

**BY-LAWS OF THE WOLF LAUREL  
PROPERTY OWNERS ASSOCIATION, INC.**

**Amended November 10, 2017**

**Article I, Name and Location**

These are the By-laws of the Wolf Laurel Property Owners Association, Inc. (hereafter referred to as "Association" or "WLPOA"). The organization shall embrace the geographical area known as the Wolf Laurel Resort located in the counties of Madison and Yancey, North Carolina, and membership shall be limited to property owners of record located therein. Hereafter such reference will be the "Wolf Laurel Community." The address of the Association shall be 91 Village Lane, Mars Hill, North Carolina 28754.

**Article II, Purposes**

The Association is formed to serve as the means through which members may express their opinions and wishes and take action with regards to the administration, management, and operation of the Association.

The purposes of the Association include, but are not limited to, the following:

1. To develop, improve, and maintain the overall environment of the Wolf Laurel Community in order to provide safe, healthful and harmonious living and to assure the protection of its natural features for the aesthetic enjoyment of its residents.
2. To promote the collective and individual property and civic interests as well as the rights of all the property owners.
3. To take necessary and appropriate measures to promote the general welfare and interests of the property owning residents of the Wolf Laurel Community.
4. To promote and/or arrange social, recreational, and educational activities of members.
5. To own and maintain Wolf Laurel Community amenities and facilities.

**Article III, Members and Benefits**

Section A: Membership and Benefits

1. a. Membership in the Association is in the name of the owner of a house or lot (property) in the Wolf Laurel Community which may be an individual, joint ownership by husband and wife, joint ownership by other individuals, or the one (1) designee for ownership by a corporation, an estate or a trust.
- b. Annual Non-Equity Members Benefit of Membership, as stated in these By-Laws or as may be established by the Board of Directors, shall include the children and grand children (family) and their guests only: however they may not use the Amenities except when specified events or activities may be open respectively to Non-Equity members or non members.
- c. Equity Members and Participant/User Non-Equity Members Benefits of Membership, as stated in these By-Laws or as may be established by the Board of Directors, shall include the children and grand children (family) and their guests or the one (1) designee of a corporation, estate or trust and their family and guests which will be allowed the benefits of Equity Members
- d. Benefits of membership set out in (b) and (c) above shall not extend to persons or entities who rent from members unless such persons have been accepted as term members and are members in good standing.
- e. Membership in the WLPOA shall be open only to property owners of record within the gates.

f. All equity and participant/user non-equity members described in 1.c. shall constitute "The Village Club at Wolf Laurel" which name is adopted herein as the official name to collectively refer to these memberships. Annual non-equity members are not included in this reference.

2. Non-Equity Membership: There are three (3) types of Non-Equity Memberships.

a. Annual Non-Equity Membership: Such members have paid the annual dues as set by the Board of Directors and shall receive the following benefits:

1. Receipt of the "Top of the Bald" publication.
2. Receipt of one directory of WLPOA members as published annually.
3. Availability of WLPOA cabin at security gate as a point for delivery of parcels.
4. Use of the Wolf Laurel Resort Community Center to socialize and to have meetings or events, for which a user charge may be made, and use of the Wi Fi.
5. Use of WLPOA library.
6. Receipt of e-mail alert notices.
7. The Benefit of representation of the member's interests on community matters.
8. Use of Postal Pickup at the Community Center.

b. Participant/ User Non-Equity Membership: This category of membership is for those members who desire to participate in and use the amenities on a fee only basis, and who agree to pay a one (1) time initiation fee which is neither refundable nor redeemable, annual dues, use charges, assessments, and annual amenity fees for a period of not less than six (6) years or as may be set from time to time by the Board. Such members are not required to agree to enter into a deed covenant, restriction, or condition. Participant/User Non-Equity Members shall receive the same benefits as Equity Members as stated in these By-Laws or as may be established by the Board of Directors.

c. Participant/User Non-Equity Lifetime Memberships: This category of membership have paid a one-time membership fee of \$5,000, none of which is refundable or redeemable; will receive the same benefits as Participant/User Membership; shall be excused from an annual amenity fee for the lifetime of such member or surviving spouse; are not required to enter into a deed covenant, restriction. or condition; but shall be subject to assessments, annual dues, and use charges as may be set from time to time by the Board. This category may be closed or reopened by a majority vote of the Board of Directors

3. Equity Membership: This category of membership is for those members who have signed an Equity Membership Redemption Agreement. This agreement serves to impose on a property owner's property a permanent covenant, restriction, and condition that will run with the land, and provide that all owners of that property in the future must become an Equity Member of the Association. In addition these members agree to pay annual dues, use charges, assessments, and annual amenity fee, as may be set from time to time by the Board and have paid a one time membership fee of \$1,900.00, which shall not be increased more than 3% on an annual basis for future Equity Memberships. Equity Memberships shall receive such benefits as may be provided from time to time by the Board including, but not limited to:

1. All benefits of Non-Equity Membership.
2. Use of the Pavilion for social or other functions approved by the Board of Directors for which a use charge may be made.
3. Use of Angelica Ridge picnic area.
4. Use of the tennis courts, basketball courts, and the adjoining area.
5. Use of the swimming pool.
6. Use of the Nature Trail and access route to the Appalachian Trail.
7. Use of Trout Pond, fishing pier, and observation gazebo as well as amphitheatre area.
8. Attendance at Monday and Friday Nighters.

9. Attendance at amenity sponsored events to include but not limited to sponsored dances, barbeques, concerts, etc.
10. Participation in all other events sponsored for the benefit of amenity members.

4. Lifetime Equity Membership: Lifetime Equity Members are Equity Members that have paid a one-time membership fee of \$5,000.00. Lifetime Equity Members will receive the benefits of an Equity Membership and shall be excused from an annual amenity fee for the lifetime of such member or surviving spouse. Such members shall be subject to assessments, annual dues, and use charges as may be set from time to time by the Board. This category may be closed or be reopened by a majority vote of the Board of Directors.

5. Equity Naming Memberships: Equity Naming Memberships are Equity Members that have paid a fee for the naming right to buildings or areas within the property owned by the WLPOA. Equity Naming Membership shall have all the rights of Equity Lifetime Membership and shall be excused from an annual amenity fee for the lifetime of such member and surviving spouse. Such members shall be subject to assessments, annual dues and use charges as may be set from time to time by the Board.

6. Notwithstanding the above, Lifetime Memberships, both Equity and Participant/User which are held in the name of a trust, corporation, or estate will be excused from paying the annual amenity fee for a period not to exceed twelve (12) years. Such members shall be subject to assessments, annual dues, and use charges as may be set from time to time by the Board.

7. Term Memberships: This membership is for persons or entities who are not owners of property within the gates of the Wolf Laurel Resort and who are residing at the residence of an amenities member and who are leasing that residence. The procedure for obtaining this class of membership, the fees and costs; and the term of membership; privileges and benefits thereof shall be set by the WLPOA Standing Rules. Except as provided by the WLPOA Standing Rules, a term member shall not be entitled to any benefits or privileges provided by the bylaws to any other class of membership. This class of membership shall entitle the member to use of the Village amenities only.

8. Annual Memberships: This membership is for persons who are residing at Wolf Laurel pursuant to a written lease with a term of one year or longer. The procedure for obtaining this membership, the costs, privileges and benefits thereof shall be set by the WLPOA Standing Rules.

#### Section B: Transfer upon Death or Divorce

1. Upon the death of an Equity Member who holds a membership alone or jointly with a spouse, the membership automatically passes to the deceased member's spouse, if any.
2. If a spouse does not survive the deceased member, then the membership may be passed by bequest, intestate succession, and transfers from a deceased member's trust. If the legatee does not apply for the membership within one (1) year after the deceased member's death, the membership shall be deemed forfeited and refund of any one time payment will be made in accordance with the By-laws.
3. In the event married members are legally separated or divorced, title to the membership shall remain with the spouse awarded the membership in any division of marital property. In the absence of a separation agreement or court decree, the rights and benefits shall continue in the owner of the membership, and both such persons shall remain responsible, jointly and severally, for the payment of all dues, fees, and assessments associated with such membership.

#### Section C: Redemption

1. Equity Redemption Fund: The Board shall maintain an Equity Redemption Fund which shall be funded through new membership fees from purchasers of property that already have a WLPOA Equity Membership requirement as a deed restriction.

2. Upon ceasing to be a property owner in Wolf Laurel, an Equity Member, Lifetime Equity Member, and Equity Naming Member may make application to the WLPOA for redemption of the Equity Membership fee. An Equity Member, Lifetime Equity Member, or Equity Naming Member shall receive upon redemption only the amount an Equity Member paid to initially join during the same time period, less any amount of overdue dues, charges, or assessments.

## **Article IV, Meetings**

### Section A: Membership Meetings

1. Annual Meeting: An Annual Meeting of members shall be held for the purpose of hearing reports from officers and committees, consideration of appropriate business, and election of and/or report on election of the Board of Directors. The Annual Meeting shall be held during the month of July with the date, time, and place determined by the Board of Directors.
2. Special Meetings: Such meetings may be called by the Board of Directors or may be petitioned by no less than 50 members who hold voting rights. Such requests shall state in writing the purpose(s) of the proposed meeting. Business transacted at a Special Meeting shall be confined to the purpose stated in the request.
3. Notice of Annual and Special Meetings: Notice of meetings shall be in writing and delivered by mail, in person, or by electronic means. Notice of the Annual Meeting shall be given not less than fifteen (15) days prior to the date of the meeting, which shall be held the last Saturday in July unless changed by the Board upon (30) days notice. Notice of Special meetings shall be given a reasonable time prior to the meeting, depending on the urgency of the matter(s) to be considered.
4. Quorum for Annual/Special Meetings: Ten percent (10%) of the voting members in attendance, or by proxy, shall constitute a quorum at annual or special meetings.

### Section B: Board Meetings

1. Meeting: The Board of Directors will normally meet monthly for the purpose of transacting community business on the Second Friday unless rescheduled in advance by the Board and controlled by an agenda published electronically no less than 48 hours prior to the meeting, or at a reasonable time prior to the meeting, depending on the urgency of the matter(s) to be considered.
2. Quorum for Board Meetings: Fifty-one percent (51%) of the Board of Directors in attendance, by electronic means or by proxy, shall constitute a quorum at monthly meetings.

### Section C: Conduct of Meetings

The current edition of *Roberts Rules of Order Newly Revised* shall govern the conduct of all meetings unless specifically covered by these By-laws or any special rules of order that may be adopted or as may be required by the statutes of North Carolina.

## **Article V, Voting Rights and Proxies**

### Section A: Voting Rights

1. Eligibility: Each membership in good standing shall be entitled to vote on each matter submitted to a vote of the membership of the WLPOA. A membership in good standing is a Wolf Laurel property owner who has paid up dues, usages fees, amenity fee, if any, and assessments.
2. Voting Rights: The right to vote is based upon the ownership of only one (1) residential unit or lot regardless of the number of properties to which a member may hold title. All members shall have one (1) vote; except, Equity Members and Participant/User Non-Equity Members shall have

three (3) votes regarding matters relating to the use and maintenance of the amenities referenced in Article III, Section A, 2 through 5 of these By-laws.

Section B: Proxies

1. Votes may be cast in person or by proxy. To be valid, proxies must be duly certified in accordance with procedure set forth by the Board of Directors. A proxy is valid only for the particular meeting for which it is filed.
2. A proxy may not be used in the election of members of the Board of Directors.

**Article VI, Board of Directors**

Section A: The Board

1. A Board of Directors shall manage the Association. They must be drawn from Association members in good standing.
2. Board members shall not receive any compensation for services on the Board; however they shall be reimbursed for all documented expenses approved by the Board.
3. The immediate past president, if not continuing as a Board member, shall serve as an ex-officio voting member of the Board. The person serving shall not be counted in the determination of a quorum.
4. Past Board members who have made significant contributions of their time and effort on behalf of the Association and the Wolf Laurel Community may be elected Emeritus Board Members on an annual basis by a majority vote of the Board. Emeritus Members, may attend Board meetings, participate in discussions, and serve as an officer or as a member or Chair of a committee(s); but will not have a vote, except on committees, nor count for a quorum at Board meetings.

Section B: General Powers

1. The responsibility of the Board shall include, but not be limited to, the following:
  - a. Elect officers of the Association. Such election is to be held at the first meeting of the Board of Directors following the Annual Meeting of the Association.
  - b. Approve appointment of committees when so designated.
  - c. Fill any vacancy that might occur on the Board of Directors or of Officers of the Association until the next Annual meeting, at which time the vacancy shall be filled by election for the remainder of the original term.
  - d. Provide for administrative functions related to the WLPOA including but not limited to:
    - 1) Enter into contracts, leases, deeds, conveyances, easements, licenses concessions, and incur liabilities.
    - 2) Establish and collect the annual dues, amenity fees, facility or area usage charges, assessments, and any other fee or charge.
    - 3) Regulate the use, maintenance, repair, and modification of WLPOA facilities and areas.
    - 4) Enter into mortgages for the acquisition of real and personal property including but not limited to the facilities known as The Barn or Wolf Laurel Resort Community Center, and the stand alone building that currently houses the offices of Bald Mountain Development Corporation. The Board in its discretion may utilize all or a portion of the Lifetime Equity Membership fee, Equity Membership fee, and Participant/User Non-Equity initiation one-time fee; a portion of membership annual dues may be used to reduce the amount of the mortgage required for such purchases.

- 5) Hire and terminate managing agents, independent contractors, and other employees or agents.
- 6) Impose reasonable charges for late payment of assessments, dues, and fees.
- 7) Institute, defend, or intervene in its own name in litigation or administrative proceeding on matters affecting the WLPOA, its members, or the Wolf Laurel Community and pay the necessary legal costs for such legal representation
- 8) Provide for the indemnification and maintain liability insurance for its officers, directors, employees, and agents.
- 9) Adopt a budget which details the income and expenditures of the WLPOA and provide for an annual review of income, expenditures, and reserves and incur indebtedness within the limits established. The Board in its discretion may utilize a portion of the Lifetime Equity Member and Equity Membership fee, and one-time initiation payment of the Participant /User Non-Equity Membership and all or a portion of membership annual dues for operating and maintenance costs.
- 10) Approve a depository or depositories for WLPOA funds and determine the manner in which drafts and other instruments for the payment and receipt of funds shall be executed.
- 11) Promulgate, modify, or delete rules and regulations without consent of the members for the operation, maintenance or use of facilities and areas owned or operated by the WLPOA. Such rules and regulations shall be binding on all WLPOA Members until and unless overruled, canceled, or modified at a regular or special meeting by a majority vote of the members entitled to vote on the matter in accordance with Article V of these By-Laws. All members, guests and term members shall comply with such rules and regulations. Becoming a member, entering upon or using WLPOA property, areas, facilities, programs, or events constitutes agreement that such rules and regulations are accepted by, ratified by, and are binding on all members, guests, and term members.
- 12) Establish inactive membership status for past dues and assessments owed until such past payments are brought up to date.
- 13) Do all things that prudent administration of the WLPOA will require.

- e. No part of the net earnings of the corporation shall inure to the benefit of or be distributable to, its members, directors, officers, or other private persons except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of purposes set forth in these Bylaws.

2. Interpretation of By-laws: The Board shall have the corporate power to perform as permitted for non-profit corporations by law, statute, Articles of Incorporation, and by these By-laws. The Board may also determine the interpretation or construction of these By-laws, or any parts thereof, which may be in conflict or of doubtful meaning; the Board's decision shall be final and conclusive, so long as consistent with applicable law and in harmony with the rest of these By-laws.

- a. Conflict between By-laws and Articles of Incorporation: in the event of any conflict between these By-laws and the Articles of Incorporation, the latter shall prevail.
- b. Members that attend by electronic means count the same as being physically present.

Section C: Number and Term of Office

The Board shall consist of eleven (11) members elected in staggered terms of six and five members. They shall serve a term of two years and be eligible for reelection. No member may serve more than three consecutive terms without an interim period of one year.

Section D: Nomination and Election

1. No less than (3) months prior to the Annual Meeting, the President shall appoint a Nominating Committee of three (3) members who are not members of the Board. The committee shall be confirmed by the Board of Directors.
2. The Nominating Committee shall submit its report of nominees to the President at least forty five (45) days prior to the Annual Meeting. It shall nominate no less number of nominees than there are vacancies and no more than two (2) nominees for each vacancy.
3. Members not selected by the nominating committee may be nominated by petitions signed by twenty-five (25) members. Such nominations must be submitted to the President in accordance with the dates established by the Board of Directors.
4. A ballot containing names of all nominees shall be sent to Association members not less than fifteen (15) days prior to the annual meeting. The current Board will ensure that biographical information, including the method of nomination, will be included along with each ballot. The primary means of voting will be electronic with US Mail as an option upon request. Polls will close at noon, the day before the Annual Meeting.
5. The President shall appoint an Election Committee to assume responsibility for the conduct of the election and to tally, verify, and report the results of the election.
6. The candidates receiving the highest number of votes cast shall be declared elected; in the case of a tie for the last position to be filled, a second vote shall be taken to elect the final director. If the second vote results in a tie, subsequent votes shall be taken until the tie is broken. Such ballots are to be distributed to voting members in attendance at the meeting at which the election is being conducted.

Section E: Removal of Board Member

A Director may be removed for cause by a vote of seven (7) directors at a special meeting called for that purpose. The Board in its sole discretion shall determine what constitutes cause for purposes of removal in this section.

**Article VII, Officers**

Section A: The officers of the Association shall be a President, Vice President, Secretary, and Treasurer

1. Qualifications and Election: The officers shall be members of the Association and shall be members of the Board of Directors. Term of office is for one (1) year. They shall be elected by the Board of Directors at its first meeting following the Annual Meeting.
2. President: The President shall be the presiding officer with such powers usually vested and prescribed by the Board. The President shall preside over all meetings of the Board and of the Association.
3. Vice President: The Vice President shall perform all duties as shall be delegated and shall serve in absence of the President.
4. Secretary: The Secretary shall be responsible for keeping the minutes of all Association business and serving as the custodian for same. Although the duties may be delegated, the responsibility for same resides with the Secretary, who is responsible for giving all notices of meetings and has custody of the corporate seal and supervises the custody of all membership records.
5. Treasurer: The Treasurer shall be responsible for all Association funds, deposits of funds in the approved depository, and disbursement of funds upon request. A current record shall be

maintained that identifies all financial transactions to date by budget category. The Treasurer shall assume responsibility for development and presentation of the annual budget for Board approval. Although duties may be delegated, the responsibility for same resides with the Treasurer who shall give a surety bond premium that shall be paid by the WLPOA. Any other persons having access to monies of the WLPOA or its bank accounts shall be similarly bonded.

#### **Article VIII, Quorum of the Board**

Section A: A majority of the Board membership shall constitute a quorum for the transaction of business. A quorum being present, a vote of the majority of those present shall constitute the action of the Board except as specifically required in other parts of these By-laws.

Section B: Under exceptional circumstances and at times of the year when it may be impossible to obtain a quorum at a meeting, the President is empowered to poll Board members, electronically or otherwise, on specific matters necessitating action. In such instances, a vote of a simple majority of Board members shall be required to constitute action of the Association. A written record of this alternative method of polling shall be maintained and shall reflect the names of the members contacted by the President or designee along with the individual vote or response by the member. When a quorum cannot be reached in such a manner, votes obtained shall be considered opinion sampling and not binding upon the Association. Board members may participate in meetings by electronic means.

#### **Article IX, Committees**

Section A: Each year the President, subject to the approval of the Board, shall designate the chairperson and members of the following committees

1. Amenities Committee: The Amenities Committee is charged with the development, promotion, and implementation of various activities including social and amenity activities. The committee recommends to the Board policies for the use of WLPOA facilities including, but not limited to, Wolf Laurel Resort Community Center, pavilion, swimming pool, tennis and basketball courts, and publication of a yearly calendar of events and activities.
2. Election Committee: This committee is appointed by the President and does not require confirmation by the Board. One member, however, must be a current Board member. The committee is charged with the logistics of conducting all Association elections/referenda. It shall also serve as a board of tellers in verifying and announcing all election results.
3. Audit Committee: This committee is appointed by the President and shall provide a competent audit of the Association books and report findings of same at the time of the Annual Meeting.
4. Finance Committee: The Finance Committee shall supervise, direct, and control all matters pertaining to WLPOA finances, including but not limited to, the placing of insurance, the filing of tax returns, payment of taxes, preparation of the annual operating budget, and preparation of the current reports for the Board on WLPOA financial condition. The committee will report to the Board with a condensed operating statement every month. The Treasurer shall serve as Chairman of the committee. The Finance Committee shall have the power, with the approval of the Board to employ at the expense of the WLPOA, such employee assistance as may be necessary to handle the financial records and accounts. The account books and vouchers shall at all times be open to the inspection of any member of the Board.
5. Executive Committee: The Executive Committee shall consist of the elected officers. The Executive Committee shall be responsible to handle the affairs of the WLPOA between Board meetings and when a quorum of the Board of Directors is not available for a regular or called Board meeting.



6. Long Range Planning Committee: The Long Range Planning Committee shall be responsible for the development of capital investment plans, for recommendations to the Finance Committee regarding capital expenditures, and for such other plans as may be necessary for the continuing improvement of the Wolf Laurel Community.
7. By-Laws Committee: The By-Laws Committee shall be charged with the publication and interpretation of the Association's rules and regulations and bylaws as well as the presentation of any bylaw changes to the general membership.
8. Membership Committee: the Membership Committee shall review all applications for membership of persons who are not then currently property owners in Wolf Laurel and shall report thereon to the Board with its recommendations to approve or disapprove each such application. In addition, the Membership Committee shall have the responsibility of making recommendations to the Board and promoting membership in our Association.
9. Building and Facility Committee: The Building and Facility Committee shall be charged with the management and implementing recommended improvements to all the buildings and facilities of the WLPOA.
10. Legal Committee: The Legal Committee shall be charged with the responsibility of assisting the President and the Board with any legal issues that may arise as well as coordinating these activities with outside counsel.
11. Ad Hoc Committees: The President with the approval of the Board may appoint Ad Hoc Committees with specific assignments, as the President shall determine. Ad Hoc committees shall be dissolved upon completion of the assigned task.

#### **Article X, Fiscal Year**

Section A: The fiscal year of the WLPOA shall end on December 31

#### **Article XI, Dues, Fees, Charges and Assessments**

Section A: Dues, fees, charges, and assessments. The annual dues, fees, use charges, and assessments shall be set by the Board.

Section B: Payment. Payment of Annual dues must be made by March 31 or within seventy five (75) days of property closing by new property owners. Memberships terminating during a membership year Jan 1-Dec 31 are not entitled to a refund of any dues, fees, use charges, and assessments except as otherwise provided for in these By-Laws.

1. The Board may find it necessary to make an assessment in addition to dues, fees, or charges to cover operating deficits. Such assessment will be prorated equally among all Participant/User Non-Equity Members and all categories of Equity Members based upon the memberships during the year in which the deficit occurs and shall not require such member's approval.
2. An assessment of less than \$75 per membership for capital expenditures or repairs within any fiscal year may be imposed at the discretion of the Board. Such assessment will be prorated equally among all Participant/User Non-Equity Members and all categories of Equity Members based upon membership during any fiscal year and shall not require members' approval.
3. An assessment of more than \$75 per membership for capital expenditure or repairs within any fiscal year shall require two-thirds (2/3) favorable vote cast by the Participant/User Non-Equity Members and all categories of Equity Members responsible for paying the assessment. The assessment will be prorated equally among such members.
4. Non-Equity Members, who are not Participant/User Members, shall pay only the annual dues and shall pay no costs associated with operating the amenities.

Section C: A member shall be considered in default of payment of annual dues, deposits or any use charges that may be required or incurred from the use of a facility or area of the Association, Amenities fee and/ or assessments after sixty (60) days following each such due date. When in default, the member shall be placed on an inactive list and reinstated only when each such annual dues, deposits or use charges, Amenities fee and/or assessment is currently paid in full. A member on the inactive list shall have all membership privileges suspended.

## **Article XII, Amendments**

Section A: Proposing Amendments: Amendments to the By-laws shall be proposed by either a majority of the Board or by signed petition of no less than twenty-five (25) eligible voters. The proposed amendment must be reduced to writing and transmitted to each member as part of the notice of any meeting or vote in which action on the amendment is to be taken.

Section B: Adoption of the Amendment: The eligible voters at a meeting or vote of the Association must approve a resolution adopting a proposed amendment. Members not present may vote by proxy in accordance with provisions set forth by the Board of Directors, alternatively in the discretion of the Board, the resolution may be approved electronically with US Mail as a voting option upon request. The amendment shall be deemed adopted if approved by two-thirds (66 2/3%) of the members.

Section C: An amendment shall be effective upon adoption unless otherwise stated in the resolution adopting the amendment.

## **Article XIII, Discipline**

Section A: Reprimand, Suspension, and Expulsion. Extraordinary circumstances can allow for suspension or even immediate expulsion without following this progression. The Board shall be sole judge of what constitutes improper conduct, but a two-thirds super majority vote by Board is necessary to expel any member. Any member, member's family, guest or term member whose conduct is improper or likely to endanger the welfare, safety, harmony or good reputation of the Association or its members may be reprimanded or expelled from Association activities and barred from entry into any area or facility of the Association. The Board shall be the sole judge of what constitutes improper conduct. The reasons for suspension of a member may include, but are not limited to:

1. Submission of false information regarding the use privileges for a guest of the member.
2. Knowingly allowing a guest or tenant to attend or participate in the absence of the member in an activity of the Association when such guest or tenant was not authorized under these By-laws.
3. Failure to abide by the rules and regulations as set forth for the use of areas and facilities or for participation in programs or activities of the WLPOA.
4. Causing or allowing damage to a facility or area of the Association.

Section B: Loss of Payments. Any member suspended or expelled from the Association, at the sole discretion of the Board, may not be entitled to the return of any portion of such member's dues, fees, assessment, or the one time fee of any class of Equity Membership.

Section C: Any members shall be notified of any proposed disciplinary action and shall be given an opportunity to be heard by the Board to show cause why such member should not be disciplined in accordance with the provisions stated. If the member desires to be heard,

the member must provide a written request for a hearing to the board within thirty (30) days of the date of the association's notice to the member of the proposed action. Upon the Board's receipt of the written request for a hearing, the Board shall set a time and date not less than ten (10) days thereafter for such hearing.

**Article XIV, Conflict of Laws**

In the event of any conflict between these By-Laws and the provisions of the North Carolina General Statutes, the provisions of the statutes shall control.

**Article XV, Dissolution or Liquidation**

Section A: In the event of dissolution or final liquidation of the WLPOA, all the property and assets, after payment of its debts, shall be distributed, as may be permitted by North Carolina law, with all categories of Equity Members receiving a pro rata amount based upon the one-time payment made by each type of Equity Member at that time less the amount of any dues, fees, charges, or assessments that may be unpaid by such member.

Section B: The decision to finally dissolve or liquidate the WLPOA is a function of all the categories of Equity Members. A Special Meeting of the Equity Members shall be called at which time a proposal to dissolve or liquidate shall be the only business discussed.

Section C: A two-thirds (2/3) affirmative vote of all the categories of Equity Members in good standing present at the meeting or by proxy shall be necessary for dissolution or liquidation.

IN WITNESS WHEREOF, the undersigned officers of the Wolf Laurel Property Owners Association, Inc. hereby certify that the above By-laws are duly adopted by the Association and membership.

This \_\_\_\_\_ day of \_\_\_\_\_, 2017

(Seal) Wolf Laurel Property Owner's Association, Inc.

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

\_\_\_\_\_ County

I \_\_\_\_\_, Notary Public for said County and State, certify that \_\_\_\_\_ Personally came before me this day and acknowledged that he/she is Secretary of Wolf Laurel Property Owner's Association, Inc., a nonprofit corporation, and that by

authority duly given and as the act of the corporation, the foregoing instrument was signed in the name by its President, sealed with its corporate seal, and attested by himself/herself as its secretary.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(SEAL)

\_\_\_\_\_  
Notary Public