms and conditions offered by any service provider must be reviewed and negotiated prior to contract execution if deemed necessary by the Board to reduce risk and to otherwise ensure the Association's best interests are maintained;
- e. reasonable standards of quality and performance specifications must be established in advance with providers where necessary and practical to ensure value for price paid is obtained for materials delivered and services rendered;
- f. where possible, actions outlined in this Section must be completed prior to preparation of the annual budget for line items expected to exceed \$1,000;
- g. (g) exceptions to the foregoing requirements may be made for emergency purchases.

ARTICLE V OFFICERS

1. **Officers.** The officers of the Association shall be President, Vice President, Secretary, and Treasurer, and such other officers as the Board may from time to time elect. No one person shall hold more than one office at a time. The foregoing restriction notwithstanding, in the case of only three (3) Board Members, the officers shall consist of a President, Vice-President and Secretary-Treasurer.

2. **Election, Term of Office and Vacancies.** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term. The Association shall publish the names and addresses of all directors and officers within thirty (30) days of their election/appointment.

3. **Removal.** Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

4. **Powers and Duties.** The officers of the Association shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have the primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

5. **Resignation**. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. **Double Signatures**. All agreements contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers, or by such other person or persons as may be designated by resolution of the Board of Directors.

7. **Preparation, Executions, Certification and Recordation of Declaration Amendments**. In the event the membership approves an amendment to the Declaration, the President of the Board shall be responsible for preparing, executing, and recording the amendment in the office of the Register of Deeds in each County in which the Development is located. The Secretary shall certify that the amendment has been approved by the affirmative vote of at least sixty-seven percent (67%) of the total votes allocated in the Association.

ARTICLE VII

MISCELLANEOUS

1. **Fiscal Year**. The fiscal year of the Association begin on January 1st of each year and end on December 31st of the same year.

2. **Parliamentary Rules**. Except as may be modified by Board resolution establishing modified procedures, *Robert's Rules of Order* (current edition) shall govern the conduct of Association proceedings.

3. **Conflicts**. If there are any conflicts or inconsistencies between the provisions of North Carolina law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of North Carolina law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

4. **Books and Records**. The membership register, books of account, and minutes of meetings of the members, the Board, and committees – or any other document required by North Carolina law – shall be made available for inspection and copying by any member of the Association, or by his or her duly appointed representative, at any reasonable time and for a purpose reasonably related to his/her interest as a member. Such records shall be made available at the office of the Association or at such other place within Transylvania County as the Board shall prescribe from time to time.

The Board shall establish reasonable rules with respect to:

- a. notice to be given to the custodian of the records by the member desiring to make the inspection;
- b. hours and days of the week when such an inspection may be made; and

- c. payment of the cost of reproducing copies of documents requested by a member.

Every director shall have the absolute right at any reasonable time to inspect the books, records, and documents of the Association and the Common Elements. The right of inspection by a director includes the right to make extracts and copies of documents at the expense of the Association.

5. **Notices.** Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally, if by e-mail to an address previously designated by the member for such notices, or if sent regular mail, first class postage prepaid;

- a. if to a member or voting member, at the address which the member or voting member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the lot of such owner; or
- b. if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the owners pursuant to this Section.
- c. Each Member is responsible for providing the Secretary timely notice of changes in the Member's phone number, mailing address, and e-mail address (if the Member has previously designated use of an email address for notice hereunder).

6. **Amendment.** These Bylaws may be amended only at a duly-constituted annual or special meeting of the Association, the notice of which states that consideration of such proposed amendment is one of the purposes of the meeting. Assuming the presence of a quorum, these Bylaws may be amended by the approval of the Board, together with a two-thirds (2/3) majority of the votes cast at the meeting or a majority of the total votes allocated in the Association, whichever is less.

7. **Financial Review/Audit.** The Board shall, at a minimum, conduct an annual review of the financial accounts, insurance and fidelity bond coverage of the Association. In addition, a limited or full audit of the books and records by a Certified Public Accountant shall be conducted if requested by a majority of the Board or by members representing not less than fifteen percent (15%) of the total votes allocated in the Association.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly-appointed secretary of Chasewood Property Owners Association, a North Carolina non-profit corporation, and,

That the foregoing Bylaws constitute the Bylaws of said Association, as duly adopted on the _____ day of _____, 2024. Said Bylaws replace and supersede all prior Bylaws adopted by the Association in their entirety.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 2024.

_____, Secretary