

EXHIBIT B

BYLAWS OF
LONDON CREEK CONDOMINIUM
ASSOCIATION, INC.

ARTICLE I

Name, Offices and Fiscal Year

Section 1.1 Name. The name of this organization is Landon Creek Condominium Association, Inc. (hereinafter referred to as the "Association").

Section 1.2 Principal Office and Registered Office. The initial principal office of the Association shall be located at 500 Spring Garden Street, Greensboro, NC 27401. The address of the initial registered office of the Association shall be 500 Spring Garden Street, Greensboro, North Carolina 27401.

Section 1.3 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 1.4 Fiscal Year. The fiscal year of the Association shall be the calendar year.

ARTICLE 2

Purpose

Section 2.1 Purpose. The purpose of the Association is to act on behalf of its members collectively as their governing body with respect to the administration and operation of the Property (as defined in the Declaration of Condominium for Landon Creek Condominium, recorded in the Office of the Register of Deeds for Guilford County, North Carolina), which Property is submitted to condominium ownership pursuant to the provisions of Chapter 47C of the North Carolina General Statutes, the North Carolina Condominium Act, and as such to own and acquire any real estate or interest or rights therein or appurtenant thereto and any and all personal property in connection therewith as may be incidental or necessary to such purpose.

Section 2.2 Definitions. The words, phrases and terms used in these Bylaws shall have the meanings as set forth in the Declaration of Condominium for Landon Creek Condominium, recorded in the Office of the Register of Deeds for Guilford County, North Carolina (the "Declaration").

Section 2.3 Applicability of Bylaws. The provisions of these Bylaws are applicable to the Property and the use and occupancy thereof. The term "Property" as used in these Bylaws shall include the Property and all easements, rights, and appurtenances belonging thereto, and all other property, personal or fixed, intended for use in connection therewith. All present and future Unit Owners, mortgagees including First Mortgagees, lessees and Occupants of any portion of the Property and their employees, and any other persons who may use the facilities of the Property in any manner are subject to the Declarations, these Bylaws and the Rules and Regulations and any amendment to these Bylaws or the Declaration upon the same being approved and recorded in the Declarations. The acceptance of a

deed or conveyance or the entering into of a lease or the act of occupancy of a Unit or any portion of the Property shall constitute an agreement that these Bylaws and the Rules and Regulations and the provisions of the Declaration or other agreements or restrictions to which such Property may be subject as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE 3

Membership

Section 3.1 Qualification. Membership in the Association shall be limited to the Unit Owners, and every Unit Owner shall automatically be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from Unit ownership. Membership in the Association shall inure automatically to Unit Owners upon acquisition of the fee simple title (whether encumbered or not) to any one or more Units. The date of recordation in the Office of the Register of Deeds of Guilford County of the conveyance of the Unit in question shall govern the date of ownership of each particular Unit.

Section 3.2 Unit Ownership. Title to portions of the Property may be taken in the name of an individual, or in the names of two or more persons as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or partnership or association, or in the name of a fiduciary, and the same, collectively if more than the one person or entity, shall be deemed the Unit Owner for the purposes of these Bylaws.

Section 3.3 Place of Meetings. All meetings of the membership shall be held at the Property or at such other suitable place convenient to the Unit Owners as may be designated by Board and stated in the notice of the meeting.

Section 3.4 Annual Meetings. There shall be an annual meeting of the Unit Owners at 7:00 p.m. on the first Monday in April of each year; if not a legal holiday, and if a legal holiday, then at the same time on the next business day following the legal holiday. At such meetings, the Unit Owners shall elect new members to the Board to fill vacancies thereon in accordance with Section 4.4 of these Bylaws, and the Members shall transact such other business as may properly come before them.

Section 3.5 Substitute Annual Meetings. If an Annual Meeting shall not be held on the day designated by these Bylaws, a Substitute Annual Meeting may be called in accordance with the provisions of Section 3.6 and Section 3.7. A meeting so called shall be designated and treated for all purposes as the Annual Meeting.

Section 3.6 Special Meetings. After the first Annual Meeting of the Members, Special Meetings of the Members may be called at any time (i) by the President; (ii) by Unit Owners having at least twenty percent (20%) of the votes in the Association; or (iii) by not less than fifty-one percent (51%) of the Board members. No business shall be transacted at a Special Meeting except as stated in the notice.

Section 3.7 Notice Of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners at least fourteen (14) but not more than fifty (50) days prior to such meeting, stating the time and place where the meeting is to be held and the items on the agenda, including the general nature of any proposed amendment to the Declarations or these Bylaws, any budget changes, and any proposal to remove Board members or officers. The notice shall be hand-delivered or mailed postage prepaid to each Unit Owner of record at such address as such Unit Owner shall have designated by notice in writing to the Secretary. Notice shall be deemed given upon personal delivery or deposit in the United States mail. Notice given to any one tenant in common, tenant by entirety or other joint Unit Owner of a Unit shall be deemed notice to all joint Unit Owners of the subject Unit. Notice shall also be mailed postage prepaid to all First Mortgagees so requesting under the provisions of Article XVII of the Declarations, who may request a representative to attend the meeting of Unit Owners.

Section 3.8 Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners (the "Voting Member"). The Voting Member may be the Unit Owner, or one of a group composed of all of the owners of a Unit or may be some other person designated by such Unit Owners to act as proxy on his or their behalf, and who need not be a Unit Owner. Each Unit Owner or group of owners shall be entitled to one vote for each Unit owned. No votes allocated to a Unit or Units owned by the Association may be cast.

Section 3.9 Waiver of Notice of Meeting. Any Unit Owner may, at any time, waive notice of any meeting of the Association in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Unit Owner at any meeting of the Association shall constitute a waiver by him of the time and place thereof except where a Unit Owner attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called.

Section 3.10 Proxies. Voting 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 terms stated therein or the expiration of twelve (12) months from the date of its execution. Unless a proxy otherwise provides, any proxy holder may appoint in writing a substitute to act in his place. In order to be effective, all proxies must be 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 3.10 except by written notice of revocation delivered to the person presiding over a meeting of the Association. A proxy is void if it is not dated.

Section 3.11 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Unit Owners having at least fifty percent (50%) of the total votes which may be cast for election of the Board shall constitute a quorum at all meetings of the Unit Owners. If any meeting of the Unit Owners cannot be held because a quorum has not attended, a majority in number of those Unit Owners present at such meeting may adjourn the meeting, and at any adjourned meeting the quorum required and shall be reduced by 50% of the original quorum required. At any such reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called and adjourned may be transacted without further notice. The Voting Members at a meeting at which a quorum was present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum.

membership may be taken without a meeting if consent or ratification, in writing, setting forth the action so taken or to be taken shall be signed by all of the persons who would be entitled to vote upon such action at a meeting and such consent is filed with the Secretary of the Association and inserted in the minute book of the Association.

ARTICLE 4

Board

Section 4.1 General Powers. The business, property and affairs of the Association shall be managed by the Board (the "Board") or by such committees as the Board may establish pursuant to these Bylaws. Provided, however, the Board may not act on behalf of the Association to amend the Declaration, to terminate the Condominium, 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 4.2 Number And Qualification. The initial Board shall consist of at least three (3) but no more than five (5) individuals appointed by Declarant whose names are set forth in the Articles of Incorporation of the Association.

Section 4.3 Powers And Duties. The Board shall have the powers and duties necessary or convenient for the administration of the affairs of the Association and Condominium and may do all such acts and things except those which by law or by the Declaration or by these Bylaws may not be delegated to the Board. The powers of the Board shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Property other than the Units.
- (b) Determination of the Common Expenses required for the affairs of the Association.
- (c) Collection of Common Expenses from Unit Owners as herein or in the Declaration provided.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Property.
- (e) Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property. Written notice of such Rules and Regulations shall be

Section 3.12 Majority Vote. The vote of a majority of the Voting Members present at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where by law or in the Declaration or these Bylaws a higher percentage vote is required.

Section 3.13 Actions Without Meeting. Any action which may be taken at a meeting of the

given to all Unit Owners or Occupants, and the Property shall at all times be maintained subject to such Rules and Regulations.

(f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Supervising all officers, agents and employees of the Association and insuring that their duties are properly performed.

(h) 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 N.C.G.S. § 47C-3-116, the imposition of charges for late payment of assessments, and after notice and an opportunity to be heard, levying reasonable fines not to exceed One Hundred and No/100 Dollars (\$100.00) for violations of the Declaration, Bylaws and rules and regulations of the Association.

(i) 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 use of the Common Elements.

(j) Paying all taxes and assessments which are or may become liens against any part of the Condominium, other than the Units, and to assess the same against the Unit Owners in the manner herein provided.

(k) Purchasing or leasing or otherwise acquiring in the name of the Association or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or surrendered by their Unit Owners to the Association.

(l) Purchasing of units at foreclosure or other judicial sales in the name of the Association or its designee, corporate or otherwise, on behalf of all Unit Owners.

(m) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board), or otherwise dealing with units acquired by, and subleasing units leased by the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners.

(n) Organizing corporations to act as designees of the Board in acquiring title to or leasing of units on behalf of all Unit Owners.

(o) Obtaining insurance as required or permitted under the terms of the applicable provisions of these Bylaws or the Declaration.

(p) Making of repairs, additions and improvements to or alterations of the Property other than the Units and repairs to and restoration of the Property other than the units in

accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty or as a result of condemnation of eminent domain proceedings.

(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 the Treasurer of the Association, and countersigned by any member of the Board.

(r) Furnishing certificates setting forth the amounts of unpaid assessments that have been levied upon a Unit to the Unit Owner or Mortgagee of such Unit, or a proposed purchaser or Mortgagee of such Unit, and imposing and collecting reasonable charges therefor.

(s) Exercising any other powers and duties reserved to the Association exercisable by the Board in the Declaration, the Articles of Incorporation, these Bylaws, or the North Carolina Condominium Act.

Section 4.4 Election of Board Members. Except as provided herein, the members of the Board (also referred to as the "Directors") shall be elected at the annual meeting of the Association, and those persons who receive the highest number of votes shall be deemed to have been elected. Notwithstanding anything herein to the contrary, the Board shall consist of three Directors during the period that Declarant is entitled to appoint a majority of the Directors. The Declarant shall have the right to appoint or remove the Directors during the period commencing on the date of the Declaration and terminating on the earlier of the following three (3) dates: (a) within 120 days after the date by which 75% of the Units (including any Units which may be created pursuant to Special Declarant Rights) have been conveyed to Unit purchasers other than Declarant; (b) two years after all Declarants have ceased to offer Units for sale in the ordinary course of business, or (c) two years after any development right to add additional Units under the Act was last exercised.

Within 60 days after conveyance of 25% of the Units (including Units which may be created pursuant to Special Declarant Rights) to Unit Owners other than the Declarant, at least one Director and not less than 25% of the directors of the Board shall be elected by Unit Owners other than the Declarant. Within 60 days after conveyance of 50% of the Units (including Units which may be created pursuant to Special Declarant Rights) to Unit Owners other than the Declarant, not less than 33% of the Directors of the Board shall be elected by Unit Owners other than the Declarant.

The Declarant voluntarily surrender the right to appoint and remove Directors prior to such dates in its sole discretion by causing all or part of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Declarant to elect Directors and assume control of the Association. Provided at least 30 days notice of Declarant's decision to cause its appointees to resign is given to Unit Owners, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Declarant refuse or fail to assume control. Notwithstanding the surrender of the right to appoint and remove Directors, any action that pursuant to the terms of these Bylaws or the Declarations requires Declarant's approval during the

Declarant Control Period, shall continue to require Declarant approval until the expiration of the Declarant Control Period.

The Association shall publish the names and addresses of all officers and Board Members of the Association within thirty (30) days of the election.

Section 4.5 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 concerning the routine management of the condominium. The Board may delegate to such person, firm or entity (the "Manager" or "Independent Manager") such duties and responsibilities in the management of the Property as the Board deems appropriate. Provided, the Board may not delegate to the Independent Manager the complete and total responsibilities and duties of the Association in violation of the North Carolina Nonprofit Corporation Act or the North Carolina Condominium Act. The Board shall have authority to fix the reasonable compensation for the Independent Manager. The Independent Manager shall at all times be answerable to the Board and subject to its direction. Any management agreement for the Condominium shall be terminable by either party without cause and without payment of a termination fee or penalty upon 90 days or more written notice thereof and the terms of such agreement may not exceed one year, renewable by agreement of the parties for successive one year terms. Any management agreement shall be terminable by either party for cause upon the giving of not less than 30 days written notice.

Section 4.6 Term Of Office and Qualification. The term of office of each member of the Board shall be three years. Each member of the Board shall hold office until his successor shall have been elected and qualified. If the number of members of the Board shall at any time be increased, the terms of such additional members shall be fixed so that terms of at least one-third (1/3) but not more than one-half (1/2) of the members of the Board shall expire annually. Nothing herein contained shall be construed to prevent the election of a Director to succeed himself. Each Board member, except those selected by the Declarant pursuant to these Bylaws, shall be one of the Unit Owners or co-owners, provided, however, that in the event a Unit Owner is a corporation, partnership trust or other legal entity other than a natural person or persons, then an officer or director of such corporation, partner of such partnership, beneficiary of such trust or manager of such other legal entity shall be eligible to serve as a member of the Board.

Section 4.7 Removal. At any regular or special meeting of Unit Owners at which a quorum is present, any one or more of the members of the Board may be removed with or without cause by a vote of at least 67% of all Voting Members present and titled to vote, other than members of the Board appointed by the Declarant, who may be removed only with the prior written consent of the Declarant. Provided, the notice of the meeting must state that the question of such removal will be acted upon at the subject meeting. If any members of the Board are so removed, their successors as Board members may be elected by the membership at the same meeting to fill unexpired terms of the Board members so removed. Any member of the Board whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

Section 4.8 Resignation. Any Board member may resign at any time, by sending a written notice of such resignation to the Association delivered to the Secretary thereof. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary.

Section 4.9 Vacancies. Vacancies on the Board caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, provided that there is a quorum of the then remaining members present at such meeting. Each person so elected shall be a member of the Board for the remainder of the term of his predecessor and until a successor shall be elected at the next annual meeting of the Unit Owners. In the event that Declarant, in accordance with these Bylaws, selects any person to serve on the Board, Declarant shall have the absolute right at any time, in its sole discretion, to replace such person with another person to serve on the Board. Replacement of any person designated by the Declarant to serve on the Board shall be made by written instrument to any officer of the Association.

Section 4.10 Chairperson. A member of the Board shall be elected as Chairperson of the Board by the Board members at the first meeting of the Board. The Chairperson shall preside at all meetings of the Board and perform such other duties as may be directed by the Board. Prior to the election of a Chairperson and/or in the event that the Chairperson is not present at any meeting of the Board, the President shall preside.

Section 4.11 Compensation. No member of the Board shall receive any stated salary or fixed fee for their services but, by resolution of the Board, shall be reimbursed for their reasonable expenses incurred in attendance at regular and special meetings of the Board. Members of the Board shall be reimbursed for all expenditures made by them on behalf of the Association or the Board. All such reimbursements shall be deemed part of the common expenses and as such shall be subject to the review of the Unit Owners.

Section 4.12 Loans to Board Members and Officers. No loans shall be made by the Association to its Board members or officers. The Board members who vote for or assent to the making of a loan to an 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 4.13 Meetings of the Board.

(a) Regular Meetings. The first meeting of the initial Board designated by the Declarant shall be held at such time as Declarant shall determine, but in no event later than one year from the date of incorporation of the Association. Thereafter, regular meetings shall be held, without notice, at such hour and address as may be fixed from time to time by resolution of the Board. Should any such 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. At regular intervals, the Board shall provide Unit Owners an opportunity to attend a portion of the Board Meeting and speak to the Board about their issues and concerns. The Board may place reasonable restrictions on the number of persons who speak on each side of an issue and may place reasonable time restrictions on persons who speak.

(b) Special Meetings. Special meetings shall be held when called by the President of the Association, or by any two Board members, after not less than three (3) or more than thirty (30) days written notice to each member of the Board.

(c) Notices of Special Meetings. The notice provided for herein may be waived by written instrument signed by those Board members who do not receive said notice. Except to the extent otherwise required by law, the purpose of a Board members' special meeting need not be stated in the notice. Notices shall be deemed received upon the happening of any one of the following events: (i) one day following deposit of the same in the United States mail with proper postage paid and addressed to the Board member at his last known address on file with the Association; (ii) deposit of same in his Unit mail box; or (iii) delivery to the Board member. Attendance by an Board member at a meeting shall constitute a waiver of notice of such meeting unless the subject Board member gives a written statement at the meeting to the person presiding objecting to the transaction of any business because the meeting is not lawfully called and gives such notice prior to the vote on any resolution.

(d) Approved Meeting Place. All Board meetings shall be held in Guilford County or Forsyth County, North Carolina.

(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 quorum is present shall be regarded as the act or decision of the Board.

(f) Minutes. The Board shall keep minutes of its proceedings, which shall be available for inspection by the Unit Owners during reasonable business hours.

Section 4.14 Action Without Meeting. The members of the Board 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 members of the Board. Any such action or authorization shall have the same force and effect as if taken or authorized 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 4.15 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 member of the Board who voted in favor of such action.

Section 4.16 Fidelity Bonds. The Board shall obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a common expense.

ARTICLE 5

Committees

Section 5.1 Creation. The Board, by resolutions adopted by a majority of the number of Board members then holding office, may create such committees as they deem necessary and appropriate in aiding the Board to carry out its duties and responsibilities with respect to the management of the Condominium. Each committee so created shall have such authorities and responsibilities as the Board members deem appropriate and as set forth in the resolutions creating such committee. The Board shall elect the members of each such committee. Provided, each committee shall have in its membership at least one (1) officer or one (1) member of the Board.

Section 5.2 Vacancy. Any vacancy occurring on a committee shall be filled by a majority of the number of Board members then holding office at a regular or special meeting of the Board.

Section 5.3 Removal. 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.

Section 5.4 Minutes. Each committee shall keep regular minutes of its proceedings and report the same to the Board when required.

Section 5.5 Responsibility of Board Members. The designation of committees and the delegation thereto of authority shall not operate to relieve the Board or any member thereof of any responsibility or liability imposed upon it or him by law.

If action taken by a committee is not thereafter formally considered by the Board, a member of the Board may dissent from such action by filing his written objection with the Secretary with reasonable promptness after learning of such action.

ARTICLE 6

Officers

Section 6.1 Designation. The officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer and such assistants to such officers and such other officers as the Board may deem necessary from time to time, all of whom shall hold office at the pleasure of the Board. The President, Vice President, Secretary and Treasurer shall be elected from among the Board, and all other officers, if any, need only be a Unit Owner. The officers elected by the initial Board are not required to be Unit Owners.

Section 6.2 Election and Term. The officers of the Association shall be elected annually by the Board at its Annual Meeting. Each officer shall hold office for a period of one year, or until his death, resignation, removal or until his successor is elected and qualified.

Section 6.3 Removal. Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any annual meeting of the Board or at any special meeting of the Board called for such purpose.

Section 6.4 Vacancy. A vacancy in any office may be filled by the election by the Board of a successor to such office. Such election may be held at any meeting of the Board. The officer elected to such vacancy shall serve for the remaining term of the officer he replaces.

Section 6.5 Multiple Offices. The person holding the office of President shall not also hold the office of Secretary or Treasurer at the same time. Any other offices may be simultaneously held by one person.

Section 6.6 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Unit Owners. In the absence of an elected Chairperson, he shall preside at all meetings of the Board. He shall have all of the general powers and duties which are incident to the office of president of a corporation organized under Chapter 55A of the North Carolina General Statutes in the supervision and control of the management of the Association in accordance with these Bylaws.

Section 6.7 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President or Vice President is able to act, the Board shall appoint some other member of the Board to act in place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board or which shall be delegated to him by the President.

Section 6.8 Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners; keep records of Unit Ownership, each Unit Owner's vote total and the total authorized vote; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of secretary of a corporation organized under Chapter 55A of the North Carolina General Statutes.

Section 6.9 Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board, or the Independent Manager, in such depositories as may from time to time be designated by the Board, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under Chapter 55A of the North Carolina General Statutes.

Section 6.10 Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any two officers of the Association or by such other person or persons as may be designated by the Board.

Section 6.11 Compensation. Officers shall not be compensated on a regular basis for the usual and ordinary services rendered to the Association incident to the offices held by such officers. The

Board may, however, with a unanimous vote, compensate any officer or officers who render unusual and extraordinary services to the Association beyond that called for to be rendered by such person or persons on a regular basis. Officers shall be reimbursed for all expenditures made by them on behalf of the Association. All such reimbursements shall be deemed part of the common expenses and as such shall be subject to the review of the Unit Owners.

Section 6.12 Indemnification. 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.

ARTICLE 7

Operation of the Property

Section 7.1 Determination of Common Expenses and Fixing of Common Charges. The Board shall, from time to time, and at least annually, prepare or cause to be prepared a budget for the Association based on an estimation of expenses, income and establishment of necessary reserves for the following year. The Common Expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance to be or which have been obtained by the Board pursuant to the provisions hereof. The Common Expenses shall also include any payments to be made to members of the Board and Officers paid in accordance with the provisions hereof. The Common Expenses shall also include such amounts as the Board may deem proper for the operation and maintenance of the Property, including without limitation, an amount for working capital of the Association, for a general operating reserve, for a reserve fund for replacements, a Capital Improvement Fund, and to make up for any deficit in income against expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Association or its designee, corporate or otherwise, on behalf of all Unit Owners, of any unit in accordance with the provisions of these Bylaws including any unit which is to be sold at a foreclosure or other judicial sale.

Within 30 days after adoption of a proposed budget by the Board, the Board shall furnish a summary of such budget to each Unit Owner and to his Mortgagee and shall give notice of a date for a meeting of the Unit Owners to consider ratification of the budget not less than 14 nor more than 30 days after mailing of the summary and notice. Notwithstanding anything herein to the contrary, a quorum is not required at the meeting to ratify the budget. The budget is ratified unless at the meeting a majority of all the Unit Owners, whether or not present at the meeting, votes to reject the budget. In the event the proposed budget is rejected, the periodic budget last ratified shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board. Until a new annual budget is sent to each Unit Owner by the Board, each Unit Owner shall continue to pay that amount which had been established on the basis of the previous budget. If at any time the Board shall deem the amount of the total Unit Owners' common charges to be inadequate by reason of its revision in its estimate of either expenses or income, the Board shall prepare and cause to be delivered to the Unit Owners a revised annual budget for the balance of the year and thereafter common charges shall be determined and paid on the basis of such revision.

Section 7.2 Payment Of Common Expenses. All Unit Owners shall be obligated to pay (a) Annual Assessments of Common Expenses assessed by the Board pursuant to the provisions of Section 7.1; (b) special assessments to be established and collected as provided herein, and (c) specific assessments against any Unit which are established pursuant to the terms of these Bylaws. Annual Assessments shall be due and payable in monthly installments on the first day of every month. A late payment charge in an amount to be determined by the Board shall be assessed for any installment not paid within ten (10) days of the date when due. Any installment not paid during the month in which it is due shall be subject to the late payment charge and shall accrue interest as provided in Section 7.6, and shall constitute a lien on the Unit as provided in Section 7.7.

No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of the Declaration and applicable restrictions of record) of such Unit, together with his interest in the Common Elements (and Limited Common Elements, if any). A purchaser of a Unit shall be jointly and severally liable with the seller for the payment of Assessments assessed against such Unit prior to the acquisition by the purchaser of such Unit only if the purchaser expressly assumes such obligation in writing; provided, however, the lien assessed against such Unit shall remain in full force and effect. Any such purchaser shall be entitled to a statement from the Board setting forth the amount of the unpaid Assessments against the seller, and the Unit conveyed shall not be subject to a lien for any unpaid assessments in excess of the amount shown on the statement. Provided, however, that an Institutional Lender or other purchaser of a Unit at a foreclosure sale of such Unit or an Institutional Lender who takes a deed in lieu of foreclosure shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Expenses assessed prior to the foreclosure sale or deed in lieu of foreclosure. Such unpaid Common Expenses shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such purchaser, his successors and assigns.

Section 7.3 Special Assessments. The Association may levy Special Assessments for Common Expenses not covered by the Annual Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two thirds of the Voting Members at a meeting duly called for this purpose. Such Special Assessments shall be charged to the Units according to their Allocated Interests in the Common Elements. In addition, the Board may levy Special Assessments against one or more, but less than all, of the Units to cover repairs or maintenance for which such Unit Owner or Unit Owners are responsible and which they have failed to make, or for repairs or maintenance required of a Unit Owner or Unit Owners which impair the value of the Common Elements or the Unit or Units, or expenses which are incurred in the abatement of or as a result of a violation by a Unit Owner or Owners of the provisions of the Declaration, the Bylaws or the Rules and Regulations, or for fines levied for said violations, or where the Board of purchased a Unit on behalf of one or more Unit Owners. The period of assessment and manner of payment of such assessment shall be determined by the Board.

Section 7.4 Collection Of Common Expenses. The Board shall assess Common Expenses against the Unit Owners from time to time, at least annually, and shall take prompt action to collect charges due from any Unit Owner which remain unpaid for more than thirty (30) days from the date due for payment thereof.

The Board shall notify First Mortgagees pursuant to the provisions of the Declarations of any amount assessed pursuant to these Bylaws that remains unpaid for more than 60 days from its due date and in any other case where the Unit Owner is in default with respect to the performance of any obligation hereunder for a period in excess of 60 days.

Section 7.5 Default in Payment of Assessment. In the event of default by any Unit Owner in paying to the Board any amounts assessed by the Board, such Unit Owner shall be obligated to pay a late payment charge not to exceed the greater of twenty dollars (\$20.00) per month or ten percent (10%) of any unpaid assessment, and interest at the rate of eighteen (18%) on such amounts from their due date; together with all costs, expenses, fees (including service fees, collection fees, administrative fees and costs and consulting fees) including attorneys' fees (as permitted by law), incurred by the Board in collecting such unpaid sums. If a Unit Owner shall be in default in payment of an installment of an Assessment, including but not limited to, the monthly installment based on the annual budget, the Board may accelerate the remaining installments upon ten days' written notice to such Unit Owner, whereupon the entire unpaid balance of such Assessment shall become due upon the date stated in such notice.

The Board may appoint an Adjudicatory Panel composed of five (5) Unit Owners, which shall be composed of Unit Owners who are not officers or members of the Board. The Adjudicatory Panel or the Board shall have the authority to levy fines not to exceed One Hundred Dollars (\$100.00) per violation for each violation of the Declaration, these Bylaws, or any Rules and Regulations enacted by the Board and without further hearing for each day more than five (5) days after the decision that the violation occurs. Prior to the imposition of any such fine, the Adjudicatory Panel shall send to the defaulting Unit Owner written notice of the charge and proposed fine and notice of the date, time and location for a hearing before the Adjudicatory Panel at which time the defaulting Unit Owner and the panel may present evidence. The notice of hearing shall be delivered personally or sent by certified mail before the hearing date. The Adjudicatory Panel shall provide the defaulting Unit Owner written notice of its decision once it is reached. The fine shall be an assessment secured by a lien under Section 47C-3-116 of the Act.

In the event that the Board or Adjudicatory Panel hearing the evidence regarding a charge or violation determines that a suspension of condominium privileges should be imposed, the suspension may be continued without further hearings until the violation or delinquency is cured. A Unit Owner may appeal a decision of the Adjudicatory Panel to the full Board by delivering written notice of appeal to the Board within fifteen (15) days after the date of the decision. The Board may affirm, vacate or modify the decision of the Adjudicatory Panel.

Section 7.6 Lien and Personal Obligation. Each Assessment provided for in this Article, together with late payment charges, interest and expenses, including attorneys' fees (as permitted by law), shall be a charge on and a continuing lien upon the Unit against which the Assessment is made

when a notice of such lien has been filed of record in the office the Clerk of Superior Court of Guilford County, North Carolina, in the manner provided by Article 8, Chapter 44, of the North Carolina General Statutes, provided such notice of lien shall not be recorded until such sums assessed remain unpaid for a period of 30 days after the same shall become due. Said notice of lien shall also secure all Assessments against the Unit becoming due thereafter until the lien has been satisfied. Said lien may be foreclosed in the manner as a deed of trust on real property. In addition, each Unit Owner shall be personally liable for any Assessment against his Unit becoming due and payable while he is the Owner of such Unit.

Section 7.7 Priority of Assessment Lien. The lien of the Assessments provided for in this Article shall be prior and superior to all other liens except (a) ad valorem taxes and (b) all sums unpaid on deeds of trust, mortgages or other encumbrances against the Unit prior to the docketing of the Assessment lien. The sale or transfer of any Unit shall not affect the Assessment lien against such Unit. Provided, however, the sale of a Unit pursuant to the foreclosure sale or execution sale instituted by a superior lien holder or conveyance to Mortgagees by deed in lieu of foreclosure shall extinguish the inferior Assessment lien against the subject Unit but no such sale or transfer shall relieve each Unit from liability for any Assessments thereafter becoming due or for any future lien in connection therewith. The Association shall share in the excess, if any, realized by the sale of any Unit pursuant to a foreclosure or action instituted by a superior lien holder, to the extent of its lien.

Section 7.8 Owners Non-Use. No Unit Owner may exempt himself from liability for Assessments and his other obligations to the Association by waiver of the use or enjoyment of any portion of the Common Elements or by the abandonment or sale of his Unit.

Section 7.9 Foreclosure of Liens for Unpaid Assessments. The Board, acting on behalf of the Association, or on behalf of any one or more individual Unit Owners, if so instructed, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same, subject, however, to applicable restrictions of record. A suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosure or waiver of the Assessment lien. Where an institutional lender or the purchaser of a Unit obtains title to the Unit as a result of foreclosure of a mortgage, such purchaser, its successors and assigns, shall not be liable for the share of the Common Expenses or Assessments by the Board chargeable to such Unit which became due prior to the acquisition of title to such Unit by such purchaser. Such unpaid share of Common Expenses or Assessments shall be deemed to be a common Expense collectible from all Unit Owners, including such purchaser, its successors and assigns.

Section 7.10 Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board, the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in these Bylaws: (a) to enter the Unit in which, or as to which, such violation or breach exists, and to make any repairs, and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition which may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass, but no items of construction shall be altered or demolished pursuant to this authority before judicial proceedings are instituted; (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law

or in equity, at the expense of the defaulting Unit Owner, the continuance of any such breach; (c) in any case of flagrant or repeated violation by a Unit Owner, to require such Unit Owner to give sufficient sureties for his future compliance with such Condominium documents; or (d) after notice and an opportunity to be heard, to levy reasonable assessments and fines in accordance with Sections 47C-3-107 and 47C-3-107.1 of the Act for such violations. The failure of the Board of Adjudicatory Panel to so act with respect to any such violation or breach shall not be deemed a waiver of the Board's or Adjudicatory Panel's right to act with respect to the same or any other breach.

Section 7.11 Foreclosure Of Liens for Unpaid Common Charges. In any action brought by the Board to foreclose a lien on a unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 7.12 Statement Of Common Charges. The Board shall promptly provide any Unit Owner so requesting the same in writing with a written statement of all unpaid Common Expenses due from such Unit Owner.

Section 7.13 Maintenance And Repair.

(a) All maintenance of and repairs to any Unit or the appurtenances thereto, structural or non-structural, ordinary or extraordinary including but not limited to maintenance, repair, or replacement of components of the heating and air conditioning unit, bathroom and kitchen fixtures and appliances, doors, floors, ceilings, carpeting and other items within the Units (other than maintenance of and repairs to any Common Elements and facilities contained therein or appurtenant thereto and not necessitated by the negligence, misuse or neglect of the owner of such Unit) shall be made by the Unit Owner of such Unit. Each Unit Owner shall clean the Limited Common Elements appurtenant to his Unit and replace all light bulbs in fixtures (if any) located in such Limited Common Elements. Each Unit Owner shall be responsible for all damages to any and all Units and/or to the Common Elements and facilities caused by him or that his failure to maintain and repair his Unit may engender. Should any Unit Owner fail to so maintain and repair his Unit and such failure results in a condition hazardous to the health and safety of the occupants of the Property or the structural integrity thereof, or in case of emergency, the Board may make any and all necessary repairs and any costs or expenses thereby incurred shall be charged to such Unit Owner and shall be deemed a common charge against his Unit subject to the lien provided in this Article 7.

(b) All maintenance, repairs and replacements to the Common Elements and facilities, and to the Limited Common Elements and facilities, whether located inside or outside of the Units, shall be made by the Board and shall be charged to all Unit Owners as a Common Expense, unless such maintenance, repair, or replacement is necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit

Owner and shall be deemed a Common Expense against his Unit subject to the lien provided in this Article 7.

Section 7.14 Restriction on Use of Units. In order to provide for congenial occupancy of the Property and for the protection of the value of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) The Units shall be used for residences only by the owner or owners thereof, their families, guests and invitees and for such other uses as set forth in the Declaration.

(b) The Common Elements and facilities shall be used only for the furnishing of the services and facilities for which they are reasonably intended and which are customarily incident to the use and occupancy of the Units.

(c) No nuisances shall be allowed on the Property, nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(d) No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning laws and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be corrected, by and at the sole expense of the Unit Owners or the Board, whichever shall have the obligation to maintain or repair such portion of the Property.

Section 7.15 Additions, Alterations or Improvements By Board. Whenever in the judgment of the Board the Common Elements and facilities shall require additions, alterations or improvements costing in excess of \$50,000.00 and there are not adequate reserves established to pay for such work without assessing additional common charges against the Unit Owners, the Board shall proceed with such additions, alterations and improvements and shall assess all Unit Owners for the costs thereof as a Common Expense, subject to the provisions of Sections 7.3 above. Any additions, alterations or improvements costing \$50,000.00 or less, or where there are adequate reserves established to pay for such work, may be made by the Board without approval of Unit Owners or any mortgagees of Units and the cost thereof shall constitute part of the Common Expenses or shall be charged against appropriate reserve accounts, if any, as the Board may determine.

Section 7.16 Additions, Alterations Or Improvements By Unit Owners. No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit or do any exterior painting or make any exterior alteration or addition (including awnings, grills, etc.) without the prior written consent thereto by the Board. The Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Owner's Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board only, without, however, incurring any liability on the part of the Board or

any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

Section 7.17 Use Of Common Elements And Facilities. A Unit Owner shall not place or cause to be placed in the stairways or other Common Elements or facilities, including the limited Common Elements and facilities, other than the areas designated as storage areas, any furniture, packages, or objects of any kind. The entry passages, stairways, entry bridges, etc. shall be used for no-purpose other than for normal transit through them.

Section 7.18 Right Of Access. Each Unit Owner hereby grants a right of access to his unit to the Manager and/or any other person authorized by the Board for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or a Common Area or facility, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements or facilities in his Unit or elsewhere, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 7.19 Rules And Regulations. Rules and Regulations concerning the use of the Units and the Common Elements and facilities may be promulgated, amended and supplemented from time to time by the vote of two-thirds (2/3) of the members of the Board. Copies of such Rules and Regulations shall be furnished by the Board to each Unit Owner prior to the time when the same shall become effective.

Section 7.20 Conveyance or Encumbrances of Common Elements. All or a portion of the Common Elements may be conveyed or subjected to a security interest by the Association in accordance with the provisions of Section 47C-3-112 of the Act.

Section 7.21 Nonwaiver of Remedies.

(a) The failure of the Association or any Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or the Unit Owner to enforce such right, provision, covenant or condition in the future.

(b) The failure of Declarant to enforce any right, privilege, covenant or condition which may be granted to it by the Condominium Documents shall not constitute a waiver of the right of Declarant to thereafter enforce such right provision, covenant or condition in the future.

(c) The failure of a mortgagee to enforce any right, provision, privilege, covenant or condition which may be granted to it or them by the Condominium Documents shall not constitute a waiver of the right of said party or parties to thereafter enforce such right, privilege, covenant or condition in the future.

ARTICLE 8

Mortgages

Section 8.1 Notice Of Board. A Unit Owner who mortgages his Unit shall notify the Board of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board. The Board shall maintain such information in a book entitled "Mortgages of Units."

Section 8.2 Notice Of Unpaid Common Charges. The Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from or any other default by the Owner of the mortgaged Unit.

Section 8.3 Notice Of Default. The Board, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board.

ARTICLE 9

Sales and Transfers of Interest of Units

Section 9.1 Severance Of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Allocated Interests, it being the intention hereof to prevent any severance of such combined ownership. For the purpose of these Bylaws, the "Allocated Interests" shall mean, collectively (i) the Unit Owner's undivided interest, if any, in the Common Elements and facilities appurtenant to and necessary for the operation of the Unit as determined in accordance with the North Carolina Condominium Act; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Board or its designee on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Association. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 9.2 Sale To Board. A Unit Owner may, subject to mutual agreement of the parties, and subject to the provisions of this Article, sell his Unit to the Association, or its designee. Any such purchase by the Association or any other purchase or lease of any Unit by the Association in accordance with the provisions of these Bylaws, including the purchase of a Unit which is to be sold at a foreclosure or other judicial sale, shall have the prior approval of Unit Owners holding at least two-thirds (2/3) of the total authorized vote, cast in person or by proxy in accordance with these Bylaws.

Section 9.3 Financing Of Purchased Units By Board. Acquisition of Units by the Board, or its designee, on behalf of all Unit Owners, may be made from the working capital and common charges in the hands of the Board, or if such funds are insufficient the Board may levy an assessment against each Unit Owner in proportion to his ownership in the Common Elements and facilities as a common charge, which assessment shall be enforceable in the same manner as provided herein for other common charges and subject to the lien for nonpayment thereof, or the Board, in its discretion, may borrow money to finance the acquisition of such units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the units, together with the Allocated Interests, so to be acquired by the Board.

Section 9.4 Waiver Of Right Of Partition With Respect To Such Units As Are Acquired By The Board, Or Its Designee, On Behalf Of All Unit Owners, As Tenants In Common. In the event that a Unit shall be acquired by the Association, or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such unit.

Section 9.5 Gifts And Devises. Any Unit Owner shall be free to convey or transfer his unit by gift, or to devise his Unit by will, or to pass the same by intestacy, without restriction.

Section 9.6 Payment Of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate or sell his unit unless and until he shall have paid in full to the Board all unpaid common charges theretofore assessed by the Board against his unit and until he shall have satisfied all unpaid liens against such unit, except permitted mortgages. Notwithstanding the foregoing, a Unit Owner may convey or sell his unit, subject to all other provisions of these Bylaws, to a purchaser who in writing assumes all unpaid common charges and who agrees to take such unit subject to all unpaid liens against same or in accordance with the provisions of Article 7 hereof.

ARTICLE 10

Condemnation

In the event of a taking on condemnation or by eminent domain of a part or all of the Common Elements and facilities, the award made for such taking shall be payable to the Board which shall disburse the proceeds of such award as provided in the Declaration.

ARTICLE 11

Records

The Board shall keep or cause to be kept detailed records of the actions of the Board, minutes of the meetings of Unit Owners and minutes of meeting of the Board, and financial records and books of account of the Association, including a listing of receipts and expenditures and a listing of assets and liabilities, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of common charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. The Association shall make an annual income and expense

statement and balance sheet available to all Unit Owners at no charge and within seventy-five (75) days after the close of the fiscal year to which the information relates. The Board shall also cause such books and records to be audited at least annually by an independent auditor and furnish a copy of such audit report to all Unit Owners within one hundred twenty (120) days of the Association's fiscal year end. Each Unit Owner, a Unit Owner's authorized agent, and each mortgagee of a Unit shall be permitted to examine the books of account of the Association at the place such records are maintained during regular business hours on not less than 24 hours advance notice, but not more often than once in each quarter.

ARTICLE 12

Amendments to Bylaws

12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one third of the members of the Association. Directors and members of the Association not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be by not less than a majority of the votes of members of the Association represented at a meeting at which a quorum has been attained.

12.3 Limitation. No amendment may be adopted which would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant or Eligible Mortgage Holders without the consent of said Declarant and Eligible Mortgage Holder in each instance. No amendment shall be made that is in conflict with the Articles of Incorporation of the Association or Declaration without satisfaction of the requirements therein contained. So long as the Declarant controls the Association and the Federal Housing Administration (FHA) holds or insures any First Mortgage on a Unit, the Federal Housing Administration (FHA) shall have the right to veto any amendment to the Bylaws. No amendment to this Section shall be valid.

12.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration and Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Declarant alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Declarant. The amendment shall be effective when the certificate and a copy of amendment is recorded in the Office of the Register of Deeds for Guilford County, North Carolina.

ARTICLE 13

Architectural Control

No building, fence, or other structure shall be commenced or maintained upon the Common Elements, including the Limited Common Elements, nor shall any exterior addition, change or alteration therein be made until plans and specifications showing the nature, kind, shape, height, materials, and location of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structure and topography by the Board of the Association or by any architectural committee appointed by the Board. All structures shall be of standard design employed by Declarant in the original construction of such amenities in the Condominium project. In the event the Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article XIII shall be deemed to have been fully complied with. Provided that nothing herein contained shall be construed to permit interference with the development of the Condominium property by the Declarant.

ARTICLE 14

Execution of Instruments and Seal

Section 14.1 Execution Of Instruments. All instruments of the Association shall be executed under the seal by such officer or officers as the Board may designate, or may be otherwise authorized.

Section 14.2 Seal. The seal of the Association shall contain the name of the Association, the word "Seal", year of incorporation and such other words and figures as desired by the Board.

ARTICLE 15

Conflicts

These Bylaws are set forth to comply with the provisions of the North Carolina Condominium Act. In case any of these Bylaws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

ARTICLE 16

Miscellaneous

Section 16.1 Insurance Trustee. The Insurance Trustee, if any, shall be a bank (including a national banking association) qualified to do business in the State of North Carolina and so designated by the Board. The Board shall pay the fees and disbursements of any Insurance Trustee.

Section 16.2 Ad Valorem Taxes. Each Unit shall be deemed to be a separate parcel and shall be separately assessed and taxed. Each Unit Owner shall be liable solely for the amount of tax assessed against his Unit and shall not be affected by the consequences resulting from the tax delinquency of other Unit Owners. All tangible personal property owned by the Association in connection with the maintenance, upkeep and repair of the Common Elements shall be listed for said taxes in the name of and paid by the Association. Each Unit Owner is also responsible for his prorate share of taxes assessed on his portion of the Common Elements, if any.

Section 16.3 Notices. All notices hereunder shall be sent by registered or certified mail to the Board c/o the Independent Manager, or if there is no Independent Manager, to the office of the Board, or to such other address as the Board may designate from time to time by notice in writing to all Unit Owners and to all mortgagees of units. All notices to any Unit Owner shall be sent by registered or certified mail to such address as may have been designated by him from time to time, by notice in writing, to the Board and in the absence of such notice, to the unit at the Property. All notices to mortgagees of units shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, by notice in writing, to the Board. All notices shall be deemed to have been given when mailed, except notices of changes of address which shall be deemed to have been given when received.

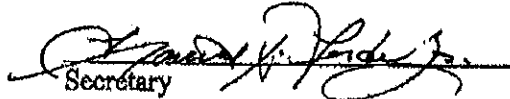
Section 16.4 Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 16.5 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

Section 16.6 Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of singular shall be deemed to include the plural, whenever the context so requires.

Section 16.7 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation effective as of the 18th day of SEPTEMBER, 2008.


Secretary

APPROVED:

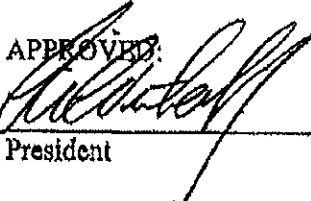

President

EXHIBIT C TO DECLARATION

Flat and Plans

Exhibit C

44-11611-92

DEVELOPER: **ELLERRE INC.**

CITY ENGINEERING AND SURVEYING, INC., 440 TOWN SQUARE, HIGH POINT, NORTH CAROLINA 27033

CONDOMINIUM PLAT BOOK PAGE

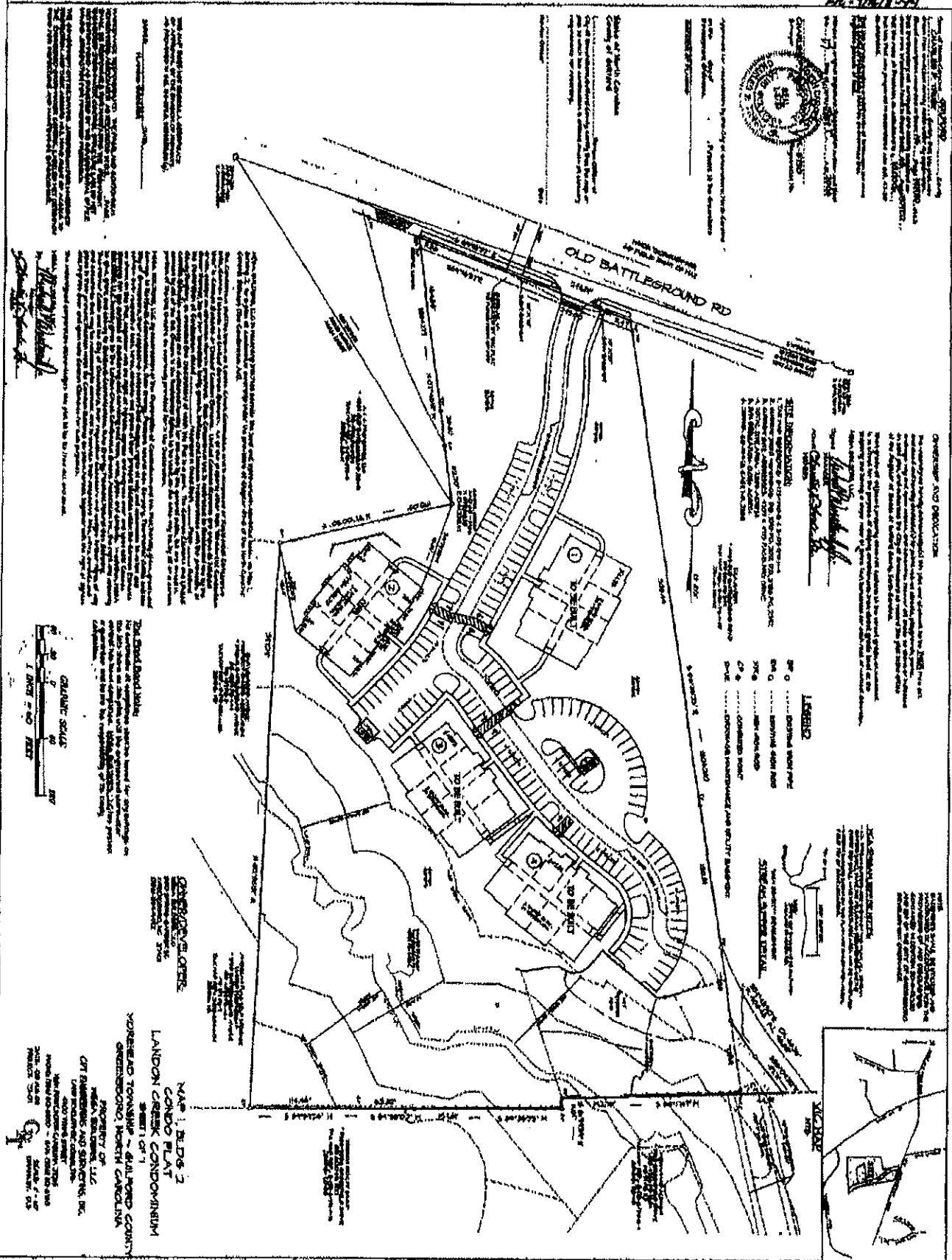


Exhibit C (cont.)

DEVELOPER - **THE POKER**

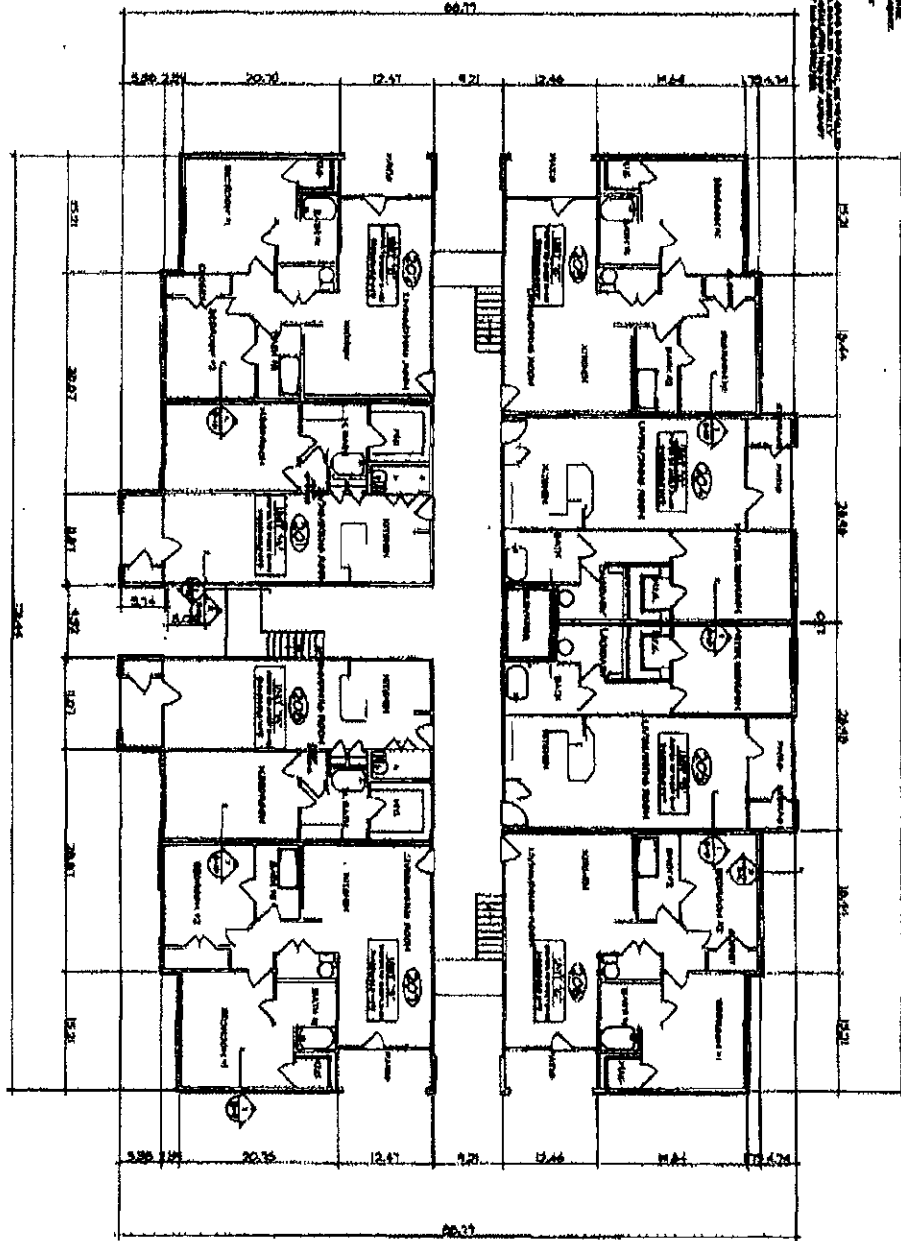
377 BISHOPSBANK AND SHERWOOD, INC. 440 THIRD STREET, WASH. POINT, NORTH CAROLINA 27855

CONDOMINIUM FLOOR PLAN

PAGE

UNIT A = 872.2 SQ. FT.
UNIT B = 872.2 SQ. FT.
UNIT C = 872.2 SQ. FT.
UNIT D = 872.2 SQ. FT.

LEGEND
1. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.



OWNER/DEVELOPER
377 BISHOPSBANK AND SHERWOOD, INC.
440 THIRD STREET
WASH. POINT, NORTH CAROLINA 27855

OWNER/DEVELOPER
377 BISHOPSBANK AND SHERWOOD, INC.
440 THIRD STREET
WASH. POINT, NORTH CAROLINA 27855



CONDO FLOOR PLAN
LONDON CREEK CONDOMINIUM
SHEET 3 OF 3
PROPERTY OF
Y-SEA BUILDINGS, LLC
377 BISHOPSBANK AND SHERWOOD, INC.
440 THIRD STREET
WASH. POINT, NORTH CAROLINA 27855

Exhibit C (cont.)

DEVELOPER: OPI DEVELOPERS AND ARCHITECTS, INC., 440 TRINE STREET, NASH FORT, NORTH CAROLINA 27854

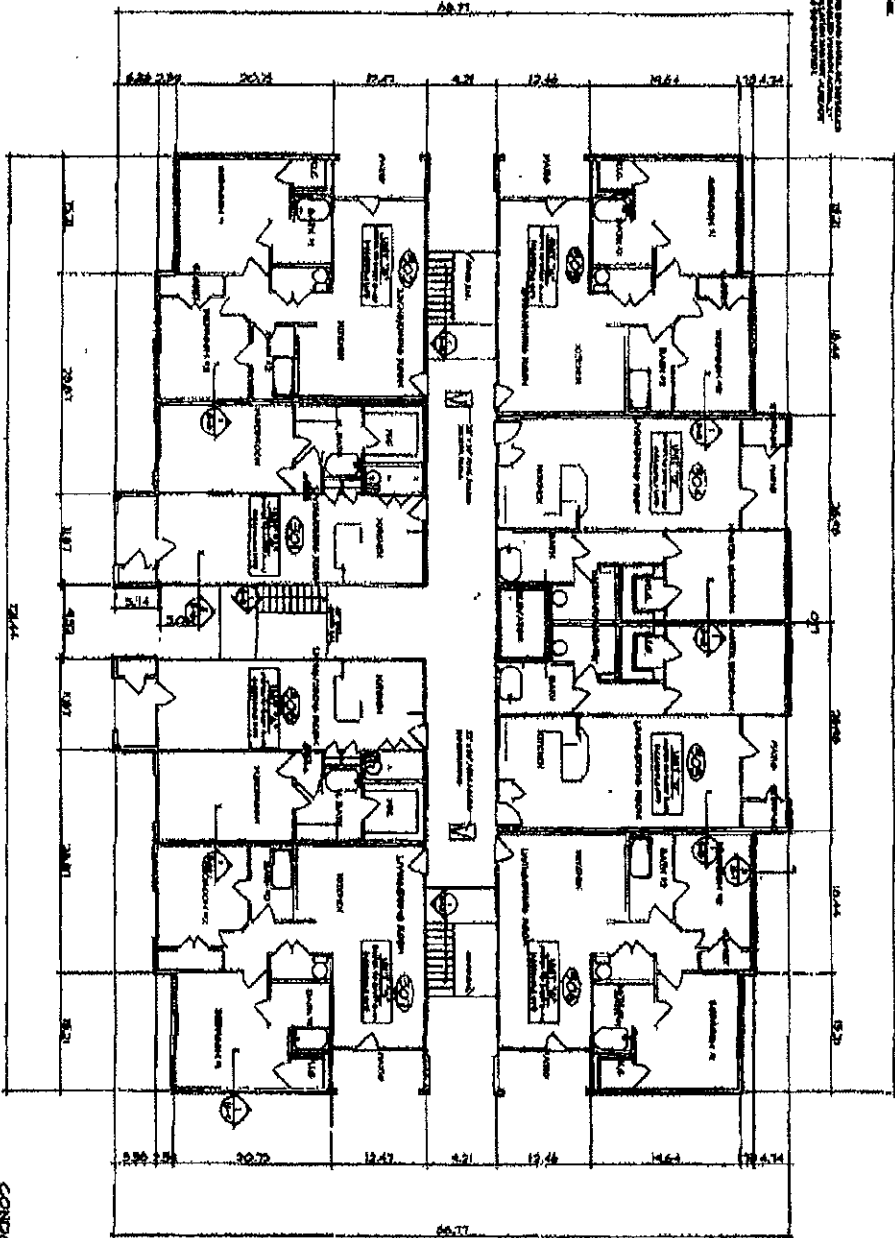
CONDOMINIUM FLAT BOOK

PAGE

LEGEND

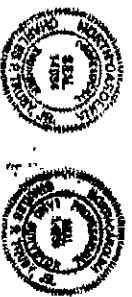
- 1. UNIT NUMBER
- 2. UNIT AREA
- 3. UNIT TYPE
- 4. UNIT PRICE
- 5. UNIT STATUS
- 6. UNIT FINISHES
- 7. UNIT EQUIPMENT
- 8. UNIT FURNITURE
- 9. UNIT APPLIANCES
- 10. UNIT ACCESSORIES
- 11. UNIT UTILITIES
- 12. UNIT STORAGE
- 13. UNIT BALCONY
- 14. UNIT PATIO
- 15. UNIT GARAGE
- 16. UNIT DRIVEWAY
- 17. UNIT DRIVE
- 18. UNIT DRIVEWAY DRIVE
- 19. UNIT DRIVEWAY DRIVE DRIVE
- 20. UNIT DRIVEWAY DRIVE DRIVE DRIVE

UNIT A = 3012 SQ. FT.
 UNIT B = 4004 SQ. FT.
 UNIT C = 4863 SQ. FT.
 UNIT D = 5715 SQ. FT.



OWNER/DEVELOPER:
 OPI DEVELOPERS AND ARCHITECTS, INC.
 440 TRINE STREET, NASH FORT, NC 27854
 PHONE: (704) 781-1111
 FAX: (704) 781-1112

CONDO FLAT BOOK
 SHEET NO. 1
 SCALE: 1/4" = 1'-0"



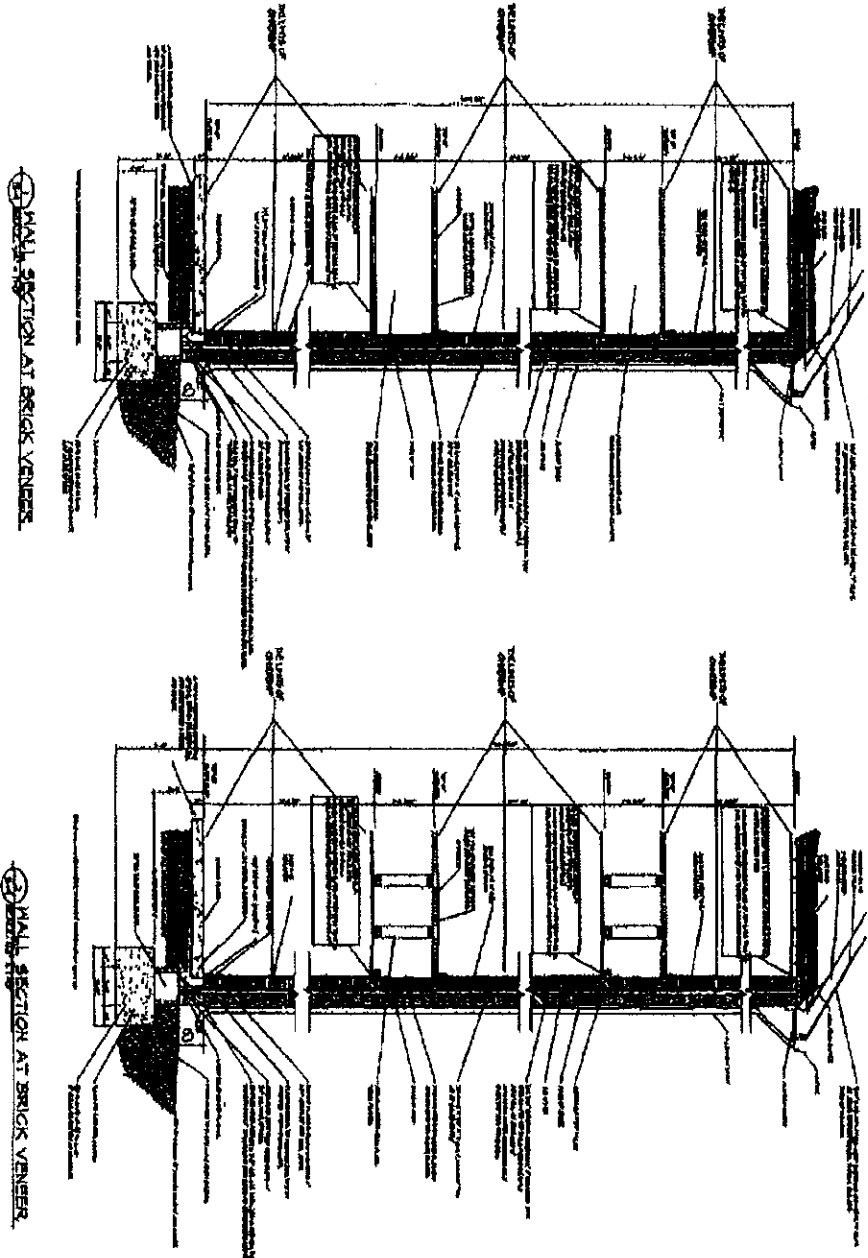
CONDO FLAT
 LONDON CREEK CONDOMINIUM
 SHEET OF 1
 NORTHEAST TOWNSHIP - GREENSBORO COUNTY
 GREENSBORO, NORTH CAROLINA

PROJECT OF:
 OPI DEVELOPERS AND ARCHITECTS, INC.
 440 TRINE STREET, NASH FORT, NC 27854
 PHONE: (704) 781-1111
 FAX: (704) 781-1112

Exhibit C (cont.)

DRAWN - **ELL PAGE** CPT ESTABLISHMENTS AND SERVICES, INC. 440 TRINITY STREET, NASH POINT, NORTH CAROLINA 27868

CONDOMINIUM PLAT BOOK PAGE



OWNER/OPERATOR
240 GRAND AVENUE, 3F
GREENSBORO, NC 27401
(703) 733-0000

DESIGNED BY: **ELL PAGE** CPT ESTABLISHMENTS AND SERVICES, INC.
 DRAWN BY: **ELL PAGE** CPT ESTABLISHMENTS AND SERVICES, INC.
 CHECKED BY: **ELL PAGE** CPT ESTABLISHMENTS AND SERVICES, INC.
 DATE: **11/11/03**



CONDO PLAT
LANDON CREEK CONDOMINIUM
 PROJECT 5 OF 7
 NORTHBEND TOWNSHIP - GUILFORD COUNTY
 GREENSBORO, NORTH CAROLINA

PROPERTY OF
HEATH HOLDINGS, LLC
 277 DUNDAS AND SERVICES, INC.
 1000 W. MARKET STREET, SUITE 200
 GREENSBORO, NC 27401
 (703) 733-0000

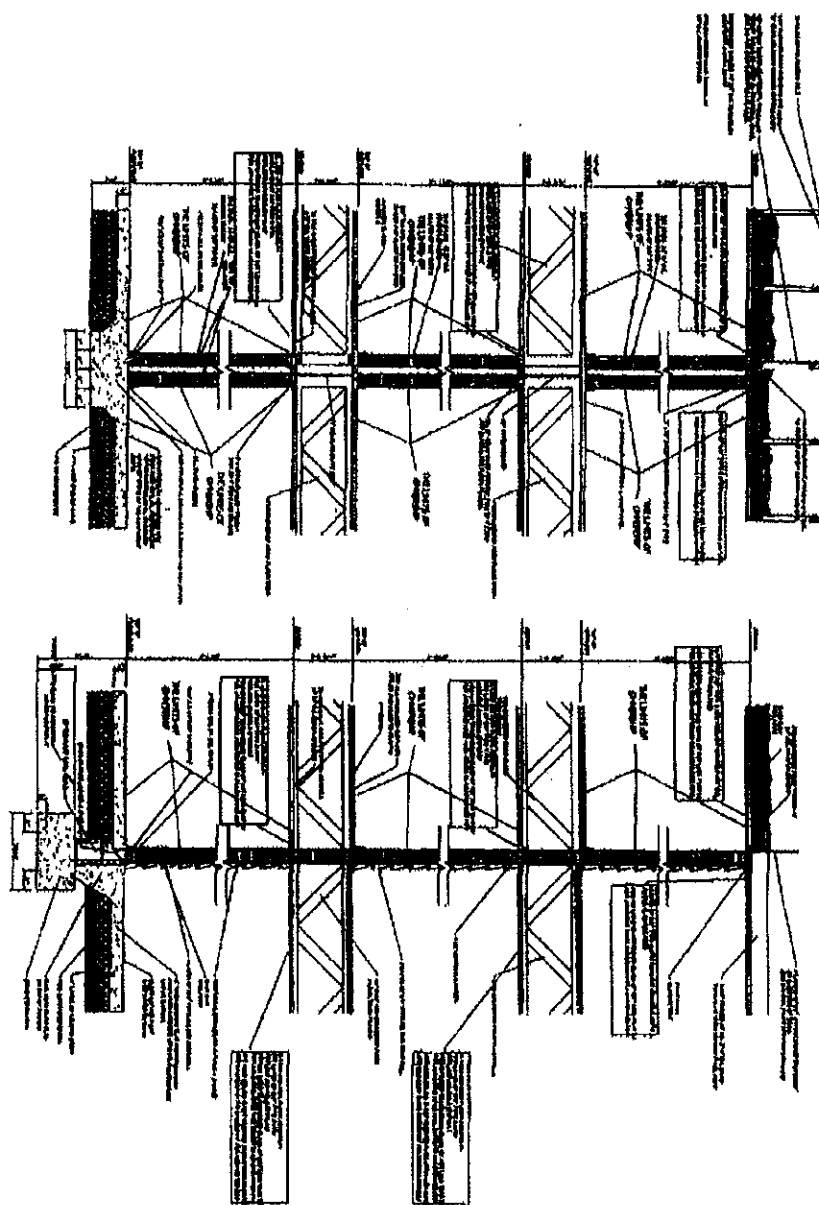
Exhibit C (cont.)

OWNER: **ALL PROPERTIES**

DTI DEVELOPMENT AND SERVICES, INC., 440 TRYON STREET, 1800 FLOOR, NORTH CAROLINA 27606

CONDOMINIUM PLAT BOOK

PAGE



OWNER/DEVELOPERS:
 DTI DEVELOPMENT AND SERVICES, INC.
 440 TRYON STREET, 1800 FLOOR
 NORTH CAROLINA 27606

CONSTRUCTION NOTES:
 1. REFER TO SHEET 801.21 FOR GENERAL NOTES.
 2. REFER TO SHEET 801.22 FOR GENERAL NOTES.
 3. REFER TO SHEET 801.23 FOR GENERAL NOTES.
 4. REFER TO SHEET 801.24 FOR GENERAL NOTES.
 5. REFER TO SHEET 801.25 FOR GENERAL NOTES.
 6. REFER TO SHEET 801.26 FOR GENERAL NOTES.
 7. REFER TO SHEET 801.27 FOR GENERAL NOTES.
 8. REFER TO SHEET 801.28 FOR GENERAL NOTES.
 9. REFER TO SHEET 801.29 FOR GENERAL NOTES.
 10. REFER TO SHEET 801.30 FOR GENERAL NOTES.



PRE - 801.22

CONDO PLAT
LANDON CREEK CONDOMINIUM
 SHEET 8 OF 7
 JURISDICTION - GUILFORD COUNTY
 JURISDICTION - NORTH CAROLINA

PROPERTY OF
DTI DEVELOPMENT AND SERVICES, INC.
 440 TRYON STREET, 1800 FLOOR
 NORTH CAROLINA 27606

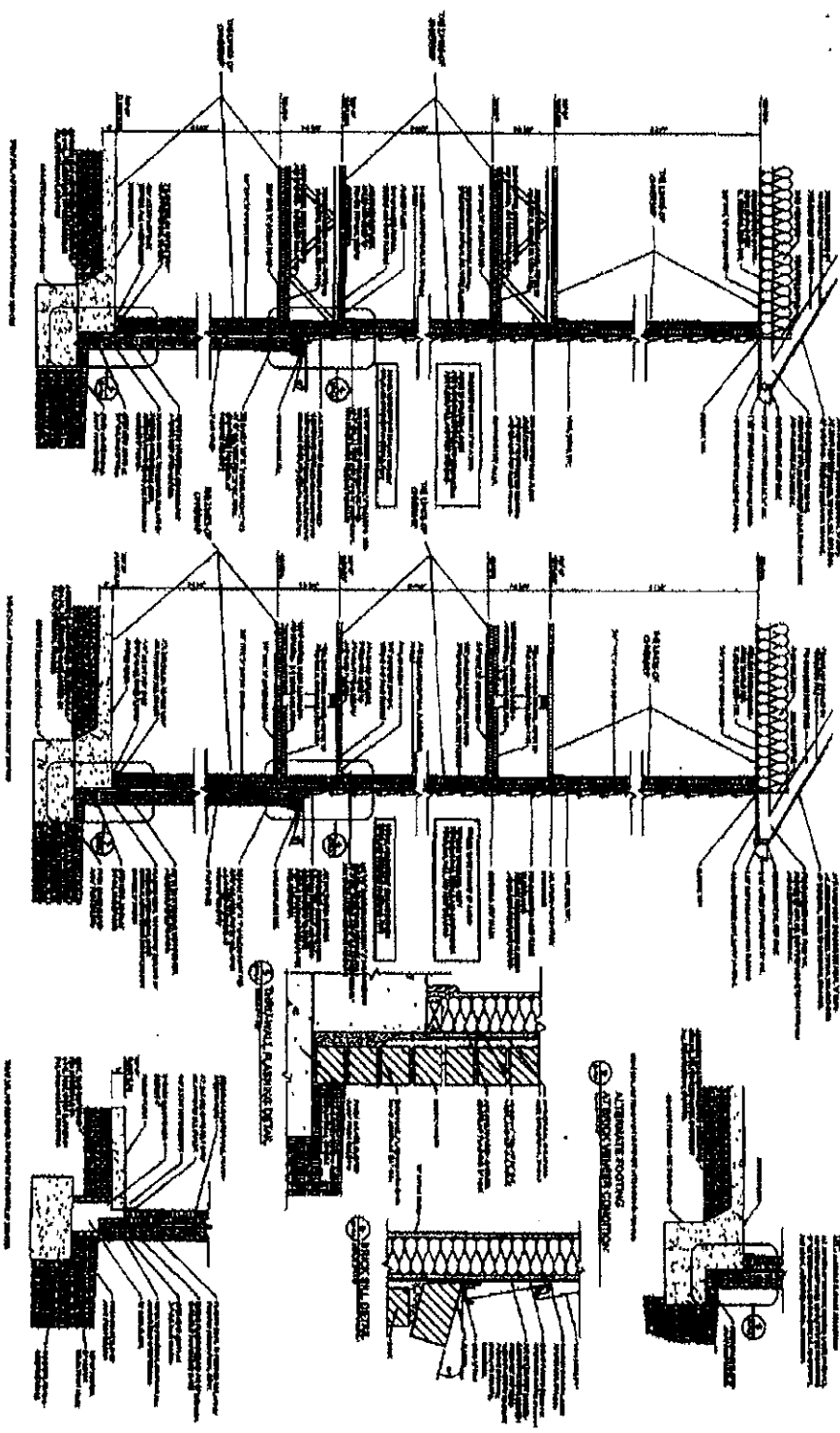
Exhibit C (cont.)

DELAVER - HILL ROCK

CPT ENGINEERING AND SURVEYING, INC. 440 THOMAS STREET, HIGH POINT, NORTH CAROLINA 27635

CONDO-BUILDING FLAT BOOK

PAGE



OWNER/OWNER'S OFFICE
 1000 W. HARRISVILLE RD.
 HIGH POINT, NC 27635
 PHONE: 704.875.1234

DATE: 04/11/2011
 TIME: 10:00 AM
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT NO.: 110411-001



FIG - 80122

PROPERTY OF
 CONDO FLAT
 LANDON CREEK CONDOMINIUM
 SHEET 7 OF 7
 HONOLULU TOWNSHIP - GAITHERS COURT
 GREENSBORO, NORTH CAROLINA

OWNER: LINDA SELIGER, LLC
 CPT ENGINEERING AND SURVEYING, INC.
 440 THOMAS STREET
 HIGH POINT, NC 27635
 PHONE: 704.875.1234
 FAX: 704.875.1235
 PROJECT NO. 110411-001



EXHIBIT D TO DECLARATION

Percentage Interest in Common Elements

<u>Units</u>	<u>Unit Address</u>	<u>Square Footage</u>	<u>Percentage Interest</u>
1	Building 2, Unit 101	811.2	3.69%
2	Building 2, Unit 102	988.4	4.49%
3	Building 2, Unit 103	996.5	4.53%
4	Building 2, Unit 104	871.5	3.96%
5	Building 2, Unit 105	871.5	3.96%
6	Building 2, Unit 106	996.5	4.53%
7	Building 2, Unit 107	988.4	4.49%
8	Building 2, Unit 108	811.2	3.69%
9	Building 2, Unit 201	811.2	3.69%
10	Building 2, Unit 202	988.4	4.49%
11	Building 2, Unit 203	996.5	4.53%
12	Building 2, Unit 204	871.5	3.96%
13	Building 2, Unit 205	871.5	3.96%
14	Building 2, Unit 206	996.5	4.53%
15	Building 2, Unit 207	988.4	4.49%
16	Building 2, Unit 208	811.2	3.69%
17	Building 2, Unit 301	811.2	3.69%
18	Building 2, Unit 302	988.4	4.49%
19	Building 2, Unit 303	996.5	4.53%
20	Building 2, Unit 304	871.5	3.96%
21	Building 2, Unit 305	871.5	3.96%

Exhibit E to Declarations

Encumbrances on Title

In addition to any easements created by this Declaration, the Condominium is subject to:

(A) the Declaration to be recorded, including conditions disclosed by the Plans, to be recorded, the Bylaws and the Rules and Regulations, as each of them may be amended from time to time.

(B) Unrecorded easements, discrepancies or conflicts in boundary lines, shortages in area and encroachments which an accurate and complete survey would disclose, including any easements and encroachments as shown on the Plat and Plans.