

BYLAWS OF WHALEHEAD PROPERTY OWNERS' ASSOCIATION

ARTICLE I. NAME AND PURPOSE

Section 1., Name. This organization shall be known as the Whalehead Property Owners' Association.

Section 2. Purpose. The purpose of this organization shall be:

- a. To represent the property owners of Sections 3 through 14 of the Whalehead Club subdivision of the Outer Banks of Currituck County, North Carolina, in matters of interest to the members;
- b. To acquire, construct, and maintain roads, pathways, and facilities for the members of the Association;
- c. To obtain, manage, and maintain services for the Association;
- d. To provide information to members of the Association regarding activities of interest.

ARTICLE II. DEFINITIONS

Section 1. "Association" shall mean and refer to the Whalehead Property Owners' Association and any successor organization.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot in sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of the Whalehead Club subdivision, as shown on those maps entitled Whalehead Club, Sections I through 16, Currituck County, North Carolina, recorded in Map Book 3, pages 64 through 79, in the Currituck County Register of Deeds Office. The term excludes those having an interest in a lot merely as security for the performance of an obligation.

Section 3. "Covenants" shall mean and refer to the declaration of covenants restricting the use of property in the Whalehead Club subdivision, recorded in Book 116, page 422, in the Currituck County Register of Deeds Office, and any amendments to those covenants.

Section 4 . "Property" shall mean and refer to that certain real property described in the Covenants and such additions thereto as may hereafter be subjected to the Covenants and brought within the jurisdiction of the Association.

Section, 5. "Lot" shall mean and refer to a residential lot, developed or undeveloped, located in Sections 3 through 14 of the Whalehead Club subdivision, as described in Section 2, above. A "developed" lot shall mean and refer to a residential lot on which a residential structure has been constructed and a certificate of occupancy, issued. An "undeveloped" lot shall mean and refer to a residential lot on which a residential structure has not been constructed; or a lot on which a residential structure is under construction or undergoing repairs or modification, and for which a current certificate of occupancy has not been issued. The term "residential lot" does not include a lot used as a parking lot, as the site of a fire station, or as the site of any community facility.

Section 6. "Board" shall mean and refer to the Board of Directors of the Whalehead Property Owners' Association.

Section 7. "Members" shall mean all owners of residential lots in Sections 3 through 14 of the Whalehead Club subdivision who have joined the Association and paid the required dues and assessments. In any section of the Whalehead Club subdivision where the owners have amended the Covenants to make membership in the Association mandatory, "members" shall mean all property owners in that section.

ARTICLE III. BOARD OF DIRECTORS

Section 1. Duties.

- a. The Board of Directors shall manage the business and affairs of the Association. The Board may exercise all the powers of the Association except those that are, by the laws of North Carolina, the Articles of Incorporation, the Covenants, or these Bylaws, reserved to the members.
- b. The Board may employ a manager, an independent contractor, and such other employees as they deem necessary to carry out their duties.
- c. The Board shall:
 - (1) Keep a complete record of its acts and corporate affairs and present a statement thereof to the members at the annual meeting;
 - (2) Supervise all officers, agents, and employees of the Association;
 - (3) Set the amount of the annual assessment and any special assessments;
 - (4) Procure and maintain adequate liability insurance, hazard insurance, and fidelity bonds, as are necessary to protect the Association as it deems appropriate;
 - (5) Maintain community facilities and property; and
 - (6) Appoint a Covenants Committee, if required under Article VII.

Section 2. Number. There shall be 15 directors. Each officer of the Association shall be a director. The immediate past president shall be a director unless he or she declines to serve. The Board of Directors shall be composed of the President, Immediate Past President, First Vice-President, Second Vice-President, Secretary, Treasurer, and nine at large directors. If the Immediate Past President declines to serve or is unable to serve, a tenth at-large director shall be elected.

Section 3. Term of Office. An at-large director shall serve for a period of one year beginning at the Annual Meeting, as defined in Article VI, Section 1. A director who is an officer under Article IV shall serve as a director until he or she is no longer an officer.

Section 4. Eligibility. Any member of the Association may serve as a director. Only one owner of a lot may serve as a director at the same time. Only one member of a family, partnership, or any joint ownership arrangement may serve as a director at the same time. For the purposes of this section, "family" includes a spouse, natural or adopted children, brothers, sisters, and spouses of natural or adopted children, brothers, and sisters.

Section 5. Election.

- a. A member elected to or succeeding to one of the offices enumerated in Article IV, Section 1, is automatically elected as a director.
- b. Elections of directors will be held at the Annual Meeting. The Board of Directors will act as a nominating committee and will nominate one or more candidates to fill any vacancies on the Board. Nominations from the floor at the annual meeting are permitted.
- c. All at-large directors shall be elected on a single ballot. Each eligible voter may vote for as many nominees as there are vacancies to be filled. The nominees receiving the most votes will fill vacancies in descending order of the number of votes received. Cumulative voting is prohibited. For the purposes of these bylaws, "cumulative voting" is defined as the casting by a single voter of more than one vote for a candidate on any one ballot. Runoff ballots may be used to break ties.

Section 6. Vacancies and Removal.

- a. Any director who is not also an officer may be removed, with or without cause, by a majority vote of the total membership of the Association.
- b. In the event of death, resignation, or removal of a director, a successor director shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor, subject to removal by vote of the members of the Association.

Section 7. Compensation and Expenses. No director shall receive compensation for services rendered to the Association. Directors may be reimbursed for actual expenses incurred in the performance of their duties.

Section 8. Meetings. The Board will meet at the call of the President, who shall serve as chairman of the Board, or when a meeting is requested by a majority of the Board. To the extent permitted by the laws of North Carolina, the Board may conduct business and vote by mail, telephone, facsimile transmission (FAX), or electronic mail (e-mail).

Section 9. Quorum. A majority of the Board shall constitute a quorum for any meeting, including those conducted by telephone or mail. If the meeting is conducted by mail, telephone, facsimile transmission, or electronic mail, all Board members must be contacted and given an opportunity to participate.

ARTICLE IV. OFFICERS

Section 1. Officers. The officers of the Association shall be the President, First Vice President, Second Vice-President, Secretary, Treasurer, and Immediate Past President.

Section 2. Powers and Duties.

- a. President. The President shall be the chief operating officer of the Association, shall see that all orders and resolutions of the Board are carried out, shall act as chairman at Board meetings, and shall preside at all meetings of the members.

- b. First Vice-President. The First Vice-President is the President-elect and will take office after the term of the President expires; or if the President resigns, is removed, or is disabled before his or her term expires. The First Vice-President shall act in the place and stead of the President at all meetings of the Board or the membership if the President is absent or unable to preside. He or she shall perform such other duties as may be prescribed by the Board.
- c. Second Vice-President. The Second Vice-President shall perform such duties as may be prescribed by the Board, and shall perform the duties of the First Vice-President if the First Vice-President is removed, resigns, is disabled, or becomes President.
- d. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the members, and maintain the records of the Association except for financial records. The Secretary shall provide members with a copy of the general membership minutes at or before the next annual or spring meeting of the membership.
- e. Treasurer. The Treasurer shall have custody and care of the funds of the Association and shall maintain the financial records of the Association. He or she shall receive, deposit and disburse funds under the, direction of the Board, and shall report annually to the membership on the financial status of the Association.
- f. Immediate Past President. The Immediate Past President shall serve as an advisor to the President and a member of the Board. He or She shall perform other duties as prescribed by the Board.

Section 3. Term of Office.

- a. The President shall serve until the Annual Meeting of the following calendar year, but may be reelected for a second one-year term. No person may serve as President for more than two terms, but a person may, after serving as President, be elected as Second Vice-President and then succeed to the office of President. If the President chooses to run for a second term, he or she must be reelected by a majority of the votes cast. If the President is not re-elected, then the First Vice-President shall become President.
- b. Each officer shall hold office until the Annual Meeting of the following calendar year, unless the President is reelected to a second term. In that event, the First Vice-President and Second Vice-President shall remain in office for a second year unless that officer is removed, resigns, or is unable to serve.
- c. The Secretary and Treasurer shall serve until the Annual Meeting of the following calendar year, and must be elected or re-elected at each Annual Meeting.

Section 4. Succession.

- a. The First Vice President shall become President after the term of the President expires, or if the President is removed, resigns, or is unable to complete his or her term of office.
- b. The Second Vice-President shall become First Vice-president when the First Vice-president becomes President, or if the First Vice-president is removed, resigns, or is unable to complete his or her term of office.
- c. If the Second Vice-president becomes First Vice-president or is removed, resigns, or is unable complete his or her term of office, or if the Secretary or

- Treasurer is removed, resigns, or is unable to complete his or her term of office, the Board of Directors will appoint an interim Second Vice-President, Secretary, or Treasurer, who will serve until the next Annual Meeting.
- d. If an interim Second Vice-President, Secretary, or Treasurer is appointed pursuant to Article IV, Section 4c, the Board of directors will meet as a nominating committee before the next annual meeting and nominate one or more candidates for each position filled by an interim appointment. An interim appointee may be nominated for a full term. Nominations from the floor at the annual meeting are permitted.
 - e. If there are more than two nominees for Second Vice-president, Secretary, or Treasurer, a nominee must receive a majority of the votes cast in order to be elected. If no nominee receives a majority of the votes cast, then the nominee who received the least number of votes will be eliminated from the list of nominees, and a second vote will be taken. The process will be repeated until a nominee receives a majority of the votes cast.

Section 5. Removal. An officer may be removed, with or without cause, by a majority vote of the total membership of the Association.

ARTICLE V. MEMBERS

Section 1. Eligibility. Every owner of a residential lot in Sections 3 through 14 of the Whalehead Club Subdivision is eligible to be a member of the Association. If at any time the owners in a section of the Whalehead Club subdivision amend the covenants to make membership in the Association mandatory, all property owners in that section shall automatically be members of the Association. Owners of lots dedicated for public or community use are not eligible for membership.

Section 2. Classes. The Association shall have only one class of voting membership.

Section 3. Honorary Membership. A majority of the Board or a majority of the members at an annual, mid-year, or special meeting may confer honorary membership. Honorary members shall not be required to pay assessments. Honorary members may not vote, hold office, or participate in the management of the Association.

ARTICLE VI. MEETINGS

Section 1. Annual Meeting. The Annual Meeting of the Association shall be held on a date determined by the Board, not earlier than the Saturday before Columbus Day or later than the Saturday after Thanksgiving, unless exigent circumstances prevent the meeting from being held between those dates. If feasible, the tentative date of the Annual Meeting shall be announced at the preceding Mid-year Meeting, subject to confirmation by written notice in accordance with Section 6 of the Article. The Annual Meeting shall be held for the purposes of electing officers and board members in accordance with Articles III and IV, and such other business as may be properly brought before the membership.

Section 2. Mid-year Meeting. The Mid-year Meeting shall be held on the Saturday before Easter of each year, unless exigent circumstances prevent the meeting from being held on that date. The mid-year meeting shall be held for the purpose of considering matters

proposed by the Board and such other business as may be properly brought before the membership.

Section 3. Special Meetings. Special meetings may be called at any time by a two-thirds majority vote of all members of the Board, or by a written request submitted to the Secretary and signed by at least 10 per cent of the members of the Association in good standing.

Section 4. Date, Time, and Place. The Board will designate the date, time, and place of all annual, mid-year, and special meetings.

Section 5. Failure to Meet. Failure to hold an annual or midyear meeting shall not invalidate any actions of the Association or cause a dissolution of the Association.

Section 6. Notice.

- a. Written notice of any annual, midyear, or special meeting shall be mailed to each member of the Association not less than 21 or more than 60 days before the meeting.
- b. The notice shall be deemed to be mailed when it is deposited in the United States mail, addressed to the member at the address listed in the records of the Association, with postage prepaid.
- c. The notice shall state the place, day, and hour of the meeting. In the case of a special meeting, the notice will state the purpose or purposes of the meeting. The notice of an annual or midyear meeting will include a tentative agenda. Failure to include an agenda will not invalidate the notice or any decisions of the Association at a meeting, except that a special assessment may not be levied, nor may the Bylaws be adopted or amended at any meeting unless the meeting notice includes notice of the proposed special assessment, adoption of bylaws, or amendment of bylaws.
- d. If the meeting agenda includes election of one or more officers or directors, the slate of nominees proposed in accordance with Article III, Section 5b, and Article IV, Section 4c, will be mailed to the members at least 10 days before the meeting. Failure to mail the slate of nominees will not invalidate any election, unless a majority of the eligible voters at the meeting object to the election because of inadequate notice. Such objection must be raised as a point of order before the election begins.
- e. In all cases where the subject matter of the meeting requires a different notice period under the laws of North Carolina, the North Carolina law will apply.
- f. Members who attend a meeting shall be deemed to have had timely and proper notice of the meeting unless they attend for the express purpose because the meeting is not lawfully called or convened. Such objection must be made as a point of order before a vote is taken on any matter at the meeting..

Section 7. Quorum.

- a. The presence in person, by proxy, or by mail when specifically authorized by the Board, of ten percent (10%) of all the votes entitled to be cast by the members as

- of the date of the meeting shall constitute a quorum at any annual, midyear, or special meeting, unless otherwise provided in the Covenants or these bylaws.
- b. The presence in person, by proxy, or by mail when specifically authorized by the Board, of twenty percent (20%) of the votes entitled to be cast by the members as of the date of the meeting shall be required to constitute a quorum if the agenda includes a proposed special assessment; an increase in the annual assessment of more than twenty percent (20%) or \$ 10.00, whichever is greater, merger with another association; or dissolution of the Association.

Section 8. Voting Rights.

- a. Members shall have the right to vote on all matters brought before the membership at any annual, mid-year, or special meetings, subject to the following limitations:
 - (1) If a lot is owned by several persons or entities, the owners may designate one member to vote, but no lot may have more than one vote;
 - (2) No person or entity shall have more than one vote by virtue of owning more than one lot. However, joint owners who own more than one lot may allocate their votes, so long as no person has more than one vote and no more than one vote is cast on behalf of the owner or owners of any lot.
- b. A member unable to attend a meeting in person may vote by proxy executed in writing by the member and delivered to the Secretary before the meeting is called to order provided, however, that a member may not vote by proxy on an issue which was not listed on the tentative agenda provided in advance to the membership in accordance with Article. VI, Section 6c. No proxy shall be valid after the meeting for which it was given.
- c. When specifically authorized by the Board, any vote to be taken by the members on a stated proposal or for the election of officers or directors may be taken by mail, and the number of votes necessary for passage of the proposal or election as an officer or director shall be the same as if the vote were taken at a meeting.

ARTICLE VII. COVENANTS COMMITTEE

Section 1. Applicability. This Article shall apply only to owners and lots in those sections of the Whalehead Club subdivision where the owners have amended the covenants to make membership in the Association mandatory.

Section 2. Members. The Board shall appoint a Covenants Committee, composed of at least three members. All members of the Covenants Committee must be members of the Association, and must own a residential lot in a section where membership in the Association is mandatory.

Section 3. Duties.

- a. The Covenants Committee shall serve as an Architectural Review Board and shall ensure that all structures built or modified comply with the Covenants.
- b. The Covenants Committee shall be responsible for investigating reports of violations of the Covenants. If the Committee determines that any of the Covenants are being violated, the Committee will notify the record owner of the

lot of the apparent violation. If the Committee determines that there has been a violation and the record owner fails to respond or correct the violation, the Committee will report the violation to the Board for enforcement in accordance with the Covenants.

Section 4. Architectural Review. No structure of any kind shall be built, placed, moved onto or permitted on any lot, nor shall the exterior dimensions be materially altered until plans and specifications therefore have been submitted and approved in writing by the Covenants Committee. Such plans shall be in such form and shall contain such information as the Covenants Committee may reasonably require, but shall in all cases include:

- a. A site plan showing the location of all proposed and existing structures, and extensions thereto, on the lot;
- b. Exterior elevations for the proposed structure; and
- c. Description of the plans or provisions for driveways, parking, exterior lighting, landscaping, and grading.

Section 5. Meetings. The Covenants Committee may meet in person, or by telephone, mail, facsimile transmission, or electronic mail. A majority of the committee shall constitute a quorum. If the committee meets by telephone, mail, facsimile transmission, or electronic mail, all members must be contacted and given an opportunity to participate.

Section 6. Decisions. A request will be approved unless it violates state, county, or local law, or the covenants. Any approval or disapproval of a requested action shall be in writing. If a request is disapproved, the Covenants Committee shall specify the reason for the disapproval.

Section 7. Appeals. A decision of the Covenants Committee may be appealed by the member of the Association to the Board, whose decision shall be final.

Section 8. Failure to Act. If the Covenants Committee fails to act upon any request within 30 days after it is received by the Committee, the request shall be deemed to have been approved as submitted. A request is considered received upon actual receipt by a Committee member, regardless of the method of transmission or the date it was delivered to the Postal Service or other carrier.

Section 9. Records. The Covenants Committee shall maintain minutes of its meetings and a record of the votes taken.

ARTICLE VIII. OTHER COMMITTEES AND POSITIONS

Section 1. Newsletter Editor. The Board shall appoint a Newsletter Editor. The Newsletter Editor may be, but is not required to be a director. The Newsletter Editor will not serve a fixed term, but will serve until he or she resigns, or is removed or replaced by the Board. The Newsletter Editor shall prepare a newsletter and mail it to all members at least twice annually, before the Annual and Mid-year meetings.

Section 2. Membership Committee. The Board may appoint one or more members as a membership committee. The members may be, but are not required to be directors. They will not serve a fixed term, but will serve until they resign, or are removed or replaced by the Board.

Section 3. Other. The Board may appoint such other committees and task forces as it deems necessary to facilitate the operations of the Association.

ARTICLE IX. BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any members. The Covenants, Articles of Incorporation, and the Bylaws of this Association shall be available for inspection by any member, and copies may be purchased a reasonable cost. The Treasurer will maintain all financial records. The Chair, Membership Committee, if one is appointed under Article VIII, Section 2, will maintain all membership lists. The Secretary will maintain all other records. The location of the records will be determined by the person responsible for maintaining them.

ARTICLE X. ARCHITECTURAL GUIDELINES

Section 1. Applicability. This Article shall apply only to owners and lots in those sections of the Whalehead Club subdivision where the owners have amended the covenants to make membership in the Association mandatory. It shall apply only to new structures or modifications of existing structures in which construction is begun after the adoption of these bylaws and after the effective date of the approval of a change in the covenants making membership in the Association mandatory.

Section 2. Site Requirements. Site and setback requirements are set out in the Covenants. There are no additional restrictions.

Section 3. Height Limits. Height limits are set by Currituck County Building and Zoning regulations. There are no other restrictions.

Section 4. Size Limits. Size limits are set out in the Covenants. The maximum size is limited by Currituck County Building, Zoning, and Sanitary Regulations. There are no additional restrictions.

Section 5. Landscaping. Plants, bushes, and trees that will extend over or onto adjoining lots may not be planted without approval of the Covenants Committee. There are no other restrictions.

Section 6. Lighting. Spotlights and security lights must be positioned so that they do not shine onto adjoining lots.

Section 7. Architectural Design, Colors, and Materials. Construction must be in accordance with Currituck County Building Codes. There are no other requirements or restrictions concerning architectural design, colors; or materials.

Section 8. Signs.

- a. Signs displaying the cottage name are permitted without prior approval. Obscene or offensive cottage signs are prohibited. Whether a sign is obscene or offensive will be determined under North Carolina law.
- b. All other signs are prohibited, except that one sign of not more than 5 square feet may be displayed, advertising the property for sale or rent.

Section 9. Amendments. Any additions, repeal, or amendment of these architectural guidelines must be approved by a majority of the eligible members present at an annual or mid-year meeting, and by a majority of the members present at the meeting who own a residential lot in a section where membership is mandatory. Architectural guidelines may not be adopted, repealed, or amended at a special meeting.

ARTICLE XI. FINANCES

Section 1. Fiscal year. The fiscal year of the Association shall run from January 1 through December 31.

Section 2. Budget. The Treasurer shall prepare and the Board shall adopt an annual budget for the next fiscal year and a statement of income and expenses for the current fiscal year as of the date of the Annual Meeting, and shall present them to the membership at the annual meeting.

Section 3. Surplus. The Association shall not be obligated to spend in any fiscal year all the moneys collected in such year. It may carry forward, as surplus, any moneys remaining. It shall not be obligated to apply any such surplus to the reduction of the assessments in the succeeding year, but may carry forward from year to year such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Association.

Section 4. Reserve Funds. The Board may establish reserve funds from its regular annual assessments to be held in reserve in an interest-drawing account or in investments as a reserve for (a) major rehabilitation or major repairs of Association property; (b) emergency or other repairs caused by storm, fire, natural disaster, or other casualty loss; and (c) recurring periodic maintenance or replacement.

Section 5. Annual assessments.

- a. Annual assessments shall be set by the Board before the annual meeting and may be announced at the annual meeting or by written notice 30 days in advance of the annual meeting.
- b. For the first year after adoption of these Bylaws, the annual assessment for each developed residential lot shall be \$20.00 per lot, For each year thereafter, the annual assessment may not be increased by more than 20% or \$10.00, whichever is greater, without approval of the membership in accordance with Article VI, Section 7, subsection b. The annual assessment for each undeveloped lot shall be \$20.00 or one-half the annual assessment for developed lots, whichever is greater.

- c. Annual assessments shall be used for the expenses of administering and operating the Association. These purposes include but are not limited to repair and maintenance of Association property, insurance, taxes, legal fees, auditing fees, postage and printing, and payments for the services of employees and contractors.
- d. Any increase in the annual assessment may be rescinded or reduced by a three-fourths majority of the eligible votes present at the annual or mid-year meeting following the announcement of the increase. No increase may be rescinded under this subsection after the mid-year meeting following announcement of the increase. The annual assessment may not be rescinded or reduced at a special meeting.

Section 6. Special Assessments.

- a. Special assessments may be levied by the Association to defray the cost, in whole or in part, of the construction, replacement, or acquisition of common property and facilities; major repairs for which there are inadequate reserve funds; or to repay any loan made to the Association to enable it to carry out its duties and purposes.
- b. A special assessment may be made payable over not more than three years after it is levied.
- c. A special assessment may not be levied unless:
 - (1) It is included in the meeting notice required by Article VI, Section 6;
 - (2) The special quorum requirements of Article VI, Section 7b are met;
 - (3) The special assessment is approved by a two-thirds majority of the eligible voters at the annual, mid-year, or a special meeting at which it is considered; and
 - (4) The special assessment is approved by a two-thirds majority of the eligible voters present at the annual or mid-year meeting who own a residential lot in sections where membership in the Association is mandatory.
- d. A special assessment may not be approved at a special meeting.

Section 7. Enforcement. Assessments are the responsibility of the record owner of a lot. In any section of the Whalehead Club subdivision where the owners have amended the Covenants to make membership in the Association mandatory, unpaid assessments shall constitute a lien in favor of the Association on the lot, and will be perfected when filed in the manner provided for by North Carolina law. Such lien shall continue until an owner of the lot in question pays the outstanding assessments in full, attorneys' fees to the extent permitted by North Carolina law, and any interest due thereon. Interest will be computed at the rate of 6 per cent per annum, compounded monthly, from the date the assessment was due until all unpaid assessments, any applicable attorneys' fees, and all accrued interest are paid in full.

ARTICLE XII. AMENDMENT

Any and all of these bylaws may be amended or repealed and new bylaws may be adopted by a majority vote at any annual meeting or midyear of the members; provided, however, that no amendment, repeal, or new bylaw may be considered unless it was announced in the meeting notice provided for in Article VI. The normal quorum requirement of Article VI.

Section 7a, shall apply. These bylaws may not be amended or repealed at a special meeting.

ARTICLE XIII. CONSTRUCTION

These Bylaws shall be construed and interpreted in a manner consistent with the Articles of Incorporation, if any, and the Covenants, and the laws of North Carolina. The terms of the Articles of Incorporation, if any, and the Covenants shall be controlling over any inconsistent provision contained in these Bylaws. In the event that one or more provisions of these bylaws are declared invalid by a court of competent jurisdiction, the remaining terms and provisions of these bylaws shall remain in full force and effect.

ARTICLE XIV. ADOPTION

These Bylaws shall be effective upon approval by a majority of the members voting in person or by proxy at an annual or midyear meeting; or by mail, if specifically authorized by the Board.