

**BYLAWS**

**OF**

**BIG HILL PROPERTY OWNERS**  
**ASSOCIATION, INC.**

These Bylaws adopted by the Association on October 15, 2016.

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**BYLAWS  
OF  
BIG HILL PROPERTY OWNERS ASSOCIATION, INC.**

**I.**

**NAME AND MEMBERSHIP**

**Name.** The name of the Association shall be Big Hill Property Owners Association, Inc. (hereinafter sometimes referred to as the Association).

**Membership.** The members of the Association shall be the owners of lots in the subdivision known as Big Hill Acreage Homesteads (inclusive of the first phase consisting of lots numbered 1-99 and the second phase known as Big Hill Acreage Homesteads Phase II Green Hollow Subdivision consisting of lots numbered 100-135). Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one membership per lot. In the event that the owner of a lot is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein and in the Declaration of Restrictive Covenants to which each lot is subject. Pursuant to the Declaration of Restrictive Covenants of Big Hill Acreage Homesteads recorded in the office of the Register of Deeds for Transylvania County in Deed Book 433, page 487, and the Declaration of Restrictive Covenants of Big Hill Acreage Homesteads Phase II Green Hollow Subdivision recorded in the office of the Register of Deeds for Transylvania County in Document Book 350, page 328, Robin Hood, Inc. (sometimes hereinafter referred to as the "Declarant") organized and incorporated the Association and exercised its right to require that all owners of lots in the Development be members of the Association, to participate in the activities in the Association on a one vote per lot basis, to pay their pro rata share of the cost of incorporating, organizing and operating the Association and to pay all assessments thereafter levied by the Association. In addition, the Declarant has relinquished its rights with respect to control of the Association, including the right to appoint directors and the right to act as or appoint the Architectural Control Committee for the Development.

**One Class of Membership.** The Association shall have one class of membership, consisting of all owners of lots. The members shall be entitled on all issues to one vote for each lot in which they hold the interest required for membership by Section 1 hereof; however, there shall be only one vote per lot regardless of the number of persons or other entities owning an interest in a particular lot.

## II.

### APPLICABILITY AND DEFINITIONS

To the extent the words used in these Bylaws are used in the Declaration, they shall have the same meaning as set forth in the Declaration unless the context otherwise requires, however, the following definitions shall prevail:

**Association.** “Association” means and refers to the Association of all the owners of lots in the development known as Big Hill Acreage Homesteads, said Association being known as Big Hill Property Owners Association, Inc., its successors and assigns.

**Board of Directors.** “Board of Directors” or “Board” means the Board of Directors of Big Hill Property Owners Association, Inc.

**Bylaws.** “Bylaws” means the Bylaws of Big Hill Property Owners Association, Inc., and subsequent amendments thereto.

**Common Area.** “Common Elements”, “Common Area”, or “Common Areas and Facilities”, means and includes all real property and all tangible personal property now or hereafter owned or leased by the Association or otherwise held or maintained for the common use and enjoyment of the owners including all tangible personal property required for the maintenance and operation of other property owned, maintained or operated by the Association.

**Common Expenses.** “Common Expenses” means and includes (1) all expenses incident to the administration, maintenance, repair and replacement of the common elements, and any other areas included within the area of common responsibility, after excluding therefrom any and all expenses which are the responsibility of a lot owner; (2) all expenses determined by the Association to be common expenses which shall include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws and the Articles of Incorporation of the Association; and (3) all sums lawfully assessed against each lot owner by the Association.

**Declarant.** “Declarant” means Robin Hood, Inc.

**Declaration.** “Declaration” means, collectively, the Declaration of Restrictive Covenants of Big Hill Acreage Homesteads recorded in the office of the Register of Deeds for Transylvania County in Deed Book 433, page 487, and the Declaration of Restrictive Covenants of Big Hill Acreage Homesteads Phase II Green Hollow Subdivision recorded in the office of the Register of Deeds for Transylvania County in Document Book 350, page 328, which establish, define and submit the property described therein to the covenants, conditions, reservations and restrictions set out therein, together with all subsequent lawful supplemental declarations and amendments to