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NORTH CAROLINA

COUNTY OF JOHNSTON Prepared by & return to Seay & Horne, 4934 Windy Hill
Drive, Raleigh, NC 27609

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TAFT WOODS EAST

This Declaration made this 31st day of July, 2012 by M & R Land, LLC, a
North Carolina limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

Declarant is the owner of Taft Woods East Subdivision, Section One as shown on
plat of Taft Woods East recorded in Plat Book 77, page 278 and 279, Johnston County
Registry.

WHEREAS, Declarant desires to ensure the attractiveness of the subdivision and
to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and
enhance the values and amenities of all properties within the subdivision, and to provide
for the maintenance and upkeep of the Common Area, as hereinafter defined, and to that
end desires to subject the real property, together with such additions as may hereafter be
made thereto, to the covenants, conditions, restrictions, easements, charges, and liens
hereinafter set forth, each and all of which is and are for the benefit of said property and
each owner thereof;

WHEREAS, Declarant has deemed it advisable, for the efficient preservation,
protection and enhancement of the values and amenities in said subdivision and to ensure
the residents' enjoyment of the specific rights, privileges and easements in the Common
Area, as hereinafter defined, and to provide for the maintenance and upkeep of the
Common Area, to create an organization to which will be delegated and assigned the

powers of owning, maintaining and administering the Common Area, administering and enforcing these covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused to be incorporated under North Carolina law, TAFT WOODS EAST ASSOCIATION, INC; as a non-profit corporation for the purpose of exercising and performing the aforesaid functions;

NOW THEREFORE, Declarant, by this Declaration of Covenants, Conditions and Restrictions, does declare that all of the said real property described in Exhibit A and such additions thereto as may be hereafter made pursuant to Article XII, Section 8 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall run with the title or interest in said real property and any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Act" means the North Carolina Planned Community Act, as contained in Chapter 47F of the North Carolina General Statutes (or as contained in any successor portion of the North Carolina General Statutes), as the same exists from time to time.

Section 2. "Association" shall mean and refer to TAFT WOODS EAST ASSOCIATION, INC., a North Carolina non-profit corporation, its successors and assigns.

Section 3. "Builder" shall mean and refer to any Person or entity acquiring one or more Lots from Declarant for the express purpose of constructing a dwelling on the Lot and selling the improved Lot.

Section 4. "Common Area" shall mean, if any, the real property, interests in real property, and personal property, easements, and other interests, together with improvements located on that property (if any) which are now or are hereafter owned by the Association for the common use and enjoyment of some or all of the Owners

Section 5. "The Community and/or "Properties" shall mean and refer to that certain real property described in Exhibit A, and any additional land later annexed into the Association in accordance with the terms and conditions herein provided.

Section 6. "Declarant" shall mean and refer to M & R Land, LLC, a North Carolina Limited Liability Company, as well as its' successors and assigns pursuant to an express assignment or conveyance of any special Declarant rights hereunder to such successor or assign, all of which rights, including Declarant's voting, easement and

development rights, shall be assignable and may be apportioned on a lot by lot basis. Any such assignment shall be recorded in the office of the Register of Deeds of the county in which the Community is located.

Section 7. "Declarant Control Period" means as any period of Declarant control of the Association, as provided in G. S. 47F-3-103(d) of the Act and established in this Declaration. For purposes of the Declaration and other Governing Documents, "Declarant Control Period" refers to the period during which the Declarant shall have the right to control the Association and appoint all of the Board of Directors. The Declarant Control Period shall expire on the first to occur of the following events:

- (a) December 31, 2022.
- (b) The later of 120 days or the annual meeting following the date on which seventy five (75%) percent of the Lots in all phases of the Community that will ultimately be subject to the Declaration have been conveyed to Class A. Members; or
- (c) When the Declarant records a notice in the Registry expressly terminating the Class B. membership.

Section 8. "Declarant's Permittees" means the Declarant's officers, directors, partners, joint venturers, managing members (and the officers, directors and employees of any such corporation, partnership, joint venture or limited liability company), employees, beneficiaries, agents, independent contractors (including both general contractors and subcontractors), suppliers, visitors, licensees and invitees and those of any affiliate of the Declarant.

Section 9. "Governing Documents" shall mean and refer to the Articles of Incorporation, By-Laws, and the Declaration of Covenants, Conditions and Restrictions. A copy of the By-Laws is attached hereto as Exhibit B.

Section 10. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, appearing on any recorded subdivision map of the Properties with the exception of the Common Area, if any.

Section 11. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be two classes of Lots with respect to voting rights:

(a) **Class A Lots.** Class A Lots shall be all Lots except Class B Lots as the same are hereinafter defined. Each Class A Lot shall entitle the Owners of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or a security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to their Lot shall be exercised as they, among themselves, determine, but fractional voting shall not be allowed.

(b) **Class B Lots.** Class B Lots shall be all Lots owned by Declarant which have not been converted to Class A Lots as provided in subparagraphs (1) or (2) below. The Declarant shall be entitled to six votes for each Class B Lot.

The Class B Lots shall cease to exist and shall be converted to Class A Lots upon the first to occur of the following:

- (1) One hundred twenty (120) days after the date as of which 75% of the maximum number of Lots planned for the development have (1) been conveyed by the Declarant AND (2) have been improved with dwellings for which a certificate of occupancy has been issued;
- (2) December 31, 2022.
- (3) When the Class B Lots are converted to Class A Lots or on December 31, 2022, whichever event shall first occur, Declarant shall have the same voting rights and maintenance assessment as other Owners of Class A Lots.

ARTICLE III

ADDITIONAL RIGHTS RESERVED TO DECLARANT

Section 1. General. Notwithstanding any other provision in the Declaration to the contrary, the Declarant, its' successors and/or assigns and each affiliate of the Declarant shall have, in addition to the other Declarant rights set forth in the Act or the Governing Documents, the rights described below in Sections 2 through 10, so long as the Declarant owns any portion of the Community.

Section 2. Platting. The right to plat, re-plat, subdivide and re-subdivide any portion or portions of the Property owned or controlled by it.

Section 3. Development Planning. The right to determine, in its' sole discretion, the type of improvements, if any, to be constructed on any portion of the property owned or controlled by it and the Common Areas and the right to revise its plans concerning such improvements.

Section 4. Construction. The right to construct and maintain, on any portion of the Property owned or controlled by it or the Common Areas, any improvements it considers desirable; and the right to construct and maintain sales, marketing, leasing, management or other general business offices, temporary construction offices, and storage facilities. The rights shall include a right of ingress and egress by any and all types of vehicles and equipment to, through, over and about the Common Areas during whatever period of time the Declarant, Declarant's Permittees or a Builder is engaged in any construction or improvement work on or within the Community as well as an easement for the parking and storage of materials, vehicles, tools, equipment and the like which are being utilized in such work.

Section 5. Marketing. The right to sell, lease, resell, market, promote, operate and manage existing and planned Lots (and portions thereof), which right shall include the right to construct and maintain marketing, sales and leasing offices and models and to be open for business seven (7) days per week on any portion of the Property owned or controlled by it and the Common Areas, to solicit and receive the visits of unlimited numbers of prospective purchasers and Tenants (all of whom shall have the right while visiting to use parking spaces on the Common Areas or the streets of the subdivision), and to place signs, lighting, flags, banners and other promotional devices on any portion or portions of the Property owned or controlled by it or the Common Areas without regard to the size or aesthetic appeal of such signs or devices.

Section 6. Alteration of Common Areas. The right, without the vote or consent of the Association, to expand, alter or add to all or any part of the Common Areas or any improvements thereon.

Section 7. Assignment. The right to assign the foregoing rights in whole or in part, to any one or more Declarants or Declarant's assignees by a written assignment recorded in the Registry.

Section 8. Use of Common Areas. Anything to the contrary in the Declaration notwithstanding, as long as the Declarant or any of its affiliates owns any property in the Community, the Declarant and the Declarant's Permittees shall have the right to non-exclusive use of the Common Areas, without charge, for sales, leasing, promotions, special events, signage, displace, access, ingress, egress, construction and exhibit purposes during the period of construction, development, sale or lease of any land or lots owned by Declarant and its affiliates within the Community. Further, the Declarant shall have the right to permit persons other than owners, their permitted users to use certain portions of the Common Areas under such terms as Declarant, its successors and assigns, may from time to time desire without interference from the Association. Without limiting the generality of the foregoing, the Declarant may grant employees of the Declarant and their families the right to use all common areas.

Section 9. Easement. There is hereby created and reserved a blanket easement for the Declarant and each affiliate of the Declarant to enable each of them and (to the extent authorized in writing by Declarant) the Declarant's Permittees or Builders to exercise the rights set forth in the governing Documents free of any interference by the Association or any owner.

Section 10. Injunctive Relief for Interference. The Declarant and each affiliate or assignee of Declarant shall be entitled to injunctive relief for any actual or threatened interference with its' or their rights under this Article, in addition to whatever remedies at law it or they might be entitled to.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and access to, from, and over the Common Area, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid, or for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless at least 80 percent of the votes of each Class of members agree to such dedication or transfer and signify their agreement by a signed and recorded

document, provided that this subsection shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of sewage, utility (including CATV) and drainage facilities upon, over, under and across the Common Area without the assent of the Members when, in the opinion of the Board, such easements are necessary for the convenient use and enjoyment of the Properties. Notwithstanding anything herein to the contrary, the Common Area shall be preserved to the perpetual benefit of the Owners or of the public in general and shall not be conveyed except to the appropriate government entity or to another non-profit corporation with purposes similar to those of this Association.

(c) The right of the Association, with the written assent of Members entitled to at least 80 percent of the votes of each Class of members to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the property rights of the Association as set forth herein.

(d) The right of the Association, to exchange any portion of the Common Area for other properties provided that:

1. written notice of the exchange is given to each member of the association except in cases where the exchange is done to eliminate an encroachment; and
2. after notice is given, the Association must approve such exchange in accordance with the provision herein described as "Membership and Voting Rights,";
3. the exchanged properties and other considerations are of like value and utility; and
4. the acreage and configuration of the remaining open space equal (including property to be received in such exchange) or exceed the requirements of Johnston County; and
5. the exchange is approved by the Johnston County Planning Director.

Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment and access granted to every Owner in Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner within the Properties as their principal residence in Johnston County, North Carolina.

(b) Tenants or Contract Purchasers. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence or a portion of said residence within the Properties as their principal residence in Johnston County, North Carolina.

(c) Guests. The right and easement of enjoyment granted to every Owner by Section 1 of this Article may be delegated to guests of such Owners, tenants, or contract purchasers, subject to such rules and regulations as may be established by the Board of Directors governing said use.

Section 3. Conveyance of Title to the Association. Declarant covenants, for itself and its successors and assigns, that it will convey fee simple title to the Common Area, if any, to the Association prior to the conveyance of the first Lot to an Owner within any phase, section, or annexation. Declarant reserves an easement to, from, over and across the Common Area for the purpose of constructing additional residences upon the Lots. Such conveyance shall be free and clear of all encumbrances and liens, except utility, drainage and pedestrian easements of record or shown on the recorded plats of Taft Woods East.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal or Corporate Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any such assessment or charge, together with interest and costs of collections, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment or charge, together with interest, costs and attorney's fees, shall also be the personal or corporate obligation of the person(s), firm(s), corporation(s), or entities owning such Lot at the time the assessment fell due. The personal or corporate obligation of an Owner for delinquent assessments shall not pass to his successors in title unless expressly assumed by them; however, such unpaid assessments or charges shall continue to be a lien on the property against which the assessment was made.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and, in particular, for the payment of governmental water and sewage disposal charges attributable to the Common Area, as well as other like expenses, including, but not limited to, operation, maintenance and repair of stormwater facilities, electricity, and for the acquisition, improvement and maintenance of properties, services and facilities devoted and related to the use and enjoyment of the Common Area, including but not limited to, the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes and public assessments levied against the Common Area, the procurement of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise. In addition,

expenditures by the Association for landscaping, planting and maintenance of areas within the Common Areas, as well as upon any sign easements and pedestrian easements as shown on the survey of Taft Woods East shall be deemed expenditures for the recreation, health, safety and welfare of the residents of the Properties and are hereby authorized.

Section 3. Maximum Monthly Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$170.00 per Class A Lot (\$42.50 per quarter) and \$0.00 per Class B Lot (\$0.00) per month.

- (a) Notwithstanding the above, the annual assessments on Class A lots owned by Builders who do not intend to live in the improvements they are constructing or causing to be constructed on such Lots shall accrue annually at a rate equal to twenty five percent (25%) of the rate applicable to Owners (other than Declarant) from the date of the Builder's purchase of the Lot.
- (b) From and after January 1 of the year and immediately following the conveyance of the first Lot to an Owner, the Board of Directors may increase the maximum annual assessment, effective January 1 of each year, without a vote of the membership, provided that any such increase shall not exceed ten percent (10%) of the maximum assessment for the previous year without a vote of the membership.
- (c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased without limitation if such increase is approved by Members entitled to no less than two-thirds (2/3) of the votes appurtenant to the Class A Lots and two-thirds (2/3) of the votes appurtenant to the Class B Lots, in person or by proxy, at a meeting duly called for that purpose.
- (d) The Board of Directors may fix the annual assessments at amounts not in excess of the maximum, provided, however, that the ratio of the assessment established for each Class B Lot shall always be one-tenth (1/10) of the assessment for a Class A Lot. In the event that Class B Lots are converted to Class A Lots, or Class A Lots are reconverted to Class B Lots, the assessment with respect to each such Lot shall be prorated and charged according to its class as of the date of each conversion and reversion. Any Class B dwelling for which a certificate of occupancy has been issued shall be treated as a Class A Lot for assessment purposes. Such Lot shall remain a Class B Lot for all other purposes.
- (e) Any annual assessment established by the Board of Directors shall continue thereafter as the annual assessment until changed by the Board or by the Members.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or as necessary, provided that any such assessment shall have the same assent of the Members as provided in Section 3(c) of this Article and shall be in the ratios provided in Section 3(d) of this Article.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members no less than 10 days nor more than 60 days prior to the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent of the votes appurtenant to the Class A and Class B Lots shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and, if called for a date not less than 50 days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. Date of Commencement of Annual Assessments; Due Dates; Certificate of Payment. The annual assessments provided for herein shall commence as to all Lots upon sale by Declarant and shall be prorated as of the date of closing. The first annual assessment shall be the "maximum annual assessment" set forth in Section 3 of this Article and shall be prorated according to the number of months remaining in the calendar year. At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each Lot. At least fifteen (15) days before January 1 of each year, the Board of Directors shall send written notice of such assessment to every Owner subject thereto. The due dates for the payment of annual and special assessments shall be established by the Board of Directors. The Association shall, upon demand, and for such reasonable charge as the Board of Directors may determine, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. If a certificate states that an assessment has been paid; such certificate shall be conclusive evidence of such payment.

Section 7. Effect of Nonpayment of Assessments, Remedies. Any assessment not paid within twenty (20) days after the due date shall incur a late charge in the amount of \$20.00 and, if not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less. The Association may bring an action at law against the Owner personally or corporately obligated to pay the same or foreclose the lien against the property; interest, late payment charges, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on a Lot. Sale or transfer of any Lot shall not affect any assessment lien, but the sale or transfer of any Lot pursuant to the foreclosure of such mortgage or deed of trust shall extinguish the lien of such assessments as to any installment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

Section 9. Exempt Property. All property dedicated to and accepted by a local public authority, and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, including, but not limited to, the erection of antennas, satellite dishes or disks, aerials or awnings, or the placement of reflective or other material in the windows of a dwelling unit or other exterior attachment, until plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing by the Declarant, its successors or assigns. Declarant shall be responsible for approving said plans and specifications as long as Declarant retains ownership of any lots in Taft Woods East subdivision as set out in Exhibit A attached hereto. Upon conveyance by Declarant of all lots in the subdivision, then the Board of Directors of the Association, or an architectural control committee composed of three (3) or more representatives appointed by the Board shall be responsible for approving said plans and specifications. If the Declarant, the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with. The Association shall have the right to charge a reasonable fee, not to exceed \$50.00 for receiving and processing each application. Neither the Board of Directors nor the architectural control committee shall approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety, or appearance of any Lot or the Common Area. Nothing herein shall be construed to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development.

Section 2. Approval of Builder. Any Builder prior to performing any work on the Properties, must be approved by the Declarant, the Board of Directors of the Association or the Architectural Control Committee as to financial stability, building

experience and ability to build structures of the class and type of those which are to be built on the Properties. No person, firm or entity shall be approved as a builder unless such person, firm or entity obtains his income primarily from construction of the type said builder is to perform upon the Properties. No Owner will be permitted to act as his own builder or contractor, for the exterior of any structure, except where such Owner obtains his income primarily from the construction of the type of structure to be constructed upon the Properties, and otherwise meets the qualifications for approval set by the Declarant, the Board of Directors of the Association or by the Architectural Control Committee as hereinabove set forth.

ARTICLE VII

USE RESTRICTIONS

Section 1. Land Use and Building Type. No lot shall be used except for residential purposes and for single family houses. No building shall be erected, altered, placed, or permitted to remain on any Lot other than a single detached one-family dwelling, except that each Lot may also have in addition to the dwelling, a detached or attached private garage or one out building. Any out building must be in architectural harmony with the principle building and must be located behind the principal building. No lot shall be subdivided or boundary lines amended, except with the written consent of the Declarant and in compliance with the subdivision regulations of Johnston County. The Declarant hereby expressly reserves to itself, its successors and/or assigns the right to re-plat one or more Lots shown on the plat of said subdivision in order to create a modified building Lot.

Section 2. Dwelling Size and Design. Dwellings shall have a minimum square footage of heated floor space of 1,650.00 square feet exclusive of porches, carports and garages. Each dwelling shall have at a minimum a one car garage.

Section 3. Setbacks. The building set-back distances from the property lines shall be as shown on the recorded subdivision plats.

Section 4. Character of Structures. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected or placed on any lot shall at any time be used as a residence, either temporarily or permanently. No structure of a temporary character shall be used as a residence on the property. No mobile homes or modular homes shall be located on a Lot.

Section 5. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than five (5) square feet advertising property for sale or rent. During the construction phase of the development the following

signage shall be authorized: (i) the original builder shall be entitled to a sign not greater than five square feet identifying the name and address of the builder; (ii) a sign no greater than five square feet that identifies the realtor who is marketing the property for the builder; and (iii) signage for any model home no larger than three square feet to indicate whether a model home is open and the hours of operation. The Declarant, however, in its' sole discretion shall be entitled to enlarge signage rights during the initial stages of the development. For purposes of this section, the permit box, which is required by County government, shall not be considered a sign.

Section 7. Animals. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of the following pets: (1) dogs (but no pit bulls are allowed), (2) cats, (3) birds and (4) other usual or common household pets. The Board for the Association may regulate the number of pets allowed any Owner. Pets which are being walked through the area, pets which are permitted to roam free or which, in the sole discretion of the Board, appear to endanger the health or safety of the Community, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the Owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. No household pet that has caused damage or injury may be walked in the Community. Pets shall be leashed, penned or physically restrained at all times within each Lot. Dogs must be kept under the owner's care and control at all times. Any dog off the owner's property must be on a leash.

Section 8. Garbage, Clotheslines and Woodpiles. All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All clotheslines, garbage containers, woodpiles and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, street or passing vehicles.

Section 9. Vehicles. No vehicle shall be parked on any street overnight, except the occasional use of street parking for overnight guests. No commercial or work vehicles in excess of three and one-half tons are to be parked on a street overnight. No stripped, partially wrecked, or junk motor vehicles shall be parked or kept on any street or Lot.

Section 10. Boats, Trailer, Recreational Vehicles. No such vehicles, or recreational or work utility equipment/vehicles may be parked on any lot in front of the back foundation line of the dwelling on said lot. Such vehicles and equipment must be shielded from view in such a manner so as not to be visible from the street.

Section 11. Damaged Property. Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm, or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness.

Section 12. Satellite Dishes and Antenne. Satellite dishes, antennae and similar devices for the transmission of television, radio, satellite, or other signals of any kind shall be prohibited, except that (a) antennae or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (b) antennae or satellite dishes designed to receive video programming services via multi point distribution services which are one meter or less in diameter or diagonal measurement; or (c) antennae or satellite dishes designed to receive television broadcast signals ("Permitted Devices") shall be permitted, provided that any such Permitted Device is placed in the least conspicuous location on the lot in which an acceptable quality signal can be received and is screened from the view of adjacent lots in an acceptable manner.

Section 13. Site Distances. No fence, well, hedge or shrub planting which obstructs street lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or, in the case of a rounded property, corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

Section 14. Driveway Pipes. Roadway and guttering pipes for drainage, if required, under driveways at or near their point of access, shall be a minimum of 15 inches in diameter, but in no event less than that required by the North Carolina Department of Transportation.

Section 15. Guns. The use of firearms on the Properties or in the Community is prohibited. This includes "B-B" guns, pellet guns and small firearms of all types.

Section 16. Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Declarant, the Board or its' designee. The Board may issue guidelines detailing acceptable fence styles or specifications, but in no event may hog or chain link fencing be approved. Picket type fencing forty eight inches in height, with slats of five and one-half inches in width, with the tops being pointed or round, are specifically approved. The purpose of this provision is to ensure a uniform, high quality appearance to the yards.

Section 17. Access to Motorcycle Road. All Lots adjacent to Motorcycle Road shall have no driveways or access roadways directly connecting the lot to the right of way of Motorcycle Road. Access to these lots shall be through the streets of the Community.

Section 18. All Terrain or Other Off Road Vehicles. All terrain or other off-road vehicles are prohibited from all Common Areas unless they are used by the Declarant or

the Association for maintenance or other purposes authorized by the Declarant or Association Board of Directors.

Section 19. Swimming Pools and Hot Tubs. Above ground swimming pools are not permitted. In addition, no other types of swimming pools, hot tubs or portable spas shall be permitted without the prior written consent of Declarant, the Board or the Architectural Control Committee.

Section 20. Street Lighting. The Power Company (now Progress Energy) is providing the street lighting for the properties. Each lot owner will be billed by the Power Company directly for their pro rata share of the cost of operating and maintaining these lights. Owners covenants and agree to pay these charges when due.

ARTICLE VIII

EASEMENTS

Section 1. Utilities and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 2. Sign Easements. Maintenance of the subdivision signs and subdivision easements located on Lots 1 and 18 of the subdivision as recorded in Plat Book 77, page 278, Johnston County Registry shall be the responsibility of the Association.

Section 3. Easements for Government Access. An easement is hereby established over and across the Common Area for the benefit of applicable governmental agencies for setting, removing, and reading water meters, maintaining and replacing water and drainage facilities, fire fighting, garbage collection, and delivery of mail.

Section 4. Owner's Right of Entry for Repair, Maintenance and Reconstruction. If a dwelling is located closer than five (5) feet from its lot line, the Owner thereof shall have a perpetual access easement over the adjoining Lot to the extent reasonably necessary to repair, maintain, or reconstruct his dwelling. Such repair, maintenance or reconstruction shall be done expeditiously and, upon completion of such work, the Owner shall restore the adjoining Lot to as nearly the same condition as that which prevailed prior to the commencement of the work as is reasonably practicable.

ARTICLE IX

INSURANCE

Section 1. Owner's Responsibility to Insure. Declarant suggests that each Owner, at his expense, secure and maintain in full force and effect one or more insurance policies insuring his Lot and the improvements thereon for the full replacement value thereof against loss and damage from all hazards and risks normally covered by a standard "Extended Coverage" insurance policy, including fire and lightning, vandalism and malicious mischief. Declarant also suggests that each Owner, at his expense, secure and maintain in full force and effect comprehensive personal liability insurance for damage or injury to person or property of others occurring on his Lot.

Section 2. Insurance Responsibilities of the Association. The Association shall procure and maintain adequate property insurance, in an amount not less than one hundred percent of the replacement cost of the insured property (after application of any deductibles) at the time the insurance is purchased and at each renewal date. The Association shall also procure and maintain liability insurance in reasonable amounts, insuring the Association and its members against injuries occurring upon the Common Area..

ARTICLE X

FINANCING PROVISIONS

Section 1. Approval of Owners. Unless at least eighty percent (80%) of the Owners of Lots located within the Properties have given their prior written approval, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association. The granting of easements for utilities or other purposes shall not be deemed a transfer within the meaning of this clause. Notwithstanding anything herein to the contrary, the real property owned to the perpetual benefit of the Owners or of the public in general shall not be conveyed except to the appropriate government entity or to another non-profit corporation for the purposes set forth herein.

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot.

(c) By act or omission change, waive or abandon any plan of regulation, or enforcement thereof, pertaining to the architectural design or the exterior appearance of residences located on Lots, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.

(d) Fail to maintain fire and extended coverage insurance on insurable improvements in the Common Area on current replace cost basis in an amount not less than one hundred (100%) of the insurable value.

(e) Use the proceeds of any hazard insurance policy covering losses to any part of the Common Area for other than the repair, replacement or reconstruction of the damaged improvements.

Section 2. Books and Records. Any Owner or holder of a first deed of trust on any Lot, or the agent or agents of either, shall have the right to examine the books and records of the Association during any reasonable business hours.

Section 3. Payment of Taxes and Insurance Premiums. The Owners or holders of first deeds of trust on Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge or lien against any of the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy covering property owned by the Association. The persons, firms, or corporations making such payments shall be owed immediate reimbursement therefore by the Association.

ARTICLE XI

AMENDMENTS

Section 1. By the Declarant. During the Declarant Control Period, this Declaration, the Articles and ByLaws may be amended, changed or added to at any time and from time to time by an instrument executed by Declarant and recorded in the Registry without the requirement of the consent of the Association or any of the Owners or their mortgagees; provided, however, the Association shall, forthwith upon request of the Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as the Declarant shall, from time to time, request.

Section 2. By the Association. After the Declarant Control Period, this Declaration, the Articles and Bylaws may be amended, changed or added to at any time and from time to time by the affirmative vote or written consent of the Class A Members (through their respective voting members) having not less than sixty seven (67%) of the voting interests of Class A Members and, to the extent not prohibited by law, the affirmative vote or written approval of the Declarant so long as the Declarant is a Member.

Section 3. Scrivener's Errors. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by the Declarant alone so long as the Declarant owns any portion of the Community, and thereafter by the Board without the need for approval of the Owners.

Section 4. Limitations of Amendments Affecting Declarant Rights. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant, a Builder or any affiliate of the Declarant respectively without the prior written consent of whichever of them is affected. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee.

Section 5. Amendments Required by Secondary Mortgage Market. Notwithstanding anything herein to the contrary, the Declarant shall have an absolute right to make any amendments to the Declaration (without any other party's consent or joinder including the Association or any owners) that are requested or required by or necessitated by a change in the guidelines of the Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), U. S. Department of Housing and Urban Development ("HUD") and U.S. Department of Veteran's Affairs ("VA"), the Government National Mortgage Association, or any other governmental, quasi-governmental or government-chartered entity which owns or expects to own one or more Mortgages on lots or portions of the property within the Community or to insure or guarantee the payment of one or more such Mortgages or that are requested or required by any institutional First Mortgagee to enhance the salability of its Mortgages on lots or portions of the Property to one or more of the foregoing.

Section 6. Mortgagee's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees. Except as specifically provided herein, the consent and/or joinder of any lien or mortgage holder on a lot shall not be required for the adoption of any amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld or delayed.

Section 7. Amendments to this Declaration are valid from the later of the time or recording in the Register of Deeds or such later date specified in the amendments.

Section 8. . Challenge. No action to challenge the validity of an amendment adopted pursuant to this Article may be brought more than one (1) year after the amendment is recorded.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Exculpation. No personal liability is assumed by nor shall at any time be asserted or enforceable against the Declarant on account of any representation, covenant, undertaking or agreement of the Declarant contained in the Declaration either express or implied. All such personal liability, if any, is expressly waived and released

by the Association, the Owners and by all persons claiming by, through or under the Owners.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the Person who appears as Member or Owner on the records of the Association at the time of such mailing. It shall be the duty of each Owner to keep the Association advised of his name and addresses and any changes therein.

Section 3. Severability. Invalidation of any part, clause or word of the Governing Documents, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 4. Performance of Association's Duties by Declarant. Declarant shall have the right from time to time at its' sole discretion, to perform at Declarant's expense the duties and obligations required hereunder to be performed by the Association. In connection therewith Declarant shall have the right to reduce the budget of the Association and the Assessments payable by the Owners; provided, however, that any such performance on the part of Declarant may be discontinued by Declarant at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of Declarant.

Section 5. Effective Date. The Declaration shall become effective upon its recordation in the Registry.

Section 6. Enforcement. The Declarant, its successors and/or assigns, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7. Duration of Covenants. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or altered by a vote of the Owners as set forth below.

Section 8. Additions to Existing Property. Additional land may be brought within the schemes of this Declaration in the following manner.

- (a) Additional land may be annexed to the existing property by Declarant, M & R Land, LLC, its successors or assigns, in future stages of development, without the consent of any other lot owner or owners,

provided that said annexations must occur within ten (10) years after the date of this instrument.

- (b) The additions authorized under Section (a) above shall be made by filing a record Supplementary Declarations of Covenants, Conditions, and Restrictions with respect to the additional properties which shall extend the scheme of this Declaration to such properties and thereby subject such additions to the benefits, agreements, restrictions, and obligations set forth herein. Such Supplemental Declaration shall reference this document without setting forth the complete text in said Supplemental Declaration.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on this the 31st day of July, 2012

M&R Land, LLC

BY:

W. Anderson Marlowe, III
W. Anderson Marlowe, III, Member/Manager

By:

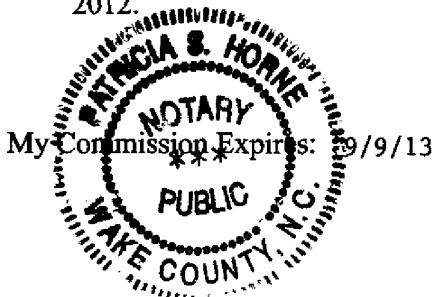
Daniel Ward Russell
Daniel Ward Russell, Member/Manager

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, the undersigned Notary Public, do hereby certify that W. Anderson Marlowe, III, personally came before me this day and acknowledged that he is a Member/Manager of M & R Land, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of the Limited Liability Company, the foregoing instrument was signed in its name by him as a Member/Manager.

Witness my hand and notarial seal, this 1st day of August, 2012.



Patricia S. Horne
Notary Public

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, the undersigned Notary Public, do hereby certify that *Daniel*
Ward Russell, personally came before me this day and acknowledged that he is a
Member/Manager of M & R Land, LLC, a North Carolina Limited Liability Company,
and that by authority duly given and as the act of the Limited Liability Company, the
foregoing instrument was signed in its name by him as a Member/Manager.

Witness my hand and notarial seal, this 31 day of
July, 2012.

My Commission Expires: *February 1, 2015*

Carol M. Johnson
Notary Public

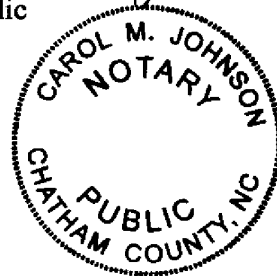


EXHIBIT A

BEING ALL OF LOTS 1 THROUGH 18, INCLUSIVE, AS SHOWN ON
PLAT ENTITLED "TAFT WOODS EAST, SECTION 1" AS RECORDED IN PLAT
BOOK 77, PAGES 278 AND 279, JOHNSTON COUNTY REGISTRY.

Exhibit B

BY-LAWS

OF

TAFT WOODS EAST ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is TAFT WOODS EAST ASSOCIATION, INC. (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 3700 Computer Drive, Ste. 280, Raleigh, NC 27609, but meetings of members and directors may be held at such places within Wake County or Johnston County, North Carolina, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to TAFT WOODS EAST ASSOCIATION, INC., a North Carolina non-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that real property described in Exhibit A of the Declaration and any additional land later annexed into the Association.

Section 3. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, appearing on any recorded subdivision map of the Properties, with the exception of the Common Area and Parking Area, if any.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners of Lots within TAFT WOODS EAST subdivision and any additional area subdivided at a later date, as a part of TAFT WOODS EAST subdivision.

Section 6. "Declarant" shall mean and refer to M & R Land, LLC, its' successors and/or assigns.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a subdivided lot which is subject to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be two (2) classes of Lots with respect to voting rights:

(a) Class A Lots. Class A shall be all Lots except Class B Lots as the same are hereinafter defined. Each Class A Lot shall entitle the Owners of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or a security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to their Lot shall be exercised as they, among themselves determine, but fractional voting shall not be allowed.

(b) Class B Lots. Class B Lots shall be all Lots owned by Declarant which have not been converted to Class A Lots as provided in subparagraphs (1) or (2) below. The Declarant shall be entitled to six (6) votes for each Class B Lot.

The Class B Lots shall cease to exist and shall be converted to Class A Lots upon the first to occur of the following:

:

- (1) One hundred twenty (120) days after the date as of which 75% of the maximum number of Lots planned for the development have (1) been conveyed by the Declarant AND (ii) have been improved with dwellings for which a certificate of occupancy has been issued;
- (2) December 31, 2022.
- (3) When the Class B Lots are converted to Class A Lots, Declarant shall have the same voting rights and maintenance assessment as other Owners of Class A Lots.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and access to, from, and over the Common area, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his lot remains unpaid, or for a period not to exceed sixty (60) days for an infraction of the published rules and regulations of the Association;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless at least eighty percent of each Class of members agree to such dedication or transfer and signify their agreement by a signed and recorded document, provided that this subsection shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of sewage, utility (including CATV) and drainage facilities upon, over, under and across the Common Area without the assent of the Members when, in the opinion of the Board, such easements are necessary for the convenient use and enjoyment of the Properties. Notwithstanding anything herein to the contrary, the Common Area shall be preserved to the perpetual benefit of the Owners or of the public in general and shall not be conveyed except to Johnston County or to another non-profit corporation with purposes similar to those of this Association;

(c) The right of the Association, with the written assent of Members entitled to a least eighty percent of the votes of each Class of member to mortgage, pledge, deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the property rights of the Association as set forth herein.

Section 2. Delegation of Use.

(a) **Family.** The right and easement of enjoyment and access granted to every Owner in Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the owner within the Properties as their principal residence in Johnston County, North Carolina.

(b) **Tenants or Contract Purchasers.** The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence or a portion of said

residence within the Properties as their principal residence in Johnston County, North Carolina.

(c) Guests. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be delegated to guests of such Owners, tenants or contract purchasers, subject to such rules and regulations as may be established by the Board of Directors governing such use.

Section 3. Conveyance of Title to Association.

Declarant covenants, for itself and its successors and assigns, that it will convey fee simple title to the Common Area to the Association prior to the conveyance of the first Lot to an Owner within any phase, section, or annexation. Declarant reserves an easement to, from, over and across the Common Area for the purpose of constructing additional residences upon the Lots. Such conveyance shall be free and clear of all encumbrances and liens, except utility and drainage easements of record or shown on the recorded plat of Taft Woods East.

ARTICLE V

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association. Each subsequent regular annual meeting of the Members shall be held at 8:00 p.m. on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President, the Secretary, or a majority of the members of the Board of Directors. A special meeting of the Members shall be called upon the written request of Members entitled to ten percent of the votes appurtenant to Class A and Class B Lots.

Section 3. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws, written notice of each meeting of the Members shall be given to each Member entitled to vote thereat, such notice being given by or at the direction of the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or by hand delivery, not less than fifteen (15) days nor more than fifty (50) days before the date of the meeting, addressed to the Member's address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in case of a special meeting, the exact purposes of the meeting, including the text of any proposals to be voted on at such special meeting. Waiver by a Member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 4. Quorum. Except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws, the presence at the meeting of Members or of proxies entitled to cast one-tenth (1/10) of the votes appurtenant to each Class of Lots (Class A and Class B) shall constitute a quorum for any action.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Informal Action by Members. any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the to be kept in the minute book of the Association.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Association shall be managed by a Board of Directors.

Section 2. Number, Term and Qualification. The number of directors of the Association shall be three (3) until the first annual meeting of the Association, at which time the number of Directors shall increase to five (5). At the first annual meeting, the Members shall elect one (1) director to serve for a term of one (1) year, two (2) directors to serve for a term of two (2) years, and two (2) directors to server for a term of three (3) years. At each annual meeting thereafter, the members shall elect the number of directors needed to fill the vacancy or vacancies created by the director or directors whose term(s) are expiring to serve for a term of three (3) years. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified. Directors need not be Members of the Association.

Section 3. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than

the number of vacancies that are to be filled. Such nominations may be made from among Members or Non-members.

Section 4. Election. Except as provided in this Article, the directors shall be elected by secret written ballot at the annual meeting of the Members. In such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled under the provisions of these By-Laws. The persons receiving the highest number of votes shall be elected. Cumulative voting is not permitted.

Section 5. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members.

Section 6. Vacancies. A vacancy occurring in the Board of Directors may be filled by the selection by the remaining directors of a successor, who shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the directors.

Section 7. Compensation. No director shall receive compensation for any service he may render to the Association in the capacity of director. However, any director may be reimbursed for actual expense incurred in the performance of his duties.

ARTICLE VII

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly, without notice and at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present as a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Informal Action by Directors. Any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if written consent to the action so taken is signed by all the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action is so taken.

Section 5. Chairman. A Chairman of the Board of Directors shall be elected by the directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of President, a Chairman shall be elected by the Board of Directors to serve until a new President is elected.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend a Member's voting rights and his right to use the Common Area during any period in which he shall be in default in the payment of any assessment levied by the Association pursuant to the provisions of the Declaration. Such rights may also be suspended after such notice and hearing as the Board, in its discretion, may determine, for a period not to exceed sixty (60) days for infraction of the published rules and regulations of the Association;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, independent contractors, or such other employees as it deems necessary and prescribe their duties; and to contract with a management company to manage the operation of the Association. In the event a contract is entered into with a management company, such contract must be terminable by the Board of Directors without cause or penalty of ninety (90) days or less notice and any management contract made with the Declarant shall be for a period not to exceed three (3) years;

(f) employ attorneys to represent the Association when deemed necessary;

(g) grant easements for the installation and maintenance of sewerage, utility or drainage facilities upon, over, under, and across the Common Area without the assent of the Members, when such easements are necessary for the convenient use and enjoyment of the Properties; and

(h) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in writing by members entitled to at least one-fourth (1/4) of the votes appurtenant to Class A Lots;

(b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days before January 1 of each year;

(2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days before January 1 of each year; and

(3) as to any Lot for which an assessment is not paid within thirty (30) days after it becomes due, bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against such Lot.

(d) issue, or cause an appropriate officer of the Association to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of such certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain liability insurance covering the Association and adequate hazard insurance on the real and personal property owned by the Association in accordance with the Declaration;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area and all facilities erected thereon to be maintained;

(h) pay all ad valorem and public assessments levied against the real and personal property owned by the Association.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President and Vice-President, who shall at all times be a Member of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, be removed, or be otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Officers. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) **President.** The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, promissory notes, mortgages, deeds and other written instruments, and, in the absence of the Treasurer, shall sign all checks.

(b) **Vice-President.** The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it on all papers requiring a seal, service notice of meetings of the Board and of the Members of the Association and their addresses, and perform such other duties as required by the Board.

(d) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks of the Association, shall keep proper books of account, shall cause a annual audit of the Association books to be made by an independent public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE X

COMMITTEES

The Board of Directors of the Association shall appoint a Nominating Committee, as provided in these By-Laws, and may appoint an Architectural Control Committee, as provided in the Declaration. The Board of Directors may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member or his authorized agent. The Declaration, the Articles of Incorporation and the By-Laws

of the Association shall be available for inspection at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XII

ASSESSMENTS

As more fully provided in Article V of the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum or the maximum interest rate allowed by law, whichever is less, plus such late charge as may be established by the Board of Directors, and the Association may bring an action at law against the Owner personally obligate to pay the same or foreclose the lien against the Lot for which such assessment is due. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his dwelling unit.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: TAFT WOODS EAST ASSOCIATION, INC.

ARTICLE XIV

Section 1. Amendments. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present at a meeting duly called for such purpose in person or by proxy.

Section 2. Conflicts. In the case of any conflicts between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Expenditures by the Association for the landscaping, planting and maintenance of common areas as well as upon any sign or pedestrian easement as shown on the survey of Taft Woods East shall be deemed expenditures for the recreation, health, safety and welfare of the residents of the Properties and are hereby authorized.

I hereby certify that the foregoing Bylaws of the Association were duly adopted by the Board of Directors of the Association on the 1st day of August, 2012.

W. Amos Maulea
President