

BY·LAWS OF
SILO GLEN PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I

The name of the corporation is **SILO GLEN PROPERTY OWNERS' ASSOCIATION, INC.** hereinafter referred to as the "Association". The principal office of the corporation shall be located at the address of the Registered Agent in the Articles of Incorporation on file with the Secretary of State. The meetings of members and directors may be held at such places within the State of North Carolina as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "**Association**" shall mean and refer to **SILO GLEN PROPERTY OWNERS' ASSOCIATION, INC.**, its successors and assigns.

Section 2. "**Common Area**" shall mean all property owned by the Association, or such other property which the Association may hold subject to the provisions of the Protective Covenants. Common Areas shall be defined and bounded on the plat(s) as "Common Area", "Common Open Space," or "Recreational Area." Common Areas shall specifically include but shall not be limited to: (a) all water lines and sewer lines which serve the Common Areas and are located outside of any public street right-of-way or any utility easements excluding those lines serving Lot 12, as per Deed Book 1581, page 583; and (b) all storm drainage pipes and any detention pond which serves the Common Areas that are located outside of any public street right-of-way, and (c) open space identified on recording plats.

Section 3. "**Common Expense**" shall mean and include:

- (a) All sums lawfully assessed by the Association against its members;
- (b) Expenses of the Common Areas and administration, maintenance repair, or

- replacement of the Common Areas;
- (c) Expenses declared to be COMMON EXPENSES or MAINTENANCE EXPENSES by the provisions of the Protective Covenants or the By-Laws;
- (d) Hazard, liability, or such other insurance premiums as the Protective Covenants or the By-Laws may require the Association to purchase;
- (e) Ad valorem taxes and public assessment charges lawfully levied against COMMON AREAS;
- (f) Expenses agreed by the members to be COMMON EXPENSES of the Association;
- (g) Utilities used in connection with the COMMON AREAS.

Section 4. "**Declarants**" shall mean and refer to SILO GLEN PROPERTY OWNERS' ASSOCIATION, INC., their successors and assigns.

Section 5. "**Declaration**" shall mean and refer to the Protective Covenants, Conditions and Restrictions for Silo Glen Subdivision Phase 1 and Phase 2 applicable to the Properties recorded in the Office of the Register of Deeds, Franklin County, North Carolina.

Section 6. "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties, with the exception of the Common Areas. Detached single family lots shall be used to construct detached single-family dwellings.

Section 7. "**Member**" shall mean and refer to the Property Owner entitled to membership as provided in the ~~Declaration~~ Protective Covenants.

Section 8. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the recorded deed to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "**Properties**" shall mean and refer to that certain real property described in the Protective Covenants for Silo Glen Subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 10. “**Voting Rights**” shall mean and refer to a single vote for each property whose owner is a member in good standing with the Silo Glen Property Owners’ Association.

ARTICLE III

MEETING OF MEMBERS

Section 1. **Annual Meetings.** Regular annual meetings of the members shall be held in the month of January each year at the hour of 7 o’clock PM.

Section 2. **Special Meetings.** Special meetings of the members may be called at any time by the Board of Directors, or upon written request from members who are entitled to vote. (see Article II, Section 10).

Section 3. **Notice of Annual Meeting.** Unless otherwise specified in the Protective Covenants, Articles of Incorporation or By-Laws, written notice of the annual meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. **Quorum.** Unless otherwise specified in the Protective Covenants, Articles of Incorporation or By-Laws, the presence at the meeting of members entitled to vote, or of proxies entitled to vote, one-third (1/3) of the votes of the members of the Association shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. **Proxies.** At all meetings of members, each member with voting rights may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy vote shall be revocable and shall automatically cease upon conveyance.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION. TERM of OFFICE

Section 1. **Number.** The affairs of this Association shall be managed by a Board of **five (5)** Directors, who need to be members of the Association.

Section 2. **Term of Office.** At the annual meeting the members shall elect **five (5)** Directors for a term of one (1) year. Said Directors shall remain in office until their successors have been duly elected and qualified.

Section 3: **Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term.

Section 4: **Compensation.** No Director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred for budgeted items in the performance of his/her duties.

Section 5. **Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting of the Directors, by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

ARTICLE V
NOMINATION AND ELECTION OF OFFICERS

Section 1. **Nomination:** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating

Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. All nominations shall be members of the Association.

Section 2. **Election.** Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast vote, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Protective Covenants and By-Laws. The persons receiving the largest number of votes shall be elected. Fractional and cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. **Regular Meetings.** Regular Meetings of the Board of Directors shall be held every six (6) months at such place and hour as may be determined by the Board.

Section 2. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 3. **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. **Powers.** The Board of Directors shall have power to:

- (a) adopt, amend and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of

any

assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By- Laws, the Articles of Incorporation, or the Protective Covenants;
- (d) declare the office of a member of the Board of Directors to be vacant in the event
such member shall be absent from three (3) consecutive regular meetings of the
Board of Directors, and;
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- (f) The Board cannot sell or transfer ownership of Common Areas as defined in Article II, Section 2.

Section 2. **Duties.** It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the Members. In addition, actions and resolutions taken by the Board shall be communicated to the members within 10 days;

- (b) supervise all officers, agents, contractors, and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Protective Covenants
 - (1) to calculate an annual budget at least sixty (60) days before the beginning of each fiscal year;
 - (2) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) send written notice of the annual dues assessment to each Property Owner by December 1st of each year. Notice shall include a due date of January 30th for the following calendar year.
- (e) issue, or to cause an appropriate officer to issue, upon demand by any owner, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates.

If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (f) procure and maintain liability and hazard insurance on property owned by the Association as set forth in the Protective Covenants;
- (g) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (h) cause the Common Area, as defined in Article II, Section 2 to be maintained;
- (i) to pay ad valorem taxes and public assessments levied against the Common Areas.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. **Enumeration of Offices.** The elected Officers of the Board of Directors shall be a President, a Vice-President, a Secretary and a Treasurer, and may include from time to time such other appointed Officers as the Board may create.

Section 2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. **Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer resigns or shall be removed or otherwise disqualified to serve.

Section 4. **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. **Resignation and Removal.** Any officer of the Association may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the office being replaced.

Section 7. **Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. **Duties.** The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall approve all checks.

Vice President

(b) The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

Secretary

(c) The Secretary shall record the votes and keep minutes of all meetings and proceedings of the Board and of the members; publish the actions and resolutions of the Board to the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses. and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse the funds as directed by resolution of the Board of Directors; shall process all checks of the Association; keep proper books of account; cause an annual audit of the Association books to be made by an independent public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. The Treasurer shall issue certificates indicating the payment or non-payment of assessments on specified lots.

ARTICLE IX

COMMITTEES

Section 1. The Association shall appoint an **Architectural Control Committee**, as provided in the Protective Covenants, and a **Nominating Committee**, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X
ASSESSMENTS

Section 1. As more fully provided in the Protective Covenants, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property which the assessment is made. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property in the same manner that Deeds of Trust may be foreclosed under Power of Sale under Chapter 45 of the North Carolina General Statutes, or its successors; and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 2. ***Transfer Fee***. The Board has the right to charge a transfer fee to update all records upon transfer of property ownership, in the amount of \$50.00.

ARTICLE XI
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SILO GLEN PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE XII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Protective Covenants and these By-Laws, the Protective Covenants shall control.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting secretary of **the SILO GLEN PROPERTY OWNERS' ASSOCIATION, INC.**, a non-profit, North Carolina Corporation, and, that the foregoing By-Laws constitute the revised By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 1st day of March 2018.

IN WITNESS WHEREOF, I have here unto subscribed my name and affixed the seal of said Association this 1st day of March 2018.

Dawn M. Nakash, President
Silo Glen Property Owners' Association, Inc.