

**BYLAWS OF
WOODLAND SHORES PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is Woodland Shores Property Owners Association, Inc.

The registered office of the corporation shall be at Alexander, Brown & Dameron Law Office, 121 South Main Street, Kannapolis, NC 28081, and the name of the registered agent of the corporation is Kendal Dameron.

**ARTICLE II
DEFINITIONS**

Section 1. "WSPOA" or "Corporation" or Association – are synonyms for Woodland Shores Property Owners Association, Inc.

Section 2. "Articles" – The Articles of Incorporation of the Association, including any amendments thereto.

Section 3. "Association" – Woodland Shores Property Owners Association, Inc., a North Carolina non profit corporation, its successors and assigns.

Section 4. "Board" – The Board of Directors of the Association.

Section 5. "Common Area" – All real property owned by or held in trust for the benefit of the Association for the common use and enjoyment of its Members, but does not include real property over which the Association has only an easement.

Section 6. "County" – Ashe County, North Carolina.

Section 7. "Declaration" – The Declaration of Covenants, Conditions and Restrictions for Woodland Shores Property Owners Association, recorded in the Ashe County Public Registry.

Section 8. "Lot" – Any numbered lot or plot of land, together with any improvements thereon, as shown upon any recorded final subdivision map covering the Project or a part thereof, which is not a dedicated street or Common Area.

Section 9. "Member" – A member of the Association. A member is only entitled to vote if the member is in good standing with the Association. "Good standing" is defined as a member whose:

1. Annual and special assessments are current; including any interests due for late payments;
2. Membership has not been suspended;
3. Lot is free of any liens imposed by the Association;
4. Lot and membership is free of any penalties imposed by the Association and the ACC for infractions of the ACC guidelines.

Section 10. "Owner" – The record owner, whether one or more persons or entities, of a fee simple title to any Lot. "Owner" shall not include any person or entity that holds an interest in a Lot merely as security for the performance of an obligation or as a tenant.

Section 11. "Person" – An individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Section 12. "Property" – Collectively, the real property described in Article II of the Declaration, as well as such other property(ies), as may be later acquired.

Section 13. "Rules and Regulations" – Reasonable and nondiscriminatory rules and regulations as may be adopted from time to time by the Association, provided notice of such rules and regulations has been given to Owners in accordance with the requirements of the Declaration or the bylaws.

Section 14. "Voting Power" – Total number of votes of Owners, whose membership at the time the determination of voting power is made, has not been suspended in accordance with the provisions of the Declaration, the bylaws or of the Rules and Regulations. Voting Power shall be computed by including all such Owners, whether or not such Owners are present in person or by proxy at a meeting.

Section 15. "Capitalized Terms" – Unless otherwise specifically provided herein, the capitalized terms used in these Bylaws shall have the same meanings as are given to such terms in the Declaration.

Section 16. "Notice and Opportunity for Hearing" – Notice of the proposed action and the reasons for the Board's action must be given in writing to the lot owner at least fifteen (15) days before enforcement of the proposed action. An opportunity to be heard by the Board, either orally or in writing, must be given not less than five (5) days before the effective date of the proposed action.

Section 17. “Architectural Compliance Committee (ACC)” – The committee formed pursuant to the Declaration of Reservations and Protective Covenants. This committee is charged with approving all building plans and any improvements to each lot. The ACC will also review standards and guidelines for adequacy and application and recommend changes as required. The Vice-President is chair of this committee.

Section 18. “Proxy” – Written authorization one member of the association gives another member of the association to vote in his or her absence.

Section 19. “Capital Improvements” – Changes to any of the common areas that require a significant financial investment with the intention of increasing subsequent lot values for the members.

Section 20. “Maintenance and Repair” – Any activity taken to ensure the common areas, roads, gate, grass, landscaping, etc are kept in good general, serviceable, and safe condition.

Section 21. “Written Consent” – Consent that is given in writing and delivered personally, via the United States Mail, courier service or electronic mail.

Section 22. North Carolina Planned Community Act – Chapter 47F of the North Carolina General Statutes and may be referred to as the “Act”

ARTICLE III MEMBERS AND MEMBERSHIP PRIVILEGES

3.1 Membership.

Each Owner shall be a Member of the Association and no other person or entity shall automatically be entitled to membership. Upon termination of ownership an owner's membership shall automatically terminate and be automatically transferred to the new Owner of the Lot.

3.2 Voting.

Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an ownership interest in any Lot, all such persons shall be Members, but not more than one vote shall be cast with respect to any Lot. The vote for any such Lot shall be exercised as the Members holding an interest in such Lot determine among themselves. In the event of disagreement, the decision of Members holding a majority of the interest in such Lot shall govern. Unless otherwise notified by a co-owner as to a dispute between the co-owners regarding their vote prior to the casting of that vote, the vote of any co-owner shall be conclusively presumed to be the majority vote of the Owners of that Lot.

**ARTICLE IV
MEETINGS OF WOODLAND SHORES PROPERTY OWNERS ASSOCIATION**

4.1 Annual Meetings.

Regular annual meetings of the members shall be held not less frequently than once each calendar year, at a date, time and place selected by the Board within Ashe County, North Carolina.

A. Budget Meeting. The Budget Meeting for the upcoming year will always be held in the fall at a date, time and place selected by the Board and may occur during the Annual Meeting. Within 30 days of the adoption of a proposed budget by the executive board, the board shall provide to all lot owners a summary of the budget and notice of the meeting to consider ratification of the budget. The budget may be ratified without a quorum. The budget is ratified unless at that meeting a majority of all the lot owners present in person or by proxy rejects the proposed budget.

4.2. Special Meetings.

Special meetings of the Members may be called for any purpose or purposes by the president, the majority of the Board of Directors or upon written receipt of a written request signed by Members representing not less than (10%) of the total voting power of the Association.

4.3 Notice of Meetings.

Written notice of annual and special meetings of Members shall be given by, or at the direction of the president or the Board of Directors. Not less than 10 nor more than 60 days in advance of any meeting, the secretary or other officer specified in the bylaws shall cause notice to be hand-delivered or sent prepaid by the United States mail to the mailing address of each Lot Owner or to any other mailing address designated in writing by the Lot Owner, or sent by electronic means, including by electronic mail over the Internet, to an electronic mailing address designated in writing by the Lot Owner.

A. Notice. Notice of any meeting shall state the place, date and time of the meeting. Notice must also include the items on the agenda, including the general nature of any proposed amendment to the declaration or bylaws, any budget changes, and any proposal to remove a director or officer.

B. Rules governing meetings. Except as otherwise provided in the bylaws, the Board Chair, President or other person in charge of the meeting will determine the rules of conduct governing the meeting, with the provision that any member in attendance may move to invoke Robert's Rules of Order Newly Revised, and if approved by a majority vote, shall be used for the balance of the meeting.

4.4 Quorum.

The presence in person or by proxy of more than ten (10%) of the votes entitled to be cast at a meeting of the Members shall constitute a quorum for any action, except as may otherwise be provided in the Articles, the Declaration or these Bylaws. The Members present at any duly called or held meeting at which a quorum is present may continue to transact business unless adjournment, despite the withdrawal of enough Members which results in less than a quorum. All actions taken under these circumstances are ratified if any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum. In the absence of a quorum, the Members entitled to vote at such meeting shall have the power to adjourn the meeting to another time without notice (other than announcement at the meeting). Any adjournment for lack of a quorum shall be to a date not more than ninety (90) days from the original meeting date. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted at which might have been transacted at the meeting as originally notified.

4.5 Majority Vote; Withdrawal of Quorum.

When a quorum is present at any meeting, the vote of the holders of more than fifty per cent (50%) of the percentage values of those votes entitled to be cast of Members qualified to vote and present in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Declaration, the Articles of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, despite the withdrawal of enough Members which results in less than a quorum.

4.6 Method of Voting; Proxies.

At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, must specify the meeting date it is applicable to and filed with the secretary of the Association or other person designated at the meeting prior to the beginning of the meeting for which the proxy is to be used. Any other restrictions must be identified in the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot or upon receipt by the Association of written notice of the death or incapacity of the Member who executed the proxy. All proxies shall be valid only for the meeting date specified on the proxy form and will only be in effect from the beginning of the meeting through adjournment of the meeting.

(a) Any form of proxy or written ballot distributed to ten (10) or more Members shall afford an opportunity on the proxy or form of written ballot to specify a choice between approval and disapproval of each matter or group of related matters intended, at the time the written ballot or proxy is distributed, to be acted upon at the meeting for which the proxy is solicited or by such written ballot, and shall provide, subject to reasonable specific conditions, that where the

Member solicited specified a choice with respect to any such matter, the vote shall be cast in accordance therewith.

(b) Every form of proxy or written ballot, which provides an opportunity to specify approval or disapproval with respect to any proposal, shall also contain an appropriate space marked "abstain," whereby a Member may indicate a desire to abstain from voting on the proposal. A proxy marked "abstain" by the Member with respect to a particular proposal shall not be voted either for or against such proposal.

(c) In any election of the Board of Directors, any form of proxy or written ballot in which the Directors to be voted upon are named therein as candidates and which is marked by a Member "withhold" or otherwise marked in a manner indicating that the authority to vote for the election of Directors is withheld shall not be voted either for or against the election of a Director.

(d) Failure to comply with this section shall not invalidate any corporate action taken, but may be the basis for challenging any proxy at a meeting and the court may compel compliance therewith at the suit of any Member.

4.7 Action Taken Without a Meeting.

Any action which may be taken by the vote of Members at a regular or special meeting, except the election of the Board, may be taken in the absence of a meeting by written consent. Completion and return of a ballot via electronic mail, the United States postal service or hand-delivery constitutes written consent. All such written consents shall be filed with the minutes of the proceedings of the Association.

ARTICLE V BOARD OF DIRECTORS

5.1 Management.

The business and affairs of the Association shall be managed by its Board of Directors who may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, the Declaration, the Articles, or these Bylaws, directed or required to be exercised or done by the Members.

5.2 Number.

The affairs of the Association shall be managed and governed by a Board of not less than, five (5), Directors, who shall be Members of the Association, except that a partner, employee, officer or director of any partnership, corporation or association that is an owner shall also be eligible to serve as a Director.

5.3 Term of Office.

At the first annual meeting of the Association, the Members shall elect three (3) Directors for a term of two (2) years, and then two (2) Directors for a term of three (3) years. At each annual meeting thereafter, the Members shall elect successor Directors for Directors whose terms have expired, each to serve for a term of two (2) years, provided, however, that prior to the first annual meeting of the Members, the Board of Directors shall have the right, without a meeting of Members or an election, to appoint successor Directors for Directors who resign or otherwise leave office, each to serve the remainder of the term of the party leaving office.

5.4 Removal.

Directors may be removed from the Board, with or without cause, at any regular or special meeting of the Members called for such purpose, by a majority of the votes of the Members cast at such meeting. In the event of death, resignation or removal of a Director, the remaining Directors may appoint his successor and his successor shall serve for the unexpired term of his predecessor.

5.5 Compensation.

A Director may be reimbursed for his actual reasonable expenses incurred in the performance of his duties.

5.6 Action Taken Without a Meeting.

The Board shall have the right to take any action in the absence of a meeting of the Board which it could take at a meeting of the Board by obtaining the written consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board. All such written consents shall be filed with the minutes of the proceedings of the Board.

Consent received via electronic mail shall be the same as any other written consent received and will be printed and filed with the minutes of the proceedings of the Board.

5.7 Board of Directors Meetings - Logistics.

Since the physical distances among the Board of Directors could prevent meeting in person, the Board reserves the right to have meetings via electronic mail and/or teleconference. Any action so approved shall have the same effect as though taken at a physical meeting of the Board. All such meetings held via electronic mail or teleconference shall be duly recorded by the secretary or his designee and filed with the minutes of the proceedings of the Board.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

6.1 Nomination.

Nomination for election to the Board may be made by a nominating committee appointed by the Board prior to the annual meeting. The nominating committee shall consist of a

chairman, who shall be a member of the Board, and two or more Members. The nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies to be filled. Nominations may also be made from the floor at the annual meeting.

6.2 Election.

The first election of the Board shall be conducted at the 2006 meeting of the Association and the authorized number of Directors shall be elected at the meeting. Election to the Board shall be by secret written ballot. Election of Directors shall not be cumulative voting in elections in which more than two Directors are to be elected. The persons receiving the largest number of votes shall be elected. The Association shall publish the names and addresses of all officers and board members of the Association within 30 days of their election.

6.3 Vacancies.

Any vacancy on the Board caused by death, disability, resignation or increase in the number of Directors may be filled by appointment by a majority of the remaining Directors or by the sole remaining Director. Any vacancy on the Board caused by removal of a Director shall be filled by election pursuant to sections 2 and 3 of this Article.

ARTICLE VII MEETINGS OF DIRECTORS

7.1 Regular Meetings.

Regular meetings of the Board shall be held at such intervals as the Board considers necessary and desirable, but not less often than once every three (3) months. Regular meetings shall be held at such place and at such hour as may be fixed, from time to time, by resolution of the Board. Notice of the time and place of regular meetings shall be communicated to all Directors not less than seven (7) days prior to the meeting, provided, however, that notice of a meeting need not be given to any Director who has signed a waiver of notice or consent to holding of the meeting.

At each quarterly Board of Directors meeting, lot owners shall be given an opportunity to attend a portion of the executive board meeting and to speak to the executive board about their issues or concerns. The executive board may place reasonable restrictions on the number of persons who speak on each side of an issue and may place reasonable time restrictions on persons who speak.

7.2 Special Meetings.

Special meetings of the Board shall be held when called by written notice signed by the president of the Association or by any two (2) Directors other than the president. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be sent to all Directors not less than seventy

two (72) hours before the scheduled time of the meetings, provided, however, that the notice need not be given to any Director who has signed a waiver of notice or consent to holding the meeting.

7.3 Annual Meetings.

The annual meeting of each newly elected Board shall be held without further notice immediately following the annual meeting of Members of the Association, and at the same place, unless by unanimous consent of the Directors then elected and serving such time and /or place shall be changed.

7.4 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.

7.5 Open Meetings.

Regular and special meetings of the Board shall be open to all Members of the Association; provided, however, that Members who are not Directors may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board.

7.6 Executive Session.

The Board may, with the approval of a majority of a quorum of its Members, adjourn a meeting and reconvene in closed executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

**ARTICLE VIII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

8.1 Powers.

The Board shall have power to:

(A) Adopt, publish and enforce Rules and Regulations governing the Association, the use and enjoyment of the Common Area and any facilities thereon, and the personal conduct thereon of the Members, their guests, invitees, members of their families or households, and tenants, provided the Rules and Regulations are approved by the vote or written consent of a majority of the Members, and provided that

(1) The Members may amend any such Rules and Regulations adopted by the Board at any regular or special meeting of the Members called for such

purpose by a sixty seven percent (67%) majority of the votes except as otherwise stated in the Declaration, the Articles, and these Bylaws;

(2) Such Rules and Regulations shall be reasonable and must be consistent with the Declaration, the Articles and these Bylaws; and

(3) Rules and Regulations shall not be effective until written notice thereof has been given by mailing a copy of the Rules and Regulations, postage prepaid, at least ten (10) days before the effective date of the Rules and Regulations, to each Member addressed to the Member's address last appearing in the books of the Association and/or the Members's last electronic mail address last appearing in the books of the Association.

(B) Appoint an adjudicatory panel to serve as an owner's first venue for recourse to appeal an alleged infraction of the Declaration, the Articles and these Bylaws.

(C) After Notice and Opportunity for Hearing by the Board

(1) Suspend an Owner's rights as a Member of the Association, including his voting rights and right to use the common area or any recreational amenities/facilities on the Common Area, for any period during which any fine against such Member or any assessment against such Member's Lot remains unpaid;

(2) Impose monetary penalties as provided in the Declaration or the Act for any infraction of the Rules and Regulations or any violation of or failure to comply with the provisions of the Declaration, the Articles, these Bylaws, or the ACC building standards provided the Member shall have been warned in writing of said infraction(s) within the preceding one (1) year; and

(3) Suspend an Owner's rights as a Member of the Association for any infraction of the Declaration, the Articles, these Bylaws, and Rules and Regulations;

(D) Enforce and carry out provisions of the Declaration, these Bylaws and the Articles, and exercise all rights of the Association and the Board set forth in the Declaration, these Bylaws and the Articles;

(E) Pay any taxes or assessments which are or could become a lien on the Common Area or any portion thereof;

(F) Contract for casualty, liability and other insurance;

(G) Incur and pay expenses on behalf of the Association and contract for goods and services for the Common Area or any other real or personal property for which the Association is responsible and any other real or personal property for which the Association may have duties and obligations; provided, however, that:

(i) no contract with a third person wherein the third person will furnish goods or services for the Common Area or any other real or personal property for which the Association is responsible shall exceed a term of one year (except for a management contract or a contract with a public utility regulated by the Public Utilities Commission, in which case the contract shall be limited to the shortest term allowable by such public utility at the regulated rate);

(ii) all capital improvements shall be approved by the Board and included in the annual budget for the Association. The Board is responsible in securing funding and/or financing to pay for said Capital Improvements as shall be deemed necessary.

(iii) any management agreement for the Property shall be terminable for cause upon thirty (30) days' written notice, without payment of a termination fee. The restrictions contained in (i) and (ii) hereinabove shall not apply if the contract or expenditures are approved by a majority of the votes appurtenant to the Lots.

(H) Delegate to committees, officers, employees and other agents of the Association reasonable powers to carry out the powers and duties of the Board; provided, however, that the Board shall not delegate the power to impose discipline against Members or to levy fines against Members except as otherwise stated in the Declaration, the Articles or these Bylaws;

(I) Prepare and distribute budgets and financial statements of the Association;

(J) Enter any Lot, at reasonable hours, after twenty four (24) hours notice and with as little inconvenience to the Owners as possible, in connection with any work or thing required or permitted to be performed or done by the Association by the Declaration, the Articles, these bylaws, the Rules and Regulations and the ACC building standards. In the event of emergency threatening injury to person or property, or reasonable cause to believe there is such an emergency, the right of entry shall be immediate and may be exercised without notice, whether or not the Owner is present. The Association shall repair any damage caused by such entry;

(K) Employ a manager and such other employees as it deems necessary to carry out the powers and duties of the Association.

(L) Sell, transfer and convey the property of the Association, except that: (i) a majority of the votes appurtenant to the Lots shall be required when the sale, transfer or conveyance of any property exceeds in value five percent (5%) of the budgeted gross expenses of the Association for the fiscal year, or when the aggregate of all property sold in any fiscal year of the Association exceeds in value five percent (5%) of the budgeted gross expenses of the Association for the

fiscal year; and (ii) any sale, transfer or conveyance of real property shall require an affirmative vote of sixty seven percent (67%) of the Members;

(M) Exercise all the powers set forth in the North Carolina Planned Community Act and the North Carolina Nonprofit Corporation Act, except those reserved to the Members by the provisions of these Bylaws, the Articles or the Declaration; and

(N) Compromise, settle, release and otherwise adjust claims, demands, causes of action and liabilities on behalf of the Association and Owners, as the case may be, provided any such claim, demand, cause of action or liability arises out of or relates to a condition or defect common to all or a majority of the Lots or improvements constructed thereon, or to the development, design, construction, condition, repair or maintenance of or damage or injury to or defect in the Common Area or part thereof, and make and receive all payment or other consideration necessary therefore or in connection therewith. For such purposes, the Board shall be, and hereby is, irrevocably appointed attorney-in-fact to act on behalf of all Owners upon such terms and conditions and for such considerations as may be approved by a majority of the Board.

8.2 Non Liability.

A Director of the Board shall not be liable to the Members if he performs the duties of a Director, including the duties as member of any committee of the Board upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared and presented by:

(A) One or more officers or employees of the Association whom the Director believes to be reliable and competent in the matters presented;

(B) Counsel, independent accountants or other persons as to matters which the Director believes to be within such person's professional or expert competence; or

(C) A committee of the Board on which the Director does not serve, as to matters within its designated authority, which committee the Director believes to merit confidence; so long as, in any such case, the Director acts in good faith, after reasonable inquiry, when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

8.3 Duties. The Board shall:

(A) Cause to be kept a complete record of all its acts and corporate affairs;

(B) Supervise the officers, agents and employees of the Association in the proper performance of their duties;

(C) As more fully provided in the Declaration and subject to any limitations contained therein:

(1) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period and, if necessary, revise such annual assessment;

(2) Send written notice of each assessment to every Owner in advance of each annual assessment period, provided that failure to comply with the provisions of this subparagraph shall not invalidate any assessment, lien or obligation to pay such assessment; and

(3) Take appropriate action against any Owner who is delinquent in the payment of any assessment to the Association, which action may include, but is not limited to, suspension of membership in the Association, commencement of an action against the Owner for payment thereof and/or foreclosure of the lien against the Lot of such Owner.

(D) Issue, or cause an appropriate officer to issue, upon demand by any person having a legitimate interest, a certificate setting forth whether or not any assessment has been paid, for which certificate a reasonable charge may be made by the Board;

(E) Procure and maintain liability, fire and extended coverage casualty insurance, as required by the Declaration, worker's compensation insurance, and such additional insurance and endorsements as the Board may deem desirable;

(F) Cause the Common Area and any other real and personal property for which the Association may be responsible or as to which the Association may have duties and obligations to be kept in a good state of maintenance and repair; and

(G) Pay proper expenses of the Association.

ARTICLE IX OFFICERS AND THEIR DUTIES

9.1 Enumeration of Offices.

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

9.2 Election of Officers.

The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

9.3 Term.

The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless such person resigns, or is removed, or, is otherwise disqualified to serve.

9.4 Special Appointments

The Board may appoint such other officers as the affairs of the Association may require, each of whom shall hold such office for such period, have such authority and perform such duties as the Board may determine from time to time.

9.5 Resignation and Removal.

Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by 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.

9.6 Vacancies.

A vacancy in any office may be filled by the Board. Appointment shall be confirmed by majority vote of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

9.7 Multiple Offices.

No person shall simultaneously hold more than one of any of the offices, except in the case of special offices created pursuant to section 9.4 of these bylaws; provided, however, that notwithstanding the foregoing, the offices of secretary and treasurer may be held by the same person and the vice president is the chair of the ACC.

9.8 Duties.

The duties of the officers shall be those usually vested in their respective offices, including the following:

(A) President: The President shall preside at all meetings of the Board and shall see that orders and resolutions of the Board are carried out;

(B) Vice President: 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; The Vice President shall also chair the Architectural Compliance Committee.

(C) Secretary: The Secretary elected and authorized by the Board, shall keep minutes of all meetings of the Board and of the Members and shall have custody and charge of the Association's corporate seal, minute book, membership transfer books, and such other books, papers and documents as the Board may prescribe; and

(D) Treasurer: The Treasurer, elected and authorized by the Board, shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the corporation, and shall perform such other duties as the Board of Directors may prescribe. If required by the Board of Directors, he shall give the corporation a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the corporation. In case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation to be turned over to the Association president within 30 days.

(E) Member-At-Large: The Member-At-Large will take over the duties of any vacant officer position until said position is filled by Board appointment as set forth in section 9.6 of these Bylaws.

9.9 Checks and Drafts.

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable by the Association and if non-budgeted and over \$1000 shall be approved in writing by two (2) officers, more specifically the treasurer and the president and in such manner as, from time to time, shall be determined by resolution of the Board. All budgeted order for payment of money, notes or other evidences of indebtedness issued in the name of or payable by the Association shall be paid for by the Treasurer.

9.10 Execution of Contracts and Other Documents.

The Board by resolution may authorize any officer or officers, agent or agents to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Association by any contract or agreement or to pledge its credit to render it liable for any purpose or for any amount.

9.11 Transfer of Documents and Records.

Each officer is required to transfer any and all association records, including but not limited to - meeting minutes, financial information, architectural plans, etc to his replacement or the president within 30 days from the date the officers services to the Association end.

ARTICLE X BOOKS AND RECORDS

The membership register, books or account and minutes of meetings of the Members, Board and committees of the Board shall be made available for inspection and copying by any Member, any Member's duly appointed representative during normal business hours for a legitimate purpose, at such place or places as the Board may prescribe. The Board shall establish reasonable rules with respect to notice to be given to the custodian of the records by the Member desiring to make the inspection; hours and days of the week when such an inspection may be made; and payment of the cost of reproducing documents requested by a Member. The Declaration and Covenants of the Association are public records that can be obtained from the Ashe County Register of Deeds, and are available on the Ashe County web site. Other records shall be maintained by the officers of the Association, as follows: President; Association By Laws, Contracts and Management Agreements, Vice President; Architectural Compliance Committee actions and Building Standards, Secretary; Minutes of Board Meetings and Association Meetings, Treasurer; Financial records, Dues, tax records and membership list. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association, including the right to make extracts and copies of documents.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments that are assessed equally against each Lot. Annual Assessments are due and payable by the Lot Owner of record as of January 1. Special assessments are due and payable by the Lot Owner of record at the time the special assessment is due. Any assessments which are not paid within thirty (30) days of the due date shall be delinquent and subject to fines and late fees. The Board may require that any delinquent assessment bear a late charge to cover administrative expenses incurred as a result of the late payment of the assessment. Late charges on delinquent assessments shall not exceed the rates set forth in the Declaration or the Act. The Association may bring an action at law against the Owner personally obligated to pay a

delinquent assessment and after Notice and Opportunity for Hearing; the Association may suspend a delinquent Owner's membership in the Association until the assessment and fines and/or fees are paid in full. Furthermore, at the discretion of the Board, the Association may bring legal action against the Lot Owner to collect unpaid assessments. In any action to enforce payment of an assessment, the Association shall be entitled to recover interest, costs and reasonable attorneys' fees. No Owner may exempt himself from payment or assessments by waiver of the use or enjoyment of all or any portion of the Common Area or abandonment of his Lot.

**ARTICLE XII
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the name of the Association.

**ARTICLE XIII
AMENDMENTS AND INTERPRETATION OF DOCUMENTS**

13.1 Amendment.

Any amendment of these Bylaws shall require a sixty seven percent (67%) majority vote of all members.

13.2 Interpretation.

In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. In the case of any conflict between the Articles and the Declaration, the Declaration shall control.

IN WITNESS WHEREOF, we, being all of the Directors of Woodland Shores Property Owners Association, Inc., have hereunto set our hands this ____ day of _____, 2006.

_____, Director
_____, Director
_____, Director
_____, Director
_____, Director

CERTIFICATION

The undersigned does hereby certify that:

That I am the duly elected and acting Secretary of Woodland Shores Property Owners Association, Inc., a North Carolina non profit corporation, and, That the foregoing bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors of said corporation, held on the _____ day of _____, 2006.
