

BYLAWS
OF
LOCKE MILL PLAZA ASSOCIATION, INC.
a North Carolina Nonprofit Corporation
under the laws of the
State of North Carolina

ARTICLE I.

Identity

These are the Bylaws of Locke Mill Plaza 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 Locke Mill Plaza Condominiums (the "Declaration") or in the North Carolina Condominium Act, Chapter 47C, of the North Carolina General Statutes, shall have the same meaning herein.

ARTICLE II.

Members

2.1 Members. Each Unit Owner shall be a member of the Association, and shall remain a member until he 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 Registration. It shall be the duty of each Unit Owner to register his name and the number of his Unit with the Secretary of the Association. If a Unit Owner does not so register, the Association shall be under no obligation to recognize his membership.

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

ARTICLE III.

Members' Meetings and Voting

3.1 Place. Meetings of the members shall be held at a place within Cabarrus County, North Carolina, as may be designated from time to time by the Board.

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

3.3 Special Meetings. Special meetings of the members may be called at any time by the President or by the Board, and shall be called and held within thirty (30) days after written request therefor signed by members of the Association entitled to cast at least fifty-one percent (51%) of the total votes in the Association is delivered to any officer or director of the Association. No business shall be transacted at a special meeting except that which is stated in the notice thereof.

3.4 Notices. Notice of all meetings of the members, stating the time and place, and accompanied by a complete agenda thereof, shall be given by the President or Secretary to each member. Such notice shall be in writing, and shall be hand delivered or sent by United States mail to the members at the addresses of their respective Units and to other addresses as any member may have designated to the President or Secretary, at least twenty-one (21) days in advance of any annual or regularly scheduled meeting and at least seven (7) days in advance of any other meeting.

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

3.6 Votes; Association Shall Not Vote. The total votes in the Association are allocated to Units by the Declaration (one vote for each unit). The vote allocated to a Unit may be cast by any 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 votes 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 the Board. The Association shall not be entitled to cast the votes 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, dated, 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 and shall automatically expire one (1) year from date.

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

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

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

ARTICLE IV.

Directors

4.1 First Board. The initial Board shall consist of the three (3) persons whose names are set forth in the Articles.

4.2 Number and Qualifications of directors. The Board shall consist of eight (8) natural persons, as determined at any annual meeting by the members. Each Director shall be a Unit Owner or the individual nominee of a Unit Owner which is other than an individual.

4.3 Declarant Control; Right to Appoint Officers and Directors Subject to the provisions of G.S. 47C-3-103(e), and as limited therein, the Declarant reserves the right to appoint and remove officers of the Association and members of the Board. No later than sixty (60) days after conveyance of twenty-five percent (25%) of the units to unit owners other than a Declarant, not less than twenty-five percent (25%) of the members of the Board shall be elected by unit owners other than the Declarant. No 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 Board shall be elected by unit owners other than the Declarant. Upon termination of the Declarant's control of the Association as set forth in Section 6.4 of the Declarations, the Declarant will be a Class A, Class B, or Class C member as to any units it continues to own.

4.4 Election of Directors. For the purpose of voting for the election of Directors, members of the Association shall be divided into the following classes:

- Class A - shall be those owners of units designated as residential or for residential use.
- Class B - shall be those owners of units designated as office units.
- Class C - shall be those owners of units designated as commercial/retail or for commercial/retail use.

Upon abatement of Declarant's control of the Association, the eight (8) members of the Board shall be elected as follows: four (4) Board members or fifty percent (50%) by Class A; two (2) members or twenty-five percent (25%) of the Board by Class B; two (2) members of the Board or twenty-five (25%) by Class C. Directors shall be elected by a majority of the votes cast in the election. The Board may authorize a vote for directors by mail.

4.5 Term. Except as otherwise provided in these Bylaws, the Declarations or applicable law, Directors shall serve until their removal, resignation, or until their successor has been duly elected and has qualified. Upon termination of the Declarant's control of the Association, the members shall elect the eight (8) member Board of Directors at the next annual meeting in staggered terms as follows:

(a) Class A members shall elect two (2) Directors for a one (1) year term and two (2) Directors for a two (2) year term.

(b) Class B members shall elect one (1) Director for a one (1) year term and one (1) Director for a two (2) year term.

(c) Class C members shall elect one (1) Director for a one (1) year term and one (1) Director for a two (2) year term.

At each subsequent annual meeting, four (4) Directors shall be elected for two (2) year terms (two by Class A, one by Class B, one by Class C). The Directors shall establish rules to implement the provisions of this section.

4.6 Removal. Any Director may be removed, with or without cause, by a sixty-seven percent (67%) vote of unit owners present and entitled to vote at any meeting of the unit owners at which

a quorum is present, provided that such purpose is stated in the notice of the meeting. Provided further that the unit owners may not remove members of the Board appointed by the Declarant and, except as otherwise provided by law, no Director may be removed without cause except upon the further requirement of a majority vote of the Class from which such Director was elected.

4.7 Vacancies. Any vacancy in the Board shall be filled by the remaining members of the Board of Directors for the unexpired portion of the term.

4.8 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.

4.9 Special Meetings. Special meetings of the Board may be called by the President and shall be called by the President or the Secretary and held within ten (10) days after written request therefor signed by two (2) Directors is delivered to the President or the Secretary. Not less than seventy-two (72) hours' notice of such special meeting shall be given personally or by mail, telephone, or telegraph to each Director; provided that in case the President or any Director determines that an emergency exists, a special meeting may be called by giving such notice as is possible under the circumstances. All notices of a special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except that which is stated in the notice thereof.

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

4.11 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.

4.12 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.

4.13 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.

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

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

(i) A statement of any capital expenditures in excess of two percent (2%) of the current budget or Five Thousand 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 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 if modified or amended from the previous year.

(vi) A statement of any unpaid assessments due to the Association, identifying the unit 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.

(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, recovery of monetary penalties, and foreclosure of liens.

(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.

(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 Association's 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 reason-

able fines for violations of the Declaration, these Bylaws, or the rules and regulations.

(q) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association.

(r) Exercise any other powers necessary and proper for the government and operation of the Association.

(s) To procure and maintain policies of insurance in accordance with the provisions of the Declaration and the Act.

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. A person may hold one or more of such offices at one time, except that the President shall not at the same time hold another office in the Association. The Board may elect an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary.

5.2 Election of Officers. Except as otherwise provided in Section 4.3, officers of the Association shall be elected by the Board. Election shall be held annually at the first meeting of the Board held after the annual meeting of the members, except that the first Board shall elect officers as soon as practicable after filing of the Declaration.

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

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

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

5.6 Powers and Duties of Officers.

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

carried into effect.

(b) Vice President. The Vice-Presidents 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.

(c) 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 monies and other valuable effects in depositories designated by the Board; shall disburse funds of the Association as directed by the Board; and shall perform all other duties incident to the office of a treasurer of a corporation.

5.7 Execution of Agreements, etc. All agreements, deeds, mortgages, or other instruments shall be executed by the President or Vice President and Secretary or Assistant Treasurer 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 Directors and officers for expenses and liabilities incurred in the performance of their duties under such circumstances and to such extent as is not otherwise prohibited by law.

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. The Board shall require fidelity bonds covering persons handling or responsible for handling funds of the Association and in accordance with Section 7.2(c) of the Declaration.

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 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, jointly and severally liable for the Common Expenses that are levied against his 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.

8.2 Preparation of Budget and Levying of Assessment. For each fiscal year, beginning no later than the fiscal year commencing January 1, 1989, the Board shall prepare and adopt a budget, including therein estimates of the amount necessary to pay the Common Expenses, together with amounts considered necessary by the Board for reserves. Within thirty (30) days after preparation and adoption of each such budget, the Board shall provide each member with a copy or summary thereof, and shall set a date for meeting of the unit owners for ratification. Such meeting shall be held no less than fourteen (14) days nor more than thirty (30) days from the mailing of the budget or summary. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at the meeting a majority of all the unit owners rejects the budget. The notice may also contain a notice of assessment against each unit and the interest to be charged on delinquent payments thereof.

8.3 Assessment a Lien. Except as provided in Section 8.2(c)

and (d) of the Declaration, every assessment shall constitute a lien upon each unit assessed from the date of recordation, prior to all other liens 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 lien.

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

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

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

The reserve fund for repairs and replacements shall be established by the Board beginning with the fiscal year commencing January 1, 1989, and shall be funded thereafter by regular installments. 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.

The Board, in its discretion, may set up such other accounting procedures notwithstanding the provisions of this section.

8.6 Special Assessments. In addition to the assessments levied pursuant to Section 8.2, the Board, upon majority vote of the members present at any meeting, may levy special assessments at such other and additional times as in its judgment are required for:

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

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

(c) Payment of costs and expenses incurred in curing defaults.

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 assessment, and shall be payable as determined by the Board and as set out in such notice.

8.7 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.

8.8 Failure To Prepare Budget and Levy Annual Assessment; Deficiencies in Procedure. The failure of the Board or delay of the Board in preparing any budget, and to levy or in levying assessments, shall not constitute a waiver or release of the members' obligation to pay assessments whenever the same shall be determined and levied by the Board. Until a new assessment is levied by the Board pursuant to Section 8.2 each member shall continue to pay the assessment then previously levied pursuant to Section 8.2 in the same amount and at the same periodic times as levied, or as the Board may otherwise advise in writing. Also, any defi-

ciencies 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.

8.9 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 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.

8.10 Default and Enforcement. If any assessment, or installment thereof, remains delinquent for ten (10) days, then that assessment, and all other assessments then a lien against that 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 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.

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.

8.11 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 rate of interest allowed by the Act, from the date delinquent until paid. If no interest rate is set forth in such notice, such interest rate shall be the maximum allowed by the Act. All payments upon account shall be applied first to interest and then to the assessment, or installment thereof, longest delinquent. All such interest shall have the same priority as the assessment on which such interest accrues.

8.12 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; 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 deficits remaining from any prior assessment period; the cost, including fees and interests, incurred in connection with any borrowing done by the Association; the cost of all fidelity bonds; costs imposed upon the Association or any part of the Common Elements or the Property by, or incurred by the Association as a result of the performance, enforcement, or amendment of, any agreement or easement to which the Association is a party or to which the Common Elements or property, or any part of either thereof, is or may be subject; amounts determined necessary for reserve funds; indemnity payments made by the Association pursuant to Article VI hereof; costs of maintenance, repair, replacement, upkeep or restoration of the Common Areas.

8.13 Initial Assessment. Each unit owner shall pay an initial assessment (in the amount of One Hundred Dollars (\$100.00) per unit) which shall be due at the time that each unit is first purchased from the Declarant. The initial assessment shall not be due, payable or apply to any subsequent sale of a unit except the first sale, and the recordation of the deed from the Declarant shall be conclusive proof that such initial assessment was satisfied by the purchaser at closing. If the Declarant continues to hold any unit in its name as of December 31, 1990 (for which the initial assessment has not been paid), Declarant shall pay the initial assessment for such unit or units within thirty (30) days from said date.

This assessment shall be used for initial purchases of supplies, equipment, and other personal property to be owned by the Association. The balance of these funds shall be transferred to or maintained in the Association's reserve account.

ARTICLE IX.

GENERAL PROVISIONS

9.1 Rules and Regulations. The Board, including the first Board, 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. In addition, the Board 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. Any such rule or regulation adopted by the Board may be amended, modified, or revoked, and new and additional rules and regulations 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.

9.2 Amendment to Bylaws. Except as otherwise provided by the Act, Declaration, or other provision of law, these bylaws may be amended by the Board of Directors. The Bylaws may not be amended to increase or decrease the number of directors or to alter the method by which the Board is elected by class vote unless such amendment is approved by affirmative vote of 90% of the members of the Association entitled to vote.

9.3 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, 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 unit, may make necessary repairs, or abate the defaulting condition, 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.

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.

9.4 Parliamentary Authority. Robert's Rules of Order, Newly Revised, shall govern the conduct of Association proceedings when

not in conflict with the Declaration, these Bylaws, the Articles, the Act, or any statutes of the State of North Carolina applicable thereto. The chairman of the meeting shall have the authority to appoint a parliamentarian.

9.5 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.