BYLAWS OF
MCKENZIE MEADOWS HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

DEFINITIONS

The words, phrases and terms used in these Bylaws shall have the meanings as set forth in the **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MACKENZIE RIDGE** executed by Pulte Home Company, LLC as Declarant therein, and recorded in the Office of the Register of Deeds for Wake County, North Carolina (as modified, amended or supplemented, from time to time, the "Declaration"). McKenzie Meadows Homeowners Association, Inc. is the "Association" defined in the Declaration (as amended of record in Book 19142 at Page 1355 in the Wake County Register of Deeds office).

ARTICLE 2

ADMINISTRATION OF COMMUNITY

Section 2.1 Power and Authority: Except as otherwise specifically provided in the Declaration, the Association shall have the following power and authority:

A. To own, purchase, manage, maintain, repair, and replace the Common Area or any other part of the Properties for which the Association is responsible under the Declaration, as well as any or all of the equipment or property of any type used in connection with the maintenance and preservation thereof.

B. To make Assessments against the Owners of Lots in the Community for payment of expenses incurred in accordance with the provisions of the Declaration or as otherwise permitted by law.

C. To promulgate such rules and regulations with respect to the Community, and to perform such deeds and acts as are deemed necessary to achieve the aforesaid objectives, and to promote the recreation, health, safety, and welfare of the members of the Association ("Members"), all in accordance with the provisions of the Declaration.

D. To do or undertake any other lawful act or activity for which a non-profit corporation may be organized under the North Carolina Nonprofit Corporation Act and to exercise all powers which may be granted unto the Association by applicable law, including, without limitation, those powers set forth in N.C.G.S. § 47F-3-102.

Section 2.2 Official Action: Unless specifically required in the Declaration or otherwise by law, all actions taken or to be taken by the Association shall be valid when such are approved by the Board as hereinafter set forth or when taken by the officer, committee, person, or entity to whom such authority has been duly delegated by the Board as permitted in the Declaration or as otherwise allowed by law. The Association, its Board, officers, and Members shall at all times act in conformity with the North Carolina Nonprofit Corporation Act, the Declaration, and these Bylaws.

Section 2.3 Business by Electronic Means: The Association, the Board and the Members may transact business by electronic means, but only to the extent allowed under North Carolina law and to the extent authorized and approved by the Board from time to time.

ARTICLE 3

OFFICES – FISCAL YEAR

Section 3.1 Principal Office and Registered Office: The principal office of the Association shall be located at such place as the Board may fix from time to time. The registered office of the Association required by law to be maintained in the State of North Carolina may be, but need not be, identical with the principal office.

Section 3.2 Other Offices: The Association may have other offices at such other places within the State of North Carolina as the Board may from time to time determine or as the affairs of the Association may require.

Section 3.3 Fiscal Year: The fiscal year of the Association shall be fixed by the Board.

ARTICLE 4

MEMBERSHIP

Section 4.1 Qualification: Membership in the Association shall be limited to the Owners, and every Owner of a Lot shall automatically be a Member of the Association. "Membership" means all Members as a group. Membership in the Association shall be appurtenant to and may not be separated from Lot ownership. The date of recordation in the Office of the Register of Deeds for Wake County of the deed conveying any Lot shall govern the date of ownership of that Lot. However, in the case of death, the transfer of ownership shall occur on the date of death (in the case of intestacy), or on the date of probate of the will (in the case of testacy). Until a decedent's will is probated, the Association will rely upon the presumption that a deceased Owner died intestate. There shall be classes of Membership as provided in the Declaration.

Section 4.2 Place of Meetings: All meetings of the Membership shall be held at a place within Wake County, North Carolina, or at such other place, either within or without the State of North Carolina, as designated in the notice of the meeting. The Board of Directors may permit any or all Members to participate in a meeting by, or conduct the meeting through the use of, any means of communication by which all Members participating in person and/or remotely may simultaneously hear each other during the meeting. A Member participating in a meeting by this means is deemed to be present in person at the meeting. The Board may establish reasonable preconditions, rules and/or procedures regarding voting and remote participation, including, without limitation, requirements that Members register in advance or provide other information before participating remotely.

Section 4.3 Annual Meetings: A meeting of the Association shall be held at least once each year as required by N.C.G.S. § 47F-3-108. The first Annual Meeting of the Association shall be held within twelve (12) months after the incorporation of the Association, at a date and time

specified by the Board. Thereafter, the Annual Meeting of the Association shall be held at a date and time established by the Board in accordance with N.C.G.S. § 47F-3-108. At such meetings, the Board shall be elected in accordance with Article 5 of these Bylaws, and the Members shall transact such other business as may properly come before the meeting.

Section 4.4 Substitute Annual Meetings: If an Annual Meeting is not held on the day designated by these Bylaws, a Substitute Annual Meeting may be called in accordance with the provisions of Sections 4.5 and 4.6 below. A meeting so called shall be designated and treated for all purposes as the Annual Meeting.

Section 4.5 Special Meetings: After the first Annual Meeting of the Members, Special Meetings of the Members may be called at any time by the President of the Association, by Owners having ten percent (10%) of the votes of the Association, by a majority of the Board, or as permitted by N.C.G.S. § 47F-3-108. Business to be acted upon at all Special Meetings shall be confined to the subjects stated in the notice of any such meeting.

Section 4.6 Notices of Meetings: Written or printed notice stating the time and place of a Membership meeting, including Annual Meetings, and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, and any proposal to remove a director or officer, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of any such Membership meeting, by or at the direction of the President or the Secretary, by hand delivery or by mail to the mailing address of each Lot or to any other mailing address designated in writing by an Owner, or by email to any email address provided by an Owner to the Association. If remote participation will be allowed, the notice shall include instructions on how Members may connect remotely or the contact information for a person who Members can contact to obtain that information. Notice given to any one tenant in common, tenant by entirety or other joint Owner of a Lot shall be deemed notice to all Owners of the subject Lot. Notice of any Special Meeting shall specifically state the purpose or purposes for which the meeting is called. All notices must include a description of any matter that must be approved by the Members under N.C.G.S. Sections 55A-8-31, 55A-8-55, 55A-10-03, 55A-10-21, 55A-11-04, 55A-12-02, or 55A-14-02.

Section 4.7 Quorum: Except as otherwise expressly required in these Bylaws and subject to the provisions of N.C.G.S. § 47F-3-109(c), the presence in person or by proxy of Members entitled to cast ten percent (10%) of the votes which may be cast for election of the Board shall constitute a quorum at all meetings of the Members. If a quorum is not present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than the announcement at the meeting, until a quorum is present or is represented as provided in N.C.G.S. § 47F-3-109(c). The Members at any meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum in attendance.

Section 4.8 Voting Rights: The voting rights of Members in the Association shall be as set forth in the Declaration. If fee simple title to a Lot is owned of record by more than one person or entity, all such persons or entities shall be Members of the Association, but the vote with respect to any such jointly owned Lot shall be cast as hereinafter provided.

If the fee simple title to any Lot is owned of record by two or more persons or entities (whether individually or in a fiduciary capacity), the vote with respect to any such jointly owned Lot shall be cast as provided in N.C.G.S. § 47F-3-110(a). In no event shall the vote which may be cast with respect to any Lot be divided among joint Owners of the Lot or cast in any manner other than as a whole, it being the intention of this Section 4.8 that there be no "splitting" of votes that may be cast by any Member or Members.

Section 4.9 Proxies: Members may vote either in person or by agents duly authorized by written proxy executed by the subject Member or by his duly authorized attorney-in-fact. 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. In order to be effective, all proxies must be signed, dated, and filed with the Secretary or duly acting Secretary either during or prior to the meeting in question. A Member may not revoke a proxy given pursuant to this Section 4.9 except by (1) attending any meeting and voting in person, or (2) signing and delivering to the Secretary or other officer or agent authorized to tabulate proxy votes either a writing stating that the appointment of the proxy is revoked or a subsequent appointment form. The provisions of N.C.G.S. §47F-3-110(b) shall apply to the vote cast for any one Lot by the holders of proxies given by its Owners.

Section 4.10 Majority Vote: The casting of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall be binding for all purposes except where a different percentage vote is required by these Bylaws, the Declaration, the Articles of Incorporation of the Association, or by law.

Section 4.11 Actions by Written Ballot: Any action which may be taken at a meeting of the Membership may be taken without a meeting by written ballot as provided in N.C.G.S. § 55A-7-08.

ARTICLE 5

BOARD

Section 5.1 General Powers: The business and affairs of the Association shall be managed by the Board or by such committees as the Board may establish pursuant to Article 6 of these Bylaws; provided, however, the Board may not act on behalf of the Association to amend the Declaration, to terminate the planned community, to elect members of the Board, or to determine the qualifications, powers and duties, or terms of office of Board members. The Board may, however, fill vacancies in its membership for the unexpired portion of any term.

Section 5.2 Number, Term and Qualification: During the Declarant Control Period, the Board shall consist of three (3) members , all of whom shall be appointed by the Declarant (except as expressly provided to the contrary herein) and who need not be Members. Notwithstanding the foregoing, the initial directors of the Association may be, but need not be, designated in the Articles of Incorporation. During the Declarant Control Period, the Declarant may, in Declarant's discretion, permit or instruct the Board to call a Special Meeting at which the Owners may be permitted to select persons to be appointed to the Board by the Declarant. Should Declarant allow the Owners to select some or all of the members appointed to the Board prior to the termination of the Declarant Control Period, the Declarant shall retain the right to remove all or any of the

directors (including any directors selected by the Owners) and officers at any time and for any reason and to fill any resulting vacancies with persons selected by the Declarant.

Furthermore, and notwithstanding anything else to the contrary, Declarant shall be authorized, but not obligated, in Declarant's sole discretion to voluntarily relinquish Declarant's right to appoint and remove directors and officers during the Declarant Control Period, without relinquishing any of Declarant's other rights under the Association Documents and without terminating the Declarant Control Period. Any such voluntary relinquishment of Declarant's right to appoint and remove directors and officers of the Association shall not be effective unless and until it is made in writing by the Declarant and recorded in the County public registry. Nothing herein shall be construed to impair or abridge any of the rights or powers granted to or reserved for the Declarant in the Association Documents.

Subject to the appointment and removal rights of the Declarant provided for herein during the Declarant Control Period, the directors shall be elected by the Members at annual meetings of the Membership. After the expiration of the Declarant Control Period (or after Declarant's voluntary relinquishment of its right to appoint and remove directors and officers as provided above), the Declarant-appointed members of the Board shall resign their seats and the Members shall elect three (3) Board members to succeed them, each to serve until the next Annual Meeting (or until a successor is elected and qualified) and each of whom must be a Member. Thereafter, the Board shall consist of not less than three (3) Members nor more than seven (7) Members as may be fixed or changed from time to time, within the minimum and maximum by the Board. Elections of Board members shall be conducted so as to create staggered terms with two (2) classes of approximately equal size. Except as required to provide or maintain staggered terms as provided herein, each member shall serve a two (2) year term (or until a successor is elected and qualified). Board members may succeed themselves in office.

Section 5.3 Election of Board Members: Subject to the right of the Declarant to appoint Directors as provided in Section 5.2, the election of all Board members shall be by ballot. Persons receiving the highest number of votes (see Section 4.8) shall be elected. Cumulative voting is not permitted.

Section 5.4 Removal: During the Declarant Control Period, the Declarant may remove any Board member at any time and for any reason. After the Declarant Control Period, any Board member may be removed from the Board, with or without cause, by a vote of a majority of the votes entitled to be cast by Members present and entitled to vote at any meeting of the Membership at which a quorum is present; provided, however, that the notice of the meeting must state that the purpose or one of the purposes of the meeting is to remove the Board member. Board members appointed by the Declarant may only be removed by the Declarant. If any Board members are so removed, their successors as Board members may be appointed by the Declarant or elected by the Membership at the same meeting to fill the unexpired terms of any Board member removed.

Section 5.5 Vacancies: During the Declarant Control Period, the Declarant shall have the right to fill all vacancies occurring in the Board. After the Declarant Control Period, any vacancy occurring in the Board may be filled by a majority vote of the remaining Board members, though less than a quorum, or by the sole remaining Board member; provided, however, that any vacancy created by an increase in the authorized number of Board members shall be filled only by election at an Annual or Substitute Annual Meeting or at a Special Meeting of Members called for that

purpose. The Members may elect a Board member at any time to fill any vacancy not filled by the Board members. As provided in Section 5.4, the Declarant or the Membership shall have the first right to fill any vacancy created by the Declarant or the Membership's removal of a Board member by electing a replacement at the meeting where the removal occurs.

Section 5.6 Chairman: The President shall serve as the Chairman of the Board unless and until the Board elects another member of the Board to serve as Chairman. The Chairman shall preside at all meetings of the Board and perform such other duties as may be directed by the Board. The Chairman may be removed and replaced by a majority vote of the Board at any time.

Section 5.7 Compensation: No Member of the Board shall receive any compensation from the Association for acting as such; provided, however, each Board member shall be reimbursed for reasonable out-of-pocket expenses incurred and paid by him or her on behalf of the Association and approved by the Board, and nothing herein shall prohibit the Board from reasonably compensating a Board member for unusual and extraordinary services which are beyond services usually and customarily provided by Board members. Further, each Board member, by assuming office, waives the right to institute suit against or make any claim upon the Association for compensation based upon his or her service as a Board member.

Section 5.8 Loans to Board Members or Officers Prohibited: No loans shall be made by the Association to its Board members or officers. Board members who vote for or assent to the making of a loan to a Board member or officer of the Association, and any officer or officers participating in the making of such loan, shall be jointly and severally liable to the Association for the amount of such loan until the repayment thereof.

Section 5.9 Indemnification and Liability of Board Members: To the extent permitted by the provisions of the North Carolina Nonprofit Corporation Act in effect at the applicable time, each Board member is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as a Board member. Such indemnity shall be subject to approval by the Members only when such approval is required by said Act. In addition, and to the fullest extent permitted by law, no director shall have any personal liability for monetary damages arising out of any action, whether by or in the right of the corporation or otherwise, for breach of any duty as a director.

Section 5.10 Meetings of the Board:

A. Regular Meetings: Regular Meetings may be held, without notice, at such dates, times and locations as may be fixed from time to time by the Board by consent as provided in Section 5.11 or by majority vote as provided in subsection E below.

B. Special Meetings: Special Meetings shall be held when called by the Chairman of the Board, the President of the Association, or by a majority of the Board members upon written notice sent to each Board member by any usual means of communication, not less than five (5) days before the meeting.

C. Waiver of Notice: The notice provided for herein may be waived in a written instrument signed by those Board members who do not receive said notice. Attendance by a Board member at a meeting shall constitute a waiver of notice of such meeting unless the subject Board member at the beginning of the meeting (or promptly upon his or her arrival) objects to holding the

meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

D. Meeting Place: The Board may hold Regular or Special Meetings either inside or outside the State of North Carolina. The Board is expressly authorized to conduct meetings and to allow Board members to participate in meetings as provided in N.C.G.S. § 55A-8-20(b).

E. Quorum: A majority of the Board members then holding office shall constitute a quorum for the transaction of business, and every act or decision done or made by a majority of the Board members present at a duly held meeting at which a quorum is present shall be regarded as the act or decision of the Board.

Section 5.11 Action Without Meeting: The Board members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Board members as permitted by N.C.G.S. § 55A-8-21. Consent and approval may be obtained by email or other electronic means as authorized under Section 2.3 above. Any action so approved shall have the same effect as though taken at a meeting of the Board. Said written approval shall be filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5.12 Presumption of Assent: A Board member who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless his contrary vote is recorded or his dissent is otherwise entered in the minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Board member who voted in favor of such action.

Section 5.13 Powers of the Board: The Board shall have the authority to exercise all powers of the Association necessary for the administration of the affairs of the Community, except such powers and duties as by law or by the Declaration may not be delegated by the Members to the Board. The powers that may be exercised by the Board shall include, but shall not be limited to, the following:

A. Operation, care, upkeep, and maintenance of the Common Area, to the extent such operation, care, upkeep, and maintenance is not the obligation of the Owners;

B. Determination of the funds required for operation, administration, maintenance and other affairs of the Community and collection of the Assessments from the Owners, as provided in the Declaration;

C. Employment and dismissal of personnel (including without limitation the Independent Manager) necessary for the efficient operation, maintenance, repair, and replacement of the Common Area;

D. Adoption of rules and regulations covering the details of the operation, maintenance, repair, replacement, use and modification of the Common Area and the Lots;

E. Opening of bank accounts on behalf of the Association and designating the signatories required therefor;

F. Obtaining insurance as required or permitted under the terms of the applicable provisions of the Declaration;

G. Keeping detailed, accurate financial records for the Association as required by Chapters 47F and 55A of the North Carolina General Statutes. All books and records shall be kept in accordance with good and accepted accounting practices;

H. Keeping a complete record of the minutes of all meetings of the Board and Membership, in which minute book shall be inserted actions taken by the Board and/or Members by written ballot or by written consent without a meeting;

I. Supervising all officers, agents and employees of the Association and ensuring that their duties are properly performed;

J. Enforcing, on behalf of the Association, the obligations and Assessments provided in the Declaration, including, but not limited to, the institution of civil actions to enforce payment of the Assessments as provided in the Declaration, the institution of actions to foreclose liens for such Assessments in accordance with the terms of the Declaration and the procedures set forth in N.C.G.S. § 47F-3-116, the imposition of charges for late payment of Assessments, and, after notice and an opportunity to be heard, levying reasonable fines for violations of the Declaration, Bylaws and rules and regulations of the Association;

K. Making repairs, additions, improvements, and alterations to or restoration of the Properties in accordance with the other provisions of these Bylaws and the Declaration, after damage or destruction by fire or other casualty, or as a result of a condemnation or eminent domain proceeding;

L. Enforcing, by any legal means or proceeding, the provisions of the Articles of Incorporation of the Association, these Bylaws, the Declaration or the rules and regulations hereinafter promulgated governing the Properties, including use of the Common Area; provided, however, neither the Board nor the Association shall have the power to institute, pursue, join, intervene in, settle or compromise litigation, arbitration or other proceedings: (i) in the name of or on behalf of any Owner (whether one or more), or (ii) pertaining to a claim relating to the design, construction or repair of a Lot or any improvements on a Lot. This provision may not be amended to remove or modify this right of action limitation and restriction with respect to the Declarant or any Declarant Affiliate (as defined in the Declaration) without the expressed written consent of the Declarant;

M. Paying all taxes and assessments which are or may become liens against any part of the Common Area, and to assess the same against the Owners;

N. Hiring attorneys and other professionals;

O. Maintaining and repairing any Lot or Improvement, if such maintenance or repair is required by the Declaration or is necessary in the discretion of the Board to protect the Common Area or any other Lot or Improvement, or if the Owner of such Lot 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. Allocation of costs incurred shall be as provided in N.C.G.S. § 47F-3-107 and §47F-3-115;

P. Entering any Improvement when necessary in connection with any maintenance, repairs, or construction for which the Board is responsible; provided, however, that such entry shall

be made during reasonable hours and with notice to the Owner whenever practicable. Any damage caused thereby shall be repaired by the Board and such expenses shall be treated as a common expense of the Association;

Q. Signing all agreements, contracts, deeds, and vouchers for payment of expenditures 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 either the President, any Vice President, the Treasurer, or the Assistant Treasurer of the Association;

R. Furnishing certificates setting forth the amounts of unpaid Assessments that have been levied upon a Lot to the Owner or mortgagee of such Lot, or a proposed purchaser or mortgagee of such Lot, and imposing and collecting reasonable charges therefor; and

S. Exercising any other powers allowed or provided for in the Declaration, the Articles of Incorporation, and these Bylaws or otherwise by law, including, without limitation, Chapter 47F of the North Carolina General Statutes.

Section 5.14 Independent Manager: The Board may employ or enter into a management contract with any individual, firm or entity it deems appropriate and in the best interest of the Association. The Board may delegate to such person, firm, or entity (referred to in these Bylaws as "Independent Manager") any duties of the Board and/or the officers of the Association or any responsibilities for the management of the Properties as the Board deems appropriate. Provided, however, that the Board may not delegate to the Independent Manager responsibilities and duties which may not be delegated under North Carolina law. The Independent Manager's contract shall be for a term not to exceed three (3) years and shall be terminable as provided in the Declaration. The Board shall have the authority to fix reasonable compensation for the Independent Manager. The Independent Manager shall at all times be answerable to the Board and subject to its direction. Should the Association enter into a management agreement for the Properties as permitted herein, the Independent Manager shall obtain and at all times maintain fidelity insurance in an amount not less than the amount the Association is required to obtain and maintain under the Declaration.

ARTICLE 6

COMMITTEES

Section 6.1 Committees of the Board: The Board may create such committees as it deems necessary and appropriate to aid the Board in carrying out its duties and responsibilities with respect to the management of the Community as permitted under N.C.G.S. § 55A-8-25. Any vacancy occurring on a committee shall be filled at a regular or special meeting of the Board by a majority of the number of Board members then holding office. Any member of a committee may be removed at any time, with or without cause, by a majority of the number of Board members then holding office. Each committee shall keep regular minutes of its proceedings and report the same to the Board when required. The designation of committees and the delegation of authority thereto shall not operate to relieve the Board or any member thereof of any responsibility or liability imposed upon it or him by law.

Section 6.2 Advisory Committees: In addition to committees of the Board, the Board may, in its sole discretion, appoint committees consisting of other members and/or non-members of the Board from time to time to perform such tasks as the Board deems necessary or desirable. **Any such committees shall be advisory only and shall not have the power to exercise any authority of the Board**. Each such committee shall report to the Board on its work when and as requested by the Board. The Board shall have the power to fill any vacancy occurring on a committee and may remove any member of a committee at any time, with or without cause. These committees may be terminated and disbanded by the Board at any time, with or without cause. While these committees may provide information and make recommendations to the Board, neither the committee nor any of its members shall have the authority to speak on behalf of the Association or the Board, and the Board shall remain fully and solely responsible for the discharge of all of its duties and responsibilities in the Declaration, these Bylaws or North Carolina law.

ARTICLE 7

OFFICERS

Section 7.1 Enumeration of Officers: The officers of the Association shall consist of a President, a Secretary, a Treasurer and one or more Vice Presidents (including, without limitation, a Vice President of Development designated by the Declarant as provided in this Article), and such other officers as the Declarant during the Declarant Control Period or the Board thereafter may from time to time appoint. Notwithstanding the foregoing, the initial officers of the Association may be, but need not be, designated in the Articles of Incorporation. Except for the President, no officer need be a member of the Board.

Section 7.2 Appointment and Term: During the Declarant Control Period, the officers shall be appointed and may be removed by the Declarant at any time. After the termination of the Declarant Control Period, the officers of the Association shall be elected annually by the Board at the first meeting of the Board following the Annual or Substitute Annual Meeting of the Members and shall serve one (1) year terms of office. Each officer shall hold office until his death, resignation, or removal or until his successor is appointed.

At the request of the Declarant made at any time during the Declarant Control Period or within three (3) years following the termination of the Declarant Control Period, the Board of Directors shall elect or appoint any person designated by the Declarant to serve as the Vice President of Development of the Association and to perform the functions and duties of that office as described in Section 7.7. The Vice President of Development shall not be subject to any term time limits or to removal under Section 7.3. The Vice President of Development may be removed from office only if his or her removal is requested by the Declarant. The Board of Directors shall promptly remove and elect or appoint successors to serve in the office of Vice President of Development as and when requested by the Declarant from time to time.

Section 7.3 Removal: Any officer may be removed by the Declarant (if appointed by the Declarant) or the Board (if elected by the Board) whenever the Declarant or Board, in its sole discretion, determines that the best interest of the Association will be served thereby.

Section 7.4 Vacancy: A vacancy in any office may be filled by the Declarant or the Board, depending on which has the power to appoint or elect the officers at the time. The officer appointed to fill a vacancy shall serve for the remaining term of the officer he or she is appointed to replace.

Section 7.5 Multiple Offices: The person holding the office of President shall not, at the same time, also hold the office of Secretary or Treasurer. Any other offices may simultaneously be held by one person. Any officer may also be a member of the Board.

Section 7.6 President: The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members. The President shall also preside at all meetings of the Board unless and until the Board elects another member of the Board to serve as Chairman. In addition, the President shall: (i) see that the orders and resolutions of the Board are carried out; (ii) sign all written agreements or instruments on behalf of the Association, and co- sign all promissory notes of the Association, if any, with the Treasurer; and (iii) have all of the general powers and duties which are incident to the office of President of a corporation organized under the North Carolina Nonprofit Corporation Act in connection with the supervision, control and management of the Association in accordance with the Declaration.

Section 7.7 Vice Presidents: The Vice Presidents shall, in the absence or disability of the President and in the order of their appointment, unless otherwise determined by the Board, perform the duties, and exercise the powers of that office. In addition, they shall perform such other duties and have such other powers as the Board shall prescribe.

When appointed as provided and required in Section 7.2, the Vice President of Development shall have the power and authority, without further approval by or from the Board of Directors or any other officer, to exercise all rights and privileges of the Declarant under the terms of the Declaration, including, but not limited to, the right to execute in the name of and on behalf of the Association all documents, agreements, applications and papers necessary to complete the development or to exercise the rights of the Declarant as reserved or provided in the Declaration, the right to receive, review and have copies of all Association books, records and papers, the right to execute any forms, papers, applications or agreements requested from the Association by any federal, state or local governmental office, entity or official and the right to communicate directly with and request information from the Association's property manager.

Section 7.8 Secretary: The Secretary shall: (i) keep the minutes of all meetings of the Members and of the Board; (ii) have charge of such books and papers as the Board may direct; and (iii) in general, perform all duties incident to the Office of Secretary of a corporation organized under the North Carolina Nonprofit Corporation Act.

Section 7.9 Treasurer: The Treasurer shall have the responsibility for the Association's funds and securities and shall: (i) be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements; (ii) be responsible for the preparation of all required financial statements; (iii) co-sign promissory notes of the Association, if any; (iv) prepare a proposed annual budget (to be approved by the Board) and any other reports to be furnished to the Members as required in the Declaration; and (v) perform all duties incident to the office of Treasurer of a corporation organized under the North Carolina Nonprofit Corporation Act.

Section 7.10 Compensation: Officers shall not be compensated for usual and ordinary services rendered to the Association incident to the offices they hold. The Board may, however, reasonably compensate any officer or officers who render unusual and extraordinary services to the Association beyond those usually and customarily expected of persons serving as officers. Each officer, by assuming office, waives his right to institute suit against or make claim upon the

Association for compensation based upon services usually or customarily rendered by persons occupying the office he holds.

Section 7.11 Indemnification and Liability of Officers: To the extent permitted by the provisions of the North Carolina Nonprofit Corporation Act in effect at the applicable times, each officer is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as an officer. Such indemnity shall be subject to approval by the Members only when such approval is required by said Act. In addition, and to the fullest extent permitted by law, no officer shall have any personal liability for monetary damages arising out of any action, whether by or in the right of the corporation or otherwise, for breach of any duty as an officer.

Section 7.12 Amendment Authority: Certification of amendments to the Declaration may be prepared, executed, certified, and recorded by the President, the Secretary, the Treasurer, or any Vice President of the Association.

ARTICLE 8

AMENDMENTS

Section 8.1 Amendments by Board during Declarant Control Period. Subject to the last sentence of Section 8.3 and during the Declarant Control Period, these Bylaws may be amended by the Board as provided in N.C.G.S. § 55A-10-20, and the Members shall not be entitled to any vote thereon.

Section 8.2 Amendments by Members after Expiration of Declarant Control Period. After the expiration of the Declarant Control Period, these Bylaws may be amended with the approval of the Board and the Members as provided in N.C.G.S. § 55A-10-21. In addition, any amendment must be approved in writing by the Declarant for so long as the Declarant owns any portion of the Properties. Further, the provisions of Article 7 providing for the election/appointment of a Vice President of Development may not be eliminated, changed, or amended without the consent of the Declarant.

Section 8.3 Binding Effect of Amendment. All persons or entities who own or hereafter acquire any interest in the Properties shall be bound by any amendment to these Bylaws which is duly adopted as provided herein. **No amendment to these Bylaws shall be adopted or passed which shall impair or prejudice the rights powers of the Declarant, without the written consent of Declarant.**

ARTICLE 9

MISCELLANEOUS

Section 9.1 Severability: Invalidation of any covenant, condition, restriction or other provision of the Declaration or these Bylaws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

Section 9.2 Successors Bound: The rights, privileges, duties, and responsibilities set forth in the Declaration, as amended from time to time, shall run with the ownership of the Properties and shall be binding upon all persons who own or hereafter acquire any interest in the Properties.

Section 9.3 Gender, Singular, Plural: Whenever the context so permits, the use of the singular or plural shall be interchangeable in meaning and the use of any gender shall be deemed to include all genders.

Section 9.4 Nonprofit Corporation: No part of the Association's assets or net income shall inure to the benefit of any of the Members, the officers of the Association, or the members of the Board, or to any other private individual, either during its existence or upon dissolution, except as reasonable compensation paid or distributions made in carrying out its declared nonprofit purposes as set forth in the Declaration, the Articles of Incorporation of the Association, and these Bylaws.

Section 9.5 Books and Records: The books and records of the Association shall be kept as required by N.C.G.S. § 47F-3-118(a) and shall be made available for inspection as provided in Article 16 of Chapter 55A of the North Carolina General Statutes.

IN WITNESS WHEREOF, these Bylaws are adopted by the undersigned members of the Board as provided in N.C.G.S. § 55A-2-06(a) this the 13 day of May, 2025.

Chris Raughley, Director

Kaitlyn Ehlers, Director

Melisa Smetana, Director