

BY-LAWS
OF
THE MILLSTONE RIDGE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
Name, Principal Office and Definitions

1.1 Name. The name of the Corporation shall be The Millstone Ridge Homeowners' Association Inc. (the "Association").

1.2 Principal Office. The principal office of the Association shall be located in Mecklenburg County, North Carolina, The Association may have such other offices, either within or outside the State of North Carolina, as the Board of Directors may determine or as the officers of the Association may require.

1.3 Definitions. The words used in these By-Laws shall generally be given their normal, commonly understood definitions unless otherwise specified. Capitalized terms shall have the same meaning set forth in the Declaration of Covenants, Conditions and Restrictions for The Millstone Ridge Subdivision, recorded or to be recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina. as amended or supplemented from time to time (the "Declaration").

ARTICLE II
Membership, Meetings, Voting

2.1 Membership. The Association initially shall have two classes of membership, Class A and Class B, as more fully set forth in the Declaration, and the terms in the Declaration pertaining to membership are incorporated herein by reference.

2.2 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 may be designated by the Board of Directors either within the Property or as convenient thereto as possible and practical.

2.3 Annual Meetings. The first meeting of the Members of the Association, whether a regular or special meeting, shall be held within one year from the date of incorporation of the Association. Subsequent regular annual meetings shall be set by the Board so as to occur on or within 60 days after the close of the Association's fiscal year on a date and at a time set by the Board of Directors.

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 a majority of the Board or upon a petition signed by Members representing at least 10 percent of the total Class A votes of the 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 ten 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.

In the case of a special meeting or when otherwise required by statute or these By- Law's, 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.

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 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 shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7 Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein by reference. In the case of any action requiring the written consent of a Member, such consent, if given, shall be executed by the Member or on behalf of the Member by its duly authorized partner, officer or manager, as the case may be.

2.8 Proxies. At all meetings of Members, each Member may vote in person (if a partnership, limited liability company or corporation, through any duly authorized general partner, manager, or officer or director, respectively) or by proxy. All proxies shall be in writing, signed by the Member, dated and filed with the Secretary of the Association prior to any for which it is to be effective. Every proxy shall be revocable and shall automatically cease upon receipt by the Secretary of written revocation, or upon the expiration of 11 months from the date of the proxy.

2.9 Majority. As used in these By-laws, the term "majority" shall mean more than fifty percent (50%) of the total number of persons or votes, as the context may indicate.

2.10 Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence, in person or by proxy, of Members representing 10% of the total votes in the Association shall constitute a quorum at all meetings of the Association. In the event business cannot be conducted at any meeting because a quorum is not present, that meeting may be adjourned to a later date by the affirmative vote of a majority of those present in person or by proxy. The quorum requirement at the next meeting shall be one-half of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by 50% from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

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

such meetings, as well as a record of all transactions occurring at 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 or on behalf of all Members entitled to vote on such matter. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a unanimous vote of the Members at a meeting.

ARTICLE III Board of Directors

A. Composition and Selection.

3.1 Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors. Each director shall have one equal vote. Any officer or director of a Member, or any other individual specifically authorized by the Member to act on its behalf in a written instrument filed with the Secretary of the Association, shall be eligible to serve as a director, provided such officer, director or individual is 18 years of age or older. Upon termination of any such individual's relationship with the Member, such individual shall be deemed to have resigned from the Board and a successor shall be appointed in the manner provided in Article IV.

3.2 Number of Directors. The Board shall consist of from three to seven directors, as specified in Section 3.3.

3.3 Selection of Directors.

(a) Initially, all members of the Board shall be appointed by the Class B Member acting in its sole discretion and shall serve at the pleasure of the Class B Member. The initial Board shall consist of Patricia J. Jenkins, Christopher Granelli and D. Kay Wakefield of The Mulvaney Group, Ltd.

(b) At such time as there is no longer a Class B Member, all appointees of the Class B Member shall resign. At such time, between three and seven directors shall be elected by vote of the Members at a special meeting called for such purpose and thereafter shall be elected by the Members at the annual meeting.

(c) Directors may be appointed or elected to serve any number of consecutive one year terms.

B. Meetings.

3.4 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least one such meeting shall be held during each fiscal year. Notice of the time and place of the meeting shall be communicated in writing to directors not less than four days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

3.5 Social 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 directors. 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 given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least 72 hours before the time set for the meeting.

3.6 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without objecting before or at its commencement as to the lack of adequate notice.

3.7 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business. The votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board; provided, so long as the Board consists of only three directors, any decision of the Board shall require the vote of two directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date the original meeting was called. The quorum requirement at the next meeting shall be one-half of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by 50% from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted.

3.8 Budget Meeting. Within 30 days after adoption of any proposed budget for the subdivision, the Board of Directors shall provide to all the Members a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board of Directors shall set a date for a meeting of the Members to consider ratification of the budget, such meeting to be held not less than 10 nor more than 60 days after mailing of the summary and notice. There shall be no requirement that quorum be present at the meeting. The budget is ratified unless at the meeting a majority of all the Members in the Association rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board.

3.9 Compensation. No director shall receive any compensation from the Association for acting as such unless consented to in writing by all Members. No director appointed by the Class B

Member shall be entitled to compensation for serving as such during the Class B Control Period. A director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

3.10 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.

3.11 Open Meetings. Subject to the provisions below, all meetings of the Board shall be open to all Members, and the officers, directors and authorized representatives of the Members. The Board shall be given written notice ten days prior to the meeting of the desire of a non-member to attend the meeting. Such non-member shall only be allowed to attend such meeting with the approval of the Board. In the event the Board does not respond to the notice of the non-members intent within five days of receipt of such notice, this approval shall be deemed to have been given. Attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any such individual may speak to no more than two minutes. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, excluding persons other than directors, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel-matters, etc.

3.12 Action Without a Formal Meeting:. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.13 Powers. The Board of Directors shall have all the powers 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 Declarations, the Articles and these By-Laws and as provided by law. The Board may do or cause to be done all acts and things as are not by the Declarations, Articles, or these By-Laws directed to be done and exercised exclusively by the membership.

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

(a) preparation and adoption of annual budgets for the common expenses of the Association and establishing each Owner's share of such common expenses;

(b) establishing and levying assessments on each Lot for its share of the common expenses and fines for failure to abide by the terms of the Declaration, and imposing reasonable charges for late payment of Assessments and, after notice and an opportunity to be heard, suspend privileges or services provided by the Association (except rights of access to lots) during any period that Assessments or other amounts due and owing to the Association remain unpaid for a period of thirty (30) days or longer.

(c) establishing the means and methods of collecting all Assessments, and establishing the period

of installment payments of the Base Assessment, if permitted to be paid in installments;

(d) opening bank accounts on behalf of the Association and designating the authorized signatories;

(e) collecting the Assessments, depositing the proceeds in depositories of which it shall approve, and using the funds collected as Assessments for common expenses to operate the Association;

(f) providing for the operation, care, upkeep and maintenance of the Common Area;

(g) designating, hiring and dismissing the personnel necessary to carrying 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;

(h) making and amending rules governing use and operation of the Property;

(i) making or contracting for the making of repairs, additions and improvements to or alterations of the Common Area;

(j) enforcing by legal means the provisions of the Declaration, and any other covenants applicable to the Property, these By-Laws, and the Association rules and bringing any proceedings which may be instituted on behalf of or against the Owners or Members concerning the Association;

(k) mediating and arbitrating disputes between the Members arising out of interpretation, violation, or enforcement of or conflicts in the standards established under the Declaration, compliance with the standards set by the Association, or other matters as to which the Board determines it to be in the general interest of the Members to become involved;

(l) obtaining and carrying whatever insurance it determines the Association shall carry, in accordance with the covenants, conditions and restrictions, and the power granted there; paying the cost of such insurance and bonds, and filing and adjusting claims, as appropriate;

(m) paying the cost of all services rendered to or on behalf of the Association, as the Board may authorize;

(n) keeping detailed books of account and operating records;

(o) making available to any prospective purchaser, Owner and Mortgagee of a Lot current copies of the Articles of Incorporation, the By-Laws, and Association rules, and charging such fees, if any, as the Board may establish to cover its printing and mailing costs;

(p) permitting utility suppliers to use portions of the Common Area as reasonably necessary to the ongoing development or operation of the Property;

(q) the right to borrow money (including the right to incur debt secured by future revenues) ;

(r) the right to acquire, hold, encumber, and convey in the name of the Association any right, title or interest to real or personal property, Provided, however, that Common Areas may be conveyed or subjected to a security interest only if Members entitled to cast at least 80% of the votes in the Association agree in writing to that action;

(s) granting easements, leases and concessions through or over the common elements; and

(t) imposing reasonable charges in connection with the preparation and recordation of documents, including, without limitation, amendments to the declaration or statements of unpaid assessments.

3.15 Veto Power of Class B Member. So long as the Class B membership exists, the Class B Member shall have a right to disapprove any action, policy or program of the Association, the Board and any committee appointed by the Board which, in the sole judgment of the Class B Member, would tend to impair rights of Declarant or Builders under the Declaration or these By-Laws, or to interfere with development, construction, marketing or sale of any portion of the Property.

(a) Class B Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, which notice complies as to the Board meetings with Sections 3.5, 3.6 and 3.7 of these By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting.

(b) The Class B Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy or program which would be subject to the right of disapproval set forth herein.

No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met.

The Class B Member, its representatives or agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Class B Member, acting through any officer, director, agent or authorized representative, may exercise its right to disapprove at any time within ten days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, within ten days following receipt of written notice of the proposed action. This right to disapprove shall not include a right to require any action or counteraction on behalf of the Association, the Board or any committee, except to the extent necessary to reverse the disapproved action,

3.16 Management. The Board may employ for the Association a professional management agent or agents, to perform such duties and services as the Board shall authorize, at such compensation as the Board may establish; provided, such compensation shall be competitive with fees generally charged for the provision of similar services to comparable developments or to entities with comparable responsibilities in the southeastern United States. The Board may delegate to the managing agent or

manager, subject to the Board's supervision, such powers as are necessary to perform the manager's assigned duties but shall not delegate policymaking authority or those duties set forth in subsections (a), (b), (k) and (p) of Section 3.13. Declarant, or an affiliate of Declarant, may be employed as managing agent or manager.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class B Control Period unless such contract contains a right of termination excisable by the Association, with or without cause and without penalty, at any time after termination of the Class B Control Period upon not more than ninety (90) days' written notice.

The Board may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of any managing agent which might arise between meetings of the Board.

3.17 Accountants and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

- (a) cash basis accounting as defined by generally accepted accounting principles, shall be employed;
- (b) accounting and controls should conform to generally accepted accounting principles;
- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finders fees, prizes, gifts, or otherwise; any thing of value received shall, benefit the Association;
- (e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;
- (f) commencing at the end of the month in which the first Unit is sold and closed to a Person other than a Builder, financial reports shall be prepared for the Association at least quarterly containing:
 - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
 - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
 - (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
 - (iv) a balance sheet as of the last day of the preceding period; and
 - (v) a delinquency report listing all Members and Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (Any assessment or installment thereof shall be

considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution).

(g) an annual report consisting of at least the following shall be distributed to all Members within one hundred and twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such report shall be prepared on an compiled basis, as the Board determines. Upon written request of any holder, guarantor or insurer of any first Mortgage on a Lot, the Association shall likewise provide an audited compiled financial statement.

3.18 Borrowing. The Association shall have the power to borrow money for any purpose; provided, the Board shall obtain the written consent of Members entitled to cast a majority of the Class A votes in the event that the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing exceeds or would exceed twenty five percent (25%) of the budgeted Common Expenses of the Association for that fiscal year. No Mortgage shall be placed on any portion of the Common Area without the written consent of the Members.

3.19 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 any Member, trust, or condominium cooperative, or other owners' or residents association within or outside the Property; provided, any common management agreement shall require the consent of a majority of the total number of the Board.

3.20 Enforcement. In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose reasonable fines for violation of any duty imposed under the Declaration or these By-Laws, which shall be assessed as a Specific Assessment against the violating Owner or, in the case of a violating Member, shall be added to the total Base Assessments payable by such Member. In the event that any occupant, guest or invitee of an Owner violates the Declaration or these By-Laws and a fine is imposed, the fine shall first be assessed against the occupant. If the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration or these By-Laws shall not be deemed a waiver of the right of the Board to do so thereafter.

3.21 Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten days within which the alleged violator may present a written request for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

3.22 Hearing. If a hearing is requested within the allotted ten day period, the hearing shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall

contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

3.23 Appeal. If a hearing is conducted before any body other than the Board, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the Board within thirty (30) days after the hearing date.

3.24 Additional Enforcement Rights. The Board may elect to enforce any provision of the Declarations or the By-Laws by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit (subject to the restrictions set forth in the Declaration) to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above, and entry upon property for the purpose of exercising this right shall not be deemed a trespass. In any such action, to the maximum extent permissible, the Person responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred by the Association.

ARTICLE IV Officers

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The President and Secretary shall be appointed from among the members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Election and Term of Office. The Board shall elect the officers of the Association at its annual meeting. **All officers shall serve one year terms.**

4.3 Removal and Vacancies. Whenever in its judgment the best interests of the Association will be served, the Board may remove any officer, and may fill any vacancy in any office arising because of death, resignation, removal or otherwise for the unexpired portion of the term.

4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally, pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The President and the Secretary shall have the responsibility of preparing, executing, certifying and recording any amendments to the declaration on behalf of the Association.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the day of the 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.

4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by Board resolution.

4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.9.

ARTICLE V Committees

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

ARTICLE VI Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall be set by Board resolution. In the absence of a resolution, the fiscal year shall be the calendar year.

6.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with North Carolina law, the Articles of Incorporation, or these By-Laws.

6.3 Conflicts. If there are conflicts between the provisions of North Carolina law (specifically the North Carolina Planned Community Act in Chapter 47F of the North Carolina General Statutes), the Articles of Incorporation, and these By-Laws, the provisions of North Carolina law, the Articles of Incorporation, and the By-Laws (in that order) shall prevail. In the event of a conflict between the Declaration and these By-Laws or the Articles, the Declaration shall control, provided it is not inconsistent with North Carolina law.

6.4 Books and Records

(a) Inspection by Members and Mortgages. The Board shall make the following available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on any Lot, any Member, or the duly authorized representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in the Lot: the Articles of Incorporation and By-Laws, including any amendments, rules of the Association, the Owner register, books of account, and the minutes of meetings of the Members, the Board and committees. The Association shall provide for such inspection to take place at the office of the Association or at such other place within the Property as the Board may designate.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Members and Mortgages. 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. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

6.5 Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws 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 Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the registered office of such Member;

(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 by notice in writing to the Members pursuant to this Section; and

(c) if to an Owner, at the mailing address of such Owner as designated by such Owner in writing to the Association or, if no address has been designated, at the address of such Owner's Lot.

6.6 Amendment.

(a) By Class B Member. Prior to the conveyance of the first Lot by Declarant to a Person other than a Builder, the Class B Member may unilaterally amend these By-Laws. After such conveyance, the Class B Member may unilaterally amend these By-Laws at any time if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to purchase mortgage loans on the Lots; (d) to enable any governmental agency or reputable private insurance company to guarantee or insure mortgage loans on the Lots or (e) for any other reason identified in the Declaration. So long as the Class B Membership exists, the Class B Member may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any right of a Member.

(b) Generally. Except as otherwise specifically provided herein, these By-Laws may be amended only upon resolution of the Board and the written consent of two-thirds of the members entitled to vote.

(c) HUD/VA Veto Power. Notwithstanding anything in Section 6.6(a) or 6.6(b) above to the contrary, for so long as there is Class B Membership, the United States Department of Housing and Urban

Development and the United States Veterans Administration have the right to veto any amendment to these Bylaws.

(d) No amendment may remove, revoke or modify any right or privilege of Declarant or the Class B Member without the written consent of Declarant or the assignee of such right or privilege.

6.7 Severability. Invalidation of any one of the provisions of these Bylaws, or any part thereof, by judgment or court order shall in no way affect any of the other provisions not expressly held to be void and such remaining provisions shall remain in full force and effect.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of The Millstone Ridge Homeowners' Association, Inc. a North Carolina corporation; and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 1st day of August, 2002.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 19 day of August, 2002.

Patricia Jenkins