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EXHIBIT "F"

BY-LAWS

OF

INDIGO VILLAGE TOWNHOMES CONDOMINIUM ASSOCIATION

I. IDENTITY

These are the By-Laws of Indigo Village Townhomes Condominium Association, an unincorporated association under the laws of the State of North Carolina, hereinafter called "Association," which has been organized for the purpose of administering the operation and management of Indigo Village Townhomes Condominium Association, a condominium established in accordance with the laws of the State of North Carolina upon the property situate, lying and being in Southport, Brunswick County, North Carolina, and described in Exhibit "A" to the Declaration of Condominium and incorporated herein by reference.

A. The provisions of these By-Laws are applicable to Indigo Village Townhomes Condominium, and the terms and provisions hereof are expressly subject to the terms, provisions, conditions and authorization contained in the Articles of Association and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of Brunswick County, North Carolina, at the time said property and the improvements now or hereafter situated thereon are submitted to the plan of condominium ownership, the terms and provisions of said Articles of Association and Declaration of Condominium are to be controlling wherever the same may be in conflict herewith.

B. All present or future owners, tenants, future tenants, or their employees, or any other person that might use Indigo Village Townhomes Condominium or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in said Articles of Association and Declaration of Condominium.

C. The office of the Association shall be at 704 East Moore Street, Southport, Brunswick County, North Carolina, or such other place as the Executive Board shall designate from time to time.

II. MEMBERSHIP, VOTING, QUORUM, PROXIES

A. The qualification of Members, the manner of their admission to membership and termination of such membership shall be as set forth in Article VI of the Articles of Association of the As-

sociation, the provisions of which said Article VI of the Articles of Association are incorporated herein by reference.

B. A quorum at Members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

C. The vote of the Owners of a Condominium Unit owned by more than one person or by a corporation or other entity shall be cast by the one person named in a Certificate signed by all of the Owners of the Condominium Unit and filed with the Secretary of the Association, and such Certificate shall be valid until revoked by subsequent Certificate. If such a Certificate is not on file, the vote of such Owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

PROXIES }

D. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

E. Approval or disapproval of a Unit Owner upon any matter whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such Owner if in an Association meeting.

F. Except when otherwise required under the provisions of the Articles of Association of the Association, these By-Laws, the Declaration of Condominium, or whether the same may otherwise be required by law, the affirmative vote of the Owners of a majority of the Condominium Units represented at any duly called Members' meeting at which a quorum is present shall be binding upon the Members.

III. ANNUAL AND SPECIAL MEETING OF MEMBERSHIP

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A. The Annual Members' Meeting shall be held at the office of the Association or at such other place designated by the Executive Board, at 10:00 o'clock a.m. on the second Saturday in March of each year for the purpose of electing Board Members and of transacting any other business authorized to be transacted by the Members, provided, however, that if the day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Saturday. The First Annual Meeting shall be held on the appropriate date in March, 1987.

B. Special Members' Meetings shall be held whenever called by the President or Vice-President or by a majority of the Execu-

tive Board and must be called by such Officers upon receipt of a written request from Members of the Association owning a majority of the Condominium Units.

C. Notice of all Members' meetings, regular or special, shall be given by the President, Vice-President or Secretary of the Association, or other Officer of the Association in absence of said Officers, to each Member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each Member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each Member within said time. If presented personally, receipt of such notice shall be signed by the Member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to the Member at his post office address as it appears on the records of the Association (Register of Owners) as of the date of mailing such notice, the postage thereon prepaid. Proof of such mailing shall be given by the Affidavit of the person giving the notice. Any Member may, by signed written waiver of notice, waive such notice and, when filed in the records of the Association whether before or after the holding of the meeting, such waiver shall be deemed equivalent to the giving of notice to the Member. If any Members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Membership required to constitute a quorum for particular purposes has not attended (wherever the latter percentage of attendance may be required as set forth in the Articles of Association, these By-Laws or the Declaration of Condominium) the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

D. The order of business at Annual Members' Meetings and, as far as practical, at any other Members' meetings, shall be:

- (1) Calling of the roll and certifying of proxies;
- (2) Proof of notice of meeting or waiver of notice;
- (3) Reading and disposal of any unapproved minutes;
- (4) Reports of Officers;
- (5) Reports of Committees;
- (6) Appointment of Inspectors of Election by Chairman;
- (7) Unfinished business;

- (8) New business; and
- (9) Adjournment

IV. EXECUTIVE BOARD

A. The first Executive Board of the Association shall consist of five (5) persons. Each succeeding Executive Board shall consist of not less than five (5) nor more than nine (9) persons. Notwithstanding the foregoing, but subject to Section 47C-3-103 of the North Carolina General Statutes, so long as the Declarant, INDIGO VILLAGE PARTNERSHIP, hereinafter called Declarant, owns twenty percent (20%) or more of the Units in Indigo Village Townhomes Condominium, but in any event no longer than December 31, 1996, the Declarant shall have the right to designate and select a majority of the persons who shall serve as Members of each Executive Board of the Association; and so long as Declarant is the owner of at least one (1) Condominium Unit, but in no event longer than December 31, 1996, Declarant shall have the right to designate and select one (1) of the persons who shall serve as a Member of each Executive Board of the Association. Any Board Member designated by and selected by Declarant need not be a resident in the Condominium or owner of a Condominium Unit.

B. Election of Board Members shall be conducted in the following manner:

(1) Declarant shall, at the beginning of the election of the Executive Board, designate and select that number of the Members of the Executive Board which it shall be entitled to designate and select in accordance with the provisions of these By-Laws, and upon such designation and selection of Declarant, by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by Declarant shall be deemed and considered for all purposes Board Members of the Association and shall thenceforth perform the offices and duties of such Board Members until their successors shall have been selected or elected in accordance with the provisions of these By-Laws.

(2) All Members of the Executive Board whom Declarant shall not be entitled to designate and select under the terms and provisions of these by-Laws shall be elected by a plurality of the votes cast at the Annual Meeting of the Members of the Association immediately following the designation and selection of the Members of the Executive Board whom Declarant shall be entitled to designate and select.

(3) Vacancies in the Executive Board may be filled until the date of the next Annual Meeting by the remaining Board Members except that should any vacancy in the Executive Board be created in any position previously filled by any person desig-

nated and selected by Declarant, such vacancy shall be filled by Declarant designating and selecting, by written instrument delivered to any Officer of the Association, the successor Board Member to fill the vacated position for the unexpired term thereof.

(4) At the first Annual Meeting of the Members held after the property identified herein has been submitted to the plan of condominium ownership and the Declaration of Condominium has been recorded in the public records of Brunswick County, North Carolina, the terms of office of the three (3) Board Members receiving the highest plurality of votes shall be established at two (2) years, and the terms of office of the other two (2) Board Members shall be established at one (1) year. Thereafter, as many Board Members of the Association shall be elected at the Annual Meeting as there are regular terms of office of Board Members expiring at such time, and the terms of office of the Board Members elected at the Annual Meeting of the Members each year shall be for two (2) years expiring at the second Annual Meeting following their selection, and thereafter until their successors are duly elected and qualified, or until removed in the manner elsewhere provided or as may be provided by law. If at the time of the first Annual Meeting Declarant owns twenty percent (20%) or more of the Units in the Condominium, then Declarant shall have the right to designate and select two (2) Directors whose term of office shall be established at two (2) years and one (1) Declarant whose term of office shall be established at one (1) year; and should Declarant at said time be entitled to select only one (1) Board Member, then the Declarant shall have the right to designate and select one (1) Board Member whose term of office shall be established at two (2) years.

(5) In the election of Board Members, there shall be appurtenant to each Condominium Unit as many votes for Board Members as there are Board Members to be elected, provided, however, that no Member or Owner of one (1) Condominium Unit may cast more than one (1) vote for any person nominated as a Board Member, it being the intent hereof that voting for Board Members shall be non-cumulative. Notwithstanding the fact that Declarant may be entitled to designate and select a majority of the Members of the Executive Board, it shall still be entitled to cast one (1) vote for each Condominium Unit owned by it in the elections of other Board Members; provided, however, that the other Board Members elected are persons other than Officers, Board Members, Stockholders and Employees of Declarant, or wives and relatives of any said persons.

(6) In the event that Declarant in accordance with the rights herein established, selects any person or persons to serve on any Executive Board of the Association, Declarant shall have the absolute right at any time, in its sole discretion, to replace such person or persons with another person or persons to

serve on said Executive Board. Replacement of any person or persons designated by Declarant to serve on any Executive Board of the Association shall be made by written instrument delivered to any Officer of the Association, which instrument shall specify the name or names of the person or persons to be replaced and the name or names of the person or persons designated as successor or successors to the persons so removed from said Executive Board. The removal of any Board Member and designation of his successor shall be effective immediately upon delivery of such written instrument by Declarant to any Officer of the Association.

C. The organizational meeting of each newly elected Executive Board shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Board Members at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary provided a quorum shall be present.

D. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the Board Members. Notice of regular meetings shall be given to each Board Member, personally, or by mail, telephone, or telegram, at least thirty (30) days prior to the day named for such meeting, unless notice is waived.

E. Special meetings of the Executive Board may be called by the President, and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than fifteen (15) days' notice of a meeting shall be given to each Board Member, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

F. Any Board Member may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

*Amended
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G. A quorum at a Board meeting shall consist of the Board Members entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the Executive Board, except as specifically otherwise provided in the Articles of Association, these By-Laws of the Declaration of Condominium. If any Executive Board meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Board Members required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the the Articles of Association, these By-Laws or Declaration of Condominium, the Board Members who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum is present. At any adjourned meeting, any business that might have

been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Board Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Board Member for the purpose of determining a quorum.

H. The Presiding Officer of the Executive Board meetings shall be the President of the Association. In the absence of the Presiding Officer, the Board Members present shall designate one of their number to preside.

I. Board Member fees, if any, shall be determined by the Members.

J. All of the powers and duties of the Association shall be exercised by the Executive Board, including those existing under the common law and statutes, the Articles of Association of the Association, these By-Laws and the Declaration of Condominium. Such powers and duties shall be exercised in accordance with said Articles of Association, these By-Laws, and the Declaration of Condominium, and shall include those contained in Section 47C-3-102, of the North Carolina General Statutes, and the following:

(1) To make, levy and collect assessments against Members and Members' Condominium Units to defray the costs of the Condominium, as provided for in Article XXV of the Declaration of Condominium, which Article is herein incorporated by reference, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;

(2) To maintain, repair, replace, operate and manage the Common Elements and Facilities wherever the same is required to be done and accomplished by the Association for the benefit of its Members; and further to approve any expenditure made or to be made for said purposes;

(3) To reconstruct any part of the Common Elements after casualty in accordance with Article XXIII of the Declaration of Condominium, and to make further improvement to the Common Elements, real and personal, and to make and to enter into any and all contracts, necessary or desirable, to accomplish said purposes;

(4) To make, amend and enforce regulations governing the use of the Common Elements and Condominium Units of Indigo Village Townhomes Condominium as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration of Condominium, provided that the acquisition of real property other than Condominium Units shall require the approval of the membership of the Condominium;

(5) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Condominium Units in Indigo Village Townhomes Condominium as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration of Condominium, provided that the acquisition of real property other than Condominium Units shall require the approval of the membership of the Association.

(6) To acquire now or at any time hereafter, and to enter into leases and agreements whereby the Association acquires leaseholds, memberships, and other possessory or use interest in lands or facilities including, but not limited to, swimming pools, tennis and other recreational facilities whether or not contiguous to the lands of Indigo Village Townhomes Condominium to provide enjoyment, recreation, or other use or benefit to the Owners of Condominium Units;

(7) To contract for the management of Indigo Village Townhomes Condominium and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Executive Board or membership of the Association; provided, however, that the initial Executive Board shall not enter into any management agreement which shall exceed the period of one year from the date the Declaration of Condominium is recorded in the Brunswick County Registry.

(8) To enforce by legal means or proceedings the provisions of the Articles of Association and By-Laws of the Association, the Declaration of Condominium and the regulations hereinafter promulgated governing use of the Common Elements in Indigo Village Townhomes Condominium.

(9) To pay all taxes and assessments which are or may become liens against any part of Indigo Village Townhomes Condominium, other than Condominium Units and the appurtenances thereto, and to assess the same against the Members and their respective Condominium Units subject to such liens;

(10) To purchase insurance for the protection of the Members and the Association against casualty and liability in accordance with Article XXI of the Declaration of Condominium; and in addition such insurance as shall be deemed necessary by the Board, including Board Member liability insurance. The coverage shall be for at least \$1,000,000.00 for bodily injury, including death of persons and property damage arising out of a single occurrence.

(11) To pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the Owners of the separate Condominium Units.

(12) To designate and remove personnel necessary for the maintenance, repair, replacement and operation of the Condominium, including the Common Elements.

K. If the Executive Board of the Association shall deem it to be expedient and in the best interest of the Association, in the sole discretion of said Executive Board acting upon a unanimous vote of all said Board Members, the powers and duties of the Executive Board may be delegated to an Executive Committee which shall be comprised of three (3) Members of the Executive Board and which Executive Committee may act in the place and stead of said Executive Board in any emergencies or between regular meetings of the full Executive Board and said Executive Committee shall be empowered to act upon a majority vote of the Members of said Executive Committee. Any action authorized and undertaken by said Executive Committee shall be binding upon the Association in the same manner as though such action had been authorized and undertaken upon a majority vote of the full Executive Board of the Association acting at a duly called and constituted meeting thereof.

(L) The initial Executive Board of the Association shall be comprised of the five (5) persons designated to act and serve as Board Members in the Articles of Association, which said persons shall serve until their successors are elected at the first annual Meeting of the Members of the Association called after the property identified herein has been submitted to the plan of condominium ownership and the Declaration of Condominium has been recorded in the public records of Brunswick County, North Carolina. Should any Member of the initial Executive Board be unable to serve for any reason, a majority of the remaining Members of the Executive Board or the Declarant if it has the right shall have the right to select and designate a party to act and serve as a Board Member for the unexpired term of the Board Member who is unable to serve.

M. The undertakings and contracts authorized by the initial Executive Board shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by any Executive Board duly elected by the membership after the property identified herein has been submitted to the plan of condominium ownership, so long as such undertakings and contracts are within the scope of the powers and duties which may be exercised by the Executive Board of the Association in accordance with all applicable condominium documents.

N. Any one or more of the Members of the Executive Board may be removed, either with or without cause, at any time by a vote of the Members owning a majority of the Condominium Units in Indigo Village Townhomes Condominium, at any Special Meeting called for such purpose, or at the Annual Meeting; provided,

however, that only the Declarant shall have the right to remove a Board Member appointed by it.

V. OFFICERS

A. The Executive Officers of the Association shall be a President, who shall be a Board Member, a Vice-President, who shall be a Board Member, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be elected annually by the Executive Board and who may be preemptorily removed by a vote of the Board Members at any meeting. Any person may hold two or more offices, except that the President shall not also be Vice-President, Secretary or an Assistant Secretary. The Executive Board shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the president of any association, including, but not limited to, the power to appoint committees from among the Members from time to time, as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association.

C. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board Members.

D. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the giving and serving of all notices to the Members and Board Members, and such other notices required by law. He shall have custody of the seal of the association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Board Members or the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

E. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep, or supervise the keeping of, the assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all Officers and Employees of the Association shall be fixed by the Board Members. This provision shall not preclude the Executive Board from employing a Board Member as an employee of the Association, nor preclude the contracting with a Board Member for the management of the condominium.

G. All Officers shall serve at the pleasure of the Executive Board and any Officer may be removed from office at any time, with or without cause, by a majority vote of the Executive Board.

VI. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Association shall be supplemented by the following provisions:

A. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Condominium Unit. Such account shall designate the name and address of the Unit Owner or Owners, the amount of each assessment against the Owners, the dates and amounts in which assessments come due, the amounts paid upon the account, and the balance due upon assessments.

B. The Executive Board shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including, but not limited to the following:

(1) Common Expense Budget, which may include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of and capital improvements to the Common Elements, including landscaping, street end walkways, office expense, utility services, casualty insurance, liability insurance, administration and reserves (operating and Capital Improvement Replacement), management fees and costs of maintaining leaseholds, memberships, and other possessory or use interest in lands or facilities whether or not contiguous to the lands of Indigo Village Townhomes Condominium, to provide enjoyment, recreation or other use or benefit to the Unit Owners; and

(2) Proposed assessments against each Member and his Unit.

Copies of the proposed budget and proposed assessments shall be transmitted to each Member prior to January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each Member concerned. Delivery of a copy of any budget or amended budget to each Member shall not affect the liability of any Member for any such assessment, nor shall

delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Executive Board, at any time in their sole discretion, to levy any additional assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

C. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Executive Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Executive Board.

D. An audit of the accounts of the Association shall be made annually by a public accountant, and a copy of the report shall be furnished to each Member not later than April 15 of the year following the year for which the report is made.

E. Fidelity bonds may be required by the Executive Board from all Officers and Employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Executive Board. The premiums on such bonds shall be paid by the Association.

F. Before control of the Association passes from the Declarant, the Association shall not be bound either directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than 90 days notice to the other party thereto.

VII. PARLIAMENTARY RULES

Roberts Rules- of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Association and these By-Laws or with the Statutes of the State of North Carolina.

VIII. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. Amendments to these By-Laws may be proposed by the Executive Board of the Association acting upon a vote of the majority of the Board Members, or by Members of the Association owning a majority of the Condominium Units in Indigo Village

Townhomes Condominium, whether meeting as Members or by instrument in writing signed by them.

B. Upon any Amendment or Amendments to these By-Laws being proposed by said Executive Board or Members, such proposed Amendment or Amendments shall be transmitted to the President of the Association, or other Officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the Members of the Executive Board of the Association, and the membership, for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such Officer of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each Member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the Members is required as herein set forth.

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Amended*

C. In order for such Amendment or Amendments to become effective, the same must be approved by an affirmative vote of a majority of the entire membership of the Executive Board and by an affirmative vote of the Members owning not less than seventy-five percent (75%) of the Units in Indigo Village Townhomes Condominium. Thereupon, such Amendment or Amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the public records of Brunswick County, North Carolina, within ten (10) days from the date on which any Amendment or Amendments have been affirmatively approved by the Board Members and Members. No Amendment shall become operative or effective until it shall have been duly recorded.

D. Upon the approval and proper recording of any Amendment or Amendments, the same shall become binding upon all Unit Owners.

E. At any meeting held to consider any Amendment or Amendments to the By-Laws, the written vote of any Member of the Association shall be recognized if such Member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

F. So long as Declarant INDIGO VILLAGE PARTNERSHIP retains any right to add additional real estate and units or retains any right to representation on the Executive Board of the Association, but in any event no longer than December 31, 1996, no Amendment to these By-Laws which shall abridge, amend, or alter the Declarant's rights with respect to addition of real estate and units or with respect to representation on the Executive Board of the Association may be adopted or become effective without the prior written consent of or joinder by the Declarant, INDIGO VILLAGE PARTNERSHIP.

IX. RULES OF CONDUCT

A. No resident of the Condominium shall post any advertisements or posters of any kind in or on the Common Elements except as authorized by the Association.

B. Residents shall exercise extreme care about making noises or using musical instruments, radios, television sets and amplifiers that may disturb other residents. Those keeping domestic animals will abide by the sanitary regulations of Brunswick County.

C. No garbage or trash shall be thrown or deposited outside the disposal installations provided for such purposes.

D. No Unit Owner shall cause any improvements or alterations to be made to the exterior of the Condominium (including painting or other decoration, or the installation of electrical wiring, television or radio antennae, or any other objects, machines or air conditioning units which may protrude through the walls or roof of the Condominium) or in any manner alter the appearance of any portion of the exterior surface of any building without the prior written permission of the Executive Board or a duly appointed Architectural Control Committee. No Unit Owner shall cause any object to be fixed to the Common Elements or to any Limited Common Elements (including the location or construction of fences, athletic equipment, the planting or growing of flowers, trees, shrubs or other vegetation) or in any manner change the appearance of the Common Elements or Limited Common Elements without the prior written permission of the Executive Board or a duly appointed Architectural Control Committee.

X. DISSOLUTION OR INSOLVENCY

A. The Association shall continue in existence until such time as the Condominium is terminated pursuant to Article XXVI of the Declaration of Condominium. The Association may be changed from an unincorporated association to a profit or non-profit corporation upon approval of seventy-five percent (75%) of the votes of the membership. Upon said change, all property of the Association shall be transferred, assigned and conveyed to the new entity, which shall continue to conform to the purposes and uses for which the Association was originally formed.

B. Upon termination of the Condominium, the Association shall be dissolved and no Member, Board Member, Officer of the Association, or any private individual shall be entitled to share in the distribution of the assets of the Association.

XI. COMPLIANCE

These By-Laws are set forth to comply with the requirements of the North Carolina Condominium Act, Chapter 47C of the General Statutes of the State of North Carolina. In the event that any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

The foregoing were adopted as the By-Laws of Indigo Village Townhomes Condominium, an unincorporated association, under the laws of the State of North Carolina, at the first meeting of the Executive Board on 12-29-86.

[Signature]
Secretary

APPROVED:

[Signature]
President