

**BYLAWS OF  
TYLER PARK  
HOMEOWNERS ASSOCIATION, INC.**

THESE BYLAWS OF TYLER PARK HOMEOWNERS' ASSOCIATION, INC. are made this 16th day of December, 2015 by HHHunt Tyler Park, LLC, a North Carolina limited liability company, its successors or assigns (hereinafter referred to as "Declarant") and by the Board of Directors of Tyler Park Homeowners Association, Inc., a North Carolina non-profit corporation.

\*\*\*\*\***WITNESSETH**\*\*\*\*\*

WHEREAS, BY FILING ITS Articles Of Incorporation with North Carolina's State Corporation Commission, Tyler Park Homeowners' Association, Inc. (the "Association") was established as a North Carolina nonstick corporation on August 11, 2015;

WHEREAS, it is the desire of the Declarant and the Association's Board of Directors to adopt Bylaws for Tyler Park Homeowners Association, Inc.; and

NOW, THEREFORE, pursuant to the North Carolina Nonprofit Corporation Act, the Declarant and the Board of Directors of Tyler Park Homeowners Association, Inc. hereby adopt the Bylaws of Tyler Park Homeowners Association, Inc. which shall read as follows:

**ARTICLE I.**  
**NAME, PRINCIPAL OFFICE, AND DEFINITIONS**

**1.01 Name.** The name of the corporation and the community association shall be Tyler Park Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association").

**1.02 Principal Office.** The Association shall at all times maintain a registered office in the State of North Carolina and a registered agent at that address. The Association may have such other offices, as the Board of Directors may determine or as the affairs of the Association require.

**1.03 Definitions.** The words used in these Bylaws shall have the same meaning as set forth in that Declaration of Covenants, Restrictions and Easements for Tyler Park Homeowners Association, Inc. recorded on August 11, 2015 in the Wake County, North Carolina Registry in Deed Book 016115, Page 00972-01013 (said Declaration, as amended, restated, renewed, corrected or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

**ARTICLE II.**  
**ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES**

**2.01 Membership.** The Association shall have two (2) classes of membership, Class A and Class B, as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

**2.02 Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Property or as convenient thereto as possible and practical.

**2.03 Annual Meetings.** The first meeting of the Association, whether a regular or special meeting, shall be held within one year from the date of incorporation of the Association. Meetings shall be of the Members of the Association. Subsequent regular annual meetings shall be on a date and at a time set by the Board of Directors.

**2.04 Special Meetings.** 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 the Board of Directors or upon a petition signed by Members representing at least ten percent (10%) of the total votes of the Association.

**2.05 Notice of Meetings.** Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally, by mail or by email if the intended recipient has consented to receive notice in this manner, to each Member entitled to vote at such meeting, not less than twenty-one (21) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these Bylaws, the date, time and place of such meeting and the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association with postage thereon prepaid.

**2.06 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 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 special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

**2.07 Recess of Meetings.** If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may recess the meeting and reconvene it to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after the recess, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing at least ten percent (10%) of the votes, in person or by proxy, of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

**2.08 Voting and Rights of Members.** The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

**2.09 Proxies.** Unless provided otherwise in the Declaration, these Bylaws or the Articles of Incorporation, Members may vote by person or by proxy.

**2.10 Majority.** As used in these Bylaws, the term "majority" shall mean those votes, owners, or other groups as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

Unless otherwise provided by law or by specific provisions herein, the vote of a majority of the votes entitled to be cast by the Members present in person or by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by such Members.

**2.11 Quorum.** Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of the Members representing ten (10%) percent of the total eligible votes of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

**2.12 Conduct of Meetings.** The President shall preside over all meetings of the Association, and the Secretary, or his designee as determined by the Board of Directors, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. If the President and/or Secretary are not present then those directors present shall choose a pro-tem official.

### **ARTICLE III.**

#### **BOARD OF DIRECTORS: NUMBER, ELECTION, POWERS, MEETINGS**

##### **A. COMPOSITION AND SELECTION.**

**3.01 Governing Body; Composition.** The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) equal vote. Except with respect to directors appointed by the Class B Member, the directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board of Directors at the same time. In the case of a Member which is not a natural person, any officer, director, manager, member, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such member; provided, no Member may have more than one such representative on the Board of Directors at a time, except in the case of directors appointed by the Class B Member.

**3.02 Number of Directors.** The number of directors in the Association shall be not less than three (3) nor more than five (5), as provided in Section 4 below. The initial Board of Directors shall consist of three (3) members as identified in the Articles of Incorporation.

**3.03 Directors During Development Period.** Subject to the provisions of Section 5 below, the directors shall be selected and appointed by the Class B Member acting in its sole discretion and shall serve at the pleasure of the Class B Member until the first to occur of the following:

(a) when seventy-five percent (75%) of the Lots zoned to be permitted for the property described on Exhibit A of the Declaration, have been conveyed to Class A members, other than the Declarant; or

(b) when, in its discretion, the Class B Member so determines.

**3.04 Veto Power.** Notwithstanding the foregoing, Declarant shall have a veto power over all actions of the Board of Directors, as is more fully provided in this Section. This power shall expire two (2) years after the termination of the Development Period unless earlier surrendered in writing by the Declarant. This veto power shall be exercisable only by Declarant, and its successors and assigns who specifically take this power in a recorded assignment agreement from Declarant. The veto power shall be as follows:

No action authorized by the Board of Directors shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) Declarant shall have been given written notice of all meetings and proposed actions to be approved at meetings by certified mail, return receipt requested; electronically; or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice shall comply with the provisions of these Bylaws regarding notice of regular and special meetings of the directors and which notice shall set forth in reasonable particularity the agenda to be followed at the meeting; and

(b) Declarant shall be given the opportunity at any such meeting, including any executive session portion of such meeting, to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board of Directors or the Association. Declarant and its representatives or agents may make its concerns, thoughts, and suggestions known to the members of the Association and/or the Board of Directors, within fifteen (15) days of its receipt of the approved minutes from the meeting in which the decision was made. Declarant shall have and is hereby granted a veto power over any such action, policy, or program authorized by the Board of Directors and to be taken by the Board of Directors. The veto power may be exercised by Declarant, its representatives or agents at any time within ten (10) days of the meeting held pursuant to the terms and provisions hereof, or within ten (10) days of the date the Board of Directors takes any action by unanimous consent in writing pursuant to its authority to conduct action without a meeting. Any veto power shall not extend to the requiring of any action or counteraction on behalf of the Board of Directors. The Board of Directors should not implement any action, policy or program unless it has complied with this Section.

**3.05 Nomination of Directors.** Except with respect to directors selected by the Class B Member, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than two (2) months prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed.

The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. The Nominating Committee shall nominate separate slates for the directors to be selected at large by the Members. Nominations for each slate shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

**3.06 Election and Term of Office.** Notwithstanding any other provision contained herein:

(a) Directors appointed by the Declarant shall serve until they resign or are removed and replaced by the Declarant, or until they are replaced pursuant to these Bylaws.

(b) At the first annual meeting of the membership after the termination of the Development Period, the directors shall be selected as follows: Five (5) directors shall be elected, with the Members representing the Class A Members casting one (1) vote for each Lot which it owns. The top three (3) candidates receiving the most votes cast by the members entitled to vote in the election at a meeting at which a quorum is present shall be elected for a term of two (2) years, and the next two candidates receiving the most votes shall be elected for a term of one (1) year. At the expiration of the initial term of office of each member of the Board of Directors and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years.

Each Member shall be entitled to cast a vote with respect to each vacancy to be filled from each slate on which such Member is entitled to vote. There shall be no cumulative voting (As used herein, the term "cumulative voting" means a system of voting by which each voter multiplies the number of votes he or she is entitled to cast in the election by the number of directors for whom he or she is entitled to vote and then casts the product for a single candidate or distributes the product among two or more candidates). The candidate(s) receiving the most votes shall be elected. The directors elected by the Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

**3.07 Removal of Directors and Vacancies.** Any director elected by the Members may be removed, with or without cause, by the vote of the Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of the director. Directors appointed by the Declarant shall only be removed by the Declarant.

Any director elected by the Members who has three (3) consecutive unexcused absences from Board of Directors meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board of Directors to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of any director, the Board of Directors may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members entitled to fill such directorship may elect a successor for the remainder of the term. Any director appointed by the Board of Directors shall serve until the next meeting of the Membership, at which time the Membership shall elect a Director to fill the position in a manner so as to preserve the staggered term construct of the Board of Directors. Any person appointed by the Board of Directors to fill a vacancy may be eligible for election to the Board of Directors for the remainder of the term of such director.

**B. MEETINGS.**

**3.08 Organizational Meetings.** The first meeting of the Board of Directors following each annual meeting of the membership shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Board of Directors.

**3.09 Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

**3.10 Special Meetings.** Special meetings of the Board of Directors shall be held when called by written notice by the President of the Association or by any three (3) 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 U.S. mail, postage prepaid; or (c) by email, if the director has previously provided written consent to receive such notice by email. All such notices shall be sent to the director's residential or email address as shown on the records of the Association. Notices sent by first class U.S. mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery or email shall be delivered, or sent by email at least seventy-two (72) hours before the time set for the meeting. Notices may be sent by email pursuant to this Section if the Association has the consent in writing from the email recipient that delivery of email notice for the purposes of this Section is acceptable.

**3.11 Waiver of Notice.** The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if: (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

**3.12 Quorum of Board of Directors.** 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 of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may recess the meeting and reconvene it to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**3.13 Compensation.** No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the votes of the Association, in person or by alternate, at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board of Directors prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director.

**3.14 Conduct of Meetings.** The President, or in his absence the Vice President, shall preside over all meetings of the Board of Directors, and the Secretary, or his designee as determined by the Board of Directors, shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

**3.15 Open Meetings.** All meetings of the Board of Directors shall be open to all Members subject to reasonable rules adopted by the Board of Directors. During a meeting the Members shall have a period of time designated by the Board of Directors in which to have the opportunity to comment on any matter relating to the Association. During a meeting at which the agenda is limited to specific topics or at a special meeting, the Board of Directors may limit the comments of Members to the topics listed on the meeting agenda. Otherwise, a Member other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak.

Notwithstanding the above, the President may recess any meeting of the Board of Directors and reconvene in executive session, excluding Members.

**3.16 Action without a Formal Meeting.** Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting only if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

### **C. POWERS AND DUTIES.**

**3.17 Powers.** The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Articles, and as provided by law. The Board of Directors may do or cause to be done all acts and things as are not by the Declaration, Articles, these Bylaws, or North Carolina law directed to be done and exercised exclusively by the membership generally.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

(a) preparing and adopting, in accordance with the Declaration, annual budgets in which there shall be established the contribution of each Owner to the Common Expenses;

(b) levying of assessments to defray the Common Expenses and establishing the means and methods of collecting such assessments.

(c) providing for the operation, care, upkeep and maintenance of all of the Areas of Common Responsibility;

(d) designating, hiring and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair and replacement of its property and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(e) collection of assessments, depositing the proceeds thereof in a federally insured bank depository which it shall approve, and using the proceeds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in federally insured depositories other than banks;

(f) promulgating and amending rules and regulations;

(g) opening bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the costs thereof, and filing and adjusting claims, as appropriate;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available, subject to reasonable rules adopted by the Board of Directors, to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of a First Mortgage on any Lot, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules and all other books, records, and financial statements of the Association;

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Property; and

(o) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association in accordance with North Carolina law, and in accordance with the Articles of Incorporation and the Declaration.

**3.18 Management.** 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. The Board of Directors may delegate to the managing agent or manager, subject to the Board of Directors' supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (a), (b), (f), (g) and (i) of Section 3.17 of this Article.

The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.



The Association shall not be bound, either directly or indirectly, by any management contract executed during the Development Period unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty, at any time after termination of the Development Period upon not more than one hundred and twenty (120) days written notice.

**3.19 Borrowing.** The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Common Area or facilities without the approval of the Members of the Association. The Board of Directors shall also have the power to borrow money for other purposes, provided the Board of Directors shall obtain Member approval in the same manner provided in the Declaration for special assessments in the event that the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year. During the Development Period, no mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of the Members representing at least fifty-one percent (51%) of the total votes of the Association.

**3.20 Rights of the Association.** In accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other owners or residents associations, both within and without the Property. Such agreements shall require the consent of a majority of the total number of directors of the Association.

**3.21 Enforcement.** In addition to such other rights as are specifically granted under the Declaration and North Carolina law, the Board of Directors shall have the power to assess charges against an Owner for his or her or his or her families', tenants', guests', residents' or other invitees' violation of any provision of this Declaration, Bylaws or rules of the Association, after notice and an opportunity for a hearing have been provided to the Owner pursuant to state law. The Board of Directors shall also have the power to suspend the voting rights for the nonpayment of assessments or the right of an Owner to use facilities or services, including utility services, provided directly through the Association, for nonpayment of assessments which are more than sixty (60) days past due, to the extent that access to the lot through the common areas is not precluded and provided that such suspension shall not endanger the health, safety or property of any owner, tenant or occupant, if any (i) for any period during which any charge against such Owner's Lot remains delinquent for more than sixty (60) days, and (ii) for a period not to exceed sixty (60) days for a single violation or for a longer period in the case of any continuing violation, of the Declaration, Bylaws or rules of the Association, after notice and an opportunity for a hearing have been provided to the Owner pursuant to state law. The failure of the Board of Directors to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

(a) **Notice.** Prior to imposition of any sanction hereunder, the Board of Directors or its delegate shall serve the alleged violator with written notice describing: (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed, including the amount of any assessed charge; (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Covenants Committee, if any, or Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested within the allotted ten (10) day period, the Board of Directors shall send the owner notice of the date, time and place of the hearing by registered or certified mail, return receipt requested, to the Member at the address of record with the Association at least fourteen (14) days prior to the hearing. The hearing may, at the discretion of the hearing tribunal, be held in executive session affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. 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 alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors or the Covenants Committee, if any, may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Member or resident. Notice of the results of the hearing shall be hand-delivered or sent by registered certified mail, return receipt requested, to the alleged violator within seven (7) days of the hearing.

(c) Appeal. If there is a Covenants Committee, following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. If the hearing is before the Board of Directors, the violator shall have the right to appeal the decision to the Board of Directors for rehearing. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these Bylaws or the rules and regulations of the Association by self-help 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 Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees, actually incurred.

#### **ARTICLE IV.** **OFFICERS**

**4.01 Officers**. The officers of the Association shall be elected by the Board of Directors and shall be a President and Vice President to be elected from among members of the Board of Directors, and a Secretary and a Treasurer, who may be elected from any member of the Board of Directors and the Association Membership. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Such other officers may, but need not be members of the Board of Directors. Any two (2) or more offices may be held by the same person, except the office of President.

**4.02 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, as herein set forth in Article III. 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.

**4.03 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. 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.

**4.04 Powers and Duties.** The officers of the Association shall each 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 specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have 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.

**4.05 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 at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**4.06 Agreements, Contracts, Deeds, Leases, Checks, Etc.** 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.

**4.07 Compensation.** Compensation of officers shall be subject to the same limitations as compensation of directors under Article III Section 3.13 of these Bylaws.

#### **ARTICLE V. COMMITTEES**

The Board of Directors may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board of Directors may designate by resolution. Each committee 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.

#### **ARTICLE VI. LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS**

**6.01 Liability and Indemnification of Officers and Directors.** The Association shall indemnify every officer, director, committee member or recognized volunteer of the Association against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer, director, committee member or recognized volunteer in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which the officer, director, committee member or recognized volunteer may be made a party by reason of being or having been an officer, director, committee member or recognized volunteer of the Association regardless of whether he is an officer, director, committee member or recognized volunteer at the time such expenses are incurred. The officers, directors, committee members or recognized volunteers of the Association shall not be liable to the Members for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers, directors, committee members or recognized volunteers of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to

the extent that such officers, directors, committee members or recognized volunteers are liable as Members) and the Association shall indemnify and forever hold each officer, director, committee member or recognized volunteer free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member or recognized volunteer of the Association, or former officer, director, committee member or recognized volunteer of the Association, may be entitled.

**6.02 Common or Interested Directors.** The Board of Directors shall exercise its powers and perform its duties in good faith and with a view to the interests of the Association. A contract or other transaction between the Association and one or more of its directors, or between the Association and any corporation, firm or association (including the Declarant) in which one or more of the directors of the Association are directors or officers or are pecuniarily or otherwise interested, shall not be void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because such director's or directors' votes are counted for such purpose, provided that any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes and the Board of Directors authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the Lot Owners, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The cost of any services or goods contracted for is competitive with the cost of like services or goods provided by other reputable companies offering such services or goods in the Wake County, NC metropolitan area; or

(d) The contract or transaction is commercially reasonable for the Association at the time it is authorized, ratified, approved or executed.

A common or interested director may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction as if he were not such a common or interested director.

## **ARTICLE VII.** **MISCELLANEOUS**

**7.01 Fiscal Year.** The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

**7.02 Parliamentary Rules.** Except as may be modified by Board of Directors resolution, Association proceedings shall be conducted in accordance with best business practices when not in conflict with North Carolina law, the Articles of Incorporation, the Declaration or these Bylaws.

**7.03 Conflicts.** If there are conflicts between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall prevail. If there are conflicts between the Declaration and the Bylaws, the Declaration shall prevail.

#### **7.04 Books and Records.**

(a) Inspection by Members and Mortgagees. The Board of Directors shall make available for inspection and copying by any holder, insurer or guarantor of a First Mortgage on a Lot, for a purpose reasonably related to the interest in the Lot, or by a Member of the Association in good standing, for a purpose reasonably related to the Member's interest in the Association or Lot, or by the duly appointed representative of any of the foregoing, upon five (5) days' written notice at a mutually convenient time and location: the Declaration, Bylaws and/or Articles of Incorporation, any amendments to the foregoing, the rules and regulations of the Association, the membership register, books of account and/or the minutes of meetings of the Members, the Board of Directors and/or committees.

(b) Rules for Inspection. The Board of Directors shall establish rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the actual cost of materials and labor for reproducing copies of documents requested prior to providing the requested copies.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records and/or 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 make extracts and a copy of relevant documents at the expense of the Association.

**7.05 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 or if sent by United States Mail, first class postage prepaid:

- (a) if to a Member, at the address of record with the Association; 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 notice in writing to the Members pursuant to this Section.

#### **7.06 Amendment.**

(a) By Class B Member. Prior to the conveyance of the first Lot by the Declarant to an Owner of an Improved Lot, the Class B Member may unilaterally amend these Bylaws at any time and from time to time if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibits A or B of the Declaration for development as part of the Property, the Declarant may unilaterally amend these Bylaws for any other purpose, provided the amendment has no material adverse affect upon any right of any Owner.

(b) By Members Generally. Except as provided above, these Bylaws may be amended by the resolution of the Board of Directors, the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes of the Association, and the consent of the Class B Member, if such exists. In addition, the approval requirements set forth in the Declaration shall be met, if applicable, notwithstanding the above. The percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

If an Owner consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

*{Remainder of Page Intentionally Left Blank}*

IN WITNESS WHEREOF, the undersigned Declarant and Tyler Park Homeowners Association, Inc. have executed these Bylaws for Tyler Park Homeowners Association Inc. this 14 day of July, 2016.

DECLARANT:

HHHUNT TYLER PARK, LLC

By: [Signature]

Name: George W. Moore III

Its: President

STATE OF Virginia  
COUNTY OF Henrico

I, Jennifer L. Malkus, a Notary Public for said County and State, do hereby certify that George W. Moore III, personally appeared before me this day and acknowledged that (s)he is the President of HHHunt Tyler Park, LLC, a North Carolina limited liability company, and that (s)he, being authorized to do so, executed the foregoing on behalf of the limited liability company.

WITNESS my hand and notarial stamp/seal, this 14 day of July, 2016.

Jennifer L. Malkus  
Notary Public

My commission expires:

8-31-2019

NPRAL1:559456.1-TBF-(KBURNS) 054308-00013

