BYLAWS

OF

CORBINTON AT KILDAIRE FARM OWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is CORBINTON AT KILDAIRE FARM OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

The principal office of the corporation shall be located in North Carolina. Meetings of Members and directors may be held at suitable places convenient to the Members and the Board, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Unless otherwise specified, the words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized words shall have the same meaning as set forth in that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Corbinton at Kildaire Farm recorded in Book 18339, Pages 1892-1933 of the Wake County Registry, as it may be amended from time to time (collectively, "Declaration").

ARTICLE III
MEETINGS

Section 1. Annual Meetings. An annual meeting of the Members must be held at least once each year.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president of the Association or by a majority of the Board, or upon written request of Owners having ten percent (10%) of the votes in the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, not less than ten (10) nor more than sixty (60) days in advance of any meeting. Notice shall be hand-delivered or sent by United States mail to the mailing address of each Lot or to any other mailing address designated in writing by the Lot Owner, or sent by electronic means, including electronic mail, to an electronic mailing addressed designated in writing by the Lot Owner.

The notice of any meeting shall state the date, time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the declaration or

bylaws, any budget changes, and any proposal to remove a director or officer. In the case of a special meeting, the notice of meeting shall include a description of the matter or matters for which the meeting is called.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. In the event business cannot be conducted at any meeting because a quorum is not present, that meeting may be adjourned to a later date by the affirmative vote of a majority of those present in person or by proxy. The quorum requirement at the next meeting shall be one-half of the quorum requirement applicable to the meeting adjourned for lack of a quorum. The quorum requirement shall continue to be reduced by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted. If a meeting is adjourned to a different date, a new notice of meeting need not be given if the new date, time and place is announced at the meeting before adjournment.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, signed by the Lot Owner, and filed with the Secretary. An appointment in the form of an electronic record that bears the Member's electronic signature and that may be directly reproduced in paper form by an automated process shall be deemed a valid appointment form. A proxy is void if it is not dated. A proxy terminates eleven (11) months after its date, unless it specifies a shorter term. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Voting Rights. The voting rights of the Members are set forth in the Declaration and incorporated herein by reference.

Section 7. Electronic Communications and Electronic Voting.

The use of electronic transactions and transmissions by the Members or the Board is authorized in lieu of other forms of communication to the fullest extent allowed by North Carolina law, including without limitation, the Planned Community Act, Nonprofit Corporation Act and Article 40 of Chapter 66 of the North Carolina General Statutes.

Unless otherwise prohibited by law, the Board may adopt a web-based or other electronic based method of voting which allows owners to cast votes electronically. Any electronic voting system approved by the Board may be used in conjunction with, but not in lieu of, regular or special meetings at which persons may still cast their votes in person or by proxy. If electronic voting is to be utilized, the Board must clearly identify in the meeting notice that electronic voting will be available, the method by which the Owner can access the voting option and cast the Owner's vote, and the date and time by which the electronic voting option will close. For purposes of determining quorum, any votes cast electronically will count towards determining whether or not a quorum was present.

ARTICLE IV
BOARD OF DIRECTORS; SERVICE; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors who shall be Members of the Association, except that during the Declarant Control Period, the Board may consist of directors who are not Members of the Association. Only one (1) Owner or Occupant of a Lot may serve on the Board at a time, unless appointed by Declarant during the Declarant Control Period.

Section 2. Term of Office. During the Declarant Control Period, the Declarant, or persons designated by the Declarant, may appoint, remove and replace the members of the Board in its sole discretion. At the first annual meeting following the end of the Declarant Control Period, Members voting in person or by proxy at such meeting shall elect directors to serve terms as follows: Members shall elect one (1) director for a term of one year and two (2) directors for a term of two years. At each annual meeting thereafter, the Members shall elect directors for the terms expiring that year for a term of two (2) years. The members of the Board of Directors shall take office upon election and shall hold office until their respective successors shall have been elected by the Association.

Section 3. Removal. Any director, except a director appointed by the Declarant, may be removed from the Board (i) with or without cause, by a majority vote of all persons present and entitled to vote at any meeting of the Lot Owners at which a quorum is present or (ii) by a majority of the Board in the event that director shall be absent from three (3) consecutive regular meetings of the Board of Directors. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting if the action is taken by all members of the Board. The action shall be evidenced by one or more written consents signed by each director describing the action taken, which are to be included in the minutes or filed with the corporate records. Such consents may be in electronic form and delivered by electronic means. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Participation in Meetings. Members of the Board or of any committee that the Board appoints may participate in a meeting of the Board or committee by conference telephone, video conference, or similar method of communication, provided all persons

participating in the meeting can hear each other simultaneously. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may be made by any Member of the Association in advance of the meeting at which election is to take place. Nominations may also be made from the floor at the annual meeting.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. In the event the nominations for directors do not exceed the vacancies to be filled, the slate of directors may be elected by acclamation by a show of hands or voice vote.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have all powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, the Articles of Incorporation, these Bylaws, and otherwise by law, including, but not limited to, the power to:

(a) establish reasonable rules and regulations concerning the use of the Common Area (if any) and the personal conduct of the Members and their guests thereon, as well as rules and regulations concerning use of the Lots. Copies of such rules and regulations and amendments thereto shall be furnished by the Board of Directors to all Members prior to the rule's effective date. Such regulations shall be binding upon the Members, their families, tenants, guests, invitees, and agents until and unless such regulation, rule, or requirement shall be specifically overruled, cancelled, or modified by the Board;

(b) impose reasonable monetary fines not to exceed one hundred dollars ($100.00) per day, or the maximum amount allowed by law, for a violation of the Declaration, these Bylaws or the rules and regulations of the Association. No such monetary fine shall be imposed except following a hearing before the Board of Directors, which shall accord to the party charged with the violation notice of the charge, opportunity to be heard and to present evidence;

(c) make or contract for the making of capital improvements upon the Common Area (if any);

(d) enforce the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by the Board and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association or the Declaration;

(e) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for an infraction of for violation of the Declaration, these Bylaws, or the rules and regulations of the Association;

(f) suspend the community privileges (including use of recreational facilities, if any) of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for an infraction of for violation of the Declaration, these Bylaws, or the rules and regulations of the Association;

(g) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(h) exercise for the Association all powers, duties and authority vested in or delegated to the Association by virtue of the Planned Community Act, Chapter 47F of the North Carolina General Statutes; the Nonprofit Corporation Act, Chapter 55A of the North Carolina General Statutes; and by virtue of any other applicable statute;

(i) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(j) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to, without limitation:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a summary thereof to the Members at the annual meeting of the Members, or at any special meeting when such summary is specifically requested;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration or by statute, levy and collect assessments;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) cause any Common Area or other area designated in the Declaration to be maintained, and such other areas as the Association may by contract undertake to maintain; and

(f) pay all ad valorem taxes and public assessments relating to any Common Area.

ARTICLE VIII
OFFICERS

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create. All officers must be Members of the Association, except officers elected during the Declarant Control Period may be non-Members.

Section 2. Election of Officers; Term. The officers of the Association shall be elected annually by the Board. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. Each officer shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by a majority of the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 7. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors and the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; shall prepare, execute, certify and record amendments to the Declaration in accordance with the amendment provisions set forth therein; and shall sign all promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his/her absence or inability or refusal to act and shall exercise and discharge such other duties as may be required of him/her by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the Association; keep proper books of account; cause an annual compilation, audit or review of the Association books to be made by an independent public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

Section 9. Management Company. The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy-making authority or ultimate responsibility for those duties set out in Article VII, Section 2.

ARTICLE IX
INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify any director or officer against liabilities and reasonable litigation expenses, including attorney's fees, incurred by him/her in connection with any action, suit or proceeding in which he/she is made or is threatened to be made a party by reason of being or having been such director or officer, except in relation to matters as to which he/she shall be adjudged in such action, suit or proceeding to have acted in bad faith or outside the scope of his/her duties as a director, or to have been liable or guilty by reason of willful misconduct in the performance of duty.

ARTICLE X
COMMITTEES

The Board of Directors may appoint such committees as are authorized in the Declaration or as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution. Such committees may include, but are not limited to, a Nominating Committee and an Architectural Review Committee.

ARTICLE XI
BOOKS AND RECORDS

The books and records of the Association shall be subject to inspection by any Member in accordance with N.C. Gen. Stat. § 47F-3-118(a) and Chapter 55A of the North Carolina General Statutes. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. Such documents shall also be made available to lenders, holders, insurers and guarantors of any first mortgages or deed of trust on a Lot.

ARTICLE XII
AMENDMENTS AND CONFLICTS

Section 1. These Bylaws may be amended at a regular or special meeting of the Members at which a quorum is present by two-thirds of the votes cast or a majority of the votes entitled to be cast on the amendment, whichever is less.

Section 2. In the case of any conflicts, the provisions of North Carolina law, the Declaration, the Articles of Incorporation and these Bylaws, in that order, shall prevail.

Section 3. So long as the Declarant owns any Lot with the Properties, the Declarant shall have a right to disapprove any action, policy, or program of the Association, the Board or any committee which, in the sole judgment of the Declarant, would tend to impair the right of Declarant or to interfere with development or construction of any portion of the Property, or diminish the level of services being provided by the Association. The Declarant shall be given written notice of all meetings and proposed actions approved at meetings of the Association, the Board or any committee. Notice shall, except in the case of regularly scheduled Board meetings, set forth with reasonable particularity the agenda for each such meeting. The Declarant's right to disapprove any proposed action, policy or program may be exercised at any time within ten (10) days following the meeting at which such action was proposed, or in the case of an action taken by written consent in lieu of a meeting, any time within ten (10) days following receipt of written notice of the proposed action.

ARTICLE XIII
MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Corbinton at Kildaire Farm Owners Association, Inc., certify that the foregoing Bylaws were adopted by the Board of Directors at its initial meeting, and have hereunto set our hands this 30th day of October, 2020.

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Julie Gavaghan

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W. Kyle Groves

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Corbinton at Kildaire Fame Homeowners Association, Inc.
Rules Enforcement Policy & Procedure
Revision 0 (Approved September 25, 2025)

Restrictions and Rules Enforcement Resolution

This Rules Enforcement Policy and Procedure identifies the enforcement procedures, including fines and appeal procedures for the Corbinton at Kildaire Farms Homeowners Association Rules and Restrictions as outlined in the Association's Governing Documents.

RULES ENFORCEMENT POLICY AND PROCEDURE

RESOLUTION #1

WHEREAS, **Section 47C-3-107.1. Procedures for fines and suspension of condominium privileges or services** of the North Carolina General Statutes Chapter 47C North Carolina Condominium Act, provides for the imposition of fines or suspension of condominium privileges or services as provided for in the declaration.

WHEREAS, Article III, Section 3.2(a) of the Declaration, and Article V, Section 5.1(b)(vi) of the Bylaws provides that the Board has the powers to modify, cancel, limit, create exceptions, expand and otherwise promulgate such Restrictions and Rules concerning the operation and use of the Property or of the Common Elements, Controlled Facilities, Limited Common Elements and Units, as may be consistent with the Declaration"; and

WHEREAS, Article III, Section 1 (e) of the Declaration provides that "the right of .the Association to adopt, publish and enforce rules and regulations as provided in Article VII"; and

WHEREAS, Article V, Section 14 of the Declaration provides that "The Board may impose fines of up to $100.00 per day (or any higher amount allowed by law) for each violation of this Declaration, the Bylaws of the Association, or any rules and regulations promulgated by the Association, provided that the Association shall not impose any fines without first notifying the Owner of the offending residential Lot in writing of the specific violation. Before imposing any fine, the Association shall also provide the offending Owner with an opportunity to be heard regarding the violation. Any fines imposed thereafter shall be a lien against the Owner's Lot. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of fines. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may otherwise be legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset any damages that the Association might otherwise be entitled to recover by law from such Owner."; and

WHEREAS, Article VII, Section 1 (b) of the Bylaws provides that the Board of Directors as the authority to "impose reasonable monetary fines not to exceed one hundred dollars ($100.00) per day, or the maximum amount allowed by law, for a violation of the Declaration, these Bylaws or the rules and regulations of the Association. No such monetary fine shall be imposed except following a hearing before the Board of Directors, which shall accord to the party charged with the violation notice of the charge, opportunity to be heard and to present evidence"; and

WHEREAS, Article VII, Section 1 (e) of the Bylaws provides that the Board of Directors as the authority to "enforce the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by the Board and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association or the Declaration"; and

WHEREAS, the Board has adopted, or will soon be adopting, Restrictions and Rules to govern the use of the Common Elements and Units and the personal conduct of the Owners, occupants and their guests or invitees thereon; and

Corbinton at Kildaire Fame Homeowners Association, Inc.
Rules Enforcement Policy & Procedure
Revision 0 (Approved September 25, 2025)

WHEREAS, to provide guidance and for the benefit and protection of the Association and the individual Owners and occupants, the Board deems it desirable to establish and operate by a set procedure to assure due process in cases where there is a question of compliance, by an Owner or occupant, or such person's family, guest, invitee, contractor or tenant, with the provisions of the Declaration, Bylaws, or any Restriction or Rule, as amended to date (hereinafter the "Governing Documents"), thereby attempting to minimize the necessity of seeking action in or through a court of law; and

WHEREAS, it is the intent of the Board to establish procedures for when it must take action relative to questions of compliance by an individual or entity, with the provisions of the Governing Documents; and

WHEREAS, all terms in this policy shall have the same meaning as those set forth in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions For Corbinton at Kildaire Farm;

NOW, THEREFORE, BE IT RESOLVED THAT this Resolution shall be adopted as the Rules Enforcement Policy and Procedure:

1. REPORTING OF ALLEGED VIOLATION

a) To be acted upon by the Board, all alleged violations of the Governing Documents must be documented by email or in writing and signed by the person reporting the violation per item 1.b below. If reported by email the email shall serve as the signed document. The reported violation must be verified by a Board member, Architectural Review Committee (ARC) member, or management agent. The violation must be easily visible to the Board member, ARC member or management agent. Board members, acting as a Board member, are not required to complete a rule violation form,

b) The written report of a violation shall be a letter, email, or the approved rule violation form (Attachment A) from any unit Owner or report from the management agent. The letter, email or report form must state the following:
   1. The nature of the violation.
   2. The date and approximate time of the violation.
   3. The approximate location of the violation.
   4. The name and/or unit address of the offending party.
   5. The name and unit address of the person reporting the violation.
   6. A statement that the reporting person actually observed the violation.
   7. Their signature.
   8. Any other information that may aid the Board in resolving the violation.

c) Based on the results of the investigation, the Board at its sole discretion will determine if enforcement is required.

2. INVESTIGATION OF ALLEGED VIOLATION AND NOTICE

The Owner of a Unit shall be deemed to be the person who is responsible for terminating, curing and resolving any violation of the Governing Documents which may be committed by the Owner or any family member, guest, invitee, contractor or tenant who may occupy or use the Owner's Unit. The Owner of a Unit shall also be deemed to be the person who is responsible for performing any work which may be required to repair, restore or replace any damaged or destroyed part or portion of Park Place and to pay any cost, fee, expense or fine which may be levied by the Board.

The sequence of events in enforcing the Governing Documents will be as follows:

a) If, in the opinion of the Board or the management agent, the reported violation does not immediately endanger other residents or the Common Elements or another Unit, and can best be cured by a warning, the Board or the management agent shall send a letter to the Owner of the Unit where the offending party resides describing the alleged violation and demanding (1) that any such violation immediately cease and (2) any unauthorized exterior modifications be removed with seven (7) days and (3) (if appropriate) any areas damaged by the violation be immediately repaired, restored or replaced within fifteen (15) days at the Owner's sole cost and expense.

b) If the Owner does not fully comply with the above-described warning letter within fifteen (15) days, or, if in the opinion of the Board or its management agent, the violation could immediately endanger other residents or the Common Elements, or a Unit, or, in any case, that a warning letter would prove ineffective, or if there is a repeated violation, then the Board or its management agent shall send to the Owner a written notice of the violation and pending sanction and/or fine containing essentially the following information:

1. A description of the nature and place of the violation.
2. A demand that the violation immediately cease and that any damage to the Common Elements, or any Unit be repaired, restored or replaced.
3. A statement that a fine/fines in the amount as specified in the Category/Violation (Table-1) shall be levied against the offending party.
4. A statement that if the Owner wishes to have a hearing before the board, prior to the levying of such fine, the Owner must contact the Board or its authorized representative in writing, to be received no later than ten (10) business days after the date of the written notice of violation, requesting a hearing.
5. A statement that any written request for a hearing before the Board shall stay the imposition of any fine until the Board disposes of the case.
6. A warning that if no hearing is requested and if the violation continues past the deadline for requesting a hearing, an additional continuing day-to-day fine consistent with the below schedule may be levied by the Board until the violation has been cured.
7. A warning that any costs, fees or expenses which may be incurred by the Association to perform or obtain work which may be required to repair, restore or replace any damaged or destroyed part or portion of Corbinton at Kildaire Farm due to a violation will be assessed against the Owner's Unit, and that any attorneys' fees which may be incurred by the Association to stop the violation and repair, restore or replace any damaged or destroyed part or portion of Corbinton at Kildaire Farm will also be assessed against the Owner's Unit.

3. HEARING, APPEAL AND SANCTIONS

a) The accused Owner is entitled to a hearing before the board for any alleged violation that is contested by the accused Owner. The accused Owner may submit a written statement to the Board or its management agent no later than ten (10) business days following the date of the written notice of the violation, denying the rule violation and requesting a hearing to present his appeal.

b) If the accused Owner ceases the violation, pays the fine, and repairs, restores or replaces any areas damaged by the violation, the matter will be considered closed. **If the accused Owner ceases the violation, does not request a hearing, but does not pay the fine within thirty (30) days of written notice of the violation, an additional fine of no less than $100.00 may be levied by the Board.**

c) If the accused Owner does not request a hearing and the violation continues beyond the deadline for requesting a hearing described above, the offending Owner may be assessed an additional fine **per the**

attached Table 1. Alternatively, the Board may levy a fine which will continue for each day that the violation remains outstanding past the deadline date:

1. Day 1 - Day 30: $10.00 per day
2. Day 31 - Day 60: $20.00 per day
3. Day 61 - Day 90: $30.00 per day
4. Day 91 - Day 120: $40.00 per day
5. Day 121 plus $50.00 per day

d) If the accused Owner requests a hearing, the Board may request the Association attorney to be present at the hearing. If the accused Owner does not attend the hearing or the Board renders a decision against the accused Owner at, or after, the hearing, then the attorney's fees incurred by the Association will also be levied as an assessment against the accused Owner's Unit.

e) If the accused Owner is found by the board, after a hearing, to have violated any provision of the Governing Document or the Restrictions and Rules, the fine(s) as set forth in the notice of violation shall be levied by the Board against the accused Owner's Unit, together with attorneys' fees and all costs, fees or expenses incurred by the Association to repair, replace or restore damaged areas of Corbinton at Kildaire Farm. Additionally, a continuing day-to-day fine based on the above schedule (item 3 (c)) will be levied by the Board for every day that the violation remains outstanding after the date of the decision of the Board.

4. ADDITIONAL ENFORCEMENT RIGHTS

a) At such time when accumulated unpaid assessments, fees or fines levied against an Owner reaches a total of Five Hundred Dollars ($500.00), legal action may be initiated to collect all outstanding assessments, fees or fines and/or the Association's attorney may be instructed to take the necessary legal action to enforce the Owner's compliance with the Governing Documents. If the assistance of the Association's management agent will be needed to collect any assessment, fee or fine, or to initiate legal action to enforce the, Governing Documents, then all court costs, attorneys' fees, management charges and miscellaneous costs of enforcement or collection shall be charged to the offending party.

b) If a violation of the Governing Documents represents an immediate danger to the residents, or of substantial harm to the Common Elements or Units, then the Association, acting with the Board's authorization, may elect to enforce any provision of the Association's Governing Documents by self-help or by suit at law or in equity to abate and enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth above. In any such action, to the maximum extent permissible, the Owner responsible for the violation of which abatement and/or injunctive relief is sought shall pay all costs, fees and expenses incurred by the Association, including, but not limited to court costs and attorneys' fees actually incurred.

c) If a Unit owner violates the same rule or provision of the Governing Documents for a second or subsequent time, within three (3) months, the same procedure as outlined above shall be followed except that the fines to be levied may be doubled.

d) If a Unit owner violates the same rule or provision of the Governing Documents for a fifth or subsequent time, the same procedure as outlined above shall be followed and the Association may seek court action to enjoin the Owner from continuing to violate the same rule or provision. In any such action, to the maximum extent permissible, the Owner responsible for the violation of which injunctive relief is sought shall pay all costs, fees and expenses incurred by the Association, including, but not limited to court costs and attorneys' fees actually incurred.

5. LATE PAYMENT OF ASSOCIATION FEES, ASSESSMENTS AND FINES:

a) All fees and assessments are due monthly by the fifth (5th) day of the month and considered late if not received by the tenth (10th) day of the month. Late payments shall incur a late fee of $20.00. Interest will be charged at 1% per month will be computed from the due date of the fee or assessment if the fee or assessment payment is not received by the last day of the month for which the fee or assessment is due and continue until the account is paid in full.

b) Owners who are two (2) quarters [six (6) months] or more past due will be sent a Certified Letter noting the delinquency, including late fees and interest, and provided 30 days to make payment to bring account up to date after which time legal action may be taken and all costs of collection, including court costs and attorneys' fees, will be assessed against the Owner's Unit. Late fees and penalties will continue to accrue until the account is brought up to date.

c) Owners who are two (2) quarters [six (6) months] or more past due will be sent a Certified Letter noting the delinquency, including late fees and interest, and provided 30 days to make payment to bring account up to date after which time the Association will file a lien against the property and all costs of filing the lien and clearing the lien once the account is paid in full, collection costs, including court costs and attorneys' fees, will be assessed against the Owner's Unit. Late fees and penalties will continue to accrue until the account is brought up to date.

This Resolution is effective on October 1, 2025

ADOPTED this 25th day of September 2025

Andrew Drake, President
Corbinton at Kildaire Farm
Homeowners Association, Inc.

Todd Buchko, Vice President
Corbinton at Kildaire Farm
Homeowners Association, Inc.

Mark Swallow, Secretary & Treasurer
Corbinton at Kildaire Farm
Homeowners Association, Inc.

CONTINUED ON NEXT PAGE-

Corbinton at Kildaire Fame Homeowners Association, Inc.
Rules Enforcement Policy & Procedure
Revision 0 (Approved September 25, 2025)

Table 1			
Declaration Category / Violation	**1ST Notice or Violation**	**2ND Notice or Violation**	**3RD Notice or Violation**
Article VI Section 1 General Provisions			
Article VI Section 2 Maintenance of Lots by Owner			
Article VI Section 2 Additional Maintenance Provisions	Notice of violation(s) and items to be maintained, repaired or replaced at Owner's expense	A $100.00 fine will be levied for a second violation	An increase of $25.00 will be levied for each subsequent violation. (i.e. $125.00 for 3rd violation, 150.00 for 4th violation)
Article VII Section 2 Use of Property	Written request for compliance and notice of consequences of repeat violation	A $100.00 fine will be levied for a second violation	$250.00 fine will be levied for each subsequent violation and legal action may be taken with those costs assessed to the Owner
Article VII Section 3 Condition of Property	Written request for compliance and notice of consequences of repeat violation	A $100.00 fine will be levied for a second violation	An increase of $25.00 will be levied for each subsequent violation. (i.e. $125.00 for 3rd violation, 150.00 for 4th violation)
Article VII Section 4 Animals	Written request to owner for compliance and notice of consequences for subsequent violations	A $50.00 fine will be levied for a second violation	An increase of $25.00 will be levied for each subsequent violation. (i.e. $75.00 for 3rd violation, 100.00 for 4th violation)
Article VII Section 7 Leasing	**(copy not filed with Association)** Written request for signed copy within 30 days	After 30 days, $100.00 fine plus daily fine in accordance with Section 3(c) until the lease is received	After 90 days legal action will be taken with those costs assessed to the Owner

Corbinton at Kildaire Fame Homeowners Association, Inc.
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Table 1			
Declaration Category / Violation	**1ST Notice or Violation**	**2ND Notice or Violation**	**3RD Notice or Violation**
	(Lease Terms Violation) Written request to revise lease within 14 days to comply with governing documents and notice of consequences for failure to correct	After 14 days, $100.00 fine plus daily fine in accordance with Section 3(c) until a compliant lease is received	After 90 days legal action will be taken with those costs assessed to the Owner
Article VII Section 8 Temporary Structures	Written request to remove structure within (7) days and notice of consequences of repeat violation	Written request to remove structure with (7) days, $100.00 fine and notice of consequences for additional violation.	An increase of $50.00 will be levied for each subsequent violation. (i.e. $150.00 for 3rd violation, 200.00 for 4th violation)
Article VII Section 9 Fences	Written request to remove structure within (7) days and notice of consequences of repeat violation	Written request to remove structure with (7) days, $100.00 fine and notice of consequences for additional violation.	An increase of $50.00 will be levied for each subsequent violation. (i.e. $150.00 for 3rd violation, 200.00 for 4th violation)
Article VII Section 10 Signs	Written request for compliance and notice of consequences of repeat violation	A $25.00 fine will be levied for a second violation	An increase of $25.00 will be levied for each subsequent violation. (i.e. $75.00 for 3rd violation, 100.00 for 4th violation)
Article VII Section 11 Outdoor Structures. Equipment. and Decorations	Written request to remove structure within (7) days and notice of consequences of repeat violation	Written request to remove structure with (7) days, $100.00 fine and notice of consequences for additional violation.	An increase of $50.00 will be levied for each subsequent violation. (i.e. $150.00 for 3rd violation, 200.00 for 4th violation)
Article VII Section 12 Flags	Written request for compliance and notice of consequences of repeat violation	A $25.00 fine will be levied for a second violation	An increase of $25.00 will be levied for each subsequent violation. (i.e. $75.00 for 3rd violation, 100.00 for 4th violation)
Article VII Section 13 Trees	Written request to replace tree(s) removed within (7) days and notice of consequences of repeat violation	Written request to replace with (7) days, $100.00 fine and notice of consequences for additional violation.	An increase of $50.00 will be levied for each subsequent violation. (i.e. $150.00 for 3rd violation, 200.00 for 4th violation)

Corbinton at Kildaire Fame Homeowners Association, Inc.
Rules Enforcement Policy & Procedure
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Table 1			
Declaration Category / Violation	**1ST Notice or Violation**	**2ND Notice or Violation**	**3RD Notice or Violation**
Article VII Section 14 Parking	Written request for compliance and notice of consequences of repeat violation	A $50.00 fine will be levied for a second violation	An increase of $25.00 will be levied for each subsequent violation. (i.e. $75.00 for 3rd violation, 100.00 for 4th violation)
Article VII Section 15 Antennas and Satellite Dishes	Written request to remove structure within (7) days and notice of consequences of repeat violation	Written request to remove structure with (7) days, $100.00 fine and notice of consequences for additional violation.	An increase of $50.00 will be levied for each subsequent violation. (i.e. $150.00 for 3rd violation, 200.00 for 4th violation)
Article VII Section 16 Solar Collectors	Written request to remove structure within (7) days and notice of consequences of repeat violation	Written request to remove structure with (7) days, $100.00 fine and notice of consequences for additional violation.	An increase of $50.00 will be levied for each subsequent violation. (i.e. $150.00 for 3rd violation, 200.00 for 4th violation)
Article VII Section 17 Garbage Receptacles	Written request for compliance and notice of consequences of repeat violation	A $50.00 fine will be levied	Fines will increase by $50.00 for each subsequent violation
Article VII Section 18 Mailboxes	Written request to remove structure within (7) days and notice of consequences of repeat violation	Written request to remove structure with (7) days, $100.00 fine and notice of consequences for additional violation.	An increase of $50.00 will be levied for each subsequent violation. (i.e. $150.00 for 3rd violation, 200.00 for 4th violation)
Article VII Section 19 Pools	Written request to remove structure within (7) days and notice of consequences of repeat violation	Written request to remove structure with (7) days, $100.00 fine and notice of consequences for additional violation.	An increase of $50.00 will be levied for each subsequent violation. (i.e. $150.00 for 3rd violation, 200.00 for 4th violation)
Article VII Section 20 Windows. Blinds. Doors. and Awnings	Written request to remove structure within (7) days and notice of consequences of repeat violation	Written request to remove structure with (7) days, $100.00 fine and notice of consequences for additional violation.	An increase of $50.00 will be levied for each subsequent violation. (i.e. $150.00 for 3rd violation, 200.00 for 4th violation)
Article VII Section 21 Screen Enclosures	Written request to remove structure within (7) days and notice of consequences of repeat violation	Written request to remove structure with (7) days, $100.00 fine and notice of consequences for additional violation.	An increase of $50.00 will be levied for each subsequent violation. (i.e. $150.00 for 3rd violation, 200.00 for 4th violation)

Corbinton at Kildaire Fame Homeowners Association, Inc.
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Revision 0 (Approved September 25, 2025)

Table 1			
Declaration Category / Violation	**1ST Notice or Violation**	**2ND Notice or Violation**	**3RD Notice or Violation**
Article VII Section 22 Governmental Regulations	Written request for compliance and notice of consequences of repeat violation	A $50.00 fine will be levied	Fines will increase by $50.00 for each subsequent violation
Article VII Section 23 Basketball Goals and Trampolines	Written request to remove structure within (7) days and notice of consequences of repeat violation	Written request to remove structure with (7) days, $100.00 fine and notice of consequences for additional violation.	An increase of $50.00 will be levied for each subsequent violation. (i.e. $150.00 for 3rd violation, 200.00 for 4th violation)
Article VII Section 24 Tanks	Written request to remove structure within (7) days and notice of consequences of repeat violation	Written request to remove structure with (7) days, $100.00 fine and notice of consequences for additional violation.	An increase of $50.00 will be levied for each subsequent violation. (i.e. $150.00 for 3rd violation, 200.00 for 4th violation)
Article VII Section 25 Play Sets/Structures	Written request to remove structure within (7) days and notice of consequences of repeat violation	Written request to remove structure with (7) days, $100.00 fine and notice of consequences for additional violation.	An increase of $50.00 will be levied for each subsequent violation. (i.e. $150.00 for 3rd violation, 200.00 for 4th violation)
Article VII Section 26 Time Limits on Construction	Written request for compliance and notice of consequences of repeat violation	A $50.00 fine will be levied	Fines will increase by $50.00 for each subsequent violation
Article VII Section 28 Drainage and Grading	Written request to restore to original conditions within (7) days and notice of consequences of repeat violation	Written request to restore to original condition with (7) days, $100.00 fine and notice of consequences for additional violation.	An increase of $50.00 will be levied for each subsequent violation. (i.e. $150.00 for 3rd violation, 200.00 for 4th violation)
Article VII Section 29 Generators	Written request to remove structure within (7) days and notice of consequences of repeat violation	Written request to remove structure with (7) days, $100.00 fine and notice of consequences for additional violation.	An increase of $50.00 will be levied for each subsequent violation. (i.e. $150.00 for 3rd violation, 200.00 for 4th violation)
Article VII Section 31 HVAC Relocation	Written request to restore to original conditions within (7) days and notice of consequences of repeat violation	Written request to restore to original condition with (7) days, $100.00 fine and notice of consequences for additional violation.	An increase of $50.00 will be levied for each subsequent violation. (i.e. $150.00 for 3rd violation, 200.00 for 4th violation)

Corbinton at Kildaire Fame Homeowners Association, Inc.
Rules Enforcement Policy & Procedure
Revision 0 (Approved September 25, 2025)

Attachment A
Complaint Form

Before the Board can act upon any alleged violation to the Rules and Regulations or Use Restrictions, all alleged violations must be documented in writing. This Complaint Form or similar communication containing the same information, must be completed and mailed or emailed to the Management Office before any action can be taken.

1. Name of person reporting violation: _____

2. Name and address of offending party: _____

_____

_____

3. Nature of violation: _____

_____

_____

4. Date and time violation occurred: _____

5. Location where the violation occurred: _____

_____

6. Statement of what you observed: _____

_____

_____

7. Any other pertinent information that may aid the Board in resolving the violation: _____

_____

_____

By signing this complaint form, I hereby confirm that the information is true to the best of my knowledge and I am willing to participate with the Board or other designated Committee on this action and will act as a witness, if necessary.

_____ _____
Signature of Person Reporting Violation Date

_____ _____
Address Phone

Return completed form to: Barbara Williamson
Community Manager
Associa H.R.W. Management
4700 Homewood Court, Suite 380
Raleigh, NC 27609
BWilliamson@hrw.net

DocuSign Envelope ID: 510AABAF-794B-4FBF-8F27-F867E80F4876



Vicinity Map
(1:1500)

NOTES:

1) The basis of North and all easements, right-of-way's, buffers, setbacks and adjoiners, etc., referenced from Book of Maps 2022, Pages 1284-1286 unless otherwise noted.

2) No investigation into the existence of jurisdictional wetlands or riparian buffers performed by this firm.

3) Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence or any other facts that an accurate and current title search may disclose.

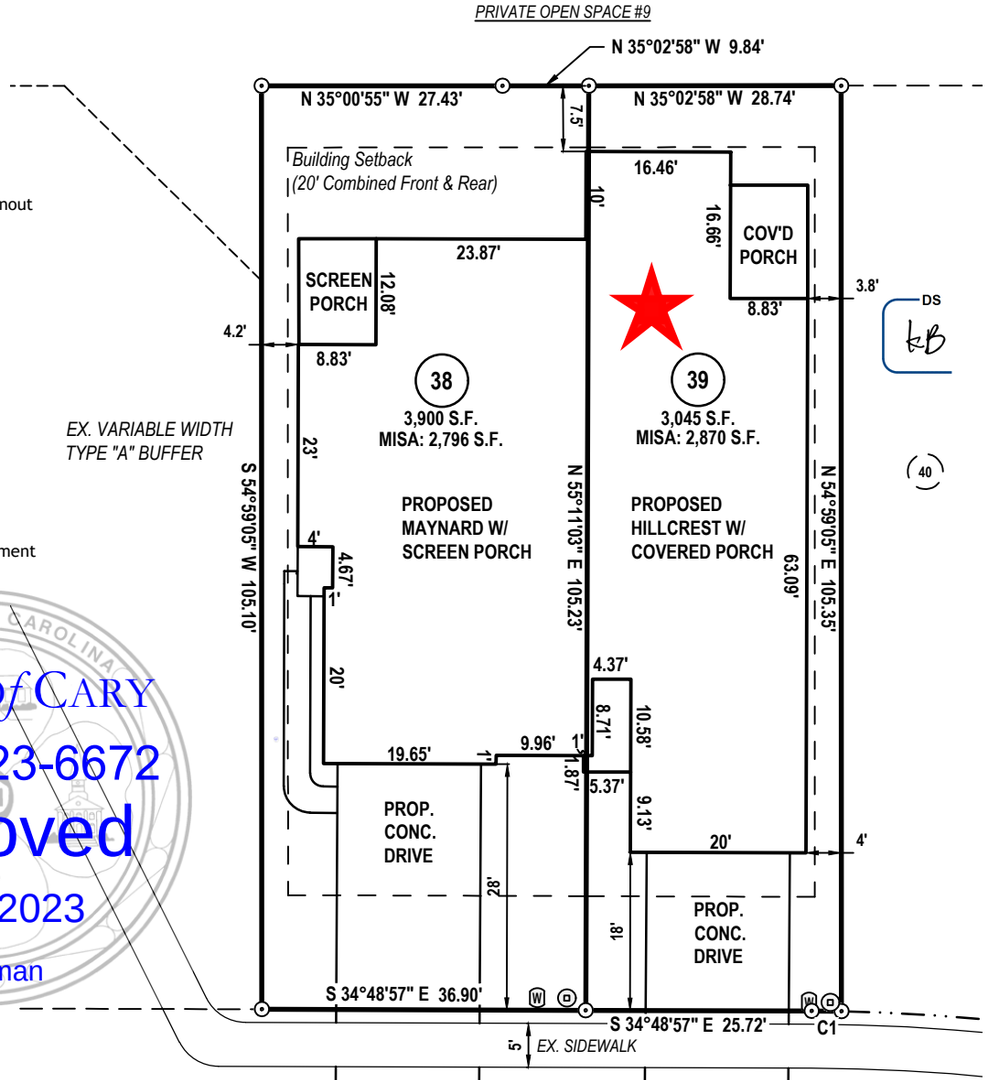
BM 2022, Pages 1284-1286

0 10 20
SCALE: 1" = 20

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	225.00'	3.38'	3.38'	S 34°23'05" E

LEGEND:

○	Ex. property corner
●	Set property corner
⊙	Calculated point
W	Water Meter
⊚	Sanitary Sewer Cleanout
	Power Pole
P	Power Pedestal
T	Telephone Pedestal
C	Cable Pedestal
H	HVAC
—X—	Fence
—W—	Water
—SS—	Sanitary sewer pipe
—SD—	Storm drain pipe
—OU—	Overhead utility
B.M.	Book of Maps
D.B.	Deed Book
Pg.	Page
S.F.	Square Feet
Ac.	Acres
SDE	Sight Distance Easement



TOWN of CARY
Permit #23-6672
Approved
03/21/2023
shickman

BUILDING SETBACKS:
THOROUGHFARE: 50'
COLLECTOR: 30'
OTHER STREETS: 10'
SIDE: 3' (16' BETWEEN BUILDING GROUPS)
REAR: FRONT AND REAR SETBACKS COMBINED SHALL EQUAL AT LEAST 20',
THE REAR SETBACK SHALL BE A MINIMUM OF 3'

IMPERVIOUS SURFACE AREA LOT 38:	
House:	1,897 S.F.
Conc:	565 S.F.
Total:	2,462 S.F.
Max:	2,796 S.F.

IMPERVIOUS SURFACE AREA LOT 39:	
House:	1,904 S.F.
Conc:	355 S.F.
Total:	2,259 S.F.
Max:	2,870 S.F.

The purpose of this Plot Plan is to depict the proposed location of the house and drive on the subject propoerty for building permit purposes only. No on-the-ground survey of the property boundaries has been performed by Taylor Land Consultants, PLLC. This is not a certified survey and cannot be used for any property conveyance or sale.

PRELIMINARY
FOR BUILDING PERMIT
PURPOSES ONLY

SITE PLAN

PREPARED FOR: ELM STREET BUILDERS, LLC
956 MARKET HOUSE WAY, LOT 38
PIN: 0760-37-3079 LOT 38
954 MARKET HOUSE WAY, LOT 39
PIN:0760-37-3151, LOT 39
CORBINTON AT KILDAIRE FARM, PHASE 3
B.M. 2022, PAGES 1284 -1286
SWIFT CREEK TOWNSHIP, WAKE COUNTY, NC
JOB #: 21003
JULY 20, 2022

TAYLOR LAND CONSULTANTS, PLLC
License No P-0829
1600 Olive Chapel Road, #140
Apex, NC 27502
(919) 801-1104

DS KB DS JG