

Mail to Everett Gaskins Hancock LLP
P.O. Box 911
Raleigh, NC 27602

**AMENDED AND RESTATED BYLAWS
OF
BLENHEIM PLACE CONDOMINIUM ASSOCIATION, INC.**

These Amended and Restated Bylaws of Blenheim Place Condominium Association, Inc., effective on the ~~28th~~ day of April, 2021 were adopted by the membership of the Association on April 12, 2021. They revise and replace the Bylaws that are attached as Exhibit B to the Declaration of Intention to Submit Property to the Provisions of Chapter 47A of the North Carolina General Statutes recorded in Book 2011, Page 332, Wake County Registry, as amended by amendments recorded in Book 2161, Page 182; Book 2235, Page 575; Book 2235, Page 576; Book 2433, Page 651; Book 3100, Page 219; Book 6862, Page 94 and Book 8476, Page 2321, Wake County Registry.

**ARTICLE I
APPLICABILITY AND DEFINITIONS**

Section 1. Applicability. These Bylaws of the Blenheim Place Condominium Association, Inc. (the "Association") provide for the governance of the Blenheim Place Condominium, which was established by the Declaration. These Bylaws are applicable to and govern the use and occupancy of the thirty-one dwelling units and the common areas that are subject to the Declaration. The acceptance of any ownership interest in a dwelling unit or the entering into of a lease for or the act of occupancy of any dwelling unit subject to these Bylaws constitutes an agreement to accept and comply with these Bylaws and any Rules and Regulations made pursuant to them, as they may be amended from time to time.

Section 2. Amendment. These Bylaws amend, restate and supersede the Bylaws that are recorded as Exhibit B to the Declaration together with the amendments thereto, which are recorded in Book 2161, Page 182; Book 2235, Page 575; Book 2235, Page 576; Book 2433, Page 651; Book 6862, Page 94; and Book 8476, Page 2321, Wake County Registry.

Section 3. Definitions. The following words as used herein are defined as follows:

“Common Areas” shall mean the both the land which is part of the Condominium and the parts of the buildings and improvements on the land defined as ‘Common Areas and Facilities’ in Section 4 of the Declaration, but excluding the Units and the Limited Common Areas.

“Condominium” shall mean the Blenheim Place Condominium, which consists of 5.7 acres and the buildings and improvements thereon, as created by and described in the Declaration and Exhibit A thereto.

“Condominium Act” shall mean North Carolina General Statutes Chapter 47C, North Carolina Condominium Act.

“Declaration” shall mean the Declaration of Intention to Submit Property to the Provisions of Chapter 47A of the North Carolina General Statutes as recorded in Book 2011, Page 332 in the office of the Register of Deeds of Wake County, North Carolina, as amended.

“Limited Common Areas” shall mean those exterior spaces and portions of the buildings in the Condominium described as such in Paragraph 2 of the Declaration and as shown on Exhibit A to the Declaration.

“Member” shall mean to those persons or entities entitled to membership in the Association by virtue of their ownership of fee simple title to a Unit.

“Nonprofit Corporation Act” shall mean North Carolina General Statutes Chapter 55A, the North Carolina Nonprofit Corporation Act.

“Unit” shall mean one of the thirty-one condominium units that are defined in Sections 2 and 3 of the Declaration and in Exhibit A to the Declaration.

“Unit Owner” shall mean the record owner, whether one or more persons or entities, of fee simple title to a Unit, but excluding those having such interest merely as security for the performance of an obligation.

“Unit Ownership Act” shall mean North Carolina General Statutes Chapter 47A, Article 1, Unit Ownership Act.

ARTICLE II

MEMBERSHIP AND MEETINGS OF MEMBERS

Section 1. Membership. Membership in the Association shall be limited to Unit Owners. Every Unit Owner shall automatically become a Member of the Association upon acquisition of fee simple title to a Unit (whether encumbered or not). A Unit Owner shall remain a Member for the entire period of ownership. If title to a Unit is held by more than one person or entity, the membership shall be shared in the same proportion as the title, but there shall be only one membership in the Association per Unit. Membership does not include mortgagees. The date of recordation in the Office of the Wake County Register of Deeds of the deed conveying the Unit in question shall govern the date of ownership, except in the case of the death of an individual Unit Owner. In the latter case the transfer of ownership shall occur on the date of death if the individual Unit Owner died intestate or on the date of probate of the individual Unit Owner’s will in the case of testacy. Until a decedent’s will is probated, the Association may rely on the presumption that a deceased Unit Owner died intestate.

Section 2. Annual Meetings. An annual meeting of the Members shall be held during the month of April of each year on a date and time and at a place convenient for the Members as determined by the Board of Directors for the purpose of electing members of the Board of Directors and for the transaction of such other business as may be properly brought before the meeting.

Section 3. Substitute Annual Meetings. If the annual meeting shall not be held during April, a substitute annual meeting may be called in accordance with the provisions of this Article. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 4. Special Meetings. Special meetings of the Members may be called at any time by a majority of the members of the Board of Directors or upon the written request of Members who are entitled to vote at least twenty-five percent (25%) of all of the votes in the Association

Section 5. Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting shall be delivered or mailed not less than ten (10) nor more than fifty (50) days before the date thereof, either personally, by mail or by electronic mail at the direction of the Board of Directors or Members calling the meeting, to the last known address of each Member or electronic address provided by the Member to the Association. The notice of an annual or substitute annual meeting must include the agenda. The notice of a special meeting shall specifically state the purpose or purposes for which the meeting is called. Proposed amendments to the Declaration or Bylaws and any proposal to elect or remove directors must be explicitly stated in the notice. Notice shall be deemed given when said notice is deposited in the United States mail, addressed to the Member at his or her address as it appears on the records of the Association, with postage thereon prepaid, delivered by hand to such address, or transmitted electronically to an address provided by the Member. Notice given to any one tenant in common, tenant by entirety or other joint owner of a Unit shall be deemed notice to all Owners of the subject Unit. When a meeting is adjourned for thirty (30) days or more, notice 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 is not necessary to give any notice of the adjourned meeting other than by announcement at the meeting at which the adjournment is effective.

Section 6. Waiver of Notice. Any Member may, at any time waive notice of any meeting of the Association in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Association shall constitute a waiver of notice by him or her of the time and place thereof except where a Member 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 Members are present at any meeting of the Association and none of them object, no notice shall be required.

Section 7. Quorum. The presence in person or by proxy at any meeting of the Members having a majority of the total votes shall constitute a quorum. Any action may be taken at any meeting of the Association at which a quorum is present consistent with the notice of such meeting upon the affirmative vote of the Members having a majority of the total votes present at such meeting, except as otherwise provided by the Unit Ownership Act, the Condominium Act, the Declaration or these Bylaws. If there is no quorum at the opening of the meeting of the Association's Members, such meeting may be adjourned by the vote of a majority of the Members present, either in person or by proxy; and at any adjourned meeting at which a quorum is present any business may be transacted which might have been transacted at the original meeting.

Section 8. Voting Rights. There is one vote for each of the thirty-one (31) Units. If fee simple title to any Unit is owned of record by two or more persons or entities, the vote with respect to any such jointly owned Unit may be cast by any one of the joint Owners in person or by proxy, except that the holder or holders of a life estate in a Unit shall have the sole right to cast the vote allocated to the Unit. Unanimous action shall be conclusively presumed if any one of such multiple Owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other joint Owners of the Unit. In no event may the vote which may be cast with respect to any Unit be divided among joint Owners of a Unit. If joint Owners dispute the manner of casting a vote, the vote shall not be counted.

Section 9. Proxies. Any Member entitled to vote may do so by written proxy duly executed by the Member in favor of any other Member, setting forth the meeting for which the proxy is valid, To be valid, a proxy must be filed with the Secretary prior to the beginning of the meeting for which it is to be used and must be dated. No proxy shall be revocable except by written notice delivered to the Secretary. A proxy shall be automatically revoked if the Member who has given such proxy is in attendance at the meeting at which the proxy is to be used. A proxy is not valid after the earlier of the term stated therein or the expiration of eleven (11) months from the date of its execution.

Section 9. Conduct of Meetings. The President shall preside over all Member meetings, or the President may delegate the responsibility to the Vice President or another Board member. The secretary shall accept proxies, take minutes of the meeting and count and announce votes. Meetings shall be conducted in accordance with the most recent edition of Roberts Rules of Order Newly Revised. In the case of special meetings, items not included in the notice of the meeting may not be considered at the meeting. Meetings of Members may be conducted by means of remote communication and electronic balloting in the event of emergencies and in compliance with then current Executive Orders of the Governor of the State of North Carolina.

Section 10. Informal Action by Members. 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 a majority of the Members or by a greater number if required by the Unit Ownership Act, the Condominium Act, the Declaration or these Bylaws. Any such consent will be effective only upon filing with the secretary of the Association.

Section 11. Action by Written Ballot. Any action that may be taken at a meeting of the Members of the Association may be taken without a meeting by written ballot delivered to the Members and returned in accordance with the provisions of North Carolina General Statutes Section 55A-7-08.

ARTICLE III

BOARD OF DIRECTORS

Section I. General Powers. The business and affairs of the Association shall be managed by the Board of Directors (the "Board"), which is referred to in the Declaration as the Board of Directors.

Section 2. Composition, Qualification and Term. The Board of Directors shall consist of seven (7) directors. The directors shall be individual Unit Owners or spouses of Unit Owners; provided that a married couple may not serve on the Board at the same time. They shall hold office for two (2) years or until their successors are duly elected, unless they earlier resign, die or are removed in accordance with Section 4 of this Article III.

Section 3. Election of Directors. Except as provided in Section 5 of this Article, the directors shall be elected at the annual meeting or substitute annual meeting of the Association. Three directors shall be elected in even numbered years and four directors shall be elected in odd numbered years. Those persons who receive the highest number of votes shall be deemed to have been elected. The Board shall solicit nominations to serve on the Board and provide the names of the nominees to the membership with the annual meeting notice. Nominations may be made from the floor of the annual meeting.

Section 4. Removal. At any annual or special meeting of the Association, upon notice properly given, directors may be removed, with or without cause, by affirmative vote of the Members having a majority of the total votes entitled to vote at an election of directors. If any directors are so removed, new directors may be elected at the same meeting. If a director fails to attend or participate in three (3) successive monthly meetings of the Board, he or she may be removed by a majority vote of the remaining directors.

Section 5. Vacancies. The Members may fill a vacancy on the Board of Directors resulting from the removal of a director by the Members or by an increase in the authorized number of directors at an annual meeting or a special meeting of the Association called for such purposes. The remaining directors by majority vote, though less than a quorum, may fill all other vacancies on the Board. Each person selected to fill a vacancy shall serve until a successor shall be elected at the next annual meeting of the Association to fill the unexpired portion of the term.

Section 6. Term Limits. No person may serve on the Board of Directors for more than three (3) consecutive full two (2) year terms. No person who is elected under Section 5 of this Article III, either by the Members or by the Board, to fill a vacancy on the Board may serve on the Board for more than two (2) consecutive full two (2) year terms subsequent to the term of that person's election to fill a vacancy on the Board. Once a person ceases to serve on the Board because he or she has reached the term limits defined herein, that person is ineligible to serve on the Board for one (1) year.

Section 7. Compensation. The Board of Directors shall receive no compensation for their services unless expressly allowed by the Board at the direction of the Members having two-thirds of the total votes.

Section 8. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, except such acts as by law, by the Declaration or by these Bylaws may not be delegated to the Board of Directors. Such powers and duties shall include, but shall not be limited to, the following:

- (a) Regulate the operation, maintenance, repair, replacement and modification of the Common Areas;
- (b) Determine the common expenses required for the affairs of the Condominium, fix the amount of the annual assessment against each Unit at least thirty (30) days prior to the annual meeting, and determine any special assessments required to meet common expenses;
- (c) Prepare a proposed annual budget accounting for projected revenues, expenditures and reserves to be presented to the Members at the annual meeting;
- (d) Collect assessments for common expenses from the Unit Owners, including the institution of a civil action, filing a lien and foreclosure of the lien;
- (e) Employ and terminate accountants, attorneys, engineers, contractors necessary for the maintenance and operation of the Common Areas, and other personnel necessary to carry out the affairs of the Association;
- (f) Open bank accounts on behalf of the Association and designate the signatories required therefor;
- (g) Enter into contracts, incur liabilities, grant easements and licenses, and execute documents on behalf of the Association;
- (h) Obtain public liability and casualty insurance for the Common Areas and the buildings in the Condominium, in compliance with Paragraph 13 of the Declaration;
- (i) Obtain liability insurance for officers, directors and agents of the Association;

(j) Keep a complete record of the minutes of the meetings of the Board of Directors and the Membership;

(k) Maintain and repair any Unit if such maintenance or repair is required or authorized by the Declaration or is necessary in the discretion of the Board to protect other Units or the Common Areas, or if the Owner of such Unit has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered or mailed by the Board to said Owner; provided that the Board shall levy a special assessment against such Unit Owner for the costs of said maintenance or repair;

(l) Enter into any unit when necessary in connection with any maintenance or construction for which the Board is responsible; provided, such entry shall be made during reasonable hours with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Board and such expense shall be treated as a common expense;

(m) Make repairs, additions and improvements to or alterations or restorations of the Condominium in accordance with other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty or as a result of a condemnation or eminent domain proceeding;

(n) Furnish certificates setting forth the amounts of unpaid assessments that have been levied upon a Unit to the Owner, a lender, or a closing attorney, and collecting reasonable charges therefore;

(o) After notice and an opportunity to be heard, levy reasonable fines not to exceed the maximum amount permitted by law per violation (on a daily basis for continuing violations) of the Declaration, Bylaws and Rules and Regulations of the Association pursuant to Section 47C-3-107.1 of the Condominium Act;

(p) Purchase units at foreclosure or other judicial sales in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of the Association;

(q) Sell or convey any real or personal property owned by the Association;

(r) Adopt and enforce such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, and beautification of the Common Areas, including architectural and landscaping guidelines;

(s) Prepare and enforce conduct rules for the use, health, comfort, safety and general welfare of owners and occupants of the Condominium; provided that such conduct rules are approved by a majority of the Members;

(t) Engage the services of any person, firm or corporation to act as managing agent at the compensation established by the Board, to perform such duties and services as the Board shall authorize; provided that (A) the Board may not authorize the managing agent to perform the powers and duties set forth in Subsections (b), (f), (g), (p), (q), (r), (s), (t), (u) and (w) of this Section 8, and (B) the contract with the managing agent shall be for a term not to exceed three (3) years and must be terminable by the Association in its discretion with no more than ninety (90) days' notice;

(u) Prepare, execute, certify and record amendments to the Declaration and prepare and execute amendments to the Bylaws, which require approval by the membership of the Association;

(v) Exercise such powers that are determined to be necessary to manage an emergency situation on behalf of the Association, including, but not limited to, authority to adopt and amend bylaws in accordance with Sections 55A-2-07 and 55A-3-03 of the Nonprofit Corporation Act; and

(w) Exercise any other powers necessary and proper for the governance and operation of the Association.

Section 9. Liability and Indemnification of the Board. The members of the Board of Directors shall not be liable to the Members for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. To the extent permitted by the provisions of the Nonprofit Corporation Act in effect at the applicable times, each director is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his or her activities as an officer. 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 Unit Owners. It is also intended that the liability of any Unit Owner arising out of any contract 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 proportion of the total liability thereunder as his or her interest in the common areas and facilities bears to the interests of all the Unit Owners in the Common Areas.

ARTICLE IV MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Meetings of the Board shall be held regularly at such time and place as determined by the Board of Directors from time to time. The Board of Directors shall provide Members with an opportunity to attend a portion of a meeting to bring issues or concerns to the Board's attention and the Board may place reasonable restrictions on the number of persons who speak on each side of an issue and may place reasonable time restrictions on persons who speak.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the President or at the request of any two directors. Notice of a special meeting must specify the purpose of the meeting. Such meetings may be held at any place within the City of Raleigh, North Carolina.

Section 3. Notice of Meetings. Regular meetings of the Board of Directors may be held without notice. The person or persons calling a special meeting of directors shall, at least two days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called. Notwithstanding the above requirements, in the event an emergency exists, the President may dispense with the need to give two (2) days' notice and instead may call an emergency meeting by providing reasonable notice under the circumstances to those directors who are practicable to reach in accordance with Sections 55A-2-07 and 55A-3-03 of the Nonprofit Corporation Act.

Section 4. Waiver of Notice. Any member of the Board of Directors may, at any time waive notice of any meeting of the Board of Directors in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him or her of the time and place thereof. If all the members of the

Board of Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 5. Quorum and Manner of Acting. 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. 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.

Section 6. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, or the President may delegate the responsibility to the Vice President or another Board member. The Secretary, or a director designated by the Secretary, shall keep a minute book recording all transactions and proceedings occurring at the meetings and all resolutions adopted by the Board. Meetings may be conducted by any means of communication that permits any or all directors participating to hear each other simultaneously during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 7. Informal Action of Directors. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken if a majority of the directors shall consent in writing or by email to such action. Such consent shall be recorded with the minutes of the proceedings of the Board.

Section 8. Fidelity Bonds. The Board of Directors may require all officers of the Association or contractors handling or responsible for Association funds to be covered by an adequate fidelity bond. The premiums on such bonds shall constitute a common expense.

ARTICLE V

OFFICERS

Section 1. Enumeration of Officers. The officers of the Association shall consist of a President, Vice President, Secretary and Treasurer, all of whom shall be elected from the Board of

Directors. The Board may elect an Assistant Secretary, an Assistant Treasurer and other officers as it may deem necessary. The subordinate officers shall not be required to be members of the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Secretary.

Section 2. Election and Term. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following the annual meeting or substitute annual meeting of the Members. Each officer shall hold office for a period of one year or until his or her death, resignation, retirement, removal, disqualification, or his or her successor is elected and qualified.

Section 3. Vacancy. A vacancy in any office may be filled by the election by the Board of a successor to such office. Such election may be held at any meeting of the Board. The officer elected to such vacancy shall serve for the remaining term of the officer he or she replaces.

Section 4. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board with or without cause.

Section 5. Compensation. No officer shall receive any compensation from the Association for acting as such.

Section 6. President. The President of the Board 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 Association. The President shall preside at all meetings of the Board and of the Members unless the President delegates the responsibility to the Vice President or another Board member. The President shall sign all contracts, deeds, leases, easements and other written instruments on behalf of the Association. The President shall perform all duties as may be prescribed from time to time by the Board and shall have all powers and duties incident to the office of President of a corporation under the Nonprofit Corporation Act.

Section 7. Vice-President. The Vice-President shall act in the absence or disability of the President and shall have the powers and perform the duties provided for the President when so acting. In addition, the Vice-President shall perform such other duties and have such other powers as shall be prescribed by the President or the Board of Directors.

Section 8. Secretary. The Secretary shall keep accurate records of the acts and proceedings of all meetings of Members and the directors. The Secretary shall give, or cause to be given, all notices required by law and by these Bylaws. The Secretary shall have general charge of the minute books and records of both the Unit Owners and the Board. The Secretary shall keep current records of the Members together with their addresses and contact information. The Secretary shall sign such instruments as may require his or her signature, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may be assigned to him or her by the President or the Board of Directors.

Section 9. Treasurer. The Treasurer shall have custody of all Association's funds and securities and shall receive, deposit or disburse the same under the direction of the Board of Directors. All monies of the Association shall be deposited in depositories designated by the Board of Directors. The Treasurer shall keep full and accurate financial records and books of account showing all receipts and disbursements. The Treasurer shall cause a true statement of the Association's assets and liabilities as of the close of each fiscal year, and of the results of its operations and of changes in surplus for such fiscal year, all in reasonable detail, to be prepared and distributed to all Members on or before March 15 for each preceding calendar year. The statement so filed shall be kept available for inspection by any Member for period of three (3) years. The Treasurer shall prepare an annual budget for the Board of Directors to present to the membership at the annual meeting of the Members. The Treasurer shall also prepare and file all reports and returns required by Federal, State or local law and shall generally perform all other duties as may be assigned to him or her by the President or the Board of Directors.

Section 10. Assistant Secretary and Assistant Treasurer. The Assistant Secretary and Assistant Treasurer, if any, shall, in the absence or disability of the Secretary and the 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 the Treasurer, respectively, or by the President or the Board of Directors.

ARTICLE VI OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Annual Assessments. The Board of Directors shall prepare a budget for the Association at least annually, determine the amount of the annual assessments payable by the Unit Owners to meet the common expenses of the Condominium, and allocate and assess such annual assessments among the Unit Owners according to their respective common interests as set forth in the Declaration. The common expenses shall include, among other things, (i) the amounts that the Board of Directors deems necessary for the operation and maintenance of the Condominium, including working capital, a general operating reserve, a reserve fund for capital improvements and funds required to make up deficits in common expenses from prior years; (ii) the cost of premiums on all policies of insurance obtained by the Board of Directors; (iii) the cost of retaining professional services; and (iv) the cost of enforcing the Declaration, these Bylaws and rules and regulations of the Association. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of the Association, of any Unit whose Owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale. The Board of Directors shall advise all Unit Owners, promptly in writing, of the amount of annual assessments payable by each of them, respectively, the monthly installments, and the commencement date for payments. The annual assessments shall be based on the annual budget provided to the Unit Owners at the annual meeting of the Members.

Section 2. Special Assessments. The Board of Directors may levy a special assessment during any calendar year for the purpose of defraying the cost of any capital improvements, repairs and major maintenance expenses; for significant landscaping improvements; for reserves for future capital expenses; and for unforeseeable expenses and emergencies. Special assessments shall be allocated among the Unit Owners according to their respective common interests as set forth in the Declaration.

Section 3. Payment of Assessments. All Unit Owners shall be obligated to pay the annual assessments assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article VI in monthly or quarterly installments as the Board shall determine. All Unit Owners shall be obligated to pay the special assessments assessed by the Board of Directors pursuant to the provisions of Section 2 of this Article VI at such time or times as the Board shall determine. No Unit Owner shall be liable for the payment of any part of the assessments assessed against his or her Unit subsequent to a sale, transfer or other conveyance by him or her of such Unit. A purchaser of a unit shall be jointly and severally liable with the seller for the payment of assessments assessed against such unit prior to the acquisition by purchaser of such Unit without prejudice to the purchaser's right to recover from the seller the amounts paid by the purchaser therefor. Such unpaid assessments shall be deemed to be common charges collectible from all of the Unit Owners including such purchaser, and/or his or her successors and assigns. Notwithstanding the foregoing, a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for assessments assessed prior to the foreclosure sale.

Section 4. Collection of Assessments. If a Unit Owner fails to pay any installment on an annual assessment or a special assessment within 30 days of the due date for payment thereof, it shall be in default. The Board of Directors shall take prompt action to collect any assessments due from any Unit Owner that are in default.

Section 5. Default in Payment of Assessments; Remedies. In the event of default by any Unit Owner in paying assessments to the Association, the Unit Owner shall be obligated to pay a late payment fee not to exceed \$20.00 and interest from the due date thereof at the rate of eight percent (8%) per annum on such delinquent assessments, together with all expenses, including reasonable attorneys' fees, incurred by the Board in any proceeding brought to collect such unpaid common charges. The Board shall have the right and duty to attempt to recover such delinquent assessments, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in any civil action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such unit in like manner as a deed of trust or mortgage on real property.

Section 6. Lien and Personal Obligation. All assessments for common expenses provided for in this Article, together with interest and expenses, including reasonable attorneys' fees, shall be a charge on and a continuing lien upon the Unit against which the assessment is made. The lien shall be prior to all other liens except (i) assessments, liens and charges for real estate taxes due and unpaid on the Unit; (ii) all sums unpaid on deeds of trust or mortgages encumbering the Unit; and (iii) liens and encumbrances duly recorded against the Unit prior to the filing of the lien in the office of the Clerk of Superior Court for Wake County, North Carolina. The lien for unpaid assessments shall not be affected by the sale or transfer of the Unit, except in the case of foreclosure of a deed of trust or mortgage, in which event the purchaser at foreclosure shall not be liable for any assessments against such Unit that became due prior to the date of acquisition of title by such purchaser. During a period of ownership, each Unit Owner shall be personally liable for any assessment levied against his or her Unit. No Unit Owner may exempt him or herself from such liability by non-use of the Unit or the Common Areas.

Section 7. Foreclosure of Liens for Unpaid Assessments. In any action brought by the Board to foreclose on a Unit because of unpaid assessments, the Unit Owner shall be required to pay a reasonable rental for the use of his or her Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board, acting on behalf of the Association, shall have the right to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to convey or otherwise deal with, the same subject, however, to applicable restrictions of record. A suit to recover a money judgment for unpaid assessments shall be maintainable without waiving the lien securing the same.

Section 8. Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Members or the Board or the breach of the Declaration or the Bylaws shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (a) to enter the Unit in which or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 9. Maintenance and Repair. Except as specifically provided in Paragraph 15 of the Declaration, maintenance and repairs of Units and Common Areas shall be divided between the Association and Units Owners as follows:

(a) All maintenance and repairs to any Unit and the Limited Common Areas appurtenant thereto (as defined in the Declaration), structural or non-structural, ordinary or extraordinary shall be made by the Unit Owner; provided that the Association shall be responsible for maintenance and repairs of Common Areas contained within Units that are not necessitated by the negligence, misuse or neglect of the Unit Owner. Additionally, each Unit Owner shall be responsible for all damages to any and all other Units and/or to the Common Areas that he or she causes through negligence, misuse or neglect.

(b) All maintenance, repairs and replacements to the Common Areas, whether located inside or outside of the Units, shall be made by the Association and charged to all of the Unit Owners as a common expense; except that the Association shall charge a Unit Owner for any such expense necessitated by the negligence, misuse or neglect of such Unit Owner, including expenses incurred in accordance with Section 12 of this Article VI.

Section 10. Utility Equipment. Each Unit Owner shall own and be responsible for the repair, maintenance, and upkeep of all equipment (such as heating and air conditioning equipment and hot water heaters) which serves exclusively his or her Unit.

Section 11. Additions, Alterations or Improvements by Unit Owners. No Unit Owner may expand the boundaries of his or her Unit as defined in the Declaration without first obtaining an amendment to the Declaration. A Unit Owner must obtain prior written consent of the Board of Directors for (i) any addition, alteration or improvement that affects the structural integrity of walls, ceilings or floors inside his or her Unit or the building in which it is located; or (ii) any modification to the exterior of his or her Unit, the Limited Common Areas serving his or her Unit, the Common Areas, or the utility equipment serving his or her Unit. The Board shall provide Architectural Design Guidelines, including an application, to the Members. A Unit Owner wishing to make an addition, alteration, improvement or modification hereunder shall complete an application and submit it to the Architectural Committee. Consideration of the application shall be in accordance with the Architectural Design Guidelines.

Section 12. Right of Access. A Unit Owner shall grant a right of access to his or her Unit to any person authorized by the Board of Directors or the managing agent, if any, for the purpose of (i)

making inspections; (ii) correcting any condition originating in his or her Unit and threatening another Unit, the Limited Common Areas or the Common Areas; (iii) performing installations, alterations or repairs to the mechanical or electrical services or Common Areas in his or her Unit or elsewhere in the building; (iv) or correcting any condition which violates the provisions of any mortgage covering another Unit. Requests for entry shall be made in advance, and entry must be at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 13. Use of Units and Common Areas. The use of the property of the Condominium shall be in accordance with the following provisions:

(a) Each of the units shall be occupied only as a residence and for no other purpose. No unit may be divided into smaller units or any partition thereof sold or otherwise transferred without first amending the Declaration to show the changes in the Units to be affected thereby.

(b) The Common Areas and Limited Common Areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units.

(c) No use or practice shall be permitted on the property which is the source of annoyance to Unit Owners or which interferes with the peaceful possession and proper use of the property by the Unit Owners. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. It shall be the responsibility of each Unit Owner and the Board of Directors to prevent the development of conditions which render the property or the buildings unclean, unsightly or unkept or which substantially decrease the beauty of the area as a whole. No Unit Owner shall permit any use of his or her Unit, the Limited Common Areas or the Common Areas which will increase the rate of insurance upon the Condominium. No immoral, improper, offensive, or unlawful use shall be made of the Condominium property or any part thereof. Garbage receptacles shall be located in accordance with reasonable standards established by the Board. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(d) Conduct Rules concerning the use of the Units, Limited Common Areas and the Common Areas may be drafted by the Board, and once approved by a majority of the Unit Owners, enforced in accordance with Section 47C-3-107.1 of the Condominium Act. Copies of such Conduct Rules shall be furnished by the Board to each Unit Owner.

Section 14. Entry by Declarant. In the event any Unit Owner permits any use of the premises or practice in violation of the provisions of Section 13 of this Article VI, and such Unit Owner fails to cure said violation within 30 days of the Board's request to do so, agents of the Board may enter upon the premises and cure said violation at the expense of such Unit Owner; provided, however, such expense shall not exceed \$100 per Unit Owner per violation.

Section 15. Committees. The Board of Directors shall appoint an Architectural Committee and a Landscaping Committee and may appoint such other committees as it deems appropriate for the management of the Condominium. The Board shall appoint the chair of each committee. There shall be at least one Board member on each committee. The Board shall determine the scope of authority of each committee and may remove any committee member in its discretion.

Section 16. Water and Electricity Charges. Electricity shall be supplied to each unit through separate meters and the cost of same shall be borne by the respective Unit Owners. Water shall be supplied to each Unit through one central meter, and the cost of same shall be paid by the Association as a common expense. All charges for water and electricity used in connection with the maintenance or use of the Common Areas shall be paid by the Association as a common expense.

ARTICLE VII RECORDS AND AUDITS

The Board of Directors or the managing agent shall keep detailed records of the actions of the Board and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of the Members, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of the common charges against such Unit, the date when due, the amount paid thereon, and the balance remaining unpaid. The financial records and books of account shall be available for examination by all the Unit Owners, their duly authorized agents or attorneys at convenient hours on working days. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board to all Unit Owners on or before the March 15 of each calendar year covering the preceding year

ARTICLE VIII

AMENDMENT OF BYLAWS

These Bylaws may be amended by the vote of at least 66 2/3% of the Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws. No such amendment shall be effective until set forth in an amended declaration and duly recorded in the Office of the Wake County Register of Deeds.

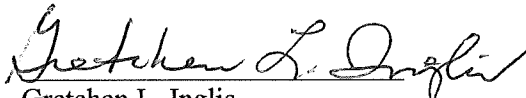
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Blenheim Place Condominium Association, Inc., a North Carolina nonprofit corporation; and

That the foregoing Amended and Restated Bylaws of said Association constitute the Bylaws of the Association, as duly adopted at a meeting of the Members of the Association held on the 12th day of April, 2021.

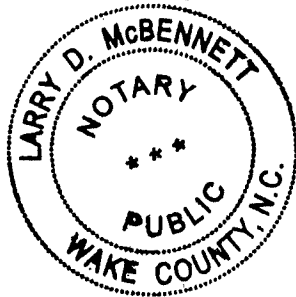
IN WITNESS WHEREOF, I have hereunto subscribed my name this 26th day of April, 2021.


Gretchen L. Inglis
Secretary

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I certify that the following person personally appeared before me this day acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Gretchen L. Inglis, Secretary

Date: 4/26/2021




Larry D. McBennett
Notary Public
My commission expires: 2/20/2024