

Bylaws of Ocean Dunes Association, Inc.

Ocean Dunes Association, Inc.  
4720 North Croatan Highway  
Kitty Hawk, North Carolina 27949

Prepared by Pete L. Godbey  
President, ODA, Inc.  
2600 First Blvd.  
Beaufort, SC 29902

IN WITNESS WHEREOF, Association Dunes Association, Inc. has executed these By-laws as of the 9 day, April month and year 2009.

Pete L. Godbey  
BY: Pete L. Godbey  
President, Ocean Dunes Association, Inc.

Pete L. Godbey (SEAL)  
BY: MARY GODBEY  
Secretary, Ocean Dunes Association, Inc.

Mary Godbey (SEAL)

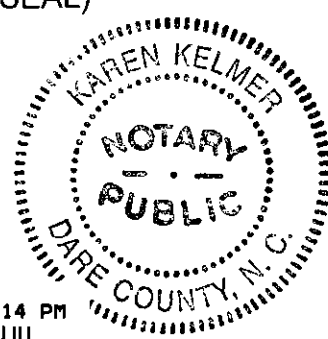
STATE OF NORTH CAROLINA  
COUNTY OF DARE

I, a notary Public for the aforementioned State and County, do hereby certify that PETE L. GODBEY, President of Ocean Dunes Association, Inc. and MARY GODBEY, Secretary of Ocean Dunes Association, Inc. a North Carolina nonprofit corporation, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and seal, this time the 9 day of April, the year 2009.

My commission expires:

March 7, 2012

Karen Kelmer  
Notary Public (SEAL)



# BY-LAWS OF OCEAN DUNES ASSOCIATION, INC.

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# **By-laws of Ocean Dunes Association, Inc.**

## **ARTICLE I**

### **Purpose**

#### **1.1. Identity.**

1.1.1. These are the Bylaws of Ocean Dunes Association, Inc. or Association, a North Carolina nonprofit corporation. The Articles of Incorporation are on file in the Office of the North Carolina Secretary of State. For the purpose of these By-laws, terms specifically refer to use in the Uniform Condominium Act, Chapter 47C, and North Carolina Statutes.

1.1.2. The name of the organization shall be: Ocean Dunes Association, Inc. or the Association and may at the pleasure by a vote of membership body change the name. Association seal is on the coversheet.

1.2. Purpose. The purpose for which the nonprofit corporation is organized as stated in the Articles of Incorporation:

1.2.1. To manage and operate the Ocean Dunes Association, Inc. condominium established by filing the Declaration of Condominium and By-laws with the Dare County Register of Deeds.

1.2.1.1. To make and collect assessments against members to defray the costs, expenses and losses of the Association.

1.2.1.2. To use the proceeds of assessments for the Association to maintain, repair, replace and operate the Association property.

1.2.1.3. To purchase insurance for the Association property and to protect the common and business interest of the Association.

1.2.1.4. To make and amend regulations respecting the safe use of Family Units and Association property.

1.2.1.5. To enforce by member cooperation or legal means if necessary the Association Declaration of Condominium, these By-laws and regulations for the use of Association property.

1.2.1.6. To contract for management services of the Association except for services specifically required for the Board of Directors or the membership of the Association according to law, Declaration of Condominium and these By-laws.

1.2.1.7. To reconstruct improvements after casualty and to further improve the property.

1.2.2. Perform all other acts permitted by the Nonprofit Corporation Act of the North Carolina General Statutes, Chapter 55, necessary for the conduct of management, operation and development of a condominium Association pursuant to the North Carolina Uniform Condominium Act of the North Carolina General Statutes, Chapter 47C.

## **ARTICLE II**

### **Ocean Dunes Association, Inc. Membership**

2.1. Qualifications. Each Family Unit owner shall be a Member of the Association and shall remain a member until they cease being an owner of a Family Unit. Any corporation or entity capable of holding title to property in North Carolina that holds deed to a Family Unit is a member. When there is more than one individual owning a Family Unit all such persons are members of the Association, however, with one member vote per Unit. In order to recognize the authorized voting member, it is the duty of the Owner on record to register the authorized voting Member with the Association secretary.

2.2. Transfer. Membership shall not be transferred except upon transfer of the record of title of the Family Unit and with notification to the Association secretary.

2.3. Suspension. The Association board of directors has the authority to suspend an Owner's membership that will deny the suspended member's right to vote on any matter requiring a membership vote and further will deny that Member the right the use of any of the facilities of the Association Common Elements. Members in default of payment of any assessment for Common

Expense levied by the Association will remain in effect until the assessment is paid in full. The Association Board has the authority to suspend an owner's membership after due notice and hearing for violation of rules set forth in the Declaration of Condominium or By-laws governing the use of Common Elements and facilities. The suspension will remain in effect until the violation is corrected or the Association is satisfied by financial remedy.

2.4. Termination. The Owner's membership in the Association is terminated upon the record of title to the Family Unit being transferred by sale or any other manner. If the property of the Association is removed from the Uniform Condominium Act, the Association will be dissolved and all memberships terminated. Remaining assets of the Association after payment of liabilities of the Association will be disbursed in accordance with the Nonprofit Corporation Act of the North Carolina General Statutes and be prorated among those Members as of the date the Association is dissolved.

### ARTICLE III

#### Meetings, Notice and Voting

3.1. Place. Meetings of the members shall be held at the place designated in the advance notice of such meeting. Except for extenuating circumstances, preference will be given to holding the membership meeting in the Hatteras, North Carolina, geographical area.

3.2. Annual Meeting. The members will meet at least once each calendar year as specified in the notice of each meeting. Usually the Members' meeting has greater attendance if scheduled in early spring before the beginning of the peak rental season, but no set date is established. At each annual Member's meeting, the Members shall elect members of the Association Board and may transact any other business properly brought before them. A substitute annual meeting may be called by the Association president or by a majority of the Association Board pursuant to twenty-one day notice sent by written or by electronic means to all members.

3.3. Special Meetings. A special meeting may be called and held after written or by electronic notification of stated purpose within twenty-one (21) days by the Association president, majority of the Board or by the members who represent not less than fifty-one percent of the total votes of the Association. No business will be transacted at a special meeting except that which is stated in the notice thereof.

3.4. Notice. The notice of all meetings of the Members or Board will include; starting time, place with an agenda developed by the Association president and secretary with input from other Board Members and will include committee reports. Notice shall be in writing and may be delivered at least twenty-one (21) days in advance by confirmed receipt electronic means or by mail to addresses provided to the Association secretary.

3.5. Quorum or adjournment if no Quorum. A quorum shall consist of members present, in person or by written/original signed proxy, entitled to cast at least fifty-one per cent (51%) of the total votes in the Association. If a quorum is not present, the meeting shall be adjourned until a quorum is present. If a meeting is adjourned for more than thirty (30) days, notice shall be given to members.

#### 3.6. Voting

3.6.1. At each meeting of Members, the total number of votes in the Association is allocated to Family Units by the Declaration. Except as otherwise provided by North Carolina Statutes, Association Articles of Incorporation, Declaration of Condominium or these By-laws all questions shall be determined by the votes so cast by a simple majority of the Members. The vote allocated to the Unit is to be cast by the Unit Owner.

3.6.2. Where a Unit is owned as tenants in common said Members must determine among themselves how the vote they are entitled to is to be cast. The chair of the meeting shall not accept any division of a vote.

3.6.3. Any member is entitled to vote in the annual meeting by proxy provided the instrument authorizing proxy, given only to another Association Member, is in writing and signed by all Owners. Each proxy shall be filed with the secretary before the meeting and shall be filed with the records of the Association. Proxy is void if not dated. Proxy shall be valid for one year unless specified for shorter term in writing by all owners of such Family Unit.

3.6.4. All questions, except changes to the Declaration or By-laws, shall be decided by a simple majority of the votes cast, fifty percent (50%) plus, and in accordance with Roberts Rules of Order (revised) and are to be recorded in meeting minutes by the Association secretary "as motion passed" or "motion did not pass".

3.7. Informal actions. Any informal actions taken by the Association Board or Members in committee without a meeting or quorum if prior consent in writing, setting forth the action taken, shall be acknowledged by all the persons who would be entitled to vote upon such action if it were in a meeting. Informal actions will be filed with and retained by the Association secretary and reported at the annual meeting for consent.

## ARTICLE IV

### Board of Directors

4.1. Board General Powers. The property, affairs and business of the Corporation will be managed by the Association Board of Directors.

4.2. Number and term of office. The numbers of Board Members shall be determined by the Association Members, however, there shall be no fewer than three (3) and no more than seven (7). Each board member will continue in office for two (2) years or until the annual meeting of Members held after the period of office expires and until a successor has been elected and qualified or death or resignation or be disqualified or removed from office. Terms of the Board Members shall be staggered so that near to half of the Board Members is voted in office each Members meeting. Each Board Member shall be a Family Unit Owner or an individual nominee of an Association Member.

#### 4.3. Election of Board

4.3.1 Board Members shall be elected at the annual meeting of Members and persons who receive plurality of votes cast on a single ballot that includes the names of nominees for Board shall be elected as Association Board members. If, prior to the election, Members entitled to vote so indicate, the election shall be by written ballot.

4.3.2. Every member entitled to vote at an election shall have the right to vote their percentage of the total vote for as many persons there are Board Members to be elected or to cumulate such vote by giving one candidate as many votes as shall be equal to the number of such Board Members, multiplied by the percentage of the total vote or by distribution such percentage on the same principle among and number of such nominees. The right of cumulative voting shall not be exercised unless some Member announces in open meeting before the voting begins such Member's intention to vote cumulative. The chair shall declare that all shares entitled to vote have the right to vote cumulative and shall grant a recess.

4.4. Removal of board members. The Board of Directors or any single Board Member may be removed from office with or without cause by a vote of Members owning a majority entitled to vote at an election of Board Members. In the event that the entire Board is removed, a particular Board Member may not be removed if votes against removal would be sufficient to elect Board Members if shares were voted cumulatively at an annual meeting of Members. If any or all Board Members are removed, the new Board Members may be elected and begin at the same meeting of Members. If the number of Board Members is reduced, as permitted by these By-laws, no Board Member shall have their term on the Board reduced.

4.5. Vacancies. Any vacancy in the Association Board created other than an increase in the number of Board Members may be filled by a vote of the majority of the remaining Board Members, though less than a quorum or by sole remaining Board Member. Vacancies not filled by the Association Board will be voted on at the subsequent election at a meeting of Association Members. The replacement Board Member shall serve the unexpired term of the predecessor in office.

4.6. Compensation of Association Board. The Association Board will receive no financial compensation for services as Association Board members; however, if a motion is made at a meeting of Association members and passed, the Association treasurer may reimburse Association Board Members for travel expense receipts of authorized business trips on behalf of the Association, regular and special Association Board meetings.

## ARTICLE V

### Meetings of Association Board

5.1. Regular meetings. A regular meeting of the Association Board will be conducted after and at the same place as the annual meeting of Members. At that time Board Members will select among the Board the Association Officers and determine committee chair assignments. Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the Board. The Association Board will conduct a Board Meeting in late fall after the peak rental season. Notice of regular meetings with an agenda will be sent to Board and Association Members by mail, phone or email with approximately twenty-one (21) days notice. Association Members are invited to attend Board meetings and will be provided time for public comments in accordance with Roberts Rules of Order (revised).

5.2. Special meetings. Special meetings of the Association Board may be called by the president or after any Board member determines an emergency exists. Notice of special meeting shall state time, place and purpose thereof and if time permits be sent to Association members. No business shall be transacted at the special meeting except that which is stated in the notice.

5.3. Quorum or adjournment. A majority of the Association Board shall constitute a quorum for the transaction of business at any meeting of the Board. The vote of a majority of the Board shall be required to recommend the proposed budget, contracts and other business for approval of the annual meeting of members. If no quorum is present, the meeting shall be adjourned until a quorum is present.

5.4. Manner of acting. Each Association Board Member shall be entitled to one vote with no votes by proxy. The act of a simple majority of the Board shall constitute the act of the Board. Dissenting votes will not be recorded in minutes of meetings in accordance with Roberts Rule of Order (revised).

5.5. Board action without meeting. Any action on behalf of the Association that may be taken by the Board at a meeting may be taken without meeting if such action is authorized in writing or by email setting forth the action taken and approved by the Board. The secretary will report on such actions at the subsequent board meeting and record actions in Board minutes.

5.6. Power and duties of the Board. All of the power and duties of the Association shall be exercised by the Association Board, including those under Common Law, applicable statutes, the Act, the Declaration, the Articles, and these By-laws as may be amended to include the following:

5.6.1. Make a report to Association Members annually at the meeting of Members to include at least the following:

5.6.1.1. A statement of any capital expenditures in excess of two-percent of the expected annual revenue or \$5000, whichever is greater, anticipated by the Board during or in the succeeding two-fiscal years.

5.6.1.2. A statement of the status and amount of any contingency or reserve funds and any portion of such funds designated for any specified project planned by the Board.

5.6.1.3. A statement of the financial condition of the Association for the last fiscal year.

5.6.1.4. A statement of the status of any pending law suits or judgments in which the Association is a Party.

5.6.1.5. A statement of any unpaid assessments payable to the Association, identifying the Family Unit, the amount unpaid and actions pending.

5.6.1.6. A statement of insurance coverage provided by the Association.

5.6.2. To adopt and amend budgets and to determine and collect assessments to pay the Common Expenses.

5.6.3. To regulate the use of and to maintain, repair, replace, modify and improve the Common Elements.

5.6.4. To adopt and amend rules and regulations and to establish reasonable penalties for the infraction thereof.

5.6.5. To hire and terminate if necessary managing agents and to delegate to such agent's duties as the Board shall determine, except duties required by the Declaration, the Articles, these By-laws or the Act, to be done by Board members. The Common Elements, including each participating Family Units, shall be managed by the single on-site manager hired by the Board. The managing agent shall not have authority to lease individual Family Units without a contract and casualty insurance from Unit Owners. Owners of Family Units not under rental contract will provide the Board with proof of insurance on their Unit.

5.6.6. To hire and terminate employment of agents and individual contractors.

5.6.7. To institute, defend, intervene in or settle any litigation or administrative proceedings in its own name and behalf of itself or two or more Family Unit Owners on matters affecting the Association, Common Elements or more than one Unit.

5.6.8. To establish and dissolve and liquidate reserve accounts for any purpose

5.6.9. To borrow money for the maintenance, repair, replacement, modification or improvement of Common Elements and to pledge and pay assessments, and any and all other revenue and income, for such purpose.

5.6.10. To buy Units in foreclosure of an assessment lien, or at any other time or for any other reason and to sell, lease, mortgage and otherwise deal in Units from time to time owned by the Association.

5.6.11. To impose and receive payments, fees and charges for the use, rental or operation of the Common Elements other than the Limited Common Elements, except for portions of the Common Elements which provide access to the Units/Cabanas.

5.6.12. To grant leases, licenses, concessions and easements through and over Common Elements.

5.6.13. To provide for the indemnification of the Association Board and officers and manage the liability insurance.

5.6.14. To impose charges for late payment of assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, these By-laws or the published rules and regulations.

5.6.15. To impose and collect reasonable charges, including costs and attorney fees, for the evaluation, preparation and recordation of amendments to the Declaration, resale certificates required by Chapter 47C-4-107 of the Act, or certification of unpaid assessments.

## ARTICLE VI

### Officers

6.1. Designation of officers. The Officers of the Association shall be president, one or two vice-presidents, secretary, and treasurer. Any two offices may be held by one person except the position of president and secretary; however, no officer may sign any document in more than one capacity.

6.2. Election of officers. Officers of the Association shall be elected by the Board. Election shall be held annually at the first meeting of the Board after the annual meeting of Members.

6.3. Term, removal, vacancy, resignation. Each officer shall serve until their successor has been duly elected and has qualified. Any officer may be removed, with or without notice, by the Board that elected them. Any vacancy may be filled by the Board and an officer elected to fill a vacancy shall serve for the unexpired term of the predecessor in office. Any officer may resign at any time by giving written notice to the Association president, secretary or Board and will take effect when accepted.

### 6.4. Duties of Officers

6.4.1. President. The president shall be the chief executive officer of the Association and, subject to the motions of the Board, shall have general charge of the business affairs and property of the Association and supervision of its other officers, agents and employees. The president shall

preside at all meetings of the Board and Members at which present. The president shall sign with the secretary, contracts, deeds and mortgages executed on behalf of the Association except where required or permitted by law.

6.4.2. Vice President. The vice president shall maintain the schedule of property and equipment replacement and perform such duties the vice president as shall be assigned to him by the president. In the absence of the president shall perform the duties of the president.

6.4.3. Secretary. The secretary shall keep the minutes of all meetings and actions of the Board and of the Members; shall give all required notices to the Board and Members; shall keep the records of the Association, except those kept by the treasurer; shall perform all other duties incident to the office of the secretary of a corporation; shall keep and affix the Association seal when needed; shall maintain a record of the names and addresses of the Members of the Association entitled to vote and shall perform such other duties required by the Board or the president.

6.4.4. Treasurer. The treasurer shall have custody of all intangible property of the Association, including funds, securities, and evidences of indebtedness; shall keep the financial books of the Association in accordance with good accounting practices and principles and upon request, shall submit them, together with all vouchers, receipts, records and other papers to the board for examination and approval; shall deposit all moneys and other valuable effects in the depositories designated by the Board; and shall perform all other duties incident to the office of a treasurer of a corporation.

6.5. Committees. From the membership, committees shall be formed with two Members of the Association Board on each committee. Recommended standing committees include: insurance, contract review, property and maintenance. Other ad hoc committees may be formed when needed including: by-laws, rules and regulations and debt repayment.

6.6. Execution of agreements. All agreements, deeds, mortgages or other instruments shall be executed by two officers or by such persons as may be designated by the Board.

6.7. Compensation of Officers. Officers shall not be compensated for services in such capacity, however, may be reimbursed for board approved Association related expenses incurred in performing officer duties.

6.8. Indemnification of Officers and board. The Association shall indemnify such persons for such expenses and liabilities in such manner, under such circumstances, and to such extent as permitted by the appropriate sections of the North Carolina General Statutes, as now enacted or here after amended.

## ARTICLE VII

### Fiscal Management

7.1. Deposits. The Board shall designate a depository for the funds of the Association, and may change such depository. Withdrawal of funds from the depository shall be only by checks signed by authorized Board Members or other persons authorized by the Board.

7.2. Payment vouchers. Payment vouchers shall be approved by the Board, provided that the Board may delegate such authority to any officer or managing agent of the Association. The Board shall direct the treasurer or the agent providing accounting service to keep detailed records in chronological order of the receipts and expenditures affecting Common Elements. Records shall be available for review by the treasurer, Board or Members, their agents or attorneys and announced for general knowledge to Association Board and Members. All financial records will be kept in accordance with good and accepted accounting practices and reviewed at least once annually by the Board or agents of the Board.

7.3. Annual financial statement and report. A financial statement of accounts of the Association will be conducted annually and report made to Members by a certified public accountant no later than April 1, of the year following the year for which the report is made. The Association must make an annual income and expense statement and balance sheet available to family unit owners at no charge within seventy-five (75) days after the close of the fiscal year.

7.4. Fiscal year. The fiscal year of the Association shall be the calendar year, January 1, to December 31.



7.5. Allocation of common surplus. Any Common Surplus, including funds in reserve accounts, may be allocated to each Unit in accordance with percentage of Common Expenses and if allocated shall be owned by the Family Unit owner and if allocated may be credited against that Unit's share of the Common Expenses subsequently assessed.

7.6. Budget preparation of the budget and levying assessments. For each fiscal year and prior to the annual meeting of Members, the Board shall prepare and adopt a proposed budget for the ensuing year showing anticipated receipts and disbursements to be recommended to the Members for adoption. A copy of the proposed budget will be sent with the notice of the meeting to Members prior to the annual meeting and voted on at said meeting. The budget must including therein estimates of the amount necessary to paid Common Expenses together with the amounts considered necessary by the Board for contingencies and reserves. Failure of the Board or delay of the Board in preparing any budget or in levying assessments shall not constitute a waiver or release of the Member from paying the standing annual or special assessments. Unit Owners shall pay their share of the Common Expenses as determined by the budget and the Declaration.

7.7. Reserve Fund. The budget shall contain a provision for a reserve fund sufficient to meet anticipated replacement due to wear and tear of Common Elements; property, fixtures and equipment. A formulated schedule of accountability and replacement will be developed and maintained by the vice president and chair of the property committee, the reserve fund shall be maintained in an amount equal to meet anticipated replacement or loss.

7.8. Contingency fund. The budget shall include provisions for up to ten (10) percent of Association assessments each year for the contingency fund to be used in case of unplanned casualty loss to Common Elements with a goal for the Association attempt to save and maintain enough in the contingency and reserve funds for one year's total assessment. The contingency fund shall be maintained in an interest bearing account accessible in case of an emergency by authorized Board Members or Association agents.

7.9. Special assessments. Special assessments pursuant to this section shall be a Common Expense and shall be levied upon notice being given to Members subject to special assessment and shall be payable as determined by the Association Board and sent to Members in such notice. The Board at its own discretion may levy special assessments at such other and additional times are required for:

7.9.1. Maintenance, repair, restoration and reconstruction of Common Elements and operation of the Association.

7.9.2 Alterations, improvements and additions to the common elements; provided, however that any special assessment in excess of one year's total annual assessment must be approved by a majority (67%) of the Members entitled to vote at the annual or special meeting of Members.

7.9.3 Payment of costs and expenses incurred in legal actions on behalf of the Association.

7.10 Assesment statements. The Association Board upon the request of a grantee of a Unit shall furnish a statement of the unpaid assessments subject to lien against the Unit that the grantee may or may not be liable.

7.11. Assessment due date. Association Members are to make monthly assessment payments no later than the 10th day of the month. Payments received after then are subject to be charged a late fee by the Board and or Association agents.

7.12. Contracts. The Association Board may authorize any officer, Board Member or their agent to enter into contract on behalf of Ocean Dunes Association, Inc.

7.13. Loans. No loans shall be contracted or indebtedness entered into on behalf of the Association without the approval of the Association Board. Should the amount of any indebtedness exceed the annual revenue of the Association, the Board will give advanced notice to all voting eligible Unit Owners. A vote will be taken requiring majority member approval for consent before loan is acquired or debt is incurred. No loan shall be made by the Association to any Board Member, officer or agent.

## ARTICLE VIII

### Administration of the Condominium



## 8.1. Management

8.1.1. The management of the Association shall be the responsibility of the Association Board pursuant to the general powers vested in the Board. The Board shall be responsible for contracting with individuals, and firms for the maintenance and operation of all of the common elements of the condominium. The Board shall direct the treasurer to pay all routine maintenance costs and cost of contracts projected in the annual budget. The Board shall have the authority to revise, alter or terminate all contracts and agreements or dismiss personnel when the service performed is unsatisfactory or undesirable or contract personnel or firms fail to provide proof of insurance or North Carolina or Dare County license as required for the protection of the Association.

8.1.2. For the protection of all Association Members and their guests, contractors hired by Family Unit Owners to perform service, repair or replacement on individual Units will provide proof of license and insurance to the on site management or individual Owner accept responsibility under current individual cabana insurance on file with site management.

8.1.3. Association Members shall coordinate any labor or improvement to Common Elements with the board or appropriate committee and record such action with date, time and pre approved or emergency expense involved in the register with on site management agent.

8.1.4. Alterations of units subject to the provisions of the declaration and other provisions of law, a unit owner: (1) May make any improvements or alterations to his unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the condominium; (2) May not change the appearance of the common elements or the exterior appearance of a unit or any other portion of the condominium without permission of the Association

8.2. Administrative regulations. The Association Board shall have the authority to adopt and amend administrative rules and regulations governing the details of the operation and use of the Common Areas and Elements and governing the personal conduct of the Members and their guests. Such rules and regulations shall remain in force until rescinded or amended by the Board or until appealed or altered by the majority of eligible voting Members.

## ARTICLE IX

### Amendments

9.1. Amendments. In accordance with the Act and Declaration, these By-laws may be amended or repealed and new By-laws may be adopted by the vote of more than 67 percent of the eligible Association Members. Such amendments shall become effective when registered with the office of the Register of Deeds for Dare County, North Carolina.

## ARTICLE X

### General Provisions

10.1 Board established rules. The Association Board may promulgate from time to time such rules and regulations the Board deems reasonable and necessary to govern the administration, management, operation and use of the Common Elements so to promote the safe use and full enjoyment by Unit Owners and their guests.

10.2. Member amended rules. Any rules or regulations adopted by the Board may be amended, modified or revoked and new rules and regulations may be adopted by the Members at the annual or special meeting of Members. This would protect the Association from contrary rule or regulation being adopted by the Board.

10.3. Copies of rules. Copies of rules and regulations, amendments to the Declaration or these Bylaws shall be provided to all Association Members, but failure to furnish post or make available such rules or regulation does not affect the validity or enforceability.

10.4. Parliamentary authority. Robert's Rules or Order (Revised), shall govern the conduct of Association proceedings when not in conflict with the Declaration, these By-laws, the Articles, the Act or any statutes of the State of North Carolina applicable. The chair person of any meeting shall have the authority to appoint a parliamentarian.