

**BYLAWS OF  
THE CABINS AT OLD HORSE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
NAME, PRINCIPAL OFFICE AND DEFINITIONS**

- 1.1. Name. The name of the corporation is The Cabins at Old Horse Homeowners Association, Inc. (the "Association").
- 1.2. Principal Office. The principal office of the Association shall be 192 White Oak Bluff Road, Stella, NC 28582 (the "Principal Office"). The Association may have such other offices, as the Board of Directors may determine or as the affairs of the Association may require.
- 1.3. Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain Covenants, Conditions and Restrictions for The Cabins at Old Horse Homeowners Association filed in the Registry of Deeds of Carteret County, North Carolina, as it may be amended from time to time (the "Declaration"), unless the context indicates otherwise.

**ARTICLE II  
ASSOCIATION: PURPOSE, MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES**

- 2.1. Purpose. The purpose and duties of the Association shall be:
- (a) To manage the Property pursuant to the terms and provisions of Article 3 of Chapter 47C of the North Carolina General Statutes, these Bylaws, any Rules and Regulations promulgated by the Association or its Board of Directors and the Declaration of Covenants, Conditions and Restrictions (and any amendments thereto).
  - (b) To enforce the provisions of these Bylaws, the Declaration, and any Rules and Regulations promulgated by the Association or its Board of Directors.
- 2.2. Membership. Every person or entity who is a record owner or a fee or undivided fee interest in any of the Units in any phase of The Cabins at Old Horse, a condominium community (the "Property") shall be a member of the Association. Ownership of such interest shall be the sole qualification for membership, and membership shall be appurtenant to and may not be separated from such ownership. The Association shall have two classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration.
- 2.3. Place of Meetings. Place of Meetings. Meetings of the Association shall be held at the Principal Office of the Association or at such other suitable place convenient to the Members as the Board may designate, either within the Property or as convenient as possible and practical.
- 2.3. Annual Meetings. The annual meeting of the members shall be held once a year on a day that is not later than sixty (60) days following the close of the Association's fiscal year, as determined by the Board of Directors, for the following purposes:

(a) To ratify or reject the summary of the proposed budget submitted by the Board of Directors.

(b) To elect the Board of Directors of the Association for the coming fiscal year.

(c) To transact any other business that may come before the membership, including, but not limited to, the adopting, modification and/or repeal of any Rules and Regulations governing the Property.

2.4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by at least ten (10%) percent of the total Association.

2.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than 10 nor more than 60 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

(a) In the case of a Special Meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

(b) If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the records of the Association, with postage prepaid.

2.6. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, Members or their proxies holding a majority of the votes represented at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present any business may be transacted which might have been transacted at the meeting originally called.

2.7. Voting. The voting rights of the Members shall be as set forth in the Articles of Incorporation and Declaration and in these Bylaws, and the voting rights provisions and restrictions described in the Declaration are specifically incorporated by this reference. There shall be no requirement of a quorum for submitting any matter to a vote at any Annual Meeting properly called and convened pursuant to these Bylaws.

2.8. Proxies. At all meetings of Members, each Member may vote in person (if a corporation, partnership or trust through any officer, director, partner or trustee duly authorized to act on behalf of the Member) or by proxy, subject to the limitations of North Carolina law. Each proxy shall be in writing, dated, signed by the Member or its duly authorized attorney-in fact, dated and filed with the Secretary of the Association prior to any meeting for which it is to be effective. Except as otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as

of the same date both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of the Member's Unit, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member who is a natural person, or of written revocation, or upon the expiration of 11 months from the date of the proxy, unless otherwise provided in the proxy.

2.9. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

2.10. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence, in person or by proxy, of Members representing twenty-five (25%) percent of the total eligible class of the Association are entitled to vote on any matter to be decided at said meeting shall constitute a quorum at all meetings of the Association.

2.11. Conduct of Meetings. The President shall preside over all meetings of the Association. The Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted at such meetings, as well as maintain a record of all transactions occurring at such meetings.

2.12. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote, if written consent specifically authorizing the proposed action is signed by at least eighty (80%) percent of the votes in the Association. Such consents shall be signed within 10 days after receipt of the earliest dated consent, dated and delivered to the Association at its Principal Office. Such consent shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

### ARTICLE III

#### BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

##### A. Composition and Selection.

3.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors (the "Board of Directors", the "Directors", or the "Board"), each of whom shall have one equal vote. The Board of Directors shall have the authority to delegate any of its duties to agents, employees, committees, or others; provided, however, in the event of such delegations, the Board of Directors shall remain responsible for any action undertaken by such delegate.

3.2. Number of Directors and Term. The Board of Directors shall consist of three (3) members. The Board of Directors shall serve for a term of twenty-four (24) months. A Director may not serve back-to-back terms but may serve more than one term so long as the terms are not consecutive.

3.3. Nomination of Directors. The Declarant shall have the right to appoint members of the Board of Directors until the community has been fully relinquished to the Class A members, in

which case nominations for election to the Board shall be made from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

3.4. Removal of Directors and Vacancies. Any Director may be removed, with or without cause, by Members holding a majority of the votes entitled to be cast the election of such Director. Any Director whose removal is sought shall be given at least ten (10) days' notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall be elected by a majority of the remaining Directors, even though less than a quorum, at any meeting. The person elected shall fill the vacancy and serve for the remainder of the term of such Director.

In the event of the death, disability, or resignation of a director, the Board of Directors may declare a vacancy and appoint a successor to serve until the next annual meeting, at which time a successor shall be elected to serve the remaining portion, if any, of the term of the director who created the vacancy.

3.5. Compensation. No Director shall receive any compensation from the Association for acting in such capacity.

#### **B. Meetings.**

3.6. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

#### **C. Powers and Duties.**

3.7. Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Articles and as provided by law, including without limitation, the power/authority to appoint committees to assist the Board in carrying out its responsibilities.

3.8. Duties. The duties of the Board shall include, without limitation:

- (a) Preparing and adopting annual budgets in which there shall be established each Owner's share of the Common Expenses;
- (b) Making assessments to defray common expenses and establish means and methods of collecting such assessments;
- (c) Collecting the assessments, depositing the proceeds and using the proceeds to administer for the Association;
- (d) Providing for the operation, care, upkeep, and maintenance of all areas which are the responsibility of the Association;

- (e) Designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (f) Depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment in depositories other than banks;
- (g) Making and amending Use Restrictions and Rules and Regulations in accordance with the Declaration, if delegated to the Board by the Declarant;
- (h) Opening of bank accounts on behalf of the Association and designating signatories required;
- (i) Making or contracting for the making of repairs, additions, and improvements to or alterations of property of the Association in accordance with the Declaration and these Bylaws;
- (j) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, paying the cost of the premium thereof, and filing and adjusting claims, as appropriate;
- (k) Paying the cost of all services rendered to the Association or its Members, which are not directly chargeable to the Owners;
- (l) Keeping books with detailed accounts of the receipts and expenditures of the Association and its administration and specifying maintenance, repair and other expenses incurred; and

3.9. Management. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize.

3.10. Right to Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, cooperatives, or property owners or similar associations, within and outside the Properties; provided, any common management agreement shall require the consent of a majority of the total number of directors of the Association.

3.11. Fining or Suspension Procedure. The Board shall not impose monetary fines and to suspend an Owner's right to use any part of the Common Property unless and until the following procedure is followed:

- (a) Notice. Prior to imposition of any sanction hereunder or under the Declaration, the Board or its delegate shall serve the alleged violator with written notice via first-class mail or certified mail and sent to the last address of the Member shown on the records of the Association, specifying the following:
- (i) the nature of the violation, the fine or the suspension to be imposed, and the date, not less than fifteen (15) days from the date of the notice, that the fine or the suspension will take effect;
  - (ii) the violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine or suspension imposed;
  - (iii) the name, address, and telephone number of a person to contact to challenge the fine or suspension;
  - (iv) any statements, evidence and witnesses may be produced by the violator at the hearing; and
  - (v) all rights to have the fine or suspension reconsidered are waived if a hearing is not requested by the violator within ten (10) days of the date of the notice.
- (b) Hearing. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. No fine or suspension shall be imposed prior to the date that is five (5) days after the hearing.

#### ARTICLE IV OFFICERS

- 4.1 Officers. The officers of the Association shall be a President, Secretary, and Treasurer.
- 4.2 Duties. The duties of the officers, unless otherwise stated by a resolution of the Board, are as follows:
- (a) President. The President shall serve as the Chief Executive Officer of the Association, and subject to the control of the Board, shall supervise and control the management of the Association. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, promissory notes and other written instruments and may co-sign all checks.
  - (b) Secretary. The Secretary shall record the votes and keep the minutes of all meetings of the Board and of the Members.

- (c) Treasurer. The Treasurer shall maintain the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of accounts showing all receipts and disbursements, preparing financial statements, preparing tax returns, and shall deposit all monies and other valuable effects in the name of the Association.

ARTICLE V  
MISCELLANEOUS

- 5.1 Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In absence of a resolution, the fiscal year shall be the calendar year.
- 5.2 Conflicts. If there are conflicts between the provisions of North Carolina law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of North Carolina law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

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CERTIFICATION

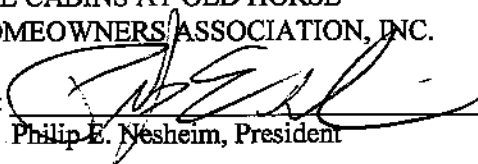
I, the undersigned, do hereby certify:

That I am the duly elected and acting President of The Cabins at Old Horse Homeowners Association, Inc., a North Carolina corporation.

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 21<sup>st</sup> day of August, 2024.

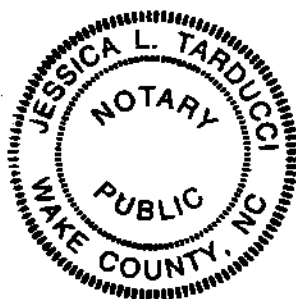
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 21<sup>st</sup> day of August, 2024.

THE CABINS AT OLD HORSE  
HOMEOWNERS ASSOCIATION, INC.

By:   
Philip E. Nesheim, President

STATE OF NORTH CAROLINA  
COUNTY OF Wake

I the undersigned Notary Public of the County and State aforesaid, certify that Philip E. Nesheim personally appeared before me this day and acknowledged that he is the President of The Cabins at Old Horse Homeowners Association, a North Carolina corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 21<sup>st</sup> day of August, 2024.



Jessica L. Tarducci, Notary Public

My Commission Expires: 1/12/2024