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This instrument was prepared by: Jordan, Price, Wall, Gray, Jones & Carlton, PLLC

STATE OF NORTH CAROLINA
COUNTY OF MOORE

**AMENDED AND RESTATED BYLAWS
OF
LONLEAF CLUB COTTAGES HOMEOWNERS ASSOCIATION, INC

A NORTH CAROLINA NONPROFIT CORPORTION
UNDER THE LAWS OF THE STATE OF NORTH CAROLINA**

**AMENDED AND RESTATED BYLAWS
OF
LONGLeAF CLUB COTTAGES HOMEOWNERS ASSOCIATION, INC.**
A North Carolina Nonprofit Corporation
Under the Laws of the State of North Carolina

**Article I
Identity**

These are the Amended And Restated Bylaws (the "bylaws") of LONGLeAF CLUB COTTAGES HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation, (the "Association"), the Articles of Incorporation (the "Articles") of which have been filed in the office of the North Carolina Secretary of State.

For purposes of these Bylaws, terms specifically defined in the Declaration of Longleaf Club Cottages Condominium (the "Declaration") or in the North Carolina Condominium Act, Chapter 47C, North Carolina Statutes (the "North Carolina Condominium Act"), shall have the same meaning herein including without limitation that the term Declarant shall mean LONGLeAF ASSOCIATES LIMITED PARTNERSHIP and its successor in interest as provided for in the Declaration.

Article II

Qualifications and Responsibilities of Members

2.1 Members: Each Unit Owner shall be a member of the Association, and shall remain a member until he/she ceases to be a Unit Owner.

2.2 More than One Owner: When there is more than one Unit Owner of a Unit, all such persons shall be members of the Association.

2.3 Prohibition of Assignment: The interest of a member in the Association assets cannot be transferred or encumbered except as an appurtenance to his/her Unit.

Article III

Members' Meetings and Voting

3.1 Place: Meetings of the members shall be held at the registered offices of the Association, by Conference Bridge or such other place in/near Southern Pines, 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 Sections 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. The annual meeting shall be held on a date determined by the board in the fourth quarter of each year.

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 thirty (30) days after written request therefore 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, sent through electronic email or sent by United States mail to the members at the addresses of their respective Units and to other addresses as any member may have designated to the President or Secretary, not less than thirty (30) days nor more than sixty (60) days in advance of any annual, regularly, or specifically scheduled meeting: provided, that notice for any meeting of the Unit owners to consider ratification of the budget shall meet the requirements of G.S. 47C-3-103(c) of the Act.

3.5 Quorum - Adjournment if no Quorum: A quorum shall consist of members present, in person or by proxy, entitled to cast at least twenty percent (20%) of the total votes in the Association.

3.6 Votes - Association Shall Not Vote; The total votes in the Association are allocated to Units by Declaration. The vote allocated to a Unit may be cast by the Unit owner of that Unit. When there is more than one Unit Owner of a Unit, the vote for that Unit shall be cast as they shall determine. The vote allocated to a Unit shall not be split but shall be voted as a single whole. When there is more than one Unit owner of a Unit and said Unit owners cannot agree on how the vote for that Unit shall be cast, the dispute shall be resolved by arbitration in accordance to rules established by the Association. The Association shall not be entitled to cast the vote allocated to any Unit 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 Unit owners of the Unit the votes of which are subject to the proxy, be given only to another member or to a Security Holder in that Unit, and be filed with the Secretary before the meeting. A proxy shall be valid until revoked in writing by all Unit owners of such Unit.

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: Subject to 4.2 hereof, 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: During the Declarant Control period, the Board shall consist of not less than three (3) no more than five (5) Directors, appointed by Declarant. Each such director shall serve at the pleasure of Declarant. Pursuant to General Statutes 47C-3-103(e), not later than sixty (60) days after conveyance of twenty-five percent (25%) of the units to unit owners other than a Declarant, at least (1) member and not less than twenty-five percent (25%) of the members of the Board of Directors shall be elected by unit owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the units to unit owners other than a Declarant, not less than thirty-three percent (33%) of the members of the Board of Directors shall be elected by unit owners other than the Declarant.

4.3. Election of Directors; After the expiration of the Declarant Control Period, the Board shall consist of three (3) Directors with each having a three (3) year term of office. Such directors shall be elected in accordance with these By-laws, at the first annual meeting following expiration of the Declarant Control Period.

4.4 Term; The terms of the Directors shall be staggered so that at least one (1) but not more than three (3) Directors are elected at any one meeting and so that no Director's term is less than one (1) year nor more than three (3) years. The Directors shall establish rules to implement the provisions of this section. Once elected, a Director shall hold office until his successor has been duly elected and has qualified.

4.5 Removal: Subject to 4.2 hereof, 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.

4.6 Vacancies; Subject to 4.2 here of, 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/her 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 US mail, electronic mail, or telephone 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 therefore 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 US mail, electronic mail, or telephone 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 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 (1) 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 provision of applicable law, the Declaration, the Articles, and these Bylaws, and shall include, but not be limited to the following (subject to the authority of Longleaf Master Homeowners Association, Inc. the "Master Association") to assume such powers as provided in the Declaration):

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

(i) A statement of any capital expenditures in excess of two percent (2%) of the current budget or Five Thousand and No/100 Dollars (\$5,000.00), whichever is greater, anticipated by the Association during the current year or succeeding two (2) fiscal years.

(ii) A statement of the status and amount of any reserve or replacement fund and any portions; of the fund designated for any specified project by the Board.

(iii) A statement of the financial condition; of the Association for the last fiscal year.

(iv) A statement of the status of any pending suits or judgments in which the Association is a party.

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

(vi) A statement of any unpaid assessments payable to the Association, identifying the Unit number and the amount of the unpaid assessment.

(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 in accordance at a minimum with the architectural standards established by the Longleaf Master Homeowners Association, Inc.

(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 Unit, 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 Unit without the approval of the Unit 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 Unit owners on matters affecting the Condominium, the Common Elements, or more than one Unit.

(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 buy Units, in foreclosure of an assessment lien, or at any other time or for any other reason, and to sell, lease, mortgage and otherwise deal in Units from time to time owned by the Association.

(l) To Impose and receive payments, fees and charges for the use, rental or operation of the Common Elements other than the Limited Common Elements, except for elevators, stairways, hallways and other portions of the Common Elements which provide access to the Units.

(m) To grant leases, licenses, concessions and easements through and over the Common elements.

(n) To impose and collect reasonable charges, including reasonable costs and attorneys' fees, for the evaluation, preparation and recordation of amendments to the declaration, or certificates of unpaid assessments.

(o) To provide for indemnification of the Associations' officers and Directors and maintain officers' and Directors liability insurance.

(p) 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.

(q) To establish and carry out the procedure prescribed by the Longleaf Master Homeowners Association for participation by this Association and its members in the election of the Board of Directors of the Longleaf Master Homeowners Association.

Article V

Officers

5.1 Designation of Officers; The officers of this Association shall be a President, two Vice Presidents, a Secretary and a Treasurer. Each officer shall be a Unit Owner or the individual nominee of a Unit Owner which is other than an individual; provided that during Declarant Control period, Declarant may appoint officers without regard as to whether they are unit owners. 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 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/her 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 them 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 depositaries 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

Indemnification of Directors and Officers

The Association shall indemnify such persons, for such expenses and liabilities, in such manner, under such circumstances, and to such extent, as permitted by Sections 55A-8-50 et.seq. of the North Carolina General Statutes, as now enacted or hereafter amended.

Article VII

Fiscal Management

7.1 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.

7.2. Fidelity Bonds; Fidelity bonds shall 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.

7.3. 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.

7.4 Annual Audit; An audit of the accounts of the Association shall be conducted at the discretion of the board by a certified public 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.

7.5 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 VIII

Assessments

8.1 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 Condominium. Thereafter, each Unit Owner shall be personally and severally liable for the Common Expenses that are levied against his/her Unit while a Unit Owner. Each Unit shall be assessed in accordance with that Unit's percentage of Common Expenses as allocated by the Declaration, as amended. Once levied, assessments against the Unit Owners shall commence on the first day of the month following conveyance of the first units.

8.2 Allocation of Common Surplus; Any common surplus, including funds in reserve accounts, may be allocated to each Unit in accordance with its percentage of Common Expense, and if allocated, shall be owned by the Unit Owner of that Unit, and, if allocated may be paid to the Unit Owner or credited against that unit's share of Common Expenses subsequently assessed.

8.3 Preparation of Budget and Levying of Assessment; For each fiscal year, beginning with the fiscal year beginning January 1, 1990, the Board shall prepare a budget and present same to the Master Association for its approval or modification and thereafter adopt such budget, including therein estimates of the amount necessary to pay the Common Expenses, together with amounts considered necessary by the Board for reserves. Within thirty (30) days of the preparation and adoption of each such budget including the interest and late charges on late payments, the Board shall provide each

member with a summary of the budget, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget no less than fourteen (14) nor more than thirty (30) days after mailing of the summary. The assessment shall be deemed levied upon the giving of such notice. Provided, however, that the first budget after creation of the Condominium 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 Unit or 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 Unit 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.

8.4 Assessment as Lien; Every assessment shall constitute a lien upon each Unit assessed from the date the assessment is levied, prior to all other except only (i) real estate taxes and other governmental assessments' or charges against that Unit and (ii) liens and encumbrances recorded before the recordation of the Declaration or in accordance with 8.6 hereinafter.

8.5 Payment of Assessments; Assessments shall be payable when notice thereof is given, but shall not be delinquent if paid at the time and in the amounts specified by the Board in the notice of assessment. Except for special assessments, monthly assessments shall be paid on or before the first day of each calendar month of the fiscal year of the Association. Payments shall be made to the Association or as the Board may from time to time otherwise direct.

8.6 Lien as Against Valid Mortgages; The lien of assessments shall be subordinate to the lien of a valid Mortgage or Deed of Trust.

8.7 Funds and Reserves; All sums collected by the Association from assessments shall be accounted for as follows:

(a) **Reserve Fund for Repairs and Replacements;** To this fund shall be credited all sums collected for the purpose of effecting repairs and replacements of structural elements and mechanical equipment, and other Common Elements, of the Condominium.

(b) **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 period 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.

(c) **Reserve Contribution;** Each Owner may be required to contribute to the reserve at closing.

(d) **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.

(e) **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 funds described above shall be maintained only in such amounts as deemed necessary or desirable by the Board. To the extent maintained, funds therein shall be held in such accounts and with such depositories as the Board, in its discretion, selects.

8.8 Special Assessments; In addition to the assessments levied pursuant to section 8.3, the Board may levy against all members a special assessment for the purpose of defraying, in whole or in part, the costs of reconstruction, unexpected repair or replacement of an existing capital improvement to the property, including the necessary equipment, and other personal property related thereto, or for the purpose of protecting existing property in the event of an emergency. Furthermore, the Board may levy against all members a special assessment for the purpose of:

(a) Maintenance, repair and restoration of the Common Elements, and operation of the Condominium;

(b) Alterations, improvements and additions to the Common Elements, and

(c) Payments of costs and expenses incurred in curing defaults pursuant to sections 10.1 and 10.3 hereof.

Special Assessments made pursuant to this Section shall be a Common Expense, shall be deemed levied upon notice thereof being given to the members subject to such special assessments, and shall be payable as determined by the Board as set out in such notices.

8.9 Common Expenses Associated with Limited Common Elements or Benefiting Less Than All Units;

(a) Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed against the Unit; or in equal shares to the Units, to which such Limited Common Element was allocated at the time the expense was incurred.

(b) In addition, the Association may assess any item of Common Expenses benefiting less than all of the Units against the Units benefited in proportion to their Common Expense liability.

8.10 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 ay assessments whenever the same shall be determined and levied by the Board. Until a new assessment is levied by the Board pursuant to Section 8.1 each member shall continue to pay the assessment than 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. 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.

8.11 Assessment Roll; Certificate: All assessments shall be set forth upon a roll of the Units, 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 Unit, 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 Unit Owner, or his authorized agent, a recordable certificate setting forth the amount of unpaid assessments currently levied against his/her Unit. The certificate shall be furnished within seven (7) business days after receipt of the request and shall be binding upon the Association and all Unit Owners. For such certificate a reasonable fee may be charged by the Board.

8.12 Default and Enforcement; If any assessment, or installment thereof, remains delinquent for thirty (30) days, then that assessment, and all other assessments then a lien against that Unit, 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 Section 47C-3-116 of the Act. All fees, late charges, attorneys' 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.

If any action is taken by the Association to foreclose a lien on a Unit because of unpaid assessments, the Unit Owner shall be required to pay a reasonable rent for the use of the Unit during the period of redemption from such foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same.

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 attorneys' fees, with interest thereon at the same rate as charged on the assessments being collected from the dates incurred until paid.

8.13 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 rate allowed by law, from the date delinquent until paid. If no interest rate is set forth in such notice, such interest rate shall be at the maximum allowed by law. 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.

8.14 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 Units are separately assessed; Longleaf Master Homeowners Association, Inc. dues; 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 Unit 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 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 IX

Relocation and Alteration of Units

9.1 Procedure; If any Unit Owner desires to (i) relocate the boundaries of his/her Unit pursuant to section 47C-2-112 of the Act, (ii) remove partitions or create apertures pursuant to Section 47C-2-111 (3) of the Act, or (iii) make any improvements or alterations to his/her Unit which impair the structural integrity or mechanical systems of, or lessen the support of any portion, of, the Condominium, the procedure set out in this Article shall be followed.

9.2 Notice to and Consent of Board; Prior to doing any work of the kind set out in Section 9.1., the Unit owner shall give notice to the Board of his/her intent to do such work and request and receive the written consent thereto of the Board or, on appeal , the Association. With such notice shall be given (i) a statement of the work to be done, (ii) a copy of the plans and specifications for the work, and (iii) such additional information relative to the proposed work as the Board may reasonably request. Upon receiving all such information and any fees and charges requested by the Board, the Board shall set a date for a meeting on the proposed work which shall be within fifteen (15) days after such information and fees and charges are received. Notice of such meeting shall be given to all members of the Association in the same manner as a notice of a special board meeting. At the meeting, the Board shall receive such testimony and evidence as it deems appropriate. The meeting may be continued from time to time by the Board. At the meeting or at such later time but, in any event, not later than sixty (60) days after such meeting, the Board shall decide whether to consent or not to consent to such work. Written notice of such decision shall be given to said Unit Owner and all members.

9.3 Appeal to Association; The Unit Owner proposing to do the work, or members representing ten percent (10%) or more of the total votes in the Association, may appeal the decision of the Board to the Association by filing a signed written request for an Association meeting on the work proposal. The written request must be filed with the Secretary within ten (10) days of the date of the notice of the Boards' decision.

9.4 Meeting and Decision of the Association; Upon filing of an appeal, a special meeting of the members of the Association shall be called. The notice of meeting shall be sent out within ten (10) days after such filing, and the meeting shall be held within thirty (30) days after such filing. The meeting may be continued from time to time by the chairman. The provision of Article III hereof shall apply to such meeting. At such meeting the members shall decide to consent or not to consent to such work. The decision of the Association shall be final.

9.5 Fees; The Board may require the Unit Owner proposing to do the work to pay reasonable fees and charges to cover the costs to be incurred by the Association in giving notice of the holding meetings pursuant to this Article.

9.6 Conditions; The Board or, on appeal, the Association, may impose conditions on any consent to such work to protect the Common Elements, Units and the Condominium, and to insure that the provisions of the Act, Declaration and these Bylaws are complied with, including, without limitations, the furnishing to the Association of payment and performance bonds, or other security acceptable to the Board, to ensure that the proposed work is timely completed pursuant to the plans and specifications therefor and all costs therefor paid.

9.7 Controlling Procedure: The procedure set out in this Article shall control over any contrary provisions in the Act.

Article X

Compliance, Enforcement, Fines and Penalties

10.1 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 Unit 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, the Master Association, an aggrieved Unit Owner, or by any person or class of persons adversely affected. Also, if any member fails to perform any obligation under the Act, the Declaration, these Bylaws, the Articles or such rules and regulations, then the Association may, but is not obligated to, perform the same for the member's account, and for such purpose may enter upon his/her Unit, may make necessary repairs, advance expenses or other sums necessary to cure the default, and for such expenses and costs may levy a special assessment against the Unit owned by such defaulting member. The Association also shall be entitled to suspend the right of a defaulting Unit owner to vote as a member of the Association until the default is cured.

10.2 Notice of default and Failure to Cure; In the event of any such default or failure, the Board shall serve upon or mail to the defaulting member, and to each First Mortgagee of that member's Unit when required under section 12.2, .of the Declaration, a written notice specifying the nature of the default, the cure thereof, and the time within which the cure shall be effected. Within the time limit specified in the notice, the defaulting member may cure the default specified, or serve upon or mail a written notice to the Board requesting a hearing before the board. If a hearing is so requested, the Board shall thereafter serve upon or mail to the defaulting member, and to each such Mortgagee which was entitled to notice of the default as above provided, a notice specifying the time and place for such hearing. At the hearing, the Board shall take such evidence and hear such testimony as it deems

necessary or desirable. The Board shall not exercise any remedies to obtain relief from the default until the hearing is over and the Board has made its determination and served upon or mailed the same to the defaulting member and each such First Mortgagee. The hearing may be continued from time to time as determined by the Board. Upon taking such evidence and hearing such testimony, the Board, at the hearing or at such later time, shall determine, in writing, and at its sole option, to waive the default in whole or in part, to extend the time within which the default may be cured, or to proceed immediately to levy a fine or penalty, or to exercise any one or more of the remedies available to the Board due to such default. The Board shall serve upon or mail to the defaulting member, and to each such Mortgagee which was entitled to notice of the default as above provided, a copy of its determination. If the defaulting member (i) does not cure the default or request a hearing within the time limited specified in the original notice of default given pursuant to this Sections or (ii) so requests a hearing, but fails to cure the default (to the extent not waived by the Board) within the extended time, if any, granted by the Board after hearing, when the Board shall serve upon or mail to the defaulting member, and to each such Mortgagee which was entitled to notice of the default as above provided, a written notice of such member's failure to effect a cure, and the Board may then proceed to take such action as it deems necessary to obtain relief.

10.3 Remedy of Abatement in Addition to Other Remedies; In the event a member fails to effect the cure specified by the Board within the time period set out in (i) or (ii) of section 10.2 hereof, which is applicable, where the default is a structure, thing , or condition existing in or on the premises of the member's Unit, the Board, or its duly authorized representative, shall have the right to enter upon the premises of the member's Unit in which, on which, or as to which, such default exists, and summarily to abate and remove, at the defaulting member's expense (and levy an assessment therefor as provided in section 10.1 hereof), the structure, thing, or condition constituting the default, and the Board, the Association, and their agents, employees, and representatives shall not thereby be deemed guilty of any manner of trespass.

10.4 Injunction; Any person or class of persons entitled to seek relief for any such default or failure may obtain a temporary restraining order, injunction or similar relief, without first using the procedure established by section 10.2 hereof, if such default or failure creates and emergency or a situation dangerous to persons or property.

10.5 Recovery of Attorneys' Fees and Costs; In any proceeding arising because of an alleged default by a member, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be allowed by the court, with interest thereon at the maximum rate allowed by law, until paid.

10.6 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.

10.7 Assessment Liens; Assessment liens shall be enforced pursuant to Article VIII hereof and not pursuant to this Article X.

Article XI

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 to Mortgagees, as set forth in Article XII of the Declaration, and once made, shall become effective when recorded in the same manner and place as an amendment to the Declaration.

Article XII

General Provisions

12.1 Rules and Regulations:

(a) **By the Board;** The Board, including the first Board subject to approval of the Master Association, may promulgate from time to time such rules and regulations as it deems reasonable and necessary governing the administration, management, operation, and use of the Common Elements so as to promote the common use and enjoyment thereof by Unit Owners and Occupants and for the protection and preservation thereof including without limitation the use of parking facilities. In addition, the Board subject to approval of the Master Association may adopt such rules and regulations as it deems reasonable and necessary with respect to Units to provide for the common good and enjoyment of all Unit Owners and Occupants, including, without limitations, the right to adopt such rules and regulations with reference to tenants and leases. In no event shall any rules or regulations be inconsistent or materially more restrictive than the provisions contained in the Declaration and these Bylaws with respect to leases or tenants.

(b) **By the Association;** Subject to (e) hereinafter, any such rule or regulation adopted by the Board may be amended, modified, or revoked, and new and additional rules and regulations subject to approval by the Master Association, may be adopted, by members at an annual or special meeting of the members. Any such act of the members shall control over any contrary rule or regulation then or thereafter adopted by the Board.

(c) **Uniform Application;** All rules and regulations shall be equally and uniformly applicable to all Unit Owners of Units in the floor levels above the second floor level, as shown on the Floor Plans. Except as provided in the previous sentence, all rules and regulations shall be equally and uniformly applicable to all Unit owners, occupants and Units but need not be equally and uniformly applicable if it is determined that such unequal or non-uniform application is in the best interest of the Association or if equal and uniform application is not practicable.

(d) **Copies Furnished;** Copies of all such rules and regulations and any amendments thereto shall be furnished to all members, and a copy shall be posted or otherwise made available to members at the offices of the Association. However, failure to furnish, or post or make available, such rules or regulations shall not affect in any way their validity or enforceability.

(e) **Rules Hereby Established;** Schedule "A" attached hereto, contains the Rules and Regulations for the Longleaf Club Cottages. Notwithstanding the provision of (b) hereof, Rules and Regulations adopted by the Board during the term of Declarant control shall not be altered, modified, amended or abolished during the period of Declarant's control without the express written consent of Declarant.

12.2 Compliance with the Act, Conflict, Severability; These Bylaws are established in compliance with the Act, as amended. Should any of the terms, conditions, provisions, paragraphs, or clauses of these Bylaws conflict with any of the provisions of said Act, the provisions of said Act shall control unless the Act permits these Bylaws to override the Act, in which event these Bylaws shall control. In the case of any conflict between the provisions of these Bylaws and the Declaration, the Declaration shall control. If any term, provision, limitation, paragraph, or clause of these Bylaws, or the application thereof to any person or circumstance, is judicially held to be invalid, such determination shall not affect the enforceability, validity, or effect of the remainder of these Bylaws, or the application thereof to any other person or circumstance.

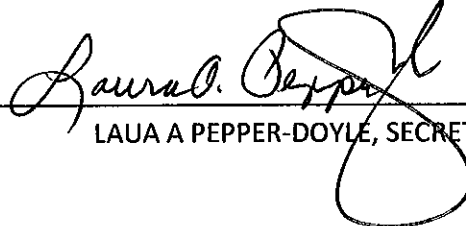
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CERTIFICATION
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I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of LONGLEAF CLUB COTTAGES HOMEOWNERS ASSOCIATION, INC., a North Carolina Nonprofit Corporation ("Corporation" or "Association"), and

THAT the foregoing AMENDED AND RESTATED BYLAWS constitute the original Bylaws of said Corporation, as duly adopted pursuant to Article XII of the Declaration, Article XI of the Bylaws and North Carolina General Statutes 47C-2-117 by affirmative vote of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated at a duly called meeting of the Association at which a quorum was present on the 21st day of November, 2013, to be effective upon recording in the Office of the Moore County Register of Deeds.

IN WITNESS WHEREOF, I have hereunto subscribed my name on the 21st day of November, 2013.



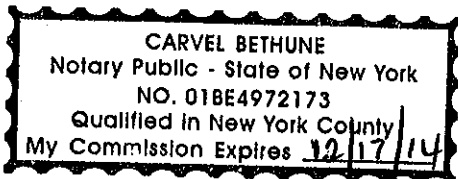
LAUA A PEPPER-DOYLE, SECRETARY

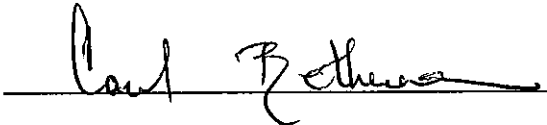
STATE OF NEW YORK
COUNTY OF NEW YORK

I, CARVEL BETHUNE (Print Name) a Notary Public of the County and

State aforesaid; certify that LAURA A. PEPPER-DOYLE personally came before me this day and acknowledged that she is Secretary of LONGLEAF CLUB COTTAGES HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation, and that she as Secretary, being authorized to do so, executed the foregoing on behalf of the Corporation.

Witness my hand and official stamp or seal, this 21st day of NOVEMBER 2013.





Notary Public

My Commission Expires: 12/17/14

Schedule "A"

LONGLEAF CLUB COTTAGES RULES AND REGULATIONS FOR RENTERS

Occupancy and Use of Rental Units

- Occupants of rented units shall not exceed more than four adults who are 21 years old or more or a nuclear family consisting of one or two adults and not more than two children.
- Business or commercial activities are not permitted.
- Noise shall be kept at a level that will not disturb other residents.
- Except by requesting and receiving written permission of the Board of Directors, no installation of wiring, awnings, antenna, satellite TV equipment, decking carpeting or major planting/landscaping alterations outside of the unit shall be made. A form for such requests is available on the CAS, Inc. website under the Forms category, under the Pinehurst office.
- Noxious or offensive activity shall be not conducted within the unit or on common areas, which may be or may become an annoyance or nuisance to the neighbors or neighborhood.
- Offensive or hazardous materials or activities will not be allowed that could increase the rate of insurance for the Homeowners Association or cause its cancellation.
- Any rental of a unit shall be for the entire unit, shall be in writing, shall be subject to the Declaration and Bylaws and the Rules and Regulations, and shall not be sublet to other individuals.

Personal Property an External Appearance

- Drying or airing of clothing or bedding shall not be permitted outdoors on decks or other unenclosed areas.
- No furniture or decorative objects, seasonal decorations (e.g., Christmas, etc.) or large planters will be allowed to be placed in front of any unit unless approved by the Board of Directors.
- No signs or advertisement shall be displayed at any unit.
- Annuals may be planted in front beddings. Ornamental decorations such as birdbaths, statuary and potted plants may be placed on front porch railings as long as they are in keeping with the overall decorum of the Cottages. Some decorations may be deemed unsuitable at the discretion of the Board and owners may be asked to remove them.
- Birdfeeders must be placed in the back of the units.

Use of Fireplace and Outdoor Grills

- Gas, electric, or charcoal grills are prohibited and may not be used on front porches, patio's, decks, on the lawns or the pine straw areas.
- Indoor fireplaces fitted with gas or electric inserts may be used as directed. Renters are not allowed to install vent less fireplace units.
- No firewood may be placed or stored at the front or rear (includes patio) of the units.

Vehicles and Parking

- Overnight parking by renters or their guest shall be in parking spaces and not on the roadways or pine straw. There are two (2) spaces for each unit directly in front of the units.
- Driving over or parking on top of sprinkler heads in grass and pine straw must be avoided.
- Parking in front of the mail boxes is strictly prohibited.
- Occupants of rental units may not park more than two vehicles in front of the units at given time. Additional cars must be parked in spaces designated, across the parking lot. Vehicles must have a valid registration, insurance and a current safety inspection.
- Occupants of rental units or their guests will not be permitted to park boats, trailers, campers, motor homes, tractors, vans, trucks, motorcycles, mini-bikes, or other recreational or commercial vehicles at Longleaf Club Cottages without prior Board approval.
- Additional vehicles must be parked in the overflow parking areas
- Vehicles belonging to renters or their guests that do not conform to these Rules and Regulations may be subject to towing.

Speed Limit

- Owners, renters and their visitors shall not exceed a speed limit of 10 miles per hour on Club Cottages driveway.

Pets

- Occupants of rental units are not allowed to have pets. Owners must give permission to long term renters in writing for any exception to this prohibition.

Garbage Management/Recycling

- A dumpster is provided across the driveway. All garbage shall be placed in a securely fastened plastic bag. Any trash or boxes should be collapsed or compressed as much as possible. Only items that allow the dumpster lid to close completely may be trashed. **NO GARBAGE OR TRASH ITEM** is to be placed outside the dumpster.
- A recycling bin is placed beside the dumpster. **ONLY ITEMS APPROVED FOR RECYCLING** may be placed in the bin. Collapse all boxes and compress items as much as possible. **NO GARBAGE** is to be dumped in the recycling bin. The bin lid must be kept closed at all times.

A copy of the Rules and Regulations for Longleaf Club Cottages must be given to each renter, reviewed and signed by each renter before he or she takes occupancy.

I, _____ have read and agree to comply with the above Rules and Regulations.

Signature: _____ Date: _____

Witness: _____ Date: _____