

THE DOLPHIN BAY HOMEOWNERS ASSOCIATION, INC.
A Corporation Not for Profit under the Laws of
The State of North Carolina.

RECORDED AND VERIFIED
REBECCA P. JUCKER
REGISTER OF DEEDS
NEW HANOVER CO. NC

SEP 13 8 34 AM '88

1. Identity: These are the By-Laws of the Dolphin Bay Homeowners Association, Inc., a non-profit corporation under the laws of the State of North Carolina, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 8th day of November, 1983. Dolphin Bay Homeowners Association, Inc., hereinafter called "Association", has been organized for the purpose of administering the operation and management of Dolphin Bay, Section 1, Revised, and all future phases, if any, a subdivision of land established or to be established in accordance with the laws of the State of North Carolina upon the property situated, lying and being in Federal Point Township, New Hanover County, North Carolina and described as being:

All of Dolphin Bay, Section 1 (Revised), as the same is shown on a map thereof in Map Book 22 at Page 50 in the Office of the Register of Deeds of New Hanover County, North Carolina, reference to which is hereby made for a more particular description of Dolphin Bay, Section 1 (Revised).

And the same being a part of that tract owned by Realistic Developers, Incorporated located in Federal Point Township, New Hanover County, North Carolina, and being described as follows:

Beginning at an iron pipe in the eastern right of way line of US Highway #421 (160.0 feet R/W) that is 50.0 feet from the center line of the Northbound lane of said highway and South 18 degrees 05 minutes 30 seconds West 1376.70 feet from a concrete monument at the point of intersection of said eastern right of way line of US Highway #421 with the center line of S. R. #1527, as measured along said eastern right of way line; running thence from said point of beginning South 86 degrees 51 minutes 00 seconds East 1503.30 feet to an iron pipe; thence South 87 degrees 28 minutes 30 seconds East 899.49 feet to a stake at the low water mark on the west side of Myrtle Grove Sound, the dividing corner between the now or former Mitchell land and the former Freeman land; thence running southwardly along the low water mark line of the western side of Myrtle Grove Sound to an old axle at the low water mark of Myrtle Grove Sound, said axle being at the southeastern corner of Tract #2 of the R. Q. Freeman Division as found in Book of Lands and Dowers A, Page 550, (and is located South 28 degrees 28 minutes 30 seconds West 532.44 feet; thence South 10 degrees 46 minutes 10 seconds East 466.01 feet, along a work line, from the aforescribed stake at the low water mark on the west side of Myrtle Grove Sound at the dividing corner between the now or former Mitchell land and the former Freeman land); running thence from said axle North 86 degrees 35 minutes 40 seconds West 1070.14 feet to a concrete monument; thence North 86 degrees 38 minutes 40 seconds West 1456.44 feet to an iron pipe in the Eastern Right of Way line of US Highway #421; thence along the Eastern right of way line of said highway North 18 degrees 07 minutes 40 seconds East 359.37 feet to an iron pipe; thence South 86 degrees 31 minutes 00 seconds West 436.46 feet to an iron pipe; thence North 11 degrees 49 minutes 00 seconds West 109.7 feet to an iron pipe; thence North 86 degrees 25 minutes 00 seconds West 424.0 feet to an iron pipe in the Eastern right of way line of US Highway #421; thence along said eastern right of way line North 18 degrees 13 minutes 30 seconds East 471.45 feet to the point of beginning; containing 49.08 acres, more or less and being the lands described in those deeds recorded in Book 1195, Page 526; Book 1199, Page 1868;; Book 1183, Page 257; Book 1184, Page 892; Book 1184, Page 899; and Book 1188, Page 1165, New Hanover County Registry.

The tract described immediately above, save and except that portion which has been described first above as well as all of Dolphin Bay, Section 1 (Revised) contains within it areas for

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future development by said Realistic Development 1964 31 if any, along with certain facilities and amenities, roadways and easements, and common areas for the use and benefit of the lot and home owners within Dolphin Bay, Section 1.

A. The provisions of these By-Laws are applicable to Dolphin Bay, Section 1. (Revised) and all future phases, if any, and the terms and provisions hereof are expressly subject to the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and which may be contained in the formal Declaration of Articles of Covenants, Conditions and Restrictions which will be recorded in the public records of New Hanover County, North Carolina, the terms and provisions of said Articles of Incorporation and Declaration of Articles of Covenants, Conditions and Restrictions are to be controlling wherever the same may be in conflict herewith.

B. All present and future owners, tenants, future tenants, or their employees or any other person that might use Dolphin Bay or any of the facilities thereof in any manner, are subject to the regulations set forth by these By-Laws and in said Articles of Incorporation and Declaration of Articles of Covenants, Conditions and Restrictions.

C. The initial office of the Association shall be at 4 Mullet Court, Wilmington, NC, 28403.

D. The fiscal year of the Association shall be the calendar year, except that in the initial year of operation of the Association, the fiscal year shall commence with the closing of the sale of the first lot in Dolphin Bay.

II. Membership, Voting, Quorum, Proxies:

A. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be set forth in Article VII of the Articles of Incorporation of the Association, the provisions of which said Article VII of the Articles of Incorporation are incorporated herein by reference.

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

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

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

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

F. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration of Articles of Covenants, Conditions and Restrictions, or whether the same may otherwise be required by law, the affirmative vote of any members entitled to cast a majority of the votes at any duly called members meeting at which a quorum is present shall be binding upon the members.

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III. Annual and Special Meeting of Membership:

A. The first annual meeting shall be held within one year from the date of incorporation of the Association. Until such time, the Association shall be managed and controlled by the initial Board of Directors as provided for in Article IV herein below. commencing in 1985, the annual meeting of the Association shall take place on the first Saturday in June of each year at 10:00 a.m. at Dolphin Bay, or at such other reasonable place or time or date as may be designated by written notice of the president or a majority of the Board of Directors. Business for the meeting will include the election of directors and the transaction of any other business authorized to be transacted by the members.

B. Special members meetings shall be held whenever called by the president or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from members of the Association owning a majority of the lots.

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

D. The order of business at the annual members meeting, and as far as practical, at any other members meeting, shall be:

- i. Calling of roll and certifying of proxies;
- ii. Proof of notice of meeting or waiver of notice;
- iii. Reading and disposal of any unapproved minutes;
- iv. Reports of officers;
- v. Reports of committees;
- vi. Appointment of inspectors of election by chairman;
- vii. Unfinished business;
- viii. New business;
- ix. Adjournment.

IV. Board of Directors:

A. The first Board of Directors of the Association shall consist of three (3) persons whose terms shall expire on the date of the first annual meeting of the members of the

Association stated hereinabove. Each succeeding Board of Directors shall consist of five (5) persons, each of whom must be either an owner, a representative of the developer, or an employee of a corporate owner. (At the annual meeting held on June 25th, 1988, the membership, by the required majority vote, adopted the following amendment hereto: No two persons of a family, a household, a partnership, a corporation or any other entity may simultaneously be elected to, or be a member of, the Board of Directors and/or the Architectural Committee). Notwithstanding the foregoing, until December 31, 1988, or until such time as seventy-five (75) percent of the lots have been sold and deeded to purchasers, whichever occurs first, the developer shall have the right to designate and select the persons who shall serve as members of the Board of Directors of the Association. No director shall be required to be a resident in the subdivision.

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

i. Beginning with the first annual meeting of the membership of the Association, stated hereinabove, all members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

ii. Vacancies on the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.

iii. At the first annual meeting of the members of the Association, the term of office of three (3) Directors receiving the highest plurality of votes shall be established at two (2) years, and the term of office of the other two (2) Directors shall be established at one (1) year. Thereafter, as many Directors of the Association shall be elected at the annual meeting as there are regular terms of office of Directors expiring at such time, and the term of office of Directors so elected at the annual meeting of the members each year shall be for two (2) years expiring at the second annual meeting following their election, and thereafter until their successors are duly elected and qualified, or until removed in the manner elsewhere provided or as may be provided by law.

iv. In the election of Directors, there shall be appurtenant to each lot a total vote equal to the number of Directors to be elected multiplied by the lot's appurtenant undivided interest in the common area as set forth in the Declaration of Articles of Covenants, Conditions and Restrictions; provided, however, that no member or owner of one (1) lot may cast a vote greater than the lot's appurtenant undivided interest in the common area for any one person nominated as a Director, it being the intent hereof that voting for Directors shall be noncumulative.

v. In the event that the Developer, in accordance with the rights herein established, selects any person or persons to serve on any Board of Directors of the Association, Developer shall have the absolute right at any time, in its sole discretion, to replace such person or persons with another person or persons to serve on said Board of Directors. Replacement of any person or persons designated by Developer to serve on any Board of Directors of the Association shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons to be replaced and the name or names of the person or persons designated as successor or successors to the persons so removed from said Board of Directors. The removal of any Director or designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

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

D. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived.

E. Special meetings of the Board of Directors may be called by the President, and must be called by the Secretary at the written request of one-third of the votes on the Board. Not less than three (3) days notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

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

G. A quorum at a Director's meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation or these By-Laws or the Declaration of Articles of Covenants, Conditions and Restrictions. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or Declaration of Articles of Covenants, Conditions and Restrictions, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

H. The presiding officer of Directors' meetings shall be the Chairman of the Board, if such an officer has been elected; and if none, then the President of the Association shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

I. Directors' fees, if any, shall be determined by vote of the members at any annual meeting of the membership.

J. All the powers of and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these By-Laws and the Declaration of Covenants, Conditions and Restrictions. Such power and duties shall be exercised in accordance with said Articles of Incorporation, these By-Laws and the Declaration of Covenants, Conditions and Restrictions., and shall include, without limiting the generality of the foregoing, the following:

1. To make, levy and collect assessments against members and members' lots to defray the costs of the Association, as provided for in Article VI of the Declaration of Articles of Covenants, Conditions and Restrictions which Article is herein incorporated by reference, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto

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the Association. Provided, however, the annual assessment may not be increased more than 10 percent (10%) above the maximum assessment for the previous year without a vote of the membership.

ii. To maintain, repair, replace, operate and manage the common areas and facilities wherever the same is required to be done and accomplished by the Association for the benefit of its members; and, further to approve any expenditures made or to be made for said purposes.

iii. To reconstruct any part of the common property after casualty in accordance with Article VI of the Declaration of Articles of Covenants, Conditions and Restrictions, and to make further improvements to the common property, real and personal, and to enter into any and all contracts, necessary or desirable to accomplish said purposes.

iv. To make, amend and enforce regulations governing the use of the common property and lots so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and the Declaration of Articles of Covenants, Conditions and Restrictions.

v. To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, including lots in the Development as may be necessary or convenient in the operation and management of the Development, and in accomplishing the purposes set forth in the Declaration of Articles of Covenants, Conditions and Restrictions, provided that the acquisition of real property other than platted lots within the Development shall require the approval of the Association.

vi. To acquire now or at any time hereafter, and to enter into leases and agreements whereby the Association acquires leaseholds, memberships, and other possessory or use interest in land or facilities including, but not limited to, the swimming pools, dock facilities and other recreational facilities whether or not contiguous to the lands of the Development to provide enjoyment, recreation, or other use or benefit to the owners of the Development.

vii. To contract for the management of the Development and to designate such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Articles of Covenants, Conditions and Restrictions to have approval of the Board of Directors or membership of the Association.

viii. To enforce by legal means or proceedings the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Articles of Covenants, Conditions and Restrictions and the regulations herein promulgated governing use of the common property in the Development.

ix. To pay all taxes and assessments which are now or may become liens against any part of the lots and the appurtenances thereto and to assess the same against the members and their respective lots subject to such liens.

x. To purchase insurance for the protection of the members and the Association against casualty and liability in accordance with Article V of the Declaration of Articles of Covenants, Conditions and Restrictions.

xi. To pay all costs of power, water, sewer and other utility services rendered to the Development and not billed to owners of the separate lots within the Development.

xii. To designate and remove personnel necessary for the maintenance, repair, replacement and operation of the Development, including the common property.

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K. The initial Board of Directors of the Association shall be comprised of three (3) persons designated to act and serve as Directors in the Articles of Incorporation, which said persons shall serve until their successors are selected or elected at the first annual meeting of the members of the Association provided for hereinabove. Should any member of the initial Board of Directors be unable to serve for any reason, Realistic Developers, Inc. shall have the right to select and designate a party to act and serve as a Director until the first annual meeting of the members of the Association.

L. The undertakings and contracts authorized by the initial Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by any Board of Directors duly elected by the membership after the property identified as Dolphin Bay, Section 1 (Revised) herein has been submitted to the planning department of New Hanover County and a plat thereof has been recorded in the Office of the Register of Deeds of New Hannover County, so long as such undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the Association in accordance with all applicable documents.

M. Any one or more of the members of the Board of Directors may be removed, either with or without cause, at any time, by a vote of the members owning a majority of the lots in the Development, at any special meeting called for such purpose, or at the annual meeting; provided, however, that only the Developer shall have the right to remove a Director appointed by it.

V. Officers

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

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

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

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

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

F. The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the Development.

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

VI. Fiscal Management: The provisions for fiscal management of the Association set forth in the Declaration of Articles of Covenants, Conditions and Restrictions and Articles of Incorporation shall be supplemented by the following provisions:

A. An assessment roll shall be maintained in a set of accounting books in which there shall be an account for each platted lot within the Development. Such account shall designate the name and address of the lot owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

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

i. Common expense budget, which may include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of and capital improvements to the common property including landscaping, street and walkways, office expense, utility services, casualty insurance, liability insurance, administration and reserves (operating and capital improvement replacement), management fees and costs of maintaining leaseholds, memberships, and other possessory or use interests in lands or facilities whether or not contiguous to the lands of the Development, to provide enjoyment, recreation or other use or benefit to the lot owners; and

ii. Proposed assessments against each member and his lot. Copies of the proposed budget and proposed assessments shall be transmitted to each member prior to January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as condition precedent to the effectiveness of said budget and assessment levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

C. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only

by checks signed by such persons as are authorized by the Directors.

D. (At the annual meeting on June 6th, 1987, the membership, by the required majority vote, amended this entire paragraph to read): A review of the accounts of the Association shall be made annually by at least two Members of the Board of Directors who generally are not involved in maintaining any of the financial records. If, as a result of that review any one or more of the five Directors deems it appropriate, then an audit of the accounts shall be made by an independent Certified Public Accountant. A copy of the Annual Financial Report accompanied by a Certificate signed by the President and Treasurer of the Association stating that a review and/or an independent audit was made, and the findings thereof, if any, shall be furnished to each member not later than April 15th of each year following the year for which the report is made. If an independent audit was made, a copy of the audit report shall also be furnished to each member along with the Annual Financial Report.

E. Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amounts of such bonds shall be determined by the Directors. The premium on such bonds shall be paid by the Association.

VII. Parliamentary Rules: Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of North Carolina.

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

A. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by members of the Association owning a majority of the platted lots in Dolphin Bay, whether meeting as members or by instrument in writing signed by them.

B. Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members if required as herein set forth.

C. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority of the entire membership of the Board of Directors and by an affirmative vote of the members owning no less than a majority (fifty-one percent) of the platted lots in the Development, all phases. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of New Hanover County, North Carolina, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors or members. No amendments shall become operative or effective until it shall have been duly recorded.

D. Upon the approval and proper recording of any amendment or amendments, the same shall become binding upon all lot owners.

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

F. Notwithstanding the foregoing provisions of this Article VIII, no amendment to these By-Laws which shall abridge, amend, or alter the rights of the Developer to designate and select members of each Board of Directors of the Association, as provided in Article IV hereof, may be adopted or become effective without the prior written consent of the Developer. Provided, however, that as long as the Declarant controls the Board of Directors of the Association, no additional properties, other than those contemplated by the Declarant and set forth in the Declaration of Articles of Covenants, Conditions and Restrictions and to be constructed upon the real estate described in Article I of said Declaration, shall be annexed to the project.

IX. Compliance: These By-Laws are set forth to comply with North Carolina Law and the General Statutes of the State of North Carolina. In the event that any of these By-Laws conflict with the provisions of the statutes or law, it is hereby agreed and accepted that the provisions of said statute(s) or law shall apply.

The foregoing, except for the amendments to paragraphs IV. A. and VI. D., such amendments having been duly adopted as stipulated herein, were adopted as the By-Laws of the Dolphin Bay Homeowners Association, Inc., a non-profit corporation under the laws of the State of North Carolina, at the first meeting of the Board of Directors on the 11th day of November, 1983, such adoption having been certified by Viola J. Williams, Secretary and James A. Williams, President.

This 7th day of September, 1988.

Lana Winneberger
Lana Winneberger, President



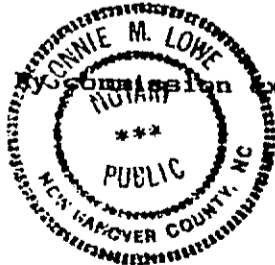
George U. Rother
George U. Rother, Secretary

North Carolina
New Hanover County

I, Connie M. Lowe, Notary Public for said County and State, certify that George U. Rother personally came before me this day and acknowledged that he is Secretary of Dolphin Bay Homeowners Association, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and official seal, this the 7th day of September, 1988.

Connie M. Lowe
Notary Public



Commission expires 2/24, 1990.

STATE OF NORTH CAROLINA
New Hanover County
The Foregoing Certificate of _____
Connie M. Lowe, a Notary
Public
is certified to be correct.
This the 13th day of Sept., 1988

Rebecca P. Tucker, Register of Deeds
By Linda P. Alton, Deputy