

**BYLAWS  
OF  
WILDCAT HOMEOWNERS ASSOCIATION, INC.**

**Article 1**

**General**

**Section 1. Name.** The name of the corporation is **Wildcat Homeowners Association, Inc.** (hereinafter referred to as the "Association").

**Section 2. Membership.** As provided in the North Carolina Planned Community Act (N.C. Gen. Stat. 47F-1-101 et seq.) [Hereinafter referred to as the "Planned Community Act"], an Owner of a Lot shall become a Member of the Association (hereinafter referred to as a "Member") upon taking title to the Lot and shall remain a Member for the entire period of ownership. If title to a Lot is held by more than one person, the membership shall be shared in the same proportion as the title, but there shall be only one membership and one vote per Lot. Membership does not include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to each Lot and shall be transferred automatically by conveyance of that Lot and may be transferred only in connection with the transfer of title.

**Section 3. Voting.** Each Lot shall be entitled to one vote which may be cast in accordance with the terms herein. A vote may be cast by the Member, or by a lawful proxy as provided below. When more than one person owns a Lot, the vote for such Lot shall be exercised as they between or among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event of disagreement among such persons and an attempt by two or more of them to cast such vote or votes, such persons shall not be recognized and such vote or votes shall not be counted. The Board shall prohibit any Member from voting or from being elected to the Board of Directors if such Member is shown on the books or accounts of the Association to be delinquent in any payment to the Association.

**Section 4. Majority.** As used in these Bylaws, for any vote of the membership, the term "majority" shall mean those votes, Members, or other group as the context may indicate totaling more than 50% of the total number of eligible votes, Members, or other groups. Unless otherwise specifically stated, the words "majority vote" shall mean more than 50% of the eligible votes cast. Unless otherwise provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

**Section 5. Purpose.** The Association shall have the responsibility of administering the Wildcat Planned Community, establishing the means and methods of collecting the contributions to the common expenses, arranging for the management of the Association, enforcing the Declaration and these Bylaws, and performing all other acts that may be required to be performed by the Association by the Planned Community Act and the Declaration. The Association shall also amend and supplement the system of administration, the Declaration and these Bylaws as may be required from time to time and perform all other things or acts required or permitted to the Association under the Planned Community Act. Except as to those matters which either the Planned Community Act, the Declaration, these Bylaws or the North Carolina Nonprofit Corporation Act specifically require to be performed by the vote of the Association, the administration of the foregoing responsibilities shall be performed by the Board of Directors, as is more particularly set forth below.

## **Article 2**

### **Definitions**

Terms as used in these Bylaws shall have the meanings as set forth in Article 1 of the Declaration unless specifically provided otherwise or the context otherwise requires.

## **Article 3**

### **Meeting of Members**

**Section 1. Annual Meetings.** The Regular Annual Meeting of the Members shall be held at a time and place designated by the Board of Directors.

**Section 2. Special Meetings.** Special Meetings of the Members for any purpose may be called at any time by the President and shall be called upon the request of a majority of the Board of Directors or upon the written request of Members having 10% of the votes in the Association.

**Section 3. Notice of Meetings.** It shall be the duty of the Secretary to cause to be delivered to the Members a notice of each Annual or Special Meeting of the Association at least ten (10) days and not more than sixty (60) days prior to each Annual or Special Meeting. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration and any proposal to remove a director or officer. In the case of a Special Meeting, the notice of the meeting shall state specifically the purpose or purposes for which the meeting was called. The Secretary shall cause Notice of Annual or Special Meetings to be delivered to each Member's Address of Record, which shall be to that postal or e-mail address designated by the Member to the Secretary. If no address has been designated, then notice shall be delivered to the address of the property owner reflected by records of the Cherokee County, NC, tax records. The delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice.

**Section 4. Waiver of Notice.** Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a meeting shall also be deemed waiver of notice of all business transacted thereat, unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

**Section 5. Quorum.** The presence of Members entitled to cast 20% of the eligible votes of the Association, in person or by proxy shall constitute a quorum, unless some other quorum is required for a specific reason.

**Section 6. Adjournment.** Any meeting of the Members may be adjourned from time to time by the President or Chairperson or by a vote of the Members holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session and no additional notice of such adjourned session shall be required.

**Section 7. Proxy.** Any Member entitled to vote may do so by written proxy, duly executed by the Member, specifying the meeting at which the proxy is valid. To be valid, a proxy must be filed with the Secretary prior to the opening of the meeting for which it is to be used and must be dated. No proxy shall be revocable except by written notice delivered to the Association before a meeting or, if at the meeting, to the person presiding.

**Section 8. Vote by Written Ballot.** In accordance with Section 55A-7-08 of the North Carolina Nonprofit Corporation Act, any action that may be taken at any Annual, Regular, or Special Meeting of Members may be taken without a meeting if the Association delivers by mail, e-mail or otherwise a written ballot to every Member entitled to vote on the matter. Members may return a ballot in like manner.

**Section 9. Conduct and Business.** Robert's Rules of Order (latest edition) shall govern the conduct of the meeting, when not in conflict with the Declaration, Articles of Incorporation, these Bylaws, or any ruling made by the person presiding over the meeting.

## **Article 4**

### **Board of Directors**

**Section 1. Composition.** The affairs of the Association shall be governed by a Board of Directors composed of seven (7) Directors.

**Section 2. Annual Nomination and Election of Directors.** Members may nominate candidates for the Board of Directors; however the number of nominations by each Member shall not exceed the number of vacancies.

- (a) Nominations shall be delivered to the Secretary in writing no later than the first Monday in May of each calendar year. Nominees will be certified by the Secretary to be current as to all amounts owed the Association.
- (b) Nominees may provide a written resume of not more than 150 words to the Secretary no later than the third Monday in May.
- (c) The Secretary shall cause a ballot and resumes provided by nominees to be mailed or e-mailed to each Member's address of record not later than the first Monday in June.
- (d) Votes shall be received by the Secretary no later than the third Monday in June.
- (e) Votes will be tabulated and results announced to Members not later than the third Friday in June. The Term of newly elected Directors shall begin with the next regularly scheduled Board meeting.

**Section 3. Term of Office.** The Term of Office for Directors shall be staggered and be for two (2) years. Beginning with the Board election of 2013, the seven (7) candidates for the Board receiving the highest number of votes shall be elected. The four (4) nominees receiving the highest number of votes will be elected for a term of two (2) years. The remaining three (3) elected Directors will serve a term of one (1) year. In 2014, the three (3) candidates for the Board of Directors receiving the highest number of votes cast shall be elected for two (2) years. Thereafter, the vacancies of Directors whose terms are expiring shall be filled with the like number of candidates receiving the highest number of votes.

**Section 4. Officers.** The Board of Directors, at the first organizational meeting after the annual election of Directors, shall elect by majority vote a President, Vice President, Secretary, and Treasurer. Officers serve for one year or at the pleasure of the Board and may be removed with or without cause by a majority vote of the Board. An 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 at a later time specified in the notice and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective. An Officer vacancy shall be filled by a majority vote of the Board at the next regularly scheduled meeting.

**Section 5. President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and of the Board of Directors. The President shall have all

the general powers and duties which are incident to the office of the president of a corporation organized under the North Carolina Nonprofit Corporation Act.

**Section 6. Vice President.** The Vice President, unless otherwise determined by the Board, shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

**Section 7. Secretary.** The Secretary shall keep the minutes of all meetings of the Members and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the Secretary of a corporation organized in accordance with North Carolina law.

**Section 8. Treasurer.** The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors. Furthermore, the Treasurer shall cause an annual audit or review of the Association's books as directed by the Board or the Association pursuant to Article 5, Section 7 of these Bylaws. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Association. In the event the Association enters into a management agreement, it shall be proper to delegate any or all of the Treasurer's functions to the management agent as are deemed appropriate by the Board of Directors.

**Section 9. Removal of Directors.** At any Regular or Special Meeting of the Association duly called at which a quorum is present, any one or more of the members of the Board of Directors may be removed, with or without cause, by at least a 50% vote (or a majority) of all persons present and entitled to vote at such meeting and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any member of the Board of Directors who has been absent from three (3) consecutive regular Board meetings may be removed from the Board by the vote of a majority of the Board Members present at a regularly scheduled Board meeting.

**Section 10. Vacancies.** Vacancies in the Board of Directors caused by any reason, other than the removal of a Director by a vote of the Association, shall be filled by a vote of the majority of the remaining Directors, even though less than a quorum, at the next regularly scheduled Board meeting. Each person so selected shall serve until a successor shall be elected to fill the unexpired term of the vacancy at the next regularly scheduled election of Directors.

**Section 11. Compensation.** No Member of the Board shall receive any compensation from the Association for acting as such; provided, however, each Director, upon approval of the Board, shall be reimbursed for reasonable out-of-pocket expense incurred and paid by him on behalf of the Association, and nothing herein shall prohibit the Association from compensating a Director for services rendered to the extent authorized by the Members of the Association at any meeting called for that purpose; further provided, each Director, by assuming office, waives his or her right to institute suit against or make claim upon the Association for compensation.

**Section 12. Organizational Meeting.** The first meeting of a newly elected Board shall be held within 30 days of the election results at such time and place as may be determined by the Directors.

**Section 13. Regular Meetings.** Meetings of the Board of Directors shall be held regularly at such time and place as shall be determined by the Board. There shall be a minimum of six (6) meetings of the Board of Directors per year. Meetings of the Board may be held via teleconference or videoconference.

**Section 14. Special Meetings.** Special Meetings of the Board of Directors may be called by the President on ten (10) days' notice to each Director given by mail, e-mail, in person or by telephone, which notice shall state the time, place, and purpose of the meeting. Special Meetings of the Board of Directors shall be called by the Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least 3 Directors.

**Section 15. Waiver of Notice.** Any Director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall also constitute a waiver of notice by him of the time and place of such meeting.

**Section 16. Attendance of Members.** Meetings of the Board shall be open to all Members with the exception of meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by attorney-client privilege. Notice of Board meetings shall be distributed to the Members by e-mail seven (7) days prior to such meeting. Members wishing to attend or speak at a meeting shall provide notice to the President or Secretary four (4) days prior to such meeting and a limited time will be set aside at each Board meeting for Member comments. Members may not participate in any discussion or deliberation by the Board unless permission to speak is granted by the President.

**Section 17. Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Robert's Rules of Order (latest edition) shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Planned Community Act, the Declaration, the Articles of

Incorporation, these Bylaws, or any ruling made by the person presiding over the meeting. A majority of Directors shall constitute a quorum for the transaction of business. A decision of the Board of Directors shall be by a majority of those Directors present at the duly called meeting.

**Section 18. Tie Votes.** In the event of a tie vote by the Board of Directors, the President may, in addition to his vote as a Board member, exercise a supplemental vote to break the tie vote.

**Section 19. Powers and Duties.** The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association and may do all such acts and things as are not by the Declaration, Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the Association Members. The Board shall have the power to adopt, modify, and repeal such reasonable rules and regulations as it deems necessary and appropriate for the governance of the Association or the administration of the affairs of the Association and to impose sanctions for violations thereof, including, without limitation, monetary fines. Such powers and duties shall include but not be limited to:

- (a) Adopt and amend rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves;
- (c) Collect assessments for common expenses for Members;
- (d) Hire and terminate managing agents and other employees, agents, and independent contractors;
- (e) Institute, defend, or intervene in its own name in litigation or administrative proceedings on matters affecting the Association;
- (f) Make contracts, open bank accounts, and incur liabilities;
- (g) Regulate the use, maintenance, repair, replacement, and modification of common elements;
- (h) Cause additional improvements to be made as a part of the common elements within the limits of expenditures permitted by the Declaration and/or Bylaws;
- (i) 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 Section 47F-3-112 of the Planned Community Act;
- (j) Grant easements, leases, licenses, and concessions through or over the common elements;
- (k) Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements and for services provided to Members;
- (l) After notice and an opportunity to be heard, levy reasonable fines not to exceed \$100 per violation (on a daily basis for continuing violations) of the Declaration, Bylaws, and Rules and Regulations of the Association pursuant to Section 47F-3-107.1 of the Planned Community Act.;
- (m) Impose reasonable charges for late payment of assessments and for the preparation and recordation of statements of unpaid fees

- (n) Provide for the indemnification of and maintain liability insurance for its officers, directors, employees and agents;
- (o) Borrow money and assign its right to future income, including the right to receive common expense assessments subject to approval of the purpose of the borrowing by a majority of the vote of the Members of the Association;
- (p) Prepare, execute, certify and record amendments to the Declaration and Bylaws on behalf of the Association;
- (q) Exercise any other powers conferred by the Declaration or Bylaws;
- (r) Exercise all other powers that may be exercised in this State by nonprofit corporations; and
- (s) Exercise any other powers necessary and proper for the governance and operation of the Association.

**Section 20. Notice and Hearing.** Prior to imposition of any sanction hereunder which involves a fine, the Board of Directors or its delegate shall serve the accused with written notice describing the nature of the alleged violation and the proposed sanction to be imposed. The accused shall have a period of not less than fourteen (14) days within which to present a written request to the Board of Directors for a hearing or to correct the alleged violation. If requested, the hearing shall be held at the next regularly scheduled Board Meeting or at a date and time determined by the Board. The accused shall be notified of the date and time of the hearing. If the accused does not request a hearing within the specified time, and the violation has not been corrected, the proposed sanction may be imposed and the accused notified that the Board has levied the sanction.

**Section 21. Hearings.** If a hearing is requested within the allotted fourteen (14) day period, the sanction shall, unless the Board determines otherwise for health, safety or welfare, be stayed pending the hearing, which shall be held before the Board. The Board shall set the date and time of the hearing, which shall be within ten (10) days of the receipt of the notice requesting a hearing. Hearings shall be informal and provide the accused an opportunity to explain or resolve his acts or omissions. The Association shall not be required to provide any evidence or testimony at a hearing. If the Board, by majority vote, does not approve a proposed fine, it may not be imposed. Proof of proper notice shall be placed in the records of the Association. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the accused appears at the meeting. The minutes of any hearing shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

**Section 22. Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Association may elect to enforce any provisions of the Declaration or these Bylaws or the Rules and Regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the violator shall pay all costs, including reasonable attorneys' fees actually incurred by the Association.



**Section 23. Management Agent.** The Board of Directors may employ for the Association a professional management agent or agents, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. Any management contract shall contain a termination clause permitting termination without cause and without penalty, upon no more than 30 days written notice.

**Section 24. Committees.** The Board may establish Committees and appoint Members as it deems suitable. Committees shall provide advice and recommendations to the Board. Committees and the individual Members shall have no duty, power or authority to act on behalf of the Board of Directors or the Association. Committee members may be removed, with or without cause, upon majority vote of the Board of Directors. All Committee meetings shall be open to all Members. The Committee Chairperson shall cause the time, place and agenda of the meeting to be delivered to Members by e-mail or other means at their address of record at least 2 (two) days prior to the date of the meeting; or in the alternative, may provide Members with a pre-arranged Schedule of Meetings.

## **Article 5**

### **Fiscal Management**

**Section 1. Fiscal Year.** The fiscal year of the Association shall commence upon the first day of January and conclude on the thirty-first day of December.

**Section 2. Depositories.** The funds of the Association shall be deposited in accounts of financial institutions selected by the Board of Directors. All such accounts shall be fully insured by an agency of the United States Government. The funds shall be used only for lawful purposes of the Association.

**Section 3. Reserve Accounts.** The Board of Directors shall establish and maintain a reserve account to assist in the periodic capital repair, replacement and additions to the Common Areas.

**Section 4. Budget.** Prior to December 1 of each calendar year, the Board of Directors shall adopt a budget for the succeeding year in accordance with the Declarations and prior to December 15 shall provide each Member a copy of the Budget and Notice of the Annual Assessment.

**Section 5. Insurance.** The Association shall procure, maintain and keep in full force and effect insurance to protect the interests of the Association and the Members as the Board of Directors in its sole discretion may determine.

**Section 6. Accounts and Reports.** The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) Accounting controls shall conform to generally accepted accounting principles;
- (b) No remuneration shall be accepted by any Director or manager from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise;
- (c) Any financial or other interest which a Director, Officer, or manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;
- (d) Financial reports of the Association shall be prepared for the Board monthly.
- (e) An Annual Report consisting of the following shall be prepared and communicated to each Member within 75 days after the close of the fiscal year:
  - (1) financial statements presented in conformity with generally accepted accounting principles; or
  - (2) a financial report of actual receipts and expenditures on a cash basis, which report must show:
    - (a) the amounts of receipts and expenditures by classification and
    - (b) the beginning and ending cash balances of the Association.

The Annual Report referred to above shall not be required to be audited by a Certified Public Accountant.

**Section 7. Financial Review.** A review of the accounts of the Association shall be made annually in the manner directed by the Board and the results shall be communicated to each of the Members within 120 days after the close of the fiscal year. The Members may, by a majority vote at the Annual Meeting or at a Special Meeting, require that the accounts of the Association be audited as a common expense by an independent accountant or Certified Public Accountant.

## **Article 6**

### **Books and Records**

**Section 1. Inspection by Members.** Records of the Association shall be made available to all Members in accordance with Section 47F-3-118 of the North Carolina Planned Community Act and Chapter 55A of the North Carolina Non-profit Corporation Act.

**Section 2. Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to copies of relevant documents at the expense of the Association.

## **Article 7**

### **Miscellaneous**

**Section 1. Notices.** Unless otherwise provided in these Bylaws or otherwise required by law, 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, sent by pre-paid first class United States mail or by e-mail.

(a) if to a Member, at the postal or e-mail address which the Member has designated in writing and filed with the Secretary, or, if no such address has been designated, at the address of the Member as shown in the Cherokee County, NC, Register of Deeds; 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 in accordance with subsection (a) hereof.

**Section 2. Severability.** The invalidity of any part of the Declaration or these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Declaration or these Bylaws.

**Section 3. Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the Declaration or these Bylaws or the intent of any provision thereof.

**Section 4. Gender and Grammar.** The use of the masculine gender in the Declaration or these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

**Section 5. Conflicts.** In the event of conflicts between the North Carolina Planned Community Act, the Declaration, these Bylaws, and Board Resolutions; the Planned Community Act, the Declaration, the Bylaws and Board Resolutions shall control, in that order.

**Section 6. Amendment.** Any Board member or Member may propose an amendment to these Bylaws. Notice of the proposed amendment shall be included on the Board Agenda, not less than 15 days from the date of receipt. The Bylaws may be amended by a majority vote, being 50% of voting Members in the Association.

**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am duly elected Secretary of Wildcat Homeowners Association, Inc., a North Carolina not-for-profit corporation;

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted by vote of the Members of the Association on the \_\_\_\_ day of \_\_\_\_\_, **2012**.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Lisa Boehm, Secretary