

**BYLAWS OF
STARVIEW HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC.**

Article 1

General

Section 1. Name. The name of the corporation is Starview Heights Property Owners' Association, Inc. (hereinafter referred to as the "Association").

Section 2. Membership. As provided in the North Carolina Planned Community Act (N.C. Gen. Stat. 47F-1-101 et seq.) [hereinafter referred to as the "Planned Community Act"], an Owner of a Lot shall become a Member of the Association (hereinafter referred to as "Member") upon taking title to the Lot and shall remain a Member for the entire period of Membership. If title to a Lot is held by more than one person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Lot. Membership does not include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to each Lot and shall be transferred automatically by conveyance of that Lot and may be transferred only in connection with the transfer of title.

Section 3. Voting. Each Lot shall be entitled to one (1) vote which may be cast in accordance with the terms herein. A vote may be cast by the Owner, or by a lawful proxy, as provided below, and shall be allocated as provided in the Consolidated, Restated and Amended Declaration of Covenants, Conditions and Restrictions of Starview Heights Property Owners Association (hereinafter "Declaration"). Voting may be conducted by a secure software platform approved by the Board, or in person at an in-person Voting Day at the Clubhouse. When more than one person owns a Lot, the vote for such Lot shall be exercised as they between or among themselves determine and one email address shall be provided to the Board for purposes of receiving a ballot for vote. In no event shall more than one (1) vote be cast with respect to any Lot. In the event of disagreement among such persons and an attempt by two or more of them to cast such vote or votes, such persons shall not be recognized, and such vote or votes shall not be counted. Once balloting/voting has begun, no late ballots/votes will be permitted after the end of the designated voting period.

The Board of Directors (hereinafter the Board) may prohibit any owner from voting, either in person or by proxy, or from being elected to the Board if such owner is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Nominating and Voting procedures shall be conducted as described in the document "Starview Heights Community Election Plan, Process, and Timeline" which is incorporated by reference in these Bylaws and which may be modified by the Board from time-to-time without need to change the Bylaws as long as no changes are in conflict with the Bylaws.

All voting shall be completed thirty-six hours prior to the Annual Meeting, and results of the balloting shall be presented at the Annual Meeting.

a) Proxy. Any Member entitled to vote in accordance with Section 3 may do so by written proxy executed by the Member by letter or by email from the Member's email address as recorded by the Association, setting forth the vote for which the proxy is valid. If there is more than one owner of a Lot, the email address must be the one selected by the owners for voting on the software platform used for the election. To be valid, a proxy must be filed with the Association Secretary beginning within five days before the start of the ten-day voting period for which it is to be used, and must be dated. No proxy shall

be revocable except by written notice or an email from the same email address used to file the proxy, delivered to the Association Secretary prior to the time the 10-day voting period ends.

b) **Vote by Written Ballot.** In accordance with Section 55A-7-08 of the North Carolina Nonprofit Corporation Act, any action that may be taken at an annual, regular, or special meeting of members may be taken without a meeting if the Association delivers by mail, email, or otherwise a written or Board-approved electronic ballot to every email address entitled to vote on the matter.

c) **Multiple Lot Ownership.** Members may own more than one Lot and are entitled to multiple votes based on the number of lots owned, as long as the Lot owner is paying the fully assessed monthly POA fee on each Lot.

Section 4. Majority. As used in these Bylaws, for any vote of the membership held in accordance with or pursuant to the Declaration, the term "majority" shall mean those eligible votes totaling more than fifty percent (50%) of the total number of eligible votes. Unless otherwise specifically stated, the words "majority vote" shall mean more than fifty percent (50%) of the eligible votes of the Association represented at a meeting in person or by proxy. Unless otherwise provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

Section 5. Purpose. The Association shall have the responsibility of administering the Planned Community, establishing the means and methods of collecting the contributions to the common expenses, arranging for the management of the Planned Community, enforcing the Declaration and these Bylaws, and performing all of the other acts that may be required to be performed by the Association as outlined in any Federal, State or Local Statute. The Association shall also amend and supplement the system of administration, the Declaration and these Bylaws as may be required from time to time and perform all other things or acts required or permitted to the Association under such statutes. Except as to those matters which either the Declaration, these Bylaws or any Statute specifically require to be performed by the vote of the Association, the administration of the foregoing responsibilities shall be performed by the Board, as is more particularly set forth below.

Article 2

Definitions

Terms as used in these Bylaws shall have the meanings as set forth in Article One of the Declaration unless specifically provided otherwise or the context otherwise requires, including the following:

1. "Statute" shall mean a written law passed by a legislative body, including, but not limited to:
 - a. North Carolina General Statute Chapter 47F. North Carolina Planned Community Act (G.S.47F)
 - b. North Carolina General Statute Chapter 55A. North Carolina Nonprofit Corporation Act (G.S.55A)
 - c. Title 26 of the United States Code (i.e. Internal Revenue Code)
2. "Secure voting system" shall mean the methodology used for voting to ensure protection, privacy and data integrity. This may include manual and electronic means.

Article 3

Meeting of Members

Section 1. Annual Meetings. The regular Annual Meeting of the Members shall be held between the period November 15 and December 15, at the Starview Heights Clubhouse unless it is not available.

Section 2. Substitute Annual Meetings. If an Annual Meeting is not held during the period designated, then a Substitute Annual meeting shall be called in accordance with Sections 4 and 5 of this Article. A meeting so called shall be designated and treated for all purposes as an Annual Meeting.

Section 3. Special Meetings. Special meetings of the Members for any purpose may be called at any time by the President; and shall be called upon the request of a majority of the Board, or upon the written request of Lot Members having the necessary quorum of Members of the Association, per Section 6.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to e-mail via the established Residents' List, or notify by U.S. Postal Service to the Members, a notice of each annual or special meeting of the Association at least ten (10) days and not more than sixty (60) days prior to each annual or special meeting. The notice of any meeting must state the time and place of the meeting and 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 an officer/director. In the case of a Special Meeting, the notice of the meeting shall state specifically the purpose or purposes for which the meeting was called. Notices shall be delivered as stated above. The delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice and is addressed in Article 4, Section 10.

Section 6. Quorum. The presence of Members entitled to cast one quarter (25%) of the eligible votes of the Association in person, by electronic means (such as Zoom), or by proxy, shall constitute a quorum, unless some other quorum is required for a specific reason.

Section 7. Adjournment. Any meeting of the Members may be adjourned from time to time by the President or Chairperson or by a vote of the Members holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session. Emailed notice to the Community of such adjourned session shall be required at least two days prior to the adjourned session. Minutes of the adjourned meeting shall be made available to the Members, in the same manner as a regular meeting.

Section 8. Conduct and Business. Robert's Rules of Order (latest edition) shall govern the conduct of the meeting, when not in conflict with the Declaration, Articles of Incorporation, these Bylaws, or any ruling made by the person presiding over the meeting.

Article 4

Board and Officers

Section 1. Composition. The affairs of the Association shall be governed by a Board. The Board shall be composed of five (5) Directors who shall be the Officers of the Association. Each Director shall be an Owner, or the spouse/partner of an Owner, of at least one Lot; provided, however, there shall be only one person per their lot of residence serving as a Board member at the same time.

Section 2. Election and Term of Office. Officers shall be elected by vote of Association Members as described in Article 1 Section 3a. In all cases, only one vote is permitted per property.

A quorum must be present as defined in Section 6. The officers shall be the directors and are here in after called officers, officers/directors or Member of the Board. The following officers shall be elected:

President
Vice President
Secretary
Treasurer
Director-at-Large

Voting shall be done by ballot via a Board-approved software platform; in person at the in-person Voting Day at the clubhouse, or by proxy as described in Article 1, Section 3a for the offices above. Since terms are staggered as defined in the section "Term" below, a single ballot will cover nominees for the positions being considered for that term. Those persons receiving the most votes shall be elected to each of those positions.

A description of the primary responsibilities and duties of each officer/director is provided below to aid individuals in determining interest in nomination for a specific office. Additional responsibilities may be included as part of Election documents prepared by the Elections Committee. The newly-elected Board shall review and re-allocate responsibilities as appropriate within 60 days of the election.

President:

The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board and shall see that orders and resolutions of the Board are carried out. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the North Carolina Nonprofit Corporation Act.

The responsibilities of the President shall include the items below, which may be assigned to other officers/Board members as appropriate.

- Preside over Board meetings and Association meetings;
- Serve as the primary liaison between the Board and the Association's legal counsel;
- Provide liaison with other Boards such as Little Flat Creek,

Vice President

The Vice President, unless otherwise determined by the Board, shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

The general responsibilities/duties of the Vice President shall also include:

- Other duties as assigned by the President or determined by the Board;

Treasurer

The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns in a timely fashion, and for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board. The Treasurer shall be responsible for any audit or review of the Associations books as directed by the Board or the Members pursuant to Article 7 of these Bylaws.

Furthermore, with advisory input from the Finance Committee, the Treasurer shall cause to create, keep, and manage a written budget and reserve policy, and shall present the previous year's budget and the proposed annual budget and the budget for reserves for all Members to review, at least ten days prior to the Annual Meeting.

If the Board recommends a fee increase for the upcoming budget, the amount of that increase shall be provided to the Members, along with the annual budget adopted by the Board, at least ten days prior to the annual meeting. A vote for ratification of the annual budget, and fee increase if necessary, shall be conducted by lot owners present in person or by electronic means at the annual meeting following discussion with the Members present.

The responsibilities of the Treasurer shall include:

- The Treasurer, with advisory input from the Finance Committee, shall establish a reserve policy, and with Board approval have the authority to retain a consultant to evaluate reserves.
- The Treasurer shall electronically or physically sign (approve) all checks necessary for unbudgeted expenditures greater than \$1,000 and shall sign any promissory notes of the association. Unbudgeted expenditures greater than \$5000 shall be approved by the Board and unbudgeted expenditures of greater than \$10,000 cumulative amount for a specific purpose shall also require approval of the Members.
- The Treasurer shall be responsible for accurate and timely filings of all required state and federal tax documents;
- Provide credit card accounts and an operation checking account if appropriate, for use by the Property Advisor for ongoing operation and maintenance of facilities.
- With approval of the Board shall be permitted to retain an accountant or Certified Public Accountant within the budget to keep the Associations' books, prepare financial documents, and perform other routine functions commonly performed by an accountant. This accountant or CPA may be a Property Owner or may be a paid outside individual. This person shall report to the Treasurer.

Secretary

The Secretary shall keep the minutes of all meetings of the Association and of the Board and shall have charge of such books and papers as the Board may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with North Carolina Non-profit Corporation Act. The responsibilities of the Secretary shall include the following items, and any of these items may be delegated to other Board members.

- Primary responsibility for communication within and outside the community, in coordination with the President;
- Sign a copy of the approved minutes and provide minutes to Association members within ten days after a Board meeting;
- Ensure that proper notice is provided of Board meetings and membership meetings;
- Ensure that various Association reports and records are prepared and maintained;
- File appropriate documents with the Secretary of State;
- Count, record, and report results of voting on officers/directors or other major Member votes;

Director-at-Large

This position shall have the responsibility of providing liaison for all Members with specific responsibility to ensure liaison with the different areas of the Community, and shall have such other duties as determined by the Board.

- Responsible for understanding, and compliance with the CC&Rs, bylaws and rules, and applicable Federal, State and Local Statutes.

Term. The term of office for officers/directors shall be in general be three years, with staggered terms. For the initial election, the term for the President and Treasurer shall be three years, the initial term for the Vice President and Secretary shall be two years, and the initial term for the Director-at-Large shall be one year

Section 3. Nomination. A Nomination Period will be established by the Board at least 45 days prior to the Annual Meeting except in the case of the initial election held as part of the transition to a Member-elected Board. For this first election, the Nomination Period shall begin at least 25 days before the Annual Meeting

Self-nominees may submit a form, approved by the Board, to the Board Secretary (or Elections Committee) with the Nominee's name, office which he/she is seeking, and any desired qualifying information.

In the absence of sufficient self-nominations the Board of Directors may also establish a Nominating Committee consisting of a Chairperson, who shall be a member of the Board, and at least two (2) Members (lot owners) of the Association. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion, determine; however in no event shall the nominations be less than the number of vacancies.

All officers shall be Members as described in Article 1, Section 2. Only one person residing at a property may serve on the Board.

In event of a tie vote, a runoff election shall be conducted within five days of the annual meeting in accordance with the procedures described in Article 1 Section 3.

Nominees must be a lot owner within Starview Heights Community and in good standing with the POA, up-to-date on their dues and any other financial obligations. All nominees or any community member may provide qualification summaries (either verbally or in writing) as a testament to such. Nominees may discuss their qualifications, interest, or experience in the position and the members may question the nominee.

Section 4. Removal of Members of the Board. At any regular or special meeting of the Association duly called at which a quorum is present, any one or more of the members of the Board may be removed, with or without cause, by at least a sixty-seven percent (67%) vote of Members present and entitled to vote at such meeting, pursuant to Article 1 Section 3 of these Bylaws, and a successor may then and there be elected to fill the vacancy thus created. Any officer/director whose removal has been proposed by the Members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any officer/director who has been absent without an excuse from three (3) consecutive Board meetings may be removed from the Board by the vote of at least a sixty-seven percent (67%) vote of all persons present and entitled to vote at such meeting, pursuant to Article 1 Section 3 of these Bylaws.

Section 5. Vacancies. Vacancies in the Board caused by any reason, shall be filled for the remainder of that Director's term, at a special election meeting of the Association, and shall be filled by a vote pursuant to Article 1, Section 3. Each person so selected shall serve until a successor is be elected at end of the original officer/director's term.

Section 6. Compensation. No Member of the Board shall receive any compensation from the Association for acting as such; provided, however, each officer/director, upon approval of the Board, shall be reimbursed for reasonable out-of-pocket expense incurred and paid by him/her on behalf of the Association, and nothing herein shall prohibit the Association from compensating an officer/director for unusual and extraordinary services rendered to the extent authorized by the Members of the Association at any meeting called for that purpose; further provided, each officer/director, by assuming office, waive his right to institute suit against or make claim upon the Association for compensation.

Section 7. Organizational Meeting. The first meeting of a newly elected Board shall be held at the Clubhouse within 60 days of election at such time as may be determined by the officer/directors, and shall be conducted as described for a Regular Meeting in Section 8.

Section 8. Regular Meetings. Meetings of the Board shall be held regularly at the Clubhouse unless it is unavailable, at such time as shall be determined from time to time by the Board. There shall be a minimum of four (4) meetings of the Board per year. Meetings of the Board may be held via conference call, or through a Board-approved online conferencing software, as long as all attending can hear each other. Members may attend all meetings.

Section 9. Special Meetings. Special meetings of the members for any purpose may be called at any time by the President; and shall be called upon the request of a majority of the Board, or upon the written request of a quorum of Members, per Section 6, of the Association.

Ten (10) days' notice to each director and Member shall be given by mail, email, in person or by telephone, which notice shall state the time, place, and purpose of the meeting. Special meetings shall be treated as regular meetings described in Section 8 unless there are extenuating circumstances such as discussion of inappropriate homeowner activities, which would be held in a special closed session of the Board.

Section 10. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person, virtually by electronic means, or by proxy, shall be deemed waiver by such Owner of notice of the time, date, and place thereof, unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order.

Attendance at a special meeting shall also be deemed waiver of notice of all business transacted there at, unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a book of minutes recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. Robert's Rules of Order (latest edition) shall govern the conduct of the meetings of the Board when not in conflict with Statutes, the Declaration, the Articles of Incorporation, these Bylaws, or any ruling made by the person presiding over the meeting. A majority of officer/directors shall constitute a quorum for the transaction of business. A decision of the Board shall be by a majority of those officer/directors present at the duly called meeting. The President may vote.

Section 12. Action Without a Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the Board. Any action taken without a meeting, must be unanimously agreed upon by the Board, and written consent to the action by all Officer/directors must be filed with the minutes of the Board. A written description of the action shall be provided to all Members for any action affecting the overall welfare of the community.

Section 13. Tie Votes. In the event of a tie vote by the Board, the President may, in addition to his vote as a Board member, exercise a supplemental vote to break the tie vote.

Section 14. Powers and Duties. The Board shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Planned Community and may do all such acts and things as are not by the Declaration, Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the Association Members. The Board shall have the power to adopt, modify, and repeal such reasonable rules and regulations as it deems necessary and appropriate for the governance of the Planned Community or the administration of

the affairs of the Association and to imposes actions for violations thereof, including, without limitation, monetary fines. Such powers and duties shall include but not be limited to the items listed below.

A. BUDGETS AND RESERVES:

The Board shall adopt a budget for revenues, expenditures, and reserves no later than mid-November of each year for the upcoming fiscal year. The budget shall be presented by the Treasurer, with advice from the Financial Advisory Committee. The budget, and any increase in monthly fees, shall be presented to the Members for review and comment no less than 10 days prior to the Annual Meeting. Members will then vote to ratify the budget at the Annual Meeting. The budget is ratified if it is not voted down.

The items listed in B below must be presented to the Members of the Association at a Board meeting or by email, and any comments resolved, prior to the Board's vote.

B. ITEMS REQUIRING REVIEW AND COMMENT BY ASSOCIATION MEMBERS PRIOR TO BOARD VOTE.

(a) Adopt and amend Rules and Regulations;

(b) Retain managing agents. This action shall require a special meeting of the Association and be approved by at least a sixty-seven percent (67%) vote of all Members, pursuant to Article 1 Section 3 of these Bylaws

(c) Acquire, hold, encumber, and convey in its own name any right, title or interest to real or personal property, provided that common elements may be conveyed or subjected to a security interest only pursuant to NC G.S. 47F-3-112;

(d) Grant easements, leases, licenses, and concessions through or over the common elements;

(e) Borrow money and assign its right to future income, including the right to receive common expense assessments subject to approval of the purpose of the borrowing by a majority of the vote of the members of the Association;

(f) Prepare, execute, certify and record amendments to the Declaration and Bylaws on behalf of the Association

C. ITEMS NOT REQUIRING PRIOR REVIEW AND COMMENT BY ASSOCIATION MEMBERS

(g) Collect assessments for common expenses

(h) Institute, defend, or intervene in its own name in litigation or administrative proceedings on matters affecting the Planned Community;

(i) Make contracts, open bank accounts, and incur liabilities;

(j) Regulate the use, maintenance, repair, replacement, and modification of common elements;

(k) Cause additional improvements to be made as a part of the common elements within the limits of expenditures permitted by the Declaration and/or Bylaws;

(l) Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements and for services provided to Members;

(m) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines not to exceed One Hundred Fifty Dollars (\$150.00) per violation (on a daily basis for continuing violations) of the Declaration, Bylaws, and Rules and Regulations of the Association pursuant to NC G.S. 47F-3-107.1;

(n) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid assessments;

(o) Provide for the indemnification of and maintain liability insurance for its, officer/directors, employees and agents;

(p) Exercise any other powers conferred by the Declaration, these Bylaws, or Federal, State or Local Statutes;

(q) Exercise any other powers necessary and proper for the governance and operation of the Association.

Section 15. Management Agent. The Board may employ for the Planned Community a professional management agent or agents, within the budget. Any management contract shall contain a termination clause permitting termination without cause and without penalty.

Any consideration of retaining a management agent shall require a special meeting of the Association and shall require a period of at least sixty days for discussion.

The Association shall have the right to contract with any Person not a Member for the performance of various duties and functions. Upon approval of at least sixty-seven percent (67%) of the Members, that Person may be selected and compensated as determined by the Board within the budget. He/she shall serve at the pleasure of the Association and with the oversight of the Board.

Section 16. Landscape and Architectural Committee. The Board shall establish a Landscape and Architectural Committee consisting of no less than three (3) and no more than seven (7) non-Board Members for the purpose of establishing and maintaining architectural standards on Planned Community property (common property), as hereinafter provided and for Association Members property landscape and architectural requests, and in accordance with the CC&R's. The Board shall approve the architectural standards prior to enforcement of such a standard. The Board shall provide in writing, the specific powers entrusted to this committee to make decisions on behalf of the Board, and which decisions must be made directly by the Board. All decisions will be based on the architectural standards established and approved by the Board, as well as those included in the CC&R's, and applied in a fair and equitable manner across the community. In such cases where the Board has entrusted the Landscape and Architecture Committee to make Association-related decisions, the Board will act as an appeals Board for the Association Members for additional consideration if Members wish to appeal a Committee decision.

Section 17. Finance Committee. The Board shall establish a Finance Committee consisting of no less than three (3) and no more than seven (7) non-Board Members to provide advice and counsel to the Treasurer and Board, as needed, for the purposes of budget preparation, reserve analysis, bid letting, contract compliance, and other matters related to the financial health of the Association. This committee reports to the Treasurer, but is an independent group who may be asked to audit the books of the Association if questions arise. They cannot incur expense or make financial decisions on behalf of the Association without prior approval and consent of Treasurer and/or the Board.

Section 18. Social Committee. The Board shall establish a Social Committee to plan, schedule, and communicate items related to social activities, and lead the organizing of volunteers from the community to conduct events at the clubhouse or other venue, for members of the community to attend, enjoy activities, and interact with other members.

Section 19: Additional Committees: The Board may establish such other committees as it deems desirable or necessary to support the special needs of the community.

Each Committee should be unique in its purpose and should not overlap responsibilities with one another.

Section 20. Committee Chairpersons, Members and Structure. The provisions of this article apply to all Association-sponsored and managed committees.

Each committee formed must provide to the Board within 60 days of its formation an organizational structure outlining its Vision, Mission, and Organization for approval, documenting specific authority granted by the Board. This will be known as a Committee Charter and will be used as a common template to ensure consistency across committees. All Committees will apply their duties and decisions in a fair and equitable manner across the community.

Committees have a reporting responsibility to the Board on a quarterly basis.

To ensure effective operations of the committee, the Board may approve a financial budget or authorize specific expenditures for reimbursement.

All expenditures (budgeted or specific reimbursements) must be documented according to the requirements of the Association Treasurer.

VISION: To support a welcoming and inclusive community, reflecting the vision for Starview Heights, while ensuring that all Starview Heights CC&R's and Bylaws, along with NC law are followed, fairly and equitably.

PURPOSE: UNIQUE TO COMMITTEE

RESPONSIBILITIES: UNIQUE TO COMMITTEE

TERM: Committee members will serve a two-year staggered term from the date of appointment or election. Initial members will serve as a 2-year or 1-year term with the intention to have half the Committee members change-over each year to offer opportunity for all that wish to participate. No Committee member shall serve more than 3 successive terms, unless there is a need for Committee membership (not enough volunteers).

COMMITTEE ORGANIZATION: The Committee will consist of at least 3 members and no more than 7 members (optimally an odd number of members for voting purposes) and will function per their respective charters developed by the Committee and approved by the Board. The Committee will elect their own Chairperson to represent the Committee to the Board and provide no less than quarterly feedback. The committee members must be in good standing (paid HOA dues) throughout their term of office.

Association Members cannot participate in more than two Association-sponsored committees. The Board will appoint a Board member to act as liaison between the Board and the Committee, primarily for requests of expenditure, analysis and recommendations of subject matter. They will not be considered a voting member of that committee. The Committee will meet as frequently as necessary but at least quarterly.

OFFICERS/MEMBERSHIP: The Board will solicit community members to nominate themselves to be a member of the Committee. The Committee will elect a Chairperson. The Board will assist in resolution if there are more than 7 community members that wish to be on any given Committee. There will then be an option to nominate again the following year, as half the Committee will step-down..

RELATIONSHIP TO BOARD OF DIRECTORS: A member of the Board will be appointed as liaison to each Association-sponsored committee as described in Sections 16-19. All minutes from Committee meetings will be sent to the Board secretary to be included in quarterly Board meeting minutes to the community. Once a budget is approved, the committee has authority to spend the budget accordingly with proper documentation supplied to the Treasurer for reimbursement. A committee member and Board member appointee cannot be from the same household.

QUORUM: All Committee meetings must have a majority of the Committee members present to conduct business and approve any actions.

EXPECTATIONS: Active participation is important to achieving the mission of the Committee. The Chairperson is responsible for maintaining an official attendance roster for each meeting. All meetings will be held either via phone, online conferencing or in-person, or a combination thereof, and email will not constitute a meeting. All Committee members must conduct themselves with a code of ethics, including lawful conduct of fair and equitable decision making. The Committee members must treat as confidential all matters involving any personal property or private information that is addressed.

Article 5

Property Advisor

Starview Heights shall have a Property Advisor responsible for day-to-day operation of the community. The Property Advisor shall have responsibility and ability to retain outside firms to provide specific services when needed, within the budget. The Property Advisor shall be an independent contractor and compensated as determined by the Board within the budget. The Property Advisor may not be a Board member.

The Property Advisor shall ensure that ongoing operations of the community are adequately performed, either by the Property Advisor themselves, with the assistance of residents, or by an outside firm. The Property Advisor shall provide reports to the Board at each Board meeting describing ongoing and exceptional activities as well as a monthly accounting of unbudgeted expenditures, that may be made available for review by the members of the community upon request to the Treasurer. The Property Advisor shall be responsible for communications with the community when necessary to assure timely, smooth operation of the Starview infrastructure.

The Property Advisor may be issued a Starview credit card, arrange for automatic payment of recurring approved expenditures, and shall be able to issue checks on behalf of the Association.

The Property Advisor shall attend all Board meetings and shall report to the President-

Within sixty days after formation of the new Board, the Board and the Property Advisor shall develop a list of functions and shall agree on which functions should be performed by the Property Advisor versus Board members or members of a committee or a resident volunteer.

Article 6

Indemnification of Officers and Officer/directors

The Association shall indemnify every officer and director against any and all expenses, including legal fees, reasonably incurred by or imposed upon such officer or director in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board) to which he or she may be made a party by reason of being or having been an officer or director, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance or malfeasance. The officers and directors shall have no personal liability with respect to any contractor other commitment made by them, in good faith, on behalf of the Association (except to the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

Article 7

Miscellaneous

Section 1. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Lot Owner, at the address which the Lot Owner has designated in writing and filed with the Secretary, or, if no such address has been designated, at the address of the Lot of such Owner; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in accordance with subsection (a) hereof.

Section 2. Severability. The invalidity of any part of the Declaration or these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Declaration or these Bylaws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the Declaration or these Bylaws or the intent of any provision thereof.

Section 4. Fiscal Year. The fiscal year shall be the calendar year unless changed by resolution of the Board.

Section 5. Account Audit and Reserve Analysis. A review of the accounts of the Association shall be made annually in the manner directed by the Board and the results shall be communicated to each of the Members. However, after having received the Board's review at the annual meeting, the Members may, by a majority of the total Association vote as outlined in Article 1/Section 4, require the accounts of the Association be audited, or in the case of the Association reserves, a

consultant hired, as a common expense by an independent accountant or certified public accountant.

Section 6. Conflicts. In the event of conflicts between Statutes, the Declaration, these Bylaws, and Board Resolutions; Federal, State and Local Statutes, the Declaration, the Bylaws and Board Resolutions shall control, in that order.

Section 7. Amendment. These Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of a majority of Members. Notice of any meeting at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment.

Section 8. Net Earnings Provision: No part of the net earnings of the corporation shall inure to the benefit of or be distributable to, its members, directors, officers, or other private persons except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of purposes in the articles of incorporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Section 9. Dissolution Provision: Upon dissolution of the corporation, the Board shall, after paying or making provision for the payment of all the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for religious, charitable, educational, scientific or literary purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code as the Board shall determine, or to federal, state, or local governments to be used exclusively for public purposes. Any such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organizations, such as the court shall determine, which are organized and operated exclusively for such purposes, or to such governments for such purposes.

Section 10. Office. The association's Office shall be the office clubhouse at 4 Endless View Dr., Weaverville, NC 28787.

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Sean Morrison

Sean Morrison, President

Robert Chason

Robert Chason, Secretary