

# DOCTORS PARK BYLAWS

## I. OFFICES

The principal office of the Doctors Park Association and the Board of Directors shall be in Asheville, Buncombe County, North Carolina.

## II. MEETINGS OF UNIT OWNERS

SECTION 1. ANNUAL MEETING. The Annual Meeting of the unit owners shall be held at 7:00 o'clock p.m. on the third Monday in September of each year at the Doctors Park, Asheville, North Carolina, or at such other place as shall be stated in the notice of meeting or in a duly executed waiver of notice; provided, however, that whenever such date falls upon a legal holiday, the meeting shall be held on the next succeeding business day, and further provided, that the Board of Directors may by resolution fix the date of the Annual Meeting on such other date or at such other place in Asheville, North Carolina, as the Board of Directors may deem appropriate. At such Annual Meetings the unit owners shall elect a Board of Directors, composed as provided in Article III hereof, to serve for the ensuing year or until their successors shall be duly elected and qualified.

SECTION 2. SPECIAL MEETINGS. Special Meetings of the unit owners may be called by the President, by a written notice signed by a majority of the Board of Directors, or by ten (10), or more, unit owners.

SECTION 3. CALLS AND NOTICES. The calls and notices of all meetings of the unit owners shall conform to the provisions of Article V hereof.

SECTION 4. PRESIDING OFFICER. The President, and, in his or her absence, the Vice President or someone elected by a majority of owners present and voting, shall preside at all such meetings.

SECTION 5. VOTING. When a quorum, as hereinafter defined, is present at any meeting, the vote of unit owners owning more than fifty percent (50%) of the aggregate interest in the Common Areas and Facilities as set forth in the Declaration, present in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of the Board of Directors. All votes of each unit owner shall have the same ratio to the aggregate votes of all unit owners as the proportionate interest in the Common Areas and Facilities appurtenant to the unit belonging to such unit owner has to the aggregate of all interests in the Common Areas and Facilities. Abstentions and votes of absent owners not represented by a proxy shall be counted as non-votes and shall not be included in the vote tally. All votes may be cast by the members either in person or by proxy. All proxies shall be in writing, and in the case of proxies for the Annual Meeting, they shall be delivered to a Credentials Committee consisting of the President, Vice President and Secretary at any time before the call to order of the Annual Meeting. Proxies for Special Meetings of unit owners must be delivered to the Credentials Committee at any time before the call to order of such Special Meetings. At all Owners Meetings, the Credentials Committee shall have sole authority to determine the validity of any and all proxy requests. Any action of the Board of

Directors may be reversed by a two-thirds (2/3) majority vote of the unit owners at a properly called Annual Meeting or Special Meeting of the unit owners.

SECTION 6. DETERMINING UNIT OWNERS. At all meetings of unit owners, only such persons shall be entitled to vote who are the unit owners upon the books of the Doctors Park Association, on a day selected by the Board of Directors which does not exceed thirty (30) days prior to said meeting. The person or persons whose names are listed as the grantee on the North Carolina Deed for each unit shall be considered the unit owner. When the Deed lists a legal entity such as, but not limited to, a Limited Liability Company, the member or members of such legal entity shall be considered the unit owner or unit owners. When necessary, multiple owners of a single unit shall have their votes divided equally according to their percentage ownership. Should a question arise concerning who is entitled to vote based on ownership of an interest in office units, the Presiding Officer may require submission of ownership evidence and the question shall be resolved by the Credentials Committee.

SECTION 7. QUORUM. At any meeting of the unit owners, the owners of more than fifty per cent (50%) of the aggregate interest in the undivided ownership of Common Areas and Facilities shall constitute a quorum for any and all purposes, except where by express provisions a greater vote is required, in which event a quorum shall be the number required for such vote. In the absence of a quorum the Presiding Officer of the meeting may adjourn the meeting from time to time, without notice other than by announcement at the meeting, until holders of the amount of interests requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting from which an adjournment was taken as originally notified.

SECTION 8. WAIVER OF OBJECTIONS. All information and/or irregularities in calls, notices of meeting and in the manner of voting, form of proxies, credentials and method of ascertaining those present, shall be deemed waived if no objection is made at the meeting.

### III. BOARD of DIRECTORS

SECTION 1. NAME. The business and property of the Doctors Park Association shall be managed and governed by its Board of Directors (hereinafter designated and referred to as the "Board"). The Board may, however, enter into such management agreement or agreements with a third person or persons or corporations as it may deem advisable.

SECTION 2. ELECTION AND VACANCIES. A Board of Directors, consisting of five (5) unit owners, shall constitute the Board. Vacancies occurring by reason of normal expiration of terms of office shall be filled by vote of unit owners at the Annual Meeting and the persons so elected shall serve for a term of three years, beginning January 1<sup>st</sup>. In an effort to keep the rotation of Board members as proportional as possible, no more than two (2) Board members should be elected at each Annual or Special Meeting of the unit owners. If it becomes necessary to elect more than two (2) Board members at any Annual or Special Meeting of the unit owners, Board members elected at such meeting shall have specific term lengths noted so as to insure proper rotation of Board members where no more than two (2)

Board members' terms expire in any one given year. In the event of a vacancy or vacancies occurring as a result of death, resignation, disqualification or other causes except normal expiration of a term, the remaining members of the Board shall elect a successor or successors whose term shall be equal to, but not exceed the term of the person who died, resigned or was disqualified. A term of office of a member of the Board shall continue beyond his or her normal term until his or her successor is duly elected and qualified, but he or she may be replaced by the election of a successor at any Annual or Special Meeting of the unit owners, if his or her original term has expired. Regardless of the number of owners on the deed of an individual unit, no more than one person shall be allowed to represent such unit ownership as a member of the Board. Regardless of the number of units owned by an individual, he or she may hold only one seat on the Board.

SECTION 3. ANNUAL MEETING. The annual meeting of the Board shall be held no more than one month after the adjournment of each Annual Meeting of the unit owners.

SECTION 4. SPECIAL MEETINGS. Special meetings of the Board shall be held whenever called by the President, the Vice President, or by four (4) or more members. Notice of all calls and meetings of the Board may be waived by a written instrument signed by all of its members.

SECTION 5. QUORUM. A quorum for the transaction of business at any meeting of the Board shall consist of a majority of the Board then in office.

SECTION 6. SPECIAL COMMITTEES. The Board may, by resolution passed by a majority of the Board, designate one or more special committees, each special committee to consist of two or more of the unit owners, which, to the extent provided in said resolution, shall have and may exercise the powers in said resolution set forth. Such special committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board. Such special committees shall keep regular minutes of their proceedings and report the same to the Board when required. The President may appoint persons to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

SECTION 7. BOARD MEMBERS COMPENSATION. Members of the Board, as such, shall not receive any stated salary or compensation; provided, that nothing herein contained shall be construed to preclude any member of the Board from serving the Association in any other capacity, e.g., as Manager, and receiving compensation therefor. Approval for any Board member who serves the Association in a capacity where compensation is received, must be approved by a majority vote of the owners at a properly called Owners Meeting.

SECTION 8. ACCEPTABILITY OF TENANTS. The avowed purpose of the Doctors Park Association is to maintain a group of offices with occupants in the healthcare professions, and not to operate or maintain a general office building. Although it is the general purpose to have the buildings operated to provide the general public with medical and dental treatment diagnosis and care by various specialties, the Board shall not be permitted to refuse occupancy on the grounds that the specialty or field of an applicant or applicants is already

represented in the building even by more than one person. The Board may, upon written application by a unit owner, approve by no less than two-thirds (2/3) vote of the members of the Board, other uses for a unit which they determine are suitable uses for such unit, in their sole and absolute discretion and determination, which determination shall not be appealable or reviewable, it being intended by the unit owners that other than limitations on regulation against an existing use of a unit, the Board shall have the greatest amount of power and authority to regulate uses of the Buildings within Doctors Park, and each and every one of the units within those Buildings. A situation will not be permitted or allowed where the Board can be used as a device for monopolistic practices in the buildings.

**SECTION 9. FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NO WAIVER.** The failure of the Board and/or Manager to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of these Bylaws, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition or restriction but such term, covenant, condition or restrictions shall remain in full force and effect. The receipt by the Board and/or Manager of any assessment from an owner, with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Board and/or Manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board and/or Manager. Any such provisions expressed in writing by the Manager must have the approval of the Board.

**SECTION 10. LIMITATION OF BOARD'S LIABILITY.** The Board shall not be liable for any failure of water supply or other services to be obtained and paid for by the Board hereunder, or for injury or damage to person or property caused by the elements or by another owner or person in the progress, or resulting from fire, electricity, water, rain, snow or in which may leak or flow from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place. No diminution or statement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Area or from any action taken, to comply with any law, ordinance or orders of a government authority.

**SECTION 11. INDEMNIFICATION OF BOARD MEMBERS.** Each member of the Board shall be indemnified by the owners against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceedings to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a member of the Board, or any settlement thereof, whether or not he or she is a member of the Board at the time such expenses are incurred, except in such cases wherein the member of the Board is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Board.

#### IV. OFFICERS

SECTION 1. ELECTION OF OFFICERS. The Board shall elect from their number the officers of the Association. Such election or appointment shall regularly take place at the annual meeting of the Board; provided, however, that elections of officers may also be held at any other meeting of the when deemed necessary by a majority of the Board.

SECTION 2. SPECIAL OFFICERS. The Board may appoint such other officers, in addition to the officers hereinbelow expressly named, as they shall deem necessary, who shall have such authority to perform, such duties as may be prescribed from time to time by the Board or by the President.

SECTION 3. REMOVAL OF OFFICERS. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the then members of the Board; provided, that tenure and removal of the Manager shall be as set forth in any valid management contract covering his, her or its services.

SECTION 4. PRESIDENT. The President shall be the chief executive of the Association and shall exercise general supervision over its property and affairs, he or she and the Vice President shall sign on behalf of the Association all conveyances, mortgages and contracts of material importance to its business, and shall do and perform all acts and things which the Board may require of him or her. The President shall receive no compensation for his or her services as President of the Association or for acting in that capacity. The President shall serve as the legal representative of the Association and the Board for the purpose of receiving and signing legal documents and contracts. The President shall be invited to attend meetings of each special committee, and shall in each case be an ex-officio member of each committee.

SECTION 5. VICE PRESIDENT. In the event of the President's absence or inability to act, the Vice President shall have the powers of the President. He or she shall perform other duties as the Board may direct and shall, in addition to the President, be responsible for affixing his or her signature to all legal documents approved and required by the Board. The Vice President shall receive no compensation for his or her services in such capacity.

SECTION 6. SECRETARY. The Secretary shall keep the minutes of the Association and of the Board, and such books and records as any resolution of the Board may require him or her to keep. He or she shall be the custodian of the records of the Association, and shall perform such other services as the Board may direct, but shall receive no compensation for his or her services in such capacity. An Assistant Secretary may be elected at any time who shall in the event of the Secretary's absence or inability to act, perform the duties and functions of the Secretary.

SECTION 6. TREASURER. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board, and shall, when requested by the President, report the state of finances of the Association at each Annual Meeting of the unit owners and at any meeting of the Board. He or she shall perform such other services as the Board may require of him or her but shall receive no compensation for his or her services.

## V. CALLS AND NOTICES OF MEETINGS

SECTION 1. MEETINGS OF THE UNIT OWNERS. At least ten (10) days (inclusive of the date of meeting) before the date of any meeting of the unit owners, the Secretary shall cause a written notice setting forth the time, place and general purpose of the meeting, to be delivered personally, by email or deposited in the mail, addressed to each unit owner of record based on the latest contact information provided by each unit owner. It is the responsibility of each unit owner to ensure that his or her contact information is up to date with the preferred method of contact specified and correct in the records of the Association.

SECTION 2. MEETINGS OF THE BOARD. Special meetings of the Board may be called by the President (or in his or her absence the Vice President), or by a majority of the Board, and notice of said meeting shall be given to each member of the Board, orally or in writing, at least twenty-four (24) hours before the time fixed for the meeting, and such notice shall advise each member as to the time, place and general purpose of the meeting. The members of the Board may waive call and notice of the time, place and purpose of any meeting by a writing signed by all of them. Whenever all the members shall meet in person or by proxy, such meetings shall be valid for all purposes without call or notice or waiver of call or notice, and at such meetings any action may be taken. Whenever all the members meet, such meetings shall be valid for all purposes without call or notice, or waiver of call and notice.

## VI. OFFICIAL NAME

The official name of the condominium units for all purposes, including any and all purposes required by law or used in connection with business matters shall be Doctors Park. The official name of the collective of all unit owners for all purposes, including any and all purposes required by law or used in connection with business matters shall be the Doctors Park Association.

## VII. ANNUAL STATEMENT

The Board shall present at each Annual Meeting, and when called for by a vote of the unit owners at any Special Meeting of the unit owners, a full and complete statement of the business and condition of the Doctors Park and the Doctors Park Association.

## VIII. FISCAL YEAR

Accounting for the Doctors Park and the Doctors Park Association shall be conducted based on calendar years and such accounting methods shall be utilized as are determined by the Board, in keeping with good and sound accounting practices and principles.

## IX. POLICIES and PROCEDURES

The Board shall have the power to adopt and establish, by resolution, such building, management and operational Policies and Procedures as the Board may deem necessary for the maintenance, operation, management and control of Doctors Park and the Doctors Park Association, and the Board may from time to time, by resolution, alter, amend, and repeal such Policies and Procedures. Unit owners shall at all times obey such Policies and Procedures and amendments thereto, and use their best efforts to see that they are faithfully observed by their lessees and

persons over whom they have or may exercise control and supervision. It being understood that such Polices and Procedures and amendments thereto, shall apply and be binding upon all unit owners of Doctors Park. Provisions of the North Carolina Unit Ownership Act pertaining to Polices and Procedures are incorporated herein by reference and shall be deemed a part hereof.

## X. AMENDMENTS

The provisions of this Agreement, to the extent legally permissible, may be altered, amended or repealed, at any Annual Meeting of the unit owners or at any Special Meeting of the unit owners at which a quorum is present or represented by proxy, by a vote of unit owners representing at least two-thirds (2/3) of the aggregate Interest in the Common Areas and Facilities, as determined by the Declaration; provided, that as a condition to any such alteration, amendment or repeal, written notice of the proposed alteration, amendment or repeal shall be given to all unit owners at least fifteen (15) days in advance in the case of an Annual Meeting and in the written notice transmitted in the case of a Special Meeting; provided, further, that no change of the time or place of the meeting for the election of the Board shall be made within thirty (30) days next before the day on which such meeting is to be held, and that in case of any change of such time or place, notice thereof shall be given to each member, to be delivered in person, by email or deposited in the mail, addressed to each unit owner of record at least ten (10) days before the meeting is held. Any such amendment to these Bylaws shall become effective only after it has been duly passed at a duly constituted meeting as herein provided, and has been set forth in an Amended Declaration and duly recorded in the office of the Register of Deeds for Buncombe County, North Carolina. All unit owners shall be bound to abide by any amendments from and after the recordation thereof in an Amended Declaration.

## XI. OPERATION AND MAINTENANCE

Unless determined otherwise by a majority vote of the Association, the Association shall provide such water, gas, and electricity as may be reasonably required for the proper and necessary use and occupancy of the office units, and the Common Areas and Facilities. The Association shall also provide such general repair, maintenance and custodial services as may be reasonably required for the proper and necessary care, maintenance and repair of said Common Areas and Facilities. Neither the Association as a whole nor the other unit owners shall be liable, however, with respect to any costs, expenses or obligations which may be incurred or paid by an individual owner with respect to the care and maintenance of the individual office units of the unit owners.

## XII. PAYMENT OF EXPENSES

SECTION 1. MONTHLY ASSESSMENT. Upon the execution of the Bylaws and Policies and Procedures and within thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the net charges to be paid during such year (including a reasonable provision for contingencies and replacements and less any expected income), said estimated cash requirement shall be assessed to the unit owners pursuant to the percentages of Ownership in the Common Areas and Facilities as set forth in the Declaration or as otherwise provided in this Article XII. Said assessment shall be payable in monthly installments or in such manner and in such amounts as the Board may determine. The amounts so paid shall be used by the Board or Manager to establish a general operating fund for use in connection with the

management and operation of Doctors Park. The amount of the assessment and of such fund may be increased or decreased by the Board from time to time as it may deem advisable; provided, however, that the total amount of all payments required to be paid by any unit owner during any given year shall not, except as otherwise provided in this Article XII, exceed such owner's proportionate part of the total costs and expenses.

SECTION 2. COSTS AND EXPENSES. All costs and expenses incurred by the Board and/or Manager, as agent for the unit owners, in connection with the maintenance, control, operation and management of Doctors Park, shall be paid and discharged by the Board and Manager from the general operating fund as the same shall become due and payable upon vouchers approved by the Board and/or Manager covering the items of expense.

SECTION 3. UTILITIES. Charges for utilities such as water, gas, electricity, and for custodial services of the common areas shall be on the basis of a reasonable and equitable system determined by the Board; provided, however, that the Board may, if it believes that use thereof is disproportionate to such pro rata basis, adopt a means of allocating the cost and expense of said utilities and/or service on the basis of actual use.

### XIII. TAXES AND INSURANCE

SECTION 1. TAXES. It is acknowledged that under the North Carolina Unit Ownership Act, each unit, and its percentage of undivided interest in the Common Areas and Facilities in Doctors Park, are subject to separate assessment and taxation by the Board of Tax Supervision of Buncombe County, and that as a result thereof, no taxes will be assessed or payable against Doctors Park. Each unit owner will, therefore, pay and discharge any and all taxes which may be assessed against the unit owner's unit and its percentage of undivided interest in the Common Areas and Facilities and/or against any items of personal property located thereon or therein.

SECTION 2. INSURANCE. The Board shall secure and maintain the following insurance coverage on Doctors Park:

- (a) Fire Insurance with extended coverage endorsement for the full insurable replacement value of the units and common areas, as provided in the Declaration, or such other fire and casualty insurance as the Board shall determine will give substantial protection to the owners and mortgagees as their respective interests may appear, which said policy or policies shall provide for separate loss payable endorsement in favor of the mortgagee or mortgagees of each unit, if any.
- (b) The Board shall secure and at all times maintain, in the name of the Board as trustee for each unit, a policy of Comprehensive General Liability Insurance. Coverage limits may be increased by the Board from time to time as advised by a reputable insurance agent and as it may deem to be in the interest of the unit owners.



- (c) Workmen's Compensation Insurance to the extent necessary to comply with the North Carolina laws.
- (d) Every owner and tenant shall be responsible to provide insurance policies covering liability, contents and loss of use on each and every unit owned. All owners and tenants are required to list Doctors Park Association as an additional insured on all owner and tenant policies. In addition, all unit owners are required to have a Loss Assessment Clause in their policy.

It is intended that the insurance policies herein provided for include coverage for any act or omission of the Association, the Board, the Manager, the unit owners and their agents and employees, or of the tenants, lessees and occupants of any unit in Doctors Park, respecting the ordinary and anticipated use, occupancy, operation and/or maintenance of Doctors Park. It is not intended, however, that said insurance policies include any coverage or recognize any liability with respect to any act or omission on the part of any individual unit owner or occupant or their employees respecting their professional activities.

#### XIV. MANAGER

The Board may employ a Manager for Doctors Park upon such terms and conditions as the Board shall deem to be in the interest of the owners. Said Manager shall be responsible for managing Doctors Park, for and on behalf of the unit owners in accordance those Bylaws and the Polices and Procedures and the Management Agreement whereby he or she is appointed. The duties of the Manager shall include, among others more specifically set forth in the aforesaid Management Agreement, the hiring, firing and supervising of all such personnel as may be required for the proper and reasonable maintenance, control, operation and management of Doctors Park as herein provided, including such personnel as a building engineer, a parking supervisor, janitors, custodians, bookkeepers, attendants and contractors who may be required for performing necessary major repairs. In addition, the Manager may be responsible for the proper care and maintenance of the Association books of account and records, for negotiating leases respecting the Common Areas and Facilities with the consent and approval of the members, and otherwise attending to the day-by-day supervision of Doctors Park. The Manager shall also be responsible for approving all expense vouchers when required.

#### XV. RIGHT OF ENTRY

SECTION 1. BOARD and/or MANAGER. The Board, Manager and their duly authorized agents and employees shall have the right to enter any and all of the units in Doctors Park in case of an emergency originating in or threatening such unit or any other part of Doctors Park, whether the unit owner or occupant thereof is present at the time or not, and shall also have, the right to enter any and all of the units at all reasonable times for the purpose of maintaining and repairing the same.

SECTION 2. UNIT OWNERS. All unit owners and their duly authorized agents and representatives shall have the right to enter any of the units contained within Doctors Park for the purpose of performing emergency installations, alterations or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such

emergency installations, alterations or repairs are necessary to prevent damage or threatened damage to other units; and, provided, further, that the unit owner affected by such entry shall first be notified thereof, if available; and if time permits.

XVI. REIMBURSEMENT FOR DAMAGES

Each unit owner shall promptly perform or cause to be performed all maintenance and repair work within any unit owned by him or her which, if omitted, will adversely affect the Buildings in their entirety, or any other part thereof, and shall be liable in damages for any failure on his or her part so to do. Each unit owner shall also reimburse the Board for the value of any repairs or replacements to the Common Areas and Facilities made necessary through such unit owner's negligence or fault.

XVII. NUISANCES

No unit owner or occupant shall cause, permit or suffer any nuisance to be created or carried on in any unit of which he or she is the owner or occupant.

ADOPTED AND APPROVED, this the 27<sup>th</sup> day of September 2021.

DOCTORS PARK ASSOCIATION

By \_\_\_\_\_  
Ingrid Diederer, Board President

ATTEST:

By \_\_\_\_\_  
Daniel Dockery, Secretary