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2001 JUN 15 PM 3:39
PITT COUNTY, N.C.

Deborah Y. Barrington, asst

Bylaws

of

Wyngate Subdivision Homeowners Association, Inc.

a Nonprofit Corporation

Under the Laws of the State of North Carolina

ARTICLE I

Identity

These are the Bylaws of Wyngate Subdivision Homeowners Association, Inc., a North Carolina non-profit corporation (the "Association"), the Articles of Incorporation for Wyngate Subdivision Homeowners Association, Inc. (the "Articles") of which have been filed in the office of the North Carolina Secretary of State.

ARTICLE II

Qualifications and Responsibilities of Members

2.1. Members. Each lot owner shall be a member of the Association and shall remain a member until he ceases to be a lot owner.

2.2. More Than One Owner. When there is more than one lot owner of a lot, all such persons shall be members of the Association. A Lot is defined as a numbered lot as shown on a map of record of any land that is described in a Deed of record in Book 916, Page 626 of the Pitt County Registry, provided it is specifically incorporated into Wyngate Subdivision by Bill Clark Homes of Greenville, L.L.C. prior to January 1, 2016, by an instrument of record in the Pitt County Registry.

2.3. Registration. It shall be the duty of each lot owner to register his name and the number of his lot with the Secretary of the Association. If a lot owner does not so register, the Association shall be under no obligation to recognize his membership.

2.4. Prohibition of Assignment. The interest of a member in the Association's assets cannot be transferred or encumbered except as an appurtenance to his lot.

ARTICLE III

Members' Meetings and Voting

3.1. Place. Meetings of the members shall be held at the registered office of the Association, or such other place within Pitt County, North Carolina, as may be designated from time to time by the Board.

3.2. Annual Meeting. The members shall meet at least once each year as specified in the notice of such meeting given pursuant to Section 3.4. At each annual meeting, the members shall elect members of the Board ("Directors") and may transact any other business properly coming before them.

3.3. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board and shall be called and held within fifty (50) days after written request thereof, signed by members of the Association entitled to cast at least twenty percent (20%) of the total votes in the Association, is delivered to any officer or director of the Association. No business shall be transacted at a special meeting except that which is stated in the notice thereof.

3.4. Notices. Notice of all meetings of the members, stating the time and place and accompanied by a complete agenda thereof, shall be given by the President or Secretary to each member. Such notice shall be in writing and shall be hand delivered or sent by United States mail to the members at the addresses of their respective lots and to other addresses as any member may have designated to the President or Secretary, at least ten (10) days, but not more than fifty (50) days, in advance of any scheduled meeting.

3.5. Quorum; Adjournment if no Quorum. A quorum shall consist of members present, in person or by proxy, entitled to cast at least fifty percent (50%) of the total votes in the Association. If a quorum is not present, the meeting shall be adjourned from time to time until a quorum is present.

3.6. Votes; Association Shall Not Vote. The owners of each numbered lot shown on a map of record on any land incorporated into the Association as set out herein shall be entitled to one vote. The votes allocated to a lot may be cast by the lot owner of that lot. When there is more than one lot owner of a lot, the votes for that lot shall be cast as they shall determine. The votes allocated to a lot shall not be split but shall be voted as a single whole. The Association shall not be entitled to cast the votes allocated to any lot owned by it.

3.7. Manner of Casting Votes. Votes may be cast in person or by proxy. A proxy must be in writing, be signed by all lot owners of the lot, the votes of which are subject to the proxy, be given only to another member or to a security holder in that lot, and be filed with the Secretary before the meeting. A proxy shall be valid until revoked in writing by all lot owners of such lot.

3.8. Required Votes. All questions shall be decided by a majority of the votes cast on the question unless the provisions of applicable law, the Declaration, or these Bylaws require a greater vote.

3.9. Action by Members Without Meeting. Any action that may be taken at a meeting of the members may be taken without a meeting if such action is authorized in a writing setting forth the action taken and is signed by all members, or if such action is taken in any other manner permitted by law.

3.10. Prohibition of cumulative Voting. There shall be no cumulative voting .

ARTICLE IV

Directors

4.1. First Board. The first Board shall consist of the three (3) persons elected by the members whose names are set forth in the Articles, and successors to any thereof elected by the members.

4.2. Number and Qualifications of Directors. The Board shall consist of three (3) natural persons as determined at any annual meeting by the members. Each Director shall be a lot owner or the individual nominee of a lot owner which is other than an individual.

4.3. Election of Directors. At the first annual meeting of the members, and at each subsequent annual meeting, the members shall elect the Directors by a majority of the votes cast in the election.

4.4. Term of Office. At the first annual meeting the members shall elect one Director for a term of one (1) year, one Director for a term of two (2) years, and one Director for a term of three (3) years; and at each annual meeting thereafter the members shall elect one Director for a term of three (3) years.

4.5. Removal. Any Director may be removed, with or without cause, by a vote of the members entitled to cast at least sixty percent (60%) of the total votes in the Association, at a special meeting called for such purpose, and a successor may then be elected by the members to serve for the balance of the removed Director's term. A director is automatically removed if he fails for three consecutive months to attend meetings of the board or is delinquent in the payment of assessments.

4.6. Vacancies. Any vacancy in the Board arising by death or resignation of a Director shall be filled by act of the remaining Directors, whether or not constituting a quorum, and a Director so elected shall serve for the unexpired term of his predecessor in office.

4.7. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or telegraph, at least seventy-two (72) hours prior to the meeting.

4.8. Special Meetings. Special meetings of the Board may be called by the President and shall be called by the President or the Secretary and held within ten (10) days after written request

therefor, signed by two (2) Directors, is delivered to any other Director or the President or the Secretary. Not less than seventy-two (72) hours notice of such special meeting shall be given personally or by mail, telephone, or telegraph to each Director; provided that in case the President or any Director determines that an emergency exists, a special meeting may be called by giving such notice as is possible under the circumstances. All notices of a special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except that which is stated in the notice thereof.

4.9. Quorum; Adjournment if No Quorum. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If a quorum is not present, the meeting shall be adjourned from time to time until a quorum is present. The signing by a Director of the minutes of a meeting shall constitute the presence of such Director at that meeting for the purpose of determining a quorum.

4.10. Manner of Acting. Each Director shall be entitled to one vote. The act of a majority of the Directors present at a meeting shall constitute the act of the Board unless the act of a greater number is required by the provisions of applicable law, the Declaration, or these Bylaws.

4.11. Board Action Without Meeting. Any action that may be taken at a meeting of the Board may be taken without a meeting if such action is authorized in a writing setting forth the action taken, signed by all Directors.

4.12. Compensation of Directors Restricted. Directors shall receive no compensation for their services, but may be paid for out-of-pocket expenses incurred in the performance of their duties as Directors.

4.13. Powers and Duties of Board. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the common law, applicable statutes, the Act, the Declaration, the Articles, and these Bylaws, as any thereof may, from time to time, be amended. Such powers and duties shall be exercised in accordance with the provisions of applicable law, the Declaration, the Articles, and these Bylaws, and shall include, but not be limited to, the following:

(a) To prepare and provide to members annually a report containing at least the following:

(i) A statement of the financial condition of the association for the last fiscal year.

(ii) A statement of the status and amount of any pending suits or judgments in which the association is a party.

(iii) A statement of the insurance coverage provided by the Association.

(iv) A statement of any unpaid assessments payable to the association, identifying the lot and the amount of unpaid assessments.

(b) To adopt and amend budgets and to determine and collect assessments to pay the common expenses.

(c) To regulate the use of, and to maintain, repair, replace, modify and improve the common elements.

(d) To adopt and amend rules and regulations and to establish reasonable penalties for infraction thereof.

(e) To enforce the provisions of the Declaration, the Articles, these Bylaws, the Act, and rules and regulations by all legal means, including injunction and recovery of monetary penalties.

(f) To hire and terminate managing agents and to delegate to such agents such powers and duties as the Board shall determine, except such as are specifically required by the Declaration, the Articles, these Bylaws, or the Act, to be done by the Board or the members. Notwithstanding the foregoing, the property, including each lot, shall at all times be managed by a single managing agent. The single managing agent shall not have authority to lease any part of a lot without the approval of the lot owner.

(g) To hire and terminate agents and independent contractors.

(h) To institute, defend, intervene in, or settle any litigation or administrative proceedings in its own name, on behalf of itself or two (2) or more lot owners, on matters affecting the condominium, the common elements, or more than one lot.

(i) To establish and dissolve and liquidate, from time to time, reserve accounts for any purpose.

(j) To borrow money for the maintenance, repair, replacement, modification or improvement of common elements and to pledge and pay assessments, and any and all other revenue and income, for such purpose.

(k) To impose and collect reasonable charges, including reasonable costs and attorney's fees, for the evaluation, preparation and recordation of amendments to the Declaration or certificates of unpaid assessments.

(l) To provide for indemnification of the association's officers and Directors and maintain officer's and Directors' liability insurance.

(m) To impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, these Bylaws, or the rules and regulations.

ARTICLE V

Officers

5.1. Designation of Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer. Each officer shall be a lot owner or the individual nominee of a lot owner which is other than an individual. A person may hold one or more of such offices at one time, except that the President shall not at the same time hold another office in the Association. The Board may elect an assistant treasurer, an assistant secretary and such other officers as, in its judgment, may be necessary.

5.2. Election of Officers. Officers of the Association shall be elected by the Board. Election shall be held annually at the first meeting of the Board held after the annual meeting of the members, except that the first Board shall elect officers as soon as practicable after filing of the Declaration.

5.3. Term. Each officer shall serve until his successor has been duly elected and has qualified.

5.4. Removal. Any officer may be removed, with or without cause, and without notice, by the Board.

5.5. Vacancy. Any vacancy in any office shall be filled by the Board, and an officer elected to fill a vacancy shall serve for the unexpired term of his predecessor in office.

5.6. Powers and Duties of Officers.

(a) President. The President shall be the chief executive officer of the Association; shall have all of the powers and duties incident to the office of a President of a corporation including, but not limited to, the duty to preside at all meetings of the Board and of the members, and the general supervision of officers in the management of the business and affairs of the Association; and shall see that all actions and resolutions of the Board are carried into effect.

(b) Vice President. The vice-president shall perform such duties of the President as shall be assigned to him by the President and, in the absence of the President, shall perform the duties and functions of the President.

(c) Secretary. The Secretary shall keep the minutes of all meetings and actions of the Board and of the members; shall give all required notices to the Directors and members; shall keep the records of the Association, except those kept by the Treasurer; shall perform all other duties incident to the office of a Secretary of a corporation; and shall perform such other duties required by the Board or the President.

(d) Treasurer. The Treasurer shall have custody of all intangible property of the Association including funds, securities, and evidences of indebtedness; shall keep the books of the

Association in accordance with good accounting practices and principles and, upon request, shall submit them, together with all vouchers, receipts, records, and other papers to the Board for examination and approval; shall deposit all moneys and other valuable effects in depositories designated by the Board; shall disburse funds of the Association as directed by the Board; and shall perform all other duties incident to the office of a Treasurer of a corporation.

5.7. Execution of Agreements, etc. All agreements, deeds, mortgages, or other instruments shall be executed by any two (2) officers or by such other person or persons as may be designated by the Board.

5.8. Compensation of Officers Restricted. No officer shall be compensated for his services in such capacity but may be reimbursed for out-of-pocket expenses incurred in performing his duties.

ARTICLE VI

Fiscal Management

6.1. Depository. The Board shall designate a depository for the funds of the Association and may change such depository. Withdrawal of funds from such depository shall be only by checks signed by any two (2) officers of the Association, or any other persons authorized by the Board.

6.2. Fidelity Bonds. Fidelity bonds may be maintained by the Association in an amount determined by the Board, covering each Director and officer of the Association, any employee or agent of the Association, and any other person handling, or responsible for handling, funds of the Association.

6.3. Payment Vouchers. Payment vouchers shall be approved by the Board, provided that the Board may delegate such authority to any officer or managing agent of the Association.

6.4. Annual Audit. An audit of the accounts of the Association shall be made annually by an accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

6.5. Fiscal Year. The fiscal year of the Association shall be the calendar year provided that the Board, from time to time, by resolution, may change the fiscal year to some other designated period.

ARTICLE VII

Assessments

7.1. Obligation of Members to Pay Assessments; Amount of Levy. Until the association levies a common expense assessment, declarant shall pay all accrued expenses of the subdivision. Thereafter, each lot owner shall be personally and severally liable for the common expenses that are levied against his lot while a lot owner. Each lot shall be assessed equally.

7.2. Allocation of Common Surplus. Any common surplus, including funds in reserve accounts, may be allocated to each lot in accordance with its percentage of common expenses and, if allocated, shall be owned by the lot owner of that lot and, if allocated, may be paid to the lot owner or credited against that lot's share of common expenses subsequently assessed.

7.3. Preparation of Budget and Levying of Assessment. For each fiscal year, beginning with the fiscal year beginning January 1, 2000, the Board shall prepare and adopt a budget, including therein estimates of the amount necessary to pay the common expenses, together with amounts considered necessary by the Board for reserves. After preparation and adoption of each such budget, the Board shall provide each member with a copy and shall give each member notice of the assessment made against that member's lot based upon such budget and may also state the interest to be charged on delinquent payments thereof. The assessment shall be deemed levied upon the giving of such notice. Provided, however, that the first budget after creation of the subdivision shall be prepared and adopted by the Board only for the balance of the then fiscal year of the Association, commencing on the date of substantial completion of all structural components and mechanical systems serving more than one lot of the initial building to be constructed, shall be prepared and adopted as soon as practicable after said date of substantial completion, and notice of the amount of the assessment against each lot for such balance of the fiscal year shall be given by the Board to each member as soon as practicable after adoption. Such assessment shall be deemed levied upon notice thereof given by the Board.

7.4. Assessment a Lien. Every assessment shall constitute a lien upon each lot assessed from the date the assessment is levied, prior to all other liens except only (i) real estate taxes and other governmental assessments or charges against the lot and (ii) liens and encumbrances recorded before the recordation of the Declaration, and liens of first mortgagees.

7.5. Payment of Assessments. Assessments shall be payable when notice thereof is given, but shall not be delinquent if paid at the times and in the amounts specified by the Board in the notice of assessment. Except for special assessments, one-twelfth (1/12) of the assessment shall be paid on or before the first day of each month of the fiscal year to the Association. Payments shall be made to the Association or as the Board may, from time to time, otherwise direct.

7.6. Funds and Reserves. All sums collected by the association from assessments shall be accounted for as follows:

(a) General Operating Reserve Fund. To this fund shall be credited all sums collected to provide a reserve for purposes of providing a measure of financial stability during periods of special stress, and may be used to meet deficiencies from time to time as a result of delinquent payments of assessments and other contingencies.

(b) Maintenance Fund. To this fund shall be credited collections of assessments for all common expenses for the current year as well as common profits and surplus from the previous year and not to be credited to either of the above reserve funds.

(d) Working Capital Fund. All funds, if any, received by the Association for the initial working capital fund of the Association, to defray unforeseen expenses and/or the cost of additional equipment or services deemed necessary or desirable by the Board, shall be maintained in and segregated in this fund for the use and benefit of the Association.

The reserve fund for repairs and replacements shall be established by the Board with the fiscal year beginning January 1 of the year two years after the year in which the first assessment was levied and shall be funded thereafter by regular installments rather than by extraordinary special assessments. The reserve funds described above shall be maintained only in such amounts as deemed necessary or desirable by the Board, subject, however, to the preceding sentence. To the extent maintained, funds therein shall be held in such accounts and with such depositories as the Board, in its discretion, selects.

7.7. Failure to Prepare Budget and Levy Annual Assessment; Deficiencies in Procedure. The failure of the Board or delay of the Board in preparing any budget, and to levy or in levying assessments, shall not constitute a waiver or release of the members' obligation to pay assessments whenever the same shall be determined and levied by the Board. Until a new assessment is levied by the Board pursuant to Section 8.3, each member shall continue to pay the assessment then previously levied pursuant to Section 8.3 in the same amount and at the same periodic times as levied, or as the Board may otherwise advise in writing. Also, any deficiencies or inadequacies in the procedure followed by the Board in levying an assessment shall not in any way affect its validity or the obligation of members to pay such assessment.

7.8. Assessment Roll; Certificate. All assessments shall be set forth upon a roll of the lots, which shall be available in the office of the Association for inspection at all reasonable times by members and security holders and their duly authorized representatives. Such roll shall include, for each lot, the name and address of the member or members, all assessments levied, and the amount of all assessments unpaid. The Association, upon written request, shall furnish to a lot owner or his authorized agent, a certificate setting forth the amount of unpaid assessments currently levied against his lot. The certificate shall be furnished within seven (7) business days after receipt of the request and shall be binding upon the Association and all lot owners. For such certificate, a reasonable fee may be charged by the Board.

7.9. Default and Enforcement. If any assessment, or installment thereof, remains delinquent for ten (10) days, then that assessment, and all other assessments then a lien against that lot, may be declared by the Board to be immediately due and payable in full, with interest, without further notice, and may be foreclosed by the Association in the manner provided by Chapter 45 of the General Statutes of North Carolina. All fees, late charges, cost of collection, attorney's fees, fines or interest levied or collected by the Association in connection with any unpaid assessments shall have the same priority as the assessment to which they relate.

In addition to the foregoing, and without waiving its lien, the association may sue to obtain a money judgment for the amount of any delinquent assessment, or installment thereof, together with interest, and the members so sued and liable for such assessment shall pay all costs of collection, including reasonable attorney's fees, with interest thereon at the same rate as charged on the assessments being collected from the dates incurred until paid.

7.10. Interest on Delinquent Assessments. Assessments, or installments thereof, paid before they become delinquent, shall not bear interest; but all delinquent sums shall bear interest at the rate set forth in the notice levying the assessment, not exceeding the maximum interest allowed by law, from the date delinquent until paid. If no interest rate is set forth in such notice, such interest rate shall be the maximum allowed by the Act. All payments upon account shall be applied first to interest and then to the assessment, or installment thereof, longest delinquent. All such interest shall have the same priority as the assessment on which such interest accrues.

7.11. Common Expenses. Common expenses shall mean and include all sums declared common expenses by the Act, or by any specific provision of these Bylaws or the Declaration, and shall include, without limitation, the following: real estate taxes, and other governmental assessments or charges against the property until the lots are separately assessed; premiums for any and all insurance maintained by the Association, including any deductible or coinsurance amount not covered by insurance; utility charges not charged directly to lot owners; legal and accounting fees; costs and expenses incurred in connection with any litigation or administrative proceeding pursuant to Section 4.13(h) hereof; deficits remaining from any prior assessment period; the cost, including fees and interests, incurred in connection with any borrowing done by the Association; the cost of all fidelity bonds; costs imposed upon the Association or any part of the common elements or the property by, or incurred by, the Association as a result of the performance, enforcement or amendment of any agreement or easement to which the Association is a party or to which the common elements or property, or any part of either thereof, is or may be subject; amounts determined necessary for reserve funds; and indemnity payments made by the Association pursuant to Article VI hereof.

ARTICLE VIII

Compliance, Enforcement, Fines and Penalties

8.1. Default and Remedies. A default in or failure to comply with any of the terms, conditions, obligations, and provisions of the Act, the Declaration, these Bylaws, the Articles, or the rules and regulations, as the same may be amended from time to time, by any lot owner or occupant, shall be grounds for relief that may include, without intending to limit the same or to constitute an election of remedies, an action to recover fines and penalties as determined by the Board, sums due for damages, an injunction, or any combination thereof, and which relief may be sought by the Association, an aggrieved lot owner, or by any person or class of persons adversely affected.

8.2. Non-waiver of Covenants. The failure of the Association or of any member thereof to enforce any term, provision, right, covenant, or condition that may be granted by the Declaration, these Bylaws, the Articles, the rules and regulations or the Act, as the same may from time to time be amended, shall not constitute a waiver or abrogation of the right of the Association or a member to enforce such term, provision, right, covenant, or condition in the future, irrespective of the number of violations or breaches thereof that may have occurred.

ARTICLE IX

Amendment

An amendment to these Bylaws shall be made and approved in the manner, and shall be subject to the same restrictions relative to requiring prior written consent of first mortgagees, as set forth in Article XII of the Declaration and subject to Paragraph 13.1 of the Declaration, provided however, that no amendment to these Bylaws shall be effective without the affirmative vote of a majority of the votes in the Association as defined by the Declaration, and, once made, shall become effective when recorded in the same manner and place as an amendment to the Declaration.

The foregoing were adopted as Bylaws of Wyngate Subdivision Homeowners Association, Inc. at the first meeting of the Board of Directors on the _____ day of _____, _____.

President, William H. Clark

ATTEST:

(Corporate Seal)

Secretary, Connally P. Branch

NORTH CAROLINA
Washington COUNTY

I, Martha W. Hopkins, a Notary Public of the County and State aforesaid, do hereby certify that Connally P. Branch, personally appeared before me this day and acknowledged that he is ✓ Secretary of Wyngate Subdivision Homeowners Association, Inc., a North Carolina Nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its ✓ Secretary.

Witness my hand and Notarial Seal, this the 1 day of June, 2001.

Martha W. Hopkins
Notary Public
My commission expires: July 6, 2003

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NORTH CAROLINA: Pitt County
The foregoing certificate(s) of Martha W. Hopkins

Notary(ies) Public is (are) certified to be correct. Filed for registration at 3:39 o'clock P M. this 15 day of June, 2001

JUDY J. TART, Register of Deeds
By: Deputy Register of Deeds
Assistant/~~Deputy~~ Register of Deeds