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Doc Code: BYLAW

Vanzolla McMurran, Register of Deeds Dare CO: NC

Doc Id: 6257374

Receipt #: 09-5256

NCExcise Tax pd: \$

Dare CO: NC

Return to:  
John G. Gaw, Jr.,  
Attorney at Law  
PO Box 1890  
Kitty Hawk, NC 27949

Prepared by:  
Tuckahoe Homeowners Association, Inc.

**By Laws of Tuckahoe Homeowners Association, Inc.  
A Non-Profit Corporation**

Article I

PURPOSE AND OFFICERS

*Section 1. Identity*

Tuckahoe Homeowners Association, Inc. hereinafter called the "Association" is a non-profit corporation organized under Chapter 55A of the General Statutes of North Carolina under the Articles of Incorporation. The Association has been organized for the purpose of administering the operation and management of the Tuckahoe Subdivision, a subdivision established in accordance with the laws of the State of North Carolina, on the property situate, lying and being in Dare County, North Carolina, and being described in Exhibit "A", attached hereto, which may hereafter be annexed and dedicated to the Subdivision pursuant to the Declaration of Restriction herein referred to.

*Section 2. Applicability*

The provisions of these By-Laws are applicable to Tuckahoe Subdivision, and the terms and provisions hereof are expressly subject to the terms and provisions contained in the Declaration of Restrictions recorded in the Public Records of Dare County, North Carolina. The terms and provisions of said Articles of Incorporation and Declarations of Restrictions are controlling wherever the same may be in conflict herewith.



*Section 3. Registered Office*

The registered office of the Corporation shall be located at 8338 Duck Station, Kitty Hawk, North Carolina 27949.

ARTICLE II

MEMBERSHIP, VOTING, QUORUM, PROXIES

*Section 1. Membership*

Every person or entity who is a record Owner of a fee simple interest in any lot is subject by this Declaration to assessment by the Association and shall be a member of the Association; provided, however, that any such person or entity who hold such interest merely as security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to any mortgage or trust beneficiary acquiring title by foreclosure or otherwise, pursuant to the mortgage or deed of trust instrument.

*Section 2. Voting Rights*

The Association shall have one class of voting membership, and members shall be entitled to one vote for each lot in which they hold and interest required for membership by Section 1 of this Article. When more than one person or entity hold such and interest in any lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine. Such persons shall designate one (1) person to vote for their lot, but in no event shall more than one vote be cast with respect to any such lot.

*Section 3. Voting and Proxy.*

Votes may be cast in person or by proxy. Proxies must be in writing and must be filed with the Secretary before the appointed time of the meeting. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration of Restrictions, or where the same may otherwise be required by law, the affirmative vote of the persons entitled to cast a majority of the votes at any duly called members' meeting at which a quorum is present shall be binding upon the members. Unless the written proxy specifies a more specific limitation on its duration, the proxy shall expire 11 months after its date. Votes allocated to a lot owned by the association may not be cast. The proxy may be rescinded by a member's actual attendance at any meeting, or by his providing a written proxy to any other voting member.

*Section 4. Quorum.*

Except as otherwise provided herein, a quorum is present throughout any meeting of the association if persons entitled to cast ten (10%) of the votes which may be cast for the election of the directors are present in person or by proxy at the beginning of the meeting. Once a quorum is established, the quorum continues for the duration of the meeting as well as any recessed portions thereof.



In the event business cannot be conducted at any meeting because a quorum is not present, that meeting may be adjourned to a later date by the affirmative vote of a majority of those present in person or by proxy. Notwithstanding any provision to the contrary in the declaration or the bylaws, the quorum requirements at the next meeting shall be one-half (1/2) of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty (50%) percent from that required at the previous meeting, as previously reduced, until such time as the quorum is present and business can be concluded.

### ARTICLE III

#### MEETINGS OF MEMBERS

##### *Section 1. Annual Meeting*

The Annual Meeting of the membership shall be held at such time and place as may be designated by the Board of Directors, on the Saturday preceding Columbus Day (Fall Annual Meeting) of each calendar year for the purpose of electing officers and directors and transacting any other business authorized to be transacted by the members. An annual spring meeting shall be held on the first Saturday in May of each calendar year.

##### *Section 2. Place of Meetings*

All meeting of members shall be held at such place within the State of North Carolina as shall be designated by the Board of Directors or agreed upon by a majority of the members entitled to vote.

##### *Section 3. Special Meetings*

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Special meetings of the members may be called at any time by the President or Vice President, or the Board of Directors, and must be called by such officers upon receipt of a written request from members holding a majority of the votes entitled to be cast at any meeting of members.

##### *Section 4. Notice of Meetings*

Written or printed notice stating the time and place of the meeting shall be delivered not less than thirty (30) nor more than sixty (60) days before the date thereof, either by personal delivery, or by telegraph, teletype, facsimile transmission or other form of electronic communication, including by electronic mail over the Internet, to an electronic mailing address designated in writing by the lot owner, or by mail in a prepaid envelope deposited in the United States Postal system to the mailing address of the lot owner, or any other mailing address designated in writing by the lot owner, by or at the direction of the President, the Secretary, or other person calling the meeting, to each member of record entitled to vote at such meeting.

In the case of the annual or substitute annual meetings, the notice of meeting need not specifically state the business to be transacted thereat unless it is a matter, other than the election of directors, on which the vote of the members is expressly required by the provisions

of Chapter 55A of the North Carolina General Statutes. In the case of a special meeting, the notice of meeting shall specifically state the purpose or purposes for which the meeting is called.

If the required quorum is not forthcoming at any meeting, another meeting may be called and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding scheduled meeting.

#### *Section 5. Order of Business*

Insofar as practical, at any annual members' meeting and at any other meeting the order of business shall be as follows:

1. Calling of the roll and certifying proxies
2. Proof of notice of meeting and waiver of notice
3. Reading and disposal of any unapproved minutes
4. Reports of Officers
5. Reports of Committees
6. Appointment of Inspectors of Election by Chairman
7. Unfinished business
8. New business
9. Adjournment

### ARTICLE IV

#### BOARD OF DIRECTORS

##### *Section 1. General Powers*

The business and affairs of the Corporation shall be managed by the Board of Directors. The Board of directors shall have the authority to make rules and regulations governing the conduct of members in the association and governing the use of common facilities in the subdivision. The Board of Directors shall have the power to contract the management company of the Association, subject to the approval of the membership.

##### *Section 2. Number, Term and Qualifications*

The Board of Directors shall consist of three members elected at large, the president, vice president, secretary and treasurer. A representative of the management company shall serve on the Board in an ex-officio status without voting rights. Except as set forth in Section 3, directors shall serve or a term of three years, but shall remain in office until their successors are elected and qualified.

### *Section 3. Election of Directors/Officers*

Directors at large shall be elected at the Annual Meeting. At the first such meeting following adoption of these by-laws, those three members receiving the highest number of votes shall be deemed to have been elected. The director elected with the highest number of votes will serve for three (3) years; the director elected with the second highest number of votes will serve for two (2) years; the director with the third highest total will serve for (1) year. Thereafter, directors shall be elected for three (3) year terms or until their successors are elected and qualify for a shorter term to fill a vacancy arising from an uncompleted term, one (1) director being elected at each Annual Meeting to succeed the director whose term is expiring.

### *Section 4. Vacancies*

In the event that a vacancy occurs on the Board of Directors, the President shall appoint a substitute to serve until the next regular meeting of the Association, at which meeting a director will be elected to serve until that director's term expires.

## ARTICLE V

## DIRECTORS

### *Section 1. Regular Meetings*

A regular meeting of the Board of Directors shall be held immediately prior to or after the Annual Meeting of members. In addition, the Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings.

### *Section 2. Special Meeting*

Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors.

### *Section 3. Notice of Meetings*

Regular meetings of the Board of Directors may be held without notice. The person or persons calling a special meeting of the Board of Directors shall, at least three days prior to the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director at such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called.

### *Section 4. Quorum*

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A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If any directors' meeting cannot be conducted because a quorum has not attended, the directors who are present may adjourn the meeting from time to

time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

#### *Section 5. Director's Fees*

All directors will serve without compensation.

#### *Section 6. Employment of Directors*

Nothing herein contained shall preclude the Board of Directors from employing a director as an employee of the Association; nor preclude the contracting with a director for the management of the Association.

#### *Section 7. Bonds*

The Board of Directors may by resolution require any or all officers, agents and employees of the Association to give bond to the Association with sufficient sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with such other conditions as may from time to time be required by the Board of Directors.

#### *Section 8. Indemnification*

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with a court proceeding to which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of malfeasance or negligence in the performance of his duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursements being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all right of indemnification to which such director or officer shall be entitled.

### ARTICLE VI

#### OFFICERS

##### *Section 1. Number*

The principal officers of the Association shall consist of a President, a Vice President, a Secretary, a Treasurer, and such other Assistant Secretaries, Assistant Treasurers and other officers as the Board of Directors may from time to time elect.



## *Section 2. Election and Term*

The principal officers of the Association shall be elected by the membership for a term of two years. Such elections will be held at the Annual Meetings of the Association. Each officer shall hold the office until his death, resignation, retirement, removal or disqualification or until his successor is elected and qualifies. A nomination committee will provide a slate of officers and directors. Nominations may be placed from the floor.

## *Section 3. Removal*

At any general or special membership meeting, duly called and at which a quorum is present, the members may, by the affirmative vote of the holders of a majority of the votes entitled to be cast thereof, remove any director or officer from office and may elect a successor or successors to fill any resulting vacancies for the unexpired terms of removed directors/officers.

## *Section 4. Compensation*

All officers will serve without compensation.

## *Section 5. President*

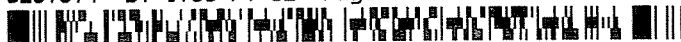
The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall supervise and control the management of the Association in accordance with these by-laws. He shall, when present, preside at all meetings of members. He shall sign, with any other proper officer, any deeds, mortgages, bonds, contracts or other instruments which may be lawfully executed on behalf of the Association except where required or permitted by law to be otherwise signed and executed and except where the Directors to some other officer or agent; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

## *Section 6. Vice President*

The Vice President, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the power of that office. In addition, he shall perform such other duties and have such other powers as the Board of Directors shall prescribe.

## *Section 7. Secretary*

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The Secretary shall keep accurate records of the acts and proceedings of all meetings of members and directors. He shall give all notices required by law and by these by-laws. Such notice will include but not be limited to the minutes of all meetings of the Association. He shall have general charge of the membership records of the Association and shall keep, at the registered or principal office of the Association, a record of members, showing the name and address of each member and the number of votes held by each. He shall sign such instruments as may require his signature, and, in general, shall perform all duties incident to the office of

Secretary and such other duties as may be assigned him from time to time by the President or the Board of Directors.

#### *Section 8. Treasurer*

The treasurer shall have custody of all funds and securities belonging to the Association and shall receive, deposit or disburse the same under the direction of the Board of Directors. He shall keep full and accurate accounts of the finances of the Association in books especially provided for that purpose; and he shall cause a true statement of its assets and liabilities as of the close of each fiscal year and of the results of its operations, all in reasonable detail, to be made and filed at the registered or principal office of the Association with four (4) months after the end of such fiscal year. The statement so filed shall be kept available for inspection by any member for a period of ten (10) years, and the Treasurer shall, in general, perform all duties incident to his office and such other duties as may be assigned to him from time to time by the President or by the Board of Directors. The Treasurer shall supervise the management company in the handling of all financial transactions.

#### *Section 9. Assistant Secretaries and Treasurers*

The Assistant Secretaries and Assistant Treasurers shall, in the absence or disability of the Secretary or the Treasurer, respectively, perform the duties and exercise the power of those officers, and they shall, in general, perform such other duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or by the Board of Directors. The designated representative of the Management Company may be authorized to serve in either or both capacities by the Board of Directors. These officers shall serve at the pleasure of the Board of Directors.

### ARTICLE VII

#### COMMITTEES

##### *Section 1. Architectural Review Committee*

This committee shall consist of three members, of whom at least two, including the chairman, are members of the Association. The members shall be appointed by the Board of Directors, and shall serve at its pleasure.

The committee is empowered to review and approve or disapprove building plans submitted by members desiring to build on lots within the subdivision. Such approval or disapproval shall be based upon the Declaration of Covenants, Conditions and Restrictions of Tuckahoe as recorded among the Land Records of Dare County, at Book 358, page 699. In the event of a disagreement among members of the committee as to the approval of any plans, a majority of the members of the committee will control.

The committee shall have the authority to set reasonable time limits for the completion of construction of building plans submitted to it. Any member who fails to complete construction within the time limits set by the committee without good cause shall be subject to a special assessment if recommended by the committee and imposed by the Board of Directors.



No applications submitted for Major Projects or Remodel Projects, as defined by the Architectural Review Guidelines, by or on behalf of a member to the committee shall be accepted unless they are accompanied by a payment of one thousand dollars (\$1,000.00) to the Association, which payment shall constitute a security deposit securing the member's completion of construction in accordance with his plans and his compliance with all covenants and regulations of the Association with respect to maintenance of the common areas and use of the Association's property. The Association is authorized to use the member's security deposit to secure such compliance if necessary. In addition, no plans submitted by or on behalf of a member to the committee shall be accepted unless they are accompanied by a payment of a non-refundable architectural review fee of fifty dollars (\$50.00) for Major Projects as defined by the Architectural Review Guidelines.

## Section 2. Nominations Committee

This committee shall consist of three members, an officer, director and a member at large. It will establish a slate of candidates for election by the membership prior to each election meeting, and publish this slate at least thirty (30) days prior to that election meeting.

## Section 3. Audit Committee

This committee shall consist of not less than two members appointed by the Board of Directors. Its function is to review and audit the financial records of the Association following the close of the Association's fiscal year. The committee will prepare a report of its audit which is to be published at the spring meeting.

## Section 4. *By Laws Committee*

This committee shall consist of not less than three members appointed by the Board of Directors. Its function is to periodically review and propose revisions to the Associations' by-laws as the needs of the Association dictate. The Board of Directors shall consider and approve any proposed changes in the by-laws prior to submitting same to the membership for its approval.

## Section 5. *Buildings and Grounds Committee*

This committee shall consist of not less than three members appointed by the Board of Directors. Its function shall be as follows:

- a) To monitor the upkeep of the common areas of the subdivision to determine if corrective repairs or replacement is needed.
- b) to review and enforce the Association's security procedures regarding the use of any common areas, and to recommend any changes deemed necessary to improve such security procedures to the Board of Directors;

- c) to review the various rules and regulations governing the usage of members' individual property and the Association's common property, and to recommend any changes deemed necessary to improve such usage to the Board of Directors;
- d) to advise members who are in violation of the covenants or by-laws with regard to the use of their property.

#### *Section 6. Planning Committee*

This committee shall consist of not less than three members appointed by the Board of Directors. Its function is to review overall usage of the Association's common property and fund to determine if the same can be put to better usage, and to present proposals within its jurisdiction to the Board of Directors for its consideration.

### ARTICLE VIII

#### AUTHORITY OF DIRECTORS AND OFFICERS

##### *Section 1. Annual Report*

The President will deliver an annual report to the membership at the Annual Meeting.

##### *Section 2. Budget*

The Board shall prepare and approve an annual budget for the Association which shall be submitted to the membership for its approval at the Annual Meeting. Such budget shall be published not less than thirty (30) days prior to the Annual Meeting.

##### *Section 3. Contracts*

The Board of Directors may authorize any officer or agent, to enter into any contract or execute and deliver any instrument on behalf of the Association, and such authority may be general or confined to specific instances.

##### *Section 4. Loans.*

Borrowing money on behalf of the association when required in connection with the operation, care, upkeep, and maintenance of the common areas and facilities, or the acquisition of equipment and personal property necessary and desirable in connection with the operation, care, upkeep, and maintenance of said common areas and facilities and granting security interests in association owned equipment and personal property; provided, however, that the consent of the association members present at a meeting, in person, or by proxy, at which a quorum has been obtained in accordance with the provisions of the bylaws of the corporation shall be required for the accumulative borrowing of any sum in excess of Ten Thousand and 00/100 (\$10,000.00) Dollars.



## Section 5. *Deposits*

All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such depositories as the Board of Directors shall direct.

## ARTICLE IX

### Section 1. *Protective Policies*

The Board of Directors shall procure and maintain, in its own name as agent or trustees for the benefit of the co-owners who shall be deemed parties insured, policies of insurance in stock or mutual insurance companies licensed to do business in the State of North Carolina, to the extent obtainable, as follows:

- a) If by decision of the Board of Directors it is deemed necessary, a policy or policies insuring the common properties of the Association against loss, damage or destruction by fire or other casualty, including lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicle, falling object, smoke, malicious mischief, vandalism, collapse through weight of snow, ice or sleet, water, flood, and other similar casualties, in an aggregate amount equal to the full insurable replacement value of the improvements, without regard to depreciation. In lieu of the foregoing insurance, the Board of Directors may procure and maintain such other insurance against loss, damage or destruction of the general common elements of the Association as shall give substantially equal or greater protection to the co-owners as their interest may appear.
- b) Such insurance as will protect the owners, and each of them, from claims under workmen's compensation acts and other employee benefit acts, where necessary.
- c) Such insurance as will protect the manager or agent, the Board of Directors, the owners and each of them, from claims for damage to the property, and or all of which may arise out of or result from ownership of any interest in the Association project or the management or operation of said project, or because of any injury or damage sustained on or attributable to the property, including the ownership, maintenance, and use of the parking areas. It is intended that the insurance described in this subparagraph be a comprehensive general liability policy endorsed to protect each co-owner against all liability arising out of or otherwise attributable to the property, including operation of the premises, products liability, liability attributable to work or other act of an independent contractor, or let or sub-let work, landlord-tenant liability, and contractual liability. Further, the insurance shall cover the liability of one or more co-owners as parties insured. Such public liability insurance limits shall be determined by the Board. The public liability insurance policy shall be so endorsed as to protect the insured against liability imposed or assumed by any contract.
- d) In all events, each policy of insurance procured under this section shall contain a waiver of the insurer's subrogation rights against each co-owner, and a waiver of any defense maintainable by the insurer by reason of any act of neglect of any co-owner, whether before or after the loss, damage, or destruction may occur. Further, each policy of insurance shall provide that any co-owner in is own right may procure insurance, fire, casualty, liability or otherwise,, and that such other insurance shall in



no way serve to reduce, abate or diminish, or cause any pro-ration in payment of the total loss by the insurer. Each policy of insurance procured under paragraphs (a) or (b) of this section shall state that the exclusive right and authority to adjust losses under the policy shall be vested in the Board of Directors.

- e) The Association shall indemnify and hold harmless the individual lot owners from any liability on matters where such liability would appropriately be borne by the Association. In the event that liability for any matter or act arising out of the ownership of the property subject to this declaration or the common properties appurtenant thereto, other than intentional or malicious acts which are so adjudicated, shall be adjudicated by final decree against any one or more owners and in the further event that the liability for such act or event exceeds the policy limits of insurance or in the event that the insurance does not provide coverage for such events of liability, the owners of all of the lots in the subdivision shall indemnify and hold harmless the parties so adjudicated to be liable, in proportion to the interest held by each of them to the total lots in the subdivision, and such indemnity shall extend to and include the damages, cost of defense, including attorney fees, judgment award and all other similar costs. Such indemnity shall take the form of an assessment or assessment and shall constitute a lien in the same manner as other common expenses of the Association. The provisions of this paragraph are not to be construed so as to imply that any of the individual owners is liable directly for the acts or responsibilities of the Association or to otherwise change the liability of any party as it would stand if not for the provision hereof, except as stated herein.

Nothing provided in this Article shall prejudice the right of any owner to insure himself against liability to others.

## *Section 2. Application for Insurance*

Each owner shall furnish such information and sign such application forms or other documents, if any, as may be required to obtain insurance in this Article.

## ARTICLE X

### LEGAL COUNSEL

The Board of Directors shall have the authority to retain legal counsel for the affairs of the Association as it deems appropriate, and to obligate the Association for any fees incurred thereby.

## ARTICLE XI

### ASSESSMENTS AND OBLIGATION OF THE MEMBERS

## *Section 1. Assessments*

- a) Each member is obligated to pay the assessments imposed upon him by the Association to meet Association expenses, as established by the budget. The owners of each lot shall be assessed equally.



- b) Each regular assessment levied shall be due and payable on the first day of each calendar year, provide that notice of the amount of the assessment is mailed to the members at their last known addresses within fifteen (15) days prior to the due date of the assessment. If a member fails to pay an assessment within thirty (30) days of its due date, he shall automatically become liable for a late charge equal to five percent (5%) of the amount of such assessments and he shall be assessed an additional late charge of five percent (5%) of the amount of any unpaid assessment for each additional 30 day period in which such assessment remains unpaid without further notice.
- c) Any special assessment, designated as such by the Board of Directors, shall be due and payable when assessed.
- d) Such assessment levied upon the owner of a lot shall become a lien on said lot at the time assessed and until paid in full.
- e) No member who is delinquent in the payment of any assessment levied by the Association shall be entitled to use any of the facilities or common areas of the Association, or to provide them to persons using his property, until such delinquency is paid in full.

#### *Section 2. Use of Property*

It shall be the obligation of the members to abide by the requirement of Article Four of the Declaration of Covenants, Conditions and Restrictions, respecting permissible and prohibited uses of their property. The Board of Directors is empowered to enforce all covenant requirements against individual members.

#### *Section 3. Improvements and Alterations*

No member shall cause any improvements or alterations to be made to the exterior of the Subdivision, including painting or other decoration, or the installation of electrical wiring, television or radio antennae, or any other objects, machines or air conditioning units which may protrude through the walls or roof of the houses located in said subdivision or in any manner alter the appearance of any portion of the exterior surface of any building, without the prior written permission of the Board of Directors or the Architectural Review Committee. No member shall cause any object to be fixed to the common property without the prior written permission of the Board of Directors or the Architectural Review Committee.

#### *Section 4. Maintenance and Repair*

Every member shall perform all maintenance and repair work within his own lot which, if omitted, would affect the general or limited common elements, or any other lot, such member being expressly responsible for the damages and liabilities his failure to do so may engender. All the repairs and internal installations of the lot, such as water, light, power, telephones, cable television, doors, windows, lamps, and all other accessories belonging to the lot area, shall be at the member's expense. A member shall reimburse the Association for any expenditure incurred in repairing or replacing any general or limited common element damaged through his fault, other than damage arising from an insured casualty.

## ARTICLE XII

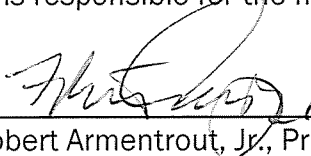
### GENERAL PROVISIONS

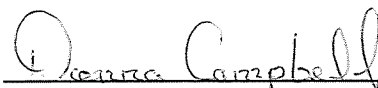
#### Section 1. Amendments

- a) Amendments to these by-laws may be proposed by the Board of Directors acting upon a vote of the majority of the directors, or by members of the Association holding a majority of the votes in the Association, whether meeting as members or by instruments in writing signed by them.
- b) Upon any amendment to these by-laws being proposed by said Board of Directors or members, such proposed amendment shall be transmitted to the President or to another office of the Association in the absence of the President, or to the President, who shall thereupon calendar a vote thereon at the next scheduled meeting of the members of the Association. It shall be the duty of the Secretary to give to each member written notice of such proposed by-law amendment in the same form and in the same manner as notice of the call of a scheduled meeting of the members is required as herein set forth.
- c) In order for the amendment to become effective, it must be approved by the affirmative vote of 2/3 of the members present at such meeting either in person or by proxy. Thereupon, such amendment to these by-laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the public records of Dare County, North Carolina, within thirty (30) days from the date on which the amendment was affirmatively approved by the members. No amendment shall become operative or effective until it has been duly recorded at which time it shall become binding upon all members.

#### Section 2. Seal

The corporate seal of the Association shall consist of two concentric circles between which is the name of the Association and the name of the State of Incorporation and in the center of which is inscribed CORPORATE SEAL; and such seal, as impressed on the margin hereof, is hereby adopted as the corporate seal of the Association. Such seal shall be maintained by the Secretary of the Association and said Secretary is responsible for the maintenance of the seal.

 {SEAL}  
F. Robert Armentrout, Jr., President

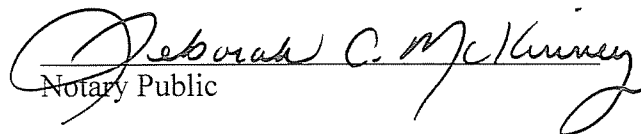
 {SEAL}  
Donna Campbell, Secretary

STATE OF NORTH CAROLINA

COUNTY OF DARE

I, Deborah C. McKinney, a Notary Public of the County and State aforesaid, do hereby certify that F. Robert Armentrout, Jr., personally came before me this day and acknowledged that he is the President of Tuckahoe Homeowners Association, Inc, a North Carolina corporation, and acknowledged, on behalf of Tuckahoe Homeowners Association, Inc., the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 20<sup>th</sup> day of March, 2009.

  
Notary Public

My Commission Expires:

3/21/2010

{SEAL/STAMP}



STATE OF NORTH CAROLINA

COUNTY OF DARE

I, Deborah C. McKinney, a Notary Public of the County and State aforesaid, do hereby certify that Donna Campbell personally came before me this day and acknowledged that she is the Secretary of Tuckahoe Homeowners Association, Inc, a North Carolina corporation, and acknowledged, on behalf of Tuckahoe Homeowners Association, Inc., the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 20<sup>th</sup> day of March, 2009.

  
Notary Public

My Commission Expires:

3/21/2010

{SEAL/STAMP}

