

# Beaverdam Valley Neighborhood Association BYLAWS

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## ARTICLE 1. LOCATION AND PURPOSE

### 1A. LOCATION

The Beaverdam Valley Neighborhood Association, hereinafter known as “BVNA”, or the Association, is organized under NCGS Chapter 59B and located in the City of Asheville, Buncombe County, and the State of North Carolina. Beaverdam Valley consists of properties shown on Plat of Beaverdam Valley Property filed in the office of the City Engineers, Asheville, NC, which includes property in these areas:

- Beaverdam Road is at its center and terminates to the east at the ends

of Lynn Cove and Webb Cove Roads.

- The northern side of the valley is bordered by Elk Mountain Scenic Highway.
- The southern side includes all roads off of Beaverdam Rd, leading up to Town Mountain Road.
- The western border starts at the corner of Beaverdam Road and Merrimon Avenue to include Dover, Culvern, Swift, Inglewood, and Wisteria roads and excludes the Kimberly Avenue section of the Grace neighborhood.

The City of Asheville recognizes The Hills of Beaverdam and Beaverdam Run as Neighborhoods. BVNA does exclude these on our map filed with the city, but does not exclude any residents from participating in BVNA activities. In the future, if these Neighborhoods choose to join BVNA and have the city recognize them as within BVNA boundaries, we will update our map on file.

## **1B. PURPOSE**

The purpose of the Association is to enhance the sense of community among the residents and across the neighborhood by creating opportunities for residents to come together, share information, work together, and strengthen social ties; and, to encourage civic engagement in the broader Asheville community.

## **ARTICLE 2. MEMBERSHIP**

### **2A. DETERMINATION AND RIGHTS OF MEMBERS**

One individual owning real estate in a household located within the neighborhood boundaries is eligible to be a Member of the Beaverdam Valley Neighborhood Association. This Member represents all those residing in the said household and is the Member eligible for voting on matters related to the Association. All members complete and file a membership application with the BVNA secretary.

Persons residing with the voting member are eligible to participate in all Association meetings and activities. These persons are not eligible to vote.

### **2B. DUES**

There are no dues requested or collected at the time of the establishment of the Association. The intention for BVNA is to manage its business using voluntary donations as much as possible. An Association event may require

a 'ticket price' to defray event costs, but this would not be considered as dues. If in the future, the voting members elect to request and collect dues, the bylaws voting procedure will be followed to pass a resolution to amend these bylaws.

## **2C. NON-LIABILITY OF MEMBERS**

A member of the Beaverdam Valley Neighborhood Association is not personally liable for the debts, liabilities, or obligations of the Association.

## **ARTICLE 3. BOARD OF DIRECTORS**

### **MEMBERSHIP ON THE BOARD OF DIRECTORS**

The Beaverdam Valley Neighborhood Association is managed by volunteers from Member households.

### **3A. POWERS**

The activities and affairs of this Association will be conducted, and all Association powers will be exercised by or under the direction of the Board of Directors, subject to the provisions of North Carolina and any limitations in these Bylaws. All decisions of the Board of Directors will be considered legally binding upon BVNA members.

### **3B. COMPOSITION AND TENURE**

- The Board of Directors are members of BVNA and will consist of no less than three (3) nor more than seven (7) Directors. The Board consists of three Officers: President, Secretary, and Treasurer, plus up to four at-large volunteer Members.
- The Board will by resolutions, from time to time, determine the maximum and minimum number of Directors. Directors must be Members in good standing.
- There will be no more than one active board member per household. Except, in the absence of candidates, the Board may decide to waive this requirement.
- Each Director will hold office until they resign or are removed or is otherwise disqualified to serve, or until his or her successor will be elected and qualified, whichever occurs first. The term is two (2) years.
- The term of the Directors will be staggered so that only as many as one-half of those in office may be elected in any one year.

### **3C. COMPENSATION**

Directors serve without compensation. However, they are allowed reasonable reimbursement for documented out-of-pocket expenses incurred in the performance of their duties or in return for services rendered to or for the Association, as directed by the board.

### **3D. DESIGNATION AND DUTIES OF OFFICERS**

The Officers of the Board will be President, Secretary, and Treasurer; Directors may determine additional officers with such titles as the occasion demands.

No officer will serve more than two (2) consecutive terms in one position. Upon serving two (2) consecutive terms in the same position, a person may not be considered for re-election to that position until no less than one (1) year has elapsed. In the absence of candidates, the Board will be granted the power to extend officer terms or waive the one (1) year gap between terms.

### **DUTIES OF PRESIDENT**

- The President will supervise and administer the affairs of the Association, subject to the policies approved by the Membership. The President will perform all duties incident to this office and such other duties as may be required. The President may appoint a Member to preside over Board meetings or Association meetings/gatherings.
- The President in the name of the Association may execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board or Membership.

### **DUTIES OF THE SECRETARY**

- Be custodian of the records of the Association and affix the logo, as authorized by provisions of these Bylaws, to duly executed documents of the Association, including:
  - These Bylaws, historical and current copies, as amended or otherwise altered through the resolution process.
  - Minutes of all meetings of the Board, and the annual member meeting.
    - If applicable, obtain and keep on file any meetings of committees recording therein the time and place of holding, whether regular or special, how the notice thereof was given, the names of those present or represented at

the meeting, and the proceedings thereof.

- See that all Board or Membership notices are duly given in accordance with the provisions of these Bylaws, or as required by law.
- Keep a membership record that will contain the name and address of each and all Members. Maintain an email mailing list to allow the Association to contact all Members with such access or preference.
- In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, or by these Bylaws, or which may be assigned to him or her from time to time by the President.

### **DUTIES OF THE TREASURER**

- The Treasurer will have charge and custody of, and be responsible for, all funds and securities of the Association, and deposit all such funds in the name of the Beaverdam Valley Neighborhood Association in such banks, trust companies, or other depositories as will be selected by the Board.
- The Treasurer will prepare an Annual BVNA Budget for the next calendar year, present the budget to the Board for consideration and adoption no later than the first day of November of the current calendar year and be responsible for all of the financial affairs of the Association.
- Receive, and give receipt for, monies due and payable to the Association from any source.
- Disbursements of funds from the Association, as may be directed by the Board, require the submittal of proper documentation (invoices or receipts) in support of such disbursements.
  - Treasurer will keep a file of supporting documentation for review on-demand, or for annual reconciliation/audit.
- Keep and maintain adequate and correct accounts of the business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses.
- Render to the President and Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Association. Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.
- And, in general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, or by these Bylaws, or which may be assigned to him or her from time to time by the Board.

### **3E. ELECTION OF NEW BOARD**

Potential new Board members are identified by the Nominating Committee subject to the consent of the board. A slate of new Officers is presented to the Members at the Annual Meeting of the Association for consent and approval.

### **3F. VACANCIES**

The Board can fill any mid-term board position vacancies (Officer or at-will volunteer), if deemed necessary, before the next Annual Meeting by

- (1) selecting an interim person to serve the remaining term or by
- (2) calling a special Meeting of the Membership of the Association.

## **ARTICLE 4. MEETINGS OF THE BOARD OF DIRECTORS AND MEMBERSHIP**

### **4A. REGULAR MEETINGS**

Regular meetings will be held at minimum quarterly (4 times per year) at times and places agreed upon by the Board with 10 days advance notice.

### **4B. ANNUAL GENERAL MEMBERSHIP MEETING**

An Annual Membership Meeting will be scheduled each year in July. At this meeting, the board will

- (1) provide an annual report of board activities, initiatives, and finances,
- (2) conduct the next term board elections by presenting the slate of new Officers, to the Membership for consent and approval, and
- (3) collect/gather neighborhood feedback raised by Members at the meeting, and
- (4) approve the following year's budget as previously approved by the Board.

Notice of the General meeting will be communicated electronically or by mail, as appropriate, to members a minimum of 10 days in advance of the July meeting date.

### **4C. SPECIAL MEETINGS**

Special Board or Membership meetings may be called by or at the request of the President, the Secretary, or a majority of Board members upon written notice to the Secretary.

### **4D. NOTICE OF SPECIAL MEETINGS**

Written notice stating the place, day, and hour of each special Board meeting will be delivered by electronic mail to each Board member at his/her email address of record at least five (5) days before the meeting. Notice of

electronic mail will be deemed effective when transmitted. Non-attendance of any Officer at any meeting without protesting the lack of proper notice will be deemed a waiver of the notice of the meeting.

To hold a Special Meeting of the Membership, the President will give at least seven (7) days prior notice to the Membership by email.

#### **4E. QUORUM**

At all meetings of the Members, the number of Members in good standing and entitled to vote in accordance with these bylaws, including then serving Officers, present in person or by written proxy that constitutes a quorum, will be at least one more than twice the number of Officers and at-will volunteers serving on the Board.

#### **4F. BOARD ACTIONS WITHOUT A MEETING**

Any action that might be taken at a regular meeting of the Board of Directors may be taken without a meeting if authorized by consent via e-mail and recorded in the minutes of the next regular meeting.

### **ARTICLE 5 COMMITTEES AND SPECIAL ROLES**

#### **5A. NOMINATING COMMITTEE**

The President shall appoint a nominating committee consisting of a minimum of four Association Members: two board members and two BVNA "members in good standing". After consulting and obtaining permission from potential candidates, this committee shall present a slate of nominations for the Board of Officers, and at-will volunteers for the following year's term.

#### **5B. COMMITTEES AND SPECIAL ROLES**

The Association will have such other committees or special roles as may from time to time be designated by resolution of the Membership or Board. These committees or individuals may consist of persons who are non-Board members, and they may be designated to act in an advisory capacity to the Membership or Officers, or to act semi-autonomously, coordinating with Board for financial, human, and other resources to carry out goals in alignment with the purpose as defined in these Bylaws. Committees or individuals are not authorized to make decisions that would encumber or obligate the BVNA financially or otherwise, without the board's prior knowledge and written consent.

#### **5C. MEETING DOCUMENTATION**

Committees will document meetings and provide, at a minimum, meeting date, time, place, attendees, a general description of discussions, and any actions taken by consent at the meeting. Such minutes will be provided to the Secretary and Board in any of the following ways:

- (1) a committee representative attends and presents a report at the next scheduled board meeting,
- (2) a report is submitted electronically to the Secretary prior to the next scheduled board meeting, or,
- 3) submitted upon Board request.

## ARTICLE 6. REMOVAL AND RESIGNATION

Resignation. Any Director may resign at any time by giving written notice to the President or Secretary. Any such resignation will take effect at the date of receipt of such notice.

Removal. The Board may remove any Officer or Director for cause by two-thirds (2/3) vote of all Directors then in office, at any regular or special meeting of the Board, provided that a statement of the reason or reasons shall have been mailed by Registered Mail to the Officer or Director proposed for removal at least thirty (30) days before any final action is taken by the Board. This statement shall be accompanied by a notice of the time when, and the place where, the Board is to act on the removal. The Officer or Director shall be given an opportunity to be heard and the matter considered by the Board at the time and place mentioned in the notice.

## ARTICLE 7. EXECUTION OF INSTRUMENTS, DEPOSITS, AND FUNDS

### **7A. EXECUTION OF THE INSTRUMENTS**

The Board, except as otherwise provided in these Bylaws, may, by resolution authorize any Officer or agent of the Association to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized, no Officer, agent, or employee will have any power or authority to bind the BVNA by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose in any amount.

### **7B. CHECKS AND NOTES**

Except as otherwise specifically determined by resolution of the Board or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Association must be signed by the Treasurer or President or Secretary.



### **7C. DEPOSITS**

All funds of the BVNA will be deposited in a timely manner in such banks, trust companies, or other depositories as the Board may select.

### **7D. GIFTS**

The Board may accept on behalf of the Association any contribution, gift, or bequest if said gift be consistent with the purposes as stated in these Bylaws or Articles of Incorporation.

### **7E. EXPENDITURES**

Expenditures or anticipated ongoing expenses that exceed a specified dollar amount as indicated in the Operating Policies must have the consent of the Board.

## **ARTICLE 8. CORPORATE RECORDS AND REPORTS**

The BVNA Officers will keep correct and complete books and records of Accounts, minutes of the proceedings of its Board, annual reports, and such other records as may be necessary or advisable or required by law at the registered or principal office of the President, Secretary and/or Treasurer. Records history will be passed from the out-going Officer to the incoming at the end of their term.

### **8A. MEMBERS' INSPECTION RIGHTS**

Upon written request, the Secretary will exhibit at all reasonable times to any Member or Officer, or to his or her agent or attorney, on request therefore, the Bylaws, and the minutes of the proceedings of the Board of the Beaverdam Valley Neighborhood Association. Members' email addresses and phone numbers will remain strictly confidential. The Treasurer will exhibit at all reasonable times the books of account and financial records to any Member or Director, or to his or her agent or attorney, on request.

### **8B. OPERATING POLICIES**

Operating Policies will be established and reflected in a separate document that will be reviewed annually by a three-person committee appointed by the President. All changes are approved by the Board. Policies will include items such as: establishing the annual membership dues amount (zero or another amount), developing the conflict-of-interest policy, establishing the method for calculating a quorum, developing a disclaimer for public documents, establishing authorization guidelines for large expenditures plus any other useful operational guidelines the Board deems appropriate.

**ARTICLE 9. NON-PROPERTY OWNER RESIDENTS ("NPR")**

Any lessee of property within the Association's boundaries may become a non-voting member of the Association. Said NPR will not be entitled to vote or serve on the Board of Directors. Provided, however, if such NPR obtains a proxy (the form of which is attached hereto) from the lessor property owner, the NPR will be entitled to vote as a Member during the term of such proxy.

**ARTICLE 10. AMENDMENT OF BYLAWS**

Subject to any provisions of law, these Bylaws may be altered, amended, or repealed, and new Bylaws adopted by a simple majority vote of the Board. In cases of emergency or other circumstances deemed appropriate, a vote may be taken via email.

**ARTICLE 11. CONFLICT OF INTEREST**

Each Board Member and each Member of any Committee of the Board will, within thirty (30) days of his or her election or appointment to such post, execute an acknowledgement to adhere to the conflict-of-interest policy and practices as promulgated by from time to time. No net earnings inure to any Director or Member of BVNA.

**ARTICLE 12. CONSTRUCTION AND TERMS**

Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws will be unaffected by such holding.

**ARTICLE 13. ADOPTION OF BYLAWS**

The foregoing Bylaws were adopted by the Board of BVNA on the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

President \_\_\_\_\_ name \_\_\_\_\_ Date

Secretary \_\_\_\_\_ name \_\_\_\_\_ Date

Treasurer \_\_\_\_\_ name \_\_\_\_\_ Date

**EXHIBIT A. PROPERTY OWNER'S REVOCABLE PROXY**

May be copied out, printed, and signed.

**BVNA Property Owner's REVOCABLE PROXY** for a person voting at the annual meeting.

\_\_\_\_\_, owner of the parcel of property located at \_\_\_\_\_,  
Asheville, NC ("Lessor") who leases Lessor's property to \_\_\_\_\_ ("Lessee")  
hereby grants to, and appoints, Lessee, Lessor's proxy for and in the name, place, and stead of Lessor, to vote at any Annual Meeting of Your Neighborhood.

{This Proxy may be withdrawn at any time by Lessor and automatically terminates one year from the date hereof or upon Lessee's ceasing to be a lessee at the above property).

Any obligation of the undersigned hereunder will be binding upon the successors and assigns of the undersigned.

Dated: \_\_\_\_\_,  
\_\_\_\_\_, Lessor Printed Name  
\_\_\_\_\_, Lessor email address  
\_\_\_\_\_ and phone number

## EXHIBIT B. BOUNDARY MAP

Beaverdam Valley Neighborhood

