

**BYLAWS**  
**OF**  
**BAYCROSSING OWNERS ASSOCIATION, INC.**

**Article 1**

**General**

**Section 1.1. Applicability.** These Bylaws were approved and adopted by the members of the BayCrossing Owners Association, Inc., as set forth herein and effective as of the date noted below.

**Section 1.2. Name.** The name of the corporation is BayCrossing Owners Association, Inc. (hereinafter referred to as the "Association").

**Section 1.3. Membership.** As provided in the Declaration of Restrictions, as first recorded in the Iredell County Registry at Book Deed Book 1595, Pages 2438-2501, and amended thereafter (hereinafter referred to as the "Declaration"), as well as provided in the North Carolina Planned Community Act (N.C.G.S. 47F-1-101, *et seq.*) (hereinafter referred to as the "Planned Community Act"), an Owner of a Lot shall become a Member of the Association upon taking title to the Lot and shall remain a Member for the entire period of ownership. If title to a Lot is held by more than one person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Lot. Membership does not include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to each Lot, shall be transferred automatically by conveyance of that Lot, and may be transferred only in connection with the transfer of title.

**Section 1.4. Voting.** Each Lot shall be entitled to one (1) vote, which may be cast in accordance with the terms herein. A vote may be cast by the Owner, or by a lawful proxy, as provided below, and shall be allocated as provided in the Declaration. When more than one person owns a Lot, the vote for such Lot shall be exercised as they between or among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event of disagreement among such persons and an attempt by two (2) or more of them to cast such vote or votes, such persons shall not be recognized and such vote or votes shall not be counted. The Board of Directors (the "Board") may prohibit any Owner from voting, either in person or by proxy, or from being elected to the Board if such Owner is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

**Section 1.5. Majority.** As used in these Bylaws, for any vote of the membership held in accordance with or pursuant to the Declaration, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number of eligible votes, Owners, or other groups. Unless otherwise specifically stated, the words "majority vote" shall mean more than fifty percent (50%) of the eligible votes of the Association represented at a meeting, in person or by proxy. Unless otherwise provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

Section 1.6. Purpose. The Association shall have the responsibility of administering the Planned Community, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Planned Community, enforcing the Declaration and these Bylaws, and performing all of the other acts that may be required to be performed by the Association by the Planned Community Act and the Declaration. The Association shall also amend and supplement the system of administration, the Declaration and these Bylaws as may be required from time to time and perform all other things or acts required or permitted to the Association under the Planned Community Act. Except as to those matters that either the Planned Community Act, the Declaration, these Bylaws, or the North Carolina Nonprofit Corporation Act specifically require to be performed by the vote of the Association, the administration of the foregoing responsibilities shall be performed by the Board of Directors, as is more particularly set forth below.

## Article 2

### Definitions

Terms as used in these Bylaws shall have the meanings as set forth in Article 2 of the Declaration unless specifically provided otherwise or the context otherwise requires.

## Article 3

### Meeting of Members

Section 3.1 Annual Meetings. The regular annual meeting of the members shall be held on a date and at a time and place designated by the Board of Directors.

Section 3.2 Substitute Annual Meetings. If an Annual Meeting is not held on the day designated by these Bylaws, then a Substitute Annual meeting shall be called in accordance with Sections 4 and 5 of this Article. A meeting so called shall be designated and treated for all purposes as an Annual Meeting.

Section 3.3 Special Meetings. Special meetings of the members for any purpose may be called at any time by the President, and shall be called upon the request of a majority of the Board of Directors or upon the written request of Lot Owners having twenty percent (20%) of the votes in the Association.

Section 3.4 Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Lot Owners a notice of each Annual or Special Meeting of the Association at least ten (10) calendar days and not more than sixty (60) calendar days prior to each annual or special meeting. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws and any proposal to remove a director or officer. In the case of a Special Meeting, the notice of the meeting shall state specifically the purpose or purposes for which the meeting was called. Notices shall be delivered personally or mailed to each Owner of record at his/her Lot. If any Owner wishes notice to be given at an address other than his/her Lot, the Owner shall designate by notice in writing to the Secretary such other address. Furthermore, notices may be sent by electronic means, including by electronic mail over the Internet to an electronic mailing address designated in writing by the Lot Owner pursuant to N.C.G.S. §47F-3-108(a). The mailing or delivering of a notice of meeting in the

manner provided in this Section shall be considered service of notice.

**Section 3.5 Waiver of Notice.** Waiver of notice of a meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any meeting of the Owners, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or by proxy, shall be deemed a waiver by such Owner of notice of the time, date, and place thereof, unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat, unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

**Section 3.6 Quorum.** The presence of Owners entitled to cast twenty-five (25%) of the eligible votes of the Association, in person or by proxy, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, subsequent meetings may be called, subject to the same notice requirement, until the required quorum is present. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 3.7 Adjournment.** Any meeting of the Owners may be adjourned from time to time by the President or Chairperson or by a vote of the Owners holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business that could be transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required.

**Section 3.8 Proxy.** Any Member entitled to vote may do so by a written proxy duly-executed by the Member setting forth the meeting at which the proxy is valid; said proxy to be a directed proxy substantially in the form as attached hereto as Exhibit A. To be valid, a proxy must be filed with the Secretary prior to the opening of the meeting for which it is to be used and must be dated. No proxy shall be revocable except by written notice delivered to the Association before a meeting or, if at the meeting, to the person presiding. Said proxies may be delivered by the Member via electronic mail over the Internet to the Association to a designated electronic mailing address.

**Section 3.9 Vote by Written Ballot.** In accordance with N.C.G.S. § 55A-7-08 of the North Carolina Nonprofit Corporation Act, any action that may be taken at any Annual, regular, or Special Meeting of members may be taken without a meeting if the Association delivers by mail, electronic mail, or otherwise a written ballot to every member entitled to vote on the matter.

**Section 3.10 Conduct and Business.** Robert's Rules of Order (latest edition) shall govern the conduct of the meeting, when not in conflict with the Declaration, Articles of Incorporation, these Bylaws, or any ruling made by the person presiding over the meeting.

**Section 3.11 Action by Members.** Notwithstanding any term or provision herein, the affirmative vote of no less than two-thirds (2/3) of all votes entitled to be cast by all classes of Members shall be required in order for the Association to (1) file a complaint with any governmental agency that has regulatory or judicial authority over the matter, or (2) assert a claim against or sue a party, or (3) impose a Special Assessment upon Members in an amount exceeding the annual budget of the Association. Nothing contained in this Section 3.11 shall prevent the Association from filing a lien and/or instituting a foreclosure action against a Member of the

Association for non-payment of dues, special assessments, and/or other fees levied against the Member.

## Article 4

### Board of Directors

**Section 4.1 Composition.** The affairs of the Association shall be governed by a Board of Directors. The Board shall be composed of seven (7) Directors. Each Director shall be an Owner or the spouse of an Owner of at least one Lot; provided, however, a husband and wife may not serve on the Board at the same time.

**Section 4.2 Election and Term of Office.** Directors shall be elected by vote of those persons present, in person or by proxy, at the Annual Meeting, a quorum being present. Those persons receiving the most votes shall be elected to the number of positions to be filled. The term of office for Directors shall be for three (3) years, commencing from the date of elections and continuing until the election of successors. Election of the Directors shall be staggered such that three (3) Directors shall each be elected one year for a three (3) year term of office, and the following year two (2) different Directors shall each be elected for a three (3) year term of office, and the third year two (2) Directors shall be elected for a three (3) year term of office with all successors being elected at the Annual Meeting.

**Section 4.3 Nomination.** Nominations for election to the Board of Directors shall be by a Nominating Committee consisting of one (1) member of the Board of Directors and two (2) members of the community. In the event that two (2) of the positions on the Nominating Committee cannot be filled by Members of the Association (not members of the Board of Directors), the unfilled positions may be filled by members of the Board of Directors. All nominees for election to the Board of Directors shall be current Members of the Association and not in default of any obligation to the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the members. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion, determine; however, in no event shall the nominations be less than the number of vacancies. Nominations may also be made from the floor of the annual meeting.

**Section 4.4 Removal of Members of the Board of Directors.** At any regular or Special Meeting of the Association duly called at which a quorum is present, any one or more of the members of the Board of Directors may be removed, with or without cause, by at least a sixty-seven percent (67%) vote of all persons present and entitled to vote at such meeting and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given at least ten (10) calendar days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any member of the Board of Directors who has been absent without an excuse from three (3) consecutive Board meetings may be removed from the Board by the vote of a majority of the Board members present at a Board meeting, a quorum being had.

**Section 4.5 Vacancies.** Vacancies in the Board of Directors caused by any reason, other than the removal of a director by a vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each person so selected shall serve until a successor shall be elected at the next Annual Meeting of the

Association to fill the unexpired portion of the term.

Section 4.6 Compensation. No Member of the Board shall receive any compensation from the Association for acting as such; provided, however, each Director, upon approval of the Board, shall be reimbursed for reasonable out-of-pocket expense incurred and paid by him/her on behalf of the Association, and nothing herein shall prohibit the Association from compensating a Director for unusual and extraordinary services rendered to the extent authorized by the Members of the Association at any meeting called for that purpose; further provided, each Director, by assuming office, waives his right to institute suit against or make claim upon the Association for compensation.

Section 4.7 Organizational Meeting. The first meeting of a newly elected Board shall be held within thirty (30) days of election at such time and place as may be determined by the Directors.

Section 4.8 Regular Meetings. Meetings of the Board of Directors shall be held regularly at such time and place as shall be determined from time to time by the Board. There shall be a minimum of four (4) meetings of the Board of Directors per year.

Section 4.9 Special Meetings. Special Meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director given by mail, electronic mail, in person, or by telephone, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) Directors.

Section 4.10 Waiver of Notice. Any Director may, at any time, in writing or by electronic mail, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall also constitute a waiver of notice by him of the time and place of such meeting. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 4.11 Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. A majority of Directors shall constitute a quorum for the transaction of business. A decision of the Board of Directors shall be by a majority of those Directors present at the duly called meeting. The President may vote.

Section 4.12 Action Without a Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing or via electronic mail to such action. Such written consent or consents shall be filed with the minutes of the Board of Directors. Any action taken without a meeting must be unanimously agreed upon by the Board and written consent to the action by all Directors must be filed with the minutes of the Board of Directors.

Section 4.13 Tie Votes. In the event of a tie vote by the Board of Directors, the President may, in addition to his vote as a Board member, exercise a supplemental vote to break the tie vote.

Section 4.14 Powers and Duties. The Board of Directors shall manage the affairs of the

Association and shall have all the powers and duties necessary for the administration of the Planned Community and may do all such acts and things as are not by the Declaration, Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the Association Members. The Board shall have the power to adopt, modify, and repeal such reasonable rules and regulations as it deems necessary and appropriate for the governance of the Planned Community or the administration of the affairs of the Association and to impose sanctions for violations thereof, including, without limitation, monetary fines. Such powers and duties shall include but not be limited to those powers listed in N.C.G.S. § 47F-3-102 of the Planned Community Act, as well as the following:

- (a) Adopt and amend bylaws, subject to approval by a majority of the members in attendance at a duly-noticed meeting as set forth in this Article 4;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves;
- (c) Collect assessments for Common Expenses from Lot Owners;
- (d) Hire and terminate managing agents and other employees, agents, and independent contractors;
- (e) Institute, defend, or intervene in its own name in litigation or administrative proceedings on matters affecting the Planned Community;
- (f) Make contracts, open bank accounts, and incur liabilities;
- (g) Regulate the use, maintenance, repair, replacement, and modification of Common Elements;
- (h) Cause additional improvements to be made as a part of the Common Elements within the limits of expenditures permitted by the Declaration and/or Bylaws;
- (i) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, provided that Common Elements may be conveyed or subjected to a security interest only pursuant to N.C.G.S. § 47F-3-112 of the Planned Community Act;
- (j) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- (k) Impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Elements other than limited Common Elements and for services provided to Lot Owners;
- (l) Impose charges for late payment of assessments and, after notice of the charge and an opportunity to be heard and present evidence and notice of the decision, levy reasonable fines not to exceed one hundred dollars (\$100.00) per violation (on a daily basis for continuing violations) of the Declaration, Bylaws, and Rules and Regulations of the Association pursuant to N.C.G.S. §

47F-3-107.1 of the Planned Community Act;

- (m) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid assessments;
- (n) Provide for the indemnification of and maintain liability insurance for its officers, Directors, employees, and agents;
- (o) Borrow money and assign its right to future income, including the right to receive Common Expense assessments subject to approval of the purpose of the borrowing by a majority of the vote of the Members of the Association as set forth herein. Borrowing funds on behalf of and for the benefit of the Association is limited to a principal amount not to exceed five (5) times the annual budget of the Association. Any amount exceeding five (5) times the annual budget shall be approved by a majority of the Members;
- (p) Prepare, execute, certify, and record amendments to the Declaration and Bylaws on behalf of the Association;
- (q) Exercise any other powers conferred by the Declaration or Bylaws;
- (r) Exercise all other powers that may be exercised in this state by nonprofit corporations; and
- (s) Exercise any other powers necessary and proper for the governance and operation of the Association.

Section 4.15 **Management Agent.** The Board of Directors may employ for the Planned Community a professional management agent or agents, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. Any management contract shall contain a termination clause permitting termination without cause and without penalty, upon no more than thirty (30) days' written notice.

Section 4.16 **Architectural Standards.** The Board may establish an Architectural Control Committee for the purpose of establishing and maintaining architectural standards on Planned Community property, as hereinafter provided.

Section 4.17 **Additional Committees.** The Board may establish such other committees as it deems desirable.

Section 4.18 **Committee Chairpersons and Members.** The Board shall elect the chairperson and approve the members of each committee established.

Section 4.19 **Liability of the Board.** The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad

faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are Owner(s).

## **Article 5**

### **Officers**

**Section 5.1 Designation.** The officers of the Association shall consist of a President, a Secretary, a Treasurer, and such Vice-Presidents, Assistant Secretaries, Assistant Treasurers, and other officers as the Board may from time to time elect. Except for the President, no officer need be a member of the Board.

**Section 5.2 Election of Officers.** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the members and shall hold office at the pleasure of the Board of Directors and until a successor is elected.

**Section 5.3 Removal of Officers.** Upon the affirmative vote of a majority of the Members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected.

**Section 5.4 President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and of the Board of Directors. The President shall have all the general powers and duties that are incident to the office of the president of a corporation organized under the North Carolina Nonprofit Corporation Act.

**Section 5.5 Vice Presidents.** The Vice Presidents, if any, in the order of their election unless otherwise determined by the Board, shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

**Section 5.6 Secretary.** The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with North Carolina law.

**Section 5.7 Treasurer.** The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors. Furthermore, the Treasurer shall cause an annual audit or review of the Association's books as directed by the Board or the Association pursuant to Section 7.6 of these Bylaws.

**Section 5.8 Amendments to Declaration and Bylaws.** The Board of Directors shall prepare and the President shall execute and certify any amendments to the Declaration and Bylaws on behalf of the Association. The Secretary shall attest to such execution and certification. Furthermore, all amendments to the Declaration shall be recorded.



## **Article 6**

### **Indemnification of Officers and Directors**

The Association shall indemnify every officer and Director against any and all expenses, including legal fees, reasonably incurred by or imposed upon such officer or Director in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer or Director, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance or malfeasance. The officers and Directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association (except as to contracts or commitments between the Association and the officer and/or Director), and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director, or former officer or Director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, officers' and Directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

## **Article 7**

### **Miscellaneous**

**Section 7.1 Notices.** Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally, via electronic mail, or by United States mail, first class postage prepaid:

- (a) if to a Lot Owner, at the address that the Lot Owner has designated in writing and filed with the Secretary, or, if no such address has been designated, at the address of the Lot of such Owner; or
- (b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by the Board of Directors in writing.

**Section 7.2 Severability.** The invalidity of any part of the Declaration or these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Declaration or these Bylaws.

**Section 7.3 Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the Declaration or these Bylaws or the intent of any provision thereof.

**Section 7.4 Gender and Grammar.** The use of the masculine gender in the Declaration or these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall

be deemed to include the plural, whenever the context so requires.

**Section 7.5 Fiscal Year.** The fiscal year of the Association shall be the calendar year and shall begin on the first day of January and end on the 31st day of December of every year.

**Section 7.6 Audit.** An audit or review of the accounts of the Association shall be made annually in the manner directed by the Board, and results of said audit or review shall be communicated to each of the Members. However, after having received the Board's audit or review at the Annual Meeting, the Owners may, by a majority of the total Association vote, require that the accounts of the Association be audited as a Common Expense by an independent accountant.

**Section 7.7 Conflicts.** In the event of conflicts between the North Carolina Planned Community Act, the Declaration, these Bylaws, and Board Resolutions, the Planned Community Act, the Declaration, the Bylaws, and Board Resolutions shall control, in that order.

**Section 7.8 Amendment.** These Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of members of the Board of Directors for the Association holding a majority of the total votes. Notice of any meeting at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment.

**Section 7.9 Books and Records.** All Members of the Association and all mortgagees shall, upon written request, be entitled to inspect all books and records of the Association at a place designated reasonably by the Board of Directors pursuant to the provisions of the North Carolina Nonprofit Corporation Act, including but not limited to N.C.G.S. §55A-16-2.

This \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**BAYCROSSING OWNERS ASSOCIATION, INC.**

(Seal)

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

STATE OF NORTH CAROLINA  
IREDELL COUNTY

I, \_\_\_\_\_, Notary Public of \_\_\_\_\_ County, North Carolina, certify that \_\_\_\_\_ personally came before me this day and acknowledged that (s)he is Secretary of BayCrossing Owners' Association, Inc., 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 President, sealed with its corporate seal, and attested by herself/himself as its Secretary.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

(Seal)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## EXHIBIT A

**APPOINTMENT OF PROXY FOR MEETING OF THE  
BAYCROSSING OWNERS ASSOCIATION, INC.**

The undersigned Member of BayCrossing Owners Association, Inc., a non-profit corporation, hereby constitutes and appoints \_\_\_\_\_, **Secretary** or \_\_\_\_\_ as proxy with full power of substitution to act and vote for and on behalf of the undersigned at the annual meeting of shareholders of such corporation to be held at \_\_\_\_\_ on \_\_\_\_\_, 2016 at \_\_\_\_\_ o'clock \_\_.m., and at any adjournment or adjournments thereof, as fully as the undersigned would be entitled to act and vote if personally present.

**The undersigned hereby directs the proxies to vote as follows:**

1. Election of directors:

**MARK UP TO THREE (3)** OF THE NOMINEES LISTED BELOW TO INDICATE FOR WHICH NOMINEE YOU DIRECT YOUR VOTE TO BE CAST:

FOR all nominees selected below (indicated by my initials) and any nominee(s) listed in "Write In".

Withhold authority to vote for all nominees listed below and instead vote for the nominee(s) listed in "Write In".

(Instruction: To vote for a nominee, you MUST initial next to their name. To vote for a nominee(s) not listed below, write the nominee(s) name in the blank next to "Write In" below)

Name of Nominee #1                      \_\_\_\_\_ Initial

Name of Nominee #2                      \_\_\_\_\_ Initial

Name of Nominee #3                      \_\_\_\_\_ Initial

Name of Nominee #4                      \_\_\_\_\_ Initial

Write In: \_\_\_\_\_

If, at or before the time of the meeting, any of the nominees I have marked above have become unavailable for any reason, the proxy has the discretion to vote for a substitute nominee or nominees.

2. In his/her discretion, my proxy may vote on any other business that may properly come before the meeting or any adjournment thereof.

The proxy will vote as directed above. Any appointment of proxy heretofore made by the undersigned for such meeting is hereby revoked.

The presence of the undersigned at the \_\_\_\_\_ Meeting shall void this proxy.

Date: \_\_\_\_\_

Signature(s) \_\_\_\_\_

\_\_\_\_\_

Printed Name(s) \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

Mooreville, North Carolina