

BY-LAWS
OF
DUNES SOUTH HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Names and Offices

Section 1. Name. The Name of the Corporation shall be Dunes South Homeowners Association, Inc.

Section 2. Offices. The principal office of said Association shall be in Nags Head, Nags Head Township, Dare County, North Carolina. The Association may also have offices at such other places as the Board of Directors may from time to time appoint or the purposes of the Association may require.

ARTICLE II

Definitions

The following words when used in these By-Laws (unless the context shall otherwise require), shall have the following meaning:

(a) The "Association" shall mean Dunes South Homeowners Association, Inc., its successors and assigns.

(b) The "Development" shall mean the real property described in the Declaration of Covenants and Restrictions and Supplement thereto.

(c) The "Common Areas" shall mean all those areas of land, except Dwelling Units and Lots (hereinafter defined), including the facilities being constructed thereon, owned by the Association and described in the Declaration of Covenants and Restrictions recorded in Book 297, page 725, Dare County Registry.

(d) "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(e) The "Developer" shall mean First Flight Builders, Inc., its successors and assigns.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section 1 of the Declaration recorded in Book 297, page 725, Dare County Registry.

(g) "Lot" shall mean any lot on which a Dwelling Unit is or may be constructed.

(h) The "Declaration" shall mean the Declaration of Covenants and Restrictions recorded in Book 297, page 725, Dare County Registry and any supplement thereto.

ARTICLE III

Objectives

The objectives of the Association shall be (a) to acquire, construct, maintain and operate the Common Areas in the Development, (b) to enforce any and all covenants, restrictions and agreements applicable to the Common Areas and the Lots in the Development and particularly the Declaration or similar declaration as may be made with respect to the Development, and which hereafter may be recorded in the office of the Register of Deeds of Dare County, North Carolina and (c) to make and perform any contracts and do any acts or things, and exercise any powers suitable, convenient, proper or incidental for the accomplishment of any of the objectives enumerated herein.

ARTICLE IV

Membership and Voting Rights in the Association

Section 1. Membership. Every person who is an owner of any lot which is subject to the Declaration's Assessment by the Association shall be a member of the Association.

Section 2, Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all Owners except the developer. Each Class A Member shall be entitled to one vote for each Lot in which he holds the interest required for membership by Section 1 of this Article IV. In no event shall more than one vote be cast in the Association with respect to any such Lot.

Class B. The Class B Member shall be the developer, its successors and assigns. The Class B Member shall be entitled to five votes in the Association for each unsold lot whether or not improved, provided that upon the happening of either of the following events, whichever first occurs, the Class B Membership in the Association shall cease and be converted to Class A Membership:

(a) When the total votes outstanding in Class A Membership in the Association equals 24 or

(b) On December 31, 1985.

When a purchaser of a Lot takes title thereto from the Developer, the purchaser becomes a Class A Member of the Association and the membership of the Developer with respect to that Lot shall cease.

Section 3. Suspension of Membership. The rights of membership are subject to the payment of annual and special assessments levied by the Association. The obligation for payment of assessments is imposed upon each owner. The obligation for payment of assessments, of all owners subject to the Declaration's assessments, (or the assessment of any supplement thereto) becomes a lien upon the Lot against which such assessments are made as provided by Article V of the Declaration. If a member fails to make payment of any annual or special assessment levied by the Association within thirty (30) days after same shall become due and payable, the voting rights of such member and such member's right to use of the Association's facilities may be suspended by the Board of Directors until such assessment has been made. Such rights of a member may also be suspended after notice and hearing, for violation of any rules and regulations established by the Board of Directors governing the use of common areas.

ARTICLE V

Assessments

The obligations with respect to Assessments are governed by Article V of the Declaration, as the same may be amended from time to time.

ARTICLE VI

Meetings

Section 1. Annual Meetings. The annual meeting of Members for the election of directors, the presentation of the annual financial report of the Association and for the

transaction of such other business as the Board of Directors may determine, shall be held at the principal office of the Association on the first Tuesday in May, or at such other time and place as may be fixed by the Board of Directors, but in no event later than June 30.

Section 2. Special Meetings. Special meetings of Members for any purpose may be called at any time by (i) the President of the Association, or (ii) any three (3) directors of the Association, and (iii) shall be called by the Secretary of the Association forthwith upon receipt of the written request of Members of the Association entitled to cast one-third of all votes of the entire Membership or who are entitled to cast one-third of all votes of the Class A Membership. Special meetings shall be held solely for such purpose or purposes as are set forth in the notice or waiver of notice of the meeting.

Section 3. Special Meetings for the Election of Directors.

(a) If for a period of one (1) month after the date fixed herein for the annual meeting of Members, there is a failure to elect a sufficient number of directors to conduct the business of the Association, the Board of Directors shall call a special meeting for the election of directors. If such special meeting is not called by the Board within two (2) weeks after the expiration of such period or if it is called but there is a failure to elect such directors for a period of two months after the expiration of such period, Members entitled to cast ten (10) votes or ten (10%) percent of the total number of votes entitled to be cast in an election of directors, whichever is less, may, in writing, demand the call of a special meeting for the election of directors specifying the date and month thereof, which shall not be less than two (2) nor more than three (3) months from the date of such written demand. The Secretary of the Association upon receiving the written demand shall promptly give notice of such meeting, or, if he fails to do so within five (5) business days thereafter, any Member signing such demand may give such notice. The meeting shall be held at the principal office of the Association or at such other place as may be fixed in the notice of meeting.

(b) At any such special meeting called on the demand of Members, notwithstanding the provisions of these By-Laws, Members attending, in person or by proxy, and entitled to vote in an election of directors shall constitute a quorum for the purpose of electing directors, but not for the transaction of any other business.

Section 4. Notice and Waiver of Notice of Annual and Special Meetings. Notice of the time, place and purpose or purposes of every meeting of the Members shall be served (except as provided in Section 3, Article VI of these By-Laws), either personally or by mail, not less than ten (10) nor more than fifty (50) days before the meeting, upon each person who appears upon the books of the Association as a

Member and if mailed, such notice shall be directed to the Member at his address as it appears on the books of the Association, unless he shall have filed with the Secretary of the Association a written request that notices intended for him be mailed to some other address, in which case it shall be mailed to the address designated in such request. The notice provided for herein is not indispensable and any meeting of Members shall be deemed validly called for all purposes if all Members are represented thereat in person or by proxy, or if a quorum is present and waivers of notice of the time, place and purpose of such meeting shall be duly executed in writing either before or after said meeting by those Members not so represented or not given such notice. The attendance of any Member at a meeting in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him.

Section 5. Quorum. At any meeting of Members the presence in person or by proxy of fifty (50%) percent of Members entitled to vote thereat shall be necessary to constitute a quorum for the transaction of business, except as otherwise expressly provided by law, by the Articles of Incorporation of the Association, the Declaration, or elsewhere in these By-Laws. In the absence of a quorum, or when a quorum is present, a meeting may be adjourned from time to time by a vote of a majority of Members entitled to vote present in person or by proxy, without notice other than by announcement at the meeting and without further notice to any absent Member. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might be transacted at the meeting as originally scheduled.

Section 6. Voting. If a quorum is present the affirmative vote of a majority of Members represented at the meeting shall be the act of all Members, unless the act of a greater number is expressly required by law or by the Articles of Incorporation of the Association, the Declaration, or elsewhere in these By-Laws. Any Member may vote either in person or by proxy appointed by an instrument executed in writing by such Member or his duly authorized attorney-in-fact and delivered to the secretary of the meeting. No proxy shall be valid after the expiration of eleven months from the date of its execution unless the Member executing it shall have specified therein its duration. Every proxy shall be revocable at the pleasure of the person executing it, or his personal representatives or assigns. Upon direction of the presiding officer or upon demand of a Member, the vote upon any business before a meeting shall be by ballot, but otherwise any such vote need not be by ballot.

Section 7. Action Without a Meeting. Whenever Members are required or permitted to take any action by vote, such action may be taken without a meeting on written consent setting forth the action so taken, signed by all Members entitled to vote thereon.

Section 8. Inspectors of Election. The Board of Directors in advance of any meeting of Members may appoint one or more inspectors of election to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the person presiding at a Members' meeting may, and on the request of any Member entitled to vote thereat shall, appoint one or more inspectors. In case any person appointed as inspector fails to appear or act, the vacancy may be filled by the Board in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability, and the oath so taken shall be signed by the inspector before the person presiding at the meeting and shall be filed with the Secretary of the Association. No director, or candidate for director at a meeting, one of the purposes of which is to elect directors, shall act as inspector thereat.

ARTICLE VII

Board of Directors

Section 1. Management of the Affairs of the Association. The management of the affairs of the Association shall be vested in a Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute or by the Articles of Incorporation of the Association, or by the Declaration, or by these By-Laws directed or required to be exercised or done by the members.

Section 2. Election of Directors. The Board of Directors shall consist of not less than three (3) nor more than nine (9) directors, the number of persons constituting the whole Board of Directors to be fixed from time to time by resolution of the Board of Directors. Directors shall be at least twenty-one years of age and need not be members of the Association. Except as otherwise provided by law or in these By-Laws, the directors shall be elected at each annual meeting of Members by a plurality of votes cast.

Section 3. Vacancies. Vacancies in the Board of Directors resulting from death, resignation or removal may be filled without notice to any Members by a vote of a majority of the remaining directors present at the meeting at which such election is held, even though a quorum is not present, which election may be held at any regular meeting of the Board of Directors or any special meeting thereof called for such purpose. A director elected to fill a newly created directorship shall serve in office during the unexpired portion of the term of his predecessor and until his successor is elected and qualified.

Section 4. Nomination of Directors. Not later than four (4) weeks prior to the date set for each annual meeting of Members, the President of the Association shall appoint a committee of Members to nominate candidates for election as directors at the annual meeting. The recommendations of the nominating committee, together with a brief description of each candidate, shall be transmitted to the membership at the same time the notice of annual meeting of Members is distributed. Additional nominations may be made from the floor by any Member at the annual meeting.

Section 5, Meetings. Meetings of the Board of Directors, regular or special, shall be held in the State of North Carolina. The first meeting of the Board of Directors following the annual meeting of Members shall be held not later than one (1) week after the annual meeting of Members. Thereafter, regular meetings of the Board of Directors shall be held not less than once every month, except that meetings need not be held in July, August and September. Meetings may be held upon such notice, or without notice, and at such time and place, as shall be determined by the Board. Special meetings of the Board of Directors may be called by the President, at such time and place as he shall determine, on five (5) days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of three (3) directors. Notice of a meeting need not be given to any director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, except where otherwise required by law or by these By-Laws. A majority of the entire Board of Directors shall constitute a quorum for the transaction of business except as otherwise expressly provided by law or by the Articles of Incorporation of the Association, or by the Declaration or elsewhere in these By-Laws. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by the Certificate of Incorporation of the Association, or by the Declaration or elsewhere in these By-Laws. If a quorum shall not be present at any meeting of directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At all meetings of the Board of Directors, each director shall be entitled to one vote.

Section 6. Resignation and Removal. Any director may resign at any time by written notice delivered or sent by certified or registered mail, return receipt requested to the President or Secretary of the Association. Such resignation

shall take effect at the time specified therein, and unless specifically requested acceptance of such resignation shall not be necessary to make it effective.

Any director may be removed from office with or without cause by Members of the Association at a meeting duly called for that purpose or with cause by the Board.

Section 7. Compensation. No salary or other compensation for services shall be paid to any director of the Association for services rendered as such director, but this shall not preclude any director from performing any other service for the Association and receiving compensation therefor.

Section 8. Executive Committee. The Board of Directors may, by resolution adopted by a majority of the entire Board, appoint from among its members an executive Committee consisting of three (3) or more persons, which shall have and may exercise during the intervals between the meetings of the Board all powers vested in the Board, with the exceptions of those forbidden by law. The Board may at any time change the members of and fill vacancies in the Executive Committee. The Executive Committee shall keep regular minutes of its proceedings and shall report same to the Board of Directors when required. The Executive Committee may make rules for the conduct of its business and may appoint any sub-committees and assistants it considers necessary. A majority of the members of the Executive Committee shall constitute a quorum for the transaction of business.

Section 9. Other Committees. From time to time the Board of Directors may appoint, from among the directors, Members, and other persons, other committees for any purpose or purposes with such powers as are conferred by the resolution of appointment and as are permitted by law. The President of the Association shall be an ex-officio member of all committees so appointed.

Section 10. Annual Report. The Board of Directors shall present at the annual meeting of Members a report of the financial and other affairs of the Association during the preceding year. The Board of Directors shall provide all Members, at the expense of the Association and within four (4) months of the end of each year, a copy of an annual audited financial statement of the Association prepared by an independent certified public accountant.

ARTICLE VIII

Officers

Section 1. Election. The Board of Directors, at its first meeting after the annual meeting of Members, shall elect

from their number a President and Vice President, and shall elect a Secretary and Treasurer, each officer to hold office until the meeting of the Board of Directors following the next annual meeting of Members and until their successors are elected and qualified. The Board may from time to time appoint such other officers as it considers desirable to hold office at the pleasure of the Board. Any two of such offices, except those of President and Secretary, may be held by the same person.

Section 2. Assistants. The Board of Directors may at any time or from time to time appoint one or more Assistant Secretaries and one or more Assistant Treasurers to hold office at the pleasure of the Board. Such assistants, if any, in order of their seniority or in any other order determined by the Board of Directors shall, in the absence or disability of the Secretary or Treasurer, as the case may be, perform the duties and exercise the powers of the Secretary or Treasurer, as the case may be, and shall perform such other duties as the Board of Directors or the Secretary or Treasurer, as the case may be, shall prescribe.

Section 3. Qualifications; Removal and Vacancies. Officers need not be Members of the Association. Any officer elected or appointed by the Board of Directors pursuant to the provisions of Sections 1 and 2 of this Article VIII may be removed by the Board of Directors at any time, with or without cause. Vacancies occurring in any office may be filled by the Board of Directors at any time.

Section 4. Duties of President and Vice President. The President shall be the chief executive and operating officer of the Association and shall preside at all meetings of the Members and of the Board of Directors. The President or the Vice President may sign the name of the Association on all certificates and contracts and other instruments which are authorized from time to time by the Board of Directors. The President, subject to the control of the Board of Directors, shall have general management of the affairs of the Association and perform all the duties incidental to the office. If the President is absent from the State of North Carolina or is unable to act, the Vice President shall have the powers and perform the duties of the President.

Section 5. Duties of Treasurer. Subject to the control of the Board of Directors, the Treasurer shall have the care and custody of all funds and securities of the Association, and all books and records relating thereto and shall deposit such funds in the name of the Association in such bank or trust companies as the Board of Directors may determine, and he shall perform all other duties incidental to this office. If so required by the Board of Directors, he shall, before receiving any such funds, furnish to the Association a bond

with a surety company as surety, in such form and amount as the Board of Directors from time to time shall determine. The premium upon such bond shall be paid by the Association.

Section 6. Duties of Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors and of the meetings of the Members. He shall attend to the giving and serving of all notices of the Association, and shall be empowered to affix the corporate seal to all written instruments authorized by the Board of Directors or these By-Laws. He shall also perform all other duties incidental to his office. He shall cause to be kept a record book containing the names, alphabetically arranged, and addresses, of all Members and the date they became such.

Section 7. Compensation. No salary or other compensation for services shall be paid to any officer of the Association for services rendered as such officer, but this shall not preclude an officer of the Association from performing any other service for the Association and receiving compensation therefor.

ARTICLE IX

Financial Matters

Section 1. Depositories. The Board of Directors shall select such depositories as it considers proper for the funds of the Association. All checks and drafts against such deposited funds shall be signed and countersigned by persons specified by the Board.

Section 2. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, in addition to those specified in these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or render it liable for any purpose or to any amount.

Section 3. Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors of the Association.

ARTICLE X

Indemnification of Directors, Officers and Employees

Section 1. Right to Indemnification. Any person made a party to any action, suit or proceeding by or in the right of

the Association to procure a judgment in its favor by reason of the fact that he, his testator or intestate, is or was a director or officer of the Association, shall be indemnified by this Association, to the extent permitted and in the manner provided by law, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with an appeal therein, except in relation to matters as to which such director or officer is adjudged to have breached his duty to the Association under the Laws of the State of North Carolina, but such indemnification shall in no case include:

(1) Amounts paid in settling or otherwise disposing of a threatened action, suit or proceeding, or a pending action, suit or proceeding, with or without court approval, or

(2) Expenses incurred in defending a threatened action, suit or proceeding, or a pending action, suit or proceeding, which is settled or otherwise disposed of without court approval.

Any person, made, or threatened to be made, a party to an action, suit or proceeding other than one by or in the right of the Association to procure a judgment in its favor, whether civil or criminal, including an action, suit or proceeding by or in the right of any other corporation of any type or kind, domestic or foreign, which any director or officer of the Association served in any capacity at the request of the Association, or served such other corporation in any capacity, shall be indemnified by this Association against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action, suit or proceeding, or any appeal therein, if such director or officer acted, in good faith, for a purpose which he reasonably believed to be in the best interests of the Association and in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful. The termination of any such civil or criminal action, suit or proceeding by judgment, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not in itself create a presumption that any such director or officer did not act in good faith, for a purpose which he reasonably believed to be in the best interest of the Association, or that he had reasonable cause to believe that his conduct was unlawful.

Section 2. Other Rights; Payment. Any such right of indemnification as set forth in Section 1 of Article X of these By-Laws shall not be deemed exclusive of any other rights to which any such director or officer may be lawfully entitled apart from the provisions of Laws of the State of North Carolina. Any amount payable by reason of indemnity under this Article shall be determined and paid in accordance with the Laws of the State of North Carolina or in any other lawful manner.

ARTICLE XI

Dissolution

In the event the Association is dissolved in accordance with the provisions of the Association's Articles of Incorporation and the assets, both real and personal, of the Association are dedicated to a governmental authority, the covenants and restrictions contained in the Declaration, other than those applying to assessments, shall remain in full force and effect. It shall be a requirement of the Association, prior to its dissolution, to establish an appropriate authority or corporation for enforcing said covenants and restrictions.

In the event that such dedication to a governmental authority is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In such event the covenants and restrictions contained in the Declaration, including those applying to assessments, shall remain in full force and effect. No such disposition of the Corporation's properties shall be effective to divest or diminish any right or title of any member vested in him under the Declaration and deed applicable to his property unless made in accordance with the provisions of the Declaration and deed.

ARTICLE XII

Construction

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


ARTICLE XIII

Amendments

These By-Laws may be amended or repealed in conformity with the Articles of Incorporation of the Association and the Declaration by the affirmative vote of two-thirds of the directors present at any meeting of the Board of Directors by the affirmative vote of a majority of the membership entitled to vote for the election of directors, provided, however, that no such amendment or repeal adopted by the Board of Directors shall become effective until thirty (30) days after notice thereof shall have been transmitted to the Members of the Association. The notice of any meeting of Members and the

Board of Directors at which such action shall be considered shall contain a notice of the proposed amendment, or repeal. Any by-law adopted by the Board of Directors may be amended or repealed by the Members, and unless otherwise provided in the Articles of Incorporation of the Association, the Declaration or these By-Laws, any by-law adopted by the Members, may be amended or repealed by the Board.

I certify the foregoing to be the By-Laws of Dunes South Homeowners Association, Inc., as adopted at the first meeting of Directors on August 7, 1980.


Secretary

Dear Association Members:

The Bylaws of Dunes South Homeowners Association were amended by the Board of Directors at their meeting on August 24, 1985. One sentence was changed in Article VII, Section 5, dealing with the location of Board of Directors meetings.

OLD: Meetings of the Board of Directors, regular or special, shall be held in the State of North Carolina.

NEW: Meetings of the Board of Directors, regular or special, shall be held in the State of North Carolina at least four times per year.

DUNES SOUTH HOMEOWNERS ASSOCIATION INC.
PO Box 1256
Nags Head, NY 27959

The Bylaws of Dunes South Homeowners Association were amended by the Board of Directors at their meeting April 5, 1986 as follows:

Article VII - Section 2

The Board of Directors shall consist of not less than three (3) nor more than nine (9) directors, the number of persons constituting the whole Board of Directors to be fixed from time to time by resolution of the Board of Directors. Directors shall be at least twentyone years of age and need not be members of the Association.

In order to provide some continuity in the management of the affairs of the Association, two (2) of the five (5) directors elected at the first annual meeting shall have their terms extended for another year. Three directors shall be elected at the annual meeting in June 1986 for two year terms. In subsequent years all terms shall be for two years, with three (3) directors elected in evennumbered years and two (2) directors elected in oddnumbered years.

Article XIII - Amendments

These By-Laws may be amended or repealed in conformity with the Articles of Incorporation of the Association and the Declaration by the affirmative vote of two-thirds of the directors present at any meeting of the Board of Directors or the affirmative vote of two thirds of the membership entitled to vote for the election of directors, provided, however, that no such amendment or repeal adopted by the Board of Directors shall become effective until thirty (30) days after notice thereof shall have been transmitted to the Members of the Association. The notice of any meeting of Members and the Board of Directors at which such action shall be considered shall contain a notice of the proposed amendment, or repeal. Any By-Law adopted by the Board of Directors may be amended or repealed by the Members, and unless otherwise provided in the Articles of Incorporation of the Association, the Declaration or these By-Laws, any by-law adopted by the Members, may be amended or repealed by the Board.

WHEREAS the Board of Directors of Dunes South Homeowner's Association is charged with the responsibility of collecting assessments for common expenses from homeowners pursuant to Article IV, Section 3 (a) and (b) of the Dunes South Declaration of Covenants and Restrictions Recorded in Dare County Register of Deed Book 297 Page 725 on August 3, 1980 ; and

WHEREAS from time to time homeowners become delinquent in their payments of these assessments and fail to respond to the demands from the Board to bring their account current; and

WHEREAS the Board deems it to be in the best interests of the association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interests of the association to refer these account promptly to an attorney for collection so as to minimize the association's loss of assessment revenue; and

WHEREAS the Board has retained the association's attorneys for their experience in representing condominium and homeowners associations in collections and other matters; and

WHEREAS the Board has directed the associations attorneys to represent the association on the terms outlined in the resolution;

NOW, THEREFORE,

BE IT RESOLVED that the association's attorneys shall pursue all collection and other matters which the Board, acting through the manager, may from time to time refer to them and to provide any advice and counsel which the Board may from time to time require; and

BE IT FURTHER RESOLVED that the manager, acting on behalf of the association, shall pay the association's attorneys their usual and customary charges for time incurred in connection with their representation of the association, together with all costs incurred by the firm, including but not limited to fees and charges for filing, service of process, messenger service, photocopies, postage, long distance calls, investigator's services, credit reports, and title reports, promptly upon receipt of the monthly invoice; and

BE IT FURTHER RESOLVED that pursuant to Article IV, Section 7 of the Dunes South Declaration of Covenants and Restrictions Recorded in Dare County Register of Deed Book 297 Page 725 on August 3, 1980 there is hereby levied against any assessment account which is not paid in full thirty (30) days from the due date a late fee in the amount of Seventy-Five Dollars (\$75.00) which the manager is authorized and directed to charge to and collect from any delinquent homeowner; and

BE IT FURTHER RESOLVED that the manager is directed to send to any homeowner who is more than thirty (30) days delinquent in the payment of regular or special assessments, or other charges authorized by the association's governing documents (hereinafter referred to as "assessments"), a written notice (hereinafter referred to as the "First Notice") of the late fee and a request for immediate payment; and

BE IT FURTHER RESOLVED that the First Notice sent by the manager to the delinquent owner shall also state that unless the owner disputes the validity of the debt, or any portion thereof, within thirty (30) days after receipt of the notice, the debt will be assumed to be valid; and if the owner notifies the manager in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the manager will obtain verification of the debt and copy of such verification will be mailed to the owner by the manager; and

BE IT FURTHER RESOLVED that the First Notice and the Second Notice sent by the manager to the delinquent owner shall state that any request for special consideration of hardship circumstances, including all reasons why the Board should consider the request, must be **submitted in writing to the Board** before the assessment becomes **sixty (60) days** delinquent, together with a request for a determination made by the Board based on the written request, and if not so submitted, then such request shall have been deemed waived; and

BE IT FURTHER RESOLVED that the manager is directed to send to any homeowner who is more than sixty (60) days delinquent in the payment of assessments written notice (hereinafter referred to as the "Second Notice") that, if the account is not paid in full within fifteen (15) days, a Notice of Claim of Lien will be recorded and a copy thereof will be forwarded to any lender with a mortgage against the unit; and

BE IT FURTHER RESOLVED that the manager is directed to file a Notice of Claim of Lien against the delinquent unit as described in the letter to the homeowner and is further directed to send a copy thereof to the homeowner's lender if the homeowner's assessments remain delinquent for fifteen (15) days after the date of the Second Notice; and

BE IT FURTHER RESOLVED that the manager is directed to send to any homeowner who is more than Seventy-Five (75) days delinquent in the payment of assessments, a written notice (hereinafter referred to as the "Third Notice"), that if the account is not paid in full within ten (10) days it will be turned over to the association's attorneys for collection and the homeowner will be liable for payment of all charges imposed by the association's attorneys to cover fees and costs charged to the association; and

BE IT FURTHER RESOLVED that the manager is directed to refer any accounts which remains delinquent for ten (10) days after the Third Notice to the association's attorneys for collection and to accelerate the total amount of assessment due by sending a notice of acceleration to the owner via certified mail, return receipt requested; and

BE IT FURTHER RESOLVED that the manager is directed to consult with the association's attorneys and turn over for collection immediately any account where the owner files or is the subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien against the unit; and

BE IT FURTHER RESOLVED that the membership rights of any owner whose account is thirty (30) days past due may be suspended at any time at the discretion of the Board


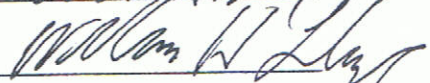
during the period that any installment, charge or assessment remains unpaid, subject to the terms of the governing documents; and

BE IT FURTHER RESOLVED that the following policies shall apply to all delinquent accounts turned over to the association's attorneys for collection:

1. All sums collected on a delinquent account shall be remitted to the association in care of the manager until the account has been brought current.
2. The association's attorneys minimum legal fee shall be assessed against each delinquent unit and its owner (including repeat offenders) when the account is turned over to the association's attorneys for collection. That amount shall be credited against the fees and costs actually incurred in the collection of the homeowner's account. All legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent unit and owner and shall be collectable as an assessment as provided in Article IV, Section 7 of the Dunes South Declaration of Covenants and Restrictions Recorded in Dare County Register of Deeds Book 297 Page 725 on August 3, 1980.
3. Where at the expiration of the period specified in the association's attorneys demand letter, an account remains delinquent and without a payment plan embodied in a signed Stipulation for Judgment, or in the event of a default under the terms of either agreement, the association's attorneys are authorized to take such further action as they, in consultation with the Board President, believe to be in the best interest of the association, including but not limited to:
 - a. Filing suit against the delinquent homeowner for money due pursuant to Article IV, Section 7 of the Dunes South Declaration of Covenants and Restrictions Recorded in Dare County Register of Deeds, Book 297 Page 725 on August 3, 1980.
 - b. Instituting a non-judicial action for foreclosure of the association's lien, pursuant to Article IV, Section 7 of the Dunes South Declaration of Covenants and Restrictions Recorded in Dare County Register of Deed Book 297 Page 725 on August 3, 1980 or
 - c. Filing a proof of claim in bankruptcy;

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

This resolution was adopted by the Board of Directors on May 17th, 2008, and shall be Effective on 6-18, 2008

President  DR. ALVIN BRYANT, MD, President
Secretary  William Lloyd, Secretary

ATTEST:

RESOLUTION

We, the undersigned, upon motion duly made, on this the 23 day of July, 2008, affirm and acknowledge the following:

WHEREIN, historically, there has been a variety of descriptions used to describe the legal ownership of property interests held by interval owners of Dunes South;

THAT it is intended that the descriptions be uniform from this time forward to avoid confusion;

THAT a Motion has been made to adopt a uniform method of describing the property interests of future Grantees of property interests in Dunes South;

THAT in selecting a uniform description reference is made to that certain plat entitled "Dunes South" recorded in Plat Cabinet A, Slides 258 and 259 of the Dare County Public Registry;

THAT wherein sixteen structures are depicted identifying a duplex within each structure, and it is recognized that each structure is identified on the aforementioned plat with reference to both a lot or villa number and unit letter there being no reference made to a building or lot.

THAT a Motion having been made and seconded to adopt a uniform description for future use referencing a building number and time share week number within that building;

THEREFORE, IT IS RESOLVED that a uniform description for future use conform to the following description by way of example:

A 1/50th interest in Building _____ (formerly known as Lot _____ together with the improvements thereon of Dunes South, a planned unit development, as shown on that certain map or plat prepared by Quible and Associates, Inc., entitled "Dunes South", Nags Head Township, Nags Head, Dare County, North Carolina, dated April 17, 1980, and recorded in Plat Cabinet A, Slides 258 and 259, Dare County Registry.

Together with and there is also conveyed the right and easement for the exclusive use of the foresaid Building committed to the time share ownership located thereon for Time Share Week No. _____, subject to the said Declaration, Amendments and Supplemental Declaration and specifically subject to the

Occupancy Agreement contained in the said Supplemental Declaration dated April 1, 1982, and recorded in Book 337, page 496, Dare County Registry, which right and easement is appurtenant to the one-fiftieth (1/50) undivided interest herein conveyed.

This the 23 day of July, 2008.

<u><i>Alan Bryan</i></u> (SEAL)	<u><i>Daniel B Keefe</i></u> (SEAL)
<u><i>William T. Keefe</i></u> (SEAL)	_____ (SEAL)
<u><i>Charles H Lloyd</i></u> (SEAL)	_____ (SEAL)
<u><i>Chadley</i></u> (SEAL)	_____ (SEAL)