



271 PRESERVE TRAIL
CHAPEL HILL

271 Preserve Trail

Inside this booklet, you will find important documents and details related to the home, including:

- Residential Property Disclosure (RPD)
- Mineral and Oil and Gas Disclosure (MOG)
- Floor Plan
- Feature Sheet & Upgrades
- Golf Membership Information
- Other Community Documents (Bylaws, Rules, Regulations, etc)



NORTH CAROLINA REAL ESTATE COMMISSION

Residential Property And Owners' Association Disclosure Statement

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 271 The Preserve Trail, Chapel Hill, NC 27517

Owner's Name(s): Benedetta Marsac and David Marsac

North Carolina law [N.C.G.S. 47E](#) requires residential property owners to complete this Disclosure Statement and provide it to the buyer prior to any offer to purchase. There are limited exemptions for completing the form, such as new home construction that has never been occupied. Owners are advised to seek legal advice if they believe they are entitled to one of the limited exemptions contained in N.C.G.S. 47E-2.

An owner is required to provide a response to every question by selecting Yes (Y), No (N), No Representation (NR), or Not Applicable (NA). An owner is not required to disclose any of the material facts that have a NR option, even if they have knowledge of them. However, failure to disclose latent (hidden) defects may result in civil liability. The disclosures made in this Disclosure Statement are those of the owner(s), not the owner's broker.

- If an owner selects Y or N, the owner is only obligated to disclose information about which they have actual knowledge. If an owner selects Y in response to any question about a problem, the owner must provide a written explanation or attach a report from an attorney, engineer, contractor, pest control operator, or other expert or public agency describing it.
- If an owner selects N, the owner has no actual knowledge of the topic of the question, including any problem. If the owner selects N and the owner knows there is a problem or that the owner's answer is not correct, the owner may be liable for making an intentional misstatement.
- If an owner selects NR, it could mean that the owner (1) has knowledge of an issue and chooses not to disclose it; or (2) simply does not know.
- If an owner selects NA, it means the property does not contain a particular item or feature.

For purposes of completing this Disclosure Statement: **"Dwelling"** means any structure intended for human habitation, **"Property"** means any structure intended for human habitation and the tract of land, and **"Not Applicable"** means the item does not apply to the property or exist on the property.

OWNERS: The owner must give a completed and signed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase property. If the owner does not, the buyer can, under certain conditions, cancel any resulting contract. An owner is responsible for completing and delivering the Disclosure Statement to the buyer even if the owner is represented in the sale of the property by a licensed real estate broker and the broker must disclose any material facts about the property that the broker knows or reasonably should know, regardless of the owner's response.

The owner should keep a copy signed by the buyer for their records. If something happens to make the Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), the owner must promptly give the buyer an updated Disclosure Statement or correct the problem. Note that some issues, even if repaired, such as structural issues and fire damage, remain material facts and must be disclosed by a broker even after repairs are made.

BUYERS: The owner's responses contained in this Disclosure Statement are not a warranty and should not be a substitute for conducting a careful and independent evaluation of the property. **Buyers are strongly encouraged to:**

- Carefully review the entire Disclosure Statement.
- Obtain their own inspections from a licensed home inspector and/or other professional.

DO NOT assume that an answer of N or NR is a guarantee of no defect. If an owner selects N, that means the owner has no actual knowledge of any defects. It does not mean that a defect does not exist. If an owner selects NR, it could mean the owner (1) has knowledge of an issue and chooses not to disclose it, or (2) simply does not know.

BROKERS: A licensed real estate broker shall furnish their seller-client with a Disclosure Statement for the seller to complete in connection with the transaction. A broker shall obtain a completed copy of the Disclosure Statement and provide it to their buyer-client to review and sign. All brokers shall (1) review the completed Disclosure Statement to ensure the seller responded to all questions, (2) take reasonable steps to disclose material facts about the property that the broker knows or reasonably should know regardless of the owner's responses or representations, and (3) explain to the buyer that this Disclosure Statement does not replace an inspection and encourage the buyer to protect their interests by having the property fully examined to the buyer's satisfaction.

- **Brokers are NOT permitted to complete this Disclosure Statement on behalf of their seller-clients.**
- Brokers who own the property may select NR in this Disclosure Statement but are obligated to disclose material facts they know or reasonably should know about the property.

Buyer Initials
Buyer Initials

Owner Initials
Owner Initials

BM *DM*
02/26/26 02/26/26
7:42 PM EST 7:35 PM EST

SECTION A. STRUCTURE/FLOORS/WALLS/CEILING/WINDOW/ROOF

	Yes	No	NR																																																																											
A1. Is the property currently owner-occupied? Date owner acquired the property: <u>August 2017</u> If not owner-occupied, how long has it been since the owner occupied the property? _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																											
A2. In what year was the dwelling constructed? <u>2005</u>			<input type="checkbox"/>																																																																											
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																											
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply) <input checked="" type="checkbox"/> Brick Veneer <input type="checkbox"/> Vinyl <input type="checkbox"/> Stone <input type="checkbox"/> Fiber Cement <input type="checkbox"/> Synthetic Stucco <input type="checkbox"/> Composition/Hardboard <input type="checkbox"/> Concrete <input type="checkbox"/> Aluminum <input type="checkbox"/> Wood <input type="checkbox"/> Asbestos <input type="checkbox"/> Other: _____			<input type="checkbox"/>																																																																											
A5. In what year was the dwelling's roof covering installed? <u>2019 -30 Year Transferrable Warranty</u>			<input type="checkbox"/>																																																																											
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																											
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																											
A8. Is there an infestation present in the dwelling or damage from past infestations of wood destroying insects or organisms that has not been repaired?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																											
A9. Is there a problem, malfunction, or defect with the dwelling's:																																																																														
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 10%;">NA</th> <th style="width: 10%;">Yes</th> <th style="width: 10%;">No</th> <th style="width: 10%;">NR</th> <th style="width: 10%;"></th> <th style="width: 10%;">NA</th> <th style="width: 10%;">Yes</th> <th style="width: 10%;">No</th> <th style="width: 10%;">NR</th> <th style="width: 10%;"></th> <th style="width: 10%;">NA</th> <th style="width: 10%;">Yes</th> <th style="width: 10%;">No</th> <th style="width: 10%;">NR</th> </tr> </thead> <tbody> <tr> <td>Foundation</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Windows</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Attached Garage</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Slab</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Doors</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Fireplace/Chimney</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Patio</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Ceilings</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Interior/Exterior Walls</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Floors</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Deck</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Other: _____</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>		NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR	Foundation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attached Garage	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Slab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fireplace/Chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Patio	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interior/Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Deck	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
	NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR																																																																
Foundation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attached Garage	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																
Slab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fireplace/Chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																
Patio	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interior/Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																
Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Deck	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																

Explanations for questions in Section A (identify the specific question for each explanation):

SECTION B. HVAC/ELECTRICAL

	Yes	No	NR
B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture)			<input type="checkbox"/>
<input checked="" type="checkbox"/> Furnace [<u>2</u> # of units] Year: <u>2005</u> <input type="checkbox"/> Heat Pump [___ # of units] Year: _____			
<input type="checkbox"/> Baseboard [___ # of bedrooms with units] Year: _____ <input type="checkbox"/> Other: _____ Year: _____			

Buyer Initials Owner Initials

Buyer Initials Owner Initials

BM
DM
02/26/26 7:42 PM EST
02/26/26 7:35 PM EST

Yes No NR

B4. What is the dwelling's cooling source? (Check all that apply; indicate the year of each system manufacture)

Central Forced Air: 2 _____ Year: 2005 Wall/Windows Unit(s): _____ Year: _____
 Other: _____ Year: _____

B5. What is the dwelling's fuel source? (Check all that apply)

Electricity Natural Gas Solar Propane Oil Other: _____

Explanations for questions in Section B (identify the specific question for each explanation):

B3 and B4: Bi Yearly Maintenance Agreement has occurred for entirety of system's life for HVAC and Furnace's

**SECTION C.
PLUMBING/WATER SUPPLY/SEWER/SEPTIC**

Yes No NR

C1. What is the dwelling's water supply source? (Check all that apply)

City/County Shared well Community System Private well Other: _____

If the dwelling's water supply source is supplied by a private well, identify whether the private well has been tested for: (Check all that apply).

Quality Pressure Quantity

If the dwelling's water source is supplied by a private well, what was the date of the last water quality/quantity test? _____

C2. The dwelling's water pipes are made of what type of material? (Check all that apply)

Copper Galvanized Plastic Polybutylene Other: Unknown

C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture)

Gas: Tankless Electric: _____ Solar: _____ Other: _____

C4. What is the dwelling's sewage disposal system? (Check all that apply)

Septic tank with pump Community system Septic tank Drip system

Connected to City/County System City/County system available Other: _____

Straight pipe (wastewater does not go into a septic or other sewer system) *Note: Use of this type of system violates State Law.

If the dwelling is serviced by a septic system, how many bedrooms are allowed by the septic system permit? _____ No Records Available

Date the septic system was last pumped: _____

C5. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR
Septic system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing system (pipes, fixtures, water heater, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewer system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water supply (water quality, quantity, or pressure)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Explanations for questions in Section C (identify the specific question for each explanation):

Buyer Initials

Owner Initials
Owner Initials
02/26/26 7:42 PM EST 02/26/26 7:35 PM EST

SECTION D. FIXTURES/APPLIANCES

	Yes No NR
D1. Is the dwelling equipped with an elevator system? If yes, when was it last inspected? _____ Date of last maintenance service: _____	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>

D2. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR					
Attic fan, exhaust fan, ceiling fan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Irrigation system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Garage door system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Elevator system or component	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool/hot tub /spa	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gas logs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Security system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appliances to be conveyed	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV cable wiring or satellite dish	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanations for questions in Section D (identify the specific question for each explanation):

Refrigerator ice maker inoperable
Central Vacuum has not been used since owners have lived here. All equipment in bonus room closet.

SECTION E. LAND/ZONING

	Yes No NR
E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property?	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?)	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements?)	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
E4. Is the property subject to any utility or other easements, shared driveways, party walls, encroachments from or on adjacent property, or other land use restrictions?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
E5. Does the property abut or adjoin any private road(s) or street(s)?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
E6. If there is a private road or street adjoining the property, are there any owners' association or maintenance agreements dealing with the maintenance of the road or street? <input type="checkbox"/> NA	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Explanations for questions in Section E (identify the specific question for each explanation):

E4: Golf Course Easement in back of yard
E5 and E6: roads are maintained through the HOA

SECTION F. ENVIRONMENTAL/FLOODING

	Yes No NR
F1. Is there hazardous or toxic substance, material, or product (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) that exceed government safety standards located on or which otherwise affect the property?	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>

Buyer Initials			Owner Initials		
Buyer Initials			Owner Initials	<small>02/26/26 7:42 PM EST</small>	<small>02/26/26 7:35 PM EST</small>

	Yes	No	NR
F2. Is there an environmental monitoring or mitigation device or system located on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F3. Is there debris (whether buried or covered), an underground storage tank, or an environmentally hazardous condition (such as contaminated soil or water or other environmental contamination) located on or which otherwise affect the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F5. Is the property located in a federal or other designated flood hazard zone?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F6. Has the property experienced damage due to flooding, water seepage, or pooled water attributable to a natural event such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F8. Is there a current flood insurance policy covering the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F9. Have you received assistance from FEMA, U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F10. Is there a flood or FEMA elevation certificate for the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

NOTE: An existing flood insurance policy may be assignable to a buyer at a lesser premium than a new policy. For properties that have received disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain flood insurance can result in an owner being ineligible for future assistance.

Explanations for questions in Section F (identify the specific question for each explanation):

**SECTION G.
MISCELLANEOUS**

	Yes	No	NR
G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G2. Is the property subject to a lease or rental agreement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G3. Is the property subject to covenants, conditions, or restrictions or to governing documents separate from an owners' association that impose various mandatory covenants, conditions, and or restrictions upon the lot or unit?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanations for question in Section G (identify the specific question for each explanation):

G3: Restrictive covenants and arb guidelines
<https://omega.cincwebaxis.com/pj/documents>

Buyer Initials Owner Initials

Buyer Initials Owner Initials

02/26/26 7:42 PM EST 02/26/26 7:35 PM EST

SECTION H. OWNERS' ASSOCIATION DISCLOSURE

If you answer 'Yes' to question H1, you must complete the remaining questions in Section H. If you answered 'No' or 'No Representation' to question H1, you do not need to answer the remaining questions in Section H.

Yes No NR

H1. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments?

If "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]:

a. (specify name) The Preserve at Jordan Lake HOA whose regular assessments ("dues") are \$ 1,600 per year _____.

The name, address, telephone number, and website of the president of the owners' association or the association manager are: Donna Gorman, Donna@omegamgmt.com, 919-459-5793

b. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____.

The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____

c. Are there any changes to dues, fees, or special assessment which have been duly approved and to which the lot is subject?

If "yes," state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____

H2. Is there any fee charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner?

If "yes," state the amount of the fees: Charged by management company to buyers/sellers at closing

H3. Is there any unsatisfied judgment against, pending lawsuit, or existing or alleged violation of the association's governing documents involving the property?

If "yes," state the nature of each pending lawsuit, unsatisfied judgment, or existing or alleged violation: _____

H4. Is there any unsatisfied judgment or pending lawsuits against the association?

If "yes," state the nature of each unsatisfied judgment or pending lawsuit: _____

Explanations for questions in Section H (identify the specific question for each explanation):

H4: Unknown by the sellers

Owner(s) acknowledge(s) having reviewed this Disclosure Statement before signing and that all information is true and correct to the best of their knowledge as of the date signed.

Owner Signature: Benedetta Marsac dotloop verified 02/26/26 7:42 PM EST JJZ-WDN3-LIPS-AQVW Date 02/26/2026

Owner Signature: David Marsac dotloop verified 02/26/26 7:35 PM EST 9OHz-7YHH-4SH8-1Q3S Date 02/26/2026

Buyers(s) acknowledge(s) receipt of a copy of this Disclosure Statement and that they have reviewed it before signing.

Buyer Signature: _____ Date _____

Buyer Signature: _____ Date _____



STATE OF NORTH CAROLINA MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
<input type="checkbox"/> <input type="checkbox"/> Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1. Mineral rights were severed from the property by a previous owner.			
<input type="checkbox"/> <input type="checkbox"/> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2. Seller has severed the mineral rights from the property.			
<input type="checkbox"/> <input type="checkbox"/> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.			
<input type="checkbox"/> <input type="checkbox"/> Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Oil and gas rights were severed from the property by a previous owner.			
<input type="checkbox"/> <input type="checkbox"/> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5. Seller has severed the oil and gas rights from the property.			
<input type="checkbox"/> <input type="checkbox"/> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.			

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 271 The Preserve Trail, Chapel Hill, NC 27517

Owner's Name(s): Benedetta Marsac and David Marsac

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

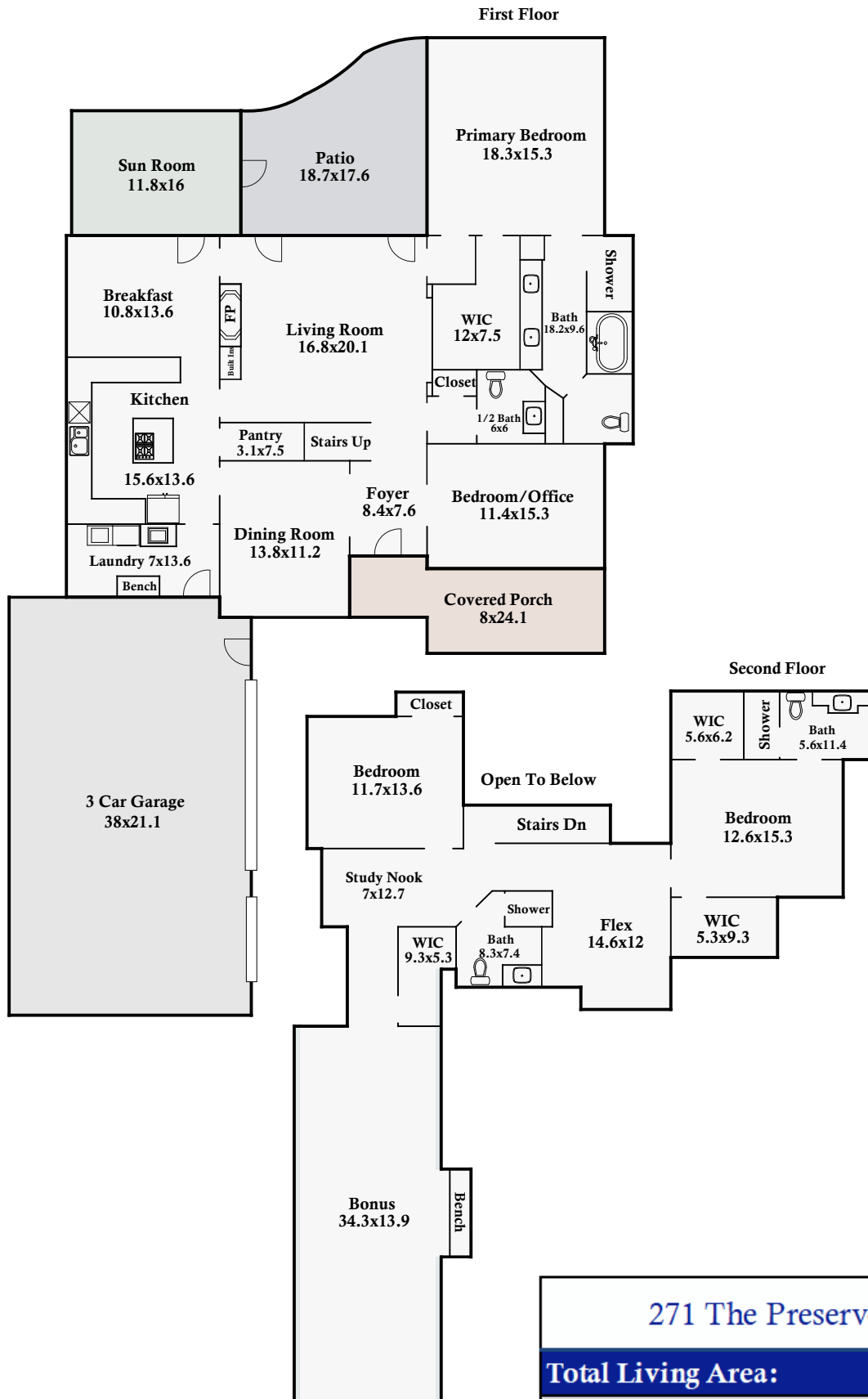
Owner Signature: Benedetta Marsac dotloop verified
02/26/26 7:42 PM EST
DLWK-OYXB-KANF-3N8Z Date _____

Owner Signature: David Marsac dotloop verified
02/26/26 7:35 PM EST
HBVD-NPBT-TDBJ-NNNZ Date _____

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: _____ Date _____

Purchaser Signature: _____ Date _____



271 The Preserve Trl

Total Living Area:	3,661 sq ft
First Floor Living Area:	2,057.7 sq ft
Second Floor Living Area:	1,603.5 sq ft

Area Calculations Summary

Living Area		Calculation Details	
First Floor	2057.7 Sq ft	16.8×18.7	= 314.2
		34.2×14.5	= 495.9
		39.1×19.7	= 770.3
		16.4×12.3	= 201.7
		11.8×16.8	= 198.2
		7.3×10.6	= 77.4
Second Floor	1603.5 Sq ft	8.3×3.3	= 27.4
		6.5×2.9	= 18.8
		19.5×6.2	= 120.9
		25.2×10.1	= 254.5
		15.7×5.7	= 89.5
		19.3×2.8	= 54
		17.2×11.1	= 190.9
		27.9×0.7	= 19.5
		26.2×1.9	= 49.8
		67.1×3.8	= 255
		64.8×4.6	= 298.1
		19.9×2.4	= 47.8
		12.5×1.4	= 17.5
		35.5×4.5	= 159.8
Total Living Area (Rounded):	3661 Sq ft		
Non-living Area			
Sun Room	188.8 Sq ft	11.8×16	= 188.8
Covered Porch	176.7 Sq ft	5.8×7.3	= 42.3
		16.8×8	= 134.4
Patio	266.6 Sq ft	17.6×11.8	= 207.7
		5.4×6	= 32.4
		$0.5 \times 6 \times 1.5$	= 4.5
		5.6×1.5	= 8.4
		$0.5 \times 6 \times 1.5$	= 4.5
		$0.5 \times 5.6 \times 3.9$	= 10.9
		Negative Arc	= 1.7
		Arc	= 2.1
		Arc	= 1.4
3 Car Garage	898.8 Sq ft	22.9×37.6	= 861
		1.9×19.9	= 37.8
Below 5'	9.4 Sq ft	18.9×0.5	= 9.4
Below 5'	17.8 Sq ft	0.5×35.5	= 17.8
Below 5'	6.9 Sq ft	13.7×0.5	= 6.8



Home Features

271 PRESERVE TRAIL, CHAPEL HILL

PRESERVE AT JORDAN LAKE



PROPERTY DESCRIPTION:

Rarely does a fully all-brick, custom-built home with true primary-on-main living become available in The Preserve at Jordan Lake. 271 The Preserve Trail offers dual primary suites, a soaring two-story family room, light-filled sunroom, and seamless indoor-outdoor living with a fenced backyard and custom patio. Thoughtfully designed and beautifully maintained, this home pairs timeless architecture with the amenities of one of Chapel Hill's premier golf course communities.

INTERIOR LIVING:

- Primary suite on main level
- Dual-sided fireplace connecting living and dining
- Hardwood floors throughout main level
- Gourmet kitchen with granite countertops
- Stainless steel appliances
- Future full bath potential (powder room expansion option)
- Additional upstairs primary suite
- Potential additional upstairs bedroom
- Loft area for lounge, office, or media use
- Updated upstairs bathroom with new flooring, regouted shower, tile repairs, and marine waterproofing
- Tankless water heater
- Whole-house generator
- Smart home system (WiFi irrigation, exterior lighting, thermostats, dishwasher, spotlights, Ring system)
- Expansive sunroom filled with natural light



EXTERIOR FEATURES

- Fully all-brick construction
- Three-car garage
- Custom patio
- Fenced backyard
- Thoughtfully maintained landscaping

COMMUNITY FEATURES

- Championship golf course
- Community pool
- Tennis courts
- Fitness center
- Walking and nature trails
- Established golf course community setting
- Convenient access to Chapel Hill, UNC, Jordan Lake, Apex, Cary, and RTP

All information is believed to be accurate but not guaranteed. Buyer to verify measurements, school assignments, membership details, and specifications. Please note some images have been virtually staged.



CHANEL HART D'APRIX

REALTOR®
919-480-7822
chanel@hartandjahoo.com
Hart & Jahoo Real Estate Group, LPT
Realty
hartandjahoo.com



271 Preserve Trail

MAINTENANCE, UPGRADES & IMPROVEMENTS SUMMARY

Mechanical & Energy Efficiency

- Dual-zoned HVAC system serviced twice annually (Spring AC / Fall Heat)
- Additional energy-efficient insulation added to basement and attic (2010 – Pro-Active Energy Systems)

Roof, Exterior & Systems

- New roof installed (RoofWorks – October 2019)
- Gutter guards replaced (October 2019)
- Garage doors serviced (Grand Openings Garage – Apex, 919-669-0532)
- Exterior architectural lighting fixtures updated (2025)
- Architectural landscape lighting installed
- Smoke alarms replaced throughout the home (October 2025)

Kitchen & Laundry Updates

- Jenn-Air downdraft gas cooktop replaced (September 2024)
- New cooktop (2024)
- New microwave (2024)
- New Bosch dishwasher (2024)
- LG washer replaced (2021)
- Garbage disposal replaced (2023)

Flooring & Interior Improvements

- White oak continuous hardwood floors on first floor refinished (May 2023)

Bathrooms

- Travertine shower floors regouted, tiles repaired & sealed with marine-grade waterproofing (2026)
- Primary bath privacy window replaced (2023)
- Primary bath exhaust fan motor replaced (2025)
- Primary bath cabinet faces refinished (2025)
- Primary bath handheld showerhead replaced (2026)
- Upstairs hall bath: toilet replaced, flooring replaced, shower tiles repaired & regouted (2023)

Windows

- Left (1 of 3) double-hung window between kitchen & Carolina Room repaired (2025)



917 BUG OUT GREENSBORO NC PEST 514 Teague Street,
 PO BOX 740608,
 Greensboro, NC, 27406
 877-284-6881

Summary of Service

Client: 2975962
 Benedetta Marsac
 271 The Preserve Trl
 Chapel Hill NC 27517-7674
 (714) -62-5-2357

Location: 2975962
 Benedetta Marsac
 271 The Preserve Trl
 Chapel Hill NC, 27517-7674

Time In: 02-16-2026 11:54:49
Time Out: 02-16-2026 12:18:58

02-16-2026 12:18:53

Benedetta Marsac

02-16-2026 12:18:57

With thanks, Justin Honeycutt

In case of poisoning call Poison Control Center @1-800-222-1222

License/Certifications:

Service Technician: Justin Honeycutt

Technician Licences

Licence Type	Licence Number
NC SRT General	082-53003

Order # / Invoice	Status	Service Date	Service Description	Visit Type
91083061	Completed	02-16-2026	LEGACY TERMITE RENEWAL - WARRANTY	SERVICE MAINTENANCE

Recommendations

Area/Device	Recommendation	Severity	Status	Date
-------------	----------------	----------	--------	------

Device Summary

Type	With Activity	Without Activity	Unserviceable	Total Inspected
------	---------------	------------------	---------------	-----------------

General Comments:

Inspected the outside exterior perimeter foundation of the home, the interior of garage, and interior of crawlspace. No termite activity was found at this time. Thank you for your business.

PRODUCT LABELS & SAFETY DATA SHEETS

Product Labels & Safety Data Sheets, please visit: <https://licensed.com/orgs/rentokil/public/chemicals>

For NY customers, please select 'NY' as your locale



917 BUG OUT GREENSBORO NC PEST 514 Teague Street,
PO BOX 740608,
Greensboro, NC, 27406
877-284-6881

Detailed Report

Client: 2975962
Benedetta Marsac
271 The Preserve Trl
Chapel Hill NC 27517-7674
(714) -62-5-2357

Location: 2975962
Benedetta Marsac
271 The Preserve Trl
Chapel Hill NC, 27517-7674

Golf Membership | The Preserve at Jordan Lake

Initiation Fee	\$2,000 Single \$2,000 Family \$1,250 W/D
Individual Membership	\$245 per month
Family Membership	\$305 per month
Weekday Single Membership [M-F]	\$175 per month
Weekday Family Membership [M-F]	\$215 per month
Annual Cart Plan	\$175 Single / \$245 Family per month
Cart Fees (members not on plans)	\$22 for 18-Holes / \$11 for 9-Holes
Annual Range Plan	\$50 Single / \$70 Family per month
Handicap Service	\$32 Annual Payment

Includes:

- Unlimited Greens Fees
- 14 Day Advanced Tee Time Reservations
- 10% Merchandise & F&B Discount
- 20% Discount on Range Balls
- Golf Lesson Discounts
- Account Charging and Billing Automation
- Members Only Tournament Events
- No Food or Shop Minimums
- No Member Assessments
- Reciprocal Programs



SCAN FOR MORE INFORMATION



BOOK 842 CASE 989

EXHIBIT "C"

BY-LAWS
OF
THE PRESERVE AT JORDAN LAKE
COMMUNITY ASSOCIATION, INC.

- TABLE OF CONTENTS -

	<u>Page</u>
Article 1. Name, Principal Office, and Definitions	1
1.1. Name	1
1.2. Principal Office	1
1.3. Definitions	1
Article 2. Association: Membership, Meetings, Quorum, Voting, Proxies	1
2.1. Membership	1
2.2. Place of Meetings	1
2.3. Annual Meetings	1
2.4. Special Meetings	1
2.5. Notice of Meetings	2
2.6. Waiver of Notice	2
2.7. Adjournment of Meetings	2
2.8. Voting	2
2.9. List for Voting	2
2.10. Proxies	2
2.11. Quorum	3
2.12. Conduct of Meetings	3
2.13. Action Without a Meeting	3
Article 3. Board of Directors: Number, Powers, Meetings	3
A. Composition and Selection	3
3.1. Governing Body; Composition	3
3.2. Number of Directors	4
3.3. Directors During Class "B" Control Period	4
3.4. Nomination and Election Procedures	4
3.5. Election and Term of Office	4
3.6. Removal of Directors and Vacancies	5
B. Meetings	5
3.7. Organizational Meetings	5
3.8. Regular Meetings	5
3.9. Special Meetings	5
3.10. Notice	5
3.11. Waiver of Notice	6
3.12. Participation in Meetings	6
3.13. Quorum of Board of Directors	6
3.14. Compensation	6
3.15. Conduct of Meetings	7
3.16. Open Meetings	7

3.17.	Action Without a Formal Meeting	7
C.	Powers and Duties	7
3.18.	Powers	7
3.19.	Duties	7
3.20.	Right of Class "B" Member to Disapprove Actions	8
3.21.	Management	9
3.22.	Accounts and Reports	9
3.23.	Borrowing	10
3.24.	Right to Contract	10
3.25.	Enforcement	10
Article 4.	Officers	11
4.1.	Officers	11
4.2.	Election and Term of Office	11
4.3.	Removal and Vacancies	11
4.4.	Powers and Duties	11
4.5.	Resignation	12
4.6.	Agreements, Contracts, Deeds, Leases, Checks, Etc	12
4.7.	Compensation	12
Article 5.	Committees	12
5.1.	General	12
5.2.	Covenants Committee	12
5.3.	Neighborhood Committees	12
Article 6.	Miscellaneous	13
6.1.	Fiscal Year	13
6.2.	Parliamentary Rules	13
6.3.	Conflicts	13
6.4.	Books and Records	13
6.5.	Notices	13
6.6.	Amendment	14

BY-LAWS

OF

THE PRESERVE AT JORDAN LAKE COMMUNITY ASSOCIATION, INC.

Article 1.

Name, Principal Office, and Definitions

1.1. Name. The name of the corporation is The Preserve at Jordan Lake Community Association, Inc. (the "Association"), a North Carolina nonprofit corporation.

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

1.3. Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain Declaration of Covenants, Conditions, and Restrictions for The Preserve at Jordan Lake filed in the Public Records, as it may be amended (the "Declaration"), unless the context indicates otherwise.

Article 2.

Association: Membership, Meetings, Quorum, Voting, Proxies

2.1. Membership. The Association shall have three classes of membership, Class "A", Class "B," and Class "C" as more fully set forth in the Declaration, the terms of which pertaining to membership are incorporated by this reference.

2.2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate, either within the Properties or as convenient as possible and practical. Meetings may be held by means of telephone conference, video conference or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation by one of these methods shall constitute presence in person at such meeting.

2.3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one year from the date of incorporation of the Association. Subsequent regular annual meetings shall be set by the Board on a date and at a time set by the Board.

2.4. Special Meetings. The president may call special meetings. In addition, it shall be the duty of the president to call a special meeting within thirty (30) Days if so directed by resolution of the Board or upon a petition signed by Members representing at least 10% of the total Class "A" votes of the Association or upon written request of the Declarant.

2.5. Notice of Meetings. Written notice stating the place, day, and time of any meeting of the Members shall be delivered to each Member entitled to vote at such meeting, not less than 10 nor

more than 60 Days before the date of such meeting, by or at the direction of the president or the secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association, with postage prepaid.

2.6. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of any objection as to notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, Members or their proxies holding a Majority of the votes represented at such meeting may adjourn the meeting to a time not less than five nor more than 30 Days from the time the original meeting was called. At the reconvened meeting, the quorum requirement shall be one-half of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous adjourned meeting, as previously reduced, until such time as a quorum is present and business can be conducted. At a reconvened meeting, once the appropriate quorum requirement has been established, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not set by those in attendance at the original meeting or if for any reason a new date is set for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

2.8. Voting. The voting rights of the Members shall be as set forth in the Declaration and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference. The Board may adopt policies and procedures regarding the methods of casting votes, such as written ballots, secret ballots or computer access.

2.9. List for Voting. After fixing a record date for notice of a meeting, the Board shall prepare an alphabetical list of the names of the Members entitled to notice of such meeting. The list shall show the address of the Member and the number of votes each is entitled to vote at the meeting. The list for voting shall be made available for inspection in accordance with North Carolina law.

2.10. Proxies. Any Member may cast his vote in person or by proxy subject to any specific provision to the contrary in the Declaration or these By-Laws. Votes cast by proxy are subject to the limitations of North Carolina law relating to use of general proxies. Every proxy shall be in writing specifying the Unit for which it is given, signed by the Member or his or her duly authorized

attorney-in-fact, dated, and filed with the secretary of the Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Unit for which it was given, upon receipt by the secretary of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person, or 11 months from the date of the proxy, unless a shorter period is specified in the proxy.

2.11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy, of Members representing twenty percent (20%) of the total Class "A" votes in the Association shall constitute a quorum at all meetings of the Association.

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

2.12. Conduct of Meetings. The president shall preside over all meetings of the Association, and the secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.13. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Association may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by all Members entitled to vote on such matter. Such consents shall be signed within 60 Days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business in the State of North Carolina. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a vote of the Members at a meeting.

Article 3.

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

3.1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one equal vote. Except with respect to directors appointed by the Class "B" Member or serving as a representative of the Declarant, the directors shall be eligible Class "A" Members or residents; provided, however, no Owner and resident representing the same Unit may serve on the Board at the same time. No Owner or resident shall be eligible to serve as a director if any assessment for such Owner's or resident's Unit is delinquent. A "resident" for purposes of these By-Laws shall mean any natural person 18 years of age or older whose principal residence is a Unit within the Properties. In the case of a Member which is not a natural person, any officer, director, partner, member, manager, employee or fiduciary of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association, signed by such Member, provided that no Member may have more than one such representative on the Board at a

time, except in the case of directors appointed by or serving as representatives of the Class "B" Member or the Declarant.

3.2. Number of Directors. The Board shall consist of three to five directors, as provided in Sections 3.3 and 3.5 below. The initial Board shall consist of three directors and shall be appointed as provided in Section 3.3.

3.3. Directors During Class "B" Control Period. Subject to the provisions of Section 3.5, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member during the Class "B" Control Period. Directors appointed by the Class "B" Member shall not be subject to the qualifications for directors set forth in Section 3.1.

3.4. Nomination and Election Procedures.

(a) Nomination of Directors. Except with respect to directors selected by the Class "B" Member, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a chairperson, who shall be a member of the Board of Directors, and three or more Members or representatives of Members. The Nominating Committee shall be appointed by the Board of Directors not less than 30 Days prior to each election to serve a term of one year or until their successors are appointed, and such appointment shall be announced at each such election. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled as provided in Section 3.5 below. Nominations shall also be permitted from the floor. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

(b) Election Procedures. Each Owner may cast all votes assigned to such Owner's Unit for each position to be filled. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms. No Class "C" Member shall be entitled to vote on any election of directors.

3.5. Election and Term of Office. Notwithstanding any other provision of these By-Laws:

(a) Within 30 Days after the time that Class "A" Members other than Builders own 400 Units, or whenever the Class "B" Member earlier determines, the Association shall hold an election at which the Class "A" Members shall elect one of the three directors, who shall be an at-large director and shall serve a term of two years or until the occurrence of the event described in subsection (b), whichever is shorter. If such director's term expires prior to the occurrence of the event described in subsection (b), a successor shall be elected for a like term. The remaining two directors shall be appointees of the Class "B" Member.

(b) Not later than the first annual meeting occurring after the termination of the Class "B" Control Period, the Board shall be increased to five (5) directors and the Association shall hold an election at which the Class "A" Members shall be entitled to elect all five (5) directors, with the three

(3) directors receiving the largest number of Class "A" votes being elected for a term of two (2) years and the remaining two (2) directors being elected for a term of one (1) year.

Upon the expiration of the term of office of each director elected by the Class "A" Members, a successor shall be elected to serve a term of two (2) years. The directors elected by the Class "A" Members shall hold office until their respective successors have been elected.

3.6. Removal of Directors and Vacancies. Any director elected by the Class "A" Members may be removed, with or without cause, by Members holding a Majority of the votes entitled to be cast for the election of such director, but shall not be subject to removal solely by the Class "B" Member. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Class "A" Members to fill the vacancy for the remainder of the term of such director.

Any director elected by the Class "A" Members who has three consecutive unexcused absences from Board meetings, or who is more than 30 Days delinquent (or is the resident of a Unit that is delinquent or is the representative of a Member who is delinquent) in the payment of any assessment or other charge due the Association, may be removed by a Majority of the directors, and the Board may appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Members may elect a successor for the remainder of the term.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Members shall elect a successor for the remainder of the term.

This Section shall not apply to directors appointed by the Class "B" Member nor to any director serving as a representative of the Declarant. The Class "B" Member or the Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a director appointed by or elected as a representative of the Class "B" Member or the Declarant.

B. Meetings.

3.7. Organizational Meetings. Within thirty (30) Days after the election or appointment of new directors, the Board shall hold an organizational meeting at such time and place as the Board shall set.

3.8. Regular Meetings. Regular meetings of the Board may be held at such time and place as a Majority of the directors shall determine, but at least one such meeting shall be held during each quarter.

3.9. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the president or vice president or by any two directors.

3.10. Notice. Notice of a regular meeting shall be communicated to directors not less than four calendar Days prior to the meeting. Notice of the time and place of a special meeting shall be communicated to directors not less than 72 hours prior to the meeting. No notice need be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. The notice shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any

special business to be considered. Notices shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (d) telecopier transmission to the director's home or office, with confirmation of receipt by the receiving telecopier; (e) telegram, charges prepaid; (f) overnight or same day delivery charges prepaid; or (g) electronic mail or e-mail using Internet accessible equipment and services if the director has consented in writing to such method of delivery and has provided the Board with an electronic mail or e-mail address. All such notices shall be given at the director's telephone or telecopier number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deemed communicated when deposited into a United States mailbox. Notices given by personal overnight or courier delivery, telephone, telecopier, telegraph, e-mail or overnight or courier service shall be deemed communicated when delivered, telephoned, telecopied, emailed or given to the telegraph company.

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

3.12. Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of telephone conference, video conference or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

3.13. Quorum of Board of Directors. At all meetings of the Board, a Majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a Majority of the directors present at such meeting may adjourn the meeting to a time not less than five nor more than 30 Days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.14. Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by Members representing a Majority of the total Class "A" votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a Majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest

was made known to the Board prior to entering into such contract and such contract was approved by a Majority of the Board of Directors, excluding the interested director.

3.15. Conduct of Meetings. The president shall preside over all meetings of the Board, and the secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings. In the case of a tie vote on a motion or resolution before the Board, the motion or resolution is considered lost.

3.16. Open Meetings. Subject to the provisions of Sections 3.12 and 3.17, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on a Member's behalf by a director. In such case, the president may limit the time any Member may speak. Notwithstanding the above, the president may adjourn any meeting of the Board, reconvene in executive session and exclude persons other than directors, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

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

C. Powers and Duties.

3.18. Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents, and as provided by law. The Board may do or cause to be done all acts and things which the Governing Documents, or North Carolina law do not direct to be done and exercised exclusively by the membership generally.

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

- (a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses and any Neighborhood Expenses;
- (b) levying and collecting such assessments from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;
- (d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association, provided any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks;

- (f) making and amending use restrictions and rules in accordance with the Declaration;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) contracting for repairs, additions, and improvements to or alterations of the Common Area in accordance with the Governing Documents;
- (i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) paying the costs of all services rendered to the Association;
- (l) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (m) making available to any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules and all other books, records, and financial statements of the Association as provided in Section 6.4;
- (n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties;
- (o) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by North Carolina law, the Articles of Incorporation or the Declaration; and
- (p) assisting in the resolution of disputes between owners and others without litigation, as set forth in the Declaration.

3.20. Right of Class "B" Member to Disapprove Actions. So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgment of the Class "B" Member, would tend to impair rights of the Declarant or Builders under the Declaration or these By-Laws, or interfere with development or construction of any portion of the Properties, or diminish the level of services being provided by the Association.

(a) The Class "B" Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, which notice complies with Section 3.10 and which notice shall, except in the case of the regular meetings held pursuant to the

By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting. The Class "B" Member may waive its right to receive notice in the same manner as provided in Section 3.11; and

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

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

The Class "B" Member, its representatives or agents may make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Class "B" Member, acting through any officer or director, agent or authorized representative, may exercise its right to disapprove at any time within 10 Days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 Days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

3.21. Management. The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority or those duties set forth in Sections 3.19(a), 3.19(b), 3.19(f), 3.19(g) and 3.19(i). The Declarant or an affiliate of the Declarant may be employed as managing agent or manager.

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

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

- (a) cash or accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- (b) accounting and controls should conform to generally accepted accounting principles;
- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any item of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) commencing at the end of the quarter in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly (such financial statements shall include an income statement reflecting all income and expense activity for the preceding period on an accrual basis and may include such other reports as deemed necessary by the Board); and

(g) an annual financial report shall be made available to all Class "A" Members within 120 Days after the close of the fiscal year. Such annual report may be prepared on an audited, reviewed, or compiled basis, as the Board determines; provided however, upon written request of any holder, guarantor, or insurer of any first Mortgage on a Unit, the Association shall provide an audited financial statement.

3.23. Borrowing. The Association shall have the power to borrow money for any legal purpose; provided however, the Board shall obtain Member approval in the same manner provided in Section 8.6 of the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 10% of the budgeted gross expenses of the Association for that fiscal year.

3.24. Right to Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhood and other owners or residents associations, within and outside the Properties; provided, any common management agreement shall require the consent of a Majority of the total number of directors of the Association.

3.25. Enforcement.

(a) Notice. Prior to imposition of any sanction requiring compliance with these procedures as set forth in the Declaration, the Board or its delegate shall serve the alleged violator with written notice including (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a statement that the alleged violator may present a written request for a hearing to the Board or the covenants committee, if one has been appointed pursuant to Article 5, within 15 Days of the notice; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received within 15 Days of the notice. If a timely request is not received, the sanction stated in the notice shall be imposed; provided however, the Board or covenants committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 15-Day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. In the event of a continuing violation, each day the violation continues beyond the 15-Day period constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator. In the event of a violation which recurs within one year from the date of any notice hereunder, the Board or covenants committee may impose a sanction without notice to the violator.

(b) Hearing. If a hearing is requested within the allotted 15-day period, the hearing shall be held before the covenants committee, or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may adopt a schedule of sanctions for violations of the Governing Documents.

(c) Appeal. If a hearing is held before a covenants committee, the violator shall have the right to appeal the committee's decision to the Board of Directors. To exercise this right, a written notice of appeal must be received by the manager, president, or secretary of the Association within 15 Days after the hearing date.

Article 4. Officers

4.1. Officers. The officers of the Association shall be a president, vice president, secretary, and treasurer. The president and secretary shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of president and secretary.

4.2. Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each election of new directors. Such officers shall serve until their successors are elected.

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

4.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The president shall be the chief executive officer of the Association. The treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The secretary shall be responsible for preparing minutes of meetings of the Members and the Board and for authenticating records of the Association.

4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.14.

Article 5. Committees

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

5.2. Covenants Committee. In addition to any other committees which the Board may establish pursuant to Section 5.1, the Board may appoint a covenants committee consisting of at least three and no more than seven members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the covenants committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.25 of these By-Laws.

5.3. Neighborhood Committees. In addition to any other committees appointed as provided above, each Neighborhood which has no formal organizational structure or association may elect a Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A Neighborhood Committee may advise the Board on any other issue, but shall not have the authority to bind the Board. Such Neighborhood Committees, if elected, shall consist of three to five Members, as determined by the vote of at least a Majority of the Owners of Units within the Neighborhood.

Neighborhood Committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the Neighborhood Committee. The Neighborhood Committee shall elect a chairperson who shall preside at its meetings and shall be responsible for transmitting any and all communications to the Board.

In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the meeting, notice and quorum requirements applicable to the Board under Sections 3.8, 3.9, 3.10, and 3.11, and each Neighborhood Committee shall elect a chairperson from among its members who shall preside at its meetings. Meetings of a Neighborhood Committee shall be open to all Owners of Units in the Neighborhood and their representatives. Members of a Neighborhood Committee may act by unanimous written consent in lieu of a meeting.

Article 6.
Miscellaneous

6.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board establishes a different fiscal year by resolution.

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

6.3. Conflicts. If there are conflicts between the provisions of North Carolina law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of North Carolina law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

6.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Unit, any Class "A" Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Declaration, By-Laws, and Articles of Incorporation, any amendments and supplements to the foregoing, the rules of the Association and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Properties as the Board shall designate during normal business hours.

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

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

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

6.5. Notices. Except as otherwise provided in the Declaration or these By-Laws, all notices, demands, bills, statements, and other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the secretary or, if no such address has been designated, at the address of the Unit of such Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.6. Amendment.

(a) By Declarant. Until termination of the Class "B" membership, Declarant may unilaterally amend these By-Laws for any purpose. Thereafter, the Declarant may unilaterally amend these By-Laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state, or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. In addition, during the Development Period, the Declarant may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any right of any Member.

(b) By Members. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding 67% of the total Class "A" votes in the Association, and during the Development Period, the written consent of the Declarant. Except as may be otherwise provided in these By-Laws, no Class "C" Member shall be entitled to vote on any amendment to the By-Laws.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date. Any amendment to these By-Laws shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within one year of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws. Any amendment to the Declaration or these By-Laws duly adopted by the Members shall be prepared, executed, certified and recorded in the Public Records by any two officers of the Association.

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

FILED

2001 OCT 19 AM 11:39

REGISTRY
CHATHAM COUNTY, N.C.Upon recording, please return to:

M. Maxine Hicks, Esq.
 Epstein Becker & Green, P.C.
 3399 Peachtree Road
 The Lenox Building, Suite 1400
 Atlanta, Georgia 30326

Cross-reference to Deed Book
 842, Page 930, Chatham County,
 North Carolina Registry.

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS FOR THE PRESERVE AT JORDAN LAKE
 (Phase Two)

THIS SUPPLEMENTAL DECLARATION is made this 19th day of October, 2001, by Jordan Lake Preserve Corporation, a North Carolina corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for the Preserve at Jordan Lake in Deed Book 842, Page 930, et seq., in the North Carolina Registry (herein referred to as the "Declaration"); and

WHEREAS, pursuant to the terms of Section 7.1 of the Declaration, the Declarant may submit certain additional property described on Exhibit "B" of the Declaration to the terms of the Declaration; and

WHEREAS, Declarant is the owner of the real property described on Exhibit "A" attached hereto ("Additional Property"), and

WHEREAS, the Additional Property is a portion of that property described on Exhibit "B" to the Declaration, and

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon in accordance with the terms of the Declaration.

ARTICLE 1

Definitions

The definitions set forth in Article 1 of the Declaration are incorporated herein by reference.

ARTICLE 2

Amendment to Supplemental Declaration

2.1 By Declarant. This Supplemental Declaration may be unilaterally amended by the Declarant in accordance with Section 15.2(a) of Declaration.

2.2 By Members. In addition to the requirements of Section 15.2(b) of the Declaration with respect to amendment by Members, any amendment to this Supplemental Declaration shall also require the written consent or affirmative vote, or any combination thereof, of Members holding at least sixty-seven percent (67%) of the total Class "A" votes allocated to the Units subject to this Supplemental Declaration, and the written consent of Declarant, so long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the Declarant.

ARTICLE 3

Declaration

Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT:

Jordan Lake Preserve Corporation, a North Carolina corporation

By: [Signature]
Name: J. David Edwards
Title: Vice President

Attest: [Signature]
Name: Patrice E Perost
Title: Asst. Secretary

[Corporate Seal]



STATE OF North Carolina
COUNTY OF Chatham

I, a Notary Public of the County and State aforesaid, certify that Patrice E. Perost personally came before me this day and acknowledged that he/she is the Asst. Secretary of Jordan Lake Preserve Corporation, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by him/her as its Asst. Secretary.

Witness my hand and official stamp or seal, this 19th day of October, 2001.

[Signature]
Notary Public

My commission expires: 4/18/06

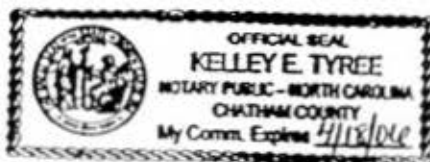


EXHIBIT "A"

Additional Property

The following sections and lots are more particularly described on that certain Plat of Subdivision titled "The Preserve at Jordan Lake - Phase Two", prepared by Absolute Land Surveying and Mapping, P.C., Charles O. Eliason, North Carolina P.L.S. No. 3599, dated August 20, 2001, filed on October 2, 2001, in Plat Slide 2001-372 through 2001-376, of the Chatham County Registry:

- Section H Lots 362-392
- Section I Lots 357-361, 393-419
- Section J Lots 420-437
- Section K Lots 438-464
- Section L Lots 465-484, 506-516
- Section M Lots 485-505

ARTICLES OF INCORPORATION
OF

20 300 903 THE PRESERVE AT JORDAN LAKE COMMUNITY ASSOCIATION, INC.

Pursuant to §55A-2-02 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Incorporation for the purpose of forming a nonprofit corporation under the Nonprofit Corporation Act.

ARTICLE I

The name of the corporation shall be The Preserve at Jordan Lake Community Association, Inc.

ARTICLE II

The Association does not contemplate a pecuniary gain or profit to the members thereof. The specific purposes for which the Association is formed are: (1) to own and maintain the Common Area within the subdivision known as The Preserve at Jordan Lake; (2) to provide for architectural control within The Preserve at Jordan Lake subdivision; and any additions thereto as may hereafter be brought within the jurisdiction of the Association, and for these purposes to:

(a) exercise all of the powers and privileges and to perform all duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for The Preserve at Jordan Lake, to be recorded in the Chatham County Public Registry, as the same may from time to time be amended as provided therein, said Declaration and any amendments thereto (hereinafter individually and collectively referred to as "Declaration") being incorporated herein as if set forth at length;

(b) fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration;

(c) pay all expenses incurred in connection with collection of the charges and assessments set forth in subparagraph (b) above, and to pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against property owned by the Association;

(d) acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association; provided, however, that all conveyances and transfers of Common Areas must be done in accordance with any code of ordinance;

(e) borrow money and mortgage, pledge, deed in 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 members as provided in the Declaration;

(f) dedicate, sell or transfer all or any part of the Common Area;

(g) participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any merger or consolidation shall have the consent of the members as provided in paragraph (f) above; and

(h) have and to exercise any and all powers, rights, and privileges which a corporation organized under the North Carolina Nonprofit Corporation Act by law may now or hereinafter have or exercise.

ARTICLE III

Members.

(a) The Association shall have three classes of membership, Class "A", Class "B" and Class "C".

(b) The Class "A" Members shall be all Owners, except the Class "B" Member, if any. The Owner of each Unit shall be a Class "A" Member of the Association and shall be entitled to vote in accordance with the terms of the Declaration and the By-Laws. Class "A" membership is appurtenant to, and inseparable from, ownership of a Unit. Change of membership for Class "A" Members of the Association shall be established by recording in the Public Records a deed or other instrument establishing record title to real property subject to the Declaration. Upon such recordation, the owner designated by such instrument shall become a Class "A" Member of the Association and the membership of the prior owner shall be terminated. The share of a Class "A" Member in the privileges, rights and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance of such Member's Unit.

(c) The Class "B" Member shall be the Declarant. The Class "B" Member's rights are specified in the Declaration and By-Laws.

(d) Class "C" Members shall be those owners or operators of any portion of the Adjacent Properties, including but not limited to any Private Amenities, that have entered into an agreement with the Association for the Association to provide sewerage treatment services to such owner's or operator's portion of the Adjacent Properties.

(e) The manner of exercising voting rights for each class of membership shall be as set forth in the Declaration and in the By-Laws of the Association.

ARTICLE IV

The street address and county of the principal office of the corporation is 72 Hillsboro Street, Suite 101, Pittsboro, Chatham County, NC 27312.

ARTICLE V

The street address and county of the initial registered office of the corporation in North Carolina is 3737 Glenwood Avenue, Suite 400, Wake County, Raleigh, North Carolina 27612.

The name of the initial registered agent at the address of the registered office is Jeffrey A. Benson.

ARTICLE VI

The powers of the corporation shall be exercised by a Board of Directors of not less than three (3) persons. The number, method of election, qualifications, term of office, powers, authority, and duties of the directors, the time and place of their meetings, and such other provisions with respect to them as are not inconsistent with the expressed provisions of these Articles shall be as specified in the Bylaws.

ARTICLE VII

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors who are to act as directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
J. David Edwards	451 River House Road Bolivia, NC 28422
R. Thomas Powers	2255 Cumberland Parkway, Suite 200A Atlanta, GA 30335
Daniel C. Koscher	4960 Blue Lake Drive Boca Raton, FL 33431

ARTICLE VIII

No director shall have personal liability arising out of an action whether by or in the right of the corporation or otherwise for monetary damages for breach of any duty as a director; provided, however, that the foregoing shall not limit or eliminate the personal liability of a director with respect to (i) any acts or omissions that the director at the time of the breach knew or believed were clearly in conflict with the best interests of the Corporation, (ii) any liability of such director arising under sections 55A-8-32 or 55A-8-33 of the General Statutes of North Carolina in connection with any loan, guaranty or other form of security made or provided by the Corporation to or for the benefit of any of the directors or officers of the Corporation, other than loans, guaranties or other forms of security made to full-time employees of the Corporation who are also directors or officers of the Corporation by action of the board of directors in accordance with the provisions of section 55A-8-31(a)(1) of the General Statutes of North Carolina, (iii) any transaction from which such director derived an improper personal financial benefit (other than reasonable compensation or other reasonable incidental benefit for or on account of such director's services as a director, trustee, officer, employee, independent contractor, attorney or consultant of the corporation), or (iv) any acts or omissions occurring prior to the effectiveness of this Article.

Furthermore notwithstanding the foregoing provisions, in the event that Section 55A-2-02 or any other provision of the North Carolina General Statutes is amended or enacted to permit further limitation or elimination of the personal liability of the director, the personal liability of the corporation's directors shall be limited or eliminated to the fullest extent permitted by the applicable law.

This Article shall not affect a provision permitted under the North Carolina General Statutes in the articles of incorporation, bylaws, or contract or resolution of the corporation indemnifying or agreeing to indemnify a director against personal liability. Any repeal or modification of this Article shall not adversely affect any limitation hereunder on the personal liability of the director with respect to acts or omissions occurring prior to such repeal or modification.

ARTICLE IX

Dissolution. The Association may be dissolved only upon a resolution duly adopted by the Board of Directors and the approval of Members representing at least 2/3 of the Class "A" votes in the Association and the written consent of the Declarant, so long as the Declarant owns any portion of the Properties or any Private Amenity or has the right to annex property pursuant to Section 7.1 of the Declaration. Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities and obligations of the corporation, dispose of all of the assets of the corporation (if any) as follows:

(a) Assets held by the corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements; and

(b) All other assets shall be distributed as provided in the plan of dissolution.


ARTICLE X

These Articles of Incorporation may be amended by a resolution duly adopted by the Board of Directors and the approval of Members representing at least 2/3 of the Class "A" votes in the Association and the written consent of the Declarant during the Development Period; provided, no amendment may be in conflict with the Declaration. No Class "C" Member shall be entitled to vote on any amendment to these Articles. No Members shall be entitled to vote on any amendment to these Articles which is for the sole purpose of complying with the requirements of any governmental or quasi governmental entity or institutional lender authorized to fund, insure or guarantee Mortgages on individual Units, as such requirements may exist from time to time. Further, no amendment shall be effective to impair or dilute any rights of Members that are governed by such Declaration.

ARTICLE XI

The name and address of the incorporator is Jeffrey A. Benson, 3737 Glenwood Avenue, Suite 400, Raleigh, NC 27612.

This the 25 day of October, 2000.


Jeffrey A. Benson, Incorporator

E-RECORDED simplified

ID: 081274

County: Chatham

Date: 10-2-2023 Time: 11:19am

BOOK 2383 Page 866

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR THE PRESERVE AT JORDAN LAKE**

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR THE PRESERVE AT JORDAN LAKE ("Amendment") is made
this 31st day of August, 2023, by The Preserve at Jordan Lake Community Association, Inc., a
North Carolina nonprofit corporation (the "Association").

RECITALS:

WHEREAS, Jordan Lake Preserve Corporation, a North Carolina corporation
("Declarant") caused to be recorded the Declaration of Covenants, Conditions, and Restrictions
for The Preserve at Jordan Lake in Book 842, at Page 936 in the office of the Register of Deeds
of Chatham County, North Carolina (said document as amended and supplemented is referred to
herein as the "Declaration"); and,

WHEREAS, pursuant to Article 15, Section 15.2 of the Declaration, the
Declaration may be amended with the affirmative vote of sixty-seven percent (67%) of the total
Class "A" votes in the Association; and,

WHEREAS, the Board of Directors of the Association (the "Board of
Directors"), by a majority affirmative vote, approved, and adopted the amendments hereinafter

Prepared by Ward and Smith, P.A., 127 Racine Drive, University Corporate Center (28403), Post
Office Box 7068, Wilmington, NC 28406-7068

Please return to Ward and Smith, P.A., 127 Racine Drive, University Corporate Center (28403),
Post Office Box 7068, Wilmington, NC 28406-7068
Attention: Adam M. Beaudoin

FILED Oct 02, 2023
AT 11:19:13 AM
BOOK 02383
START PAGE 0860
END PAGE 0863
INSTRUMENT # 08674
EXCISE TAX \$0.00

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR THE PRESERVE AT JORDAN LAKE

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR THE PRESERVE AT JORDAN LAKE ("Amendment") is made
this 31st day of August, 2023, by The Preserve at Jordan Lake Community Association, Inc., a
North Carolina nonprofit corporation (the "Association").

RECITALS:

WHEREAS, Jordan Lake Preserve Corporation, a North Carolina corporation
("Declarant") caused to be recorded the Declaration of Covenants, Conditions, and Restrictions
for The Preserve at Jordan Lake in Book 842, at Page 936 in the office of the Register of Deeds
of Chatham County, North Carolina (said document as amended and supplemented is referred to
herein as the "Declaration"); and,

WHEREAS, pursuant to Article 15, Section 15.2 of the Declaration, the
Declaration may be amended with the affirmative vote of sixty-seven percent (67%) of the total
Class "A" votes in the Association; and,

WHEREAS, the Board of Directors of the Association (the "Board of
Directors"), by a majority affirmative vote, approved, and adopted the amendments hereinafter

Prepared by Ward and Smith, P.A., 127 Racine Drive, University Corporate Center (28403), Post
Office Box 7068, Wilmington, NC 28406-7068

Please return to Ward and Smith, P.A., 127 Racine Drive, University Corporate Center (28403),
Post Office Box 7068, Wilmington, NC 28406-7068
Attention: Adam M. Beaudoin

Submitted electronically by "Ward and Smith, P.A." in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Chatham County Register of Deeds.

set forth amending the Declaration, and resolved the same be submitted to a vote of the Owners; and,

WHEREAS, the Association has obtained the affirmative vote of at least sixty-seven percent (67%) of the Class "A" votes by written ballot in accordance with the requirements of the Declaration; and,

WHEREAS, the terms of this Amendment should have the same meaning as set forth in the Declaration unless otherwise defined herein.

NOW, THEREFORE, BE IT RESOLVED that the Association, acting pursuant to the authority recited above, does hereby amend the Declaration as follows:

1. Article 1, Section 1.20 of the Declaration is hereby deleted in its entirety and restated as follows:

1.20 "General Assessments": Assessments levied on all Units subject to assessment under Sections 8.1 and 8.3.

2. Article 8.3 of the Declaration is hereby deleted in its entirety and restated as follows:

8.3 Computation of General Assessments. Not less than sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget covering the Common Expenses estimated to be incurred during the coming year. The budget shall include a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 8.5. In determining the budget, the Board, in its discretion, may consider other sources of funds available to the Association. The amount of each General Assessment shall be levied equally against all Lots.

Within thirty (30) days after adoption of any proposed budget by the Board, the Board shall provide to all Owners a summary of the budget and notice of a meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board shall set a date for a meeting of the Owners to consider ratification of the budget, such meeting to be held not less than ten (10) nor more than sixty (60) days after mailing of the summary of the budget and notice of the meeting. There shall be no requirement

that a quorum be present at the meeting. The budget is ratified unless, at that meeting, a majority of all the Owners in the Association rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

The General Assessment for the fiscal year shall be determined based upon the budget adopted by the Board and ratified by the Owners. Any increase in General Assessments greater than ten percent (10%) of the General Assessment for the previous year must first be approved by the affirmative vote of Owners representing at least fifty-one percent (51%) of the total votes of the Association.

3. Section 8.5 of the Declaration is hereby deleted in its entirety and restated as follows:

8.5 Reserve Budget and Capital Contribution. The Board shall prepare, on an annual basis, a reserve budget for general purposes which takes into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost of each asset. Such reserve budget may also anticipate making additional capital improvements and purchasing additional capital assets. The Board shall include in the General Assessments reserve capital contributions in amounts sufficient to meet these projected needs, if any. The Board may adopt resolutions regarding the expenditure of reserve funds, including policies designating the nature of assets for which reserve funds may be expended. Such policies may differ for general Association purposes. Once the reserve budget and required capital contribution is established, such budget shall be consolidated with the Operations budget prepared pursuant to Section 8.3.

4. Except as expressly provided in the paragraphs above, the terms and provisions of the aforesaid Declaration shall continue in full force and effect according to the terms of the same as modified hereby.

IN TESTIMONY WHEREOF, the Association, acting pursuant to the authority above recited, has caused this Amendment to be executed under seal and in such form as to be legally binding, effective the day and year upon recording this Amendment in the office of the Register of Deeds of Chatham County, North Carolina.

THE PRESERVE AT JORDAN LAKE
COMMUNITY ASSOCIATION, INC. [SEAL]

By: 
Robert Bell, President

STATE OF North Carolina
COUNTY OF Chatham

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: Robert Bell, President of The Preserve at Jordan Lake Community Association, Inc.

Date: September 7, 2023


Signature of Notary Public

Beverly A. VASKO
Notary's printed or typed name

My commission expires

Beverly A Vasko NOTARY PUBLIC Chatham County North Carolina My Commission Expires October 19, 2028
--



Notary seal or stamp must appear within this box.

ND:4855-3106-1850, v. 1

The Preserve at Jordan Lake Swimming Pool Rules

The following rules are established for the use of the swimming pool and surrounding areas (the “pool”) owned and operated by the Preserve at Jordan Lake Community Association, Inc. (the “Association”). Please note that swimming and other use of the pool is at the user's own risk. The Association’s pool is a non-lifeguarded facility. The Association, its members, board and committee members, and management company assume no responsibility for loss or damage to personal property or any accident, injury, or illness that occurs in or around the pool.

1. Admission Eligibility:

- a. Admission by key access is only permitted for residents (including renters) who have signed and have a waiver on file. Without waiver, you can only use pool during normal operation when pool attendants are on duty.
- b. All guest must sign a guest waiver and Donna will put waiver on file. See Donna or pool attendants for waiver.
- c. Admittance is only permitted for residents in good standing.
- d. No guests are allowed in the pool facility without accompanying property owners or lessee. Residents are fully responsible for any guest they invite to use the pool.
- e. No minor under the age of 14 is allowed in the pool facility without a parent or guardian present.
- f. Renters residing in the community must have permission of the owner to utilize the amenities. Such permission must be on file with the Association's management company.
- g. No person under the influence of alcohol or drugs is permitted in the pool.
- h. No children are allowed to access the pool during the times the pool is reserved for adult only use.

2. Pool Attendant Duties/Job Description:

- a. At all times when persons are present in the pool, the pool attendant must focus attention on the activities in the pool. The pool attendant must not engage in any distracting activities (including but not limited to use of electronic devices, reading, hosting friends).
- b. The pool attendant will check in and maintain a log of all pool attendees.
- c. The pool attendant will ensure that all capacity, conduct, and safety rules are being followed
- d. The pool attendant will check restrooms for cleanliness and supplies
- e. The pool attendant has the authority to call law enforcement in the event an attendee fails to follow the rules. The attendant also has the authority to clear the pool in case of threatening weather and is required by law to do so. Failure to comply with the pool rules or the instructions of the pool attendant may result in law enforcement being contacted, suspension of pool privileges, and/or fines.

3. Rules of Conduct

- a. Use of the pool is allowed only during the times and days as set by the Board of Directors as communicated to users through announcements in the Preserve Prospective, the pool notice board, and/or by other means.
- b. Children under the age of 14 must be monitored by an adult at all times
- c. All toddlers and all incontinent persons must wear swim diapers and plastic-lined swim pants.
- d. Bathing suits must be worn in the pool. Cut-offs, street clothes, and inappropriate swimwear are not allowed in the pool.
- e. Children's water safety devices are permitted - Water wings, water vest, or small round floats.
- f. All other toys, sports equipment, devices, throw toys, etc. are not permitted anywhere in the facility.
- g. No horseplay in the pool area, such as: running, pushing, jumping in the pool onto others, dunking, wrestling, or holding others under water is permitted. No sitting on, standing on, or tampering with the swim lane and safety ropes, playing in the skimmers, or removing the skimmer lids is permitted.
- h. No pool furniture is to be placed in the water.
- i. No sitting on the pool staircase is permitted.
- j. Diving is NOT permitted.
- k. No pets, bicycles, skateboards, rollerblades, or skates are allowed in the pool area.
- l. No glass is permitted in the pool area.
- m. Users will exercise only to the extent of their capabilities taking into account their medical and other limitations.

