

BOOK Y 4S PAGE 704

BY-LAWS
OF
QUAIL RIDGE HOMEOWNERS ASSOCIATION OF GREENVILLE

ARTICLE I
NAME AND LOCATION

The name of the corporation is QUAIL RIDGE HOMEOWNERS ASSOCIATION OF GREENVILLE, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1902 South Charles Street, Greenville, Pitt County, North Carolina, but meetings of members and directors may be held at such places within the State of North Carolina, County of Pitt, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1: "Association" shall mean and refer to QUAIL RIDGE HOMEOWNERS ASSOCIATION OF GREENVILLE, its successors and assigns.

Section 2: "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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Section 6: "Declarant" shall mean and refer to MULTI-FAMILY INVESTMENT, CORP. , its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7: "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds of Pitt County, North Carolina.

Section 8: "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9: "Mortgagee" shall mean and refer to persons, firms or corporations holding a recorded lien appearing of record in the Pitt County Registry against any Lot as defined in Section 4 hereof.

ARTICLE III

MEETING OF MEMBERS

Section 1: Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day and the same month of each year thereafter, at the hour of 8:00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2: Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3: Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing

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a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4: Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5: Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1: Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2: Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

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Section 3: Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

Section 5: Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1: Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

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Section 2: Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

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

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1: Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

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(b) suspend the voting rights and right of use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

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

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

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; provided always, any contract for professional management must contain a clause requiring not more than 90 days termination notice.

(f) procure, maintain and pay premiums on a master policy of hazard insurance on the buildings standing on the "lots" on the "properties" in an adequate amount, and to equitably assess the owners of the same for their pro-rata portion of such expense.

Section 2: Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

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(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

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

(e) procure and maintain, at all times, adequate hazard insurance on the property owned by the Association and sufficient liability insurance to adequately protect the Association;

(f) cause all officers or employees, including officers and employees of professional management, having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) cause the exterior of the dwellings to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1: Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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Section 2: Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3: Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until his successor is elected and qualified, unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4: Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, having such authority, and perform such duties as the Board may, from time to time, determine.

Section 5: Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6: Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7: Multiple Officer. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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Section 8: Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

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

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board. He shall maintain a registry for mortgagees of properties of members of the Association, and, upon satisfactory arrangements for reimbursement of expenses incurred, advise such mortgagees of an owner of any delinquency of as much as thirty (30) days of the payment of such owner's annual assessment, and to furnish to such mortgagee annual reports and other financial data; and he shall notify such mortgagee of any condemnation procedures filed against the Association and to advise them if such action results in an award for damages to the Association's property of \$10,000.00 or more.

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Treasurer

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

ARTICLE IXMORTGAGEES OR LIENHOLDERS

Any Mortgagee of or lienholder on, any lot may file with the Homeowners Association a declaration of his interest therein. Thereafter, the consent of seventy-five percent (75%) of the mortgagees or lienholders on all lots in Quail Ridge Townhouses, then under mortgage or lien, shall be required in order for the association to:

(a) Remove, abandon, or substantially alter any property taken under its control for the use and benefit of the owners of properties in Quail Ridge Townhouses, from its original use and purpose, or from its status for common use.

(b) Diminish the voting interest of any lot owner to less than one vote for each lot in Quail Ridge Townhouses, or increase the total votes to a larger number than the total number of lots in Quail Ridge Townhouses.

(c) Dedicate any common areas to any public agencies other than for normal utility easements.

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(d) Substantially alter the terms of the By-Laws of the Quail Ridge Homeowners Association of Greenville, or the Declaration of Covenants, Conditions, and Restrictions of the Quail Ridge Townhouse Development.

(e) Abridge the right of a mortgagee of lots in Quail Ridge Townhouse Development to protect the common area from jeopardy for unpaid taxes, liens and assessments, and in the event any mortgagee shall pay overdue taxes, insurance premiums, or assessments on common property, impair the right to such mortgage to immediate reimbursement from the Association for all sums so expended in the protection of the common elements.

ARTICLE X

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or a mortgagee of any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assess-

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ments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "QUAIL RIDGE HOMEOWNERS ASSOCIATION OF GREENVILLE, and the words: "CORPORATE SEAL - 1980", in the center thereof.

ARTICLE XIV

AMENDMENTS

Section 1: These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2: In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

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ARTICLE XV
MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the Incorporators OF GREENVILLE, of the QUAIL RIDGE HOMEOWNERS ASSOCIATION, have hereunto set our hands and seals, this the 28th day of April, 1980.

Leroy T. Cherry (SEAL)
LEROY T. CHERRY
William H. Clark (SEAL)
WILLIAM H. CLARK
Gloria E. Clark (SEAL)
GLORIA E. CLARK

NORTH CAROLINA
PITT COUNTY

I, *Brenda J. Norton*, a Notary Public in and for the aforesaid County and State, do hereby certify that LEROY T. CHERRY, WILLIAM H. CLARK and GLORIA E. CLARK, personally appeared before me this day and after being duly sworn, acknowledged the due execution of the foregoing By-Laws of QUAIL RIDGE HOMEOWNERS OF GREENVILLE, ASSOCIATION and certify that the same is true.

WITNESS my hand and Notarial Seal, this the 28 day of April, 1980.

Brenda J. Norton
Notary Public

My commission expires: 2-22-84

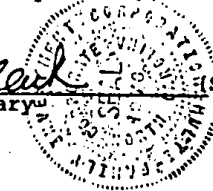


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CERTIFICATION

I, the undersigned, do hereby certify: That I am the
duly elected and acting Secretary of the QUAIL RIDGE HOMEOWNERS
OF GREENVILLE,
ASSOCIATION /a North Carolina Corporation, and,

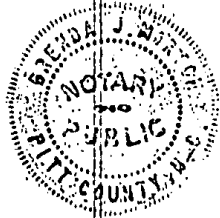
That the foregoing By-Laws constitute the original By-
Laws of said Association, as duly adopted as a meeting of the
Board of Directors thereof, held on the 28 day of April
1980.

C. J. Clark
Secretary (SEAL)


Sworn and subscribed to before me
this the 28 day of April, 1980.

Brenda J. Martin
Notary Public

My commission expires: 2-22-84



NORTH CAROLINA: PITT COUNTY
The foregoing certificate of *Brenda J. Martin* N. P. of *Pitt Co. N.C.*
is certified to be correct.
Filed for registration at 4:07 o'clock *P.* M this *30th* day of *April* 1980
By *Elvira T. Allen* Register of Deeds
Elvira T. Allen

OWEN S. DUNN CO. 88257

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FIRST AMENDMENT TO THE BYLAWS
OF
QUAIL RIDGE HOMEOWNERS ASSOCIATION OF GREENVILLE

ARTICLE XVI
INSURANCE AND CASUALTY LOSSES

Section 1: Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements constructed on the Common Property against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors of the Association or its manager shall also obtain a public liability policy covering the Common Property and facilities thereon in such amounts and in such form as shall be determined by the Board of Directors of the Association covering the Association, the Board of Directors and officers of the Association, all agents and employees of the Association, and all Lot Owners and other persons entitled to use the Common Property and facilities thereon. Premiums for all such insurance shall be common expenses paid for by the Association. Such insurance shall be governed by the following provisions:

(a) All policies shall be written with a company licensed to do business in the State of North Carolina.

(b) Exclusive authority to negotiate and accept settlement under policies hereafter in force on the Common Property shall be vested in the Association's Board of Directors.

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(c) The Association's Board of Directors or its manager shall conduct an annual insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all insurable improvements constructed on the Common Property.

(d) The Association's Board of Directors or its manager shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

- (1) a waiver of subrogation by the insurer as to any claims against the Association, its Board of Directors, its manager, or its members and their respective families, tenants, agents and guests, with respect to property coverage, except for arson and fraud;
- (2) a waiver by the insurer of its right to repair or reconstruct instead of paying cash;
- (3) that the policies cannot be cancelled, invalidated or suspended on account of the conduct of any one or more members or on account of the conduct of any director, officer or employee of the Association or its manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its agent, mortgagee or any member.

Section 2: Insurance Trustee. All casualty insurance policies purchased by the Association shall provide that proceeds covering property losses shall be paid to an insurance trustee, which shall be the Association or a bank or other financial institution having trust powers with offices in North Carolina, as may from time to time be approved by the Board of Directors of the Association, which insurance trustee is herein sometimes referred to as the "Depository". In the event the Association shall act as

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insurance trustee, then the provisions of this Declaration which by their context contemplate the "Depository" as a party separate from the Association shall not apply. The duty of the Depository shall be to receive such proceeds^{as}/are paid and hold the same for the purposes elsewhere stated herein.

Section 3: Damage and Destruction.

(a) Immediately after any damage or destruction by fire or other casualty to all or any part of the Common Property and common facilities, the Association's Board of Directors or its manager shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty. Subject to subsection (b) and (d) hereof, all such damage or destruction shall be repaired or reconstructed as soon as practicable after any such casualty shall occur.

(b) If the estimated cost to repair or reconstruct the property which is damaged or destroyed exceeds the amount of insurance proceeds and other funds, if any, available to meet the same, then, subject to the assent of at least two-thirds (2/3rds) of the votes of each Class of members in the Association who are voting in person or by proxy at a meeting duly called for such purpose, the Association's Board of Directors may levy a special assessment against the Lot Owners to provide the additional funds needed for such repair or reconstruction. Unless the estimated cost to repair or reconstruct is \$5,000.00 or less, the proceeds from insurance and special assessments, if any, shall be deposited with the Depository and disbursed as hereinafter provided.

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Page 4

(c) In the event that the insurance proceeds and assessments, if any, paid to the Depository are in excess of the Depository's expenses and cost of repair or reconstruction, such excess shall be disbursed to the Association as hereinafter provided.

(d) Any such damage or destruction to the Common Property and common facilities shall be repaired or reconstructed unless a special assessment requiring membership approval shall be required and the members of the Association shall fail to approve the same within sixty (60) days after the casualty, in which event the damaged or destroyed area or areas shall not be repaired or reconstructed, but rather shall be cleaned up and maintained in a neat and attractive condition. If, for any reason, the amount of the insurance proceeds to be paid as a result of such damage or destruction is not made available to the Association within thirty (30) days after the casualty, then said sixty (60) day period shall be extended correspondingly until such information shall be made available to the Association. In all cases, the Depository may rely upon a certificate signed by the manager of the Association, if any, or by the President and Secretary of the Association, to determine whether damage or destruction is to be repaired or reconstructed.

Section 4: Disbursement of Proceeds.

(a) If the damage or destruction is not to be repaired, then, after paying or making provision for the expenses of the Depository, the net proceeds of any insurance paid to the Depository shall be disbursed to the Association to pay for the cost of cleaning up the Common Property and for such other purposes as the Board of Directors of the Association shall determine.

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(b) If the damage or destruction for which the insurance proceeds are paid to the Depositary is to be repaired or reconstructed, then, after paying or making provision for the expenses of the Depositary, the remaining proceeds shall be disbursed to defray the cost of such repairs or reconstruction as herein provided. Any proceeds remaining after defraying such costs shall be disbursed to the Association for such purposes as the Board of Directors of the Association shall determine.

(i) Minor Damage. If the amount of the estimated cost of reconstruction and repair is \$5,000.00 or less, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon written request to the Depositary by the holder of any mortgage affecting that portion of the Common Property being repaired or reconstructed, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage. Under the latter circumstances, any special assessments collected by the Association for repair or construction shall also be deposited with the Depositary and disbursed in the same manner.

(ii) Major Damage. If the amount of the estimated cost of reconstruction and repair is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of a registered architect or licensed professional engineer selected and employed by the Board of Directors of the

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Association to supervise the work, or upon approval of a builder selected and employed by the Board of Directors of the Association to supervise or perform the work provided such builder is approved by the holder of any mortgage affecting that portion of the Common Property being repaired or reconstructed.

(iii) Certificate. Notwithstanding the provisions herein, the Depository shall not be required to determine whether or not sums paid by Lot Owners upon assessment shall be deposited by the Association with the Depository, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of any third party, nor whether a disbursement is to be made from the construction fund, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Depository may rely upon a certificate of the Association made by its President and Secretary or manager, if any, as to any or all of such matters and stating the name of the payee and the amount to be paid; provided that when the holder of any mortgage encumbering that portion of the Common Property which is being repaired or reconstructed shall specifically request the Depository to do so in writing, the approval of a registered architect, licensed professional engineer or approved builder shall be first obtained by the Association.

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IN WITNESS WHEREOF, the undersigned officers of
QUAIL RIDGE HOMEOWNERS ASSOCIATION OF GREENVILLE, have
hereunto set their hands and seals, this the 3rd day of
April, 1981.

Judy H. Brown
VICE PRESIDENT

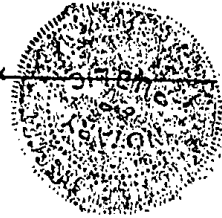
ATTEST:
W. H. Clark
SECRETARY

NORTH CAROLINA
PITT COUNTY

I, Patti C. Summey, a Notary Public in
and for the aforesaid County and State, do hereby certify that
W. H. Clark personally appeared before me
this day and acknowledged that he is Secretary of QUAIL RIDGE
HOMEOWNERS ASSOCIATION OF GREENVILLE, a corporation, and that
by authority duly given by its Board of Directors and as an
act of the corporation, the foregoing instrument was signed in
its name by its President, ^{the} Judy H. Brown,
sealed with its corporate seal, and attested by himself as its
Secretary.

WITNESS my hand and Notarial Seal, this the 3rd
day of April, 1981.

Patti C. Summey
NOTARY PUBLIC



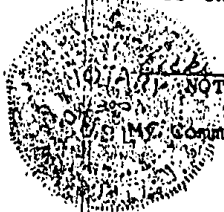
My Commission Expires:
8-1-81

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I, W. H. Clark, the undersigned,
do hereby certify that I am the duly elected and acting
Secretary of QUAIL RIDGE HOMEOWNERS ASSOCIATION OF GREENVILLE,
a North Carolina corporation, and, that the foregoing First
Amendment to the Bylaws of the Association constitute the
original of said Amendment of Bylaws as duly adopted at a
special meeting of the members of the Association held on the
3rd day of April, 1981.

W. H. Clark
SECRETARY

Subscribed to and sworn before me,
this the 3rd day of April, 1981.



Vicki C. Sweeney
NOTARY PUBLIC
My Commission Expires: 1-1-81

NORTH CAROLINA: PITT COUNTY
The foregoing certificate of Vicki C. Sweeney N. P. of Pitt Co. NC
is certified to be correct.
Filed for registration at 9:39 o'clock A.M this 6th day of April, 1981

ELVIRA T. ALLRED, Register of Deeds

By Elvira T. Allred

OWEN D. DUNN CO. 29000

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NORTH CAROLINA
PITT COUNTY

AMENDMENT TO BY-LAWS
OF QUAIL RIDGE HOMEOWNERS
ASSOCIATION OF GREENVILLE

Article VII, Section 1.(f) as written is rescinded and in lieu thereof the following is adopted:

(f) periodically designate, after analysis of proposals, the lowest most responsible bidder for the hazard insurance coverage for the buildings on the "lots", and thereafter all owners of "lots" will secure insurance coverage of their "properties" from the agent designated for at least the replacement cost thereof, as determined by the directors from time-to-time based on an independent appraisal of the buildings, and shall require a copy of said policy or a Certificate of Insurance to be filed with the Homeowners Association naming the Homeowners Association as insured "as its interest may appear". In those instances and cases where the owner of the "lots" fail to deposit such certificate or duplicate policy with the Homeowners Association, the Board of Directors shall procure and pay the premiums on a policy of hazard insurance on the "property" in an amount sufficient to insure the same for its replacement cost, and shall assess the owners of the said "property" for such expense, and upon failure of the owners to pay the assessed amount within thirty (30) days, a lien shall be impressed on the "lot" on which said "property" stands in the amount of such unpaid assessment, which shall bear interest and be enforceable as all other assessments under Article II of these By-Laws.

The foregoing is certified to be a true copy of an Amendment to the By-Laws of Quail Ridge Homeowners Association of Greenville adopted on the 10th day of November, 1986.

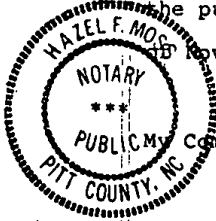
Maria M. Davis
Secretary of
QUAIL RIDGE HOMEOWNERS ASSOCIATION
OF GREENVILLE

BOOK 105 PAGE 101

NORTH CAROLINA
PITT COUNTY

I, Hazel F. Moss, a Notary Public in and for the aforesaid County and State, do hereby certify that Marie M. Davis, as Secretary of QUAIL RIDGE HOMEOWNERS ASSOCIATION OF GREENVILLE, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 13th day of November, 1986.



Commission Expires: Jan. 30, 1990

Hazel F. Moss
Notary Public

NORTH CAROLINA: PITT COUNTY

The foregoing certificate of Hazel F. Moss N. P. of Pitt Co., NC is certified to be correct.

Filed for registration at 10:24 o'clock A.M. this 20th day of November, 1986

ELVIRA T. ALLEN, Register of Deeds

By Annie L. Holder, Asst.

AMENDMENT TO THE BYLAWS
OF
QUAIL RIDGE HOMEOWNERS ASSOCIATION

A. Article III, Section 1: Annual Meetings shall be deleted, and in its place shall be inserted the following:

ARTICLE III

Section 1: Annual Meetings

Annual Meetings of the members shall be held on the third Monday of November of each year at 7:30 o'clock P.M. If the day set for the annual meeting is a legal holiday, the meeting shall be held at the same hour on the first day following, which is not a legal holiday.

B. ARTICLE XII, Assessments shall be deleted, and in its place shall be inserted the following:

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable fees, including but not limited to, attorney's fees, collection agency fees, management fees and any other costs and fees directly incurred due to such delinquency shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his lot.

C. ARTICLE XV, MISCELLANEOUS shall be deleted and in its place shall be inserted the following:

BOOK 359 PAGE 534

ARTICLE XV
MISCELLANEOUS

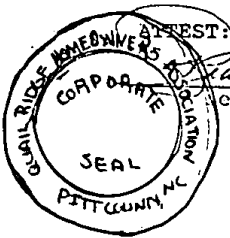
Section 1: Fiscal Year The fiscal year of the Association shall be from October 1st, and end on September 10th of each year.

ARTICLE XII

IN WITNESS WHEREOF, the undersigned officers of QUAIL RIDGE HOMEOWNERS ASSOCIATION OF GREENVILLE, by authority duly given, and upon a vote by a majority of a quorum of the members present, have hereunto set their hands and seals, this the 14th day of April, 1992.

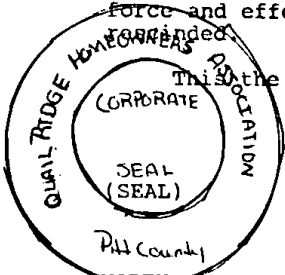
Errett Tillman
President

Paul [Signature]
Secretary



CERTIFICATE

It is certified that the foregoing amendments to the By-Laws of Quail Ridge Homeowners Association of Greenville is a true and exact copy of the same as taken from and compared to the originals on file in the official Minute Book of the aforesaid Association and it is further certified the same are in full force and effect, never having been altered, modified or



This the 14 day of April, 1992.

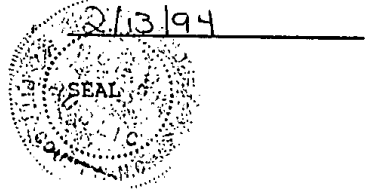
[Signature]
Secretary,
Quail Ridge Homeowners Association
of Greenville

I, Peggy Windley, a Notary Public in and for the aforesaid County and State, do hereby certify that Robert Paul, Secretary of Quail Ridge Homeowners Association of Greenville, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 14th day of April, 1992.

[Signature]
Notary Public

My commission expires:



NORTH CAROLINA: Pitt County
The foregoing certificate(s) of Peggy Windley

Notary(ies) Public is (are) certified to be correct. Filed for registration at 10:12 o'clock A M. this 22 day of April 1992.

ANNIE G. HOLDER, Register of Deeds
By Annie G. Holder
Assistant/Deputy Register of Deeds

Type: CONSOLIDATED REAL PROPERTY
Recorded: 10/21/2016 2:01:22 PM
Fee Amt: \$26.00 Page 1 of 4
Pitt County, NC
Lisa P. Nichols REG OF DEEDS

BK 3489 PG 380 - 383

Return to:

Quail Ridge Homeowners Association of Greenville
c/o Russell Property Management
106 Regency Boulevard
Greenville, NC 27834

Grantor Index:

Quail Ridge Homeowners Association of Greenville

STATE OF NORTH CAROLINA

COUNTY OF PITT

NOTICE OF AMENDMENT TO BYLAWS OF
QUAIL RIDGE HOMEOWNERS ASSOCIATION OF GREENVILLE

THIS NOTICE OF AMENDMENT TO BYLAWS OF QUAIL RIDGE HOMEOWNERS ASSOCIATION OF GREENVILLE is made by the Quail Ridge Homeowners Association of Greenville (hereinafter, "Association").

WHEREAS, the original Bylaws of the Association are recorded in Book Y 48, Page 704 of the Pitt County Registry;

WHEREAS, Article VII, Section 1. (f) of the Bylaws was amended and such amendment was recorded in Book 105, Page 100 of the Pitt County Registry;

WHEREAS, the Bylaws of the Association have been amended and a Certificate of Adoption is attached hereto as Exhibit A and incorporated by reference herein.

NOW THEREFORE, the Association declares as follows:

1. The Association hereby gives notice of the following Amendments to its Bylaws: Article VII, Section 1. (f) of the Bylaws, as amended, is amended to read as follows:

"(f) All owners of "lots" shall obtain and maintain casualty insurance coverage for all improvements and structures on their respective "properties" for at least the replacement cost thereof, naming the Homeowners Association as insured "as its interest may appear", and shall submit a copy of said policy or a Certificate of Insurance to the Homeowners Association. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all-risk" policy, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard; if all-risk coverage is not reasonably available, each "lot" owner shall maintain, at a minimum, fire and extended coverage. A "lot" owner that occupies the dwelling on the lot is in compliance with this provision if an HO3 - Owner Occupied Dwelling and Fire Policy is obtained and maintained. (HO3 policies cover townhomes.) A "lot" owner that does not occupy the dwelling on the lot is in compliance with this provision if a DPS- Non Owner Occupied Dwelling and Fire Policy is obtained and maintained. Each "lot" owner shall be required to reconstruct all improvements situated upon his "lot" in the event of damage to the same from fire, lightning, wind, rain, hail or other casualty. The copy of said policy or a Certificate of Insurance shall be submitted to the Homeowners Association not later than January 31 of each year. In those instances and cases where a "lot" owner fails to deposit such certificate or duplicate policy with the Homeowners Association by January 31 of each year, the Board of Directors shall have the authority but not the obligation to procure and pay the premiums on a policy of hazard insurance on the "property" in an amount sufficient to insure the same for its replacement cost (for which the Homeowners Association may rely upon the recommendation of a competent insurance agent), and shall assess the owners of the said "property" for such expense, and upon failure of the owners to pay the assessed amount within thirty (30) days written notice of the same, a lien shall be impressed on the "lot" on which said "property" stands in the amount of such unpaid assessment, which shall bear interest and be enforceable as all other assessments under Article XII of these By-Laws and the restrictive covenants applicable to the subdivision, as a non-exclusive remedy. In no event shall the Homeowners Association be liable to any lot owner in the event the Homeowners Association does not procure a policy of hazard insurance for any "property" on any "lot" or if the Homeowners Association does not procure such insurance in an amount sufficient to insure the same for its replacement cost."

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2. Except as specifically amended herein, the Bylaws remain in full force and effect.

This the 18 day of October, 2016.

Quail Ridge Homeowners Association of Greenville

By: [Signature]
President

ATTEST: V. Tabakovay
Secretary

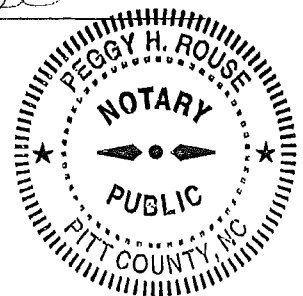
STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF PITT

I, Peggy H Rouse, a Notary Public of the County and State aforesaid, certify that Phillip Bennett and Vera Tabakovay, of whose identity I have personal knowledge, or of whose identity has been proven to me by the presentation of a drivers license, personally came before me this day and acknowledged that he/she is Secretary of Quail Ridge Homeowners Association of Greenville, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by its Secretary. Witness my hand and official stamp or seal, this 18 day of October, 2016.

Peggy H Rouse
Notary Public



My commission expires: 30 Jan 2020

EXHIBIT A

Certificate of Adoption

The Quail Ridge Homeowners Association of Greenville by the authority of its Board of Directors, hereby states that the foregoing amendments to the Bylaws were approved by the Board of Directors for the Association and by the members of the Association pursuant to a mail ballot. The total votes entitled to be cast on the measure was 255, there were 103 votes cast in favor of the amendments and there were 8 votes cast against the amendments, and therefore, the amendments to the Bylaws were properly adopted by the lesser of a majority of the votes of the members of the Association entitled to be cast, or by two-thirds of the votes actually cast.

This the 18 day of October, 2016.

Quail Ridge Homeowners Association of Greenville

By: 
President

ATTEST: V. Tabaway
Secretary