

# Bylaws of PARKWOOD ASSOCIATION

## ARTICLE I: PURPOSE AND STATUS

**Section 1. Purpose:** The purpose of Parkwood Association, in accordance with Article VII, Section 6, of the Restrictive Covenants, is to promote the health, safety, and welfare of the residents of Parkwood property; and to enhance the education, social life, and community welfare with the Property of Parkwood.

**Section 2. Status:** The Parkwood Association shall at all times be operated only for non-profit purposes and as a non-profit corporation under the General Statutes of North Carolina, and none of its revenue shall inure to the benefit of any private member.

## ARTICLE II: MEMBERSHIP

**Section 1. Persons Eligible for Membership:** The owner of record of any lot in "Parkwood" shown on a plat of Parkwood Sub-Division recorded in the office of the Register of Deeds, Durham County; provided such lot is subject to that certain Declaration of Restrictions Affecting "Parkwood" property of Equitable Construction Company in Durham County, North Carolina, dated August 15, 1960, and recorded in Book 269 Page 675, Durham County Registry, as amended and supplemented. Provided further that no person or Corporation holding title as security for the payment of money or performance of any obligation shall hereby become entitled to membership.

**Section 2. Voting Rights of Members:** There shall be one vote for each such lot.

**Section 3. Proxies:** Any Member may exercise his vote by proxy. Such proxy, to be valid, shall be in writing, signed by the Member, and filed with the Board prior to the meeting where it is used. However, no individual shall hold or exercise more than five (5) proxies.

**Section 4. Termination of Membership:** Membership will terminate when any member shall cease to be the owner of record of such a lot. The membership status will be cancelled on the records of the Association and neither the Association nor any of its members shall be liable to the former member whose membership is so terminated for any distributed share of the Association's assets or otherwise. Termination of membership shall in no way relieve the lot owner of the obligation to pay the charges due the Association nor in any way affect the lien of all such charges upon the lot.

**Section 5. Property Rights:** Each Member shall have interest in the property owned by the Association as is represented by the ratio of the number of votes to which said member is entitled to the total number of votes in the Association. Such interest is and shall be appurtenant to the lot or lots which qualify the person for membership in this Association, and upon sale or other transfer of any lot, the pro rata property interest shall be liable to the retiring member (i.e., for the former lot owner) for any distributive share of the Association's assets or otherwise.

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**Section 7. Suspension of Privileges:** The Board of Directors shall have the right to suspend any or all rights and privileges subject to the violation of any Restrictive Covenants, Bylaws, or any other rules or regulations of this Association.

## ARTICLE III: FINANCES

### Section 1. Operating Funds

**Item 1.** Operating funds of Parkwood Association shall be derived from assessments, sponsored events, leases, licenses, rentals, grants, late fees, interest on Association funds and other sources.

**Item 2.** The annual assessment shall be determined by the Board of Directors.

**Item 3. The assessment shall be due and payable on the first day of January of each year.** Any Member who has not paid his annual assessment on the last day of March following the January when said assessment becomes due and payable will become delinquent on April 1. Member shall be subject to immediate legal action by the Board to collect past due assessments. In the event such action at law occurs, the overdue assessments(s) owed by the delinquent Member will be increased automatically by an amount sufficient to reimburse the Association in full for all its expenses incurred as a result of this action. Expenses to be included in the increased assessment are 1) attorney fees; 2) court fees and/or costs and 3) such other expenses as the court may approve.

Past due accounts will be subject to a one-time late fee of \$20.

### Section 2. BUDGET AND EXPENDITURES

**Item 1.** Each Board Committee shall prepare the annual budget for its operation and present it to the Executive Committee for review and approval by the October Meeting of the Board of Directors.

**Item 2.** The Annual Budget shall be reviewed and approved by a majority of the Board of Directors at the November meeting of the Board.

**Item 3.** Other than the salary paid to the Association Staff and employees, the monthly electrical bill for providing street lights in Parkwood, and the payments due under a written contract, approved by the majority of the Board, any charge upon the general budget or the budget of the Board Committee which is in excess of \$300 shall be approved by a majority of the Board of Directors before obligation or payment shall be made. Provided, however, that before any payment is made, the Association Staff shall confirm with the appropriate Board member that the goods or services for which payment is made are satisfactory. All checks issued by the Association shall be signed by two members of the Executive Committee of the Board of Directors; provided, however, that, for all checks except those of payment of his or her own services, the Association Staff may act with the approval of the Board, as a member of the Board in this regard.

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**Item 4.** Lines of credit may be established with approved vendors by the Board of Directors to a maximum amount of \$300 per vendor subject to the restrictions in these Bylaws. These lines of credit are to be established to allow emergency expenditures only.

Notwithstanding the limitations on expenditures in Section 3 of this sub-article, a Board Committee chair (or in the absence of the chair, another committee member) may petition the full Executive Committee to obligate a charge upon the Committee's budget in excess of \$300 to handle an emergency health or safety issue that requires immediate Association action. Emergency funds shall only be obligated upon agreement of the majority of the Executive Committee. All other requirements related to payment in Section 3 shall be met.

**Item 5.** Multi-year contracts must be included in the annual budget and have to be approved by the Board. Anything that obligates the Association to a purchase agreement which will take several years/budgets to buy shall require the approval of the general membership at a general meeting. The sale of such assets shall also require the approval of the general membership at a general meeting.

## **ARTICLE IV: USE OF PARKS, PLAYGROUNDS, LAKES, PONDS, AND OTHER FACILITIES OWNED, OPERATED BY OR UNDER THE SUPERVISION OF PARKWOOD ASSOCIATION**

### **Section 1. Rules and Regulations for Common Areas**

1. No bush, tree, or grass shall be removed from common areas without permission of the Parkwood Association.
2. No motor vehicles shall be used on any of the common areas except for maintenance. This shall include: a) mini-bikes and motorcycles; b) motorboats on the lakes, with the exception of boats with electric motors; c) automobiles, including those parked on the inside edges of circular streets.
3. Residents are responsible for their guests.
4. Activities on common areas shall be conducted in such a manner as to be inoffensive to the residents of the adjacent areas. (That is, the activities shall not be excessively loud or boisterous and every effort shall be made to avoid littering and trespassing).
5. All common areas are closed between 11:00 pm and 5:00 am.
6. There shall be no swimming in the lake or ponds.
7. All common areas are a wildlife sanctuary and closed to weapons and fireworks of all kinds.
8. Parents are responsible for their children's adherence to all the rules and regulations.
9. Any resident has the right and responsibility to report an infraction of the rules to the Durham Police Department or his district representative of the Parkwood Association.

**Section 2. Damages:** Any member shall be responsible for damages to Association property caused by the member, anyone in the family, or any guests.

**Section 3. Suspension of Privilege:** In the event of misuse of any properties or facilities above mentioned, the member responsible may, by a majority vote of the Board of Directors of the Association, be denied use for a period of time deemed necessary to insure that further

misuse shall not occur. Neither the Association nor any member shall be liable to the suspended member on account of such suspension or restriction.

## **ARTICLE V: ANNOYANCE OR NUISANCE REGULATION**

**Section 1. Restrictions on Homeowner:** Article Six, Section 1 of the “Declaration of Restrictions Affecting Parkwood” prohibits noxious or offensive activity, or anything done on an owner’s property that may be or may become an annoyance or nuisance to the neighborhood. It is incumbent, therefore, upon each homeowner to maintain his or her property in such a manner that safety of other individuals and their property is not threatened and that the aesthetic qualities of the neighborhood are preserved.

It is equally incumbent upon the Association to articulate and enforce community standards of safety and aesthetic quality. Article Six of the Declaration of Restrictions Affecting “Parkwood” (the Declaration, a.k.a The Restrictive Covenants) and Section 3 of this Article V define certain standards of maintenance and repair with which a homeowner must comply in order to alleviate conditions that the Association deems to be a nuisance or annoyance in the context of the above-cited “Declaration of Restrictions” (hereinafter called “Community Standards”). Moreover, Article Nine, Section 1 of the Declaration provides in pertinent part:

*“Violation of any restriction contained or provided for herein shall give PARKWOOD ASSOCIATION, in addition to all other remedies, the right to enter upon the land upon or as to which such violation exists and summarily to abate or remove, using such force as may reasonably be necessary, at the expense of the owner thereof, any erection, thing, or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof ... The owner of the said premises agrees to pay to PARKWOOD ASSOCIATION upon demand the cost and expenses of such abatement, and such costs and expenses shall be a lien upon the premises ...”*

### **Section 2. Community Standards Enforcement**

1. The Association is responsible for:

- a) Investigating complaints made against Parkwood homeowners and determining when homes or properties are judged to be in violation of Community Standards. Complaints are registered and maintained by the Association. The Board shall have the right, whenever there is reasonable cause to believe that a violation of Community Standards exists, to enter upon the property where a possible violation of Community Standards exists and investigate the complaint, as an agent of the Association.
- b) Respond to the complainant regarding receipt of the complaint and when or if action taken.
- c) Notifying homeowner when they have been determined to be in violation of Community Standards. Such notices shall state the particulars of the violation and give notice of a hearing if they fail to correct the problem by a specific date.
- d) Holding hearings on complaint issues if a homeowner does not address the violation.
- e) Reporting at monthly Board meetings on the state of standards issues.

2. In the event of a violation of the Declaration, Community Standards, or other Rules and Regulations of the Association, a hearing shall be held before an adjudicatory panel of members who are not Board members appointed by the Board to determine if any Member should be fined

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or if planned community privileges or services should be suspended. The following procedures shall be followed:

- a) Notice of the hearing shall be mailed via first class mail to the Member.
- b) The date and time of the hearing shall be set by the adjudicatory panel not more than two (2) weeks after the notice was mailed.
- c) In deciding upon sanctions, the panel shall consider the severity, duration, and persistence of a single violation or whether an accumulation of several violations has or continues to be occurring.
- d) If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and without further hearing, for each day more than five days after the decision that the violation persists. Such fines shall be assessments.
- e) If it is decided that a suspension of planned community privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured.
- f) The lot owner may appeal the decision of an adjudicatory panel to the Board by delivering written notice of appeal to the Board within 15 days after the date of the decision. The Board may affirm, vacate, or modify the prior decision of the adjudicatory body.
- g) The panel may choose to keep the hearing open for a specified period of time if the owner presents mitigating circumstances such as hospitalization or extended absence from the community.
- h) The owner may appeal the decision of the adjudicatory panel by delivering written notice of appeal to the Board. The Board must receive the appeal notice within fifteen (15) days of the date of the decision by the adjudicatory panel. The appeal shall be heard at the next regularly scheduled meeting of the full Board in Executive Session, or at a special meeting of the Board if determined to be necessary for this purpose by the Board. The Board may affirm, vacate, or modify the prior decision of the panel. The Board may grant a variance or delay in imposing sanctions if the owner submits a plan of compliance, presents an explanation why additional time is needed, or otherwise presents mitigating circumstances acceptable to the Board.

**Section 3. Community Standards:** Community Standards exist for the safety of the community and continued maintenance of property values. Each homeowner shall be responsible for upholding the community standards set forth in Subsections “a” through “c” of this Section. Failure to do so is considered an annoyance or nuisance as described in Article Six, Section 1 of the Declaration and subject to sanctions outlined in Section 2 of these Bylaws and in the Declaration.

**Item 1. Building Maintenance:** Each homeowner shall be responsible for keeping his/her home and other buildings in good repair. This shall include, but not be limited to:

1. Replacement of missing or worn roof shingles.
2. Replacement of broken windows.
3. Repair of structural damage and decay.
4. Maintenance and repair of exterior finish, shutters, and gutters.

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**Item 2. Grounds Maintenance:** Grounds around the buildings shall be adequately cared for. This shall include but not be limited to:

1. Removal of dead or hazardous trees.
2. Repair of fences.
3. Trimming and cutting of overgrown lawns and shrubs. The height of the grass on any homeowner's property shall be no more than 10 inches. All other vegetation on the homeowner's property shall be properly maintained so as to be in compliance with the community's aesthetic standards.
4. Mailboxes shall be attached firmly to their posts and kept in good repair.

**Item 3. Vehicle Maintenance and Parking:**

1. Vehicles in disrepair or in a junk, derelict condition are not to be located within the limits of the Parkwood Association. The Parkwood Board may grant a variance under special circumstances such as for an antique, classic, or special interest vehicle undergoing active restoration, or if the owner presents to the Board other mitigating circumstances. The owner of a vehicle that is given a special variance must cover the vehicle with a cloth tarp when not working on the vehicle. The special variance will be valid for a maximum of six (6) months, but may be renewed upon reapplication to the Parkwood Association Board.
2. All vehicles within Parkwood shall be parked in a designated driveway (i.e., an area clearly delineated and paved or covered with gravel or impermeable materials) and not on any yard areas of the property owner or on street sections designated to be "No Parking" zones. A variance to routinely or periodically park in areas not designated for parking may be granted by the Parkwood Association Board if the owner presents mitigating circumstances to the Board.
3. All motorized and non-motorized vehicles as governed by the Laws of the State of North Carolina which are consistently parked overnight within the limits of the Parkwood Association which: a) weigh more than five (5) tons; b) have more than two (2) axles; and/or c) have a payload of one and a half (1½) tons or more are prohibited. A variance may be granted by the Parkwood Association Board of Directors if the vehicle's owner has the written permission of all the homeowners residing within 300 feet of any parking place of the affected vehicle, and submits a copy of that information to the Parkwood Association.

**Item 4.** The Association reserves the right to address other community nuisances within the scope of the Declaration and pursuant to the Association's rules-making authority in § 47F-3-102 [1].

## **ARTICLE VI: MEETINGS OF MEMBERS**

**Section 1. Annual Meeting:** The Annual Meeting of the Members shall be held on the Tuesday preceding the regular scheduled Board meeting in September of that year, if not a legal holiday, but if on a legal holiday, then the day following, at a time and place designated by the President, provided the same place shall be somewhere in Durham County.

**Section 2. Special Meeting:** A special meeting of the members may be held at any time upon the call of the President, or from the call of any two directors, or upon the call of the members having at least twenty-five percent of the votes entitled to be cast at such meeting.

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**Section 3. Notice of Meetings:** Notice of regular and special meetings shall be given by the Corporate Secretary/Administrator by mailing to each certificate holder at the address shown on the records of the Association, a written or printed notice thereof specifying the time and place of such meetings, and in the case of a special meeting, the business to be transacted. Such notice shall be mailed to said address not less than ten (10) days nor more than fifty (50) days before any such meeting, and the mailing of such notice shall be sufficient and no further publication or notice shall be necessary. If mailed, such shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at his/her address as it appears on the record of members of the Association, with postage thereon prepaid. It shall be the responsibility of the individual members to keep the Secretary informed of their current addresses. In the absence of instructions from an individual member as to his/her address, the Secretary shall be entitled to rely on the most recent records of the Durham County Tax Collector to determine the addresses of the owner(s) of a Lot. The notice of any meeting shall state the time and place of the meeting and the items on the agenda.

**Section 4. Waiver of Notice:** Notice of the time, place, or purpose of any meeting of members shall be dispensed with if every certificate holder shall attend such meeting either in person or by proxy or if every absent certificate holder shall in writing either before or after the holding thereof waive such notice.

**Section 5. Quorum:** Members present shall constitute a quorum for the transaction of business at a meeting of the membership.

**Section 6. Order of Business:** The order of business at the Annual Meeting and so far as possible at all other meetings of the membership shall be (a) Calling of the roll; (b) Reading the notice of the meeting or the waiver thereof; (c) Reading of the minutes of the last meeting and approval thereof; (d) Election of Directors if the meeting be an annual meeting; (e) Presentation of and action upon reports of officers; (f) Unfinished business; (g) New Business and (h) Adjournment.

**Section 7. Procedural Guidelines:** All meetings will be conducted in accordance with Roberts Rules of Order.

## ARTICLE VII: BOARD OF DIRECTORS

**Section 1. Number and Term of Office:** There shall be a Board of Directors, who shall be elected from the membership of the Association at the Annual Membership Meeting. Directors shall be elected for a term of two (2) years (commencing October 1 of each year) and shall serve until their successors are duly elected and qualified.

The Board shall divide the Membership area into districts and provide for the election of directors from each district. Each district shall be represented by two (2) directors. Members shall be allowed to vote only in the election of directors representing the district wherein the member owns property. In the event that a single lot is owned by multiple parties, only one of those parties may be elected to the board.

The directors shall be property owners, members in good standing, and residents within the district they represent. However, if a position on the Board cannot be filled with a Parkwood resident owning property within a given district then that district position may be filled on an

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“At-Large” basis by any member in good standing elected from the general membership and the election of said director shall be by the vote of the entire membership. This “At-Large” director shall be elected for a term of one (1) year (commencing October 1).

The annual election of directors will be recorded on audio and/or video and posted in a secure location, available to homeowners only, within 10 days of the election.

Districts will remain permanent with no future changes. No lot shall be added to, or deleted from existing Districts.

**Section 2. Liaison Representative:** For purposes of effecting more continuous communication and coordination throughout the Parkwood Community, the Board of Directors may solicit the nomination of a Liaison Representative from relevant organizations to the Board of Directors. The Liaison Representative must be approved by the Board of Directors. The Liaison Representative shall serve for a period of 1 (one) year, or until the succeeding Annual Meeting when a new Board of Directors is elected. The Liaison Representative is subject to removal by the Board of Directors.

**Section 3. Vacancy:** The Board of Directors may appoint a member in good standing to fill a vacancy on the Board, but such action shall be effective only until the next ensuing Annual Membership Meeting at which time any remaining unexpired term shall be filled by election. The residence of the new Director shall be in the district represented by the Director who created the vacancy. If more than 1 (one) candidate applies for the position, an election from the affected District shall then be conducted. A vacancy may be filled on an “At-Large” basis provided that the vacancy is publicized and a bone fide effort is made to fill the vacancy from within that district for at least two weeks.

**Section 4. Removal or Resignation:** Any Director may be removed from office with cause by a majority vote of the Directors at the time in office at any annual, regular, or special meeting of the Board. Should any Director without excuse (acceptable to a majority of the remaining directors) fail to attend two successive regular meetings of the Board or three regular meetings of the Board in any twelve (12) month period, his continued Board membership must be voted upon by the Board of Directors. Their membership will continue unless a majority of the full Board votes to terminate said Director. Any Director may resign at any time by giving written notice to the Board. Any such resignation shall take effect at the date of receipt of such notice, or any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 5. Directors’ Fees:** The Directors are to receive no compensation whatsoever.

**Section 6. Annual Meeting of Directors:** The election of officers to fill the positions of President, Vice President, Treasurer, and Board Secretary shall be held no later than the regular October monthly meeting of the Board of Directors.

**Section 7. Regular Meeting:** Regular meetings of the Directors shall be held at least once each month at a time and place to be designated by the President. Notice of such meeting shall be made at least five days in advance. A copy of the minutes may be sent to each member if the board considers the sending sufficiently informative and beneficial to the members to warrant the financial expenditures.



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**Section 8. Special Meeting:** Special meetings of the Board of Directors may be called by the President or by two of the members of the Board of Directors at a time and place designated in the call.

- a. **Electronic Board Decisions:** Under the special circumstances where a decision of the board is needed before the next board meeting, a member may make a motion for a vote of the board electronically via email or other appropriate means. It is the obligation of that member (with the aid of the Corporate Secretary/Administrator) to ensure that all members are notified of the motion. Members without email shall be notified by phone or in person. After the motion, there shall be a period of discussion during which the motion must be seconded by another board member before voting begins. The proposer should suggest in the original motion how long the discussion period should last and lacking objection, the voting starts after that period. Members may request an extension of the discussion of the voting period to make it last up to four days after the motion has been seconded. The email thread shall be made available for viewing to any Association member at the Parkwood Office throughout the discussion and voting period. The motion passes when a majority of the total board membership communicates yea votes to the Corporate Secretary/Administrator. The motion fails if a majority of nay votes are communicated. If the motion has received neither a majority of yea or nay votes by the time of the next board meeting, the motion fails. It may be remade at the board meeting or a future time. The content and voting status of any electronic motions whether passed or failed since the last meeting is reported in the next board meeting immediately after the vote on the prior minutes and appears in the published minutes for that board meeting

**Section 9. Notice:** Notice of both regular and special meetings shall be mailed by the Corporate Secretary/Administrator to each member of the Board of Directors not less than five days before any such meeting. Notice shall be waived if all Directors attend the meeting or if every absent Director, in writing before or after the meeting waives notice.

**Section 10. Quorum:** A majority of the Board of Directors shall constitute a quorum for the transaction of business.

**Section 11. Officers:** The President shall serve as Chairman of the Board of Directors and preside at meetings of the Board, and the Secretary to the Board or the Association Staff shall act as secretary at such meetings. If neither the President nor Vice President is present, a temporary presiding officer may be elected by a majority vote of those Directors present, providing there is a quorum. If the Secretary to the Board is absent, the presiding officer shall appoint a temporary secretary for the meeting.

**Section 12. Order of Business:** The Order of Business at any regular meeting or special meeting of the Board of Directors shall be (a) Call the roll; (b) Reading the notice of the meeting or waiver thereof; (c) Approval of the minutes of the previous meeting; (d) Presentation of and action upon reports of Committees and/or Officers; (e) Unfinished Business; (f) New Business; and (g) Adjournment.

**Section 13. Indemnification:** Any person who at any time serves or has served as a Director or Officer of the Association shall have a right to be indemnified by the Association to

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the fullest extent permitted by law against (a) reasonable expenses, including attorneys' fees, incurred by him/her in connection with any threatened, pending, or completed civil, criminal, administrative, investigative, or arbitrative action, suit, or proceeding (and any appeal therein), whether or not brought by or on behalf of the Association, seeking to hold him/her liable by reason of the fact that he/she is or was acting in such capacity, and (b) reasonable payments made by him/her in satisfaction of any judgment, money decree, fine, penalty or settlement for which he/she may have become liable in any such action, suit or proceeding.

Upon request for payment, the President of the Association shall promptly call a special meeting of the Board of Directors to obtain approval to pay the indemnification required by these Bylaws. Such approval may be general or confined to specific instances, and shall not be unreasonably withheld. Upon approval by the Board of Directors, the President shall promptly cause the indemnification to be paid to the requesting party.

Any person who at any time after the adoption of these Bylaws serves or has served as a Director or officer of the Association shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of these Bylaws.

## **ARTICLE VIII: OFFICERS**

**Section 1. Number and Selection:** The Officers of this Corporation shall be a President, a Vice President, both of whom shall at all times be members of the Board of Directors; and a Secretary and a Treasurer, and such other Officers as the Board of Directors may from time to time by resolution create.

**Section 2. Officers:** The Officers of this corporation, except such Officers as may be appointed in accordance with Sections 3 and 5 of this Article, shall be chosen annually by the Board of Directors, and each shall hold his office for such period of one year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

**Section 3.** The Board of Directors may appoint such Officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

**Section 4.** Any officer may be removed from office either with or without cause by two-thirds vote of the Directors at the time in office at the Annual, Regular, or Special Meeting. Any officer may resign at any time by giving notice, to the Board of Directors or the President, or the Secretary to the Board or the Corporate Secretary/Administrator. Any such resignation shall take effect at the date of receipt of such notice, or at any later time specified therein; unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

**Section 5.** A vacancy in any office because of death, resignation, removal, disqualification or other cause shall be filled in the manner prescribed in the Bylaws for regular appointment to such office.

**Section 6.** The offices of Secretary and Treasurer may be held by the same person.

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**Section 7. Executive Committee:** The Executive Committee shall consist of the elected officers of the Board. All members of the Executive Committee shall be deemed to be Officers of the Board for the purpose of countersigning checks.

## ARTICLE IX: PRESIDENT

**Section 1.** The President, Vice President, or in the absence of or inability of both to act, the Director appointed as above, shall:

- a) Preside over all meetings of the members and of the Board of Directors;
- b) Sign as President all deeds, contracts, and other instruments in writing which have been first approved by the Board of Directors;
- c) Call the Directors together whenever he deems it necessary and shall have, subject to the advice of the Board of Directors, general supervision, direction, and control of the business affairs of the Corporation, and generally shall discharge such other duties as may be required of him by the Board of Directors.

**Section 2.** If at any time, the President shall be unable to act, the Vice President shall take his place and perform his duties. If the Vice President, for any cause, shall be unable to act, the Board of Directors shall appoint some member of the Board to act, in whom shall be vested for the time being all the duties and functions of President.

## ARTICLE X: VICE PRESIDENT

All duties and powers required or conferred by Law and these Bylaws upon the President, shall, in his absence, inability or refusal to act, be performed by the Vice President.

## ARTICLE XI: TREASURER

**Section 1.** The Treasurer shall be responsible for maintenance of a proper record of the accounts of the Association. He shall:

- a) Present a monthly financial statement to the Board of Directors for comments or questions,
- b) Present an annual financial statement to the Annual Meeting of the Membership, for its approval, after the approval of such record by the Board of Directors.

**Section 2.** The Treasurer shall receive and deposit in such bank or banks as the Board of Directors may from time to time direct, all of the funds of the Corporation, which funds shall be withdrawn, by such Officer or Officers as the Board of Directors shall, from time to time, designate.

## ARTICLE XII: SECRETARY

**Section 1:** The Secretary shall do, or cause to be done, the following:

- a) Record, distribute, and preserve Minutes of meetings of the Board or of the membership.
- b) Provide notice to the Board or membership, as appropriate, of upcoming meetings.
- c) Maintain and preserve in an appropriate place and manner all documents and files pertaining to the operations, activities, and history of the Association.

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- d) Maintain appropriate information and records concerning members of the Association, and make these available to the Board and others as appropriate.

**Section 2.** The Secretary shall also perform such other duties as may be required of him by the Board of Directors.

### **ARTICLE XIII: ASSOCIATION COMMITTEES AND STAFF**

**Section 1.** The Board may form committees or hire staff as needed to fulfill duties on behalf of the association.

### **ARTICLE XIV: AMENDMENTS, REPEAL OR ALTERATION OF BYLAWS**

**Section 1. By Membership:** These Bylaws may be amended, repealed, or altered by:

- a) A vote of a majority of a quorum of Members in good standing, and entitled to vote, at the Annual meeting of the Membership, or a Special meeting duly called for such purpose, or
- b) By written assent of a majority of Members in good standing, voting in a REFERENDUM initiated by:
  - 1) a two thirds vote of quorum of the Board of Directors, or
  - 2) a vote of two thirds of a majority of Members in good standing, or
  - 3) a majority of the Members at the Annual Meeting of the Membership.

**Section 2. By Directors:** These Bylaws may be amended, repealed, or altered by a two-thirds vote of those Directors present at a meeting of the Board of Directors, a quorum being present, provided the call for such a meeting shall contain a statement that such changes in the Bylaws shall be voted upon at this meeting.