

**BYLAWS
OF
ASSOCIATION OF HOMEOWNERS AT CEDAR RIDGE, INC.**

**ARTICLE 1
PLAN OF COMMON PROPERTY CONTROL**

Section 1. Lands Affected. CRNC Development, LLC, a North Carolina limited liability company (hereinafter referred to as the “Declarant”), is the owner of certain lands lying in the Town of Youngsville, Franklin County, North Carolina, more particularly described in that certain Declaration of Covenants, Conditions and Restrictions for Cedar Ridge Subdivision (hereinafter referred to as the “Declaration”), and has submitted a portion of said lands to membership control pursuant to the Declaration recorded in Book 2137, Page 939, in the Office of the Register of Deeds of Franklin County.

Section 2. Name. The lands on which said Declaration is imposed (the “Property”) shall be known as Cedar Ridge Subdivision.

Section 3. Applicability of Bylaws. All present and future owners, mortgagees, leases and occupants within the Property, and their agents, servants and employees, and any other persons who may make use of the facilities of the Property in any manner are subject to these Bylaws including any Amendments to these Bylaws that may hereafter be duly adopted and to any Rules and Regulations adopted pursuant hereto.

The acceptance of a deed of conveyance to, or the entering into a lease to, or the act of occupancy of, any Lot within the Property by any person shall conclusively establish the acceptance and ratification by such person of these Bylaws (and any Rules and Regulations adopted pursuant hereto), the Articles of Incorporation and the Declaration as they may be amended from time to time, and shall constitute and evidence an agreement by such persons to comply with those governing documents.

**ARTICLE II
DEFINITIONS**

Section 1. “Accessory Building” shall mean and refer to any structure constructed on any Lot for the storage of personal property of any Owner related to their use and occupation of a Dwelling Unit. An Accessory Building shall not be occupied as a Dwelling Unit but shall be built on a permanent foundation and to the extent required by law constructed in accordance with applicable building codes.

Section 2. “Act” shall mean the North Carolina Planned Community Act, General Statutes of North Carolina Section 47F 1-101 through 47F 3-120, as the same may be amended from time to time.

Section 3. “Assessment(s)” shall mean and refer to the assessment(s) and charges levied by the Association against Members who are the Owners of Lots in the Property and shall include annual, special and Special Individual Assessments as described in Article Ten of the Declaration.

Section 4. “Association” shall mean and refer to the Association of Homeowners at Cedar Ridge, Inc.

Section 5. “Board” shall mean and refer to the Board of Directors of the Association.

Section 6. “Bylaws” shall mean and refer to the bylaws of the Association and all amendments thereto.

Section 7. “Committee” shall mean and refer to the architectural control committee established pursuant to Article Six of the Declaration.

Section 8. “Common Areas” shall mean and refer to those areas of land described or referred to as “Common Property”, “Common Properties”, “Common Area”, “Common Areas”, “Common Open Space”, “Common Open Spaces”, “C.O.S.”, “Open Space” or “Open Spaces” or any stormwater device in any declaration of covenants, conditions and restrictions to which the Property is submitted or subjected by the Declarant, any areas designated as buffers, landscape easements or any other term indicating that the area is intended as open space for the Community in any declaration of covenants, conditions and restrictions to which the Property are submitted or subjected by the Declarant, or shown on any Recorded Plat, executed by the Declarant and any other owner of such areas of land, of the Property and labeled thereon as “Common Property”, “Common Properties”, “Common Area”, “Common Areas”, “Common Open Space”, “Common Open Spaces”, “C.O.S.”, “Open Space” or “Open Spaces”, or shown on a Recorded Plat as bike paths, pedestrian walking or access easements or County of Franklin greenway easements (together with all improvements located thereon), or any property conveyed to the Association for use as Common Area which are a part of the Property and as such are intended to be devoted to the common use and enjoyment of the Members, subject to special rights and limitations, if any, granted to or imposed on Owners of particular Lots. The Common Areas shall also include any stormwater device that serves more than one (1) Lot, streets rights-of-way (unless and until such time as they are taken over for maintenance by the North Carolina Department of Transportation or such other governmental agency having jurisdiction over the road system in the Community), any utility line located outside public street rights-of-way, sewer lift stations, pump stations and related components, including but limited to any costs incurred for the maintenance of such utility lines, street rights-of-way, sewer lift stations, pump stations and related components, public utility easements serving more than one (1) Lot, mailbox kiosks, and any shared facility or property required to be shared by governmental regulations. It is intended that the Common Areas shall be conveyed to the Association for the benefit of each of the Owners as Owners in the Community. Roads constructed in all phases of this development shall be maintained by the Declarant until the North Carolina Department of Transportation assumes responsibility for maintenance of such roads. Declarant shall insure all roads are

incorporated into the North Carolina Department of Transportation Secondary Road Maintenance Program prior to the termination of the Declarant Control Period.

Section 9. “Common Expenses” shall mean and refer to:

- a) Expenses of administration, operation, utilities, maintenance, repair or replacement of the Common Areas, including payment of taxes and public assessments levied against the Common Areas;
- b) Expenses declared Common Expenses by the provisions of this Declaration or the Bylaws;
- c) Expenses agreed upon from time to time as Common Expenses by the Association and lawfully assessed against Members who are Owners in the Property, in accordance with the Bylaws or this Declaration;
- d) Any valid charge against the Association or against the Common Areas as a whole;
- e) Any expenses incurred by the Association in connection with the discharge of its duties hereunder and under the Bylaws and its articles of incorporation.

Section 10. “Community” shall have the meaning assigned to it in the Recitals of the Declaration.

Section 11. “Declarant” shall mean and refer to CRNC Development, LLC, a North Carolina limited liability company, its successors and assigns, and any person or entity who is specifically assigned the rights and interests of Declarant hereunder or under a separate instrument executed by the Declarant and any such assignee if the Act so requires, and recorded in the Office of the Franklin County Register of Deeds.

Section 12. “Dwelling Unit” shall mean and refer to any improvement or portion thereof situated on an Improved Lot intended for use and occupancy as one (1) single family dwelling, irrespective of the number of Owners thereof (or the form of ownership) located within the Property and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) single family detached homes. Where appropriate by context, the term shall include both the improvements and the real property on which the improvements are situated. Dwelling Unit shall not include an Accessory Building as that term is hereinabove defined.

Section 13. “Existing Property” shall have the meaning assigned to it in **Section 1.1** of the Declaration.

Section 14. “Facilities” shall have the meaning assigned to it in the Recitals of the Declaration.

Section 15. “Land” shall be synonymous with Property as that term is herein defined.

Section 16. “Living Area” shall mean and refer to those heated and/or air conditioned areas within a Dwelling Unit, which shall not include garages, carports, porches, patios, terraces, or unfinished attic or basements.

Section 17. “Lot” or “Lots” shall mean and refer to any improved or unimproved numbered parcel of land within the Property which is intended for use as a site for a Dwelling Unit, as shown upon any Recorded Plat of any part of the Property and labeled thereon as a “Lot”, and shall not include Common Areas, or any property in the Property not yet subdivided for sale as an individual lot. No portion of the Property shall be developed as a Dwelling Unit until designated as a Lot on a Recorded Plat. Property designated as a Lot may later be designated for some other use on a Recorded Plat, including but not limited to a roadway linking the Community to adjacent land or developments. At any time and from time to time, Declarant or any related affiliate of the Declarant, without the authorization and approval of the Association, may reconfigure, recombine, substitute or otherwise alter the boundary of a Lot or Lots owned by the said Declarant or such related affiliate of the Declarant within the Community. Such reconfiguration, recombination, substitution or other alteration may in the sole and absolute discretion of the Declarant or such related affiliate increase or decrease the total number of Lots in the Community. In no event, however, shall the total number of Lots in the Community be increased or decreased by any action of any Owner or Owners (other than the Declarant or an affiliate of the Declarant) of any Lot or Lots in the Community without the express written authorization and approval of the Association.

Section 18. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated within the Property. Notwithstanding any applicable theory of any lien or mortgage law, “Owner” shall not mean or refer to any mortgagee or trust beneficiary unless and until such mortgagee or trust beneficiary has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. (Note: the words “Member” and “Owner” are meant to describe all of the owners of the Community interchangeably as semantics dictate throughout this Declaration.)

Section 19. “Plans” shall have the meaning assigned to it in Section 6.2 of the Declaration.

Section 20. “Plat” shall mean and refer to that certain plat of survey entitled Cedar Ridge Subdivision, Phase 1 prepared by Priest, Craven & Associates, Inc. recorded in Map Book 2017, Page 345, in the Office of the Franklin County Register of Deeds, which plat of survey depicts all of the Property to be encumbered and benefited by the Declaration at the time of the recording thereof.

Section 21. “Property” shall mean and refer to all the Existing Property and any additions thereto as are made subject to this Declaration by any Supplemental Declaration(s) under the provisions of the Declaration.

Section 22. “Recorded Instrument” shall mean and refer to any document pertaining to the Property, or any portion thereof, recorded in the Office of the Franklin County Register of Deeds and executed by the Declarant (during Class B membership (as hereinafter defined in Section 9.2(b)) and until two years after termination thereof, and by the Association otherwise) to show its consent thereto (and by any other Owner(s) of property described therein and affected thereby if different). In any case in which the designation or description of the same property described in two different Recorded Instruments is different (for example, property is designated as a Lot in one instrument and a street in another, or legal boundaries of areas are described differently in different Recorded Instruments), the designation and description on the later-recorded of the Recorded Instruments shall control.

Section 23. “Recorded Plat” shall mean and refer to any map of the Property, or any portion thereof, recorded in the Office of the Franklin County Register of Deeds and executed by the Declarant or the Association to show its consent thereto (and any Owner(s) of such property if different). In any case in which the designation and/or boundary lines of the same property shown on two different Recorded Plats are different (for example, property is designated as a street on one plat and as a Lot on the other, or boundary lines are shown differently on two different Recorded Plats), the designation and boundary lines on the later-recorded of the Recorded Plats shall control.

Section 24. “Retention Pond” shall mean and refer to those certain stormwater retention ponds within the Property which shall be part of the Common Area. In the event any portion of a Retention Pond is located at any time upon any Lot, an easement is hereby established over any such portion of a Lot where any portion of the Retention Pond is located from time to time in favor of the Association to exercise all of its rights and obligations with respect to the Retention Pond.

Section 25. “Supplemental Declaration” shall have the meaning assigned to it in Section 1.2(a) of the Declaration.

ARTICLE III OFFICERS

Section 1. The principal office of the Association shall be located at 5630 Six Forks Road, Suite 201, Raleigh, North Carolina 27609.

Section 2. The registered office of the Association may, but need not be, identical with the principal office, but shall be located in North Carolina.

Section 3. The Association may have such other offices, either within or without the State of North Carolina, as the Board may from time to time determine or as the affairs of the Association may require.

ARTICLE IV ASSOCIATION OF LOT OWNERS

Section 1. Members. The qualifications of Members, the manner of their admission to membership and termination of such membership shall be set forth in the Articles of Incorporation of the Association and the Declaration.

Section 2. Annual Meetings. An annual meeting of the Association shall be held for the purpose of electing members to the Board of Directors and for the transaction of such other business as may be held in October each year, unless such day shall be a legal holiday, in which event the meeting shall be held at the same time on the day next following which is not a legal holiday. The first annual meeting shall be held in October 2018 on a date and at a time to be noticed.

Section 3. Substitute Annual Meeting. If an annual meeting is not held on the day designated in these Bylaws, a substitute annual meeting may be called in the same manner as a special meeting. A meeting so called shall be designated and treated for all practical purposes as the annual meeting.

Section 4. Special Meetings. Special Meetings of the Association may be called at any time by the President, a majority of the members of the Board of Directors or by the President on the written request of the owners of not less than twenty percent (20%) of the voting interests of Class A and Class B Members as established by the Declaration.

Section 5. Place of Meeting. All meetings of the Association shall be held at the Property, or at such other place in the County where the Property is located as shall be designated in the notice of meeting.

Section 6. Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting shall be delivered or mailed by first class mail, postage prepaid, not less than fourteen (14) nor more than sixty (60) days prior to the date of the meeting by the Secretary to each person entitled to vote at such meeting, unless a different time period is required by the Declaration.

In the case of an annual meeting, substitute annual meeting, or special meeting, the notice of the meeting shall state the time and place of the meeting as well as the items on the agenda to be considered, including, but not limited to, the general nature of any proposed amendment to the Declaration or these Bylaws, any budget matters, or any proposal to remove a director or officer.

When a meeting is adjourned for thirty (30) days or more, notice of the reconvening of the adjourned meeting shall be given as in the case of an original meeting. When a meeting is adjourned for less than thirty (30) days in any one adjournment, it shall not be necessary to give notice of the reconvening of the adjourned meeting other than by announcement at the meeting at which the adjournment is effective.

Section 7. Quorum. Unless a different percentage is required in the Articles of Incorporation, Declaration or a specific provision of these Bylaws, the presence in person or by proxy at the beginning of any meeting of Members constituting forty percent (40%) of the total votes entitled to be cast shall constitute a quorum. Unless otherwise expressly provided herein, any action, consistent with the notice of such meeting, may be taken at any meeting of the Association at which a quorum is present upon the affirmative vote of the Members having a majority of the total votes present at such meeting.

If a quorum is not present at the opening of any meeting, the meeting may be adjourned from time to time by vote of the majority of the voting interests present, either in person or by proxy, and shall be reconvened at the date and time determined at the adjourned meeting, subject to the notice requirements set forth in Section 6 of this Article. Upon the reconvening of any meeting adjourned for lack of a quorum, the quorum required at such subsequent meeting shall be one-half (1/2) that required at the preceding meeting.

Section 8. Voting Members; Proxies. There shall be one person with respect to each Lot who shall be entitled to vote the voting interest of the Lot at any meeting of the Association, herein referred to as the "voting member". The voting member may be an Owner of a Lot, or an Owner designated by a majority of the several Owners of a Lot, or may be some other person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be the Owner. Designation of the voting member or of a proxy shall be made in writing to the Secretary and shall be revocable at any time prior to the meeting by actual notice to the Secretary by the Owner or a majority of the Owners. Once a meeting has been commenced, a Lot Owner may not revoke a proxy given except by written notice or revocation delivered to the person presiding over the meeting. A proxy is void if not dated, and a proxy shall terminate at the time specified in the proxy or one year from its date, whichever is earlier.

Section 9. Voting Rights; Multiple Owners. If only one of the multiple Owners of a Lot is present at a meeting of the Association, he is entitled to cast all of the votes allocated to the Lot. If more than one of the multiple Owners are present, the votes allocated to that Lot may be cast only in accordance with the agreement of a majority interest of the multiple Owners. Majority agreement is conclusively presumed if any one of the multiple Owners casts the votes allocated to the Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. Fractional voting is prohibited and the resolution of any conflict over how to vote as between multiple Owners of a single Lot shall be the responsibility of the Owners of the Lot and not the responsibility of the Association or the Board. No meeting shall be delayed as a result of any such dispute.

If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the other Owners of the Lot through duly executed proxy.

Section 10. Voting Rights; Cumulative Voting. The vote cast by, or on behalf of, the Owner or Owners of a Lot shall be that voting interest specified in the Articles of Incorporation. In all elections for members of the Board of Directors, no voting member shall be entitled to vote on a cumulative voting basis for the director or directors to be elected, and the candidate or

candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed elected.

Section 11. Waiver of Notice. Any Lot Owner, at any time, may waive notice of any meeting of the Association in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance of a Lot Owner at any meeting of the Association shall constitute a waiver of Notice by him of the time and place thereof except where a Lot Owner attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all of the voting Members are present at any meeting of the Association, no notice shall be required, and any business may be transacted at any meeting.

Section 12. Informal Action by Lot Owners. Any action which may be taken at a meeting of the Association may be taken without a meeting if a consent, in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such an action at a meeting and filed with the Secretary of the Association to be kept in the Association minute book.

ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The business shall be managed and directed by the Board of Directors of the Association or by such executive committees as the Board may establish pursuant to these Bylaws. If any of the authority of the Board of Directors is vested in any committee, one member of each such committee shall be a Board member.

Section 2. Initial Board. There shall be an initial Board of three (3) directors, appointed by the Declarant, who shall serve until their successors are appointed or elected and qualified as herein provided.

Section 3. Subsequent Number and Qualification. Until such time as the Class B membership shall terminate, Declarant shall be the only member to select, or elect, the Board of Directors.

Notwithstanding the foregoing, the Declarant may, at any time, voluntarily surrender its rights as a Class B Member and to appoint members of the Board of Directors before the occurrence of those events of termination set forth in the Articles of Incorporation.

At such time as Declarant's Class B membership rights to appoint the members of the Board of Directors expires or is surrendered, the terms of the directors appointed by Declarant shall thereupon immediately terminate and the vacancies thereby created shall be filled by the Members of the Association upon a meeting called for that purpose to serve until the next annual meeting of the Members. At the end of such period when Declarant's Class B membership rights have terminated or upon surrender of those rights and if all Lots have not been transferred by Declarant, the Declarant for all purposes shall be deemed a Lot Owner and shall be entitled to vote in such elections as any other Lot Owner. During the times when it has the right to

designate Directors, the Declarant shall have the right in its sole discretion to replace any Director or Directors it appointed and to designate their successors.

Section 4. Election of Directors. Except for the appointed directors provided for in Section 3 of this Article while Declarant is a Class B Member, and as otherwise provided in Section 5 of this Article, the directors shall be elected at the annual meeting of the Association; and those candidates who receive the highest number of votes shall be elected.

Section 5. Removal. Any elected director may be removed from office, with or without cause, by the affirmative vote of sixty-seven percent (67%) of the voting interests of Lot Owners present and entitled to vote at a special meeting called for that purpose; provided that Class A Members shall have no vote in, or right to remove a director appointed by Declarant so long as the Class B membership exists. If any directors are so removed, new directors may be elected at the same meeting.

Section 6. Vacancies. An elective vacancy occurring in the Board of Directors, including directorships not filled by the voting Members, may be filled by a majority of the remaining directors, though less than a quorum, or by the sole remaining director.

Section 7. Compensation. The Board of Directors shall receive reimbursement for expenses, but shall receive no compensation for their services unless expressly allowed by the Association upon the affirmative vote of its members.

Section 8. Executive Committee. The Board of Directors may, by resolution adopted by a majority of the number of directors fixed by these Bylaws, designate two or more directors to constitute an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the Property.

Section 9. Powers. The Board of Directors shall have the powers necessary for the administration of the affairs of the Association as specified by law, the Declaration or these Bylaws, and may do all such acts and things, except such acts as by law, by the Declaration, or by these Bylaws may not be delegated to the Board of Directors.

Section 10. Duties. It shall be the duty of the Board of Directors to:

- (a) Administer, operate, maintain and repair the Common Areas;
- (b) Enter upon any Lot and perform any repairs, maintenance or construction for which the Association is responsible at reasonable times and hours and with as little inconvenience to the Lot Owner as practicable. The Association shall repair any damages to the Lot caused by such repair, maintenance or construction, and all costs incurred in performing these duties shall be a Common Expense of the Property, unless the board shall determine that the repairs, maintenance or construction was necessitated by the negligence, misuse, unlawful act or act in violation of the Declaration, these Bylaws or the Rules and Regulations of the Association by the Lot Owner, its agents, contractors,

family members, guests, invitees, tenants or contract purchasers, in which event such costs may be assessed against the Lot Owner, as by the Declaration prescribed;

(c) Determine the Common Expenses arising from the costs of administration, operation, care, upkeep, maintenance, repair and construction of the Common Areas, including, without limitation, reserves for repair, reconstruction or replacement;

(d) Fix and assess in the manner provided by law and in the Declaration, the proportionate part of the Common Expenses for each Lot Owner within the Property;

(e) Collect and enforce the collection of Common Expenses in the manner provided by law and in the Declaration, including but not limited to, legal proceedings for the enforcement of liens and provide written evidence of payment upon request therefor;

(f) Employ, supervise and dismiss personnel, managers or independent contractors necessary to the maintenance and operation of the Common Areas;

(g) Adopt, amend, publish and enforce reasonable Rules and Regulations that it deems advisable and necessary for the proper administration, operation, maintenance, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Owners and occupants of the Lots. Copies of the published Rules and Regulations and amendments thereto shall be given to all the Owners and occupants and the Association and Property shall be administered, operated and maintained in conformity with such Rules and Regulations;

(h) Designate depositories for Association funds and the officers, agents and/or employees having the authority to deposit and withdraw such funds; and, in its discretion, to require such officers, agents or employees to be bonded in such amounts as it deems necessary;

(i) Sign all mortgages, deeds of trust, agreements, contracts, vouchers and payment of expenditures, deeds and other instruments in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and the Secretary;

(j) Procure and maintain adequate insurance of such nature and in such amounts as provided in the Declaration, and such other insurance as the Board may deem necessary or appropriate, including, without limitation, hazard insurance, liability insurance and officers and directors liability coverage;

(k) Appoint such committees as are provided for in these Bylaws and the Declaration or as otherwise deemed appropriate by the Board, including, but not limited to, a Nominating Committee and the Architectural Committee;

(l) Exercise their powers in good faith and do and perform such other matters and things not expressly prohibited by law, the Declaration, or these Bylaws as are necessary and appropriate to the proper administration, operation and maintenance of the Association;

(m) Prepare an annual budget in which there shall be established the assessments of each Lot Owner for the Common Expenses;

(n) Pay all taxes, charges and assessments which are or may become liens against any part of the Common Areas and assess the same against the Members and their respective Lots;

(o) To enforce by legal means or proceedings the provisions of the Articles of Incorporation, the Bylaws, the Declaration and the Rules and Regulations promulgated hereunder;

(p) To review and to approve architectural changes, alterations or modification of Lots and the improvements thereon;

(q) To establish fines and penalties for late payment of assessments and for violations of the Declaration, Bylaws and the Rules and Regulations and to provide for the suspension of voting rights of any Member, or its Lot occupants, as well as the right to use any amenities or recreational facilities during any period in which such Member shall be in default in the payment of any assessment levied by the Association and to suspend such voting rights and other privileges for a period not to exceed sixty (60) days after notice of hearing for other infractions;

(r) To impose reasonable charges for services especially provided to one or more Lot Owners which charges or costs should not otherwise be a Common Expense;

(s) To institute, defend or intervene on behalf of the Association in litigation or administrative procedures affecting the Property;

(t) To cause additional improvements to be made to the Common Areas;

(u) To grant easements, leases, licenses, and concessions through or over the Common Areas;

(v) To exercise all other duties to which similar organizations have the power to perform and as by law provided; and

(w) To exercise all powers set forth in the Articles of Incorporation.

Section 11. Person Who May Serve. Every elected member of the Board shall be a Lot Owner unless the Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, in which event any one officer, director, agent or employee of such

corporation, partner of such partnership, beneficiary or trustee of such trust or manager of such other legal entity shall be eligible to serve as a member of the Board, but members of the Board appointed by the Declarant need not be Owners.

Section 12. Liability of the Board. The members of the Board of Directors shall not be liable to the Lot Owners for any mistake of judgment, negligence or otherwise except for their own willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent of their liability as Lot Owners. It is also intended that the liability of any Lot Owner arising out of any contracts made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportions of the total liability thereunder as his voting interest in the Common Areas bears to the interest of all of the Lot Owners. Every agreement made by the Board or by the manager on behalf of the Association shall provide that the members of the Board of Directors, or the manager, as the case may be, are acting only as agents for the Association, and shall have no personal liability thereunder (except as Lot Owners), and that each Lot Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as its voting interest in the Association bears to the voting interest of all Lot Owners.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Organization Meeting. The initial Board of Directors shall meet prior to the conveyance of the first Lot by the Declarant. No notice to the Directors shall be necessary in order to legally constitute such meeting, provided that a quorum shall be present.

Section 2. Regular Meetings. A regular meeting of the Board shall be held immediately after and at the same place as the annual meeting or substitute annual meeting of the Association. The Board may provide by adoption of an appropriate resolution for the time and place within the County in which the Property is located for other regular meetings of the Board.

Section 3. Special Meetings. Special meetings of the Board may be called by or at the request of the President or by any two Directors. Such meetings may be held at any place within the County in which the Property is located.

Section 4. Notice of Meetings. Regular meetings of the Board of Directors may be held without notice. The person or persons calling a special meeting of the Board shall give actual notice, oral or written, to all Directors of the time, place and purpose of such meeting at least two (2) days prior thereto.

Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called.

Section 5. Waiver of Notice. Any member of the Board of Directors may have written waiver of notice at any time of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. If all of the members of the Board are present at any meeting thereof, no notice shall be required and any business may be transacted at such meeting.

Section 6. Quorum. A majority of the number of Directors fixed by these Bylaws shall be required for and shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 7. Manner of Acting. Except as otherwise provided in this section, the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

A vote of a majority of the number of Directors fixed by these Bylaws shall be required to adopt a resolution constituting an executive committee.

Section 8. Organization. Each meeting of the Board of Directors shall be presided over by the President and in the absence of the President, by the Vice President, and in the absence of the Vice President, by any person selected to preside by vote of the majority of the Directors present. The Secretary, or in his absence, an Assistant Secretary, or in the absence of both the Secretary and the Assistant Secretary, any person designated by the presiding officer of the meeting shall act as Secretary of the meeting.

Section 9. Informal Action of Directors. Any action taken by a majority of the Directors without a meeting shall constitute Board action if written consent to the action in question is signed by all the Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action is taken.

Section 10. Minutes. The Board, and all committees to which the Board shall have delegated any of its authority, shall keep minutes of all proceedings of the Board and the committees.

Section 11. Fidelity Bonds. The Board of Directors shall require any officer or employee of the Association handling or responsible for Association funds to be covered by an adequate fidelity bond. The premiums on such bond shall constitute a Common Expense.

ARTICLE VII OFFICERS

Section 1. Designation. The principal officers of the Association shall be a president, a secretary, a treasurer and such vice presidents, assistant secretaries, assistant treasurers and other officers as the Board of Directors may from time to time elect. Any two or more offices may be held by the same person, except that the office of President and Secretary may not be held by the same person.

Section 2. Election and Term. A director designated by the Declarant shall serve as President so long as the Declarant designated the Board members. All other officers of the Association shall be elected by the Board of Directors, and such elections may be held at the regular annual meetings of the Board; provided however, that prior to the first annual meeting, the Declarant shall appoint the officers from among the initial Board.

Each officer shall hold office for a period of one (1) year or until his death, resignation, retirement, removal, disqualification or his successor is elected and qualified.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board with or without cause; any officer or agent appointed or designated by the Declarant may be removed by the Declarant with or without cause. Such removal, however, shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Compensation. No officer shall receive compensation from the Association for acting as such, but the Board may reimburse any officer for any direct expenses incurred by him in the performance of his duties as such officer and such reimbursement shall be a Common Expense.

Section 5. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall supervise and control the management of the Property. The President shall preside at all meetings of the Board and of the Association, and, in general, shall perform all duties incident to the office of the President and such other duties as may be prescribed from time to time by the Board. The President shall prepare, execute (with the Secretary), certify and record amendments to the Declaration on behalf of the Association.

Section 6. Vice President. The Vice President, and if there be more than one, the Vice Presidents, shall, in the absence or disability of the President, have the powers and perform the duties of said office. In addition, each Vice President shall perform such other duties and have such other powers as shall be prescribed by the President.

Section 7. Secretary. The Secretary shall keep accurate records of the acts and proceedings of all meetings of the Association and of the Board. The Secretary shall give, or cause to be given, all notices required by law and these Bylaws, and the Secretary shall have general charge of the minute books and records of both the Association and of the Board. The Secretary shall sign such instruments as may require his signature, and in general, shall perform all duties incident to the office of the Secretary and such other duties as may be assigned to him from time to time by the President or by the Board of Directors.

Section 8. Treasurer. The Treasurer shall have custody of all Association funds and securities and shall receive, deposit or disburse the same under the direction of the Board of Directors. He shall keep full and accurate records of the finances of the Association in books specially provided for that purpose. He shall cause a true statement to be prepared at the close of

each fiscal year setting forth, in reasonable detail, the assets and liabilities of the Association, the changes in surplus for such fiscal year, and the result of the operations of the Association. The statement shall be filed and kept available for inspection by any Lot Owner for a period of three (3) years and the Treasurer shall mail or otherwise deliver a copy of the latest statement to each Lot Owner and member of the Board of Directors annually on or before thirty (30) days prior to the annual meeting of the Association covering the preceding calendar year. The Treasurer shall also prepare and file all reports and returns required by Federal, State or local laws, and shall generally perform all other duties as may be assigned to him from time to time by the President or the Board of Directors.

Section 9. Assistant Secretaries and Treasurers. The Assistant Secretaries and Assistant Treasurers, if any, shall, in the absence or disability of the Secretary or Treasurer, respectively, have all the powers and perform all of the duties of those officers, and they shall, in general, perform such other duties as shall be assigned to them by the Secretary or Treasurer, respectively, or by the President or Board of Directors.

ARTICLE VIII OPERATION OF THE PROPERTY

Section 1 Creation of the Lien and Personal Obligation for Assessments. Each Member, other than the Declarant, who is the owner of any Lot by acceptance of a deed therefor, and all other Members, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to and does hereby covenant and agree to pay as limited below, to the Association:

a) annual assessment or charges as herein or in the Bylaws provided, which once assessed on an annual basis may be collected monthly, quarterly, semi-annually, or annually as the Board may determine;

b) special assessments for capital improvements (such annual and special assessments to be fixed, established, and collected from time to time as herein or in the Bylaws provided); and

c) Special Individual Assessments, as defined and described in Section 5;
and

d) working capital assessments of Five Hundred Dollars (\$500.00) per Lot, due and payable to the Association by (i) third party purchasers at the time such Lot is conveyed by the Declarant, any affiliate of the Declarant or any licensed general contractor, not affiliated with the Declarant, to such third party purchasers or (ii) any licensed general contractor who purchases a Lot and constructs a Dwelling Unit thereon and occupies the same as his residence, it being Declarant's express intention that no licensed general contractor who constructs a Dwelling Unit on a Lot shall be liable for the payment of the working capital assessment unless he shall occupy such Dwelling Unit as his residence.

The annual and special Assessments and any Special Individual Assessments of an Owner and any fines, liquidated damages or summary charges as herein or in the Bylaws provided, together with such interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person or persons jointly and severally, who is (are) the Owner(s) of such properties at the time when the Assessment fell due. Payment of the working capital assessment shall not reduce the annual assessment.

Section 2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, access, maintenance of property values, security, safety and welfare of the residents of the Property and other Members, and in particular for:

- a) improvement, maintenance, and replacement of any of the Association's Common Areas;
- b) payment of Common Expenses;
- c) implementation and enforcement of proper maintenance of exteriors of Dwelling Units and related improvements on Lots in the Property, if necessary, subject to reimbursement by the Owner(s) of such property pursuant to Article Seven of the Declaration;
- d) establishment of capital replacement reserves; and
- e) acquisition of services and facilities, devoted to the foregoing purposes or for the use and enjoyment of the Association's Common Areas, including but not limited to, the cost of repairs, replacements, additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against those Common Areas, the procurement and maintenance of insurance related to those Common Areas and use in accordance with the Bylaws, the employment of attorneys to represent the Association if necessary, and such other requirements as are necessary to perform all of the aforesaid functions and purposes.

Section 3 Assessment of Uniform Rates Within Different Categories or Forms of Ownership. Both annual and special assessments shall be fixed at uniform rates for each Dwelling Unit and vacant Lot within the Property. Except as specified in Section 12 hereof, there will be no difference between assessments as applicable to vacant Lots, or between assessments as applicable to Dwelling Units.

Section 4 Special Assessments for Capital Improvements.

- a) In addition to the regular annual Assessments, the Association may levy in any assessment year, a special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of professional or consulting fees, any construction or reconstruction, unexpected repairs or replacement of any capital improvement (including,

without limiting the generality thereof, any waterway or pond) located upon the Association's Common Areas (in the discretion of the Association), including the necessary fixtures and personal property related thereto, provided that any such Assessment shall have the consent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall have been sent to all Members in accordance with the provisions of these Bylaws and Section 3.2 of the Declaration for such special meetings.

b) In addition to the foregoing special Assessment approved by the Members, as described in the preceding paragraph, the Association may levy a special Assessment, in the event of emergencies in which the Association perceives a threat to persons or to property, without the consent of the Members. The amount of such Assessment, however, may not exceed One Hundred Dollars (\$100.00) per Lot.

Section 5 Special Individual Assessments. In addition to the regular annual Assessments and the special Assessments for capital improvements described above, the Association may levy, from time to time, on a particular Lot rather than on all Lots or types of Lots in the Property, special individual Assessments, immediately due and payable, consisting of any fines assessed by the Association under authority contained herein or in the Bylaws for an Owner's violation of the terms and conditions of the Declaration, any liquidated damages or summary charges imposed under authority contained in the Bylaws, together with costs, fees and expenses (including reasonable attorneys' fees) incurred by the Association incidental to the enforcement of any rules and regulations, the collection of Assessments (both annual and special) or the collection of damages or charges arising under the Bylaws, all of the foregoing of which shall comprise "Special Individual Assessments."

Section 6 Quorum for any Action Under Sections 4 and 13. The quorum required for any action authorized by Sections 4 and 13 hereof shall be as follows:

At the first meeting called as provided in Sections 4 or 13, the presence at the meeting of Members, or of proxies, entitled to cast a majority of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to the notice requirements set forth in Section 3.2 in the Declaration, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum of each class of Member at the preceding meeting, provided that no such subsequent meeting shall be held more than fifty (50) days following the preceding scheduled meeting.

Section 7 Date of Commencement of Annual Assessment: Due Dates. The regular annual Assessments provided for herein shall be paid (as determined by the Board) in monthly, quarterly, semiannual, or annual installments. The payment of the regular annual Assessment by Owners shall commence as to each Lot, on the first day of the month following the conveyance of that property by the Declarant. The first regular annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the Annual Assessment at least fifteen (15) days in advance of each regular annual Assessment period. Written notice of the regular annual Assessment shall be sent to every

Member subject thereto. The due dates shall be established by the Board. The Association, upon any qualified demand (as determined by the Board) at any time, shall furnish a certificate in writing signed by an officer of the Association setting forth whether any specific Assessment has been paid. Such properly executed certificate of the Association as to the status of the Assessment is binding upon the Association as of the date of its issuance.

The first Assessments levied against any additions to the Property not now subject to Assessment, at a time other than the beginning of any Assessment period, shall be an amount which bears the same relationship to the regular annual Assessment as the remaining number of months in that year bears to twelve.

The due date of any special Assessment under Section 4 or any other Assessments permitted by the Declaration shall be fixed by the Board in the resolution of resolutions authorizing such Assessment.

Section 8 Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of the Assessment or Assessments against each Member, for each Assessment period, at least fifteen (15) days in advance of such date or period and shall, at that time, prepare a roster of the Members and Assessments applicable thereto which shall be kept in the office of the Association, or at any other place designated by the Board upon notice to the Members, and which shall be open to inspection by any Member. Written notice of the Assessment or Assessments thereupon shall be sent to every Member subject thereto.

Within thirty (30) days after adoption of any proposed budget for the Community, the Board shall provide to all Owners with a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board shall set a date for a meeting of the Owners to consider ratification of the budget, such meeting to be held not less than ten (10) nor more than sixty (60) days after mailing of the summary and notice. There shall be no requirement that a quorum be present at the meeting. The budget shall be deemed ratified at the meeting unless at that meeting a majority of the Owners in the Association reject the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners (or the initial budget if no other budget has been ratified by the Owners) shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

Assessments to pay a judgment against the Association may be made only against the Lots in the Community at the time the judgment was entered, in proportion to their Common Expense liabilities. If Common Expense liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

Section 9 Effect of Non-Payment of an Owner's Assessment; The Personal Obligation of the Owner; the Lien; Remedies of Association. If the Assessments of an Owner are not paid within thirty (30) days following the date due (being the date referred to in Section 7), then such Assessments shall become delinquent and shall, together with such interest thereon

and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot(s), as appropriate, which shall bind such Lot(s), as appropriate, in the hands of the then-Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then-Owner to pay such Assessment shall remain his personal obligation for the statutory period; and in addition, shall pass to his successors in title (as an encumbrance or lien against the Lot, as appropriate) unless expressly waived by the Board.

If the Assessment(s) is not paid within thirty (30) days after the delinquency date, the Assessment(s) shall bear interest from the date of delinquency at the rate of one and one-half percent (1.5%) per month (or the highest rate allowed by law, whichever is less), and the Board, acting on behalf of the Association, may authorize its officers to bring appropriate civil action against the Owner personally obligated to pay the same or file a claim of lien and foreclose such lien against any such Lot(s), as appropriate, in like manner as a deed of trust or mortgage on real estate under a power of sale under Article 2A of Chapter 45 of the North Carolina General Statutes, and there shall be added to the amount of such Assessment, the costs of such action and reasonable attorneys' fees or other cost incurred by the officers of the Association, pursuant to authority of the Board. In acceptance of a deed to a Lot, the Owner consents to, and grants to the Association, the power of sale provided herein. A claim of lien shall specify the name and address of the Association, the name of the record owner of the Lot at the time the claim of lien is filed, a description of the Lot and the amount of the lien claimed. In the event a judgment is obtained against any Owner for such Assessments, such judgment shall include interest on the Assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. In addition, the Board may set a schedule of late fees also due and payable if an Assessment is not paid within thirty (30) days after the delinquency date, which late fees shall be in addition to the other charges described herein.

Section 10 Subordination of the Lien on an Owner's Property to Mortgages or Deeds of Trust. The lien on an Owner's property for the Assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage or deed of trust now or hereafter placed upon any Lot(s), subject to Assessment. The subordination shall not relieve any Lot(s) from liability for any Assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage or deed of trust as if said lien were a second mortgage, irrespective of when such first mortgage or deed of trust was executed and recorded. The sale or transfer of a Lot shall not affect any lien for Assessments. However, the sale or transfer of a Lot that is subject to a first mortgage or first deed of trust, pursuant to a foreclosure thereof or proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to the payment thereof which become due prior to such sale or transfer. The extinguished Assessments shall be collectible as a Common Expense from all Owners in the Community. No such sale or transfer shall relieve a Lot from liability for any Assessments thereafter becoming due, or from the lien thereof, but the liens provided for herein shall continue or be subordinate to the lien of any such first mortgage or first deed of trust.

Section 11 Exempt Property. The following property subject to the Declaration shall be exempted from the Assessments, charges and liens created herein:

- a) all Common Areas as defined in Article Two of the Declaration; and

b) all properties exempted from taxation by the laws of the State of North Carolina, upon the terms and to the extent of such legal exemption. (Homestead exemptions shall not be considered an exemption.)

Notwithstanding any provisions of this Section, no Lot shall be exempt from said Assessments, charges or liens except as described in Section 12 hereof.

Section 12 Declarant's Obligations for Assessments. Notwithstanding any term or provision of the Declaration which may be construed to the contrary, no Lot owned by the Declarant, or any affiliate of the Declarant, shall be subject to any assessment capital contribution, fee, or charge of any nature or kind provided for in this Article during any period of time in which Declarant or affiliate of the Declarant owns such Lot. At such time as any Lot which is owned by the Declarant, or any affiliate of the Declarant, shall be conveyed or transferred to a third party by the Declarant, or such affiliate of the Declarant, all liens and assessments provided for in this Article for the calendar year in which the conveyance occurs shall become immediately levied against such Lot, and the Owner of such Lot shall upon the closing thereof immediately become liable for the payment of all such assessments. The amount of the annual Assessment that shall become payable with respect to any Lot shall be prorated according to the respective portions of the calendar year that such Lot was owned by the Declarant, or any affiliate of the Declarant, and by such successor owner. Any Lot owned by a North Carolina licensed General Contractor shall be assessed at the reduced rate of twenty-five percent (25%) of the uniform rate of assessment until and unless such contractor shall physically occupy such Lot as his personal residence at which time the uniform rate shall be applied to such Lot.

Section 13 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot from the Declarant, or any affiliate of the Declarant, the maximum annual Assessment shall be one thousand and No/100 Dollars (\$1,000.00) per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot from the Declarant, the annual Assessment each year shall be increased by no more than 10% of the previous years' Assessment, unless two-thirds or more of each class of the Members present or voting by proxy at a duly called meeting vote to increase the annual Assessments for a given year by more than 10% more than the annual Assessments for the prior year. The Board may fix the annual Assessments at any amount not greater than the maximum described herein (as such maximum may be increased as provided herein) or determined by the duly called meeting as described above. The limitation on the increase in the annual Assessments herein shall not apply to any change in the maximum amount of the Assessments undertaken as an incident to (1) merger or consolidation in which the Association is authorized to participate, or (2) as an incident to any additions to the Property or submission of additional property pursuant to Section 1.2(b) of the Declaration.

Section 14 Application of Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expense (including expenses for special Assessments described in Section 4 hereof), the funding of a reasonable operating expense surplus, and any prepayment of reserves, shall be paid to the existing Owners in proportion to

their Common Expense liabilities or credited to them to reduce their future Common Expense Assessments, the election of which application of the funds shall be made by the Board.

ARTICLE IX RECORD AND AUDITS

The Board of Directors or the Treasurer shall keep detailed records of actions of the Board and the Treasurer, minutes of the meetings of the Board of Directors, minutes of meetings of the Association, and financial records and book of accounts, including a chronological listing of receipts and expenditures, which, among other things, shall contain the amount of each assessment of the Common Expenses against each Lot, the date when due, and amounts paid thereon, and the balance remaining unpaid, including maintenance and repair expenses of the Common Areas and any other expenses incurred. The financial records and books of account shall be available for examination by any Lot Owner or his duly authorized agent or attorney at convenient hours on working days by prior arrangement with the Board or manager. An outside audit of all receipts and expenditures of the Association and Property shall be rendered by the Board of all Lot Owners on or before the 90th day following the close of each fiscal year, covering the preceding year. All books and records shall be kept in accordance with good and acceptable accounting practices. A copy of the audit shall be furnished to all mortgagees of Lots who have requested the same.

ARTICLE X OPERATION PRIOR TO INITIAL MEETING OF BOARD

Prior to the first meeting of the initial Board of Directors, all functions of the Association and of the Board of Directors as herein set forth shall be performed and carried out by the Declarant through its officers and agents.

ARTICLE XI AMENDMENT OF BYLAWS

Section 1. Amendment by Owners. Except as provided in Section 2 below, these Bylaws may be amended by the affirmative vote of the voting Members having at least sixty-seven percent (67%) of the aggregate voting interests, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws. Such amendment shall be executed in the name of the Association and recorded in the Office of the Register of Deeds of the County in which the Property is located. No such amendment shall be effective until duly recorded as aforesaid.

Section 2. Amendment by Declarant or the Board. The Declarant, for so long as it controls the Board and remains a Class B Member, may amend these Bylaws without consent of the Owners.

The Board of Directors may amend these Bylaws without the consent of the Owners:

(a) To correct any obvious error or inconsistency in drafting, typing or reproduction; and

(b) To conform to the requirements of any law or governmental agency having legal jurisdiction over the Property or to qualify the Property or any Lots therein for mortgage or improvement loans made or insured by a governmental agency, Federal National Mortgage Association or Government National Mortgage Association, or the Town of Youngsville, or to comply with the requirements of law or regulations of any corporation or agency regarding purchase of mortgage interests in Lots by such agency.

No amendments made pursuant to this Section 2 shall be effective until duly recorded in the Office of the Register of Deeds of the County in which the Property is located.

Section 3. Amendment Prior to Sale of Lot. Declarant shall have the right to amend these Bylaws at any time prior to recording the sale of the first Lot to an Owner by filing an amendment in the Office of the Register of Deeds for the County in which the Property is located with a certificate certifying the fact that no sale has previously occurred.

ARTICLE XII CONFLICTS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws the Declaration shall control.

Capitalized terms used in these Bylaws shall have the meanings assigned to them in the Declaration unless otherwise defined herein.

CERTIFICATION

I, the Undersigned, do hereby certify:

THAT I am the duly elected and acting President of the Association of Homeowners at Cedar Ridge, Inc.; and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 16th day of February, 2018.

IN WITNESS WHEREOF, I have executed this Certification in the name of and on behalf of Association of Homeowners at Cedar Ridge, Inc. this 16th day of February, 2018

ASSOCIATION OF HOMEOWNERS AT
CEDAR RIDGE, INC.

By:

Daniel H. Tingen ~~Secretary~~ **PRESIDENT**

ATTEST:

22

Michael S. Yopp, Secretary